

July 5, 2017

To,  
**The Secretary,**  
Maharashtra Electricity Regulatory Commission  
World Trade Centre, Centre No.1  
13<sup>th</sup> Floor, Cuffe Parade  
Mumbai - 400 005

**Sub:** Suo-Motu proceedings for verification and compliance of Renewable Purchase Obligation targets for FY 2010-11 to FY 2013-14 by UltraTech Cement Ltd. (Unit: Hotgi Cement Works).

**Ref:** Your letter MERC/Case No. 101 of 2017/2017-18/3584, dated 23<sup>rd</sup> June'2017

Dear Sir,

We herewith submitting RPO compliance data as per Annexure-A for period FY 2010-11 to FY 2013-14.

We have started OA wheeling power from UltraTech Cement Ltd. (Awarpur Cement Works) for Self-Use from July'2013.

Enclosed RPO compliance acknowledgement copy filed to MEDA and REC certificates copies for Solar and Non-Solar for FY 2013-14.

This is for your information and record.

Thanking you,

Yours Faithfully,  
**For UltraTech Cement Ltd.**

**N. Ravikumar**  
Vice President & Unit Head

Name of the Company/Organization: UltraTech Cement Ltd. (Unit: Hotgi Cement Works)

Obligated Entities : Captive User (CPP) : ( ) or Open Access Consumer: (✓) or Exempted Captive User/Open Access Consumer ( )

Name of the Distribution Licensee's Area: Maharashtra Distribution Company Ltd., Solapur (MSEDCL)

For CPP : Plant Installed Capacity: NA

Captive Use from power plant in MW: NA,

Sale outside/third party : NA

For OA Consumers: Contract Demand: 6 MVA (Source: UltraTech Cement Ltd. (Awarapur Cement Works) Consumption location: Hotgi Station, Solapur

For OA Consumers: Contract Demand: 6 MVA (Source: Ultra Tech Cement Ltd., Awarapur Cement Works) Consumption against Reg. Shortfall												
Year	Contract Demand	Total Energy Consumption	Solar RPO		Non-Solar RPO Target	Non-Solar RPO		Total Energy to be procured as per RPO	Total RE procurement (Solar + Non-Solar) (A)+(B)	Shortfall	Cumulative Shortfall	
			Solar RPO Target	Energy actually procured against target (A)		Non-Solar RPO	Energy actually procured against target (B)					
MVA	MU	MU	Solar REC	Solar RE	MU	Non-Solar REC	Non-Solar RE	MU	MU	MU	MU	
FY 10-11	0		0	0	0	0	0	0	0		0	
FY 11-12	0		0	0	0	0	0	0	0		0	
FY 12-13	0		0	0	0	0	0	0	0		0	
FY 13-14	6.00	26.6625	0.133	0.133	0	2.2663	2.2680	2.40	2.40	0.00	0.00	



ADITYA BIRLA



April 25, 2014

To,  
**The Director -General**  
**Maharashtra Energy Development Agency,**  
**(A Govt. of Maharashtra Undertaking),**  
**MHADA Commercial Complex**  
**2nd Floor, Opposite Tridal Nagar,**  
**Yerwada.**  
**Pune - 411 006.**

Sub: Submission of Yearly RPO achievement data for the year 2013-2014.  
Ref.: MERC's "Renewable Purchase Obligation, its compliance &  
Implementation of REC framework" Regulation 2010.

Dear Sir,

We herewith submitting RPO achievement data for the year 2013-2014 as we are Open Access consumer.

We have commencement Open Access from our group Unit: Awarpur Cement Works as a self Use with effected from July'2013

Kindly acknowledge the receipt of our RPO data.

Thanking you.

Yours Faithfully,  
For UltraTech Cement Ltd.

**D. M. Jagdale**  
Vice President & Unit Head



**ULTRATECH CEMENT LIMITED**

(Unit: Hotgi Cement Works)

Site Office: Hotgi station, Dist. : Solapur - 413 215. Tel.: (0217) 2250303 / 04 / 05, Fax: (0217) 2250307  
Head Office : Ahura Centre, 1st Floor, Mahakali Caves Road, Andheri (E), Mumbai - 400 093. Tel: 022-66917400 Fax: 022-28244960/70



GROSS ENERGY CONSUMPTION (YEAR-2013-2014)			
Reporting Quarter - II to IV			
Utility : UltraTech Cement Ltd. (Unit: Hotgi Cement Work) (Open Access Consumers)			
1	GROSS CONSUMPTION	Quantum (MUs)	Remark
<u>O</u>	Own Generation Consumption from own Generation		
1	UltraTech Cement Ltd. (Unit:Awarpur Cement Works)	26662.494	
2			
3			
	Sub Total(1)	26662.494	
<u>P</u>	Purchase from other generating Company / Intermediaries (In case of open Access Consumers)		
1	*****	0.0	
2			
3			
	Sub Total(2)	0.0	
<u>S</u>	Sale to Other Licensee / intermediaries		
1	*****	0.0	
2			
3			
	Sub Total(3)	0.0	
	Total REC for the Quarter - (O)+(P)-(S)	26662.5	
2	RPO Obligation ( 9% of GEC)	2399.62	

UltraTech Cement Ltd.  
(Unit: Hotgi Cement Works)

Sign and Seal of  
R. M. G. DALE  
UNIT HEAD  
authorised signatory of Company



For M/s. Katwe Patil & Co.  
Chartered Accountants

15-4-2014  
Partner-CA Vijayendra L. Katwe  
Sign and Seal of C.A.

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## FINAL RPO ACHIEVEMENT DATA REPORTING FOR FINANCIAL YEAR - 2013-2014

Name of the Company/Organisation: UltraTech Cement Ltd. (Unit: Hotgi Cement Works)  
 Obligated Entities : Captive User (CPP) : ( ) Open Access Consumer: ( )  
 Name of the Distribution Licensee's Area: Maharashtra Distribution Company Ltd., Solapur (Circle)  
 or CPP : Plant Installed Capacity: 2x23 MW Captive Use from power plant in MW: 6 MW  
 or OA Consumers: Contract Demand: 18 MVA Source: MSEDCCL Consumption location: Hotgi Station, Solapur

Sale outside/third party : 0 MW

Fiscal Year (2013-2014)	Total Energy Consumption (From Captive source in case of Captive user/(from open access source in case of OA consumer)	Solar RPO			Non-Solar RPO			Total Energy to be procured as per RPO E=(A)+C	Total RE procurement (Solar + Non-Solar) F=(B)+(D)	Short fall if any (E)-(F)
		Solar RPO Target for respective year (A)		Energy actually procured against target (B)	Non-Solar RPO Target for respective year (C)		Energy actually procured against target (D)			
		MU	MU		MU	MU				
				Solar RE	Solar REC		Non-Solar RE	Non-Solar REC	MU	MU
or	0	0	0	0	0	0	0	0	0	0
ay	0	0	0	0	0	0	0	0	0	0
n	0	0	0	0	0	0	0	0	0	0
i	1229.45	6.15	0	0.0	0	104.50	0.0	0	110.65	0
g	2293.01	11.47	0	0.0	0	194.91	0.0	0	206.37	0
p	2264.48	11.32	0	0.0	0	192.48	0.0	0	203.80	0
t	3339.64	16.70	0	0.0	0	283.87	0.0	0	300.57	0
w	3216.97	16.08	0	0.0	0	273.44	0.0	0	289.53	0
s	3700.23	18.50	0	0.0	0	314.52	0.0	0	333.02	0
y	4321.78	21.61	0	0.0	0	367.35	0.0	0	388.96	0
b	3639.54	18.20	0	0.0	0	309.36	0.0	0	327.56	0
ar	2657.40	13.29	0	0.0	133.00	225.88	0.0	2268	239.17	2401
tal	26662.494	133.31	0.00	133.00	2266.31	2268.00	0.00	2268.00	2399.62	-1.38

UltraTech Cement Ltd.  
 Unit: Hotgi Cement Works)

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For M/s. Katwe Patil & Co.  
 Chartered Accountants

Signature of M/s. Katwe Patil & Co.  
 20-4-2014

Authorised signatory of Company

te 1) Detailed information about RE generators from whom RE purchased along with proof of REC purchased if any shall be submitted along with report of conformation purpose.  
 n case of OA consumer copy of Open Access permission for concerned period shall be submitted.  
 n case of CPP copy of grid connectivity permission shall be submitted.



CP/Ultratech/OA/

**No. 17700**

Date : **25 JUN 2013**

To  
**M/s. Ultratech Cement Ltd.,**  
Hotgi Cement Works,  
Dist. Solapur.

**Without Prejudice**

**Sub :** Open Access Permission for Self Use.

**Ref :** 1) Open Access Application from M/s. Ultratech Cement Ltd., dtd. 28.03.13  
2) Clarification Letter from M/s Ultratech Cement Ltd., dtd. 22.05.13

Dear Sir,

With reference to the above subject, this office is in receipt of your office application for grant of Distribution Open Access Permission for wheeling of 6 MVA power from your Captive Power Plant situated at Awarpur, Dist. Chandrapur.

In this regard, this is to inform that the competent authority has granted open access permission for a period up to 31.03.2014 as detailed below:

1. Name of Generator & Location:	<b>M/s. Ultratech Cement Ltd., Awarpur, Dist. Chandrapur.</b>
2. Power to be injected under OA (MW/MVA):	6 MW
3. Name of Entity and its Location to which open access is to be provided:	<b>M/s. Ultratech Cement Ltd., Hotgi Cement Works, Dist. Solapur.</b>
4. Date on which present agreement for supply is to be terminated:	N.A.
5. Period for Open Access :	From the date of Commencement of Open Access till 31.03.2014
6. Injection Point Details:	<b>M/s. Ultratech Cement Ltd., Awarpur, Dist. Chandrapur.</b>
Voltage level :	66 kV
7. Drawl Point Details :	<b>M/s. Ultratech Cement Ltd., Hotgi Cement Ltd., Dist. Solapur.</b>
Name of user:	
Consumer No:	3315 6900 4752
Voltage level:	132 kV
Contract Demand:	18 MVA
8. Non-refundable Processing Fee :	Rs. 30,000/-
Paid vide Demand Draft No. & Date :	No. 790303 Dated-23.03.2013
Bank Name / Branch :	State Bank of India /Awarpur

**25 APR 2014**



It is further to state there is a dispute regarding the tariff between MSEDCL & you before the CGRF and the Electricity Ombudsman. This open access permission is subject to the terms and conditions which are enclosed and without prejudice to MSEDCL's right to challenge the order of Honorable Electricity Ombudsman, Mumbai.

In this regard, you will have to submit an undertaking on Rs. 200 stamp paper to O & M Circle office, MSEDCL Solapur that, in case the decision regarding disputed amount is given in favor of MSEDCL by High Court or any other statutory body in future the disputed amount shall be deposited to MSEDCL; failing which the open access permission shall be treated as cancelled.

This is for your information please.

Thanking you,

Yours faithfully,

**Chief Engineer [Commercial]**

**Copy s.w.r. to :**

- 1] The Secretary, Maharashtra Electricity Regulatory Commission, 13<sup>th</sup> Floor, Centre No.1, World Trade Centre, Cuffe Parade, Colaba, Mumbai - 400 005.
- 2] The Director General, MEDA, MHADA Commercial Complex, 2<sup>nd</sup> floor, Opp. Tridal Nagar, Yerwada, Pune - 411 006
- 3] The Director [Operation], MSEDCL, Mumbai.
- 4] The Director [Finance], MSEDCL, Mumbai.
- 5] The Director [Operation], MSETCL, Prakashganga, Mumbai.
- 6] The Executive Director [Commercial], MSEDCL, Mumbai.
- 7] The Executive Director -II/III, MSEDCL, Pune/ Nagpur

**Copy f.w.c.to:**

- 1] The Chief Engineer, MSLDC, Kalwa Complex, Airoli, Dist. Thane
- 2] The Chief Engineer (Electrical), PW&H department, Bandhkam Bhavan, Opposite V.T. Station, Mumbai

**Copy f.w.c.to:**

- 1] The Chief Engineer, O&M Zone, Baramati / Nagpur
- 2] The Chief Engineer (Distribution -Testing), MSEDCL, Mumbai

**Copy to:**

- 1] The Superintending Engineer (TQA), MSEDCL, Pune
- 2] The Superintending Engineer, O&M Circle, MSEDCL, Solapur / Chandrapur
- 3] The Superintending Engineer, EHV/TCC, MSETCL, Pune / Nagpur.
- 4] The Superintending Engineer, (RUC), Commercial Section, Prakashgad, Mumbai
- 5] M/s Ultratech Cement Ltd., Awarpur, Dist. Chandrapur.

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## Open Access Permission for Wheeling of power for Captive Use

### Terms and Conditions:

1. The Superintending Engineer, MSEDCL O & M Circle, where the generator is situated and the Superintending Engineer, MSEDCL O & M Circle where the open access consumer is situated shall be the Nodal Officers.
2. The Nodal Officer shall co-ordinate with all concerned i.e. with MSEDCL/MSETCL authorities and the open access consumer in order to ensure smooth techno-commercial operation of the system.
3. The Nodal Officers shall verify the technical feasibility for wheeling of power at both ends i.e. at generator end and consumer end before commencement of open access.
4. The Open access consumer is permitted for wheeling of power from its Captive Power Plant to the destination of use for captive / self use for the period specified in the permission subject to the provisions laid down in the Electricity Act, 2003, The Electricity Rules, 2005, and MERC (Distribution & Transmission Open Access) Regulations, 2005.
5. The permission for Open Access will be for a period of maximum one year i.e. up-to 31.03.2014.

### **6. METERING:**

- 6.1 As provided under Regulation No. 7.1 of the MERC (Distribution Open Access) Regulations, 2005, every Open Access consumer, whosoever has been granted Open Access or CPP Holder or Licensee shall have to install "Special Energy Meter" at both the ends, i. e. at CPP end & Open Access Consumer end.
- 6.2 As provided under Regulation 2 (n) of the MERC (Distribution Open Access) Regulations, 2005, such "Special Energy Meter" shall have facility of active energy recording of every fifteen minute time block and storage of data for not less than 45 days and shall have communication facility online and/or real time.
- 6.3 As provided under Regulation 7, the Open Access Consumer shall procure the Special Energy Meter either from MSEDCL or from the any Supplier of such meters. In case, where MSEDCL installs the Special Energy Meter, then the charges referred with meter cost and its installation shall be recovered from the bill of the CPP Holder/ Open Access Consumer.
- 6.4 Two Special Energy Meters for Billing (Main and Check) as per MSEDCL procedure / specifications shall be installed by the consumer and the generator.
- 6.5 The Open Access shall commence only after the installation of SEM at CPP end as well as consumer end.

### **7. JOINT METER READING:**

Open Access Generator and Open Access Consumer both located in the area under MSEDCL's jurisdiction:

The energy meter reading will be taken jointly at both ends by MSEDCL and the generator / consumer every month. The SE (O&M) at the generator end shall be the nodal officer for taking the reading in 15 mins time block and informing the same to the concerned SE (O&M) located at the Open Access Consumer end. The SE (O&M) MSEDCL at the Open Access Consumer end shall be the nodal officer for taking the reading of the HT consumer in 15 mins time block and effecting the credit in 15 mins time block as informed by the SE (O&M) at the generator end in line with the guidelines issued vide this Circular.

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## 8. BILLING:

- 8.1 As provided under Regulation No. 8 of the MERC (Distribution Open Access) Regulations, 2005, MSEDCL shall raise the bill to the Supplier/ Open Access Consumer whosoever located in the MSEDCL's area of supply and who have opted for Open Access for use of its distribution system for wheeling of electricity.
- 8.2 The bill shall include the following charges;
1. Wheeling Charges / Transmission Charges, as may be applicable;
  2. Wheeling Losses / Transmission Losses, as may be applicable;
  3. Cross Subsidy Surcharge, as may be applicable;
  4. Additional Surcharge on the Charges of Wheeling; and
  5. Any other charge or other sum recoverable, including but not limited to "Standby Charges".
  6. Standby charges shall be applicable if standby supply is availed.
- 8.3 The Open Access consumer shall be allowed credit of energy at drawal point after deduction of applicable losses from the energy injected in the Grid.
- 8.4 The generation credit units will be determined after adjustment of applicable loss to the energy injected in the MSEDCL grid and will be adjusted / set off with the consumption in corresponding 15 minutes time block and the bill will be raised for one month accordingly. The credit adjustment will be given to the open access consumer on the basis of measurement / recording of 15 minutes time block as below:
- 8.5 It is necessary that the Open Access consumer / CPP Holder whosoever has opted for Open Access shall use the entire power contracted of Open Access Generator and ensure that the consumption of the Open Access consumer in every 15 minutes time block shall match with the energy received at the drawal point during corresponding 15 minutes time blocks.
- 8.6 Whenever the Open Access consumer is unable to match every 15 minutes time block consumption with the energy received at the drawal point during corresponding 15 minutes time blocks, then in such situation:
- 8.6.1 If the net energy received at the drawal point every 15 minutes time block exceeds the net energy actually consumed during the corresponding 15 minutes time block, the excess energy received during the said 15 minutes time block shall be treated as lapsed and the CPP Holder/ Open Access consumer shall neither be permitted banking of such excess energy nor shall be paid for the same, unless there is a separate agreement for sale/purchase of this over injection.
- 8.6.2 The units over-injected in the grid by generator or the balance units due to under-drawal by CPP user shall be procured at the prevailing purchase rate decided from time to time.
- 8.6.3 In the reverse situation, if the net energy received at the drawal point every 15 minutes time block is less than the net energy actually consumed during the corresponding 15 minutes time block, the excess energy consumed by the Open Access consumer during the said 15 minutes time block shall be considered as over-drawal from the Grid and the standby supply charges at the rate of temporary tariff shall be applicable as per MERC order dated 9.9.2011 in case no. 43 of 2010. Further, in such situation, the Open Access consumer shall also be liable to pay "Electricity Duty", "Tax on Sale of Electricity", etc. on such excess energy consumed from the Grid.

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#### 8.6.4 Partial Open Access

In case of partial open access consumer where partial demand is met through open access, the consumption shall be charged as below:

Entire generated units corresponding to the generation schedule (which in any case should not be more than the capacity mentioned in open access permission) shall be offset / adjusted against the consumption units.

Balance consumption units, if any, thereafter shall be adjusted against the units permissible as per MSEDCL contract demand.

The units permissible as per MSEDCL contract demand shall be charged as per the tariff applicable to the respective consumer category as per prevalent MERC order from time to time.

The balance consumption units, over and above of generation units plus those permissible as per MSEDCL contract demand, shall be charged at temporary tariff as per MERC order dated 9.9.2011 in case no. 43 of 2010.

**Demand Charges:** The Open access consumer shall be billed for the Maximum Demand recorded, at normal tariff as per MERC tariff order to the extent of Contract Demand. If the demand exceeds the contract demand (over and above generation demand to be credited) then in such case penal demand charges shall be applicable as per MERC tariff order issued from time to time.

#### 9. Scheduling:

- 9.1 The CPP holder connected on EHV level shall have to schedule their power on Day Ahead basis to CE (SLDC) Kalwa under intimation to this office to SE (CP), MSEDCL, Mumbai at Email ID: [scppmasedcl@gmail.com](mailto:scppmasedcl@gmail.com)
- 9.2 The Power corresponding to the open access capacity mentioned in the permission will be available for use at the consumer end. Accordingly, the consumer may schedule power marginally more than the Open Access capacity considering wheeling and transmission losses as may be applicable.
- 9.3 In case of non co-operation by the generator or non submission of generation data in 15 minutes time block the consumer will be required to pay the monthly bill as per the tariff of MSEDCL without any credit adjustment.

#### 10. WHEELING CHARGE & APPLICABLE LOSSES:

The existing charges and losses pertaining to Open Access are as under:

Particulars/ Voltage Level	EHV	33 KV	22 /11 KV
Wheeling Charge (Rs. Per unit)		0.11	0.60
Wheeling Loss (%)		6 %	9 %
Transmission Charge ( Rs. Per unit)	Rs.320.22/ kW/ Month	0.43	0.43
Transmission Loss (%)	4.19 %	4.19 %	4.19 %

#### 11. REDUCTION IN CONTRACT DEMAND:

- 11.1 As provided under Regulation 4.2.1 & 4.2.2 of MERC (Distribution Open Access) Regulations, 2005, the Contract Demand of the consumer, whosoever may opt for the

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wheeling of power, shall stand reduced to the extent (in MW terms) such consumer has been granted permission to wheel power / energy under Open Access from the date of commencement of open access.

- 11.2 Such reduction in Contract Demand shall be perpetual till such time the consumer again opts for power supply from MSEDCL.
- 11.3 The open access consumer shall not be permitted to enhance its contract demand during the open access period unless otherwise there is an enhancement in connected load / load extension is sought by the OA consumer. All such proposals for enhancement of CD shall be referred to and dealt by this office only.

**12. STAND BY SUPPLY CHARGES** for drawal of power by OA consumers from grid

- 12.1 **Planned Outage:** In case of requirement (only for Planned Shutdown or Outages of generator), the Standby supply shall be provided to the Open Access Consumers as under:
1. The standby shall be provided for a maximum period of 30 days only once in a year that too in the lean period (6 months) as specified by MSEDCL.
  2. The Open Access Consumer shall apply one month in advance.
  3. The Demand charges (Currently Rs. 190/ kVA/ Month), additional demand charges (Currently Rs. 20/ kVA/ Month) and the tariff shall be billed as per the prevailing Open Access consumer category.
- 12.2 **Unplanned Shutdown (HOT Standby):** In case of Unplanned Shutdown / breakdown or unforeseen disruption of supply from the Supplier/ Captive Generator, the Standby supply shall be provided to the Open Access Consumers in lieu of the payment of temporary tariff determined by the Commission in MSEDCL's tariff order equivalent to the energy consumed.
- 12.3 **Standby not sanctioned:** The CPP Holder shall be billed at normal tariff as per MERC tariff order to the extent of Contract Demand. If the demand exceeds the contract demand then in such case penal demand charges shall be applicable as per MERC tariff order issued from time to time. The excess units drawn (above Contract Demand) by the CPP Holder shall be billed as per the temporary tariff determined by the Commission in MSEDCL's tariff order.

**13. Cross Subsidy Surcharge (CSS):**

The Open Access Consumer wheeling power for captive use shall not be liable to pay the Cross Subsidy Surcharge as per the EA 2003.

However, the Open Access Consumer shall pay the CSS to the Host Utility i.e. MSEDCL, which may be applicable as per the MERC (Distribution Open Access) Regulations, 2005, if on annual basis the consumption for the Captive Purpose happens to be less than 51 % of total generated units as per the Electricity Rules, 2005.

Thus, the CPP Holder shall submit the certificate along with all the generation and consumption details to MSEDCL annually at the end of every financial year, that his captive consumption is more than 51 % with sufficient documentary proof. The said details (duly audited by CA) shall be submitted by 30<sup>th</sup> April every year, for the previous financial year.

**14. INCENTIVES & PENALTIES:**

- 14.1 a) Whenever a consumer opts for Distribution Open Access for his requirement of load, such consumer shall not be eligible for any Incentive like Load Factor Incentive, Power

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Factor Incentive, Early Payment Incentive or any such other incentive applicable as per MERC tariff order for MSEDCL consumers, as it ceases to be a MSEDCL consumer.

b) Whenever a consumer opts for distribution Open Access for his partial requirement of load, such consumer shall be eligible for incentives, which may be applicable as per MERC tariff order for MSEDCL consumers, only to the extent it uses MSEDCL supply.

- 14.2 The Open Access Consumer shall maintain the average power factor of his load at levels prescribed by the Indian Electricity Rules, 1956 with such variations, if any, adopted by MSEDCL in accordance with Rule 27 of the Indian Electricity Rules, 1956 and in accordance with the relevant orders of the Commission (MERC).

The consumer shall be liable to pay the penalty charges which may be applicable as per MERC tariff order, amended from time to time, if the power factor is not maintained at required level as per State Grid Code.

- 14.3 The Open Access Consumer shall control harmonics of his load at levels prescribed by the IEEE STD 519-1992, and in accordance with the relevant orders of the Commission (MERC). Penalty for low power factor and for harmonics will be charged in accordance with relevant orders of the Commission (MERC).

- 14.4 In case of default in payment of any of the charges otherwise payable by a consumer / person who has been permitted Distribution Open Access, MSEDCL shall have the right to discontinue the arrangement of wheeling of power after giving 15 days notice as per section 56 (1) of EA 2003 to such consumer / person and in such circumstances, MSEDCL shall not be liable to pay any compensation to such consumer or person for any kind of the loss that such consumer or person may sustain on any account.

#### 15. Additional Surcharge:

The open access Consumer shall pay Additional surcharge on wheeling charges on case to case basis as may be applicable from time to time as per Regulation 12 of MERC (Distribution Open Access) Regulations, 2005 to the Distribution Licensee i.e. MSEDCL.

#### 16. Open Access Charges:

The open access consumer shall pay following charges to MSEDCL:

##### Operating Charges:

- a. Up-to 5 MW, Rs. 10,000/- per month
- b. More than 5 MW Rs. 20,000/- per month

#### 17 Open Access Operationalization :

The Open Access consumer shall intimate the date of commencement of open access at least 3 days before to the respective nodal officer. The nodal officer shall ensure that joint meter reading is taken in respect of the open access consumer at the time of commencement of open access.

Unless and until joint meter reading duly certified by the concerned Superintending Engineer O&M Circle, (Nodal Office) is submitted to Commercial Section Corporate Office Mumbai, within reasonable period (i.e. 15 working days), commencement of open access shall not be considered.

The open access consumer shall commence open access within 2 months from the date of issue of this permission. On failure to do so, the said permission shall stand cancelled and the consumer has to apply a fresh again to MSEDCL for grant of open access permission.

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## 18 Security Deposit

The Open Access generator (Supplier) / consumer shall provide security as per Regulation 9 of MERC (Distribution Open Access) Regulations, 2005 to the Distribution Licensee i.e. MSEDCL towards amount equivalent to one month billing for wheeling charge, cross subsidy surcharge and additional surcharge on charges of wheeling, calculated in accordance with the terms and conditions of the connection and use of the distribution system agreement.

## 19 Connection & Use of Distribution System Agreement:

As provided under Regulation 5 of MERC (Distribution Open Access) Regulations, 2005, a Connection and Use of Distribution System Agreement for connection to and use of the distribution system of a Distribution Licensee shall be entered into between-

(i) Distribution Licensee (MSEDCL);

(ii) a Consumer or person, whose premises are situated within the area of supply of the Distribution Licensee, requiring supply of electricity from a Generating Company or Licensee other than such Distribution Licensee; and

(iii) the Generating Company or Licensee, intending to give supply of electricity to such consumer or person, by using the distribution system of such Distribution Licensee for wheeling of electricity.

**The Connection & Use of Distribution System Agreement shall be executed by the open access consumer, the CPP holder/ generator with MSEDCL within fifteen days from the date of issue of open access permission.**

The agreement will be executed at the office of CE (Commercial).

## 20 Energy Purchase Agreement for over-injected units: (In case of CPP-OA only)

The Energy Purchase Agreement for over-injected units shall be entered into between-

(i) Distribution Licensee (MSEDCL);

(ii) the Open Access Consumer (Captive User) and

(iii) the Generating Company (CPP), intending to give supply of electricity to its captive user, by using the distribution system of such Distribution Licensee for wheeling of electricity.

The Agreement shall be executed by the captive user and the CPP holder (generator) with MSEDCL within thirty days from the date of issue of open access permission. The agreement will be executed at the office of CE (Commercial). In absence of the agreement, the excess energy fed into the grid due to over-injection by the generator / under-drawal by the captive user shall be treated as lapsed and no payment will be effected for the past period for retrospective purchase of such energy.

**21** Change of generator shall not be permitted to the open access consumer for intra-state open access without prior permission.

**22** The open access consumer is not permitted to avail open access from two different sources simultaneously due to operational constraints / billing issues.

**23 (i)** As provided under Regulation No. 3.1 the Maximum Demand of open access consumer in each financial year subsequent to his being granted open access shall be equal to or greater than eighty (80) per cent of the threshold level at which he has become eligible for open access failing which MSEDCL shall be entitled to withdraw the facility of open access granted to such consumer or person, as the case may be.

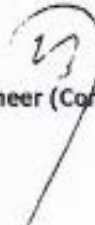
**(ii)** As provided under Regulation No. 3.1 where the facility of open access of such consumer has been withdrawn on account of failure to achieve a Maximum Demand equal to or greater than eighty (80) per cent of the threshold level, then such consumer shall be liable to pay to MSEDCL a penalty equal to two times the wheeling charges for the financial year or part thereof for which he had failed to achieve such Maximum Demand.

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- 24 The Open Access Generator / Consumer shall pay all the dues to MSEDCL field office. Also, the open access consumer shall pay all the Charges / Duties, if any, levied by any statutory Authority from time to time at his end.
- 25 The open access Generator / consumer shall abide by the Electricity Act-2003, MERC (Transmission and Distribution Open Access) Regulations, 2005 and State Grid Code and all terms and conditions / Orders issued by MERC / MSEDCL/ MSETCL/ Chief Engineer (SLDC), Kalwa from time to time.
- 26 The Open Access Generator / Consumer shall obtain the clearances, if any, from the statutory Authorities such as Government of Maharashtra, Electrical Inspector of the area, Chief Engineer (SLDC) Kalwa and C.E. (STU), MSETCL, etc. at his end.
- 27 This open access permission is issued on the presumption that all the criteria for the captive user as specified by the Act, Rules and Regulations are satisfied by the captive user. If, in future, it is observed that the captive user is not satisfying any of the legal requirements with regards to captive use / open access, then the open access permission shall deemed to be granted under section 10 of EA 2003 retrospectively from the date of commencement of open access, which may please be noted and the open access consumer / CPP holder will be responsible for all the consequences / liabilities.
- 28 The open access consumer / generator would be liable to pay any charge / duty / tax etc that may be levied by MERC / GoM / MSEDCL or any other Competent Authority.
- 29 This open access permission will be governed by the relevant provisions of the open access circular and the said circular is a part of this permission.

  
Chief Engineer (Commercial)

29 APR 2014







**POWER EXCHANGE INDIA LIMITED**

**Certificate of Purchase of REC(s)**

Number C - PXSL03140026

Issued On - 26-MAR-2014

Serial No. - PXI/26032014/SL/00026

Ultratech Cement Limited Unit Hotgi  
Cement Works

133 Certificates

REC Type Solar

Session ID REC2603201401

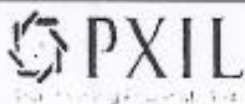
This certifies that Ultratech Cement Limited Unit Hotgi Cement Works  
is the holder of 133 Solar non transferable Renewable energy certificate(s) bought on  
26th day of MAR 2014, through *Power Exchange India Limited*.

This certificate represented hereby is issued and shall be held subject to all the provisions of the regulations  
of Honorable CERC as amended from time to time and the Bye - laws, Rules and Business Rule of  
*Power Exchange India Limited*.

Note: - This is a computer generated statement hence doesn't require signature.

29 APR 2014





**POWER EXCHANGE INDIA LIMITED**

**Certificate of Purchase of REC(s)**

Number C - PXNS03140056

Issued On - 26-MAR-2014

Serial No. - PXI/26032014/NS/00056

Ultratech Cement Limited Unit Hotgi  
Cement Works

2268 Certificates

REC Type Non Solar

Session ID REC2603201401

This certifies that Ultratech Cement Limited Unit Hotgi Cement Works  
is the holder of 2268 Non Solar non transferable Renewable energy certificate(s) bought on  
26th day of MAR 2014, through Power Exchange India Limited.

This certificate represented hereby is issued and shall be held subject to all the provisions of the regulations  
of Honorable CERC as amended from time to time and the Bye - laws, Rules and Business Rule of  
*Power Exchange India Limited*.

Note: - This is a computer generated statement hence doesn't require signature.

29 APR 2014

