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AB 890470

Agreement No: 1/2013-14

This Agreement entered into on this 15th day of November 2013 at Thiruvananthapuram

BETWEEN

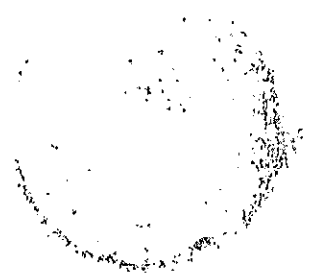
Kerala State Electricity Board (hereinafter referred to as "Buyer" which expression shall, unless repugnant to the subject or context include its successors, legal heirs and /or assignees as well) of the ONE PART,

AND

M/s. Kitex Limited, a partnership concern having its registered office at Kizhakkambalam, Aluva - 683562, Kerala (hereinafter referred to as the "Company" which expression shall when the context so admits or implies be deemed to include its successors, legal heirs and / or assignees as well) of the OTHER PART.

For KITEX LIMITED

[Signature]
Director



[Signature]
CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam
Pattom, Thiruvananthapuram.

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WHEREAS:

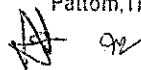
- A . In pursuance of the Government of Kerala policy regarding promotion of power generation from non-conventional sources within Kerala, Government has proposed to encourage and facilitate the development of wind projects as captive and independent power projects in Private land to exploit the wind potential and develop low cost generation sources within the State;
- B . Government of Kerala vide its order No. G.O (MS) 23/2004/PD dated 06th November 2004 and the revised G.O vide its order No. G.O (MS) 7/2007/PD dated 11.5.2007 has notified the guidelines for allowing private sector participation in Wind generation in Private Land.
- C . Hon'ble Kerala State Electricity Regulatory commission has notified regulation No1/1/KSERC – 2006/XV namely, KSERC (Power Procurement from Renewable Sources by distribution licensees) Regulations, 2006 on 24th June 2006 in accordance with provisions of clause (e) of Sub-section(1) of Section 86 of Electricity Act. 2003. As per clause 31 of the regulation the Board (deemed distribution licensee) is required to procure at least 2% of the electricity from Wind Energy sources with effect from 1st April 2006..
- D . As per the revised G.O cited, it is required to apply for Technical Clearance from the Nodal Agency ANERT and interconnection permission from KSE Board. Vide proceedings A.O. No.560/WPC/ANERT/10 dated 07/05/2010 of Director, ANERT technical approval has been accorded to M/s Sarjan Realities Limited for installation of one no. of 600 KW wind electric Generators at area in Agali village of Mannarkkad Taluk, Palakkad District. Vide Letter no: CE/TRN/E5/WEG/Agali/10-11/1296 dated 27.09.2010 of Chief Engineer, Transmission North, KSE Board, interconnection permission has been accorded to the company.
- E . The company is desirous of selling the entire power produced from the Wind Mill of Capacity 600KW located at Kavundickal of Agali Village survey no, 337/Pt Mannarkkad Taluk, Palakkad District, Kerala State and the buyer is now desirous of purchasing the entire power generated from the proposed project.

NOW, IT IS MUTALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS.

For KITEX LIMITED


Director


CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam
Pattom, Thiruvananthapuram - 4


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ARTICLE 1

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Wherever the following terms appear in this Agreement, whether in the singular or in the plural, present or past tense, they shall have the meaning stated below, unless repugnant to the context:

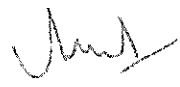
- (a) **“Accounting Year”** the financial year commencing from 1st April of a calendar year and ending on 31st March of the next calendar year.
- (b) **“Agreement”** means this Agreement including all Schedules and Annexures, together with any amendment thereto as may be made by mutual consent of the parties in writing herein after referred to as ‘PPA’
- (c) **“ANERT”** means the Agency for Non-Conventional Energy and Rural Technology.
- (d) **“Applicable Laws”** means the existing and future laws enacted by the Parliament or Kerala State Legislature which are in force for the time being including ordinances regulations and rules made there under, and judgments, decrees, or orders of any court, and international treaties and conventions having force of law during the subsistence of this Agreement.
- (e) **“Authorized Agency”** means an agency duly authorized by Government for the purpose.
- (f) **“Auxiliary Consumption”** means the internal consumption of power by the company, which shall be the difference between the number of units (kWh) generated by the Project as measured at the generator terminals at each generator unit and the number of units (kWh) as measured at the interconnection point including transformation losses.
- (g) **“Billing Date”** means the 5th day after the Metering Date or the next business day of the buyer.
- (h) **“Billing year”** means the period beginning on the Commercial Operation Date and ending at 12.00 midnight of the following March 31st. Thereafter each successive billing year shall begin on April 1st and end on March 31st of the following year, except that final billing year shall end on the date of expiry of the term or on termination of this Agreement, whichever is earlier.
- (i) **“Business Day”** means a day on which the commercial bank and Buyer are open for business in Thiruvananthapuram.
- (j) **“Buyer’s Supply Regulations”** means the regulations notified by Kerala State Electricity Regulatory Commission from time to time with regards supply of electricity.
- (k) **“Change in Law”** means the occurrence or coming into force of any of the following:
- (i) the enactment of any law or legislation passed by the State Legislature; or Parliament
 - (ii) the repeal, modification or re-enactment of any existing Indian law:
Provided that change in law shall not include:
 - (iii) coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement; or
 - (iv) any new law or any change in existing law under the active consideration of or in the contemplation of any Agreement as on the date of signing of Agreement, which is a matter of public knowledge.

For KITECH LIMITED



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CHIEF ENGINEER
(Corporate Planning)



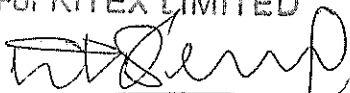
- (l) "Check Meter" means any meter and/or metering device of accuracy class equivalent to the Main Meter installed and maintained by the Buyer at the cost of the Company at the interconnecting point to measure the delivery and receipt of energy and power for the purpose of checking the Main Meter.
- (m) "Clearances" shall mean the clearances as mentioned in Schedule 6 .
- (n) "Commercial Operation Date"(COD) with respect to each individual generating unit, means the date on which such generating unit makes entry into commercial service and with respect to the project the date on which the Project makes commercial operation pursuant to the Performance Tests demonstrated by the Company before Buyer and the authorized agency pursuant to Article 5 and in any case shall not be beyond the scheduled date of completion.
- (o) "Commission" means Kerala State Electricity Regulatory Commission (KSERC) -
- (p) "Company" means a company formed and registered under the Companies Act 1956 (1 of 1956) and includes any body corporate under a Central, State or Provincial Act.
- (q) "Computer Monitoring System"(CMS) means the computer based monitoring. System comprised of hardware, software, and private communication system extending to each wind turbine, which system gathers, archives and reports turbine operating data.
- (r) "Cut-in Wind Speed" means the minimum wind speed at which the Wind Electric Generators is deliverable to a load.
- (s) "Cut-out Wind speed" means the maximum wind speed at which the Wind Electric Generators produces energy.
- (t) "Day" shall mean 24 (twenty four) hour's period beginning at 0.00 Hrs India Standard Time and ending at 24.00 Hrs on the same day.
- (u) "Delivered Energy" means the total energy delivered and metered at the Interconnection point.
- (v) "Design Energy" means the energy to be generated by the Project in a year as detailed in the Wind mapping study contained in the Micro survey(sitting) Report.
- (w) "Despatch Instructions" means the instruction from the State Load Despatch Centre to schedule and control the generation at the Project in order to commence, increase, decrease or cease the energy delivered to the Buyer/ State Transmission Utility's grid system.
- (x) "Dispute": means any dispute, difference or controversy between the Parties arising under or out of, or in relation to, this Agreement and so Notified in writing by any party to other party.
- (y) "Due date of Payment" means the 10th day after the billing date.
- (z) "Electricity Act 2003" or Act 2003 means Electricity Act 2003 as amended from time to time.
- (aa) "Evacuation System" means transmission facilities built from the pooling Substation / Wind Electric Generator 's at 33 KV up to Kerala grid system.
- (ab) "Financial Closure" means the signing of the Financing Documents for Project financing and the fulfillment of all conditions precedent to the initial availability of funds there under and the receipt of commitments for such Equity as required by the Company to satisfy the requirements of the Lenders, provided however that the Company has immediate access to funds (subject to giving the required draw down notices) regarded as adequate by the Company and on terms regarded as satisfactory by the Company.

the Company and in any case shall be achieved within 3 months from the date of signing of this Agreement.

- (ac) **"Force Majeure events"** shall have the meaning set forth in Article 14 hereof.
- (ad) **"Government"** means the Government of Kerala.
- (ae) **"Generating Unit"** means one set of wind generator and auxiliary equipment and facilities forming part of the project.
- (af) **"Grid System"** means the Buyer/ State Transmission Utility's network of transmission and distribution through which the Delivered Energy is evacuated and distributed.
- (ag) **"Guaranteed Capacity:** with respect to each generation unit, means the generating capacity (net of auxiliary load) of such generating unit and with respect to the project, generating capacity (net of auxiliary unit) as determined in accordance with Article 5.4, guaranteed by the company to Board at the interconnection point, subject to the ceiling of nominal capacity, correction factors such as grid frequency, ambient temperature, humidity, wind speed etc.
- (ah) **"Infirm Energy"** means energy generated prior to the date of Commercial Operation Date of each generating unit and metered at the interconnection Point.
- (ai) **"Interconnection Facilities"** means all facilities installed by the Company to enable the Buyer's Grid System to receive the delivered energy from the Project at the interconnection Point including the transformer and the associated equipments, relay and switching equipments, protective devices and safety equipments and transmission lines from the Project to the nearest interconnecting point.
- (aj) **"Inter connection Point"** means gantry point or points in the nearest buyer/State Transmission Utility's Substation.
- (ak) **"Interconnecting substation"** includes facilities located at the nearest substation of the buyer/State Transmission Utility's Substation where the project transmission line connects to the Kerala grid.
- (al) **"Kerala State Electricity Grid code"** (KSEGC) means the State Grid code specified under class (h) of subsection (1) of section 86 of the Electricity Act 2003 by Kerala State Electricity Regulatory Commission and as amended from time to time.
- (am) **"Lender"** means the financial Institution, bank, fund or trust who provide or refinance the debt component cost of the project (including guarantee, letter of credit, rise participation facility, take out facility and other forms of credit enhancement) and includes subscribers to / trustee for the holders of the debentures / bonds other securities issued by the developer to meet the cost of the project.
- (an) **"Material Adverse Effect"** means a material adverse effect on the ability of Company to exercise any of its rights or perform/discharge any Duties/obligations under and in accordance with the provisions of this Agreement.
- (ao) **"Main Meter"** means the Availability Based Tariff compatible special energy meter of 0.2 class accuracy having import / export registering facility and with applicable IEC / BIS standards as per Central Electricity Authority (Installation and Operation of Meters) regulations 2006 with its amendments thereupon to record the delivery and receipt of energy at the inter connection point.
- (ap) **"Maintenance Outage"** means an interruption or reduction of the generating capability of the Project for purpose of performing work on specific components which work should not in the reasonable opinion of the company be postponed until the next Scheduled Outage and shall be scheduled and allowed by the Buyer/State Transmission Utility.
- (aq) **"Meters"** shall mean a Main Meter and a Check Meter.

- (ar) "Metering Date" for a billing period means the first working day of each calendar month for a scheduled time mutually agreed between the parties.
- (as) "Metering Code" means the Regulations notified by Central Electricity Authority as per installations and Operations of meters, Regulations 2006.
- (at) "Metering Point" means the point located at the interconnection point at which the energy delivered is metered.
- (au) "MVAR" means Megavars
- (av) "MW" means Megawatts
- (aw) "MWh" means Megawatt hour.
- (ax) "National Electricity Policy" means Policy notified by the Central Government in compliance with section 3 of Act 2003..
- (ay) "Nominal Capacity" with respect to a generating unit means the net generating unit capacity of 0.6 MW, at 0.95 pf lag at the interconnection point and with respect to the Project the net generating capacity of 0.6 MW at 0.95 pf lag at the interconnection Point under the Project Site condition and frequency variation between 48.5 Hz and 51.00 Hz (at 40° C and at 80% relative humidity) as furnished by the manufacturer/supplier in the purchase contract with the Company and after deduction of auxiliary consumption.
- (az) "Operating period" means the period commencing from COD and ending at the expiry of the term of the agreement specified in this PPA.
- (aaa) "Party" means a party to this agreement.
- (aab) "Performance Tests" shall mean the tests specified in Article 5.
- (aac) "Pooling substation" means facilities developed by KSEB/developer so as to pool the wind power in each potential area.
- (aad) "Project" means the wind power project set up at survey no. 337/Pt at Mannarkkad Taluk, Palakkad District, Kerala State, comprising of 600 KW Capacity, one no of Wind Turbines as described in schedule 9, ancillary equipment and facilities suitable for generating nominal capacity and includes all Civil & Electrical works, Central Monitoring & Control system, overhead transmission/sub transmission line up to interconnection point/ pooling substation, land, buildings (including staff quarters) and infrastructure and other facilities, ancillary and related establishments, equipments and conveniences.
- (aae) "Project Facilities " includes Company's equipment, wind turbines, step-up transformer(s), circuit breakers, necessary evacuation lines from Wind electric generators to the pooling substation/interconnecting substation , protective and associated equipment, communication and data collection equipments for transfer of required real time data to State Load Despatch Center, improvements, and other tangible and intangible assets , property and access rights and contract rights necessary for the construction, operation and maintenance of the electric wind generating facility to be located at the site specified in schedule 7 that produces energy output sold under this Agreement to the Buyers interconnection point.
- (aaf) Project substation means facilities located at project site which inter connect the project tie line and project transmission line.
- (aag) Project Transmission line means the transmission line connecting the project substation to the interconnection point/pooling substation.

For KITEX LIMITED



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 CHIEF ENGINEER
 (Corporate Planning) &
 SAFETY

- (aah) "Project Site" shall mean the area of land used by the Company for building, operating and maintaining the project as per the approved Technical proposal and as described in Schedule 7.
- (aai) "Prudent Electrical Practices" means the use of equipment, practices and methods, as required to comply with applicable Codes, Standards and regulations in India, to protect the Buyer/STU's System, employees, agents and customers from malfunctioning by the Project and to protect the project and company's employees and Agents from malfunctioning by the Kerala grid.
- (aaj) "Prudent Utility Practices" means the practices, methods, techniques and standards as changed from time to time that are generally accepted internationally for use in Electric Utility and Power generation industries (taking into account conditions in India), and used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipments lawfully, safely, efficiently and economically, as applicable to the power station of the size, service and type of the project and that generally conform to the manufacturer's operation and maintenance guidelines.
- (aak) "Regional Power committee" means the Committee established by resolution by the Central Government for a specific region for facilitating the integrated operation of the power system in the region.
- (aal) "Scheduled Date of Completion" means the date on which the project is completed in all respect and it shall be wit in two years from the date of signing of this Agreement.
- (aam) "Schedule Outage" means a planned interruption or reduction of the generating capability of a unit or the power station that is not a Maintenance Outage.
- (aan) "State Load Despatch Centre" shall include Load Despatch Centre as defined in the Electricity Act, 2003.
- (aao) "Synchronisation Date" shall mean the date on which electric energy is generated and delivered in the Buyer/STU system for commissioning, testing and initial start up.
- (aap) "System Emergency" means a contingency in the Kerala grid/system of Buyer which threatens safe and reliable operation of such system.
- (aaq) "Tariff" shall mean as defined in Article 9
- (aar) "Tariff Year" means the Billing year as defined in clause (h)
- (aas) "Tariff period" means the period commencing from the date of Synchronization ie: 29.09.2010 up to the 20th year.
- (aat) "Technical Limits" means the limits and constraints described in Schedule 3 relating to operation and maintenance and dispatch of power from the Project.
- (aau) "Technical Proposal" means the technical proposal given by the company to ANERT in the format prescribed by ANERT
- (aav) "Termination" means the early termination of this Agreement in accordance with the provisions thereof but shall not unless the context other wise requires include the expiry of this Agreement due to efflux of time in the normal course.
- (aaw) "Termination Date" means the date on which the termination occurs.
- (aax) "Termination Notice" means the notice of Termination by either party to the other party in accordance with the provisions of this Agreement.
- (aay) "Tested Capacity" means the capacity of the plant determined pursuant to the Performance Tests.

FOR KITEK LIMITED



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CHIEF ENGINEER
(Corporate Electrical)

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- (a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- (b) references to Applicable Law shall include the laws, Acts, Ordinances, Rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;
- (c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other legal entities;
- (d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) References to "construction" include investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction;
- (f) Any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (g) any reference to day shall mean a reference to a calendar day;
- (h) Any reference to month shall mean a reference to a calendar month;
- (i) The Annexure and the Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (j) any reference at any time to any Agreement, deed, instrument, or document of any description shall be construed as reference to that Agreement, deed, instrument, or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (k) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- (l) Any consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any party or the Government and/or the Independent Auditor shall be valid and effectual only if it is in writing under the hands of the party or Secretary (Principal) of the concerned Department or Independent Auditor or their duly authorised representative as the case may be, in this behalf and not otherwise;
- (m) Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include either such days or dates.

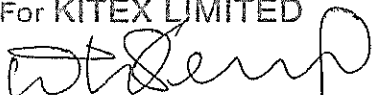
1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

1.4 Ambiguities and Discrepancies

In case of ambiguities or discrepancies within this Agreement, the following shall apply:

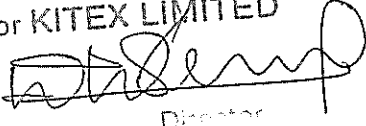
For KITEX LIMITED




Cont..... CHIEF ENGINEER
 (Corporate Signatory)



- (a) between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
- (b) between the written description of the Drawing and the specifications and standards, the latter shall prevail;
- (c) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail;
- (d) between any value written in numerals and that in words, the latter shall prevail.

For KITEX LIMITED

Director


CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam
Rattom, Thiruvananthapuram - 4



ARTICLE 2

TERM OF AGREEMENT AND CONDITIONS PRECEDENT

2.1 Term of Agreement:

This Agreement shall be valid for the entire 20 years from the date of COD of the windmill project.

Provided that in the event of Termination, the term of this Agreement shall mean and be limited to the period commencing from date of this Agreement and ending with the Termination Date provided that the project will remain as an independent power producer for the entire tenure of the agreement.

2.2 Conditions Precedents

The obligations of Buyer and the Company under this Agreement shall become effective except for infirm energy as provided in relevant articles on fulfillment of conditions specified in sub clauses a & b and below:

a) Obligations of the Company:

The Company shall have:

- (i) Achieved COD as per the terms of this agreement.
- (ii) Received all Clearances, statutory or otherwise required to execute and operate the Project; and
- (iii) Obtained approval of the Kerala State Electricity Regulatory Commission (KSERC) for the terms of this Agreement.
- (iv) Achieved financial closure within 3 months from the date of signing of this Agreement.

Note:

The Company shall promptly inform the Buyer the date on which the conditions precedent pursuant to Article 2.2 has been fulfilled.

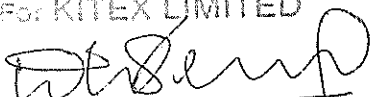
b) Obligations of the Buyer

The Buyer shall have obtained all approvals, consents and licenses that are required to enable the Buyer to enter into this Agreement.

2.3 Non Fulfillment of Conditions Precedent:

- Non- fulfillment of the conditions precedent, or refusal to waive any of the conditions precedent which is not fulfilled, on completion of two years from the date of signing this agreement unless extended by mutual Agreement, are grounds for termination of the Agreement without liability to either party.

For KITEX LIMITED


Director


CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam
Pattom, Thiruvananthapuram - 4

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ARTICLE 3**PROJECT DESCRIPTION****a. Summary description:**

The Company shall construct operate and maintain the project facilities, including the project transmission line and project substation. The infrastructure development charge fixed by the Government in consultation with Board shall be remitted by the developer to Kerala State Electricity Board /State Transmission Utility. A complete description of the facility, including nominal capacity of the project, identification of number and nominal capacity of the generating units and capacity of wind turbines, other equipment and components that comprise the facility are provided in Annexure I.

b. Site

- (1) The facility shall be located at the area generally described as:

Project Name	: Kitex Limited.
Village	: Agali
Location/ District	: Agali / Palakkad
Longitude and Latitude	: 11 06' 25.8/76 36 38.1
State/Country	: Kerala / India


- (2) A scaled map that identifies the location of the project facility, project transmission and substation, interconnection facilities, and significant ancillary facilities including the facilities at point of delivery, is included in Annexure I.

C. General Design and Construction of the Project Facility


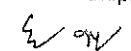
Developer shall construct the project facility constructed in a workmanlike, professional manner according to prudent utility practices. The facility shall be:

- (1) Capable of supplying energy output in compliance with the requirements of power purchase agreement.
- (2) Capable of operating at power levels as specified in the power purchase agreement.
- (3) Equipped with protective devices and generator control systems designed and operating in accordance with the power purchase agreement and prudent utility practices.
- (4) Equipped with necessary Supervisory Control And Data Acquisition arrangements and Communication facilities to provide unit wise injection of MW, MVAR, bus voltage, frequency and isolator status and any other Relevant parameters in real time to State Load Dispatch Center in a format compatible to the existing Supervisory Control And Data Acquisition system of State Load Dispatch Center . Any interfacing issues and Protocol issues have to be sorted out by the company at their expenditure.

For KITEX LIMITED


Director


CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam
Pattom, Thiruvananthapuram - 4

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ARTICLE 4


RESPONSIBILITIES OF THE COMPANY AND THE BUYER

4.1 Responsibilities of Company

- a) The Company shall operate the Project in a safe manner and shall comply with the statutory/regulatory measures taken by the Government of Kerala /Government of India with respect to the operation of the Project.
- b) The Company shall generate power at 690V, stepped up to 33KV and transmitted to inter connecting sub station at 33KV located at Agali, which is at a distance of 7Km from the project switch yard.
- c) The Company shall at its own cost maintain the tie line up to pooling substation/interconnecting substation in accordance with the specification and requirements as notified to the Company by the Buyer at its own cost and in accordance with Prudent Utility Practices. The tie lines so constructed shall remain as dedicated tie line.
- d) The Company shall its own cost and expenses subscribe purchase and maintain by due re-instatement or otherwise such insurance as may be necessary till the expiry of this Agreement.
- e) The Company shall operate and maintain the Project during the term of the Agreement, in accordance with:
 1. Prudent Utility Practices;
 2. All applicable laws and directives;
 3. The manuals, instructions and manufacturer's guidelines supplied by construction contractors, manufacturers of equipments/suppliers etc;
 4. Despatch Instructions
 5. Certified power curve
- f) The Company shall give three months advance notice to the Buyer intimating the readiness of each generating unit to be electrically synchronised for the first time and connected to the inter- connecting station/ substation bus bars. In case of developers who are constructing the power evacuation system as per the master plan of KSEB, the notice period shall be one week.
- (g) The company shall give the buyer 60 days notice before COD of each generating unit/project.” In case of developers who are constructing the power evacuation system as per the master plan of Kerala State Electricity Board, the notice period shall be three days.
- (h) The Company shall ensure that reactive power as per grid requirement specified in real time by State Load Despatch Centre corresponding to active power generation pumped into Kerala State Electricity Board/STU grid system upto a minimum power factor of 0.95 lag. The company agrees to provide sufficient capacity of capacitors, in its WEG, to minimize the drawal of reactive power from the Board's grid and the capacitors should get cut off automatically so that the power factor shall be maintained above 0.95 and to control the voltage regulation within 10% of the rated voltage at the point of supply.
- (i) The Company shall, in case constraints in the Kerala grid or in Buyer's evacuation system, back down the generation till such time normalcy is restored as directed by State Load Despatch Centre.
- (j) The Company shall prepare the Operation and Maintenance schedule and get it approved by the Buyer/State Load Despatch Centre within 60 days before each Tariff Year.

For KITEX LIMITED


Director


CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam
Pattom Thiruvananthapuram - 4

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- (k) The company shall submit all financing documents to the buyer and Kerala State Electricity Regulatory Commission within 30 days of signing thereof.
- (l) The Company shall maintain accurate and up-to-date operating logs, records and monthly reports regarding the Operation and maintenance of the project which shall include details of power output, other operating data, repairs performed and status of equipment. All such records shall be maintained for a minimum of twenty four (24) months after the creation of such reports or data and for any additional length of time required by regulatory agencies having jurisdiction over the parties. Upon expiry of the aforesaid period, the Company shall hand over such records to the buyer/State Transmission Utility.
- (m) The company acknowledge that wind turbines have the potential to produce substantial carbon dioxide credits and other environmental air quality credits and related emission reduction credits or Clean Development Mechanism benefits related to the generation of energy after commercial operation. The parties agree that any and all such credits or benefits shall be shared equally between the company and the buyer/STU. In furtherance of the foregoing, company hereby agree to pursue efforts in organising such credits or benefits.

4.2 Responsibilities of Buyer

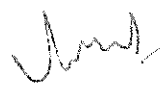
- (a) The Buyer shall provide all possible assistance to the Company in its initiatives in obtaining all way-leaves required for construction, installation, operation and maintenance of the Project including the transmission lines.
- (b) The Buyer shall give the Company 15 days notice regarding the readiness of the interconnection facility at the switching sub station/grid for the full evacuation and utilisation of energy/power from the Project.
- (c) The Buyer shall purchase all the electricity made available by the Company at the interconnection Point subject to system constraints, instructions of state load despatch centre and Force Majeure conditions.


4.3 Mutual Covenants

Each party will duly pay all rents, taxes, cesses, fees, revenues, assessments, duties, other outgoing and other amounts owed by it and will observe all the rules and regulations pertaining to the same, and will not do or omit to do or suffer to be done anything which could reasonably be expected to adversely affect or prejudice the interest and rights of the other party in any manner whatsoever.

For KITEX LIMITED


Director


CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vayalath, Bhadrakal
Pattom, Thiruvananthapuram



ARTICLE 5

COMMISSIONING AND ENTRY INTO COMMERCIAL SERVICE

5.1. Performance Test to establish Entry into Commercial Service

The Company shall conduct performance tests in accordance with the procedure prescribed in Schedule 9, for entry of the generating unit (s) / project, as the case may be, into commercial service. The company shall, at least 7 days prior to the Date of Completion, give the Buyer notice of the performance test and shall invite Buyer's representatives and the agency authorized by Government to attend the same.

5.2 Certificate of Commercial Operation

The Buyer or authorized agency of Government shall issue Certificate of Commercial Operation of the Project, to the Company on successful completion of the Performance Tests.

For the purposes of this clause each of the generating unit and/or the Project shall be deemed to enter into commercial service of the Company has demonstrated fourteen day's operation with a minimum of one day's continuous operation of such generating unit and/or the Project and during such period the Tested capacity of generation unit(s)/Project, as the case may be, is not less than ninety percent (90%) of the Nominal Capacity for a minimum period of twenty four (24) consecutive hours within the electrical system characteristics and functional specifications, provided in Schedule 3 and Technical Limits provided on Schedule 2.

5.3 Provisional Certificate of Commercial Operations:

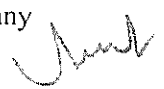
If due to non-availability of required wind velocity, the Performance Tests cannot be carried out by the Company, the Buyer or agency authorized by Government may issue a Provisional Certificate of Commercial Operation of the Project to the Company after carrying out the tests that are possible to be conducted with the available wind velocity.

- b. The Provisional Certificate shall be valid for a period of 12 months from the date of issue or upto the date on which the Performance tests are conducted, whichever is earlier. The Board/State Transmission Utility shall purchase the energy generated from the generating unit/Project as per the tariff determined by Kerala State Electricity Regulatory Commission for a period of twelve months from the date of issuance of Provisional Certificate subject to the condition that the company shall establish a Bank Guarantee towards the provisional payments made by Board/State Transmission Utility till the declaration of Commercial Operation.
- c. In the event of the Performance Tests demonstrating that the Company has not satisfied the parameters set out in article 5.2, then the Provisional Certificate shall stand cancelled. In such an event the power generated by the Company shall be deemed to be Infirm Power and the tariff therefore shall be the tariff applicable for Infirm Power, which is Rs.0.25/- unit. The additional payment made by the Buyer shall be adjusted against Bank Guarantee submitted by the company as per sub clause (b).

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5.4. Shortfall in Nominal Capacity

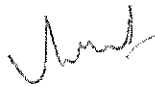
If the Tested Capacity is less than the Nominal Capacity, the Company shall endeavour to bring the capacity to Nominal Capacity within a period of sixty days. If the Company fails to do so, the Tested Capacity from the Commercial operation of the unit/ project shall be treated as Guaranteed Capacity.

5.5. Excess of Nominal Capacity

Where the Tested capacity of a generation unit/project is more than the Nominal capacity of the unit/ project, Nominal capacity shall be taken as the tested capacity of the unit/project, as the case may be.

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ARTICLE 6

SALE AND PURCHASE OF ENERGY

6.1 The Company agrees to sell and the buyer agrees to purchase the entire energy made available by the Company at the interconnection point as per the tariff specified in Article 9 during the term of this agreement or till the termination date in the event of termination. It is further agreed by, and between the parties that the Project will be operated on despatchable basis and that the Company shall operate the project at the nominal capacity or less, as may be directed by the Buyer from time to time, subject to Technical limits, Prudent Utility Practices, availability declaration by the Company and at a power factor as per Article 4.1 (h) and within the frequency ranges between 48.5 Hz and 51.0 Hz.

6.2 Tariff for Infirm Energy:

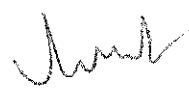
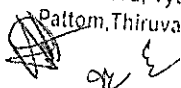
The Infirm Energy shall be metered at the interconnection Point as per provisions under Article 7, and delivered at the Inter Connection point/grid. The Buyer shall pay for the metered Infirm Energy at the tariff as mentioned in Article 9.2.

6.3 Carbon Credit

The benefits accruing on account of carbon credit for the project shall be shared equally between the State Transmission Utility /buyer and the company.

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ARTICLE 7**METERING**

- 7.1 The Company shall install a main meter and a check meter at the Interconnection Point and at the high voltage side of the step up transformer installed at the project site and a fall back meter of same specification at the generator end in accordance with Kerala State Electricity Grid Code.
- 7.2 Meters shall be capable of measuring and recording the following parameters for various time/frequency blocks as per Prudent Utility Practices. Meters shall have provision to down load and transmit following real time data to State Load Despatch Centre in format and protocol suitable to State Load Despatch Centre.
- a. Active Energy (kwh) and Reactive Energy (kvarh)
 - b. Instantaneous voltage, current, power factor
 - c. Frequency
 - d. Maximum demand in KVA/KW for each demand period and for the total period since the last reset.
 - e. Kwh/kvarh since last reading
 - f. Real time and time of day metering; and
 - g. Number of resets
- 7.3 The Parties shall undertake a joint reading of the Meters on the date of synchronisation, on COD, and subsequently on the first working day of every month at pre-appointed time as settled between the Parties.
- 7.4 All Meters shall be jointly inspected, and sealed by authorised representatives on behalf of the Buyer, the Company and State Transmission Utility.
- 7.5 The Meters shall be calibrated annually as specified in metering code/KSEGC and tested for accuracy semi annually and shall be treated as working satisfactorily so long as the errors are within the limits prescribed for meters of the class. The readings of the Main Meters recorded jointly by the parties will form the basis for billing, so long as the results of the half-yearly checks thereof are within the prescribed limits.
- 7.6 In the event that Computer Monitoring System is found to be inaccurate by more than two percent (2%), Fall back meter reading may be adopted. If Fall back meter is also faulty, the parties shall estimate the amount of Power generation during the period of inaccurate measurements based on the certified power curve of machine and wind data as per wind mast installed at project premises and the actual machine availability achieved.
- 7.7 All the tests on the Meters shall be conducted jointly by the representatives of both the parties and the results and corrections so arrived at mutually will be recorded in writing and will be applicable and binding on both the parties.
- 7.8 The calibration and the maintenance of the Meters shall be done by the Buyer at the cost of the Company.
- 7.9 If intentional tampering of metering cubicle or Energy Meters at the Company's Power Plant is detected, the Buyer has the option to withdraw from the PPA and also take the action under applicable laws and Buyer's supply regulations.

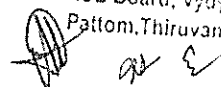
For KITEX LIMITED



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ARTICLE 8**PLANT OPERATION AND MAINTENANCE****8.1 Operation of the Project**

- a) The Company shall operate and maintain the Project in accordance with the Operation and Maintenance Schedule submitted by the Company and approved by the Buyer under Section 4 (1) of this Agreement.
- a) The Company shall supply the generated electrical energy to the Buyer in accordance with the instructions of the State Load Despatch Centre.
- b) The Company agrees to provide suitable automatic device so that the Wind Electric Generator/s should get cut off automatically when the grid supply fails.
- d) The Company agrees that the Buyer will not be responsible for any damage to its Wind Electric Generators resulting from parallel operation with the grid and that the Buyer shall not be liable to pay any compensation for any such damage(s).
- e) There should not be any fluctuations or disturbances to the grid or other consumers supplied by the grid due to paralleling of the Wind Electric Generator/s. The Company shall provide adequate protection as required by the Buyer to facilitate safe parallel operation of the Wind Electric Generator/s with the grid and to prevent disturbances in the grid.
- f) The Company shall make good the losses, if any, due to any damages that may occur to the equipment/lines of the Buyer resulting on account of parallel operation of its Wind Electric Generators.
- g) Pursuant to issuance of a notice for the purposes and conferring reasonable opportunity of hearing, the Buyer may opt for disconnection of the Company's Wind Electric Generators from the Buyer grid if forced oscillation occurs at any time while the Wind Electric Generator/s are in operation.
- h) In case of unsymmetrical fault on HV bus, the Company is bound to share the fault current according to impedance in the circuit. To meet such contingency and for safe operation of generator, the Company agrees to provide separate overload relay on such phase and earth fault relay. It is further agreed that under no circumstances, these relays should be bypassed.
- i) Functioning of the relays should be calibrated and tested by competent authorities and report maintained.

8.2 Procedures to be Determined

The Company shall submit the following to the Buyer 30 days prior to the Scheduled Date of Completion of the first generating unit/Project:

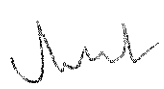
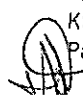
- a. Detailed procedure for the co-ordination of Inter Connection Facility and transmission facilities including inter-tripping schedules;
- b. Commissioning and testing arrangements;
- c. Despatch Procedure
- d. Procedures for maintenance of records;
- e. Emergency plans;
- f. Meter reading statement format; and
- g. Supply of Generation details from the computer monitoring station, procedure, periodicity, recording, verification, notification, etc.

8.3 The Operating Procedures shall be consistent with the following, it being clearly understood that in the event of inconsistency between two or more of the following, the order of priority as between them shall be the order in which they are placed, with 'applicable law' being the first:

- (a) Applicable law
- (b) Grid code
- (c) Terms and conditions of this Agreement
- (d) Functional Specifications
- (e) Technical Specifications
- (f) Prudent Utility Practices

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Director

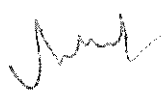
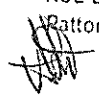

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Cont.....19 (Corporate Planning) &
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KSE Board, Vidyuthi Bhavanam,
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8.4 Outages

- (a) The Company shall submit a written schedule to the Buyer/ State Load Despatch Centre of its desired Scheduled outage periods, at least 60 days before the commencement of each Tariff year. Within 15 days of the receipt of the same, the Buyer shall notify the Company in writing if the requested Scheduled outage periods are acceptable to the Buyer. If there are any requested Scheduled outage periods that the Buyer cannot accept, the Buyer shall advise the Company of the time period when such proposed Scheduled outage can be rescheduled, which rescheduled time periods shall be of equal duration as the Scheduled outage period proposed by the Company. The Buyer may only request a revision to the Company's proposed Scheduled outage to accommodate the reasonable requirement of the Buyer and the Grid System subject to Prudent Utility Practices and this Agreement, the Company shall use reasonable efforts to accommodate all the reasonable requests of the Buyer. If the Buyer does not notify the Company in writing within 15 days of receipt of the written schedule of desired Scheduled outages, it shall be deemed to have consented to the desired Schedule outage as per the written schedule. A minimum of fifteen day's notice shall be given by the Company to the Buyer prior to taking the shutdown for maintenance of the Project.
- (b) Either party may, upon written notice given not later than 30 days prior to a Scheduled outage, request the rescheduling of such Scheduled outage. Any rescheduling of a Scheduled Outage in accordance with Section (a) shall be subject to mutual approval of the Parties, which approval shall not be unreasonably withheld or delayed.
- (c) The Company shall use reasonable efforts to give advance notice to the Buyer to the extent feasible of any unscheduled outage and shall provide the Buyer with an estimate of the duration and scope of such outage. Following any unscheduled outage, the Company shall use reasonable efforts to return the equipment of the Unit/Project as soon as reasonably practicable to the level of generation immediately prior to such unscheduled outage.
- (d) Except when the equipment of the station is under forced shutdown or is under Scheduled outage, such equipment or any auxiliaries or works in relation thereto shall not be taken out for maintenance, testing or overhaul resulting in outages or reduced generation unless mutually agreed upon by both the Parties.

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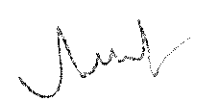
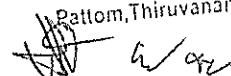

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 KSE Board, Vidyuthi Bhavanam
 Pattom, Thiruvananthapuram - 4
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ARTICLE 9TARIFF

- 9.1. "Tariff period": Tariff Period shall be reckoned from COD (ie: 29.09.2010) of the first generating unit till the end of the 20th year (ie: 28.09.2030) from the date of COD.
- 9.2. "Single Part Tariff": The tariff applicable shall be as mentioned in Schedule 8 as per Order O.P. No: 24/2013 dated 10.10.2013 of KSERC.
- 9.3. "Infirm Energy Rate": In respect of the sale of Infirm Energy if any, the Buyer shall pay a tariff of Rs.0.25/Kwh.
- 9.4. In the event of the company drawing more units than the units of energy delivered at the interconnection during a billing month, then the Buyer shall charge the net metered energy delivered at the interconnection point as per the appropriate tariff.
- 9.5. "Reactive Energy Charges" Reactive power at lagging power factor up to 10% of the net active energy generated shall be charged at 25 Ps/Kvarh. For drawal of more than 10% of the net active energy 50Ps/Kvarh shall be charged for the total drawal.

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ARTICLE 10**BILLING AND PAYMENTS****10.1 Monthly Bills**

The Company shall furnish a bill to the Buyer on Billing Date in such a form as may be mutually agreed by the Buyer and the Company for the billing month. Each bill for a billing month shall be payable by the Buyer on the Due Date of Payment. The tariff invoice shall be
Delivered energy pertaining to the project = $x1 - (x1 \times z \%)$

Where $x1$ is the reading of the energy meter installed at the project site.

Z = percentage transmission loss incurred in the transmission line between the project and the interconnection point and shall be

$$Z = \frac{(x1+x2+x3+-----) - Y}{(x1+x2+x3+-----)} \times 100$$

y = reading of the energy meter installed at the interconnecting point.
 $x2, x3, x4, \dots$ etc. are the readings of the energy meters installed at the various wind mill projects set up in the area and connected to the interconnecting substation.

10.2 Billing

The monthly bill will be assumed as undisputed unless the Buyer informs the company within 5 working days of receipt that the bill is disputed with the reasons thereof. In any event the Buyer shall pay the Bill on the Due Date of Payment and in the event of resolution of dispute the same shall be resolved in accordance with sub article 10.5. In the event of dispute, the buyer shall pay 90% of the bill amount only and balance will be paid only after the settlement of the dispute,

10.3 Billing for Energy Purchased by the Company

Energy purchased by the Company from the Buyer for consumption or during maintenance / shutdown period of the power plant shall be billed by the buyer on monthly basis as per the appropriate tariff.

10.4 Supplementary Bill

The adjustments, if any, on account of any additional claims or errors in the billing for a month shall be made through supplementary bills and shall also be paid / adjusted with the next month's bill.

10.5 Payment

Buyer shall make the payments of the amounts due in Indian Rupees by cheque on or before the due date of payment.

10.6 Penalty for delay in payment

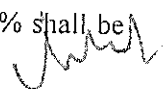
The monthly bill for the energy metered at the interconnecting point shall be paid by the buyer on or before the due date of the payment. If the buyer does not pay the amount due within 60 days from the date of billing, then the buyer shall pay 1.25% interest rate per month for such payment from the date on which the payment was due until the payment is made in full.

10.7 Rebate for Prompt Payment

If the Buyer pays the amount due with in the due date of payment, then a rebate of 2% shall be given to the Buyer by the Company."

For KITEX LIMITED


Director


CHIEF ENGINEER
(Corporate Planning) &
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KSE Board, Vedyuthi Bhavanam
Battarambanam, Chennai

ARTICLE 11**INSURANCE****11.1 Insurance:**

The Company shall at its cost and expense, purchase and maintain by re- instatement or otherwise, during the Operations Period of insurance against:

- (i) loss, damage or destruction of the Project Facilities, at replacement value;
- (ii) the Company's general liability arising out of the License;
- (iii) liability to third parties;
- (iv) Fire Protection coverage insurance; and
- (v) any other insurance that may be necessary to protect the Company, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeuro Events that are insurable.

11.2 Evidence of Insurance

The Company shall provide annually to the Government/Buyer copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Company in accordance with this Agreement.

11.3 Validity of Insurance


The Company shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the Agreement period and furnish copies thereof to the Government/Buyer. The insurance policy shall not be cancelled or terminated unless 10 days' clear notice of cancellation is provided to the Buyer in writing.

Provided that if at any time the Company fails to obtain or maintain in full force and effect any or all of the insurance causing the buyer to incur any expense, such sums incurred by the Government/Buyer therefore shall be reimbursed by the Company to the Government/Buyer together with interest thereon at 5 % p.a over SBI PLR from the date the respective sums were incurred by the Government/Buyer, within 7 days from the receipt of claim in respect thereof made by the Buyer.

11.4 Application of Insurance Proceeds

Subject to the provisions of the Financing Documents and unless otherwise provided herein; the proceeds of all insurance policies received shall be promptly applied by the Company towards repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. The Company may designate the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project. The Company shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facilities after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, except for normal wear and tear.

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

ARTICLE 12**PROTECTION SYSTEM**

- 12.1 The Company shall be responsible for designing protection system of the entire equipment for safe operation of the Project/Project Facilities as per the Prudent Utility Practices.
- 12.2 The Company shall ensure that the protective relays for the Project Facilities shall be suitably graded and co-ordinated with the Buyer's relays as may be required by the Buyer. The protection scheme shall be approved by the STU.
- 12.3 The company shall design, construct, test, control, operate and maintain the project in accordance with, Prudent Utility Practices and Prudent Electrical Practices

For KITEX LIMITED

Director .


CHIEF ENGINEER
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ARTICLE 13

REPRESENTATION AND WARRANTIES

13.1 Representation and Warranties of the Company

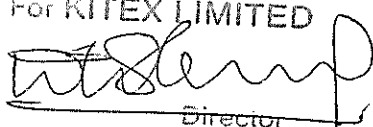
The Company represents and warrants to the Buyer that:

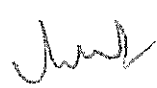
- (a) the Company duly organised and validly existing under laws of India and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions hereof;
- (b) this Agreement constitutes valid, legal and binding obligation of the Company, enforceable in accordance with the terms hereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting creditor's rights generally to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences; the discretion of the court before which any proceeding thereof may be brought and the principles of Equity in general;
- (c) there are no actions, suits or proceedings pending or to the Company's knowledge threatened, against or affecting the company before any court or administrative body or arbitral tribunal that might materially adversely affect the ability of the Company to meet and carry out its obligations under this Agreement; and
- (d) the execution and delivery by the Company of this Agreement has been duly authorised by all requisite corporate or partnership action, and will not contravene any provision of, or constitute a default under any other related Agreement or instrument to which it is a party or by which it or its property may be bound.

13.2 Representations and Warranties of Buyer

Buyer represents and warrants to the Company that:

- (a) the Buyer shall be the Board, a statutory body duly constituted under the Electricity (Supply) Act 1948 and continuing as STU and Licensee under section 172(a) of Electricity Act 2003 and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions hereof;
- (b) this Agreement constitutes the valid legal and binding obligation of the Buyer, enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting creditor's rights generally to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences, discretion of the court before which any proceeding thereof may be brought and the principles of Equity in general;
- (c) There are no actions, suits or proceedings pending or to the Buyer's knowledge threatened, against or affecting the Buyer before any court or administrative body or arbitral tribunal that might materially adversely affect the ability of the Buyer to meet and carry out its obligations under this Agreement; and
- (d) the execution and delivery by the Buyer of this Agreement has been duly authorised by all requisite corporate action and will not contravene any provision of, or constitute a default under any other related Agreement or instrument to which it is a party or by which it or its property may be bound.

For KITEX LIMITED

 Director


CHIEF ENGINEER
 Cont..... (Corporate Planning) &
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 Pattom, Thiruvananthapuram - 4

ARTICLE 14**FORCE MAJEURE****14.1 Force Majeure Events**

Force Majeuro Event means any of the Non-Political Events or the Political Events as set out in clauses 2 and 3 of this article including the impact/consequence thereof which:

- (a) is beyond the control of the party claiming to be affected thereby (the "Affected Party",
- (b) causes a Material Adverse Effect and prevents the Affected party from performing or discharging its obligations under this Agreement; and
- (c) the affected party has been unable to overcome or prevent despite exercise of due care and diligence.

14.2 Non-Political Events

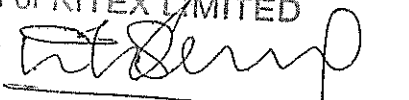
Any of the following events which prevents the Affected Party from performing any of its obligations for a continuous period of not less than 7 days from the date of its occurrence, shall constitute a Non-Political Event:

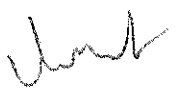
- a) earthquake, flood, inundation, landslide;
- b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c) fire caused by reasons not attributable to the Company or the Contractor or any of the employees or agents of the Company or the Contractor;
- d) acts of terrorism;
- e) illegal strikes, boycotts, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Company or the Contractor;
- f) war, hostilities (whether war be declared or not);
- g) invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war;
- h) ionizing, radiation, contamination by radio activity from nuclear fuel, any nuclear waste, radioactive toxic explosion;
- i) volcanic eruptions;
- j) any other events of like nature; and
- k) any failure or delay of a contractor caused by any of the aforementioned non-political events, for which no offsetting compensation is payable to the Company by or on behalf of the contractor.

14.3 Political Events

Any of the following events shall constitute a Political Event; namely:-

- (a) Change in Law
- (b) Any failure or delay of a contractor caused by any of the aforementioned political event for which no offsetting compensation is payable to the company by or on behalf of the contractor.

For KITEX LIMITED

 Director

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 CHIEF ENGINEER
 (Corporate Planning) &
 SAFETY COMMISSIONER
 KSE Board, Vidyuthi Bhavanam
 Pattom, Thiruvananthapuram - 4

14.4 Obligations of the Parties

(a) Obligation to Intimate

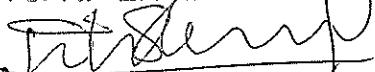
- (i) As soon as may be practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall intimate the other party of the Force Majeure Event setting out, inter alia , the following in reasonable detail:
 - (ia) the nature and extent of the Force Majeure Event and classification of the same as political/non political;
 - (ib) the estimated Force Majeure period;
 - (ic) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
 - (id) the measures which the affected party has taken or Proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby ; and
 - (ie) any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the parties under this Agreement.
- (ii) As soon as practicable and in any case within 5 days of intimation by the Affected party in accordance with the preceding sub clause a(i), the parties shall meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the Project / Project Facilities in order to:
 - (iia) finalise the classification of Force Majeure event mentioned in item (ia) of clause (i) above;
 - (iib) assess the impact of the underlying Force Majeure Event;
 - (iic) to determine the likely duration of Force Majeure Period; and
 - (iid) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.
- (iii) The affected party shall during the Force Majeure Period provide the other party with regular (not less than weekly) reports concerning the matters set out in the preceding sub clause (ii) as also any information, details or document, which the other party may reasonably require.

(b) Performance of Obligations

If the affected party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (Political/Non Political), it shall be excused from performance of such obligations to the extent to which it is unable to perform the same on account of such Force Majeure Event provided that:-

- (i) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- (ii) the affected party shall make all reasonable efforts to mitigate or limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- (iii) the affected party shall take all remedial measures including duly prosecuting and exhausting all such remedies available to the affected party under the Applicable Laws;

For KITEX LIMITED



Director


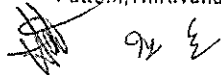
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CHIEF ENGINEER
 (Corporate Planning) &
SAFETY COMMISSIONER
 KSE Board, Vidyuthi Bhavanam
 Pattom, Thiruvananthapuram - 4

- (iv) when the affected party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder:

The affected party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement.

For KITEX LIMITED

Director .


CHIEF ENGINEER
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SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam
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ARTICLE 15

EVENTS OF DEFAULT AND TERMINATION

15.1 Events of Default

a) Company Event of Default

Any of the following events shall constitute an event of default by the Company ("Company Event of Default") unless such event has occurred as a result of a Buyer Event of Default or a Force Majeure Event.

- (i) If the Project is designed, constructed or completed in a manner that materially deviates from the provisions of the Technical proposal Clearance or in a manner that deviated from Prudent Utility Practices.
- (ii) if the Company wilfully or recklessly fails in material respect to operate and maintain the Project in accordance with Prudent Utility Practices or as per the requirements of this Agreement;
- (iii) if the Company does not comply with Despatch Instructions,
- (iv) Any representation made or warranties given by the Company under this agreement is found to be false or misleading.
- (v) The Company has otherwise been in Material Breach of any of its other obligations under this Agreement.

(b) Buyer Event of Default

Any of the following events shall constitute an event of default by Buyer ("Buyer Event of Default"), unless caused by a Company Event of Default or a Force Majeure Event:

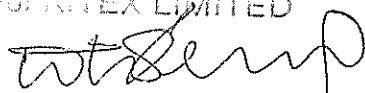
- (i) Buyer is in breach of any of its obligations under this Agreement except those for which specific remedy has been provided elsewhere, and has failed to cure such breach within 15 (Fifteen) days of receipt of notice thereof issued by the Company.
- (ii) Buyer has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.
- (iii) Buyer has failed to make payment of undisputed amount of the monthly bills of two consecutive operational months (60 days), within the date of payment in respect of the monthly bill for second such consecutive month without any lawful excuse;
- (iv). Buyer has delayed the payment of Tariff that has fallen due in terms of this Agreement beyond 2 consecutive months without any lawful excuse.

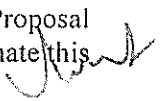
15.2 Termination due to Company Events of Default

(a) Termination

- (i) Without prejudice to any other right or remedy which Buyer may have in respect thereof under this Agreement, upon the occurrence of a Company Event of Default, the Buyer shall be entitled to terminate this Agreement as hereinafter provided, under due intimation to the Government.
- (ii) If the Buyer decides to terminate this Agreement pursuant to preceding sub-clause (i), it shall in the first instance issue Preliminary Notice to the Company. Within 30 days of receipt of the Preliminary Notice, the Company shall submit to the Buyer in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Company's Proposal to Rectify"). In case of non submission of the Company's Proposal to Rectify within the said period of 30 days, the Buyer shall be entitled to terminate this Agreement by issuing Termination Notice.

FORNITEX LIMITED


Director

Cont. C.  **CHIEF ENGINEER**
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam

- (iii) If the Company's Proposal to Rectify is submitted within the period stipulated there fore, the Company shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however the Company fails to remedy/ cure the underlying Event of Default within such further period allowed, the Buyer shall be entitled to terminate this Agreement by issue of Termination Notice.
- (iv) However if the buyer decides to terminate this agreement the company shall continue to generate power and the buyer shall purchase the power as long as the complete termination of this agreement is made and enforced, and the same terms and conditions set forth in this agreement shall be binding for the buyer and the company, till the termination process is completed.

b. Termination Notice

If Buyer having become entitled to do so decides to terminate this Agreement pursuant to the preceding clause (a), it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- (iii) any other relevant information.
- (iv) In the event the company decides to give an appeal petition to the Kerala State Electricity Regulatory Commission about its grievances, the buyer shall continue to carry out its obligations under this agreement until the final verdict of the KSERC.

C. Obligation of Parties

Following issue of Termination Notice by Buyer, the Parties (Company/Buyer) shall promptly take all such steps as may be necessary or required to ensure that;

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of service to the users of the Project Facilities; and

d. Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Company who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of Buyer at any time before the Termination occurs, the Termination Notice shall be withdrawn by Buyer which had issued the same or the Kerala State Electricity Regulatory Commission verdict shall be final and binding as to the continuance of this agreement.

15.3 Consequence due to Buyer Event of Default

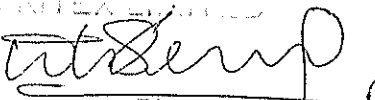
In the event of Buyer event of Default as per clause 15.1(b), the Buyer shall provide a revolving irrevocable Stand by Letter of Credit in the SBT Vaidyuthi Bhavanam Branch, Pattom, Thiruvananthapuram, which shall be equal to 1 month bill amount which is arrived as per the provisions in Clause 9.2 .The Stand by LC can be operated only in the event of default as per provisions of clause (iii) of article 15.1(b).

15.4 Obligations of Buyer on Termination

Buyer shall pay all undisputed outstanding dues of the Company as per the provisions of this agreement.

15.5 Obligations of the Company on Termination

Upon termination of this Agreement, the company shall pay all legitimate dues to the buyer.

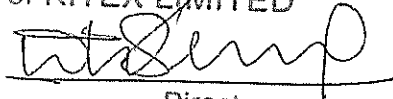
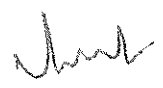
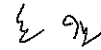

Director

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CHIEF ENGINEER
(Corporate Planning &
SAFETY COMMISSIONER
P&E Dept., Vaidyuthi Bhavanam

ARTICLE 16**DISPUTE RESOLUTION****16.1 Amicable Resolution**

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, shall in the first instance, be resolved amicably in accordance with the procedure set forth in clause (b) below.
- (b) Either party may require such dispute to be referred to the Chairman, Kerala State Electricity Board and the Chief Executive Officer of the Company, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any case within 15 days of such reference, to discuss and attempt to amicably resolve the dispute. If the dispute is not amicably settled within 30 (thirty) days of such meeting between the two, the dispute may be referred for adjudication by Kerala State Electricity Regulatory Commission in accordance with the provisions of the Electricity Act 2003.

For KITEX LIMITED


Director .
CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam
Paltom, Thiruvananthapuram - 4

ARTICLE 17**LIABILITY AND INDEMNITY****17.1 Limitation of Liability**

Except as expressly provided in this Agreement, neither the Company nor the Buyer nor their respective officers, directors, agents, employees of Affiliates (or their officers, directors, agents or employees) shall be liable or responsible to the other party or its affiliates, officers, directors, agents, employees, successors or assigns (or their respective insurers) for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and property due under this Agreement). The Buyer shall have no recourse against any officer, director or shareholder of the Company or any affiliate of the Company or any of its officers, directors or shareholders. The Company shall have no recourse against any officer of the Buyer, or any affiliate of the Buyer or any of its officers:

Provided that under this Article, a party shall be liable to the other party for any additional costs, expenses or loss suffered, arising directly from a wilful default of the party obligations under this Agreement.

NOTE:

For the purposes of this Article, "wilful default" shall mean-

- i) an intentional or reckless breach / disregard by a party of its obligations under this Agreement;
- ii) a failure to remedy a breach resulting from an error of judgement or mistake arising in good faith; or
- iii) a failure to remedy a breach, in accordance with Prudent Industry Practice.

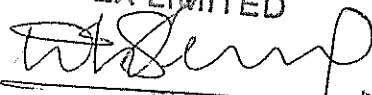
17.2 Indemnification

- (a) The Buyer shall bear responsibility for loss of or damage to property, death or injury to person (or any claim against the Company and / or its contractors in respect thereof) and all expenses relating thereto (including without limitation reasonable legal fees) suffered by the Company and/or its contractors in connection with the Project resulting from any negligent act or omission of the Buyer, without recourse to the Company and / or its contractors. The Buyer shall hold the Company and / or its contractors fully indemnified in respect thereof.

The indemnity shall not extend to any loss, damage, death or injury (or any claim in respect thereof) or any expenses relating thereto to the extent that it was caused by any act or omission of the Company and / or its contractors to take reasonable steps in mitigation thereof. Provided that nothing in clause 2 (a) of this article, shall apply to any loss, damage, cost or expense in respect of which and to the extent that, the Company and / or its Contractors are compensated pursuant to the terms of any insurance, or other contracts such as the construction contract or the operation and maintenance contract.

- (b) The Company shall bear responsibility for loss of or damage to property, death or injury to person (or any claim against the Buyer and / or its contractors in respect thereof) and all expenses relating thereto (including without limitation reasonable legal fees) suffered by the Buyer in connection with the Project resulting from any negligent act or omission of the Company and / or its contractors, without recourse to the Buyer. The Company shall hold the Buyer fully indemnified in respect thereof. The said indemnity shall not extend to any loss, damage, death or injury (or any claim in respect thereof) or any expenses relating thereto to the extent that it was caused by any act or omission of the Buyer or the failure of the Buyer to take reasonable steps in mitigation thereof. Provided that nothing in this sub article of this Agreement shall apply to any loss, damage, cost or expense in respect of which and to the extent that the Buyer is compensated pursuant to the terms of any insurance, Agreement or through any other means.


For KITEX LIMITED


Director

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CHIEF ENGINEER
(Corporate Planning) &

SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam

 Pattom, Thiruvananthapuram - 4

- (c) In the event such injury or damage results from the joint or concurrent, or negligent or intentional acts of the parties, each shall be liable under this indemnification in proportion to its relative degree of fault.

17.3 Intimation of Proceedings

- (a) Where a party receives a claim from a third party in respect of which it is claimed to be indemnified under clause 2 above, it shall promptly intimate the other party of such claims.
- (b) Neither party shall settle or compromise any claim, action, suit nor proceeding with third party in respect of which it is entitled to be indemnified by the other party without the prior written consent of that party, such consent shall not be unreasonably withheld or delayed.

17.4 Defence of Claims

The indemnified party shall have the right to contest, defend, and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such indemnified party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the indemnifying party hereunder; provided, however, that if the indemnifying party acknowledges in writing its obligations to indemnify the indemnified party in respect of loss to the full extent provided by Article 17.2 of this Agreement, the indemnifying party shall be entitled, at its option to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through counsel of its choice if it gives prompt notice of its intention to do so to the indemnified party and reimburses the indemnified party for the reasonable costs and expenses incurred by the indemnified party prior to the assumption by the indemnifying party of such defence.

The indemnified party shall not be entitled to settle or compromise any such claim, action, suit or proceeding without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed.

Further, the indemnified party shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such indemnified party, when and as incurred unless,-


- (a) the employment of counsel by such indemnified party has been authorised in writing by the indemnifying party,
- (b) the indemnified party shall have reasonably concluded that there may be a conflict of interest between the indemnifying party and the indemnified party in the conduct of the defence of such action,
- (c) the indemnifying party shall not in fact have employed independent counsel reasonably satisfactory to the indemnified party to assume the defence of such action; and shall have been so intimated by the indemnified party, or
- (d) the indemnified party shall have reasonably concluded and specifically intimated the indemnifying party either that there may be specific defences available to it which are different from or additional to those available to the indemnifying party or that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of the Agreement.


In order to apply sub-clause (b), (c) or (d) above, the counsel for the indemnified party should have the right to direct defence of such claim, action, suit or proceeding on behalf of the indemnified party and the reasonable fees and disbursements of such counsel shall constitute legal or other expense.

17.5 Assignment and Charges

No party shall assign this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the other party. Provided that the Company can create/ assign all or any of its rights and benefits under this Agreement as security for indebtedness, in favor of the Lenders and working capital providers for the Project;

For KITEX LIMITED


Director

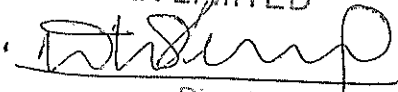

CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Andhra Pradesh

ARTICLE 18


MISCELLANEOUS PROVISIONS

- 18.1 Any variation, waiver or modification of any of the terms of this Agreement shall be valid only if communicated in writing and agreed and signed by / or on behalf of the parties hereto.
- 18.2 The invalidity or unenforceability for any reason of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder.
- 18.3 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 waiver of any such provision or relinquishment of any such rights but the same shall continue in full force and effect.
- 18.4 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.
- 18.5 The Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any Agreement or undertaking for or act on behalf of or to act as or be an agent or representative of or to otherwise bind, the other party.
- 18.6 Cancellation, expiration or earlier termination of the Agreement shall not relieve the parties of obligations that by their nature should survive such cancellation, expiration or termination, including without limitations, warranties, remedies, promises of indemnity and confidentiality; provided, however, that all obligations surviving the cancellation, expiration or early termination of the Agreement shall only survive for a period of 5 (five) years.
- 18.7 The language of the Agreement shall be English. All documents, notices, waivers and all other communication written or otherwise between the parties in connection with the Agreement shall be in English language.
- 18.8 The Agreement and the rights and obligations hereunder shall be interpreted, construed and governed by the Laws of India, as in force, from time to time.
- 18.9 The Schedules (I to 10) and Annexure (I to VI) attached hereto are intended by the parties as the final expression of their Agreement and are intended also as a complete and exclusive statement. All prior written or oral understandings, offers or other communications of every kind pertaining to the sale or purchase of Electrical output hereunder between the Buyer and the Company are hereby abrogated and withdrawn.
- 18.10 The Agreement shall not confer any right of suit or action, whatsoever, on any third party.
- 18.11 The Company shall obtain and maintain necessary policies of insurance during the term of this agreement consistent with prudent utility practices.
- 18.12 Under no circumstance shall Buyer undertake any contingent liability by way of providing guarantee etc. for the Company for implementing the Project.

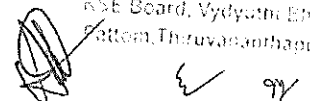
For KITEX LIMITED



Director ,



CHIEF ENGINEER
(Corporate Planning)
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SAFETY COMMISSION
KSE Board, Vidyuthi Bhavanam
Pattom, Thiruvananthapuram - 4



ARTICLE 19**INTIMATION**

19.1 Any intimation or communication required to be in writing hereunder shall be given by any of the following means: registered, certified, or first class mail, telex, facsimile or telegram. Such intimation or communication shall be sent to the respective parties at their addresses listed below.

Except as expressly provided herein, any intimation shall be deemed to have been given on the seventh day of despatch. Any intimation given by first class mail shall be considered sent at the time of posting. Communications by telex, telecopy, or telegram shall be confirmed by depositing a copy of the same in the post office for transmission by registered, certified or first class mail in an envelope properly addressed as follows:

In the case of the Buyer

To
The Chairman / Chief Engineer (Corporate Planning)
 Kerala State Electricity Board,
 Vaidyuthi Bhavanam,
 Pattom, Thiruvananthapuram

Phone: 0471 2447404 Fax: 0471 2558340 E Mail: ccplg@kseboard.com

In the case of the Company

To
M/s. Kitex Limited,
Kizhakkambalam – 683 562
Aluva,
Kerala

Phone: 0484-2680700 Fax: 0484-2684866 E Mail: anna@annagroup.net

19.2 Any party may, by 15 (fifteen) days' written notice to the other, change the representative or the address to which such notices and communications are to be sent.

19.3 **List of schedules and annexure**

The following schedules and annexure shall form an integral part of the Agreement.

- Schedule 1: Project Facilities
- Schedule 2: Technical Limits
- Schedule 3: Electrical system characteristics and functional specifications
- Schedule 4: List of permits and clearances
- Schedule 5: Start up power measuring procedure
- Schedule 6: Work sheet for Annual Wind energy output
- Schedule 7: Project site particulars
- Schedule 8: Tariff Table
- Schedule 9: Performance Test Procedure
- Schedule 10: Despatch Procedure
- Annexure I: Project facility description
- Annexure II: Certified power curve and Single line diagram
- Annexure III: Bill meter reading
- Annexure IV: Check meter reading
- Annexure V: Daily generation report
- Annexure VI: Monthly tripping report

For KITEX LIMITED

Director

[Signature]
CHIEF ENGINEER
 (Corporate Planning) &
 SAFETY COMMISSIONER
 KSE Board, Vidyuthi Bhavanam
 Pattom, Thiruvananthapuram - 4

' IN WITNESS WHEREOF, the Parties hereto have caused this Agreement executed on the day, month and year first above written

THE COMMON SEAL OF M/S Kitex Limited was pursuant to a resolution of its Board of Directors passed on that day hereunto affixed in the presence of:



SIGNED BY For M/s. Kitex Limited

[Handwritten signature]

In the presence of witness:

1. Roy, K Thomas
Asst. General Manager
Kitex Ltd, Kizhathakulam

[Handwritten signature]

2. S. Mayaden
Suzlon Energy Ltd,
Teivardum

[Handwritten signature]

AND

SIGNED BY:

For and on behalf of the Kerala State Electricity Board.

In the presence of witness:-

1. Poaveen. A.L
Assistant Engineer
O/o the Chief Engineer
(Corporate Planning)

[Handwritten signature]

2. Dotomy, L
O/E
O/o the CE (CP)

[Handwritten signature]

Approved,
[Handwritten signature]
31/12/2013

SECRETARY
KERALA STATE ELECTRICITY
REGULATORY COMMISSION
THIRUVANANTHAPURAM

For KITEX LIMITED

[Handwritten signature]
Director

CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam
Pattom, Thiruvananthapuram - 4

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SCHEDULE 1

(Brief provisions of the Technical proposal of the company as approved by ANERT)

SALIENT FEATURES

S:No	Description	Particulars
1.	<u>General Data</u>	
	1.1 Make of WEG	SUZLON
	1.2 Type	S-52
	1.3 Rated Output (KW)	600 KW
	1.4 Hub Height (m)	75 M
	1.5 Rotor diameter (m)	52 M
	1.6 No. of blades	Three (3)
	1.7 Rotor Orientation (Upwind / downwind)	Up wind
	1.8 Power Regulation	Pitch
	1.9 Pitch angle for stall regulated machine	-NA-
	1.10 Cut in wind speed (m/s)	4 m/sec
	1.11 Wind speed at rated out put (m/s)	13 m/sec
	1.12 Cut out wind speed (m/s)	25 m/sec
	1.13 Tip speed (m/s)	66 m/sec
	1.14 Survival wind speed (m/s)	42.5 m/sec (Ref.Wind)
	a) 10 minute average at Hub Height	59.5 m/sec (Surv.Wind)
	b) 2 seconds gust at hub height	24.19 rpm
	1.15 Rated rotor speed (rpm)	--
	1.16 Maximum designed rotor speed	5°
	1.17 a) Nacelle tilt angle	4.4°
	b) Angle of cone	690 V
	1.18 Voltage (V)	± 15%
	1.19 Voltage variation (%)	50 Hz
	1.20 Frequency (Hz)	-6% to +5%
	1.21 Frequency Variation (%)	560 A
	1.22 Rated current Amps	10% 2%(Voltage)
	1.23 Asymmetry Variation (%) Current	45°C
	1.24 Designated maximum temperature (0c)	-NA-
	1.25 Noise Level (dB) (also specify distance)	20 Years
	1.26 Designated life (years)	18% (for 15 m/sec)
	1.27 Designated turbulence intensity	
2	<u>Weight</u>	
	2.1 Rotor (Kg)	10.4 Ton
	2.2 Nacelle (Kg)	27.9 Ton
	2.3 Tower (Kg)	81.5 Ton
	2.4 Total (Kg)	119.6 Ton
3	<u>Gear Box</u>	
	3.1 Make	Winergy / Hansen
	3.2 Type / Model	1 Planetary / 2 Helical
	3.3 Gear ratio	1:63.6
	3.4 No of Stages	3
	3.5 Max. power transmission	660kW
	3.6 Lubrication system	Self Lubrication
	3.7 Type of Oil	Mineral
	3.8 Quantity of Oil	120 Liters
	3.9 Type of cooling	Forced oil circulation
	3.10 Weight without oil (kg)	5.4 Ton

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For KITEX LIMITED

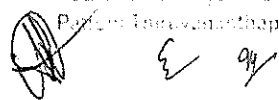

Director


CHIEF ENGINEER

(Corporate Planning & Safety Commission)

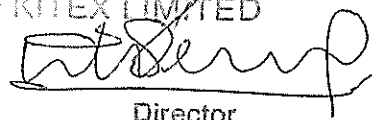
KSE Board, Bangalore

Project: The, Karnataka

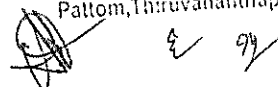


	<p>Generator</p> <p>4.1 Make 4.2 Rated power output (kw) at 0.95 power factor 4.3 Type (synchronous / Asynchronous) 4.4 Dual speed / Variable speed 4.5 Voltage 4.6 Rated rpm 4.7 Frequency (Hz) 4.8 Current (Amps) 4.9 No. of Poles 4.10 Insulation class 4.11 Protection type 4.12 Type of cooling 4.13 If forced coolant than a) Type & quantity of coolant b) Pump rating c) Motor make & rating d) No. of phase e) Motor duty cycle 4.14 KVAR consumption for generator at - No load - 25% load - 50% load - 75% load - 100% load 4.15 Weight (kg)</p>	<p>Siemens 600KW</p> <p>Asynchronous Single Winding 690 V 1500 rpm 50 Hz 560 A 4 Pole H Type Differential Potential Relay Air cooling</p> <p>-NA- -NA- -NA- -NA- -NA-</p> <p>75 KVAR - 690 V 175 KVAR - 690V 275 KVAR - 690V 375 KVAR - 690 V 475 KVAR - 690V 4.5 Tons</p>
5	<p>Tower</p> <p>5.1 Make 5.2 Height 5.3 Type (Tubular / Lattice / Material) 5.4 No. of sections 5.5 Assembling 5.6 Ladder type 5.7 Safety system 5.8 Surface treatment 5.9 No & type of landing platforms 5.10 Type of reptile protection</p>	<p>Suzlon Towers & Structures Ltd. 73 Mtr. Lattice -NA- Fastened Vertical Climbing Ladder with Safety harness</p> <p>Checked plate & Fall arrestor Hot dip Galvanised (HDG)</p>
6	<p>Yawing system</p> <p>6.1 Make & Type 6.2 Gear ratio 6.3 Rated capacity of yaw motor (kw) 6.4 No. of yaw motors 6.5 Type of yaw brake 6.6 No. of yaw brake</p>	<p>Borfiglioli 1:2500 1.5KW 2 Nos. Electro Magnetic Type 2 Nos</p>
7	<p>Brake system</p> <p>7.1 Aero dynamic - Type - Control 7.2 Mechanical - make - position - No. of Calipers - Motor capacity (kw)</p>	<p>Active Pitch Variable frequency drive(VFD)</p> <p>Hanning & Kahl Left 1 Set 0.5 HP</p>

For KITEX LIMITED

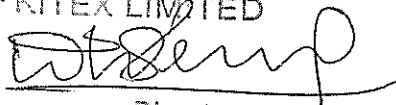

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Palatom, Thiruvananthapuram

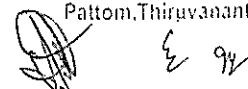


8	Rotor 8.1 Blade material 8.2 No. of blades 8.3 Rotor diameter (m) 8.4 Swept area (m ²) 8.5 Length of blade (m) 8.6 Blades profile 8.7 Weight of each blade 8.8 Ref.: Standards - Ref no - Date of issue - Name of authority with address 8.9 Lighting protection for blades	Glass fiber reinforced EPOXY 3 Nos 52 Mts 2124 m ² AE25 TUDELFT 1400 Kg AERT-HOLLAND Embedded Aluminum with birded copper flat
9	Hub 9.1 Make and type 9.2 Material	Cast SP helical hub EN-GJS-400-18V-LT
10	Main shaft 10.1 Make & type 10.2 material	Shrink fit with GB EN-GJS-400-18V-LT
11	Main Bearing 11.1 Make 11.2 Type and specification	FAG / SKF Spherical roller bearing
12	Coupling 12.1 Make 12.2 Type and specification	KHR-ARC06 Apex Coupling, Constant Speed
13	Nacelle 13.1 Material 13.2 Type of nacelle bed 13.3 Facility of loading and unloading 13.4 Lighting protection	EN-GJS-400-18V-LT Cast box frame Hook provided Lighting attractor grounded to earth.
14	Power factor compensation 14.1 Capacity (KVAR) 14.2 Rated Voltage 14.3 Number 14.4 No of steps 14.5 Power factor at different loads after compensation - No load - 25% load - 50% load - 75% load - 100% load 14.6 Guaranteed KVARh consumption as Percentage of annual Kwh generation	25 KVAR x19 Nos = 475 690 V 19 Nos 8 x 2 (25 KVAR) 75 KVAR 175 KVAR 275 KVAR 375 KVAR 475 KVAR 3%
15	Power Panel 15.1 Voltage 15.2 Short circuit level 15.3 Rating of main MCCB 15.4 Provision for earth fault protection 15.5 Dimension 15.6 Relevant standards	690 V 15 KA - 690 V 630 A Inbuilt - MCCB 150 x 150

For KITEX LIMITED


Director ,

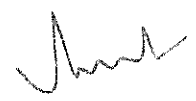

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16	Control system 16.1 Type 16.2 List of display (separate sheet attached) 16.3 List of error messages(separate sheet attached) 16.4 List of annunciation (separate sheet attached) 16.5 Stop features 16.6 Remote control facility 16.7 Printing facility 16.8 Details of special accessories (like Lap-top computer) for retrieval of parameters including power curve data.	List Enclosed List Enclosed List Enclosed List Enclosed List Enclosed Yes Yes Enclosed
17	Details of AC-DC-AC converter / Inverter system (for variable speed WEGs)	-NA-
18	Sensors List of sensors (Please attach separate sheet)	List Enclosed
19	Power cable Between generator & Power Panel <ul style="list-style-type: none"> - Type & make - Conductor material - Conductor size - No of core - Ref standard Note: Please attach cable schedule for other cables giving details like purpose, type no. of cores etc.	XLPE / Rubber Copper 150 Sqm 1 core x 2 run / Phase IEC
20	ISO 9000 certification 20.1 Category certification 20.2 Date of certification	ISO 9001:2000 (DNV)
21	Power Evacuation system and substation details.	33KV feeder from Agali to Switching Yard. / 33/11KV Agali SS.(It can cater 22MW)

For KITEX LIMITED

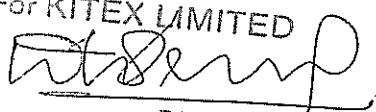

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List of Sensors for 600KW WEG

1. Vibration Sensor
2. Proximity Switch (Rotor Speed)
3. Proximity Switch (Generator Speed)
4. Yaw Sensor
5. Infra-red Sensor
6. Twist Stop Sensor
7. EOC
8. Anemometer
9. Wind vane
10. Pressure Switch
11. Hygrostat
12. Break ON/OFF Sensor
13. Pad wear Sensor

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 9/

SCHEDULE 2

TECHNICAL LIMITS

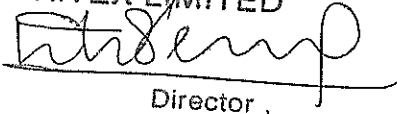
- 1 Type of Turbine : Suzlon, S-52
2. Generation Voltage Nominal : 690 Volts
3. Power factor : 0.95 lag
- 4 Frequency Range : 49 Hz to 50.0 Hz
- 5 Nominal Grid frequency : 50 Hz
- 6 Grid Voltage : 33KV
- 7 Load Variation during normal Operation : 5% to 15% (Based on wind velocity)

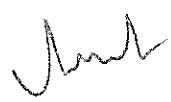
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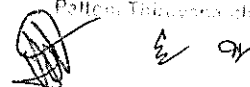
Note:

1. Even though normal regime of operation shall be 85 % to 100% the Company shall operate the Project at a lower load when so required by the SLDC with in guarantee terms as specified by Machine supplier.
2. Each unit shall be capable of generating and delivering reactive power corresponding to a pf as specified in item(3) above
3. Operation of the project outside the nominal voltage with +10% to -10% variation and pf range as specified above will result in a reduction of pf output consistent with generator capability curves which results in penal charges.

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Palle, Tiruvananthapuram

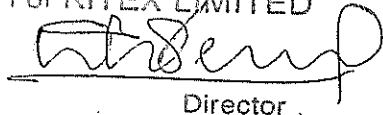


SCHEDULE 3

ELECTRICAL SYSTEM CHARACTERISTICS AND FUNCTIONAL SPECIFICATIONS

1. Generator Terminal Voltage : 690 volts
2. Frequency : 50Hz
3. Speed at rated power : 1539 RPM
4. Power Factor : 0.95 lag
5. Certified power curve : Refer Annexure II (Enclosed)
6. Rated Out put : 0.60 MW, 0.7 MVA
9. Single line diagram : Refer Annexure II (Enclosed)
10. Type of Exciter : Not applicable
- 11 Exciter Voltage : Not applicable
- 12 Exciter : Not applicable
13. Automatic Voltage Regulator details : Not applicable
14. Possibility of running the Machine as Synchronous Condenser : Not applicable
15. KVAR that can be supplied : Not applicable

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SCHEDULE 4

List of Permits and Clearances


Statutory permits and clearances or otherwise as required for execution and operation of Wind Projects.

In general the following clearances / pre requisites are required before execution of wind projects.

- a) Technical approval by ANERT
- b) Signing of PPA with Kerala State Electricity Board
- c) Land acquisition, outright Purchase of private land
- d) Approval from State forest Department / Ministry of environment and forest if required.
- e) Clearance from the Kerala State Pollution Control Board, If required
- f) Interconnection Permission from Kerala State Electricity Board
- g) Any other clearances as may be required by central / State government / local bodies for the execution of this projects.

For KITEX LIMITED

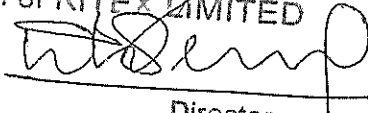

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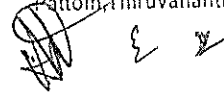
SCHEDULE 5

START-UP POWER MEASURING PROCEDURE

Energy required for starting the generation from the Project shall be drawn through Buyer's transmission system and shall be measured by energy meter provided at "Interconnection Point". The units of such energy drawn from Buyer's transmission system during any billing period shall be deducted from the energy delivered by Company to the Buyer in the same billing period. The bills shall be prepared on net energy basis.

For KITEY LIMITED

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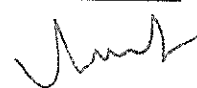
SCHEDULE 6

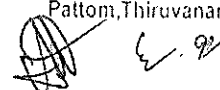
WORK SHEET FOR ESTIMATED ANNUAL WIND ENERGY OUTPUT

Class Interval	Mid Wind Speed	Frequency percent	Total Hours	Wind Sped at 65 mtr height	Wind Speed at hub height of 75 mtr	Power output at Std Air Density	Power output at Site Air Density	Total Units Generated
				mtr/sec	mtr/sec	kW	kW	kWh
0-0	0.0	6.3	548.83	0.0	0.00	0.00	0.00	0
0.5-1.5	1.0	3.9	337.67	1.0	1.02	0.00	0.00	0
1.5-2.5	2.0	4.1	358.08	2.0	2.04	0.00	0.00	0
2.5-3.5	3.0	8.3	726.58	3.0	3.07	0.00	0.00	0
3.5-4.5	4.0	11.8	1,033.08	4.0	4.09	0.00	0.00	0
4.5-5.5	5.0	10.1	888.67	5.0	5.11	40.81	33.80	30,035
5.5-6.5	6.0	7.5	655.67	6.0	6.13	106.43	92.90	60,909
6.5-7.5	7.0	6.5	573.17	7.0	7.15	187.79	168.22	96,417
7.5-8.5	8.0	6.1	534.58	8.0	8.17	286.98	259.71	138,839
8.5-9.5	9.0	5.1	449.92	9.0	9.20	391.66	359.29	161,649
9.5-10.5	10.0	4.3	372.92	10.0	10.22	487.69	454.69	169,562
10.5-11.5	11.0	4.2	365.00	11.0	11.24	555.10	529.62	193,311
11.5-12.5	12.0	4.4	387.33	12.0	12.26	587.91	574.38	222,476
12.5-13.5	13.0	4.8	419.17	13.0	13.28	602.64	596.06	249,848
13.5-14.5	14.0	4.3	374.50	14.0	14.30	608.05	605.45	226,740
14.5-15.5	15.0	3.2	284.42	15.0	15.33	607.55	607.80	172,870
15.5-16.5	16.0	2.1	182.33	16.0	16.35	609.91	608.61	110,970
16.5-17.5	17.0	1.3	111.25	17.0	17.37	609.91	609.91	67,853
17.5-18.5	18.0	0.7	60.50	18.0	18.39	609.91	609.91	36,900
18.5-19.5	19.0	0.4	36.75	19.0	19.41	609.91	609.91	22,414
19.5-20.5	20.0	0.2	21.83	20.0	20.43	609.91	609.91	13,316
20.5-21.5	21.0	0.2	15.58	21.0	21.46	609.91	609.91	9,504
21.5-	22.0	0.1	11.08	22.0	22.48	609.91	609.91	6,760

For KITEX LIMITED


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E. P.

22.5								
22.5-23.5	23.0	0.1	6.33	23.0	23.50	609.91	609.91	3,863
23.5-24.5	24.0	0.0	2.92	24.0	24.52	609.91	609.91	1,779
>>25	25.0	0.0	2.00	25.0	25.54	0.00	0.00	0
Total		100	8,760	Gross Generation At Site Air Density (kWh) :			1,996,013	

Date of consideration

Power Law index- 0.15

Correction factor for air density

Array efficiency - 90%

Machine availability - 92%

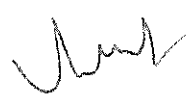
Grid Availability - 92%

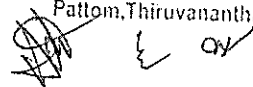
Minimum Annual energy output after correction factors per WTG- 15,20,483

Minimum Annual energy output from generation units/project as the case may be- 15,00,000 After correction factors and auxiliary consumption-

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Schedule 7

Project Site Particulars.

PROFORMA TO BE SUBMITTED ALONGWITH THE APPLICATION FOR THE
WIND POWER GENERATION:

DETAILS OF THE APPLICANTS.

M/s. Kitex Limited
Kizhakkambalam
Aluva- 683562
Ernakulam

1. DETAILS FOR THE PROJECT :-

i) LOCATION : KER – 444

a. S.F.NO : 337/ pt

b. REVENUE VILLAGE : Agali

c. TALUK : Mannarkkad

d. DISTRICT : Palakkad

ii) WIND RESOURCES DATA:-

a. NEAREST WINDMAST : Jellipara / Agali

b. ANNUAL MEAN WIND SPEED. : 6.36 MTRS / SEC

ii) UNIT SIZE OF THE WEG. PROPOSED : 1 No. x 600KW

iii) MAKE OF THE WTG : SUZLON S-52/600KW.

iv) LAND REQUIREMENT AND PROCUREMENT : COPY OF ANERT Report

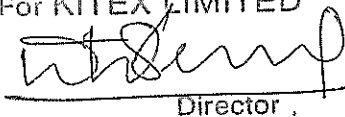
v) GRID INTER FACE ARRANGEMENT : THROUGH K.S.E.B.

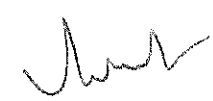
vi) COST OF THE W E G : 370 LAKHS

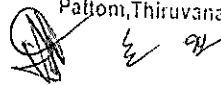
3. TOTAL COST OF THE PROJECT : 370 LAKHS

4. MODE OF FINANCE : 75 % TERM LOAN FROM BANK

For KITEX LIMITED

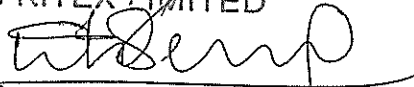

Director ,


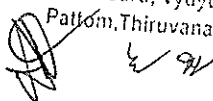

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5. ANNUAL ENERGY OUTPUT :-
- i) ESTIMATED ENERGY / ANNUM /MACHINE : 15 LAKHS KWH/YEAR
- ii) CAPACITOR FACTOR : 28.50 %
- iii) AVAILABILITY FACTOR : 95 %
6. UTILITY OF ENERGY GENERATED:-
- a. HT. SC. NO. : NO
- ii) WHETHER TO BE SOLD TO KSEB : YES
7. EXPECTED DATE OF COMMISSIONING : 29.09.2010
8. DETAILS OF CENTRAL AND STATE PROMOTIONAL / FISCAL INCENTIVES SOUGHT TO BE AVAILED : NIL.
- i) 100% ACCELERATED DEPRECIATION : NO
- ii) CUSTOMS DUTY CONCESSION : N A
- iii) EXCISE DUTY CONCESSION : N A
9. GRID CONNECTION
- i) NEAREST SUB STATION OF KSEB : Kaundikal Pooling Station
- ii) VOLTAGE RATIO OF THE SUBSTATION : 33 KV
- iii) DISTANCE BETWEEN THE BOARD'S SUBSTATION AND THE WIND MILL : 5 KMS (APPROX)
- iv) VOLTAGE AT WHICH GRID CONNECTION IS PROPOSED : 33 KV Feeder
- v) DISTANCE FROM THE STEP UP TRANSFORMER TO THE NEAREST GRID LINE OF THE KSEB : 1.5 KMs
- vi) SIZE OF THE CABLE PROPOSED TO BE USED : 7/4.72 SQ MM.

For KITEX LIMITED


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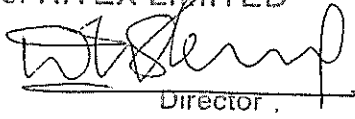

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SCHEDULE 8

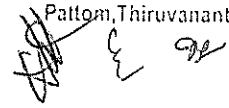
TARIFF TABLE

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Tariff Rs/ (wh)	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14	3.14

For KITEX LIMITED


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SCHEDULE 9

PERFORMANCE TEST PROCEDURE

2.1. Before initial synchronization, not later than fifty(50) days before the Date of Completion, the Company shall supply the following documents to the Buyer for approval:

- a) Final single line electric diagram of the Project (Enclosed)
- b) Electrical protection study report; (Enclosed)
- c) Start-up procedure and on-grid testing program; and
- d) Operating procedure and other Agreements as described in article 8.2

2.2. Before conducting performance test, the Company shall supply the following documents to the Buyer for approval:

- a) Report of completion of on-grid testing program.
- b) Copies of insurance policies covering the project

2.3 The Company shall give a seven (7) days notice to the Buyer/authorized agency before starting the Performance Test. The Buyer/authorized agency may depute an Engineer to Witness the Performance Test.

2.4. Scope of Performance Test.

i) During each Performance Test, the Project shall be operated in a manner similar to normal Commercial operation with all auxiliary loads and losses associated. 5

ii) The Performance Test will be considered successful if the Project operates for a period of fourteen days with a minimum of one day's continuous operation at or above 90% of its Nominal Capacity of operation within the Technical Limits specified in Schedule 3.

2.5. Test Report- The Test Report shall include the following:-

- (i) Kilowatt-hour, kvarh and kilo-Watt meter readings at interconnection point to verify the net output. Reproduced copies of actual log sheets are preferred wherever possible.
- (ii) For wind turbine unit(s), a curve of net capability, with test result noted on the graph.
- (iii) Calculation of Tested Capacity inclusive of notes explaining reason for any failure to achieve Nominal Capacity, and intended date and means of correcting the deficiency or re-rating the unit capability.
- (iv) Test Report and settings of all relays should be intimated to the Buyer before Commercial Operation.

For KITEX LIMITED


Director .


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SCHEDULE 10

DESPATCH PROCEDURE

S 5.1 Despatch Procedure and Availability Declarations

Despatch of the Project shall be controlled by the State Load Despatch Centre. The State Load Despatch Centre shall identify and notify the company regarding the appropriate body and the names of the designated officers for the dispatch of the Project at least one month prior to the Date of Completion to the first Generating Unit. Within one week of receipt of such notification the Company shall notify the names of its designated officers to receive the dispatch instructions.

The nominated executives will dispatch the Unit(s) in accordance with this schedule. A dispatch instruction can either be conveyed orally or in writing (by fax or otherwise) provided that each oral despatch instruction shall have to be confirmed in writing within 8 (Eight) hours. The receipt of any despatch instruction shall be acknowledged by the designated officers of the Company within one hour of receipt of the same.

S 5.2 Despatch Rights

In dispatching the Project, the Company shall follow the directives of the State Load Despatch Centre to back down generation and to resume generation of Net Electrical Energy in each case consistent with the Project's Technical Limits, Prudent Utility Practices, the recommendations of the manufacturers of major equipment, this Agreement and other arrangements between the Company and the State Load Despatch Centre regarding communication and co-ordination of operation (each such directive being called a "Despatch Instruction").

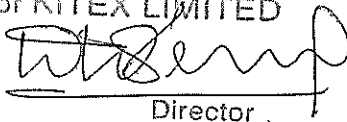
S 5.3 Availability Declarations


Generally as soon as practicable before the Commercial Operation of the Generating Unit (or of the last Generating Unit, if there is more than one Generating Unit) and from time to time thereafter, but not later than the Prescribed Time each day, the Company shall deliver to the State Load Despatch Centre an Availability Declaration including the following information:-

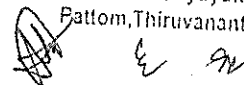
- (i) The date of time that such Availability Declaration is issued;
- (ii) The period to which such Availability Declaration relates; and
- (iii) Changes:

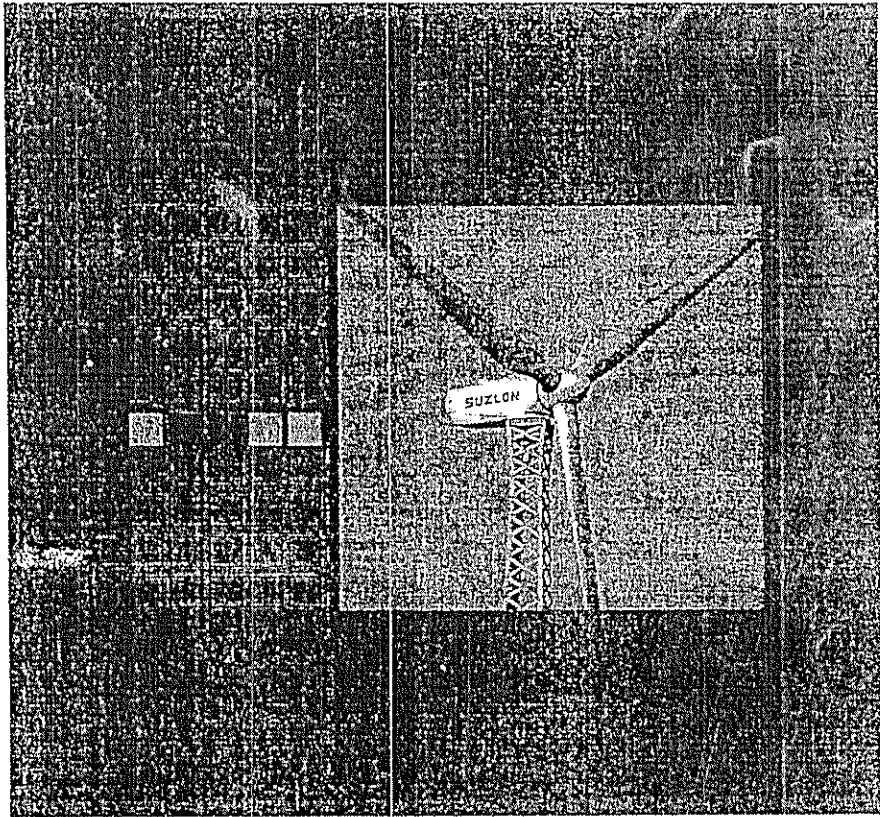
Provided that the Company shall take reasonable care in preparing Availability Declarations with a view towards declaring accurately the company's expectations regarding the performance of the Generating Unit(s) and each Generating Unit in accordance with this Agreement. Provided further that if the Company becomes aware of any circumstance (other than a change in ambient conditions) that would be the Declared Capacity for any Settlement Period, the Company shall promptly issue a revised Availability Declaration at least eight (8) hours prior to the time such changes are to become effective.

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Director

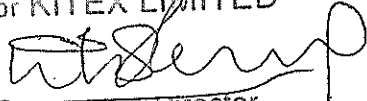

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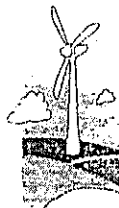


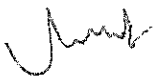


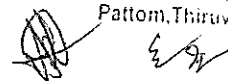
52

KILOWATT SERIES 600
TECHNICAL SPECIFICATIONS

For KITEX LIMITED

Director




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Pattom, Thiruvananthapuram

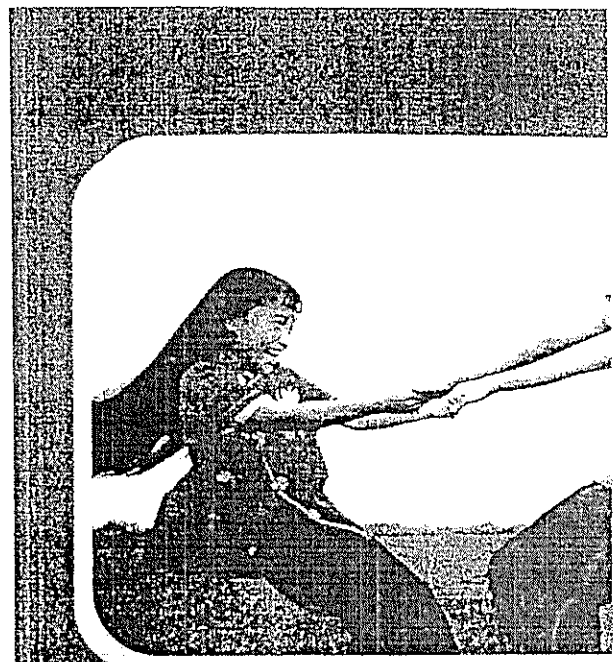


At Suzlon, our ethos is "We are because we innovate."

Reinforcing this philosophy is our unflinching commitment to continuously raise the bar – to provide technologically superior, more reliable, and efficient wind turbines.

The Suzlon Kilowatt series of high-performance wind energy generators is replete with such innovations:

- Unique Micro Pitch System**
 Unparalleled full span pitching from -5 to 90° with resolution of 0.1° results in maximum power harnessing and minimal losses. The system includes smart logic automated pitching and independent electromechanical pitch control for each blade.
- State-of-the-art Manufacturing Technology**
 Manufactured using the advanced Vacuum Assisted Resin Infusion Moulding (RIM), the rotor blades have a low weight-to-sweep ratio ensuring higher energy outputs at lower costs. The RIM technique results in a homogeneous structure which is light on weight and high on strength.
- Advanced Control System**
 Precisely calibrated sensors installed at each critical junction closely monitor factors like temperature, wind speeds, vibrations etc. The remote monitoring and control option enhances ease of operation.
- High-quality Power Generation**
 Suzlon turbines are soft and friendly towards the utility grid. Each component, from the blade to the grid, is designed to generate high quality and grid-friendly power with negligible harmonics.
- Well-balanced Design**
 The wind turbines are designed to withstand the toughest environmental conditions. The robust design of the WEG, with its uniform weight distribution, ensures high levels of safety, reliability and enhanced service life.



These innovative features culminate in numerous tangible benefits for our customers:

Higher efficiency / performance

Reduced stresses and loads

Better power quality

Increased safety


Prolonged life / durability

Higher reliability

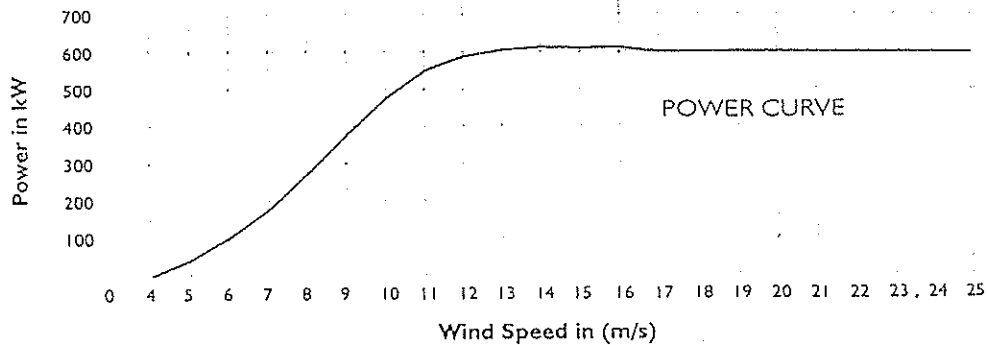
Lower operative cost

Increased ROI

Peace of mind

For KITEK LIMITED

 Director

CHIEF ENGINEER
 (Corporate Planning)
SAFETY COMMISSIONER
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Rotor

Diameter	: 52 m
No. of Rotor Blade	: 3
Orientation	: Upwind / Horizontal axis
Rotational speed	: 24 rpm
Rotational direction	: Clockwise
Rotor blade material	: Glass reinforced epoxy, vacuum injected
Swept area	: 2124 m ²
Hub height	: 75 m
Regulation	: Pitch regulated

Operational Data

Cut in wind speed	: 4 m / s
Rated wind speed	: 13 m / s
Cut off wind speed	: 25 m / s

Gearbox

Type	: 3 stage (1 planetary and 2 helical)
Ratio	: 1: 63.633
Manufacturer	: Flender - Winergy / Equivalent
Nominal load	: 660 kW (Mechanical power)
Type of cooling	: Oil cooling system, forced lubrication

Generator

Type	: Single speed asynchronous generator
RPM at rated power	: 1539
Rated output	: 600 kW
Rated voltage	: 690 V
Frequency	: 50 Hz
Insulation	: Class "H"
Enclosure class	: IP 56
Cooling system	: Air cooled

Operating Brakes

Aerodynamic brake : 3 Independent systems with blade pitching

Yaw Drive

Yaw drive system : 2 Active electrical yaw motors
Yaw bearing type : Polyamide slide bearing

Control Unit

Microprocessor control indicating operation conditions. Control includes thyristor switchgear watchdog for operation, monitoring, log with real time, local control and servicing interface. Optional remote monitoring & operation. UPS back up system.

Reactive Current Compensation

Compensation : Dynamic & Intelligent, with PF greater than 0.9

Safety Systems

Brake system : Automatic application by independent synchronous electrical control of the blade pitching in case of:

- Vibration or shock loading
- Over temperature of the gearbox or generator failure of the thyristors & in case of wind speed in excess of 25 m/s.
- Variation in the rated voltage range
- Variations in the frequency range
- Asymmetric phasing
- Line interruption with automatic reconnection

Tower

Type : Free standing, lattice tower, hot dip galvanised
Tower height : 74.090 m
Assembly : Bolted structure, assembly at site
Erection : With crane
Design : GL class II

For KITEEX LIMITED

[Signature]


Director

[Signature]
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(Corporate Planning) &
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KSE Board, Vidyulhi Bhavanam
Pattom, Thiruvananthapuram - 4

Germanischer Lloyd
Windenergie GmbH



ISO 9001

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4 Safety reminders

The following safety reminders have to be observed for the control and operation of the wind turbine:

1. Please read this manual carefully before operating the wind turbine.
2. The wind turbine is fitted with four emergency stop buttons. The pushbuttons are marked with the usual international symbols. If one of the emergency stop buttons is pressed, the wind turbine will be de-energised and the blades pitch back into feathering position. When the emergency stop buttons in the nacelle is pressed additional to the pitch the rotor break will be released to bring the system to total stop position.

Please familiarise with the position of the emergency stop buttons prior to starting the wind turbine!

The emergency stop buttons are located:

- In the tower base on the front panel of the control cabinet (bottom cabinet).
 - In the tower base on the front panel of the compensation cabinet (bottom cabinet).
 - At the yaw platform near the tower hatch
 - In the nacelle on the front panel of the control cabinet (top cabinet).
3. Before climbing a wind turbine make yourself familiar with the safety equipment and follow the national safety guidelines.

Do not climb up the wind turbine without using the complete safety equipment fitting the fall protection system, as well as helmet, gloves and solid shoes. A securing rail where the slider is suspended and connected with the body harness is arranged in the middle of the ladder. This slider follows in the securing rail during the climb and descent. Several platforms, which are accessible via hatches, are provided in the tower. After having passed the hatch, close the hatch covers in order to prevent any hazard to persons following you due to parts falling down.

It is absolutely necessary to use the safety equipment! The climb in the wind turbine without safety equipment may have fatal consequences!

The slider connects you with the securing rail and stops you in the event of a fall.

It is absolutely necessary to use the slider! The climb in the wind turbine without using the slider as prescribed may have fatal consequences!

4. Always wear a safety belt and protect yourself with at least one of the two securing lines fitted to the body harness when staying on the nacelle or in the hub. Never loosen both securing lines simultaneously. The spring catches of the securing lines must always be secured by means of the self-locking bolt.
5. When working on the nacelle roof, please protect yourself with the securing lines fitted to the body harness. Never loosen both securing lines simultaneously. The spring catches of the securing lines must always be secured by means of the self-locking bolts.

Any unsecured stay outside the nacelle may have fatal consequences!


Revision	Prepared	Approved	Released	Filename	Security-code	
1.0	AME	WCO	WCO	operation manual_s52-rev1.0	3b	5/26
17.02.06	06.02.06	17.02.06	17.02.06			

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 (Corporate Planning)
 SAFETY COMMISSIONER
 KITE Board, W. 17.02.06
 P. 17.02.06

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- Before climbing up the wind turbine, please make sure that no thunderstorm is coming up or already in the sky. If you notice a thunderstorm while you are working in or on the nacelle or hub, leave the wind turbine immediately.

Any stay in or on the wind turbine during a thunderstorm may have fatal consequences!

- When work is performed in or on the nacelle or in the hub, and particularly as long as the crane hatch is open, no one is allowed to stay in the danger zone under the wind turbine in order to avoid injuries due to parts or tools falling down. Also please bear in mind that parts falling down can be carried far away by the wind. In addition to these safety measures, everyone within a range of 200 meters around the wind turbine should wear a safety helmet.

- Before entering the hub, the rotor must be secured by means of the rotor lock. Access to the hub is only allowed at wind speeds not exceeding 10 m/s. If the wind speed increases to 10 m/s and more, you must leave the hub immediately and properly unlock the rotor.

A danger of life exists if this instruction is not observed!

- Only trained electricians are allowed to operate the electrical equipment and carry out repairs. This is the only way to ensure that the relevant directives and regulations are complied with.
- The wind turbine shall not be operated when the doors of the control cabinet are open and covers are removed, as otherwise the electromagnetic compatibility is not ensured. Beyond this, a danger of life exists if non-insulated live parts are touched.

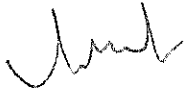
- Please ensure that the danger warnings in the tower and on the control cabinets are observed and attached in a well visible place.


- Operation of the wind turbine is prohibited when ice has built up on the blades.

Ice falling down is life threatening!


- If problems or irregularities occur during operation of the wind turbine, please contact the responsible service centre or:

SUZLON Energy Ltd.
 Operation & Maintenance Department
 Tel.: +91-20-4022000
 Fax.: +91-20-4022100


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 (Corporate Planning) &
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Revision	Prepared	Approved	Released	Filename	Security-code	
1.0	AME	WCO	WCO	operation manual_s52-rev1.0	3b	6/26
17.02.06	06.02.06	17.02.06	17.02.06			

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6 Introduction to the wind turbine's mode of operation

For the successful operation of the control, it is necessary to understand the operating mode of the wind turbine. For this purpose, you will find some explanations here. Moreover, please read chapter 10 carefully. It describes the individual operating statuses of the turbine.

As the SUZLON S52 is equipped with an asynchronous generator with high slip, it can operate within a limited speed range. In conjunction with the pitch system it is possible to achieve an optimal energy yield within a wide wind range, with comparably low loads.

Once the starting speed is reached, the turbine speed is so controlled by the pitch system that it comes as close as possible to the synchronous speed of the generator. The generator is connected to the grid by means of a soft starter with thyristors. To accomplish this, no motor start is required. In case of slow and mean wind speeds, the blades are positioned at an optimal angle of attack in order to achieve an optimal yield.

Once the nominal speed has been reached (cut-in completed; bypass contactor closed), the pitch system starts operating in order to maintain the rated power. The slip of the generator is big enough to react to minimise the load during wind gusts. Thus ensures a constant output power. 51

7 Features of the control

The turbine is controlled by SCS (SUZLON CONTROL SYSTEM) a controller hardware also called PLC (Programmable Logic Controller) and the in house designed control software. The control offers the following features and/or possibilities:

- Achievement of the maximum energy yield within all wind ranges and a constantly optimal operation of the wind turbine.
- Fault monitoring and indication via remote data transmission.
- Information as to the status and actual operating conditions of the system via remote data transmission.
- Easy operation and maintenance of the wind turbine.

The control is extremely robust in order to operate under the stringent environmental conditions when used in a wind turbine. Under these conditions, all standard solutions would very quickly reach their limits. The controller has therefore especially been developed for use in SUZLON wind turbines.

The control gathers information as to the actual operating conditions of the wind turbine via several sensors, for instance wind speed and direction, output power, speed and a wide range of temperatures. This data is processed in the controller and the optimal settings for the operation of the turbine are determined on the basis of the results.

Further sensors sense the grid conditions and asymmetries, so that grid failures are immediately identified and the wind turbine can be protected accordingly.

As anemometers and wind vanes are provided on the nacelle roof, the rotor and the nacelle exert an influence on the measurement of the wind speed and direction. This influence is, however, known and will be balanced by the controller, so that it is possible to work with this data without any problem. In order to prepare an exact power curve of the wind turbine, it is, how-


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Director

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KSE Group, Mysore, Dhavanam

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1.0 17.02.06	AME 06.02.06	WCO 17.02.06	WCO 17.02.06	operation manual_s52-rev1.0	3b	8/26

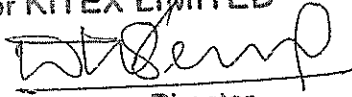
R & D Rostock	OPERATION MANUAL SUZLON S52	 SUZLON
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ever, necessary to install a wind measuring device in the undisturbed area in main wind direction before the turbine.

The actual operating data is indicated on a colour LCD display. In addition, measured values, limit values and error messages can be displayed. Keypads facilitate the operation of the control.

The SUZLON S52 wind turbine is equipped with a remote data transmission that allows for the connection of a PC.

For KITEX LIMITED


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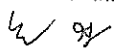
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12 Error messages and troubleshooting

12.1 Status codes – alarms and warnings

There are two types of errors:

- **System errors / alarms** The wind turbine is stopped. A specific brake program is stored for each error. The wind turbine can only be started after elimination of the cause of alarm and acknowledgement of the alarm. Some of the alarms are reset automatically once the cause of it does no longer exist, e.g. line faults.
- **Warnings:** The wind turbine continues to operate but any irregularity during operation is signalled. The service should watch this closer on the next occasion. These statuses are not critical. It is only when this irregularity occurs several times that an alarm is set off, which causes the wind turbine to stop.

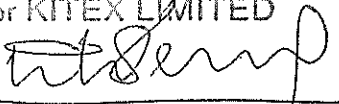
A status code is assigned to each error. If an error occurs in the system, the control transmits the corresponding status code to the service centre provided a communication line for remote data transmission exists.

Provided the error has been eliminated and the operator has an access right that is equal to or higher than the required level, then the status code can be reset.


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1.0 17.02.06	AME 06.02.06	WCO 17.02.06	WCO 17.02.06	operation manual_s52-rev1.0	3b	23/26

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12.2 Help for troubleshooting

The following table contains some of the errors that may occur during operation and their causes. If problems arise, which are not mentioned here, please contact the service hotline below unless such problems are just being solved via remote access.

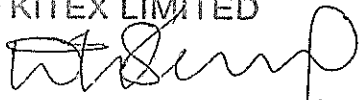
Service Hotline:

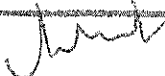
SUZLON Energy Ltd.
Operation & Maintenance Department
Tel.: +91-20-4022000
Fax.: +91-20-4022100

Problem	Possible cause	Elimination
The operator cannot log in	Another person with a higher access right has already logged in	Login is only possible after the operator with the higher access right has logged out
The display is dark	No voltage supply	Verify whether there is a mains failure. After approximately 3 minutes the battery buffer is empty so that the control is inactive. Once voltage is available again, the system reboots and can be operated.
The wind turbine does not start.	A fault has occurred.	The existing access right is insufficient to acknowledge the error.
	The operator has no active status	The elimination of the cause of error requires skilled personnel.
No manual yaw possible	A fault has occurred and blocks the yaw motion	Log in and obtain your access right. The elimination of the cause of error requires skilled personnel.
The wind turbine does not start but is yawing	The wind has shifted, and before starting, the turbine first carries out a yaw motion.	Please wait.
	The cables must be untwisted.	Please wait.
The blades are moved back and forth but the turbine does not correctly start.	The control conducts some system tests, which are prescribed after a certain number of operating hours.	Please wait.

Revision 1.0 17.02.06	Prepared AME 06.02.06	Approved WCO 17.02.06	Released WCO 17.02.06	Filename operation manual_s52-rev1.0	Security- code 3b	24/26
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Director


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ANNEXURE 1

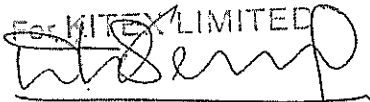
PROJECT FACILITY DESCRIPTION


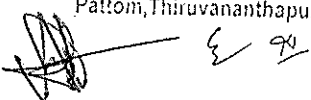
The facility consists of 1 x 600 KW installed capacity (KER – 444, SUZLON S-52) wind turbine. This wind turbine is connected to the next by a 33 KV tie line. Wind turbines each spaced approximately 420 meter from the next.

(Further describe the facility) (Enclosed) 61

(Describe Interconnection facilities) – (Line approval)

The following site map indicates the location and layout of the Wind turbines. The following diagram shows that the location of metering devices and other equipment installed at the project substation and pooling substation.

FOR WIREX LIMITED

Director ,


CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam
Pattom, Thiruvananthapuram - 4


KERALA STATE ELECTRICITY BOARD

(Office of the Deputy Chief Engineer, Transmission Circle, Palakkad)

Phone: Office : 0491-2566814

Dy.CE : 0491-2566631

Fax : 0491-2566631

E-mail : dce@kseb.com

No. TCP/DB10/Agali (WEG)/09-10/



Transmission Circle

Kanjikode Post

Palakkad.

Pin - 678621.

Date: 19-2-2010.

To

The Executive Engineer
Transmission Division
Palakkad.

Sir,

Sub: Route approval for power evacuation through the proposed 33KV
evacuation lines from Kavundikal pooling station to 9 x 600 KW WEG's by
M/s. Suzion Energy Ltd - Reg.

- Ref:
1. BO (FM) No.1569/2008.(TPC3/24/2007) dt. 24.6.08
 2. No.TPC3/24/2007 dt. 13.11.09 of office of the Member(Transmission),
Vydyuthi Bhavanam, Thiruvananthapuram.
 3. Lr.No.DB/Upgradation of Agali/09-10/1172 dt.14.12.09 of the Executive
Engineer, Transmission Division, Palakkad.
 4. Lr.No.TCP/DB10/Agali (WEG)/09-10/1310/ dt 18.12.2009 from this
office.
 5. Lr.No.DB/Upgradation Agali/09-10/1266/30.12.09 of the Executive
Engineer, Transmission Division, Palakkad.

The route submitted vide reference is here by approved. The work must be
executed strictly according to the prevailing statutory rules and relevant standards.

Yours faithfully,

Deputy Chief Engineer.

- Copy to: 1. The Assistant Executive Engineer, Transmission Sub Division, Mannarkkad.
2. DB (Office)

Encl to AGC only &
submit MB Subar vjamb
vamt approval

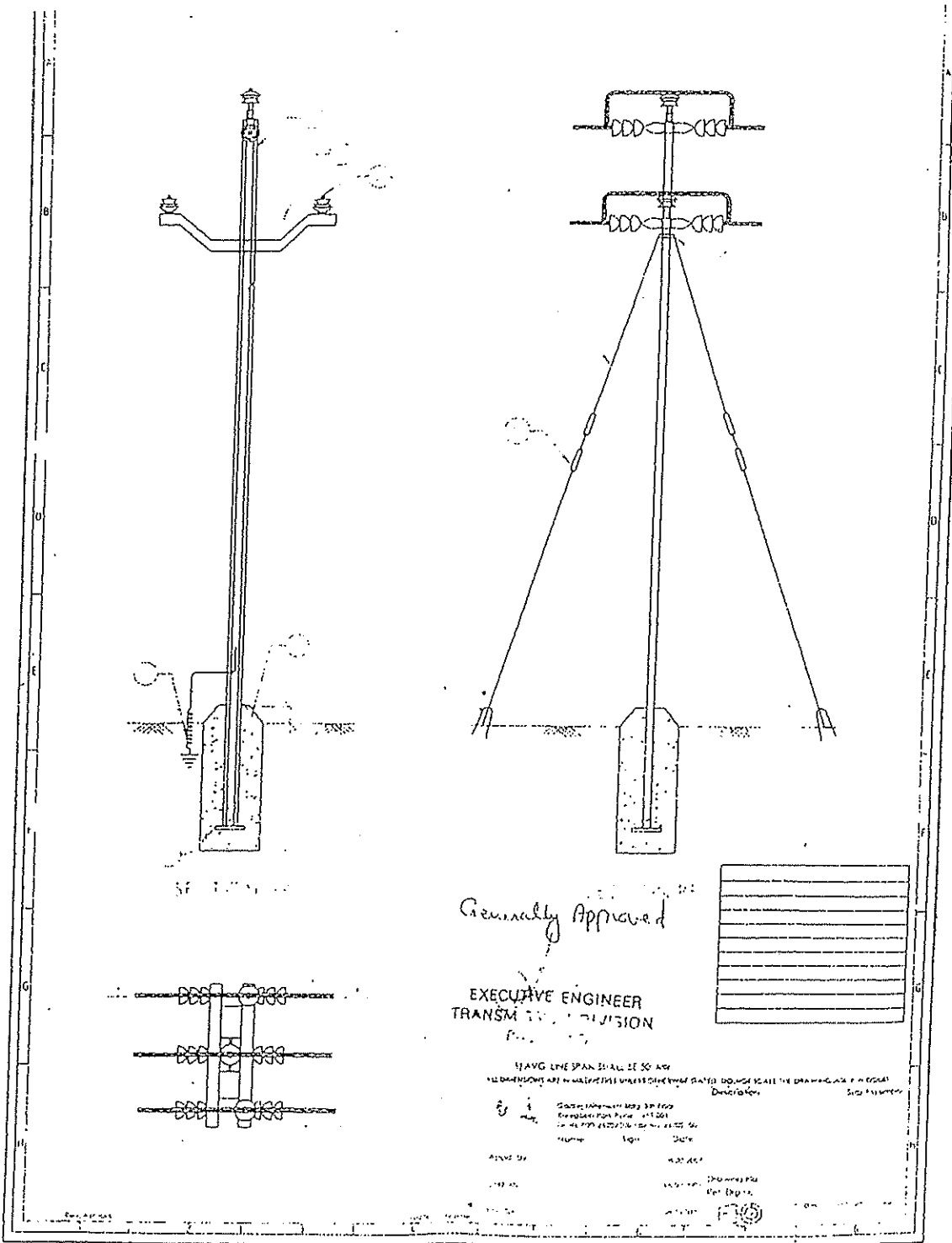
ELSI in DB/Upgradation of Agali: 09.10/27.2.10/1577.

Copy P.A. to L. S. S. TSO/MSD for information &
submit to Min. for approval

For KITEK LIMITED

Director

CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vydyuthi Bhavanam
Pattom, Thiruvananthapuram - 4



Generally Approved

EXECUTIVE ENGINEER
TRANSMISSION DIVISION

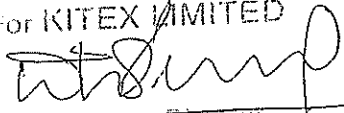
AVG. LINE SPAN SHALL BE 50 M
ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE STATED. DO NOT SCALE THE DRAWING. ASK FOR CLARIFICATION.

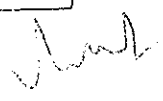
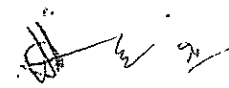
Date: 10/10/2011
 Drawing No: 11/201
 Scale: 1:100
 Project: 11/201

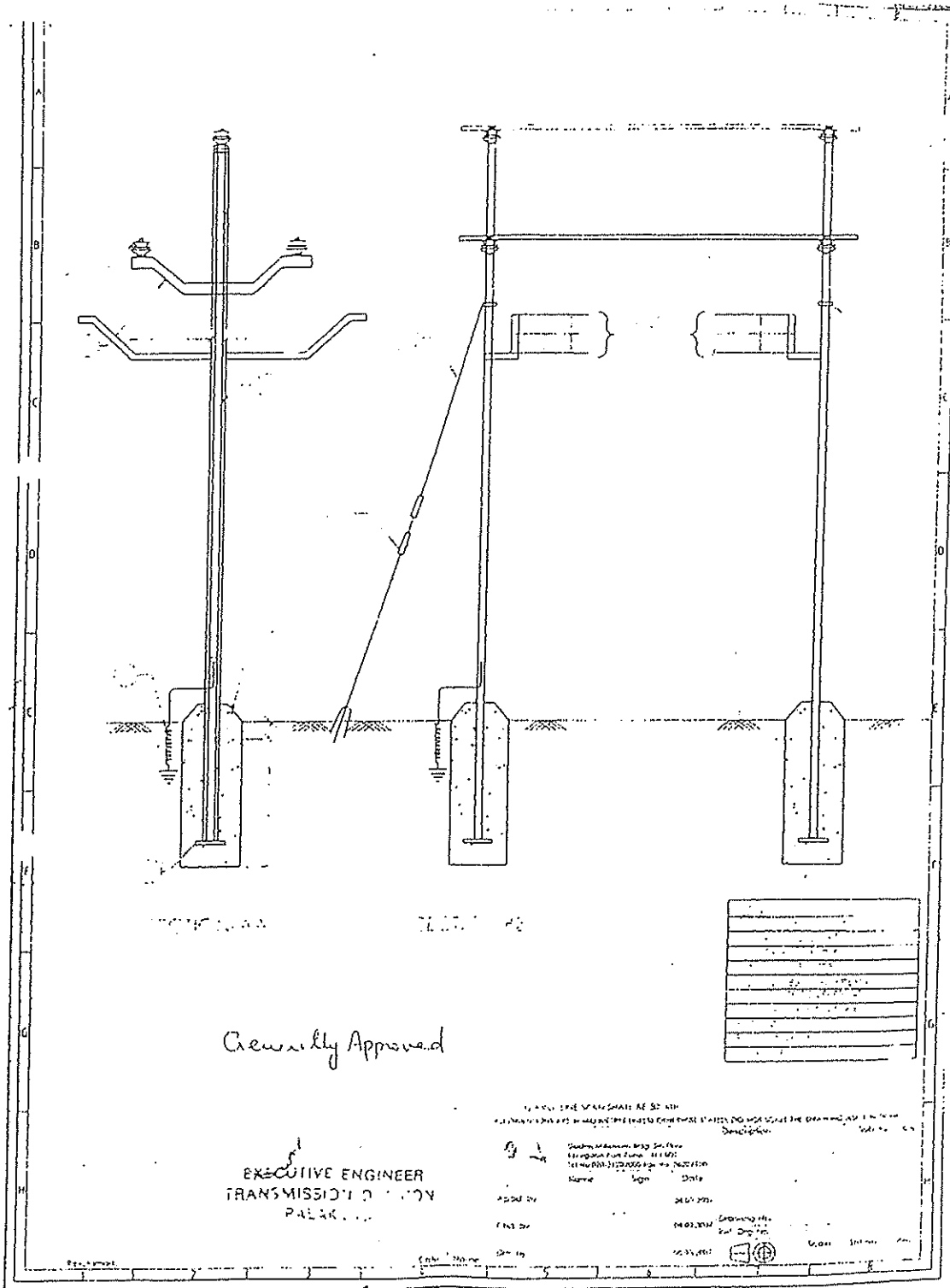
Approved By: [Signature]
 Date: 10/10/2011

Checked By: [Signature]
 Date: 10/10/2011

For KITEK LIMITED


 Director



64

Crewelly Approved

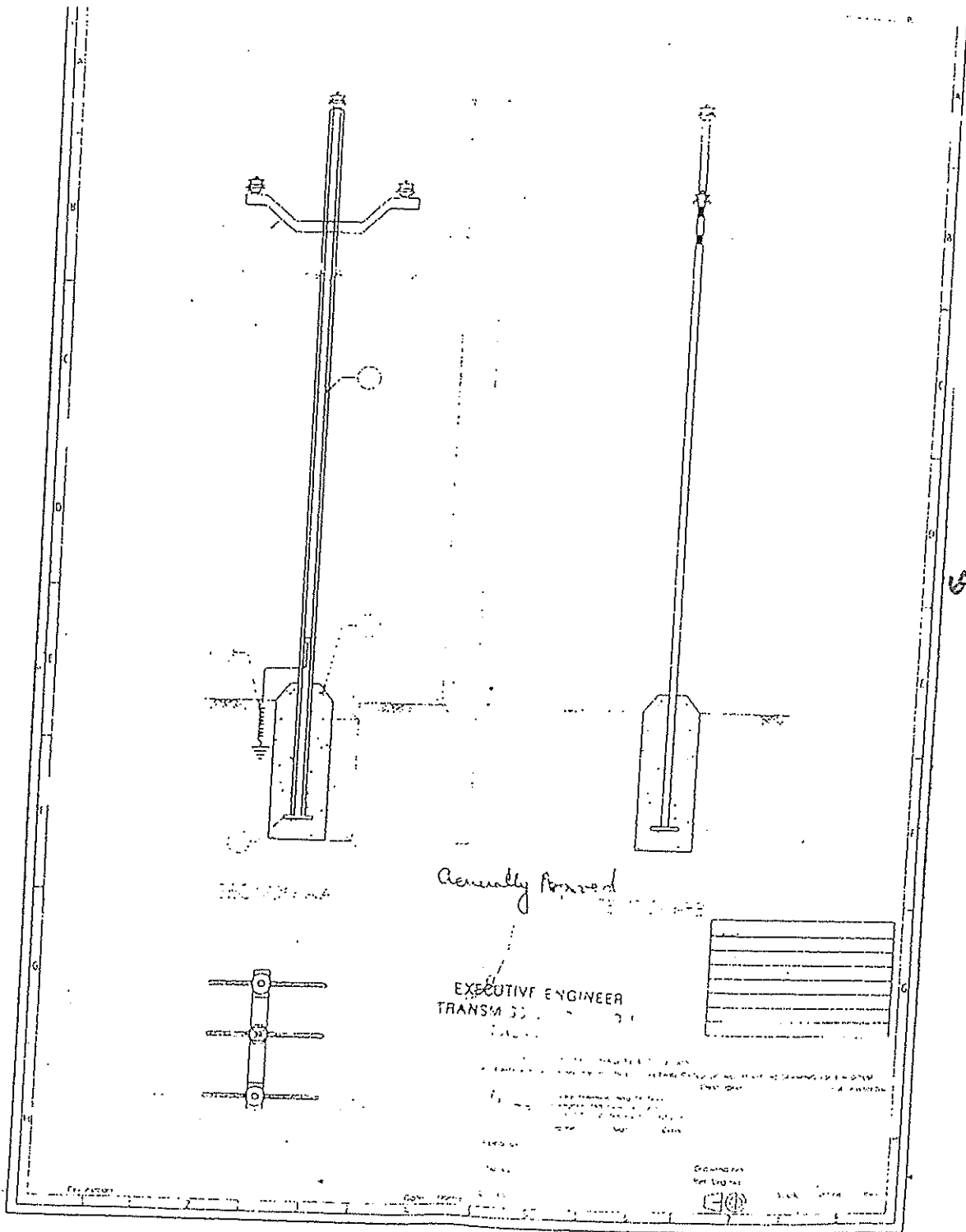
EXECUTIVE ENGINEER
TRANSMISSION DIVISION
P&E DEPT.

BY: [Signature] Date: 24/01/2011
 CHECKED BY: [Signature] Date: 24/01/2011
 DESIGNED BY: [Signature] Date: 24/01/2011

For KITEX LIMITED

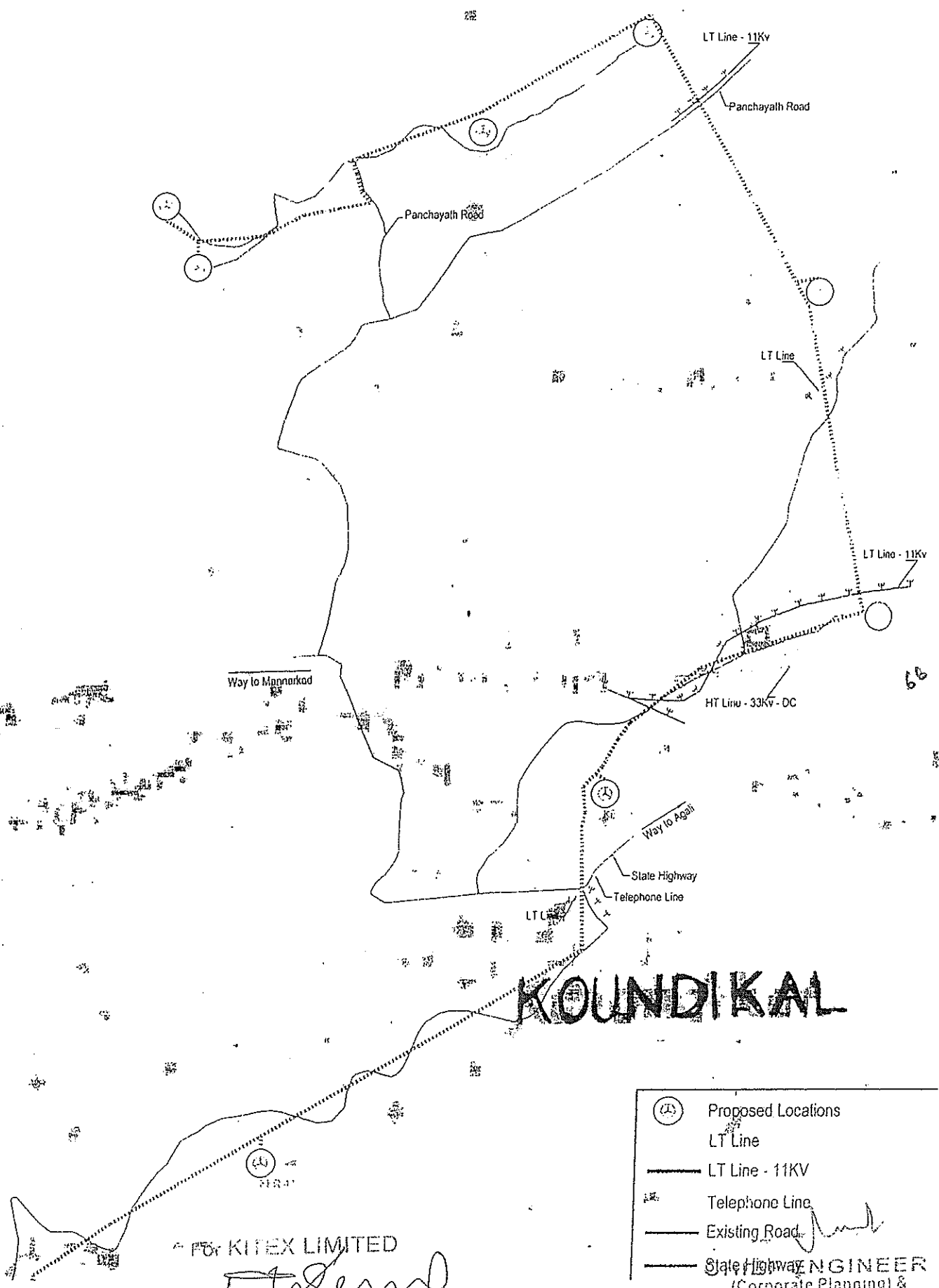
[Signature]
Director

[Signature]



For KITEY LIMITED
[Signature]
 Director

[Handwritten initials]



For KITEK LIMITED
[Signature]
 Director

	Proposed Locations
	LT Line
	LT Line - 11KV
	Telephone Line
	Existing Road
	State Highway

ENGINEER
 (Corporate Planning) &
SAFETY COMMISSIONER
 KSE Board, Vidyuthi Bhavanam
 Pattom, Thiruvananthapuram - 4

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Office of the Chief General Manager, Kerala Telecommunications,
Thiruvananthapuram-695 033

STATE LEVEL COMMITTEE ON P.T.C.C, KERALA.

No: KRL/PTCC/PC- 2009-10/3.

Dated at Trivandrum, the 08-03-2010.

CERTIFICATE OF APPROVAL TO ROUTE OF HIGH TENSION LINES.

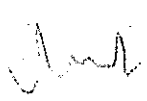
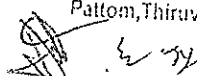
Approval of the Power and Telecommunication Co-ordination Committee is hereby conveyed to the proposed route of H.T line, particulars of which are given below

1. Name of power supply authority seeking approval and date of ref. Dy. Chief Engineer (Tech) & Member PTCC (Power)
KSEB, Vidyuthi Bhavan TVM-4.
No: (T) PTCC/Kavandikkal/3/1189 dt 24/12/2009
2. a) Route of H.T line 33 KV S/C line from Kavandikkal pooling station to WNECs
- b) Operating Voltage 33,000 Volts
- c) Number of circuits Single
- d) Length of H.T line 8 Kms.
3. Average value of Soil resistivity in the region. 0.25 Ohm meter
4. Name of paralleling Telecom Alignment/Circuits and its estimated Max. Induced voltage. in Amazeur-1
5. Special conditions subject to which Route approval is given
- I. No C.D. tube protection is suggested to BSHL, etc as the induced voltages worked out is less than 450 Volts.
- II. Southern Railway has given its clearance vide letter No. W.3352/4/10 F dated 03/02/2010.
6. No. of crossings with telecom lines involved in the route (The approval for crossing telecom line has to be obtained from competent authority) Angle of crossing should be 90 degree and PCPa must be provided. Drop wire crossing for local line should be carried out with standard cross guarding on power pole under proper supervision.

For KITECH LIMITED



Director


 CHIEF ENGINEER
 (Corporate Planning) &
 SAFETY COMMISSIONER
 KSE Board, Vidyuthi Bhavanam
 Pattom, Thiruvananthapuram - 4


The 33 KV SC line from Kavundikkal to WWWEGs

Coaxial Cables	Nil				
FCM Cables	Nil				
Local Cables	S.R. Value 2.55 Ohm meter				
Name of Xge Ajall					
Name of paralling Telecom.ccts	Length of paralling	Probable worst fault cur/ve at its Amp/SLG condition)	Mutual coupling	Estimated low frequency induced voltage in Volt	Remarks
to Xge to Route	1.15	1028	.0007	0.035	No protection
Name of Xge-Ghoshlavathi					
to Xge to Route	1.0	1038	.0012	Less than 1 V	No protection
Name of Xge Thavalam					
to Xge to Route	1.7	1033	.00063	Less than 1 V	No protection

All other ccts have no/negligible parallelism or the induced voltage is negligible.

The SDE (PTCC), Inspection circle,
ESNL, Kasavadasapuram

Trivandrum-895004

End on TOP/DB/10 / PTCC/09-10

Copy to the Exe. Engineer, Transmission Division
Copy to the Asst. Exe. Engineer, from Sub Div. MKD

For KITEK LIMITED

[Signature]
Director

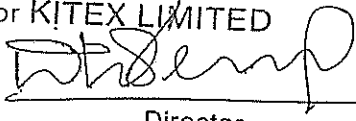
[Signature]
By, Chief Engineer,
Transmission Circle, Palakkad

854/10310

[Signature]
for re/a

[Signature]

For KITEX LIMITED



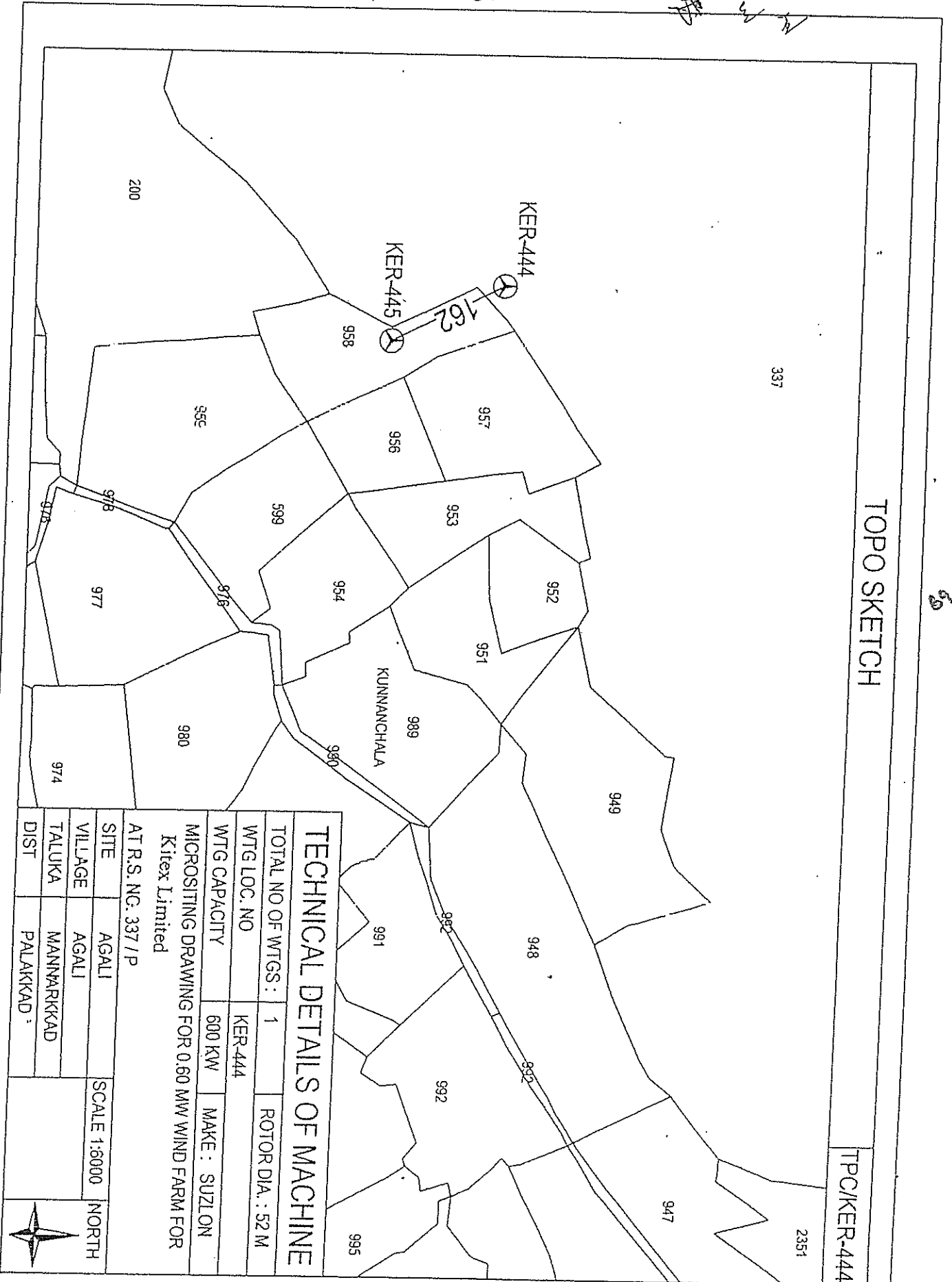
Director,

60

[Signature]
 CHIEF ENGINEER
 (Corporate Planning) &
 SAFETY COMMISSIONER
 KSE Board, Vidyuthi Bhavanam
 Pattom, Thiruvananthapuram - 4

TOPO SKETCH

TPC/KER-444



TECHNICAL DETAILS OF MACHINE

TOTAL NO OF WTGS :	1	ROTOR DIA. :	52 M
WTG LOC. NO	KER-444		
WTG CAPACITY	600 KW	MAKE :	SUZLON

MICROSITING DRAWING FOR 0.60 MW WIND FARM FOR
 KiteX Limited
 AT R.S. NG. 337 / P

SITE	AGALI	SCALE	1:8000	NORTH
VILLAGE	AGALI			
TALUKA	MANNARKKAD			
DIST	PALAKKAD			



Executive Engineer / Engineer-designate
Nearest Substation/Generating Station of
KSEB

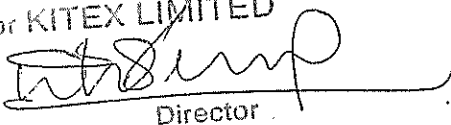
Authorised Representative
of Company

Date:

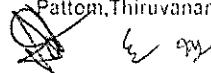
Note:

1. Load Despatch Centre, Kalamassery shall maintain a daily log book of hourly reading of the main meter intimated from the stations over phone/email. 79
2. The Generating Company shall maintain a daily log to record the hourly generation and supply on kWh along with the schedule given by Load Despatch centre, Kalamassery.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.

For KITEX LIMITED


Director


CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam
Pattom, Thiruvananthapuram - 4



ANNEXURE VI

MONTHLY TRIPPING REPORT

Name and Address of the Generating Company : Kitex Limited, Aluva
 Installed Generating Capacity : 1 x 600 KW = 0.60 MW
 Date of First Commissioning (Synchronizing) :
 Date of Commercial Operation :
 Date of Last Synchronization :
 Progressive days (generation) Days

82

Tripping on Fault

S L: N o.	Tripping		Relay Opera ted	Reasons for Tripping			Synchroniz ation		Total Time Lost		Rem arks
	Date	Time		Me- ch	Ele ctri cal	Oth ers	Dat e	Time	Hr s	Min	
		H r s		M in				H r s	M in		

Planned & Forced Outage

Sl No	Outage		Reason for Tripping			Synchronize		Total Time lost		Remarks - To whom attributa ble
	Date	Time	Mech	Elect rical	Other	Date	Time	Hr s	Mi n	
		Hrs min					h r s	mi n		

Progressive Days

Time lost
DuringMonth
Year

Since first commissioning

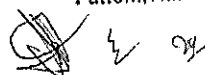
To

1. The Deputy Chief Engineer (Load Depatch Center), KSEB, Kalamassery

For KITEX LIMITED


 Director

 CHIEF ENGINEER
 (Corporate Planning) &
 SAFETY COMMISSIONER
 KSE Board, Vidyuthi Bhavanam
 Pattom, Thiruvananthapuram - 4



ANNEXURE II

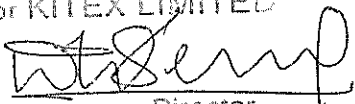
Certified Power Curve


&

Single Line Diagram of Electrical System
Enclosed

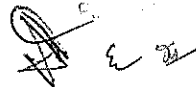
73

For KITEX LIMITED


Director


CHIEF ENGINEER

Chief Engineer
KITECH LIMITED
KITECH LIMITED
KITECH LIMITED
KITECH LIMITED





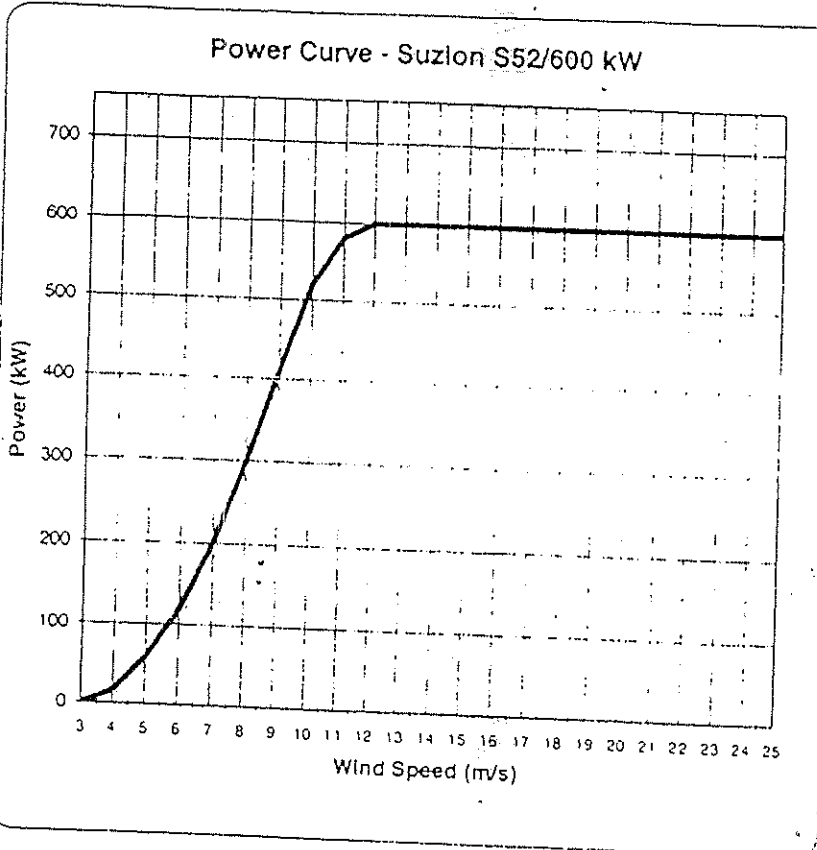
POWER CURVE - SUZLON S52/600 KW WEC



POWER CURVE
Suzlon S52/600KW

Wind speed (m/s)	Power Output (kW)
3	-
4	16
5	58
6	120
7	201
8	298
9	409
10	520
11	581
12	600
13	600
14	600
15	600
16	600
17	600
18	600
19	600
20	600
21	600
22	600
23	600
24	600
25	600

Air density: 1.225 kg/m³



V.P.

For KITEX LIMITED

[Signature]

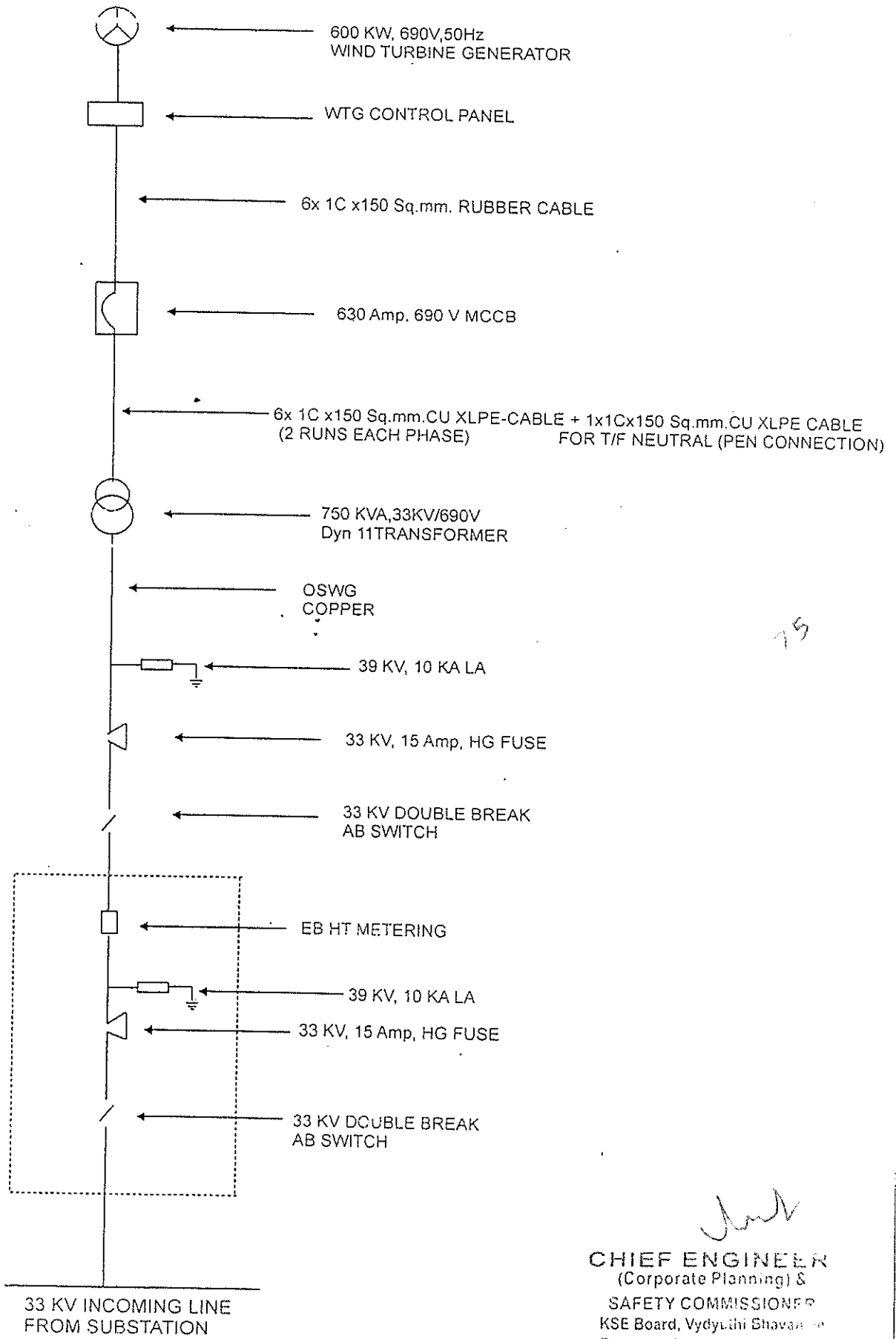
Director

[Signature]

CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam
Pattom, Thiruvananthapuram - 4

[Signature]

SINGLE LINE DIAGRAM FOR 600 KW WTG



75

For KITEX LIMITED

[Handwritten Signature]

Director

[Handwritten Signature]
CHIEF ENGINEER
 (Corporate Planning) &
 SAFETY COMMISSIONER
 KSE Board, Vidyuthi Shivan
 Pattom, Thiruvananthapuram - 4

[Handwritten Signature] E 97

ANNEXURE III**Bill Meter Readings**

(Reading should be taken on first working day of every month at... hours)

Name of the Generating Company : Kitex Limited., Aluva
 Place : Koundikal
 District : Palakkad
 CT. Ratio Available / Connected : 15/1A
 P.T. Ratio Available / Connected : 33KV/110V
 Scale Factor (if any) : NA
 Multiplying Factor (MF) : 1
 Bill Meter Make / Number : LT/SL.No
 Date of Last Meter Reading : NA

Meter Readings :**Export Reading****Import Reading****KWH**

Previous Reading

Current Reading

Difference

Difference x Multiplying Factor

KVARH

Previous Reading

Current Reading

Difference

Difference x Multiplying Factor

For KITEX LIMITED



Director

Handwritten signature
CHIEF ENGINEER
 (Corporate Engineering)
 SAFETY COMMISSIONER
 KSE Board, Kudankulam Division
 Pattom, Thiruvananthapuram

Executive Engineer / Engineer-designate
Nearest Substation/Generating Station of
KSEB

Authorised Representative
of Company

Date:

Note:

1. Load Despatch Centre, Kalamassery shall maintain a daily log book of hourly reading of the main meter intimated from the stations over phone/email.
2. The Generating Company shall maintain a daily log to record the hourly generation and supply on kWh along with the schedule given by Load Despatch centre, Kalamassery.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.



For KITECH LIMITED
[Signature]
Director
AGM Finance

[Signature]
CHIEF ENGINEER
(Corporate Planning)
SAFETY COMMISSIONER
KSC Board
Punalur

[Signature]

ANNEXURE IV

Check Meter Readings

(Reading should be taken on first working day of every month at..... hours)

Name of the Generating Company : Kitex Limited, Aluva
 Place : Koundikal
 District : Palakkad
 CT. Ratio Available / Connected : 15/1A
 P.T. Ratio Available / Connected : 33KV/110V
 Scale Factor (if any) : NA
 Multiplying Factor (MF) : 1
 Bill Meter Make / Number : LT/SL.No
 Date of Last Meter Reading : NA

Meter Readings :

Export Reading

Import Reading

KWH

Previous Reading

Current Reading

Difference

Difference x Multiplying Factor

KVARH

Previous Reading

Current Reading

Difference

Difference x Multiplying Factor

[Signature]
 CHIEF ENGINEER
 (Corporate Planning) &
 SAFETY COMMISSIONER
 KSE Board, Vidyuthi Bhavanam,
 Pattom, Thiruvananthapuram - 4

For KITEX LIMITED

[Signature]
 Director

[Signature]
 CHIEF ENGINEER
 (Corporate Planning) &
 SAFETY COMMISSIONER
 KSE Board, Vidyuthi Bhavanam,
 Pattom, Thiruvananthapuram - 4

ANNEXURE V**Daily Generation Report**

Name and Address of Generating Company : Kitex Limited.,
Kizhakambalam, Aluva
Kerala

Date :
Installed Capacity : 600 KW
Active Power : Kwh

Time (in 15 minutes block)	Scheduled Generation (in Kwh)	Actual Generation (in Kwh)

80

Total (for each column)

Summary:

Active Power, Kwh

Time (in Hrs)	Scheduled Generation (in Kwh)	Actual Generation (in Kwh)
---------------	-------------------------------	----------------------------

Daily

05.30 – 18.00 hrs

18.00 – 23.00 hrs

23.00 – 05.30 hrs

Cumulative for Month
(till this date)

To

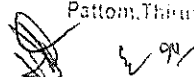
- Deputy Chief Engineer, Load Despatch Centre, Kalamassery

Signature of Authorised Representative of the Generating Company

For KITEX LIMITED


 Director .


CHIEF ENGINEER
 (Corporate Planning) &
SAFETY COMMISSIONER
 KSE Board, Vedyuthi Bhavanam,
 Pattom, Thiruvananthapuram



ANNEXURE V

Daily Generation Report

Name and Address of Generating Company : Kitex Limited.,
Kizhakambalam, Aluva
Kerala

Date :
Installed Capacity : 600 KW
Active Power : Kwh

81

Time (in 15 minutes block)	* Scheduled Generation (in Kwh)	Actual Generation (in Kwh)

Total (for each column)

Summary:

Active Power, Kwh

Time (in Hrs) Scheduled Generation (in Kwh) Actual Generation (in Kwh)

Daily

05.30 – 18.00 hrs

18.00 – 23.00 hrs

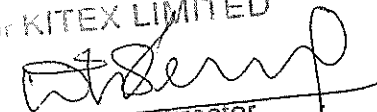
23.00 – 05.30 hrs


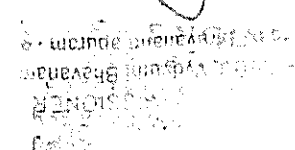
Cumulative for Month
(till this date)

To

1. Deputy Chief Engineer, Load Despatch Centre, Kalamassery

Signature of Authorised Representative of the Generating Company

For KITEX LIMITED

Director



16/3/91

KERALA STATE ELECTRICITY REGULATORY COMMISSION
THIRUVANANTHAPURAM

PRESENT

Shri. T.M.Manoharan, Chairman
Shri. P. Parameswaran, Member
Shri. Mathew George, Member

OP No. 24/2013

In the matter of : Changing the date of application of tariff of the Wind Energy Generators at Agali, Palakkad , from the date of signing PPA to the date of interconnection

10th OCTOBER 2013

Petitioner : M/s. KITEX Ltd., Aluva
Respondent : Kerala State Electricity Board, Tvpm

ORDER

BACKGROUND

M/s. KITEX Ltd (*hereinafter referred to as Petitioner*) has installed 2 Wind Electricity Generators (*hereinafter referred to as WEGs*) of Capacity 0.6 MW each at location Nos KER 444 and KER445 at Agali, Palakkad. Those mills were purchased from M/s. SUZLON Gujarat Wind Parks Ltd, formerly known as SUZLON infrastructure Services Ltd. The location was initially allocated to M/s. Surgeon Realistic Ltd on 22.9.2008 by ANERT and later transferred to M/s. Anna Aluminium Co. on 7.5.2010. It was further transferred in the name of the Petitioner. The works were completed in September 2010 and connected to KSEB's grid with date of interconnection as 29.9.2010.

2. The Petitioner submitted that the execution of PPA was delayed in respect of the above two WEGs for the reason that technical clearance from ANERT was not obtained due to a dispute on the ownership of land, based on alleged involvement of forest /tribal

land about the site. Thereby the Govt. of Kerala insisted for clearance from District Collector to the effect that the proposed site is not a forest/ tribal land. As there was delay on the part of the Government in granting permission, M/s. SUZLON infrastructure Services Ltd. approached the Hon. High Court of Kerala and obtained interim order in IA No 7069/2011 in WP(C) No 29124/2010. Accordingly, Govt, vide G.O.(Rt) No. 135/2013/PD dt. 9.5.2013, has issued sanction to KSEB to execute PPA for KER 444 and KER 445, without waiting for the transfer of technical approval by ANERT.

84 3. For the purpose of entering into the PPA with KSEB, the Petitioner had approached the Commission for approval of tariff for these WEGs. The Commission in OP 25/11 and OP 26/11 on 13.12.2011 ordered that the Preferential Tariff approved by the Commission for Wind Power Plants {vide KSEERC (Power Procurement from Renewable Sources by Distribution Licensee) (Second Amendment) Regulations, 2008 dt. 22.11.2010 (viz. Rs.3.64 per unit), for 20 years from the date of signing PPA} shall be applicable for the WEP at locations KER 444 and 445. Based on this, Board has accorded sanction to execute the PPA in respect of the above two WEGs, using the same draft PPAs used for the other projects in the group earlier with the tariff @ Rs.3.64 per unit for a period of 20 years from the date of signing the PPA.

4. Aggrieved by the fixation of the date of effecting the payment of energy, this petition was filed under Section 86 (1) (f) of Electricity Act 2003 read with Regulation 22 of KSEERC (Conduct of Business.) Regulations 2003. The Petitioner has remitted Rs.10000/- as fee and the provisions under Section 24 and 25 of KSEERC (Conduct of Business) Regulations 2003, are complied with. The prayers of the Petitioner are:

(a) To direct the Respondent KSEB to change the date of application of tariff from the date of PPA to date of interconnection viz. 29.9.2010. In the Rejoinder, the Petitioner has submitted that they are entitled to get the tariff @ Rs.3.64 per unit at least from the date of Order of the Commission, 22.11.2010.

(b) To direct KSEB to execute PPA as above at the earliest.

(c) To direct KSEB to pay interest @ 12% p.a. for the amount due.

5. Hearing was held on 18.7.2013. The Petitioner requested the Commission to direct the Respondent, KSEB to execute the PPA and to make payment for the energy pumped

into the KSEB system from the WEGs KER 444 & KER 445 @ Rs. 3.64 per unit as determined by the Commission in its order on 22.11.2010 along with the above prayers. The Petitioner argued that the WEGs were provided connectivity on 29.9.2010 and has been injecting power to the grid from that day onwards. The power produced by the WEGs of the Petitioner is utilised by the KSEB for the past 2¹/₂ years without paying any amount to them. It was submitted that there was no fault on the part of them in executing the PPA earlier. The delay occurred was due to the pendency of a case and as such the Petitioner shall not be made liable. The electricity generated from the WEGs of the Petitioner has been used by the Respondent and has to pay the charges at the rates fixed by the Commission from the date of interconnection.

Arguments of KSEB.

6. On behalf of KSEB, it was submitted that there was no dispute relating to the date of interconnection to KSEB grid and relating to quantum of energy supplied to KSEB from the WEGs at KER 444 & 445. The dispute was relating to the tariff rates and its date of application. KSEB contended that the admissible rate was only @ Rs. 3.14 per unit. The rate of @ Rs. 3.64 per unit is applicable only to those WEGs commissioned on or after 22.11.2010. In the case of WEGs KER 444 & 445 owned by KITEX, the date of commissioning was much before 22.11.2010. Therefore, the Board is liable to pay charges for electricity to KITEX only @ Rs. 3.14 per unit. 85

7. As per the *KSERC (Power Procurement from Renewable Sources by Distribution Licensee) (Second Amendment) Regulations, 2008 and its 2nd amendment dt. 22.11.2010*, the ceiling tariff applicable for the wind projects commissioned upto 21.11.10 is Rs. 3.14 per unit and to those projects commissioned on or after 22.11.2010 is Rs. 3.64 per unit. These WEGs of the Petitioner at locations KER-444 & 445 were interconnected to the system on 29.9.2010. Hence the maximum ceiling tariff applicable to these would be Rs. 3.14 per unit only. It is submitted that the Commission, vide order dt. 13.12.2011, had approved the tariff for the WEGs KER 444 & 445 @ Rs. 3.64 per unit on the presumption that the WEGs were synchronised to the grid after the date of publication of the Regulations dt. 22.11.2010, whereas the project was interconnected on 29.9.2010. The relevant portion in the Order is:

86 " The Preferential Tariff approved by the Commission for Wind Power Plants vide KERALA STATE ELECTRICITY REGULATORY COMMISSION (POWER PROCUREMENT FROM RENEWABLE SOURCES BY DISTRIBUTION LICENSEE) (SECOND AMENDMENT) REGULATIONS, 2008 dated 22-11-2010 viz. Rs 3.64 per unit for 20 years, shall be applicable for the WEP at locations KER 444 and 445. The rates approved are without considering subsidy / incentive offered by Central/ State Government including accelerated depreciation availed by generating companies. Details of subsidies/incentives if any availed by the Wind Power Generators shall be disclosed to the Commission and the rate Rs 3.64 per unit shall be adjusted appropriately."

8. The Tariff petition was filed on 20.8.2011, eleven months after the date of interconnection. The Petitioner has hidden the facts from the notice of the Commission, such as the date of interconnection and the details of energy injected to the system, till the date of filing the tariff petition. The prayer was cast in such a way as to get the benefit of higher Tariff of Rs.3.64 per unit, applicable to the projects developed after 22.11.2010. The prayer in the petition was "to approve the Tariff Rs. 3.64 per unit for 20 years from the date of signing the PPA." There are six other wind projects at Agali, interconnected to the grid during the same period. The declaration of the Commercial Operation (COD) of all these were declared on 23.10.2010 and the applicable Tariff to all these WEGs is Rs. 3.14 per unit only from the date of COD. Hence the tariff applicable to these WEGs shall be Rs. 3.64 per unit only.

9. It is admitted that the Board has to pay charges for the energy injected into the grid from the date of C.O.D or from the date of interconnexion at the appropriate Tariff as approved by the Commission. KSEB has been making provisional payments to the other projects like, Ullunkal, Philips Carbon Black Ltd etc without insisting on signing of the PPA. In this case, the Petitioner has not raised invoices till date and KSEB, being the public sector utility cannot make any payment without raising invoices for the amount due to them. As the Petitioner has not raised invoices and hence KSEB could not effect provisional payments to them and till the date of signing of PPA, the Petitioner is not entitled to get interest from the Respondent. It is a fact that that the PPA between the

developer and the Respondent is yet to be executed. The statement of the Petitioner that they have submitted a duly signed PPA much earlier in 2010 is not correct. The Petitioner has submitted the same only on 23.12.2011.

10. After hearing both sides, the Commission gave the following interim directions on 18.7.2013.

- (i) The Petitioner may prefer the claim and raise the bill for the energy supplied by them to KSEB at the rates already fixed by the Commission.
- (ii) KSEB may effect a provisional payment for the energy received @ Rs. 3.14 per unit, as agreed to by them, within two weeks from the date of submission of the invoice.
- (iii) M/s. KITEX may file, within two weeks, their rejoinder to the reply dated 17.7.2013 submitted by KSEB.

Rejoinder by the Petitioner

11. The Rejoinder petition was filed on 31.7.2013. It is submitted that the objections raised by the Respondent is not maintainable. The first objection raised by the Respondent is that the Commission in the earlier order has specifically stated the tariff of Rs.3.64 per unit for 20 years from the date of signing the PPA and thereby cannot be modified. The Order portion does not specify so and hence not maintainable. It was further submitted that even if the order was intended from the date of signing the PPA, the delay in signing the PPA has occurred only due to the fault of the Respondent. Therefore the Petitioner is entitled to get the tariff of Rs. 3.64 per unit at least from the date of order of the Commission.

12. The Petitioner has raised the invoices and submitted on the basis of interim order of the Commission. It is also submitted by the Petitioner that the objection of the Respondent, that the WEGs were interconnected to the grid earlier than the 2nd amendment order dated 22.11.2010 and the earlier tariff alone is applicable, is also not maintainable, because the order of the Commission on 13.12.2011 in the tariff petition OP 25/11 and 26/11 has become final and KSEB has so far not challenged the same.

13. The Petitioner intimated in the additional submission on 31.8.2013 that in compliance of the interim order of the Commission, they have raised invoices amounting

to Rs. 3,32,44,604/- for the energy supplied from 29.9.2010 to 30.6.2010 in respect of KER 444 & KER 445 @ Rs. 3.64 per unit and submitted to the Respondent. KSEB has effected a provisional payment of Rs. 2, 80, 63,663/- calculated @ Rs. 3.14 per unit on 7.8.2013. KSEB also has confirmed the same vide letter on 12.9.2013.

Analysis and Decision of the Commission:

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14. The Commission has considered the tariff admissible for the energy generated from the wind energy generators of the Petitioner at sites KER 444 & KER 445 in Agali Village of Palakkad District and the date from which such tariff is applicable. As per KSERC (Power Procurement from Renewable Sources by Distribution Licensees) Regulations, 2006 and KSERC (Power Procurement from Renewable Sources by Distribution Licensees) Second Amendment Regulations 2010, the tariff has to be determined in accordance with the clause (12) of Annexure II as amended with effect from 22.11.2010. The said amended clause (12) is quoted hereunder.

“Based on the norms approved above, the levelised tariff at 12% discount rate for 20 years shall be Rs.3.64/unit. The tariff arrived at above shall be applicable only for the project proposals submitted after the publication of this amendment regulations. The rates approved are without considering subsidy/incentive offered by Central/State Government including accelerated depreciation availed by generating companies. Generating companies shall disclose to the Commission details of such subsidy/incentive if availed along with application for fixation of tariff and get the rate adjusted appropriately.”

14. After considering the relevant documents and the relevant regulations, the Commission had issued orders on 13.12.2011 in OP No. 25/11 and OP 26/11, determining the tariff of energy from the wind mill projects of the Petitioner with the capacity 0.6 MW, located at KER 444 & KER 445 at Agali village. In the said order dated 13.12.2011, the Commission has stated as follows:

“ The preferential tariff approved by the Commission for Wind Power Plants vide KERALA STATE ELECTRICITY REGULATORY COMMISSION (POWER PROCUREMENT FROM RENEWABLE SOURCES BY DISTRIBUTION LICENSEE) (SECOND AMENDMENT) REGULATIONS, 2008 dated 22.11.2010 is Rs. 3.64/unit for 20 years. Hence the tariff applicable for all Wind Energy Projects commissioned after 22.11.2010 shall be Rs. 3.64/unit.

Preferential tariff are a commonly used policy instrument for the promotion of renewable electricity production. The term feed-in tariff can be used in the context of a minimum guaranteed price per unit of produced electricity as approved by the Regulator, to be paid to the producer. Regulatory measures are usually applied to impose an obligation on electricity utilities to pay the (independent) renewable energy power producer a price as specified by the Regulator. The level of the tariff is commonly set for a number of years to give investors security on income for a substantial part of the project lifetime. Many different adaptations of the instrument are applied. However, the level of the tariff need not have any direct relation with either cost or price, but can be chosen at a level to motivate investors for green power production. Considering various factors including front loading, Commission has fixed a preferential tariff of Rs. 3.64/Unit for a period of 20 years for all Wind Energy Projects which are commissioned after 22.11.2010. Hence Commission cannot consider any tariff higher than this, through the Petitioner has presented a calculation sheet indicating a higher rate based on capital cost."

15. As per the relevant regulations, the rate of Rs. 3.64 per unit can be claimed only for the wind energy projects of which the project proposal was submitted after 22.11.2010. But in the case of M/s. KITEEX, they had already commissioned the project on 29.09.2010 and have submitted tariff petition only after 22.11.2010. It is obvious that the Commission had allowed the tariff of Rs. 3.64 per unit on the bonafide belief that the WEGs of the Petitioner at KER 444 & KER 445 in Agali village were commissioned after 22.11.2010. But in its written submission dated 17.7.2013, KSEB has pointed out that the project was commissioned on 29.9.2010 and therefore the preferential tariff of Rs. 3.64 per unit is not admissible to the Petitioner. This fact had not been brought to the notice of the Commission while considering the tariff petition dated 20.8.2011 filed by the Petitioner. Therefore the Commission had in good faith allowed Rs. 3.64 per unit as tariff applicable to the energy from wind energy generators at KER 444 & KER 445. In view of the actual uncontroverted facts, now revealed during hearing and from the records, the Commission finds that the Petitioner is eligible only for the tariff @ Rs. 3.14 per unit for his wind energy project located at KER 444 & 445 which were actually commissioned on 29.9.2010.

16. Six other wind mills synchronised to KSEB grid during the same period (July 2010 to Sept 2010) in locations KER 415,416,429,440,448 and 449 who had executed PPA on

30.09.2010 have been allowed tariff @ Rs. 3.14 per unit. So it is not just & proper to allow higher Tariff of Rs. 3.64 for the Petitioner by any standards. This rate of Rs. 3.14 per unit is applicable for the entire energy supplied by the Petitioner right from the date of synchronisation i.e. 29.9.2010 and will continue for 20 years till 28.9.2030. The KSEB has to make payment @ Rs. 3.14 per unit to the Petitioner for entire energy received by them right from 29.9.2010 from the wind energy generators at KER 444 & KER 44

Order of the Commission

17. The Commission orders that the Petitioner is eligible for the tariff @ Rs. 3.14 per unit for his wind energy project located at KER 444 & 445. This rate of Rs. 3.14 per unit is applicable for the entire energy supplied by the Petitioner right from the date of synchronization i.e. 29.9.2010 and will continue for 20 years till 28.9.2030. The KSEB has to make payment @ Rs. 3.14 per unit to the Petitioner for entire energy received by them right from 29.9.2010 from the wind energy generators at KER 444 & KER 445.

18. The order of the Commission dated 13.12.2011 in OP 25/11 stands modified to this extent. The Petitioner and the Respondent, KSEB shall execute PPA adopting rate of Rs. 3.14 per unit now approved by the Commission in this order.

19. Petition is disposed off accordingly.

Sd/-

P.Parameswaran
Member


Sd/-

Mathew George
Member

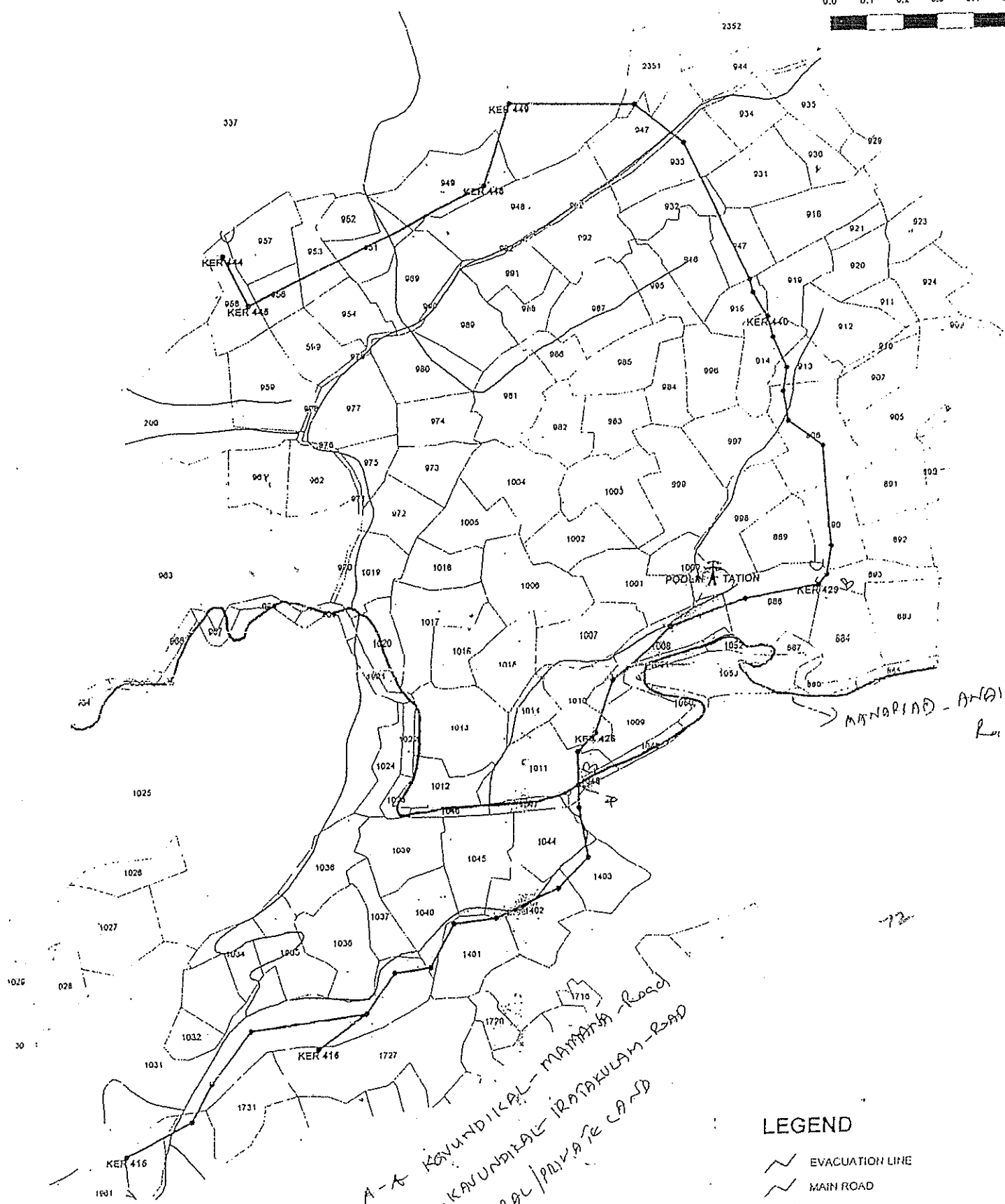
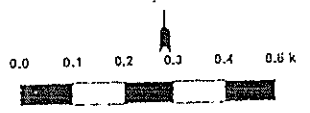
Sd/-

T.M.Manoharan
Chairman

Approved for issue


SECRETARY

KERALA-AGALI-KAVUNDIKKAL-EVACUATION LINE DISTRICT



LEGEND

- EVACUATION LINE
- MAIN ROAD
- OTHER ROADS
- WTG LOCATIONS
- POOLING STATION

TOTAL EVACUATION LINE LENGTH 5711.3m
For KITEK LIMITED

[Signature]
Director

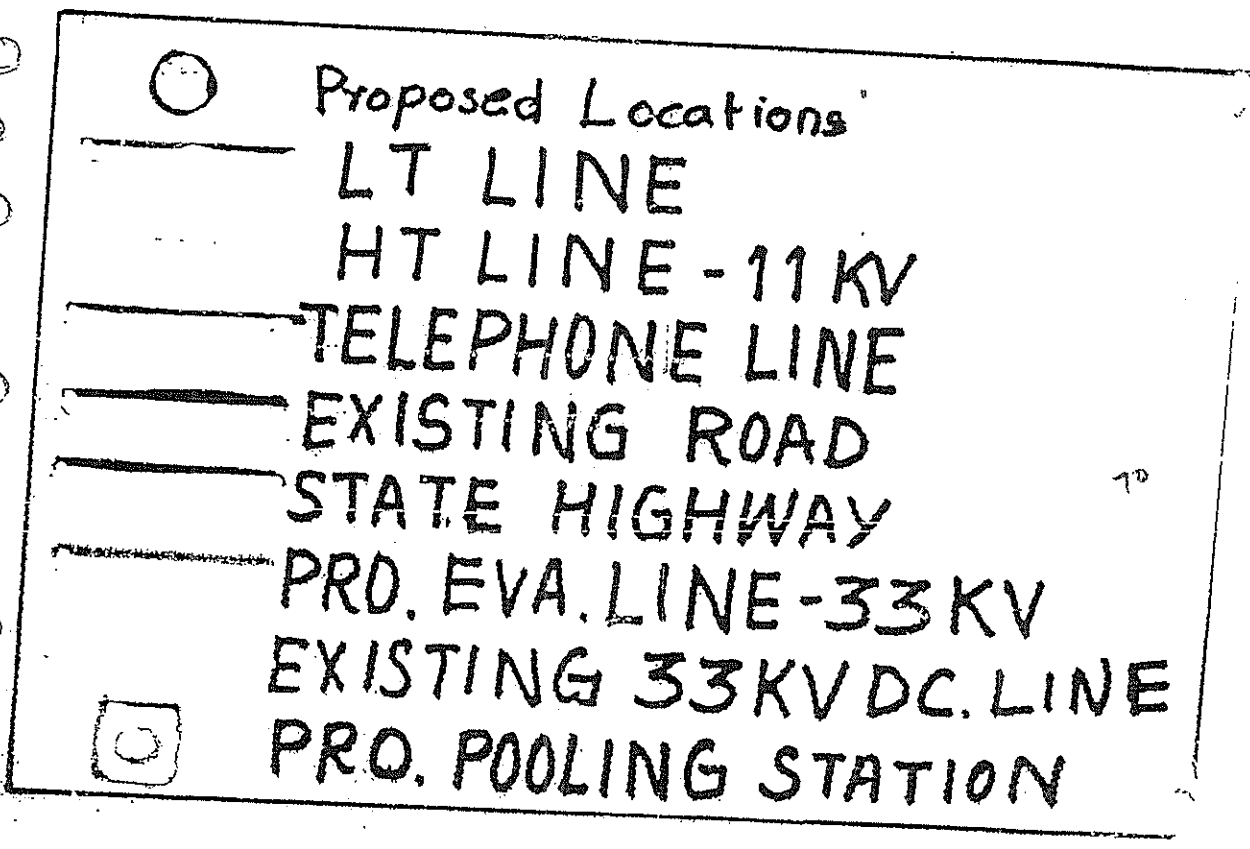
[Signature]
CHIEF ENGINEER
(Corporate Planning) &
SAFETY COMMISSIONER
KSE Board, Vidyuthi Bhavanam
Pattom, Thiruvananthapuram - 4

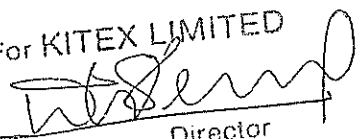
A-A - KAVUNDIKKAL - MANARIAD - ROAD
B-B - KAVUNDIKKAL - IRATTAKULAM - ROAD
C-C - TRISAR / PRIVATE ROAD

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For KITEX LIMITED

 Director

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Handwritten initials

Changanassery

Open road bridge



FOR INFORMATION
[Signature]
 Director

CHIEF ENGINEER
 (Corporate Planning) &
 SAFETY COMMISSIONER,
 KSE Board Vidyuthi Chavanam
 Palam, Thiruvananthapuram - 4

[Signature]