

Dated: November 25, 2024

Reference: Apraava/ Regulatory & Policy/Comments/2024/03

To,
Shri Harpreet Singh Purthi,
Secretary, Central Electricity Regulatory Commission,
8th Floor, Tower B, World Trade Centre,
Nauroji Nagar, New Delhi, 110029

Subject: Comments on “Draft Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) (Fourth Amendment) Regulations, 2024” (hereinafter referred to as “**Draft Regulations**”)

Respected Sir,

By way of an introduction, Apraava Energy Private Limited (Apraava) is a diversified power company in India, owning and operating multiple renewable energy project, transmission assets and Advanced Metering Infrastructure projects.

The Hon’ble Commission vide public notice (No. L-1/250/2019/CERC) dated 09.10.2024 invited comments / suggestions / Objections on the subject Draft Regulation. Our comments on the same has been enclosed as **Annexure I**.

We request the Hon’ble Commission to take our views on record.

Thanking you
Yours Sincerely,

Jogendra Behera
Head - Regulatory Affairs and Policy Advocacy

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Annexure I

We welcome the Hon'ble Commissions effort to notify the 4th Amendment in Sharing Regulations 2020 to enhance transparency and efficiency in the sharing of inter-state transmission charges and losses. With regards to the draft Regulations our Comments are as below:

Regulation	Draft Regulation (Proposed Clause)	Comment/Suggestion
13(2)(b)	Battery ESS which has declared commercial operation on or before 30.6.2025 shall be eligible for a waiver of transmission charges for a period of 12 years from the date of COD of such ESS subject to conditions as per sub-clause (c) of this Clause.	<p>Suggested Clause: Battery ESS which has declared commercial operation on or before 30.6.2025 shall be eligible for a waiver of transmission charges for a period of 12 years or PPA period whichever is higher from the date of COD of such ESS subject to conditions as per sub-clause (c) of this Clause.</p> <p>Rationale: There are cases where PPA period for Battery ESS is more than 12 years. Further OEMs are offering battery with better battery life (10000-12000 cycles). Considering 2 cycles per day, useful life would be more than 12 years for the battery life (10000-12000 cycles).</p> <p>Since battery technology is improving and still evolving, it needs to be supported. So, we request Hon'ble commission to consider the waiver for battery for the period of PPA and suitable amend Regulation 13(2)(f) also.</p>
13(2)(h)	Any REGS based on wind or solar source which is eligible for a waiver of inter-state transmission charges under Regulation 13(2) of these regulations and is having its scheduled date of commissioning on or before 30th June 2025 is granted extension of time to achieve COD by the competent authority in terms of the Power Purchase Agreements (where PPA has been entered into with, a Renewable Energy Implementing Agency or a distribution licensee or an	<p>Suggested Clause: Any REGS based on wind or solar source which is eligible for a waiver of inter-state transmission charges under Regulation 13(2) of these regulations and is having its scheduled date of commissioning on or before 30th June 2025 is granted extension of time to achieve COD by the competent authority in terms of the Power Purchase Agreements (where PPA has been entered into with, a Renewable Energy Implementing Agency or a distribution licensee or an authorized agency on behalf of distribution</p>



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	<p>authorized agency on behalf of distribution licensee, consequent to tariff based competitive bidding) or the Commission (for cases other than specified PPA, on an appropriate application made by the entity), on account of any Force Majeure event including non-availability of transmission or for reasons not attributable to the REGS, and the project achieves COD before the extended date, it shall be eligible for a waiver of inter-state transmission charges as if the said REGS had achieved COD on 30.6.2025:</p> <p>Provided that, for the purpose of this Clause, such extension shall not exceed a period of six months at a time and not more than two times.</p>	<p>licensee, consequent to tariff based competitive bidding) or the Commission (for cases other than specified PPA, on an appropriate application made by the entity), on account of any Force Majeure event including non-availability of transmission or for reasons not attributable to the REGS, and the project achieves COD before the extended date, it shall be eligible for a waiver of inter-state transmission charges as if the said REGS had achieved COD on 30.6.2025:</p> <p>Provided that, for the purpose of this Clause, such extension shall not exceed a period of six months at a time and not more than two times.</p> <p>Provided that REGS or RHGS based on wind or solar source or Battery ESS which is declared under commercial operation after 30.6.2025 or Hydro PSP ESS which has awarded the construction contract after 30.6.2025 shall be mutatis-mutandis eligible to get the transmission waiver as specified under Regulation 13(2)(f) in case of any FM event.</p> <p>Rationale: In case of FM event, it is requested that RE waiver may be extended by the period which has been condoned under FM and may not be limited to 1 year period as proposed in the Draft Regulations. CERC condone delay due to FM event only after carefully examination of the reasons and ascertaining that these are not attributable to the REGS or RHGS.</p> <p>Further, we request hon'ble commission to extend this principle for REGS or RHGS which has declared under commercial operation after 30.6.2025 or Hydro PSP ESS which has awarded the construction contract after 30.6.2025 as per the waiver schedule specified in the Regulations 13(2)(f).</p>
13(3)	<p>Where COD of a Connectivity grantee other than Renewable Power Park Developer has not been achieved on or before start date of Connectivity in terms of GNA Regulations, and the Associated Transmission System has achieved COD, which is not earlier than start</p>	<p>Suggested Clause: Where COD of a Connectivity grantee other than Renewable Power Park Developer has not been achieved on or before start date of Connectivity in terms of GNA Regulations, and the Associated Transmission System including terminal bay(s) has achieved COD,</p>



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<p>date of Connectivity, the Connectivity grantee shall pay Yearly Transmission Charges for the Associated Transmission System corresponding to Connectivity capacity which has not achieved COD: Provided that where a Connectivity grantee is Renewable Power Park Developer and the generation capacity within the Renewable Power Park has not declared COD on or before start date of Connectivity in terms of GNA Regulations, and the Associated Transmission System has achieved COD, which is not earlier than start date of Connectivity, the Renewable Power Park Developer shall pay Yearly Transmission Charges for the Associated Transmission System corresponding to generation capacity which has not achieved COD:</p> <p>Provided further that for cases of augmentation without ATS and where the Terminal Bay(s) at the ISTS sub-station, in the scope of the transmission licensee have achieved COD, which is not earlier than the start date of Connectivity, and the COD of a Connectivity grantee or the Renewable Power Park Developer, as the case may be, has not been achieved, the Connectivity Grantee or the Renewable Power Park Developer, as the case may be, shall pay Yearly Transmission Charges for the Terminal Bay(s) corresponding to the Connectivity capacity which has not achieved COD:</p> <p>Provided also that Yearly Transmission Charges in respect of the Associated Transmission System and terminal bay(s) corresponding to the Connectivity capacity that have achieved COD shall be included for determination of transmission charges of DICs in accordance with Regulations 5 to 8 of these regulations.</p>	<p>which is not earlier than start date of Connectivity, the Connectivity grantee shall pay Yearly Transmission Charges for the Associated Transmission System corresponding to Connectivity capacity which has not achieved COD: Provided that where a Connectivity grantee is Renewable Power Park Developer and the generation capacity within the Renewable Power Park has not declared COD on or before start date of Connectivity in terms of GNA Regulations, and the Associated Transmission System has achieved COD, which is not earlier than start date of Connectivity, the Renewable Power Park Developer shall pay Yearly Transmission Charges for the Associated Transmission System corresponding to generation capacity which has not achieved COD:</p> <p>Provided further that for cases of augmentation without ATS and where the Terminal Bay(s) at the ISTS sub-station, in the scope of the transmission licensee have achieved COD, which is not earlier than the start date of Connectivity, and the COD of a Connectivity grantee or the Renewable Power Park Developer, as the case may be, has not been achieved, the Connectivity Grantee or the Renewable Power Park Developer, as the case may be, shall pay Yearly Transmission Charges for the Terminal Bay(s) corresponding to the Connectivity capacity which has not achieved COD:</p> <p>Provided also that Yearly Transmission Charges in respect of the Associated Transmission System and terminal bay(s) corresponding to the Connectivity capacity that have achieved COD shall be included for determination of transmission charges of DICs in accordance with Regulations 5 to 8 of these regulations.</p> <p>Rationale: First para refers to ATS and Terminal bay(s) hence the same has been included for better clarity.</p> <p>2nd Proviso proposes that for cases of augmentation without ATS and where the Terminal Bay(s) at the ISTS sub-station, in the scope of the transmission licensee have achieved</p>
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		<p>COD and the COD of a Connectivity grantee has not been achieved, then the Connectivity Grantee shall pay Yearly Transmission Charges for the Terminal Bay(s) corresponding to the Connectivity capacity which has not achieved COD. However, process of allocating such Yearly Transmission Charges for the Terminal Bay(s) is not clear. So, we request Hon'ble commission to bring clarity on the process of allocating such Yearly Transmission Charges for the Terminal Bay(s). Our suggestion in this regard is as below:</p> <ul style="list-style-type: none">• TSA should clearly specify the % tariff corresponding to terminal bay for each voltage level. Alternatively,• A normative cost for each voltage level may be defined per MW per month basis.
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