



No. CPGA/CEO/

Date:

THE REGISTRAR,
NATIONAL ELECTRIC POWER REGULATORY AUTHORITY
NEPRA Tower Attaturk Avenue (East),
G-5/1, Islamabad.

SUBJECT: APPLICATION FOR THE ADJUSTMENT IN COMPONENTS OF THE
TARIFF IN RESPECT OF ALMOIZ INDUSTRIES LIMITED PLANT -2

I, Waseem Mukhtar, the Chief Executive Officer of the Central Power Purchasing Agency (Guarantee) Limited, hereby apply to the National Electric Power Regulatory Authority as per the terms of the attached tariff adjustment.

I certify that the documents-in-support attached with this application are prepared and submitted in conformity with the provisions of the tariff adjustment. I further undertake and confirm that the information provided in the attached documents-in-support is true and correct to the best of my knowledge and belief.

The applicable fee for this Application, as determined by the Authority, is enclosed herewith.

The Applicant will be pleased to provide any further information, clarification or explanation that may be required by the Authority in this regard during its evaluation of the attached tariff adjustment.

Yours sincerely,
For and on behalf of
THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED

WASEEM MUKHTAR, CHIEF EXECUTIVE OFFICER

BEFORE
THE NATIONAL ELECTRIC POWER REGULATORY AUTHORITY

APPLICATION FOR THE ADJUSTMENT OF TARIFF

APPLICANT: THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED

IN RESPECT OF THE 36 MW BAGGASE BASED POWER PROJECT OF ALMOIZ
INDUSTRIES LIMITED PLANT -2

DATED: FEBRUARY 12, 2021

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Tariff Adjustment Application

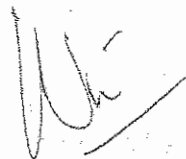
1. Tariff Adjustment Summary
2. Grounds for Tariff Adjustments
3. Statement of Compliance
4. Proposed Tariff
5. Determination Sought

SCHEDULE

Master Agreement dated February 12, 2021 (the "Master Agreement")

ANNEXES

- Annex 1: Resolution of Board of Directors of CPPA-G
Annex 2: Affidavit



Tariff Adjustment Application
In respect of ALMoiz Industries Limited Plant -2

Application

The Applicant is hereby filing this Tariff Adjustment Application (the "Application") to the National Electric Power Regulatory Authority ("NEPRA" or the "Authority") for adjustment in tariff components allowed by NEPRA in the tariff of ALMoiz Industries Limited Plant -2 (the "Company") through the Authority's determination bearing No.NEPRA/TRF-319/AMIL-2015/3143-3145 as adjusted at Commercial Operation Date February 22, 2019 as amended and adjusted from time to time.

Generation License

The Authority granted the Company a Generation License bearing No.IGSPL/53/2015, dated April 02, 2015 commencing from its Commercial Operation Date.

Energy Purchase Agreement and Tariff

An Energy Purchase Agreement ("EPA") was executed by and between the Company and the Applicant on May 10, 2017 in respect of the Project. The learned Authority determined the Reference Tariff dated August 07, 2015 and Commercial Operations Date Tariff dated February 22, 2019 as adjusted and amended from time to time, (collectively referred to as the "Tariff") of the Company.

Grounds

This Application is based on facts, circumstances and grounds as elaborated in Section 2 hereunder.

Determination Sought

Through this Application, the Applicant seeks that the Authority make the following adjustments in the Tariff pursuant to the Master Agreement signed by and between the Applicant and the Company on February 12, 2021 (the "Master Agreement"):

- I. Reduction in the Return on Equity component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of signing of the Master Agreement for the next five (5) years, on the NEPRA approved equity at Commercial Operation Date. ("COD");

On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD, with no USD indexation throughout the remaining Term.

- II. Reduction in the Operations and Maintenance component by 10% as per clause 4 of the Master Agreement;
- III. Reduction in insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement; Provided that other terms and

conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.

- IV. Approval of the Tariff Adjustment to become effective as provided in clause 2.2, clause 2.3 and Annex B of the Master Agreement and notified accordingly.
- V. In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in an Agreement Year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced beyond forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy" and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (i) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (ii) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

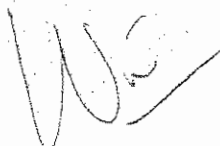
The Applicant will be pleased to provide any further information, clarification or explanation that may be required by the Authority during its evaluation of the attached tariff adjustment.

Yours sincerely,

For and on behalf of

THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED

WASEEM MUKHTAR, CHIEF EXECUTIVE OFFICER



SECTION 1 - TARIFF ADJUSTMENT SUMMARY

A. Particulars of the Applicant

Name: Central Power Purchasing Agency (Guarantee) Limited (the "Applicant").
Address: Shaheen Plaza, 73 West, Fazal-e-Haq Road, Blue Area, Islamabad,
Pakistan.
Phone: 051-111-922-772
E-mail: info@cpga.gov.pk

B. Authorizations

This Application is being filed and submitted before the Authority by Mr. Waseem Mukhtar, Chief Executive Officer of the Applicant, being the duly authorized representative of the Applicant by virtue of board resolution dated February 10, 2021 appended herewith as Annex 1.

C. Applicant's Representatives

Mr. Waseem Mukhtar, CEO of the Petitioner (the "Authorized Representative").

D. Processing Fee

The applicable fee for this Application, as determined by the Authority, is enclosed herewith.

E. Verification Through Affidavit

As required under Section 3(8) of the National Electric Power Regulatory Authority (Tariff Standards and Procedure) Rules, 1998 (the "Rules"), an affidavit verifying the statement of fact or opinion made by the Applicant in this Application is enclosed herewith as Annex

3.



SECTION 2 - GROUNDS FOR TARIFF ADJUSTMENTS

2. Grounds

2.1 The Company and the Applicant have entered into the Master Agreement, appended herewith as Schedule.

2.2 Return on Equity:

Pursuant to the Clause 6 of the Master Agreement, the Applicant and the Company have agreed to adjust the Return on Equity ("RoE") component of the Tariff. The Applicant requests the Authority to reduce the RoE component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of this Agreement for the next five (5) years, on the NEPRA approved equity at COD.

On the date of the fifth anniversary of the date of execution of this Agreement, the RoE shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation.

2.3 Operation & Maintenance:

Pursuant to Clause 4 of the Master Agreement, the Applicant and the Company have agreed to reduce the Operation and Maintenance ("O&M") component. Therefore, the Applicant requests the Authority to reduce the prevailing O&M components by ten percent (10%). The quarterly indexation mechanism shall henceforth apply on the reduced O&M component.

2.4 Insurance During Operations:

Pursuant to Clause 5 of the Master Agreement, the Applicant and the Company have agreed to reduce the insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement.

Provided that other terms and conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.

2.5 Sharing Mechanism beyond Net Annual Plant Factor:

In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in a year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced above forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy"

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and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (i) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (ii) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.


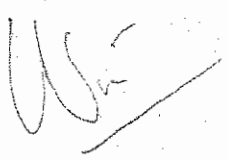
- 2.6 Except for the adjustments requested hereinabove, all other terms and conditions of the Tariff including rates, charges and indexation shall remain unchanged.

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SECTION 3 - STATEMENT OF COMPLIANCE

3. Statutory Compliance

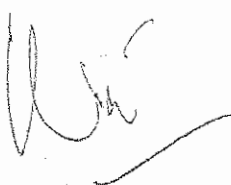

- 3.1 Under Section 7 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (as amended from time to time, the "NEPRA Act"), the Authority is mandated to determine tariffs and other terms and conditions for the supply of electric power services by the generation, transmission and distribution companies. The Authority is also responsible for determining the process and procedures for reviewing tariffs, recommending tariff adjustments, and revision thereof.
- 3.2 Under Rule 6 of the National Electric Power Regulatory Authority Licensing (Generation) Rules, 2000 (the "Generation Rules"), the licensee can charge only such tariff for provision of electric power as approved by the Authority for the Company. Accordingly, on filing petitions by the Company for the determination of its tariff for sale of its generated electricity, the Authority has determined the Reference Tariff and Commercial Operations Date Tariff, as discussed above.
- 3.3 This Application is being filed as a motion for leave for review before the Authority pursuant to Rule 16(6) of the National Electric Power Regulatory Authority (Tariff Standards and Procedure) Rules, 1998 (including all amendments thereto) (the "Rules"), read together with Regulation 3(2) of the NEPRA (Review Procedure) Regulations, 2009 (the "Regulations") and Section 31 of the NEPRA Act.
- 3.4 Pursuant to Section 3(2) of the Rules, "Any licensee, consumer or person interested in the tariff may file a petition with the Authority by filing it with the Registrar along with such fees as may be determined by the Authority from time to time...." The Applicant, having executed the EPA with the Company and as a person interested in the tariff, is therefore entitled to file this Petition in accordance with the Rules.
- 3.5 It is submitted that the facts and circumstances along with the grounds set out below constitute "sufficient reasons" for the Authority to grant the instant Application under Regulation 3(2) of Regulations. Furthermore, we request the Authority to relax the condition pertaining to time limitation for the motion for leave for review for the instant Application under Rule 16(10) of the Rules and Regulation 3(3) of the Regulations.
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SECTION 4 - PROPOSED TARIFF

Following is the proposed tariff:

Tariff Component	Proposed Tariff - Rs./kWh
O&M-L	0.1464
O&M-F	0.5326
Return on Equity	1.1557
Insurance	Adjusted annually to 0.7% of the approved EPC cost

* On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation throughout the remainder of the Term of the EPA.



SECTION 5 - DETERMINATION SOUGHT

In light of the foregoing submissions, the learned Authority is kindly requested to allow this Application and grant the following amendments in the Tariff:

- a. Reduction in the Return on Equity component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of signing of the Master Agreement for the next five (5) years, on the NEPRA approved equity at Commercial Operation Date. ("COD");

On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD, with no USD indexation throughout the remaining Term.

- b. Reduction in the Operations and Maintenance component by ten percent (10%) as per clause 4 of the Master Agreement;
- c. Reduction in insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement; Provided that other terms and conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.
- d. Approval of the Tariff Adjustment to become effective as provided in clause 2.2, clause 2.3 and Annex B of the Master Agreement and notified accordingly.
- e. In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in an Agreement Year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced beyond forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy" and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (i) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (ii) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

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WE

BEFORE
THE NATIONAL ELECTRIC POWER REGULATORY AUTHORITY

APPLICATION FOR THE ADJUSTMENT OF TARIFF

APPLICANT: THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED
IN RESPECT OF THE 22 MW BAGGASE BASED POWER PROJECT OF CHANAR
ENERGY LIMITED

DATED: FEBRUARY 12, 2021



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3. Statement of Compliance
4. Proposed Tariff
5. Determination Sought

SCHEDULE

Master Agreement dated February 12, 2021 (the "Master Agreement")

ANNEXES

- Annex 1: Resolution of Board of Directors of CPPA-G
Annex 2: Affidavit



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TARIFF ADJUSTMENT APPLICATION
IN RESPECT OF CHANAR ENERGY LIMITED

Application

The Applicant is hereby filing this Tariff Adjustment Application (the "Application") to the National Electric Power Regulatory Authority ("NEPRA" or the "Authority") for adjustment in tariff components allowed by NEPRA in the tariff of Chanar Energy Limited (the "Company") through the Authority's determination bearing No.NEPRA/TRF-370/CEL-2016/6535-6537 as adjusted at Commercial Operation Date April 18, 2019 as amended and adjusted from time to time.

Generation License

The Authority granted the Company a Generation License bearing No.IGSPL/71/2016, dated October 21, 2016 commencing from its Commercial Operation Date.

Energy Purchase Agreement and Tariff

An Energy Purchase Agreement ("EPA") was executed by and between the Company and the Applicant on April 24, 2017 in respect of the Project. The learned Authority determined the Reference Tariff dated August 07, 2015 and Commercial Operations Date Tariff dated April 18, 2019 as adjusted and amended from time to time, (collectively referred to as the "Tariff") of the Company.

Grounds

This Application is based on facts, circumstances and grounds as elaborated in Section 2 hereunder.

Determination Sought

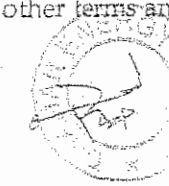
Through this Application, the Applicant seeks that the Authority make the following adjustments in the Tariff pursuant to the Master Agreement signed by and between the Applicant and the Company on February 12, 2021 (the "Master Agreement"):

- I. Reduction in the Return on Equity component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of signing of the Master Agreement for the next five (5) years, on the NEPRA approved equity at Commercial Operation Date. ("COD");

On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD, with no USD indexation throughout the remaining Term.

- II. Reduction in the Operations and Maintenance component by ten percent (10%) as per clause 4 of the Master Agreement;
- III. Reduction in insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement; Provided that other terms and

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conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.

- IV. Approval of the Tariff Adjustment to become effective as provided in clause 2.2, clause 2.3 and Annex B of the Master Agreement and notified accordingly.
- V. In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in an Agreement Year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced beyond forty-five percent (45%) plant factor.

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Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

The Applicant will be pleased to provide any further information, clarification or explanation that may be required by the Authority during its evaluation of the attached tariff adjustment.

Yours sincerely,
For and on behalf of
THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED

WASEEM MUKHTAR, CHIEF EXECUTIVE OFFICER



A handwritten signature, likely of Waseem Mukhtar, written in ink.

SECTION 1 - TARIFF ADJUSTMENT SUMMARY

A. Particulars of the Applicant

Name: Central Power Purchasing Agency (Guarantee) Limited (the "Applicant").
Address: Shaheen Plaza, 73 West, Fazal-e-Haq Road, Blue Area, Islamabad, Pakistan.
Phone: 051-111-922-772
E-mail: info@cpga.gov.pk

B. Authorizations

This Application is being filed and submitted before the Authority by Mr. Waseem Mukhtar, Chief Executive Officer of the Applicant, being the duly authorized representative of the Applicant by virtue of board resolution dated February 10, 2021 appended herewith as Annex 1.

C. Applicant's Representatives

Mr. Waseem Mukhtar, CEO of the Petitioner (the "Authorized Representative").

D. Processing Fee

The applicable fee for this Application, as determined by the Authority, is enclosed herewith.

E. Verification Through Affidavit

As required under Section 3(8) of the National Electric Power Regulatory Authority (Tariff Standards and Procedure) Rules, 1998 (the "Rules"), an affidavit verifying the statement of fact or opinion made by the Applicant in this Application is enclosed herewith as Annex 3.

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SECTION 2 - GROUNDS FOR TARIFF ADJUSTMENTS

2. Grounds

2.1 The Company and the Applicant have entered into the Master Agreement, appended herewith as the Schedule.

2.2 Return on Equity:

Pursuant to the Clause 6 of the Master Agreement, the Applicant and the Company have agreed to adjust the Return on Equity ("RoE") component of the Tariff. The Applicant requests the Authority to reduce the RoE component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of this Agreement for the next five (5) years, on the NEPRA approved equity at COD.

On the date of the fifth anniversary of the date of execution of this Agreement, the RoE shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation.

2.3 Operation & Maintenance:

Pursuant to Clause 4 of the Master Agreement, the Applicant and the Company have agreed to reduce the Operation and Maintenance ("O&M") component. Therefore, the Applicant requests the Authority to reduce the prevailing O&M components by ten percent (10%). The quarterly indexation mechanism shall henceforth apply on the reduced O&M component.

2.4 Insurance During Operations:

Pursuant to Clause 5 of the Master Agreement, the Applicant and the Company have agreed to reduce the insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement.

Provided that other terms and conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.

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In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in a year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced above forty-five percent (45%) plant factor.

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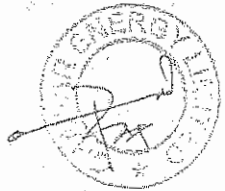


energy" and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (iii) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (iv) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

- 2.6 Except for the adjustments requested hereinabove, all other terms and conditions of the Tariff including rates, charges and indexation shall remain unchanged.



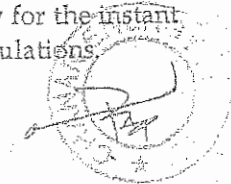
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SECTION 3 - STATEMENT OF COMPLIANCE

3. Statutory Compliance

- 3.1 Under Section 7 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (as amended from time to time, the "NEPRA Act"), the Authority is mandated to determine tariffs and other terms and conditions for the supply of electric power services by the generation, transmission and distribution companies. The Authority is also responsible for determining the process and procedures for reviewing tariffs, recommending tariff adjustments, and revision thereof.
- 3.2 Under Rule 6 of the National Electric Power Regulatory Authority Licensing (Generation) Rules, 2000 (the "Generation Rules"), the licensee can charge only such tariff for provision of electric power as approved by the Authority for the Company. Accordingly, on filing petitions by the Company for the determination of its tariff for sale of its generated electricity, the Authority has determined the Reference Tariff and Commercial Operations Date Tariff, as discussed above.
- 3.3 This Application is being filed as a motion for leave for review before the Authority pursuant to Rule 16(6) of the National Electric Power Regulatory Authority (Tariff Standards and Procedure) Rules, 1998 (including all amendments thereto) (the "Rules"), read together with Regulation 3(2) of the NEPRA (Review Procedure) Regulations, 2009 (the "Regulations") and Section 31 of the NEPRA Act.
- 3.4 Pursuant to Section 3(2) of the Rules, "Any licensee, consumer or person interested in the tariff may file a petition with the Authority by filing it with the Registrar along with such fees as may be determined by the Authority from time to time..." The Applicant, having executed the EPA with the Company and as a person interested in the tariff, is therefore entitled to file this Petition in accordance with the Rules.
- 3.5 It is submitted that the facts and circumstances along with the grounds set out below constitute "sufficient reasons" for the Authority to grant the instant Application under Regulation 3(2) of Regulations. Furthermore, we request the Authority to relax the condition pertaining to time limitation for the motion for leave for review for the instant Application under Rule 16(10) of the Rules and Regulation 3(3) of the Regulations.

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SECTION 4 - PROPOSED TARIFF

Following is the proposed tariff:

Tariff Component	Proposed Tariff - Rs./kWh
O&M-L	0.1464
O&M-F	0.5326
Return on Equity	1.1557
Insurance	Adjusted annually to 0.7% of the approved EPC cost

* On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation throughout the remainder of the Term of the EPA.



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SECTION 5 - DETERMINATION SOUGHT

In light of the foregoing submissions, the learned Authority is kindly requested to allow this Application and grant the following amendments in the Tariff:

- a. Reduction in the Return on Equity component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of signing of the Master Agreement for the next five (5) years, on the NEPRA approved equity at Commercial Operation Date: ("COD");

On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD, with no USD indexation throughout the remaining Term.

- b. Reduction in the Operations and Maintenance component by ten percent (10%) as per clause 4 of the Master Agreement;
- c. Reduction in insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement; Provided that other terms and conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.
- d. Approval of the Tariff Adjustment to become effective as provided in clause 2.2, clause 2.3 and Annex B of the Master Agreement and notified accordingly.
- e. In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in an Agreement Year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced beyond forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy" and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (v) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (vi) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.





No: CPPA/CEO/_____

Date: _____

THE REGISTRAR,
NATIONAL ELECTRIC POWER REGULATORY AUTHORITY
NEPRA Tower Attaturk Avenue (East),
G-5/1, Islamabad.

SUBJECT: APPLICATION FOR ADJUSTMENT IN TARIFF IN RESPECT OF
HAMZA SUGAR MILLS LIMITED

I, Waseem Mukhtar, the Chief Executive Officer of the Central Power Purchasing Agency (Guarantee) Limited, hereby apply to the National Electric Power Regulatory Authority as per the terms of the attached tariff adjustment.

I certify that the documents-in-support attached with this application are prepared and submitted in conformity with the provisions of the tariff adjustment. I further undertake and confirm that the information provided in the attached documents-in-support is true and correct to the best of my knowledge and belief.

The applicable fee for this Application, as determined by the Authority, is enclosed herewith.

The Applicant will be pleased to provide any further information, clarification or explanation that may be required by the Authority in this regard during its evaluation of the attached tariff adjustment.

Yours sincerely,
For and on behalf of
THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED

WASEEM MUKHTAR, CHIEF EXECUTIVE OFFICER



BEFORE
THE NATIONAL ELECTRIC POWER REGULATORY AUTHORITY

APPLICATION FOR THE ADJUSTMENT OF TARIFF

APPLICANT: THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED
IN RESPECT OF THE 15 MW BAGASSE BASED POWER PROJECT OF HAMZA SUGAR
MILLS LIMITED

DATED: FEBRUARY 12, 2021



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3. Statement of Compliance
4. Proposed Tariff
5. Determination Sought

SCHEDULE

Master Agreement dated February 12, 2021 (the "Master Agreement")

ANNEXES

- Annex 1: Resolution of Board of Directors of CPPA-G
Annex 2: Affidavit



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Tariff Adjustment Application
In respect of Hamza Sugar Mills Limited

Application

The Applicant is hereby filing this Tariff Adjustment Application (the "Application") to the National Electric Power Regulatory Authority ("NEPRA" or the "Authority") for adjustment in tariff components allowed by NEPRA in the tariff of Hamza Sugar Mills Limited (the "Company") through the Authority's determination bearing NEPRA/TRF-242/HSML-2014/7096-7098 as adjusted at Commercial Operation Date May 12, 2017 as amended and adjusted from time to time.

Generation License

The Authority granted the Company a Generation License bearing No. IGSP/L/45/2014, commencing from its Commercial Operation Date.

Energy Purchase Agreement and Tariff

An Energy Purchase Agreement ("EPA") was executed by and between the Company and the Applicant on August 11, 2015 in respect of the Project. The learned Authority determined the Reference Tariff dated September 12, 2014 and Commercial Operations Date Tariff dated May 12, 2017 as adjusted and amended from time to time, (collectively referred to as the "Tariff") of the Company.

Grounds

This Application is based on facts, circumstances and grounds as elaborated in Section 2 hereunder.

Determination Sought

Through this Application, the Applicant seeks that the Authority make the following adjustments in the Tariff pursuant to the Master Agreement signed by and between the Applicant and the Company on February 12, 2021 (the "Master Agreement"):

- I. Reduction in the Return on Equity component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of signing of the Master Agreement for the next five (5) years, on the NEPRA approved equity at Commercial Operation Date. ("COD");

On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation.

- II. Reduction in the Operations and Maintenance component by ten percent (10%) as per clause 4 of the Master Agreement;
- III. Reduction in insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement; Provided that other terms and

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conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.

- IV. Approval of the Tariff Adjustment to become effective as provided in clause 2.2, clause 2.3 and Annex B of the Master Agreement and notified accordingly.
- V. In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in an Agreement Year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced beyond forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy" and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (i) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (ii) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

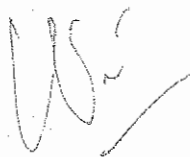
Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

The Applicant will be pleased to provide any further information, clarification or explanation that may be required by the Authority during its evaluation of the attached tariff adjustment.

Yours sincerely,
For and on behalf of

THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED

WASEEM MUKHTAR, CHIEF EXECUTIVE OFFICER



SECTION 1 - TARIFF ADJUSTMENT SUMMARY

A. Particulars of the Applicant

Name: Central Power Purchasing Agency (Guarantee) Limited (the "Applicant").
Address: Shaheen Plaza, 73 West, Fazal-e-Haq Road, Blue Area, Islamabad, Pakistan.
Phone: 051-111-922-772
E-mail: info@cpga.gov.pk

B. Authorizations

This Application is being filed and submitted before the Authority by Mr. Waseem Mukhtar, Chief Executive Officer of the Applicant, being the duly authorized representative of the Applicant by virtue of board resolution dated February 10, 2021 appended herewith as Annex 1.

C. Applicant's Representatives

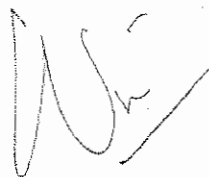
Mr. Waseem Mukhtar, CEO of the Petitioner (the "Authorized Representative").

D. Processing Fee

The applicable fee for this Application, as determined by the Authority, is enclosed herewith.

E. Verification Through Affidavit

As required under Section 3(8) of the National Electric Power Regulatory Authority (Tariff Standards and Procedure) Rules, 1998 (the "Rules"), an affidavit verifying the statement of fact or opinion made by the Applicant in this Application is enclosed herewith as Annex 3.



SECTION 2 - GROUNDS FOR TARIFF ADJUSTMENTS

2. Grounds

2.1 The Company and the Applicant have entered into the Master Agreement, appended herewith as Schedule.

2.2 Return on Equity:

Pursuant to the Clause 6 of the Master Agreement, the Applicant and the Company have agreed to adjust the Return on Equity ("ROE") component of the Tariff. The Applicant requests the Authority to reduce the ROE component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of this Agreement for the next five (5) years, on the NEPRA approved equity at COD.

On the date of the fifth anniversary of the date of execution of this Agreement, the RoE shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD, calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation.

2.3 Operation & Maintenance:

Pursuant to Clause 4 of the Master Agreement, the Applicant and the Company have agreed to reduce the Operation and Maintenance ("O&M") component. Therefore, the Applicant requests the Authority to reduce the prevailing O&M components by ten percent (10%). The quarterly indexation mechanism shall henceforth apply on the reduced O&M component.

2.4 Insurance During Operations:

Pursuant to Clause 5 of the Master Agreement, the Applicant and the Company have agreed to reduce the insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement.

Provided that other terms and conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.

2.5 Sharing Mechanism beyond Net Annual Plant Factor:

In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in a year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced above forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy"



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and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (iii) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (iv) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

- 2.6 Except for the adjustments requested hereinabove, all other terms and conditions of the Tariff including rates, charges and indexation shall remain unchanged.



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SECTION 3 - STATEMENT OF COMPLIANCE

3. Statutory Compliance

- 3.1 Under Section 7 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (as amended from time to time, the "NEPRA Act"), the Authority is mandated to determine tariffs and other terms and conditions for the supply of electric power services by the generation, transmission and distribution companies. The Authority is also responsible for determining the process and procedures for reviewing tariffs, recommending tariff adjustments, and revision thereof.
- 3.2 Under Rule 6 of the National Electric Power Regulatory Authority Licensing (Generation) Rules, 2000 (the "Generation Rules"), the licensee can charge only such tariff for provision of electric power as approved by the Authority for the Company. Accordingly, on filing petitions by the Company for the determination of its tariff for sale of its generated electricity, the Authority has determined the Reference Tariff and Commercial Operations Date Tariff, as discussed above.
- 3.3 This Application is being filed as a motion for leave for review before the Authority pursuant to Rule 16(6) of the National Electric Power Regulatory Authority (Tariff Standards and Procedure) Rules, 1998 (including all amendments thereto) (the "Rules"), read together with Regulation 3(2) of the NEPRA (Review Procedure) Regulations, 2009 (the "Regulations") and Section 31 of the NEPRA Act.
- 3.4 Pursuant to Section 3(2) of the Rules, "Any licensee, consumer or person interested in the tariff may file a petition with the Authority by filing it with the Registrar along with such fees as may be determined by the Authority from time to time...." The Applicant, having executed the EPA with the Company and as a person interested in the tariff, is therefore entitled to file this Petition in accordance with the Rules.
- 3.5 It is submitted that the facts and circumstances along with the grounds set out below constitute "sufficient reasons" for the Authority to grant the instant Application under Regulation 3(2) of Regulations. Furthermore, we request the Authority to relax the condition pertaining to time limitation for the motion for leave for review for the instant Application under Rule 16(10) of the Rules and Regulation 3(3) of the Regulations.



SECTION 4 - PROPOSED TARIFF

Following is the proposed tariff:

Tariff Component	Proposed Tariff - Rs./kWh
O&M-L	0.1464
O&M-F	0.5326
Return on Equity	1.1557
Insurance	Adjusted annually to 0.7% of the approved EPC cost

**On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation throughout the remainder of the Term of the EPA.*



A large, stylized handwritten signature is written in the lower-left quadrant of the page.

Section 5 - Determination Sought

In light of the foregoing submissions, the learned Authority is kindly requested to allow this Application and grant the following amendments in the Tariff:

- a. Reduction in the Return on Equity component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of signing of the Master Agreement for the next five (5) years, on the NEPRA approved equity at Commercial Operation Date. ("COD");

On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD, with no USD indexation throughout the remaining Term.

- b. Reduction in the Operations and Maintenance component by 10% as per clause 4 of the Master Agreement;
- c. Reduction in insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement; Provided that other terms and conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.
- d. Approval of the Tariff Adjustment to become effective as provided in clause 2.2, clause 2.3 and Annex B of the Master Agreement and notified accordingly.
- e. In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in an Agreement Year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced beyond forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy" and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (v) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (vi) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

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BEFORE
THE NATIONAL ELECTRIC POWER REGULATORY AUTHORITY

APPLICATION FOR THE ADJUSTMENT OF TARIFF

APPLICANT: THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED
IN RESPECT OF THE 26.35 MW BAGASSE BASED POWER PROJECT OF JDW SUGAR
MILLS LIMITED (UNIT-II)

DATED: FEBRUARY 12, 2021

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Master Agreement dated February 12, 2021 (the "Master Agreement")

ANNEXES

- Annex 1: Resolution of Board of Directors of CPPA-G
Annex 2: Affidavit

WE



TARIFF ADJUSTMENT APPLICATION
IN RESPECT OF JDW SUGAR MILLS LIMITED (UNIT-II)

Application

The Applicant is hereby filing this Tariff Adjustment Application (the "Application") to the National Electric Power Regulatory Authority ("NEPRA" or the "Authority") for adjustment in tariff components allowed by NEPRA in the tariff of JDW Sugar Mills Limited (Unit-II) (the "Company") through the Authority's determination bearing No.NEPRA/TRF-253/JDWSML-2013/14841-45 as adjusted at Commercial Operation Date Oct 31, 2016 as amended and adjusted from time to time.

Generation License

The Authority granted the Company a Generation License bearing No.IGSPL/35/2013, Dated Sep 27, 2013 commencing from its Commercial Operation Date.

Energy Purchase Agreement and Tariff

An Energy Purchase Agreement ("EPA") was executed by and between the Company and the Applicant on Nil in respect of the Project. The learned Authority determined the Reference Tariff dated Nov 06, 2013 and Commercial Operations Date Tariff dated Oct 31, 2016 as adjusted and amended from time to time, (collectively referred to as the "Tariff") of the Company.

Grounds

This Application is based on facts, circumstances and grounds as elaborated in Section 2 hereunder.

Determination Sought

Through this Application, the Applicant seeks that the Authority make the following adjustments in the Tariff pursuant to the Master Agreement signed by and between the Applicant and the Company on February 12, 2021 (the "Master Agreement"):

- I. Reduction in the Return on Equity component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of signing of the Master Agreement for the next five (5) years, on the NEPRA approved equity at Commercial Operation Date. ("COD");

On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation.

- II. Reduction in the Operations and Maintenance component by ten percent (10%) as per clause 4 of the Master Agreement;
- III. Reduction in insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement; Provided that other terms and conditions of the insurance adjustment mechanism provided in the EPA shall remain

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the same. Approval of the Tariff Adjustment to become effective as provided in clause 2.2, clause 2.3 and Annex B of the Master Agreement and notified accordingly.

- IV. In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in an Agreement Year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced beyond forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy" and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (i) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (ii) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.


The Applicant will be pleased to provide any further information, clarification or explanation that may be required by the Authority during its evaluation of the attached tariff adjustment.

Yours sincerely,

For and on behalf of

THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED

WASEEM MUKHTAR, CHIEF EXECUTIVE OFFICER



SECTION 1 - TARIFF ADJUSTMENT SUMMARY

A. Particulars of the Applicant

Name: Central Power Purchasing Agency (Guarantee) Limited (the "Applicant").
Address: Shaheen Plaza, 73 West, Fazal-e-Haq Road, Blue Area, Islamabad, Pakistan.
Phone: 051-111-922-772
E-mail: info@cpga.gov.pk

B. Authorizations

This Application is being filed and submitted before the Authority by Mr. Waseem Mukhtar, Chief Executive Officer of the Applicant, being the duly authorized representative of the Applicant by virtue of board resolution dated February 10, 2021 appended herewith as Annex 1.

C. Applicant's Representatives

Mr. Waseem Mukhtar, CEO of the Petitioner (the "Authorized Representative").

D. Processing Fee

The applicable fee for this Application, as determined by the Authority, is enclosed herewith.

E. Verification Through Affidavit

As required under Section 3(8) of the National Electric Power Regulatory Authority (Tariff Standards and Procedure) Rules, 1998 (the "Rules"), an affidavit verifying the statement of fact or opinion made by the Applicant in this Application is enclosed herewith as Annex 3.



SECTION 2 - GROUNDS FOR TARIFF ADJUSTMENTS

2. Grounds

2.1 The Company and the Applicant have entered into the Master Agreement, appended herewith as the Schedule.

2.2 Return on Equity:

Pursuant to Clause 6 of the Master Agreement, the Applicant and the Company have agreed to adjust the Return on Equity ("RoE") component of the Tariff. The Applicant requests the Authority to reduce the RoE component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of this Agreement for the next five (5) years, on the NEPRA approved equity at COD.

On the date of the fifth anniversary of the date of execution of this Agreement, the RoE shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation.

2.3 Operation & Maintenance:

Pursuant to Clause 4 of the Master Agreement, the Applicant and the Company have agreed to reduce the Operation and Maintenance ("O&M") component. Therefore, the Applicant requests the Authority to reduce the prevailing O&M components by ten percent (10%). The quarterly indexation mechanism shall henceforth apply on the reduced O&M component.

2.4 Insurance During Operations:

Pursuant to Clause 5 of the Master Agreement, the Applicant and the Company have agreed to reduce the insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement.

Provided that other terms and conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.

2.5 Sharing Mechanism beyond Net Annual Plant Factor:

In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in a year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced above forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy"



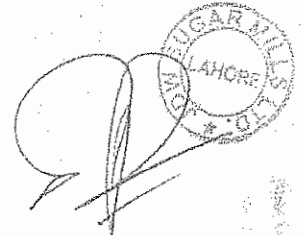
and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (i) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (ii) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

- 2.6 Except for the adjustments requested hereinabove, all other terms and conditions of the Tariff including rates, charges and indexation shall remain unchanged.

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A handwritten signature is written over a circular official stamp. The stamp contains the text "WAPDA" at the top, "LAHORE" in the center, and "1972" at the bottom.

SECTION 3 - STATEMENT OF COMPLIANCE

3. Statutory Compliance

- 3.1 Under Section 7 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (as amended from time to time, the "NEPRA Act"), the Authority is mandated to determine tariffs and other terms and conditions for the supply of electric power services by the generation, transmission and distribution companies. The Authority is also responsible for determining the process and procedures for reviewing tariffs, recommending tariff adjustments, and revision thereof.
- 3.2 Under Rule 6 of the National Electric Power Regulatory Authority Licensing (Generation) Rules, 2000 (the "Generation Rules"), the licensee can charge only such tariff for provision of electric power as approved by the Authority for the Company. Accordingly, on filing petitions by the Company for the determination of its tariff for sale of its generated electricity, the Authority has determined the Reference Tariff and Commercial Operations Date Tariff, as discussed above.
- 3.3 This Application is being filed as a motion for leave for review before the Authority pursuant to Rule 16(6) of the National Electric Power Regulatory Authority (Tariff Standards and Procedure) Rules, 1998 (including all amendments thereto) (the "Rules"), read together with Regulation 3(2) of the NEPRA (Review Procedure) Regulations, 2009 (the "Regulations") and Section 31 of the NEPRA Act.
- 3.4 Pursuant to Section 3(2) of the Rules, "Any licensee, consumer or person interested in the tariff may file a petition with the Authority by filing it with the Registrar along with such fees as may be determined by the Authority from time to time...." The Applicant, having executed the EPA with the Company and as a person interested in the tariff, is therefore entitled to file this Petition in accordance with the Rules.
- 3.5 It is submitted that the facts and circumstances along with the grounds set out below constitute "sufficient reasons" for the Authority to grant the instant Application under Regulation 3(2) of Regulations. Furthermore, we request the Authority to relax the condition pertaining to time limitation for the motion for leave for review for the instant Application under Rule 16(10) of the Rules and Regulation 3(3) of the Regulations.



SECTION 4 - PROPOSED TARIFF

Following is the proposed tariff:

Tariff Component	Proposed Tariff - Rs./kWh
O&M-L	0.1464
O&M-F	0.5326
Return on Equity	1.1558
Insurance	Adjusted annually to 0.7% of the approved EPC cost

* On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation throughout the remainder of the Term of the EPA.

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SECTION 5 - DETERMINATION SOUGHT

In light of the foregoing submissions, the learned Authority is kindly requested to allow this Application and grant the following amendments in the Tariff:

- a. Reduction in the Return on Equity component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of signing of the Master Agreement for the next five (5) years, on the NEPRA approved equity at Commercial Operation Date. ("COD");

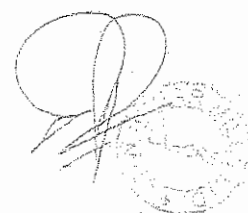
On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD, with no USD indexation throughout the remaining Term.

- b. Reduction in the Operations and Maintenance component by ten percent (10%) as per clause 4 of the Master Agreement;
- c. Reduction in insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement; Provided that other terms and conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.
- d. Approval of the Tariff Adjustment to become effective as provided in clause 2.2, clause 2.3 and Annex B of the Master Agreement and notified accordingly.
- e. In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in an Agreement Year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced beyond forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy" and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (i) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (ii) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.



BEFORE
THE NATIONAL ELECTRIC POWER REGULATORY AUTHORITY

APPLICATION FOR THE ADJUSTMENT OF TARIFF

APPLICANT: THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED
IN RESPECT OF THE 26.35 MW BAGASSE BASED POWER PROJECT OF JDW SUGAR
MILLS LIMITED (UNIT-III)

DATED: FEBRUARY 12, 2021

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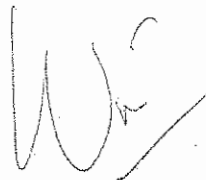
1. Tariff Adjustment Summary
2. Grounds for Tariff Adjustments
3. Statement of Compliance
4. Proposed Tariff
5. Determination Sought

SCHEDULE

Master Agreement dated February 12, 2021 (the "Master Agreement")

ANNEXES

- Annex 1: Resolution of Board of Directors of CPPA-G
Annex 2: Affidavit



A circular stamp is visible next to the signature, containing the text "LAW OFFICE" and "JANUARY 2021".

Tariff Adjustment Application
In respect of JDW Sugar Mills Limited (Unit-III)

Application

The Applicant is hereby filing this Tariff Adjustment Application (the "Application") to the National Electric Power Regulatory Authority ("NEPRA" or the "Authority") for adjustment in tariff components allowed by NEPRA in the tariff of JDW Sugar Mills Limited (Unit-III) (the "Company") through the Authority's determination bearing No.NEPRA/TRF-254/JDWSML-2013/17759-61 as adjusted at Commercial Operation Date Sep 15, 2015 as amended and adjusted from time to time.

Generation License

The Authority granted the Company a Generation License bearing No.IGSPL/36/2013, Dated Sep 27, 2013 commencing from its Commercial Operation Date.

Energy Purchase Agreement and Tariff

An Energy Purchase Agreement ("EPA") was executed by and between the Company and the Applicant on Mar 20, 2014 in respect of the Project. The learned Authority determined the Reference Tariff dated Nov 06, 2013 and Commercial Operations Date Tariff dated Sep 15, 2015 as adjusted and amended from time to time, (collectively referred to as the "Tariff") of the Company.

Grounds

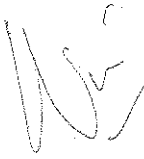
This Application is based on facts, circumstances and grounds as elaborated in Section 2 hereunder.

Determination Sought

Through this Application, the Applicant seeks that the Authority make the following adjustments in the Tariff pursuant to the Master Agreement signed by and between the Applicant and the Company on February 12, 2021 (the "Master Agreement"):

- I. Reduction in the Return on Equity component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of signing of the Master Agreement for the next five (5) years, on the NEPRA approved equity at Commercial Operation Date. ("COD") ;

On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation.

- 
- II. Reduction in the Operations and Maintenance component by ten percent (10%) as per clause 4 of the Master Agreement;
 - III. Reduction in insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement; Provided that other terms and



conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.

IV. Approval of the Tariff Adjustment to become effective as provided in clause 2.2, clause 2.3 and Annex B of the Master Agreement and notified accordingly.

V. In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in an Agreement Year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced beyond forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy" and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (i) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (ii) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

The Applicant will be pleased to provide any further information, clarification or explanation that may be required by the Authority during its evaluation of the attached tariff adjustment.

Yours sincerely,

For and on behalf of

THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED

WASEEM MUKHTAR, CHIEF EXECUTIVE OFFICER

WE

SP
LAHORE

SECTION 1 - TARIFF ADJUSTMENT SUMMARY

A. Particulars of the Applicant

Name: Central Power Purchasing Agency (Guarantee) Limited (the "Applicant").
Address: Shaheen Plaza, 73 West, Fazal-e-Haq Road, Blue Area, Islamabad,
Pakistan.
Phone: 051-111-922-772
E-mail: info@coppa.gov.pk

B. Authorizations

This Application is being filed and submitted before the Authority by Mr. Waseem Mukhtar, Chief Executive Officer of the Applicant, being the duly authorized representative of the Applicant by virtue of board resolution dated February 10, 2021 appended herewith as Annex 1.

C. Applicant's Representatives

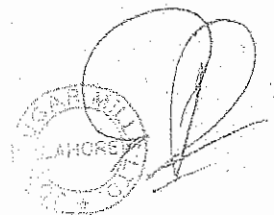
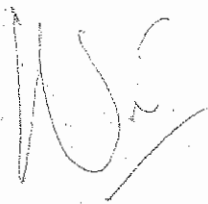
Mr. Waseem Mukhtar, CEO of the Petitioner (the "Authorized Representative").

D. Processing Fee

The applicable fee for this Application, as determined by the Authority, is enclosed herewith.

E. Verification Through Affidavit

As required under Section 3(8) of the National Electric Power Regulatory Authority (Tariff Standards and Procedure) Rules, 1998 (the "Rules"), an affidavit verifying the statement of fact or opinion made by the Applicant in this Application is enclosed herewith as Annex 3.



SECTION 2 - GROUNDS FOR TARIFF ADJUSTMENTS

2. Grounds

2.1 The Company and the Applicant have entered into the Master Agreement, appended herewith as the Schedule.

2.2 Return on Equity:

Pursuant to the Clause 6 of the Master Agreement, the Applicant and the Company have agreed to adjust the Return on Equity ("RoE") component of the Tariff. The Applicant requests the Authority to reduce the RoE component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of this Agreement for the next five (5) years, on the NEPRA approved equity at COD.

On the date of the fifth anniversary of the date of execution of this Agreement, the RoE shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation.

2.3 Operation & Maintenance:

Pursuant to Clause 4 of the Master Agreement, the Applicant and the Company have agreed to reduce the Operation and Maintenance ("O&M") component. Therefore, the Applicant requests the Authority to reduce the prevailing O&M components by ten percent (10%). The quarterly indexation mechanism shall henceforth apply on the reduced O&M component.

2.4 Insurance During Operations:

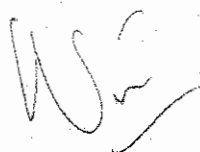
Pursuant to Clause 5 of the Master Agreement, the Applicant and the Company have agreed to reduce the insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement.

Provided that other terms and conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.

2.5 Sharing Mechanism beyond Net Annual Plant Factor:

In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in a year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced above forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall



energy" and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (iii) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (iv) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

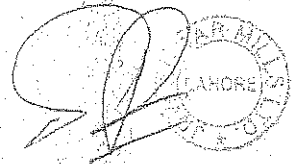
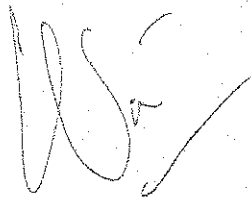
- 2.6 Except for the adjustments requested hereinabove, all other terms and conditions of the Tariff including rates, charges and indexation shall remain unchanged.

A handwritten signature in dark ink is positioned above a circular official stamp. The stamp contains text that is partially legible, including the word "CHARGE" and some numbers.A handwritten signature in dark ink, consisting of stylized letters, is located in the lower-middle portion of the page.

SECTION 3 - STATEMENT OF COMPLIANCE

3. Statutory Compliance

- 3.1 Under Section 7 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (as amended from time to time, the "NEPRA Act"), the Authority is mandated to determine tariffs and other terms and conditions for the supply of electric power services by the generation, transmission and distribution companies. The Authority is also responsible for determining the process and procedures for reviewing tariffs, recommending tariff adjustments, and revision thereof.
- 3.2 Under Rule 6 of the National Electric Power Regulatory Authority Licensing (Generation) Rules, 2000 (the "Generation Rules"), the licensee can charge only such tariff for provision of electric power as approved by the Authority for the Company. Accordingly, on filing petitions by the Company for the determination of its tariff for sale of its generated electricity, the Authority has determined the Reference Tariff and Commercial Operations Date Tariff, as discussed above.
- 3.3 This Application is being filed as a motion for leave for review before the Authority pursuant to Rule 16(6) of the National Electric Power Regulatory Authority (Tariff Standards and Procedure) Rules, 1998 (including all amendments thereto) (the "Rules"), read together with Regulation 3(2) of the NEPRA (Review Procedure) Regulations, 2009 (the "Regulations") and Section 31 of the NEPRA Act.
- 3.4 Pursuant to Section 3(2) of the Rules, "Any licensee, consumer or person interested in the tariff may file a petition with the Authority by filing it with the Registrar along with such fees as may be determined by the Authority from time to time...." The Applicant, having executed the EPA with the Company and as a person interested in the tariff, is therefore entitled to file this Petition in accordance with the Rules.
- 3.5 It is submitted that the facts and circumstances along with the grounds set out below constitute "sufficient reasons" for the Authority to grant the instant Application under Regulation 3(2) of Regulations. Furthermore, we request the Authority to relax the condition pertaining to time limitation for the motion for leave for review for the instant Application under Rule 16(10) of the Rules and Regulation 3(3) of the Regulations.

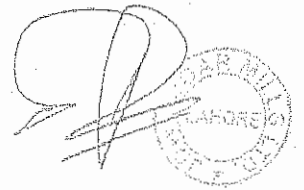
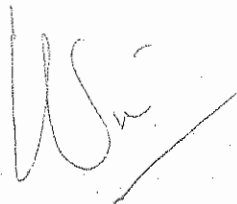


SECTION 4 - PROPOSED TARIFF

Following is the proposed tariff:

Tariff Component	Proposed Tariff - Rs./kWh
O&M-L	0.1464
O&M-F	0.5326
Return on Equity	1.1557
Insurance	Adjusted annually to 0.7% of the approved EPC cost

** On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation throughout the remainder of the Term of the EPA.*

A handwritten signature in dark ink is written over a circular official stamp. The stamp contains the text "NEPRA" at the top and "ISLAMABAD" at the bottom, with some illegible text in the center.A handwritten signature in dark ink, appearing to be "W. S. /", is written on the page.

SECTION 5 - DETERMINATION SOUGHT

In light of the foregoing submissions, the learned Authority is kindly requested to allow this Application and grant the following amendments in the Tariff:

- a. Reduction in the Return on Equity component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of signing of the Master Agreement for the next five (5) years, on the NEPRA approved equity at Commercial Operation Date. ("COD");


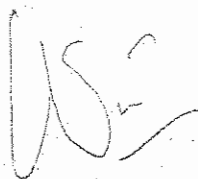
On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD, with no USD indexation throughout the remaining Term.

- b. Reduction in the Operations and Maintenance component by ten percent (10%) as per clause 4 of the Master Agreement;
- c. Reduction in insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement; Provided that other terms and conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.
- d. Approval of the Tariff Adjustment to become effective as provided in clause 2.2, clause 2.3 and Annex B of the Master Agreement and notified accordingly.
- e. In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in an Agreement Year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced beyond forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy" and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (v) one hundred percent (100%) of the Variable Energy Purchase Price; and
- (vi) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.



BEFORE
THE NATIONAL ELECTRIC POWER REGULATORY AUTHORITY

APPLICATION FOR THE ADJUSTMENT OF TARIFF

APPLICANT: THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED
IN RESPECT OF THE 30.00 MW BAGASSE BASED POWER PROJECT OF RYK MILLS
LIMITED

DATED: FEBRUARY 12, 2021

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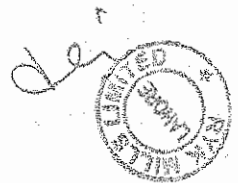


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Tariff Adjustment Application

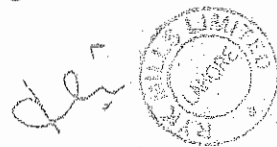
1. Tariff Adjustment Summary
2. Grounds for Tariff Adjustments
3. Statement of Compliance
4. Proposed Tariff
5. Determination Sought

SCHEDULE

Master Agreement dated February 12, 2021 (the "Master Agreement")

ANNEXES

- Annex 1: Resolution of Board of Directors of CPPA-G
Annex 2: Affidavit



USE

TARIFF ADJUSTMENT APPLICATION
IN RESPECT OF RYK MILLS LIMITED

Application

The Applicant is hereby filing this Tariff Adjustment Application (the "Application") to the National Electric Power Regulatory Authority ("NEPRA" or the "Authority") for adjustment in tariff components allowed by NEPRA in the tariff of RYK Mills Limited (the "Company") through the Authority's determination bearing No.NEPRA/TRF-265/RVKML-2014/15796-15798 as adjusted at Commercial Operation Date Nov 02, 2015 as amended and adjusted from time to time.

Generation License

The Authority granted the Company a Generation License bearing No.IGSPL/44/2014, Dated Sep 10, 2014 commencing from its Commercial Operation Date.

Energy Purchase Agreement and Tariff

An Energy Purchase Agreement ("EPA") was executed by and between the Company and the Applicant on Oct 10, 2014 in respect of the Project. The learned Authority determined the Reference Tariff dated June 25, 2014 and Commercial Operations Date Tariff dated Nov 02, 2015 as adjusted and amended from time to time, (collectively referred to as the "Tariff") of the Company.

Grounds

This Application is based on facts, circumstances and grounds as elaborated in Section 2 hereunder.

Determination Sought

Through this Application, the Applicant seeks that the Authority make the following adjustments in the Tariff pursuant to the Master Agreement signed by and between the Applicant and the Company on February 12, 2021 (the "Master Agreement"):

- I. Reduction in the Return on Equity component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of signing of the Master Agreement for the next five (5) years, on the NEPRA approved equity at Commercial Operation Date. ("COD");

On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation.

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Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

The Applicant will be pleased to provide any further information, clarification or explanation that may be required by the Authority during its evaluation of the attached tariff adjustment.

Yours sincerely,
For and on behalf of

THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED

WASEEM MUKHTAR, CHIEF EXECUTIVE OFFICER



SECTION 1 – TARIFF ADJUSTMENT SUMMARY

A. Particulars of the Applicant

Name: Central Power Purchasing Agency (Guarantee) Limited (the "Applicant").
Address: Shaheen Plaza, 73 West, Fazal-e-Haq Road, Blue Area, Islamabad,
Pakistan.
Phone: 051-111-922-772
E-mail: info@cpga.gov.pk

B. Authorizations

This Application is being filed and submitted before the Authority by Mr. Waseem Mukhtar, Chief Executive Officer of the Applicant, being the duly authorized representative of the Applicant by virtue of board resolution dated February 10, 2021 appended herewith as Annex 1.

C. Applicant's Representatives

Mr. Waseem Mukhtar, CEO of the Petitioner (the "Authorized Representative").

D. Processing Fee

The applicable fee for this Application, as determined by the Authority, is enclosed herewith.

E. Verification Through Affidavit

As required under Section 3(8) of the National Electric Power Regulatory Authority (Tariff Standards and Procedure) Rules, 1998 (the "Rules"), an affidavit verifying the statement of fact or opinion made by the Applicant in this Application is enclosed herewith as Annex 3.

WSE



SECTION 2 - GROUNDS FOR TARIFF ADJUSTMENTS

2. Grounds

2.1 The Company and the Applicant have entered into the Master Agreement, appended herewith as the Schedule.

2.2 Return on Equity:

Pursuant to Clause 6 of the Master Agreement, the Applicant and the Company have agreed to adjust the Return on Equity ("RoE") component of the Tariff. The Applicant requests the Authority to reduce the RoE component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of this Agreement for the next five (5) years, on the NEPRA approved equity at COD.

On the date of the fifth anniversary of the date of execution of this Agreement, the RoE shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation.

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Pursuant to Clause 5 of the Master Agreement, the Applicant and the Company have agreed to reduce the insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement.

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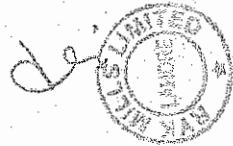
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Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

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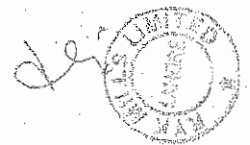
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3. Statutory Compliance

- 3.1 Under Section 7 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (as amended from time to time, the "NEPRA Act"), the Authority is mandated to determine tariffs and other terms and conditions for the supply of electric power services by the generation, transmission and distribution companies. The Authority is also responsible for determining the process and procedures for reviewing tariffs, recommending tariff adjustments, and revision thereof.
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- 3.5 It is submitted that the facts and circumstances along with the grounds set out below constitute "sufficient reasons" for the Authority to grant the instant Application under Regulation 3(2) of Regulations. Furthermore, we request the Authority to relax the condition pertaining to time limitation for the motion for leave for review for the instant Application under Rule 16(10) of the Rules and Regulation 3(3) of the Regulations.



SECTION 4 - PROPOSED TARIFF

Following is the proposed tariff:

Tariff Component	Proposed Tariff - Rs./kWh
O&M-L	0.1464
O&M-F	0.5326
Return on Equity	1.1557
Insurance	Adjusted annually to 0.7% of the approved EPC cost

**On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation throughout the remainder of the Term of the EPA.*



WSr

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In light of the foregoing submissions, the learned Authority is kindly requested to allow this Application and grant the following amendments in the Tariff:

- a. Reduction in the Return on Equity component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of signing of the Master Agreement for the next five (5) years, on the NEPRA approved equity at Commercial Operation Date. ("COD");

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- c. Reduction in insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement; Provided that other terms and conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.
- d. Approval of the Tariff Adjustment to become effective as provided in clause 2.2, clause 2.3 and Annex B of the Master Agreement and notified accordingly.
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Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.





No. CPPA/CEO/_____

Date: _____

The Registrar,
National Electric Power Regulatory Authority
NEPRA Tower Attaturk Avenue (East),
G-5/1, Islamabad.

SUBJECT: APPLICATION FOR ADJUSTMENT IN TARIFF IN RESPECT OF THAL INDUSTRIES CORPORATION LIMITED.

I, Waseem Mukhtar, the Chief Executive Officer of the Central Power Purchasing Agency (Guarantee) Limited, hereby apply to the National Electric Power Regulatory Authority as per the terms of the attached tariff adjustment.

I certify that the documents-in-support attached with this application are prepared and submitted in conformity with the provisions of the tariff adjustment. I further undertake and confirm that the information provided in the attached documents-in-support is true and correct to the best of my knowledge and belief.

The applicable fee for this Application, as determined by the Authority, is enclosed herewith.

The Applicant will be pleased to provide any further information, clarification or explanation that may be required by the Authority in this regard during its evaluation of the attached tariff adjustment.

Yours sincerely,
For and on behalf of
CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED

WASEEM MUKHTAR, CHIEF EXECUTIVE OFFICER

BEFORE
THE NATIONAL ELECTRIC POWER REGULATORY AUTHORITY

APPLICATION FOR THE ADJUSTMENT OF TARIFF

APPLICANT: THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED

IN RESPECT OF THE 22.41 MW BAGGASE BASED POWER PROJECT OF THAL
INDUSTRIES CORPORATION LIMITED

DATED: FEBRUARY 12, 2021

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TARIFF ADJUSTMENT APPLICATION

IN RESPECT OF THAL INDUSTRIES CORPORATION LIMITED

Application

The Applicant is hereby filing this Tariff Adjustment Application ("Application") to the National Electric Power Regulatory Authority ("NEPRA" or the "Authority") for adjustment in tariff components allowed by NEPRA in the tariff of Thal Industries Corporation Limited (the "Company") through the Authority's determination bearing NEPRA/TRF-325/TICL-2015/3845-3847, as adjusted at Commercial Operation Date 09-March-2018, as amended and adjusted from time to time.

Generation License

The Authority granted the Company a Generation License bearing No. IGSPL/54/2015, Dated 02-April-2015 commencing from its Commercial Operation Date.

Energy Purchase Agreement and Tariff

An Energy Purchase Agreement ("EPA") was executed by and between the Company and the Applicant on 18-April-2016 in respect of the Project. The learned Authority determined the Reference Tariff dated 07-Aug-2015 and Commercial Operations Date Tariff dated 09-March-2018 as adjusted and amended from time to time, (collectively referred to as the "Tariff") of the Company.

Grounds

This Application is based on the facts, circumstances and grounds as elaborated in Section 3 hereunder.

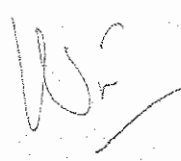
Determination Sought

Through this Application, the Applicant seeks that the Authority make the following adjustments in the Tariff pursuant to the Master Agreement signed by and between the Applicant and the Company on February 12, 2021 (the "Master Agreement"):

- I. Reduction in the Return on Equity component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of signing of the Master Agreement for the next five (5) years, on the NEPRA approved equity at Commercial Operation Date. ("COD");

On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation.

- II. Reduction in the Operations and Maintenance ("O&M") component by ten percent (10%) as per clause 4 of the Master Agreement;
- III. Reduction in insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement; Provided that other terms and



conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.

- IV. Approval of the Tariff Adjustment to become effective as provided in clause 2.2, clause 2.3 and Annex B of the Master Agreement and notified accordingly.
- V. In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in an Agreement Year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced beyond forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy" and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (i) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (ii) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

The Applicant will be pleased to provide any further information, clarification or explanation that may be required by the Authority during its evaluation of the attached tariff adjustment.

Yours sincerely,
For and on behalf of
THE CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED

WASEEM MUKHTAR, CHIEF EXECUTIVE OFFICER



SECTION 1 - TARIFF ADJUSTMENT SUMMARY

A. Particulars of the Applicant

Name: Central Power Purchasing Agency (Guarantee) Limited (the "Applicant").
Address: Shaheen Plaza, 73 West, Fazal-e-Haq Road, Blue Area, Islamabad, Pakistan.
Phone: 051-111-922-772
E-mail: info@cpga.gov.pk

B. Authorizations

This Application is being filed and submitted before the Authority by Mr. Waseem Mukhtar, Chief Executive Officer of the Applicant, being the duly authorized representative of the Applicant by virtue of board resolution dated February 10, 2021 appended herewith as Annex 1.

C. Applicant's Representatives



Mr. Waseem Mukhtar, CEO of the Applicant (*Authorized Representative*).

D. Processing Fee

The applicable fee for this Application, as determined by the Authority, is enclosed herewith.

E. Verification Through Affidavit

As required under Section 3(8) of the National Electric Power Regulatory Authority (Tariff Standards and Procedure) Rules, 1998 (the "Rules"), an affidavit verifying the statement of fact or opinion made by the Applicant in this Application is enclosed herewith as Annex 2.



SECTION 2 - GROUNDS FOR TARIFF ADJUSTMENTS

2. Grounds

2.1 The Company and the Applicant have entered into the Master Agreement, appended herewith as the Schedule.

2.2 Return on Equity:

Pursuant to the Clause 6 of the Master Agreement, the Applicant and the Company have agreed to adjust the Return on Equity ("RoE") component of the Tariff. The Applicant requests the Authority to reduce the RoE component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of this Agreement for the next five (5) years, on the NEPRA approved equity at COD.

On the date of the fifth anniversary of the date of execution of this Agreement, the RoE shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation.

2.3 Operation & Maintenance:

Pursuant to Clause 4 of the Master Agreement, the Applicant and the Company have agreed to reduce the Operation and Maintenance ("O&M") component. Therefore, the Applicant requests the Authority to reduce the prevailing O&M components by ten percent (10%). The quarterly indexation mechanism shall henceforth apply on the reduced O&M component.

2.4 Insurance During Operations:



Pursuant to Clause 5 of the Master Agreement, the Applicant and the Company have agreed to reduce the insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement.

Provided that other terms and conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.

2.5 Sharing Mechanism beyond Net Annual Plant Factor:

In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in a year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced above the forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy" and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:



- (iii) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (iv) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

- 2.6 Except for the adjustments requested hereinabove, all other terms and conditions of the Tariff including rates, charges and indexation shall remain unchanged.



SECTION 3 - STATEMENT OF COMPLIANCE

3. Statutory Compliance

- 3.1 Under Section 7 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (as amended from time to time, the "NEPRA Act"), the Authority is mandated to determine tariffs and other terms and conditions for the supply of electric power services by the generation, transmission and distribution companies. The Authority is also responsible for determining the process and procedures for reviewing tariffs; recommending tariff adjustments, and revision thereof.
- 3.2 Under Rule 6 of the National Electric Power Regulatory Authority Licensing (Generation) Rules, 2000 (the "Generation Rules"), the licensee can charge only such tariff for provision of electric power as approved by the Authority for the Company. Accordingly, on filing petitions by the Company for the determination of its tariff for sale of its generated electricity, the Authority has determined the Reference Tariff and Commercial Operations Date Tariff, as discussed above.
- 3.3 This Application is being filed as a motion for leave for review before the Authority pursuant to Rule 16(6) of the National Electric Power Regulatory Authority (Tariff Standards and Procedure) Rules, 1998 (including all amendments thereto) (the "Rules"), read together with Regulation 3(2) of the NEPRA (Review Procedure) Regulations, 2009 (the "Regulations") and Section 31 of the NEPRA Act.
- 3.4 Pursuant to Section 3(2) of the Rules, "Any licensee, consumer or person interested in the tariff may file a petition with the Authority by filing it with the Registrar along with such fees as may be determined by the Authority from time to time...." The Applicant, having executed the EPA with the Company and as a person interested in the tariff, is therefore entitled to file this Petition in accordance with the Rules.
- 3.5 It is submitted that the facts and circumstances along with the grounds set out below constitute "sufficient reasons" for the Authority to grant the instant Application under Regulation 3(2) of Regulations. Furthermore, we request the Authority to relax the condition pertaining to time limitation for the motion for leave for review for the instant Application under Rule 16(10) of the Rules and Regulation 3(3) of the Regulations.





SECTION 4 - PROPOSED TARIFF

Following is the proposed tariff:

Tariff Component	Proposed Tariff (Rs./kWh)
O&M-L	0.1464
O&M-F	0.5326
Return on Equity*	1.1557
Insurance	Adjusted annually to 0.7% of the approved EPC cost

**On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/USD exchange rate of PKR 168/USD with no future USD indexation throughout the remainder of the Term of the EPA.*



SECTION 5 - DETERMINATION SOUGHT

In light of the foregoing submissions, the learned Authority is kindly requested to allow this Application and grant the following amendments in the Tariff:

- a. Reduction in the Return on Equity component from seventeen percent (17%) USD based per annum to twelve percent (12%) USD based per annum, from the date of signing of the Master Agreement for the next five (5) years, on the NEPRA approved equity at Commercial Operation Date. ("COD");

On the date of the fifth anniversary of the date of execution of the Master Agreement, the Return on Equity shall be changed to seventeen percent (17%) PKR based per annum on NEPRA approved equity at COD calculated at PKR/ USD exchange rate of PKR 168/USD, with no USD indexation throughout the remaining Term.

- b. Reduction in the Operations and Maintenance component by ten percent (10%) as per clause 4 of the Master Agreement;
- c. Reduction in insurance cost during operations to seven tenths of one percent (0.7%) of the EPC cost as per clause 5 of the Master Agreement; Provided that other terms and conditions of the insurance adjustment mechanism provided in the EPA shall remain the same.
- d. Approval of the Tariff Adjustment to become effective as provided in clause 2.2, clause 2.3 and Annex B of the Master Agreement and notified accordingly.
- e. In pursuance to clause 3.1.2 of the EPA Amendment, if the Company operates above the annual forty-five percent (45%) plant factor (the "Average PF") in an Agreement Year, the Applicant shall pay one hundred percent (100%) of the Variable Energy Purchase Price and thirty percent (30%) of the Fixed Energy Purchase Price for energy produced beyond forty-five percent (45%) plant factor.

If the Company operates below the Average PF in an Agreement Year ("Actual PF"), the difference between the Average PF and Actual PF shall be treated as "shortfall energy" and carried forward to the following years. In case the Company operates above the Average PF in subsequent years, the Purchaser shall pay:

- (v) one hundred percent (100%) of the Variable Energy Purchase Price, and
- (vi) to the extent of energy delivered beyond the Average PF to the extent of "shortfall energy" occurring in the preceding year:
 - a. thirty percent (30%) of the Fixed Energy Purchase Price excluding Debt Service Component; and
 - b. one hundred percent (100%) of the Debt Service Component.

Both the above arrangements shall remain effective for every five (5) year period starting from the Commercial Operations Date, after which a fresh reset shall be done to re-start the new five (5) year period.

