

**KERALA STATE ELECTRICITY REGULATORY COMMISSION
THIRUVANANTHAPURAM**

**Present : Shri T K Jose, Chairman
Adv. A.J Wilson, Member
Shri B Pradeep, Member**

OP No 36/2025

In the matter of : Petition for the approval for the renewal of Power Purchase Agreement with KSEB Ltd for Phase II of INFOPARKS Kerala.

Petitioner : M/s. INFOPARK

Respondent : M/s Kerala State Electricity Board Ltd

Order dated 10.06.2025

1. M/s. Infoparks, Kerala (hereinafter referred as petitioner) on 25.03.2025, filed a petition (OP No.36/2025) for the approval of renewal of Power Purchase Agreement with Kerala State Electricity Board Limited (KSEBL) for supply of power at Infopark Phase-II.
2. Summary of the petition filed by M/s Infopark is given below;
 - (1) M/s Infopark, Kochi (hereinafter called the licensee or Infopark) is a Government of Kerala Undertaking, engaged in the development of infrastructure for information technology (IT) and information technology enabled services (IT enabled Services). The licensee is providing ready to occupy infrastructure including power distribution to IT companies in Kakkanad and Cherthala area. The Infopark Phase II campus at Kochi was granted distribution licence vide Order dated 18.10.2011.
 - (2) The petitioner submitted that, they had entered into a power purchase agreement (PPA) with KSEBL on 19.09.2014 for a contract demand of 3000 kVA for meeting the electrical demand of consumers in Infopark Phase-II.

Subsequently, on expiry of the agreement the validity was extended and supplementary PPA(S-PPA) was executed on 11/07/2024 with a contract demand of 2250kVA with validity up to 31/03/2025 as per the approval of the commission vide order dated 14/05/2024 petition No.61/2022. The validity of this S-PPA is expiring on 31/03/2025.
 - (3) Infopark further submitted that KSEBL agreed to extend validity of the PPA up to 31/03/2030 with enhanced contract demand of 5000 kVA and the same was initialled between INFOPARK and KSEBL.

- (4) KSEB Ltd and M/s Infopark have mutually agreed to amend the following articles in the PPA dated 19.09.2014 and its amendment dated 11.07.2024 in respect of M/s Infopark Kakkanad Licensee area.

“

1. *This agreement shall remain valid up to*
2. *The article 3.2 of the PPA dated 19.09.2014 shall be modified as*

KSEB Ltd shall supply to INFOPARK at the point of supply at 220 kV substation Brahmapuram and Infopark shall take power from KSEB Ltd for power up to a quantity of 5 MVA at 220 kV for its own use and for the purpose of supply to the consumers within the area of supply as provided in the license for distribution of electricity. The charges and losses beyond the point of supply at 220 kV substation shall be borne by Infopark.

3. *The article 3.6 of the PPA dated 19.09.2014 shall be modified as;*

INFOPARK agrees to maintain the average power factor of the intake electricity supply at each point of supply at not less than 0.95 lag by suitable power factor correction equipment's at its cost. Should the average power factor drop below 0.9 and so remain for a period of two consecutive months it must be brought to not less than 0.95 within a further period of six months by INFOPARK, failing which without prejudice to the right of KSEB Ltd. to collect the extra charges and without prejudice to such other rights as having accrued to KSEB Ltd. or any other rights, the supply to INFOPARK is liable to be discontinued after giving notice and opportunity of being heard and subject to the approval of the Commission.

4. *The article 5.6 of the PPA dated 19.09.2014 shall be modified as*

The main meter, check meter, standby meter, instrument transformers and allied equipment shall have minimum standards specified in the central electricity authority (installation & operation of meters) regulation 2006 and as amended from time to time.

5. *The article 8.0 of the PPA dated 19.09.2014 shall be inserted as*

The main meter connected at the point of supply at 220 kV Substation Brahmapuram shall be used for billing of electricity. In the case of failure of this main meter, check meter installed at 220 kV substation Brahmapuram, shall be used for billing of electricity. The meter installed at 220kV Infopark Phase II at Kakkanad end shall be considered as standby meter. 'Standby Meter' connected to Instrument Transformer, other than those used for main meter and check meter and shall be used for accounting and billing of electricity in case of failure of both main meter and check meter. In case standby meter is used for billing and accounting purpose, bill may be prepared after considering applicable loss.

6. *The article 8.6 of the PPA dated 19.09.2014 shall be modified as*

The power factor incentive / disincentive shall be applicable as decided by KSERC in the prevailing tariff order and as amended from time to time.

7. *All other terms and conditions specified in the Articles of the PPA entered by the parties on 19.09.2014 and supplementary PPAs executed on 31.12.2015 and 29.04.2021 shall hold good in respect of this SUPPLIMENTARY PPA executed for the purpose for change in validity of the PPA”*

M/s Infopark requested to approve the draft initialled Supplementary PPA between KSEBL and M/s Infopark for enhancing the contract demand at Infopark Park Phase II from 2.25MVA to 5 MVA w.e.f 01.04.2025.

Analysis and Decision of the Commission:

3. The Commission having examined in detail the petition filed by M/s Infopark for the renewal of the PPA dated 19.9.2014 and supplementary PPA dated 11.07.2024, w.e.f 01.04.2025 to 31.03.2030 with the enhancement of contract demand from 2.25MVA to 5.0MVA, as per the provisions of the Electricity Act,2003 and KSERC (Conditions of License for Existing Distribution Licensees) Regulations, 2006, decides as follows;
4. M/s Infopark is one of the small distribution licensees in the State of Kerala having distribution licence for supplying electricity within their licence area. M/s Infopark has been procuring the entire power requirement from KSEB Ltd at the Bulk Supply Tariff (BST) approved by the Commission from time to time.

M/s Infopark signed a PPA with KSEBL on 19.09.2014 for a contract demand of 3MVA at 11kV, Infopark-Phase-II at Kakkanad for a period of one year from the date of signing the agreement. The PPA was extended for further period of one year till 18.09.2016 with the same terms and conditions. In the meanwhile, vide the supplementary PPA dated 31.12.2015, the supply voltage level was changed from 11kV to 220kV. The PPA was further extended for one more year upto 18.09.2017, and then again five more years upto 18.09.2022. In the meanwhile, vide the supplementary PPA dated 29.04.2021, the contract demand was reduced from 3000kVA to 2250 kVA through mutual consensus between the parties.

5. Further, the Commission vide the Order dated 14.05.2024 in petition OP No. 61/2022 has approved to extend the PPA upto 31.03.2025 with the contract demand of 2.25MVA. Accordingly, supplementary PPA was signed between M/s Infopark and KSEBL vide the agreement dated 11th July 2024.
6. In the instant petition, M/s Infopark proposed to extend the validity of the PPA upto 31.03.2030 with the enhancement of contract demand from 2.25MVA to 5MVA. KSEBL has agreed with the proposal of Infopark to extend the PPA till 31.03.2030 with enhancement in contract demand, and initialled the draft supplementary PPA for the same.

7. In the draft initialled supplementary PPA, the parties proposed to modify certain clauses of the original PPA dated 19.09.2014, as detailed under paragraph 2(5) of this Order. On examining the modifications, it is noted that, all the modifications/ changes are approved in the supplementary PPA signed by the parties on 11.07.2024, in compliance of the Order of the Commission dated 14.05.2024 in petition OP No. 61/2022, except the enhancement in contract demand and the dates of validity of the PPA.

A comparison of the various clauses in the Supplementary PPA dated 11.07.2024 and the draft initialled Supplementary PPA submitted along with the petition is given below.

Article	Clause in the S-PPA dated 11.07.2024	Clause in the Draft initialled PPA	Remarks
3.2	The article 3.2 of the PPA dated 19.09.2014 shall be modified as	The article <u>3.2</u> of the PPA dated 19.09.2014 shall be modified as;	No change
	KSEB Ltd shall supply to INFOPARK at the point of supply at 220 kV substation Brahmapuram and Infopark shall take power from KSEB Ltd for power up to a quantity of 2.25 MVA at 220 kV for its own use and for the purpose of supply to the consumers within the area of supply as provided in the license for distribution of electricity. The charges and losses beyond the point of supply at 220 kV substation shall be borne by Infopark.	KSEB Ltd shall supply to INFOPARK at the point of supply at 220 kV substation Brahmapuram and Infopark shall take power from KSEB Ltd for power up to a quantity of 5 MVA at 220 kV for its own use and for the purpose of supply to the consumers within the area of supply as provided in the license for distribution of electricity. The charges and losses beyond the point of supply at 220 kV substation shall be borne by Infopark.	
3.6	The article 3.6 of the PPA dated 19.09.2014 shall be modified as	The article <u>3.6</u> of the PPA dated 19.09.2014 shall be modified as	No change
	INFOPARK agrees to maintain the average power factor of the intake electricity supply at each point of supply at not less than 0.95 lag by suitable power factor correction equipment's at its cost. Should the average power factor drop below 0.9 and so remain for a period of two consecutive months it must be brought to not less than 0.95 within a further period of six months by INFOPARK, failing which without prejudice to the right of KSEB Ltd. to collect the extra charges and without prejudice to such other rights as having accrued to KSEB Ltd. or any other rights, the supply to INFOPARK is liable to be discontinued after giving notice and opportunity of being heard and subject to the approval of the Commission	INFOPARK agrees to maintain the average power factor of the intake electricity supply at each point of supply at not less than 0.95 lag by suitable power factor correction equipment's at its cost. Should the average power factor drop below 0.9 and so remain for a period of two consecutive months it must be brought to not less than 0.95 within a further period of six months by INFOPARK, failing which without prejudice to the right of KSEB Ltd. to collect the extra charges and without prejudice to such other rights as having accrued to KSEB Ltd. or any other rights, the supply to INFOPARK is liable to be discontinued after giving notice and opportunity of being heard and subject to the approval of the Commission.	
5.6	The article <u>5.6</u> of the PPA dated 19.09.2014 shall be modified as	The article <u>5.6</u> of the PPA dated 19.09.2014 shall be modified as	No change

	The main meter, check meter, standby meter, instrument transformers and allied equipment shall have minimum standards specified in the central electricity authority (installation & operation of meters) regulation 2006 and as amended from time to time.	The main meter, check meter, standby meter, instrument transformers and allied equipment shall have minimum standards specified in the central electricity authority (installation & operation of meters) regulation 2006 and as amended from time to time.	
8	<p>The article 8.0 of the PPA dated 19.09.2014 shall be inserted as</p> <p>The main meter connected at the point of supply at 220 kV Substation Brahmapuram shall be used for billing of electricity. In the case of failure of this main meter, check meter installed at 220 kV substation Brahmapuram, shall be used for billing of electricity. The meter installed at 220kV Infopark Phase II at Kakkanad end shall be considered as standby meter. 'Standby Meter' connected to Instrument Transformer, other than those used for main meter and check meter and shall be used for accounting and billing of electricity in case of failure of both main meter and check meter. In case standby meter is used for billing and accounting purpose, bill may be prepared after considering applicable loss.</p>	<p>The article 8.0 of the PPA dated 19.09.2014 shall be inserted as</p> <p>The main meter connected at the point of supply at 220 kV Substation Brahmapuram shall be used for billing of electricity. In the case of failure of this main meter, check meter installed at 220 kV substation Brahmapuram, shall be used for billing of electricity. The meter installed at 220kV Infopark Phase II at Kakkanad end shall be considered as standby meter. 'Standby Meter' connected to Instrument Transformer, other than those used for main meter and check meter and shall be used for accounting and billing of electricity in case of failure of both main meter and check meter. In case standby meter is used for billing and accounting purpose, bill may be prepared after considering applicable loss.</p>	No change

As above, there is no substantial changes in the various clauses in the draft supplementary PPA submitted along with the instant petition when compared to the supplementary PPA dated 11.07.2024 signed between M/s Infopark and KSEBL.

8. As discussed above, the petitioner M/s Infopark agreed to enhance the contract demand of power purchase with KSEBL from 2.25 MVA to 5.0MVA and also extend the validity of the Power Purchase Agreement upto 31.03.2030. KSEBL also agreed with the proposal of M/s Infopark. Both the parties has initialled the draft supplementary PPA for the extension of the PPA till 31.03.2030 with the enhancement in contract demand from 2.25 MVA to 5 MVA, and also arrived consensus on other terms and conditions of the of the PPA.
9. The Commission after examining the entire matter in detail, has decided to grant approval for the extension of the PPA dated 01.07.2014 and the supplementary PPA dated 11.07.2024, for a further period of five (5) years from 01.04.2025 to 31.03.2030 with the enhancement in contract demand from 2.25MVA to 5.0MVA.

Order of the Commission.

10. The Commission after examining the petition filed by M/s Infopark for the approval of the renewal of the Power Purchase Agreement (PPA) with KSEBL for the Infopark Phase-II, the provisions of the Electricity Act, 2003 and other Rules and Regulations in force, hereby Orders the following;

- (1) Grant approval for the renewal of the Power Purchase Agreement with KSEBL for Infopark Phae-II, Kakkanad, for a period of 5 years from 01.04.2025 to 31.03.2030 with the enhancement of contract demand from 2.25MVA to 5.0MVA.
- (2) M/s Infopark shall submit a copy of the Supplementary PPA entered between the parties before the Commission for Information and Records.

The petition disposed of and ordered accordingly.

**Sd/-
T K Jose
Chairman**

**Sd/-
Adv. A J Wilson
Member**

**Sd/-
B Pradeep
Member**

Approved for issue

**Sd/-
Mohanakumar B.V
Secretary(I/C)**