

**BEFORE THE HON'BLE CENTRAL ELECTRICITY  
REGULATORY COMMISSION, NEW DELHI**

**PETITION NO.            /TL/2023**

**IN THE MATTER OF:**

Kishtwar Transmission Limited

...Petitioner

**Versus**

Central Transmission Utility of India Limited and Ors.

...Respondents

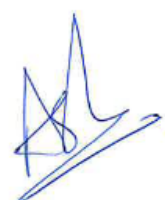
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Place: New Delhi  
Date: 18.10.2023

**BEFORE THE HON'BLE CENTRAL ELECTRICITY  
REGULATORY COMMISSION, NEW DELHI**

**PETITION NO.            /TL/2023**

**IN THE MATTER OF:**

Application under Sections 14, 15 and 79 (1)(e) of the Electricity Act, 2003 read with the applicable provisions of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 and the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 seeking grant of a Transmission License to Kishtwar Transmission Limited.

**AND**

**IN THE MATTER OF:**

Kishtwar Transmission Limited  
F-1, The Mira Corporate Suites, 1 & 2  
Ishwar Nagar, Okhla Crossing,  
Mathura Road,  
New Delhi – 110065

**...Petitioner/ Applicant**

**VERSUS**



1. Central Transmission Utility of India Limited,  
Through its Authorized Signatory  
First Floor, Saudamini,  
Plot No. 2, Sector-29, Gurugram,  
Haryana – 122001.
2. M/s Hindustan Zinc Limited,  
Through its Authorized Signatory,  
Yashad Bhavan,  
Udaipur, Rajasthan – 313004.
3. Chenab Valley Power Projects (P) Limited  
Through its Authorized Signatory  
Chenab Jal Shakti Bhawan, Opposite Saraswati Dham,  
Rail Head Complex,  
Jammu, Jammu and Kashmir – 180012.
4. J&K Power Development Department  
Through its Authorized Signatory  
Civil Secretariat, Secretariat Rd,  
Pakki Dhaki, Old Heritage City,  
Jammu, Jammu and Kashmir – 180001.
5. Serentica Renewable India 4 Pvt. Ltd.  
Through its Authorized Signatory  
DLF Cyber Park, 9<sup>th</sup> Floor,  
Tower B, Udyog Vihar  
Sector 20, Gurugram – 122008.

**...Respondents**

## APPLICATION FOR GRANT OF TRANSMISSION LICENSE TO KISHTWAR TRANSMISSION LIMITED

**MOST RESPECTFULLY SHOWETH:**

### *Conspectus of Petition*

1. Kishtwar Transmission Limited (“**KTL**”), the Petitioner/Applicant herein is filing the present Application under Section 14 of the Electricity Act, 2003 (“**Act**”) read with applicable provisions of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 (“**Transmission License Regulations**”) for grant of Transmission License to it for establishment of the transmission system as set out hereinbelow on a build, own, operate and maintain basis, consisting of the following elements:

S. No.	Name of the Transmission Element	Line Length (in Km)	Scheduled COD	Percentage of Transmission Charges recoverable on Scheduled COD of the Element of the Project
1.	(i) HZL – Kankroli (PG) 220kV D/c line (“ <b>Line</b> ”)  (ii) Two (2) 220 KV bays in Kankroli (PG) S/s (“ <b>Bays</b> ”)	~23 km	01 July 2024	100% charges on bilateral basis entirely outside the purview of the PoC pool.

Hereinafter, collectively referred to as the “**Project**”.

2. The need to implement the Project is in view of the connectivity granted by the Respondent No.1, Central Transmission Utility of India Limited (“**CTUIL**”) to the Respondent No.2, M/s Hindustan Zinc Limited (“**HZL**”) in its capacity as a Bulk Consumer, wherein the Project has been identified as the transmission system required for such connectivity. However, CTUIL while intimating the grant of connectivity to HZL, has clarified that for sanction of the implementation modalities for the dedicated transmission system required for connectivity, HZL is required to approach this Hon’ble Commission. Hence, the instant Petition.
3. A schematic diagram for the proposed HZL– Kankroli (PG) 220kV D/c line is annexed herewith and marked as **ANNEXURE A-1**.
4. Sections 14 and 15 of the Act are enabling provisions of wide amplitude, which enable this Hon’ble Commission to grant a Transmission License to ‘*any person*’ such as the Applicant herein, on an application made to it in the form and manner specified therein. Further, in terms of Regulation 12.5 of the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 (“**GNA Regulations**”), which were notified by the Hon’ble Commission on 05.04.2023, a line to connect a Bulk Consumer to the ISTS and necessary augmentation for providing connection to the ISTS, is

required to be constructed and maintained by a “licensee” – which in this case must mean a transmission licensee. This is an unqualified requirement, and no pre-determined licensee is designated under the GNA Regulations for this purpose. Therefore, Sections 14 and 15 of the Act, read with Regulation 12.5 of the GNA Regulations enable this Hon’ble Commission to grant a license to any existing licensee for implementation of a line to connect a Bulk Consumer to the ISTS.

5. Accordingly, HZL has nominated KTL who is an existing Transmission Licensee to implement the Project. Thus, this Hon’ble Commission has by promulgating Regulation 12.5 of the GNA Regulations already accorded in-principle regulatory sanction for the construction of connectivity lines such as the Project that connect Bulk Consumers such as HZL to the ISTS through third party transmission licensees such as the Applicant herein.
6. In view of the above, the Petitioner/Applicant is filing the present Petition for grant of a separate Transmission License to KTL for establishing the Project and effectively utilizing the connectivity granted to HZL.
7. Alternatively, the Hon’ble Commission may consider allowing the Petitioner/Applicant to implement the Project by amending its existing Transmission License, thereby obviating the necessity to obtain a separate Transmission License.

### *Counterparties*

8. The Petitioner/Applicant, Kishtwar Transmission Limited (*hereinafter referred to as “KTL/Applicant”*) was incorporated on 15.04.2022 under the Companies Act, 2013 as a Special Purpose Vehicle (SPV) by PFC Consulting Limited (“PFCCL”) as part of Tariff Based Competitive Bidding (“TBCB”) process for establishment of the “*Transmission System for Evacuation of Power from Pakaldul HEP in Chenab valley HEPS – Connectivity System*” on build, own, operate and maintain basis (“**Kishtwar Project**”).
  
9. As the successful bidder in the TBCB process, Sterlite Grid 24 Limited (“**SGL24**”) acquired 100% equity shareholding in KTL on 06.12.2022 upon execution of the Share Purchase Agreement and after completing all procedural requirements as specified in the bid documents. The Petitioner has been issued a Transmission License under Section 14 of the Act vide this Hon’ble Commission’s Order dated 12.5.2023 in Petition No. 28/TL/2023.  
  
A copy of this Hon’ble Commission’s Order dated 12.5.2023 in Petition No. 28/TL/2023 is annexed herewith and marked as is attached herewith and marked as **ANNEXURE A-2**.
  
10. The Respondent No.1, Central Transmission Utility of India Limited (“**CTUIL**”) is a company incorporated under the provisions of the Companies Act, 2013. CTUIL has been notified under Section 38 of

the Act by the Central Government as the Central Transmission Utility and discharges the functions thereunder.

11. The Respondent No.2, M/s Hindustan Zinc Limited, is a company existing under the provisions of the Companies Act, 2013, and is India's largest and the world's second largest zinc-lead miner. HZL is a subsidiary of Vedanta Limited which owns ~64.9% stake in the Company while the Government of India retains a ~29.5% stake. HZL has facilities located in five (5) districts of Rajasthan, namely Udaipur, Chittorgarh, Bhilwara, Rajsamand and Ajmer as well as one district of Uttarakhand. The facilities include Zawar Group of Mines, Rajpura Dariba Mine, Sindesar Khurd Mine, Rampura Agucha Mine and Kayad Mine along with zinc-lead processing facilities which include a smelter at Debari, Chanderiya and Dariba and a silver refinery at Pantnagar in Uttarakhand.
12. The Respondent Nos. 3 and 4 are the Long-Term Transmission Customers ("LTTCs") under the Transmission Service Agreement ("TSA") date 17.02.2022 executed by KTL with CTUIL for establishment of the Kishtwar Project.
13. Respondent No. 5 is M/s. Serentica Renewables India 4 Pvt. Ltd., a company incorporated under the Companies Act, 2013. It is a subsidiary of Serentica Renewables India Pvt. Ltd. ("SRIPL"). Serentica Renewables India 4 Pvt. Ltd. is an affiliate of Sterlite Power Transmission Ltd ("SPTL") and is managed by the same team as SPTL. Both of these companies are part of the Vedanta

group, which is a natural resources and power sector conglomerate. SPTL is a leading private sector power transmission infrastructure developer and solutions provider with a robust portfolio of more than twelve (12) completed and under construction projects covering more than 13,000 circuit Kms of transmission lines across India and Brazil.

### ***Factual Background***

#### ***Re: Connectivity granted to HZL***

14. On 25.07.2022, HZL applied for connectivity to the Inter-State Transmission System (**ISTS**) network operated by CTUIL for a quantum of 200 MW, as a “Bulk Consumer” for its facility i.e., a Zinc smelter plant located at Rajasamand district, Rajasthan (hereinafter referred to as “**Rajasamand Facility**”) with start date of connectivity as 01.07.2024 *vide* Connectivity Application ID No. 0012100007 (“**Connectivity Application**”). HZL’s facility is located close to the existing 400/220 kV ISTS Kankroli (PG) substation operated by Powergrid Corporation of India Limited (**PGCIL**).

A copy of the Connectivity Application dated 25.07.2022 is attached herewith and marked as **ANNEXURE A-3**.

15. It is stated that HZL’s facility is proposed to be connected to the ISTS for meeting its energy requirements, including round the clock

renewable energy, by procuring power under captive arrangements. HZL's mission is to eventually service its entire electricity demands through renewable energy and for this purpose requires a reliable transmission connectivity arrangement in place.

16. In this regard, HZL has pledged to become a Net-Zero carbon organization by 2050 and its targets include a commitment to reducing 50% of absolute scope 1 and 2 Green House Gas (GHG) emissions and further reduction of 25% of absolute scope 3 GHG emissions by FY 2030 from the base year FY 2020 & thereafter achieving net-zero emissions across the value chain by FY 2050.
17. In order to achieve the above targets, HZL has set out its 'Sustainability Goals 2025', with one of the key goals being to accelerate its transition towards 100% renewable energy in its operations.
18. The aforesaid proposed connectivity of the Rajasamand Facility with the ISTS is envisaged through 220 kV D/c overhead dedicated lines for import of 200 MW of renewable energy as a Bulk Consumer where the line capacity shall be suitable to carry minimum 300 MW per circuit at nominal voltage.
19. Post filing of the Connectivity Application, the 10<sup>th</sup> Consultation Meeting for Evolving Transmission Schemes in Northern Region ("CMETS-NR") was convened by the Northern Region Power Committee ("NRPC") on 16.09.2022. In this meeting, with respect



to the aforesaid Connectivity Application made by HZL, it was highlighted that HZL has dual connectivity with respect to the same load and was accordingly directed to take up the issue with Rajasthan Rajya Vidyut Prasaran Nigam Limited (“**RVPN**”). This was because HZL is presently connect to the Rajasthan distribution licensee’s network for meeting its current load requirements.

The relevant extracts of the 10<sup>th</sup> meeting of NRPC are attached herewith and marked as **ANNEXURE A-4**.

20. Thereafter, HZL’s Connectivity Application was also discussed in the 11<sup>th</sup> and the 12<sup>th</sup> meeting of the CMETS-NR, wherein again the dual connectivity issue was raised.

The relevant extracts of the CMETS-NR 11<sup>th</sup> and the 12<sup>th</sup> meetings are attached herewith and marked as **ANNEXURE A-5 (Colly.)**.

21. In view of the above, HZL requested RVPN for its concurrence qua CTU’s grant of connectivity *vide* letters dated 16.09.2022 and 08.12.2022. RVPN replied to the said letters *vide* its letter dated 22.12.2022 granting its no-objection for the grant of connectivity to HZL.

A copy of the letter dated 22.12.2022 is attached herewith and marked as **ANNEXURE A-6**.

22. RVPN’s aforesaid reply was placed before the NRPC in its 14<sup>th</sup> CMETS-NR meeting, which was held on 23.12.2022, where it was

noted that the dual connectivity issue raised in the previous meetings stood resolved. In the said meeting, the committee *inter alia* opined that while it agreed to grant connectivity to HZL for 200 MW as a Bulk Consumer, however, considering the fact that there is no provision in the Electricity Act or in the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 (“**CERC Connectivity Regulations, 2009**”) enabling construction of a dedicated transmission line by a Bulk Consumer, and in deference to the fact that this Hon'ble Commission has previously ruled that such matters shall be decided on a case-to-case basis depending upon specific facts and circumstances of the case, HZL was advised to approach this Hon'ble Commission for finalizing the modalities for construction of the dedicated transmission system up to the Kankroli (PG) substation. The relevant excerpts of the minutes of meeting held on 23.12.2022 are reproduced hereunder:

“ ...

- *Further, it was also informed that there is no provision in the Electricity Act or in the 2009 Connectivity Regulations for construction of a dedicated transmission line by a Bulk Consumer. The same has also been noted by the Hon'ble Commission in the orders given to various Bulk Consumers and has stated that “We are not inclined to issue any general directions in this regard and such matters shall be decided on case to case basis depending upon specific circumstances and facts of the case”.*

- *Further, CTU also stated that for 200 MW power transfer, based on receipt of LTA, requirement of 400/220kV ICT at Kankroli shall be studied.*
- *Accordingly, it was advised that M/s HZL shall have to approach CERC for decision on implementation modality of the dedicated line in instant case. Therefore, the transmission system as stated above was agreed for grant of Connectivity to M/s HZL for 200 MW as Bulk Consumer:*
  - *HZL– Kankroli (PG) 220kV D/c line along with associated line bays at both end (under the scope of applicant) [Line capacity shall be suitable to carry minimum 300 MW per circuit at nominal voltage]”*

The relevant extracts of the 14<sup>th</sup> CMETS-NR meeting of NRPC are attached herewith and marked as **ANNEXURE A-7**.

23. *Vide its letter dated 10.02.2023, CTUIL intimated HZL about the grant of connectivity to its Rajasamand Facility as per the Connectivity Application made by it. Pertinently, in its letter dated 10.02.2023, CTUIL has clarified that for implementation modalities for the dedicated transmission system required for connectivity, HZL is required to approach this Hon’ble Commission. A copy of the intimation/ letter dated 10.02.2023 is attached herewith and marked as **ANNEXURE A-8**.*

*Re: CERC Connectivity Regulations, 2009*

24. Pertinently, at the time of submission of the Connectivity Application for connectivity to HZL, the grant of Connectivity and

LTA to the ISTS were governed by the CERC Connectivity Regulations, 2009, which has subsequently been repealed and replaced by the GNA Regulations.

25. Notably, while a Bulk Consumer under the CERC Connectivity Regulations, 2009 was entitled to seek connectivity to the ISTS, there was no express right granted to such a Bulk Consumer to construct a dedicated transmission line to the point of connection either directly or through an existing transmission licensee. Such right was only vested with a generating company. Consequently, there was no clarity on the modalities for construction of a dedicated transmission line in order to operationalize connectivity for a Bulk Consumer. This was despite the fact that connectivity is a necessary pre-condition for availing open access.
  
26. This precise issue arose for consideration before this Hon'ble Commission in Petition No. 124/MP/2021 titled as *Reliance Industries Ltd. V. CTUIL & Ors.* The Hon'ble Commission vide Order dated 05.01.2022 issued directions enabling connectivity with the ISTS to the Bulk Consumer in that case, by giving the consumer the option to implement the dedicated transmission line either: (i) through an SPV of the Bulk Consumer; or (ii) by nominating PGCIL or any other Transmission Licensee to implement the line. In this regard, it is relevant to refer to the following excerpts from this Hon'ble Commission's Order dated 05.01.2022 in Petition No. 124/MP/2021:

*“Accordingly, after consultation with stakeholders two options have emerged regarding implementation modalities of transmission system for connectivity of M/s RIL as a Bulk Consumer and for sharing of its transmission charges:*

**Option 1:** *M/s RIL may set up a Special Purpose Vehicle (SPV) for implementation of the interconnecting line for Connectivity of its Oil Refinery as a Bulk Consumer. The SPV may obtain transmission license for implementation of the subject interconnecting line from CERC. After grant of the transmission license, M/s RIL can implement the transmission system for Connectivity via the SPV. The transmission line would in this case be owned by the SPV and billing would be done bilaterally by the SPV to M/s RIL (based on trilateral agreement between the SPV, M/s RIL and CTU) for the entire useful life of the asset i.e. 35 years as per prevailing norms of CERC Regulations. The bill would be outside purview of the POC pool and suitable payment security/guarantee mechanism needs to be incorporated in the Agreement as protection against default of transmission charges payment/surrender of connectivity by M/s RIL, prior to completion of the useful life of the transmission assets.*

**Option 2:** *Implementation of the interconnecting line for Connectivity as a Bulk Consumer can also be carried out by POWERGRID under nomination basis. In this case the Connectivity line would be owned by POWERGRID and billing would be done bilaterally by POWERGRID to M/s RIL (based on trilateral agreement between the SPV, M/s RIL and CTU) for the entire useful life of the asset i.e. 35 years as per prevailing norms of CERC Regulations and the same would be outside purview of the POC pool. Also, suitable payment security/guarantee mechanism is required to be devised as protection against default of transmission charge payment/surrender of connectivity by M/s RIL, prior to*

*completion of the useful life of the transmission assets. It is submitted that the Hon'ble Commission may further direct regarding the mode of implementation of transmission system for connectivity to M/s RIL as a Bulk Consumer."*

A copy of the Order dated 05.01.2022 is attached herewith and marked as **ANNEXURE A-9**.

27. In the above case, the petitioners opted to establish a line through PGCIL. In the instant case, HZL has opted to enable creation of the Project through the Applicant, subject to the grant of a license for this purpose by this Hon'ble Commission.

*Re: HZL has contracted to procure RTC RE Power from SRI4PL*

28. In the above background, it is stated that HZL has entered into a Power Delivery Agreement dated 02.09.2022 ("**PDA**") with M/s. Serentica Renewable India 4 Pvt. Ltd. ("**SRI4PL**") wherein SRI4PL is to set up a renewable energy project for captive sourcing of 200 MW capacity on round-the-clock (**RTC**) basis by HZL, under captive arrangement on a long-term basis as per the terms of the PDA.
29. In terms of the PDA, SRI4PL had initially taken upon itself the responsibility for construction, operation and maintenance of the dedicated transmission line to connect HZL to the ISTS i.e., the Project herein. The said arrangement was entered into between HZL and SRI4PL based on one of the options considered by the Hon'ble

Commission in its Order in Petition No. 124/MP/2021 in relation to the modalities for construction of the dedicated transmission line for connecting a Bulk Consumer to the ISTS.

30. Thereafter, *vide* Petition No. 77/MP/2023 filed on 03.03.2023, both HZL and SRI4PL had jointly approached the Hon'ble Commission seeking parity with the dispensation offered to the Bulk Consumer in Petition No. 124/MP/2021. However, in the said Petition, HZL had sought to opt for **Option 1** as was offered to the Bulk Consumer in Petition No. 124/MP/2021, by nominating SRI4PL for implementation of the dedicated transmission line for connectivity of its Rajasamand Facility as a Bulk Consumer. A copy of the Petition No. 77/MP/2023 is attached herewith and marked as **ANNEXURE A-10**.
31. Additionally, SRI4PL separately filed Petition No. 183/TL/2023 seeking grant of Transmission License under Section 14, 15 and 79(1)(e) of the Electricity Act, 2003 for implementation of the dedicated transmission line. A copy of the Petition No. 183/TL/2023 is attached herewith and marked as **ANNEXURE A-11**.
32. However, during the hearings in Petition No. 77/MP/2023 and Petition No. 183/TL/2023, this Hon'ble Commission had expressed reservations against the issuance of a fresh transmission license to a generating company for the purposes of a dedicated transmission line connecting a bulk consumer to the ISTS. In view of this,

Petition No. 77/MP/2023 and Petition No. 183/TL/2023 were withdrawn with liberty to approach the Hon'ble Commission in a fresh proceeding. A copy of the order dated 30.08.2023 passed by the Hon'ble Commission permitting the Petitions to be withdrawn with liberty to file a fresh Petition is attached hereto and marked as **ANNEXURE A-12.**

*Re: Connectivity to HZL gives impetus to promotion of renewable energy generation*

33. Pertinently, HZL requires the connectivity in the present case, for the purpose of availing ~200 MW of renewable energy. The said renewable energy can also be utilized to fulfil the renewable purchase obligation (RPO) of HZL as specified by the Ld. Rajasthan Electricity Regulatory Commission in the RERC (Procurement of Energy from Renewable Sources) Regulations, 2007.
34. Therefore, the Hon'ble Commission may bear in mind the principles enumerated in Section 61(h) of the Electricity Act, which mandates that renewable sources of energy have to be actively promoted. Therefore, this Hon'ble Commission is requested to issue the Transmission License in favour of the Applicant which would ultimately enable HZL to procure renewable energy from captive sources.

*Re: Coming into force of the GNA Regulations*

35. Subsequently, the Hon'ble Commission notified the GNA Regulations on 05.04.2023 whereunder the issue of lack of clarity



under the CERC Connectivity Regulations, 2009 in relation to construction of the dedicated transmission line for connecting a Bulk Consumer to the ISTS is addressed and clarified. The relevant provisions of the GNA Regulations read as under:

***“12. Dedicated Transmission Lines and Bay(s)***

...

*12.5. In case of an entity covered under Regulation 17.1(iii), the line to connect such an entity to the ISTS and necessary augmentation for providing connection to the ISTS, shall be constructed and maintained by a licensee at the cost of such entity:*

...

*17.1. The following entities shall be eligible as Applicants to apply for grant of GNA or for enhancement of the quantum of GNA:*

...

*(iii) A distribution licensee or a Bulk Consumer, seeking to connect to ISTS, directly, with a load of 50 MW and above:”*

36. In view of the above, the line to connect a Bulk Consumer to the ISTS is now required to be constructed and maintained by a “licensee” at the cost of such Bulk Consumer. While SRI4PL is admittedly not a licensee, Petition No. 77/MP/2023 and Petition No. 183/TL/2023 were withdrawn by HZL and SRI4PL without prejudice to their rights under law.
37. Furthermore, under Regulation 37.2 (a) of the GNA Regulations, an entity who has been granted connectivity, but not LTA, and whose connectivity is yet to become effective as on the date of coming into

effect of the GNA Regulations (i.e., 05.04.2023), has the option to, either: (i) convert the connectivity granted under the CERC Connectivity Regulations, 2009 as connectivity under the GNA Regulations, or (ii) to surrender such connectivity.

38. Accordingly, *vide* letter dated 04.05.2023, HZL exercised its option under Regulation 37.2(a)(i) for transition under GNA Regulations, and submitted that its connectivity quantum of 200MW may be considered as converted to connectivity under GNA Regulations. Further, along with its letter dated 04.05.2023, HZL submitted its application dated 04.05.2023 for grant of GNA in terms of Regulation 20.1 of the GNA Regulations.

A copy of the letter dated 04.05.2023 is attached herewith and marked as **ANNEXURE A-13**.

*Re: Establishment of the Project by KTL*

39. KTL is an existing Transmission Licensee under Section 63 of the Act. The present Petition is being filed by KTL in its capacity as an existing transmission licensee being nominated by HZL to implement the Project, as per the requirements of Regulation 12.5 of the GNA Regulations. It is submitted that this Hon'ble Commission is empowered to grant the license as sought for in accordance with Sections 14 and 15 of the Act.
40. As stated above, KTL was incorporated as an SPV as part of a TBCB process for establishment of the Kishtwar Project. Thus,

KTL has been held by this Hon'ble Commission to meet all the eligibility requirements of an ISTS transmission project under applicable law.

A copy of the Certificate of Incorporation of KTL dated 15.04.2021 is annexed herewith and marked as **ANNEXURE A-14**.

41. It is submitted that KTL's Memorandum of Association and Articles of Association do not restrict KTL from entering into such agreements with Bulk Consumers. Indeed, the Memorandum of Association expressly permits KTL to obtain licenses in furtherance of its business interests and enter into Implementation/Construction agreements for implementation of transmission networks with Bulk Consumers. The relevant excerpts of KTL's Memorandum of Association are reproduced hereunder:

*"1. To obtain authority etc. to carry out its objects: To obtain license, approvals, and authorization from Governmental Statutory Regulatory Authorities, as may be necessary to carry out and achieve the Objects of the Company and connected matters which may seem expedient to develop the business interests of the Company in India and abroad.*

...

*3. To enter into Implementation/Construction Agreement: To enter into any agreement, contract or any arrangement for the implementation of the power generation, evacuation, transmission and distribution system and network with Power/Transmission Utilities, State Electricity Boards, Vidyut Boards, Transmission Companies, Generation Companies, Licensees, Statutory bodies, other organizations (whether in*

*Private, Public or Joint Sector Undertaking) and bulk consumers of power etc.”*

A copy of the Memorandum of Association and Articles of Association of KTL are collectively annexed herewith and marked as **ANNEXURE A-15 (Colly)**.

42. KTL is a subsidiary of Sterlite Power Transmission Ltd (“SPTL”) and is managed by the same cadre of managerial and technical personnel as SPTL. Both these companies are part of the Vedanta group.
43. SPTL is a leading private sector power transmission infrastructure developer with a robust portfolio of transmission projects constructed/ under construction in India – covering more than 13,000 ckm of transmission lines. Given its expertise in project execution and its experience in leveraging cutting-edge technology, SPTL has helped to meet the industry’s need for timely implementation of projects on models such as the Build-Own-Operate-Maintain model.
44. SPTL has commissioned nearly twelve (12) major transmission projects in the country under Tariff Based Competitive Bidding Route, prominent amongst them being Lakadia-Vadodadara Transmission Project, Bhopal-Dhule Transmission Project, Jabalpur-Dharamjaigarh-Bina Transmission Line etc.
45. SPTL has also commissioned 765 KV and 400 KV substations like the Bhopal Substation, Dhule Substation, Amargarh Substation etc.

It is presently implementing various transmission projects and transmission substations across the country and planning for further expansion of its transmission business. This is in addition to the Kishtwar Project that is being implemented by KTL itself.

46. In view of the above, SRI4PL vide letter dated 31.08.2023 to HZL, proposed that the Project be implemented by KTL, being an existing transmission licensee with the technical and financial strength to implement the Project. HZL vide letter dated 21.09.2023 accepted the proposal of SRI4PL. KTL vide letter dated 03.10.2023 has conveyed the approval of its board for implementing the Project. HZL has further requested KTL vide its letter dated 12.10.2023 to immediately commence construction of the transmission project and file the petition for grant of transmission license before the Hon'ble Commission at the earliest. Copies of the letters dated 31.08.2023, 21.09.2023, 03.10.2023 and 12.10.2023 are attached hereto and marked as **ANNEXURE A-16 (Colly)**.

*Re: Grant of Transmission License to KTL*

47. It is humbly submitted that Section 14 of the Act provides that the Appropriate Commission may, on an application made under Section 15 of the Act, grant licence to any person to transmit electricity as a Transmission Licensee in any area as may be specified in the licence. The word 'person' has been defined in Section 2 (49) of the Act to include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person.

Therefore, the Applicant under Section 14 of the Act is filing the present Petition/Application *inter-alia* seeking grant of Transmission Licence for the Project explained above.

48. It is submitted that the cost of the Project in the instant case is estimated to be approximately INR 50 Crores. KTL has the technical and financial strength/backup to set up, operate and maintain the Project. The transmission charges for the said Project shall be paid in full to KTL by HZL/SRI4PL as mutually agreed between them. Therefore, it is submitted that such transmission charges shall not form part of the Yearly Transmission Charges under the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2020. In other words, the transmission charges payable to KTL for the Project shall be completely outside the purview of the PoC Pool. Further, the payment security and other modalities shall be dealt with bilaterally between KTL and HZL/SRI4PL. It is respectfully submitted that KTL shall not put the cost of the said Project as part of the PoC Pool for the reason that it is for the exclusive and dedicated use of HZL.
49. The above arrangement is in line with the provision under Regulation 12.5 of the GNA Regulations, and also the directions given by the Hon'ble Commission in its Order dated 05.01.2022 in Petition No. 124/MP/2021, wherein the Hon'ble Commission held as under:

*“24. Accordingly, the Petitioner is at liberty to approach PGCIL for implementation of the said transmission line from RIL Refinery (Jamnagar) to Jamkhambaliya S/S of ISTS, with the*

*cost of construction of transmission line for connectivity to ISTS to be borne by the Petitioner. As PGCIL was not a part of the meeting held on 25.10.2021, the Petitioner is also at liberty to approach some other licensee for implementation of the said transmission line. **Transmission charges for the said transmission line shall be as mutually agreed between the Petitioner and PGCIL or other licensee, as the case may be. Such transmission charges shall not be included in Yearly transmission charges under the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2020. Further, the payment security and other modalities shall be dealt bilaterally between the Petitioner and PGCIL or other licensee, as the case may be.***

*25. The transmission licensee implementing the said transmission line from RIL Refinery (Jamnagar) to Jamkhambaliya S/S of ISTS shall approach the Commission for appropriate amendments of its license.”*

*Re: Grant of a separate Transmission License in addition to existing License*

50. Notably, the Hon’ble Commission, in the above Order, had directed for the Transmission Licensee implementing the connectivity line to approach the Hon’ble Commission for “amendment” of its license.
51. In this regard, for establishment of the “*Transmission System for Evacuation of Power from Pakaldul HEP in Chenab valley HEPS – Connectivity System*”, KTL has been granted a Transmission License No.88/Transmission/2023/CERC by this Hon’ble Commission vide Order dated 12.05.2023 in Petition No. 28/TL/2023. A copy of the

Transmission License No.88/Transmission/2023/CERC is attached herewith and marked as **ANNEXURE A-17**.

52. The said Transmission License was issued to KTL in respect of the Kishtwar Project pursuant to a TBCB Process under Section 63 of the Act. Therefore, the Transmission License granted to KTL contains the assets/ elements, whose tariff has been adopted by the Hon'ble Commission for the entire life of the Kishtwar Project.
  
53. In this regard, the Hon'ble Commission in its Order dated 21.10.2021 in Petition No. 604/MP/2020 titled *NRSS XXXI (A) Transmission Ltd. (now, Powergrid Kala Amb Transmission Limited) v. UPPCL & Ors.* observed that while there was no directory requirement for a Transmission License to contain only one set of elements/assets i.e., set of elements/assets based on either TBCB or RTM route, however such a situation may lead to numerous procedural, legal, and commercial issues. Accordingly, the Hon'ble Commission in the said matter was of the view that the Applicant therein ought to seek a separate Transmission License for its RTM based assets/ elements. The relevant excerpts of the Order dated 21.10.2021 in Petition No. 604/MP/2020 are reproduced hereunder:

*“19. We have considered the submissions of the Applicant and CTUIL. We are of the considered view that while the provisions of the Act and Transmission Licence Regulations do not restrict the inclusion of TBCB based elements/ assets and RTM based elements/ assets in the same transmission licence, it is also equally true that such scenario has also not been clearly*



*envisaged in the aforesaid provisions. So far, such cases have been few and far between. However, as submitted by the CTUIL during the hearing, many such cases are likely to come before the Commission in near future. Therefore, there is a need to take a considered view in the matter.*

*20. In our view, inclusion of both the TBCB based elements/ assets and the RTM based elements/ assets in the same transmission licence may lead to numerous procedural, legal, commercial issues. A few such issues are highlighted as under:*

- (a) Transmission licence has been granted to the Applicant pursuant to its selection as TSP on the basis of Tariff Based Competitive Bidding for set of pre-identified TBCB assets/ elements. This transmission licence containing the TBCB assets/ elements is not only subject to the Transmission Licence Regulations along with all other relevant Regulations framed by the Commission but also subject to the terms and conditions stipulated in the Transmission Service Agreement entered into by the Petitioner/ licensee. The provisions of the TSA are such that in the event of default on the part of the Petitioner/ licensee in complying with its obligations as specified therein, they enable the LTTCs to seek the revocation of the transmission licence granted to the Petitioner/ Licensee. However, RTM based assets/ elements would undeniably not be governed by the provisions of TSA and in such circumstances, inclusion of RTM based assets/ elements in the same set of transmission licence, which contains TBCB based assets/ elements, may lead to unnecessary complications.*
- (b) The provisions of TSA also permit TSP/ transmission licensee to create encumbrances over the Project assets in favour of lenders as security for amounts payable under the Financing Agreements for the Project. In such cases*

*security interest is created for all the rights, title, interest, benefits, claims and demands whatsoever of the borrower/ licensee on the transmission licence, albeit subject to the approval of the Commission. Moreover, in case of default in debt repayment by TSP/ licensee, lenders have also been provided with substitution rights under TSA and are entitled to seek for assignment of licence to their nominee subject to the Transmission Licence Regulations. In such circumstances, combining TBCB based assets/ elements, which are subject to the provisions of TSA and RTM based assets/ elements, which are not subject to the provisions of TSA, in a single Transmission Licence may lead to complications.*

- (c) *Considering the difference in the balance life span/ useful life of the TBCB based assets/ elements and RTM based assets/ elements, it may also not be proper to include them in a single licence. The Applicant's TBCB based assets/ elements have already been put into commercial operation with effect from 12.7.2017 and the transmission licence has been granted for a period of 25 years with effect from 4.9.2014. Though, the provisions of TSA envisages the life of TBCB based assets for 35 years and provides for TSP to seek extension of transmission licence beyond the initial period of 25 years up to expiry of TSA, it may still not match with the useful life of RTM based assets/ elements to be implemented by such licensee/ Petitioner, whose useful life or extension thereto is to be governed as per the applicable Tariff Regulations of the Commission.*
- (d) *Though the Applicant has implemented the Project on Build, Own, Operate and Maintain (BOOM) basis, the recent Guidelines notified by the Ministry of Power regarding implementation of Transmission Projects on TBCB basis*

*provide for implementation of such Projects on Build, Own, Operate and Transfer (BOOT) basis. As per BOOT model, the transmission licensee is required to transfer the entire Project consisting of TBCB based assets/ elements to the CTUIL or any other nominated agency by the Government, after 35 years from COD. However, BOOT model would not be applicable to RTM based assets/ elements.*

...

24. In view of the foregoing discussions, we are of the view that the Applicant may approach the Commission for grant of a separate transmission licence for the RTM based assets/ elements. Accordingly, the Applicant is granted liberty to approach the Commission for obtaining a separate transmission licence for implementation of 125 MVAR, 420 kV Bus Reactor at Kala Amb on the RTM route by way of a separate Petition in accordance with law. The filing fees deposited in the instant Petition shall be adjusted against the Petition to be filed by the Applicant in terms of the liberty granted as above."

54. In view of the above, it is most respectfully submitted that in the backdrop of the peculiar facts and circumstances of the present case set out hereinabove, the Applicant has approached the Hon'ble Commission for grant of a separate Transmission License.

Re: No impact on existing Kishtwar Project & TBCB Project Ringfenced

55. It is submitted that the grant or amendment of Transmission License for establishment of the Project by KTL would have no impact on the

Kishtwar Project and the existing TSA entered into by KTL for implementation of the Kishtwar Project.

56. In this regard, KTL undertakes to maintain separate books of accounts for both the Projects, and would indemnify the Respondent No. 3 and 4 i.e., the LTTCs of the Kishtwar Project from any liabilities, arising contractually or otherwise, in relation to the establishment of the Project herein.
57. No security will be created or any other manner of recourse will be made in respect of the Kishtwar Project for the purposes of the HZL connectivity line. For all practical purposes, the Kishtwar Project shall be completely ringfenced and unaffected in any manner by the construction of the HZL connectivity line.

*Re: Compliance with Transmission License Regulations*

58. It is most respectfully submitted that Section 15 (1) of the Act provides that every Application under Section 14 shall be made in such manner and in such form as may be specified by the Appropriate Commission and shall be accompanied with such fees as may be prescribed under Transmission License Regulations.
59. As per Regulation 6 of the Transmission License Regulations, a person selected through the process under the guidelines for

competitive bidding is eligible for grant of licence. In this regard, KTL has already been held eligible for grant of a Transmission License since it was selected through a competitive bidding process under Section 63 of the Act. Hence, there cannot be any dispute as to KTL's eligibility under applicable law for the grant of an additional transmission license to establish the Project.

60. It is submitted that the grant of Transmission License is a requirement in law without which the Applicant cannot proceed with the establishment of the Project.
61. The Hon'ble Commission in Transmission Licence Regulations has prescribed the form of Application and also the amount of fee for making an Application for a Transmission Licence. The Applicant is submitting along with the present Petition, the said Application in the prescribed format. It is submitted that the requisite fee for filing the present Application has been paid by the Applicant.
62. That the present Petition is supported by an Affidavit, as per Regulation 7 (3) of the Transmission License Regulations which is signed by Shri Balaji Sivan, the authorized signatory of the Applicant Company who is acquainted with the facts of the present petition.
63. A copy of the Resolution passed by the Board of Directors of the Applicant Company along with duly filled Form-I under the

Transmission License Regulations is attached herewith and marked as **ANNEXURE A- 18(Colly.)**.

64. Since the Project is being established for exclusive use by HZL, a copy of the present Petition has been served to HZL as per Regulation 7(4) of the Transmission Licence Regulations.
65. It is further submitted that the Applicant is submitting/furnishing a copy of the instant Application to CTUIL, as required under Section 15 (3) of the Act and Regulation 7(6) of Transmission Licence Regulations for its recommendations, if any, in accordance with Section 15(4) of the Act, simultaneously with the submission of the present Petition before this Hon'ble Commission.
66. The Applicant has posted the Application for grant of Transmission Licence on its website ([www.sterlitepower.com](http://www.sterlitepower.com)) as per Regulation 7(5) of the Transmission Licence Regulations so as to facilitate access to the Application by any person through internet.
67. In view of the foregoing, the Applicant fulfils the requirements for grant of Transmission Licence as stipulated in the Transmission Licence Regulations, and therefore the Hon'ble Commission may grant the prayers of the Applicant.

68. Without prejudice to the above, the Hon'ble Commission may exercise the Power to Relax under Regulation 24 of the Transmission License Regulations, and relax the provisions under the Transmission License Regulations, particularly in view of the requirement under Regulation 12.5 of the GNA Regulations. Further, it is submitted that the Hon'ble Commission may exercise its Power to Relax and Remove Difficulties under Regulations 41 and 44 of the GNA Regulations to permit the Applicant to establish the Project and connect HZL with the Kankroli S/s.
69. As stated above, Section 14 and 15 of the Act give wide powers to the Hon'ble Commission to grant a Transmission License to '*any person*'. Further, Regulation 12.5 of the GNA Regulations enables a '*licensee*' to implement a line connecting a bulk consumer to the ISTS at the cost of the consumer. Moreover, open access and connectivity being an absolute right particularly for captive purposes, the Hon'ble Commission may consider taking a holistic view in the present matter so as to facilitate the ISTS connectivity to bulk consumers under the GNA Regulations.
70. Furthermore, without prejudice to the above and in the alternative, the Hon'ble Commission if it deems fit may consider amendment of KTL's existing Transmission License under Regulation 19 of the Transmission License Regulations, to include the Project assets in the same license. The Project assets may be added to the existing scope of assets outlined in the Applicant's TSA. This would obviate

the requirement to follow the procedure for grant of a fresh Transmission License in each case where a bulk consumer seeks connectivity to the ISTS.

71. Without prejudice to the above, in case of any procedural difficulty as per the Hon'ble Commission, the Applicant respectfully requests this Hon'ble Commission to invoke and exercise its plenary regulatory powers and grant a Transmission License to the Applicant herein in respect of the said Project.
72. The Applicant shall also comply with all the other requirements from time to time as stipulated under the Transmission License Regulations including publication of notices in newspapers, service on the beneficiaries of the Applicant's Transmission System et. al. The Applicant undertakes to place the compliance reports on record before the Hon'ble Commission.
73. The Applicant humbly prays that the aforementioned be taken on record and its prayers be allowed.

### **PRAYER**

The Applicant hereby humbly prays the Hon'ble Commission to:

- a) Admit the present Application and list the same for an urgent hearing;



- b) Issue a fresh Transmission License to the Applicant for establishing, operating and maintaining the transmission elements necessary to connect Hindustan Zinc Limited with the Kankroli (PG) S/s;
- c) Alternatively, and without prejudice to prayer (b) above, amend the Applicant's existing Transmission License No. 88/Transmission/2023/CERC to include the transmission elements necessary to connect Hindustan Zinc Limited with the Kankroli (PG) S/s;
- d) Without prejudice to the prayers above, invoke and exercise its regulatory powers under Section 79(1)(c) read with the Power to Relax under Regulation 24 of the Transmission License Regulations as well as the Power to Relax and Remove Difficulties under Regulations 41 and 44 of the GNA Regulations respectively to grant a Transmission License to the Applicant or amend its existing Transmission License to connect Hindustan Zinc Limited with the Kankroli (PG) S/s, as deemed appropriate by this Hon'ble Commission;
- e) Condone any inadvertent errors/ omissions/ shortcomings and permit the Applicant to add/change/modify/alter these filings and make further submissions as may be required at a future date.

- f) Pass such other orders that this Hon'ble Commission deems fit in the interest of justice.



**KISHTWAR TRANSMISSION LIMITED  
PETITIONER**

Through



**TRILEGAL**

Advocates for the Petitioner  
1st Floor, Wing A&B,  
Prius Platinum,  
D-3, District Centre,  
Saket, New Delhi,  
110017

Place: *New Delhi*  
Dated: *17.10.2023*

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY  
COMMISSION, NEW DELHI**

**PETITION NO.                      /TL/2023**

**IN THE MATTER OF:**

Kishtwar Transmission Limited

... Petitioner

**VERSUS**

Central Transmission Utility Limited & Ors.

...Respondent

**AFFIDAVIT**

I, Balaji Sivan, son of Shri Venkatraman Sivan, aged about 45 years, having my office at DLF Cyber Park, Tower-B, 9th Floor, Udyog Vihar, Phase-III, Sector 20, Gurugram – 1220008 (presently in New Delhi), do hereby solemnly affirm and state on oath as follows:

1. That I am the authorized signatory of the Petitioner company in the above-mentioned matter, am well acquainted with the facts of the case and as such I am fully competent to swear this affidavit.
2. I say that I have read and understood the contents of the accompanying Petition and the same have been drafted under my instructions. I say that contents therein are true and correct to the best of my knowledge and belief.
3. That the annexures filed along with the Petition are the true copies of their respective originals.



4052/23

*I Identify the deponent who has signed/put TI in my Presence*

**DEPONENT**

**VERIFICATION**

I, Balaji Sivan, the deponent mentioned above do hereby most solemnly affirm and verify that what is stated in the above Affidavit is true to my knowledge and I believe the same to be true.

**DEPONENT**

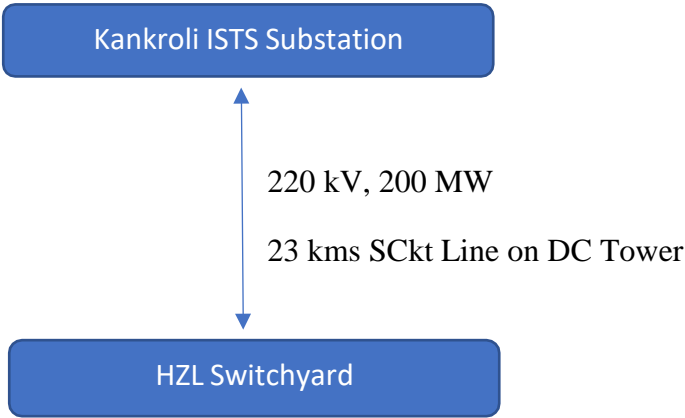
Verified at New Delhi on this 17 OCT 2023 day of September, 2023.

**ATTESTED**  
*Pooja Bhasin*

NOTARY PUBLIC, INDIA

17 OCT 2023

Annexure A-1



**CENTRAL ELECTRICITY REGULATORY COMMISSION  
NEW DELHI**

**Petition No. 28/TL/2023**

**Coram:**

**Shri Jishnu Barua, Chairperson**

**Shri I. S. Jha, Member**

**Shri Arun Goyal, Member**

**Shri P. K. Singh, Member**

**Date of Order: 12<sup>th</sup> May, 2023**

**In the matter of**

Application under Sections 14, 15 and 79 (1) (e) of the Electricity Act, 2003 read with the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 with respect to grant of transmission license to Kishtwar Transmission Limited.

**And**

**In the matter of**

**Kishtwar Transmission Limited,**

F-1, The Mira Corporate Suites, 1 & 2

Ishwar Nagar, Okhla Crossing,

Mathura Road,

New Delhi – 110065

**....Petitioner**

**Vs**

**1) Chenab Valley Power Projects (P) Limited,**  
Chenab Jal Shakti Bhawan, Opposite Saraswati Dham,  
Rail Head Complex,  
Jammu - 180012, J&K

**2) J&K Power Development Department,**  
Civil Secretariat, Secretariat Rd,  
Pakki Dhaki, Old Heritage City,  
Jammu, Jammu and Kashmir 180 001.

**3) PFC Consulting Limited,**  
First Floor, Urjanidhi, 1, Barakhamba Lane,  
Connaught Place,  
New Delhi- 110001.

**4) Central Electricity Authority,**  
Seva Bhawan, R.K. Puram,  
New Delhi- 110066.

**5) Central Transmission Utility of India Limited,**  
Saudamini, Plot No.2, Sector 29,  
Near IFFCO Chowk,  
Gurgaon - 122001, India

**6) Powergrid Corporation of India Limited,**  
B-9 Qutab Institutional Area, Katwaria Sarai  
New Delhi-110016.

**7) HVDC Dadri, Powergrid Corporation of India Limited,**  
B-9 Qutab Institutional Area, Katwaria Sarai,  
New Delhi-110016.

**8) HVDC Rihand Powergrid Corporation of India Limited,**  
B-9 Qutab Institutional Area, Katwaria Sarai,  
New Delhi-110016.

**9) Chandigarh (Electricity Department),**  
UT Chandigarh, Sector-9D,  
Chandigarh-160019

**10) BSES Rajdhani Power Limited,**  
BSES Bhawan, Nehru Place,  
New Delhi – 110019.

**11) BSES Yamuna Power Limited,**  
B-Block, Shakti Kiran, Building (Near Karkadooma  
Court), Karkadooma 2nd Floor,  
New Delhi – 110092.

**12) New Delhi Municipal Council,**  
Palika Kendra, Sansad Marg,  
New Delhi – 110002

**13) Tata Power Delhi Distribution Limited,**  
NDPL house, Hudson Lines Kingsway Camp,  
New Delhi – 110009.

**14) Himachal Pradesh State Electricity Board,**  
Vidyut Bhawan, Kumar House Complex Building II,  
Shimla – 171004 (Himachal Pradesh),

**15) Haryana Power Purchase Centre,**  
Shakti Bhawan, Sector-6,  
Panchkula -134109,  
(Haryana).

**16) Punjab State Power Corporation Limited,**  
PP&R, Shed T-1, Thermal Design,

Patiala – 147 001.

**17) Ajmer Vidyut Vitran Nigam Limited,**  
132 kV, GSS RVPNL Sub-station Building,  
Caligiri Road, Malviya Nagar,  
Jaipur - 302017 (Rajasthan)

**18) Jaipur Vidyut Vitran Nigam Limited,**  
132 kV, GSS RVPNL Sub-station Building  
Caligiri Road, Malviya Nagar,  
Jaipur - 302017 (Rajasthan).

**19) Jodhpur Vidyut Vitran Nigam Limited,**  
New Power House, Industrial Area,  
Jodhpur-342003 (Rajasthan).

**20) North Central Railway,**  
DRM Office, Nawab Yusuf Road,  
Prayagraj, Uttar Pradesh – 211 011.

**21) Uttarakhand Power Corporation Limited,**  
Urja Bhawan, Kanwali Road,  
Dehradun.

**22) Uttar Pradesh Power Corporation Limited,**  
(Formerly Uttar Pradesh State Electricity Board),  
Shakti Bhawan, 14, Ashok Marg,  
Lucknow – 226001 (Uttar Pradesh).

**23) A.D. Hydro Power Limited,**  
Bhilwara Towers, A-12,  
Sector 1, Noida-201301(UP)

**.Respondents**

**Parties present:**

Shri Ashwin Ramanathan, Advocate, KTL  
Shri Deep Rao, Advocate, KTL  
Shri Prateek Rai, KTL  
Shri Vivek Singh, Advocate, CVPPPL  
Shri Suraj Das Guru, Advocate, CVPPPL  
Shri Amrik Singh, CVPPPL  
Shri Mohan Lal Thakur, CVPPPL  
Ms. Swapna Seshadri, Advocate, PGCIL  
Shri Vikas Singh, Advocate, PGCIL  
Ms. Surbhi Gupta, Advocate, PGCIL  
Ms. Mohd. Mohsin, PGCIL  
Shri Abhijit Darmani, PGCIL  
Shri Prashant Kumar, PGCIL  
Shri Swapnil Verma, CTUIL  
Shri Ranjeet S. Rajput, CTUIL  
Shri Bhanu Prakash Pandey, CTUIL

Ms. Muskan Agarwal, CTUIL  
Ms. Ankita Singh, CTUIL

### **ORDER**

The Petitioner, Kishtwar Transmission Limited, has filed the present Petition for grant of transmission licence under Section 14, Section 15 and Section 79 (1) (e) of the Electricity Act, 2003 (hereinafter referred to as “the Act”) read with the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission Licence and other related matters) Regulations, 2009 (hereinafter referred to as “Transmission Licence Regulations”) to establish Inter-State Transmission System for “Transmission System for Evacuation of Power from Pakaldul HEP in Chenab valley HEPS-Connectivity System” on Build, Own, Operate and Maintain (BOOM) basis (hereinafter referred to “Transmission System” or “Project”) consisting of the following elements:

<b><i>Transmission System Evacuation of Power from Pakaldul HEP in Chenab Valley HEPS – Connectivity System</i></b>		
<b>S. No.</b>	<b>Name of Transmission Element</b>	<b>Scheduled COD in months from Effective Date</b>
1.	<p><i>Establishment of 400/132 kV pooling station at Kishtwar (GIS) along with Bus Reactor at Kishtwar pooling station by LILO of one circuit of Kishenpur – Dulhasti 400kV D/C (Quad) line (Single Circuit Strung)</i></p> <p><i>i. 400 kV pooling station with 420 kV, 41.67 MVAR, I-Phase Bus Reactor – 4 nos. (including one spare unit)</i></p> <p><i>ii. Reactor Bay – 1 no.</i></p> <p><b>Future Scope: Space for</b></p> <p><i>i. 765/400 kV ICT along with bays – 3 nos.</i></p> <p><i>ii. 400/220 kV ICT along with bays – 2 nos.</i></p> <p><i>iii. 400/132 kV ICT along with bays – 2 nos.</i></p> <p><i>iv. 765 kV line bays along with switchable line reactor – 6 nos.</i></p> <p><i>v. 400 kV Line bays – 8 nos.</i></p> <p><i>vi. 220 kV Line bays – 4 nos.</i></p> <p><i>vii. 132 kV Line bays – 2 nos.</i></p> <p><i>viii. 765 kV Reactor along with bays – 1 nos.</i></p> <p><i>ix. 400 kV Reactor along with bays – 1 nos.</i></p>	<p><i>Matching timeframe of Pakaldul HEP i.e. 1.4.2025</i></p>



2.	LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line at Kishtwar	
3.	2 Nos. of 400 kV bays at Kishtwar (GIS) for LILO of one circuit of Kishenpur – Dulhasti 400 kV D/c (Quad) line 400kV line bays – 2 Nos.	
4.	1 No. of 400 kV line bay at Kishtwar (GIS) for 2nd circuit stringing of Kishtwar – Kishenpur section 400kV line bay – 1 No.	
5.	7x66.67 MVA, I-Phase 400/132 kV ICT along with associated bays at Kishtwar Pooling station i. 66.67 MVA, I-Phase 400/132kV ICT- 7 nos. (including one spare unit) ii. 400 kV ICT bays – 2 nos. iii. 132kV ICT bays – 2 nos. iv. 132kV Bus Coupler bay – 1 no.#	
6.	4 nos. of 132 kV bays 132 kV line bays (GIS) – 4 nos.	Matching Timeframe of Kishtwar pooling Station

# To fulfil the requirement of bus switching scheme.

Note:

i. Implementation Timeframe:

Sl. No. 1-4: to be implemented in matching timeframe of Pakaldul HEP i.e. 1.4.2025

Sl. No. 5-6: to be implemented in matching timeframe of Kishtwar pooling Station.”

2. Based on the competitive bidding carried out by PFC Consulting Limited (PFCCL) in its capacity as the Bid Process Coordinator (BPC) in accordance with the Guidelines issued by the Ministry of Power, Government of India under Section 63 of the Act, Sterlite Grid 24 Limited (SGL) was declared as the successful bidder with the lowest quoted annual transmission charges of Rs. 388.46 million per annum.

3. The Commission, after considering the application of the Petitioner in the light of the provisions of the Act and the Transmission Licence Regulations, in its order dated 21.3.2023, *prima facie* proposed to grant transmission licence to the Petitioner. Relevant extract of order dated 21.3.2023 is extracted as under:

“24. Considering the material on record, we are *prima-facie* of the view that the Petitioner satisfies the conditions for grant of inter-State transmission licence under Section 15 of the Act read with Transmission Licence Regulations for construction, operation and maintenance of the transmission

*system as described in para 1 of this order. We therefore, direct that a public notice under clause (a) of sub-section (5) of Section 15 of the Act be published to invite suggestions or objections to grant of transmission licence aforesaid. The objections or suggestions, if any, be filed by any person before the Commission, by 30.3.2022.*

\*\*\*\*\*

*29. The Petitioner has submitted that in term of the TSA, the SCOD of the project is 1.4.2025. However, the delay in the acquisition of the Petitioner company by SGL 24 Limited has substantially reduced the time available with the Petitioner for execution of the Project. Therefore, the delay in acquisition has truncated the time period originally available with the Petitioner for construction of the project. The Petitioner has submitted that due to delay in acquisition of the project, the Petitioner is entitled for extension of time.*

*30. The Respondent, CVVL has submitted that the issues regarding delay, etc. raised in the instant Petition are pre-mature as presently it cannot be ascertained that whether there would be delay in commissioning of the Project and/or whether delay can be attributable to the Petitioner/Respondents and what relief/damages can be awarded to the Petitioner/Respondents and proportion of relief/damages allocated amongst Respondents, etc.*

*31. We have considered the submissions of the Petitioner and the Respondent. The scope of the present Petition is limited to grant of transmission licence. Therefore, the issue raised by the Petitioner regarding delay in acquisition of the Petitioner company cannot be dealt with in the present Petition and the Petitioner may approach the Commission in this regard after execution of the project which shall be dealt with in accordance with the law.”*

4. A public notice under Sub-section (5) of Section 15 of the Act was published on 25.3.2023 in all editions of Times of India (English) and Dainik Jagran (Hindi). No suggestions/ objections have been received in response to the public notice.

#### **Hearing dated 13.4.2023**

5. The case was called out for hearing on 13.4.2023. It was submitted by the counsel for the Petitioner that in response to the public notice published by the Commission, no suggestion/objection has been received. Learned counsel for the Petitioner further submitted that as on date, the bona fide projected completion schedule for the assets covered under the TSA is 1.4.2025 subject to receipt of

necessary approvals from the statutory authorities. He further added that completion schedule and timeframes being submitted by the Petitioner are based on the information currently available with the Petitioner and is a bonafide estimate.

6. Learned counsel for Power Grid Corporation of India Limited (PGCIL) submitted that PGCIL is constructing certain transmission assets under Regulated Tariff Mechanism (RTM) route which will inter-connect with the Petitioner's project. She further added that as per the investment approval received by PGCIL, the above transmission asset is scheduled to be commissioned by 1.4.2025 matching with the original schedule of Pakaldul HEP.

7. Vide Record of Proceedings for the hearing dated 13.4.2023, the Petitioner was directed to submit the status of parties as regards the liability of transmission charges. CTUIL was directed to file written agreement showing the status of the transformer and status of parties in case of mismatch.

8. The Petitioner vide affidavit dated 27.4.2023 has submitted as under:

(a) Recovery of transmission charges by the Petitioner shall be governed under the provisions of the Transmission Service Agreement dated 17.2.2022 read with the applicable provisions of Regulation 13 of the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 (the 2020 Sharing Regulations) as amended from time to time. Accordingly, the Petitioner and/or the Respondents, as the case may be, would be liable to bear transmission charges as envisaged under Regulation 13 in case there is a mismatch in commissioning as against the estimated timelines.

(b) Hon'ble Supreme Court in the case of PTC India Ltd. v. CERC [(2010) 4 SCC 603] has held that a regulation made under Section 178 is in the nature of sub-ordinate legislation and is binding on all parties to whom such regulation is applicable. The said principle has been reiterated by the Appellate Tribunal for Electricity in several judgements including Judgment dated 24.3.2015 in Appeal No. 103 of 2012 titled Maruti Suzuki India Limited, v. HERC & Ors (Para 52) and Judgment dated 28.8.2019 in Appeal No. 214 of 2017 titled Haryana Vidyut Prasaran Nigam Limited v. HERC & Ors. (Para 8.3). Therefore, once the 2020 Sharing Regulations have been issued by the Commission, the said Regulations form the statutory basis to assign the liability for payment of transmission charges. No approach contrary to the regulations is permissible in law.

(c) The instant Petition has been filed for the limited purpose for grant of transmission licence to the Petitioner under Section 14, Section 15, and Section 79(1)(e) of the Act and the Transmission Licence Regulations. The issues pertaining to liability and sharing of transmission charges at this stage are beyond the scope of the instant Petition.

9. With regard to written agreement showing the status of the transformer and status of parties in case of mismatch, CTUIL vide its affidavit dated 8.5.2023 has submitted that CTUIL had inquired with Respondent No. 2, J&K Power Development Department (JKPDD) regarding status of utilization of 4 Nos of 132 KV bays at Kishtwar pooling station. In response, J&K Power Transmission Corporation Limited (JKPTCL) (transmission wing of Respondent No. 2) vide its letter dated 28.4.2023 has communicated that the timeline for *“utilization of 4 Nos. of 132 kV bays at Kishtwar PS*

has been contemplated as March 2025 to match with the timeframe of the Kishtwar Pooling station". CTUIL has further submitted that transmission system i.e. 7x66.67 MVA (single phase units), 400/132kV ICTs at Kishtwar Pooling station and 4 nos. of 13 2kV GIS bays, under present scope shall be used for meeting the power demand of adjoining areas of Kishtwar for which JKPDD has also signed TSA as a LTTC. The same may be taken on record as the written consent of the party to undertake implementation of respective transmission system at its end matching with the timeframe of the subject transmission elements under the present petition.

10. As regards grant of transmission licence, Clauses (15) and (16) of Regulation 7 of Transmission Licence Regulations provide as under:

*"(15) The Commission may after consideration of the further suggestions and objections, if any, received in response to the public notice as aforesaid, grant licence as nearly as practicable in Form-III attached to these regulations or for reasons to be recorded in writing, reject the application if such application is not in accordance with the provisions of the Act, the rules or regulations made thereunder or any other law for the time being in force or for any other valid reason.*

*(16) The Commission may, before granting licence or rejecting the application, provide an opportunity of hearing to the applicant, the Central Transmission Utility, the long-term customers, or the person who has filed suggestions and objections, or any other person: Provided further that the applicant shall always be given a reasonable opportunity of being heard before rejecting the application."*

11. In our order dated 21.3.2023, we had proposed to grant transmission licence to the Petitioner company and directed to issue of the public notice. In response to the public notice, no suggestions/objections have been received. CTUIL in its letter dated 6.1.2023 has recommended for grant of transmission licence to the Petitioner. We are satisfied that the Petitioner company meets the requirement of the Act and the Transmission Licence Regulations for grant of transmission licence for the subject

Transmission System mentioned at paragraph 1 of this order. Accordingly, we direct that transmission licence be granted to the Petitioner, 'Kishtwar Transmission Limited', to establish "inter-State transmissions system for evacuation of power from Pakaldul HEP in Chenab Valley HEPs- Connectivity System through tariff based competitive bidding process on Build, Own, Operate and Maintain (BOOM) basis as per the details given in paragraph 1 above.

12. The grant of transmission licence to the Petitioner (hereinafter referred to as "the licensee") is subject to the fulfilment of the following conditions throughout the period of licence:

(a) The transmission licence shall, unless revoked earlier, remain in force for a period of 25 years from the date of issue;

(b) The transmission licensee shall comply with the provisions of the Transmission Licence Regulations or any subsequent enactment thereof and the terms and conditions of the TSA during the period of subsistence of the licence.

(c) Since the expiry date as per the TSA is 35 years from the scheduled COD of the Project, the licensee may make an application, two years before the expiry of initial licence period, for grant of licence for another term in accordance with Regulation 13(2) of the Transmission Licence Regulations which shall be considered by the Commission in accordance with law;

(d) The licensee shall not enter into any contract for or otherwise engage in the business of trading in electricity during the period of subsistence of the transmission licence;

(e) The licensee shall have the liability to pay the license fee in accordance with the provisions of the Central Electricity Regulatory Commission (Payment of Fees) Regulations, 2012, as amended from time to time or any

subsequent enactment thereof. Delay in payment or non-payment of licence fee or a part thereof for a period exceeding sixty days shall be construed as breach of the terms and conditions of the licence;

(f) The licensee shall comply with the directions of the National Load Despatch Centre under Section 26 of the Act, or the Regional Load Despatch Centre under sub-section (3) of Section 28 or sub-section (1) of Section 29 of the Act, as may be issued from time to time for maintaining the availability of the transmission system;

(g) The licensee shall remain bound by the Central Electricity Regulatory Commission (Standard of Performance of inter-State transmission licensees) Regulations, 2012 or subsequent enactment thereof;

(h) The licensee shall provide non-discriminatory open access to its Transmission System for use by any other licensee, including a distribution licensee or an electricity trader, or generating company or any other person in accordance with the Act; the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008; the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009; the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010, as amended from time to time or any subsequent re-enactments thereof; and the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022;

(i) The licensee shall not undertake any other business for optimum utilization of the Transmission System without prior intimation to the Commission and shall comply with the provisions of the Central Electricity Regulatory Commission (Sharing of Revenue Derived from Utilization of Transmission Assets for other business) Regulations, 2020;

(j) The licensee shall remain bound by provisions of the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2020 as amended from time to time;

(k) The licensee shall remain bound by the provisions of the Act, the rules and regulations framed thereunder, in particular the Transmission Licence Regulations, the Grid Code, the Standards specified by the Central Electricity Authority, orders and directions of the Commission issued from time to time;

(l) The licensee shall ensure execution of the Project within timeline specified in Schedule 3 of the TSA and as per the Technical Standards and Grid Standards of CEA prescribed in Article 5.1.1 and Article 5.4 of the TSA;

(m) The licensee shall coordinate with the licensees (including deemed licensees) executing the upstream or downstream transmission projects, the Central Electricity Authority and CTUIL for ensuring smooth execution and commissioning of the Project; and

(n) The licensee shall submit all such report or information as may be required under Transmission Licence Regulations, Standard of Performance Regulations, Transmission Service Agreement or any other regulation of the Commission or as per the directions of the Commission as may be issued from time to time.

13. It is expected that while carrying out the survey, the Petitioner has complied with the provisions of clause 2.5.7.3, clause 2.5.7.4 and clause 2.5.7.5 of the RfP. The Petitioner will comply with the provisions of bidding documents and TSA for commissioning of the Project within the SCOD.

14. Central Electricity Authority shall monitor the execution of the Project and bring to the notice of the Commission any lapse on the part of the licensee to meet the



schedule for further appropriate action in accordance with the provisions of the Act and the Transmission Licence Regulations.

15. It is noted that scope of the present Petition is limited to the grant of transmission licence. Therefore, the issue raised by the Petitioner regarding delay in acquisition of the Petitioner company cannot be dealt with in the present Petition and the Petitioner may approach the Commission in this regard after execution of the project which shall be dealt with in accordance with the law.

16. The affidavit dated 8.5.2023 filed by CTUIL as mentioned in paragraph 9 is taken on record as the written consent of the party i.e JKPDD to undertake implementation of respective transmission system at its end matching with the timeframe of the subject transmission elements under the present Petition.

17. Let an extract copy of this order be sent to CEA for information and necessary action.

18. Petition No. 28/TL/2023 is allowed in terms of the above.

**Sd/-**  
**(P.K.Singh)**  
**Member**

**sd/-**  
**(Arun Goyal)**  
**Member**

**sd/-**  
**(I.S. Jha)**  
**Member**

**sd/-**  
**(Jishnu Barua)**  
**Chairperson**

Approval Name: **Grant of Connectivity to the Inter-State Transmission System\_1**

SWS ID: **SW6481906622**

Applied By: **Dhruvika Jain**

Applied On: **25 Jul 2022 02:57:44 PM**

Ministry Name: **Ministry of Power**

Department Name: **Central Transmission Utility**

Form Name

**Application for Grant of Connectivity to ISTS (FORMAT- CON-2)****Applicant Details**

Name of the Applicant Organization	<b>HINDUSTAN ZINC LIMITED</b>
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**Address for Correspondence**

Address Line 1	<b>Yashad Bhawan</b>
Address Line 2	
State	<b>Rajasthan</b>
GST Number	<b>08AAACH7354K1ZB</b>
Permanent Account Number	<b>AAACH7354K</b>

**Primary Contact Details**

Primary Contact Person	<b>vishnu khandelwal</b>
Designation of Primary Contact Person	<b>Manager Renewable Power</b>
Primary Phone Number (Mobile)	<b>+91 9829030982</b>
Primary Email ID	<b><a href="mailto:vishnu.khandelwal@vedanta.co.in">vishnu.khandelwal@vedanta.co.in</a></b>

**Alternate Contact Details**

Alternate Contact Person	<b>Rajendra Pandwal</b>
Designation of Alternate Contact Person	<b>Company Secretary</b>
Alternate Phone Number (mobile)	<b>+91 9829796249</b>

Approval Name: **Grant of Connectivity to the Inter-State Transmission System\_1**

Alternate Email ID	<a href="mailto:rajendra.pandwal@vedanta.co.in">rajendra.pandwal@vedanta.co.in</a>
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## Nature of the Applicant

Nature of the Applicant	<b>Bulk Consumer</b>
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## Details for Connectivity

Capacity (MW) for which connectivity is required	<b>200</b>
Date from which connectivity is required	<b>01/07/2024</b>

## Location of Generating Project/Park

Nearest Village / Town	<b>Dariba</b>
State	<b>Rajasthan</b>
District	<b>Rajasamand</b>
Latitude	<b>24.9616415</b>
Longitude	<b>74.1196390</b>

## Details of the Generation Project

Name(s) of the Generation Project	<b>HZL_SRIPL</b>
Fuel	<b>RE HYBRID Project</b>
Generation Voltage	<b>220 KV</b>
Step-up Voltage	<b>400 KV</b>

## Details of Nearest 765/400/220/132 kV sub-stations, in case information is available

Voltage levels available	<b>220</b>
Owner	<b>PGCIL</b>
Distance (Km)	
Name of Substation	<b>Kankroli</b>

Approval Name: **Grant of Connectivity to the Inter-State Transmission System\_1****Details of Bank Account for Refund of Fee\***

Beneficiary Account Number	12730310000016
Beneficiary Account Name	Hindustan Zinc Limited
IFS Code	HDFC00001273
Bank Name	HDFC
Branch Details	udaipur

**Documents Required**

Notarised Affidavit as per FORMAT-CON-1	AFFIDAVIT.pdf
Site(s) identification	Generation & Load Sites.pdf
Copy of Board Resolution authorizing a person for filing of application, where applicant is a company	Combined File_Authorization & BR_HZL.pdf
Any other document	

**Declaration**

I confirm that I am well aware of the CERC Regulations and Detailed Procedure and all the details entered by me are in conformity with the Regulations. I submit that all the details given in the Application for Grant of Connectivity to ISTS are true and correct and nothing material has been concealed thereof. I also submit that the documents attached are scanned/true copies of their respective originals.	Accepted
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**Details of Documents Enclosed with the application**

Notarised Affidavit as per FORMAT-CON-1	AFFIDAVIT.pdf
Site(s) identification	Generation & Load Sites.pdf
Copy of Board Resolution authorizing a person for filing of application, where applicant is a company	Combined File_Authorization & BR_HZL.pdf
Any other document	

Approval Name: **Grant of Connectivity to the Inter-State Transmission System\_1****Payment Details**

Transaction ID	<b>T1658741060442A96958L3392P23153</b>
Payment Amount	<b>INR 354000</b>
Payment Status	<b>SUCCESS</b>
Payment Date and Time	<b>25 Jul 2022 02:54:20 PM</b>

**Minutes of 10<sup>th</sup> Consultation Meeting for Evolving Transmission Schemes in Northern Region held on 30.08.2022**

1. 10<sup>th</sup> Consultation Meeting for Evolving Transmission Schemes in Northern Region was held on 30/08/2022 at NRPC office, Delhi. The List of participants is enclosed at **Annexure-A**.
2. CGM (CTU), welcomed all the participants to the 10<sup>th</sup> Consultation Meeting for Evolving Transmission Schemes in Northern Region and after that the agenda was taken up for discussion.
3. **Confirmation of minutes of the 9<sup>th</sup> Consultation Meeting for Evolving Transmission Schemes in Northern Region.**  
It was informed that minutes of the 9<sup>th</sup> Consultation Meeting for Evolving Transmission Schemes in Northern Region constituents held on 28/07/2022 were issued vide letter dated 11/08/2022. Regarding the grant of Connectivity to Tidong HEP (150 MW), it is to mention that in present meeting, revision in Connectivity & LTA grant of Shongtong HEP is also being discussed which will need review of Connectivity system of Tidong HEP, utilizing the common corridor.  
With above modifications, the minutes were confirmed as circulated.

**A. Application related matters in Northern Region****1. Proposal for grant of Connectivity to the applications received in July'22 from Renewable Energy Sources**

It was deliberated that following 01 No. of Stage-I Connectivity application was received in the month of July'22 and was agreed to be granted as per the details below:

**TABLE 1**

Sl. No.	Application ID	Applicant	Project Location	Date of Application	Connectivity Sought Date/(MW)	Nature of Applicant	Location requested for Grant of Stage-I Connectivity	Tr. System for Grant of Stage-I Connectivity
1.	0112100004	SKP Green Ventures Private Limited	Jaisalmer distt., Rajasthan	11.07.2022	31-08-2023/1000	Renewable Power Park Developer	-	SKP Green Ventures Private Limited Solar Power Project – Bhadla-III PS 400 kV S/c (high capacity) line (Suitable to carry minimum 1000 MW at nominal voltage)

**3. Conventional Connectivity Application**

It was deliberated that following 1 No. of Conventional Connectivity application from M/s Hindustan Zinc Limited was received in the month of July'22 with following details:

**TABLE 3**

Sl. No.	Application ID	Name of the Applicant	Application Type	Submission Date	Region	Project Location	Start Date of Connectivity	Quantum (MW)
1	0012100007	Hindustan Zinc Limited	Bulk Consumer	25.07.2022	NR	Rajasamand distt., Rajasthan	01.07.2024	200

- It was informed that M/s Hindustan Zinc Ltd. (HZL) had applied for connectivity to the ISTS for 200 MW as a bulk consumer located at Rajasamand distt., Rajasthan with start date of Connectivity as 01/07/2024. As per the application, the bulk consumer entity is located close to the existing 400/220 kV Kankroli (PG) substation.
- It was deliberated that as clause 1.4 of CERC Detailed Procedure *“The applicant (Generator/bulk consumer) already connected to grid (regional or state grid) or for which connectivity is already granted under the present arrangement, shall not be allowed to apply for additional connectivity for the same capacity. In case of extension of capacity of generator or bulk consumer, however, it shall be required to make application for connectivity as per the provisions of these procedures.”* Accordingly, M/s HZL may inform regarding details of their present Connectivity arrangement with RVPNL (STU), along with configuration of loads (Sanctioned & Connected) and embedded generation (if any). Further, it was noted that in the CERC regulation, there is no provision of Dual Connectivity for same load as mentioned above, therefore, in case HZL is getting its demand served from RVPN/Rajasthan Discoms, have HZL approached/informed the utility for disconnection of connected load.
- On this HZL informed that they have total load of 193 MW for which they have 2x91 MW captive thermal generation as well as 95 MVA sanctioned load from RVPN/DISCOM. M/s HZL is planning to phase out their thermal generation and intend to supply their entire load from RE resources towards net-zero endeavor for sustainability. M/s HZL/Sterlite is planning to source RE power from their project in Maharashtra. However, they also intend to remain connected to RVPN as backup arrangement with minimum sanctioned load possible (say 20-30 MVA). However, they have not yet applied/approached to RVPNL for disconnection from their 220 kV grid.

- RVPNL informed that they have established downstream network from Kankroli 400/220 kV substation and load of HZL is part of it. Further, HZL shall have to pay charges for relinquishment of Connectivity from their network. In case, HZL intends to get disconnected from STU network now, RVPN assets shall be unutilized and it will cause great loss to the utility. Therefore, RVPN asked HZL to approach them or DISCOM on this matter.
- CTU informed that as per MOP order power generated from RE sources can be self-consumed or sold to any entity through bilateral arrangement qualifies for waiver of ISTS charges.
- Further, it was also noted that there is no provision in the Electricity Act or in the 2009 Connectivity Regulations for construction of a dedicated transmission line by a bulk consumer. The same has also been noted by the Hon'ble Commission in order dated 29.01.2020 in petitions filed by M/s BALCO & M/s Reliance Industries Limited (RIL) as Bulk Consumer.
- In the RoP of the above petition by RIL, CERC directed that the dedicated transmission system to be constructed is to be by RIL itself/ any other transmission licensee, with the cost of construction of transmission line for connectivity to ISTS to be borne by RIL. Further, the Commission said "We are not inclined to issue any general directions in this regard and such matters shall be decided on case to case basis depending upon specific circumstances and facts of the case".
- Accordingly, M/s HZL shall also have to approach CERC for decision on implementation modality of the dedicated line in instant case.
- As part of the agenda, following transmission system was proposed for Connectivity to M/s HZL for 200 MW as Bulk Consumer in Rajasamand distt., Rajasthan:
  - HZL– Kankroli (PG) 220kV D/c line along with associated line bays at both end- Cost about 50 Cr
- CTU also stated that for 200 MW power transfer, there shall be constraints in 400/220kV Kankroli ICT loading under N-1 conditions, therefore, an additional 400/220 kV ICT shall be required, for which space issues are already highlighted by POWERGRID.
- In view of above deliberations, CTU stated that as there is no provision of Dual Connectivity for same load as mentioned above, therefore, as RVPNL has sanctioned load of 95 MW to HZL, following was proposed:
  - HZL can apply for remaining quantum of 105 MW for Connectivity in ISTS. As current application of 200 MW quantum shall have change of more than 40% qualifying as material change in quantum of power to be interchanged necessitating a fresh application for 105 MW as per CERC connectivity regulation.



*Minutes of 10<sup>th</sup> Consultation meeting for Evolving Transmission Schemes in NR*

- For disconnection of this 95 MW from STU/DISCOM network, HZL may take up the matter with RVPNL and present connectivity application can be discussed in the subsequent CMETS-NR meeting after final deliberations between RVPNL & HZL. HZL will inform on such development at the earliest so that further necessary action regarding application can be taken.
- Accordingly, based on above, it was decided that HZL shall revert on their current application of 200 MW as bulk consumer in ISTS to CTU

#### 4. **Proposal for grant of LTA to the application received from RE/Conventional Energy Sources**

It was deliberated that following LTA application was received in the month of July'22. Details are as below:

**TABLE 4**

Sl. No.	Application No.	Applicant	LTA Application date (online)	Connectivity Injection Point	Connectivity Application	Drawl Point	Quantum of LTA (MW)	Start Date of LTA	End date of LTA
1	0412100002	Azure Power India Private Limited	28.07.2022	Fatehgarh-III PS, Rajasthan	1200003532	CSPDCL: 33MW (WR) HPPC: 67MW (NR)	100 (PPA/PSA without NoC)	28.12.2023 <sup>#</sup>	27.12.2048

<sup>#</sup> Interim start date of LTA shall be 31/12/2024 as per the deliberations below:

It was informed that Stage-II Connectivity (1200003532, 100 MW) was granted to M/s Azure Power India Private Limited at Fatehgarh-III PS through 400 kV S/c line on D/c tower. 1 No. 400 kV bay at Fatehgarh-III PS is to be implemented under ISTS. Applicant confirmed the same.

Further, it was deliberated that now M/s Azure has applied for LTA of 100 MW on firm basis to CSPDCL: 33 MW (WR) & HPPC: 67MW (NR). The required power transfer of 100 MW from Fatehgarh-III PS is envisaged with the Transmission system associated with SEZ in Rajasthan under 20 GW Phase-III scheme. The transmission system has been approved in 3<sup>rd</sup> NRPC(TP) meeting held on 19/02/2021 & 5<sup>th</sup> NCT meeting held on 25/08/2021 & 02/09/2021. It was informed that based on bidders request, in a recent CEA meeting held on 22/08/2022, timeline for Rajasthan Ph-III Tr. System is being reviewed with extension of 6 months (from 18 months to 24 months) and the same is under review with MoP. In view of this, the tentative timeline for the above scheme may shift to Dec'24 subject to approval of MOP. Same shall be confirmed based on MOP approval as well as award of the system. Applicant noted the same.

Details of transmission system for present LTA is mentioned at **Annexure-I**.

**List of Participants of 10<sup>th</sup> Consultation meeting for Evolving Transmission Schemes in NR held on 30.08.2022**

**CEA**

Shri J Ganeswara Rao	Deputy Director
Shri Nitin Deswal	Assistant Director

**NRPC**

Shri Kaushik Panditrao	
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**SECI**

Shri R.K Agarwal	Consultant
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**POSOCO**

Shri Alok Kumar	GM
Shri Gaurav Malviya	Manager

**CTU**

Shri Jasbir Singh	CGM (CTU)
Shri Kashish Bhambhani	GM (CTU)
Shri Rajesh Verma	GM (CTU)
Shri Sandeep Kumawat	Ch. Manager (CTU)
Smt. Ankita Singh	Ch. Manager (CTU)
Shri. Ranveer Singh	Ch. Manager (CTU)
Shri R Narendra Sathvik	Manager (CTU)
Shri Yatin Sharma	Dy. Manager (CTU)
Shri Roushan Kumar	Engineer (CTU)

Shri Madhusudan Meena      Engineer (CTU)

**HPPTCL**

Shri Rajneesh Kumar

Shri Harmanjeet Singh

**PTCUL**

Shri Ashok Kumar

**HPPCL**

Shri M.K.Chopra

Shri S.P.Sharma

**RVPN**

Shri Om Prakash

Shri A.K.Bissa

**HVPNL**

Shri Sachin Goyal

Shri Biresh Kumar Raghava

**LTA/Connectivity Applicants**

Shri Yogesh Kumar Sanklecha

Acme Solar Holdings Private Limited

Shri Arvind

Acme Solar Holdings Private Limited

Shri Abhilash Yadav

Amp Energy Green Private Limited

Shri Ankur Sharma	Amp Energy Green Private Limited
Shri Anurag Sharma	Tidong Power Generation Pvt Limited (through telecon)
Shri Himanshu Garg	Tidong Power Generation Pvt Limited (through telecon)
Shri Vishnu Khandelwal	Hindustan Zinc Limited
Shri Ramesh Menaria	Hindustan Zinc Limited
Shri Arzaan Dordi	Hindustan Zinc Limited
Shri Alok Nigam	Hindustan Zinc Limited
Shri Anuj Jain	ReNew Solar (Shakti Six) Private Limited
Shri Sanjeev Kumar	Azure Power India Private Limited
Shri Shashank Gupta	Azure Power India Private Limited
Shri Ashish Kumar Rath	SKP Green Ventures Private Limited
Shri Kapil Sharma	ABC Solar (India) Pvt Ltd

**Minutes of 11<sup>th</sup> Consultation Meeting for Evolving Transmission Schemes in Northern Region held on 30.09.2022**

The 11<sup>th</sup> Consultation Meeting for Evolving Transmission Schemes in Northern Region (CMETS-NR) was held through VC on 30/09/2022. List of participants is enclosed at **Annexure-X**.

**1. Confirmation on the minutes of the 10<sup>th</sup> CMETS-NR meeting**

It was deliberated that the minutes of the 10<sup>th</sup> CMETS-NR meeting held on 30/08/2022 were issued vide letter dated 16/09/2022. However, it was informed that in the minutes circulated, for transmission system required for Connectivity (under Applicant Scope) may be recorded as “2 Nos. of 400 kV line bays at generation switchyard for LILLO of one circuit of Jhangi PS - Wangtoo (HPPTCL) 400 kV D/c (Quad) line” instead of “2 Nos. of 400 kV line bays at generation switchyard for termination of Wangtoo (HPPTCL)- Shongtong Karcham HEP 400 kV Quad D/c.” Intimation for grant of Connectivity shall be issued accordingly. Other than above, no comments were received, accordingly, minutes were confirmed as circulated.

**A. Application related matters in Northern Region****2. Proposal for grant of Connectivity to the applications received in Aug’22 from Renewable Energy Sources**

It was deliberated that following 05 Nos. of Stage-I Connectivity applications were received in the month of Aug’22 and were agreed to be granted as per the details below:

**TABLE 1**

Sl. No.	Application ID	Applicant	Project Location	Date of Application	Connectivity Sought Date/(MW)	Nature of Applicant	Location requested for Grant of Stage-I Connectivity	Tr. System for Grant of Stage-I Connectivity
1.	0112100008	Prerak Greentech Solar Private Limited	Jodhpur distt., Rajasthan	24.08.2022	30.06.2024/ 400	Renewable Power Park Developer	Bhadla-III PS	Prerak Greentech Solar Private Limited Solar Power Project – Bhadla-III PS 220 kV S/c (high capacity) line on D/c tower (Suitable to carry minimum 400 MW at nominal voltage) <b>Common Transmission system mentioned at (i) under ISTS shall also be required for Connectivity.</b>

Minutes for 11<sup>th</sup> Consultation meeting for Evolving Transmission Schemes in NR

arrangement as mentioned above, shall also facilitate some margin in NR-WR constraints and CTU shall reassess the operationalization of LTAs at that time, based on the request of respective LTA Grantees. M/s Onevolt noted the same. Accordingly, it was decided to grant LTA to M/s Onevolt Energy Private Limited for 62 MW from Bikaner-II PS to Target NR (40 MW) and WR (22 MW) from 31/05/2024 (Interim) to 30/06/2048.

#### 5. **Conventional Connectivity Application from M/s Hindustan Zinc Limited for 200 MW as Bulk Consumer**

It was deliberated that following 1 No. of Conventional Connectivity application from M/s Hindustan Zinc Limited was received in the month of July'22 with details as under:

**TABLE 4**

Sl. No.	Application ID	Name of the Applicant	Application Type	Submission Date	Region	Project Location	Start Date of Connectivity	Quantum (MW)
1	0012100007	Hindustan Zinc Limited	Bulk Consumer	25.07.2022	NR	Rajasamand distt., Rajasthan	01.07.2024	200

- It was informed that the above application from M/s HZL was deliberated in the 10<sup>th</sup> CMETS meeting held on 30/08/2022. It was informed that M/s Hindustan Zinc Ltd. (HZL) had applied for connectivity to the ISTS for 200 MW as a bulk consumer located at Rajasamand distt., Rajasthan with start date of Connectivity as 01/07/2024. As per the application, the bulk consumer entity is located close to the existing 400/220 kV Kankroli (PG) substation.
- It was deliberated that as clause 1.4 of CERC Detailed Procedure *"The applicant (Generator/bulk consumer) already connected to grid (regional or state grid) or for which connectivity is already granted under the present arrangement, shall not be allowed to apply for additional connectivity for the same capacity. In case of extension of capacity of generator or bulk consumer, however, it shall be required to make application for connectivity as per the provisions of these procedures."* Further, it was noted that in the CERC regulation, there is no provision of Dual Connectivity for same load as mentioned above, therefore, in case HZL is getting its demand served from RVPN/Rajasthan Discoms, have HZL approached/informed the utility for disconnection of connected load.
- On this HZL informed that they have total load of 193 MW for which they have 2x91 MW captive thermal generation as well as 95 MVA sanctioned load from RVPN/DISCOM. M/s HZL is planning to phase out their thermal generation and intend to supply their entire load from RE resources towards net-zero endeavor for sustainability. M/s HZL/Sterlite is planning to source RE power from

their project in Maharashtra. However, they also intend to remain connected to RVPN as backup arrangement with minimum sanctioned load possible (say 20-30 MVA). However, they have not yet applied/approached to RVPNL for disconnection from their 220 kV grid.

- RVPNL informed that they have established downstream network from Kankroli 400/220 kV substation and load of HZL is part of it. Further, HZL shall have to pay charges for relinquishment of Connectivity from their network. In case, HZL intends to get disconnected from STU network now, RVPN assets shall be unutilized and it will cause great loss to the utility. Therefore, RVPN asked HZL to approach them or DISCOM on this matter.
- CTU informed that as per MOP order power generated from RE sources can be self-consumed or sold to any entity through bilateral arrangement qualifies for waiver of ISTS charges.
- It was also deliberated that M/s HZL shall also have to approach CERC for decision on implementation modality of the dedicated line in instant case. As part of the agenda, following transmission system was proposed for Connectivity to M/s HZL for 200 MW as Bulk Consumer in Rajasamand distt., Rajasthan:
  - HZL— Kankroli (PG) 220kV D/c line along with associated line bays at both end- Cost about 50 Cr
- CTU also stated that for 200 MW power transfer, there shall be constraints in 400/220kV Kankroli ICT loading under N-1 conditions, therefore, an additional 400/220 kV ICT shall be required, for which space issues are already highlighted by POWERGRID.
- In view of above deliberations, CTU stated in above meeting that as there is no provision of Dual Connectivity for same load as mentioned above, therefore, as RVPNL has sanctioned load of 95 MW to HZL, following was proposed:
  - HZL can apply for remaining quantum of 105 MW for Connectivity in ISTS. As current application of 200 MW quantum shall have change of more than 40% qualifying as material change in quantum of power to be interchanged necessitating a fresh application for 105 MW as per CERC connectivity regulation.
  - For disconnection of this 95 MW from STU/DISCOM network, HZL may take up the matter with RVPNL and present connectivity application can be discussed in the subsequent CMETS-NR meeting after final deliberations between RVPNL & HZL. HZL will inform on such development at the earliest so that further necessary action regarding application can be taken.
  - Accordingly, based on above, it was decided that HZL shall revert on their current application of 200 MW as bulk consumer in ISTS.

*Minutes for 11<sup>th</sup> Consultation meeting for Evolving Transmission Schemes in NR*

- Subsequently, HZL vide letter dated 27/09/2022 mentioned that they are consumer of Ajmer Vidyut Vitran Nigam Limited (AVVNL) and have signed an agreement for sanctioned load with AVVNL. They also informed that as per the agreement, HZL has the liberty to terminate the agreement or get its contract demand reduced by giving one month's notice in writing. Further, they can also get permanently disconnected or get its contract demand reduced on the same day, if it is ready to pay minimum billing amount equivalent to one month. Further, the relevant clause also allows HZL to disconnect from the State grid without any consent from the utility.
- RVPNL informed that HZL the agreement is very old (year:2009), which is only for 30 MVA of contract demand. Now, HZL has increased their demand to 95 MW, however, that agreement is not being shared with them, which may have different terms & conditions. However, to resolve the issue, RVPNL has already referred the matter to Discom and they will convene a meeting amongst RVPNL, Discom & HZL.
- Further, it was deliberated that HZL may also pursue with Rajasthan Discoms & RVPNL for an early meeting in this regard and resolution of the issue. HZL informed that they have already approached CMD, RVPNL for such meeting, which is awaited.
- CTU opined that considering the GNA transition, all pending matter needs to be closed at the earliest. Accordingly, it was decided that M/s HZL may revert formally on discussion with RVPN/Rajasthan Discom (AVVNL) along with the minutes by 15/10/2022. In case, the matter is not resolved with Rajasthan Discom/RVPN, the HZL Connectivity application shall be closed. Further, M/s HZL may reapply for Connectivity based on the resolution of the issue with Rajasthan Discom in GNA regime.

**6. Proposal for grant of LTA to applications received in other regions for Injection/drawl in Northern region**

**a) LTA applications received in Western region for drawl in NR:**

Sl. No.	Application ID	Name of the Applicant	Submission Date	Region	Quantum of LTA	Start Date of LTA	End Date of LTA	Injection Point	Drawl Point
1.	0431400003	Anupavan Renewables Private Limited	13.08.2022	WR	148.75 (PPA/PSA without NoC)	30/09/2023	29/09/2048	Kallam PS, Maharashtra	UPPCL: 56.25 CSPDCL: 37.5 MPPMCL: 55



**List of Participants of 11<sup>th</sup> Consultation meeting for Evolving Transmission Schemes in NR held on 30.09.2022****SECI**

Shri R.K Agarwal	Consultant
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**POSOCO**

Shri Gaurav Malviya	Manager
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**CTU**

Shri A K Agarwal	CGM (CTU)
Shri Jasbir Singh	CGM (CTU)
Shri K K Sarkar	Sr. GM (CTU)
Shri Kashish Bhambhani	GM (CTU)
Shri Sandeep Kumawat	Ch. Manager (CTU)
Smt. Ankita Singh	Ch. Manager (CTU)
Shri Tej Prakash Verma	Ch. Manager (CTU)
Shri R Narendra Sathvik	Manager (CTU)
Shri Roushan Kumar	Engineer (CTU)
Shri Madhusudan Meena	Engineer (CTU)

**POWERGRID**

Shri M S Hada	
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**HPPTCL**

Shri Suresh Kumar Sharma

**PTCUL**

Shri Ravi Shankar

**RVPN**

Shri V K Kale

**HVPNL**

Shri Rajesh Kumar Jangra

**PSTCL**

Shri Vivek Kumar Khanna

**DTL**

Shri Dinesh Singh

**LTA/Connectivity Applicants**

Shri Lalit Mogha	Cannice Renewables Energy Private Limited
Shri Vikas Garg	Cannice Renewables Energy Private Limited
Shri Abhilash Yadav	Amp Energy Green Private Limited
Shri Ankur Sharma	Amp Energy Green Private Limited
Shri Ayush Prasad	One Volt Energy Pvt Limited (AMPLUS)
Smt Vidisha Dubey	One Volt Energy Pvt Limited (AMPLUS)
Shri Vishnu Khandelwal	Hindustan Zinc Limited
Shri Ramesh Menaria	Hindustan Zinc Limited
Shri Sumit Joge	Sprng Nirjara Energy Private Limited
Smt Sharmilaa S	Sprng Nirjara Energy Private Limited

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*Minutes for 11<sup>th</sup> Consultation meeting for Evolving Transmission Schemes in NR*

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Shri Rahul Gupta	Soltown Infra Private Limited
Shri Arunabh Mohanty	Soltown Infra Private Limited
Shri Ankit Kumar Srivastava	Sterlite Power Transmission Limited
Shri Ajay	Prerak Greentech Solar Private Limited
Shri Sandeep Jain	Prerak Greentech Solar Private Limited
Shri Pratik Poddar	Juniper Green Stellar Private Limited
Shri Sudesh Pradhan	Juniper Green Cosmic Private Limited
Shri Vinod Halge	Saurya Urja Company of Rajasthan Limited
Shri Santosh Narayan	TP Saurya Limited

## **Minutes of 12<sup>th</sup> Consultation Meeting for Evolving Transmission Schemes in Northern Region held on 28.10.2022**

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The 12<sup>th</sup> Consultation Meeting for Evolving Transmission Schemes in Northern Region (CMETS-NR) was held through VC on 28/10/2022. List of participants is enclosed at **Annexure-X**.

CGM (CTU) informed that Hon'ble CERC has notified the CERC (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022. The GNA Regulations has already come into operation with effect from 15/10/2022 except for provisions of Regulations 23 to 24, 26 to 36, 37.9, 38, 40 and 43, whose date of commencement shall be notified separately. It was further informed that this meeting has been conducted in line with the CERC Connectivity Regulations, 2009. However, decisions pertaining to grant of Connectivity/LTA would be taken up in line with the GNA Regulations as per the order of priority of receipt of the stage-II/LTA applications.

Further, it has also been notified on CTU website that all Stage-I connectivity applicants/grantees, who have not applied for stage-II connectivity by 31.10.2022, may apply afresh as per GNA regulation along with applicable fee from the date to be notified by CERC. Provided that original application fees for Stage-I connectivity applicants/grantees shall be refunded upon submission of new application for connectivity under GNA regulation within 30 days from date of notification by CERC for receipt of fresh application. Inter-se priority of such applicants/grantees shall be determined with reference to their date of above fresh application under GNA Regulations.

However, St-II Connectivity & LTA applicants shall be issued with offer of GNA transition under the GNA Regulations, 2022 and the same would be processed in line with the provisions mentioned in the GNA Regulations. Applicants noted the same.

Gist of the deliberations are as given below:

### **A. Confirmation on the minutes of the 11<sup>th</sup> CMETS-NR meeting**

It was deliberated that the minutes of the 11<sup>th</sup> CMETS-NR meeting held on 30/09/2022 were issued vide letter dated 13/10/2022. It was informed that in the minutes circulated in Section B [1.D], the "Replacement of 1x315 MVA (3<sup>rd</sup>) 400/220kV ICT (ICT-1) to 500 MVA at 400/220 kV Ludhiana (PG) S/s may be read as "Replacement of 1x315 MVA 400/220kV ICT (ICT-1) to 500 MVA at 400/220 kV Ludhiana (PG) S/s" at all relevant places.

Further under same head, it was informed that in the minutes "POSOCO stated that deemed availability cases can be discussed in separate forum i.e. OCC/NRPC meetings. However, in case 66kV cable is deployed, thereon be any issue in SVC auxiliary supply".

**List of Participants of 12<sup>th</sup> Consultation meeting for Evolving Transmission Schemes in NR held on 28.10.2022**

**CEA**

Shri Nitin Deswal                      Assistant Director

**SECI**

Shri Kaustuv Roy                      General Manager

**POSOCO**

Shri Gaurav Malviya                      Manager

Mr. Asif                      Asstt. Manager

**CTU**

Shri Jasbir Singh                      CGM (CTU)

Shri Sandeep Kumawat                      Ch. Manager (CTU)

Smt. Ankita Singh                      Ch. Manager (CTU)

Shri R Narendra Sathvik                      Manager (CTU)

Shri Chinmay Sharma                      Manager (CTU)

Shri Roushan Kumar                      Engineer (CTU)

Shri Madhusudan Meena                      Engineer (CTU)

**PGCIL**

Shri Rohit Jain                      DGM

**HPPTCL**

Shri Suresh Kumar Sharma

Minutes for 12<sup>th</sup> Consultation meeting for Evolving Transmission Schemes in NR held on 28/10/2022

**4. Conventional Connectivity Application from M/s Hindustan Zinc Limited for 200 MW as Bulk Consumer**

It was deliberated that following Conventional Connectivity application from M/s Hindustan Zinc Limited was received in the month of July'22 with details as under:

Sl. No.	Application ID	Name of the Applicant	Application Type	Submission Date	Region	Project Location	Start Date of Connectivity	Quantum (MW)
1	0012100007	Hindustan Zinc Limited	Bulk Consumer	25.07.2022	NR	Rajasamand distt., Rajasthan	01.07.2024	200

- It was informed that the above application from M/s HZL was deliberated in the 10<sup>th</sup> & 11<sup>th</sup> CMETS\_NR meeting held on 30/08/2022 & 30/09/2022 respectively. M/s Hindustan Zinc Ltd. (HZL) had applied for connectivity to the ISTS for 200 MW as a bulk consumer located at Rajasamand distt., Rajasthan with start date of Connectivity as 01/07/2024. As per the application, the bulk consumer entity is located close to the existing 400/220 kV Kankroli (PG) substation.
- It was earlier deliberated that clause 1.4 of CERC Detailed Procedure mentions “*The applicant (Generator/bulk consumer) already connected to grid (regional or state grid) or for which connectivity is already granted under the present arrangement, shall not be allowed to apply for additional connectivity for the same capacity. In case of extension of capacity of generator or bulk consumer, however, it shall be required to make application for connectivity as per the provisions of these procedures.*” Further, it was noted that in the CERC regulation, there is no provision of Dual Connectivity for same load as mentioned above, therefore, in case HZL is getting its demand served from RVPN/Rajasthan Discoms, have HZL approached/informed the utility for disconnection of connected load.
- On this HZL earlier informed that they have total load of 193 MW for which they have 2x91 MW captive thermal generation as well as 95 MVA sanctioned load from RVPN/DISCOM. M/s HZL is planning to phase out their thermal generation and intend to supply their entire load from RE resources towards net-zero endeavor for sustainability. M/s HZL/Sterlite is planning to source RE power from their project in Maharashtra. However, they also intend to remain connected to RVPN as backup arrangement with minimum sanctioned load possible (say 20-30 MVA). However, they have not yet applied/approached to RVPNL for disconnection from their 220 kV grid.
- RVPNL in earlier meeting informed that they have established downstream network from Kankroli 400/220 kV substation and load of HZL is part of it. Further, HZL shall have to pay charges for relinquishment of Connectivity from their network. In case, HZL intends to get

*Minutes for 12<sup>th</sup> Consultation meeting for Evolving Transmission Schemes in NR held on 28/10/2022*

disconnected from STU network now, RVPN assets shall be unutilized and it will cause great loss to the utility. Therefore, RVPN asked HZL to approach them or DISCOM on this matter.

- CTU informed that as per MOP order power generated from RE sources can be self-consumed or sold to any entity through bilateral arrangement qualifies for waiver of ISTS charges with stipulated conditions as per the Order.
- It was also deliberated that M/s HZL shall also have to approach CERC for decision on implementation modality of the dedicated line in instant case. As part of the agenda, following transmission system was proposed for Connectivity to M/s HZL for 200 MW as Bulk Consumer in Rajasamand distt., Rajasthan:
  - HZL– Kankroli (PG) 220kV D/c line along with associated line bays at both end- Cost about 50 Cr
- CTU earlier stated that as there is no provision of Dual Connectivity for same load as mentioned above, therefore, as RVPNL has sanctioned load of 95 MW to HZL, following was proposed in earlier meeting:
  - HZL can apply for remaining quantum of 105 MW for Connectivity in ISTS. As current application of 200 MW quantum shall have change of more than 40% qualifying as material change in quantum of power to be interchanged necessitating a fresh application for 105 MW as per CERC connectivity regulation.
  - For disconnection of this 95 MW from STU/DISCOM network, HZL may take up the matter with RVPNL and present connectivity application can be discussed in the subsequent CMETS-NR meeting after final deliberations between RVPNL & HZL. HZL will inform on such development at the earliest so that further necessary action regarding application can be taken.
  - Accordingly, based on above, it was decided that HZL shall revert on their current application of 200 MW as bulk consumer in ISTS.
- Subsequently, HZL vide letter dated 27/09/2022 mentioned that they are consumer of Ajmer Vidyut Vitran Nigam Limited (AVVNL) and have signed an agreement for sanctioned load with AVVNL. They also informed that as per the agreement, HZL has the liberty to terminate the agreement or get its contract demand reduced by giving one month's notice in writing. Further, they can also get permanently disconnected or get its contract demand reduced on the same day, if it is ready to pay minimum billing amount equivalent to one month. Further, the relevant clause also allows HZL to disconnect from the State grid without any consent from the utility.
- RVPNL informed that HZL agreement is very old (year:2009), which is only for 30 MVA of contract demand. Now, HZL has increased their demand to 95 MW, however, that agreement is not being shared with them, which may have different terms & conditions. However, to resolve the issue, RVPNL has already referred the matter to Discom and they will convene a meeting amongst RVPNL, Discom & HZL.

*Minutes for 12<sup>th</sup> Consultation meeting for Evolving Transmission Schemes in NR held on 28/10/2022*

- HZL was also advised that they may pursue with Rajasthan Discoms & RVPNL for an early meeting in this regard and resolution of the issue. HZL informed that they have already approached CMD, RVPNL for such meeting. In 11<sup>th</sup> CMETS-NR meeting CTU opined that considering the GNA transition, all pending matter needs to be closed at the earliest. Accordingly, it was decided that M/s HZL may revert formally on discussion with RVPN/Rajasthan Discom (AVVNL) along with the minutes by 15/10/2022. In case, the matter is not resolved with Rajasthan Discom/RVPN, the HZL Connectivity application shall be closed. Further, M/s HZL may reapply for Connectivity based on the resolution of the issue with Rajasthan Discom in GNA regime.
- Subsequently HZL vide letter dated 17/10/22, informed that AVVNL has issued a response to HZL on the above matter (copy enclosed) and requested CTU to process its application for Bulk Consumer Connectivity for 200 MW at Kankroli substation with start date of connectivity as 01.07.2024. AVVNL vide letter dated 17/10/22 to HZL intimated that presently, on request of customer, supply disconnection may be considered under its applicable provisions along with its terms and conditions. In future, any such request will be considered as per rule & regulation prevailing at that time along with its fulfillment.
- During the meeting, RVPN informed that as their transmission system is also involved, therefore, they need to discuss the matter with their management and shall provide their observations/NOC on the same within 2-3 days.
- Further M/s HZL also opined that for supply disconnection from 30/06/24 to AVVNL, undertaking dated from their end may be accepted. CTU opined that M/s HZL may also take up the matter with RVPNL so that Connectivity can be granted in the subject case.
- However, RVPNL did not submit the requisite observations/NoC even after considerable time. Accordingly, considering the ongoing GNA transitions, it is decided that M/s HZL shall be offered for opting for transition under GNA Regime.

## **5. ISTS Expansion in Northern Region**

### **A. Reactive compensation on 400 kV Jalandhar – Kurukshetra line and 400 kV Nakodar – Kurukshetra line after proposed LILO at 400kV Dhanansu S/s (PSTCL)**

It was deliberated that in 3<sup>rd</sup> NRSCT meeting and subsequent Joint study meetings, LILO of 400 kV Jalandhar – Kurukshetra line and LILO of 400 kV Nakodar – Kurukshetra line at 400kV Dhanansu S/s (PSTCL) was agreed for implementation by PSTCL. The status of above scheme was also informed by PSTCL in 57<sup>th</sup> NRPC meeting held on 31.08.22. In the meeting, POWERGRID requested to assess % line reactive compensation after above LILO and in case of overcompensation, line reactors may be made switchable. Subsequently, in 11<sup>th</sup> CMETS-NR meeting held on 30.09.22, the matter was deliberated. In the meeting, PSTCL/POWERGRID were



Shri Rajneesh Kumar

**PTCUL**

Shri Anupam Sharma

Shri Rajkumar

Shri Ashok Kumar

**RVPN**

Shri V. A. Kale

**PSTCL**

Shri Vivek Kumar Khanna

**LTA/Connectivity Applicants**

Shri S.P.Rathour

Mr. Kashim

Shri Radheshyam Goyal

Shri Lalit Kumar Mehta

Shri Mehul Rupera

Shri Ranjan Kumar

Shri Mohit Jain

Shri Vishnu Khandelwal

Shri Ramesh Menaria

Shri Nischal Bakshi

Shri Sunil Kumar

Shri Ananth Raghavendra

NHPC

NHPC

Tepsol Sun Sparkle Pvt Ltd and Tepsol Saur Urja Pvt Ltd

Malur Renewables Private Limited

MPSEZ Utilities Limited

MPSEZ Utilities Limited

ReNew Dinkar Urja Private Limited

Hindustan Zinc Limited

Hindustan Zinc Limited

Alf Solar Amarsar Private Limited

Alf Solar Amarsar Private Limited

Abu Renewables India Pvt. Ltd.

Shri Namit Jain	Abu Renewables India Pvt. Ltd
Shri Saurabh Gupta	Abu Renewables India Pvt. Ltd
Shri Bhagwat Singh	Rays Power Infra Pvt. Ltd.
Shri Vaibhav Roongta	Rays Power Infra Pvt. Ltd.
Shri Santosh P Narayan	TP Saurya Limited
Shri Prashanth Kudva	TP Saurya Limited
Shri Sandeep Anand	Tepsol Saur Urja Private Limited



No. RVPN/SE(P&P)/XEN-2(P&P)/AE-2/F.362 ID /761 Jaipur, Dt. 22/12/22

Sh. Kashish Bhambhani,  
The General Manager, CTUIL,  
Power Grid Corporation of India Ltd.,  
Plot no.2, Saudamini, Sector-29,  
Girgaon-122001.

## Annexure A-6

Sub: Regarding request to issue concurrence of RVPN to CTU for grant of Bulk Consumer Connectivity to M/s HZL.

Ref: 1. Letters dated 16.09.2022 & 08.12.2022 of M/s HZL.

2. MoM of 10th, 11th & 12th Consultation meeting for evolving transmission schemes in Northern Region.

Sir,

This is in reference to the aforesaid letters dated 16.09.2022 & 08.12.2022 of M/s HZL, wherein M/s HZL had sought connectivity with ISTS (400/220KV Kankroli(PG Substation) for drawl of power upto 200 MW on a continuous basis which has been discussed in 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> Consultation meetings of NR, wherein CTU has suggested for concurrence from RVPN. In the NR meetings, CTU has confirmed that M/s HZL is free to receive connectivity for 105 MW power at ISTS network, however, to get connectivity of 95 MW which is connected to RVPN, it will require a concurrence from RVPN/Discoms.

In this regard, No Objection Certificate (NOC) is hereby issued to CTUIL regarding granting of connectivity to M/s HZL on ISTS network for 95 MW which is at present connected to RVPN/Discom network, with the condition that all rights of 220KV line between 220KV Kankroli(RVPN) to HZL premises shall remain with RVPN for its utilization to expand RVPN network as per TCOS-21 provisions.

Yours Sincerely

(S.C. MEENA)

ADDL. CHIEF ENGINEER (PP&D)

**RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED**  
[Corporate Identity Number (CIN): U40109RJ2000SGC016485]  
(Regd. Office: Vidyut Bhawan, Jan Path, Jyoti Nagar, Jaipur-302005)  
Office of the Superintending Engineer (Project & Planning)  
+ 91 – 141 – 2740623, Fax: +91 – 141 – 2740794  
Email: [se.pp@rvpn.co.in](mailto:se.pp@rvpn.co.in), website: [www.rvpn.co.in](http://www.rvpn.co.in)

No. RVPN/SE(P&P/XEN-2(P&P)/AE-2/F-362/D/761

Jaipur, Dt. 22/12/22

Sh. Kashish Bhambhani,  
The General Manager, CTUIL,  
Power Grid Corporation of India Ltd.,  
Plot No. 2, Saudamini, Section 29,  
Girgaon-122001.

Sub: Regarding request to issue concurrence of RVPN to CTU for grant  
of Bulk Consumer Connectivity to M/s HZL.

- Ref: 1. Letters dated 16.09.2022 & 08.12.2022 of M/s HZL.  
2. MoM of 10<sup>th</sup>, 11<sup>th</sup> & 12<sup>th</sup> Consultation meeting for evolving  
transmission schemes in Northern Region

Sir,

This is in reference to the aforesaid letters dated 16.09.2022 &  
08.12.2022 of M/s HZL, wherein M/s HZL had sought connectivity with  
ISTS (400/220 KV Kankroli (PG) Substation) for drawl of power upto  
200 MW on a continuous basis which has been discussed on 10<sup>th</sup>, 11<sup>th</sup>  
and 12<sup>th</sup> Consultation meetings of NR, wherein CTU has suggested for  
concurrence from RVPN. In the NR meetings, CTU has confirmed that  
M/s HZL is free to receive connectivity for 105 MW power at ISTS  
network, however, to get connectivity of 95 MW which is connected to  
RVPN, it will require concurrence from RVPN/ Discoms.

In this regard, No Objection Certificate (NOC) is hereby issued to CTUIL regarding granting of connectivity to M/s HZL on ISTS network for 95 MW which is at present connected to RVPN/ Discom network, with the condition that all rights of 220 KV line between 220 KV Kankroli (RVPN) to HZL remises shall remain with RVPN for its utilization to expand RVPN network as per TCOS-21 provisions.

Yours sincerely  
Sd/-  
(S.C. MEENA)  
ADDL. CHIEF ENGINEER (PP&D)

**Minutes of 14<sup>th</sup> Consultation Meeting for Evolving Transmission Schemes in Northern Region held on 23.12.2022**

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The 14<sup>th</sup> Consultation Meeting for Evolving Transmission Schemes in Northern Region (CMETS-NR) was held through VC on 23/12/2022. List of participants is enclosed at **Annexure-X**.

**1. Confirmation on the minutes of the 13<sup>th</sup> CMETS-NR meeting**

It was deliberated that the minutes of the 13<sup>th</sup> CMETS-NR meeting held on 30/11/2022 were issued vide letter dated 21/12/2022. However, it was informed that in the minutes circulated, for grant of St-II Connectivity to M/s TP Saurya Limited for 300 MW at Bikaner-III PS, the transmission system required for St-II Connectivity was inadvertently noted through 220 kV S/c (high capacity) line on D/c tower, however, “high capacity” line shall not be required in the instant case. Considering above, intimation for grant of St-II Connectivity was issued. Other than above, no comments were received, accordingly, minutes were confirmed as circulated.

Further, it was informed that Hon’ble CERC has notified the CERC (Connectivity and General Network Access (GNA) to the Inter-State Transmission System) Regulations, 2022. The GNA Regulations have come into operation with effect from 15-10-2022 except for provisions of Regulations 23 to 24, 26 to 36, 37.9, 38, 40 and 43, whose date of commencement shall be notified separately. However, notification for submission of fresh applications for Connectivity and GNA and their processing and grant of GNA Regulation had not been received by CTU.

Accordingly, it was informed that receipt of applications through NSWS portal under extant Connectivity Regulations has been resumed w.e.f. 00 hours of 01.12.2022. In view of this, St-I, St-II & LTA applications received in the month of Sep’22, Oct’22 & Nov’22 are being taken up for discussion in the present meeting. The detailed agenda was discussed as below:

**A. Application related matters in Northern Region****2. Proposal for grant of Connectivity to the applications received from Renewable Energy Sources**

It was informed that following Stage-I Connectivity applications were received in the month of Sep’22, Oct’22 & Nov’22 and were agreed to be granted as per the details below:

*Minutes for 14<sup>th</sup> Consultation meeting for Evolving Transmission Schemes in NR*

envisaged under the said system. In addition to this, the transmission system for present LTA, consists of Part-G of Ph-II Tr. System with commissioning schedule of Nov'23.

In addition, North-West Inter-regional system strengthening scheme shall also be required for LTA:

**Phase-I (For Short term) [Commissioning schedule: May'24.]**

1. Bypassing of 400 kV Kankroli - Bhinmal-Zerda line at Bhinmal to form 400 kV Kankroli – Zerda (direct) line #
2. Reconductoring of 400 kV Jodhpur (Surpura)(RVPN) – Kankroli S/c (twin moose) line with twin HTLS conductor\*-188 km

# with necessary arrangement for bypassing Kankroli- Zerda line at Bhinmal with suitable switching equipment inside the Bhinmal substation.

\* with minimum capacity of 1940 MVA/ckt at nominal voltage; Upgradation of existing 400kV bay equipment's each at Jodhpur (Surpura)(RVPN) and Kankroli S/s (3150 A)

Above scheme has been awarded with tentative timelines as Nov'23 for Bypassing arrangement & May'24 for Reconductoring part. Details of transmission system for present LTA is mentioned at **Annexure-II**.

Accordingly, it was agreed to grant LTA to M/s Juniper Green Cosmic Private Limited for 100 MW from Bikaner-II PS to Target NR (100 MW) from 31/01/2025 to 31/01/2050.

**5. Conventional Connectivity Application from M/s Hindustan Zinc Limited for 200 MW as Bulk Consumer**

It was deliberated that following 1 No. of Conventional Connectivity application from M/s Hindustan Zinc Limited was received in the month of July'22 with details as under:

Sl. No.	Application ID	Name of the Applicant	Application Type	Submission Date	Region	Project Location	Start Date of Connectivity	Quantum (MW)
1	0012100007	Hindustan Zinc Limited	Bulk Consumer	25.07.2022	NR	Rajasamand distt., Rajasthan	01.07.2024	200

- It was informed that Connectivity application from M/s HZL was deliberated in the 10<sup>th</sup>, 11<sup>th</sup> & 12<sup>th</sup> CMETS-NR meeting held on 30/08/2022, 30/09/2022 & 28/10/2022 respectively. It was informed that M/s Hindustan Zinc Ltd. (HZL) had applied for connectivity to the ISTS for 200 MW as a bulk consumer located at Rajasamand distt., Rajasthan with start date of Connectivity as 01/07/2024. As per the application, the bulk consumer entity is located close to the existing 400/220 kV Kankroli (PG) substation. Accordingly,

following transmission system was proposed for Connectivity to M/s HZL for 200 MW as Bulk Consumer in Rajasamand distt., Rajasthan:

- HZL– Kankroli (PG) 220kV D/c line along with associated line bays at both end- Cost about 50 Cr
- In the previous meetings, it was deliberated that as clause 1.4 of CERC Detailed Procedure *“The applicant (Generator/bulk consumer) already connected to grid (regional or state grid) or for which connectivity is already granted under the present arrangement, shall not be allowed to apply for additional connectivity for the same capacity. In case of extension of capacity of generator or bulk consumer, however, it shall be required to make application for connectivity as per the provisions of these procedures.”* Further, it was noted that in the CERC regulation, there is no provision of Dual Connectivity for same load as mentioned above, therefore, in case HZL is getting its demand served from RVPN/Rajasthan Discoms, have HZL approached/informed the utility for disconnection of connected load. HZL earlier informed that they have total load of 193 MW for which they have 2x91 MW captive thermal generation as well as 95 MVA sanctioned load from RVPN/DISCOM.
- Accordingly, CTU earlier stated that as there is no provision of Dual Connectivity for same load as mentioned above, therefore, as RVPNL has sanctioned load of 95 MW to HZL, following was proposed:
- HZL can apply for remaining quantum of 105 MW for Connectivity in ISTS. As current application of 200 MW quantum shall have change of more than 40% qualifying as material change in quantum of power to be interchanged necessitating a fresh application for 105 MW as per CERC connectivity regulation.
  - For disconnection of this 95 MW from STU/DISCOM network, HZL may take up the matter with RVPNL and present connectivity application can be discussed in the subsequent CMETS-NR meeting after final deliberations between RVPNL & HZL. HZL will inform on such development at the earliest so that further necessary action regarding application can be taken.
  - Accordingly, based on above, it was decided that HZL shall revert on their current application of 200 MW as bulk consumer in ISTS.
- However, HZL/RVPN response was awaited in this regard. Subsequently, RVPNL submitted NoC to providing Connectivity vide letter dated 22/12/22 to HZL at Kankroli Substation (PG). However, it was deliberated that M/s HZL shall abide with all the terms & conditions mentioned in the NoC issued by RVPNL.
- Further, it was also informed that there is no provision in the Electricity Act or in the 2009 Connectivity Regulations for construction of a dedicated transmission line by a bulk consumer. The same has also been noted by the Hon'ble Commission in the orders given to various Bulk consumers and has stated that *“We are not inclined to issue any general directions in this regard and such matters shall be decided on case to case basis depending upon specific circumstances and facts of the case”*.



*Minutes for 14<sup>th</sup> Consultation meeting for Evolving Transmission Schemes in NR*

- Further, CTU also stated that for 200 MW power transfer, based on receipt of LTA, requirement of 400/220kV ICT at Kankroli shall be studied.
- Accordingly, it was advised that M/s HZL shall have to approach CERC for decision on implementation modality of the dedicated line in instant case. Therefore, the transmission system as stated above was agreed for grant of Connectivity to M/s HZL for 200 MW as Bulk Consumer:
  - HZL– Kankroli (PG) 220kV D/c line along with associated line bays at both end (under the scope of applicant) [Line capacity shall be suitable to carry minimum 300 MW per circuit at nominal voltage]

## B. ISTS Expansion

### **Transmission system for evacuation of power from Rajasthan REZ Ph-IV (Part-2 :7.5GW) (Jaisalmer/Barmer Complex)**

It was deliberated that Renewable Energy Zones (REZs) were identified by MNRE/SECI with a total capacity of 181.5 GW for likely benefits by the year 2030 in eight states, which includes 75 GW REZ potential in Rajasthan comprising of 15 GW Wind and 60 GW Solar. In this regard a Committee on Transmission Planning for RE was constituted by MOP for planning of the requisite Inter State Transmission System required for the targeted RE capacity by 2030.

In this regard, a Comprehensive transmission plan for evacuation of 75GW RE potential from Rajasthan is evolved. As part of committee report as well as MNRE/SECI inputs, 12GW potential (Wind: 6GW, Solar: 6GW) along with 4GW BESS was envisaged at Fatehgarh-IV in Jaisalmer complex by 2030. Out of 12GW potential, 8GW potential (Wind: 4GW, Solar: 4GW) along with 2GW BESS considered by 2027 at Fatehgarh-IV PS.

Similarly, 7GW potential (Wind: 3GW, Solar: 4GW) along with 1.5 GW BESS envisaged at Barmer-I in Barmer complex by 2030. Out of 7GW potential, 6GW potential (Wind: 3GW, Solar: 3GW) along with 1GW BESS considered in Barmer-I by 2022.

S.No	Pooling Station	Total RE Potential (by 2030)		RE Potential (by 2027)		Net (Max) Dispatch Considered by 2027(GW)	Application Status
		Source	Capacity (GW)	Capacity (GW)	Capacity (GW)		
1	Fatehgarh-IV	Wind	6	4	4		

**Annexure-X****List of Participants of 14<sup>th</sup> Consultation meeting for Evolving Transmission Schemes in NR held on 23.12.2022****SECI**

Shri R. K. Agarwal	Consultant
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**POSOCO**

Shri Gaurav Malviya	Manager
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**CTU**

Shri Jasbir Singh	CGM (CTU)
Shri Kashish Bhambhani	GM (CTU)
Shri Sandeep Kumawat	Ch. Manager (CTU)
Smt. Ankita Singh	Ch. Manager (CTU)
Shri R Narendra Sathvik	Manager (CTU)
Shri Yatin Sharma	Dy. Manager (CTU)
Shri Roushan Kumar	Engineer (CTU)
Shri Madhusudan Meena	Engineer (CTU)

**DTL**

Shri Dinesh Singh	Manager Planning
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**RVPN**

Shri Sanjay Mathur	Executive Engineer
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**HVPNL**

Shri Rajesh Kumar Jangra

Executive Engineer/ System Study

**PTCUL**

Shri Ravi Shankar

**LTA/Connectivity Applicants**

Shri Radheshyam Goyal

Tepsol Sun Sparkle Pvt Ltd and Tepsol Saur Urja Pvt Ltd

Shri Sandeep Anand

Tepsol Sun Sparkle Pvt Ltd and Tepsol Saur Urja Pvt Ltd

Shri Bhagwat Singh

Malur Renewables Private Limited

Shri Mohit Jain

ReNew Dinkar Urja Private Limited

Shri Vishnu Khandelwal

Hindustan Zinc Limited

Shri Sumit Kaushik

Sunsure Energy Private Limited

Smt Poorva Pitke

Sprng Energy Private Limited

Shri Sourav Popli

Juniper Green Energy Pvt. Ltd.

Shri Keshav prasad

Bhadla Three SKP Green Ventures Private Limited

Shri Namit Jain

Abu Renewables India Pvt Ltd

Shri Yogesh Sanklecha

Acme Solar Holding Private Limited

Shri Ajay Pradhan

Acme Solar Holding Private Limited

Shri Ananth Raghavendra

Seven Renewable Power Pvt Ltd

Shri K A Vishwanath

XI Xergi Power Private Limited

Shri Kumar Vipul

Frugal Energy Private Limited

Shri Atul Bachikar

Luceo Solar Private Limited

Shri Santosh Narayan

The Tata Power Co Ltd

Shri Jyotiprakash Agarwal

Cannice Renewables Energy Private Limited

**CENTRAL TRANSMISSION UTILITY OF INDIA LTD.**

(A wholly owned subsidiary of Power Grid Corporation of India Limited)

(A Government of India Enterprise)

Ref no. C/CTU/N/05/0012100007

10/02/2023

**Shri Vishnu Khandelwal**  
Manager Renewable Power  
Hindustan Zinc Limited  
Yashad Bhawan, Udaipur, Rajasthan

**Sub: Grant of 200 MW Connectivity to M/s Hindustan Zinc Limited for its Zinc smelter Plant in Rajasamand distt., Rajasthan.**

Dear Sir,

We write with reference to your Bulk Consumer application no. 0012100007 (200 MW) dated 25/07/2022 for proposed Zinc Smelter Plant in Rajasamand distt., Rajasthan. The application was discussed in the 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup> & 14<sup>th</sup> Consultation Meeting for Evolving Transmission Schemes in Northern Region (CMETS-NR) regarding LTA & Connectivity applications in NR held on 30/08/2022, 30/09/2022, 28/10/2022 & 23/12/2022 respectively. In the 14<sup>th</sup> CMETS-NR meeting it was agreed to grant Connectivity to the applicant.

It is to mention that for the above grant of connectivity, applicant shall abide by all provisions of the CERC (Grant of Connectivity, Long Term Access and Medium Term Open Access in inter-State transmission system and related matters) Regulations, 2009 and amendments thereof. You are requested to sign the requisite Transmission Agreement within 30 days of issue of this intimation as applicable under relevant CERC Regulations.

You may contact at the following address for signing the referred agreement.

**Chief General Manager (Commercial, Regulatory & Legal)**  
Central Transmission Utility of India Limited  
Saudamini, Plot No. – 2, Sector – 29,  
Near IFFCO Chowk, Gurgaon – 122 001  
Tel: 0124-2822317

Thanking you,

Yours faithfully,

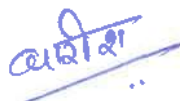
  
(Kashish Bhambhani)  
General Manager (CTU)

**Copy to:**

<b>Chief Engineer (PSP&amp;A-I)</b> Central Electricity Authority Sewa Bhawan, R K Puram New Delhi – 110 066.	<b>Member Secretary</b> Northern Region Power Committee Shaheed Jeet Singh Sansanwal Marg, Katwaria Sarai, New Delhi- 110016
<b>Executive Director</b> NLDC Grid India (erstwhile Power System Operation Corporation Ltd.) B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi -110016	<b>Executive Director</b> Northern Regional Load Despatch Centre 18-A, Shaheed Jeet Singh Sansanwal Marg, Katwaria Sarai, New Delhi-110016

**Intimation for Grant of Connectivity**

- |           |  |  |
|-----------|--|--|
| <b>1</b>  | <b>Intimation No.</b><br><b>Date :</b>   | C/CTU/N/05/0012100007<br>10/02/2023  |
| <b>2</b>  | <b>Ref. Application No.</b><br><b>Date :</b>   | 0012100007<br>25/07/2022   |
| <b>3</b>  | <b>Name of the Applicant</b>   | Hindustan Zinc Limited   |
| <b>4</b>  | <b>Address for Correspondence</b>  | Yashad Bhawan, Udaipur, Rajasthan  |
| <b>5</b>  | <b>Nature of the Applicant</b><br>Generator (other than captive)<br>Captive Generator<br>Bulk Consumer<br>Solar Park Developer | Bulk Consumer  |
| <b>6</b>  | <b>Details for Connectivity</b>  |  |
| <b>6a</b> | Capacity (MW) for which connectivity is granted  | 200 MW   |
| <b>6b</b> | Point at which Connectivity is granted   | 220 kV switchyard of 400/220 kV Kankroli (PG) PS   |
| <b>6c</b> | Date from which connectivity is granted  | 01/07/2024   |
| <b>6d</b> | Transmission System Required for Connectivity  | HZL– Kankroli (PG) 220kV D/c line along with associated line bays at both end (under the scope of applicant)<br>[Line capacity shall be suitable to carry minimum 300 MW per circuit at nominal voltage] |
| <b>6e</b> | Implementing Agency for transmission system required for connectivity  | ISTS licensee (For implementation modalities, applicant need to approach CERC) -Refer Note-1   |
| <b>6f</b> | Agencies between which agreement is to be signed for implementation of transmission system required for connectivity           | - Refer Note-1   |
| <b>7</b>  | Transmission Charges Applicable for the dedicated line   | - Refer Note-1   |
| <b>8</b>  | Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant   | NA   |



**9 Location of the Generating Station / Bulk Consumer**

Nearest Village / Town	Dariba
District	Rajasamand
State	Rajasthan
Latitude	24.9616415
Longitude	74.1196390

**10 Installed Capacity of the Generating Station/Load**

Load 200 MW

**11 Commissioning Schedule of the Generating Station/ Load**

Load 01/07/2024

**Note:**

1. Applicant to bear Transmission Charges for dedicated transmission system. Applicant to approach to CERC for modalities of implementation of dedicated transmission system in ISTS through ISTS licensee.
2. This grant of Connectivity has been made based on the details submitted by the applicant on Affidavit to the nodal agency. It is incumbent on the applicant to complete the bays at both ends by the date from which Connectivity is sought/granted.
3. CEA vide order dated 09.11.2020, has mandated all power generating stations of 0.5 MW or above capacity to register themselves on CEA e-portal and get a Unique Registration Number (URN). The same is required as per Regulation 11 of Technical Standards for Connectivity with the Grid Regulations, 2007 and its amendment thereof.
4. The Applicant shall furnish additional details to CTU for signing of "Connection Agreement" as per FORMAT-CON-4. These details are to be furnished to CTU at least 2 (two) years prior to physical interconnection. Delayed submission may affect timely interconnection and all liabilities shall be on account of the connectivity grantee. CTU will process the above information and will intimate the connection details pursuant to which the applicant shall sign "Connection Agreement" as per FORMAT-CON-6 with CTU prior to the physical interconnection. In case, the Connectivity is granted to the ISTS of an inter-state transmission licensee other than the CTU, a tripartite agreement is to be signed between the applicant, the Central Transmission Utility and such inter-state transmission licensee, in line with the provisions of the regulations.
5. Applicant shall have to inform date of synchronization, quantum and period of injection of infirm power before being put into commercial operation to the SLDC/RLDC concerned at least one month in advance and obtain their concurrence for the same. It is the connectivity grantee's responsibility to avoid any delay in submission of above information.
6. As per the Connectivity Regulations, the Grant of Connectivity shall not entitle an applicant to inter-change any power with the grid unless it obtains LTA, MTOA or STOA. Further, since MTOA & STOA are granted on the margins available in the system and assured transfer of power is granted only with the LTA for which system strengthening may be required. Therefore, the applicants are advised to apply for the LTA well in advance to assure power evacuation & transfer to its beneficiaries under LTA.

7. That the applicant shall keep the CTU and RLDC/NLDC indemnified at all times and shall undertake to indemnify, defend and keep the CTU, RLDC/NLDC harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and; all other obligations by or to third parties, arising out of or resulting from the grant of Connectivity.
8. The grantee shall abide by all provisions of (i) the Electricity Act, 2003 and amendments thereof; (ii) the CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 and amendments thereof; (iii) Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and amendments thereof; (iv) Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulations, 2010 and amendments thereof; (v) Central Electricity Authority (Grid Standard) Regulations, 2010; (vi) Central Electricity Authority (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulations, 2011; (vii) Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010 and amendments thereof; (viii) Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and amendments thereof; (ix) Central Electricity Authority (Technical Standards for Communication System in Power System Operations) Regulations, 2020; (x) Central Electricity Regulatory Commission (Communication System for Inter –State transmission of Electricity) regulations, 2017 (xi) Indian Electricity Grid Code, 2010 Regulation, as amended from time to time, and any other applicable Standards/Regulations(xii) CEA “Manual of Communication Planning in Power System Operation” in March, 2022 (xiii) CEA (Cyber Security in Power Sector) Guidelines 2021.


9. **(i) Communication Requirement:**

The grantee shall provide Fibre Optic based communication system comprising of OPGW cable (having minimum 12 Fibers) & hardware fittings for the dedicated transmission line and with FOTE (STM-16) terminal equipment, FODP, and approach cables at the Generating station. At ISTS station, the OPGW shall be terminated in Junction box to be mounted at Terminal Gantry by the grantee. The FOTE (STM-16), FODP and approach cable at ISTS station are to be provided by the bay owner (in this case scope of the applicant) at their bay kiosk, applicant shall provide suitable optical interface for local patching with the FOTE of Control Room of Kankroli (PG) S/s, The applicant shall coordinate for all necessary support with the ISTS s/s owner for successful commissioning of the communication system. The communication system shall facilitate for telemetry data communication, voice communication and tele-protection. Wherever, transmission line is routed through multi circuit towers, an OPGW of 48 Fibers shall be considered in Multi Circuit Portion.

**(ii) Cyber Security requirement:**

Applicant to provide Next Generation Firewall as per the specification/ features uploaded at CTU website.

Place: Gurgaon  
Date: 10/02/2023

  
Name: (Kashish Bhambhani)  
Designation: General Manager (CTU)



**Annexure A-9****CENTRAL ELECTRICITY REGULATORY COMMISSION  
NEW DELHI****Petition No. 124/MP/2021****Coram:****Shri I.S. Jha, Member****Shri Arun Goyal, Member****Shri P.K. Singh, Member****Date of Order: 05.01.2022****In the matter of**

Petition under Section 79 of the Electricity Act, 2003, read with Section 38 and Regulations 33A and 33B of the CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) (Sixth Amendment) Regulations, 2017, thereby imploring Hon'ble Commission to exercise its regulatory powers, as well as its Power to Relax and to Remove Difficulties, for the purpose of facilitating the Petitioner to obtain connectivity for its oil refinery located at Moti Khavadi, Jamnagar, Gujarat to the CTU network, at the nearest ISTS pooling station, which is located at Jam Khambhaliya, in order to source/ procure 500 MW of renewable power for its refinery.

**And in the matter of**

M/s. Reliance Industries Limited,  
Through its Authorised Signatory,  
PO: Motikhavadi, Meghpar, Padana Gagva,  
Jamnagar, Gujarat-361140

**....Petitioner****Vs**

1. Central Transmission Utility of India Limited,  
Plot No.2, Sector-29,  
Gurugram, Haryana-122001
2. Power Grid Corporation of India Limited,  
B-9, Qutab Institutional Area, Katwaria Sarai,  
New Delhi-110016
3. Western Region Power Committee (WRPC),  
Member Secretary,  
MIDC Area, Marol, Andheri East,  
Mumbai – 4000093

**....Respondents**

**Parties Present:** Shri Sanjay Sen, Senior Advocate, RIL  
 Shri Hemant Singh, Advocate, RIL  
 Shri Harshit Singh, Advocate, RIL  
 Ms. Suparna Srivastava, Advocate, PGCIL  
 Shri Tushar Mathur, Advocate, PGCIL  
 Ms. Soumya Singh, Advocate, PGCIL  
 Shri Swapnil Verma, CTUIL  
 Shri Siddharth Sharma, CTUIL  
 Shri Ranjeet Singh Rajput, CTUIL  
 Shri P. S. Das, CTUIL  
 Shri Bhaskar Wagh, CTUIL

### **ORDER**

The instant petition has been filed by Reliance Industries Limited (RIL) which is having oil refinery located at Moti Khavadi, Jamnagar, Gujarat, with a total load of 1450 MW and captive generation capacity of 1750 MW. The said refinery is operating in island mode from the local grid since last 20 years. RIL has applied to Respondent No. 1, Central Transmission Utility of India Ltd. (CTUIL) for connectivity to the ISTS (inter-State transmission system) for a quantum of 500 MW, as a “bulk consumer” located at Moti Khavdi, Jamnagar, Gujarat.

2. The Petitioner has made the following prayers:

*“a) Issue appropriate directions upon the Central Transmission Utility of India Limited/ Respondent No. 1, and/ or PGCIL, to take steps for providing connectivity to the Jamnagar Facility of the Petitioner with ISTS pooling station located at Jam Khambaliya for the purpose of procuring 500 MW power through open access or otherwise, by planning and coordinating the construction of the transmission line, in terms of the Connectivity Application No. 1200002871 dated 02.10.2020;*

*b) Pass any order and/or any such orders as this Hon’ble Commission may deem fit and proper under the facts and circumstances of the present case and in the interest of justice.”*

### **Submissions of the Petitioner**

3. The Petitioner vide affidavit dated 20.09.2021 has submitted as follows:



(a) The Petitioner has applied for connectivity to ISTS for a quantum of 500 MW, as a “bulk consumer” from 01.01.2022.

(b) The proposed connectivity with ISTS is envisaged with 400 kV D/c overhead lines (dedicated transmission line) for import of around 500 MW of renewable power. For the said purpose, the Petitioner will establish a 2X250 MVA, 400/220 kV sub-station at their end, which will be inter-connected with 220 kV network of the Petitioner at its four locations through underground cables.

(c) During 53<sup>rd</sup> meeting of Western Region constituents held on 27.11.2020 regarding Long Term Access (LTA) and Connectivity applications made in the Western Region, it was observed that there is no provision in the Electricity Act, 2003 (hereinafter referred to as “the Act”) or the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 (hereinafter referred to as “the Connectivity Regulations”) for construction of a dedicated transmission line by the bulk consumer. In the meeting, inter alia, specific reliance was placed on the Order dated 29.01.2020 passed by the Commission in Petition No. 299/MP/2018. Accordingly, in the said meeting, the Petitioner was advised to approach the Commission for finalizing the modalities of construction of the transmission system up to Jam Khambhaliya pooling station.

(d) Section 38 of the Electricity Act, 2003 entitles the Petitioner to avail open access to ISTS, and connectivity thereof. Further, the first proviso to Regulation 3 of the Connectivity Regulations provides that no generating station or a bulk consumer can avail long term or medium-term open access, without availing connectivity. Hence, obtaining connectivity with the grid is vital for availing open access.

(e) Regulation 2(c) of the Connectivity Regulations recognises a “bulk consumer” as a consumer which has a load of 100 MW or above. Since the



requirement of renewable power through open access is 500 MW, the Petitioner qualifies as a bulk consumer.

(f) Regulation 8 of the Connectivity Regulations provides the protocol qua construction of dedicated transmission lines for obtaining connectivity with ISTS. However, under the said Regulation, the said right to construct such a line has been vested with a generating company, and not with a consumer/bulk consumer.

(g) Vide order dated 29.01.2020 in Petition No. 299/MP/2018, the Commission issued appropriate directions for ensuring connectivity with ISTS to the bulk consumer.

(h) In view of the said decision, it is only the CTUIL which has to plan transmission elements of ISTS, including planning construction of the transmission line, which thereafter needs to be constructed by PGCIL, for the purpose of providing connectivity to the Petitioner with ISTS. Hence, in the present petition, the Petitioner is seeking a direction to CTUIL/ PGCIL to take steps for construction of the transmission line for enabling the Petitioner to avail connectivity with ISTS.

(i) The Petitioner made an application to CTUIL/ PGCIL on 11.09.2020 for grant of grid connectivity under the category of a “bulk consumer”.

(j) Since the connectivity with the grid is the pre-requisite for availing open access, connectivity cannot be denied on account of absence of any provision in the Connectivity Regulations. The right to seek connectivity with the transmission system is implicit within the scheme of Section 38 of the Act read with the extant regulations. The right of open access and connectivity are recognized under the parent statute.

(k) Section 79(1)(c) of the Act provides that the Commission has powers to “regulate” inter-state transmission of electricity. The Commission ought to



invoke its regulatory jurisdiction for the purpose of creating a protocol to plan and construct the transmission line, so as to enable the Petitioner to avail connectivity with ISTS.

(l) The Commission can also exercise powers available under Regulation 33A and 33B of the Connectivity Regulations for removing the difficulty which has arisen in the present case, on account of the silence of the Connectivity Regulations qua the protocol for providing connectivity to a bulk consumer.

**Proceedings during the hearing dated 13.7.2021**

4. The Petitioner submitted that as per the Connectivity Regulations, a “bulk consumer” can also apply for connectivity. However, there is no provision in the Act or in the Connectivity Regulations for construction of dedicated transmission line (DTL) by a “bulk consumer”. The Petitioner also submitted that Regulation 3, Regulation 5 and Regulation 8 of the Connectivity Regulations enable the Petitioner to apply for connectivity and Petitioner is willing to carry out all its obligations for grant of such connectivity including the cost of construction of ISTS.

5. CTUIL submitted that there is no difficulty in granting connectivity to the Petitioner for a quantum of 500 MW at Moti Khavdi, Jamnagar, Gujarat. However, there is no provision in the Act or in the Connectivity Regulations for construction of DTL by a “bulk consumer”.

6. The Commission directed CTUIL to undertake a study as per the Connectivity Regulations for identifying the infrastructure required for the purpose of providing connectivity to the Petitioner and the financial implications, if any, and to submit a report.



## **Submissions of CTUIL**

7. Respondent CTUIL vide affidavit dated 10.9.2021 has submitted as follows:

(a) The Petitioner's application was deliberated in the 53<sup>rd</sup> meeting of Western Region constituents regarding connectivity/ LTA applications held on 27.11.2020 wherein the Petitioner proposed to:

- (i) establish a 2x250 MVA, 400/220 kV sub-station at their end which could then be interconnected with 220 kV network of the Petitioner at 4 locations through underground cables; and
- (ii) develop the 400 kV connectivity/ dedicated line from the above substation to Jam Khambhaliya pooling station of ISTS, provided that the same was allowed by the extant regulations or in the alternate, the line could also be developed under ISTS.

(b) In the absence of regulatory clarity, the Petitioner's application for grant of connectivity continues to remain pending with CTUIL.

(c) "Open access" to ISTS is a statutory mandate under the Act and is available to a consumer as well. Definition of "supply" under Section 2(70) of the Electricity Act, 2003 reads as follows:-

*"(70) 'supply', in relation to electricity, means the sale of electricity to a licensee or consumer;"*


(d) A conjoint reading of the provisions of the Act dictate that the 'licensee' referred to in the Section 2(15) of the Act means a distribution licensee only.

(e) Any 'consumer' of electricity, intending to avail supply of a minimum load of 100 MW qualifies a 'bulk consumer' whose premises are connected with the system of an ISTS licensee. Statement of Objects and Reasons of the Connectivity Regulations dated 31.3.2009 issued by the Commission, mentions as under:

*"40. Regulation 8 (numbered as Regulation 12 in the earlier draft) dealing with the grant of connectivity has been modified duly taking into account the suggestions/comments of the stakeholders. As discussed earlier, the scope of this regulation for connectivity has been enlarged to include captive generators*



*and bulk consumers; details required to be submitted; inter-connection study by nodal agency; consultation with agencies involved in inter-state transmission system and other requirements.....”*

(f) Thus, the clear intention has been to enlarge the scope of Regulation 8 of the Connectivity Regulations so as to include bulk consumers as well as captive generators under its purview for gaining connectivity to ISTS. However, the clause (8) of Regulation 8 of the Connectivity Regulations restricts the scope to include only generating stations for implementation of the connectivity/ dedicated line. 

(g) On an earlier occasion, BALCO as a bulk consumer of electricity, and being a grantee of connectivity, had approached the Commission by filing Petition No.299/MP/2018 seeking directions regarding construction modalities for the BALCO–Dharamjaygarh 400 kV 2<sup>nd</sup> D/C line. Vide its order dated 29.01.2020 and based on the recommendations of a committee constituted for examining the construction modalities, the Commission observed the following:

(i) for qualifying a line as connectivity/ dedicated transmission line, one point of such line was necessarily to terminate at generating station or captive generating station and as such, a line connecting a bulk consumer with ISTS could not be regarded as a dedicated transmission line as defined under the Act; and

(ii) there was no provision in the Act or in the Connectivity Regulations for construction of a connectivity/ dedicated transmission line by a bulk consumer and as such BALCO could not be permitted to construct such a dedicated transmission line.

(h) Furthermore, unlike in the case of BALCO, there is no existing grid connectivity arrangement of the Petitioner with ISTS which can be used for drawal of additional power, which was a relevant consideration for the Committee while deliberating upon the connectivity modalities for BALCO.

(i) CTUIL has undertaken a detailed study for identifying the infrastructure for grant of connectivity to the Petitioner and its financial implications.



(j) The Commission may take a comprehensive view regarding the issue of grant of connectivity to the bulk consumer category and the implementation modalities, metering, accounting and billing arrangements for construction and owning of a transmission line connecting the premises of bulk consumer to ISTS.

**Rejoinder of the Petitioner to reply of CTUIL**

8. The Petitioner vide Affidavit dated 27.9.2021 has submitted that CTUIL has supported the case of the Petitioner that the Petitioner as a bulk consumer, has a right to avail open access and consequently, right of connectivity with ISTS. The Commission may issue appropriate directions to the Respondent No. 1 (CTUIL) for providing connectivity to the Jamnagar facility of the Petitioner with ISTS pooling station located at Jam Khambaliya for the purpose of procuring 500 MW power through open access or otherwise, by planning and coordinating the construction of the transmission line, in terms of the Connectivity Application (No. 1200002871 dated 02.10.2020).

**Proceedings during the hearing dated 12.10.2021**

9. The Petitioner submitted that as per the directions of the Commission vide RoP dated 13.07.2021, CTUIL has conducted a study wherein CTUIL has submitted that ISTS connectivity to the Petitioner/ RIL for its oil refinery at Moti Khavdi, Jamnagar, Gujarat as Bulk Consumer for 500 MW may be granted at 400/220 kV Jam Khambhaliya (GIS) PS. Further, the Petitioner submitted that it shall be the long-term user of the said line, but cannot be the owner of the line.

10. CTUIL submitted that RIL has already agreed to bear the cost of the said inter-connecting line and the Commission may decide on the modalities of





construction of the said line which may also set precedence for all such future cases.

11. The Commission directed CTUIL to consult the constituents/ stakeholders on the aspects like who will construct the transmission line, who will own the transmission line and how the transmission charges of the transmission line will be billed and submit a report on these issues. The Commission further observed that it would be better if a transmission licensee constructs the transmission line and its transmission charges may not be included in the PoC pool but may be recovered on a bilateral basis.

12. In compliance of ROP for hearing dated 12.10.2021, CTUIL vide affidavit dated 12.11.2021 has submitted the report based on a meeting convened on 15.10.2021 with representatives of CTUIL, CEA, WRLDC, GETCO and RIL, summarizing the discussion, issue in hand and probable alternatives to sort out the same.

### **Analysis and Decision**

13. The Petitioner, Reliance Industries Limited (RIL) has an oil refinery located at Moti Khavadi, Jamnagar, Gujarat, with a total load of 1450 MW and captive generation capacity of 1750 MW. RIL has applied to CTUIL for connectivity to the ISTS for a quantum of 500 MW, as a “bulk consumer”. The Jamnagar facility of the Petitioner is located within a distance of around 60 km from the proposed Jam Khambhaliya ISTS pooling station. The Petitioner has sought connectivity through 400 kV D/C overhead lines (dedicated transmission line) for import of renewable power for meeting its Renewable Power Obligation (RPO). However, as per the Act



and the Connectivity Regulations, a bulk consumer cannot construct a dedicated transmission line. Therefore, during 53<sup>rd</sup> meeting of Western Region constituents held on 27.11.2020, RIL was asked to approach the Commission for finalisation of the modalities of the interconnecting transmission line from its Jamnagar refinery to Jam khambaliya ISTS Pooling Station. Accordingly, the Petitioner has filed the instant Petition.

14. The Petitioner has submitted that Regulation 3, Regulation 5 and Regulation 8 of the Connectivity Regulations enable the Petitioner to apply for connectivity and that the Petitioner is willing to carry out all its obligations for grant of such connectivity including the cost of construction of transmission line for connectivity to ISTS.

15. CTUIL has submitted that there is no difficulty in granting connectivity to the Petitioner for a quantum of 500 MW at Moti Khavdi, Jamnagar, Gujarat. However, there is no provision in the Act or in the CERC Connectivity Regulations 2009 for construction of DTL by a “bulk consumer”. In the absence of regulatory clarity, the Commission may take a comprehensive view regarding the issue of grant of connectivity to the bulk consumer category and the implementation modalities, metering, accounting and billing arrangements for construction and owning of a transmission line connecting the premises of the bulk consumer to ISTS.

16. CTUIL has submitted the results of system study and estimated cost of the transmission line to connect the Petitioner to ISTS as follows:

***“Observations:***



Studies reveals the power flow on various lines in the vicinity of Jam Khambhaliya PS is generally in order with 500 MW drawl by M/s RIL as bulk consumer at Jamnagar, Gujarat, under normal as well as various contingency conditions. Further, no overloading of lines have been observed.

### 3. Summary:

The ISTS connectivity to M/s RIL for 500 MW as Bulk Consumer for its Oil Refinery at Moti Khavdi, Jamnagar, Gujarat may be granted at 400/220kV Jam Khambhaliya (GIS) PS with the transmission system mentioned below:

- Reliance Industries Ltd. (Oil Refinery) (GIS) – Jam khambhaliya (SIS) PS 400 kV D/c (Twin Moose) line along with associated line bays at ISTS ends – 60 km approx. (Bays at Bulk Consumer end shall be under the scope of M/s RIL)
- Estimated Cost ≈ Rs 114 Cr. (Details enclosed at Annexure-I)”

.....  
.....

### Annexure-I

#### **CONNECTIVITY TRANSMISSION SYSTEM FOR M/S RIL**

Sl. No.	Particulars	Unit cost on Sep-20 PL	No.	Sub-Total	TOTAL
		A	B	C=AXB	D=1.18XC
1.	<b>Transmission Line</b>				
	RIL – Jamkhambhaliya (GIS) 400V D/c line (Twin Moose)	1.21	60	72.6	85.67
2.	<b>Substation</b>				
	400kV line bays at Jam Khambhaliya (GIS)	11.82	2	23.64	27.90
	400kV line bays at RIL (GIS) (under the scope of M/s RIL)	11.82	0	0	0.00
	<b>GRAND TOTAL</b>				<b>113.56</b>

”

17. CTUIL vide affidavit dated 12.11.2021 has submitted another report on the modalities for implementation of the aforesaid interconnecting line for connectivity of the Petitioner as a bulk consumer for its oil refinery at Jamnagar suggesting options for implementation of the said line.

18. Sections 38(2)(c) and 38(2)(d) of the Act reads as:

**“Section 38. (Central Transmission Utility and functions): ---- (1) The Central Government may notify any Government company as the Central Transmission Utility:**

.....



(2) *The functions of the Central Transmission Utility shall be –*

(a) .....

(c) *to ensure development of an efficient, co-ordinated and economical system of inter-State transmission lines for smooth flow of electricity from generating stations to the load centres;*

(d) *to provide non-discriminatory open access to its transmission system for use by -*

*(i) any licensee or generating company on payment of the transmission charges; or*

*(ii) any consumer as and when such open access is provided by the State Commission under sub-section (2) of section 42, on payment of the transmission charges and a surcharge thereon, as may be specified by the Central Commission.”*

19. Section 2(15) of the Act defines consumer as:

**“2. Definitions.**

(1) .....

*(15) "consumer" means any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be.”*

20. As per conjoint reading of the above, “Open access” is a statutory mandate under the Act and is available to a consumer as well. The intent of the Legislature being to promote open Access, it is stated as “there would be open access in transmission from the outset with provision for surcharge for taking care of current level of cross-subsidy with the surcharge being gradually phased out”. We have considered that CTUIL is required to ensure development of the transmission network, and to provide “non-discriminatory” open access to its transmission system (i.e., ISTS) for use by any licensee or generating company or a consumer.



21. CTUIL has submitted that a meeting was convened on 25.10.2021 with representatives of RIL, CEA, POSOCO and other WR constituents. Based on the consultations in the meeting, CTUIL has submitted a report suggesting the following two options to implement the dedicated transmission line:

**“Conclusion:**

*Accordingly, after consultation with stakeholders two options have emerged regarding implementation modalities of transmission system for connectivity of M/s RIL as a bulk consumer and for sharing of its transmission charges:*

**Option 1:**

*M/s RIL may set up a Special Purpose Vehicle (SPV) for implementation of the interconnecting line for Connectivity of its Oil Refinery as a Bulk Consumer. The SPV may obtain transmission license for implementation of the subject interconnecting line from CERC. After grant of the transmission license, M/s RIL can implement the transmission system for Connectivity via the SPV. The transmission line would in this case be owned by the SPV and billing would be done bilaterally by the SPV to M/s RIL (based on trilateral agreement between the SPV, M/s RIL and CTU) for the entire useful life of the asset i.e. 35 years as per prevailing norms of CERC Regulations. The bill would be outside purview of the POC pool and suitable payment security/guarantee mechanism needs to be incorporated in the Agreement as protection against default of transmission charges payment/surrender of connectivity by M/s RIL, prior to completion of the useful life of the transmission assets.*

**Option 2:**

*Implementation of the interconnecting line for Connectivity as a Bulk Consumer can also be carried out by POWERGRID under nomination basis. In this case the Connectivity line would be owned by POWERGRID and billing would be done bilaterally by POWERGRID to M/s RIL (based on trilateral agreement between the SPV, M/s RIL and CTU) for the entire useful life of the asset i.e. 35 years as per prevailing norms of CERC Regulations and the same would be outside purview of the POC pool. Also, suitable payment security/guarantee mechanism is required to be devised as protection against default of transmission charge payment/surrender of connectivity by M/s RIL, prior to completion of the useful life of the transmission assets.*

*It is submitted that the Hon’ble Commission may further direct regarding the mode of implementation of transmission system for connectivity to M/s RIL as a bulk consumer.”*

22. The said report also states that

*“M/s RIL informed that they are of the view that line may be constructed by POWERGRID on nomination basis for fast-tracking implementation of the same and the applicable transmission charges would be paid by M/s RIL on a monthly basis to POWERGRID. They further added that implementation of line through SPV would*



*result in delay in construction of transmission system and the same is not agreeable to them.”*

23. We take note that during the meeting held on 25.10.2021, the Petitioner has shown inclination for option 2 i.e. construction of dedicated transmission line through PGCIL, a transmission licensee.

24. Accordingly, the Petitioner is at liberty to approach PGCIL for implementation of the said transmission line from RIL Refinery (Jamnagar) to Jamkhambaliya S/S of ISTS, with the cost of construction of transmission line for connectivity to ISTS to be borne by the Petitioner. As PGCIL was not a part of the meeting held on 25.10.2021, the Petitioner is also at liberty to approach some other licensee for implementation of the said transmission line. Transmission charges for the said transmission line shall be as mutually agreed between the Petitioner and PGCIL or other licensee, as the case may be. Such transmission charges shall not be included in Yearly transmission charges under the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2020. Further, the payment security and other modalities shall be dealt bilaterally between the Petitioner and PGCIL or other licensee, as the case may be.

25. The transmission licensee implementing the said transmission line from RIL Refinery (Jamnagar) to Jamkhambaliya S/S of ISTS shall approach the Commission for appropriate amendments of its license.

26. Further, we direct that metering and accounting shall be done at the ISTS interface point at Jam Khambaliya ISTS sub-station since transmission losses for the transmission system to be constructed is to be borne by the Petitioner itself.



27. We direct CTUIL to grant the connectivity to the Petitioner as a bulk consumer as per provisions of the Connectivity Regulations, subject to the conditions as mentioned in paragraph 24, paragraph 25 and paragraph 26 above.

28. CTUIL has requested that a comprehensive view may be taken by the Commission regarding the issue of grant of connectivity to bulk consumer and the implementation modalities, metering, accounting and billing arrangements for construction and owning of a transmission line connecting the premises of the bulk consumer to ISTS. We are not inclined to issue any general directions in this regard and such matters shall be decided on case to case basis depending upon specific circumstances and facts of the case.

29. Petition No. 124/MP/2021 is disposed of in terms of the above.

Sd/  
**(P.K. Singh)**  
Member

Sd/  
**(Arun Goyal)**  
Member

Sd/  
**(I.S. Jha)**  
Member





**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY  
COMMISSION, NEW DELHI**

**PETITION NO.      OF 2023**

**IN THE MATTER OF:**

Petition under section 79 of the Electricity Act, 2003, read with section 38 and Regulations 33A (*Power to Relax*) and 33B (*Power to Remove Difficulty*) of the CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009, thereby invoking the regulatory powers of the Hon'ble Commission, as well as its Power to Relax and to Remove Difficulties, seeking the guidance of the Hon'ble Commission on implementation modality of the dedicated line that is necessary to operationalize the connectivity granted to Hindustan Zinc Ltd. for 200 MW as a Bulk Consumer.

**AND IN THE MATTER OF:**

1. **SERENTINCA RENEWABLE INDIA 4 PVT. LTD,**

Through its Authorised Signatory,  
Its registered office located at DLF Cyber Park,  
9th Floor, Tower B, Udhog Vihar, Sector 20,  
Phase-3, Gurugram – 122008

**AND**

2. **HINDUSTAN ZINC LIMITED,**

Through its Authorised Signatory,  
Its registered office located Yashad Bhavan,  
Udaipur, Rajasthan- 313004

**...PETITIONERS**



## VERSUS

1. **CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED,**  
Plot No. 2, Sector-29,  
Gurugram, Haryana-122001.
2. **NORTHERN REGIONAL POWER COMMITTEE (NRPC),**  
Member Secretary,  
G5QQ+W4J, NRPC, Shaheed Jeet Singh Marg,  
Qutab Institutional Area, New Delhi, Delhi 110016

... RESPONDENTS

**PETITION UNDER SECTION 79 READ WITH SECTION 38 OF THE  
ELECTRICITY ACT, 2003 AND REGULATIONS 33A (*Power to Relax*)  
AND 33B (*Power to Remove Difficulty*) OF THE CERC (GRANT OF  
CONNECTIVITY, LONG-TERM ACCESS AND MEDIUM-TERM  
OPEN ACCESS IN INTERSTATE TRANSMISSION AND RELATED  
MATTERS) REGULATIONS, 2009**

MOST RESPECTFULLY SHOWETH

1. The Petitioner no. 1, M/s Serentica Renewable India 4 Pvt. Ltd (hereinafter referred to as “**SRI4PL/ Petitioner No. 1**”), is a company incorporated under the Companies Act, 2013, and is part of the Serentica Renewables Group (hereinafter referred to as “**Serentica**”). Serentica inter alia provides round-the-clock renewable energy enabling the transition of large-scale, energy-intensive industries to clean energy. The company is focused on industrial decarbonization, by making

renewables the primary source of energy for the commercial & industrial segment which consumes more than 50% of the electricity generated in India. Serentica aims to provide assured renewable energy through a combination of solar, wind, energy storage and balancing solutions. In the medium-term, Serentica aims to install 5000MW of carbon-free generation capacity coupled with different storage technologies. Eventually, it aims to supply over 15 billion units of clean energy annually and displace 20 million tonnes of CO<sub>2</sub> emissions.

2. The Petitioner no. 2, M/s Hindustan Zinc Limited (hereinafter referred to as **"HZL/ Petitioner no. 2"**), is a company registered under the Indian laws, and is India's largest and world's second largest zinc-lead miner. HZL is a subsidiary of Vedanta Limited which owns 64.9% stake in the Company while the Government of India retains a 29.5% stake. HZL has facilities located in five (5) districts of Rajasthan which namely Udaipur, Chittorgarh, Bhilwara, Rajsamand and Ajmer along with one district of Uttarakhand. The facilities include Zawar Group of Mines, Rajpura Dariba Mine, Sindesar Khurd Mine, Rampura Agucha Mine and Kayad Mine along with zinc-lead processing facilities which include a smelter at Debari, Chanderiya and Dariba and a silver refinery at Pantnagar in Uttarakhand.

#### A. BACKGROUND TO THE PETITION

3. It is submitted that on 25.07.2022 the Petitioner no. 2 had applied for connectivity to the Inter-State Transmission network operated by the Central Transmission Utility of India Limited (hereinafter referred to as **"Respondent No. 1/ CTUIL"**) for a quantum of 200 MW, as a "bulk consumer" for its facility i.e Zinc smelter plant located at Rajsamand

district of Rajasthan with start date of connectivity as 01.07.2024 vide connectivity application ID bearing no. 0012100007 .This facility of the Petitioner is located close to the existing 400/220 kV ISTS Kankroli (PG) substation of CTUIL i.e. Respondent no, 1 (hereinafter referred to as **“Rajasamand Facility”**).

4. It is stated that the facility of the petitioner no. 2 located in Rajasamand, Rajasthan which is proposed to be connected to the Inter State Transmission System for meeting its energy requirement including green energy by procuring power under captive arrangements. The aforesaid proposed connectivity of Rajasamand Facility with the Inter-State Transmission System (hereinafter referred to as **“ISTS”**) is envisaged with 220 kV D/c overhead lines (dedicated transmission line) for import of around 200 MW of Renewable Power as a bulk consumer. The said facility is located close to the ISTS Kankroli (PG) substation, Rajasamand District, Rajasthan.
5. It is submitted that in the 14<sup>th</sup> Consultation Meeting for Evolving Transmission Schemes in Northern Region (**“hereinafter referred to as “CMETS-NR”**) convened by the Northern Region Power Committee (hereinafter referred to as the **“Respondent No. 2/ NRPC**) on 23.12.2022 regarding Long Term Access (LTA), the connectivity application of the petitioner no. 2 was taken up for consideration. In the said Meeting, the Committee inter alia opined that the while it has agreed to grant connectivity to the petitioner no. 2 herein for 200 MW as Bulk Consumer, however, the Petitioner No. 2 is required to approach this Hon’ble Commission for finalizing the modalities of construction of the dedicated transmission system up to Kankroli (PG) substation.



6. It is to be noted that Section 38 (2) (d) of the Electricity Act, 2003 (hereinafter referred to as “**Act**”) clearly provides that the CTUIL/ Respondent No. 1 is under an obligation to necessarily provide “non-discriminatory” open access to a bulk power consumer in the ISTS. Similar obligation has been cast on a Transmission Licensee under Section 40 (c) of the Act.
  
7. It is stated that, for a Bulk Consumer, import of power from any generating company is only possible by availing open access, either in the intra-state transmission system or inter-state transmission system. It is further stated that no such open access can be availed or is possible without first getting connectivity with the transmission system. In the present case, the Petitioner no. 2 wishes to avail connectivity with the ISTS network of the CTUIL for availing open access so as to import 200 MW of renewable energy for its Rajasamand Facility.
  
8. In this regard, it is submitted that Section 38 of the Act entitles the Petitioner to avail open access in the ISTS network, and as a consequence, a connectivity with the said network. Further, in compliance with the said provision of the Act, the first proviso to Regulation 3 of the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 (“**CERC Connectivity Regulations, 2009**”) provides that no generating station or a bulk consumer can avail long term or medium-term open access, without first availing the connectivity. Hence, obtaining connectivity with the grid is a necessary pre-condition and, therefore, vital for availing open access. Further in this respect the following extract from the Explanatory Memorandum to the Central Electricity Regulatory

Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 may also be referred to which mentions that in case of Bulk Consumer connectivity is implicit in their GNA/ Open Access application.

***“5.11. Connectivity for entities other than generating station or Renewable power park***

(a) *In terms of provisions of Section 2(47) and 38(d) of the Electricity Act, 2003, a licensee (including a distribution licensee) is eligible to get open access to ISTS.*

(b) *As ‘Bulk consumer’ has been defined in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as follows, the same has not been defined in the 2021 Draft GNA Regulations:*

*“(8) “Bulk consumer” means a consumer who avails supply at voltage of 33 KV or above;”*

(c) *Under these Regulations, buying entities such as distribution licensees, Bulk consumers seeking to connect to ISTS directly have not been explicitly included under Regulation 4.1 of the 2021 Draft GNA Regulations, as an applicant of Connectivity and have been made eligible to apply for GNA under Regulation 17.1 (iii) of the 2021 Draft GNA Regulations considering that Connectivity application is implicit in their GNA application. Since the minimum quantum for seeking Connectivity has been proposed as 50 MW, the same has also been proposed for Bulk consumer and distribution licensee seeking to connect directly to ISTS...*

(d) *.....”*

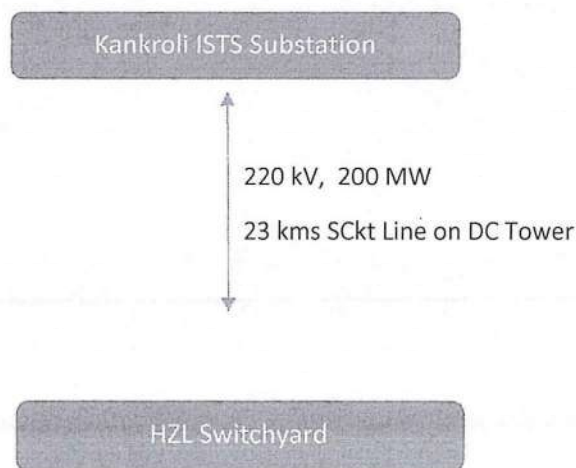
9. Further, Regulation 2(c) of the CERC Connectivity Regulations, 2009, recognizes a “bulk consumer” as a consumer which has a load of 100 MW or above. Therefore, since the requirement of renewable power through open access is 200 MW, the Petitioner qualifies as a bulk consumer.
10. It is submitted that Regulation 8 of the CERC Connectivity Regulations provides the protocol qua construction of dedicated transmission lines for obtaining connectivity with CTU. However, under the said regulations, the right to construct such a line has been vested with a generating company, and not with a consumer/ bulk consumer.
11. It is further submitted that the Act provides a substantive right to a bulk consumer for availing open access, and consequently, for seeking connectivity with the ISTS. It is, therefore, reiterated that the above Regulations, including Regulation 3 contained therein, recognizes a bulk consumer as well as the fact that such a consumer cannot avail open access without availing connectivity. As such, the Petitioner no. 2, as a bulk consumer, has a vested right to seek connectivity and open access to the ISTS network, which may be provided through a transmission line from the premises of the said Petitioner to the nearest ISTS substation , which in the present case is the 400/220 kV Kankroli (PG) substation which is located at a distance of around 23 kms from the Rajasamand Facility of the Petitioner no. 2.
12. The aforesaid aspects were well appreciated in the 14<sup>th</sup> CMETS-NR. However, bearing the fact that there is no provision in the Electricity Act or in the CERC Connectivity Regulations, 2009, for construction of a dedicated transmission line by a bulk consumer, and in deference to the



fact that this Hon'ble Commission has ruled that such matters shall be decided on case to case basis depending upon specific circumstances and facts of the case, the Petitioner No. 2 was advised in the 14<sup>th</sup> CMETS-NR to approach this Hon'ble Commission for decision on implementation modality of the dedicated line in instant case. It is important to underscore here that in the 14<sup>th</sup> CMETS-NR it was also agreed to grant Connectivity to M/s HZL for 200 MW as Bulk Consumer for the following transmission system:

- HZL– Kankroli (PG) 220kV D/c line along with associated line bays at both end (under the scope of applicant) [Line capacity shall be suitable to carry minimum 300 MW per circuit at nominal voltage]

A schematic diagram for the proposed HZL– Kankroli (PG) 220kV D/c line along with associated line bays at both end is given below:-



13. It is submitted that vide its letter dated 10.02.2023 the Respondent no. 1/ CTUIL has intimated the petitioner no. 2 i.e. HZL about the grant of connectivity to its Rajasamand Facility as per the Connectivity Application made by it. Accordingly, the Petitioner no. 2 has been called upon to sign the requisite Transmission Agreement within 30 days of the issuance of the said letter. It is important to highlight here that in this Intimation for Grant of Connectivity dated 10.02.2023 it has been clarified by Respondent no. 1/ CTUIL that for implementation modalities for the Dedicated transmission system required for connectivity, the Petitioner no. 2 is required to approach this Hon'ble Commission.
14. Hence, in light of above, the Petitioners have approached this Hon'ble Commission by way of the present petition seeking its guidance on implementation modality for the dedicated line in order to operationalize the connectivity granted to Petitioner No. 2 for its Rajasamand Facility for 200 MW as a Bulk Consumer.
15. In the above context, the Petitioners seek to refer and rely upon the order dated 05.01.2022 passed by this Hon'ble Commission in Petition No. 124/MP/2021 titled as *Reliance Industries Limited vs CTUIL & Ors*, wherein a similar issue with respect to connectivity of a bulk consumer i.e. Reliance Industries Limited (hereinafter referred to as "**RIL**") arose for consideration. In the said order, this Hon'ble Commission issued appropriate directions for ensuring connectivity with CTU/ ISTS network to the bulk consumer.
16. In view of the useful precedent laid down by this Hon'ble Commission in the above-said decision, the option to implement the dedicated transmission line either through its Special Purpose Vehicle ("**SPV**") or



by nominating PGCIL has been given to the Bulk Consumer, whose autonomy to make such a choice has been acknowledged and upheld by this Hon'ble Commission. That the Petitioners in the instant petition are also seeking parity in as much as a bulk consumer was given the choice to implement a dedicated transmission line and in the instant case the Petitioner No. 2 being a bulk consumer is seeking that the same option may be allowed to it and this Hon'ble Commission may direct the modalities of such implementation.

## **B. CHRONOLOGICAL LIST OF EVENTS**

17. That succinctly stated the facts leading to the filing of the instant petition is adumbrated hereinbelow:-

a. That the Petitioner no. 1 and the Petitioner no. 2 have entered into the Power Delivery Agreement dated 02.09.2022 ( "**PDA**" ), wherein the Petitioner No. 1 i.e. the Developer, is to set up the Renewable Energy Project for captive sourcing of Contracted Capacity on Round the Clock basis by the Captive User i.e. Petitioner no. 2, under captive arrangement on long term basis as per the terms of the PDA. A copy of the Power Delivery Agreement dated 02.09.2022 is attached and marked hereto as **Annexure P-1**.

b. The relevant definitions and provisions of the PDA are set out hereinbelow:

- Contracted Capacity

*“Contracted Capacity shall mean 200 MW RTC basis capacity contracted with the Captive User for sourcing by the Developer to Captive User at the Delivery Point from the Project as per the terms agreed in this Agreement.”*

- Delivery Point

*“shall mean a single point or multiple points at the voltage level of 220 Kv or above of the ISTS Sub-station(s) including the dedicated transmission lines connecting to the Project/ individual component with the Grid.”*

- Drawl Point

*“shall mean the point at the voltage level of 220 kV or above of the ISTS Sub-station(s) where the power is drawn through inter connecting lines by the Captive User.”*

- Dedicated Transmission Line

*“shall mean the 400/220 kV transmission line to be constructed by the Developer connecting the Switchyard of Captive User with the Drawl Point”*

- Article 3.1.1 (iii)

**“3.1 Satisfaction of Condition Precedent by the Developer**

*3.1.1 The Developer shall endeavor to procure within 12 months from the date of execution of the agreement:*

.....

(iii)Connectivity through the Dedicated Transmission Lines at the behest of the Captive User from the Drawl Point till the Switchyard of the Captive User's end from CTU/ Appropriate Authority, commensurate to the Term of the PDA;

.....

All costs in relation to the above stated obligations i.e., for the purpose of application and maintaining connectivity, shall be borne by the Developer except any cost in relation to (ii) & (iii) above, as the Developer is enabling the Captive User to obtain the connectivity and access as provisioned under (ii) and (iii) above in the specified timeline. Any cost that has to be borne at the terminating end of the Dedicated Transmission Line, shall be borne by the Captive User. The Captive User undertakes to extend all support and facilitation as required to obtain the connectivity / open access and ratification of ISTS charges waiver by the Appropriate Authority."

Apropos to the obligations mentioned in the above Article, it is mandated upon the petitioner no. 1 as a condition precedent, according to the PDA, to procure the said connectivity to the Rajasamand Facility.

- Article 4.2.2

**"4.2 Obligation(s) of the Developer**

**4.2.1 .....**

*4.2.2 The Developer, at its own discretion and cost, either itself or through any of its subsidiaries or affiliates or permitted assigns, shall be responsible for construction, operation and maintenance of the Dedicated Transmission Line, within the timeline prescribed for SCD. The Developer shall take all necessary steps to synchronize the Dedicated Transmission Line with the Switchyard at Captive User's end, however, it shall be Captive User's obligation to make available the Switchyard at Captive User's end to the Developer to enable it take steps for synchronisation. The Developer shall not be liable for any loss/damage/penalty under this Agreement, if the Dedicated Transmission Line is ready for regular service but is delayed being put in use on account of reasons not attributable to the Developer. In case the Captive User delay in making available the required equipment/land/bay/switchyard etc. for the purpose of synchronisation of the Dedicated Transmission Line and the Project is ready to supply power, the Developer shall be entitled to receive ACCSP from Captive User, till such time, the synchronisation / integration of the Dedicated Transmission Line with the Switchyard at the Captive User's end is completed. All costs in relation to maintenance and operation of Switchyard and making the same available to the Developer, shall be borne by the Captive User."*

- c. It is deemed from above that in terms of Article 4.2.2. of the PDA, the responsibility for construction, operation and maintenance of



the Dedicated transmission line rests with the developer i.e. the petitioner no. 1 herein, who is allowed to discharge such obligation either itself or through any of its subsidiaries or affiliates or permitted assigns. In furtherance of the above the instant petition has been moved before this Hon'ble Commission. It is further submitted that the Respondent No. 1 is the Central Transmission Utility of India Limited (CTUIL) created under Section 38 of the Electricity Act, 2003, with the main objective of planning and coordinating construction of an efficient, coordinated and economical system of inter-state transmission lines for smooth flow of electricity in the Inter-State Transmission network

- d. The Respondent No. 2 is the Northern Region Power Committee (NRPC), which is the nodal agency for facilitating the stability and smooth operation of the integrated grid, and economy & efficiency, in the operation of power system in the Northern Region. It is submitted that the Petitioner(s) is situated in the Northern Region, and as such, is within the purview of the Respondent No. 2.
  
- e. It is submitted that this Hon'ble Commission promulgated the CERC Connectivity Regulations, 2009, for the purpose of providing connectivity and granting open access to interstate transmission system (ISTS) customers. The said regulations contain the protocol as to how such connectivity and open access is to be applied and granted. The said regulations further provide for the procedure for grant of connectivity to a generating company with the ISTS under Regulation 8, however, the said regulations are silent as to how connectivity is to be availed by a

“bulk consumer”. This is despite the fact that the aforesaid regulations, under Regulation 3, read with Regulation 2(c), provide that no open access can be availed without availing connectivity with the grid.

- f. Since, the Petitioner no. 2 qualifies as a bulk consumer, on account of the fact that it wishes to avail connectivity with ISTS for a capacity of 200 MW for import of renewable power, it made an application to CTUIL on 25.07.2022, bearing Application No. 0012100007, for grant of grid connectivity under the category of a “bulk consumer”.
- g. Thereafter, the Respondent No. 1 (CTUIL) sent an e-mail dated 21.09.2020, informing the Petitioner that its Application for connectivity has been submitted successfully on 21.09.2020 and is under process.
- h. It is to be noted that after filing of the aforementioned connectivity application, the 10<sup>th</sup> CMETS NR Meeting was convened by CTUIL on 16.09.2022. The said meeting was for the purpose of discussing the applications filed in the Northern Region regarding LTA and Connectivity to the ISTS. In the said meeting, various entities participated, including the Petitioner no. 2. In the Minutes of the said meeting, with respect to the aforesaid connectivity application made by the Petitioner, it was highlighted that the petitioner no. 2 has dual connectivity with respect to the same load and was accordingly directed to take up the issue with RVPNL i.e. Rajasthan Rajya Vidyut Prasaran Nigam Limited. The

relevant extract of the 10<sup>th</sup> meeting of NRPC is attached and marked herewith as **Annexure P-2.**

- i. Thereafter, the application of the petitioner no. 2 was also discussed in the 11<sup>th</sup> and the 12<sup>th</sup> meeting of the CMETS-NR, wherein again the dual connectivity issue was raised. The relevant extract of the 11<sup>th</sup> and the 12<sup>th</sup> meeting of the NRPC is attached and marked herewith as **Annexure P-3 (Colly.).**
- j. The Petitioner no. 2 requested for a concurrence of the RVPN to CTU for grant of bulk consumer connectivity vide letters dated 16.09.2022 and 08.12.2022.
- k. That RVPN replied to the said letters vide reply dated 22.12.2022 granting its NOC for the aforementioned purpose. A copy of the reply dated 22.12.2022 is attached and marked herewith as **Annexure P-4.**
- l. The aforesaid said reply of RVPN was placed before NRPC in its 14<sup>th</sup> meeting of CMETS-NR which was held on 23.12.2022 where it was recorded that the dual connectivity issue which was addressed in the previous meetings was resolved. In the Minutes of the said meeting, with respect to the connectivity application made by the Petitioner, the following was recorded:

***“5.0 Proposal for grant of Connectivity to Hindustan Zinc Limited for 200MW bulk consumer project at Rajasamand District, Rajasthan.***

*It was informed that Connectivity application from M/s HZL was deliberated in the 10th, 11th & 12th CMETS-NR meeting held on 30/08/2022, 30/09/2022 & 28/10/2022 respectively. It was informed that M/s Hindustan Zinc Ltd. (HZL) had applied for connectivity to the ISTS for 200 MW as a bulk consumer located at Rajasamand distt., Rajasthan with start date of Connectivity as 01/07/2024. As per the application, the bulk consumer entity is located close to the existing 400/220 kV Kankroli (PG) substation. Accordingly, following transmission system was proposed for Connectivity to M/s HZL for 200 MW as Bulk Consumer in Rajasamand distt., Rajasthan:*

- *HZL– Kankroli (PG) 220kV D/c line along with associated line bays at both end- Cost about 50 Cr*

*In the previous meetings, it was deliberated that as clause 1.4 of CERC Detailed Procedure “The applicant (Generator/bulk consumer) already connected to grid (regional or state grid) or for which connectivity is already granted under the present arrangement, shall not be allowed to apply for additional connectivity for the same capacity. In case of extension of capacity of generator or bulk consumer, however, it shall be required to make application for connectivity as per the provisions of these procedures.”*

*Further, it was noted that in the CERC regulation, there is no provision of Dual Connectivity for same load as*



*mentioned above, therefore, in case HZL is getting its demand served from RVPN/Rajasthan Discoms, have HZL approached/informed the utility for disconnection of connected load. HZL earlier informed that they have total load of 193 MW for which they have 2x91 MW captive thermal generation as well as 95 MVA sanctioned load from RVPN/DISCOM.*

*Accordingly, CTU earlier stated that as there is no provision of Dual Connectivity for same load as mentioned above, therefore, as RVPNL has sanctioned load of 95 MW to HZL, following was proposed:*

- *HZL can apply for remaining quantum of 105 MW for Connectivity in ISTS. As current application of 200 MW quantum shall have change of more than 40% qualifying as material change in quantum of power to be interchanged necessitating a fresh application for 105 MW as per CERC connectivity regulation.*
- *For disconnection of this 95 MW from STU/DISCOM network, HZL may take up the matter with RVPNL and present connectivity application can be discussed in the subsequent CMETS-NR meeting after final deliberations between RVPNL & HZL. HZL will inform on such development at the earliest so that further necessary action regarding application can be taken.*

- *Accordingly, based on above, it was decided that HZL shall revert on their current application of 200 MW as bulk consumer in ISTS.*

*However, HZL/RVPN response was awaited in this regard. Subsequently, RVPNL submitted NoC to providing Connectivity vide letter dated 22/12/22 to HZL at Kankroli Substation (PG). However, it was deliberated that M/s HZL shall abide with all the terms & conditions mentioned in the NoC issued by RVPNL.*

*Further, it was also informed that there is no provision in the Electricity Act or in the 2009 Connectivity Regulations for construction of a dedicated transmission line by a bulk consumer. The same has also been noted by the Hon'ble Commission in the orders given to various Bulk consumers and has stated that "We are not inclined to issue any general directions in this regard and such matters shall be decided on case to case basis depending upon specific circumstances and facts of the case".*

*Further, CTU also stated that for 200 MW power transfer, based on receipt of LTA, requirement of 400/220kV ICT at Kankroli shall be studied.*

*Accordingly, it was advised that M/s HZL shall have to approach CERC for decision on implementation modality of the dedicated line in instant case. Therefore, the*

transmission system as stated above was agreed for grant of Connectivity to M/s HZL for 200 MW as Bulk Consumer:

- HZL– Kankroli (PG) 220kV D/c line along with associated line bays at both end (under the scope of applicant) [Line capacity shall be suitable to carry minimum 300 MW per circuit at nominal voltage]”

(Underline Supplied)

- m. In light of the above, the Petitioner No. 2 was directed to approach this Hon'ble Commission for finalizing the modalities of construction of the transmission line for the purpose of providing connectivity to the Petitioner No. 2 up to the Kankroli (PG) substation of ISTS. A Copy of the relevant extract of the Minutes of the 14<sup>th</sup> CMETS Meeting of Northern Region Constituents held on 23.12.2022 is annexed herewith and marked as **ANNEXURE P-5.**
- n. It is submitted that vide its letter dated 10.02.2023 the respondent no. 1/ CTUIL has intimated that the petitioner no. 2 i.e. HZL about the grant of connectivity to its Rajasamand Facility as per the Connectivity Application made by it. Accordingly, the petitioner no. 2 has been called upon to sign the requisite Transmission Agreement within 30 days of the issuance of the said letter. It is important to highlight here that in this Intimation for Grant of Connectivity dated 10.02.2023 it has been clarified by CTUIL/ Respondent no. 1 that for implementation modalities for the

Dedicated transmission system required for connectivity, the petitioner no. 2 is required to approach this Hon'ble Commission. A copy of the intimation/ letter dated 10.02.2023 is attached herewith and marked as **Annexure P-6.**

- o. That the Petitioner no. 1 has been co-opted by Petitioner No. 2 and they have jointly approached this Hon'ble Commission in terms of Article 3.1.1.(iii) read with Article 4.2.2 of the PDA seeks guidance and a favorable dispensation from this Hon'ble Commission allowing the Petitioner no. 1 or its SPV to construct, maintain and operate the Dedicated Transmission Lines at its own cost from the Drawl Point i.e. 400/220 kV Kankroli (PG) substation till the Switchyard of the Rajasamand Facility of the petitioner no. 2
  
- p. That the Petitioner No. 1 has been arrayed as a petitioner because in terms of the PDA signed between them, the Petitioner No. 2 seeks the Petitioner No. 1 to implement the Dedicated Transmission Line (by itself or through its SPV ) between the former's Rajasamand Facility and the ISTS substation at Kankoril (PG), for and on its behalf after obtaining the transmission license for the purpose. In this regard, it is relevant to refer to the following excerpts from the order dated 05.01.2022 passed by this Hon'ble Commission in petition bearing no. 124/MP/2021:

*“Accordingly, after consultation with stakeholders two options have emerged regarding implementation modalities of transmission system for connectivity of M/s*



*RIL as a bulk consumer and for sharing of its transmission charges:*

**Option 1:** *M/s RIL may set up a Special Purpose Vehicle (SPV) for implementation of the interconnecting line for Connectivity of its Oil Refinery as a Bulk Consumer. The SPV may obtain transmission license for implementation of the subject interconnecting line from CERC. After grant of the transmission license, M/s RIL can implement the transmission system for Connectivity via the SPV. The transmission line would in this case be owned by the SPV and billing would be done bilaterally by the SPV to M/s RIL (based on trilateral agreement between the SPV, M/s RIL and CTU) for the entire useful life of the asset i.e. 35 years as per prevailing norms of CERC Regulations. The bill would be outside purview of the POC pool and suitable payment security/guarantee mechanism needs to be incorporated in the Agreement as protection against default of transmission charges payment/surrender of connectivity by M/s RIL, prior to completion of the useful life of the transmission assets.*

**Option 2:** *Implementation of the interconnecting line for Connectivity as a Bulk Consumer can also be carried out by POWERGRID under nomination basis. In this case the Connectivity line would be owned by POWERGRID and billing would be done bilaterally by POWERGRID to M/s RIL (based on trilateral agreement between the SPV, M/s RIL and CTU) for the entire useful life of the asset i.e. 35*

*years as per prevailing norms of CERC Regulations and the same would be outside purview of the POC pool. Also, suitable payment security/guarantee mechanism is required to be devised as protection against default of transmission charge payment/surrender of connectivity by M/s RIL, prior to completion of the useful life of the transmission assets. It is submitted that the Hon'ble Commission may further direct regarding the mode of implementation of transmission system for connectivity to M/s RIL as a bulk consumer."*

A copy of the order dated 05.01.2022 is attached and marked herewith as **Annexure P-7**.

- q. It is respectfully submitted that seeking parity with the dispensation offered to other similarly placed bulk consumer by this Hon'ble Commission, as reproduced in the order referred hereinabove, the Petitioner No. 2 in the present case seeks to opt for Option 1 as was offered to the Bulk Consumer in Petition No. 124/MP/2021, and co-opts the Petitioner No. 1 for implementation of the dedicated transmission line for Connectivity of its Rajasamand Facility as a Bulk Consumer. It is thus respectfully submitted that subject to the dispensation allowed by this Hon'ble Commission in the instant petition, the Petitioner no. 1 or its SPV may apply for obtaining transmission license for implementation of the subject interconnecting line from this Hon'ble Commission in accordance under law. Upon grant of the transmission license, the petitioner no. 1 or its SPV shall implement the Dedicated Transmission System for operating

its connectivity granted to the petitioner no. 2.. The transmission line would in this case be owned by the Petitioner no.1/SPV and transmission charges for the said transmission line shall be as mutually agreed between the Petitioner no. 1 and the petitioner no. 2. Such transmission charges shall not be included in Yearly Transmission Charges under the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020. Further the payment security and other modalities shall also be dealt bilaterally between the petitioners. It is respectfully submitted that the petitioners shall not put the cost of the Dedicated Transmission Line as part of the PoC Pool.

### **C. GROUNDS**

18. In the above backdrop, the Petitioner(s) have filed the present Petition for the purpose of issuance of appropriate directions and guidance by this Hon'ble Commission for implementation modality of the dedicated transmission line that is necessary to operationalize the connectivity granted to Hindustan Zinc Ltd. for 200 MW as a Bulk Consumer, and such other directions as may be necessary in this regard on the following amongst other grounds:-

- A. FOR THAT the Act was promulgated with the purpose of reforming the electricity sector, thereby attracting private investments. One of the primary features under the Act is the right to avail open access by a generator, a licensee and a consumer. The Act further provides for promotion of renewable energy sources, whereby a mandate is cast upon the Regulatory



Commissions to enable procurement of power from such sources. In this context, reference be made to the following extract of the statement of objects and reasons, and the Preamble of the Act:

*“THE ELECTRICITY ACT, 2003*

*[No.36 of 2003]*

*[26th May, 2003]*

*An Act to consolidate the laws relating to generation, transmission, distribution, trading and use of electricity and generally for taking measures conducive to development of electricity industry, promoting competition therein, protecting interest of consumers and supply of electricity to all areas, rationalization of electricity tariff, ensuring transparent policies regarding subsidies, promotion of efficient and environmentally benign policies, constitution of Central Electricity Authority, Regulatory Commissions and establishment of Appellate Tribunal and for matters connected therewith or incidental thereto.”*

#### **“STATEMENT OF OBJECT AND REASONS**

... ..

#### **4. The main features of the Bill are as follows:-**

(i) Generation is being delicensed and captive generation is being freely promoted. Hydro projects would, however, need approval of the State Government and clearance from the Central Electricity Authority which would go into the issues of dam safety and optimal utilisation of water resources.



(ii) *There would be a Transmission Utility at the Central as well as State level, which would be a Government company and have the responsibility of ensuring that the transmission network is developed in a planned and a coordinated manner to meet the requirements of the sector. The load despatch function could be kept with the Transmission Utility or separated. In the case of separation the load despatch function would have to remain with a State Government organisation/ company.*

(iii) *There is provision for private transmission licensees.*

(iv) *There would be open access in transmission from the outset with provision for surcharge for taking care of current level of cross subsidy with the surcharge being gradually phased out.*"

(Underline Supplied)

From the aforesaid, it is evident that the Act aims to consolidate the laws relating to generation, transmission, distribution, trading, and for development of electricity industry thereby promoting competition even while ensuring supply of electricity to all areas duly protecting the interests of the consumer. The statement of objects and reasons for the Act would show that the radical reforms in generation and transmission of electricity are sought to

be ushered in by the legislation on the principles of delicensing and open access in transmission.

- B. FOR THAT in order to promote growth in the generation sector, and to provide the consumers with competitive power, the Act introduced the concept of open access, by way of which a consumer is free to avail electricity from a source of its own choice, other than the distribution licensee of the area. In furtherance of the same, reference be made to the definition of "open access" provided under the Act, which is set out hereinbelow:

*"Section 2. (Definitions): --- In this Act, unless the context otherwise requires,--*

*... ..*

*(47) "open access" means the non-discriminatory provision for the use of transmission lines or distribution system or associated facilities with such lines or system by any licensee or consumer or a person engaged in generation in accordance with the regulations specified by the Appropriate Commission;"*

*(Underline Supplied)*

From the aforesaid definition, it is evident that open access means a non-discriminatory use of the transmission or distribution network.

- C. FOR THAT in the above context, attention of this Hon'ble Commission is drawn to the provisions of Sections 38 (2) (c) and (d) of the Act, which are reproduced hereinbelow:

***“Section 38. (Central Transmission Utility and functions): ---- (1) The Central Government may notify any Government company as the Central Transmission Utility:***

.....

*(2) The functions of the Central Transmission Utility shall be –*

*(a) to undertake transmission of electricity through inter-State transmission system;*

*(b) to discharge all functions of planning and co-ordination relating to inter-State transmission system with*

–

*(i) State Transmission Utilities;*

*(ii) Central Government;*

*(iii) State Governments;*

*(iv) generating companies;*

*(v) Regional Power Committees;*

*(vi) Authority;*

*(vii) licensees;*

*(viii) any other person notified by the Central Government in this behalf;*

*(c) to ensure development of an efficient, coordinated and economical system of inter-State transmission lines for smooth flow of electricity from generating stations to the load centres;*

(d) to provide non-discriminatory open access to its transmission system for use by-

(i) any licensee or generating company on payment of the transmission charges; or

(ii) any consumer as and when such open access is provided by the State Commission under sub-section (2) of section 42, on payment of the transmission charges and a surcharge thereon, as may be specified by the Central Commission:”

(Underline Supplied)

From a reading of the above provisions, it is evident that it is the obligation of the CTUIL/ Respondent No. 1 to ensure development of the transmission network, and to provide “non-discriminatory” open access to its Transmission system (i.e., the inter-state transmission system/ ISTS) for use by any licensee or generating company or a consumer. Also, similar provisions are provided under Sections 40(a) and (c) of the Act, which provides duties of transmission licensees. Therefore, the Act provides a vested and an unequivocal right to a consumer to avail open access in the ISTS network.

- D. FOR THAT this Hon'ble Commission enacted the CERC Connectivity Regulations, 2009 for the purpose of regulating grant of open access in the ISTS network. In this context, reference be made to the following provisions of the above Regulations:



**“2. Definitions**

(1) *In these regulations, unless the context otherwise requires:*

... ..

(b) “Applicant” means

(i) The following in respect grant of connectivity:

(a) *A generating station other than Renewable Energy Generating station, with installed capacity of 250 MW and above, including a captive generating plant of exportable capacity of 250 MW and above or;*

(aa) *A Renewable Energy generating station with installed capacity of 50 MW and above, or*

(b) *A Hydro Generating station of installed capacity between 50 MW and 250 MW;*

(c) *One of the Hydro Generating stations or standalone storage project individually having less than 50 MW installed capacity, but collectively having an aggregate installed capacity of 50 MW and above, and acting on behalf of all these generating stations or Standalone Storage Project, and seeking connection from CTU at a single connection point at the pooling sub-station forming part of ISTS, termed as the lead generator, or;*

(cc) *Renewable Energy generating station individually having less than 50 MW installed capacity, but collectively having an aggregate installed capacity of 50 MW and above, and one of them acting on behalf of all these generating stations, and seeking connection from*

CTU at a single connection point at the pooling sub-station forming part of ISTS, termed as the lead generator, or

(d) A bulk consumer;

.....

(ii) A generating station including a captive generating plant, a consumer, an electricity trader or a distribution licensee or applicant covered under Clauses 2(1)(b)(i)(a) to (e) and 2(1)(b)(i)(h), in respect of long-term access or medium term open access, as the case may be;

(c) “Bulk consumer” means in respect of connectivity, any consumer who intends to avail supply of a minimum load of 100 MW from the Inter-State Transmission System;

.....

### 3. Scope

These regulations, after they come into force, shall apply to the grant of connectivity, long-term access and medium-term open access, in respect of inter-State transmission system:

Provided that a generating station, including captive generating plant or a bulk consumer, seeking connectivity to the inter-State transmission system cannot apply for long-term access or medium-term open access without applying for connectivity:

Provided further that a person may apply for connectivity and long-term access or medium-term open access simultaneously.”

(Underline Supplied)

As per the aforesaid Regulations, the following principles are crystalized:

- a. As per Regulation 2(1)(b), an applicant for “connectivity” includes a bulk consumer;
- b. As per Regulation 2(1)(b)(ii), an applicant for “open access” includes a consumer;
- c. As per Regulation 2(1)(c), a bulk consumer is also separately defined as a consumer having a load of minimum 100 MW; and
- d. Regulation 3 contains a specific bar in terms of the fact that without availing “connectivity”, a bulk consumer cannot avail “open access”.

In the present case, the Petitioner no. 2 applied for connectivity to import power to the tune of 200 MW , and as such, the said Petitioner no. 2 falls within the definition of “bulk consumer ” and the “Applicant” as provided hereinabove qua open access and connectivity.

- E. FOR THAT from the aforesaid, it is evident that in order to exercise the right of open access in the ISTS granted under the Electricity Act 2003 by a bulk power consumer, the said consumer has to necessarily avail connectivity. The Petitioner submits that the substantive right to avail open access, and consequently connectivity, provided under the parent Act cannot at all allowed to be frustrated. It is a settled principle of law that unless the parent Act specifies that without framing of regulations a provision/ right cannot be enforced, any right accrued in terms of

the said Act can be exercised without awaiting framing of such regulations.

F. FOR THAT since the connectivity with the grid is the paramount requirement for availing such open access, the said connectivity also cannot be denied on account of absence of any provision in the regulation. The right to seek connectivity with the transmission system is implicit within the scheme of Section 38 of the Act read with the extant regulation. The right to open access and the connectivity are absolute and are not subject to existence or nonexistence of any Regulations in this behalf. The right of open access and connectivity are recognized under the parent statute. It is submitted that any Regulations could be only subservient or in aid to implement the provisions of the parent Act. In view of this, connectivity and open access ought to be provided to a bulk consumer irrespective of framing or non framing of any regulations.

G. FOR THAT the statutory scheme of the Act and provisions of Sections 38(2)(c) and (d)(ii) mandate as follows:

- a. It is the CTUIL/ Respondent No. 1 which has to ensure development of inter-State transmission lines for smooth flow of electricity from generating stations to the load centres; and
- b. The Respondent No. 1 (CTUIL) is under an obligation to provide a “non-discriminatory” open access to a consumer



(which would also include a bulk consumer) through its transmission network.

As such, the scheme of the Act envisages that the Respondent No. 1 has to provide both, connectivity and open access to a bulk consumer. Further, as a bulk consumer is not allowed under the Act to construct any dedicated transmission line for connectivity with the grid, the same ought to be planned by CTUIL, and constructed by an inter-state transmission licensee.

- H. FOR THAT under Section 79 (1) (c) of the Act which provides that this Hon'ble Commission has powers to “regulate” inter-state transmission of electricity. Like in the case of RIL, this Hon'ble Commission ought to invoke its regulatory jurisdiction for the purpose of creating a protocol to plan and construct the transmission line, so as to enable the Petitioner to avail connectivity with the ISTS network.
- I. FOR THAT in the above context, it needs to be considered that it is a settled principle of law that power to “regulate” is extremely wide. The Hon'ble Supreme Court in the case of *Cellular Operators Assn. of India v. Union of India*, reported in (2003) 3 SCC 186, held as follows:

“33. The regulatory bodies exercise wide jurisdiction. They lay down the law. They may prosecute. They may punish. Intrinsically, they act like an internal audit. They may fix the price, they may fix the area of operation and so on and so forth. While doing so, they may, as in the

present case, interfere with the existing rights of the licensees.”

(Underline Supplied)

Hence, this Hon'ble Commission enjoys wide regulatory powers which ought to be invoked in the present case for the purpose of providing the Petitioner with connectivity with the interstate transmission grid for the purpose of facilitating availing open access, which is one of the primary objectives of the Act.

- J. FOR THAT availing open access and / or securing right to receive supply of electricity is the right of a consumer (bulk), which right cannot be exercised without grant of connectivity with the grid. Grant of connectivity is an essential statutory right, and the consumer has to be provided with the same. The right guaranteed under the parent Act has to be made effective by exercise of regulatory powers. As submitted herein above, this Hon'ble Commission in exercise of its regulatory powers available under Section 79(1)(c) of the Act, has powers to pass such directions for furthering/ fulfilling the purpose and intent of the Act. Hence, this Hon'ble Commission has an obligation to ensure that the Petitioner No. 2 is able to avail and enjoy “connectivity”, and consequently avail “non-discriminatory” open access, in the transmission system operated by CTUIL through the dedicated transmission line that is required to be constructed from the Rajasamand Facility of the Petitioner No. 2 to the nearest ISTS substation station.

- K. For that, the Petitioner No. 2 requires the connectivity in the present case, for the purpose of availing around 200 MW of renewable energy. The said renewable energy can also be utilized to fulfil the renewable purchase obligation (RPO) of the Petitioner No. 2 as specified by the Ld. Rajasthan Electricity Regulatory Commission in the RERC (Procurement of Energy from Renewable Sources) Regulations, 2007. In this context, reference be made to the preamble of the Act, read with Sections 61(h) and 86 (1) (e), which mandate that renewable sources of energy have to be actively promoted. Therefore, this Hon'ble Commission ought to issue directions to the Respondent No. 1 for construction of the transmission line thereby connecting the Rajasamand Facility of the Petitioner No. 2 to the nearest ISTS substation.
- L. FOR THAT even though the Act categorically contemplates that a bulk power consumer has a right to avail non-discriminatory open access in the ISTS, in order to effectuate the mandate stipulated under Section 38 (2) (d) therein, which bestows an obligation upon the CTUIL, to grant non-discriminatory open access to its ISTS network, which is necessary to undertake the construction of the dedicated transmission line in order to provide connectivity to the Petitioner No. 2 from its Rajasamand Facility to 400/220 kV Kankroli (PG) substation. This is more so, as the 7th Amendment of the CERC Connectivity Regulations categorically provides for the provision enabling generating companies to construct dedicated transmission lines. The relevant extract of the said regulation is set-out herein below:

*“(8) The sub-clause (8) of Regulation 8 of the Principal Regulations shall be substituted as under:*

*“The dedicated transmission line from generating station of the applicant generating Company or any other entity on behalf of generating company to the pooling station of the transmission licensee (including deemed transmission licensee) shall be developed, owned and operated by the applicant generating Company or any other entity on behalf of generating company. The specifications for dedicated transmission lines may be indicated by CTU while granting Connectivity or Long term Access or Medium term Open Access:*

*Provided that CTU shall plan the system such that maximum length of dedicated transmission line does not exceed 100 km from switchyard of the applicant till the nearest pooling substation of transmission licensee:*

*Provided further that dedicated transmission line may exceed 100 km, if such an Applicant, so chooses:*

*Provided also that in case any connectivity grantee is not utilizing the bay allocated to it at ISTS substation, CTU may cancel its Connectivity as per provisions of these regulations and detailed procedure and allocate the bay to other Applicant. In such an event, the original grantee shall either dismantle its bay or enter into an Agreement with a new grantee as indicated by CTU for utilization of*



*the bay within a period of 2 months of cancellation of Connectivity.”*

(Underline Supplied)

From the aforesaid, it is evident that there is no provision which provides for construction of a dedicated transmission line, or a transmission line, for providing connectivity to a consumer, separately. Hence, there is a need for this Hon'ble Commission to exercise its regulatory powers like in the case RIL, for the purpose of granting relief to the Petitioners which is guaranteed under the parent Act, but not provided specifically under the delegated legislation i.e. CERC Connectivity Regulations 2009. It is reiterated that in the present case, the Petitioner No. 1 is ready and willing to construct and operate the dedicated line that is necessary to operationalize the Connectivity granted to Petitioner No. 2 on behalf of the latter after duly obtaining a transmission license from this Hon'ble Commission.

- M. For that, the 6th Amendment of the CERC Connectivity Regulations, 2009 introduced the following regulations:

***“33A. Power to Relax:***

*The Commission, for reasons to be recorded in writing, may relax any of the provisions of these regulations on its own motion or on an application made before it by an affected person to remove the hardship arising out of the operation of Regulation, applicable to a class of persons.*

***33B. Power to Remove Difficulty:***

If any difficulty arises in giving effect to the provisions of these regulations, the Commission may, on its own motion or on an application made before it by the nodal agency, by order, make such provision not inconsistent with the provisions of the Act or provisions of other regulations specified by the Commission, as may appear to be necessary for removing the difficulty in giving effect to the objectives of these regulations."

(Underline Supplied)

From a reading of the aforesaid, it is evident that this Hon'ble Commission can also exercise powers available under Regulation 33 A and 33 B, for the purpose of issuing an order, which is not inconsistent with the provisions of the Act. Such power can be exercised for removing the difficulty which has arisen in the present case, on account of the silence of the CERC Connectivity Regulations 2009 qua the protocol for providing connectivity to a bulk consumer.

- N. FOR THAT by invoking its regulatory powers available under Section 79(1)(c) of the Act, read with the aforesaid Regulations 33 A and 33 B, the Hon'ble Commission ought to direct the Respondent No. 1/ CTUIL to plan and coordinate construction of a transmission line for operationalizing the connectivity granted to the Petitioner No. 2 with the 400/220 kV Kankroli ISTS substation. As submitted above, the Petitioner No. 1, for and on behalf of the Petitioner No. 2, is ready and willing to construct and operate the dedicated interconnection line that is necessary to operationalize the Connectivity granted to Petitioner No. 2 after

duly obtaining a transmission license from this Hon'ble Commission.

O. FOR THAT the present petition is maintainable before this Hon'ble Commission in terms of Sections 79(1)(c) of the Act, read with Regulations 2(1)(b), 3, 33 A and 33 B of the CERC Connectivity Regulations, 2009. It is reiterated that the present is a fit case for exercise of regulatory jurisdiction, as the regulations are silent with respect to the procedure to be adopted for providing the aforesaid connectivity to a bulk consumer, and that the Act permits the same.

19. The present petition is bona fide and made in the interest of justice. Further, the Petitioner craves leave to place on record any other documents/ pleadings/ affidavits, if required, at a later stage in the interest of justice.

### PRAYER

In light of the aforementioned facts and circumstances of the present case, it is, therefore, most respectfully prayed that this Hon'ble Commission may graciously be pleased to:

a) Issue appropriate directions upon the Central Transmission Utility of India Limited/ Respondent No. 1 to take steps for operationalizing the connectivity granted to the Rajasamand Facility of the Petitioner no. 2 with 400/200 kV ISTS substation located at Kankroli, Rajasthan to enable it to procure 200 MW power through open access, by planning and coordinating the construction of the transmission line, in terms of the Intimation of Grant of Connectivity dated 10.02.2023 ;

- b) Permit the Petitioner No. 2 to implement the dedicated transmission line between its Rajasamand Facility and the ISTS substation at Kankroli (PG), Rajasthan through Petitioner No. 1 or its SPV in terms of Article 3.1.1 (iii) and Article 4.2.2 of the Power Delivery Agreement dated 02.09.2022;
- c) Pass any other and/ or any such orders as this Hon'ble Commission may deem fit and proper under the facts and circumstances of the present case and in the interest of justice.



**PETITIONER NO. 1**

**SERENTINCA RENEWABLE INDIA 4 PVT. LTD**



**PETITIONER NO. 2**

**HINDUSTAN ZINC LIMITED**

**FILED BY :**



**NEETI NIYAMAN**

A-142, GROUND FLOOR,

NEETI BAGH, NEW DELHI – 110049

PH: 011-46594466

Email: [avijeet@neetiniyaman.co](mailto:avijeet@neetiniyaman.co)

[court.clerk@neetiniyaman.co](mailto:court.clerk@neetiniyaman.co)

**Date :**

**Place :**



BEFORE THE HON'BLE CENTRAL ELECTRICITY  
REGULATORY COMMISSION, AT NEW DELHI

PETITION NO.                      OF 2023

IN THE MATTER OF:

M/S. SERENTICA RENEWABLE INDIA 4 PVT. LTD & ANR

...PETITIONER(S)

VERSUS

CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED & ANR

...RESPONDENT

**AFFIDAVIT**

I, Balaji Sivan, S/o Venkatraman Sivan aged about 45 years, office at 9<sup>th</sup> Floor, Block B DLF Cyber Park, Udyog Vihar Phase III, Sector 20, Gurugram, Haryana 122008 presently at New Delhi, do hereby solemnly affirm and state as under:



1. That I am the authorized signatory/ authorized representative of the Petitioner No. 1 Company. I am fully conversant with the facts and circumstances of the case and I have been duly authorized and am, therefore, competent to affirm this affidavit.
2. That the present Petition has been drafted on my instructions and I affirm that the facts stated therein are true to my knowledge based on the records which I believe to be true and correct. The contents of all paragraphs of the present Petition and parts thereof are true to my knowledge.

3. That the annexures filed along with the accompanying Petition are true copies of their respective originals.

*[Signature]*  
DEPONENT  
Santara Renewables India Private Limited  
Gurugram

### VERIFICATION

I, the deponent above named do hereby verify that the contents of my above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

Verified at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2023.

03 MAR 2023

*[Signature]*  
I Identified the deponent who has signed in my presence

*[Signature]*  
DEPONENT  
Santara Renewables India Private Limited  
Gurugram



CERTIFIED THAT THE DEPONENT  
Shri / Smt. / Km : *[Signature]*  
S/o, W/o R/o : *[Signature]*  
I identified by Shri / Smt. *[Signature]*  
Has solemnly affirmed before me at  
Delhi on \_\_\_\_\_ as SI. No. *[Signature]*  
That the contents of the affidavit which  
have been read & explained to  
him are true & correct to his knowledge

03 MAR 2023

NOTARY  
*[Signature]*

**BEFORE THE HON'BLE CENTRAL ELECTRICITY  
REGULATORY COMMISSION AT NEW DELHI**

**PETITION NO. 2023**

**IN THE MATTER OF:**

**M/S. SERENTICA RENEWABLE INDIA 4 PVT. LTD & ANR**

...PETITIONER(S)

**VERSUS**

**CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED & ANR**

...RESPONDENTS

**AFFIDAVIT**

I, **Binu Raphael K B**, S/o Shri K M Baby aged about 43 years, office at Chanderiya Lead-Zinc Smelter, Dist. Chittorgarh (Raj.) of Hindustan Zinc Limited, working as General Manager- Power Business Head with the Petitioner No. 2 Company, do hereby solemnly affirm and state as under:

1. That I am the authorized signatory/ authorized representative of the Petitioner No. 2 Company. I am fully conversant with the facts and circumstances of the case and I have been duly authorized and am, therefore, competent to affirm this affidavit.
2. That the present Petition has been drafted on my instructions and I affirm that the facts stated therein are true to my knowledge based on the records which I believe to be true and correct. The contents of all paragraphs of the present Petition and parts thereof are true to my knowledge.



**ATTESTED**  
  
**Jagdish Chandra Vaishya,**  
**NOTARY**  
**CHITTORGARH (RAJ.)**



**22 FEB 2023**



3. That the annexures filed along with the accompanying Petition are true copies of their respective originals.

DEPONENT



### VERIFICATION

I, the deponent above named do hereby verify that the contents of my above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

Verified at Chittorgarh on the day of 25<sup>th</sup> February 2023.

DEPONENT



27. 2. 23  
 Sworn before me at the office of the Notary Public for the State of Rajasthan, Chittorgarh (Raj.) on this 27th day of February 2023.  
 By Sh. Balraj K. M. Babu  
 S/o D/o Chandra Vaishnav  
 Identified by Chandra Vaishnav Notary Public for the State of Rajasthan, Chittorgarh (Raj.)

Chandra Vaishnav  
 NOTARY  
 Chittorgarh (Raj.)

27 FEB 2023

NOTARY

Chandra

NOTARY

473  
 27. 2. 23

## BEFORE THE CENTRAL ELECTRICITY REGULATORY

COMMISSION, NEW DELHI

PETITION NO. \_\_\_\_\_ OF 2023

## IN THE MATTER OF

Application under Sections 14, 15 and 79(1)(e) of the Electricity Act, 2003 read with Regulation 6 and Regulation 24 (*Power to relax*) of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 with respect to grant of transmission license to Serentica Renewables India 4 Private Limited.

## AND IN THE MATTER OF

SERENTINCA RENEWABLES INDIA 4 PVT. LTD

...Applicant

AND

CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED &  
ORS.

.....Respondents

## INDEX

Sr. No.	Description	Annexure No.	Page No.
1.	CERC Letter with copy of duly filled Form 1 as per the Central Electricity Regulatory Commission (Payment of Fees) Regulations, 2012	-	A-D
2.	Dispatch Proof		E-F
3.	Memo of parties	-	G-H
4.	Application under Sections 14, 15 and 79(1)(e) of the Electricity Act, 2003 read with Regulation 6 and Regulation 24 (Power to relax) of the Central Electricity Regulatory Commission (Procedure,		1-22

	Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 with respect to grant of transmission license to Serentica Renewables India 4 Private Limited along with Affidavit.		
5.	A copy of the Power Delivery Agreement dated 02.09.2022.	Annexure-P1	23-31
6.	A copy of intimation/letter dated 10.02.2023	Annexure-P2	32-36
7.	A copy of the Order dated 05.01.2022.	Annexure P-3 (Colly)	37-51
8.	Duly filled Form-I under the Transmission License Regulations along with the following enclosures: (a) Certificate of incorporation (b) Memorandum of association and Articles of association (c) Copy of original board resolution passed by the Board of Directors of the Applicant Company.	Annexure P-4 (Colly)	52-71
9.	Vakalatnama		72

FILED BY

APPLICANT / PETITIONER

THROUGH

NEETI NIYAMAN

Counsel for Applicant

A-142, GROUND FLOOR,

NEETI BAGH, NEW DELHI – 110049

PH: 011-46594466

Email: [avijeet@neetiniyaman.co](mailto:avijeet@neetiniyaman.co) ; [litigation@neetiniyaman.co](mailto:litigation@neetiniyaman.co);  
[court.clerk@neetiniyaman.co](mailto:court.clerk@neetiniyaman.co)

Date: 22.05.2023

Place: New Delhi



To,  
The Secretary,  
Central Electricity Regulatory Commission  
3rd & 4th Floor, Chandelok Building,  
36, Janpath, New Delhi-110001.

Subject: Application under Section 14 &15 of the Electricity Act 2003 read with Central Electricity Regulatory Commission (Proccdure, Team and Conditions for Grant of transmission License and other related matter) Regulations, 2009 with respect to grant of Transmission License to Serentica Renewables India 4 Private Limited.

Three copies (1 original + 2copies) of the application for the above subject matter have been enclosed and e-filling has been done on the CERC portal. As per the Public Notice issued on 28.08.2010 by the Hon'ble Commission the amount of Rs. 1,00,000/- (Rupees One Lakh only) for filling the application has been paid through RTGS and in accordance with the Regulation 12 (2), Payment of Fee Regulation 2012, Form-1 duly filled in against the aforementioned application is also enclosed herewith.

Copies of the application are being forwarded to the CTUIL (Nodal Agency) and to Hindustan Zinc Limited (HZL), the Bulk Consumer. The complete application along with Annexures is uploaded on the website: [www.serenticaglobal.com](http://www.serenticaglobal.com)

You are requested to kindly register the accompanying applications.

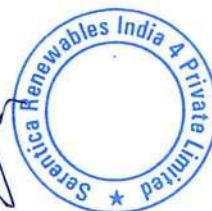
Thanking you,  
Yours faithfully,

(Balaji Sivan)

Serentica Renewables India 4 Private Limited (SRI4PL)

Mobile: +91 8527544855

Email: [balaji.sivan@sterlite.com](mailto:balaji.sivan@sterlite.com)



## FORM 1

<u>S.NO</u>	<u>PARTICULARS</u>	
1.	Name of the Petitioner / Applicant	Serentica Renewables India 4 Private Limited (SRI4PL)
2.	Address of the Petitioner / Applicant	DLF Cyberpark, Tower-B, 9th Floor, Udyog Vihar, Phase-III, Sector-20, Gurgaon, Gurgaon, Haryana, India, 122008
3.	Subject Matter	Application under Sections 14, 15 and 79(1)(e) of the Electricity Act, 2003 read with Regulation 6 and Regulation 24 (Power to relax) of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 with respect to grant of transmission license to Serentica Renewables India 4 Private Limited.





4.	Petition No., or Application No. (if any)	Not yet received
5.	Details of generation assets (a) generating station/units; (b) Capacity in MW; (c) Date of commercial operation; (d) Period for which fee paid; (e) Amount of fee paid; (f) Surcharge, if any.	NOT APPLICABLE
6.	Details of transmission assets (a) Transmission line and sub-stations (b) Date of commercial operation (c) Period for which fee paid (d) Amount of fee paid (g) Surcharge, if any	As detailed in the accompanying application.
7.	Fee paid for Adoption of tariff for (a) Generation asset (b) Transmission asset	NOT APPLICABLE
8.	Application fee for licence (a) Trading licence (b) Transmission licence (c) Period for which paid (d) Amount of fee paid	NO YES NOT APPLICABLE Rs. 1,00,000/- only
9.	Fees paid for Miscellaneous Petition	NOT APPLICABLE

10.	Fees paid for Interlocutory Application	NOT APPLICABLE
11.	Fee paid for Regulatory Compliance Petition	NOT APPLICABLE
12.	Fee paid for Review Application	NOT APPLICABLE
13.	Licence fee for inter-State Trading (a) Category (b) Period (c) Amount of fee paid (d) Surcharge, if any	NOT APPLICABLE
14.	Licence fee for inter-State Transmission (a) Expected/Actual transmission charge (b) Period (c) Amount of fee calculated as a percentage of transmission charge. (d) Surcharge, if any	NOT APPLICABLE
15.	Annual Registration Charge for Power Exchange / OTC Platform (a) Period (b) Amount of turnover (c) Fee paid (d) Surcharge, if any	NOT APPLICABLE
16.	Details of fee remitted	



	(a) Transaction Id, Reference No, Payment Id (b) Date of remittance (c) Amount remitted.	a13cfd3430514564adb b 17404789527 22.05.2023 Rs. 1,00,000/- (Rupees One lac Only)
	<b>Note: While Sl. Nos. 1 to 3 and 16 are compulsory, the rest may be filled up as applicable</b>	
	Date: 22.05.2023	

  
**SIGNATURE OF THE AUTHORISED SIGNATORY**  
**SERENTICA RENEWABLES INDIA 4 PVT. LTD.**






<b>DTDC</b>		<b>DTDC Express Limited</b> Regd. Office: No-3, Victoria Road Bengaluru - 560047		<b>ORIGIN</b>	<b>DEST.</b>	<b>Download MyDTDC app</b>  Available at select cities & pin codes
				<b>POUCH NO.</b>	<b>DATE</b>	
<b>Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction.</b>				The consignment note is not a tax invoice. A tax invoice will be made available by DTDC or its channel partner as the case may be, upon request.		
<b>1</b> Sender's (Consignor) Name: _____ Ph: _____		<b>2</b> Recipient's (Consignee) Name: _____ Ph: _____				
Company Name & Address: _____		Company Name & Address: _____				
City: _____ State: <u>28/05/12</u> PIN Code: _____		City: <u>G.B.N.</u> State: _____ PIN Code: <u>122001</u>				
Sender's GSTIN*: _____		Recipient's GSTIN*: _____				
<b>3</b> Nature of consignment (✓) <input type="checkbox"/> Dox <input type="checkbox"/> Non-Dox <input type="checkbox"/> Total Num Pcs: _____		<b>4</b> Description of Content		Total Value of consignment for carriage / E-Way bill		
DIM 1: L _____ cm X B _____ cm X H _____ cm X _____ Pcs Actual Wt.: _____ kg						
DIM 2: L _____ cm X B _____ cm X H _____ cm X _____ Pcs Volumetric Wt.: _____ kg						
DIM 3: L _____ cm X B _____ cm X H _____ cm X _____ Pcs Chargeable Wt.: _____ kg						
<b>5</b> Paper Work Enclosures		<b>6</b> Type of consignment (✓) <input type="checkbox"/> Commercial <input type="checkbox"/> Non Commercial <input type="checkbox"/>		<b>7</b> Value Added Services <input type="checkbox"/> Not Available		CN Expiry Date
<b>10</b> I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transporting		<b>9</b> Charges Amount(₹) a) Tariff (incl. Of FSC + Taxes) b) Risk Surcharge c) Total amount (a+b) Above charges are inclusive of GST & other taxes if applicable Mode of Payment: Cash <input type="checkbox"/> Card <input type="checkbox"/> Wallet <input type="checkbox"/>		<b>8</b> Mode (✓) <input checked="" type="checkbox"/> Surface <input type="checkbox"/> Air Cargo <input type="checkbox"/> Express <input type="checkbox"/>		
Sender's Signature & Seal		Consignment Number: 				
Date: _____ Time: _____ AM/PM I have read and understood terms & conditions printed overleaf of this consignment note and I agree to the same.		<b>11</b> Booking Branch / Franchisee Code		<b>12</b> Risk Surcharge		
		Courier Signature		Owner _____ Carrier _____		
<a href="http://www.dtdc.in">http://www.dtdc.in</a>    <a href="mailto:customersupport@dtcd.com">customersupport@dtcd.com</a>    +91-7305770577				SENDER COPY		March 2023

R-2

<b>DTDC</b>		<b>DTDC Express Limited</b> Regd. Office: No-3, Victoria Road Bengaluru - 560047		<b>ORIGIN</b>	<b>DEST.</b>	<b>Download MyDTDC app</b>  Available at select cities & pin codes
				<b>POUCH NO.</b>	<b>DATE</b>	
<b>Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction.</b>				The consignment note is not a tax invoice. A tax invoice will be made available by DTDC or its channel partner as the case may be, upon request.		
<b>1</b> Sender's (Consignor) Name: _____ Ph: _____		<b>2</b> Recipient's (Consignee) Name: _____ Ph: _____				
Company Name & Address: _____		Company Name & Address: _____				
City: _____ State: <u>28/05/12</u> PIN Code: _____		City: <u>SAKIN</u> State: _____ PIN Code: <u>110016</u>				
Sender's GSTIN*: _____		Recipient's GSTIN*: _____				
<b>3</b> Nature of consignment (✓) <input type="checkbox"/> Dox <input type="checkbox"/> Non-Dox <input type="checkbox"/> Total Num Pcs: _____		<b>4</b> Description of Content		Total Value of consignment for carriage / E-Way bill		
DIM 1: L _____ cm X B _____ cm X H _____ cm X _____ Pcs Actual Wt.: _____ kg						
DIM 2: L _____ cm X B _____ cm X H _____ cm X _____ Pcs Volumetric Wt.: _____ kg						
DIM 3: L _____ cm X B _____ cm X H _____ cm X _____ Pcs Chargeable Wt.: _____ kg						
<b>5</b> Paper Work Enclosures		<b>6</b> Type of consignment (✓) <input type="checkbox"/> Commercial <input type="checkbox"/> Non Commercial <input type="checkbox"/>		<b>7</b> Value Added Services <input type="checkbox"/> Not Available		CN Expiry Date
<b>10</b> I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transporting		<b>9</b> Charges Amount(₹) a) Tariff (incl. Of FSC + Taxes) b) Risk Surcharge c) Total amount (a+b) Above charges are inclusive of GST & other taxes if applicable Mode of Payment: Cash <input type="checkbox"/> Card <input type="checkbox"/> Wallet <input type="checkbox"/>		<b>8</b> Mode (✓) <input checked="" type="checkbox"/> Surface <input type="checkbox"/> Air Cargo <input type="checkbox"/> Express <input type="checkbox"/>		
Sender's Signature & Seal		Consignment Number: 				
Date: _____ Time: _____ AM/PM I have read and understood terms & conditions printed overleaf of this consignment note and I agree to the same.		<b>11</b> Booking Branch / Franchisee Code		<b>12</b> Risk Surcharge		
		Courier Signature		Owner _____ Carrier _____		
<a href="http://www.dtdc.in">http://www.dtdc.in</a>    <a href="mailto:customersupport@dtcd.com">customersupport@dtcd.com</a>    +91-7305770577				SENDER COPY		March 2023



		<b>DTDC Express Limited</b> Regd. Office: No-3, Victoria Road Bengaluru - 560047		<b>ORIGIN</b> POUCH NO.	<b>DEST.</b> DATE	Download MyDTDC app  Available at select cities & pin codes
<b>Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction.</b> The consignment note is not a tax invoice. A tax invoice will be made available by DTDC or its channel partner as the case may be, upon request.						
<b>1</b> Sender's (Consignor) Name: _____ Ph: _____ Company Name & Address: _____ City: _____ State: <u>KA</u> PIN Code: _____ Sender's GSTIN*: _____ *Where Applicable		<b>2</b> Recipient's (Consignee) Name: <u>Nindashan EN</u> Ph: _____ Company Name & Address: _____ City: <u>Bellary</u> State: <u>KA</u> PIN Code: <u>592009</u> Recipient's GSTIN*: _____ *Where Applicable				
<b>3</b> Nature of consignment <input checked="" type="checkbox"/> Dox <input type="checkbox"/> Non-Dox <input type="checkbox"/> Total Num Pcs: _____ DIM 1: L _____ cm X B _____ cm X H _____ cm X _____ Pcs Actual Wt.: _____ kg DIM 2: L _____ cm X B _____ cm X H _____ cm X _____ Pcs Volumetric Wt.: _____ kg DIM 3: L _____ cm X B _____ cm X H _____ cm X _____ Pcs Chargeable Wt.: _____ kg		<b>4</b> Description of Content _____ Total Value of consignment for carriage / E-Way bill _____ ₹				
<b>5</b> Paper Work Enclosures _____		<b>6</b> Type of consignment <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non Commercial <input type="checkbox"/>		<b>7</b> Value Added Services <input type="checkbox"/> Not Available <input type="checkbox"/> CN Expiry Date _____		
<b>10</b> I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transporting		<b>9</b> Charges Amount(₹) a) Tariff (incl. Of FSC + Taxes) _____ b) Risk Surcharge _____ c) Total amount (a+b) _____ Above charges are inclusive of GST & other taxes if applicable Mode of Payment: Cash <input type="checkbox"/> Card <input type="checkbox"/> Wallet <input type="checkbox"/>		<b>8</b> Mode <input checked="" type="checkbox"/> Surface <input type="checkbox"/> Air Cargo <input type="checkbox"/> Express <input type="checkbox"/> Consignment Number: <u>Z16161363</u>		
Sender's Signature & Seal _____ Date: _____ Time: _____ AM/PM I have read and understood terms & conditions printed overleaf of this consignment note and I agree to the same.		<b>11</b> Booking Branch / Franchisee Code _____ Courier Signature _____		<b>12</b> Risk Surcharge _____ Owner _____ Carrier _____		Download MyDTDC app  Available at select cities & pin codes
<a href="http://www.dtdc.in">http://www.dtdc.in</a>    <a href="mailto:customersupport@dtcd.com">customersupport@dtcd.com</a>    +91-7305770577				SENDER COPY March 2023		

**BEFORE THE CENTRAL ELECTRICITY REGULATORY  
COMMISSION,**

**NEW DELHI**

**PETITION NO. \_\_\_\_ OF 2023**

**IN THE MATTER OF**

Application under Sections 14, 15 and 79(1)(e) of the Electricity Act, 2003 read with Regulation 6 and Regulation 24 (Power to relax) of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 with respect to grant of transmission license to Serentica Renewables India 4 Private Limited.

**MEMO OF PARTIES**

**AND IN THE MATTER OF:**

**1. SERENTINCA RENEWABLES INDIA 4 PVT. LTD**

Through its Authorised Signatory. Its registered office located at DLF Cyber Park. 9th Floor, Tower B,  
Udhyog Vihar, Sector 20, Phase-3, Gurugram - 122008 ....

**...APPLICANT/PETITIONER**

**AND**

**1. CENTRAL TRANSMISSION UTILITY OF INDIA  
LIMITED,**

Through its Authorised Signatory  
Plot No. 2, Sector-29, Gurugram,  
Haryana-122001.

2. **NORTHERN REGIONAL POWER COMMITTEE  
(NRPC),**

Member Secretary, G5QQ+W4J, NRPC,  
Shaheed Jeet Singh Marg,  
Qutab Institutional Area,  
New Delhi, Delhi 110016

3. **HINDUSTAN ZINC LIMITED,**

Through its Authorised Signatory.  
Yashad Bhavan,  
Udaipur, Rajasthan-313004

... RESPONDENTS

**FILED BY**

**APPLICANT / PETITIONER**

**THROUGH**

**NEETI NIYAMAN  
Counsel for Applicant**

A-142, GROUND FLOOR,  
NEETI BAGH, NEW DELHI – 110049

PH: 011-46594466

Email: [avijeet@neetiniyaman.co](mailto:avijeet@neetiniyaman.co) ; [litigation@neetiniyaman.co](mailto:litigation@neetiniyaman.co);  
[court.clerk@neetiniyaman.co](mailto:court.clerk@neetiniyaman.co)

**Date: 29.05.2023**

**Place: New Delhi.**

**BEFORE THE CENTRAL ELECTRICITY REGULATORY**

**COMMISSION, NEW DELHI**

**PETITION NO. \_\_\_\_\_ TL/2023**

**IN THE MATTER OF**

Application under Sections 14, 15 and 79(1)(e) of the Electricity Act, 2003 read with Regulation 6 and Regulation 24 (*Power to relax*) of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 with respect to grant of transmission license to Serentica Renewables India 4 Private Limited.

**AND IN THE MATTER OF**

**SERENTINCA RENEWABLES INDIA 4 PVT. LTD,**

Through its Authorized Signatory,

Its registered office located at DLF Cyber Park,

9th Floor, Tower B, Udhog Vihar, Sector 20,

Phase-3, Gurugram – 122008

.... Applicant

**AND**

**1. CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED**

Through its authorized representative

Plot No. 2, Sector-29, Gurugram, Haryana-122001.

**2. NORTHERN REGIONAL POWER COMMITTEE (NRPC)**

Through its authorized representative

Member Secretary, G5QQ+W4J,



NRPC, Shaheed Jeet Singh Marg,  
Qutab Institutional Area,  
New Delhi – 110016

**3. HINDUSTAN ZINC LIMITED**

Through its authorized representative  
Yashad Bhavan, Udaipur, Rajasthan- 313004

.....Respondents

**APPLICATION UNDER SECTION 14, 15 AND 79 (1) (e) OF  
THE ELECTRICITY ACT, 2003 FOR GRANT OF  
TRANSMISSION LICENSE**

**MOST RESPECTFULLY SHOWETH:**

1. It is most respectfully submitted that Serentica Renewables India 4 Private Limited (hereinafter referred to as “**SRI4PL**” /“**Applicant**”) is filing the present Application under Section 14 of the Electricity Act, 2003 (the “**Act**”) read with the applicable provisions of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 (hereinafter referred to as “**Transmission Licence Regulations**”) seeking transmission license in respect of the transmission system as set out hereinbelow on build, own, operate and maintain basis (hereinafter referred to as “**the Project**”) consisting of the following elements:

S. No.	Name of the Transmission Element	Line Length (in Km)	Scheduled COD	Percentage of Transmission Charges recoverable on Scheduled COD of the Element of the Project
1.	(i) HZL - Kankroli (PG) 220kV D/c line (ii) Two (2) 220 KV bays in Kankroli (PG) S/s	Around 23	01 July 2024	All charges on bilateral basis between the Transmission Licensee and the Bulk Consumer (HZL), and it shall be outside PoC pool.

## BACKGROUND

2. Succinctly stated the facts leading to the filing of the instant Application are set out hereinbelow: -

- (a) It is submitted that the Applicant had entered into a Power Delivery Agreement dated 02.09.2022 (hereinafter referred to as “PDA”) with Hindustan Zinc Limited (“HZL”), a bulk consumer. As per the PDA, the Applicant Company is required to set up the renewable energy project for supply of contracted capacity to the Captive User i.e. HZL, under captive arrangement on a Round the Clock and long term basis. A copy of the

relevant pages of the Power Delivery Agreement dated 02.09.2022 is attached and marked hereto as Annexure P-1.

- (b) The relevant definitions and provisions of the PDA are set out hereinbelow:

Contracted Capacity

*"Contracted Capacity shall mean 200 MW RTC basis capacity contracted with the Captive User for sourcing by the Developer to Captive User at the Delivery Point from the Project as per the terms agreed in this Agreement."*

Delivery Point

*"shall mean a single point or multiple points at the voltage level of 220 Kv or above of the ISTS Sub-station(s) including the dedicated transmission lines connecting to the Project/ individual component with the Grid."*

Drawl Point

*"shall mean the point at the voltage level of 220 kV or above of the ISTS Sub-station(s) where the power is drawn through interconnecting lines by the Captive User."*

Dedicated Transmission Line

*"shall mean the 400/220 kV transmission line to be constructed by the Developer connecting the Switchyard of Captive User with the Drawl Point"*

Round the Clock basis

*"shall mean renewable energy sourced to achieve a minimum commitment of 70 percent of the Contracted Capacity (corresponding to a consistent load of 200 MW of the Captive User) on annual basis at the Delivery Point."*

Article 3.1.1 (iii)

**"3.1 Satisfaction of Condition Precedent by the Developer**

*3.1.1 The Developer shall endeavor to procure within 12 months from the date of execution of the agreement:*

*(i) Connectivity at the Delivery Point from CTU to remain connected to the ISTS grid sub-station, commensurate to the Term of the PDA;*

*Further, the Developer shall take all steps necessary to enable the Captive User to procure within 12 months from the date of execution of this Agreement:*

*(ii) Open Access from the Delivery Point to the Drawl Point from CTU, to enable injection of power from the Project to the ISTS Grid sub-station, commensurate to the Term of the PDA;*

*(iii) Connectivity through the Dedicated Transmission Line at the behest of the Captive User from the Drawl Point till the Switchyard of the Captive User's end from CTU / Appropriate Authority, commensurate to the Term of the PDA;*

*(iv) Ratification of ISTS charges waiver by the CERC/Appropriate Authority.*

*All costs in relation to the above stated obligations i.e., for the purpose of application and maintaining connectivity, shall be borne by*



*the Developer except any cost in relation to (ii) & (iii) above, as the Developer is enabling the Captive User to obtain the connectivity and access as provisioned under (ii) and (iii) above in the specified timeline. Any cost that has to be borne at the terminating end of the Dedicated Transmission Line, shall be borne by the Captive User. The Captive User undertakes to extend all support and facilitation as required to obtain the connectivity / open access and ratification of ISTS charges waiver by the Appropriate Authority."*

#### Article 4.2.2

#### **"4.2 Obligation(s) of the Developer**

##### 4.2.1 .....

*4.2.2 The Developer, at its own discretion and cost, either itself or through any of its subsidiaries or affiliates or permitted assigns, shall be responsible for construction, operation and maintenance of the Dedicated Transmission Line, within the timeline prescribed for SCD. The Developer shall take all necessary steps to synchronize the Dedicated Transmission Line with the Switchyard at Captive User's end, however, it shall be Captive User's obligation to make available the Switchyard at Captive User's end to the Developer to enable it take steps for synchronisation. The Developer shall not be liable for any loss/damage/penalty under this Agreement if the Dedicated Transmission Line is ready for regular service but is delayed being put in use on account of reasons not attributable to the Developer. In case the Captive User delay in making available the required equipment/land/bay/switchyard etc. for the purpose of synchronisation of the Dedicated Transmission Line and the Project is ready to supply power, the Developer shall be entitled to*

*receive ACCSP from Captive User, till such time, the synchronisation / integration of the Dedicated Transmission Line with the Switchyard at the Captive User's end is completed. All costs in relation to maintenance and operation of Switchyard and making the same available to the Developer, shall be borne by the Captive User."*

- (c) Pursuant to the obligations envisaged in the PDA, HZL had applied and secured connectivity to the Inter-State Transmission network operated by the Central Transmission Utility of India Limited (hereinafter referred to as "**CTUIL**") for a quantum of 200 MW, as a "Bulk Consumer" for its facility i.e. the Zinc smelter plant of HZL located at Rajasamand district of Rajasthan with start date of connectivity as 01.07.2024. This facility of HZL is located close to the existing 400/220 kV ISTS Kankroli (PG) substation of CTUIL (hereinafter referred to as "**Rajasamand Facility**").
- (d) It is submitted that vide its letter dated 10.02.2023 the CTUIL has intimated HZL about the grant of connectivity to its Rajasamand Facility as per the Connectivity Application made by it. It is important to highlight here that in this letter dated 10.02.2023 for Grant of Connectivity, it has been clarified by CTUIL that the implementation modalities for the transmission line required to utilise connectivity would be for the exclusive and dedicated use of HZL. A copy of the Grant of Connectivity intimated via letter dated 10.02.2023 of

the CTUIL is attached hereto and marked as Annexure P-2.

- (e) As per the conditions of grant of connectivity, the transmission line for operationalizing the connectivity granted *vide* letter dated 10.02.2023 to HZL for its Rajasamand Facility has to be built by HZL at its own cost. It is also important to highlight that HZL being a bulk consumer is not entitled to build a transmission line for its own exclusive use and which is dedicated in nature as per the provisions of the Electricity Act and the CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009. Furthermore, as already stated hereinabove that under the provisions of the PDA the obligation/ responsibility to set up, operate and maintain the transmission line which is akin to dedicated transmission line from the Drawl Point i.e., the Kankroli (PG) ISTS up to the Rajasamand Facility, has been contractually assigned to SRI4PL / the Applicant herein.
- (f) Hence, in light of above, the Applicant and HZL have jointly approached this Hon'ble Commission by way of a petition bearing no 77/MP/2023 seeking the Hon'ble Commission's guidance on implementation modality for the transmission line in order to operationalize the connectivity granted to HZL for its Rajasamand Facility for drawing 200 MW power as a Bulk Consumer. In this aforementioned Petition i.e., 77/MP/2023, by way of abundant caution and for the reasons stated hereinafter,



SRI4PL has been impleaded as a co-petitioner, and HZL has expressly nominated SRI4PL as its nominee to implement the subject transmission line, after obtaining the necessary Transmission License from this Hon'ble Commission.

- (g) In the above mentioned Petition i.e., 77/MP/2023, which is presently pending, the Applicant Company and HZL has submitted for the consideration of the Hon'ble Commission that as per HZL's existing power procurement arrangement, it is connected through the power transmission network of the State transmission utility for availing part supply of its power requirements from its 100% owned inhouse captive generation plant and part supply from the State DISCOM in capacity of a bulk consumer. Whereas, under the extant PDA executed with the Petitioner, HZL shall be procuring RE Power for its bulk consumption from its own private captive power plant. For the same, HZL had also approached the State DISCOM seeking the No-Objection-Certificate required to be submitted to CTU for grant of connectivity on ISTS to a Bulk Consumer. It is submitted that CTU after considering the requirements of a captive Power Generators for supply of power to a bulk consumer along with the NOC provided by the STU granted connectivity to the ISTS grid to HZL. Accordingly, HZL had sought parity and dispensation as given by this Hon'ble Commission in Petition No. 124/MP/2021 titled as *Reliance Industries Limited vs CTUIL & Ors*, wherein a similar issue with respect to



connectivity of a Bulk Consumer i.e., Reliance Industries Limited (hereinafter referred to as “RIL”) arose for consideration. In the said order, this Hon’ble Commission issued appropriate directions for ensuring connectivity with CTU/ ISTS network to the Bulk Consumer.

- (h) It is also submitted that in the RIL case, the option to implement the dedicated transmission line through its Special Purpose Vehicle or by nominating PGCIL has been given to the Bulk Consumer, whose right to make such a choice has been acknowledged and upheld by this Hon'ble Commission. In this regard, it is relevant to refer to the following excerpts from the order dated 05.01.2022 passed by this Hon’ble Commission in petition bearing no. 124/MP/2021:

*“Accordingly, after consultation with stakeholders two options have emerged regarding implementation modalities of transmission system for connectivity of M/s RIL as a bulk consumer and for sharing of its transmission charges:*

**Option 1:** *M/s RIL may set up a Special Purpose Vehicle (SPV) for implementation of the interconnecting line for Connectivity of its Oil Refinery as a Bulk Consumer. The SPV may obtain transmission license for implementation of the subject interconnecting line from CERC. After grant of the transmission license, M/s RIL can implement the transmission system for Connectivity via the SPV. The transmission line would in this case be owned by the SPV and*

*billing would be done bilaterally by the SPV to M/s RIL (based on trilateral agreement between the SPV, M/s RIL and CTU) for the entire useful life of the asset i.e., 35 years as per prevailing norms of CERC Regulations. The bill would be outside purview of the POC pool and suitable payment security/guarantee mechanism needs to be incorporated in the Agreement as protection against default of transmission charges payment/surrender of connectivity by M/s RIL, prior to completion of the useful life of the transmission assets.*

**Option 2:** *Implementation of the interconnecting line for Connectivity as a Bulk Consumer can also be carried out by POWERGRID under nomination basis. In this case the Connectivity line would be owned by POWERGRID and billing would be done bilaterally by POWERGRID to M/s RIL (based on trilateral agreement between the SPV, M/s RIL and CTU) for the entire useful life of the asset i.e. 35 years as per prevailing norms of CERC Regulations and the same would be outside purview of the POC pool. Also, suitable payment security/guarantee mechanism is required to be devised as protection against default of transmission charge payment/surrender of connectivity by M/s RIL, prior to completion of the useful life of the transmission assets. It is submitted that the Hon'ble Commission may further direct regarding the mode of implementation of transmission system for connectivity to M/s RIL as a bulk consumer."*

A copy of the order dated 05.01.2022 is attached and marked herewith as **Annexure P-3.**

- (i) The present application is necessitated for the reasons stated hereinabove and therefore, the Applicant company, whom HZL has co-opted for implementation of the subject Project, is applying for the grant of Transmission License.

#### **MATERIAL DETAILS ABOUT THE APPLICANT COMPANY**

1. M/s Serentica Renewables India 4 Pvt. Ltd. is a company incorporated under the Companies Act, 2013. It is a subsidiary of Serentica Renewables India Pvt Ltd (“**SRIPL**”).
2. Serentica Renewables India 4 Pvt Ltd is an affiliate of Sterlite Power Transmission Ltd (“**SPTL**”) and is managed by the same team as SPTL. Both of these companies are part of the Vedanta group, which is a natural resources and power sector conglomerate. SPTL is a leading private sector power transmission infrastructure developer and solutions provider with a robust portfolio of thirty (30) completed and under construction projects covering approximately 14,602 circuit Kms of transmission lines across India and Brazil.
3. SPTL is a leading integrated power transmission developer and solutions provider globally, focused on addressing complex challenges in the sector by tackling the key constraints of time, space, and capital. In its infrastructure business, it bids, designs, constructs, owns and operates power transmission assets across multiple geographies across the world.



4. Given its expertise in project execution and its experience in leveraging cutting-edge technology, SPTL has helped to meet the industry's need for timely implementation of projects on models like Build Own. Operate Maintain basis.
5. SPTL has commissioned nearly thirty-five (35) major transmission projects in the country under Tariff Based Competitive Bidding Route, prominent amongst them being Lakadia-Vadodadara Transmission Project, Bhopal - Dhule Transmission Project, Jabalpur-Dharamjaigarh-Bina Transmission Line etc.
6. SPTL has also commissioned 765KV and 400 KV substation like Bhopal Substation, Dhule Substation, Amargarh Substation etc. It is presently implementing various transmission projects and transmission substations across the country and planning for further expansion of its transmission business.
7. SRIPL has secured an investment of USD 650 Million from Kohlberg Kravis Roberts & Co. ("KKR"), a leading global investment firm, for the development of various RE projects out of which USD 110 Mn is dedicated towards HZL power supply scheme. Further, as part of equity contribution from the captive user under the PDA, HZL is to give INR 350 Cr to the Applicant. Out of INR 350 Cr, INR 105 Cr has already been provided to the Applicant. The Applicant is also under discussion to secure the debt funding for the Project. Accordingly, it can be seen that the Petitioner has the financial capability and wherewithal for implementing the Project.

8. The cost of the Project in the instant case is estimated to be around Rs 50 Crores. It may be pertinent to mention that in terms of Article 4.2.2 of the PDA, the cost of the implementation of the said Project shall be borne by the Applicant. The Applicant company has the technical and financial strength to set up, operate and maintain the Project as elaborated in paragraphs 2 to 7 above.
9. It is submitted that the Applicant has the technical and financial strength to set up, operate and maintain the Project. It is submitted that the grant of Transmission License would enable the Applicant to fulfil its obligation under Article 4.2.2 and Article 3.1.1.(ii), 3.1.1.(iii) of the PDA. It is also submitted that grant of transmission license is also a requirement in law without which the Applicant cannot proceed with the implementation of the Project, which in turn is necessary for operationalizing the ISTS connectivity granted to HZL on 10.02.2023.
10. As already stated above, the cost of construction of the subject Project for connectivity to ISTS shall be borne by the Applicant as per the terms of the PDA. The transmission charges for the said transmission line shall be as mutually agreed between the Applicant company and HZL. Therefore, it is submitted that such transmission charges shall not form part of the Yearly Transmission Charges under the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2020. Further, the payment security and other modalities shall be dealt with bilaterally between the

Applicant company and HZL through a separate Transmission Service Agreement. It is respectfully submitted that the Applicant shall not put the cost of the said Project as part of the PoC Pool for the reason that it is for the exclusive and dedicated use of HZL.

11. It is submitted that a Bulk Consumer is permitted to avail connectivity under both the erstwhile Connectivity Regulations as well as the GNA Regulations of the Hon'ble Commission. A Bulk Consumer is also permitted under the scheme of the Electricity Act 2003 for procuring power from a Captive Generating plant subject to the conditions stipulated under the Electricity Act, 2003 read with the conditions of the Regulations framed by the Hon'ble Commission.
12. It is submitted that HZL satisfies all the conditions stipulated for a Bulk Consumer to procure power from its own captive generation plant. The only impediment being faced is the construction of the transmission line from HZL's switchyard to the ISTS pooling station identified by the CTU for grant of connectivity i.e. the subject Project in respect whereof the Applicant is seeking transmission licence.
13. It is also worthwhile to note at this junction that the Captive Generator (i.e. the Applicant herein) is also constructing its dedicated transmission line from its generation switchyard to the identified ISTS pooling station. In order to facilitate the supply of power under the PDA, the Applicant seeks to construct the instant Project, that is, the transmission line from HZL's switchyard to Kankaroli (PG) S/s for its Bulk Consumer



(HZL). The cost of constructing the transmission line shall be borne by the Applicant and will be used solely by the Bulk Consumer / HZL.

14. In light of the above considerations, it is most respectfully submitted that in the backdrop of the peculiar facts and circumstances of the present case set out herein above as well as those submitted in Petition No. 77/MP/2023, the Petitioner respectfully beseeches this Hon'ble Commission to invoke and exercise its plenary regulatory powers and relax the provisions relating to grant of Transmission License in the instant case and thereby grant Transmission License to the Applicant herein in respect of the said Project. The Applicant does not fall under the criteria and is not eligible as per Regulation 6 of the Transmission License Regulations, reproduced herein below. However, for the reasons stated above it is a fit case for relaxation of the provisions of Regulation 6 by invoking of the power vested with this Hon'ble Commission under Regulation 24 of the Transmission Licence Regulations. Therefore the Applicant is invoking the powers of this Hon'ble Commission under Regulation 24 of the Transmission License Regulations to relax and allow the present Application for grant of the Transmission License so as to fulfil its obligations under the PDA and in order to operationalize the ISTS connectivity granted to the Bulk Consumer / HZL. Regulations 6 and 24 are reproduced here below:

***"6. Eligibility for Grant of licence***

*No person shall be eligible for grant of licence unless it is—*



- (a) selected through the process under the guidelines for competitive bidding, or*
- (b) a state owned or controlled company identified as a project developer on or before 5.1.2011, or*
- (c) a generating company which has established the dedicated transmission line, and intends to use such dedicated transmission line as the main transmission line and part of the inter-State transmission system”*

**“24. Power to Relax**

*The Commission may, when it considers necessary or expedient to do so and for reasons to be recorded in writing, relax or depart from any of the provisions of these regulations.”*

It may be worthwhile to highlight here that there are valuable precedents wherein this Hon'ble Commission has invoked its Power to Relax under Regulation 24 to grant transmission licence. Applicant invites the attention of this Hon'ble Commission to its order passed on 15.05.2023 in Petition No. 103/TL/2023 in this regard.

15. The Applicant is seeking the aforesaid dispensation and relaxation in view of the following facts peculiar to it: -
  - (i) The said Project which is necessary to operationalize connectivity granted to HZL.
  - (ii) The Project is for the exclusive use of Bulk Consumer / HZL.
  - (iii) The transmission charges in relation to the Project are to be borne bilaterally by the Applicant and HZL, and the same shall not form a part of the PoC pool.

- (iv) The Applicant has necessary financial strength and technical competence to set up the Project and operate as well as maintain it.
- 16. This Hon'ble Commission has prescribed the form of application and also the amount of fee for making an application for a transmission license under the Transmission Licence Regulations. Along with the present application, the Applicant is also submitting the said application forms in the prescribed format along with the requisite fees as per Regulation 7(1) of the Transmission Licence Regulations.

A Copy of the duly filled Form-I under the Transmission License Regulations along with its enclosures i.e. Certificate of Incorporation, memorandum of association and articles of association and original board resolution passed by the Applicant company are enclosed herewith and marked as **ANNEXURE P-4 (Colly)**.

- 17. That the present petition is supported by an affidavit, as per Regulation 7 (3) of the Transmission License regulations which is signed by Shri Balaji Sivan, the authorized signatory of the Applicant Company who is acquainted with the facts of the present petition.
- 18. It is most respectfully submitted that the copy of the present Application for grant of transmission license has been forwarded to HZL, which is the only customer as per Regulation 7(4) of the Transmission License Regulations.

19. It is further submitted that the Applicant is submitting/furnishing a copy of the instant Application to Central Transmission Utility as required under Section 15 (3) of the Act and Regulation 7(6) of Transmission Licence Regulations for its recommendations, if any, in accordance with Section 15(4) of the Act, simultaneously with the submission of this Application before this Hon'ble Commission.
20. The Applicant has uploaded the present Application for grant of Transmission Licence along with Form II on its website on <https://www.serenticaglobal.com> as per Regulation 7(4) and Regulation 7(5) of the Transmission Licence Regulations so as to facilitate the access to the Application by any person through internet.
21. It is humbly submitted before this Hon'ble Commission that the Applicant shall also comply with all the other requirements as provided under the Transmission License Regulations. The Applicant shall place the compliance report on record before this Hon'ble Commission.

### **PRAYERS**

The Applicant hereby humbly prays that this Hon'ble Commission may:

- a) Admit the present Application.
- b) Grant the Transmission License to the Applicant for establishing, operating, and maintaining the Project by invoking and exercising the Power to Relax under

Regulation 24 of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009.

- c) Condone any inadvertent errors omissions/ errors / shortcomings and permit the Applicant to add/change/modify/alter these filings and make further submissions as may be required at a future date.
- d) Pass such other Order(s) and/or direction(s) as this Hon'ble Commission may deem just and proper in the facts and circumstances of the case.

  
**SERENTINCA RENEWABLES INDIA 4 PVT. LTD /**  
**APPLICANT**



**THROUGH**

  
**NEETI NIYAMAN**  
**Counsel for Applicant**  
A-142, GROUND FLOOR,  
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[litigation@neetiniyaman.co](mailto:litigation@neetiniyaman.co);  
[court.clerk@neetiniyaman.co](mailto:court.clerk@neetiniyaman.co)

**Date: 22.05.2023**

**Place: New Delhi**



BEFORE THE CENTRAL ELECTRICITY REGULATORY  
COMMISSION, NEW DELHI

PETITION NO. \_\_\_\_\_ TL/2023

IN THE MATTER OF:

SERENTINCA RENEWABLES INDIA 4 PVT. LTD

...APPLICANT / PETITIONER

VERSUS

CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED &  
Ors.

... RESPONDENTS

**AFFIDAVIT**

I, Balaji Sivan, S/o Venkatraman Sivan aged about 45 years, office at 9<sup>th</sup> Floor, Block B DLF Cyber Park, Udyog Vihar Phase III, Sector 20, Gurugram Haryana 122008 Presently at New Delhi, do hereby solemnly affirm and state as under:

1. That I am the authorized signatory/ authorized representative of the Applicant Company. I am fully conversant with the facts and circumstances of the case, and I have been duly authorized and am, therefore, competent to affirm this affidavit.
2. That the present Petition has been drafted on my instructions and I affirm that the facts stated therein are true to my knowledge based on the records which I believe to be true and correct. The contents of all paragraphs of the present Petition and parts thereof are true to the personal knowledge of the deponent.



3. That the annexures filed along with the accompanying Petition are true copies of their respective originals.

*[Signature]*  
**DEPONENT**  
 Sereva Renewables India 4 Private Limited

### VERIFICATION

I, the deponent above named do hereby verify that the contents of my above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

*Suneel*  
 I Identified the deponent who has signed in my presence

*[Signature]*  
**DEPONENT**  
 Sereva Renewables India 4 Private Limited

22 MAY 2023

Verified at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2023.



**ATTESTED**  
*[Signature]*  
 NOTARY (Govt. of India)  
 Neelam Sharma  
 Advocate  
 Ch. No. 1072, Phase I, 11  
 Patiala House Courts,  
 New Delhi-110001  
 (M) 9899408301

22 MAY 2023

**CENTRAL ELECTRICITY REGULATORY COMMISSION  
NEW DELHI**

**Petition No. 183/TL/2023  
and  
Petition No. 77/MP/2023**

**Coram:  
Shri Jishnu Barua, Chairperson  
Shri I. S. Jha, Member  
Shri Arun Goyal, Member  
Shri P. K. Singh, Member**

**Date of Order: 30<sup>th</sup> August, 2023**

**Petition No. 183/TL/2023**

**In the matter of**

Application under Sections 14, 15 and 79(1)(e) of the Electricity Act, 2003 read with Regulation 6 and Regulation 24 (Power to relax) of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 with respect to grant of transmission license to Serentinca Renewables India 4 Private Limited.

**And**

**In the matter of**

**Serentinca Renewables India 4 Private Limited,**  
DLF Cyber Park. 9th Floor,  
Tower B, Udhog Vihar,  
Sector 20, Phase-3,  
Gurugram - 122008

.....**Petitioner**

**VERSUS**

**1. Central Transmission Utility of India Limited,**  
Plot No. 2, Sector-29,  
Gurugram,  
Haryana-122001.

**2. Northern Regional Power Committee (NRPC),**  
Member Secretary, G5QQ+W4J,  
NRPC, Shaheed Jeet Singh Marg,  
Qutab Institutional Area,  
New Delhi, Delhi 110016.

**3. Hindustan Zinc Limited,**  
Yashad Bhavan, Udaipur,  
Rajasthan-313004.

.....**Respondents**



**Petition No. 77/MP/2023****In the matter of**

Petition under Section 79 of the Electricity Act, 2003, read with Section 38 and Regulations 33A (Power to Relax) and 33B (Power to Remove Difficulty) of the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009, thereby invoking the regulatory powers of the Commission, as well as its Power to Relax and to Remove Difficulties, seeking the guidance of the Commission on implementation modality of the dedicated line that is necessary to operationalize the connectivity granted to Hindustan Zinc Ltd. for 200 MW as a Bulk Consumer.

**And****In the matter of**

1. **Serentinca Renewables India 4 Private Limited,**  
DLF Cyber Park, 9th Floor,  
Tower B, Udhyog Vihar,  
Sector 20, Phase-3,  
Gurugram- 122008.

2. **Hindustan Zinc Limited,**  
Yashad Bhavan, Udaipur,  
Rajasthan-313004

.....**Petitioners**

**VERSUS**

1. **Central Transmission Utility of India Limited,**  
Plot No. 2, Sector-29,  
Gurugram, Haryana-122001.

2. **Northern Regional Power Committee,**  
Member Secretary, G5QQ+W4J,  
NRPC, Shaheed Jeet Singh Marg,  
Qutab Institutional Area,  
New Delhi, Delhi 110016.

.....**Respondents**

**Parties Present:**

Shri Avijeet Lala, Advocate for the Petitioners  
Shri Sakya Chaudhuri, Advocate for the Petitioners  
Ms. Shreevidya Nargolkar, Advocate for the Petitioners  
Shri Swapnil Verma, CTUIL  
Shri Siddharth Sharma, CTUIL  
Ms. Muskan Agarwal, CTUIL

**ORDER**

The Petitioner, Serentinca Renewables India 4 Private Limited, has filed the Petition (Petition No. 183/TL/2023) with the following prayers:

*“(a) Admit the present Application.*

*(b) Grant the Transmission License to the Applicant for establishing, operating, and maintaining the Project by invoking and exercising the Power to Relax under Regulation 24 of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009.*

*(c) Condone any inadvertent errors omissions/ errors / shortcomings and permit the Applicant to add/change/modify/alter these filings and make further submissions as may be required at a future date.*

*(d) Pass such other Order(s) and/or direction(s) as this Commission may deem just and proper in the facts and circumstances of the case.”*

2. The Petitioners, Serentinca Renewables India 4 Private Limited and Anr., have filed the Petition (Petition No. 77/MP/2023) with the following prayers:

*“(a) Issue appropriate directions upon the Central Transmission Utility of India Limited/ Respondent No. 1 to take steps for operationalizing the connectivity granted to the Rajasamand Facility of the Petitioner no. 2 with 400/200 kV ISTS substation located at Kankroli, Rajasthan to enable it to procure 200 MW power through open access, by planning and coordinating the construction of the transmission line, in terms of the Intimation of Grant of Connectivity dated 10.02.2023;*

*(b) Permit the Petitioner No. 2 to implement the dedicated transmission line between its Rajasamand Facility and the ISTS substation at Kankroli (PG), Rajasthan through Petitioner No. 1 or its SPV in terms of Article 3.1.1 (iii) and Article 4.2.2 of the Power Delivery Agreement dated 02.09.2022;*

*(c) Pass any other and/ or any such orders as this Commission may deem fit and proper under the facts and circumstances of the present case and in the interest of justice.”*

3. The matters were called out for the hearing on 21.8.2023. During the course of the hearing, learned counsels for the Petitioners sought permission to withdraw the present Petitions with the liberty to approach the Commission later on, if required. The learned

counsel for the Petitioners also prayed to adjust the filing fees paid in Petition No. 183/TL/2023 against the Petition to be filed in future, if required.

4. Learned counsel for the Respondent, Central Transmission Utility of India Limited, submitted that CTUIL has no objection in this regard.

5. Considering the submissions of the learned counsel for the parties, the Petitioners are permitted to withdraw the present Petitions with the liberty to file a fresh Petition, in accordance with law. However, the prayer of an adjustment of filing fees in Petition No. 183/TL/2023 is not allowed.

6. Accordingly, Petition No. 183/TL/2023 and Petition No. 77/MP/2023 are disposed of as withdrawn.

Sd/-  
**(P. K. Singh)**  
Member

sd/-  
**(A.K. Goyal)**  
Member

sd/-  
**(I. S. Jha)**  
Member

sd/-  
**(Jishnu Barua)**  
Chairperson

## FORMAT-GNA-APP-2

**APPLICATION FOR GRANT OF GNARE TO ENTITIES OTHER THAN STU  
UNDER REGULATION 20.1 AND 20.3 FOR ENTITIES UNDER REGULATION  
17.1(II), (III) AND (V)**

1. **Name of the Applicant** : Hindustan Zinc Limited
2. **Address of correspondence** : Yashad Bhawan, Udaipur
3. **State** : Rajasthan
4. **GST Number** : 08AAACH7354K1ZB
5. **PAN No** : AAACH7354K
6. **Contact Details**

**Primary Contact**

**Details**

Primary Contact Person Name : Vishnu Khandelwal

Designation : Manager Renewable Power

Phone No. (Mobile) : +91 9829030982

E-Mail : [vishnu.khandelwal@vedanta.co.in](mailto:vishnu.khandelwal@vedanta.co.in)

**Alternate Contact Details:**

Alternate Contact Person Name : Rajendra Pandwal

Designation : Company Secretary

Phone No. : +91 9829796249

E-Mail : [rajendra.pandwal@vedanta.co.in](mailto:rajendra.pandwal@vedanta.co.in)
7. **Nature of applicant:**
  - Bulk consumer seeking to connect to ISTS directly
8. **Details for General Network Access (GNA)**
  - a. Quantum (MW) of GNA required:
    - Quantum (MW) of GNA within the region: [A]: 180 MW [Drawl from Bikaner II (NR)]
    - Quantum (MW) of GNA outside the region: [B]: 200 MW [Kallam, WR]
    - Total Quantum (MW) of GNA required: [C=A+B]. 200 MW RTC drawl envisaged at Kankroli substation , NR [To be considered as GNARE under clause 20.4 of CERC GNA regulation 1st amendment 2023]

- b. Start date of GNA: **01-07-2024**
- c. End date of GNA (more than 11 months): **30-06-2049**
- d. Intra-state substation including voltage level at which connected: **Kankroli STU SS (currently connected)**
- e. ISTS substation including voltage level at which connected:
- f. Details of nearest 765/400/220/132 kV ISTS sub-stations: **(for “Bulk consumer seeking to connect to ISTS directly” OR “Distribution licensee seeking to connect to ISTS directly”)**

Sub-Station Name: Kankroli ISTS SS

Voltage levels available: 400/220 kV

Owner:

Distance (km):

**9. Details of Bank Account for Refund of fee**

Beneficiary Account Number: **00010320004553**

Beneficiary Account Name: **Hindustan Zinc Limited**

IFSC Code: **HDFC0000001**

Bank Name: **HDFC**

Branch Name: **Udaipur**

**10. Details of Documents Enclosed with the Application as applicable**

- i. Notarized affidavit as per **FORMAT-AFFIDAVIT - Enclosed**
- ii. Certified true copy of Board Resolution authorizing a person for filing of application, where applicant is a company - Enclosed
- iii. Consent of the concerned STU in terms of availability of transmission capacity in intra-State transmission system for such quantum and period of GNA by drawee entity connected to intra-state transmission system – **NOC from STU enclosed**
- iv. Copy of licensee issued by appropriate Commission, if case of entity under Regulation

17.1 (iii) and (v), as applicable. - **NA**

I confirm that I am well aware of the CERC Regulations and Detailed Procedure and all the details entered by me are in conformity with the Regulations.

I submit that all the details given in the attached Application for GNA are true and correct and nothing material has been concealed thereof. I hereby agree and acknowledge that in case of any deficiency in the application, I shall have only one opportunity to rectify the deficiencies within the stipulated time period (as per Regulations/Procedure) where after the application shall be liable for rejection at my risk and responsibility.

Submission Date: 4<sup>th</sup> May-23

Submission Time:

Digital Signature:

No. HZL/RE/CTU/2023-24/02

Date- 6<sup>th</sup> Jun-23

To,

Chief Operating Officer,  
Central Transmission Utility of India,  
Gurugram, India.

Subject- Clarification regarding re-submission of Affidavit

Dear Sir,

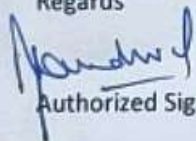
We have received grant of 200 MW Bulk Consumer connectivity under CERC (Grant of Connectivity, Long Term Access and Medium-Term Open Access in inter-State transmission system and related matters) Regulation, 2009.

The GNA regulation came into effect from 5<sup>th</sup> April 2023, and we applied for transition of our connectivity under GNA. We have submitted all documents as per requirement, but some typographical error occurred in affidavit.

We are resubmitting the correct affidavit but our board resolution as well as subsequent authorizations has been changed during this period which were valid till 31<sup>st</sup> May-23 and now revised for further 2 years.

Kindly accept the revised affidavit with updated board resolution and authorizations and do needful for transition of our connectivity under GNA.

Regards

  
Authorized Signatory

Sustainability | Pg. 86 of 100







GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS  
Central Registration Centre

## Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that KISHTWAR TRANSMISSION LIMITED is incorporated on this Fifteenth day of April Two thousand twenty-one under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the cor U40106DL2021GOI380131.

The Permanent Account Number (PAN) of the company is **AAICK7422M** \*

The Tax Deduction and Collection Account Number (TAN) of the company is **DELK22741F** \*

Given under my hand at Manesar this Fifteenth day of April Two thousand twenty-one .



Digital Signature Certifi  
KAMAL HARJANI

For and on behalf of the Jurisdictional Registrar of  
Registrar of Compa  
Central Registration Ce

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents submitted by the applicant(s). This certificate is neither a license nor permission to conduct business or solicit public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on [www.mca.gov.in](http://www.mca.gov.in)

Mailing Address as per record available in Registrar of Companies

KISHTWAR TRANSMISSION LIMITED

URJANIDHI, FIRST FLOOR, 1, BARAKHAMBHA, LANE, CONNAUGHT  
PLACE, NEW DELHI,, DELHI, Central Delhi, Delhi, India, 110001



\* as issued by the Income Tax Department

[Pursuant to Schedule I (see sections 4 and 5) to the Companies Act, 2013] FORM NO. INC-33

**SPIC e+MOA**  
(e-Memorandum of Association)

\* Table applicable to company as notified under schedule I of the companies Act, 2013

A

**Table A- MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES**

1. The Name of the Company is

KISHTWAR TRANSMISSION LIMITED

2. The Registered office of the company will be situated in the state of

Delhi-DL

3.(a) The objects to be pursued by the company on its incorporation are

To develop Power System Network

To plan, promote and develop an integrated and efficient power transmission system network in all its aspects including planning, investigation, research, design and engineering, preparation of preliminary, feasibility and definite project reports, construction, operation and maintenance of transmission lines, sub-stations, load dispatch stations and communication facilities and appurtenant works, coordination of integrated operation of state, regional and national grid system, execution of turn-key jobs for other utilities/organizations and wheeling of power in accordance with the policies, guidelines and objectives laid down by the Central Government from time to time.

To study, investigate, collect information and data

To study, investigate, collect information and data, review operation, plan, research, design and prepare Report, diagnose operational difficulties and weaknesses and advise on the remedial measures to improve, undertake development of new and innovative product connected with business of the Company as well as modernize existing EHV, HV lines and Sub-Stations.

To act as Consultants/ Technical Advisers of public/ private sector enterprises etc.

To act as consultants, technical advisors, surveyors and providers of technical and other services to Public or Private Sector enterprises engaged in the planning, investigation, research, design and preparations of preliminary, feasibility and definite project reports, manufacture of power plant and equipment, construction, generation, operation and maintenance of power transmission system from power generating stations and projects, transmission, distribution and sale of power.

3.(b) Matters which are necessary for furtherance of the objects specified in clause 3(a) are

1. To obtain authority etc. to carry out its objects To obtain license, approvals and authorization from Governmental Statutory and Regulatory Authorities, as may be necessary to carry out and achieve the Objects of the Company and connected matters which may seem expedient to develop the business interests of the Company in India and abroad.

2. To obtain charters, concession etc.

To enter into any arrangement with the Government of India or with any State Government or with other authorities/ commissions, local bodies or public sector or private sector undertakings, Power Utilities, Financial Institutions, Banks, International Funding Agencies and obtain such charters, subsidies, loans, advances or other money, grants, contracts, rights, sanctions, privileges, licenses or concessions whatsoever (whether statutory or otherwise) which the Company may think it desirable to obtain for carrying its activities in furthering the interests of the Company or its members.

3. To enter into Implementation/ Construction Agreement

To enter into any agreement, contract or any arrangement for the implementation of the power generation, evacuation, transmission and distribution system and network with Power/Transmission Utilities, State Electricity Boards, Vidyut Boards, Transmission Companies, Generation Companies, Licensees, Statutory bodies, other organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc.

4. To carry on the business or purchasing, importing, exporting and trading power To carry on the business or purchasing, importing,

exporting and trading of power subject to the provisions of Electricity Act, 2003 and to supply electric power generated by other plants to distribution companies, trading companies, other generation companies and other Persons, and in this regard execute agreements with Central and State generating authorities, departments or companies, Independent Power Producers and other Persons.

5. To enter into Agreements; etc. To secure the payments of money, receivables on transmission and distribution of electricity and sale of fuel, as the case may be, to the State Electricity Boards, Vidyut Boards, Transmission Utilities, Generating Companies, Transmission Companies, Distribution Companies, State Governments, Licensees, statutory bodies, other organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc. through Letter of Credits/ESCROW and other security documents.

6. To execute transmission service Agreements To execute Transmission Service Agreements or other agreements for transmission of power to distribution, trading, and other companies, State Electricity Boards, State Utilities and any other organization and Persons.

7. To co-ordinate with Central Transmission Utility To coordinate with the Central Transmission Utility for transmission of electricity under the provisions of Electricity Act 2003.

8. To borrow money Subject to provisions of Sections 73, 179, 180 and other applicable provisions of the Companies Act, 2013 and subject to other laws or directives, if any, of SEBI/RBI, to borrow money in Indian rupees or foreign currencies and obtain foreign lines of credits/ grants/aids etc. or to receive money or deposits from public for the purpose of the Company's business in such manner and on such terms and with such rights, privileges and obligations as the Company may think fit. The Company may issue bonds/ debentures whether secured or unsecured; bills of exchange, promissory notes or other securities, mortgage or charge on all or any of the immovable and movable properties, present or future and all or any of the uncalled capital for the time being of the Company as the Company may deem fit and to repay, redeem or pay off any such securities or charges.

9. To lend money To lend money on property or on mortgage of immovable properties or against Bank guarantee and to make advances of money against future supply of goods and services on such terms as the Directors may consider necessary and to invest money of the Company in such manner as the Directors may think fit and to sell, transfer or to deal with the same.

10. To acquire, own, lease or dispose off the property

To own, possess, acquire by purchase, lease or otherwise rights, title and interests in and to, exchange or hire real estate, equipment, Transmission lines, lands, buildings, apartments, plants, equipment, machinery, fuel blocks and hereditaments of any tenure or descriptions situated in India or abroad or any estate or interest therein and any right over or connected with land so situated and turn the same to account in any manner as may seem necessary or convenient for the purpose of business of the Company and to hold, improve, exploit, re-organize, manage, lease, sell, exchange or otherwise dispose of the whole or any part thereof.

11. To deal in Scrips/Govt. Securities Subject to applicable provisions of law, to subscribe for, underwrite, or otherwise acquire, hold, dispose of and deal with the shares, stocks, debentures or other securities and titles of indebtedness or the right to participate in profits or other similar documents issued by any Government authority, Corporation or body or by any company or body of persons and any option or right in respect thereof.

12. To create funds and appropriate profits To create any depreciation fund, reserve fund, sinking fund, insurance fund, gratuity, provident fund or any other fund, for depreciation or for repairing, improving extending or maintaining any of the properties of the Company or for any other purposes whatsoever conducive to the interests of the Company.

13. To purchase or otherwise acquire companies To acquire shares, stocks, debentures or securities of any company carrying on any business which this Company is entitled to carry on or acquisition of undertaking itself which may seem likely or calculated to promote or advance the interests of the Company and to sell or dispose of or transfer any such shares, stocks or securities and the acquired undertaking.

14. To enter into partnership Agreement or Merge /amalgamate

To enter into partnership or into any agreement for joint working, sharing or pooling profits, joint venture, amalgamation, union of interests, co-operation, reciprocal concessions or otherwise or amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business or transaction in India or abroad which the Company is authorized to carry on or engage in any business undertaking having objects identical or similar to, as are being carried on by this Company.

15. To have agencies and branch offices in India and abroad To establish and maintain agencies, branch offices and local agencies, to procure business in any part of India and world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as deemed proper in the interest of the Company.

16. To promote institutions or other companies To promote and undertake the formation of any institution or Company or subsidiary company or for any aforesaid objects intended to benefit the Company directly or indirectly and to coordinate, control and guide their activities.

17(a) To acquire know how and import-export of machinery and tools etc. To negotiate and enter into agreements and contracts with domestic and foreign companies, persons or other organizations, banks and financial institutions, in relation to the business of the Company including that of technical know-how, import, export, purchase or sale of plant, machinery, equipment, tools, accessories and consumables, financial assistance and for carrying out all or any of the objects of the Company.

17(b)

To negotiate and enter into agreements etc. To negotiate and enter into agreements and contracts for execution of turnkey jobs, works, supplies and export of plant, machinery, tools and accessories etc.

18. To enter into contracts/arrangements in connection with issue of shares/securities. Upon and for the purpose of any issue of shares, debentures or any other securities of the Company, to enter into agreement with intermediaries including brokers, managers of issue/ commission agents and underwriters and to provide for the remuneration of such persons for their services by way of payment in cash or issue of shares, debentures or other securities of the Company or by granting options to take the same or in any other manner as permissible under the law.

19. To enter into contracts of indemnity and/or guarantee To enter into contracts of indemnity and get guarantee and allocations for the business of the Company.

20. To arrange for Training and Development To make arrangements for training of all categories of employees and to employ or otherwise engage experts, advisors, consultants etc. in the interest of achieving the Company's objects.

21. To promote conservation, protect environment, theft etc. To promote conservation and protection of electricity from theft, safety of life and to protect environments including air, land and water etc.

22. To provide for welfare of employees

To pay and provide for the remuneration, amelioration and welfare of persons employed or formerly employed by the Company and their families providing for pension, allowances, bonuses, other payments or by creating for the purpose from time to time the Provident Fund, Gratuity and other Funds or Trusts. Further to undertake building or contributing to the building or houses, dwellings or chawls by grants of money, or by helping persons employed by the Company to effect or maintain insurance on their lives by contributing to the payment of premium or otherwise and by providing or subscribing or contributing towards educational institutions, recreation, hospitals and dispensaries, medical and other assistance as the Company may deem fit.

23. To take Insurance -To ensure any rights, properties, undertakings, contracts, guarantees or obligations or profits of the Company of every nature and kind in any manner with any person, firm, association, institution or company.

24. To share the profits pay, dividends and provide bonus etc To distribute among members of the Company dividend including bonus shares out of profits, accumulated profits or funds and resources of the Company in any manner permissible under law.

25. To institute and defend the legal proceedings To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and to allow time for payment or satisfaction of any debts or recovery due, claims or demands by or against the Company and to refer any claims or demands by or against the Company or any differences arising in execution of contracts to conciliation and arbitration and to observe, comply with and/or challenge any awards preliminary, interim or final made in any such arbitration.

26. To pay and subsequently write off preliminary expenses To pay out of the funds of the Company all costs, charges, expenses and preliminary and incidental to the promotion, formation, establishment and registration of the Company or other expenses incurred in this regard.

27. To contribute and make donations-Subject to provisions of Companies Act, 2013 to contribute money or otherwise assist to charitable, benevolent, religious, scientific national, defense, public or other institutions or objects or purposes.

28. To open accounts in Banks-To open an account or accounts with any individual, firm or company or with any bank bankers or shrofs and to pay into and withdraw money from such account or accounts.

29. To accept gifts, donations etc. To accept gifts, bequests, devises and donations from members and others and to make gifts to members and others of money, assets and properties of any kind.

30. To pursue the objects of the Company as principal, agents, trustee or in any other capacity To carry out all or any of the objects of the company and do all or any of the above things in any part of the world and either as principal, agent, contractor or trustee or otherwise and either alone or in conjunction with others.

31. To enter into Contracts To negotiate and/or enter into agreement and contract with individuals, companies, corporations, foreign or Indian, for obtaining or providing technical, financial or any other assistance for carrying on all or any of the objects of the Company and also for the purpose of activating, research, development of projects on the basis of know-how and/or financial participation and for technical collaboration, and to acquire or provide necessary formulate and patent rights for furthering the objects of the company.

32. To contribute towards promotion of trade and industry To aid pecuniary or otherwise, any association, body or movement having for its object the solution, settlement or surmounting of industrial or labour problems or trouble or the promotion of industry or trade.

33. To take all necessary steps for winding up of the company -Subject to the provisions of Companies Act, 2013 or any amendment or re-enactment thereof in the event of winding up to distribute among the members in specie any property of the Company or any proceeds of sale on disposal of any property in accordance with the provisions of the Act.

34. To do and perform all coincidental and ancillary acts for the attainment of its objects-

To do all such other things as may be deemed incidental or conducive to the attainment of the above Objects or any of them and to carry on any business which may seem to the Company capable of being conveniently carried in connection with any of the Company's Objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

35. To take up studies and research experiments. To establish, provide, maintain and conduct or otherwise subsidize research laboratories and experimental workshops for scientific, technical or researches, experiments and to undertake and carry on directly or in collaboration with other agencies scientific and technical research experiments and tests of all kinds and to process, improve and invent new products and their techniques of manufacture and to promote, encourage, reward in every manner studies and research, scientific and technical investigations and inventions of any kind that may be considered likely to assist, encourage and promote rapid advances in technology, economies, import substitution or any business which the Company is authorized to carry on.

36. To evolve scheme for restructuring or arrangement. Subject to provisions of the Companies Act, 2013, to evolve scheme for restructuring or arrangement, to amalgamate or merge or to enter into partnership or into any consortium or arrangement for sharing of profits, union of interests, co-operation, joint venture with any Person or Persons, partnership firm/firms, or company or companies carrying on or engaged in any operation capable of being conducted so conveniently in co-operation with the business of the Company or to benefit the Company or to the activities for which the Company has been established.

37. To apply for purchase, or otherwise acquire. To apply for purchase, or otherwise acquire any trademarks, patents, brevets, inventions, licenses, concessions and the like, conferring any exclusive or nonexclusive or limited rights to use, or any secret or other information as to any invention which may be capable of being used for any of the purposes of the Company, or the acquisition of which may benefit the Company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired.

38. To sell, dispose or hive off an undertaking of the Company To sell, dispose or hive off an undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other association, corporation or company.

39. To sell, improve, manage, develop To sell, improve, manage, develop, exchange, loan, lease or let, under-lease, sub - let, mortgage, dispose of, deal with in any manner, turn to account or otherwise deal with any rights or property of the Company.

40. To outsource parts of its activities To outsource parts of its activities to achieve higher efficiencies and throughputs in the achievement of its business goals.

4. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

5.The share capital of the company is

100,000.00

rupees, divided into,

198

10,000.00	Equity	shares of	10.00	rupees each	,and
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- 6

☒ We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

☐ I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company (Applicable in case of one person company):

S.No.	Subscriber Details					199
	Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of shares taken		DSC	Dated
1	PFC Consulting Limited R/o Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110001 Through Manish Kumar Agarwal S/o Narender Agarwal R/o 41, Second Floor, Gyan Khand-III, Indrapuram, Shipra Sun City, Ghaziabad, UP-201014 Service (As Authorized Signatory of PFC Consulting Limited)	AIEPK3387Q	9400	Equity	MANISH KUMAR AGARWAL Digitally signed by MANISH KUMAR AGARWAL Date: 2021.04.13 16:44:12 +05'30'	13/04/21
				Preference		
2	Manoj Kumar Rana, S/o Sube Singh R/o A-32/E, DDA Flats, Munirka, New Delhi-110067 Service (As Nominee of PFC Consulting Limited)	02263302	100	Equity	MANOJ KUMAR RANA Digitally signed by MANOJ KUMAR RANA Date: 2021.04.13 16:36:58 +05'30'	13/04/21
				Preference		
3	Milind M. Dafade, S/o Madhusudan G. Dafade R/o Aishwaryam Appt., Flat C-31, Sec-4, Plot No. 17, Dwarka, New Delhi-110078 Service (As Nominee of PFC Consulting Limited)	AAHPD8722F	100	Equity	MILIND MADHU SUDAN DAFADE Digitally signed by MILIND MADHU SUDAN DAFADE Date: 2021.04.13 16:50:49 +05'30'	13/04/21
				Preference		
4	Dharuman Manavalan S/o Pamandi Chinnian Dharuman R/o A-703, Saheta Apartment, Plot No. 30, Dwarka, Sector-4, South West Delhi, Delhi-110078 Service (As Nominee of PFC Consulting Limited)	08102722	100	Equity	D MANAVALAN Digitally signed by D MANAVALAN Date: 2021.04.13 16:46:43 +05'30'	13/04/21
				Preference		
5	Neeraj Singh S/o Dayashankar Singh R/o Flat C-703, The Crescent Apartment, Plot F-2, Sector-50, Noida, Gautam Budh Nagar, UP-201301 Service (As Nominee of PFC Consulting Limited)	08613892	100	Equity	NEERAJ SINGH Digitally signed by NEERAJ SINGH Date: 2021.04.13 16:52:45 +05'30'	13/04/21
				Preference		
6	Sachin Shukla S/o Raj Kumar Shukla R/o C5/804, PWO Housing Complex Sector-43, Gurgaon Galleria DLF-IV Gurgaon, Haryana-122009 Service (As Nominee of PFC Consulting Limited)	08613963	100	Equity	SACHIN SHUKLA Digitally signed by SACHIN SHUKLA Date: 2021.04.13 16:47:57 +05'30'	13/04/21
				Preference		
7	Sanjay Kumar Nayak S/o Jagabandhu Nayak R/o K 713, Jalvayu Tower, Sector 56 Gurgaon-Haryana 122011 Service (As Nominee of PFC Consulting Limited)	08197193	100	Equity	SANJAY KUMAR NAYAK Digitally signed by SANJAY KUMAR NAYAK Date: 2021.04.13 16:57:26 +05'30'	13/04/21
				Preference		
Total Shares taken			10,000.0	Equity		
				Preference		

Signed before Me				
Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership	DSC	Dated

			r		
FCS	AMIT AGRAWAL	Company Secretaries S/o Late Sh. M. L. Agrawal FCS 5311, C.P. No. 3647 H-63, Vijay Chowk , Laxmi Nagar Delhi-110092	5311	AMIT AGRAWAL Digitally signed by AMIT AGRAWAL Date: 2021.04.13 17:26:30 +05'30'	13/04/21

[Modify](#)
[Check Form](#)



[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)] FORM NO. INC-34

**SPIC e<sup>+</sup> AOA**  
(e-Articles of Association)

\*Table  as notified under schedule I of the companies Act, 2013 is applicable to the company

KISHTWAR TRANSMISSION LIMITED

A COMPANY LIMITED BY SHARES

Check if not applicable	Check if altered	Article No	Description
			<b>Interpretation</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	I	<p>In the interpretation of these Articles, unless repugnant to the subject or context:-  The Act means -The Companies Act, 2013 as amended from time to time and includes any statutory modification or re-enactment thereof for the time being in force.  Article- means the articles of association of a company as originally framed or as altered from time to time or applied in pursuance of any previous company law or of this Act.  Auditor(s) -mean and include persons appointed as such for the time being by the Comptroller &amp; Auditor General of India.  Board or Board of Directors in relation to a company, means the collective body of the directors of the company.  Books of account includes records maintained in respect of  (i) all sums of money received and expended by a company and matters in relation to which the receipts and expenditure take place;  (ii) all sales and purchases of goods and services by the company;  (iii) the assets and liabilities of the company; and  (iv) the items of cost as may be prescribed under section 148 in the case of a company which belongs to any class of companies specified under that section.  Capital-means the share capital for the time being raised or authorized to be raised for the purpose of the Company.  Company-Shall means KISHTWAR TRANSMISSION LIMITED  Debenture includes debenture stock, bonds or any other instrument of a company evidencing a debt, whether constituting a charge on the assets of the company or not.  Director-means a director appointed to the Board of a company under Section 2(34) of the Act.  Dividend-includes any interim dividend.  Financial Institution- includes a scheduled bank, and any other financial institution defined or notified under the Reserve Bank of India Act, 1934.  Words importing the masculine gender also include the feminine gender.  Generation Company shall mean any entity engaged in the business of generation of electricity.  In writing and Written include printing, lithography and other modes of representing or reproducing words in a visible form.  key managerial personnel, in relation to a company, means  (i) the Chief Executive Officer or the managing director or the manager;  (ii) the company secretary;  (iii) the whole-time director;  (iv) the Chief Financial Officer; and  (v) such other officer as may be prescribed  Meeting means Annual General Meeting or Extraordinary General Meeting of Members duly called and constituted including an adjourned meeting. In the context of Board of Directors, it shall mean the meeting of the Directors including an adjourned meeting.  Member, in relation to a company, means  (i) the subscriber to the memorandum of the company who shall be deemed to have agreed to become member of the company, and on its registration, shall be entered as member in its register of members;  (ii) every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company;</p>

(iii) every person holding shares of the company and whose name is entered as a beneficial owner in the records of a depository.

Month means a calendar month.

Office-means the Registered Office of the company for the time being.

paid-up share capital or share capital paid-up means such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid-up in respect of shares of the company, but does not include any other amount received in respect of such shares, by whatever name called;

Persons include Corporations and firms as well as individuals.

Power / Transmission Utility shall mean any entity engaged in the business of power / transmission.

Proxy includes Attorney duly constituted under a valid Power of Attorney.

Project-In-Charge A Director of the Company designated as Project In-charge for administrating day to day activities of the Company.

"Public Company" means a company which

- is not a private company and
- has a minimum paid-up share capital as may be prescribed

Provided that a company which is a subsidiary of a company, not being a private company, shall be deemed to be public company for the purposes of this Act even where such subsidiary company continues to be a private company in its articles ;

Registrar means a Registrar, an Additional Registrar, a Joint Registrar, a Deputy Registrar or an Assistant Registrar, having the duty of registering companies and discharging various functions under this Act.

Register of Members means the Register of Members to be kept pursuant to the Act.

Section 2(76) of the Act describes related party, with reference to a company, which means

- a director or his relative;
- a key managerial personnel or his relative;
- a firm, in which a director, manager or his relative is a partner;
- a private company in which a director or manager is a member or director;
- a public company in which a director or manager is a director or holds along with his relatives, more than two per cent. of its paid-up share capital;
- anybody corporate whose Board of Directors, managing director or manager is accustomed to act in accordance with the advice, directions or instructions of a director or manager;
- any person on whose advice, directions or instructions a director or manager is accustomed to act:

Provided that nothing in sub-clauses (vi) and (vii) shall apply to the advice, directions or instructions given in a professional capacity;

- any company which is

- a holding, subsidiary or an associate company of such company; or
- a subsidiary of a holding company to which it is also a subsidiary;

- such other person as may be prescribed

Seal Means the common seal of the company for the time being.

Securities and Exchange Board means the Securities and Exchange Board of India established under section 3 of the Securities & Exchange Board of India Act, 1992.

Securities means the securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act, 1956.

Share Means a share in the share capital of a company and includes stock.

Share Capital means the total equity share capital of the Company agreed to be issued and called the Authorized Capital of the Company, as mentioned in the Memorandum of Association of the Company.

Singular Number Words importing the singular number include, where the context admits the plural number and vice-versa.

State Electricity Board means the Electricity Board or Vidyut Board or any other body by whatever name called, set up by the State Governments under Electricity (Supply) Act 1948, as amended, which expression shall include its successors, administrators, authorized representatives and permitted assigns.

Transmission Company shall mean any entity engaged in the business of transmission of electricity.

Year means English calendar year and Financial Year shall have the meaning assigned thereto by Section 2(41) of the Act.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

Marginal Notes are for ease of reference only and shall not affect the construction and interpretation of these Articles.

Other words or expressions contained in these Articles shall bear the same meaning as are assigned to them in the Act or any statutory modifications thereof.

The regulations contained in Table F in the First Schedule to the Companies Act, 2013, shall not apply except to the extent that the same are repeated or contained or expressly made applicable by these Articles or by the Act but the regulations for the management of the Company and for the observance of the members thereof and their representatives shall, subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of, or addition to its regulations by Special Resolution, as prescribed by the said Companies Act, 2013 be such as contained in these Articles.

Business Purpose -The Company shall be engaged in the business of Transmission of Electricity, including

			construction, operation, maintenance and other related activities.	203
			<b>Share capital and variation of rights</b>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	II 1	Share Capital / Increase of capital by the Company and how carried into effect-The Authorized Share Capital of the Company is as mentioned in clause V of the Memorandum of Association of the Company. The Company in General Meeting may from time to time, by resolution, increase its authorized share capital by creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as may be determined by the General Meeting subject to the provisions of the Act. New Capital same as existing capital- Any capital raised by the creation of new shares shall be considered as part of the original capital, and shall be subject to the same provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2	Reduction of Capital- The Company may, from time to time, by special resolution reduce its capital, which may be paid off either with or without extinguishing or reducing liability on shares, which is in excess of the wants of the company or canceling such share capital which has been lost or is unrepresented by available assets. Subdivision and consolidation of shares-The Company in general meeting may, from time to time, sub-divide or consolidate its shares or any of them and exercise any of the other powers conferred by Section 61 of the Act and shall file with the Registrar such notice of exercise of any such powers as may be required by the Act. Register and Index of Members/ Beneficial owners-The Company shall cause to be kept a Register and also an Index of Members and Debenture-holders in accordance with Sections 88 of the Act. Further, as permissible under Section 88 of the Act, the register and Index of beneficial owners maintained by a Depository shall be deemed to be the corresponding Register and Index for the purpose of this Act.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3	Foreign Register of members-The Company shall be entitled to keep in any country outside India a Foreign Register of members resident in that country, subject to compliance with the provisions of Section 88 of the Act. Shares to be numbered distinctively-The shares in the capital held otherwise than in the depository mode shall be numbered progressively in sequence and given distinctive number, Except and in the manner herein mentioned, no share shall be forfeited or surrendered and shall continue to bear the number which it had originally borne. Share Application Money-The Company shall ensure that the share application money paid is held by it in an account with a Scheduled Commercial Bank (in the name of the Company)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	Further Issue of Capital- (a)Where at any time the Company wishes to raise its subscribed share capital by issue of further shares, it shall first offer such shares to its existing shareholders in proportion to their existing shareholdings on the date of such issue. Such offer to the existing shareholders shall be in accordance with the provisions of Section 62of the Act.  (b) The Company shall subject to applicable provisions of the Act and Articles of Association, make uniform calls from time to time upon all the Shareholders in respect of the moneys remaining unpaid on the issued share capital within 30 days or such time, as the Board may deem fit and appropriate.  Shares under control of Directors- Subject to the provisions of these Articles and of the Act, the shares including any shares forming part of any increased capital of the Company shall be under the control of the Directors, who may allot or otherwise dispose off the shares to such persons in such proportion, on such terms and conditions and at such times as the Directors may think fit and subject to the sanction of the Company in General Meeting, subject to the provisions of Sections 52 and section 54 of the Act at a premium or par and such option being exercisable for such time and for such consideration as the Directors think fit. The Board shall cause to be filed the returns as to allotment provided for in Section 39(4) of the Act.	

			Issue of shares for consideration other than cash- Subject to these Articles and the provisions of the Act, if any, the Board may issue and allot shares in the capital of the Company as payment or in consideration or as part payment or in part consideration of the purchase or acquisition of any property or for services, rendered to the Company in the conduct of its business and shares which may be so issued or allotted shall be credited or deemed to be credited as fully paid up or partly paid up shares.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	5	<p>Power of Company to Issue Shares-The Company in General Meeting may subject to the provisions of Section 42 &amp; 62 of the Act provide that any shares (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether a Member or not), in such proportion and on such terms and conditions of the Act) at a premium or at par or at a discount, as such General Meeting shall determine and with full power to give any person (whether a Member or not) the option to call for or be allotted shares of any class of the Company either subject to compliance with the provisions of Sections 52 and 54 of the Act at a premium or at par or at discount, such option being exercisable at such times and for such consideration as may be directed by such General Meeting or the Company in General Meeting may make any other provisions whatsoever for the issue, allotment or disposal of any shares.</p> <p>Acceptance of shares- Any person applying for shares in the Company followed by an allotment of any shares and subscribers to the Memorandum, shall be a shareholder within the meaning of these Articles, and every person whose name is on the Register of Members shall, for the purposes of these Articles, be a Member of the Company.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	6	<p>Deposit &amp; call to be a debt payable Immediately- The Money, (if any), which the Board shall, on the application for allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.</p> <p>Liability of Members-Every Member, or his heirs, executors or administrators, shall pay to the Company the portion of the capital and premium, if any, represented by or payable on, his share or shares which may, for the time being, remain unpaid thereon, in such amounts, at such time or times and in such manner as the Board shall, from time to time, in accordance with the Company's regulations, require or fix for the payment thereof.</p> <p>Share Certificates- A certificate, issued under the common seal of the company, specifying the shares held by any person, shall be prima facie evidence of the title of the person to such shares.</p> <p>(a) Every Member or allottee of shares who is holding such shares in the physical form shall be entitled, without payment, to receive certificate specifying the name of the person in whose favour it is issued, the shares to which it relates and the amount paid-up thereof. Such certificates shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of the letter of allotment or the fractional coupons of requisite value, save in case of issues against letters of acceptance or of renunciation or in cases of issue of bonus shares. Every such certificate shall be issued under the seal of the Company, which shall be affixed in the presence of two Directors and the Secretary or some other person appointed by the Board for the purpose, and the two directors and the Secretary or other persons as authorized by the Board shall sign the share certificate. Provided, if the composition of the Board permits of it, at least one of the aforesaid two directors shall be a person other than a Managing or a Whole Time Director. Particulars of every share certificate issued shall be entered in the Register of Members against the name of the person, to whom it has been issued, indicating the date of issue. For issue of any further duplicate certificate, the Board shall be entitled to charge such amount which shall not exceed fifty Rupees per Certificate.</p> <p>(b) A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means such as engraving in metal or lithography, but not by means of a rubber stamp. PROVIDED that the Director shall be personally responsible for the safe custody of such machine equipment or other material used for the purpose.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	7	<p>Renewal of Share Certificates-</p> <p>(a) No certificate of any share or shares shall be issued either in exchange for those which are sub-divided or consolidated or in replacement of those which are defaced, mutilated, torn or old, decrepit, destroyed or where the pages on the reverse for recording transfers have been duly utilized, unless the certificate in lieu of which it is issued is surrendered to the Company and for issuing such share certificate the company may charge such fee as the Board thinks fit, not exceeding twenty rupees per certificate.</p> <p>(b) When a new share certificate has been issued in pursuance of clause (a) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is Issued in lieu of share certificate No _____ sub-divided/replaced/on consolidation.</p> <p>(c) If a share certificate is lost or destroyed a new certificate in lieu thereof shall be issued only with the prior consent</p>

	7	<p>of the Board and on such reasonable terms, such as furnishing supporting evidence and indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating evidence produced, as the Board thinks fit.</p> <p>(d) When a new share certificate has been issued in pursuance of clause (c) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is duplicate issued in lieu of share certificate No. _____ and the word duplicate shall be stamped or printed prominently on the face of the share certificate.</p> <p>(e) Where a new share certificate has been issued in pursuance of clause (a) and/ or clause (c) of this Article, particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Share Certificates indicating against the name(s) of the person(s) to whom the certificate is issued, the number and date of issue of the share certificate in lieu of which the new certificate is issued and the necessary changes indicated in the Register of Members by suitable cross reference in the Remarks column.</p> <p>(f) All blank forms to be used for issue of share certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board and the blank forms shall be consecutively machine-numbered and the forms and the blocks, engravings, facsimiles relating to the printing of such forms shall be kept in the custody of the Secretary or of such other person as the Board may appoint for the purpose; and the Secretary or the other person aforesaid shall be responsible for rendering an account of these forms to the Board.</p> <p>(g) The Committee of the Board, Company Secretary of the Company or a Director specifically authorized by the Board for such purpose shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates including the blank forms of share certificates referred to in clause (f).</p> <p>(h) All books referred to in clause (g) shall be preserved in good order for not less than thirty years and in disputed cases shall be preserved permanently.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Joint holders</p> <p>(a) Where two or more persons are registered as the holders of any share, they shall be treated as a single shareholder and shall be deemed to hold the same as joint holders with benefits of survivorship subject to the following and other provisions contained in these Articles.</p> <p>(b) The Company shall be entitled to decline to register more than four persons as the holders of any share.</p> <p>(c) The Joint holders of any share shall be liable, severally as well as jointly, for and in respect of all calls and other payments which ought to be made in respect of such shares.</p> <p>(d) On the death of any such joint holder, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share, but the Directors may require such evidence of death as they may deem fit and nothing herein contained shall be taken to release the estate of the deceased joint holder from any liability on shares held by him jointly with any other person.</p> <p>(e) Delivery of share certificate to any one of such joint holders shall be deemed to be delivery to all of them and any one of such joint holders may give effectual discharge and receipts for any dividends or other moneys payable in respect of such shares and/or in respect of any other obligation of the Company towards them.</p> <p>(f) Only the person whose name stands in the Register of Members as the first of the joint holders of any shares shall be entitled to delivery of the certificate relating to such share or to receive notices from the Company, and any notice given to such person shall be deemed proper notice to all joint holders.</p> <p>(g) Any one of two or more joint holders may vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto, and if more than one of such joint holders be present at any meeting personally or by proxy, the holder whose name stands first or higher (as the case may be) on the Register of Members in respect of such share shall alone be entitled to vote in respect thereof.</p> <p>PROVIDED always that a member present at any meeting personally shall be entitled to vote in preference to a person present by proxy although the name of such person present by proxy stands first on the Register of Members in respect of such shares.</p> <p>Terms and Conditions of Preference Shares-Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.</p>
		<p><b>Lien</b></p>

<input type="checkbox"/>	<input checked="" type="checkbox"/>	9	<p>Company to have lien on shares</p> <p>The Company shall have a first and paramount lien upon all shares (other than fully paid up shares) registered in the name of each member (whether solely or jointly with others) and upon the sale proceeds thereof, for all moneys (whether presently payable or not) called or payable at a fixed time in respect of all such shares (not being fully paid up) for all moneys presently payable by him or his estate to the Company. Any such lien shall extend to all dividends payable and bonuses declared from time to time declared in respect of such shares.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	10	<p>Enforcing lien by sale</p> <p>For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as they shall think fit, and for that purpose it may cause to be issued a duplicate certificate in respect of such shares and may authorize one of their Directors to execute a transfer thereof on behalf of and in the name of the Board. No sale shall be made until notice period for making call as aforesaid have expired and until notice in writing of the intention to sell shall have been made known to the shareholder for default in payment and default has been made by him in the payment of money called in respect of such shares for thirty days after the date of such notice. Upon issue of a duplicate certificate or certificates in lieu of the original share, the certificate or certificates originally issued shall stand cancelled and become null and void and the same shall have no effect.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	11	<p>Application of proceeds of sale</p> <p>The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before sale) be paid to the person entitled to the shares at the date of the sale.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	12	
			<b><i>Calls on shares</i></b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	13	<p>Directors may make calls-The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by resolution by circulation) make such call as it thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively and each member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the board. A call may be made payable by instalments.</p> <p>Notice of calls- Not less than thirty days notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid.</p> <p>When call made-A call shall be deemed to have been made at the time when the resolution of the Board authorizing such call was passed at a meeting of the Board and demand notice is issued.</p> <p>Calls may be revoked or postponed-A call may be revoked or postponed at the discretion of the Board.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	14	<p>Directors may extend time-The Board may, from time to time at its discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the Members for reasons which the Board may consider satisfactory, but no Member shall be entitled to such extension save as a matter of grace.</p> <p>Calls to carry interest-If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at rate not exceeding 10 per cent per annul as maybe decided by the Board, but the Board may in its absolute discretion and in special circumstances waive or reduce the levy of interest as deemed appropriate.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15	<p>Sums deemed to be call- Any sum, which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.</p> <p>Partial payment not to preclude Forfeiture- Neither the receipt by the Company of a portion of any money which shall from time to time be due from any Member to the Company in respect of his shares, either by way of principal or interest nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	16	<p>Payment in anticipation of calls may carry interest-The Board may, if it thinks fit, agree to and in anticipation receive from any Member willing to advance the same, all of calls money or any part of the amounts of his respective shares beyond the sums actually called up, and upon the moneys so paid in advance, or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest, at such rate as the Member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so</p>



			<p>advanced or may at any time repay the same upon giving to the Member three months notice in writing.</p> <p>PROVIDED that moneys paid in advance of calls on any shares may carry interest but shall not confer a right to dividend or to participate in profits.</p> <p>(b) No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	17	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	18	
			<b>Transfer of shares</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	19	<p>Register of Transfers-The Company shall maintain a Register of Transfers and therein shall be fairly and distinctively enter the particulars of every transfer or transmission of any share in the physical form.</p> <p>Form of transfer-The instrument of transfer shall be in writing and in such form as prescribed under the Act. All the provisions of Section 56 of the Act shall be duly complied with in respect of all transfers and of the registration thereof. The Company shall not charge any fee for registration of a transfer of shares or debentures.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	20	<p>Instrument of Transfer to be completed and presented to the Company-The Instrument of Transfer duly stamped and executed by the transferor and the transferee shall be delivered to the Company in accordance with the provisions of the Act. The instrument of transfer shall be accompanied by the Share Certificate or such evidences the Board may require to prove the title of transferor and his right to transfer the shares and every registered Instrument of Transfer shall remain in the custody of the Company until destroyed by order of the Board. Any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.</p> <p>Transferor deemed to be holder-The transferor shall be deemed to be the holder of such shares until the name of the transferee shall have entered in the Register of Members in respect thereof. Before the registration of a transfer, the certificate or certificates of the shares must be delivered to the Company along with Transfer Deed.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	21	<p>No transfer to insolvent etc.-No transfer shall be made to a person of unsound mind or to an insolvent.</p> <p>Closure of Register of Members/Debenture holders-The Directors shall have power, on giving not less than seven days previous notice as required by Section 91 of the Act, to close the Register of Transfer, Register of Members or Register of Debenture holders or the register of other security holders of the Company for any period or periods not exceeding in the aggregate forty-five days in each year (but not exceeding thirty days at any one time) as they may determine.</p> <p>Nomination by shareholder-Every share-holder or debenture holder may at any time, nominate in the prescribed manner, a person to whom his shares or debenture shall vest in the event of his death, as provided in Section 72 of the Act.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	22	<p>Title to shares of deceased holder-In the event there is no nomination, the executors or administrators of a deceased Member or the holder of a Succession Certificate in respect of the shares of a deceased Member (not being one of two or more joint holders) shall be the only persons whom the Company will be bound to recognize as having any title to the shares registered in the name of such Member, and the Company shall not be bound to recognize such executors or administrators or holders unless such executors, administrators or holders shall have first obtained probate or Letters of Administration or Succession Certificate as the case may be, from a duly constituted Court in India.</p> <p>PROVIDED that the Directors may, at their absolute discretion dispense with production of Probate, Letters of Administration or Succession Certificate upon such terms as to indemnity or otherwise as they think fit and may enter the name of the person who claims to be absolutely entitled to the shares standing in the name of a deceased Member, as a Member</p>
			<b>Transmission of shares</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	23	<p>Transmission of Shares-Subject to the provisions of the Act, any person becoming entitled to any share in consequence of the death, lunacy or insolvency of any Member or by any lawful means other than by a transfer in accordance with these Articles, may, with the consent of the Directors (which they shall be under no obligation to give) and upon producing such evidence that he sustains the character in respect of which he proposes to act under this.</p>

			Article or of his title as the Directors may require, and upon such indemnity as the Directors may require, either be registered as a Member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as a Member in respect of such shares. PROVIDED that if such persons shall elect to have his nominee registered, he shall testify his election by executing in favor of his nominee an instrument of transfer in accordance with these Articles, and until he does so he shall not be freed from any liability in respect of such shares.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	24	<p>Right of Board to decline or suspend registration -</p> <p>(i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either --</p> <p>(a) to be registered himself as holder of the share; or</p> <p>(b) to make such transfer of the share as the deceased or insolvent member could have made.</p> <p>(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	25	The Company not liable for disregard of notice prohibiting registration of transfer-The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purported to be made by any apparent legal owner thereof (as shown or appearing in register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred to it in any book, or attended or given effect to any notice which may have been given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors shall so think fit.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	26	Rights of successors-A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would have been entitled if he were the registered holder of the shares, except that he shall not, before being registered as a Member in respect of the shares, be entitled to exercise any right conferred by membership in relation to meetings of the Company. PROVIDED that the Directors shall, at any time, give notice requiring any such person to elect to be registered himself or to transfer the shares, and if the notice is not complied within ninety days from the date of issue of the notice, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the shares until the requirements of the notice have been complied with.
			<b><i>Forfeiture of shares</i></b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	27	<p>If money payable on shares not paid notice to be given to members-If any Member fails to pay any call, or installment of a call, on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may, at any time thereafter, during such time as any part of the call or installment remains unpaid, serve a notice on him requiring him to pay the same together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.</p> <p>Contents of Notice-The notice shall name a further day (not being less than fourteen days from the date of the service of notice) and a place or places on and at which such call or installment and such interest thereon at such rate as the Directors shall determine from the day on which such call or installment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that in the event of the non-payment on or before the day, at or before the time and at the place appointed, the shares in respect of which the call was made or installment is payable, shall be liable to be forfeited.</p> <p>In default of payment, shares to be Forfeited-If the requirement of any such notice as aforesaid are not complied with, every or any share in respect of which such notice has been given may, at any time thereafter, but before payment of all calls or installments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the aforesaid share and not actually paid before the forfeiture. In default of payment, shares to be Forfeited</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	28	<p>Notice of forfeiture to a Member-When any share shall have been so forfeited, notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalid by any omission or neglect to make any such entry as aforesaid in the Register.</p> <p>Forfeited share to be property of the Company and may be sold etc.-Any share so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any person, upon such terms and in such manner as the Board shall think fit.</p> <p>Member still liable to pay calls owing at the time of forfeiture and interest-Any members whose shares have been forfeited shall notwithstanding the forfeiture be liable to pay and shall forthwith pay to the Company, on demand, all calls, installment, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest accrued thereon at the time of the forfeiture at such rate as the Board may determine, and the Board may enforce the payment thereof, if it thinks fit.</p>

<input type="checkbox"/>	<input checked="" type="checkbox"/>	29	Effect of forfeiture-The forfeiture of a share shall involve extinction, at the time of the forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	30	Evidence of forfeiture-A declaration in writing by Chairman or Managing Director of the Company or by any person duly authorised in this regard that certain shares in the Company have been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration, and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom the shares are sold shall be registered as the holder of such shares and shall not be bound to see as to the application of the purchase money nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	31	Validity of sale under Articles of forfeited shares-Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchasers name to be entered in the Register of Members in respect of the shares sold, and the purchaser shall not be bound to see the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	32	Cancellation of Share Certificates in respect of forfeited shares-Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been (previously) surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitled thereto.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	33	Power to annul forfeiture-The Board may at any time before any share so forfeited, shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such terms and conditions as it thinks fit.
			<b><i>Alteration of capital</i></b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	34	<p>Alteration of Share Capital-The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.</p> <p>Subject to the provisions of section 61, the company may, by ordinary resolution, the Company may from time to time:--</p> <p>(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;</p> <p>(b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;</p> <p>(c) Sub-divide its shares, or any of them into shares of smaller amount than is fixed by the memorandum, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.;</p> <p>(d) Cancel any shares which as the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.</p> <p>The resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise over or as compared with the others or other, subject, to the provisions of the Act.</p> <p>Subject to the provisions of Sections 66 of the Act, the Board may accept from any member the surrender on such terms and conditions as shall be agreed of all or any of his shares.</p> <p>The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, --</p> <p>(a) its share capital;</p> <p>(b) any capital redemption reserve account; or</p> <p>(c) any share premium account.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	35	

<input checked="" type="checkbox"/>	<input type="checkbox"/>	36	210
<input checked="" type="checkbox"/>	<input type="checkbox"/>	37	
			<b>Capitalisation of profits</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	38	<p>Capitalization of Profits-</p> <p>(1) Any General Meeting of the Company may resolve that any amounts standing to the credit of the Free Reserve or Share Premium Account or the Capital Redemption Reserve Account or any moneys, investment or other assets forming part of the undivided profits including profits or surplus moneys arising from the realization and (when permitted by the law) from the appreciation in value of any capital assets of the Company standing to the credit of the General Reserve or any other Reserve or Reserve Fund or any other Fund of the Company or in the hands of the Company and available for dividend be capitalized:-</p> <p>(a) by the issue and distribution of shares, as fully paid-up, and to the extent permitted by the Act, debentures, debenture stock, bonds or other obligations of the Company ; or</p> <p>(b) by crediting share of the Company, which may have been issued and are not fully paid-up, with the whole or any part of the sum remaining unpaid thereon;</p> <p>PROVIDED that any amounts standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account shall be applied only in crediting the payment of capital on shares to be issued to Members as fully paid bonus shares (Further capitalization of reserve created by the revaluation of assets are not to be used for issuance of Bonus Shares as per section 63 of the Act).</p> <p>(2) Such issue and distribution under sub-clause (1) (a) of this Article and payment to the credit of unpaid share capital under sub-clause (1) (b) of this Article shall be made among and in favour of the Members or any class of them or any of them entitled thereto and in accordance with their respective rights and interests and in proportion to the amount of capital paid-up on the shares held by them respectively in respect of which such distribution or payment shall be made, on the footing that such Members become entitled thereto as capital.</p> <p>(3) The Directors shall give effect to any such resolution and for the said purpose the Board may settle any difficulty which may arise in regard to distribution as it thinks expedient including in regard to fractional entitlements, and shall apply such profits, General Reserve, other Reserve or any other Fund or account as aforesaid as may be required for the purpose of making payment in full on the shares, or other obligations of the Company so distributed under sub clause (1) (a) of this Article or (as the case may be) for the purpose of paying, in whole or in part, the amount remaining unpaid on the shares which may have been issued and are not fully paid-up under sub-clause (1)(b) above.</p> <p>PROVIDED that no such distribution or payment shall be made unless recommended by the Directors, and, if so recommended, such distribution and payment shall be accepted by such Members as aforesaid in full satisfaction of their interest in the said capitalized fund.</p> <p>(4) For the purpose of giving effect to any such resolution, the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient, and, in particular, they may issue fractional certificates and may fix the value for distribution of any specific asset and may determine that any cash payment be made to any Members on the footing of the value so fixed and may vest any such cash, shares, debentures stock, bonds or other obligations in trustees upon such trusts for the persons entitled thereto as may seem expedient to the directors, and generally may make arrangement for the acceptance, allotment and sale of such shares, debentures, debentures stock, bonds or other obligations and fractional certificates or otherwise as they may think fit.</p> <p>(5) When deemed requisite, a proper contract shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the Members entitled as aforesaid.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	39	<p>Subject to the provisions of the Act and these Articles, in cases where some of the shares of the Company are fully paid and others are partly paid, such capitalization may be effected by the distribution of further shares in respect of the fully paid shares and by crediting the partly paid shares with the whole or part of the unpaid liability thereon, but so that as between the holders of the fully paid shares and the partly paid shares, the sums so applied in the payment of such further shares and in the extinguishment or diminution of the liability on the partly paid shares shall be applied pro rata in proportion to the amount then already paid or credited as paid on the existing fully paid and partly paid shares respectively.</p>
			<b>Buy-back of shares</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	40	<p>Buy Back of Shares-Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.</p>

			<b>General meetings</b>	<b>211</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	41	<p>Annual General Meeting-The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. If for any reason beyond the control of the Board, the general meeting (including an Annual General meeting) cannot be held on the appointed day, the Board shall have power to postpone the General meeting of which a notice should be given to the members. Every member of the Company shall be entitled to attend either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.</p> <p>Extraordinary General Meeting-The Board may, whenever it thinks fit, call an Extraordinary General Meeting of the Company. The Board shall at the requisition in writing by a Member or Members holding in the aggregate not less than one-tenth of such of the paid-up capital of the company on that date and carries the right of voting in regard to the matter in respect of which the requisition has been made.</p>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	42	<p>Requisition of Members to state object of Meeting-Any valid requisition so made by Members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and deposited at the registered office of the company. PROVIDED that such requisition may consist of several documents in like form, each signed by one or more requisitionists.</p> <p>On receipt of requisition Directors to call meeting and in default requisitionists may do so Upon the receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting, and if they do not proceed within twenty-one days from the date of the requisition being deposited at the Registered Office to cause a meeting to be called on a day not later than forty-five days from the date of deposit of the requisition, the requisitionists, or such of their number as represent either a majority in value of the paid-up share capital held by all of them or one-tenth of such of the paid-up share capital of the Company as is referred to in Section 100(2) of the Act, whichever is less, may themselves call the meeting, but in either case, any meeting so called shall be held within three months from the date of the deposit of the requisition, as aforesaid.</p> <p>Meeting called by requisitionists-Any meeting called under the foregoing Articles by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.</p> <p>Twenty-one days notice of meeting to be given-A general meeting of a Company may be called by giving not less than clear twenty-one days notice either in writing or through electronic mode in such a manner as may be prescribed, Every notice of a meeting shall specify the place, date, day and the hour of meeting, and shall contain statement of the business to be transacted at such meeting. And, The notice of every meeting shall be given to every member of the Company, Legal Representative of any deceased member or the assignee of an insolvent member, auditor or auditors of the Company and every director of the Company and all such persons as are under these Articles entitled to receive notice from the Company</p> <p>"Provided that a general meeting may be called after giving shorter notice than that specified in this sub-section if consent, in writing or by electronic mode, is accorded thereto</p> <p>(i) in the case of an annual general meeting, by not less than ninety-five per cent. of the members entitled to vote thereat; and</p> <p>(ii) in the case of any other general meeting, by members of the company</p> <p>(a) holding, if the company has a share capital, majority in number of members entitled to vote and who represent not less than ninety-five per cent. of such part of the paid-up share capital of the company as gives a right to vote at the meeting; or</p> <p>(b) having, if the company has no share capital, not less than ninety-five per cent. of the total voting power exercisable at that meeting:</p> <p>Provided further that where any member of a company is entitled to vote only on some resolution or resolutions to be moved at a meeting and not on the others, those members shall be taken into account for the purposes of this sub-section in respect of the former resolution or resolutions and not in respect of the latter."</p>	
			<b>Proceedings at general meetings</b>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	43	<p>Business to be transacted at the General Meeting and nature thereof-In the case of an Annual General Meeting, all business to be transacted thereat shall be deemed special, other than (i) the consideration of the financial statements and the reports of the Board of Directors and Auditors; (ii) the declaration of any dividend; (iii) the appointment of Directors in place of those retiring; (iv) the appointment of, and the fixing of the remuneration of, the Auditors, and in the case of any other meeting, all business shall be deemed to be Special Business, and there shall be annexed to the notice of the Meeting an Explanatory statement setting out all material facts concerning each such item of special business, including in particular the nature of the concern or interest, financial or otherwise, if any, therein of (i) every Director, and the Manager (if any); (ii) every other key managerial personnel; and relatives of the persons mentioned in sub clauses (i) and (ii). Where any such item of Special Business relates to, or affects any other company, the extent of shareholding interest in such other company of every promoter, director and the manager, if any, and of</p>	

		every other key managerial personnel of the Company shall also be set out in the statement if the extent of such shareholding interest is not less than two per cent of the paid-up share capital of that other company and where any item of business consists of the according of approval to any documents by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid. The annual general meeting shall be called during business hours on any day that is not a National Holiday and it is to be held either at the registered office of the company or at some other place within the city in which the registered office of the company is situate.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Omission to give notice not to invalidate a resolution passed-The accidental omission to give any such notice as aforesaid to any of the Members, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.</p> <p>Meeting not to transact business not mentioned in notice-No General Meeting, Annual or Extraordinary, shall be competent to enter upon, discuss or transact any business which has not been mentioned in the notice or notices, upon which it was convened.</p> <p>Body Corporate deemed to be personally present-A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with Section 113 of the Act.</p> <p>Quorum at General Meeting-No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.</p> <p>Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103 of the Companies Act, 2013</p> <p>If quorum not present meeting to be dissolved or adjourned-If, at the expiration of half an hour from the time appointed for holding a general meeting of the Company, a quorum is not present, the meeting, if convened by or upon the requisition of Members, shall stand dissolved, but in any other case, the meeting shall stand adjourned to the same day in the next week or, if that day is a public holiday, until the next succeeding day which is not a public holiday, at the same time and place, or to such other day and at such other time &amp; place as the Board may determine, and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the Members present shall form the quorum, and may transact the business for which the meeting was called.</p> <p>Chairman of General Meeting-The Chairman of the Board shall be entitled to take the Chair at every General Meeting whether Annual or Extraordinary. If at any meeting the Chairman is not present within fifteen minutes of the time appointed for holding such meeting or he has informed that he shall be unable or unwilling to take the Chair then any one of directors with mutual consent shall so preside at the meeting. If no Director be present or if all the Directors present decline to take the Chair, then the Members present shall elect one of the members to be the Chairman of the Meeting</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>No Business whilst chair vacant-No business shall be discussed at any General Meeting except the election of a Chairman, whilst the Chair is vacant.</p> <p>Chairman with consent may adjourn meeting-The Chairman, with the consent of the Members, may adjourn any meeting from time to time and from place to place within the city, town or village in which the Registered Office of the Company is situated, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Notwithstanding, the provision as above in the event of disorder at a validly convened meeting the Chairman may adjourn the meeting provided that such an adjournment shall not be a longer period than the Chairman considers necessary to bring order at the meeting and Chairman communicates his decision to those present in so far as it is possible.</p> <p>Questions at General Meeting how Decided-Every question submitted to a meeting shall be decided in the first instance unless a poll is demanded, on a show of hands. Before or on the declaration of the result of the voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of the meeting on his own motion and shall be ordered to be taken by him on a demand made in that behalf by any member or members present in person or by proxy, and holding shares in the Company, which confer a power to vote on the resolution not being less than one-tenth of the total voting power in respect of the Resolution or on which an aggregate sum of not less than five lakh rupees has been paid up. The demand for a poll may be withdrawn at any time by the person or persons making the demand. Unless a poll is so demanded, a declaration by the Chairman that a resolution has, on show of hands, been carried through unanimously or by a particular majority or lost and an entry to that effect in the Minutes Book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.</p> <p>Chairmans Casting Vote-In the case of an equality of votes, the Chairman shall have a casting vote in addition to the vote or votes to which he may be entitled otherwise.</p> <p>Poll to be taken, if demanded-If a poll is demanded as aforesaid, the same shall be taken at such time (not later than forty-eight hours from the time when the demand was made) and place in the city or town in which the Registered office of the Company is for the time being situated, as the Chairman shall direct, either at once or after an interval or adjournment and the result of the poll shall be deemed to be the resolution of the meeting.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>In which case poll taken without Adjournment-Any poll duly demanded on the election of the Chairman of a meeting or on any question of adjournment shall be taken at the meeting forthwith.</p> <p>Demand for poll not to prevent transaction of other business-The demand for a poll except on the questions of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of</p>



		<p>any business other than the question on which the poll has been demanded.</p> <p><b>Minutes of General Meetings-</b></p> <p>(a) The Company shall cause minutes of the proceedings of every General Meeting or every resolution passed by postal ballot to be kept by making within thirty days of the conclusion of every such meeting concerned, record thereof kept with Minute Book for that purpose with their pages consecutively numbered.</p> <p>(b) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period, by a Director duly authorised by the Board for the purpose.</p> <p>(c) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.</p> <p>(d) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.</p> <p>(e) All decisions taken and appointments of officers made at any meeting aforesaid shall be included in the minutes of the meeting.</p> <p>(f) Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting (a) is or could reasonably be regarded as defamatory of any person, or (b) is irrelevant or immaterial to the proceedings, or (c) is detrimental to the interests of the Company. The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds.</p> <p>(g) Any such minutes shall be evidence of the proceedings recorded therein. Where the minutes have been kept in accordance with section then, until the contrary is proved, the meeting shall be deemed to have been duly called and held, all appointments of directors, key managerial personnel, auditors or company secretary in practice, shall be deemed to be valid. No document purporting to be a report of the proceedings of any general meeting of a company shall be circulated or advertised at the expense of the company, unless it includes the matters required to be contained in the minutes of the proceedings of such meeting. The company shall observe secretarial standards with respect to general and Board meetings specified by the Institute of Company Secretaries of India constituted under section 3 of the Company Secretaries Act, 1980, and approved as such by the Central Government.</p> <p>(h) The book containing the minutes of the proceedings of any general meeting of the Company or of a resolution passed by postal ballot, shall be kept at the registered office of the Company and shall be open, during business hours, to the inspection by any member without any charge, for such period not being less than two hours in each business day are allowed for inspection.</p>	213
			<b>Adjournment of meeting</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Adjournment of Meeting -</p> <p>(i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.</p> <p>(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p> <p>(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.</p> <p>(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.</p>	47
			<b>Voting rights</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Members in arrears not to vote-No member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholders either upon a show of hands or upon a poll in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised any right of lien.</p> <p>Number of votes to which Member Entitled-Subject to the provisions of these Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the Company, every Member shall be entitled to be present, and to speak and vote at such meeting by show of hand for which the Member present in person shall have one vote. On a poll taken at a meeting of a company, a member entitled to more than one vote, or his proxy, need not to use all his votes or cast in</p>	48

			the same way all the votes he uses.	<b>214</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	49	<p>Votes by a Member entitled to more than one vote-On a poll taken at a meeting of the Company, a Member entitled to more than one vote by virtue of his share-holding or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses and he may vote in different manner as he deems fit.</p> <p>Vote of Member who is a minor-If any shareholder be a minor, the vote in respect of his share or shares shall be by his guardian, or any one of his guardians, if more than one, to be selected in case of dispute by the Chairman of the meeting.</p>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	50	Votes of Joint Members-If there be joint registered holders of any shares, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names stand in the register of members.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	51	Voting in person or by proxy or Representative-Subject to the provisions of these Articles, votes may be given either personally or by proxy. A body corporate being a Member may vote either by proxy or by a representative duly authorised in accordance with Section 113 of the Act and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) and by postal ballot, on behalf of the body corporate which he represents as that body could exercise if it were an individual Member of the Company.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	52	Votes in respect of shares of Deceased-Any person entitled under the Transmission Clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares. PROVIDED that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Chairman of his right to transfer such shares and give such indemnity (if any) as the Chairman may require or the Chairman shall have previously admitted his right to vote at such meeting in respect thereof.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	53	Time for objection to vote-No objection shall be made to the validity of any vote, except at the meeting or poll at which such vote was tendered, and every vote whether given personally or by proxy, not disallowed at such meeting or poll, shall be deemed valid for purposes of such meeting or poll whatsoever.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	54	Chairman of the meeting to be the judge of the validity of any Vote-The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.	
			<b>Proxy</b>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	55	<p>Appointment of proxy-A person can act as proxy on behalf of members not exceeding fifty and holding in the aggregate not more than ten percent of the total share capital of the company carrying voting rights:</p> <p>Provided that a member holding more than ten percent of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or shareholder.</p> <p>Every proxy shall be appointed in writing under the hand of the Member or if such Member is a body corporate under the common seal of such corporation, or be signed by an appointer or his attorney duly authorised in writing. The proxy so appointed shall not have any right to speak at the meetings.</p>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	56	Deposit of instrument of Proxy etc.-The instrument appointing a proxy and the power of attorney or other authority (if any), under which it is signed or a notarized copy of that power or authority, shall be deposited at the Registered Office of the Company not later than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default, the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	57	<p>Form of proxy-An instrument appointing a proxy shall be in the form No. MGT-11 as prescribed in the rules made under section 105 of the Companies Act, 2013</p> <p>Proxy either for specified meeting or for a period-An instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and any adjournment thereof or it may appoint for the purpose of every meeting of the Company, or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting.</p> <p>Validity of votes given by proxy notwithstanding death of Member-A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given.</p> <p>Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.</p>	
			<b>Board of Directors</b>	

<input type="checkbox"/>	<input checked="" type="checkbox"/>	58	<p>Management of Affairs-The day to day management of the business and affairs of the Company shall be vested with Project-in-charge under the supervision, direction &amp; control of the Board. The Board, may exercise all such powers of the Company and do all such acts, deeds and things as are not prohibited by the Act or any other statute or by the Memorandum of Association of the Company and without prejudice to the foregoing, shall be responsible for all policy matters and the supervision, direction and control of the conduct of the business, affairs &amp; operations of the Company. First Directors- Shri Dharuman Manavalan, Shri Sachin Shukla, Shri Sanjay Kumar Nayak shall be the First Directors of the Company</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	59	<p>Number and appointment of Directors-The Board of Directors of the Company shall consist of not less than 3 but not more than 15 Directors. A Director shall not be required to hold any qualification shares in the Company. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to a Financial Institution or any other person by the Company or the Company has entered into any agreement or undertaking or arrangement (hereinafter refer as agreement) with Bodies (like State Electricity Board/ Nigam) or the Board of Directors have decided to seek nomination on the Board from the beneficiary state or any Financial Institution or PFC Consulting Limited or person holds Debentures in the Company by direct subscription or private placement, the Company may agree to grant to such Financial Institution, PFC Consulting Limited, person or other Bodies as a condition of such loan or subscription to Debenture or any other agreement or to a Debenture Trustee, the right to appoint from time to time any person or persons as Director or Directors of the Company, (which director or directors is /are hereinafter referred to as Nominee Director/s), retiring or non-retiring, subject to and on such terms and conditions as the Company may agree with such Financial Institutions, PFC Consulting Limited, Person, other Bodies and/or Debenture Trustee. The Company shall have a right to remove from office Nominee Director(s) at the option of the Company in consultation with Financial Institutions, PFC Consulting Limited, Bodies, persons or Debenture Trustee.</p> <p>Such Nominee Director(s) shall not be required to hold any Share qualification in the Company. Also at the option of the Company such Nominee Director(s) shall not be liable to retirement by rotation of the Directors. Subject as aforesaid, the Nominee Director(s) shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.</p> <p>The Nominee Director(s) so appointed shall hold the said office only so long as moneys remain owing by the Company to the Financial Institution or so long as the Debenture Trustee hold debenture in the Company or operation of agreement and the Nominee Director/s so appointed in the exercise of the said person shall ipso facto vacate such office immediately the money owing by the Company to the Financial Institution, or on the Debenture Trustee ceasing to hold Debentures/ Shares on the satisfaction of liability of the Company arising out of any Guarantee furnished by the Financial Institutions or satisfactory completion of term of agreement with Bodies.</p> <p>The Nominee Director(s) appointed under this article shall be entitled to receive all notice of and attend all General meeting, Board Meeting and of the meetings of the Committee of which the Nominee Director(s) is/are member(s) as also the minutes of meetings. The financial institutions/Debenture Trustee/persons/bodies shall also be entitled to receive all such notice and minutes.</p> <p>The Company shall pay to the Nominee Director(s) sitting fees and expenses which other Director of the Company are entitled, but if any other fees, commission, remuneration in any form is payable to the Director of the Company the fees, commission, money and remuneration in relation to such Nominee Director(s) shall accrued to Debenture Trustee and same shall accordingly be paid by the Company directly to the debenture trustee. Any expenses that may incurred by the financial institution or such Nominee Director(s) in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the financial Institution or as the case may be to such Nominee Director(s).</p> <p>Provided that if any such Nominee Director(s) is/are an officer of the Financial Institution, the sitting fees in relation to such Nominee Director(s) shall also accrue to the Financial Institute and the same shall accordingly be paid by the Company directly to that Financial Institution.</p> <p>Provided further that if such Nominee Director(s) is/are an official of any of the Reserve Bank of India, the sitting fees in relation to such Nominee Director(s) shall also accrue to Financial Institution to whom he represents as Nominee Director from Reserve Bank of India and the same shall accordingly be paid by the Company directly to that Financial Institution.</p> <p>Provided also that in the event of the Nominee Director(s) being appointed as Whole Time Director(s) such Nominee Director(s) shall exercise such powers and duties as may be approved by the Lenders or Bodies in consultation with Board and have such rights as are usually exercised or available to a Whole Time Director, in management of the Borrower or Bodies and such Nominee Director(s) shall be entitled to receive such remuneration fees commission and moneys as may be approved by the Lenders or Bodies in consultation with Board.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	60	<p>Company may increase the number of Directors-Subject to Section 149 of the Act, the Company may subject to special resolution in General Meeting increase the maximum number of Directors.</p>

		60	<p>Further the Company may, subject to the provisions of Section 169 of the Act, by passing the ordinary resolution in the General Meeting of the members, may remove any Director before the expiration of his period of office and appoint another person in the place of director so removed.</p> <p>Appointment of Alternate Directors-In accordance with Section 161 and other applicable provisions (if any) of the Act, the Board shall have power at any time and from time to time, to, appoint a person, not being a person holding any alternate directorship for any other Director in the Company, to act as an alternate director for a director (hereinafter called the original Director) during his absence for a period of not less than three months from India.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	61	<p>Directors power to fill up casual Vacancies-Casual vacancies among Directors may be filled by the Board of Directors at their meeting and any person so appointed shall hold the office as per the provision of section 161.</p> <p>Appointment of Additional Director-Subject to the provisions of Section 161 and other applicable provisions (if any) of the Act, the Board shall have power at any time and from time to time, to appoint a person as an Additional Director but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles.</p> <p>The Additional Director so appointed shall retire from Office at next following Annual General Meeting but shall be eligible for election by the company at that meeting as a Director.</p> <p>Directors may act notwithstanding any vacancy-The continuing Directors may act notwithstanding any vacancy in their body, but if, and so long as their number is reduced below the minimum number fixed by Article 100 thereof, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting for that purpose.</p> <p>Remuneration of Directors-Subject to the provisions of the Act, the Chairman or Managing Director or any other functional Directors who is/are in the whole-time employment of the Company may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profit of the Company or partly by one way and partly by the other, keeping in view the limiting provisions governing the Managerial remuneration under the provisions of the Act.</p> <p>Subject to the provisions of the Act, a Director, who is neither in the whole-time employment nor a Chairman cum Managing Director of the Company may be paid remuneration either:-</p> <p>(a) by way of monthly, quarterly or annual payment with the approval of the Central Government, or</p> <p>(b) by way of commission if the Company by a special resolution authorizes such payment; and</p> <p>The sitting fee payable to a Director (excluding Whole-time Director) for attending a meeting of the Board or Committee thereof shall be such sum as may be fixed by the Board provided that the same shall not exceed Rs. 1,00,000/- or such other sum as prescribed in the Act as amended from time to time.</p> <p>Travelling expenses incurred by Director going out on Companys Business</p> <p>The Board may allow and pay to any Director who is not a bona-fide resident of the place where the Registered Office of the Company or where the meetings of the Board are actually held and who has to come to such place for the purpose of attending any meeting, such sum as the Board may consider fair compensation for travelling, boarding, lodging and other actual incidental expenses, in addition to his fee for attending such meeting as specified above. If any Director be called upon to go or reside out of the bonafide place of his residence on the Companys business, he shall be entitled to be paid and reimbursed any travelling or other actual expenses incurred by him in connection with the business of the Company.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	62	<p>When office of Directors to become Vacant-Subject to Section 167 of the Act, the office of a Director shall become vacant if:-</p> <p>(a) he incurs any of the disqualifications specified in section 164 under the act;</p> <p>(b) he absents himself from all the meetings of the Board of Directors held during a period of twelve months with or without seeking leave of absence of the Board;</p> <p>(c) he acts in contravention of the provisions of entering into contracts or arrangements in which he is directly or indirectly interested;</p> <p>(d) he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested;</p> <p>(e) he becomes disqualified by an order of a court or the Tribunal;</p> <p>(f) he is convicted by a court of any offence, whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months;</p> <p>Provided that the office shall be vacated by the director even if he has filed an appeal against the order of such court;</p> <p>(g) he is removed in pursuance of the provisions of this Act;</p> <p>(h) he, having been appointed a director by virtue of his holding any office or other employment in the holding, subsidiary or associate company, ceases to hold such office or other employment in that company.</p> <p>Directors may contract with Company-Except with the consent of the Board of Directors given by a resolution at a meeting of the Board and subject to such conditions, the company shall not enter into any contract or arrangement</p>

with a related party with respect to

- (a) sale, purchase or supply of any goods or materials;
- (b) selling or otherwise disposing of, or buying, property of any kind;
- (c) leasing of property of any kind;
- (d) availing or rendering of any services;
- (e) appointment of any agent for purchase or sale of goods, materials, services or property;
- (f) such related party's appointment to any office or place of profit in the company, its subsidiary company or associate company;
- (g) underwriting the subscription of any securities or derivatives thereof, of the company.

Every contract or arrangement entered as related party transaction shall be referred in the Boards report to the shareholders along with the justification for entering into such contract or arrangement.

Disclosure of interest by Directors-

1) Every Director of the Company, who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement, or proposed by Directors interested in a contract or arrangement, or proposed contract or arrangement entered into or to be entered into, by or on behalf of the Company, shall disclose the nature of his concern or interest at every financial year or whenever there is change in the disclosure of interest.

(2) Nothing in sub-clause (1) of this Article shall apply to any contract or arrangement entered into or to be entered into between the Company and any other company, where any of the Directors of the Company or two or more of the Directors together holds or hold not more than two per cent of the paid-up share capital in the other company.

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Interested Directors not to participate or vote in Boards proceedings-An interested director, who is in any way, whether by himself or through any of his relatives or firm, body corporate or other association of individuals in which he or any of his relatives is a partner, director or a member, interested in a contract or arrangement, or proposed contract or arrangement, entered into or to be entered into by or on behalf of a company, shall, take any part in the discussion of, or vote on any contract or arrangement entered into, or to be entered into, by or on behalf of the Company, if he is in any way, whether directly or indirectly, concerned or interested in such contract or arrangement, nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote, and if he does vote, his vote shall be void.

A contract or arrangement entered into by the company without disclosure or with participation by a director who is concerned or interested in any way, directly or indirectly, in the contract or arrangement, shall be voidable at the option of the company.

63 Register of Contracts in which Directors are interested-The company shall keep registers in accordance with Section 189(1) giving separately the particulars of all contracts or arrangements to which to matter of disclosure of interest by directors and related party transaction applies, in such manner and containing such particulars as may be prescribed and after entering the particulars, such registers shall be placed before the next meeting of the Board and signed by all the directors present at the meeting and shall within thirty days of appointment make such disclosure as are necessary for the purpose of same.

The Register shall be kept at the Registered office of the Company and shall be open to inspection at such office shall be open for inspection at such office during business hours and extracts may be taken there from, and copies thereof as may be required by any member of the company shall be furnished by the company to such extent, in such manner, and on payment of same fee as in the case of the Register of Members of the Company.

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Director may be Director of companies promoted by the Company-A Director may become a Director of any other company promoted by the Company, or in which it may be interested as a vendor, shareholder, or otherwise and no such Director shall be accountable for any benefits received as Director or shareholder of such a company except in so far as Section 188 of the Act may be applicable.

64 Register of Directors and key managerial personnel and their Shareholding-The Company shall keep at its registered office a Register containing such particulars of its Directors and key managerial personnel, Manager as may be prescribed under Section 170 of the Act and shall comply with the provisions of the said Section in all respects. The register shall include the details of securities held by each of them in the company or its holding, subsidiary, subsidiary of companys holding company or associate companies.

***Proceedings of the Board***

<input type="checkbox"/>	<input checked="" type="checkbox"/>	65	<p>Meetings of Directors-The Directors may meet together as a Board for the dispatch of business from time to time, so that at least four such meetings shall be held in every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board. The Directors may adjourn and regulate their meetings as they think fit.</p> <p>Board may appoint Chairman-All meetings of the Directors shall be presided over by the Chairman, if present, but if at any meeting of the Directors, the Chairman is not present at the time appointed for holding the same then in that case the Directors shall choose one of the Directors present to preside over the meeting.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	66	<p>Certain persons not to be appointed Chairman &amp; Managing Directors &amp; Functional Director-The Company shall not appoint a person as its Chairman, Managing Director or Whole-time Director who:-</p> <p>(a) is an undischarged insolvent, or had at any time been adjudged an insolvent;</p> <p>(b) is or has at any time been, convicted by a Court of an offence involving moral turpitude.</p> <p>Notice of Directors Meeting-A meeting of the Board shall be called by giving not less than seven days notice in writing to every director at his address registered with the company and such notice shall be sent by hand delivery or by post or by electronic means. Board may be called at shorter notice to transact urgent business where at least one independent director, if any, shall be present.</p> <p>Every notice convening a meeting of the Board of Directors shall set out the agenda of the business to be transacted thereat in sufficient detail provided however that the meeting may consider any other business with the permission of the chair.</p> <p>When meeting to be convened-The Company Secretary or any director of the Company may, as and when directed by the Chairman to do so, convene a meeting of the Board by giving a notice in writing to every Director.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	67	<p>Quorum at Board Meeting-No business shall be transacted at any Board meeting unless a quorum of Board of Director is present at the time when the meeting proceeds to business.</p> <p>Save as otherwise provided herein, the quorum for the Board meetings shall be as provided in section 174.</p> <p>Questions at Board meetings how to be decided-All questions arising at a Meeting of the Board or any committee thereof shall be decided by majority of votes of directors present and in case of equality of votes, the Chairperson shall have a second and casting vote.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	68	<p>Committee of Board-Subject to the restrictions contained in Section 179, 180 and other applicable provisions of the Act and preceding Articles, the Board may delegate any of its powers to Committees of the Board consisting of such member or members of its body as it may think fit.</p> <p>PROVIDED that the Board may, from time to time, revoke, modify and discharge any such Committee of the Board either wholly or in part. Every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any Policy/regulations that may, from time to time, be laid down by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfillment of the purposes of their appointment shall have the like force and effect as if done by the Board</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	69	<p>Meeting of Committee how to be Governed-The meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions of the act and guidelines laid down for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by Directors under the last preceding Article.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	70	<p>Resolution by circulation-No resolution on matters shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or members of the Committee, as the case may be, at their addresses registered with the company in India by hand delivery or by post or by courier, or through such electronic means as may be prescribed and has been approved by a majority of the directors or members, who are entitled to vote on the resolution. Resolution passed in such circulation shall be made part of the minutes of such meeting.</p> <p>Provided that, where not less than one-third of the total number of directors of the company for the time being require that any resolution under circulation must be decided at a meeting, the chairperson shall put the resolution to be decided at a meeting of the Board.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	71	<p>Defects in appointment of Directors not to invalidate actions taken-All acts done by any meeting of the Board, or by a Committee of the Board, or by any person acting as a Director shall notwithstanding that it was subsequently noticed that there was some defect in the appointment of such Director or persons acting as aforesaid, or that they, or any of them, were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or these Articles, be as valid as if every such person had been duly appointed and was qualified to be a Director and had not vacated his office or his appointment had not been terminated.</p> <p>PROVIDED that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment had been noticed by the Company to be invalid or to have terminated.</p>

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Minutes of proceedings of meetings of the Board-</p> <p>(a) The Company shall cause minutes of all proceedings of every meeting of the Board and committee thereof to be kept by making within thirty days of the conclusion of every such meeting record thereof in Minute Book kept for that purpose with their pages consecutively numbered.</p> <p>(b) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the said meeting or the Chairman of the next succeeding meeting.</p> <p>The minute books of the Board and committee meetings shall be preserved permanently and kept in the custody of the company secretary of the company or any director duly authorized by the Board for the purpose and shall be kept in the registered office or such place as Board may decide.</p> <p>The minutes shall also contain:-</p> <p>(i) the names of the Directors present at the meeting; And</p> <p>(ii) in the case of each resolution passed at the meeting, the names of the Directors, if any, dissenting from, or not concurring with the resolution.</p> <p>Nothing deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairman of the meeting</p> <p>(i) is, or could reasonably be regarded as, defamatory of any person.</p> <p>(ii) is irrelevant or immaterial to the proceedings, or</p> <p>(iii) is detrimental to the interests of the Company. The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this sub-clause.</p> <p>(c) Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Powers of Board-The Board may exercise all such powers of the Company and do all such acts and things as it is entitled to do under section 179 of the Act and rules made thereunder, or by the Memorandum or Articles of the Company but shall not decide matters required to be exercised or done by the Company in General Meeting, Subject to these Articles no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been so made.</p> <p>Certain powers of the Board</p> <p>Without prejudice to the general powers conferred by the Act and preceding Article and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these Articles and by General Body, it is hereby declared that the Directors shall have the following powers, that is to say, power:-</p> <p>(1) to pay and charge to the capital account of the Company any commission or interest lawfully payable there out under the provisions of Sections 40 of the Act;</p> <p>(2) Subject to Sections 179 and 180 of the Act, to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit, and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory;</p> <p>(3) At their discretion and subject to the provisions of the Act, to pay for any property, rights or privileges acquired by, or services rendered to, the Company either wholly or partially, in cash or in shares, bonds, debentures, mortgages, or other securities of the Company, and any such shares may be issued either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon, and any such bonds, debentures, mortgages or other securities may be either specially charged upon all or any part of the property of the Company and its uncalled capital or not so charged;</p> <p>(4) To secure the fulfillment of any contract or engagement entered into by the Company in the normal course of business, by mortgage or charge any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit;</p> <p>(5) To accept from any Member, as far as may be permissible by law, a surrender of his shares or any part thereof, on such terms and conditions as shall be agreed upon;</p> <p>(6) To appoint any person to accept and hold in trust for the Company any property belonging to the Company, in</p>



73	<p>which it is interested, or for any other purposes and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trust or trustees;</p> <p>(7) To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claim or demand by or against the Company and to refer any differences to arbitration, and observe and execute any awards made thereon;</p> <p>(8) To act on behalf of the Company in all matters relating to bankruptcy and insolvency;</p> <p>(9) To make and give receipts, releases, and other discharges for moneys payable to the Company and for the claims and demands of the Company;</p> <p>(10) Subject to applicable provisions of the Act, to invest and deal with any moneys of the Company not immediately required for the purposes thereof upon such security (not being shares of this Company), or without security and in such manner as they may think fit, and from time to time to vary or realise such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name;</p> <p>(11) To execute, in the name and on behalf of the Company, in favour of any Director or other person who may incur or going to incur any personal liability whether as principal or surety, for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, provisions covenants as shall be agreed upon;</p> <p>(12) To open account with any bank or banks and to determine from time to time who shall be entitled to sign, on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques dividend warrants, releases, contracts and documents and to issue the necessary authority for such purpose;</p> <p>(13) To distribute by way of bonus or commission amongst the staff of the Company on the profits of any particular business or transaction, and to charge such bonus or commission as part of the working expense of the Company;</p> <p>(14) To provide for the welfare of employees or ex-employees of the Company and their families or connections of such persons, by building or contributing to the building of houses, dwellings or chawls, or by grants of money, pension, gratuities, allowances, bonus or other payments, or by creating, and from time to time subscribing or contributing to provident and other funds, associations, institutions or trusts and by providing or subscribing or contributing towards places of instrument and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit; and to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company either by reason of locality of operation, or of public and general utility or otherwise;</p> <p>(15) Before recommending any dividend, to set aside out of the profits of the Company such sums as they may think proper for depreciation or to a Depreciation Fund, or to an Insurance Fund, or as a Reserve Fund or Sinking Fund or any Special Fund to meet contingencies or to repay debentures or debenture stock; or for special dividends or for equalizing dividends or for repairing, improving, extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the preceding clause), as the Board may, in their absolute discretion, think conducive to the interest of the Company, and subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as required to be invested, upon such investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Board, in their absolute discretion, think conducive to the interest of the Company notwithstanding that the matters to which the Board apply or upon which they expend the same or any part thereof, may be matters to or upon which the capital moneys of the Company might rightly be applied or expended, and to divide the Reserve Fund or division or a reserve Fund to another Reserve Fund or division of a Reserve Fund and with full power to employ the assets constituting all or any of the above funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of Debentures or debenture stock, and without being bound to keep the same separate from the other assets, and without being bound to pay interest on the same with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper;</p> <p>(16) To appoint and at their discretion remove or suspend such officers such as Executive Director, general managers, managers, secretaries, assistants, supervisors, clerks, agents and servants etc. for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and fix their salaries or emoluments or remunerations and to require security in such instances and to such amounts as they may think fit. And also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or abroad in such manner as they think fit, and the provisions contained in the following sub-clauses shall be without prejudice to the general powers conferred by this sub clause;</p> <p>(17) From time to time and at any time to establish any number of offices and establishment for properly managing the</p>
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		<p>affairs of the Company in any specified locality in India or elsewhere and to appoint staff for such offices and to fix their remuneration;</p> <p>(18) Subject to the provisions of the Act, from time to time and at any time, to delegate to any such local Board, or any member or members thereof or any managers or agents so appointed or to any other person(s) any of the powers, authorities, and discretions for the time being vested in the Board, and to authorise the members for the time being of any such local Board, or any of them to fill up any vacancies, therein and to act notwithstanding vacancies and any such appointment or delegation under the preceding and this sub-clause may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed, and may annul or vary any such delegation;</p> <p>(19) At any time and from time to time by Power of Attorney under the Seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also those which are to be exercised by the Board, in its Meetings) and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Board thinks fit) be made in favour of the members or any of the members of any local Board, established as aforesaid or in favour of any company, or the shareholders, directors, nominees, or managers or any company or firm or otherwise in favour of any persons whether appointed by name or designation by the Board and any such Power of Attorney may contain such powers for the protection or convenience of such Attorney as the Board may think fit, and Board may specifically bestow powers enabling any such delegate or attorneys to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them;</p> <p>(20) Subject to Sections 188 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company, to enter into such negotiations and contracts and rescind and vary such contracts, and execute and do all such acts deeds and things in the name and on behalf of the Company as they may consider expedient;</p> <p>(21) From time to time to make vary and repeal bye-laws for the regulations of the business of the Company regulate employment of its officers and servants by making service Rules and Regulations;</p> <p>(22) Maintain proper records at places as per provisions of the Act and where the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with this Article if proper Books of Account relating to the transactions effected at the branch office are kept at the branch office and proper summarized returns, made up-to-date at intervals of not more than three months, are sent by the branch office to the Company at its Office or other place in India, at which the Company's Books of Accounts are kept as aforesaid;</p> <p>(23) Ensure proper maintenance of the Books of Account which shall give a true and fair view of the state of the affairs of the Company or branch office, as the case may be, and explain its transactions. The Books of Account and other books and papers shall be open to inspection by any Director during business hours.</p>
		<b>Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>74 CEO, MANAGER, CS AND CFO-Subject to the provisions of the Act, --</p> <p>(i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;</p> <p>(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>75 As per provisions of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.</p>
		<b>The Seal</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>76 The Seal its custody and use-The Board shall provide a Common Seal for the purpose of the Company, and shall have power, from time to time, to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the seal shall never be used except on the authority of the Board or by Committee of the Board as authorized.'</p> <p>Deeds how executed-Every deed or other instrument, to which the Seal of the Company is required to be affixed, shall unless the same is executed by a duly constituted attorney issued under the seal; be signed by two Directors or one Director and Secretary or some other person authorised by the Board for the purpose:</p> <p>PROVIDED that in respect of the Share Certificate, the Seal shall be affixed in accordance with Article as mentioned</p>

			above.	222
			<b>Dividends and Reserve</b>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	77	<p>Division of profits and dividends in proportion to amount paid- up(a) The profits of the Company, subject to any special rights relating thereto created or authorized to be created by these Articles and subject to the provisions of these Articles, shall be divisible among the Members in proportion to the amount of capital paid-up or credited as paid-up on the shares held by them.</p> <p>(b) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares held during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend from a particular date, such share shall rank for dividend accordingly. The Company in General Meeting may declare a dividend-Company in General Meeting may declare dividends to be paid to Members according to their respective rights, but no dividends shall exceed the amount recommended by the Board, but the Company in General Meeting may declare a smaller dividend.</p>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	78	<p>Dividends only to be paid out of Profits-</p> <p>a) No dividend shall be declared or paid by the Company for any financial year except out of its profits for that year arrived at in the manner set out in Section 123 of the Act.</p> <p>(b) Where, owing to inadequacy or absence of profits in any financial year, any Company proposes to declare dividend out of the accumulated profits earned by it in previous years and transferred by the company to reserves, such declaration of dividend shall not be made except in accordance with such rules as may be made in that behalf.</p> <p>(c) No dividend shall be declared or paid by a company from its reserves other than free reserves.</p> <p>Interim Dividend-Subject to the provisions of Section 123, the Board may, from time to time, pay the Members such interim dividend as appear to it to be justified by the profits of the Company.</p> <p>Capital paid - up in advance to carry Interest-Where capital is paid in advance of calls such capital may carry interest but shall not in respect thereof confer a right to dividend or participate in profits.</p>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	79	<p>Retention of dividends until completion of transfer-The Board may retain the dividends payable on shares in terms of Section 126 in respect of which any person is entitled to become a Member, or on completion any person under those Articles is entitled to transfer, or until such person shall become a Member in respect of such shares or shall duly transfer the same.</p>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	80	<p>Transfer of shares must be Registered-A transfer of shares shall not pass the right to any dividend declared thereon before the registration of transfer. Provided that where any instrument of transfer of shares has been delivered to the Company for registration and the transfer of such shares has not been registered by the Company, it shall, notwithstanding anything contained in any other provision of this Act</p> <p>a) transfer the dividend in relation to such shares to the Unpaid Dividend Account referred to in Section 124 of the Act unless the Company is authorized by the registered holder of such shares in writing to pay such dividend to the transferee specified in such instrument of transfer ;and</p> <p>(b) keep in abeyance in relation to such shares, any offer of rights shares under clause (a) of sub-section (1) of section 62 of the Act and any issue of fully paid-up bonus shares in pursuance of first proviso to sub-section (5) of section 123 of the Act.</p>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	81	<p>No Member to receive dividend whilst indebted to the Company &amp;Company?s right of reimbursement Thereon-No Member shall be entitled to receive payment as interest or dividend in respect of his shares, whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever, either alone or jointly with any person or persons, and the Board may deduct from the interest or dividend payable to any Member all sums of money so due from him to the Company.</p>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	82	<p>Dividends how remitted-</p> <p>(1) Unless otherwise directed any dividend payable in cash may be paid by cheque or warrant or in any electronic mode or by a pay slip or receipt or in any other manner having the force of a cheque or warrant sent through the post to the registered address of the Member or person entitled or in case of joint holders to that one of them first named in the Register in respect of the joint holdings. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent the Company shall not be liable or responsible for any cheque or warrant or pay slip or receipt lost in transmission, or for any dividend lost to the Member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any pay slip or receipt or the fraudulent recovery of the dividend by any other means.</p> <p>(2) Notwithstanding anything contained in these Articles any dividend declared, may be paid by Electronic Clearing System through any Sponsor Bank, after getting registration with the Reserve Bank of India for using this facility and collecting from the members necessary bank mandate in the prescribed format.</p>	

<input type="checkbox"/>	<input checked="" type="checkbox"/>	83	Dividends and call together-Any General Meeting declaring a dividend, may, on the recommendation of the Board, make a call on the Members of such amount as the meeting may fix, but so that the call on each Member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the Member, be set off against the calls.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	84	Unclaimed dividend-No unclaimed dividend shall be forfeited and all unclaimed dividends shall be dealt with in accordance with the provisions of Section 124 and other applicable provisions of the Act.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	85	No interest against Dividend-No dividend shall bear interest against the company.
			<b>Accounts</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	86	<p>Directors to keep true accounts-(a) Every company shall prepare and keep at its registered office including its branch office or offices or at such other place in India as the Board thinks fit, Books of Accounts and other relevant books and papers and financial statement for every financial year which give a true and fair view of the state of the affairs of the company in accordance with Section 128 of the Act with respect to-</p> <p>(i) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place;</p> <p>(ii) all sales and purchases of goods by the Company;</p> <p>(iii) the assets and liabilities of the Company.</p> <p>(iv) state of affairs of the company.</p> <p>(b) Where the Board decides to keep all or any of the Books of Account at any place other than the Office of the Company, the Company shall within seven days of the decision file with the Registrar a Notice in writing giving the full address of that other place in accordance with Section 128 of the Act.</p> <p>(c) The company may keep such books of account or other relevant papers in electronic mode in such manner as may be prescribed.</p> <p>(d) The Company shall preserve in good order the Books of Account relating to a period of not less than eight financial years immediately preceding a financial year. The books of account and other relevant books and papers maintained in electronic mode shall remain accessible in India so as to be usable for subsequent reference together with the vouchers relevant to any entry in such Books of Account.</p> <p>Inspection of accounts or record by members-No Member (not being a director) shall have any right of inspecting any account or books or documents of the Company except as conferred by Section 94 of the Act or authorized by the Board or by the company in general meeting.</p> <p>The Board may determine whether and to what extent and at what time and place and under what conditions or regulations the accounts and books of the Company or any of them may be open to inspection of the Members. Notwithstanding anything to the contrary contained herein above, the authorized representative of Promoters shall have a right to inspect the accounts books, plant, facility, documents, records, premises, equipment and machinery and all other property of the Company at convenient time(s), after giving advance notice to the Company.</p> <p>Statement of Accounts to be furnished to General Meeting-The Directors shall, from time to time, in accordance with Sections 129 and 134 and other applicable provisions of the Act, cause to be prepared and to be laid before the Company in General Meeting, such Balance Sheets, Profit and Loss Accounts and Reports as are required by these Sections.</p> <p>Copies shall be sent to each Member-Without prejudice to the provisions of Section 101 and subject to the provisions of Section 136 of the Act, a copy of the financial statements, including consolidated financial statements, auditors report and every other document required by law to be annexed or attached to the Balance Sheet shall at least twenty-one days before the General Body Meeting at which the same are to be laid before the members, be sent to the members of the company, to every trustee for every holder of any debenture issued by the company and to all persons other than such members or trustee, being the person so entitled to attend the General Body Meeting.</p> <p>Copy of financial statement to be filed with registrar-The Company shall comply with Section 137 of the Act as to filing copies of the Balance Sheet and Profit and Loss Account and documents required to be annexed or attached thereto with the Registrar.</p>
			<b>Winding up</b>

<input type="checkbox"/>	<input checked="" type="checkbox"/>	87	<p>Procedure for winding up-If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively. And if in a winding-up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding-up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.</p> <p>If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of a Special Resolution, divide among the contributions, in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories, or any of them, as the liquidators, with the like sanction, shall think fit.</p>
			<b>Indemnity</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	88	<p>Officers to be indemnified-Subject to provisions of the Act, every Officer of the company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favor or in which he is acquitted or in which relief is granted to him by the court or the Tribunal. Provided that if such person is proved to be guilty, the premium paid on such insurance shall be treated as part of the remuneration.</p>
<input checked="" type="checkbox"/>			<b>Others</b>
		89	<p>Company not bound to recognize holding of shares on trust or any interest in shares other than that of registered holder-Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall not be bound to recognize holding of any share upon any trust and to recognize any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles, in the person from time to time registered as the holder thereof, but the Board shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.</p> <p>Funds etc. of Company may not be applied in purchase of shares of the Company-The Company shall not give, either directly or indirectly, and either by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with the purchase or subscription made or to be made by any person for purchase of any shares in the Company except in conformity with the provisions of Section 67 of the Act.</p> <p>Underwriting and Brokerage-Commission may be paid</p> <p>Subject to the provisions of Section 40 of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe for any shares in or debentures of the Company, or procuring, or agreeing to procure subscriptions for any shares in or debentures of the Company, but so that the commission shall not exceed in case of shares, five percent of the price at which the shares are issued, and in case of debentures, two and a half percent of the price at which the debentures are issued. Such commission may be satisfied by payment in cash or by allotment of fully or partly paid shares or debentures or partly in one way and partly in the other.</p> <p><b>Brokerage</b></p> <p>The Company may also on any issue of shares or debentures, pay such brokerage as may be lawful.</p> <p>Interest out of Capital-Interest may be paid out of capital</p> <p>Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any work or building or the provision of any plant, which cannot be made profitable for a lengthy period, the Company may pay interest on so much of that share capital as is for the time being paid up, for the period, at the rate and subject to the conditions and restrictions provided by the Company Act, 2013 and may charge the same to capital as part of the cost of construction of the work or building, or the provision of plant.</p> <p>Annual Returns-The Company shall comply with the provisions of Sections 92 of the Act as to the making of Annual Returns.</p> <p>Borrowing powers-As per the provisions of Section 73, 76, 179, 180 and other applicable provisions of the Act, the Board of Directors may, from time to time at its discretion, by resolution at a meeting of the Board and subject to the approval of the shareholders in General Meeting, accept deposits from Members, either in advance of calls or otherwise, and generally raise or borrow or secure the payment of any sums of money for the purpose of the Company. Provided however, where the moneys already borrowed (apart from temporary loans obtained from the Companys bankers in the ordinary due course of business) exceed the aggregate of the paid-up capital of the Company, its free reserves (not being reserves set apart for any specific purpose) and the securities premium, the Board shall not borrow such moneys without the consent of the Company in General Meeting.</p> <p>Payment or repayment of borrowed Moneys</p>

Subject to the provisions of Article 64 hereof, the payment and repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board of Directors may think fit, by resolutions passed at a meeting of the Board and in particular, by the issue of bonds or debentures of the Company whether unsecured or secured by a mortgage or charge over all or any part of the property of the Company (both present and future) including its uncalled capital for the time being, and debentures and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

#### Terms of issue of Debentures

Any debentures or other securities may be issued or otherwise and may be issued on condition that they shall be convertible into shares of any denomination, and with any privileges and conditions to redemption, surrender, drawing, allotment of shares and attending (but not voting) at General Meetings. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meetings accorded by special resolution.

#### Register of charges to be Kept

The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all charges and floating charges affecting the property or assets of the Company or any of its undertakings and shall cause the requirements of Sections 77, 79, and 81 to 87 (both inclusive) of the Act in that behalf to be duly complied with, so far as they are required to be complied with by the Board.

#### Register of Debenture holders

The Company shall, if at any time it issues debentures, keep a Register and Index of Debenture holders in accordance with Section 88 of the Act. The Company shall have the power to keep in any Country outside India a Register of Debenture holders residing outside India, in such manner as may be prescribed.

#### Application to Debentures and other securities

The provisions of the Articles shall apply mutatis mutandis to debentures, bonds or other securities issued by the company.

#### Dematerialization of Securities-Definitions :

For the purpose of this Article :

Depository means a depository as defined in clause (e) of sub-section (1) of section 2 of the Depositories Act, 1996.

Beneficial Owner means a person or persons whose name is recorded in the Register maintained by a Depository under the Depository Act, 1996.

SEBI means the Securities and Exchange Board of India established under section 3 of the Securities & Exchange Board of India Act, 1992.

Securities means the securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act, 1956;

#### Dematerialization of Securities

Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its existing securities, rematerialize its securities held in the Depositories and / or offer its fresh securities in dematerialized form pursuant to the provisions of the Depositories Act, 1996 and the rules framed there under, if any.

#### Option for investors

Every person subscribing to or holding securities of the Company shall have the option to receive securities certificates or to hold the securities with the Depository. Such a person who is the beneficial owner of the securities can at any time opt out of the Depository, if permitted by the law, in respect of any security in the manner and within the time prescribed, issued to the beneficial owner the required certificate of the securities. If a person opts to hold his securities with a Depository, the Company shall intimate such Depository, the details of allotment of the security and on receipt of the information, the depository shall enter in its records the name of the allottees as the beneficial owner of the securities.

#### Securities in Depository to be in Fungible Form

All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Section 88, 89, 112 and 186 of the Act shall apply to a Depository in respect of the securities held by it on behalf of the Beneficial Owners.

#### Rights and Liabilities of Beneficial Owner

(a) Notwithstanding anything to the contrary contained in the Act or these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owners.

(b) Save as otherwise provided in (a) above, the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.

(c) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the Depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities, which are held, by a Depository.

#### Service of Documents

Notwithstanding anything to the contrary contained in the Act or Articles to the contrary, where securities are held in a Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs.

Provisions of Articles to apply to shares held in Depository

Nothing contained in Section 56 of the Act or these Articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a Depository.

#### Allotment of Securities dealt within a Depository

Notwithstanding anything in the Act or these Articles, where securities are dealt with by the Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such securities.

Distinctive numbers of securities held in the depository Mode

Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers on securities issued by the Company shall apply to securities held with a Depository.

#### Register and Index of Beneficial Owners

The Register and Index of Beneficial Owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be the Register and Index of member and security holder for the purpose of these Articles

Conversion of Shares into Stock and Re conversion-Shares may be converted into stock and reconverted

The Company in General Meeting may convert any paid up shares into stock and when any shares shall have been converted into stock, the several holders of such stock may henceforth transfer their respective interest therein, or any part of such interest, in the same manner and subject to the same regulations, as if no such conversion had taken place, or as near thereto as circumstances will admit. The Company may at any time reconvert any stock into paid-up shares.

#### Rights of stock holders

The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose.

#### Audit -Accounts to be audited

The Auditors of the Company shall be appointed or reappointed by the Comptroller and Auditor General of India and their remuneration, rights and duties shall be regulated by Section 139 to 143 and 145 to 148 of the Act.

Powers of the Comptroller and Auditor General of India.

The Comptroller and Auditor General of India shall have the powers:-

(a) to direct the manner in which the Company's accounts shall be audited by the auditors appointed in pursuance of Article hereof and to give such auditors instruction in regard to any matter relating to the performance of their functions as such.

(b) to conduct a supplementary or test audit of the financial statement of the Company by such person or persons as he may authorize in this behalf, and for the purposes of such audit, to have access at all reasonable times, to all accounts, account books, vouchers, documents and other papers of the Company and to require information or additional information to be furnished to any person or persons so authorized on such matters, by such person or persons and in such form as the Comptroller and Auditor General may, by general or special order, direct.

Comments upon or supplement to audit report by the Comptroller & Auditor General of India to be placed before the annual general meeting

The auditors aforesaid shall submit a copy of his / her audit report to the Comptroller and Auditor General of India who shall have the right to comment upon or supplement such audit report in such manner as he may think fit. Any such comments upon or supplement to the audit report shall be placed before the Annual General Meeting of the Company at the same time and in the same manner as the audit report.

#### Service of Documents-

#### Manner of Service of Documents



A document or notice may be served or given by the Company to any Member either through speed post, registered post or through electronic mode to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him. Notice is to be sent by the company through its authorized and secured computer programme which is capable of producing confirmation and keeping record of such communication addressed to the person entitled to receive such communication at the last electronic mail address provided by the member.

The notice may be sent through e-mail as a text or as an attachment to e-mail or as a notification providing electronic link or Uniform Resource Locator for accessing such notice through in-house facility or its registrar and transfer agent or authorize any third party agency providing bulk e-mail facility.

When notices or documents served on Members

Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice.

When notice or notifications of availability of notice are sent by e-mail, the company should ensure that it uses a system which produces confirmation of the total number of recipients e-mailed and a record of each recipient to whom the notice has been sent and copy of such record and any notices of any failed transmissions and subsequent re-sending shall be retained by or on behalf of the company as proof of sending.

Provided that the member shall provide the updated email address to the company and for that company will provide an advance opportunity at least once in a financial year, to the member to register his e-mail address and changes therein and such request may be made by only those members who have not got their email id recorded or to update a fresh email id. Notice will also be simultaneously updated in the website of the company.

By Advertisement

A document or notice advertised in a newspaper circulating in the neighbourhood of the Registered Office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every Member who has no registered address in India and has not supplied to the Company an address within India for the serving of documents on sending the notices to him. Explanatory Statement of material facts under Section 102 need not be advertised but it will be mentioned in the advertisement that the Statement has been forwarded to the Members.

On personal representatives etc.

A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the post in prepaid letter addressed to them by name or by the title of representative of the deceased, or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the persons claimed to be entitled, or until such an address has been so supplied by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

To whom documents or notices must be served or given

Documents or notices of every General Meeting shall be served or given in same manner as herein before or to (a) every member of the company, legal representative of any deceased member or the assignee of an insolvent member, (b) the auditor or auditors of the company; and (c) every director of the company.

Members bound by documents or notices served on or given to previous holders

Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every document or notice in respect of such share, which previously to his name and address being entered in the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such shares

Documents or notice by Company and signature thereto

Any document or notice to be served or given by the Company may be signed by a director or key managerial personnel or an officer of the company duly authorised by the Board in this behalf.

Service of document or notice by Member

All documents or notices to be served or given by Members on or to the Company or any officer thereof shall be served or given by sending it to the Company or Officer at the Office by post or through electronic mode under a certificate of posting or by registered post, or through email.

(a) Every Director, Manager, Auditor, Treasurer, Trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company, shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

(b) No Member shall be entitled to visit or inspect any work of the Company without the permission of the Directors or

			<p>to require discovery of or any information respecting any details of the Companys trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it would be in expedient in the interest of the Company to disclose.</p> <p>Copies of Memorandum and Articles of Association to be sent by the CompanyCopies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act shall be sent by the Company to every Member at his request within seven days of the request on payment of such fees as may be prescribed.</p>
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Subscriber Details					229	
S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated	
1	PFC Consulting Limited R/ o Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110001 Through Manish Kumar Agarwal S/ o Narender Agarwal R/o 41, Second Floor, Gyan Khand-III, Indirapuram, Shipra Sun City, Ghaziabad, UP-201014 Service (As Authorised Signatory)	AIEPK3387Q	Delhi	MANISH KUMAR AGARWAL <small>Digitally signed by MANISH KUMAR AGARWAL Date: 2021.04.13 16:37:48 +05'30'</small>	13/04/2021	
2	Manoj Kumar Rana, S/o Sube Singh R/o A-32/E, DDA Flats, Munirka, New Delhi-110067, Service (As Nominee of PFC Consulting Limited)	02263302	Delhi	MANOJ KUMAR RANA <small>Digitally signed by MANOJ KUMAR RANA Date: 2021.04.13 16:37:25 +05'30'</small>	13/04/2021	
3	Milind M. Dafade, S/o Madhusudan G. Dafade R/ o Aishwaryam Appt., Flat C-31, Sec-4, Plot No. 17, Dwarka, New Delhi-110078, Service (As Nominee of PFC Consulting Limited)	AAHPD8722F	Delhi	MILIND MADHUSUDAN DAFADE <small>Digitally signed by MILIND MADHUSUDAN DAFADE Date: 2021.04.13 16:46:54 +05'30'</small>	13/04/2021	
4	Dharuman Manavalan S/ o Pamandi Chinnian Dharuman R/o A-703, Saheta Apartment, Plot No. 30, Dwarka, Sector-4, South West Delhi, Delhi-110078 Service (As Nominee of PFC Consulting Limited)	08102722	Delhi	D MANAVALAN <small>Digitally signed by D MANAVALAN Date: 2021.04.13 16:47:03 +05'30'</small>	13/04/2021	
5	Neeraj Singh S/ o Dayashankar Singh R/ o Flat C-703, The Crescent Apartment, Plot F-2, Sector-50, Noida, Gautam Budh Nagar, UP-201301, Service (As Nominee of PFC Consulting Limited)	08613892	Delhi	NEERAJ SINGH <small>Digitally signed by NEERAJ SINGH Date: 2021.04.13 16:53:32 +05'30'</small>	13/04/2021	
6	Sachin Shukla S/o Raj Kumar Shukla R/o C5/804, PWO Housing Complex Sector-43, Gurgaon Galleria DLF-IV Gurgaon, Haryana-122009, Service (As Nominee of PFC Consulting Limited)	08613963	Delhi	SACHIN SHUKLA <small>Digitally signed by SACHIN SHUKLA Date: 2021.04.13 16:47:24 +05'30'</small>	13/04/2021	
7	Sanjay Kumar Nayak S/o Jagabandhu Nayak R/o K 713, Jalvayu Tower, Sector 56 Gurgaon- Haryana 122011, Service (As Nominee of PFC Consulting Limited)	08197193	Delhi	SANJAY KUMAR NAYAK <small>Digitally signed by SANJAY KUMAR NAYAK Date: 2021.04.13 16:56:43 +05'30'</small>	13/04/2021	
Signed Before Me						
Name		Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	Place	DSC	Dated
FCS	AMIT AGRAWAL	Company Secretaries S/o Late Sh. M. L. Agrawal FCS 5311, C.P. No. 3647 H-63, Vijay Chowk , Laxmi Nagar Delhi-110092	5311	Delhi	AMIT AGRAWAL <small>Digitally signed by AMIT AGRAWAL Date: 2021.04.13 17:23:56 +05'30'</small>	13/04/2021

Checkform

Modify

# Annexure A-16 (Colly)

Serentica Renewables India 4 Private Limited  
Registered Office: DLF Cyber Park, 9th Floor, Tower-B Udyog Vihar,  
Phase-III, Sector-20, Gurugram- 122008, Haryana  
Contact No: 0124-4562000 CIN: U40200HR2022PTC101467

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Ref: SRIPL4/23/08/01

31<sup>st</sup> August 2023

To,

**Hindustan Zinc Ltd.**

Yashad Bhawan, Udaipur – 313004  
Rajasthan

**Kind Attention:** Mr. Ankit Kumar / Mr. Vishnu Khandelwal

**Subject:** Development of Transmission Line (TL) of 220kV D/C from Kankroli CTU Substation to HZL Dariba premises

**Ref:** Power Delivery Agreement (PDA) dated 02<sup>nd</sup> September 2023 signed between Serentica Renewables India 4 Private Limited (SRIPL4) and Hindustan Zinc Limited (HZL)

Dear Sir,

This is with reference to the captioned Power Delivery Agreement signed for setting up a hybrid renewable energy project (PDA).

That for consumption of the power by the HZL Dariba unit, a Transmission Line (TL) for flow of 200 MW power needs to be developed to connect the HZL Dariba units' switchyard to Kankroli ISTS substation. In this regard, HZL has already been granted Bulk Consumer connectivity by the Central Transmission Utility (CTU) for 200 MW power flow through the above ISTS substation.

We would like to now inform that to expedite the matter of grant of transmission License for the construction of TL, SRIPL4 intends to use its assigned company, Kishtwar Transmission Limited (KTL) as the entity responsible for the construction of the TL. KTL is a group company of Sterlite Power Transmission Limited.

This is in line with the PDA clause 4.2.2 (reproduced below), which states that SRIPL4 at its discretion and cost, can have the TL executed through its subsidiaries/affiliates/permitted assigns.

*"The Developer, at its own discretion and cost, either itself or through any of its subsidiaries or affiliates or permitted assigns, shall be responsible for construction, operation and maintenance of the Dedicated Transmission Line, within the timeline prescribed for SCD....."*

As KTL is already having a transmission license, getting the additional permission/license from Central Electricity Regulatory Commission (CERC) to construct this DTL is expected to be faster and in accordance with reg.12.5 of the GNA Regulations, 2022.



Serentica Renewables India 4 Private Limited  
Registered Office: DLF Cyber Park, 9th Floor, Tower-B Udyog Vihar,  
Phase-III, Sector-20, Gurugram- 122008, Haryana  
Contact No: 0124-4562000 CIN: U40200HR2022PTC101467

In view of the above, we are going to file the transmission license petition at CERC from KTL and HZL along with others shall be respondents for getting this permission from CERC.

We request a consent letter from your side which allows KTL, an assigned company by SRIPL4 to establish and operate the TL.

We look forward to your positive response in this matter.

Regards,



(Authorized Signatory)

Serentica Renewables India 4 Private Limited

HZL/RE/RTC/02/2023-24

Date- 21<sup>st</sup> Sept-23

To,  
Chhotoo Chaudhary,  
Serentica Renewables India 4 Private Limited  
Gurugram - 122008

**Re:** Your Letter dated 31<sup>st</sup> Aug-23 regarding development of transmission line (TL) of 220 KV D/C from Kanrololi (PG) substation to HZL Dariba Premises.

**Sub:** Letter of Confirmation on development of transmission line through Kishtwar Transmission Limited (KTL)

Dear Sir,

We understand from your letter vide SRIPL4/23/08/01 dated 31<sup>st</sup> Aug-23 regarding development of transmission line (TL) of 220 KV D/C from Kankroli PG substation to HZL Dariba premises, SRIPL4 intends to use Kishtwar Transmission Limited (KTL) as the entity responsible for the construction of the TL. KTL is a group company of Sterlite Power Transmission Limited.

Since a Transmission License is required from CERC, KTL would be filing a petition on the above for an approval from CERC.

Please consider this letter as an acceptance for filing the petition at CERC through KTL as per requirement by CERC.

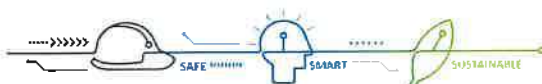
Regards,

Sandee  
p Modi

**Sandeep Modi**  
Chief Financial Officer  
Hindustan Zinc Limited

Arun Misra

**Arun Misra**  
Chief Executive Officer  
Hindustan Zinc Limited



Ref: KTL/23/10/01

Dated: 03-10-2023

To

Hindustan Zinc Ltd  
Yashad Bhawan  
Udaipur - 313004

Kind Attention: Mr. Ankit Kumar/ Mr. Vishnu Khandelwal

Subject: Confirmation on Development of Transmission Line (TL) of 220kV D/C from  
Kankroli CTU Substation to HZL Dariba premises

Ref: i. SRI4PL letter no SRIPL4/23/08/01 dated 31st August 2023  
ii. HZL letter no HZL/RE/RTC/02/2023-24 Date- 21st Sept-23

Dear Sir

With reference to your letter at [ii] above, we are pleased to inform that the board of Kishtwar Transmission Ltd has approved the construction of connectivity Line from the Rajasmanand Facility of Hindustan Zinc Limited ("HZL") to the Inter-State Transmission System (ISTS) at the 400/220 kV ISTS Kankroli (PG) substation along with two 220 KV bays at Kankroli (PG). Accordingly, we are proceeding with filing of petition before CERC for grant of transmission license to establish the aforesaid transmission system. We thank you for the confidence placed in us by entrusting us this work.

Yours faithfully  
For Kishtwar Transmission Ltd

  
Balaji Sivan  
(Director – Regulatory, Advocacy and BD)



HZL/RE/RTC/03/2023-24

Date: 12<sup>th</sup> Oct-2023

To

Kishtwar Transmission Limited  
DLF Cyber Park Tower-B, 9th Floor,  
Udyog Vihar Phase-III,  
Sector-20, Gurugram 122008,

Subject: Development of Transmission Line (TL) of 220kV D/C from Kankroli (PG) Substation to HZL Dariiba premises along with two bays at Kankroli (PG) S/s

Ref: i. SR14PL letter no SRIPL4/23/08/01 dated 31st August 2023  
ii. Our letter No HZL/RE/RTC/02/2023-24 dated- 21st Sept-2023  
iii. KTL Letter No Ref: KTL/23/10/01 Dated: 3<sup>rd</sup> Oct-2023

Dear Sir

With reference to your letter at [iii] above and our discussion, this is to reiterate and clarify that KTL should commence immediate construction of 220 KV D/c line from HZL Switchyard to Kankroli (PG) S/s along with two bays at Kankroli (PG) S/s ("Transmission Project"). The filing of transmission license petition before CERC should be taken in earnest with a prayer for early grant of license. We are looking forward to construction of transmission project and commencement of supply latest by March 2024 (preferably earlier).

Regards,

**Sandeep Modi**

**Sandeep Modi**  
Chief Financial Officer  
Hindustan Zinc Limited

**Arun Misra**

**Arun Misra**  
Chief Executive Officer  
Hindustan Zinc Limited



# केन्द्रीय विद्युत विनियामक आयोग CENTRAL ELECTRICITY REGULATORY COMMISSION



तीसरा एवं चौथा तल, चंद्रलोक बिल्डिंग, 36 जनपथ, नई दिल्ली-110001  
3rd & 4th Floor, Chanderlok Building, 36 Janpath, New Delhi-110001

## TRANSMISSION LICENCE

The Central Electricity Regulatory Commission (hereinafter referred to as "Commission"), in exercise of the powers conferred under Section 14 of the Electricity Act, 2003 (36 of 2003) (hereinafter referred to as "Act" ), hereby grants the licence to Kishtwar Transmission Limited, having its registered office at F-1, The Mira Corporate Suites, 1&2 Ishwar Nagar, Okhla Crossing, Mathura Road, New Delhi-110065 (hereinafter referred to as "licensee") to establish "Transmission System for evacuation of power from Pakaldul HEP in Chenab valley HEPS-Connectivity System" on Build, Own, Operate and Maintain (BOOM) basis, more specifically described in the schedule attached to this licence, which shall be read as a part and parcel of this licence, subject to the Act, the rules and conditions specified under the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission Licence and other related matters) Regulations, 2009 which shall be read as part and parcel of this licence.

2. The conditions such as but not limited to, completion schedule, transfer value, liquidated damages, Project Implementation Guarantee Deposit, escalation due to domestic inflation, which are specified in bid documents and provisions in the Agreements, shall be treated as part of this licence, unless these provisions are contrary to the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission Licence and other related matters) Regulations, 2009.
3. This licence is not transferable, except as provided in the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission Licence and other related matters) Regulations, 2009.
4. The grant of licence to the licensee shall not in any way or manner restrict the right of the Commission to grant a licence to any other person within the same area for the transmission system other than the project described in the schedule attached to this licence. The licensee shall not claim any exclusivity.
5. The licence shall, unless revoked earlier, continue to be in force for a period of 25 (twenty five) years from the date of issue.

Copy of the licence endorsed to :-

- (1) Ministry of Power, Government of India
- (2) Central Electricity Authority
- (3) Central Transmission Utility of India Limited

Place: New Delhi  
Date : 12th May, 2023

(Harpreet Singh Pruthi)  
Secretary

(Harpreet Singh Pruthi)  
Secretary

# SCHEDULE

## Project Related Details:

The project comprises of the following elements of the inter-State Transmission System:

S.No.	Name of Transmission Element	Scheduled COD in months from Effective Date
1.	Establishment of 400/132 kV pooling station at Kishtwar (GIS) along with Bus Reactor at Kishtwar pooling station by LILO of one circuit of Kishenpur-Dulhasti 400 kV D/C (Quad) line (Single Circuit Strung) (i.) 400 kV pooling station with 420 kV, 41.67 MVAR, I-Phase Bus Reactor-4 nos. (including one spare unit) (ii) Reactor Bay - 1 no. <b>Future Scope: Space for</b> (I) 765/400 kV ICT along with bays - 3 nos. (ii) 400/220 kV ICT along with bays - 2 nos. (iii) 400/132 kV ICT along with bays - 2 nos. (iv) 765 kV line bays along with switchable line reactor - 6 nos. (v) 400 kV Line bays - 8 nos. (vi) 220 kV Line bays - 4 nos. (vii) 132 kV Line bays - 2 nos. (viii) 765 kV Reactor along with bays - 1 nos. (ix) 400 kV Reactor along with bays - 1 nos.	Matching timeframe of Pakaldul HEP i.e. 1.4.2025
2.	LILO of one circuit of Kishenpur-Dulhasti 400 kV D/c (Quad) line at Kishtwar	
3.	2 Nos. of 400 kV bays at Kishtwar (GIS) for LILO of one circuit of Kishenpur-Dulhasti 400 kV D/c (Quad) line 400 kV line bays - 2 nos.	
4.	1 Nos. of 400 kV line bay at Kishtwar (GIS) for 2nd circuit stringing of Kishtwar-Kishenpur section 400 kV line bay - 1 No.	
5.	7x66.67 MVA, I-Phase 400/132 kV ICT along with associated bays at Kishtwar Pooling station i 66.67 MVA, I-Phase 400/132 kV ICT- 7 nos. (including one spare unit) ii 400 kV ICT bays - 2 nos. iii 132 kV ICT bays - 2 nos. iv 132 kV Bus Coupler bay - 1 no.#	Matching timeframe of Kishtwar pooling Station
6.	4 nos. of 132 kV bays 132 kV line bays (GIS) - 4 nos.	

# To fulfil the requirement of bus switching scheme.

**Note:**

**I. Implementation Timeframe:**

Sl. No. 1-4: to be implemented in matching timeframe of Pakaldul HEP i.e 1.4.2025

Sl. No. 5-6: to be implemented in matching timeframe of Kishtwar pooling Station."

**Licence No. 88/ Transmission /2023/CERC**

**Authority: Orders of the Commission dated 20.3.2023 and 12.5.2023 in Petition No. 28/TL/2023.**

  
(Harpreet Singh Pruthi)  
Secretary





# केन्द्रीय विद्युत विनियामक आयोग CENTRAL ELECTRICITY REGULATORY COMMISSION

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तीसरा एवं चौथा तल, चंद्रलोक बिल्डिंग, 36 जनपथ, नई दिल्ली-110001  
3rd & 4th Floor, Chanderlok Building, 36 Janpath, New Delhi-110001

## पारेषण अनुज्ञप्ति

केन्द्रीय विद्युत विनियामक आयोग (जिसे इसके पश्चात् 'आयोग' कहा गया है), विद्युत अधिनियम, 2003 (2003 का 36) (जिसे इसके पश्चात् 'अधिनियम' कहा गया है) की धारा 14 के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए, इस अनुज्ञप्ति से संलग्न अनुसूची में विशेष रूप से वर्णित, निर्माण, स्वामित्व, प्रचालन एवं अनुरक्षण (बूम) के आधार पर "चिनाब वैली एचईपीएस-संयोजकता प्रणाली में पाकलदुल एचईपी से विद्युत की निकासी के लिए पारेषण प्रणाली" को स्थापित करने के लिए जो इस अनुज्ञप्ति के भाग रूप माने जाएंगे, किशतवार ट्रांसमिशन लिमिटेड, जिसका रजिस्ट्रीकृत कार्यालय एफ-1, द मीरा कॉर्पोरेट स्यूट्स, 1 और 2 ईश्वर नगर, ओखला क्रॉसिंग, मथुरा रोड, नई दिल्ली-110065 में है (जिसे इसके पश्चात् 'अनुज्ञप्तिधारी' कहा गया है), अधिनियम तथा नियमों तथा केन्द्रीय विद्युत विनियामक आयोग (पारेषण अनुज्ञप्ति प्रदान करने तथा अन्य सहबद्ध विषयों के लिए प्रक्रिया, निबंधन एवं शर्तें) विनियम, 2009 के अधीन विनिर्दिष्ट निबंधन तथा शर्तों, जो इस अनुज्ञप्ति के भाग रूप माने जाएंगे, के अधीन रहते हुए, पारेषण अनुज्ञप्ति प्रदान करता है।

2. ऐसी शर्तें, जो समापन अनुसूची, अंतरण मूल्य, परिनिर्धारित नुकसानी, परियोजना कार्यान्वयन गारंटीकृत निक्षेप, स्वदेशी मुद्रास्फीति के कारण वृद्धि, जो बोली दस्तावेजों में विनिर्दिष्ट हैं तथा करार के उपबंध हैं, जो सीमित नहीं हैं, इस अनुज्ञप्ति का भाग रूप तब तक समझे जाएंगे, जब तक कि ये उपबंध केन्द्रीय विद्युत विनियामक आयोग (पारेषण अनुज्ञप्ति प्रदान करने तथा अन्य सहबद्ध विषयों के लिए प्रक्रिया, निबंधन तथा शर्तें) विनियम, 2009 के प्रतिकूल न हों।
3. केन्द्रीय विद्युत विनियामक आयोग (पारेषण अनुज्ञप्ति प्रदान करने तथा अन्य सहबद्ध विषयों के लिए प्रक्रिया, निबंधन तथा शर्तें) विनियम, 2009 में अन्यथा उपबंधित के सिवाय, यह अनुज्ञप्ति अंतरणीय नहीं है।
4. अनुज्ञप्तिधारी को अनुज्ञप्ति प्रदान किए जाने से किसी अन्य ऐसे व्यक्ति का इस अनुज्ञप्ति से संलग्न अनुसूची में वर्णित परियोजना से भिन्न पारेषण प्रणाली के लिए उसी क्षेत्र में अनुज्ञप्ति प्रदान करने के लिए आयोग का अधिकार किसी रूप या रीति से निर्बंधित नहीं होगा। अनुज्ञप्तिधारी अनन्य रूप से कोई भी दावा नहीं करेगा।
5. अनुज्ञप्ति जब तक पहले प्रतिसंहत नहीं कर ली जाए, इसके जारी होने की तारीख से 25 वर्षों की अवधि के लिए प्रवृत्त रहेगी।

अनुज्ञप्ति की प्रति निम्नलिखित को :

- (1) विद्युत मंत्रालय, भारत सरकार
- (2) केन्द्रीय विद्युत प्रधिकरण
- (3) सेंट्रल ट्रांसमिशन यूटिलिटी ऑफ इंडिया लिमिटेड

स्थान : नई दिल्ली  
तारीख : 12 मई, 2023

(हरप्रीत सिंह प्रुथी)  
सचिव

(हरप्रीत सिंह प्रुथी)  
सचिव

## अनुसूची

**परियोजना से संबंधित ब्यौरे:**

**परियोजना में अंतर-राज्यिक पारेषण प्रणाली के निम्नलिखित तत्व सम्मिलित हैं:**

क्रम सं.	पारेषण घटक का नाम	प्रभावी तारीख से माह में अनुसूचित सीओडी
1.	किशनपुर-दुलहस्ती 400 केवी डी/सी (क्वेड) लाइन (सिंगल सर्किट स्ट्रिंग) के एक सर्किट के लीलो द्वारा किश्तवार पूलिंग स्टेशन में बस रिएक्टर सहित किश्तवार (जीआईएस) में 400/132 केवी पूलिंग स्टेशन की स्थापना (i) 420 केवी, 41.67 एमवीएआर, I-फेज बस रिएक्टर के साथ 400 केवी पूलिंग स्टेशन-4 नंबर (एक स्पेयर यूनिट के साथ) (ii) रिएक्टर बे - 1 नंबर भावी स्कोप: के लिए स्पेस (i) 765/400 केवी आईसीटी बेज सहित - 3 नं. (ii) 400/220 केवी आईसीटी बेज सहित - 2 नं. (iii) 400/132 केवी आईसीटी बेज सहित - 3 नं. (iv) 765 केवी लाइन बेज स्विचेबल लाइन रिएक्टर सहित- 6 नं. (v) 400 केवी लाइन बेज - 8 नं. (vi) 220 केवी लाइन बेज - 4 नं. (vii) 132 केवी लाइन बेज - 2 नं. (viii) 765 केवी रिएक्टर बेज सहित- 1 नं. (ix) 400 केवी रिएक्टर बेज सहित- 1 नं.	पाकलदुल एचईपी के टाइमफ्रेम के अनुरूप अर्थात् 1.4.2025
2.	किश्तवार में किशनपुर-दुलहस्ती 400 केवी डी/सी (क्वेड) लाइन के एक सर्किट का लीलो	
3.	किशनपुर-दुलहस्ती 400 केवी डी/सी (क्वेड) लाइन के एक सर्किट के लीलो के लिए किश्तवार (जीआईएस) में 400 केवी बेज का 2 नं. 400 केवी लाइन बेज - 2 नं.	
4.	किश्तवार-किशनपुर खण्ड 400 केवी लाइन बे नं. 1 के द्वितीय सर्किट स्ट्रिंग के लिए किश्तवार (जीआईएस) में 400 केवी लाइन बे का नं. - 1	
5.	किश्तवार पूलिंग स्टेशन में संबद्ध बेज सहित 7x66.67 एमवीए I-फेज 400/132 केवी आईसीटी (i) 66.67 एमवीए I-फेज 400/132 केवी आईसीटी-7 नं. (एक स्पेयर यूनिट के साथ) (ii) 400 केवी आईसीटी बेज - 2 नं. (ii) 132 केवी आईसीटी बेज - 2 नं. (ii) 132 केवी बस कपलर - 1 नं. #	किश्तवार पूलिंग स्टेशन के टाइमफ्रेम के अनुरूप
6.	132 केवी बेज का - 4 नं. 132 केवी लाइन बेज (जीआईएस) - 4 नं.	

# बस स्विचिंग योजना की अपेक्षा की पूर्ति के लिए नोट :

1. कार्यान्वयन टाइमफ्रेम

क्र. सं. 1-4 पाकलदुल एचईपी के टाइमफ्रेम के अनुरूप कार्यान्वयन किया जाना है अर्थात् 1.4.2025

क्र. सं. 5-8 किश्तवार पूलिंग स्टेशन के टाइमफ्रेम के अनुरूप कार्यान्वयन किया जाना है

**अनुज्ञप्ति सं. 88/पारेषण/2023/केविआ**

**प्राधिकार : आयोग की याचिका सं. 28/टीएल/2023 में तारीख 20.3.2023 तथा 12.5.2023 के आदेश।**

  
**(हरप्रीत सिंह प्रुथी)**  
**सचिव**

DLF Cyber Park Tower-B, 9th Floor, Udyog Vihar Phase-III,  
Sector-20, Gurugram 122008, Haryana India +91 0124 4562 000



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE KISHTWAR TRANSMISSION LIMITED ON DECEMBER 06, 2022.**

**Authority for making petitions to Central Electricity Regulatory Commission (CERC) and to deal on behalf of the Company**

**“RESOLVED FURTHER THAT** Mr. Ajay Charandas Randhawa, Mr. Vivek Goel, Mr. Ankit Bharadwaj, the directors of the Company, and Mr. Balaji Sivan, Authorized Representatives be and are hereby jointly and/ or severally authorized to:

- a. make an application / petition to “Central Electricity Regulatory Commission” (“CERC”) for grant of License and adoption of tariff under Electricity Act 2003 and Tariff Adoption, approval for creation of security and to execute all necessary applications, documents, undertakings in connection therewith and personally appear before CERC or any other related statutory authority as may be required;
- b. file petitions before CERC from time to time on behalf of the Company;
- c. appoint any consultant and lawyers for representing before CERC;
- d. deal with any Long-Term Transmission Customers or any other statutory agency for the purpose of License and Tariff Adoption;
- e. register and operate online account of the Company to be created on CERC Portal for e-filing of petitions; and
- f. do all such acts, deeds, matters and things necessary to give effect to this resolution

For Establishment of 400/132 kV pooling station at Kishtwar (GIS) along with Bus Reactor at Kishtwar pooling station by LIFO of one circuit of Kishenpur – Dulhasti 400kV D/C (Quad) line (Single Circuit Strung) (hereinafter referred to as “**Project**”) for the transmission of electricity to be supplied to the Long Term Transmission Customers awarded to the Company by PFC Consulting Limited, the Bid Process Coordinator, appointed by the Ministry of Power.

**RESOLVED FURTHER THAT** certified true copy of this resolution be issued under the signatures of any one of the Directors of the Company."

**Certified True Copy**  
**For Kishtwar Transmission Limited**

BHARADWAJ ANKIT

[illegible]

**Ankit Bharadwaj**  
**Additional Director**  
**DIN: 09679319**

**Date : 12.12.2022**

### Application Form for Grant of Transmission licence

#### 1. Particulars of the Applicant

- i) Name of the Applicant : Kishtwar Transmission Ltd
- ii) Status : Private Limited Company
- iii) Address : DLF Cyber Park, Tower-B, 9th Floor,  
Udyog Vihar, Phase-III, Sector 20,  
Gurugram – 1220008
- iv) Name, Designation & Address  
of the Contact Person : Balaji Sivan,  
Authorised Signatory of the Applicant  
  
DLF Cyber Park, Tower-B, 9th Floor,  
Udyog Vihar, Phase-III, Sector 20,  
Gurugram – 1220008
- v) Contact Tel. No. : +91- 8527544855
- vi) Fax No. :-
- vii) Email ID : Balaji.sivan@sterlite.com
- viii) Place of Incorporation/Registration : Registrar of Companies, Delhi
- ix) Year of Incorporation/Registration : 2022
- x) Following documents are to be enclosed :
- (a) Certificate of registration
- (b) Original Power of Attorney of the  
signatory to commit the  
Applicant or its promoter

#### 2. Particulars of the Project for which licence is being sought:

##### (a) Transmission Lines:

S. No.	Name (end-points location)	Voltage Class (kV)	Length (Km)	Type (S/C) or D/C)
1	220kV D/C Transmission line from Dariba (HZL Switchyard)- Kankaroli (ISTS)	220kV	23 (approx.)	D/C



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## (b) Sub-stations

S. No.	Name (location)	Voltage Level(s) (kV)	Transformer (Nos. and MVA capacity)	Reactive / capacitive compensation (device with MVAR capacity)	No. of bays
1	Kankroli (ISTS)	220kV			2

## (c) Commissioning schedule.

The target completion date for the Transmission works described at Point 2 above is **01.07.2024.**

## (d) Identified Long-term transmission customers of the Project:

1. Hindustan Zinc Limited

(Agreements or status of discussion on Agreements to be submitted along with application)

## (e) Any other relevant information

-

3. Levelised transmission charges in case of project selected through the transparent process of competitive bidding and estimated completion cost of the project in other cases:

Levelised transmission charges are N.A

*(The levelised transmission charges estimated cost should be indicated in INR, along with the base month and year in case of the estimated cost)*

4. In case applicant has been selected in accordance with the guidelines for competitive bidding, enclose:

(a) Recommendation of selection by the Empowered Committee

(b) Evaluation report made public by the Bid Process Coordinator.

## 5. List of documents enclosed:

**Name of document**

- a) A schematic diagram for the proposed HZL– Kankroli (PG) 220kV D/c line along with associated line bays at both ends
- b) Order dated 12.5.2023 in Petition No. 28/TL/2023
- c) Connectivity Application dated 25.07.2022
- d) Relevant extracts of the 10th meeting of NRPC
- e) Relevant extracts of the CMETS-NR 11th and the 12th meetings
- f) Relevant extracts of the 14th CMETS-NR meeting of NRPC
- g) Certificate of Incorporation of KTL dated 15.04.2022
- h) Memorandum of Association and Articles of Association of KTL
- i) Board Resolution passed by the Applicant company authorising the Authorised Representative to inter alia file deal on behalf of the Applicant in respect of the Project.

  
(Signature of Applicant or  
the person Authorised)



Dated : 17.10.2023

Place: New Delhi

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY  
COMMISSION, NEW DELHI**

**PETITION NO.                      /TL/2023**

**IN THE MATTER OF:**

Kishtwar Transmission Limited

... Petitioner

**VERSUS**

Central Transmission Utility Limited & Ors.

...Respondent

**VAKALATNAMA**

I, Balaji Sivan, am the authorized signatory in Kishtwar Transmission Limited, the Petitioner in the above Petition do hereby appoint and retain Mr. Jafar Alam, Mr. Deep Rao, Mr. Ashwin Ramanathan, Mr. Arjun Agarwal, Ms. Harneet Kaur and Ms. Ankita Kamath to appear, plead and act for me/us in the above petition/application and to conduct and prosecute all proceedings that may be taken in respect thereof and applications for return of documents, enter into compromise and to draw any moneys payable to me/us in the said proceeding.

Place: New Delhi

Date: 17.08.2023

Executed in my presence.

Signature of the Party

"Accepted"

(Name and Designation)

(Address for service on the Counsel for  
Petitioner)

1st Floor, Wing A&B,  
Prius Platinum,  
D-3, District Centre,  
Saket, New Delhi, 110017  
Phone No. +91 11 41639393  
+91 9818988645



*Ankita*  
KAR/4453/2022

*Arjun*  
D/1368/2014

*Arjun*  
D/1642/2018