BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION,
AT NEW DELHI
PETITION NO._____/TL/2023

IN THE MATTER OF:

Application under Sections 14, 15, 79(1)(e) of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 seeking Transmission License for Gurgaon Palwal Transmission Limited for the Transmission Project to be constructed through regulated tariff mechanism (RTM).

Gurgaon Palwal Transmission Limited …Applicant

Versus

Central Transmission Utility
of India Ltd. and others …Respondents

Petition for

Grant of Transmission License

For

Augmentation work implemented by Gurgaon Palwal Transmission Limited for the Transmission System to be constructed through regulated tariff mechanism (RTM)

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

DIARY NO.
PETITION NO. /TL/2023

IN THE MATTER OF

Gurgaon Palwal Transmission Limited

...APPLICANT

VERSUS

Central Transmission Utility of India Ltd. & Ors. **...RESPONDENTS**

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Gurgaon Palwal Transmission Limited

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APPLICANT/ Gurgaon Palwal Transmission Limited

Place: Noida, U.P.

Date: 31.08.2023

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

PETITION NO. /TL/2023

IN THE MATTER OF:

Application is filed under Sections 14, 15, 79(1)(e) of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 seeking Transmission License for Gurgaon Palwal Transmission Limited for the Transmission Project to be constructed through regulated tariff mechanism (RTM).

Gurgaon Palwal Transmission Limited

...APPLICANT

VERSUS

Central Transmission Utility
of India Ltd.& Ors.

....RESPONDENT(s)

To,
The Secretary,
Central Electricity Regulatory Commission
New Delhi-11001

Dear Sir,

The Application is filed under Sections 14, 15, 79(1)(e) of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 seeking Transmission License for Gurgaon Palwal Transmission Limited for the Transmission Project to be constructed through regulated tariff mechanism (RTM).

Three copies (1 original + 2 copies) of this application for above matter have been enclosed and e-filing has been done on CERC website. As per the public notice issued on 28.08.2010 by this Hon'ble Commission, an amount of Rs. 100000/- (Rupees one lakhs only) and in accordance with the Regulation 12(2), Payment of Fees Regulation, 2012, Form-I duly filled in against the application is also enclosed herewith.

Filed by
Gurgaon Palwal Transmission Limited

Lokendra Singh Rathawat
Authorized Signatory

Place: Noida

Date : 31.08.2023

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

PETITION NO. ___/TL/2023

MEMO OF PARTIES

AND IN THE MATTER OF

Gurgaon Palwal Transmission Limited
Windsor, 1st Floor, Unit no. 101, Kalina,
Santacruz East, Mumbai, Maharashtra 400098

...APPLICANT

VERSUS

Central Transmission Utility of India Ltd.
CTU-Planning (1st Floor-A Wing), Saudamini,
Plot No. – 2, Sector- 29,
Near IFFCO Chowk Metro Station,
Gurgaon-122 001 **...RESPONDENT NO. 1**

U.P.Power Corporation Limited,
Shakti Bhawan, 14, Ashok Marg,
Lucknow-226 001 **...RESPONDENT NO. 2**

UTC Chandigarh,
Chandigarh Secretariat,
Sector 9, Chandigarh, 160 009 **...RESPONDENT NO. 3**

BSES Yamuna Power Ltd.
2nd Floor,B Block, Shakti Kiran Building,
Near Karkardooma Court,
New Delhi-110032 **...RESPONDENT NO. 4**

BSES Rajdhani Power Ltd.
BSES Bhawan, 2nd Floor, B-Block,
Nehru Place, New Delhi-110019 **...RESPONDENT NO. 5**

TATA Power Delhi Distribution Ltd.
33 kV S/Stn. Building, Hudson Lane,
Kingsway Camp, New Delhi-110019 **...RESPONDENT NO. 6**

New Delhi Municipal Council
Palika Kendra, Sansad Marg,
New Delhi-110001 **...RESPONDENT NO. 7**

Himachal Pradesh State Electricity Board Ltd.
Vidyut Bhawan, Shimla-171004 **...RESPONDENT NO. 8**

Haryana Power Purchase Centre
2nd Floor, Shakti Bhawan, Sector 06,
Panchkula-134109 **...RESPONDENT NO. 9**

Power Development Department,
Govt. of Jammu & Kashmir Civil Sect.,
Jammu-180001 New Delhi-110019 **...RESPONDENT NO. 10**

Punjab State Power Corporation Ltd.
The Mall, Patiala-147001 **...RESPONDENT NO. 11**

Ajmer Vidyut Vitran Nigam Ltd.
Old Power House, Hathi Bhatta,
Jaipur Road, Ajmer **...RESPONDENT NO. 12**

Jodhpur Vidyut Vitran Nigam Ltd.
New Power House Industrial Area,
Jodhpur-342003 **...RESPONDENT NO. 13**

Jaipur Vidyut Vitran Nigam Ltd.
Vidyut Bhawan, Janpath, Jyoti Nagar,
Jyoti Marg, Jaipur-302005 **...RESPONDENT NO. 14**

Uttarakhand Power Corporation Ltd.
Urja Bhawan, Kanwali Road,
Dehradun-248001 **...RESPONDENT NO. 15**

Lokendra Singh

Gurgaon Palwal Transmission Limited

APPLICANT/ Gurgaon Palwal Transmission Limited

Place: Noida

Date: 31.08.2023

BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION, AT NEW DELHI
PETITION NO._____/TL/2023

IN THE MATTER OF:
Gurgaon Palwal Transmission Ltd. …Applicant

Versus

Central Transmission Utility
of India Ltd. & Ors. …Respondents

AFFIDAVIT

I, Lokendra Singh Ranawat, Son of Shri B.S. Ranawat, aged about 39 years, being the authorized representative of Gurgaon Palwal Transmission Ltd., Applicant herein, having my office at Windsor, 1st Floor, Unit no. 101, Kalina, Santacruz East, Mumbai, Maharashtra 400098, presently at Noida, U.P., do hereby solemnly affirm and state as under:

1. That I am the authorized signatory of the Applicant and as such I am fully conversant with the facts and circumstances of the present case and therefore authorised and competent on behalf of the Applicant to swear and affirm this affidavit.
2. I state that I have read and understood the contents of the accompanying Application and the same has been drafted under my instructions and after carefully going through the same, I state that the same are true and correct to the best of my knowledge or belief and it is stated that no part of it is false and nothing material has been concealed there from.
3. I state that the annexures annexed to the accompanying Application, if any, are true copies of their respective originals.

DEPONENT

VERIFICATION

I, the deponent above named do hereby verify that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed there from.

Verified at Noida, Uttar Pradesh on 31st day of August , 2023.

DEPONENT

ATTESTED
ANJANA SHUKLA
Advocate Notary
Distt. Gautam Budh Nagar
31 AUG 2023

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

PETITION NO. __/TL/2023

IN THE MATTER OF

Application under Sections 14, 15, 79(1)(e) of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 seeking Transmission License for Gurgaon Palwal Transmission Limited for the Transmission Project to be constructed through regulated tariff mechanism (RTM).

AND IN THE MATTER OF

Gurgaon Palwal Transmission Limited

...Applicant

VERSUS

Central Transmission Utility of India Ltd. & Ors.

...Respondents

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

MOST RESPECTFULLY SHOWETH

A. INTRODUCTION

1. The Applicant, Gurgaon Palwal Transmission Limited ("***GPTL***"/ "***Applicant***") has approached this Hon'ble Commission by way of the present Petition filed under Sections 14, 15 and 79 (1) (e) of the Electricity Act, 2003 (hereinafter "***Electricity Act***") read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions

for Grant of Transmission License and other related matters) Regulations, 2009 (hereinafter referred to as "***CERC Transmission Licence Regulations***") for grant of Transmission Licence in order to implement the transmission project *viz.* "*Establishment of 220 kV line bays (GIS) at 400/220 kV Prithla (GPTL) S/s*" (hereinafter "***Transmission System***") *under Regulated Tariff Mechanism ("**RTM**").*

2. It is submitted that Central Transmission Utility of India Ltd., i.e., Respondent No. 1 ("***CTUIL***"/ "***Respondent No. 1***") vide its Office Memorandum dated 24.06.2022 and its subsequent amendment dated 07.08.2023 has awarded the Transmission System to the Applicant to be implemented under RTM route in terms of Ministry of Power's ("***MoP***") Office Order dated 28.10.2021. As per MoP's Office Order dated 28.10.2021, CTUIL has been empowered to approve inter-State Transmission Systems along with their mode of implementation, which cost less than or equal to Rs. 100 Crores. A copy of the CTUIL's OMs dated 24.06.2022 and 07.08.2023 are annexed hereto and marked as **Annexure P-1 (Colly).** A copy of MoP's Office Order dated 28.10.2021 is annexed hereto and marked as **Annexure P-2.**

3. As per CTUIL's OM dated 07.08.2023, following is the scope of work of the Transmission System awarded to the Applicant:

"**Establishment of 220kV line bays (GIS) at 400/220kV Prithla S/s**

Gurgaon-Palwal Transmission Limited

Sl. No.	Scope of Transmission Scheme	Item Description	Implementation timeframe
1.	2 no. of 220 kV GIS line bays along with 220 kV Cable for line bay interconnection at Prithla S/s GPTL	• 220kV line bays (GIS)- 2 nos. • 220kV Cable for line bay interconnection- 1 Lot	31.03.2025
		Total Estimated Cost:	**₹ 19.49 Crore**

BACKGROUND FACTS

4. It is submitted that the Applicant herein holds a transmission license [i.e., license No. 43/Transmission/2016/CERC] dated 29.09.2016 granted by this Hon'ble Commission in Petition No. 122/TL/2016. The said license has been granted to the Applicant to undertake the business of establishing and operation of the transmission system for **"Creation of new 400 kV GIS sub-Station in Gurgaon and Palwal area as a part of ISIS"** on Build, Own, Operate and Maintain (BOOM) basis, comprising the following elements, through Tariff Based Competitive Bidding Process:

S. No.	Transmission system associated with "Creation of new 400 kV GIS Substations in Gurgaon and Palwal area as a part of ISTS"
1.	Aligarh-Prithla 400kV D/C HTLS Line
2.	Prithla-Kadarpur 400kV D/C HTLS Line
3.	Kadarpur-Sohna Road 400kV D/C HTLS Line
4.	LILO of Gurgaon-Manesar 400kV D/C Quad line at Sohna Road S/S
5.	Neemrana (PG)-Dhanonda (HVPNL) 400kV D/C HTLS Line
6.	Creation of 400/220 KV, 2 x 500 MVA GIS sub-station at Kadarpur in Gurgaon area along with 1 No. of 125 MVAR Bus Reactor

Lokendra Singh

Gurgaon Palwal Transmission Limited

S. No.	Transmission system associated with "Creation of new 400 kV GIS Substations in Gurgaon and Palwal area as a part of ISTS"
	400 kV Bay Requirements: Line Bays: 4 Nos. ICT Bays: 2 Nos. Bus Reactor Bays: 1 No. Bus Reactor (125 MVAR): 1 No. **220 kV Bay Requirement**: Line Bays: 8 Nos. ICT Bays: 2 Nos. **Provision for Future Expansion**: i) 2 X 500 MVA 400/220 kV ICTs ii) 4 Nos. of 400 kV Line Bays iii) 2 Nos. of ICT Bays at 400 kV side iv) 8 Nos. of 220 kV Line Bays v) 2 Nos. of ICT Bays at 220 kV side
7.	Creation of 400/220 kV, 2 x 500 MVA GIS sub-station at Sohna Road in Gurgaon area along with 1 no. of 125 MVAR Bus Reactor **400 kV Bay Requirements**: Line Bays: 6 Nos. ICT Bays: 2 Nos. Bus Reactor Bays: 1 No. Bus Reactor (125 MVAR): 1 No. **220 kV Bay Requirement**: Line Bays: 8 Nos. ICT Bays: 2 Nos. **Provision for Future Expansion**: i) 2 X 500 MVA 400/220 kV ICTs ii) 4 Nos. of 400 kV Line Bays iii) 2 Nos. of ICT Bays at 400 kV side iv) 8 Nos. of 220 kV Line Bays v) 2 Nos. of ICT Bays at 220 kV side
8.	Creation of 400/220 kV **2x500 MVA GIS sub-station at Prithala** in Palwal area along with 1 No. of 125 MVAR Bus Reactor. **400 kV Bay Requirements**: Line Bays: 4 Nos. ICT Bays: 2 Nos. Bus Reactor Bays: 1 No. Bus Reactor (125 MVAR): 1 No. **220 kV Bay Requirement**: Line Bays: 8 Nos. ICT Bays: 2 Nos. **Provision for Future Expansion**:

Lokendra Singh

Gurgaon-Palwal Transmission Limited

S. No.	Transmission system associated with "Creation of new 400 kV GIS Substations in Gurgaon and Palwal area as a part of ISTS"
	i) 2 X 500 MVA 400/220 kV ICTs ii) 4 Nos. of 400 kV Line Bays iii) 2 Nos. of ICT Bays at 400 kV side iv) 8 Nos. of 220 kV Line Bays v) 2 Nos. of ICT Bays at 220 kV side
9.	2 Nos. of 400 KV line bays at 400 kV Dhanonda (HVPNL) substation

[hereinafter referred to as "***TBCB Project***"]. A copy of the license dated 14.07.2014 granted for the TBCB Project is annexed hereto and marked as **Annexure P-3.**

5. It is submitted that for the implementation of the aforesaid TBCB Project, the Applicant has entered into a Transmission Service Agreement dated 04.03.2016 with its Long-Term Transmission Customers ("***LTTCs***") i.e. Respondent Nos. 2 to 15 herein. Copy of the TSA dated 04.03.2016 is annexed hereto and marked as **Annexure P-4.**

6. On 28.10.2021, MoP vide its Office Order No. 15/3/2018-Trans-Pt(5) re-constituted the National Committee on Transmission ("***NCT***"). Relevant Terms of Reference (ToR) of the NTC as detailed in the Office Order dated 28.10.2021 are extracted hereunder:

> *"2. Terms of Reference (ToR) of the NCT are as under:*
>
> *i. The NCT shall evaluate the functioning of the National Grid on a quarterly basis.*
>
> *ii. The Central Transmission Utility (CTU), as mandated under the Electricity Act, 2003, is to carry out periodic assessment of transmission*

Lokendra Singh

Gurgaon-Palwal Transmission Limited

requirement under Inter-State Transmission System (ISTS). The CTU shall also make a comprehensive presentation before the NCT every quarter for ensuring development of an efficient, co-ordinated and economical ISTS for smooth flow of electricity. The CTU, in the process, may also take inputs from the markets to identify constraints and congestion in the transmission system.

[...]

viii The NCT shall recommend to Ministry of Power (MoP) for implementation of the ISTS for projects with cost more than Rs 500 crore, along with their mode of implementation i.e. Tariff Based Competitive Bidding (TBCB) / Regulated Tariff Mechanism (RTM), as per the existing Tariff Policy. However, the NCT shall approve the ISTS costing between Rs 100 crore to Rs.500 crore or such limit as prescribed by MoP from time to time, along with their mode of implementation under intimation to MoP. The ISTS costing less than or equal to Rs. 100 crores, or such limit as prescribed by MoP from time to time, will be approved by the CTU along with their mode of implementation under intimation to the NCT and MoP. After approval of the ISTS by the NCT or the CTU (as the case may be), the TBCB project shall be allocated to Bid Process Coordinators through Gazette Notification, while the RTM project shall be allocated to CTU."

7. In pursuance of the aforesaid Office Order, CTU issued an Office Memorandum bearing ref. no. C/CTU/AI/00/6thCCTP dated 24.06.2022 and approved the implementation of *inter alia* the present

Transmission System to be done by the Applicant under RTM. Relevant extracts of the OM are extracted hereunder:

"***OFFICE MEMORANDUM***

Sub: Inter-State Transmission Schemes (costing up to Rs. 100 Cr.) to be taken up for implementation under Regulated Tariff Mechanism (RTM).

The undersigned is directed to inform that CTU has approved the implementation of the following ISTS costing less than or equal to Rs. 100 Cr. In line with the MoP office order dated 28.10.2021 under Regulated Tariff Mechanism (RTM) mode by the implementing agencies as indicated in table below:

Sl.	***Name of scheme***	***Implementing Agency***
[...]		
Northern Region		
2.	*Requirement of 220 kV line bays (GIS) at 400/220 kV Prithla (GPTL) S/s.*	*Gurgaon Palwal Transmission Ltd. (GPTL) [a subsidiary of INDIGRID]*

...

The detailed scope of works for the above transmission schemes, as approved by CTU is given at Annexure-I.

Implementing agencies shall enter into a concession agreement with CTU for the implementation of the above-mentioned schemes through the Regulated Tariff Mechanism (RTM).

This issues with the approval of Competitive Authority.

[...]

Annexure-I

[...]

Northern Region:

2. Requirement of 220 kV line bays (GIS) at 400/220kV Prithla (GPTL) S/s.:

Sl. No.	***Scope of Transmission Scheme***	***Capacity/km***	***Implementation timeframe***

Gurgaon-Palwal Transmission Limited

1.	2 no. of 220 kV line bays (GIS) at 400/220 kV Prithla (GPTL) S/s	220 kV line bays (GIS)- 2 nos.	31.03.2024
		Total Estimated Cost:	**INR 12.22 Crore**

8. Thereafter on 07.08.2023 CTU issued an amendment (bearing reference no. C/CTU/AI/00/14th CCTP) to the OM dated 24.06.2022, amending the scope of work, implementation timeframe as well as estimated cost of the transmission system awarded to GPTL as under:

> ***"Sub: Inter-State Transmission Schemes (costing up to Rs. 100 Cr.) to be taken up for implementation under Regulated Tariff Mechanism (RTM)- Modification in the scope of works of "Requirement of 220 kV line bays (GIS) at 400/220 kV Prithla (GPTL) S/s" project allotted vide CTUIL OM Ref. No. C/CTU/AI/00/6th CCTP dated 24.06.2022.***
>
> *This is with reference to Office Memorandum Ref. No. C/CTU/AI/00/6th CCTP dated 24.06.2022 vide which CTU has approved the implementation of transmission scheme "Requirement of 220 kV line bays (GIS) at 400/220 kV Prithla (GPTL) S/s" under the Regulated Tariff Mechanism (RTM) mode through Gurgaon Palwal Transmission Ltd. (GPTL) (a subsidiary of India Grid Trust). In this regard, the modified scope of works of the subject transmission scheme is as below:*

Sl. No.	***Scope of Transmission Scheme***	***Item Description***	***Implementation timeframe***
1.	2 no. of 220 kV GIS line bays along with 220 kV Cable for line bay interconnection at Prithla S/s GPTL	• 220kV line bays (GIS)- 2 nos. • 220kV Cable for line bay interconnection- 1 Lot	31.03.2025
		Total Estimated Cost:	**₹ 19.49 Crore**

> *The above transmission scheme is awarded to the Implementing Agency i.e., Gurgaon Palwal Transmission Ltd.*

(GPTL) (a subsidiary of India Grid Trust) for its implementation under RTM mode. The Implementing Agency shall enter into a concession agreement with CTU for the implementation of the above-mentioned transmission schemes through Regulated Tariff Mechanism (RTM).

This letter shall form an integral part of Office Memorandum Ref. No. C/CTU/AI/00/6th CCTP dated 24.06.2022 issued by CTU.

This issues with the approval of Competitive Authority."

9. It is submitted that in the aforementioned estimated cost provided by CTUIL the cost components towards Incidental Expenditure During Construction (IEDC), Interest During Construction (IDC) and any other contingency provisions have not been shown separately. As CTUIL has not provided any detailed cost break-up for this scope of work awarded, the Applicant craves leave to submit the "Completed Cost" for the above scope including the cost components towards IEDC and IDC and any other contingency as a part of petition to be filed for Determination of Tariff, in line with the provisions of the CERC (Terms and Condition of Tariff), Regulations applicable at that time. The final completion cost of the Transmission System shall be based on the actual capex incurred by the project developer by employing prudent utility practices including competitive bidding process for procurements. The same shall be subject to prudence check by this Hon'ble Commission at the time of tariff determination.

10. It is submitted that in terms of the aforementioned decision of CTU to award the Transmission System to the Applicant to be implemented

under RTM, the Applicant is taking steps to implement the said Transmission System. For this purpose, the Applicant will sign a Concession Agreement with CTU. It is submitted that at present the details of the Concession Agreement and the timeline for executing the same is awaited from CTU. The Applicant craves leave to submit the signed Concession Agreement before this Hon'ble Commission as and when the same is executed.

11. It is submitted that the said Transmission System has been granted to the Applicant (i.e., GPTL) which was incorporated as an SPV by PFC Consulting Ltd. on 26.10.2015 for the purposes of implementation of the "**Creation of new 400 kV GIS sub-Station in Gurgaon and Palwal area as a part of ISIS** " under TBCB mechanism. Copies of Applicant's Certificate of Incorporation is annexed hereto and marked as **Annexure P-5.**

A copy of the Certificate dated 08.07.2021 evincing change in State of registered dress is annexed hereto and marked as **Annexure P-6.**

Copy of the Memorandum of Association of the Applicant is annexed herewith and marked as **Annexure P-7**. A copy of the Articles of Association of the Applicant is annexed herewith and marked as **Annexure P-8.**

12. It is submitted that the Applicant is already a Transmission Licensee in terms of the Electricity Act and is currently operating the Prithla

Gurgaon Palwal Transmission Limited

400/220 kV Substation, implementation of which was awarded through TBCB route. However, since additional augmentation work has been awarded to the Applicant by CTU as part of the Transmission System to be implemented through RTM, the Applicant is approaching this Hon'ble Commission for a separate license to implement the Transmission System awarded by CTU under RTM. In order to show the new scope that has been awarded under RTM project as well as a the existing TBCB scope, a single line diagram of the existing scope and the layout of the Prithla Substation with the augmentation scope to be executed under the RTM has been attached herewith and marked as **Annexure P-9 (Colly)**.

13. In view of the above, based on the approval received from CTUIL for implementation of the Transmission Scheme (i.e., augmentation work under RTM), the Board of Applicant Company approved the implementation of augmentation work through resolution passed on 16.08.2023. Power of Attorney authorising the signatory to commit has also been passed through this board resolution. A copy of Board Resolution dated 16.08.2023 enclosed herewith and marked as **Annexure P-10**.

14. It is submitted that the above approach of the Applicant is consistent with the directions of this Hon'ble Commission in the Order dated 21.10.2021 in Petition No. 604/MP/2020 [*NRSS XXXI (A) Transmission Limited, (now known as Powergrid Kala Amb Transmission Limited) vs.*

UPPCL & Ors.] wherein this Hon'ble Commission had directed the transmission license applicant (who already held a transmission license for a TBCB transmission project) to apply for a separate license for its transmission project being implemented through RTM. Relevant findings and directions of this Hon'ble Commission are extracted hereunder:-

> *"22. As we have already observed, the provisions of the Act do not put any restriction for issuing a second licence to a person, in case it fulfils all necessary requirements specified in the Act and Transmission Licence Regulations. During the course of hearing, the representative of the Applicant has fairly admitted that the Applicant as such has no objection if the Commission considers to issue a separate licence for RTM based assets/ elements instead of amending the existing licence issued to the Petitioner to include such RTM based assets/ elements. The learned counsel appearing on behalf of CTUIL also submitted during the hearing that the Commission may take a considered view in the subject matter as more such situations are likely to come up in the near future.*
>
> *[...]*
>
> ***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."*

15. It is submitted that Section 14 of the Electricity 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 Electricity Act to include any company or body corporate or association or body of individuals, whether incorporated or not, artificial or juridical person. Therefore, the Applicant in terms of Sections 14, 15 & 79 (1) (e) of the Electricity Act is filing the present Petition/Application seeking grant of Transmission Licence for the Transmission System explained above.

16. Further, it is submitted that Section 15(1) of the Electricity 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. Having regard to the provisions of the parent Act, this Hon'ble Commission has enacted the CERC Transmission Licence Regulations. This Hon'ble Commission in the said CERC Transmission Licence Regulations has prescribed the form of Application and also the amount of fee for making an application for grant of Transmission Licence. Accordingly, the Applicant is submitting the present Application in such prescribed format along with the fees as per Regulation 7(1) of the said Regulations.

    A copy of duly filled **Form-I** is enclosed herewith and marked as **Annexure P-11**.

17. It is submitted that the grant of transmission license is a pre-condition under Section 12 of the Electricity Act, and the Applicant cannot

Gurgaon Palwal Transmission Limited

proceed with the establishment of the Transmission System unless the same is granted to the Applicant.

18. It is submitted that a copy of the Application for grant of Transmission Licence is being forwarded to each of the Respondents in terms of Regulation 7(4) of CERC Transmission Licence Regulations.

19. It is further submitted that the Applicant is simultaneously submitting/furnishing a copy of the instant Application to Central Transmission Utility, as required under Section 15 (3) of the Electricity Act and Regulation 7(6) of CERC Transmission Licence Regulations, 2009 seeking appropriate recommendations, if any, in accordance with Section 15 (4) of the Act. In addition, CTUIL is also a party Respondent in the present petition.

20. The present Application/ petition for grant of Transmission Licence is being posted/hosted on its website: https://www.indigrid.co.in/documents-manager/ as per Regulation 7(5) of CERC Transmission Licence Regulations so as to facilitate the access of the Application by any person through internet.

21. The Applicant further craves leave of this Hon'ble Commission to submit relevant information/ documents as and when required to comply with the obligations under the provisions of law.

22. The Applicant undertakes to comply with all the other requirements as provided in the CERC Transmission License Regulations read with Order dated 22.01.2022 passed in Petition No. 1/SM/2022 in relation to the publication of notices, service on the beneficiaries of the

Gurgaon-Palwal Transmission Limited

Petitioner's Transmission System. Accordingly, the Petitioner shall place on record the compliance reports before the Hon'ble Commission.

23. The present Application is being made *bona-fide* and in the interest of justice.

24. It is submitted that Section 14 of the Electricity Act, 2003 empowers the Appropriate Commission to grant License.

PRAYER

The Applicant/ Petitioner hereby humbly prays before this Hon'ble Commission to:

(a) Issue/Grant the Transmission License to the Applicant/ Petitioner, Gurgaon Palwal Transmission Ltd. for establishing, operating and maintaining the Transmission System of "*Establishment of 220 kV line bays (GIS) at 400/220 kV Prithla (GPTL) S/s*", comprising of assets elements as detailed in the present petition, in terms of Sections 14, 15 and 79 (1) (e) of the Electricity Act;

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

(c) Pass any such other order / orders, as may be deemed fit and proper in the facts and circumstances of the case.

Lokendra Singh

Gurgaon Palwal Transmission Limited

APPLICANT/Gurgaon Palwal Transmission Ltd.

Place: Noida, U.P.

Date: 31.08.2023

सेंट्रल ट्रांसमिशन यूटिलिटी ऑफ इंडिया लिमिटेड
(पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड के स्वामित्व में)
(भारत सरकार का उद्यम)
CENTRAL TRANSMISSION UTILITY OF INDIA LTD.
(A wholly owned subsidiary of Power Grid Corporation of India Limited)
(A Government of India Enterprise)

Ref.: C/CTU/AI/00/14th CCTP

7th August 2023

AMENDMENT TO OFFICE MEMORANDUM DATED 24.06.2022.

Sub: Inter-State Transmission Schemes (costing up to Rs.100 Cr.) to be taken up for implementation under Regulated Tariff Mechanism (RTM)- Modification in the scope of works of "Requirement of 220 kV line bays (GIS) at 400/220kV Prithla (GPTL) S/s" project allotted vide CTUIL OM Ref. No. C/CTU/AI/00/6th CCTP dated 24.06.2022.

This is with reference to Office Memorandum Ref. No. C/CTU/AI/00/6th CCTP dated 24.06.2022 vide which CTU has approved the implementation of transmission scheme "***Requirement of 220 kV line bays (GIS) at 400/220kV Prithla (GPTL) S/s***" under the Regulated Tariff Mechanism (RTM) mode through Gurgaon-Palwal Transmission Ltd. (GPTL) *(a subsidiary of India Grid Trust)*. In this regard, the modified scope of works of the subject transmission scheme is as below:

Establishment of 220kV line bays (GIS) at 400/220kV Prithla (GPTL) S/s

Sl. No.	*Scope of the Transmission Scheme*	*Item Description*	*Implementation Timeframe*
1.	2 no. of 220 kV GIS line bays along with 220kV Cable for line bay interconnection at Prithla S/s (GPTL)	• 220 kV line bays (GIS) – 2 nos. • 220kV Cable for line bay interconnection – 1 Lot	31.03.2025
		Total Estimated Cost:	**₹ 19.49 Crore**

The above transmission scheme is awarded to the Implementing Agency i.e., Gurgaon-Palwal Transmission Ltd. (GPTL) *(a subsidiary of India Grid Trust)* for its implementation under RTM mode. The implementing agency shall enter into a concession agreement with CTU for the implementation of the above-mentioned transmission schemes through the Regulated Tariff Mechanism (RTM).

This letter shall form an integral part of Office Memorandum Ref. No. C/CTU/AI/00/6th CCTP dated 24.06.2022 issued by CTU.

This issues with the approval of Competent Authority.

Jasbirsingh 07/08/23

(Jasbir Singh)
Chief General Manager

To:

1. Shri I R Venkatraman Vice President – Regulatory & Contracts Gurgaon-Palwal Transmission Ltd. (a subsidiary of India Grid Trust) Unit No. 101, First Floor, Windsor, Village Kolekalyan, Off CST Road, Vidyanagari Marg, Santacruz (East), Mumbai – 400 098, Maharashtra.

Copy to:

1. Shri Ishan Sharan Chief Engineer & Member Secretary (NCT) Central Electricity Authority Sewa Bhawan, R. K. Puram, New Delhi-110 066.	**2. Shri Om Kant Shukla** Director (Trans) Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi 110 001

CC:

1. Director (Technical) Haryana Vidyut Prasaran Nigam Ltd. Shakti Bhawan, Sector-6, Panchkula-134109, Haryana	*Based on the HVPN requirement, bay(s) schedule has been kept as 31/03/25. Therefore, it is requested to implement 220kV Prithla (GPTL) – Sector -89 Faridabad D/c line by 31.03.2025 for utilization of bay(s) under present scheme.*

सेंट्रल ट्रांसमिशन यूटिलिटी ऑफ इंडिया लिमिटेड
(पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड के स्वामित्व में)
(भारत सरकार का उद्यम)
CENTRAL TRANSMISSION UTILITY OF INDIA LTD.
(A wholly owned subsidiary of Power Grid Corporation of India Limited)
(A Government of India Enterprise)

Ref.: C/CTU/AI/00/6th CCTP

24th June 2022

OFFICE MEMORANDUM

Sub: Inter-State Transmission Schemes (costing up to Rs.100 Cr.) to be taken up for implementation under Regulated Tariff Mechanism (RTM).

The undersigned is directed to inform that CTU has approved the implementation of the following ISTS costing less than or equal to Rs.100 Cr. in line with the MoP office order dated 28.10.2021 under the Regulated Tariff Mechanism (RTM) mode by the implementing agencies as indicated in the table below:

Sl.	Name of scheme	Implementing Agency
Western Region		
1.	Western Region Expansion Scheme-XXIV (WRES-XXIV)	Power Grid Corporation of India Ltd.
Northern Region		
2.	Requirement of 220 kV line bays (GIS) at 400/220kV Prithla (GPTL) S/s.	Gurgaon-Palwal Transmission Ltd. (GPTL) [a subsidiary of INDIGRID]
Southern Region		
3.	Augmentation of Transformation Capacity by 1x500 MVA, 400/220kV ICT (6th) and common facility works at Pavagada (Tumkur) PS.	Power Grid Corporation of India Ltd.
Eastern Region		
4.	Eastern Region Expansion Scheme-XXVIII (ERES-XXVIII)	Power Grid Corporation of India Ltd.

The detailed scope of works for the above transmission schemes, as approved by CTU is given at **Annexure-I**.

Implementing agencies shall enter into a concession agreement with CTU for the implementation of the above-mentioned schemes through the Regulated Tariff Mechanism (RTM).

This issues with the approval of Competent Authority.

(Partha Sarathi Das)
Sr.General Manager

Encl: as stated.

To:

1. **The Chairman & Managing Director** Power Grid Corporation of India Ltd., Saudamini, Plot No. 2, Sector-29, Gurgaon- 122 001	2. **Shri I R Venkatraman** Head & VP – Regulatory & Contracts Gurgaon-Palwal Transmission Ltd. (a subsidiary of INDIGRID Ltd.) Windsor building, near Raheja centre point Off CST Road, Kalina, Santacruz (East) Mumbai – 400 098

Copy to:

1. **Shri Ravinder Gupta** Chief Engineer & Member Secretary (NCT) Central Electricity Authority Sewa Bhawan, R. K. Puram, New Delhi-110 066.	2. **Shri Goutam Ghosh** Director (Trans) Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi 110 001

Annexure-I

Western Region

1. Western Region Expansion Scheme-XXIV (WRES-XXIV):

Sl. No.	Scope of the Transmission Scheme	Capacity/km	Implementation timeframe
1	Conversion of 2x240MVAr non-switchable line reactors at Raipur PS (associated with Raipur PS – Champa PS 765kV circuits 1 & 2) into Switchable line reactors along with NGR bypass arrangement	Switching equipment along with NGR bypass arrangement – 2 nos.	Jun'23
		Total Estimated Cost:	**INR 10.2 Crore**

Northern Region:

2. Requirement of 220 kV line bays (GIS) at 400/220kV Prithla (GPTL) S/s.:

Sl. No.	Scope of the Transmission Scheme	Capacity/km	Implementation timeframe
1	2 no. of 220 kV line bays (GIS) at 400/220 kV Prithla (GPTL) S/s	220 kV line bays (GIS) – 2 nos.	31.03.2024
		Total Estimated Cost:	**INR 12.22 Crore**

Southern Region:

3. Augmentation of Transformation Capacity by 1x500 MVA, 400/220kV ICT (6th) and common facility works at Pavagada (Tumkur) PS.

Sl. No.	Scope of the Transmission Scheme	Capacity/km	Implementation timeframe
1	Augmentation of transformation capacity by 1x500 MVA, 400/220 kV ICT (6th) at Pavagada PS.	• 1x500 MVA, 400/220 kV ICT • 400kV ICT bay – 1 No. • 220kV ICT bay – 1 No.	Dec'23
2	Implementation of 220kV bus sectionalizer along with bus coupler & transfer bus coupler at Pavagada PS.	• 220kV Bus Sectionalizer Bay – 1 Set • 220kV Bus Coupler Bay – 1 No. • 220kV TBC bay – 1 No.	Dec'23
		Total Estimated Cost:	**INR 62.52 Crore**

Eastern Region:

4. Eastern Region Expansion Scheme-XXVIII (ERES-XXVIII)

Sl. No.	Scope of the Transmission Scheme	Capacity/km	Implementation timeframe
1	(a) Installation of 420kV, 1x125MVAr bus reactor along with associated bay at Biharsharif (POWERGRID) S/s in the bus section having 1x80MVAr existing bus reactor. ***Note:*** *Upon implementation of the above reactor, split Section-A shall have 1x80MVAr + 1x125MVAr bus reactors and Section-B shall have 1x50MVAr + 2x125MVAr bus reactors.*	• 420kV,1x125MVAr Bus reactor– 1 no. • 400kV Bus reactor bay – 1 no.	18 months from the issue of OM by CTUIL
		Total Estimated Cost:	**INR 23.27 Crore**

CENTRAL ELECTRICITY REGULATORY COMMISSION
3rd & 4th Floor Chanderlok, Building, 36 Janpath, New Delhi 110 001
(Tele No.23353503 FAX No.23753923)

Reference No. 122/TL/2016 **23/11/2016**

To

The Secretary
Ministry of Power
Govt. of India
Sharam Shakti Bhavan
Rafi Marg, New Delhi.

The Secretary
Central Electricity Authority
Sewa Bhavan, R.K. Puram
New Delhi

Subject: Grant of transmission licence to GURGAON PALWAL TRANSMISSION LIMITED.

Sir,

In exercise of powers conferred under Section 14 of the Electricity Act, 2003 (36 of 2003), the Commission has granted the licence to GURGAON PALWAL TRANSMISSION LIMITED.

2. I am directed to send herewith a copy of the above licence No. 43/Transmission/2016/CERC, dated 29th September, 2016 for your information.

Yours faithfully,

23/11/16

(T.D. Pant)
Deputy Chief (Legal)

Encl: as stated.

Copy to:

2. The Chairman,
Power Grid Corporation of India Limited,
Plot No.2, Sector-29,
Gurgaon-122 001 (Haryana)

2. MR. T.A.N. Reddy (Authorized Signatory),
GURGAON PALWAL TRANSMISSION LIMITED,
F-1, "The Mira Corporate Suites",
1 & 2 Ishwar Nagar, Okhla Crossing,
Mathura Road, New Delhi - 110065

23/11/16

(T.D. Pant)
Deputy Chief (Legal)

सत्यमेव जयते

केन्द्रीय विद्युत विनियामक आयोग
CENTRAL ELECTRICITY REGULATORY COMMISSION

केंद्रीय विद्युत विनियामक आयोग
CERC

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 एंव अनुरक्षण (बूम) के आधार पर "आईएसटीएस के भाग के रूप गुडगांव एवं पलवल क्षेत्र में नए 400 केवी जीआईएस उपकेन्द्र के सृजन से संबद्ध" पारेषण प्रणाली को स्थापित करने के लिए जो इस अनुज्ञप्ति के भाग रुप माने जाएंगे, गुडगांव पलवल ट्रांसमिशन लिमिटेड, जिसका रजिस्ट्रीकृत कार्यालय एफ–1, द मीरा कार्पोरेट स्वीटस, 1 एण्ड 2 ईश्वर नगर, ओखला क्रोसिंग, 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 विर्निदिष्ट 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 विर्निदिष्ट 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 प्रतिसंहृत नहीं कर ली जाए, इसके जारी होने की तारीख से 25 वर्षों की अवधि के लिए प्रवृत्त रहेगी।

शुभा शर्मा
(शुभा शर्मा)
सचिव

प्रति निम्नलिखित को :
(1) विद्युत मंत्रालय, भारत सरकार
(2) केन्द्रीय विद्युत प्राधिकरण
(3) पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड (सीटीयू)

स्थान : नई दिल्ली
तारीख : 29 सितम्बर, 2016

शुभा शर्मा
(शुभा शर्मा)
सचिव

अनुसूची

परियोजना से संबंधित ब्यौरेः

परियोजना में अंतर–राज्यिक पारेषण प्रणाली के निम्नलिखित तत्व सम्मिलित हैंः

क्र.सं.	पारेषण घटक का नाम	प्रभावी तारीख से माह में अनुसूचित वाणिज्यिक प्रचालन की तारीख
1.	अलीगढ–पृथला 400 केवी डी/सी एचटीएलएस लाइन	34 माह
2.	पृथला–कादरपुर 400 केवी डी/सी एचटीएलएस लाइन	34 माह
3.	कादरपुर–सोहना रोड 400 केवी डी/सी एचटीएलएस लाइन	38 माह
4.	सोहना रोड एस/एस में गुडगांव–मानेसर 400 केवी डी/सी क्वेद लाइन का लीलो	38 माह
5.	नीमराना (पीजी)–धनोंदा (एचवीपीएनएल) 400 केवी डी/सी एचटीएलएस लाइन	34 माह
6.	125 एमवीएआर बस रिएक्टर के नम्बर 1 सहित गुड़गांव क्षेत्र कादरपुर में 400/220 केवी, 2 x 500 एमवीए जीआईएस उपकेन्द्र का सृजन	34 माह
7.	125 एमवीएआर बस रिएक्टर के नम्बर 1 सहित गुड़गांव क्षेत्र में सोहना रोड़ 400/220 केवी, 2 x 500 एमवीए जीआईएस उपकेन्द्र का सृजन	38 माह
8.	125 एमवीएआर बस रिएक्टर के नम्बर 1 सहित पलवल क्षेत्र पृथला में 400/220 केवी, 2 x 500 एमवीए जीआईएस उपकेन्द्र का सृजन	34 माह
9.	400 केवी धनोंदा (एचवीपीएनएल) उपकेन्द्र में 400 केवी लाइनबेज के 2 नम्बर	34 माह

अनुज्ञप्ति सं॰ 43/पारेषण/2016/केविविआ
प्राधिकार : आयोग की याचिका सं॰ 122/टीएल/2016 में तारीख 06.9.2016 तथा 29.9.2016 के आदेश।

केविविआ CERC

शुभा शर्मा

(शुभा शर्मा)
सचिव

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 transmission licence to Gurgaon Palwal 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 "Creation of new 400 kV GIS sub-Station in Gurgaon and Palwal area as a part of ISTS" 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.

(Shubha Sarma)
Secretary

Copy of the licence endorsed to :-

(1) Ministry of Power, Government of India
(2) Central Electricity Authority
(3) Power Grid Corporation of India Ltd. (CTU)

Place: New Delhi
Date : 29th September, 2016

(Shubha Sarma)
Secretary

SCHEDULE

Project Related Details:

The project comprises of the following elements of the inter-State Transmission System:

S.No.	Name of the Transmission Element	Scheduled COD in months from effective date
1.	Aligarh-Prithala 400 kV D/C HTLS Line	34 months
2.	Prithala -Kadarpur 400 kV D/C HTLS Line	34 months
3.	Kadarpur-Sohna Road 400 kV D/C HTLS Line	38 months
4.	LILO of Gurgaon-Manesar 400 kV D/C Quad line at Sohna Road S/S	38 months
5.	Neemrana (PG)-Dhanonda (HVPNL) 400 kV D/C HTLS line	34 months
6.	Creation of 400/220 kV, 2 x 500 MVA GIS Sub-station at Kadarpur in Gurgaon area along with 1 No. of 125 MVAR Bus Reactor	34 months
7.	Creation of 400/220 kV, 2 x 500 MVA GIS sub-station at Sohna Road in Gurgaon area along with 1 No. of 125 MVAR Bus Reactor	38 months
8.	Creation of 400/220 kV, 2 x 500 MVA GIS sub-station at Prithala in Palwal area along with 1 No. of 125 MVAR Bus Reactor	34 months
9.	2 Nos. of 400 kV line bays at 400 kV Dhonanda (HVPNL) sub-station	34 months

Licence No. 43/ Transmission /2016/CERC
Authority: Order of the Commission dated 6.9.2016 and 29.9.2016 in Petition No. 122/TL/2016.

के वि वि आयोग
CERC

(Shubha Sarma)
Secretary

Annexure P-4

TRANSMISSION SERVICE AGREEMENT

FOR

PROCUREMENT OF TRANSMISSION SERVICES

FOR

TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING

FOR

"CREATION OF NEW 400 kV GIS SUBSTATIONS IN GURGAON AND PALWAL AREA AS A PART OF ISTS"

BETWEEN
UTC- CHANDIGARH

AND
BSES YAMUNA POWER LIMITED

AND
BSES RAJDHANI POWER LIMITED

AND
TATA POWER DELHI DISTRIBUTION LIMITED

AND
NEW DELHI MUNICIPAL COUNCIL

AND

HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED

AND

HARYANA POWER PURCHASE CENTRE

AND

POWER DEVELOPMENT DEPARTMENT, GOVT. OF JAMMU & KASHMIR

AND

PUNJAB STATE POWER CORPORATION LIMITED

AND

AJMER VIDYUT VITRAN NIGAM LTD

AND

JODHPUR VIDYUT VITRAN NIGAM LTD

AND

JAIPUR VIDYUT VITRAN NIGAM LTD

AND

UTTARAKHAND POWER CORPORATION LIMITED

AND

U.P. POWER CORPORATION LIMITED

AND

GURGAON - PALWAL TRANSMISSION LIMITED

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Certificate No.	:	IN-DL134207706350080
Certificate Issued Date	:	09-Feb-2016 01:32 PM
Account Reference	:	IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL960303254339489291220
Purchased by	:	GURGAON PALWAL TRANSMISSION LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	GURGAON PALWAL TRANSMISSION LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	GURGAON PALWAL TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

THIS TRANSMISSION SERVICE AGREEMENT (hereinafter referred to as "TSA" or "Agreement" or "the Agreement" or "this Agreement") is made on the 9th day of March month of Two Thousand and Sixteen.

UTC- Chandigarh

BSES Yamuna Power Limited

BSES Rajdhani Power Limited

Tata Power-Delhi Distribution Limited

New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited

Haryana Power Purchase Centre

Power Development Department, Govt. of Jammu & Kashmir

Punjab State Power Corporation Limited

Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited

Jaipur Vidyut Vitran Nigam Limited

Uttarakhand Power Corporation Limited

U.P. Power Corporation Limited

Gurgaon Palwal Transmission Limited

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Between:

Persons whose names, addresses and other details are provided in Schedule 1 of this Agreement (collectively referred to as the "Long Term Transmission Customers" and individually referred to as the "Long Term Transmission Customer" respectively), which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;

And

Gurgaon- Palwal Transmission Limited, incorporated under the Companies Act, 1956, having its registered office at First Floor, "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi - 110001 (herein after referred to as Transmission Service Provider or "TSP" which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the other part;

(Each of the "Long Term Transmission Customer" or "Long Term Transmission Customers" and "TSP" are individually referred to as "Party" and collectively as the "Parties")

AND WHEREAS:

A) In accordance with the Bidding Guidelines, the Bid Process Coordinator (hereinafter referred to as BPC) had initiated a competitive bidding process through issue of RFQ and RFP for selecting a Successful Bidder to build, own, operate and maintain the Project comprising of the Elements mentioned in Schedule 2 (hereinafter referred to as the Project)

B) Pursuant to the said bidding process, the BPC shall identify the Selected Bidder as the TSP, who will be responsible to set up the Project on build, own, operate and maintain basis and to provide Transmission Service on long term basis to the Long Term Transmission Customers on the terms and conditions contained in this Agreement and the Transmission License.

C) The Selected Bidder will acquire one hundred percent (100%) of the equity shareholding of **Gurgaon- Palwal Transmission Limited** along with all its related assets and liabilities in terms of the provisions of the Share Purchase Agreement.

D) The TSP has agreed to make an application for a Transmission License to the Appropriate Commission for setting up the Project on build, own, operate and maintain basis.

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Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

E) The TSP has further agreed to make an application to the Appropriate Commission for the adoption of the Transmission Charges under Section 63 of the Electricity Act, 2003, along with a certification from the Bid Evaluation Committee in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India.

F) The Long Term Transmission Customers agree, on the terms and subject to the conditions of this Agreement, to use the available transmission capacity of the Project and pay TSP the Transmission Charges as determined in accordance with the terms of this Agreement.

G) The terms and conditions stipulated in the Transmission License issued by the Appropriate Commission to the TSP shall be applicable to this Agreement and the TSP agrees to comply with these terms and conditions. In case of inconsistency between the License terms & conditions and the conditions of this Agreement, the conditions stipulated in the License granted by the Appropriate Commission shall prevail.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SETFORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE: 1

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

1.1.1 The words/expressions used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under including those issued/framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time or the General Clauses Act, failing which it shall bear its ordinary English meaning.

The words/expressions when used in this Agreement shall have the respective meanings as specified below:

"Acquisition Price" shall have the same meaning as defined in the Share Purchase Agreement;

"Act" or **"Electricity Act"** or **"Electricity Act 2003"** shall mean the Electricity Act, 2003 and any amendments made to the same or any succeeding enactment thereof;

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"Affiliate" shall mean a company that either directly or indirectly

i. controls or

ii. is controlled by or

iii. is under common control with

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and **"control"** means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company;

"Agreed Form" in relation to any document shall mean the form of the document most recently agreed to by the Parties and initialled by them for identification;

"Allocated Project Capacity" shall mean, for each Long Term Transmission Customer, the sum of the generating capacities allocated to such Long Term Transmission Customer from the ISGS and the contracted power, if any, as adopted by CERC from time to time in determining sharing of transmission charges between the Long Term Transmission Customers;

"Appropriate Commission" shall mean the Central Regulatory Commission referred to in sub-section (1) of Section 76 of the Electricity Act, or the State Regulatory Commission referred to in Section 82 of the Electricity Act or the Joint Commission referred to in Section 83 of the Electricity Act, as the case may be;

"Arbitration Tribunal" shall mean the tribunal constituted under Article 16 of this Agreement;

"Availability" in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in Appendix-III to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014 attached herewith in Schedule 9;

"Bid" shall mean non-financial bid and financial bid submitted by the Bidder, in response to the RFP, in accordance with the terms and conditions of the RFP;

"Bid Deadline" shall mean the last date and time for submission of the Bid in response to RFP, as specified in the RFP;

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"Bidding Company" shall refer to such single company that has made a Response to RFQ for the Project;

"Bidding Consortium/ Consortium" shall refer to a group of companies that has collectively made a Response to RFQ for the Project;

"Bid Documents" or **"Bidding Documents"** shall mean the RFQ and RFP, along with all attachments thereto or clarifications thereof;

"Bidding Guidelines" shall mean the "Tariff Based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for Encouraging Competition in Development of Transmission Projects" issued by Government of India, Ministry of Power dated 13th April 2006 under Section – 63 of the Electricity Act and as amended from time to time;

"Bid Process Coordinator" or **"BPC"** shall mean a person or its authorized representative as notified by the Government of India / concerned State Government, responsible for carrying out the process for selection of Transmission Service Provider;

"Business Day" shall mean a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State in which the concerned Long Term Transmission Customers' registered office is located;

"CEA" shall mean the Central Electricity Authority constituted under Section - 70 of the Electricity Act;

"CERC" shall mean the Central Electricity Regulatory Commission of India constituted under Section-76 of the Electricity Act, 2003 or its successors;

"Change in law" shall have the meaning ascribed thereto in Article 12;

"Commercial Operation Date" or "COD" shall mean the date as per Article 6.2 ;

Provided that the COD shall not be a date prior to the Scheduled COD mentioned in the TSA, unless mutually agreed to by all Parties;

"Competent Court of Law" shall mean the Supreme Court or any High Court, or any tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to the Project;

"Connection Agreement" shall mean the agreement between the CTU/STU and the TSP, setting out the terms relating to the connection of the Project to

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the Inter-connection Facilities and use of the Inter State Transmission System as per the provisions of the IEGC / State Grid Code, as the case may be;

"Consultation Period" shall mean the period of sixty (60) days or such longer period as the Parties may agree, commencing from the date of issue of a TSP's Preliminary Termination Notice or a Long Term Transmission Customer's Preliminary Termination Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;

"Consents, Clearances and Permits" shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any Indian Governmental Instrumentality for the development, execution and operation of Project including without any limitation for the construction, ownership, operation and maintenance of the Transmission Lines and/or sub-stations;

"Construction Period" shall mean the period from (and including) the Effective Date of the TSA up to (but not including) the COD of the Element of the Project in relation to an Element and up to (but not including) the COD of the Project in relation to the Project;

"Contractors" shall mean the engineering, procurement, construction, operation & maintenance contractors, surveyors, advisors, consultants, designers, suppliers to the TSP and each of their respective sub-contractors (and each of their respective successors and permitted assigns) in their respective capacities as such;

"Contract Performance Guarantee" shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Long Term Transmission Customers from a bank mentioned in Annexure 12 of the RFP, in the form attached here to as Schedule 11, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee furnished by the TSP under this Agreement;

"Contract Year", for the purpose of payment of Transmission Charges, shall mean the period beginning on the COD, and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the TSA;

"CTU" or **"Central Transmission Utility"** shall mean the utility notified by the Central Government under Section-38 of the Electricity Act, 2003;

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"Day" shall mean a day starting at 0000 hours and ending at 2400 hours;

"D/C" shall mean Double Circuit;

"Dispute" shall mean any dispute or difference of any kind between a Long Term Transmission Customer and the TSP or between the Long Term Transmission Customers (jointly) and the TSP, in connection with or arising out of this Agreement including any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16;

"Due Date" in relation to any Invoice shall mean the thirtieth day after the date on which any Invoice is received and duly acknowledged by the Long Term Transmission Customer (or, if that day is not a Business Day, the immediately following Business Day), and by such date, the Invoice is payable by the Long Term Transmission Customer;

"Effective Date" for the purposes of this Agreement, shall have the same meaning as per Article 2.1 of this Agreement;

"Electrical Inspector" shall mean a person appointed as such by the Appropriate Government under sub-section (1) of Section 162 of the Electricity Act 2003 and also includes Chief Electrical Inspector;

"Electricity Rules 2005" shall mean the rules framed pursuant to the Electricity Act 2003 and as amended from time to time;

"Element" shall mean each Transmission Line or each circuit of the Transmission Lines (where there are more than one circuit) or each bay of Sub-station or switching station or HVDC terminal or inverter station of the Project, which has a separate Scheduled COD as per Schedule 3 of this Agreement and has a separate percentage for recovery of Transmission Charges on achieving COD as per Schedule 6 of this Agreement;

"Escalable Transmission Charges" shall mean the charges as specified in Schedule 6 of this Agreement;

"Event of Default" shall mean the events as defined in Article 13 of this Agreement;

"Expiry Date" shall be the date which is 35 (thirty five) years from the Scheduled COD of the Project;

"Financial Closure" shall mean the first Business Day on which funds are made available to the TSP pursuant to the Financing Agreements;

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Financially Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the financial requirement set forth in the RFQ;

"Financing Agreements" shall mean the agreements pursuant to which the TSP is to finance the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of the Long Term Transmission Customers ;

"Financial Year" shall mean a period of twelve months at midnight Indian Standard Time (IST) between 1st April & 31st March;

"Force Majeure" and **"Force Majeure Event"** shall have the meaning assigned thereto in Article 11;

"GOI" shall mean Government of India;

"Grid Code" / "IEGC" or **"State Grid Code"** shall mean the Grid Code specified by the Central Commission under Clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of sub-section (1) of Section 86 of the Electricity Act 2003, as applicable;

"Indian Governmental Instrumentality" shall mean Government of India, Government of any State in India or any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any State Government or both, any political sub-division of any of them including any court or Appropriate Commission or tribunal or judicial or quasi-judicial body in India but excluding TSP and Long Term Transmission Customers;

"Insurances" shall mean the insurance cover to be obtained and maintained by the TSP in accordance with Article 9 of this Agreement;

"Interconnection Facilities" shall mean the facilities as may be set up for transmission of electricity through the use of the Project, on either one or both side of generating station's / CTU's / STU's / Long Term Transmission Customer's substations (as the case may be) which shall include, without limitation, all other transmission lines, gantries, sub-stations and associated equipments not forming part of the Project;

"Invoice" shall mean a Monthly Transmission Charges Invoice, a Supplementary Invoice or any other Invoice or Bill raised by any of the Parties;

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"Invoice Dispute Notice" shall have the same meaning as defined in Article 10.9.2 of this Agreement;

"Late Payment Surcharge" shall have the meaning ascribed thereto in Article 10.8 ;

"Law" or "Laws" in relation to this Agreement, shall mean all laws including electricity laws in force in India and any statute, ordinance, rule, regulation, notification, order or code, or any interpretation of any of them by an Indian Governmental Instrumentality having force of law and shall include all rules, regulations, decisions and orders of the Appropriate Commission;

"Lead Long Term Transmission Customer" shall have the meaning as ascribed hereto in Article 18.1.1 of this Agreement;

"Lead Member of the Bidding Consortium" or "Lead Member" shall mean a company who commits at least 26% equity stake in the Project, meets the technical requirement as specified in the RFQ and so designated by other Member(s) in Bidding Consortium;

"Letter of Credit" or "LC" shall mean an unconditional, irrevocable, revolving Letter of Credit opened by the Long Term Transmission Customer in favour of the TSP with any scheduled bank;

"Lenders" means the banks, financial institutions, multilateral funding agencies, non banking financial companies registered with the Reserve Bank of India (RBI), mutual funds, etc., including their successors and assigns, who have agreed on or before COD of the Project to provide the TSP with the debt financing described in the capital structure schedule, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned;

Provided that, such assignment or transfer shall not relieve the TSP of its obligations to the Long Term Transmission Customers under this Agreement in any manner and shall also does not lead to an increase in the liability of any of the Long Term Transmission Customers;

"Lenders Representative" shall mean the person notified by the Lenders in writing as being the representative of the Lenders and such person may from time to time be replaced by the Lenders pursuant to the Financing Agreements by written notice to the TSP;

"Long Term Transmission Customer(s)" shall mean a person availing or intending to avail access to the Inter-State Transmission System for a period up to twenty-five years or more, and for the purposes of this Project, shall refer to

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entities listed in Schedule 1 of this Agreement or any such other person who executes a Supplementary Agreement for availing Transmission Service as per the provisions of the TSA;

"Member in a Bidding Consortium/Member" shall mean each company in the Bidding Consortium;

"Month" shall mean a period of thirty (30) days from (and excluding) the date of the event;

"Monthly Transmission Charges" for any Element of the Project, after COD of the Element till COD of the Project, and for the Project after COD of the Project, shall mean the amount of Transmission Charges for the relevant Contract Year as specified in Schedule 5 of this Agreement;

"Monthly Transmission Charges Invoice" or **"Monthly Bill"** shall mean a monthly invoice comprising the Monthly Transmission Charges, as per Schedule 5 hereof;

"National Load Despatch Centre" shall mean the centre established as per sub-section (1) of Section 26 of the Electricity Act 2003;

"Non-Escalable Transmission Charges" shall mean the charges as specified in column (4) of Schedule 6 of this Agreement;

"Notification" shall mean any notification, issued in the Gazette of India;

"O & M Contractor" shall mean the entity appointed from time to time by the TSP to operate, maintain & repair any of the Element(s) of the Project;

"Open Access Customer" shall mean a consumer permitted by the State Commission to receive supply of electricity from a person other than distribution licensee of his area of supply or a generating company (including captive generating plant) or a licensee, who has availed of or intends to avail of open access;

"Operating Period" for any Element of the Project shall mean the period from (and including) the COD of such Element of the Project, up to (and including) the Expiry Date and for the Project, shall mean the period from (and including) the COD of the Project, up to (and including) the Expiry Date;

"Parent Company" shall mean a Company that holds at least twenty six percent (26%) of the paid - up equity capital directly or indirectly in the Bidding Company or in the Member in a Bidding Consortium, as the case may be;

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"Preliminary Termination Notice" shall mean a Long Term Transmission Customers' Preliminary Termination Notice or TSP's Preliminary Termination Notice, as the case may be, as defined in Article 13 of this Agreement;

"Project" shall mean **"Creation of new 400 kV GIS Substations in Gurgaon and Palwal area as a part of ISTS"**, as detailed in Schedule 2 of this Agreement;

"Project Execution Plan" shall mean the plan referred to in Article 3.1.3(c) hereof;

"Prudent Utility Practices" shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric transmission utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of the Project and which practices, methods and standards shall be adjusted as necessary, to take account of:

(i) operation, repair and maintenance guidelines given by the manufacturers to be incorporated in the Project,

(ii) the requirements of Law, and

(iii) the physical conditions at the Site;

"RFP" shall mean Request For Proposal dated **December 29, 2015** along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC, including any modifications, amendments or alterations thereto;

"RFP Project Documents" shall mean the following documents to be entered into in respect of the Project, by the Parties to the respective agreements:

a. TSA,

b. Share Purchase Agreement and,

c. Any other agreement as may be required;

"RFQ" shall mean the Request for Qualification document issued by **PFC Consulting Limited** for Tariff Based Competitive-bidding process for procurement of Transmission Services for the Project. Including any modifications, amendments or alterations thereto and clarifications issued regarding the same;

"RLDC" shall mean the relevant Regional Load Dispatch Centre as defined in the Electricity Act, 2003, in the region(s) in which the Project is located;

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"RPC" shall mean the relevant Regional Power Committee established by the Government of India for the specific Region(s) in accordance with the Electricity Act, 2003 for facilitating integrated operation of the Power System in that Region;

"Rated Voltage" shall mean the manufacturers design voltage at which the Transmission System is designed to operate or such lower voltage at which the line is charged, for the time being, in consultation with Long Term Transmission Customers;

"Rebate" shall have the meaning as ascribed to in Article 10.7 of this Agreement;

"Scheduled COD" in relation to an Element(s) shall mean the date(s) as mentioned in Schedule 3 as against such Element(s) and in relation to the Project, shall mean the date as mentioned in Schedule 3 as against such Project, subject to the provisions of Article 4.4 of this Agreement, or such date as may be mutually agreed among the Parties;

"Scheduled Outage" shall mean the final outage plan as approved by the RPC as per the provisions of the Grid Code;

"Selected Bid" shall mean the Bid of the Selected Bidder, copy of which shall be attached herewith as Schedule 10 on or prior to the Effective Date;

"Share Purchase Agreement" shall mean the agreement amongst '**PFC Consulting Limited**', '**Gurgaon- Palwal Transmission Limited**' and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the '**Gurgaon- Palwal Transmission Limited**' for the Acquisition Price, by the Successful Bidder on the terms and conditions as contained therein;

"Short Term Transmission Customer(s)" shall mean a transmission customer other than the Long Term Transmission Customer;

"Site" in relation to a substation, switching station or HVDC terminal or inverter station, shall mean the land and other places upon which such station / terminal is to be established;

"SLDC" shall mean the State Load Despatch Centre established as per sub-section (1) of Section 31 of the Electricity Act 2003;

"STU" or **"State Transmission Utility"** shall be the Board or the Government company specified as such by the State Government under sub-section (1) of Section 39 of the Electricity Act 2003;

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"Successful Bidder" or **"Selected Bidder"** shall mean the Bidder selected pursuant to the RFP to acquire one hundred percent (100%) equity shares of **'Gurgaon- Palwal Transmission Limited'**, along with all its related assets and liabilities, which will be responsible as the TSP to establish the Project on build, own, operate and maintain basis as per the terms of the TSA and other RFP Project Documents;

"Supplementary Agreement" shall mean the agreement as annexed hereto in Schedule 12 of this Agreement;

"Supplementary Bill" or **"Supplementary Invoice"** shall mean a bill other than a Monthly Bill raised by any of the Parties in accordance with Article 10.10;

"Target Availability" shall have the meaning as ascribed hereto in Article 8.2 of this Agreement;

"Technically Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the technical requirement set forth in RFQ;

"Termination Notice" shall mean a Long Term Transmission Customer Termination Notice or TSP Termination Notice, as the case may be given by Parties pursuant to the provisions of Articles 3.3.2, 3.3.4, 13.3 and 13.4 of this Agreement for the termination of this Agreement;

"Term of Agreement" for the purposes of this Agreement shall have the meaning ascribed thereto in Article 2.2 of this Agreement;

"Transmission Charges" shall mean the charges payable to the TSP by the Long Term Transmission Customers pursuant to the TSA, as adopted by the Appropriate Commission;

"Transmission Customer(s)" shall mean any person using the Project, including the Open Access Customers;

"Transmission License" shall mean the license granted by the Appropriate Commission in terms of the relevant regulations for grant of such license issued under the Electricity Act;

"Transmission Licensee" shall mean a licensee authorized to establish and operate Transmission Lines by the Appropriate Commission;

"Transmission Lines" shall mean all high pressure cables and overhead lines (not being an essential part of the distribution system of a licensee) transmitting electricity from a generating station to another generating station or a sub-station, together with any step-up and step-down transformers, switch-gear and

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other works necessary to and used for the control of such cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switchgear and other works;

"Transmission Service" shall mean making the Project available for use by the Transmission Customers as per the terms and conditions of this Agreement;

"Transmission Service Provider" or **"TSP"** shall mean the '**Gurgaon-Palwal Transmission Limited**', which has executed this Transmission Service Agreement and has been / shall be acquired by the Selected Bidder;

"Transmission System" shall mean a line with associated sub-stations or a group of lines inter-connected together along with associated sub-stations and the term includes equipment associated with transmission lines and sub-stations;

"Unscheduled Interchange" shall have the meaning ascribed thereto in Rule 24 of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2014 as amended from time to time;

"Unscheduled Outage" shall mean an interruption resulting in reduction of the Availability of the Element(s) / Project (as the case may be) that is not a result of a Scheduled Outage or a Force Majeure Event.

"Ultimate Parent Company" shall mean a company which owns at least twenty six percent (26%) equity in the Bidding Company or Member of a Consortium, (as the case may be) and in the Technically Evaluated Entity and/or Financially Evaluated Entity (as the case may be) and such Bidding Company or Member of a Consortium, (as the case may be) and the Technically Evaluated Entity and/or Financially Evaluated Entity (as the case may be) shall be under the direct control or indirectly under the common control of such company;

"Week" means a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

1.2 **Interpretation:**

Save where the contrary is indicated, any reference in this Agreement to:

"Agreement" shall be construed as including a reference to its Schedules, Appendices and Annexures;

"Rupee", "Rupees" and "Rs." shall denote lawful currency of India;

"crore" shall mean a reference to ten million (10,000,000) and a **"lakh"** shall mean a reference to one tenth of a million (1,00,000);

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"encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

"holding company" of a company or corporation shall be construed as a reference to any company or corporation of which the other company or corporation is a subsidiary;

"Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

"Person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

"Subsidiary" of a company or corporation (the holding company) shall be construed as a reference to any company or corporation:

(i) which is controlled, directly or indirectly, by the holding company, or

(ii) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or

(iii) which is a subsidiary of another subsidiary of the holding company,

for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

"winding-up", **"dissolution"**, **"insolvency"**, or **"reorganization"** of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, re-organization, dissolution, arrangement, protection or relief of debtors.

1.2.1 Words importing the singular shall include the plural and vice versa.

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1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.

1.2.3 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time.

1.2.4 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

1.2.5 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.

1.2.6 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.7 All interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days.

1.2.8 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement.

1.2.9 The contents of Schedule 10 shall be referred to for ascertaining accuracy and correctness of the representations made by the Selected Bidder in Article 17.2.1 (f) hereof.

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ARTICLE: 2

2 EFFECTIVENESS AND TERM OF AGREEMENT

2.1 Effective Date:

This Agreement shall be effective from later of the dates of the following events:

a. The Agreement is executed and delivered by the Parties; and

b. The Selected Bidder has acquired for the Acquisition Price, one hundred percent (100%) of the equity shareholding of **'PFC Consulting Limited'** in **'Gurgaon- Palwal Transmission Limited'** along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement, and

c. The Selected Bidder, on behalf of the TSP, has provided the Contract Performance Guarantee, as per terms of Article 3.1 of this Agreement.

2.2 Term and Termination:

2.2.1 Subject to Article 2.2.2 and Article 2.4, this Agreement shall continue to be effective in relation to the Project until the Expiry Date, when it shall automatically terminate unless extended by the Appropriate Commission for such period and on such terms and conditions as the Appropriate Commission may specify in this regard in terms of the procedures laid down by the Appropriate Commission for such matters.

2.2.2 This Agreement shall terminate before the Expiry Date:

a. If a Termination Notice is served in accordance with Article 13

i. by the Majority Long Term Transmission Customers following a TSP Event of Default; or

ii. by the TSP following the Long Term Transmission Customers' Event of Default;

b. If the Long Term Transmission Customers or the TSP serves a Termination Notice in accordance with Article 3.3.2 and 3.3.4.

2.3 Conditions prior to the expiry of Transmission License

2.3.1 In order to continue the Project beyond the expiry of the Transmission License, the TSP shall be obligated to make an application to the Appropriate Commission at least two years before the date of expiry of

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the Transmission License, seeking the Appropriate Commission's approval for extension of the term of Transmission License upto the Expiry Date.

2.3.2 The TSP shall timely comply with all the requirements as may be laid down by the Appropriate Commission for extension of the term of the Transmission License beyond the initial term of 25 years and the TSP shall keep the Long Term Transmission Customers fully informed about progress on its application for extension of the term of Transmission License.

2.4 Survival:

The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive liquidated damages as per the terms of this Agreement, nor shall it effect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 3.3.3, 3.3.5, Article 9.3 (Application of Insurance Proceeds), Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability & Indemnification), Article 16 (Governing Law & Dispute Resolution), Article 18 (Miscellaneous).

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ARTICLE: 3

3 CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the TSP

3.1.1 Within ten (10) days from the date of issue of Letter of Intent , the Selected Bidder, on behalf of the TSP shall provide the Contract Performance Guarantee, acquire for the Acquisition Price, one hundred percent (100%) equity shareholding of '**Gurgaon- Palwal Transmission Limited**' from '**PFC Consulting Limited**', who shall sell to the Selected Bidder, the equity shareholding of '**Gurgaon- Palwal Transmission Limited**', along with all its related assets and liabilities, and apply to the Appropriate Commission for grant of Transmission License.

The Selected Bidder on behalf of the TSP will provide to the Long Term Transmission Customers the Contract Performance Guarantee for an aggregate amount of **Rs. 46,66,50,000/- (Rupees Forty Six Crore Sixty Six Lakh and Fifty Thousand only)**, which shall be provided separately to each of the Long Term Transmission Customers for the amount calculated pro-rata in the ratio of their Allocated Project Capacity, as on the date seven (7) days prior to the Bid Deadline (rounded off to the nearest Rupees one Lakh (Rs. 100,000) with the principle that amounts below Rupees Fifty Thousand (Rs. 50,000) shall be rounded down and amounts of Rupees Fifty Thousand (Rs. 50,000) and above shall be rounded up).

3.1.2 The Contract Performance Guarantee shall be initially valid for a period up to three (3) months after the Scheduled COD of the Project and shall be extended from time to time to be valid for a period up to three (3) months after the COD of the Project. In case the validity of the Contract Performance Guarantee is expiring before the validity specified in this Article, the TSP shall, at least thirty (30) days before the expiry of the Contract Performance Guarantee, replace the Contract Performance Guarantee with another Contract Performance Guarantee or extend the validity of the existing Contract Performance Guarantee until the validity period specified in this Article.

3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date, unless such completion is affected due to the Long Term Transmission Customers' failure to comply with their obligations under Article 3.2 of this Agreement or by any Force Majeure Event, or if any of the activities is specifically waived in writing by the Majority Long Term Transmission Customers:

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a. To obtain the Transmission License for the Project from the Appropriate Commission;

b. To obtain the order for adoption of Transmission Charges by the Appropriate Commission, as required under Section 63 of the Electricity Act 2003;

c. To submit to the Lead Long Term Transmission Customer and CEA the Project Execution Plan, within one hundred and twenty (120) days from the Effective Date. The TSP's Project Execution Plan should be in conformity with the Scheduled COD as specified in Schedule 3 of this Agreement, and shall bring out clearly the organization structure, time plan and methodology for executing the Project, award of major contracts, designing, engineering, procurement, shipping, construction, testing, commissioning to commercial operation, necessary to demonstrate a complete and accurate understanding of the Project, as well as the TSP's knowledge of procedures and prevailing conditions in India. Submission of a detailed bar (GANTT) chart of the Project outlining each activity (taking longer than one Month), linkages as well as durations;

d. To achieve Financial Closure;

e. To provide an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the provisions of Article 15.3 of this Agreement and all other RFP Project Documents; and

f. To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of towers for the Project and shall have given to such Contractor an irrevocable notice to proceed.

3.2 Satisfaction of conditions subsequent by the Long Term Transmission Customers

3.2.1 The Long Term Transmission Customers shall provide, within six (6) months from the Effective Date, an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders as per Article 15.3 of this Agreement and all other RFP Project Documents

3.3 Consequences of non-fulfilment of conditions subsequent

3.3.1 If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all

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the conditions specified in Article 3.1.3, the TSP shall, on a weekly basis, be liable to furnish to the Long Term Transmission Customers additional Contract Performance Guarantee of **Rs. 2,33,32,500/- (Rupees Two Crore Thirty Three Lakh Thirty Two Thousand Five Hundred only)** within two (2) Business Days of expiry of every such Week. Such additional Contract Performance Guarantee shall be provided to each Long Term Transmission Customer in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. The Long Term Transmission Customers shall be entitled to hold and/or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.

3.3.2 Subject to Article 3.3.4, if:

(i) the fulfilment of any of the conditions specified in Article 3.1.3 is delayed beyond nine (9) Months from the Effective Date and the TSP fails to furnish additional Contract Performance Guarantee to the Long Term Transmission Customers in accordance with Article 3.3.1 hereof; or

(ii) the TSP furnishes additional Performance Guarantee to the Long Term Transmission Customers in accordance with Article 3.3.1 hereof but fails to fulfil the conditions specified in Article 3.1.3 within a period of twelve (12) months from the Effective Date,

the Majority Long Term Transmission Customers, as per Article 18.1.5, shall have the right to terminate this Agreement, by giving a Termination Notice to the TSP in writing of at least seven (7) days, with a copy to the Appropriate Commission and the Lenders' Representative.

3.3.3 If the Long Term Transmission Customers elect to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Long Term Transmission Customers an amount of **Rs. 46,66,50,000/- (Rupees Forty Six Crore Sixty Six Lakh and Fifty Thousand only)** as liquidated damages. The Long Term Transmission Customers shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of **Rs. 46,66,50,000/- (Rupees Forty Six Crore Sixty Six Lakh and Fifty Thousand only)** which shall be provided separately to each of the Long Term Transmission Customers on the basis of their Allocated Project Capacity in MW as on the dated seven (7) days prior to the Bid Deadline, and shall then return the balance Contract Performance Guarantee, if any, to the TSP. If the Long Term Transmission Customers are unable to recover the said amount of **Rs. 46,66,50,000/- (Rupees Forty Six Crore**

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Sixty Six Lakh and Fifty Thousand only) or any part thereof from the Contract Performance Guarantee, the shortfall in such amount not recovered from the Contract Performance Guarantee, if any, shall be payable by the TSP to the Long Term Transmission Customers within ten (10) days after completion of the notice period.

It is clarified for removal of doubt that this Article shall survive the termination of this Agreement.

3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, shall be extended for a period of such Force Majeure Event, subject to a maximum extension period of three (3) Months, continuous or non-continuous in aggregate. Thereafter, this Agreement may be terminated by the Majority Long Term Transmission Customers or the TSP on mutually agreeable basis by giving a notice of at least seven (7) days, in writing to the other Party, with a copy to the Appropriate Commission and the Lenders' Representative and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.2.

Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. No adjustments to the Transmission Charges shall be allowed on this account.

3.3.5 Upon termination of this Agreement as per Articles 3.3.2 and 3.3.4, the Lead Long Term Transmission Customer shall approach the Appropriate Commission within seven (7) days of such termination for further necessary directions as per the provisions of the Electricity Act 2003.

3.4 Progress Reports

The TSP and the Lead Long Term Transmission Customer shall notify one another in writing at least once a Month on the progress made in satisfying the conditions subsequent in Articles 3.1.3 and 3.2.

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ARTICLE: 4

4 DEVELOPMENT OF THE PROJECT

4.1 TSP's obligations in development of the Project:

Subject to the terms and conditions of this Agreement, the TSP at its own cost and expense shall observe, comply with, perform, undertake and be responsible:

a. for procuring and maintaining in full force and effect all Consents, Clearances and Permits, required in accordance with Law for development of the Project;

b. for financing, constructing, owning and commissioning each of the Element of the Project for the scope of work set out in Schedule 2 of this Agreement in accordance with:

i. the Grid Code, the grid connectivity standards applicable to the Transmission Line and the sub-station as per the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010, Central Electricity Authority (Grid Standards) Regulations, 2010, Central Electricity Authority (Safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations 2011 and Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010, as amended from time to time.

ii. Prudent Utility Practices and the Law;

not later than the Scheduled COD as per Schedule 3 of this Agreement;

c. for entering into a Connection Agreement with the CTU/STU (as applicable) in accordance with the Grid Code.

d. for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under Article 15 of this Agreement;

e. to co-ordinate and liaise with concerned agencies and provide on a timely basis relevant information with regard to the specifications of the Project that may be required for interconnecting the Project with the Interconnection Facilities;

f. for providing all assistance to the Arbitrators as they may require for the performance of their duties and responsibilities;

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g. to provide to the Long Term Transmission Customers with a copy to CEA, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with Agreed Form) to enable the Long Term Transmission Customers / CEA to monitor and co-ordinate the development of the Project matching with the Interconnection Facilities.

h. to comply with all its obligations undertaken in this Agreement.

4.2 Long Term Transmission Customers' obligations in implementation of the Project:

4.2.1 Subject to the terms and conditions of this Agreement, Long Term Transmission Customers, at their own cost and expense, undertake to be responsible;

a. for assisting and supporting the TSP in obtaining the Consents, Clearances and Permits required for the Project and in obtaining any applicable concessions for the Project, by providing letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time;

b. for arranging and making available the Interconnection Facilities to enable the TSP to connect the Project;

c. for complying with all their obligations under this Agreement, and

d. for providing all assistance to the Arbitrators as they may require for the performance of their duties and responsibilities.

4.3 Time for Commencement and Completion:

a. The TSP shall take all necessary steps to commence work on the Project from the Effective Date of the Agreement and shall achieve Scheduled COD of the Project in accordance with the time schedule specified in Schedule 3 of this Agreement.

b. The COD of each Element of the Project shall occur no later than the Scheduled COD or within such extended time to which the TSP shall be entitled under Article 4.4 hereto.

4.4 Extension of time:

4.4.1 In the event that the TSP is prevented from performing its obligations under Article 4.1(a), (b) and (e) by the stipulated date, due to any Long Term Transmission Customers' Event of Default, the Scheduled COD shall be extended, by a 'day for day' basis, subject to the provisions of Article 13.

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4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article 11, the Scheduled COD shall be extended, by a 'day for day' basis, for a maximum period of one hundred and eighty (180) days. In case the Force Majeure Event continues even after the maximum period of one hundred and eighty (180) days, the TSP or the Majority Long Term Transmission Customers may choose to terminate the Agreement as per the provisions of Article 13.5.

4.4.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on how long the Scheduled COD should be defer red by, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.5 Metering Arrangements:

4.5.1 The TSP shall comply with all the provisions of the IEGC and the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time, with regard to the metering arrangements for the Project. The TSP shall fully cooperate with the CTU / STU / RLDC and extend all necessary assistance in taking meter readings.

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ARTICLE: 5

5 CONSTRUCTION OF THE PROJECT

5.1 TSP's Construction Responsibilities:

5.1.1 The TSP, at its own cost and expense, shall be responsible for designing, constructing, erecting, completing and commissioning each Element of the Project by the Scheduled COD in accordance with the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010, Central Electricity Authority (Grid Standards) Regulations, 2010, Central Electricity Authority (Safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations 2011 and Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010, Prudent Utility Practices and other applicable Laws.

5.1.2 The TSP acknowledges and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time by reason of the unsuitability of the Site or Transmission Line route(s) for whatever reasons. The TSP further acknowledges and agrees that it shall not be entitled to any financial compensation in this regard.

5.1.3 The TSP shall be responsible for obtaining all Consents, Clearances and Permits relating but not limited to road / rail / river / canal / power line / crossings, Power and Telecom Coordination Committee (PTCC), defence, civil aviation, right of way / way-leaves and environmental & forest clearances from relevant authorities required for developing, financing, constructing, maintaining/ renewing all such Consents, Clearances and Permits in order to carry out its obligations under this Agreement in general and Article 5.1.1 in particular and shall furnish to the Lead Long Term Transmission Customer promptly with copy/ies of each Consents, Clearances and Permits, which it obtains. The Long Term Transmission Customers shall assist and support the TSP in obtaining the Consents, Clearances and Permits required for the Project and in obtaining any applicable concessions for the Project, by providing letters of recommendation to the concerned Indian Governmental Instrumentality, as may be reasonably required from time to time.

5.1.4 The TSP shall be responsible for:

(a) acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations;

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(b) final selection of Site including its geo-technical investigation;

(c) survey and geo-technical investigation of line route in order to determine the final route of the Transmission Lines;

(d) seeking access to the Site and other places where the Project is being executed, at its own costs, including payment of any crop compensation or any other compensation as may be required.

5.1.5 In case the Project involves any resettlement and rehabilitation, the resettlement and rehabilitation package will be implemented by the State Government authorities, for which the costs is to be borne by the TSP and no changes would be allowed in the Transmission Charges on account of any variation in the resettlement and rehabilitation cost. The TSP shall provide assistance on best endeavour basis, in implementation of the resettlement and rehabilitation package, if execution of such package is in the interest of expeditious implementation of the Project and is beneficial to the Project affected persons.

5.2 Appointing Contractors:

5.2.1 The TSP shall conform to the requirements as provided in this Agreement while appointing Contractor(s) for procurement of goods & services.

5.2.2 The appointment of such Contractor(s) shall neither relieve the TSP of any of its obligations under this Agreement nor make Long Term Transmission Customers liable for the performance of such Contractor(s).

5.3 Monthly Progress Reporting:

The TSP shall provide to the Long Term Transmission Customers, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with Agreed Form) to enable the Long Term Transmission Customers to monitor and co-ordinate the development of the Project, matching with the Interconnection Facilities.

A copy of such monthly report shall also be sent by the TSP to the CEA.

5.4 Quality of Workmanship:

The TSP shall ensure that the Project is designed, built and completed in a good workmanlike manner using sound engineering and construction practices, and using only materials and equipment that are new and of international – utility grade quality such that, the useful life of the Project will be till the Expiry Date.

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The TSP shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with Indian Standards and Codes issued by Bureau of Indian Standards and only in case they are not applicable under certain conditions, the other equivalent internationally recognised Standards and Codes shall be followed.

5.5 Inspection by the Lead Long Term Transmission Customer:

The Lead Long Term Transmission Customer shall designate, from time to time by a written notice to the TSP, at the most three (3) employees from any of the Long Term Transmission Customers, who shall have access at all reasonable times to the Site and to all such places where the Project is being executed for the purpose of inspecting the progress of the Project, at its own cost and expenses.

5.6 Site regulations and Construction Documents

The TSP shall abide by the Safety Rules and Procedures as mentioned in Schedule 4 of this Agreement

The TSP shall retain at the Site and make available for inspection to the Lead Long Term Transmission Customer at all reasonable times copies of the Consents, Clearances and Permits, construction drawings and other documents related to construction.

5.7 Supervision of work:

The TSP shall provide all necessary superintendence for execution of the Project and its supervisory personnel shall be available to provide full-time superintendence for execution of the Project. The TSP shall provide skilled personnel who are experienced in their respective fields.

5.8 Remedial Measures:

The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project,, if any, as intimated by the CEA. However, such intimation by the CEA and the subsequent effect of such remedial measures carried out by the TSP shall not relieve the TSP of its obligations in the Agreement. CEA may carry out random inspections during the Project execution, as and when deemed necessary by it. If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the CEA, it may refer the same to the Appropriate Commission for appropriate action.

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ARTICLE: 6

6 CONNECTION AND COMMISSIONING OF THE PROJECT

6.1 Connection with the Inter-Connection Facilities:

6.1.1 The TSP shall give the RLDC(s), CTU/ STU, as the case may be, the Long Term Transmission Customers and any other agencies as required at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall be not earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 of this Agreement, unless the Lead Long Term Transmission Customer otherwise agrees.

6.1.2 The RLDC / SLDC (as the case may be) or the CTU / STU (as the case may be) or the Lead Long Term Transmission Customer may, for reasonable cause, including failure to arrange for Interconnection Facilities as per Article 4.2, defer the connection for up to fifteen (15) days from the date notified by the TSP pursuant to Article 6.1.1 if it notifies to the TSP in writing, before the date of connection, of the reason for the deferral and when the connection is to be rescheduled. However, no such deferment on one or more occasions would be for more than an aggregate period of 30 days. Further, the Scheduled COD would be extended as required, for all such deferments on day for day basis.

6.1.3 Subject to Articles 6.1.1 and 6.1.2, any Element of Project may be connected with the Interconnection Facilities when:

a. it has been completed in accordance with this Agreement and the Connection Agreement;

b. it meets the Grid Code, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and all other Indian legal requirements and

c. The TSP has obtained the approval in writing of the Electrical Inspector certifying that the Element is ready from the point of view of safety of supply and can be connected with the Interconnection Facilities.

6.2 Commercial Operation:

6.2.1 An Element of the Project shall be declared to have achieved COD seventy two (72) hours following the connection of the Element with the Interconnection Facilities or seven (7) days after the date on which it is declared by the TSP to be ready for charging but is not able to be charged for reasons not attributable to the TSP or seven (7) days after the date of deferment, if any, pursuant to Article 6.1.2.

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Provided that an Element shall be declared to have achieved COD only after all the Element(s), if any, which are pre-required to have achieved COD as defined in Schedule 3 of this Agreement, have been declared to have achieved their respective COD.

6.2.2 Once any Element of the Project has been declared to have achieved deemed COD as per Article 6.2.1 above, such Element of the Project shall be deemed to have Availability equal to the Target Availability till the actual charging of the Element and to this extent, shall be eligible for payment of the Monthly Transmission Charges applicable for such Element.

6.3 Liquidated Damages for delay due to Long Term Transmission Customer Event of Default or Direct Non Natural Force Majeure Events or Indirect Non Natural Force Majeure Events or Natural Force Majeure Event (affecting the Long Term Transmission Customer)

6.3.1 If the TSP is otherwise ready to connect the Element(s) of the Project and has given due notice, as per provisions of Article 6.1.1, to the Long Term Transmission Customer(s) of the date of intention to connect the Element(s) of the Project, where such date is on or before the Scheduled COD, but is not able to connect the Element(s) of the Project by the said date specified in the notice, due to a Long Term Transmission Customer Event of Default or due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or (Natural Force Majeure Event affecting the Long Term Transmission Customer) provided such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or (Natural Force Majeure Event affecting the Long Term Transmission Customer(s)) has continued for a period of more than three (3) continuous or non-continuous Months, the TSP shall, until the effects of the Long Term Transmission Customer Event of Default or of Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or (Natural Force Majeure Event affecting the Long Term Transmission Customer(s)) no longer prevent the TSP from connecting the Element(s) of the Project , be deemed to have achieved COD relevant to that date and to this extent, be deemed to have been providing Transmission Service with effect from the date notified, and shall be treated as follows.

a. In case of delay on account of the Long Term Transmission Customer Event of Default, the Long Term Transmission Customer(s) shall make payment to the TSP of Non Escalable Transmission Charges in proportion to their Allocated Project Capcity, calculated on Target Availability for and during the period of such delay.

b. In case of delay due to Direct Non Natural Force Majeure Event, the Long Term Transmission Customer(s) shall make payments to the TSP of Non Escalable Transmission Charges calculated on Target Availability

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for the period of such events in excess of three (3) continuous or non continuous Months in the manner provided in (d) below.

c. In case of delay due to Indirect Non Natural Force Majeure Event or (Natural Force Majeure Event affecting the Long Term Transmission Customer(s)), the Long Term Transmission Customer(s) shall make payment to the TSP for debt service, subject to a maximum of Non Escalable Transmission Charges calculated on Target Availability, which is due under the financing agreements for the period of such events in excess of three (3) continuous or non continuous Months in the manner provided in (d) below.

d. In case of delay due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event (or Natural Force Majeure Event affecting the Long Term Transmission Customer(s)), the Long Term Transmission Customer(s) shall be liable to make payments mentioned in (b) and (c) above, after commencement of Transmission Service, in the form of an increase in Non Escalable Transmission Charges. These amounts shall be paid from the date, being the later of a) the date of cessation of such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event (or Natural Force Majeure Event affecting the Long Term Transmission Customer(s)) and b) the completion of sixty (60) days from the receipt of the financing agreements by the Long Term Transmission Customer(s) from the TSP.

Provided such increase in Non Escalable Transmission Charges shall be determined by Appropriate Commission on the basis of putting the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (b) and (c) above in a situation where the Force Majeure Event had not occurred.

For the avoidance of doubt, it is specified that the charges payable under this Article 6.3.1 shall be paid by the Long Term Transmission Customer(s) in proportion to their then Allocated Project Capacity.

6.4 Liquidated Damages for Delay in achieving COD of Project:

6.4.1 If the TSP fails to achieve COD of any Element of the Project or the Project, by the Element's / Project's Scheduled COD as extended under Articles 4.4.1 and 4.4.2, then the TSP shall pay to the Long Term Transmission Customer(s), as communicated by the Lead Long Term Transmission Customer, in proportion to their Allocated Project Capacity as on the date seven (7) days prior to the Bid Deadline, a sum equivalent to 3.33% of Monthly Transmission Charges applicable for the Element of the Project [in case where no Elements have been defined, to be on the Project as a whole] / Project, for each day of delay up to sixty (60) days of delay and beyond that time limit, at the rate of five percent (5%) of the Monthly

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Transmission Charges applicable to such Element / Project, as liquidated damages for such delay and not as penalty, without prejudice to Long Term Transmission Customers' any rights under the Agreement.

6.4.2 The TSP's maximum liability under this Article 6.3 shall be limited to the amount of liquidated damages calculated in accordance with Article 6.4.1 for and up to six (6) months of delay for the Element or the Project.

Provided that in case of failure of the TSP to achieve COD of the Element of the Project even after the expiry of six (6) months from its Scheduled COD, the provisions of Article 13 shall apply.

6.4.3 The TSP shall make payment of the liquidated damages calculated pursuant to Article 6.4.1 within ten (10) days of the earlier of:

a. the date on which the applicable Element achieves COD; or

b. the date of termination of this Agreement.

The payment of such damages shall not relieve the TSP from its obligations to complete the Project or from any other obligation and liabilities under the Agreement.

6.4.4 If the TSP fails to pay the amount of liquidated damages within the said period of ten (10) days, the Long Term Transmission Customers shall be entitled to recover the said amount of the liquidated damages by invoking the Contract Performance Guarantee. If the then existing Contract Performance Guarantee is for an amount which is less than the amount of the liquidated damages payable by the TSP to the Long Term Transmission Customers under this Article 6.3, the TSP shall be liable to forthwith pay the balance amount.

6.5 Return of Contract Performance Guarantee

6.5.1 If the TSP fails to achieve COD of any of the Elements on their respective Scheduled COD specified in this Agreement, subject to conditions mentioned in Article 4.4, the Long Term Transmission Customers shall have the right to encash the Contract Performance Guarantee and appropriate in their favour as liquidated damages an amount specified in Article 6.4.1, without prejudice to the other rights of the Long Term Transmission Customers under this Agreement.

6.5.2 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Long Term Transmission Customers within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.1 or Article

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11) and consequent part invocation of the Contract Performance Guarantee by the Long Term Transmission Customers, the Long Term Transmission Customers shall release the Contract Performance Guarantee if any, remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Long Term Transmission Customers shall also return/release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess of **Rs. 46,66,50,000/- (Rupees Forty Six Crore Sixty Six Lakh and Fifty Thousand only)** or (ii) termination of this Agreement by any Party as mentioned under Article 3.3.4 of this Agreement.

6.5.3 The release of the Contract Performance Guarantee shall be without prejudice to other rights of the Long Term Transmission Customers under this Agreement.

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ARTICLE: 7

7 OPERATION AND MAINTENANCE OF THE PRC JECT

7.1 Operation and Maintenance of the Project:

7.1.1 The TSP shall be responsible for ensuring that the Project is operated and maintained in accordance with the Indian Electricity Grid Code (IEGC) / State Grid Code (as applicable), Transmission License, directions of National Load Despatch Centre / RLDC / SLDC (as applicable), Prudent Utility Practices, other legal requirements including the terms of Consents, Clearances and Permits and is made available for use by the Transmission Customers as per the provisions of applicable regulations including but not limited to the Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2004, Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, and the Central Electricity Authority (Grid Standards) of Operation and Maintenance of Transmission Lines Regulations, 2010, as amended from time to time and provisions of this Agreement.

7.1.2 The TSP shall operate and maintain the Project in an efficient, coordinated and economical manner and comply with the directions issued by the National Load Despatch Centre, RLDC or the SLDC, as the case may be, in line with the provisions of the Electricity Act 2003 and Rule 5 of the Electricity Rules, 2005, and as amended from time to time.

7.1.3 The TSP shall be responsible to provide non-discriminatory open access to the Project as per the provisions of the Electricity Act 2003, Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2004 (as amended from time to time) and applicable regulations of the relevant State Electricity Regulatory Commission, as the case may be, as amended from time to time. The Long Term Transmission Customers agree with the TSP to provide such access to the Open Access Customers.

7.1.4 If the TSP fails to comply with the directions issued by the Appropriate Commission or the RLDC / SLDC, as the case may be and is liable to pay a penalty under the provisions of the Electricity Act 2003, such penalties shall be borne by the TSP and can not be claimed from any of the Long Term Transmission Customers.

7.1.5 The TSP may, with prior intimation to the Appropriate Commission and the Lead Long Term Transmission Customer, engage in any business for the optimum utilisation of the assets, subject to the provisions of Section 41 of the Electricity Act 2003 and Transmission License.

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7.1.6 The TSP shall abide by the Safety Rules and Procedures during the Operation Period as mentioned in Schedule 4 of this Agreement.

7.2 Scheduled Outage

7.2.1 In line with the provisions of the Grid Code, as amended from time to time, the TSP shall provide its annual outage plan, and shall be governed by the decisions of the RPC in this regard.

7.3 Unscheduled Outage

7.3.1 In the event of an Unscheduled Outage, the TSP shall inform, in writing to the concerned RLDC/SLDC, as the case may be, and the Lead Long Term Transmission Customer, the reasons and the details of occurrence of such Unscheduled Outage. The TSP shall further inform about, the nature of the work to be carried out, the estimated time required to complete it and the latest time by which in its opinion the work should begin consistent with the Prudent Utility Practices.

7.3.2 The TSP shall use its reasonable endeavours consistent with Prudent Utility Practices to carry out the maintenance in minimum time schedule to address such Unscheduled Outage and bring the Element/Project back in operation.

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ARTICLE: 8

8 AVAILABILITY OF THE PROJECT

8.1 Calculation of Availability of the Project:

Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per Appendix – III of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014, as applicable seven (7) days prior to the Bid Deadline and as appended in Schedule 9.

8.2 Target Availability:

The Target Availability of the Project shall be ninety eight percent (98%).

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ARTICLE: 9

9 INSURANCES

9.1 Insurance:

9.1.1 The TSP shall effect and maintain or cause to be effected and maintained during the Construction Period and the Operating Period, Insurances against such risks, with such deductibles and endorsements and co-beneficiary/insured, as may be necessary under

a. any of the Financing Agreements,

b. the Laws, and

c. in accordance with Prudent Utility Practices.

The Insurances shall be taken effective from a date prior to the date of the Financial Closure till the Expiry Date.

9.2 Evidence of Insurance cover:

9.2.1 The TSP shall furnish to the Lead Long Term Transmission Customer copies of certificates and policies of the Insurances as soon as they are effected and renewed by or on behalf of the TSP from time to time in terms of Article 9.1

9.3 Application of Insurance Proceeds:

9.3.1 Save as expressly provided in this Agreement, the policies of Insurances and the Financing Agreements, the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

9.3.2 If a Natural Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, the portion of the proceeds of such Insurance available to the TSP (after making admissible payments to the Lenders as per the Financing Agreements) shall be allocated to the TSP and the Long Term Transmission Customers shall have no claim on such proceeds of the Insurance.

9.3.3 Subject to the requirements of the Lenders under the Financing Agreements, any dispute or difference between the Parties as to whether the Project is no longer economically and technically viable due to a Force Majeure Event or whether that event was adequately covered in accordance with this Agreement by the Insurances shall be determined in accordance with Article 16.

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9.4 Effect on liability of the Long Term Transmission Customers

9.4.1 The Long Term Transmission Customers shall have no financial obligations or liability whatsoever towards the TSP in respect of this Article 9.

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ARTICLE: 10

10 BILLING AND PAYMENT OF TRANSMISSION CHARGES

10.1 Subject to provisions of this Article 10, the Long Term Transmission Customers shall pay to the TSP, in Indian Rupees, on monthly basis, the Monthly Transmission Charges from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier, in line with the provisions of Schedule 5 of this Agreement.

10.2 Calculation of Monthly Transmission Charges:

The Monthly Transmission Charges for each Contract Year shall be calculated in accordance with the provisions of Schedule 5 of this Agreement.

10.3 Incentive Payment

Incentive payment, on account of Availability being more than the Target Availability shall be payable by the Long Term Transmission Customer(s), in line with Clause 1.2.2 of Schedule 5 of this Agreement and shall be paid on an annual basis. The annual incentive amount payable to the TSP shall be shared by the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by them existing at the end of the relevant Contract Year.

10.4 Payment of Penalty

The TSP shall pay a penalty on account of Availability being less than ninety five percent (95%) in any Contract Year in respect of the Element(s) having achieved COD or in case of the Project, after COD of the Project, to be computed in line with Clause 1.2.3 of Schedule 5 of this Agreement and paid on an annual basis. This penalty payable by the TSP shall be apportioned in favour of the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by them existing at the end of the relevant Contract Year.

10.5 Delivery of Invoices:

10.5.1 TSP's Invoices

a. Commencing with the month following the month in which the COD of an Element (which is first Commissioned) occurs, the TSP shall submit to Long Term Transmission Customers by the fifth day of such and each succeeding month (or, if such day is not a Business Day, the immediately following Business Day) an Invoice in the Agreed Form (the "Monthly Transmission Charge Invoice") signed by the authorised signatory of the TSP setting out the computation of the Monthly

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Transmission Charges to be paid by the Long Term Transmission Customers to the TSP in respect of the immediately preceding month in accordance with this Agreement; and

b. Each Monthly Transmission Charge Invoice shall include detailed calculations of the amounts payable under it, together with such further supporting documentation and information as Long Term Transmission Customers may reasonably require / request, from time to time.

10.5.2 Long Term Transmission Customers Invoices

a. Long Term Transmission Customers shall (as and when any amount becomes due to be paid by TSP), on the fifth day of the month (or, if such day is not a Business Day, the immediately following Business Day) submit to the TSP an Invoice in the Agreed Form (the "Long Term Transmission Customers Invoice") setting out the computation of any amount that may be payable to it by the TSP for the immediately preceding month pursuant to this Agreement.

b. Each Long Term Transmission Customer's Invoice shall include detailed calculations of the amounts payable under it, together with such further supporting documentation as the TSP may reasonably require/request, from time to time.

10.6 Payment of Invoices:

10.6.1 Pursuant to Article 10.4, any amount payable under an Invoice shall be paid in immediately available and freely transferable clear funds, for value on or before the Due Date, to such account of the TSP or Long Term Transmission Customers as shall have been previously notified to Long Term Transmission Customers or the TSP, as the case may be.

10.6.2 Where in respect of any month there is both:

a. an amount payable by the Long Term Transmission Customers to TSP pursuant to a Monthly Transmission Charge Invoice and

b. an amount payable by the TSP to Long Term Transmission Customer pursuant to a Long Term Transmission Customer's Invoice as per provisions of this Agreement,

the two amounts, to the extent agreed to be set off by the TSP may, be set off against each other and the balance, if any, shall be paid by Long Term Transmission Customers to the TSP or by TSP to Long Term Transmission Customers, as the case may be.

10.6.3 The Long Term Transmission Customers shall pay the amount payable under the Monthly Transmission Charge Invoice and the Supplementary

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Bill on the Due Date to such account of the TSP, as shall have been previously notified by the TSP to the Long Term Transmission Customers in accordance with Article 10.6.6 below.

10.6.4 All payments made by the Long Term Transmission Customers shall be appropriated by the TSP in the following order of priority:

i. towards Late Payment Surcharge, payable to the TSP, if any;

ii. towards earlier unpaid Monthly Transmission Charge Invoice, if any;

iii. towards earlier unpaid Supplementary Bill, if any;

iv. towards the then current Monthly Transmission Charge Invoice, if any; and

v. towards the then current Supplementary Bill.

10.6.5 All payments required to be made under this Agreement shall only include any deduction or set off for:

i. deductions required by the Law; and

ii. amounts claimed by the Long Term Transmission Customers from the TSP, through an Invoice duly acknowledged by the TSP, to be payable by the TSP, and not disputed by the TSP within thirty (30) days of receipt of the said Invoice and such deduction or set-off shall be made to the extent of the amounts not disputed. It is clarified that the Long Term Transmission Customers shall be entitled to claim any set off or deduction under this Article, after expiry of the said thirty (30) day period.

Provided further, the maximum amounts that can be deducted or set-off by all the Long Term Transmission Customers taken together (proportionate to their Allocated Transmission Capacity in case of each Long Term Transmission Customer) under this Article in a Contract Year shall not exceed **Rupees Fifteen Crore Sixty Three Lakh Twenty Seven Thousand Seven Hundred Fifty Only (Rs. 15, 63, 27,750/-) only**, except on account of payments under sub Article (i) above.

10.6.6 The TSP shall open a bank account at ..... (the "Designated Account") for all payments to be made by the Long Term Transmission Customers to the TSP, and notify the Long Term Transmission Customers of the details of such account at least ninety (90) days before the Scheduled COD of the first Element to the Long Term Transmission Customers. The Long Term Transmission Customers shall, on the day of

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payment, notify the TSP of the payment made to the Designated Account. The Long Term Transmission Customers shall also designate a bank account at ..... for payments to be made by the TSP to Long Term Transmission Customers and notify the TSP of the details of such account ninety (90) days before the Scheduled COD of the first Element.

10.7 Payment of Rebate:

10.7.1 In case the Long Term Transmission Customer pays to the TSP through any mode of payment in respect of a Monthly Transmission Charge Invoice or Supplementary Bill, the following shall apply:

a. For payment of Invoices through any mode of payment, a Rebate of 2% shall be allowed on the Monthly Transmission Charge Invoice or Supplementary Bill for payments made in full within one Business Day of the receipt of the Invoice; or

b. For payment of Invoices subsequently, but within the Due Date, a Rebate of 1% shall be allowed on the payments made in full.

c. Applicable rate of Rebate at (a) and (b) above shall be based on the date on which the payment has been actually credited to the TSP's account. Any delay in transfer of money to the TSP's account, on account of a statutory holiday, public holiday, or any other reasons shall be to the account of the Long Term Transmission Customers.

d. No Rebate shall be payable on the bills raised on account of Change in Law relating to taxes, duties and cess;

Provided that if any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice/ Supplementary Bill or part thereof within and including the Due Date, the TSP shall recover such amount as per provisions of Article 10.11.1(f) .

10.8 Surcharge

10.8.1 Any amount due from one Party to the other, pursuant to this Agreement and remaining unpaid for thirty (30) days after the Due Date, shall bear Late Payment Surcharge @ 1.25% per month on the unpaid amount. Such Late Payment Surcharge shall be calculated on simple rate basis and shall accrue from the Due Date until the amount due is actually received by the payee.

10.9 Disputed Invoices

10.9.1 If either Party does not question or dispute an Invoice within thirty (30) days of receiving it, the Invoice shall be considered correct, complete

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and conclusive between the Parties.

10.9.2 If either Party disputes any item or part of an item set out in any Invoice then that Party shall serve a notice (an "Invoice Dispute Notice") on the other Party setting out (i) the item or part of an item which is in dispute, (ii) its estimate of what such item or part of an item should be, (iii) and with all written material in support of its claim.

10.9.3 If the invoicing Party agrees to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.9.2, the invoicing Party shall revise such Invoice within seven (7) days of receiving such notice from the disputing Party and if the disputing Party has already made the excess payment, the invoicing Party shall refund to the disputing Party, such excess amount within fifteen (15) days of receiving such notice. In such a case, the excess amount shall be refunded along with interest at the same rate as the Late Payment Surcharge, which shall be applied from the date on which such excess payment was made to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.9.4 If the invoicing Party does not agree to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.9.2, it shall, within fifteen (15) days of receiving the Invoice Dispute Notice, furnish a notice to the disputing Party providing (i) reasons for its disagreement; (ii) its estimate of what the correct amount should be; and (iii) all written material in support of its counter-claim.

10.9.5 Upon receipt of notice of disagreement to the Invoice Dispute Notice under Article 10.9.4, authorised representative(s) or a director of the board of directors/member of board of each Party shall meet and make best endeavours to amicably resolve such Dispute within fifteen (15) days of receiving such notice of disagreement to the Invoice Dispute Notice.

10.9.6 If the Parties do not amicably resolve the dispute within fifteen (15) days of receipt of notice of disagreement to the Invoice Dispute Notice pursuant to Article 10.9.4, the matter shall be referred to Appropriate Commission for Dispute resolution in accordance with Article 16.

10.9.7 If a Dispute regarding a Monthly Transmission Charge Invoice or a Supplementary Invoice is settled pursuant to Article 10.7 or by Dispute resolution mechanism provided in this Agreement in favour of the Party that issues the Invoice Dispute Notice, the other Party shall refund the amount, if any incorrectly charged and collected from the disputing Party or pay as required, within five (5) days of the Dispute either being amicably resolved by the Parties pursuant to Article 10.9.5 or settled by Dispute resolution mechanism, along with interest (at the same rate as

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Late Payment Surcharge) or Late Payment Surcharge from the date on which such payment had been made to the invoicing Party or the date on which such payment was originally due, as may be applicable.

10.9.8 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the concerned Long Term Transmission Customer shall, without prejudice to its right to Dispute, be under an obligation to make payment, of the lower of (a) an amount equal to simple average of last three (3) months Invoices (being the undisputed portion of such three months Invoices) and (b) Monthly Invoice which is being disputed, provided such Monthly Invoice has been raised based on the Allocated Project Capacity and in accordance with this Agreement.

10.10 Payment of Supplementary Bill

10.10.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:

i. adjustments (if any) required by the Regional Energy Account ; or
ii. quarterly or annual reconciliation as per Article 10.13 ; or
iii. Change in Law as provided in Article 12,

and such Bill shall be paid by the other Party.

10.11 Payment Security Mechanism:

10.11.1 Establishment of Letter of Credit:

(a) Not later than one (1) Month prior to the Scheduled COD of the first Element of the Project, each Long Term Transmission Customer shall, through a scheduled bank, open a Letter of Credit in favour of the TSP, to be made operative from a date prior to the Due Date of its first Monthly Transmission Charge Invoice under this Agreement and shall be renewed annually.

(b) The draft of the proposed Letter of Credit shall be provided by each Long Term Transmission Customer to the TSP not later than the Financial Closure of the Project and shall be mutually agreed between the Parties.

(c) The Letter of Credit shall have a term of twelve (12) Months and shall be for an amount:

i. for the first Contract Year or for each subsequent Contract Year, equal to one point one (1.1) times the estimated average Monthly Transmission Charges based on Target Availability of the Elements or Project with Scheduled COD in such Contract Year, as the case may be;

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ii. Provided that, the TSP shall not make any drawl before the Due Date and shall not make more than one drawal in a month.

Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.11.1, otherwise than by reason of drawal of such Letter of Credit by the TSP, the relevant Long Term Transmission Customer shall restore such shortfall within seven (7) days.

(d) Long Term Transmission Customers shall cause the scheduled bank issuing the Letter of Credit to intimate the TSP, in writing regarding establishing of such Letter of Credit.

(e) In case of drawal of the Letter of Credit by the TSP in accordance with the terms of this Article 10.11.1, the amount of the Letter of Credit shall be reinstated within seven (7) days from the date of such drawal.

(f) If any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice / Supplementary Bill or part thereof within and including the Due Date, then, unless an Invoice Dispute Notice is received by the TSP as per the provisions of Article 10.9.2, the TSP may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Long Term Transmission Customers, an amount equal to such Monthly Transmission Charge Invoice/Supplementary Bill or part thereof plus Late Payment Surcharge, if applicable, in accordance with Article 10.8 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i. a copy of the Monthly Transmission Charge Invoice/ Supplementary Bill which has remained unpaid by such Long Term Transmission Customer;

ii. a certificate from the TSP to the effect that the Invoice at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date; and

iii. calculations of applicable Late Payment Surcharge, if any.

Provided that failure on the part of the TSP to present the documents for negotiation of the Letter of Credit shall not attract any Late Payment Surcharge on the Long Term Transmission Customers.

(g) Each Long Term Transmission Customer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior

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to its expiry.

(h) All costs relating to opening and maintenance of the Letter of Credit shall be borne by the Long Term Transmission Customers. However, the Letter of Credit negotiation charges shall be borne and paid by the TSP.

(i) If a Long Term Transmission Customer fails to pay (with respect to a Monthly Bill or Supplementary Bill) an amount exceeding thirty percent (30%) of the most recent undisputed Monthly Bill, for a period of seven (7) days after the Due Date and the TSP is unable to recover the amount outstanding to the TSP through the Letter of Credit,

i. the TSP shall issue a notice to such Long Term Transmission Customer within seven (7) days from such period, with a copy to each of the other Long Term Transmission Customers, highlighting the non payment of such amount by such Long Term Transmission Customer;

ii. If such Long Term Transmission Customer still fails to pay such amount within a period of thirty (30) days after the issue of notice by TSP as mentioned in (i) above, the TSP shall approach the RLDC / SLDC (as the case may be) requesting for the alteration of the schedule of dispatch of the lowest cost power of such Long Term Transmission Customer(s) from the Central Generating Stations, and the RLDC / SLDC shall continue to reschedule the lowest cost power till all the dues of the TSP are recovered;

- Provided that in this case, the quantum of electricity and the corresponding period in which it would be rescheduled for dispatch shall be corresponding to the amount of default. This electricity will then be dispatched to other utilities by the concerned RLDC/SLDC, as the case may be, during the peak hours, i.e., 7pm to 10 pm. The price of this electricity will be determined as per the UI rate;

- Provided further that the revenue from such diverted power would be used to pay the dues first of the generating company (which would include the capacity charges as well as the energy charges) and the remainder would be available for covering the default amount and the balance (if any), after recovering both the charges, would be paid to the defaulting Long Term Transmission Customer.

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10.12 Payment Intimation

Long Term Transmission Customers shall remit all amounts due under an Invoice raised by the TSP to the TSP's account by the Due Date and notify the TSP of such remittance on the same day. Similarly, the TSP shall pay all amounts due under an Invoice raised by Long Term Transmission Customers by the Due Date to concerned Long Term Transmission Customer's account and notify such Long Term Transmission Customers/s of such payment on the same day.

10.13 Quarterly and Annual Reconciliation

10.13.1 Parties acknowledge that all payments made against Monthly Bill(s) and Supplementary Bill(s) shall be subject to quarterly reconciliation at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year to take into account Regional Energy Account, adjustments in Transmission Charges payments, Rebates, Late Payment Surcharge, Incentive, Penalty, or any other reasonable circumstance as may be mutually agreed between the Parties.

10.13.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year, as the case may be, is available and has been finally verified and adjusted, the TSP and each Long Term Transmission Customer shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the TSP or Long Term Transmission Customers, as the case may be, shall raise a Supplementary Bill for the payments as may be due as a result of reconciliation for the relevant quarter/ Contract Year and shall make payment of such Supplementary Bill for the adjustments in Transmission Charges payments for the relevant quarter/Contract Year.

10.13.3 Interest / Late Payment Surcharge shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16

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ARTICLE: 11

11 FORCE MAJEURE

11.1 Definitions

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

11.2.1 An Affected Party means any of the Long Term Transmission Customers or the TSP whose performance has been affected by an event of Force Majeure.

11.2.2 An event of Force Majeure affecting the CTU/STU or any agent of the Long Term Transmission Customers, which has affected the Interconnection Facilities, shall be deemed to be an event of Force Majeure affecting the Long Term Transmission Customers.

11.2.3 Any event of Force Majeure shall be deemed to be an event of Force Majeure affecting the TSP only if the Force Majeure event affects and results in, late delivery of machinery and equipment for the Project or construction, completion, commissioning of the Project by Scheduled COD and/or operation thereafter ;

11.3 Force Majeure

A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

(a) **Natural Force Majeure Events:**

act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years,

(b) **Non-Natural Force Majeure Events:**

i. Direct Non–Natural Force Majeure Events

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- Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the TSP; or

- the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the TSP to perform their obligations under the RFP Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or

- any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.

ii. Indirect Non - Natural Force Majeure Events

- act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or

- radio active contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or

- industry wide strikes and labour disturbances, having a nationwide impact in India.

11.4 Force Majeure Exclusions

11.4.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

(a) Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the Project;

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(b) Delay in the performance of any Contractors or their agents;

(c) Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment;

(d) Strikes or labour disturbance at the facilities of the Affected Party;

(e) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and

(f) Non-performance caused by, or connected with, the Affected Party's:

i. negligent or intentional acts, errors or omissions;

ii. failure to comply with an Indian Law; or

iii. breach of, or default under this Agreement or any Project Documents.

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure.

11.5.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 Duty to perform and duty to mitigate

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To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations as provided in this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

11.7 Available Relief for a Force Majeure Event

Subject to this Article 11

(a) No Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;

(b) Every Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations under this Agreement.

(c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per Appendix III to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2014 as on seven (7) days prior to the Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Appendix III to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2014, then only the Non Escalable Transmission Charges, as applicable to such Element(s) in the relevant Contract Year, shall be paid by the Long Term Transmission Customers as per Schedule 5, for the duration of such event(s).

(d) For so long as the TSP is claiming relief due to any Force Majeure Event under this Agreement, the Lead Long Term Transmission Customer may, from time to time on one (1) day notice, inspect the Project and the TSP shall provide the Lead Long Term Transmission Customer's personnel with access to the Project to carry out such inspections, subject to the Lead Long Term Transmission Customer's personnel complying with all reasonable safety precautions and standards.

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ARTICLE: 12

12 CHANGE IN LAW

12.1 Change in Law

12.1.1 Change in Law means the occurrence of any of the following after the date, which is seven (7) days prior to the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any income to the TSP:

- The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- A change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- The imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- A change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;
- Any change in the licensing regulations of the Appropriate Commission, under which the Transmission License for the Project was granted if made applicable by such Appropriate Commission to the TSP;
- Any change in the Acquisition Price; or
- Any change in tax or introduction of any tax made applicable for providing Transmission Service by the TSP as per the terms of this Agreement.

12.1.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change:

a. On account of regulatory measures by the Appropriate Commission including calculation of Availability; and

b. In any tax applied on the income or profits of the TSP.

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12.2 Relief for Change in Law

12.2.1 **During Construction Period:**

During the Construction Period, the impact of increase/decrease in the cost of the Project in the Transmission Charges shall be governed by the formula given below:

- For every cumulative increase/decrease of **Five Crore Sixty Two lakhs Eighty Eight Thousand Only (Rs. 5,62,88,000/=)** in the cost of the Project up to the Scheduled COD of the Project, the increase/decrease in non-escalable Transmission Charges shall be an amount equal to 0.32 percent (0.32%) of the Non-Escalable Transmission Charges.

12.2.2 **During the Operation Period:**

During the Operation Period, the compensation for any increase/decrease in revenues shall be determined and effective from such date, as decided by the Appropriate Commission whose decision shall be final and binding on both the Parties, subject to rights of appeal provided under applicable Law.

Provided that the above mentioned compensation shall be payable only if the increase/decrease in revenues or cost to the TSP is in excess of an amount equivalent to one percent (1%) of Transmission Charges in aggregate for a Contract Year.

12.2.3 For any claims made under Articles 12.2.1 and 12.2.2 above, the TSP shall provide to the Long Term Transmission Customers and the Appropriate Commission documentary proof of such increase/decrease in cost of the Project/revenue for establishing the impact of such Change in Law.

12.2.4 The decision of the Appropriate Commission, with regards to the determination of the compensation mentioned above in Articles 12.2.1 and 12.2.2, and the date from which such compensation shall become effective, shall be final and binding on both the Parties subject to rights of appeal provided under applicable Law.

12.3 Notification of Change in Law:

12.3.1 If the TSP is affected by a Change in Law in accordance with Article 12.1 and wishes to claim relief for such Change in Law under this Article 12, it shall give notice to Lead Long Term Transmission Customer of such Change in Law as soon as reasonably practicable after becoming aware of the same.

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12.3.2 The TSP shall also be obliged to serve a notice to Lead Long Term Transmission Customer even when it is beneficially affected by a Change in Law.

12.3.3 Any notice served pursuant to Articles 12.3.1 and 12.3.2 shall provide, amongst other things, precise details of the Change in Law and its effect on the TSP.

12.4 Payment on account of Change in Law

12.4.1 The payment for Change in Law shall be through Supplementary Bill as mentioned in Article 10.10. However, in case of any change in Monthly Transmission Charges by reason of Change in Law, as determined in accordance with this Agreement, the Monthly Invoice to be raised by the TSP after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges.

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ARTICLE: 13

13 EVENTS OF DEFAULT AND TERMINATION

13.1 TSP Event of Default

The occurrence and continuation of any of the following events shall constitute a TSP Event of Default, unless any such TSP Event of Default occurs as a result of a breach by the Long Term Transmission Customers of their obligations under this Agreement, the Long Term Transmission Customers Event of Default or a Force Majeure Event:

a. After having taken up the construction of the Project, the abandonment by the TSP or the TSP's Contractors of the construction of the Project for a continuous period of two (2) months and such default is not rectified within thirty (30) days from the receipt of notice from the Lead Long Term Transmission Customer in this regard;

b. The failure to commission any Element of the Project by the date falling six (6) months after its Scheduled COD;

c. If the TSP:

i. assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or

ii. transfers or novates any of its obligations pursuant to this Agreement, in a manner contrary to the provisions of this Agreement;

except where such transfer is in pursuance of a Law and

- it does not affect the ability of the transferee to perform, and such transferee has the financial and technical capability to perform, its obligations under this Agreement;
- is to a transferee who assumes such obligations under the Project and this Agreement remains effective with respect to the transferee;

d. If:

i. The TSP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or

ii. Any winding up or bankruptcy or insolvency order is passed against the TSP; or

iii. The TSP goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets

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or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the TSP will not be a TSP Event of Default where such dissolution or liquidation of the TSP is for the purpose of a merger, consolidation or reorganization with the prior approval of the Appropriate Commission as per the provisions of Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006 or as amended from time to time; or

e. Revocation of the Transmission License of TSP; or

f. Non-payment of i) an amount exceeding Rupees Fifty (50) lakhs required to be paid to the Long Term Transmission Customers under this Agreement within three (3) months after the Due Date of an undisputed Invoice raised by the said Long Term Transmission Customer(s) on the TSP or ii) an amount up to Rupees Fifty (50) lakhs required to be made to the Long Term Transmission Customers under this Agreement within six (6) months after the Due Date of an undisputed Invoice; or

g. Failure on the part of the TSP to comply with the provisions of Article 18.2 of this Agreement; or

h. The TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Lead Long Term Transmission Customer in this regard; or

i. After Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of ninety eight percent (98%), for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any continuous aggregate period of eighteen(18) months except where the Availability is affected by Force Majeure Events as per Article 11; or

j. Any of the representations and warranties made by the TSP in Article 17 of this Agreement being found to be untrue or inaccurate. Further, in addition to the above, any of the undertakings submitted by the TSP at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its Parent Company/ Affiliates related to the minimum equity obligation; or

k. The TSP fails to complete/fulfil all the activities/conditions within the specified period as per Article 3 ; or

l. Except where due to any Long Term Transmission Customer's failure to comply with its obligations, the TSP is in material breach of any of its

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obligations under this Agreement and such material breach is not rectified by the TSP within thirty (30) days of receipt of notice in this regard from the Majority Long Term Transmission Customers; or

m. The TSP fails to take the possession of the land required for location specific substations, switching stations or HVDC terminal or inverter stations and/or fails to pay the requisite price to the parties and/or any State Government authority from whom the land is acquired, within twelve (12) months from the Effective Date.

13.2 Long Term Transmission Customers' Event of Default

The occurrence and continuation of any of the following events shall constitute a Long Term Transmission Customers' Event of Default, unless any such Long Term Transmission Customers' Event of Default occurs as a result of a breach by the TSP of its obligations under this Agreement, a TSP Event of Default or a Force Majeure Event:

a. A Long Term Transmission Customer fails to pay (with respect to a Monthly Bill or Supplementary Bill) an amount exceeding thirty percent (30%) of the most recent undisputed Monthly Bill, for a period of ninety (90) days after the Due Date and the TSP is unable to recover the amount outstanding to the TSP through the Letter of Credit; or

b. The Long Term Transmission Customer repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the TSP in this regard; or

c. Except where due to the TSP's failure to comply with its obligations, the Long Term Transmission Customers are in material breach of any of their obligations under this Agreement and such material breach is not rectified by the Long Term Transmission Customer within thirty (30) days of receipt of notice in this regard from the TSP to all the Long Term Transmission Customers; or

d. Any of the representations and warranties made by the Long Term Transmission Customers in Article 17 of this Agreement being found to be untrue or inaccurate; or

e. If:

i. Any Long Term Transmission Customer becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or

ii. Any winding up or bankruptcy or insolvency order is passed against the Long Term Transmission Customer; or

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iii. The Long Term Transmission Customer goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that it shall not constitute a Long Term Transmission Customer Event of Default where such dissolution or liquidation of such Long Term Transmission Customer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement, similar to such Long Term Transmission Customer and expressly assumes all obligations of such Long Term Transmission Customer under this Agreement and is in a position to perform them;

13.3 Termination Procedure for TSP Event of Default

a. Upon the occurrence and continuance of any TSP's Event of Default under Article 13.1 the Majority Long Term Transmission Customers, through the Lead Long Term Transmission Customer, may serve notice on the TSP, with a copy to the Appropriate Commission and the Lenders' Representative, of their intention to terminate this Agreement (a "Long Term Transmission Customer's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Long Term Transmission Customer's Preliminary Termination Notice.

b. Following the issue of a Long Term Transmission Customer's Preliminary Termination Notice, the Consultation Period shall apply and would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

c. During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement, and the TSP shall not remove any material, equipment or any part of the Project, without prior consent of the Lead Long Term Transmission Customer.

d. Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Long Term Transmission Customers Preliminary Termination Notice shall have ceased to exist or shall have been remedied, the Long Term Transmission Customers may terminate this Agreement by giving written notice of thirty (30) days ("Long Term Transmission Customers' Termination Notice") to the TSP, with a copy to the Lenders' Representative and the Appropriate Commission. Unless the Lenders have exercised their rights of substitution as per the provisions of Article

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15.3 of this Agreement and the Appropriate Commission has agreed to such substitution rights of the Lenders or otherwise directed by the Appropriate Commission, this Agreement shall terminate on the date of expiry of such Long Term Transmission Customers' Termination Notice. Upon termination of the Agreement, the Lead Long Term Transmission Customer shall approach the Appropriate Commission seeking revocation of the Transmission License and further action as per the provisions of the Electricity Act, 2003.

13.4 Termination Procedure for Long Term Transmission Customers Event of Default

a. Upon the occurrence of a Long Term Transmission Customers Event of Default under Article 13.2, the TSP may serve notice on Long Term Transmission Customers, with a copy to the Appropriate Commission and the Lenders' Representative, of its intention to terminate this Agreement (a "TSP's Preliminary Termination Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such TSP's Preliminary termination Notice.

b. Following the issue of a TSP's Preliminary Termination Notice, the Consultation Period shall apply.

c. The Consultation Period would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

d. During the Consultation Period, both Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.

e. Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed or the circumstances giving rise to the TSP Preliminary Termination Notice shall have ceased to exist or shall have been remedied, the TSP may terminate this Agreement by giving written notice of thirty (30) days ("TSP's Termination Notice") to the Lead Long Term Transmission Customer, with a copy to the Lenders' Representative and the Appropriate Commission. Unless the Lenders have exercised their rights for substitution as per provisions of Article 15.3 of this Agreement and the Appropriate Commission has agreed to such substitution rights of the Lenders or otherwise directed by the Appropriate Commission, this Agreement shall terminate on the date of expiry of such Termination Notice.

13.5 Termination due to Force Majeure

13.5.1 In case the Parties could not reach an agreement pursuant to Article 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to

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be present, either Party shall have the right to cause termination of the Agreement. The Long Term Transmission Customers shall also have the right to cause termination of the Agreement and to approach the Appropriate Commission to seek further directions in this regard. In such an event, subject to the terms and conditions of the Financing Agreements, this Agreement shall terminate on the date of such Termination Notice. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.2.

13.5.2 In case of termination of this Agreement, the TSP shall provide to the Lead Long Term Transmission Customer the full names and addresses of its Contractors as well as complete designs, design drawings, manufacturing drawings, material specifications and technical information, as required by the Long Term Transmission Customers within 30 (thirty) days of Termination Notice.

13.6 Revocation of the Transmission License

13.6.1 The Appropriate Commission may, as per the provisions of the Electricity Act, 2003, revoke the Transmission License of the TSP. In the event of the revocation of the Transmission License, the Appropriate Commission would take necessary steps as per the provisions of the Electricity Act, 2003. Further the Long Term Transmission Customers reserve the right to terminate the Agreement in the event of the revocation of the Transmission License of the TSP by the Appropriate Commission.

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ARTICLE: 14

14 LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The TSP shall indemnify, defend and hold each Long Term Transmission Customer harmless against:

(a) Any and all third party claims, actions, suits or proceedings against the Long Term Transmission Customers for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the TSP of any of its obligations under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of Long Term Transmission Customers, its Contractors, servants or agents; and

(b) Any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Long Term Transmission Customers from third party claims arising by reason of:

i. A breach by the TSP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the TSP, for which specific remedies have been provided for under this Agreement) except to the extent that any such losses, damages, costs and expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of Long Term Transmission Customers, its Contractors, servants or agents or

ii. Any of the representations and warranties of the TSP under this Agreement being found to be inaccurate or untrue.

14.1.2 Each of the Long Term Transmission Customers shall indemnify, defend and hold the TSP harmless against:

(a) Any and all third party claims, actions, suits or proceedings against the TSP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the Long Term Transmission Customers of any of their obligations under this Agreement except to the extent that any such claim,

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action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents; and

(b) Any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the TSP from third party claims arising by reason of:

i. A breach by the Long Term Transmission Customers of any of their obligations under this Agreement (Provided that this Article 14 shall not apply to such breaches by Long Term Transmission Customers, for which specific remedies have been provided for under this Agreement.), except to the extent that any such Indemnifiable Losses have arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents or

ii. Any of the representations and warranties of the Long Term Transmission Customers under this Agreement being found to be inaccurate or untrue.

14.2 Patent Indemnity:

14.2.1

(a) The TSP shall, subject to the Long Term Transmission Customers compliance with Article 14.2.1 (b), indemnify and hold harmless the Long Term Transmission Customers and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Long Term Transmission Customers may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

Such indemnity shall not cover any use of the Project or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Agreement, any infringement resulting from the misuse of the Project or any part thereof, or any products produced in association or combination with any other equipment, plant or materials not supplied by the TSP, pursuant to the Agreement.

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(b) If any proceedings are brought or any claim is made against the Long Term Transmission Customers arising out of the matters referred to in Article 14.2.1(a), the Lead Long Term Transmission Customer shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Lead Long Term Transmission Customer of all actions taken in such proceedings or claims.

(c) If the TSP fails to notify the Lead Long Term Transmission Customer within twenty-eight (28) days after receipt of such notice from the Long Term Transmission Customers under Article 14.2.1(b) above, that it intends to attend any such proceedings or claim, then the Long Term Transmission Customers shall be free to attend the same on their own behalf at the cost of the TSP. Unless the TSP has so failed to notify the Lead Long Term Transmission Customer within the twenty eight (28) days period, the Lead Long Term Transmission Customer shall make no admission that may be prejudicial to the defence of any such proceedings or claims.

(d) The Lead Long Term Transmission Customer shall, at the TSP's request, afford all available assistance to the TSP in attending to such proceedings or claim, and shall be reimbursed by the TSP for all reasonable expenses incurred in so doing.

14.2.2

(a) The Long Term Transmission Customers, subject to the TSP's compliance with Article 14.2.2(b) shall indemnify and hold harmless the TSP and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the TSP may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

(b) If any proceedings are brought or any claim is made against the TSP arising out of the matters referred to in Article 14.2.2 (a) the TSP shall promptly give the Lead Long Term Transmission Customer a notice thereof, and the Long Term Transmission Customers shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The Lead Long Term Transmission Customer shall promptly

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notify the TSP of all actions taken in such proceedings or claims.

(c) If the Lead Long Term Transmission Customer fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Long Term Transmission Customers. Unless the Lead Long Term Transmission Customer has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

(d) The TSP shall, at the Long Term Transmission Customers request, afford all available assistance to the Long Term Transmission Customers in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission Customers for all reasonable expenses incurred in so doing.

14.3 Monetary Limitation of liability

14.3.1 A Party ("Indemnifying Party") shall be liable to indemnify the other Party ("Indemnified Party") under this Article 14 for any indemnity claims made in a Contract Year only up to an amount of **Rs. 3,11,25,555/= (Rupees Three Crore Eleven Lakh Twenty Five Thousand Five Hundred Fifty Five)**. With respect to each Long Term Transmission Customer, the above limit of **Rs. 3,11,25,555/= (Rupees Three Crore Eleven Lakh Twenty Five Thousand Five Hundred Fifty Five)** shall be divided in the ratio of their Allocated Project Capacity, as existing on the date of the indemnity claim.

14.4 Procedure for claiming indemnity

14.4.1 Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Articles 14.1 or 14.2 the Indemnified Party shall promptly notify the Indemnifying Party of such claim, proceeding, action or suit referred to in Articles 14.1 or 14.2 in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim, proceeding, action or suit. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice.

Provided however that, if:

i. The Parties choose to contest, defend or litigate such claim, action, suit or proceedings in accordance with Article 14.4.3

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below; and

ii. The claim amount is not required to be paid/deposited to such third party pending the resolution of the Dispute,

The Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is settled in favour of the Indemnified Party.

14.4.2 The Indemnified Party may contest, defend and litigate a claim, action, suit or proceeding for which it is entitled to be indemnified under Articles 14.1 or 14.2 and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified Party. However, such Indemnified Party shall not settle or compromise such claim, action, suit or proceedings without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

14.4.3 An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.5 Limitation on Liability

14.5.1 Except as expressly provided in this Agreement, neither the TSP nor the Long Term Transmission Customers nor their respective officers, directors, agents, employees or Affiliates (including, officers, directors, agents or employees of such Affiliates), shall be liable or responsible to the other Party or its Affiliates including its officers, directors, agents, employees, successors, insurers or permitted assigns for incidental, indirect or consequential, punitive or exemplary damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of transmission capacity or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of the Long Term Transmission Customers, the TSP or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.5.2 The Long Term Transmission Customers shall have no recourse against

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any officer, director or shareholder of the TSP or any Affiliate of the TSP or any of its officers, directors or shareholders for such claims excluded under this Article. The TSP shall also have no recourse against any officer, director or shareholder of Long Term Transmission Customers, or any Affiliate of Long Term Transmission Customers or any of its officers, directors or shareholders for such claims excluded under this Article.

14.6 Duty to Mitigate

The party entitled to the benefit of an indemnity under this Article 14 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

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ARTICLE: 15

15 ASSIGNMENTS AND CHARGES

15.1 Assignments:

15.1.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except as provided in Article 15.2.4.

15.2 Permitted Charges:

15.2.1 Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement.

15.2.2 However, the TSP may create any encumbrance over all or part of the receivables, Letter of Credit or the other assets of the Project in favour of the Lenders or the Lenders' Representative on their behalf, as security for amounts payable under the Financing Agreements and any other amounts agreed by the Parties.

Provided that:

i. The Lenders or the Lenders' Representative on their behalf shall have entered into the Financing Agreements and agreed in writing to the provisions of this Agreement; and

ii. Any encumbrance granted by the TSP in accordance with this Article 15.2.2 shall contain provisions pursuant to which the Lenders or the Lender's Representative on their behalf agrees unconditionally with the TSP to release from such encumbrances upon payment by the TSP to the Lenders of all amounts due under the Financing Agreements.

15.2.3 Article 15.2.1 does not apply to:

a. Liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of the TSP carrying out the Project;

b. Pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of the TSP carrying out the Project; or

c. Security arising out of retention of title provisions in relation to goods acquired in the ordinary course of the TSP carrying out the Project.

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15.2.4 Neither the TSP nor any of the Long Term Transmission Customers can relinquish or transfer its rights and obligations, without prior approval of the Appropriate Commission.

15.3 Substitution Rights of the Lenders

15.3.1 The TSP would need to operate and maintain the Project under the provisions of the Transmission License granted by the Appropriate Commission and the provisions of this Agreement and can not assign the Transmission License or transfer the Project or part thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Appropriate Commission.

15.3.2 However, in the case of default by the TSP in debt repayments, the Appropriate Commission may, on an application from the Lenders, assign the Transmission License to the nominee of the Lenders subject to the fulfilment of the qualification requirements and provisions of the Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006 or as amended from time to time.

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ARTICLE: 16

16 GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Delhi

16.2 Amicable Settlement:

16.2.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement, including its existence or validity or termination or whether during the execution of the Project or after its completion and whether prior to or after the abandonment of the Project or termination or breach of the Agreement by giving a written notice to the other Party, which shall contain:

(i) a description of the Dispute;

(ii) the grounds for such Dispute; and

(iii) all written material in support of its claim.

16.2.2 The other Party shall, within thirty (30) days of issue of notice issued under Article 16.2.1, furnish:

(i) counter-claim and defences, if any, regarding the Dispute; and

(ii) all written material in support of its defences and counter-claim.

16.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 16.2.1 if the other Party does not furnish any counter claim or defense under Article 16.2.2, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution:

16.3.1 Where any Dispute

i. Arises from a claim made by any Party regarding any provisions of

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this Agreement, , or

ii. Relates to any matter agreed to be referred to the Appropriate Commission, including those under Articles, 2.2.1, 2.3.1, 3.3.5, 5.1.2, 7.1.4, 7.1.5, 9.3.3, 10.9.6, 12.1.1, 12.2, 13, 15.2.4, 15.3, 16.3.3, and 18.17.1 hereof,

such Dispute shall be submitted to adjudication by the Appropriate Commission.

Appeal against the decisions of the Appropriate Commission shall be admissible only as per the provisions of the Electricity Act, 2003, as amended from time to time.

16.3.2 The obligations of the Long Term Transmission Customers under this Agreement towards the TSP shall not be affected in any manner by reason of inter-se disputes amongst the Long Term Transmission Customers.

16.3.3 Where any dispute is referred by the Appropriate Commission to be settled through arbitration process, such Dispute shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 and the Rules of the Indian Council of Arbitration, in accordance with the process specified in this Article.

(i) The Arbitration Tribunal shall consist of three arbitrators to be appointed in accordance with the Indian Council of Arbitration Rules

(ii) The place of arbitration shall be Delhi. The language of the arbitration shall be English.

(iii) The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.

(iv) The award shall be enforceable in any court having jurisdiction, subject to the applicable Laws.

(v) The provisions of this Article shall survive the termination of this Agreement for any reason whatsoever.

16.4 Parties to Perform Obligations:

Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 16.3 and save as the Appropriate Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto

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shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

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BSES Yamuna Power Limited

Haryana Power Purchase Centre

Jaipur Vidyut Vitran Nigam Limited

BSES Rajdhani Power Limited

Power Development Department, Govt. of Jammu & Kashmir

Uttarakhand Power Corporation Limited

Tata Power Delhi Distribution Limited

Punjab State Power Corporation Limited

U.P. Power Corporation Limited

New Delhi Municipal Council

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Gurgaon Palwal Transmission Limited

ARTICLE: 17

17 REPRESENTATION AND WARRANTIES

17.1 Representation and warranties of the Long Term Transmission Customers

17.1.1 Each Long Term Transmission Customer hereby represents and warrants to and agrees with the TSP as follows and acknowledges and confirms that the TSP is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;

b. This Agreement is enforceable against the said Long Term Transmission Customer in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of said Long Term Transmission Customer will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the said Long Term Transmission Customer is a Party or to which the said Long Term Transmission Customer is bound, which violation, default or power has not been waived;

d. The said Long Term Transmission Customer is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the said Long Term Transmission Customer;

e. There are no actions, suits, claims, proceedings or investigations pending or, to the best of the said Long Term Transmission Customer's knowledge, threatened in writing against the said Long Term Transmission Customer at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to comply with its obligations under this Agreement

17.1.2 Each of the said Long Term Transmission Customer makes all the representations and warranties above to be valid as on the date of this Agreement.

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17.2 Representation and Warranties of the TSP:

17.2.1 The TSP hereby represents and warrants to and agrees with the Long Term Transmission Customers as follows and acknowledges and confirms that the Long Term Transmission Customers is relying on such representations and warranties in connection with the transactions described in this Agreement:

a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;

b. This Agreement is enforceable against it in accordance with its terms;

c. The consummation of the transactions contemplated by this Agreement on the part of the TSP will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the TSP is a Party or to which the TSP is bound which violation, default or power has not been waived;

d. The TSP is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the TSP;

e. There are no actions, suits, claims, proceedings or investigations pending or, to the best of the TSP's knowledge, threatened in writing against the TSP at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this Agreement.

17.2.2 The TSP makes all the representations and warranties above to be valid as on the date of this Agreement.

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ARTICLE: 18

18 MISCELLANEOUS PROVISIONS

18.1 Lead Long Term Transmission Customer:

18.1.1 The Long Term Transmission Customers hereby appoint and authorise **"U.P Power Corporation Limited"** (hereinafter referred to as the "Lead Long Term Transmission Customer") to represent all the Long Term Transmission Customers for discharging the rights and obligations of the Long Term Transmission Customers, which are required to be undertaken by all the Long Term Transmission Customers. All the Long Term Transmission Customers shall follow and be bound by the decisions of the Lead Long Term Transmission Customer on all matters specified in the Schedule 8 of this Agreement. Accordingly each Long Term Transmission Customer agrees that any decision, communication, notice, action or inaction of the Lead Long Term Transmission Customer on such matters shall be deemed to have been on its/his behalf and shall be binding on each of the Long Term Transmission Customer. The TSP shall be entitled to rely upon any such action, decision or communication or notice from the Lead Long Term Transmission Customer. It is clarified that provisions under this Article 18.1 are not intended to and shall not render the Lead Long Term Transmission Customer liable to discharge Transmission Charges payments due to TSP from the other Long Term Transmission Customers.

18.1.2 The Long Term Transmission Customers hereby also appoint and authorise **"Punjab State Power Corporation Limited"** (hereinafter referred to as the "Alternate Lead Long Term Transmission Customer"), to act as Lead Long Term Transmission Customer as per the provisions of this Article 18.1.2, on the occurrence of any Event of Default specified in Article 13 by the Lead Long Term Transmission Customer. In such an event, the TSP may, at its option, within a period of fifteen (15) days from the date of issue of the TSP's Preliminary Termination Notice referred to in Article 13 and if the said default by the Lead Long Term Transmission Customer subsists, specify in writing to all the Long Term Transmission Customers that the Alternate Lead Long Term Transmission Customer shall thereafter act as the Lead Long Term Transmission Customer. In such a case, if the TSP so notifies, the Alternate Lead Long Term Transmission Customer shall, thereafter, act as Lead Long Term Transmission Customer for the purposes of this Agreement, and the Lead Long Term Transmission Customer earlier appointed under Article 18.1.1 shall automatically cease to be the Lead Long Term Transmission Customer. It is clarified that all decisions taken by the **"U.P Power Corporation Limited"** appointed under Article 18.1.1, in its capacity as Lead Long Term Transmission Customer before such change, shall

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continue to be valid, in accordance with this Agreement.

18.1.3 In the event of **"Punjab State Power Corporation Limited"** becoming the Lead Long Term Transmission Customer as per Article 18.1.2, all the Long Term Transmission Customers shall also appoint any of Long Term Transmission Customers, other than **"U.P Power Corporation Limited"**, appointed under Article 18.1.1, as an Alternate Lead Long Term Transmission Customer and thereafter the provisions of Article 18.1.2 shall be applicable.

18.1.4 Notwithstanding anything contained above, any decision which is required to be taken by the Long Term Transmission Customers jointly under the provisions of Article 13, shall be taken by all the Long Term Transmission Customers and in case of difference amongst the Long Term Transmission Customers, the said decision shall be taken by the Majority Long Term Transmission Customers, as defined in Article 18.1.5 below.

18.1.5 Any decision taken by Long Term Transmission Customers, who taken together constitute sixty five percent (65%) of the Allocated Project Capacity and constitute in number at least fifty percent (50%) of the total number of Long Term Transmission Customers (hereinafter referred to as "Majority Long Term Transmission Customers"), shall be binding on the Lead Long Term Transmission Customer and all other Long Term Transmission Customers. Majority Long Term Transmission Customers shall also have the right to replace the Lead Long Term Transmission Customer by any other Long Term Transmission Customer of their choice. All decisions taken by the Majority Long Term Transmission Customers in this Agreement shall be conveyed by the Lead Long Term Transmission Customer.

18.2 Equity Lock-in Commitment:

18.2.1 The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of **Gurgaon- Palwal Transmission Limited** shall not be less than the following:

(a) Fifty one percent (51%) up to a period of two (2) years after COD of the Project; and

(b) Twenty six percent (26%) for a period of three (3) years thereafter

Provided that in case the Lead Member or Bidding Company is holding equity through Affiliate/s, Ultimate Parent Company or Parent Company, such restriction as specified in (a) and (b) above shall apply to such entities.

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Provided further, that in case the Selected Bidder is a Bidding Consortium, the Lead Member shall continue to hold equity of at least twenty six percent (26%) upto a period of five (5) years after COD of the Project and any Member of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified in (a) and (b) above.

18.2.2 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company of the Selected Bidder, subject to the second proviso to Article 18.2.1, then such Affiliate, Parent Company or Ultimate Parent Company shall be eligible to transfer its shareholding in **Gurgaon- Palwal Transmission Limited** to another Affiliate or to the Parent Company / Ultimate Parent Company of the Selected Bidder. If any such shareholding entity, qualifying as an Affiliate / Parent Company / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company of the Selected Bidder.

18.2.3 Subject to Article 18.2.1, all transfer(s) of shareholding of **Gurgaon-Palwal Transmission Limited** by any of the entities referred to in Article 18.2.1 and 18.2.2 above, shall be after prior written permission from the Lead Long Term Transmission Customer.

18.2.4 For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in **Gurgaon- Palwal Transmission Limited** shall be computed in accordance with the example given below:

If the Parent Company or the Ultimate Parent Company of the Selected Bidder A directly holds thirty percent (30%) of the equity in **Gurgaon-Palwal Transmission Limited**, then holding of Selected Bidder A in **Gurgaon- Palwal Transmission Limited** shall be thirty percent (30%);

If Selected Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in **Gurgaon- Palwal Transmission Limited**, then, for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in **Gurgaon- Palwal Transmission Limited** shall be fifteen percent (15%), (i.e., 30%* 50%)

18.2.5 The provisions as contained in this Article 18.2 shall override the terms of the consortium agreement submitted as part of the Bid.

18.2.6 The TSP shall be responsible to report, within thirty (30) days from the

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occurrence of any event that would result in any change in the equity holding structure from that existed as on the date of signing of the Share Purchase Agreement. In such cases, the Lead Long Term Transmission Customer would reserve the right to ascertain the equity holding structure and to call for all such required documents / information/clarifications as may be required.

18.3 Language:

18.3.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

18.3.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

18.4 Affirmation

The TSP and the Long Term Transmission Customers, each affirm that:

1. neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and

2. it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this Agreement, and the TSP and the Long Term Transmission Customers hereby undertake not to engage in any similar acts during the Term of Agreement.

18.5 Severability

The invalidity or enforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

18.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same Agreement.

18.7 Breach of Obligations

The Parties acknowledge that a breach of any of the obligations contained

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herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

18.8 Nomination Restriction

Notwithstanding anything contained to the contrary in this Agreement, wherever a reference is made to the right of a Long Term Transmission Customer to nominate a third Party to receive benefits under this Agreement, such Third Party shall have a financial standing comparable to that of the Long Term Transmission Customer in question.

18.9 Commercial Acts

The Long Term Transmission Customers and the TSP unconditionally and irrevocably agree that the execution, delivery and performance by each of them of this Agreement and any other RFP Project Document to which it is a Party constitute private and commercial acts rather than public or governmental acts;

18.10 Restriction of Shareholders/Owners Liability

18.10.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement.

18.10.2 Further, the financial liabilities of the shareholder/s of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956.

18.11 Taxes and Duties:

18.11.1 The TSP shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/levied on the TSP, its Contractors or their employees that are required to be paid by the TSP as per the Law in relation to the execution of the Project and for providing Transmission Service as per the terms of this Agreement.

18.11.2 Long Term Transmission Customers shall be indemnified and held harmless by the TSP against any claims that may be made against Long Term Transmission Customers in relation to the matters set out in Article 18.11.1.

18.11.3 Long Term Transmission Customers shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the TSP by the Long Term Transmission Customers on behalf of TSP

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or its personnel, provided the TSP has consented in writing to Long Term Transmission Customers for such work, which consent shall not be unreasonably withheld.

18.12 No Consequential or Indirect Losses

The liability of the TSP and the Long Term Transmission Customers shall be limited to that explicitly provided in this Agreement.

Provided that, notwithstanding anything contained in this Agreement, under no event shall the Long Term Transmission Customers or the TSP claim from one another any indirect or consequential losses or damages.

18.13 Discretion:

Except where this Agreement expressly requires a Party to act fairly or reasonably, a Party may exercise any discretion given to it under this Agreement in any way it deems fit.

18.14 Confidentiality

18.14.1 The Parties undertake to hold in confidence this Agreement and RFP Project Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

(a) To their professional advisors;
(b) To their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
(c) Disclosures required under Law

without the prior written consent of the other Parties.

Provided that the TSP agrees and acknowledges that any of the Long Term Transmission Customers may at any time, disclose the terms and conditions of the Agreement and the RFP Project Documents to any person, to the extent stipulated under the Law and the Competitive Bidding Guidelines.

18.15 Order of priority in application:

In case of inconsistencies between the terms and conditions stipulated in Transmission License issued by Appropriate Commission to the TSP, agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- Terms and Conditions of Transmission License
- Applicable Law, rules and regulations framed thereunder,
- this Agreement.

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18.16 Independent Entity:

18.16.1 The TSP shall be an independent entity performing its obligations pursuant to the Agreement.

18.16.2 Subject to the provisions of the Agreement, the TSP shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the TSP or Contractors engaged by the TSP in connection with the performance of the Agreement shall be under the complete control of the TSP and shall not be deemed to be employees, representatives, Contractors of Long Term Transmission Customers and nothing contained in the Agreement or in any agreement or contract awarded by the TSP shall be construed to create any contractual relationship between any such employees, representatives or Contractors and the Long Term Transmission Customers.

18.17 Amendments:

18.17.1 This Agreement may only be amended or supplemented by a written agreement between the Parties and after obtaining approval of the Appropriate Commission, where necessary.

18.18 Waiver:

18.18.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party:

18.18.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

18.19 Relationship of the Parties:

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership or agency or any such other relationship between the Parties or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

18.20 Entirety:

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18.20.1 This Agreement along with its sections, schedules and appendices is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.

18.20.2 Except as provided in this Agreement, all prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement or the provision of Transmission Service under this Agreement to the Long Term Transmission Customers by the TSP shall stand superseded and abrogated.

18.21 Notices:

18.21.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language

18.21.2 If to the TSP, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addressee below:

Gurgaon- Palwal Transmission Limited

Address : First Floor, Urjanidhi-1, Barakhamba Lane, Connaught place, New Delhi - 110001

.....

Attention

Email

Fax. No.

Telephone No.

18.21.3 If to the Long Term Transmission Customers, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addresses below:

1. **UTC- Chandigarh**

Address : S.E. Electy, 'OP' Circle, Room No. 511, 5th Floor, U.T. Secth., Deluxe Building, Sec-9, Chandigarh.

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Attention	:	Er. M.P. Singh.
Email	:	seelecty@gmail.com
Fax. No.	:	0172-2740505
Telephone No	:	0172-2740475

2. BSES Yamuna Power Limited

Address : Sunil Kumar Kakkar
Asstt. Vice President (PMG)
BSES Yamuna Power Ltd
2nd Floor,Shakti Kiran Bldg.
Karkardooma,New Delhi-110092

Attention	:	
Email	:	sunil.kumar@relianceada.com
Fax. No.	:	011-39992076
Telephone No	:	011-39992002

3. BSES Rajdhani Power Limited

Address : SANJAY SRIVASTAV
Head Power Management Group
BSES Rajdhani Power Ltd.
BSES Bhawan, Nehru Place
New Delhi - 110019

Attention	:	
Email	:	sanjay.srivastav@relianceada.com
Fax. No.	:	011-39999454
Telephone No	:	011-39999036

Sanjay Kumar Banga
Chief - Power Mgt., Contracts & BD
TATA Power Delhi Distribution Ltd

4. Tata Power Delhi Distribution Limited

Address : Hudson Lines, Kingsway Camp
Delhi-110009

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Attention :
Email : sanjay.banga@tatapower-ddl.com
Fax. No. : 011-27468042
Telephone No : 011 - 66112231

5. New Delhi Municipal Council

Address : .....
MR. AMIN AHMED TAZIR
Director (Power)
New Delhi Municipal Council
Palika Kendra, New Delhi
.....

Attention :
Email : Director.it@ndmc.gov.in
Fax. No. :
Telephone No : 011-23364210

6. Himachal Pradesh State Electricity Board Limited

Address : .....
Chief Engineer (SO)
HPSEBL, Vidyut Bhawan,
Shimla-171004
.....

Attention : ER SUNEEL GROVER
Email : cesop@hpseb.in
Fax. No. :
Telephone No : 0177-2657901

7. Haryana Power Purchase Centre

Address : .....
EXECUTIVE ENGINEER
H.P.P.C., PANCHKULA
.....

Attention : PAWAN BAINS
Email : ehppc@gmail.com

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Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

Fax. No.
Telephone No : 0172-2587392

8. Power Development Department, Govt. of Jammu & Kashmir

Address :

Chief Engineer/PP&R,
PSPCL, Patiala.

Chief Engineer
Commercial & Survey Wing
P.D.D J&K Srinagar

Attention :
Email : ce-pp@pspcl.in ceconsjmu@gmail.com
Fax. No. 0175-230698 0194-2492431
Telephone No : 0175-230534 0194-2474233

9. Punjab State Power Corporation Limited

Address :

... engineer/PP&R,
PSPCL, Patiala.

Attention :
Email : ce-pp@pspcl.in
Fax. No. 0175-230698
Telephone No : 0175-230534

10. Ajmer Vidyut Vitran Nigam Limited

Address :

Director (Power Trading)
J.V.V.N.L, JAIPUR

Attention :
Email : dirpt@jvvnl.in
Fax. No.
Telephone No : 0141-2744934

UTC- Chandigarh | BSES Yamuna Power Limited | BSES Rajdhani Power Limited | Tata Power Delhi Distribution Limited | New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

11. Jodhpur Vidyut Vitran Nigam Limited

Address : .....

Director (Power Trading)
J.V.V.N.L., JAIPUR

Attention :
Email : dirpt@jvvnl.in
Fax. No.
Telephone No : 0141 – 2744934

12. Jaipur Vidyut Vitran Nigam Limited

Address : .....

Director (Power Trading)
J.V.V.N.L., JAIPUR

Attention :
Email : dirpt@jvvnl.in
Fax. No.
Telephone No : 0141 - 2744934

13. Uttarakhand Power Corporation Limited

Address : V.C.V. Gabbar Singh Bhawan
Kanwali Road
Dehradun

Attention :
Email : cgmupcl@yahoo.com
Fax. No.
Telephone No : 8475822221

Superintending Engineer (Commercial)
UPCL, Urja Bhawan, Dehradun

14. U.P. Power Corporation Limited

Address : .....(वी॰ पी॰ श्रीवास्तव).....
मुख्य अभियन्ता (पी॰पी॰ए॰)
.....उत्तर प्रदेश पावर कारपोरेशन लि॰.....
शक्ति भवन विस्तार, लखनऊ

UTC- Chandigarh | BSES Yamuna Power Limited | BSES Rajdhani Power Limited | Tata Power Delhi Distribution Limited | New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

Attention	:	
Email	:	ceppa2009@gmail.com
Fax. No.		
Telephone No	:	(0522) 2218812

18.21.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

18.21.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

18.22 Fraudulent and Corrupt Practices

18.22.1 The TSP and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Long Term Transmission Customer(s) may terminate the Agreement without being liable in any manner whatsoever to the TSP, if it determines that the TSP has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Long Term Transmission Customer(s) shall forfeit the Contract Performance Guarantee, without prejudice to any other right or remedy that may be available to the Long Term Transmission Customer(s) hereunder or subsistence otherwise.

18.22.2 Without prejudice to the rights of the Long Term Transmission Customer(s) under Clause 18.22.1 hereinabove and the rights and remedies which the Long Term Transmission Customer(s) may have under this Agreement, if a TSP is found by the Long Term Transmission Customer(s) to have directly or indirectly or through an agent, engaged

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Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of Letter of Intent (hereinafter referred to as LoI) or after the execution of the TSA, the Long Term Transmission Customer(s) may terminate the Agreement without being liable in any manner whatsoever to the TSP. Further, the TSP shall not be eligible to participate in any tender or RFP issued by the Long Term Transmission Customer(s) during a period of 2 (two) years from the date such TSP is found by the Long Term Transmission Customer(s) to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

18.22.3 For the purposes of this Clause 18.22, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BPC who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LoI or has dealt with matters concerning the TSA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BPC, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LoI or after the execution of the TSA, as the case may be, any person in respect of any matter relating to the Project or the LoI or the TSA, who at any time has been or is a legal, financial or technical adviser of the BPC in relation to any matter concerning the Project;

(b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;

(c) **"Coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;

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Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

(d) "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the BPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and

(e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid process;

18.23 Compliance with Law:

Despite anything contained in this Agreement but without prejudice to Article 12, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE AND PLACE AS SET FORTH ABOVE.

1. For and on behalf of **"Gurgaon- Palwal Transmission Limited "**

Signature: .....

Name: H. K. DAS

Designation: Project Incharge

Address: First Floor. "Urjanidhi", 1, Barakhamba Lane
Connaught Place, New Delhi – 110001

2. For and on behalf of **"UTC- Chandigarh"**

Signature :

Name : Er. M. P. Singh

Designation : Superintending Engineer
Electricity operation Circle
UT, Chandigarh

UTC- Chandigarh | BSES Yamuna Power Limited | BSES Rajdhani Power Limited | Tata Power Delhi Distribution Limited | New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

Address : Room No. 511, 5TH Floor,
U.T. Secttl., Delux Building
.....
Sector-9-D, Chandigarh.
.....

3. For and on behalf of **"BSES Yamuna Power Limited"**

Signature :
Name :
Designation :
Address : .....
.....
.....

Sunil Kumar Kakkar
Asstt.Vice President (PMG)
BSES Yamuna Power Ltd
2nd Floor,Shakti Kiran Bldg.
Karkardooma,New Delhi-110092

4. For and on behalf of **"BSES Rajdhani Power Limited"**

Signature :
Name :
Designation :
Address : .....
.....
.....

SANJAY SRIVASTAV
Head,Power Management Group
BSES Rajdhani Power Ltd.
BSES Bhawan, Nehru Place
New Delhi - 110019

5. For and on behalf of **"Tata Power Delhi Distribution Limited"**

Signature :
Name : Sanjay Kumar Banga
Designation : Vice President
Address : .....
Corporate Office, Hudson Lines,
Kingsway Camp, Delhi - 110009

Sanjay Kumar Banga
Chief - Power Mgt., Contracts & BD
TATA Power Delhi Distribution Ltd.

UTC- Chandigarh | BSES Yamuna Power Limited | BSES Rajdhani Power Limited | Tata Power Delhi Distribution Limited | New Delhi Municipal Council
Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited
Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

6. For and on behalf of **"New Delhi Municipal Council"**

Signature :
Name :
Designation :
Address : .....

MR. AMIN AHMED TAZIR
Director (Power)
New Delhi Municipal Council
Palika Kendra, New Delhi

7. For and on behalf of **"Himachal Pradesh State Electricity Board Limited"**

Signature :
Name : Er. Suneel Grover
Designation :
Address : .....

Chief Engineer (SO&C)
HPSEBL, Vidyut Bhawan,
Shimla-171004

8. For and on behalf of **"Haryana Power Purchase Centre"**

Signature :
Name : PAWAN BAINS
Designation : XEN
Address : .....

O/o CE/HPPC, Shakti Bhawan,
Sector-6, Panchkula.

9. For and on behalf of **"Power Development Department, Govt. of Jammu & Kashmir"**

Signature :
Name : Er. Shahroz Soni
Designation : Chief Engineer

UT- Chandigarh | BSES Yamuna Power Limited | BSES Rajdhani Power Limited | Tata Power Delhi Distribution Limited | New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

Address : Chief Engineer
Commercial & Survey Wing
P.D.D. J&K Srinagar
Power Development Department
Srinagar

10. For and on behalf of "**Punjab State Power Corporation Limited.**"

Signature :
Name : E. Balwad
Designation :
Address : Chief Engineer/PP&R,
PSPCL, Patiala.

11. For and on behalf of "**Ajmer Vidyut Vitran Nigam Limited.**"

Signature :
Name : T. P. S. Dhillon
Designation :
Address : Director (Power Trading)
J.V.V.N.L., JAIPUR

12. For and on behalf of "**Jodhpur Vidyut Vitran Nigam Limited**"

Signature :
Name : T. P. S. Dhillon
Designation :
Address : Director (Power Trading)
J.V.V.N.L., JAIPUR

UTC- Chandigarh	BSES Yamuna Power Limited	BSES Rajdhani Power Limited	Tata Power Delhi Distribution Limited	New Delhi Municipal Council
Himachal Pradesh State Electricity Board Limited	Haryana Power Purchase Centre	Power Development Department, Govt. of Jammu & Kashmir	Punjab State Power Corporation Limited	Ajmer Vidyut Vitran Nigam Limited
Jodhpur Vidyut Vitran Nigam Limited	Jaipur Vidyut Vitran Nigam Limited	Uttarakhand Power Corporation Limited	U.P. Power Corporation Limited	Gurgaon Palwal Transmission Limited

13. For and on behalf of "**Jaipur Vidyut Vitran Nigam Limited**"

Signature :
Name : T. P. S. Dhillon
Designation :
Address : .....
Director (Power Trading)
...J.V.V.N.L., JAIPUR.....

.....

14. For and on behalf of "**Uttarakhand Power Corporation Limited**"

Signature :
Name : Sunil Vaid
Designation : S.E (Comm)
Address : V.E.V Gaba Singh Bhawan
Dehradun
Superintending Engineer (Comml)
UPCL, Urja Bhawan, Dehradun

.....

15. For and on behalf of "**U.P. Power Corporation Limited**"

Signature :
Name :
Designation : (पी० पी० श्रीवास्तव)
Address : .....मुख्य अभियन्ता (वितरण).....
उ०प्र० पावर कारपोरेशन लि०
शक्ति भवन, विस्तार, लखनऊ.....

.....

WITNESSES:

1. For and on behalf of Power Grid Corp of India

Signature .....V. Thiagarajan.....

Name: वी. थियागराजन / V. THIAGARAJAN
उप महाप्रबंधक (केंद्रीय पारेषण योजना-संचालन)
Dy. General Manager (CTU-Planning)
पावर ग्रिड कारपोरेशन ऑफ इंडिया लि०
Power Grid Corporation of India Ltd.
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
Plot No.-2, Sector-29, Gurgaon-122 001 (Haryana)

Designation:

Address:

UTC- Chandigarh | BSES Yamuna Power Limited | BSES Rajdhani Power Limited | Tata Power Delhi Distribution Limited | New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

SCHEDULES

UTC- Chandigarh

BSES Yamuna Power Limited

BSES Rajdhani Power Limited

Tata Power Delhi Distribution Limited

New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited

Haryana Power Purchase Centre

Power Development Department, Govt. of Jammu & Kashmir

Punjab State Power Corporation Limited

Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited

Jaipur Vidyut Vitran Nigam Limited

Uttarakhand Power Corporation Limited

U.P. Power Corporation Limited

Gurgaon Palwal Transmission Limited

Schedule : 1

[Note: As referred to in the recital of this Agreement and in the definition of "Long Term Transmission Customers" in this Agreement]

Sl. No.	Name of the Long Term Transmission Customer	Address of Registered Office	Allocated Project Capacity (In MW)
1.	UTC- Chandigarh		As per PoC Mechanism prescribed by CERC
2.	BSES Yamuna Power Limited		As per PoC Mechanism prescribed by CERC
3.	BSES Rajdhani Power Limited		As per PoC Mechanism prescribed by CERC
4.	Tata Power Delhi Distribution Limited		As per PoC Mechanism prescribed by CERC
5.	New Delhi Municipal Council		As per PoC Mechanism prescribed by CERC
6.	Himachal Pradesh State Electricity Board Limited		As per PoC Mechanism prescribed by CERC
7.	Haryana Power Purchase Centre		As per PoC Mechanism prescribed by CERC
8.	Power Development Department, Govt. of Jammu & Kashmir		As per PoC Mechanism prescribed by CERC
9.	Punjab State Power Corporation Limited		As per PoC Mechanism prescribed by CERC
10.	Ajmer Vidyut Vitran Nigam Limited		As per PoC Mechanism prescribed by CERC
11.	Jodhpur Vidyut Vitran Nigam Limited		As per PoC Mechanism prescribed by CERC
12.	Jaipur Vidyut Vitran Nigam		As per PoC

UTC- Chandigarh | BSES Yamuna Power Limited | BSES Rajdhani Power Limited | Tata Power Delhi Distribution Limited | New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

Sl. No.	Name of the Long Term Transmission Customer	Address of Registered Office	Allocated Project Capacity (in MW)
	Limited		Mechanism prescribed by CERC
13.	Uttarakhand Power Corporation Limited		As per PoC Mechanism prescribed by CERC
14.	U.P. Power Corporation Limited		As per PoC Mechanism prescribed by CERC

Note:

A. **The above list of Long Term Transmission Customers is on date. Any addition or deletion in this list after the award of LoI shall be duly notified to the parties to the TSA.**

B. **The new Long Term Transmission Customers shall become a party to the TSA after agreeing to the terms and conditions of the TSA and signing a Supplemental Agreement as annexed in Schedule 12 to the TSA.**

C. **The transmission scheme would be included in National Transmission Pool for recovering transmission charges through PoC mechanism.**

D. **While the bidding is being done on the basis of existing SBDs, and the list of LTTC is being provided as per the format of the existing SBDs, the transmission charges will be shared and recovered as per the applicable CERC regulation and will be recovered by the CTU from the Designated ISTS customers (DICs) and disbursed to the TSPs as per the Revenue Sharing Agreement.**

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Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

Schedule : 2

Project Description and Scope of Project

1. Project Description

To meet the growing load demand in Gurgaon and Palwal areas & to serve the consumers with reliable power, establishment of three nos. of 2X500MVA, 400/200kV substations at Sohna Road, Kadarpur & Prithla alongwith associated 400kV connectivity have been agreed. 400/200kV Sohna Road S/s has been proposed to cater to the load demand of sector 58 to 67 of Gurgaon whereas 400/200kV Kadarpur S/s has been proposed to cater to sector 68 to sector 80 loads of Gurgaon. The 400/220kV Prithla substation would feed Palwal, Rangla Rajpur & Meerpur Kurah substations of Haryana & adjoining areas. Prithla substation will be connected to ISTS grid at 400kV to Aligarh(PG) 765kV switching station and 400kV level would be created at Aligarh(PG) 765kV switching station.

The transmission scheme has been discussed and agreed in the 35th and 36th meeting of Standing Committee of Power System Planning in Northern Region held on 3/11/14 & 13/7/15. Further, the scheme was agreed to be executed under TBCB in the 34th meeting of Empowered Committee on Transmission held on 13/04/15.

2. Scope

Scope of works for the Transmission scheme "Creation of new 400kV GIS Substations in Gurgaon and Palwal area as a part of ISTS"

S. No.	Transmission System associated with "Creation of new 400kV GIS Substations in Gurgaon and Palwal area as a part of ISTS"
1	Aligarh- Prithala 400 kV D/c HTLS line
2	Prithala- Kadarpur 400 kV D/c HTLS line
3	Kadarpur-Sohna Road 400 kV D/c HTLS line
4	LILO of Gurgaon-Manesar 400 kV D/c Quad line at Sohna Road S/s

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Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

5	Neemrana (PG)- Dhanonda (HVPNL) 400 kV D/c HTLS line
6	Creation of 400/220 kV, 2X500 MVA GIS Substation at Kadarpur in Gurgaon area along with 1 No. of 125 MVAR Bus Reactor **400 kV bay requirements** Line bays : 4 nos. ICT bays : 2 nos Bus Reactor Bays . : 1 no. Bus Reactor (125 MVAR): 1 no. **220 kV bay requirements** Line bays : 8 nos. ICT bays : 2 nos **Provision for Future Expansion** i) 2x500 MVA 400/220 kV ICTs ii) 4 Nos. of 400 kV line bays iii) 2 Nos. of ICT Bays at 400 kV side iv) 8 Nos. of 220 kV line bays v) 2 Nos. of ICT Bays at 220 kV side
7	Creation of 400/220 kV, 2X500 MVA GIS substation at Sohna Road in Gurgaon area along with 1 No. of 125 MVAR Bus Reactor **400 kV bay requirements** Line bays : 6 nos. ICT bays : 2 nos Bus Reactor Bays . : 1 no. Bus Reactor (125 MVAR): 1 no. **220 kV bay requirements** Line bays : 8 nos. ICT bays : 2 nos **Provision for Future Expansion** i) 2x500 MVA 400/220 kV ICTs ii) 4 Nos. of 400 kV line bays iii) 2 Nos. of ICT Bays at 400 kV side iv) 8 Nos. of 220 kV line bays v) 2 Nos. of ICT Bays at 220 kV side

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Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

8	Creation of 400/220 kV, 2X500 MVA GIS substation at Prithala in Palwal area along with 1 No. of 125 MVAR Bus Reactor **400 kV bay requirements** Line bays : 4 nos. ICT bays : 2 nos Bus Reactor Bays. : 1 no. Bus Reactor (125 MVAR): 1 no. **220 kV bay requirements** Line bays : 8 nos. ICT bays : 2 nos **Provision for Future Expansion** i) 2x500 MVA 400/220 kV ICTs ii) 4 Nos. of 400 kV line bays iii) 2 Nos. of ICT Bays at 400 kV side iv) 8 Nos. of 220 kV line bays v) 2 Nos. of ICT Bays at 220 kV side
9	2 Nos. of 400kV line bays at 400kV Dhonanda (HVPNL) substation

Note:

i) POWERGRID to provide 2x1500 MVA 765/400 kV ICTs at Aligarh along with 2 Nos. of 400 kV line bays for termination of Aligarh-Prithala 400 kV D/c line.

ii) HVPNL to provide space for 2 Nos. of 400 kV line bays at their Dhanonda 400 kV substation and POWERGRID to provide 2 Nos. of line bays at Neemrana 400 kV substation for Neemrana-Dhanonda 400 kV D/c (HTLS) line.

SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINES

i) The Tower shall be fully galvanized using mild steel or/and high tensile steel sections. Bolts and nuts with spring washer are to be used for connection.

ii) IS Steel section of tested quality in conformity with IS 2062:2011, grade E 250 (Designated Yield Strength 250 Mpa) and/or grade E 350 (Designated Yield Strength 350 Mpa) are to be used in towers, extensions, gantry structures and stub setting templates. The contractor can use other equivalent grade of structural steel angle sections and plates conforming to latest International

Standards. However, use of steel grade having designated yield strength more than that of EN 10025 grade S355 JR/JO (designated yield strength 355 Mpa) is not permitted. The steel used for fabrication of towers shall be manufactured by primary steel producers only.

iii) Towers shall be designed as per latest revision of IS-802 considering wind zone as per IS-875. In addition to design conditions & stipulations in present IS-802, tower design wind pressure under security condition shall be 75 % of full wind pressure for suspension towers. As per CEA's technical standards for construction of lines Regulation 2010, Transmission Service Provider (TSP) may adopt any additional loading/ design criteria for ensuring reliability of the line, if so desired and/ or deemed necessary.

iv) The conductor configuration shall be as follows:-

a) For 400 kV D/C transmission lines with Quad Moose conductor:-

ACSR Conductor specified	Equivalent AAAC conductor based on 53.5% conductivity of Al Alloy	Stranding details of AAAC Conductor	Sub-conductor Spacing
Moose : Stranding 54/3.53mm-Al + 7/3.53 mm-Steel, 528.5 sq mm, Aluminium area, 31.77mm diameter	31.95mm diameter; 604 sq.mm Aluminium alloy area	61/3.55mm	457 mm

Note: The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C for both ACSR as well as AAAC.

b) For 400 kV D/C transmission lines with Twin HTLS conductor:-

Ampacity of Twin bundle HTLS conductor	Sub-conductor Spacing
3150 Amperes	450 mm

v) The required phase to phase spacing and horizontal spacing for the lines shall be governed by the tower design as well as minimum live metal clearances for 400kV voltage level under different insulator swing angles.

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Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

The minimum live metal clearances for 400 kV D/C transmission lines shall be considered as follows:

(i) Under stationary conditions

From tower body: 3.05m

(ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (22°)	3.05 mtrs
b) Swing angle (44°)	1.86 mtrs

However, the phase to phase spacing shall not be less than 8 m.

vi) The minimum ground clearance shall be 8.84m so that maximum electric field does not exceed 10kV/m within the ROW and does not exceed 5kV/m at the edge of the ROW as per international guidelines.

vii) The minimum mid span separation between earthwire and conductor shall be 9.0 m. Shielding angle shall not exceed 20 deg.

viii) The switching impulse withstand voltage (wet) for 400kV line shall be 1050 kVp.

ix) The Fault current for design of line shall be 50 kA for 1 sec for 400 kV

x) The lines shall be designed for very heavy pollution level (creepage of 31mm/kV as per IEC-60815). Silicone rubber polymer insulators shall be used for the transmission lines.

SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed sub-station shall be gas insulated type generally confirming to the requirement of CEA regulation for construction of sub-station.

1.0 Salient features of 400/220KV GIS Sub station Equipment and Facilities

The design and specification of substation equipment are to be governed by the following factors:

2.0 Insulation Coordination

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420 KV System would be designed to limit the Switching overvoltage to 2.5 pu and is expected to decay to 1.5 p.u. in 5 to 6 cycles. Consistent with these values and protective levels provided by lightning arrestors, the following insulation levels are proposed to be adopted for 420 KV & 245kV systems:

		420 KV	245kV
a.	Impulse withstand voltage for - Transformer and reactors - for Other Equipment	1300 kVP 1425 kVP	950 kVP 1050 kVP
b.	Switching surge withstand voltage	1050 kVP	
c.	Minimum creepage distance	13020 mm	7595 mm
d.	Max. fault current	50 kA	40 KA
e.	Duration of fault	1 Sec	1 Sec
f.	Corona extinction voltage	320kV rms	156kV rms

3.0 Switching Schemes

It is essential that the system should remain secured even under conditions of major equipment or bus-bar failure. Sub-stations being the main connection points have large influence on the security of the system as a whole. The selection of the bus switching scheme is governed by the various technical and other related factors. One & Half breaker bus scheme has been considered for 400kV substation and Double Main bus scheme for the 220kV side due to their merits in terms of reliability, security, operational flexibility and ease of maintenance of equipments.

Substation	400kV side	220kV side
400/220kV, 2X 500 MVA GIS Substation at Khadarpur in Gurgaon.	One & half breaker	Double Main
400/220kV, 2X 500 MVA GIS Substation at Sohna road in	One & half breaker	Double Main

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Gurgaon.		
400/220kV, 2X 500 MVA GIS Substation at Prithala in Palwal	One & half breaker	Double Main
Extension of Dhonanda(HVPNL) S/s	May be taken from HVPNL	-

4.0 Substation Equipment and Facilities

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All equipments shall be designed considering the transmission line capacity.

Current rating for various feeders & bus bar are as follows

S.No	Description of bay	400 kV	220 kV
1	Bus Bar	4000A	3000A
2	Line bays	3150A	2000A
3	ICT bays	2000A	2000A
4	Bus Reactor bays	2000A	NA
5	Bus coupler bays	NA	3000A

4.1 400/220KV GIS Substation equipments

GIS (Gas Insulated Switchgear) shall be indoor type and in accordance to IEC: 62271-203. The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All the switchgear such as Circuit Breaker, isolator, earth switch including CT, PT etc. shall be GIS type. Surge Arrestors used for transformer/Reactor connections will be AIS or GIS type. 400kV scheme shall be designed in such a way that it shall be possible to use line reactors (if provided) as bus reactors, in case of outage of line, to control bus voltage. Local control cabinets (LCC) shall be provided as per requirement. The alarm & annunciation of GIS equipment shall be wired to SCADA System.

4.1.1 Circuit Breakers

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GIS Circuit breakers shall in general be of C2-M2 class and comply to IEC-62271-100. The rated break time shall not exceed 40 ms for 420KV and 60 ms for 245kV and 145KV circuit breakers. 420 kV & 245 kV Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 420 KV lines wherever required shall be provided with pre insertion closing resistor of about 400 ohms with 8 ms insertion time for lines longer than 200 kM. The short line fault capacity shall be same as the rated capacity and this is proposed to be achieved without use of opening resistors. Control switching device shall be provided in Circuit breaker of switchable line reactor and in Main & Tie circuit breakers of Transformers, line with non-switchable line reactors and Bus reactors. Further, it shall be possible to use line reactors as bus reactors, in case of outage of line.

4.1.2 Isolators

The isolators shall comply to IEC 62271-102 in general. Isolators shall be motor operated. Earth switches are provided at various locations to facilitate maintenance. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. All earth switches shall be motor operated type.

4.1.3 Current Transformers

Current Transformers shall comply with IEC 60044-1 in general. All ratios shall be obtained by secondary taps. Generally, Current Transformers (CT) shall have five cores (four for protection and one for metering) whereas, CT in Tie bays shall have six cores (four for protections & two for metering) suitably distributed on both sides of CB. The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. Accuracy class for protection core shall be PS and for metering core it shall be 0.2S.

4.1.4 Voltage Transformer

The voltage transformers shall conform to IEC- 60044-2. Voltage transformers shall be of the electromagnetic type with SF6 gas insulation. The earth end of the high voltage winding and the ends of the secondary winding shall be brought out in the terminal box. The voltage transformers shall be located as a separate bay module and will be connected phase to ground and shall be used for protection, metering and synchronization. The voltage transformers shall be of inductive type, non resistant and shall be contained in their own-SF6 compartment, separated from other parts of installation. The voltage transformers shall be effectively shielded against high frequency electromagnetic transients. The voltage transformers shall have three secondary windings. The voltage transformer should be thermally and dielectrically safe when the secondary terminals are loaded with the guaranteed thermal burdens. The accuracy class for core –I & II for 400 kV shall be 0.5/3P and for 220 kV shall be 3P. The accuracy of 0.2 on

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secondary III should be maintained throughout the entire burden range up to 50 VA on all the three windings without any adjustments during operation

4.1.5 SF6 to Air Bushing

Outdoor bushings, for the connection of conventional external conductors to the SF6 metal enclosed switchgear, shall be provided. Bushings shall generally be in accordance with the requirements of IEC -60137. The creepage distance over the external surface of outdoor bushings shall not be less than 31 mm/kV and in highly polluted area it shall not be less than 31mm/kV . SF6 to air Bushing shall be of Polymer / composite type and shall be robust and designed for adequate cantilever strength to meet the requirement of seismic condition. The electrical and mechanical characteristics of bushings shall be in accordance with IEC: 60137. Polymer / composite insulator shall be seamless sheath of a silicone rubber compound. The housing & weather sheds should have silicon content of minimum 30% by weight. It should protect the bushing against environmental influences, external pollution and humidity. The hollow silicone composite insulators shall comply with the requirements of the IEC publications IEC 61462 and the relevant parts of IEC 62217.

4.2 Capacitor Voltage Transformers

Voltage transformers shall comply to IEC 60044-2 & IEC-6044-5 in general. These shall have three secondary's out of which two shall be used for protection and one for metering. Accuracy class for protection core shall be 3 P and for metering core shall be 0.2. The voltage transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT shall be 4400/8800 pF depending on PLCC requirements.

4.3 Surge Arresters

Station class current limiting, heavy duty gapless type Surge arresters conforming to IEC 60099-4 in general shall be provided. The rated voltage of Surge arrester and other characteristics are chosen in accordance with system requirements. Surge arresters shall be provided near line entrances, transformers so as to achieve proper insulation coordination. Surge arresters shall be providing with polymer housing.

4.4 Power Transformer

Transformer shall conform to IEC 60076 in general. The 500 MVA transformers shall be designed based on design of dynamic short circuit tested 315 MVA transformers. The transformer and all its accessories including bushing/ built in CTs etc shall be designed to withstand thermal and mechanical stresses caused by symmetrical or asymmetrical faults on any terminals. Mechanical strength of the transformer shall be such that it can withstand 3-phase and 1- phase through fault for transformer rated voltage applied to HV and / or IV terminals of transformer. The short circuit shall alternatively be considered to be applied to each of the HV, IV and

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tertiary (LV) transformer terminals. Tertiary is not considered to be connected to source.

Core shall be constructed from high grade, non-ageing cold rolled super grain oriented silicon steel laminations (HI-B or better grade). The maximum flux density in any part of the core and yoke at the rated MVA, voltage and frequency shall not exceed 1.9 Tesla at all tap positions during 10% continuous over voltage condition. Transformers shall withstand without damage and over-heating due to over fluxing conditions of 110 % for continuous, 125 % for 1 minute and 140 % for 5 seconds.

All the windings shall be capable of withstanding the Dielectric, mechanical and thermal stresses which may be caused by switching, dead short circuit on its terminals. Transfer surge at tertiary shall not exceed 250kVp during impulse and switching impulse from HV & IV Terminals. The tertiary windings shall be suitable for connection of reactors or capacitors which would be subjected to frequent switching and shall be suitable for connection to LT Transformer for auxiliary supply. The air core reactance of HV winding of transformer shall not be less than 20% for 400kV class Transformer. External or internal reactors shall not be used to achieve the specified HV/LV and IV/LV impedances.

Transformers shall be fitted with two cooler banks, each capable of dissipating 50 per cent of the loss at continuous maximum rating. Transformer shall be capable of operating at full load for 20 minutes in the event of failure of the oil circulating pump or blowers associated with one cooler bank and for at least ten (10) minutes in the event of total failure of power supply to cooling fans and oil pumps, without winding hot spot temperature exceeding 140 deg C. Transformer shall be designed so that tank hotspot shall not exceed 130 deg C, considering maximum ambient temperature of 50 Deg. C.

The transformer shall be complete with all required accessories, Bushing CTs, Neutral CT (outdoor type), cooler control cabinet, individual and common marshalling box, RTCC etc as required for satisfactory operations of transformer. The transformer shall be provided with IEC 61850 compliant digital RTCC relay having automatic voltage regulating features to operate OLTC including parallel operation of transformers. Neutral of the transformer shall be solidly grounded.

HV, IV and LV Bushing shall be RIP (resin impregnated paper condenser) with composite insulator type. The major technical particulars / parameters of transformer are given below:

Clause No.	Description		Technical Parameters
1.1	Rated Capacity : HV/IV/ LV (Tertiary)		500/500/166.67

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1.2	Voltage ratio (Line to Line)		400/220/33
1.3	Vector Group (unless specified differently elsewhere)		YNaOd11
1.4	Cooling		ONAN/ONAF/(OFAF or ODAF)OR ONAN/ONAF1/ONAF2
1.5	Rating at different cooling above		60/80/100
1.6	Type of Transformer		Constant Ohmic impedance type
1.7	Impedance at 75 Deg C		
	HV – IV (with tolerance as per IEC)		At Max./ Principal/ Min. Voltage Tap: 10.3/12.5/15.4
	HV - LV		At Principal tap(minimum) : 60
	IV - LV		At Principal tap (minimum): 45
1.8	Max. Temperature rise over 50deg C ambient Temp		Top oil: 50 & Winding: 55
1.9	Windings		
i)	Insulation Level (LI/SI/PF)		kVp/kVp/kVrms
	HV		1300/1050/570
	IV		950/-/395
	LV		250/-/95
	Neutral		95/-/38
ii)	Tan delta of winding		< 0.5
1.10	Tap Changer &Tappings		OLTC with range ± 10% for HV variation in the step of 1.25%, 16 steps, on 220kV side of series winding
1.11	Partial discharge (PD) level at 1.58 * Ur / √3		< 100
1.12	Noise level at rated voltage and at principal tap on full load and all cooling active		< 80

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1.13	Bushing		
i)	Rated voltage (HV/IV/LV/Neutral)		420/245/52/36
ii)	Rated current(Min.)		1250/1250/3150/2000
iii)	Insulation Level (LI/SI/PF)		kVp/kVp/kVrms
	HV		1425/1050/695
	IV		1050/850/505
	LV		250/-/105
	Neutral		170/-/77
iv)	Tan delta of bushings HV/IV/LV		< 0.4
v)	Max. PD of bushings at level Um		10
1.14	Insulating Oil		virgin high grade inhibited, conforming to IEC-60296

4.5 Shunt Reactors

Reactor shall conform to IEC 60076-6 in general. The reactor shall be designed to withstand the over-voltages repeatedly without risk of failure at 1.05 Ur continuously, 1.25 Ur for 1 minute and 1.50 Um for 5 seconds (where Ur is 420kV). The reactors shall be designed for switching surge overvoltage of 2.5 p.u. and temporary overvoltage of 2.3p.u. for few cycles followed by power frequency overvoltage upto 1.5 p.u. The reactor must withstand the stress due to above transient dynamic conditions which may cause additional current flow as a result of changed saturation characteristics/slope beyond 1.5 p.u. voltage.

The reactor shall be of either gapped core type or magnetically shielded air core type (shell type) construction. The impedance ratio (X0/X1) specified shall be achieved by adopting either single phase construction in separate tanks or three phase with 3 limb or 5 limb core construction. In case of coreless construction, a magnetic shield shall be provided around the coreless coils and non-magnetic material sheet shall form the central core to minimize the vibrations. Core shall be constructed from state of the art low loss electrical steel laminations (M4 or better grade).

Shunt Reactors shall be capable of operating continuously at a voltage 5% higher than their rated voltage without exceeding winding and tank hot spot temperature 140 Deg and 130 Deg Celsius respectively, considering maximum ambient temperature as 50 Deg C.

The reactor shall be complete with all required accessories, Bushing CTs, individual marshalling box etc as required for satisfactory operations of reactor. HV and Neutral bushings shall be RIP (resin impregnated paper condenser) with composite insulator type.

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The Technical Particulars / Parameters of Shunt Reactor are given below:

Clause No.	Description	Unit	Parameters
1.1	Rated Voltage, Ur (1p.u)	kV	420
1.2	Rated Capacity at 420 kV	MVAR	As specified
1.3	Cooling System		ONAN
1.4	Permissible current unbalance among different phases	%	±2
1.5	Crest value of Third Harmonic content in phase current at rated voltage with sinusoidal wave form	%	≤ 3% of the crest value of fundamental
1.6	Range of constant Impedance		Up to 1.5 p.u. voltage
1.7	Tolerance on current	%	0 to +5%
1.8	Ratio of zero sequence reactance to positive reactance (X0/X1)	Range	0.9 - 1.0
1.9	Max. Temperature rise over 50 deg C Ambient Temp at rated voltage		Top oil: 40 & Winding: 45
1.10	Windings		
a)	Insulation level (LI/SI/PF)		kVp/ kVp / kVrms
	HV		1300/1050/-
	Neutral		550/-/230
d)	Tan delta of windings	%	< 0.5
1.11	Partial discharge (PD) level at 1.58 Ur / √3	pC	< 100

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1.12	Vibration at rated voltage and frequency		≤ 200 microns peak to peak
1.13	Noise level at rated V & F	dB	<80
1.14	Bushing		
a)	Rated voltage : HV / Neutral	kV	420/145
b)	Rated current (Min.) HV / Neutral	A	800/800
c)	Insulation level (LI/SI/PF)		kVp/ kVp / kVrms
	HV		1425/1050/695
	Neutral		650/-/305
d)	Tan delta of bushings : HV / Neutral	%	< 0.4
e)	PD of bushings at level Um	pC	<10
1.15	Insulating Oil		virgin high grade inhibited, conforming to IEC-60296

4.6 Protection & Control

The protective relaying system proposed to be provided for transmission lines, auto-transformers, reactors and bus bars to minimize the damage to the equipments in the events of faults and abnormal conditions, is dealt in this section. All main protective relays shall be numerical type with IEC 61850 communication interface. All numerical relays shall have built in disturbance recording feature.

a) Transmission Lines Protection

400 kV and 220 kV lines shall have MAIN-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. 400 kV and 220 kV lines shall also have MAIN-II numerical distance protection scheme like Main-I but from different make that of MAIN-I. Line Current Differential as Main–I & Main-II may be considered, for short lines (line length below 30 kM) having Fibre Optic communication link. In case of loop in loop out of

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transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out.

All 400 kV lines shall also be provided with two stages over voltage protection. Further, all 400/220 kV lines shall be provided with single and three phase auto-reclosing facility to allow reclosing of circuit breakers in case of transient faults. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

b) Auto Transformer Protection

These shall have the following protections:

i) Numerical Differential protection

ii) Numerical Restricted earth fault protection

iii) Numerical Over-current and earth fault protection on HV & MV side

iv) Numerical Over fluxing protection on HV & MV side

v) Numerical Overload alarm

Besides these, power transformers shall also be provided with BUCHOLZ relay, protection against high oil and winding temperature and pressure relief device etc.

c) 420 kV Reactor Protection

Reactor shall be provided with the following protections:

i) Numerical Differential protection.

ii) Numerical Restricted earth fault protection

iii) Numerical Back-up impedance protection

Besides these, reactors shall also be provided with Bucholz relay, protection against oil and winding temperatures & pressure relief device etc.

d) Numerical Bus bar Protection

The high speed bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 400KV and 220KV buses. Duplicated bus bar protection is envisaged for 400kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporate necessary features required for ensuring security. The scheme shall have the provision for future expansion. For existing substations, the existing bus bar protection shall be augmented wherever required.

e) Numerical Local Breaker Back up Protection

This shall be provided for each 420 kV, 245KV and 145 kV breakers and will be connected to de-energize the affected stuck breaker from both sides.

f) Substation Automation System

For all the new substations, state of art Substation Automation System (SAS) conforming to IEC-61850 shall be provided. The distributed architecture shall be used for Substation Automation system, where the controls shall be provided through Bay control units. The Bay control unit is to be provided bay wise for voltage level 220kV and above. All bay control units as well as protection units are normally connected through an Optic fibre high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the control room. SAS shall be equipped with the facility of remote operation and by providing remote HMI and suitable communication link, the substation can be controlled from a remote location. Necessary gateway & modems (as required) shall be provided to send data to RLDC/SLDC.

The functions of control, annunciation, disturbance recording, event logging and measurement of electrical parameters shall be integrated in Substation Automation System. The Automation System shall be provided with the facility of communication and control for remote end operation. In existing Substations where Substation automation is not provided, control functions shall be done through control panels.

g) Time synchronisation equipment

Time synchronization equipment complete in all respect including antenna, cable, processing equipment required to receive time signal through GPS or from National Physical Laboratory(NPL) through INSAT shall be provided. This equipment shall be used to synchronise SAS & IEDs etc

4.7 Control Concept

All the EHV breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room and remote control centre. Each breaker would have two sets of trip circuits which would be connected to separately fused DC supplies for greater reliability. All the isolators shall have control from remote/local whereas the earth switches shall have local control only

4.8 PLCC

Power line carrier communication (PLCC) equipment complete for speech transmission line, teleprotection commands and data channels shall be provided on each 420 KV & 245 kV transmission line. The protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels. The PLCC equipment shall in brief include the following:-

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Coupling device, line traps, carrier terminals, protection couplers, HF cables, PABX and maintenance and testing instruments.

A telephone exchange (PABX) of 24 lines shall be provided at new substations as means of effective communication among various buildings of the substation, remote end substations and with control centres (RLDC/SLDC) etc.

Coupling devices shall be suitable for 4400pF 420kV & 245 kV CVT. Phase to phase coupling for 420 kV line and 245 kV single circuit line shall be provided. For 245 kV D/c line Inter circuit coupling can be provided. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for the safety of personnel and low voltage part against power frequency voltages and transient over voltage shall also be provided.

The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have the necessary protective devices such as lightning arresters for the protection of tuning device and shall be equipped with corona rings. Decoupling network consisting of line traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.

The carrier terminals shall be of single side - band (SSB) amplitude modulation (AM) type and shall have 4 KHz band width. PLCC Carrier terminal & Protection coupler shall be considered at both ends of line.

Wherever Fibre Optic/OPGW based telecommunication terminal equipment (i.e. SDH/MUX) are being provided; the same shall be utilized for Data, Voice and line protection applications. For protection purposes, both end Digital Protection Couplers (DPCs) shall be included at both ends. However, for line protection application, back up communication channel/link may be considered as per requirement so as to take care of OPGW/Telecommunication equipment outage.

Addition /Modification /shifting/re-commissioning etc. of PLCC due to LILO of transmission lines shall be covered under the scope.

PLCC equipment for all the transmission lines covered under the package (Consisting of one set of analog PLCC channel along with circuit protection coupler and one set of Digital Protection Coupler for both ends) shall be provided by the bidder. All other associated equipment for ends cabling, coupling device and HF cable shall also be provided by the bidder. 48 V DC Power supply for PLCC panels shall be provided by the respective substation bay owner. The wave traps, CVT's required for communications from PLCC shall be provided by respective substation owner.

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4.9 Substation Support facilities

Certain facilities required for operation & maintenance of substations as described below shall be provided in new substation. In existing substation, these facilities have already been provided and would be extended/ augmented, wherever required.

4.10 AC & DC power supplies

For catering to the requirements of three phase & single phase AC supply and DC supply for various substation equipment, the following arrangement is envisaged:-

i) For LT Supply at each new Substation, two (2) nos. 630 kVA LT Transformers shall be provided out of which one shall be connected with SEB supply and other one shall be connected to tertiary of 400/220 kV transformer.

ii) 2 Nos. batteries of 220V for control & protection and 2 Nos. 48V batteries for PLCC/ Communication equipment shall be provided at each new Substation. Each battery bank would have a float-cum-boost charger. Battery shall be of VRLA type.

iii) Suitable AC & DC distribution boards and associated LT Switchgear would be provided at new Substations. For Substation Extensions, existing facilities shall be augmented as required. For new substations following switch boards with minimum rating as is specified here under shall be considered with duplicate supply.

(a) 415V Main switch board – 1 no.
(b) AC distribution board – 1 no.
(c) Main lighting distribution board – 1no.
(d) Emergency lighting distribution board – 1no.
(e) 220 volt DC distribution board – 2nos.
(f) 48 volt DC distribution board – 2nos.

iv) In new Substations, one No. 250 KVA DG set shall be provided for emergency applications.

Sizing of Auxiliary system (like battery, charger, LT switchgear) may be done considering future bay requirements to avoid replacement in future with higher sizes. ACDB/ DCDB modules for future bays are not in the

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scope, however adequate space in the building shall be considered for future panels.

4.11 Fire Fighting System

Fire fighting system in general conforms to fire insurance regulations of India. The fire fighting system is proposed with both AC motor & diesel engine driven pumps housed in a fire fighting pump house building along with water storage tank of adequate capacity. Automatic heat actuated mulsifying system is proposed for transformers & reactors. In addition for alarm system based on heat/smoke detectors are proposed to be installed at sensitive points in a substation e.g. Cable Vault, Control Room building and other buildings etc. Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. At existing substations the fire fighting systems if already available, would be extended for meeting the additional requirements.

4.12 Oil evacuating, filtering, testing & filling apparatus

To monitor the quality of oil for satisfactory performance of transformers, shunt reactors and for periodical maintenance necessary oil evacuating, filtering, testing and filling apparatus would be provided at new substations. Oil tanks of adequate capacities for storage of transformer oil would be provided.

4.13 Illumination

Adequate normal & emergency AC & DC illumination shall be provided in the control room, GIS hall & other buildings of the substation. The switchyard shall also be provided with adequate illumination. The entire control room building, fire fighting pump house lighting shall be done by LED based low power consumption luminaries.

4.14 Control Room

Substation control room would be provided to house substation work station for station level control (SAS) along with its peripheral and recording equipments, AC & DC distribution boards, DC batteries & associated battery chargers, Fire Protection panels, Telecommunication panels & other panels as per requirements. Air conditioning will be provided in the building as functional requirements.

4.15 GIS hall

The Gas Insulated Switchgear (GIS) of each voltage other associated equipment shall be housed separately and inside in the GIS buildings. The panels i.e. Bay level units, bay mimic, relay and protection panels, RTCC panels, PLCC panels etc. are to be placed in a separate room in the GIS building. The size of the room shall be such that all the panels for the future

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bays/ diameters shall be accommodated in the above room. The panel room shall be air-conditioned. Further, the temperature of the room shall be monitored through substation automation system by providing necessary temperature transducers.

One EOT Crane each for GIS hall of suitable capacity shall be provided for erection &

maintenance of largest GIS component/assembly and all plant installed in the GIS switchgear room. The crane shall capable of fulfilling all special requirements for erection & maintenance of GIS equipment The capacity of the crane shall be sized to lift the heaviest GIS switchgear component.

NOTE: Specification of Extension of Dhonanda (HVPNL) Substation may be arranged from HVPNL.

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Schedule : 3

Scheduled COD

[Note: As referred to in the definition of "Element", "Scheduled COD", and in Articles 3.1.3 (c), 4.1 (b) and 4.3 (a) of this Agreement]

All Elements of the Project are required to be commissioned progressively as per the schedule given in the following table;

	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Sequence of commissioning of Element(s)
1.	Aligarh- Prithala 400 kV D/c HTLS line	34	17.5	Prithala S/s as indicated at Pt. No. 8
2.	Prithala- Kadarpur 400 kV D/c HTLS line	34	8.5	Prithala & Kadarpur S/s as indicated at Pt. No. 6 & 8 alongwith either Aligarh-Prithala line along with its prerequisite elements or Kadarpur-Sohna Road line along with its prerequisite elements.
3.	Kadarpur-Sohna Road 400 kV D/c HTLS line	38	1.3	Kadarpur & Sohna Road S/s as indicated at Pt. No. 6 & 7 alongwith either Prithala –Kadarpur line along with its prerequisite elements or LILO of Gurgaon-Manesar line at Sohna Road along with its prerequisite elements.
4.	LILO of Gurgaon-Manesar 400 kV D/c Quad line at Sohna Road S/s	38	0.75	Sohna Road S/s as indicated at Pt. No.7
5.	Neemrana (PG)-Dhanonda (HVPNL) 400 kV D/c HTLS	34	12.55	2 Nos. of 400kV line bays at 400kV Dhanonda (HVPNL) substation

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	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Sequence of commissioning of Element(s)
	line			
6.	Creation of 400/220 kV, 2X500 MVA GIS Substation at Kadarpur in Gurgaon area along with 1 No. of 125 MVAR Bus Reactor	34	19.3	Prithala- Kadarpur 400 kV D/c HTLS line along with its prerequisite elements or Kadarpur- Sohna 400 kV D/c HTLS road line along with its prerequisite elements.
7.	Creation of 400/220 kV, 2X500 MVA GIS substation at Sohna Road in Gurgaon area along with 1 No. of 125 MVAR Bus Reactor	38	20.0	either Kadarpur-Sohna Road 400 kV D/c HTLS line along with its prerequisite elements or LILO of Gurgaon-Manesar 400 kV D/c line at Sohna Road S/s.
8.	Creation of 400/220 kV, 2X500 MVA GIS substation at Prithala in Palwal area along with 1 No. of 125 MVAR Bus Reactor	34	19.3	Aligarh- Prithala 400 kV D/c HTLS line along with its prerequisite elements or Prithala- Kadarpur 400 kV D/c HTLS line along with its prerequisite elements.
9.	2 Nos. of 400kV line bays at 400kV Dhonanda (HVPNL) substation	34	0.8	Neemrana (PG)- Dhonanda (HVPNL) 400 kV D/c HTLS line

The payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after successful commissioning of the Element(s) which are pre-required for declaring the commercial operation of such Element as mentioned in the above table.

Scheduled COD for overall Project: 38 months from effective date.

Note:

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POWERGRID to provide 2x1500 MVA 765/400 kV ICTs at Aligarh along with 2 Nos. of 400 kV line bays for termination of Aligarh-Prithala 400 kV D/c line.

*** HVPNL to provide space for 2 Nos. of 400 kV line bays at their Dhanonda 400 kV substation and POWERGRID to provide 2 Nos. of line bays at Neemrana 400 kV substation for Neemrana-Dhanonda 400 kV D/c (HTLS) line.*

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Schedule : 4

Safety Rules and Procedures

[Note: As referred to in Articles 5.6 and 7.1.6 of this Agreement]

1: **Site Regulations and Safety:**

The TSP shall establish Site regulations within sixty (60) days from fulfilment of conditions subsequent, as per Prudent Utility Practices setting out the rules to be observed in the execution of the Agreement at the Site and shall comply therewith.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Project, gate control, sanitation, medical care, and fire prevention, public health, environment protection, security of public life, etc.

Copies of such Site regulations shall be provided to the Lead Long Term Transmission Customer and CEA for the purpose of monitoring of the Project.

2: **Emergency Work:**

In cases of any emergency, the TSP shall carry out all necessary remedial work as may be necessary.

If the work done or caused to be done by any Party other than the TSP, the TSP shall, reimburse the actual costs incurred, to the other Party carrying out such remedial works.

3: **Site Clearance:**

In the course of execution of the Agreement, the TSP shall keep the Site reasonably free from all unnecessary obstruction, storage, remove any surplus materials, clear away any wreckage, rubbish and temporary works from the Site, and remove any equipment no longer required for execution of the Agreement. After completion of all Elements of the Project, the TSP shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site clean and safe.

4: **Watching and Lighting:**

The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance/repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of the public, during such maintenance/repair.

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Schedule : 5

Computation of Transmission Charges

[Note: As referred to in the definitions of "Monthly Transmission Charges", "Monthly Transmission Charges Invoice" and in Articles 10.1, 10.2, 10.3, and 11.7(c) of this Agreement]

1.1 General

a. The Monthly Transmission Charges to be paid by the Long Term Transmission Customers to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be in accordance with this Schedule.

b. The Transmission Charges to be paid to the TSP shall comprise of the Escalable Transmission Charges and the Non Escalable Transmission Charges, payable by each Long Term Transmission Customer, in proportion to their Allocated Project Capacity for the Contract Year, as determined by the CERC. In the event of change by CERC in the methodology for the allocation of Transmission Charges between the Long Term Transmission Customers, such revised methodology shall apply.

c. For the purpose of payment, the Escalable Transmission Charges to be paid in any Contract Year shall be the Escalable Transmission Charge as per Schedule 6 duly escalated as provided in Schedule 7.

d. In case of any extension of time period for the Scheduled COD, the applicable Transmission Charges in relation to an Element shall be the Transmission Charges of the Contract Year in which the COD of such Element occurs or it has deemed to have occurred, and in relation to the Project, the Transmission Charges applicable will be for the Contract Year in which the COD occurs.

e. The Annual Transmission Charges shall be the sum of the Payable Annual Escalable Transmission Charges and the Payable Annual Non Escalable Transmission Charges for the Contract Year n.

f. The Transmission Charges shall be payable based on the Allocated Project Capacity at Target Availability and Incentive for Availability beyond the Target Availability as provided in this schedule shall be admissible for payment. In case of Availability being lower than the Target Availability, the Transmission Charges shall be payable on proportionate basis as provided in this Schedule. In case of the Availability being lower than the level as

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specified in Article 10.4, the TSP shall pay a penalty as per the provisions in this Schedule. This penalty payable by the TSP shall be apportioned in favour of the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP then existing at the end of the relevant Contract Year.

g. The Availability shall be calculated as per the procedure specified in Appendix III of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2014 as notified by CERC and as attached herewith.

h. All applicable Rebates and Surcharges will be computed and Invoices, as required, would be raised based on the provisions laid out in Articles 10.7 of this Agreement.

i. Reactive Power compensations and payments shall be as per the provisions of the Grid Code.

1.2 Components of Monthly Bill

The Monthly Bill for any month in a Contract Year shall consist of the following:

i. Monthly Transmission Charges in accordance with Article 1.2.1 below;

ii. Incentive Payment determined in accordance with Article 1.2.2 below (applicable on annual basis and included only in the Monthly Tariff Payment for the first month of the next Contract Year); and

iii. Penalty Payment determined in accordance with Article 1.2.3 below (applicable on annual basis and included in the Monthly Tariff Payment for the first month of the next Contract Year.

1.2.1 Computation of Monthly Transmission Charges

The Monthly Transmission Charges for any month 'm' in a Contract Year 'n' shall be calculated as below:

If CA>=NA;

Monthly Transmission Charge MTC (m)=

$\sum_{m=1}^{M}$ [T_{mn} / No. of days in the month 'm' in Contract Year 'n' * No. of days in the month 'm' in Contract Year 'n' for which bill is raised] - $\sum_{m=1}^{M-1}$ [MTC(m-1)]

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ELSE

Monthly Transmission Charge MTC (m)=

$\sum_{m=1}^{M}$ [T_{mn} / No. of days in the month 'm' in Contract Year 'n' * AA/NA* No. of days in the month 'm' in Contract Year 'n' for which bill is raised] - $\sum_{m=1}^{M-1}$ [MTC(m-1)]

where:

- 'm' is the month in Contract Year 'n'
- M= month considered for payment in the Contract Year 'n'
- T_{mn}= Transmission Charges for the month 'm' in Contract Year 'n' and is equal to the sum of Monthly Escalable Transmission Charges (METC mn) and Monthly Non Escalable Transmission Charges (MNETC mn)
- CA is the Cumulative Availability , as per REA, from the first day of the Contract Year "n" in which month 'm' occurs upto and including upto the end of the month "m";
- AA is the actual Availability for the month 'm' in the Contract Year n, as per REA, (expressed in percentage);
- NA is the Target Availability;
- MTC (m-1) is the Payable Monthly Transmission Charge for the month '(m-1)' for the Contract Year 'n'

- **Monthly Escalable Transmission Charges (METC mn)**

The Monthly Escalable Transmission Charges (METCmn) for month 'm' for the Contract Year 'n' shall be calculated by the following formula,

METCmn = [Escalable Transmission Charge for the first Contract year (as provided in Schedule 6)/No. of days in the Contract Year 'n'] * No . of days in the month 'm' * p/q

Where,

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'p' is the escalation index as per Schedule 7 at the beginning of the month 'm' (expressed as a number)

'q' is the escalation index as per Schedule 7 applicable as at the beginning of the first Contract Year mentioned in Schedule 6 (expressed as a number)

- **Monthly Non Escalable Transmission Charges (MNETCmn)**

The Monthly Non Escalable Transmission Charges (MNETCmn) for month 'm' for the Contract Year 'n' shall be calculated as follows;

MNETCmn = [Non Escalable Transmission Charge for the Contract year 'n' (as provided in Schedule 6) / No. of days in the Contract Year 'n'] * No . of days in the month 'm'

Provided, no Transmission Charges shall be paid during the period for which the RLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.

1.2.2 Incentive Payment

If and to the extent the Availability in a Contract Year exceeds ninety eight percent (98%) for AC system/ninety five percent (95%) for HVDC system, the TSP shall be entitled for an annual Incentive as calculated below:

$$Incentive = 0.02 \, x \, Annual \, Transmission \, Charges \, x (Actual \, annual \, Availability - Target \, Availability$$

Provided that no Incentive shall be payable above the Availability of 99.75% for AC system and 98.5% for HVDC system.

Incentive shall be shared by the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by then existing at the end of the relevant Contract Year.

1.2.3 Penalty

If and to the extent that the Availability in a Contract Year falls below ninety five percent (95%) for AC system / ninety two percent (92%) for HVDC system, the TSP shall be entitled for an annual penalty as per the formula given below:

$$Penalty = 0.02 \, x \, Annual \, Transmission \, Charges \, x (Target \, Availability - Actual \, Annual \, Availability)$$

The penalty payable by the TSP shall be apportioned in favour of the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid

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or actually payable to the TSP by them existing at the end of the relevant Contract Year.

1.3 Recovery from Short Term Transmission Customers

The Transmission Charges to be paid by the Long Term Transmission Customers to the TSP shall stand reduced in proportion to their then existing Allocated Project Capacity at the end of the relevant month, to the extent of adjustable revenues from Short Term Transmission Customers.

The charges payable by the Short Term Transmission Customers shall be calculated on the basis of the provisions of the Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2004 or as amended from time to time.

1.4 Scheduling Charges

The payment of scheduling charges to the respective RLDC or SLDC, as the case may be, shall be the responsibility of the Long Term Transmission Customers.

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Schedule : 6

Transmission Charges

[Note: As referred to in the definitions of "Element", "Escalable Monthly Charges", "Non Escalable Monthly Charges" and "Monthly Transmission Charges" and in Clauses 1.1 (c) of Schedule 5 of this Agreement]

[To be incorporated from the Bid of the Selected Bidder]

[In case of pre-signing of RFP Project Documents, this needs to be inserted after selection of the Selected Bidder]

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Sterlite Grid 4 Limited
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CIN: U29253DL2015PLC281690

Phone: +91-11-49962200
Fax: +91-11-49962280
www.sterlitegrid.com

Date: - 07th Mar 2016

Subject: Financial Bid in respect of Bid for selection of Transmission Service Provider for the "Creation of new 400 KV GIS substations in Gurgaon and Palwal area as a part of ISTS"

Quoted Transmission Charges

Contract Year	Commencement Date of Contract year	End Date of Contract Year	Quoted Non-Escalable Transmission Charges (In Rupees Millions)	Quoted Escalable Transmission Charges (In Rupees Millions)
(1)	(2)	(3)	(4)	(5)
1	Scheduled COD 11.06.2019 (Refer note 7 and 9)	31-Mar-2020	1435.22	14.50
2	01-Apr-2020	31-Mar-2021	1435.22	[redacted]
3	01-Apr-2021	31-Mar-2022	1401.50	
4	01-Apr-2022	31-Mar-2023	1368.56	
5	01-Apr-2023	31-Mar-2024	1336.40	
6	01-Apr-2024	31-Mar-2025	1305.00	

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7	01-Apr-2025	31-Mar-2026	1274.34
8	01-Apr-2026	31-Mar-2027	1244.39
9	01-Apr-2027	31-Mar-2028	1215.15
10	01-Apr-2028	31-Mar-2029	1186.60
11	01-Apr-2029	31-Mar-2030	1158.72
12	01-Apr-2030	31-Mar-2031	1131.49
13	01-Apr-2031	31-Mar-2032	1104.90
14	01-Apr-2032	31-Mar-2033	1078.94
15	01-Apr-2033	31-Mar-2034	1053.59
16	01-Apr-2034	31-Mar-2035	1028.83
17	01-Apr-2035	31-Mar-2036	1019.00
18	01-Apr-2036	31-Mar-2037	1019.00
19	01-Apr-2037	31-Mar-2038	1019.00
20	01-Apr-2038	31-Mar-2039	1019.00
21	01-Apr-2039	31-Mar-2040	1019.00
22	01-Apr-2040	31-Mar-2041	1019.00
23	01-Apr-2041	31-Mar-2042	1019.00
24	01-Apr-2042	31-Mar-2043	1019.00
25	01-Apr-2043	31-Mar-2044	1019.00
26	01-Apr-2044	31-Mar-2045	1019.00
27	01-Apr-2045	31-Mar-2046	1019.00
28	01-Apr-2046	31-Mar-2047	1019.00
29	01-Apr-2047	31-Mar-2048	1019.00

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30	01-Apr-2048	31-Mar-2049	1019.00	
31	01-Apr-2049	31-Mar-2050	1019.00	
32	01-Apr-2050	31-Mar-2051	1019.00	
33	01-Apr-2051	31-Mar-2052	1019.00	
34	01-Apr-2052	31-Mar-2053	1019.00	
35	01-Apr-2053	31-Mar-2054	1019.00	
36	01-Apr-2054	June-2054 *(Refer note 8 & 9)*	1019.03	

Signature of authorized signatory

Name: Mohit Saxena

Designation: Manager

Date: - 7th Mar 2016

Schedule : 7

Escalation Index

[Note: As referred to in Clause 1.1 of Schedule 5 of this Agreement]

The index ("Escalation Index") to be applied for escalation of Escalable Transmission Charges shall be computed by assuming that as on the date of the Bid Deadline, the value of such Escalation Index is 100. Thereafter, for each month after the Bid Deadline, the value of the Escalation Index shall be computed by applying the per annum inflation rate specified by CERC for payment of Escalable Transmission Charges, as per the provisions of the Competitive Bidding Guidelines.

For the avoidance of doubt, it is clarified that:

- if the prevailing inflation rate specified by CERC is 4.7% per annum, then at the end of the first month after the Bid Deadline, the value of the Escalation Index shall be 100.3917 [i.e., 100* (1 + 4.7/12] for Escalable Transmission Charges. Thereafter, at the end of the second month beyond such first month, the value of the Escalation Index shall be 100.7849 [i.e., 100.3917* (1 + 4.7/12] and so on. The value of the Escalation Index at the end of the Nth Month after the Bid Deadline shall be calculated as: 100 * (1 + N*0.047/ 12) for Quoted Escalable Energy Charges.
- the per annum inflation rate specified by CERC shall be revised only at the end of every six (6) months.
- The value of the Escalation Index shall be calculated upto the fourth decimal point.

In case, due to any reason, CERC discontinues the publication of the inflation rate mentioned above, then the Lead Long Term Transmission Customer and the TSP shall replace the above inflation rate with an inflation rate which shall be computed on the same basis as was being used by CERC to estimate their notified inflation rate.

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Schedule : 8

List of Articles

List of Articles under which rights and obligations of the Long Term Transmission Customers (including all matters incidental thereto and related follow-up), which are required to be undertaken by the Lead Long Term Transmission Customer, or by Majority Long Term Transmission Customers or by the Long Term Transmission Customers jointly, respectively:

A) Rights and Obligations of the Long Term Transmission Customers required to be undertaken by the Lead Long Term Transmission Customer

1. **Article 3.3.5** (approach the Appropriate Commission on termination of the Agreement on TSP's not able to meet conditions subsequent)
2. **Article 5.5** (inspection of the Project during the construction phase);
3. **Articles 6.1.1** and **6.1.2** (extension of Scheduled COD);
4. **Article 6.4.1** (communication with the TSP on imposition of liquidated damages)
5. **Articles 7.3.2** (notice for maintenance of Interconnection Facilities under the purview of the Long Term Transmission Customers);
6. **Article 11.7(d)** (inspection of Project during operation of Force Majeure);
7. **Article 13.1 (a)** (notice to TSP on abandonment of Project);
8. **Article 13.3 (d)** (to approach the Appropriate Commission for revocation of Transmission Licensee on account of TSP's Event of Default);
9. **Articles 14.2.1(b), 14.2.2(b)** and **14.2.2(c)** (notice for patent indemnity);
10. **Article 14.2.1(d)** (provide assistance to the TSP during the proceedings of patent indemnity);
11. **Article 18.2.3** (written permission to TSP for divestment of equity holding and subsequent verification of equity structure, post-divestment); and

UTC- Chandigarh | BSES Yamuna Power Limited | BSES Rajdhani Power Limited | Tata Power Delhi Distribution Limited | New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

12. **Schedule 7** (computation of alternative escalation index in the event of CERC discontinuing publishing of the inflation rate mentioned in this schedule).

B) Rights and Obligations of the Long Term Transmission Customers required to be undertaken by the Majority Long Term Transmission Customers

1. **Article 2.3.1** (decision to continue the Project beyond the Expiry Date);
2. **Article 3.1.3** (waiver of the TSP's obligations due to reasons attributable to the Long Term Transmission Customer(s));
3. **Articles 3.3.2** and **3.3.4** (right to terminate the Agreement on non-fulfillment of conditions subsequent);
4. **Articles 13.1 (k)** and **13.1 (l)** (invocation of termination of the Agreement due to the TSP's Event of Default;
5. **Article 13.3** (notice to TSP for termination of Agreement on TSP's Event of Default;
6. **Article 18.1.2** (in case of any difference of opinion on any decision among the Long Term Transmission Customers, decision in such cases to be taken by the Majority Long Term Transmission Customers); and
7. **Article 18.1.5** (Right to replace the Lead Long Term Transmission Customer).

and any other Articles of this Agreement not specifically mentioned herein, which provide for a joint action by all the Long Term Transmission Customers.

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Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

Schedule : 9

[Appendix of Regulations applicable seven (7) days prior to the Bid Deadline to be inserted by BPC]

Appendix III of Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014

UTC- Chandigarh

BSES Yamuna Power Limited

BSES Rajdhani Power Limited

Tata Power Delhi Distribution Limited

New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited

Haryana Power Purchase Centre

Power Development Department, Govt. of Jammu & Kashmir

Punjab State Power Corporation Limited

Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited

Jaipur Vidyut Vitran Nigam Limited

Uttarakhand Power Corporation Limited

U.P. Power Corporation Limited

Gurgaon Palwal Transmission Limited

Appendix-III

Procedure for Calculation of Transmission System Availability Factor for a Month

1. Transmission system availability factor for a calendar month (TAFM) shall be calculated by the respective transmission licensee, got verified by the concerned RLDC and certified by the Member-Secretary, Regional Power Committee of the region concerned, separately for each AC and HVDC transmission system and grouped according to sharing of transmission charges. Transmission System Availability shall be calculated separately for each Regional Transmission System and inter-regional transmission system. For the purpose of calculation of TAFM:

   i) AC transmission lines: Each circuit of AC transmission line shall be considered as one element.

   ii) Inter-Connecting Transformers (ICTs): Each ICT bank (three single phase transformer together) shall form one element.

   iii) Static VAR Compensator (SVC): SVC along with SVC transformer shall form one element. However, 50% credit to inductive and 50% to capacitive rating shall be given.

   iv) Bus Reactors/Switchable line reactors: Each Bus Reactors/Switchable line reactors shall be considered as one element.

   v) HVDC Bi-pole links: Each pole of HVDC link along with associated equipment at both ends shall be considered as one element.

   vi) HVDC back-to-back station: Each block of HVDC back-to-back station shall be considered as one element. If associated AC line (necessary for transfer of inter-regional power through HVDC back-to-back station) is not available, the HVDC back-to-back station block shall also be considered as unavailable.

2. The Availability of AC and HVDC portion of Transmission system shall be calculated as under:

   % TAFM for AC system

$$= \frac{o \times AVo + p \times AVp + q \times AVq + r \times AVr}{o + p + q + r} \times 100$$

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Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

% TAFM for HVDC system

$$= \frac{s \times AVs + t \times AVt}{S + t} \times 100$$

Where

o	=	Total number of AC lines.
AVo	=	Availability of o number of AC lines.
p	=	Total number of bus reactors/switchable line reactors
AVp	=	Availability of p number of bus reactors/switchable line reactors
q	=	Total number of ICTs.
AVq	=	Availability of q number of ICTs.
r	=	Total number of SVCs.
AVr	=	Availability of r number of SVCs.
s	=	Total number of HVDC poles
AVs	=	Availability of s number of HVDC poles
t	=	Total number of HVDC back-to-back station blocks
AVt	=	Availability of t number of HVDC back-to-back station blocks

3. The weightage factor for each category of transmission elements shall be as under:

(a) For each circuit of AC line – Surge Impedance Loading for Uncompensated line (SIL) multiplied by ckt-km.

SIL rating for various voltage level and conductor configuration is given in Appendix-IV. However, for the voltage levels and/or conductor configurations not listed in Annexure-I, appropriate SIL based on technical considerations may be used for availability calculation under intimation to long-term transmission customers/DICs.

For compensated AC line, Surge Impedance Loading (SIL) shall be as certified by the Regional Power Committee (RPC) Secretariat considering the compensation on the line.

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Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

For shunt compensated line the reduced value of SIL shall be taken in accordance with the location of the reactor. Similarly in case of the lines with series compensation the higher SIL shall be taken as per the percentage of compensation.

(b) For each HVDC pole- The rated MW capacity x ckt-km

(c) For each ICT bank – The rated MVA capacity

(d) For SVC- The rated MVAR capacity (inductive and capacitive)

(e) For Bus Reactor/ switchable line reactors – The rated MVAR capacity.

(f) For HVDC back-to-back station connecting two Regional grids- Rated MW capacity of each block.

4. The availability for each category of transmission elements shall be calculated based on the weightage factor, total hours under consideration and non-available hours for each element of that category. The formulae for calculation of Availability of each category of the transmission elements are as per Appendix-V.

5. The transmission elements under outage due to following reasons shall be deemed to be available:

i. Shut down availed for maintenance or construction of elements of another transmission scheme. If the other transmission scheme belongs to the transmission licensee, the Member-Secretary, RPC may restrict the deemed availability period to that considered reasonable by him for the work involved.

ii. Switching off of a transmission line to restrict over voltage and manual tripping of switched reactors as per the directions of RLDC.

6. Outage time of transmission elements for the following contingencies shall be excluded from the total time of the element under period of consideration.

i. Outage of elements due to acts of God and force majeure events beyond the control of the transmission licensee. However, onus of satisfying the Member Secretary, RPC that element outage was due to aforesaid events and not due to design failure shall rest with the transmission licensee. A reasonable restoration time for the element

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Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

shall be considered in accordance with Central Electricity Regulatory Commission (Standard of Performance of inter-State transmission licensees) Regulations, 2012 as amended from time to time and any additional time taken by the transmission licensee for restoration of the element beyond the reasonable time shall be treated as outage time attributable to the transmission licensee. Circuits restored through ERS (Emergency Restoration System) shall be considered as available.

ii. Outage caused by grid incident/disturbance not attributable to the transmission licensee, e.g. faults in substation or bays owned by other agency causing outage of the transmission licensee's elements, and tripping of lines, ICTs, HVDC, etc. due to grid disturbance. However, if the element is not restored on receipt of direction from RLDC while normalizing the system following grid incident/disturbance within reasonable time, the element will be considered not available for the period of outage after issuance of RLDC's direction for restoration.

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Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

Schedule : 10

Entire Bid (both financial bid and non-financial bid) of the Selected Bidder to be attached

UTC, Chandigarh

BSES Yamuna Power Limited

BSES Rajdhani Power Limited

Tata Power Delhi Distribution Limited

New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited

Haryana Power Purchase Centre

Power Development Department, Govt. of Jammu & Kashmir

Punjab State Power Corporation Limited

Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited

Jaipur Vidyut Vitran Nigam Limited

Uttarakhand Power Corporation Limited

U.P. Power Corporation Limited

Gurgaon Palwal Transmission Limited

Sterlite Grid 4 Limited
F-1, The Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065
CIN: U29253DL2015PLC281690

Phone: +91-11-49962200
Fax: +91-11-49962288
www.sterlitegrid.com

Date: - 07th Mar 2016

Subject: Financial Bid in respect of Bid for selection of Transmission Service Provider for the "Creation of new 400 KV GIS substations in Gurgaon and Palwal area as a part of ISTS"

Quoted Transmission Charges

Contract Year	Commencement Date of Contract year	End Date of Contract Year	Quoted Non-Escalable Transmission Charges (In Rupees Millions)	Quoted Escalable Transmission Charges (In Rupees Millions)
(1)	(2)	(3)	(4)	(5)
1	Scheduled COD 11.06.2019 (Refer note 7 and 9)	31-Mar-2020	1435.22	14.50
2	01-Apr-2020	31-Mar-2021	1435.22	[redacted]
3	01-Apr-2021	31-Mar-2022	1401.50	
4	01-Apr-2022	31-Mar-2023	1368.56	
5	01-Apr-2023	31-Mar-2024	1336.40	
6	01-Apr-2024	31-Mar-2025	1305.00	

East North Interconnection Company Limited
F-1, Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065.
CIN No.: U40102DL2007PLC158625

Phone : +91-11-49962200
Fax : +91-11-49962288
www.sterlitegrid.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF EAST-NORTH INTERCONNECTION COMPANY LIMITED HELD ON JANURAY 22, 2016

AUTHORITY TO AFFIX COMMON SEAL OF THE COMPANY ON THE UNDERTAKING

"RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and Articles of Association of the Company, common seal of the Company be affixed on the Undertaking to be submitted to PFC Consulting Limited (BPC) to invest upto 100% of the equity share capital of **"Gurgaon-Palwal Transmission Limited"** in the presence of any of the Directors of the Company and Mr. T. Amarendranath Reddy, Authorised Representative of the Company who shall sign the same in token thereof."

CERTIFIED TRUE COPY

FOR EAST-NORTH INTERCONNECTION COMPANY LIMITED

AJAY BHARDWAJ
DIRECTOR
DIN: 05246313

East North Interconnection Company Limited New Delhi

STERLITE GRID 4 LIMITED

Sterlite Grid 4 Limited
F-1, The Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065
CIN: U29253DL2015PLC281690

Phone: +91-11-49962200
Fax: +91-11-49962299
www.sterlitegrid.com

7	01-Apr-2025	31-Mar-2026	1274.34
8	01-Apr-2026	31-Mar-2027	1244.39
9	01-Apr-2027	31-Mar-2028	1215.15
10	01-Apr-2028	31-Mar-2029	1186.60
11	01-Apr-2029	31-Mar-2030	1158.72
12	01-Apr-2030	31-Mar-2031	1131.49
13	01-Apr-2031	31-Mar-2032	1104.90
14	01-Apr-2032	31-Mar-2033	1078.94
15	01-Apr-2033	31-Mar-2034	1053.59
16	01-Apr-2034	31-Mar-2035	1028.83
17	01-Apr-2035	31-Mar-2036	1019.00
18	01-Apr-2036	31-Mar-2037	1019.00
19	01-Apr-2037	31-Mar-2038	1019.00
20	01-Apr-2038	31-Mar-2039	1019.00
21	01-Apr-2039	31-Mar-2040	1019.00
22	01-Apr-2040	31-Mar-2041	1019.00
23	01-Apr-2041	31-Mar-2042	1019.00
24	01-Apr-2042	31-Mar-2043	1019.00
25	01-Apr-2043	31-Mar-2044	1019.00
26	01-Apr-2044	31-Mar-2045	1019.00
27	01-Apr-2045	31-Mar-2046	1019.00
28	01-Apr-2046	31-Mar-2047	1019.00
29	01-Apr-2047	31-Mar-2048	1019.00

Sterlite™

Sterlite Grid 4 Limited
F-1, The Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065
CIN: U29253DL2015PLC281690

Phone: +91-11-49962200
Fax: +91-11-49962288
www.sterlitegrid.com

30	01-Apr-2048	31-Mar-2049	1019.00	[redacted]
31	01-Apr-2049	31-Mar-2050	1019.00	
32	01-Apr-2050	31-Mar-2051	1019.00	
33	01-Apr-2051	31-Mar-2052	1019.00	
34	01-Apr-2052	31-Mar-2053	1019.00	
35	01-Apr-2053	31-Mar-2054	1019.00	
36	01-Apr-2054	June-2054 *(Refer note 8 & 9)*	1019.03	

Signature of authorized signatory

STERLITE GRID 4 LIMITED

Name: Mohit Saxena

Designation: Manager

Date: - 7th Mar 2016

STERLITE GRID 4 LIMITED

STERLITE GRID 4 LIMITED

2/3

(ORIGINAL)

"Bid for selection of Transmission Service Provider to establish Transmission System for : Creation of new 400 kv GIS Substations in Gurgaon and Palwal area as a part of ISTS"

Vice President
PFC Consulting Limited
(A Wholly owned subsidiary of Power Finance Corporation Ltd.)
1st Floor, "Urjanidhi" 1, Barakhambha Lane,
Connaught Place,
New Delhi - 110 001

P. Sarkar
7/3/2016

7/3/2016.

Sterlite Grid 4 Limited

7/3/16

7/3/16

Sterlite Grid 4 Limited
F-1, Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065.
CIN No.: U29253DL2015PLC281690

Phone : +91-11-49962200
Fax : +91-11-49962288
www.sterlitegrid.com

Check List for response to RFP submission requirements

	Response to RFP Submission Requirements	Response Yes / No
A.	**Envelope – I (Non-Financial Bid)**	
	1. Bid Bond in the prescribed format at Annexure 2	Yes
	2. Board resolutions as per the prescribed formats enclosed in Annexure 8 (and as per the illustrations in Annexure-13 of this RFP)	—
	• From the Bidding Company (and from any investing Affiliate / Parent / Ultimate Parent committing 100% in aggregate of the equity requirement for the Project as per format 1 of Annexure 8	Yes
	• Board resolutions from each of the Consortium Member of the Bidding Consortium (and any investing Affiliate/Parent/Ultimate Parent) together committing to one hundred percent (100%) in aggregate of equity requirement for the Project, in case Bidder is a Bidding Consortium – Format-1 of Annexure-8	No
	• Board resolutions as per Format 2 of Annexure 8 for total equity investment commitment from the Technically / Financially Evaluated Entity(ies) whose technical / financial credentials had been considered for the purpose of meeting Qualification Requirements as per the RFQ OR from the Parent Company or the Ultimate Parent Company (as applicable)	Yes
	3. Bidder's Undertakings	—
	• Bidder's undertaking as per format 1 of Annexure 6	Yes
	• Details of Equity Investment in the Project as per format 2 of Annexure 6	Yes
	4. Covering Letter as per the format at Annexure 9 of this RFP	Yes
	5. Power of Attorney	—
	• Format 1 of Annexure 10 by the Bidding Company / Lead Member of the Bidding Consortium (as applicable) in favour of its representative	Yes
	• Format 2 of Annexure 10 by each of the other Members of the Consortium (in case of the Bidding Company being a Consortium) in favour of the Lead Member	No

STERLITE GRID 4 LIMITED

Sterlite Grid 4 Limited
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1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065.
CIN No.: U29253DL2015PLC281690

Phone : +91-11-49962200
Fax : +91-11-49962288
www.sterlitegrid.com

Response to RFP Submission Requirements		Response Yes / No
	6. Format of Undertaking for Equity Investment	
	• by the Technically / Financially Evaluated Entity / Ultimate Parent Company (as applicable) for equity investment, in case of failure to invest in part or full, by the Bidder or the Consortium Member in case the Selected Bidder is a Consortium) in the prescribed format at Annexure 10A	Yes
	7. Format for Disclosure by the Bidding Company or by each Member of the Consortium (as applicable)	Yes
B.	**Envelope – II (Financial Bid)**	
	• Financial Bid as per format at Annexure-4, duly signed as	Yes

Name and signature of authorized person in whose name power of attorney / Board resolution as per Clause2.14.1.1 is issued.

STERLITE GRID 4 LIMITED

Signature of authorized person
Name: Mohit Saxena
Designation: Manager
Date: 4 Mar 2016
Company rubber stamp

STERLITE GRID 4 LIMITED

Bid Bond

(As Per Format of Annexure – 2)

STATE BANK OF INDIA
CORPORATE ACCOUNTS GROUP , MUMBAI
23 J N HEREDIA MARG,NEVILLE HOUSE,
BALLARD ESTATE MUMBAI INDIA

TEL NO:TEL-912261542704, FAX-615
FAX NO:61542570 / 2580
SWIFT NO:SBININBB162
PIN CODE:400001

02/03/2016

To

PFC CONSULTING LIMITED
1ST FLOOR, URJANIDHI, BARAKHAMBA
LANE, CONNAUGHT PLACE,
NEW DELHI - 110 001

DEAR SIR(S),

GUARANTEE NUMBER	:	0999516BG0000438
DATE OF ISSUE	:	02/03/2016
GUARANTEE AMOUNT	:	INR 18,39,75,000.00
DATE OF EXPIRY	:	30/10/2016
DATE OF CLAIM	:	30/11/2016
APPLICANT NAME	:	STERLITE GRID 4 LIMITED

We confirm having Issued / Extended the captioned Bank Guarantee in your favour on behalf of our above named Constituent and the same signed by the officers of the Bank.

YOURS FAITHFULLY,

AUTHORISED SIGNATORY.

The Beneficiaries are advised in their own interest to verify the genuineness of the Guarantee with the BG issuing Branch.

PLEASE CONTACT BRANCH FOR eTradeSBI FACILITY-INTERNET ACCESS TO TRADE FINANCE

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

INDIA NON JUDICIAL



महाराष्ट्र MAHARASHTRA ◐ 2015 ◐ X 111075

प्रधान मुद्रांक कार्यालय, मुंबई
पं. मु. वि. क्र. ८००००१०
29 FEB 2016
सक्षम अधिकारी

This Stamp paper is an integral part of bank Guarantee / Bank Guarantee Amendment No. 099951G BG0000438 executed by us on - 2 MAR 2016

[illegible] S. MAYEKAR

Bank Guarantee
No. 099951G BG0000438
Date - 2 MAR 2016

FOR STATE BANK OF INDIA

DY. MANAGER (TRADE FINANCE) CAG Br. MUMBAI, BALLARD ESTATE, MUMBAI-400001

DY. MANAGER (TRADE FINANCE) Br. CODE :09995

सुधीर कणिरे SUDHIR KANIRE K-12477

शिवलिंग एन. धाबे Shivaling N. Dhabe D-5206

BANK GUARANTEE FOR BID BOND

In consideration of the **M/s Sterlite Grid 4 Limited** [Insert name of the Bidder] submitting the Bid *inter alia* for establishing the Transmission System for **"Creation of new 400 kv GIS Substations in Gurgaon and Palwal area as a part of ISTS"** on build, own, operate and maintain basis, in response to the RFP dated **December 29, 2015** issued by **PFC Consulting Limited**, as the Bid Process Coordinator (hereinafter referred to as BPC) agreeing to consider such Bid of **M/s Sterlite Grid 4 Limited** [Insert the name of the Bidder] as per the terms of the RFP, the State Bank of India, CAG Branch, Neville House, J. N. Heredia Road, Ballard Estate, Mumbai- 400 001 [Insert name and address of the bank issuing the Bid Bond, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to **PFC Consulting Limited** or its authorized representative at **New Delhi** forthwith on demand in writing from **PFC Consulting Limited** or any representative authorized by it in this behalf, any amount up to and not exceeding **Rupees Eighteen Crore Thirty Nine Lakh Seventy Five Thousand Only (Rs.18,39,75,000/=) only**, on behalf of **M/s Sterlite Grid 4 Limited** [Insert name of the Bidder] .

This guarantee shall be valid and binding on the Guarantor Bank up to and including **30th October 2016** [Date to be inserted on the basis of Clause 2.20 of this RFP] and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this guarantee is restricted to **Rupees Eighteen Crore Thirty Nine Lakh Seventy Five Thousand Only (Rs.18,39,75,000/-)**. Our Guarantee shall remain in force until **30th October 2016** [Date to be inserted on the basis of Clause 2.20 of this RFP]. **PFC Consulting Limited** or its authorized representative shall be entitled to invoke this Guarantee until **30th November 2016** [Insert Date, which is 30 days after the date in the preceding sentence]. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the **PFC Consulting Limited** or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to **PFC Consulting Limited** or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require **PFC Consulting Limited** or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against **PFC Consulting Limited** or its authorized representative in respect of any payment made hereunder.

FOR STATE BANK OF INDIA

Bank Guarantee
No. 09995 16 BG0000438
Date - 2 MAR 2016

DY. MANAGER
(TRADE FINANCE)
CAG Br. MUMBAI,
BALLARD ESTATE, MUMBAI-400001

DY. MANAGER
(TRADE FINANCE)
Br. CODE :09995

सुधीर कनिरे
SUDHIR KANIRE
K-12477

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, **PFC Consulting Limited** or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by **PFC Consulting Limited** or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to **Rupees Eighteen Crore Thirty Nine Lakh Seventy Five Thousand Only (Rs.18,39,75,000/-)** and It shall remain in force until 30th October 2016 [Date to be inserted on the basis of Clause 2.20 of RFP], with an additional claim period of 30 days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if **PFC Consulting Limited** or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this 02nd day of March, 2016 at Mumbai.

Witne
ss:
1. Nimesh T. Jogadi Signature:

..... Name and Address.

.....

2. Mukund S. Kamble Designation with Stamp:

Name and Address

Name:

Signature .....
Attorney as per power of attorney no.
.....NA.....

For:
..... [Insert Name of the Bank]
FOR STATE BANK OF INDIA

DY. MANAGER (TRADE FINANCE) MAG Br. MUMBAI, BALLARD ESTATE, MUMBAI-400001

DY. MANAGER (TRADE FINANCE) Br. CODE :09995

SUDHIR KANURE K-12477

Bank Guarantee
No. 09995 16 BG00 00 0498

Date 02 MARCH 2016

Board Resolutions

(As Per Format 1 of Annexure – 8)

Sterlite Grid 4 Limited
F-1, The Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065
CIN: U29253DL2015PLC281690

Phone: +91-11-49962200
Fax: +91-11-49962288
www.sterlitegrid.com

CERTIFIED TRUE COPY OF THE EXTRACTS OF MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF STERLITE GRID 4 LIMITED HELD ON JANUARY 21, 2016

INVESTMENT IN SHARE CAPITAL OF GURGAON-PALWAL TRANSMISSION LIMITED

The Board, after discussion, at the duly convened Meeting on January 21, 2016 with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:-

"**RESOLVED THAT** pursuant to the provisions of the Companies Act, 2013 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of 100% (Hundred per cent) of the total equity share capital of **"Gurgaon-Palwal Transmission Limited"** representing the entire amount proposed to be invested by the company for the **"Creation of new 400 kv GIS Substations in Gurgaon and Palwal area as a part of ISTS"**, partly by acquisition of the existing equity shares from **PFC Consulting Limited** and / or partly by subscribing to the new equity shares, as per the terms of the RFP.

FURTHER RESOLVED THAT Mr. Mohit Saxena, Manager of the Company, be and is hereby authorized to take all the steps required to be taken by the Company for submission of the Bid, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to **"Gurgaon-Palwal Transmission Limited"** as part of the Bid or such other documents as may be necessary in this regard."

CERTIFIED TRUE COPY
FOR STERLITE GRID 4 LIMITED

T. AMARENDRANATH REDDY
DIRECTOR (DIN 07107290)

STERLITE GRID 4 LIMITED

21/1/16

STERLITE GRID 4 LIMITED

Sterlite Grid 4 Limited
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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF STERLITE GRID 4 LIMITED HELD ON JANUARY 21, 2016

AUTHORITY FOR RFP ISSUED BY PFC CONSULTING LIMITED

"**RESOLVED THAT**, pursuant to Request for Proposal (RFP) issued for tenders floated by PFC Consulting Limited (BPC) for "**Creation of new 400 kv GIS Substations in Gurgaon and Palwal area as a part of ISTS**", Mr. Anupam Jindal, Mr. Ajay Bhardwaj, Mr. T. Amarendranath Reddy, Directors of the Company and Mr. Mohit Saxena, Manager of the Company, be and are hereby severally authorized to take all the steps required to be taken by the Company for submission of the Bid, commitment to invest on behalf of Company, including in particular, signing of the Bid, making changes thereto, submitting amended Bid, reply to clarifications of BPC and all the documents related to the Bid, certified copy of Board resolution(s), extracts from statutory register(s) or letter or undertakings etc., required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard.

RESOLVED FURTHER THAT if so required, Mr. Anupam Jindal, Mr. Ajay Bhardwaj, Mr. T. Amarendranath Reddy, Directors of the Company and Mr. Mohit Saxena, Manager of the Company be and are hereby severally authorized to carry the Common Seal to any place within India and to affix the same on any of the documents requiring affixation of Common Seal of the Company.

RESOLVED FURTHER THAT Mr. Anupam Jindal, Mr. Ajay Bhardwaj, Mr. T. Amarendranath Reddy, Directors of the Company and Mr. Mohit Saxena, Manager of the Company be and are hereby severally authorized to take all the necessary decisions and sign the documents which are required to be signed by Director/Manager provided that if any such document requires affixation of Common Seal, then the seal may be affixed on such document in the presence of such Director/Manager signing."

FOR STERLITE GRID 4 LIMITED

T. AMARENDRANATH REDDY
DIRECTOR
DIN-07107290

Sterlite

Board Resolutions

(As Per Format 2 of Annexure – 8)

Sterlite Technologies Limited
Godrej Millennium,
9, Koregaon Road, Pune 411 001
Maharashtra, INDIA
CIN No.: L31300MH2000PLC269261

Phone: +91-20-30514000
Fax: +91-20-30514113
www.sterlitetechnologies.com

CERTIFIED TRUE COPY OF THE EXTRACTS OF MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF STERLITE TECHNOLOGIES LIMITED HELD ON JANUARY 28, 2016

Authority for giving an Undertaking for investment in equity capital of Gurgaon-Palwal Transmission Limited

The Board, after discussion, at the duly convened Meeting on January 28, 2016, with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

"**RESOLVED THAT** pursuant to the provisions of the Companies Act, 2013 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the BPC, in the format specified in the RFP issued by the BPC, draft of which is attached hereto and initialed by the Chairman whereby the company undertakes to invest Hundred percent (100 %) of the total equity share capital of **Gurgaon- Palwal Transmission Limited** representing the entire amount proposed to be invested by Sterlite Grid 4 Limited for the said Project, in case of failure of Sterlite Grid 4 Limited to make such investment.

FURTHER RESOLVED THAT Mr. Pravin Agarwal or Dr. Anand Agarwal, be and is hereby authorized to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the BPC through Sterlite Grid 4 Limited of all the related documents, certified copy of this Board resolution or letter, undertakings etc., required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard."

CERTIFIED TRUE COPY

For Sterlite Technologies Limited

A. V. Deshpande

STERLITE TECHNOLOGIES LIMITED

Amit Deshpande
Company Secretary
(ACS 17551)

Date: February 25, 2016

7/3/16

Chairman

STERLITE GRID 4 LIMITED

Sterlite Technologies Limited
Godrej Millennium,
9, Koregaon Road, Pune 411 001
Maharashtra, INDIA
CIN No.: L31300MH2000PLC269261

Phone: +91-20-30514000
Fax: +91-20-30514113
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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF STERLITE TECHNOLOGIES LIMITED HELD ON JANUARY 28, 2016

Authority to affix Common Seal of the Company on the Undertaking

"**RESOLVED THAT** pursuant to the provisions of the Companies Act, 2013 and Articles of Association of the company common seal of the Company be affixed on the Undertaking to be submitted to BPC to invest upto 100% of the equity share capital of **Gurgaon- Palwal Transmission Limited** in the presence of any one of Mr. Pravin Agarwal, Vice Chairman & Whole-time Director or Dr. Anand Agarwal, CEO & Whole-time Director who shall sign the same in token thereof."

For Sterlite Technologies Limited

A. V Deshpande

CERTIFIED TRUE COPY

STERLITE TECHNOLOGIES LIMITED

Amit Deshpande
Company Secretary
(ACS 17551)

Date: February 26, 2016

STERLITE GRID 4 LIMITED

East North Interconnection Company Limited
F-1, Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065.
CIN No.: U40102DL2007PLC158625

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Fax : +91-11-49962288
www.sterlitegrid.com

CERTIFIED TRUE COPY OF THE EXTRACTS OF MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF EAST-NORTH INTERCONNECTION COMPANY LIMITED HELD ON JANUARY 22, 2016

UNDERTAKING TO INVEST UPTO 100% OF THE EQUITY SHARE CAPITAL OF GURGAON-PALWAL TRANSMISSION LIMITED

The Board, after discussion, at the duly convened Meeting on January 22, 2016, with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

"RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the BPC, in the format specified in the RFP issued by the BPC, draft of which is attached hereto and initialled by the Chairman whereby the company undertakes to invest Hundred percent (100 %) of the total equity share capital of **"Gurgaon-Palwal Transmission Limited"** representing the entire amount proposed to be invested by Sterlite Grid 4 Limited for the said Project, in case of failure of Sterlite Grid 4 Limited to make such investment.

FURTHER RESOLVED THAT Mr. T. Amarendranath Reddy, Authorised Representative of the Company, be and is hereby authorized to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the BPC through Sterlite Grid 4 Limited of all the related documents, certified copy of this Board resolution or letter, undertakings etc, required to be submitted to BPC as part of the Bid or such other documents as may be necessary in this regard."

CERTIFIED TRUE COPY

FOR EAST-NORTH INTECONNECTION COMPANY LIMITED

AJAY BHARDWAJ
DIRECTOR
DIN: 05246313

East-North Interconnection Company Limited
New Delhi

7/2/16

STERLITE GRID 4 LIMITED

Bidder's Undertakings

(As per Format 1 of Annexure 6)

Sterlite Grid 4 Limited
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1 & 2, Ishwar Nagar, Mathura Road,
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CIN No.: U29253DL2015PLC281690

Phone : +91-11-49962200
Fax : +91-11-49962288
www.sterlitegrid.com

Date: 04th Mar 2016

To,

PFC Consulting Limited
(A wholly owned subsidiary of Power Finance Corporation Ltd.)
1st Floor, "Urjanidhi", 1, Barakhambha Lane,
Connaught Place,
New Delhi – 110 001

Dear Sir,

Sub: Bidders' Undertakings in respect of Bid for selection of TSP for the "Creation of new 400 kv GIS Substations in Gurgaon and Palwal area as a part of ISTS"

We hereby undertake on our own behalf and on behalf of the TSP, that if selected as the Successful Bidder for the Project:

1. The Project shall comply with all the relevant electricity laws, codes, regulations, standards and Prudent Utility Practices, environment laws and relevant technical, operational and safety standards, and we shall execute any agreements that may be required to be executed as per law in this regard.

2. We confirm that the Project shall also comply with the standards and codes as per Clause 1.3 of the RFP and the TSP shall comply with the provisions contained in the Central Electricity Regulatory Commission (Open Access in inter-state transmission) Regulations, 2008 and the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 made pursuant to section 177 (2) of the Electricity Act, 2003, as amended from time to time.

3. We give our unconditional acceptance to the RFP dated **December 29, 2015** issued by the BPC and the RFP Project Documents, as amended, and undertake to ensure that the TSP shall execute the Share Purchase Agreement as per the provisions of this RFP.

4. We have submitted the Bid on the terms and conditions contained in the RFP and the RFP Project Documents. Further, the Financial Bid submitted by us is strictly as per the format provided in Annexure-4 of the RFP, without mentioning any deviations, conditions, assumptions or notes in the said Annexure.

5. Our Bid is valid up to the period required under Clause 2.17 of the RFP.

7/3/16

STERLITE GRID 4 LIMITED

Sterlite GRID

Sterlite Grid 4 Limited
F-1, Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
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CIN No.: U29253DL2015PLC281690

Phone : +91-11-49962200
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6. Our Bid has been duly signed by authorized signatory and stamped in the manner and to the extent indicated in this RFP and the power of attorney / Board resolution in requisite format as per RFP has been enclosed in original with this undertaking.

7. We have assumed that if we are selected as the Successful Bidder, the provisions of the Consortium Agreement submitted at the time of the RFQ, to the extent applicable in relation to equity lock in and our liability thereof shall get modified to give effect to the provisions of Clause 2.14.4 of this RFP and Article 18.2 of the TSA. *(Note: This is applicable only in case of a Bidding Consortium)*

8. We confirm that our Bid meets the Scheduled COD of each transmission Element and the Project as specified below:

Sr. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Sequence of commissioning of Element(s)
1	Aligarh- Prithala 400 kV D/c HTLS line	34 months	17.5	Prithala S/s as indicated at Pt. No. 8
2	Prithala- Kadarpur 400 kV D/c HTLS line	34 months	8.5	Prithala & Kadarpur S/s as indicated at Pt. No. 6 & 8 alongwith either Aligarh-Prithala line along with its prerequisite elements or Kadarpur-Sohna Road line along with its prerequisite elements.
3	Kadarpur-Sohna Road 400 kV D/c HTLS line	38 months	1.3	Kadarpur & Sohna Road S/s as indicated at Pt. No. 6 & 7 alongwith either Prithala –Kadarpur line along with its prerequisite elements

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Sr. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Sequence of commissioning of Element(s)
				or LILO of Gurgaon-Manesar line at Sohna Road along with its prerequisite elements.
4	LILO of Gurgaon-Manesar 400 kV D/c Quad line at Sohna Road S/s	38 months	0.75	Sohna Road S/s as indicated at Pt. No.7
5	Neemrana (PG)- Dhanonda (HVPNL) 400 kV D/c HTLS line	34 months	12.55	2 Nos. of 400kV line bays at 400kV Dhanonda (HVPNL) substation
6	Creation of 400/220 kV, 2X500 MVA GIS Substation at Kadarpur in Gurgaon area along with 1 No. of 125 MVAR Bus Reactor **400 kV bay requirements** Line bays : 4 nos. ICT bays : 2 nos Bus Reactor Bays . : 1 no. Bus Reactor (125 MVAR): 1 no. **220 kV bay requirements** Line bays : 8 nos. ICT bays : 2 nos **Provision for Future Expansion** i) 2x500 MVA 400/220 kV ICTs ii) 4 Nos. of 400 kV line bays iii) 2 Nos. of ICT Bays at 400 kV side iv) 8 Nos. of 220 kV line bays v) 2 Nos. of ICT Bays at 220 kV side	34 months	19.3	Prithala- Kadarpur 400 kV D/c HTLS line along with its prerequisite elements or Kadarpur- Sohna 400 kV D/c HTLS road line along with its prerequisite elements.

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7	Creation of 400/220 kV, 2X500 MVA GIS substation at Sohna Road in Gurgaon area along with 1 No. of 125 MVAR Bus Reactor **400 kV bay requirements** Line bays : 6 nos. ICT bays : 2 nos Bus Reactor Bays . : 1 no. Bus Reactor (125 MVAR): 1 no. **220 kV bay requirements** Line bays : 8 nos ICT bays : 2 nos **Provision for Future Expansion** (i)2x500 MVA 400/220 kV ICTs (ii) 4 Nos. of 400 kV line bays (iii) 2 Nos. of ICT Bays at 400 kV Side (iv) 8 Nos. of 220 kV line bays (v) 2 Nos. of ICT Bays at 220 kV side	38 months	20.0	either Kadarpur-Sohna Road 400 kV D/c HTLS line along with its prerequisite elements or LILO of Gurgaon-Manesar 400 kV D/c line at Sohna Road Site
8	Creation of 400/220 kV, 2X500 MVA GIS substation at Prithala in Palwal area along with 1 No. of 125 MVAR Bus Reactor **400 kV bay requirements** Line bays : 4 nos. ICT bays : 2 nos Bus Reactor Bays . : 1 no. Bus Reactor (125 MVAR): 1 no. **220 kV bay requirements** Line bays : 8 nos. ICT bays : 2 nos. **Provision for Future Expansion** (i) 2x500 MVA 400/220 kV ICTs (ii) 4 Nos. of 400 kV line bays (iii) 2 Nos. of ICT Bays at 400 kV side (iv) 8 Nos. of 220 kV line bays (v) 2 Nos. of ICT Bays at 220 kV side	34 months	19.3	Aligarh- Prithala 400 kV D/c HTLS Line along with its prerequisite elements or Prithala-Kadarpur400 kV D/c HTLS line along with its prerequisite elements.

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Sr. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Sequence of commissioning of Element(s)
9	2 Nos. of 400kV line bays at 400kV Dhonanda (HVPNL) substation	34 months	0.8	Neemrana (PG) – Dhonanda (HVPNL) 400 kV D/c HTLS line

We agree that the Element(s) mentioned in Sr. No.1-9 are critical to the operation of the Project and the actual COD of such Element(s) shall be no later than the Scheduled COD as mentioned in the above table.

We further agree that the payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after the successful commissioning of such critical Element(s).

Scheduled COD for the Project: 38 months from Effective Date

9. We confirm that our Financial Bid conforms to all the conditions mentioned in this RFP, and in particular, we confirm that:

a. Ratio of minimum and maximum Quoted Transmission Charges during the term of the TSA for which Transmission Charges have been quoted in the format at Annexure-4 of the Bid is not less than zero point seven (0.7) as provided in Clause 2.14.1.2.

b. Further, the Quoted Escalable Transmission Charges (after duly escalating the Quoted Escalable Transmission Charges on the basis of the escalation rates specified in Clause 3.3.1.3) for any Contract Year does not exceed fifteen percent (15%) of the corresponding Quoted Non-Escalable Transmission Charges for that Contract Year, for the entire term.

c. Financial Bid in the prescribed format of Annexure-4 has been submitted duly signed by the authorized signatory.

d. Financial Bid is unconditional.

e. Only one Financial Bid has been submitted.

10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our acquisition of "**Gurgaon- Palwal Transmission Limited**" pursuant to our selection as Selected Bidder, we agree that the

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same would be treated as a TSP's Event of Default under TSA, and relevant provisions of TSA shall apply.

11. We confirm that there are no litigations or other disputes against us which materially affect our ability to fulfill our obligations with regard to the Project as per the terms of RFP Project Documents.

12. Original power of attorney / Board resolution as per Clause 2.14.1.1 is enclosed.

STERLITE GRID 4 LIMITED

Signature and stamp of Any ~~Whole-Time Director~~ / Manager (refer Note 1 below) of Bidding Company or ~~Lead Member of Consortium~~
(supported by a specific Board Resolution)

Please also affix common seal of Bidding Company / ~~Member in a Bidding Consortium~~

(TAMARENDRANATH REDDY)

Common seal of Sterlite Grid 4 Limited has been affixed in my / our presence pursuant to Board of Director's Resolution dated October 23, 2015.

WITNESS

1. .....
(Signature)
Name : MD WASIM ALAM
Designation : ASSOCIATE MANAGER

2. .....
(Signature)
Name : NITIN MAHAJAN
Designation : DEPUTY MANAGER

Note:

1) In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 2013 for the purpose in question.

The Company Secretary also certifies that the Company does not have a Whole-Time Director.

STERLITE GRID 4 LIMITED

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF STERLITE GRID 4 LIMITED HELD ON SEPTEMBER 11, 2015

APPOINTMENT OF MR. MOHIT SAXENA AS MANAGER OF THE COMPANY

"**RESOLVED THAT** in accordance with the provisions of sections 196, 197 and all other applicable provisions, if any, read with Schedule V to the Companies Act, 2013, and rules made thereunder, as may be necessary, consent of the Company be and is hereby accorded for the appointment of Mr. Mohit Saxena as Manager of the Company for a period of 5 (five) years commencing from September 11, 2015 without any remuneration.

RESOLVED FURTHER THAT the Board may at any time amend, alter or revise the terms and conditions of appointment and remuneration of Mr. Mohit Saxena, during the tenure of his appointment.

RESOLVED FURTHER THAT any of the Directors of the Company be and is hereby severally authorized to file necessary forms with the Registrar of Companies, in accordance with the relevant provisions of Companies Act, 2013, and further to do all such acts, deeds, matters and things as may be necessary and/or incidental to the said appointment, from time to time."

Certified True Copy
For Sterlite Grid 4 Limited

T. Amarendramuli Reddy
Director (DIN 07107290)

STERLITE GRID 4 LIMITED

STERLITE GRID 4 LIMITED

Sterlite Grid 4 Limited
F-1, The Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF STERLITE GRID 4 LIMITED HELD ON OCTOBER 23, 2015

POWER OF ATTORNEY IN FAVOUR OF MR. MOHIT SAXENA - MANAGER FOR SUBMISSION OF RFQ & RFP

"**RESOLVED THAT** approval of the Board of Directors of the Company be and is hereby accorded to submit bid/proposal in response to the Request for Qualification (RFQ) and Request for Proposal (RFP) issued for tender floated by PFC Consulting Ltd. to establish transmission system for **'Creation of New 400KV GIS Substations in Gurgaon and Palwal area as a Part of ISTS'.**

RESOLVED FURTHER THAT any one of the Directors of the Company be and is hereby severally authorised to issue Power of Attorney in favour of Mr. Mohit Saxena, Manager of the Company for signing all the required documents in response to RFQ and RFP issued for tender floated by PFC Consulting Ltd. and deal/negotiate with the Bid Process Coordinators or Project In-charge or any other authority and particularly to do the following:-

1. To represent the Company in negotiating with PFC Consulting Ltd. for submission of bid in the tender.
2. To execute all documents to be submitted in response to the Request for Qualification and Request for Proposal.
3. To sign any other necessary documents, undertakings and submit the bid in the tender.
4. To make the offers, price revisions after submission of the bid.
5. To do all the needful for the purpose of bidding in the tender.

RESOLVED FURTHER THAT Mr. Mohit Saxena – Manager of the Company be and is hereby authorised to take all the necessary decisions and sign the documents which are required to be signed by Manager of the Company, provided that if any such document requires affixation of Common Seal, then the seal may be affixed on such document in the presence of Mr. Mohit Saxena – Manager of the Company.

RESOLVED FURTHER THAT if so required, Mr. Mohit Saxena – Manager of the Company be and is hereby authorized to carry the Common Seal to any place within India to affix the same on any of the documents requiring affixation of Common Seal of the Company.

STERLITE GRID 4 LIMITED

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RESOLVED FURTHER THAT any one of the Directors of the Company or Mr. Mohit Saxena – Manager of the Company be and are hereby severally authorised to take all the necessary decisions and sign the documents which are required to be signed by CEO/Director/Manager provided that if any such document requires affixation of Common Seal, then the seal may be affixed on such document in the presence of such Director/Manager signing.

RESOLVED FURTHER THAT all the actions taken by the Attorney under the aforesaid Powers of Attorney will be binding on the Company.

RESOLVED FURTHER THAT the Common Seal of the Company be affixed to the Power of Attorney in the presence of any Director of the Company.

RESOLVED FURTHER THAT copy of the aforesaid resolutions, duly certified by any Director of the Company be furnished to the concerned authorities, wherever necessary."

Certified True Copy
For **Sterlite Grid 4 Limited**

STERLITE GRID 4 LIMITED

T. Amarendranath Reddy
Director
DIN- 07107290

7/20/16

STERLITE GRID 4 LIMITED

Bidder's Undertakings

(Details of Equity Investment as per Format 2 of Annexure 6)

7/3/16

Sterlite Grid 4 Limited
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Format 2: Details of equity investment in Project

1.1.a Name of the Bidding Company/ ~~Bidding Consortium~~: **Sterlite Grid 4 Limited**

~~1.1.b Name of the Lead Member in the case of a Bidding Consortium:~~

1.2 Investment details of the Bidding Company/Member of the Bidding Consortium investing in **"Gurgaon- Palwal Transmission Limited"** as per Clause 2.14.4.2

Sl. No.	Name of the Bidding Company / Member in case of a Bidding Consortium	Name of the Company investing in the equity of the Gurgaon- Palwal Transmission Limited	Relationship with Bidding Company/Member of the Bidding Consortium*	% of equity participation in the Gurgaon- Palwal Transmission Limited
(1)	(2)	(3)	(4)	(5)
1	***Sterlite Grid 4 Limited***	***Sterlite Grid 4 Limited***	-	100%
TOTAL				100%

* * In case the Bidder proposes to invest through its Affiliate(s) / Parent Company / Ultimate Parent Company, the Bidder shall declare shareholding pattern of such Affiliate(s) / Parent Company / Ultimate Parent Company and **provide documentary evidence** to demonstrate relationship between the Bidder and the Affiliate(s) / Parent Company / Ultimate Parent Company. **These documentary evidences could be, but not limited to, demat account statement(s) / Registrar of Companies' (ROC) certification / share registry book, etc duly certified by Company Secretary.**

Members of the Consortium or the Bidding Company making investment in the equity of the **"Gurgaon- Palwal Transmission Limited"** themselves to fill in their own names in the column (3)

Signature and Name of authorized person in whose name power of attorney has been issued

---

Signature of authorized person
Name: **Mohit Saxena**
Designation: **Manager**
Date: **04th Mar 2016**
Company rubber stamp

Covering Letter

(As per format of Annexure 9)

Sterlite Grid 4 Limited
F-1, The Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065
CIN: U29253DL2015PLC281690

Phone: +91-11-49962200
Fax: +91-11-49962288
www.sterlitegrid.com

Bidder's Name: Sterlite Grid 4 Limited
Full Address : F-1, Mira Corporate Suites, 1&2 Ishwar Nagar, Mathura Road, New Delhi-110065
Telephone No.: +91- 11 49962216
E-mail address: tan.reddy@sterlite.com
Fax / No. : +91- 11 49962288

To,

PFC Consulting Limited
(A wholly owned subsidiary of Power Finance Corporation Ltd.)
1st Floor, "Urjanidhi", 1, Barakhambha Lane,
Connaught Place,
New Delhi – 110 001

Sub: Bid for selection of a Transmission Service Provider to build, own, operate and maintain "Creation of new 400 kv GIS Substations in Gurgaon and Palwal area as a part of ISTS" under the Tariff Based Competitive Bidding Process

Dear Sir,

We, the undersigned Bidder having read and examined in detail the RFP for selection of a Transmission Service Provider to build, own, operate and maintain **"Creation of new 400 kv GIS Substations in Gurgaon and Palwal area as a part of ISTS"** through the Tariff Based Competitive Bidding Process, hereby submit our Bid comprising of Financial Bid and Non-Financial Bid.

1) *Bid Bond*

We have enclosed a Bid Bond of **Rs. 18,39,75,000.00 (Rupees Eighteen Crore Thirty Nine Lakh Seventy Five Thousand Only)** in the form of **bank guarantee no. 0999516BG0000438** [Insert number of the Bank Guarantee] **dated 02.03.2016** [Insert Date of the Bank Guarantee] as per your proforma **(Annexure-2)** from **SBI,CAG Mumbai** [Insert name of bank providing Bid Bond] and valid up to **30.10.2016** in terms of Clause 2.20 of the RFP.

Sterlite™

Sterlite Grid 4 Limited
F-1, The Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065
CIN: U29253DL2015PLC281690

Phone: +91-11-49962200
Fax: +91-11-49962288
www.sterlitegrid.com

2) *Acceptance*

We hereby unconditionally and irrevocably agree and accept that the decision made by the BPC on any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

3) *Familiarity With Relevant Indian Laws & Regulations*

We confirm that we have studied the provisions of relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Share Purchase Agreement, in the event of our selection as the TSP. We further undertake and agree that all such factors as mentioned in Clause 2.14.2 of RFP have been fully examined and considered while submitting the Bid.

4) *Contact Person*

Details of contact person as required under Clause 2.14.1.4(e) are furnished as under:

Name	: **Mr. T. Amarendranath Reddy**
Designation	: **Director**
Company	: **Sterlite Grid 4 Limited**
Address	: **F-1, Mira Corporate Suites, 1&2 Ishwar Nagar, Mathura Road, New Delhi-110065**
Phone Nos.	: **+91- 11 49962216**
Fax Nos.	: **+91- 11 49962288**
E-mail address	: **tan.reddy@sterlite.com**

We are enclosing herewith Envelope I (Non Financial Bid) and Envelope II (Financial Bid) containing duly signed formats each one duly closed separately, **in one (1) original + one (1) copy (duly attested)** as desired by you in your RFP for your consideration.

STERLITE GRID 4 LIMITED

Sterlite Grid 4 Limited
F-1, The Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065
CIN: U29253DL2015PLC281690

Phone: +91-11-49962200
Fax: +91-11-49962288
www.sterlitegrid.com

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from BPC.

The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

We confirm that all the terms and conditions of the Bid are valid for acceptance for a period of one eighty (180) days from the Bid Deadline.

We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated at Clause 2.14.1, of this RFP.

Dated this **04 th** day of **March** of **2016** [Insert day, month and year]

Place: **New Delhi**

Thanking you,
We remain,

Yours faithfully,

Name and signature of authorized person in whose name power of attorney / Board resolution as per Clause2.14.1.1 is issued.

Signature of authorized person

Name: **Mohit Saxena.**

Designation: **Manager**

Date: **04th Mar 2016**

Company rubber stamp

Power of Attorney

(As per format 1 of Annexure 10)

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	IN-DL18882649060302O
Certificate Issued Date	:	23-Feb-2016 11:25 AM
Account Reference	:	IMPACC (IV)/ dl915403/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL91540336423798642131O
Purchased by	:	STERLITE GRID 4 LIMITED
Description of Document	:	Article 48(c) Power of attorney - GPA
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	STERLITE GRID 4 LIMITED
Second Party	:	AS APPLICABLE
Stamp Duty Paid By	:	STERLITE GRID 4 LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

.....Please write or type below this line.....

The Seal of Notary Public

POWER OF ATTORNEY

Know all men by these presents, we **Sterlite Grid 4 Limited** having registered office at F-1, The Mira Corporate Suites, 1 & 2, Ishwar Nagar, Mathura Road, New Delhi – 110065, Delhi, India, do hereby constitute, appoint and authorize **Mr. Mohit Saxena – Manager** of the company residing at Flat No. D-17, 5th Floor, Pocket – 9A, DDA HIG Flats, Jasola, New Delhi – 110025, as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for the

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

Project **"Creation of new 400 kv GIS Substations in Gurgaon and Palwal area as a part of ISTS"** in response to the RFP dated **December 29, 2015** issued by the BPC, including signing and submission of the Bid and all other documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the BPC, and providing information / responses to the BPC, representing us in all matters before the BPC, and generally dealing with the BPC in all matters in connection with our Bid for the said Project till the completion of the bidding process.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named
Sterlite Grid 4 Limited
through the hand of
T. Amarendranath Reddy - Director
duly authorized by the Board to issue such Power of Attorney

Dated this 04th **day of** March, 2016

Accepted

Signature of Attorney
Mohit Saxena – Manager
Flat No. D-17, 5th Floor, Pocket – 9A,
DDA HIG Flats, Jasola, New Delhi – 110 025

The Seal of Notary Public * Madan Lal Gupta *

Attested

(Signature of the Executant)
T. Amarendranath Reddy - Director
Sterlite Grid 4 Limited
Flat No-D-2/43, Plot No. - 4, Gold Croft Apartments,
Sector 11, Dwarka, New Delhi – 110075

ATTESTED
Madan Lal Gupta
Notary Public, Delhi-India

4 MAR 2016

Signature and stamp of Notary of the place of execution

Common seal of Sterlite Grid 4 Limited has been affixed in my presence pursuant to Board of Director's Resolution dated January 21, 2016.

WITNESS

1. .....
(Signature)
Name: MD. WASIM ALAM
Designation: ASSOCIATE MANAGER

2. .....
(Signature)
Name: NITIN MAHAJAN
Designation: DEPUTY MANAGER

Note:

(1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

(2) Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power, hereunder on behalf of the executant(s).

Madan Lal Gupta
Notary Public, Delhi-India

Undertaking for Equity Investment

(As per Annexure 10 A)

7/3/16

7/3/16

Sterlite Technologies Limited
Godrej Millennium,
9, Koregaon Road, Pune 411 001
Maharashtra, INDIA
CIN No.: L31300MH2000PLC269261

Phone: +91-20-30514000
Fax: +91-20-30514113
www.sterlitetechnologies.com

February 26, 2016

Name: Sterlite Technologies Limited
Full Address: Godrej Millennium 9, Koregaon Road, Pune 411 001
Telephone No.: 020 – 30514000
E-mail address: tan.reddy@sterlite.com
Fax / No.: 020 - 30514113

To
PFC Consulting Limited
(A wholly owned subsidiary of Power Finance Corporation Ltd.)
1st Floor, "Urjanidhi", 1, Barakhambha Lane,
Connaught Place,
New Delhi – 110 001

Sub: Undertaking for equity investment

Dear Sir,

We refer to the Request for Qualification dated **October 15, 2015** ('RFQ') and Request for Proposal dated **December 29, 2015**, ('RFP') issued by you regarding setting up of **"Creation of new 400 kv GIS Substations in Gurgaon and Palwal area as a part of ISTS"** Project on build, own, operate and maintain basis.

We have carefully read and examined in detail the RFQ and the RFP, including in particular, Clause 2.1.4 of the RFQ and Clauses 2.14.1.1 and 2.14.4 of the RFP, regarding submission of an undertaking regarding the investment in the equity share capital of **"Gurgaon- Palwal Transmission Limited"** and provisions for minimum equity holding and equity lock-in. We have also noted the amount of the equity investment required to be made in **"Gurgaon- Palwal Transmission Limited"** by the Sterlite Grid 4 Limited for the Project.

In view of the above, we hereby undertake to you and confirm that in the event of failure of Sterlite Grid 4 Limited to invest in full or in part, in the equity share capital of **"Gurgaon-Palwal Transmission Limited"** as specified in the Bid, we shall invest the said amount not invested by Sterlite Grid 4 Limited in **"Gurgaon- Palwal Transmission Limited"** by purchase of existing shares or subscribing to the new shares of **"Gurgaon- Palwal Transmission Limited"**, as stipulated by you.

GRID 4 LIMITED

Sterlite™

Sterlite Technologies Limited
Godrej Millennium,
9, Koregaon Road, Pune 411 001
Maharashtra, INDIA
CIN No.: L31300MH2000PLC269261

Phone: +91-20-30514000
Fax: +91-20-30514113
www.sterlitetechnologies.com

We have attached hereto certified true copy of the Board resolution whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

Certified as True
For Sterlite Technologies Limited

Anand Agarwal (DIN 00057364)
CEO & Whole-time Director

Common seal of Sterlite Technologies Limited has been affixed in my/~~our~~ presence pursuant to Board of Director's Resolution dated January 28, 2016.

WITNESS:

1. .....
(Signature)
Name: MD. WASIM ALAM
Designation: ASSOCIATE MANAGER

2. .....
(Signature)
Name: NITIN MAHAJAN
Designation: DEPUTY MANAGER,

STERLITE GRID LIMITED

Sterlite Technologies Limited
Godrej Millennium,
9, Koregaon Road, Pune 411 001
Maharashtra, INDIA
CIN No.: L31300MH2000PLC269261

Phone: +91-20-30514000
Fax: +91-20-30514113
www.sterlitetechnologies.com

February 26, 2016

To:

PFC Consulting Limited
(A wholly owned subsidiary of Power Finance Corporation Ltd.)
1st Floor, "Urjanidhi", 1, Barakhambha Lane,
Connaught Place,
New Delhi – 110 001

Subject: Certificate as per Note to Annexure 10A

Dear Sirs,

I, **Amit Deshpande**, Company Secretary of Sterlite Technologies Limited ("the Company") do confirm that the Company does not have a Managing Director.

For **Sterlite Technologies Limited**

A. V. Deshpande

Amit Deshpande
Company Secretary
(ACS 17551)

STERLITE GRID 4 LIMITED

East North Interconnection Company Limited
F-1, Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065.
CIN No.: U40102DL2007PLC158625

Phone : +91-11-49962200
Fax : +91-11-49962288
www.sterlitegrid.com

Date: 04th March 2016

Name: East-North Interconnection Company Limited
Full Address: F-1, The Mira Corporate Suites, 1 & 2, Ishwar Nagar, Mathura Road, New Delhi- 110065
Telephone No.: 011-49962200
E-mail address: tan.reddy@sterlite.com
Fax / No.: 011-49962288

To,

PFC Consulting Limited
(A wholly owned subsidiary of Power Finance Corporation Ltd.)
1st Floor, "Urjanidhi", 1, Barakhamba Lane,
Connaught Place,
New Delhi – 110 001

Sub: Undertaking for equity investment

Dear Sir,

We refer to the Request For Qualification dated **October 15, 2015** ('RFQ') and Request For Proposal dated **December 29, 2015** ('RFP') issued by you regarding setting up of **"Creation of new 400 kv GIS Substations in Gurgaon and Palwal area as a part of ISTS"** Project on build, own, operate and maintain basis.

We have carefully read and examined in detail the RFQ and the RFP, including in particular, Clause 2.1.4 of the RFQ and Clauses 2.14.1.1 and 2.14.4 of the RFP, regarding submission of an undertaking regarding the investment in the equity share capital of **"Gurgaon-Palwal Transmission Limited"** and provisions for minimum equity holding and equity lock-in. We have also noted the amount of the equity investment required to be made in **"Gurgaon-Palwal Transmission Limited"** by the **Sterlite Grid 4 Limited** for the Project.

In view of the above, we hereby undertake to you and confirm that in the event of failure of **Sterlite Grid 4 Limited** to invest in full or in part, in the equity share capital of **"Gurgaon-Palwal Transmission Limited"** as specified in the Bid, we shall invest the said amount not invested by **Sterlite Grid 4 Limited** in **"Gurgaon-Palwal Transmission Limited"** by purchase of existing shares or subscribing to the new shares of **"Gurgaon-Palwal Transmission Limited"**, as stipulated by you.

STERLITE GRID 4 LIMITED

East North Interconnection Company Limited
F-1, Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065.
CIN No.: U40102DL2007PLC158625

Phone : +91-11-49962200
Fax : +91-11-49962288
www.sterlitegrid.com

We have attached hereto certified true copy of the Board resolution whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

Certified as True
For East-North Interconnection Company Limited

Ajay Bhardwaj
Director
DIN: 05246313

T. AMARENDRA NATH REDDY.

Common seal of East-North Interconnection Company Limited has been affixed in my/~~our~~ presence pursuant to Board of Director's Resolution dated January 22, 2016

WITNESS:

1. .....
(Signature)
Name: MD. WASIM ALAM
Designation: ASSOCIATE MANAGER

2. .....
(Signature)
Name: NITIN MAHAJAN
Designation: DEPUTY MANAGER.

Note:

1. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 2013 for the purpose in question.
   The Company Secretary also certifies that the Company does not have a Managing Director or CEO.

2. Wherever required, extract of the chartered documents and documents such as a Board resolution should be submitted for verification.

STERLITE GRID 4 LIMITED

Sterlite™ GRID

East North Interconnection Company Limited
F-1, Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065.
CIN No.: U40102DL2007PLC158625

Phone : +91-11-49962200
Fax : +91-11-49962288
www.sterlitegrid.com

March 4, 2016

To,

PFC Consulting Limited
(A wholly owned subsidiary of Power Finance Corporation Ltd.)
1st Floor, "Urjanidhi"
1, Barakhamba Lane,
Connaught Place,
New Delhi – 110 001

Sub: Certificate as per note 1 of Annexure 10A

Dear Sir,

I, **Ajay Bhardwaj**, Director of East-North Interconnection Company Limited do hereby certify that:-

i) the Company does not have a Company Secretary; and

ii) the Company also does not have a Managing Director, Manager and Whole-Time Director.

For East-North Interconnection Company Limited

East North Interconnection Company Limited * New Delhi

Ajay Bhardwaj
Director
DIN: 05246313

STERLITE GRID 4 LIMITED

Sterlite Grid 4 Limited
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CIN: U29253DL2015PLC281690

Phone: +91-11-49962200
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To,

PFC Consulting Limited
(A wholly owned subsidiary of Power Finance Corporation Ltd.)
1st Floor, "Urjanidhi", 1, Barakhamba Lane,
Connaught Place,
New Delhi – 110 001

Sub: Confirmation and Certification by Director

Sir,

I, **T. Amarendranath Reddy**, Director of Sterlite Grid 4 Limited do confirm and certify as follows –

a) The relationship of the Bidder with Sterlite Technologies Limited (the financially evaluated entity and the ultimate parent company) and East-North Interconnection Company Limited (the technically evaluated entity), based on which the Bidder was qualified during the RFQ stage, has been maintained till date, in line with the provisions of Clause 2.1.7, read with the definition of Affiliate in the RFQ.

b) The Board of Directors of the Company in their meeting held on September 11, 2015 have appointed Mr. Mohit Saxena as 'Manager' under the Companies Act, 2013 and requisite e-Form DIR 12 confirming his appointment has been filed with the Registrar of Companies, Pune vide SRN C64271224 dated September 19, 2015.

c) This is to certify that the Company does not have a Managing Director or Whole-time Director but has 'Manager' under the Companies Act, 2013. As the Company has appointed 'Manager' under Section 196 of the Companies Act, 2013, the Company is not required to have Managing Director or Whole-time Director.

d) The Company has also not appointed a Company Secretary. Further, pursuant to the provisions of Section 203 of Companies Act 2013 read with Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014, the Company is not compulsorily required to appoint a Company Secretary.

e) This is to confirm that resolution passed in the Board Meeting of the Company held on October 23, 2015 thereby allowing issuance of Power of Attorney in favor Mr. Mohit Saxena, Manager of the Company for RFQ and RFP floated by PFC Consulting Limited for establishing **"Creation of new 400 kv GIS Substations in Gurgaon and Palwal area as a part of ISTS"** is valid and subsisting as on date.

Sterlite™

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CIN: U29253DL2015PLC281690

Phone: +91-11-49962200
Fax: +91-11-49962288
www.sterlitegrid.com

f) That the Company undertakes that subsequent to the execution of Share Purchase Agreement for acquisition of the SPV, the provisions of Transmission Service Agreement shall be adhered to by the Bidder.

FOR **STERLITE GRID 4 LIMITED**

T. AMARENDRANATH REDDY
DIRECTOR
(DIN 07107290)

STERLITE GRID 4 LIMITED

STERLITE GRID 4 LIMITED

Format for Disclosure

(As per Annexure 14)

Sterlite Grid 4 Limited
F-1, The Mira Corporate Suites,
1 & 2, Ishwar Nagar, Mathura Road,
New Delhi - 110 065
CIN: U29253DL2015PLC281690

Phone: +91-11-49962200
Fax: +91-11-49962288
www.sterlitegrid.com

Disclosure

We hereby declare that the following companies with which we/ have direct or indirect relationship are also separately participating in this Bid process as per following details

S.No.	Name of the Company	Relationship
1.	**Nil**	-
2.		
3.		

In case there is no such company, in the column "Name of the Company" write "Nil"

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

STERLITE GRID 4 LIMITED

(MOHIT SAXENA)

CERTIFIED TRUE COPY

Signature of Any Whole-Time Director / Manager
(supported by a specific Board Resolution)

The above disclosure should be signed and certified as true by Any Whole-Time Director / Manager **(refer Note below)** of the Bidding Company or of the Member, in case of a Consortium (supported by a specific Board Resolution).

Note:

1. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question.

   The Company Secretary also certifies that the Company does not have a Managing Director or CEO.

STERLITE GRID 4 LIMITED

(MOHIT SAXENA)

Schedule : 11

Contract Performance Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country. To be provided separately in the name of each of the Long Term Transmission Customer(s), in proportion to their Allocated Project Capacity as provided in Schedule 1 of this document)

In consideration of the .....[Insert name of the Selected Bidder or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the TSA dated .....and the other RFP Project Documents and **PFC Consulting Limited** and **Gurgaon- Palwal Transmission Limited**, agreeing to execute the Share Purchase Agreement with the Selected Bidder, regarding setting up the Project, the ..... [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to .....[Insert Name of the Long Term Transmission Customer] at .....[Insert the Place from the address of the Long Term Transmission Customer indicated in the TSA] forthwith on demand in writing from .....[Name of the Long Term Transmission Customer] *or* any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ..... crores only [Insert the amount of the bank guarantee in respect of the Long Term Transmission Customer as per the terms of TSA separately to each Long Term Transmission Customer in the ratio of Allocated Project Capacities as on the date seven (7) days prior to the Bid Deadline] on behalf of M/s. ..... [Insert name of the Selected Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including .....and shall not be terminable by notice or any change in the constitution of the Bank or the term of the TSA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rupees ..... Crores (Rs. .....) only. Our Guarantee shall remain in force until .....[Insert the date of validity of the Guarantee as per Article 3.1.2 of this TSA]. The Long Term

UTC Chandigarh | BSES Yamuna Power Limited | BSES Rajdhani Power Limited | Tata Power Delhi Distribution Limited | New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

Transmission Customer shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **Gurgaon-Palwal Transmission Limited**, ... [Insert name of the Selected Bidder] and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

THIS BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

THIS BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Long Term Transmission Customer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against **Gurgaon- Palwal Transmission Limited** or the Selected Bidder, to make any claim against or any demand on **Gurgaon- Palwal Transmission Limited** or the Selected Bidder or to give any notice to **Gurgaon- Palwal Transmission Limited** or the Selected Bidder or to enforce any security held by the Long Term Transmission Customer or to exercise, levy or enforce any distress, diligence or other process against **Gurgaon- Palwal Transmission Limited** or the Selected Bidder or TSP, as the case may be.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Long Term Transmission Customer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Long Term Transmission Customer to any entity to whom the Lead Long Term

UTC, Chandigarh | BSES Yamuna Power Limited | BSES Rajdhani Power Limited | Tata Power Delhi Distribution Limited | New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

Transmission Customer is entitled to assign its rights and obligations under the TSA.

The Guarantor Bank hereby agrees and acknowledges that the Long Term Transmission Customer shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees ..... Crores (Rs. .....) only and it shall remain in force until .....[Date to be inserted on the basis of Article 3.1.2 of this TSA], with an additional claim period of thirty (30) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by ..... [Insert name of the Selected Bidder or Lead Member in case of the Consortium]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

In witness where of:

Signature .....

Name: .....

Power of attorney No.: .....

For:

..... [Insert Name of the Bank]

Banker's Seal and Full Address, including mailing address of the Head Office

UTC- Chandigarh | BSES Yamuna Power Limited | BSES Rajdhani Power Limited | Tata Power Delhi Distribution Limited | New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

Schedule : 12

SUPPLEMENTARY AGREEMENT

BETWEEN

..... [Insert name of the TSP]

AND

..... [Insert name of the new Long Term Transmission Customer 1],

..... [Insert name of the new Long Term Transmission Customer 2],

.

..... [Insert name of the new Long Term Transmission Customer n]

THIS SUPPLEMENTARY AGREEMENT entered into on ..... [Insert date] ..... [Insert day] of .....[Insert month] in ..... [Insert year] by and between, ... [Insert name of the Transmission Service Provider] incorporated under the Companies Act, 1956, having its registered office at ..... (here in after referred to as Transmission Service Provider or "TSP", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the first part,

AND

..... [Insert name of the new Long Term Transmission Customer '1'] having its registered office at..... [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the second part,

..... [Insert name of the new Long Term Transmission Customer '2'] having its registered office at..... [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression

UTC Chandigarh | BSES Yamuna Power Limited | BSES Rajdhani Power Limited | Tata Power Delhi Distribution Limited | New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited | Haryana Power Purchase Centre | Power Development Department, Govt. of Jammu & Kashmir | Punjab State Power Corporation Limited | Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the third part,

.

.

..... [Insert name of the new Long Term Transmission Customer 'n'] having its registered office at..... [Insert address of the new Long Term Transmission Customer 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary Agreement, (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the nth part.

WHEREAS:

A. The TSP has executed the TSA with the existing Long Term Transmission Customers as listed out in Schedule 1 of the TSA.

B. The existing Long Term Transmission Customers as listed out in Schedule 1 of the TSA have executed the TSA with the TSP.

C. The TSP has agreed to provide the Transmission Service to the existing Long Term Transmission Customers as per the terms and conditions of the TSA.

D. The Allocated Project Capacity of the existing Long Term Transmission Customers as on this date.....[Insert date] is as detailed below:

Table : 1

Sl. No.	Name of the existing Long Term Transmission Customers	Allocated Project Capacity (in MW)
1		
2		
3		
.		

E. The existing Long Term Transmission Customers have agreed, on the terms and subject to the conditions of the TSA, to use the available

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transmission capacity of the Project and pay TSP the Transmission Charges as determined in accordance with the terms of the TSA.

NOW THEREFORE THIS AGREEMENT WITNESSETH as under:

1) The new Long Term Transmission Customer(s) and their Allocated Project Capacity as on this date.... [Insert date] are as detailed below:

Table 2:

Sl. No.	Name of the new Long Term Transmission Customer(s)	Allocated Project Capacity (in MW)
1		
2		
3		
.		
.		

2) The new Long Term Transmission Customer(s) have been granted long term open access from the CTU/STU, as the case may be, and are beneficiaries to the Project.

3) The new Long Term Transmission Customer(s) agree to the terms and conditions laid down in the TSA, to use the Project and pay the TSP the Transmission Charges as determined in accordance with the terms of the TSA and the provisions of this Supplementary Agreement.

4) The TSP agrees to provide the Transmission Service to the new Long Term Transmission Customer(s) as per the terms and conditions of the TSA.

5) All terms and conditions of the TSA between the TSP and the existing Long Term Transmission Customers (as listed out in Table 1 of this Supplementary Agreement) shall apply, *mutatis mutandis* without any change, to the new Long Term Transmission Customers (as listed out in Table 2 of this Supplementary Agreement)

UTC- Chandigarh | BSES Yamuna Power Limited | BSES Rajdhani Power Limited | Tata Power Delhi Distribution Limited | New Delhi Municipal Council

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Jodhpur Vidyut Vitran Nigam Limited | Jaipur Vidyut Vitran Nigam Limited | Uttarakhand Power Corporation Limited | U.P. Power Corporation Limited | Gurgaon Palwal Transmission Limited

IN WITNESS WHEREOF the parties have executed these presents through their Authorised Representatives

WITNESS:

Table 3:

WITNESS	
1. Signature: Name: ..... Designation:	For and on behalf of ..... [Insert name of the TSP]
2. Signature: Name: ..... Designation:	For and on behalf of ..... [Insert name of the new Long Term Transmission Customer 1]
3. Signature: Name: ..... Designation:	For and on behalf of ..... [Insert name of the new Long Term Transmission Customer 1]
.	;
n. Signature: Name: ..... Designation:	For and on behalf of ..... [Insert name of the new Long Term Transmission Customer n]

UTC- Chandigarh

BSES Yamuna Power Limited

BSES Rajdhani Power Limited

Tata Power Delhi Distribution Limited

New Delhi Municipal Council

Himachal Pradesh State Electricity Board Limited

Haryana Power Purchase Centre

Power Development Department, Govt. of Jammu & Kashmir

Punjab State Power Corporation Limited

Ajmer Vidyut Vitran Nigam Limited

Jodhpur Vidyut Vitran Nigam Limited

Jaipur Vidyut Vitran Nigam Limited

Uttarakhand Power Corporation Limited

U.P. Power Corporation Limited

Gurgaon Palwal Transmission Limited

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Delhi
4th Floor , IFCI Tower , 61 , Nehru Place

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 and rule 8 of the Companies (Incorporation) Rules, 2014]

I hereby certify that Gurgaon-Palwal Transmission Limited is incorporated on this Twenty Sixth day of October Two Thousand Fifteen under the Companies Act, 2013 and that the company is limited by shares.

The CIN of the company is U40300DL2015GOI286783.

Given under my hand at Delhi this Twenty Sixth day of October Two Thousand Fifteen.

Signature Not Verified
Digitally signed by Ministry of Corporate Affairs Govt of India
Date: 2015.10.26 16:12:10 GMT+05:30

SANJAY BOSE
Assistant Registrar of Companies
Delhi

Mailing Address as per record available in Registrar of Companies office:

Gurgaon-Palwal Transmission Limited
FIRST FLOOR 'URJANIDHI', 1,BARAKHAMBA LANE,, CONNAUGHT PLACE,,
New Delhi - 110001,
Delhi, INDIA

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: U40300MH2015GOI363587

SECTION 13(5) OF THE COMPANIES ACT, 2013

Certificate of Registration of Regional Director order for Change of State

M/s GURGAON-PALWAL TRANSMISSION LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Delhi to the Maharashtra and such alteration having been confirmed by an order of Regional Director bearing the date 03/06/2021.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Mumbai this Eighth day of July Two thousand twenty-one.

DS MINISTRY OF CORPORATE AFFAIRS 23 2

Anil Bhagure

Registrar of Companies

RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

GURGAON-PALWAL TRANSMISSION LIMITED

UnitNo 101,First Floor,Windsor Village,KoleKalyan, Off CST Road, Vidyanagari Marg,Santacruz(East), Mumbai, Mumbai City, Maharashtra, India, 400055

CERTIFIED TRUE COPY

MEMORANDUM OF ASSOCIATION

OF

CERTIFIED TRUE COPY

Gurgaon- Palwal Transmission Limited

I.	Name of the Company	The name of the company is **Gurgaon-Palwal Transmission Limited.**
II.	Registered Office	*The registered office of the Company will be situated in the State of Maharashtra within the jurisdiction of the Registrar of Companies of Mumbai
III.	Objects	The objects for which the company is established are:
A.		**MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
1.	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 regional and national grid system, execution of turn-key jobs for other utilities/organizations, wheeling of power, purchase and sale of power in accordance with the policies, guidelines and objectives laid down by the Central Government from time to time.
2.	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.
3.	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.
B.		**Matters Which are Necessary for Furtherance of the Objects Specified in Clause III (A) Are:**
1.	To obtain authority etc to carry out its objects	To obtain license, approvals and authorisation from carry out its objects 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.

Amended vide Special Resolution passed in an Extra-Ordinary General Meeting dated September 25, 2020

For Gurgaon-Palwal Transmission Limited

J. K. Shah

Authorised Signature

2	To obtain charters, concession etc.	To enter into any arrangement with the Government of India etc. 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 Construction Agreement 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 business or purchasing, Importing, exporting and trading power	To carry on business of or purchasing, importing, exporting and trading of power subject to the provision of Electricity Act ,2003 and to supply electric power generated by other plants to distribute companies, trading companies other generation companies and other persons and in this regard execute agreements with Central State generating authorities departments or companies , Independent power producers and other persons.
5	To enter into Agreement: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 Agreements	To execute Transmission Service Agreements or other agreements for Transmission of power of 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 Utility transmission of electricity generated by it under the provisions of Section 10(3) (b) 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

For Gurgaon-Palwal Transmission Limited

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		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 of the property	To own, possess, acquire by purchase, lease or otherwise dispose of the property 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-organise, 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, Securities 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 appropriation of profits	To create any depreciation fund, reserve fund, sinking fund, appropriate profits 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 acquire companies 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	To establish and maintain agencies, branch offices and local

For Gurgaon-Palwal Transmission Limited

Authorised Signature

	offices in India and abroad	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 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 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 contracts/arrangements connection with issue shares/securities	Upon and for the purpose of any issue of shares, in debentures or any other securities of the Company, to enter of 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 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,

For Gurgaon-Palwal Transmission Limited

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		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, 1956 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 shroofs 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 pecuniarily 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, 1956 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 it 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 subsidise 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, 1956, 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 trade marks, 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 develop, 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 activities efficiencies and throughputs in the achievement of its business goals.
IV	Limited Liability	The liabilities of the members are limited and this liability is limited to the amount unpaid, if any , on the shares held by them.
V	**Share Capital	'The Authorized Share Capital of the Company is Rs 80,00,000 (Rupees Eight Lacs only divided into 8,00,000(Eight lakh) Equity Share of Rs. 10/-(Rupees Ten) only

*Vide resolution passed at the Extraordinary General Meeting of the members of the Company held on August 07, 2018

For Gurgaon-Palwal Transmission Limited

Authorised Signature

We the several persons, whose names and addresses are subscribed hereunder, 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:-

Name of subscriber, address, description, and occupation, if any	Number of Equity shares taken by each Subscriber	Signature of Subscriber	Signature of witness & their address, description & occupation, if any
PFC Consulting Ltd. having its registered office at first floor, Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi - 110001 Through Rachna Gupta Singh Ble Sh. R.B. Gupta, R/o F-701 Aditya Mega City, Vaibhav Khand, Indirapuram Ghaziabad, U.P. Company Secretary	9,400	[signature]	I witness to subscribers who have subscribed and signed Former, I have verified the identification particulars of the subscribers and satisfied myself as the identification particulars filled in. Amit Agrawal [signature] 90, Lotesh M.L. Agrawal FCS-5341 C.P.-3647 [illegible] Chowk, Laxmi Nagar, Delhi-32
Prem Prakash Srivastava S/o Raj Jai Prakash Srivastava R/o 33, Manu Apartments Mayur Vihar Phase-I Delhi - 110091 (Nominee of PFCCL)	100	[signature]	
Yogesh Jungs S/o H.L. Jungs, R/o - E-21, Seema CGHS Plot No-7, Sector-11 Dwarka, N. Delhi-110075 (Nominee of PFCCL)	100	[signature]	
RIZWANUA RAHMAN S/o Mr. E. RAHMAN R/o E-101, TAJ ENCLAVE, LINK ROAD, DELHI - 110031 (Nominee of PFCCL)	100	[signature]	
C/F	9700		

For Gurgaon-Palwal Transmission Limited

Authorised Signature

CERTIFIED TRUE COPY

Tirna Chandra Hembram, S/o Shyam Sundar Hembram, R/o Flat No. 246, Sri Vinayak Apartment, Plot No. 5C, Sector 22, Dwarka, New Delhi - 110077 (Nominee of PFCCL)	100	[signature]
Sanjay Kumar Rai S/o Sh. Ram Bali Rai R/o D-801, Swagatam Apartments, Plot No: C-58/7, Sec-62, NOIDA - 201 309 (Nominee of PFCCL)	100	[signature]
Virendra Kumar Jain S/o Shri Vimal Chand Jain R/o C-4/506, PWO Housing Complex Sector-43, Gurgaon-122002 (Nominee of PFCCL)	100	[signature]
Total shares taken	10,000 (Ten thousand only)	

Witness to subscribers who have subscribed signature. Further I have verified for their details and is fully satisfied of their identification particulars filled. Amit Agrawal S/o late Sh. M.L. Agrawal ECS-5311 C.P. Sector K-63, Laxmi Nagar Delhi

New Delhi dated this 17th day of October 2015.

For Gurgaon-Palwal Transmission Limited

U.K. Shah

Authorised Signature

For Gurgaon-Palwal Transmission Limited

Authorised Signature

CERTIFIED TRUE COPY

ARTICLES OF ASSOCIATION*

OF

GURGAON PALWAL TRANSMISSION LIMITED

Interpretation

I. In these regulations—

(a) "**Act**" means the Companies Act, 2013, or any other statutory amendment or re-enactment thereof;

(b) "**Articles**" means these articles of association;

(c) "**Company**" means Gurgaon-Palwal Transmission Limited, a company registered under the Companies Act, 2013 and having its registered office at F-1, The Mira Corporate Suites, 1 &2 Ishwar Nagar, Mathura Road, New Delhi- 110065;

(d) "**Seal**" means the common seal of the Company.

II. 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.

III. In the event of any inconsistency between Part A on the one hand and Part B of these Articles on the other, Part B shall prevail to the extent of such inconsistency.

IV. In these Articles where the context admits:

(a) The headings or interpretations are inserted for convenience only and shall not affect the construction of these Articles;

(b) Words importing the singular include the plural and *vice versa*, and pronouns importing a gender include each of the masculine, feminine and neuter genders;

(c) Reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;

(d) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to these Articles or specified Clauses of these Articles, as the case may be;

(e) Reference to the word "include" shall be construed without limitation;

For Gurgaon-Palwal Transmission Limited

Authorised Signature

U K Shah

(f) Reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly; and\

(g) Any reference to "writing" or "written" shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including e-mail) and other means of reproducing words in visible form.

*Amended and Restated Articles of Association adopted by the shareholders of the Company in their Extra-Ordinary General Meeting held on September 25, 2020).

PART – A – General Provisions

Share capital and variation of rights

1. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

2. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation,in case of subscribers to the memorandum or after allotment or within onemonth after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—

(a) one certificate for all his shares without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

(ii) Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid-up thereon and shall be signed by two directors or by a director and the company secretary, wherever the company has appointed a company secretary:

For Gurgaon-Palwal Transmission Limited

Authorised Signature

(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

3. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(ii) The provisions of Articles (*2*) and (*3*) shall *mutatis mutandis* apply to debentures of the Company.

4. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

5. (i) The Company may exercise the powers of paying commissions conferred by sub-section (*6*) of section 40 of the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.

(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40 of the Act.

(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

6. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48 of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

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7. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

8. Subject to the provisions of section 55 of the Act, 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.

Lien

9. (i) The Company shall have a first and paramount lien—

(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company:

Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

(ii) The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

10. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

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Provided that no sale shall be made—

(a) unless a sum in respect of which the lien exists is presently payable; or

(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

11. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

12. (i) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

Calls on shares

13. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.

(iii) A call may be revoked or postponed at the discretion of the Board.

14. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.

15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall

pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent. per annum or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

17. (i) 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 regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations 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.

18. The Board—

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

Transfer of shares

19. (i) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

20. The Board may, subject to the right of appeal conferred by section 58 of the Act decline to register—

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the Company has a lien.

21. The Board may decline to recognise any instrument of transfer unless—

(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (*1*) of section 56 of the Act;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

22. On giving not less than seven days' previous notice in accordance with section 91 of the Act and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

22A. *Notwithstanding anything to the contrary contained in these Articles (including Part B) or any other inter se arrangement or agreement amongst the shareholders of the Company, in the event of default pursuant to the financing agreements entered into by the shareholders of the Company for the benefit of the lenders of India Grid Trust, the Board shall recognize any transfer of shares or invocation of pledge affected pursuant to such default and the transfer shall be promptly registered in the books of the Company in the name or names of the transferees concerned without any objection, conditions or restriction whatsoever.

*** Inserted by the shareholders of the Company in their Extra-Ordinary General Meeting held on March 30, 2023.**

Transmission of shares

23. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares.

(ii) Nothing in clause (*i*) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

24. (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—

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

(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.

25. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in

writing signed by him stating that he so elects.

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

26. 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 be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

Forfeiture of shares

27. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

28. The notice aforesaid shall—

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

30. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

31. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of theshares.

(ii) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

32. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the Company, and that a share in the Company has 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 share;

(ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

(iii) The transferee shall thereupon be registered as the holder of the share; and

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

33. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Alteration of capital

34. 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.

35. Subject to the provisions of section 61 of the Act, the Company may, by ordinary resolution,—

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(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;

(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

36. Where shares are converted into stock,—

(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

(b) 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; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(c) such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

37. The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,—

(a) its share capital;

(b) any capital redemption reserve account; or

(c) any share premium account.

Capitalisation of profits

38. (i) The Company in general meeting may, upon the recommendation of the Board, resolve—

(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (*b*) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (*c*), either in or towards—

(a) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(b) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(c) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii);

(d) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

(e) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

39. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

(b) generally do all acts and things required to give effect thereto.

(ii) The Board shall have power—

(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

(iii) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

40. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 of the Act 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.

General meetings

41. All general meetings other than annual general meeting shall be called extraordinary general meeting.

42. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Proceedings at general meetings

43. (i) 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.

(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103 of the Act.

44. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.

45. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

46. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

Adjournment of meeting

47. (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.

(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.

(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.

(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.

Voting rights

48. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—

(a) on a show of hands, every member present in person shall have one vote; and

(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company.

49. A member may exercise his vote at a meeting by electronic means in accordance with section 108 of the Act and shall vote only once.

50. (i) In the case of joint holders, 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.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

51. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a

poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

52. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

53. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

54. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Proxy

55. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

56. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105 of the Act.

57. 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:

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.

Board of Directors

58. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.

59. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—

(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or

(b) in connection with the business of the Company.

60. The Board may pay all expenses incurred in getting up and registering the Company.

61. The Company may exercise the powers conferred on it by section 88 of the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may thinks fit respecting the keeping of any such register.

62. All cheques, promissory notes, drafts, *hundis*, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

63. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

64. (i) Subject to the provisions of section 149 of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.

(ii) The Board may 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 during his absence for a period of not less than three months from India.

(iii) Notwithstanding anything to the contrary contained herein, the lenders shall be entitled, in accordance with the provisions of the financing agreements, to appoint and remove from time to time 1 (one) nominee director on the Board of the Company (Lenders' Nominee Director) on the following terms and conditions:

(a) The Lenders' Nominee Director shall exercise such powers and duties as may be approved by the Lenders and shall have such rights as are usually exercised by or are available to a director in the management of the affairs of the Company and such Lenders' Nominee Director shall not be required to hold qualification shares nor be liable to retire by rotation. The Board shall have no power to remove such Lenders' Nominee Director and such Lenders, Nominee Director shall be entitled to receive such remuneration, fees, commission and monies as may be approved by the Lenders. Such Lenders, Nominee Director shall have the right to receive notices of and attend all general meetings and Board meetings or any committee(s) meetings of the Company of which it is a member.

(b) Any expenses that may be incurred by the Lenders or such Lenders' Nominee Director in connection with its appointment or directorship shall be paid or reimbursed by the Company to the Lenders or, as the case may be, to such Lenders' Nominee Director

Proceedings of the Board

65. (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.

(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

(iii) A meeting of the Board of Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion which by or under the Act or these Articles or the regulations for the time being of the Company are vested in or exercisable by the Board of Directors generally

66. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

67. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoninga general meeting of the Company, but for no other purpose.

68. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

69. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body or any person as it thinks fit.

(ii) Any committee so formed or any person so authorized or appointed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

70. (i) A committee may elect a Chairperson of its meetings.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

71. (i) A committee may meet and adjourn as it thinks fit.

(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

72. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

73. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer

74. Subject to the provisions of the Act,—

(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 thinks 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;

(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

75. A provision 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.

The Seal

76. (i) The Board shall provide for the safe custody of the Seal.

(ii) The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least one Director of the Company or such other person authorized by board of Directors for the purpose, who shall sign every instrument to which the Seal is affixed.

Dividends and Reserve

77. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

78. Subject to the provisions of section 123 of the Act, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.

79. (i) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, thinks fit.

(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

80. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares 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 as from a particular date such share shall rank for dividend accordingly.

81. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

82. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

83. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

84. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

85. No dividend shall bear interest against the Company.

Accounts

86. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members not being directors.

(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

Winding up

87. Subject to the provisions of Chapter XX of the Act and rules made thereunder—

(i) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity

88. 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 favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

PART – B- Special Provisions

Definitions and Interpretation

89. In these Articles:

(a) "**Adjourned Board Meeting**" has the meaning ascribed to such term in Article 91(iv);

(b) "**Adjourned Shareholders Meeting**" has the meaning ascribed to such term in Article 92(ii)(b);

(c) "**Affiliate(s)**" means, with respect to any Person, means any other Person, directly or indirectly Controlling, Controlled by or under the common Control with such Person;

(d) "**AGM**" has the meaning ascribed to such term in Article 92(i);

(e) "**Alternate Director**" has the meaning ascribed to such term in Article 90(xii);

(f) "**Board**" means the board of directors of the Company;

(g) "**Board Meeting**" has the meaning ascribed to such term in Article 91(i);

(h) "**Business**" means the business of undertaking the Project;

(i) "**Call Option**" shall have the meaning ascribed to the term in Article 98(i);

(j) "**Chairman**" shall have the meaning ascribed to it in Article 90(iv);

(k) "**Charter Documents**" means the memorandum of association and articles of association of the Company, in each case, as amended from time to time;

(l) "**Closing**" shall have the same meaning as provided in the SPA;

(m) "**Closing Date**" shall have the same meaning as provided in the SPA;

(n) "**CLU Actions**" mean completion of all the following actions by the Selling Shareholder and/or Sterlite Power Grid Ventures Limited in accordance with Clause 10.1(b)(xv)(a) and Clause 10.1(b)(xvi)(a) of the SPA, viz.:

i. obtaining, in relation to the Kadarpur Land, requisite CLU Permission which shall remain valid for the term of the TSA; and
ii. obtaining, in relation to the Prithala Land, requisite CLU Permission which shall remain valid for the term of the TSA;

(o) "**CLU Permission**" means the permission for change in land use from the relevant Governmental Authority with respect to the relevant Company Land;

(p) "**Company Land**" shall have the meaning ascribed to it under the SPA;

(q) "**Consent**" means any notice, consent, approval, authorisation, waiver, permit, grant, concession, agreement, license, certificate, exemption, order or registration, of, with or to any Person;

(r) "**Control**" means, with respect to a Person: (xx) the power or right to, directly or indirectly: (i) direct or cause the direction of the management or policy decisions of such Person; (ii) direct or cause the direction of the policy decisions exercisable by that Person; or (iii) appoint or remove a majority of the directors (or equivalent managing personnel) of such Person, in each case, by a Person or Persons, whether acting individually or in concert, including any right arising by virtue of ownership of voting securities or management rights or contract or otherwise, and/or (yy) ownership of 50% (fifty per cent) or more of the economic benefits of such a Person;

(s) "**Deed of Adherence**" shall have the meaning ascribed to it under the SHA;

(t) "**Depository Participant**" means National Securities Depository Limited (NSDL) or Central Depository Services (India) Limited (CDSL), as the case may be;

(u) "**Director**" means a director of the Company;

(v) "**Effective Date**" shall have the meaning ascribed to it under the SHA;

(w) "**EGM**" has the meaning ascribed to such term in Article 92(i);

(x) "**Elements**" means the following elements of the Project:

(i) 2 Nos. of 400kV line bays at 400kV Dhonanda (HVPNL) substation;
(ii) Neemrana (PG)- Dhanonda (HVPNL) 400 kV D/c HTLS line;
(iii) Aligarh- Prithala 400 kV D/c HTLS line;
(iv) 400/220 kV, 2X500 MVA GIS Substation at Kadarpur in Gurgaon area along with 1 No. of 125 MVAR Bus Reactor;
(v) Kadarpur-Sohna Road 400 kV D/c HTLS line;
(vi) LILO of Gurgaon-Manesar 400 kV D/c Quad line at Sohna Road S/s;
(vii) Prithala- Kadarpur 400 kV D/c HTLS line;
(viii) 400/220 kV, 2X500 MVA GIS substation at Prithala in Palwal area along with 1 No. of 125 MVAR Bus Reactor;
(ix) 400/220 kV, 2X500 MVA GIS substation at Sohna Road in Gurgaon area along with 1 No. of 125 MVAR Bus Reactor;

(y) "**Encumbrance**" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right or interest of any Persons, claim, security interest, encumbrance, defect in title, title retention agreement, voting trust agreement, pre-emptive right, right of first refusal, interest, option, lien, lease, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement, assignment (for the purpose of, or which has the effect of, granting

security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same or which has an economic or financial effect similar to any of the above;

(z) "**Equity Share**(s)" means fully paid up equity shares of the Company, having a face value of INR 10 (Indian Rupees ten only) each with 1 (one) vote per share;

(aa) "**Equity Share Capital**" means the fully paid-up equity share capital of the Company;

(bb) "**Escrow Account**" shall have the meaning ascribed to it under the SHA;

(cc) "**Executive Director**" means the director appointed as an executive director under the Act, who shall be a nominee of the Selling Shareholder and / or Sterlite Power Grid Ventures Limited, in accordance with the SPA;

(dd) "**Financial Year**" means a year commencing from April 1 and ending on March 31;

(ee) "**First Settlement Date**" shall have the meaning ascribed to it in the SPA;

(ff) "**First Tranche Shares**" means 25% (twenty five percent) of the of the equity share capital of the Company (along with all rights, title, benefits and interests therein) held by the Selling Shareholder on the Agreement Date, as set out in Part A of Schedule I of the SPA, and shall include any further shares as may be acquired in the future (to the extent of 25% of the equity share capital of the Company) (including but not limited to pursuant to bonus shares, rights issue, stock splits, restructuring, reorganizations, acquisition of shares, etc.);

(gg) "**General Meeting**" has the meaning ascribed to such term in Article 92(i);

(hh) "**Governmental Authority**" means any entity, authority or bodyexercising executive, legislative, judicial, regulatory or administrativefunctions of or pertaining to government, including any governmental or statutory authority, agency, department, board, commission, public body or instrumentality of India, as applicable, and shall include LTTCs and CTU;

(ii) "**IND-AS**" means the accounting standards applicable in India;

(jj) "**Investment Manager**" means Sterlite Investment Managers Limited, a company registered under the Companies Act, 1956, with its registered office at Maker Maxity, 5 North Avenue, Level 5, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra – 400051, acting as a confirming party, in its capacity as investment manager of the India Grid Trust;

(kk) "**Investor**" means Axis Trustee Services Limited, a company registered under the Companies Act, 1956, with its registered office at Axis House, Bombay Dyeing Mill Compound, Pandurang Budhkar Marg, Worli, Mumbai, Maharashtra - 400025 and a registered intermediary under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a debenture trustee having registration number IND000000494,

on behalf of, and acting in its capacity as trustee to **India Grid Trust**, an infrastructure investment trust, registered with the Securities and Exchange Board of India under the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014;

(ll) "**Investor Directors**(s)" has the meaning ascribed to such term in Article 90(i);

(mm) "**Kadarpur Land**" shall have the meaning ascribed to it in the SPA;

(nn) "**Law**" means all applicable laws, statutes, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees, arbitral awards or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and/ or of any statutory authority in India;

(oo) "**Original Director**" has the meaning ascribed to such term in Article 90(xii);

(pp) "**Person**" means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, Governmental Authority or any agency or political subdivision thereof, works council, employee representative body or any other entity that may be treated as a person under Law (whether or not having separate legal personality), and shall include any successor (by merger or otherwise) of such entity or organization;

(qq) "**Power of Attorney**" shall have the meaning ascribed to it under the SHA;(rr)

(rr) "**Prithala Land**" shall have the meaning ascribed to it in the SPA;

(ss) "**Project**" means the independent transmission project for creation of new 400kV substations in Gurgaon area and Palwal area as a part of the ISTS, including all the Elements, as defined in the TSA;

(tt) "**Put Option**" shall have the meaning ascribed to it in Article 98(ii);

(uu) "**Refinancing Lender**" shall have the meaning ascribed to it under the SHA;

(vv) "**Rs.**" or "**Rupees**" or "**INR**" means Indian Rupees, the lawful currency of India;

(ww) "**Second Call Option Period**" means anytime commencing from the Second Settlement Date;

(xx) "**Second Settlement Date**" shall have the meaning ascribed to it in the SPA;

(yy) "**Second Tranche Shares**" means 26% (twenty six percent) of the Equity Share Capital of the Company (along with all rights, title, benefits and interests therein) held by the Selling Shareholder on the Agreement Date

as set out in Part C of Schedule I of the SPA, and shall include any further shares as may be acquired in the future (to the extent of 26% of the equity share capital of the Company) (including but not limited to pursuant to bonus shares, rights issue, stock splits, restructuring, reorganizations, acquisition of shares etc.);

(zz) "**Selling Shareholder**" means Sterlite Grid 4 Limited a company registered under the Companies Act, 3013, with its registered office at F-1, The Mira Corporates Suites, 1 & 2, Ishwar Nagar, Mathura Road, New Delhi – 110065;

(aaa) "**SHA**" means the shareholders' agreement entered into by Investor, Investment Manager, Selling Shareholder, Sterlite Power Grid Ventures Limited and the Company;

(bbb) "**SPA**" means the share purchase agreement entered into by Investor, Investment Manager, Selling Shareholder, Sterlite Power Grid Ventures Limited and the Company;

(ccc) "**Subsidiary**" has the meaning given to such term in the Act;

(ddd) "**Tax**" means all national and local direct and indirect tax, including any tax on income, capital stock, profits, gross receipts, sales, use, value added, capital gains, transfer, profits, registration, stamp duty, premium, excise, customs duties, octroi, goods and service taxes, severance, environmental, real property, movable property, ad valorem, occupancy, license, occupation, withholding tax, stamp duty, fee, minimum alternate tax, dividend distribution tax, municipal taxes, service tax, goods and services tax, assessment or other governmental charge or other taxes, assessments or levies, fees, assessments or charges of any kind whatsoever, including any surcharge or cess thereon, together with any interest and any penalties, additions to tax or additional amount with respect thereto, and the terms "**Taxation**" and "**Taxing**" shall be construed accordingly;

(eee) "**Tranche Shares**" means the aggregate of First Tranche Shares andSecond Tranche Shares;

(fff) "**Transaction Documents**" shall have the meaning ascribed to it under the SPA;

(ggg) "**Transfer**" means sell, gift, give, assign, transfer, transfer of any interest in trust, mortgage, alienation, hypothecate, pledge, encumber, grant a security interest in, amalgamate, merge or suffer to exist (whether by operation of law or otherwise) any Encumbrance on, any Equity Shares orany right, title or interest therein or otherwise dispose of in any manner whatsoever voluntarily or involuntarily, including entering into any agreement in respect of the economic or other rights attached to the Equity Shares, including by way of insurance, hedging, options or swaps (whether physically settled or cash settled, and including total return swaps);

(hhh) "**TSA**" shall have the meaning ascribed to it in the SPA; and

(iii) "**Working Day**" means all trading days of stock exchanges, excluding Saturdays, Sundays and bank holidays, as per the Negotiable Instruments Act, 1881, as amended from time to time.

90. Board Composition

(i) On and from Closing, the Investor shall have the right to nominate all directors ("**Investor Directors**") on the Board, subject to Articles 90(ii) and 90(iii) below.

(ii) On and from Closing, Sterlite Power Grid Ventures Limited shall nominate one Executive Director on the Board, subject to and in accordance with the SPA.

(iii) At Closing, the Board shall consist of at least 3 (three) Investor Directors and one Executive Director, *provided that* if the Company is required to appoint independent directors under applicable Law, the Board composition shall be such that the number of Investor Directors will always exceed the aggregate of independent directors appointed on the Board by at least one.

(iv) The Investor shall nominate an Investor Director to be the Chairman of the Board (the "**Chairman**").

(v) The Selling Shareholder and the Investor shall exercise their votes in relation to all the Equity Shares held by them at any shareholders meeting called for the purpose of filling the positions on the Board or in any decision of the Board for such purpose, and shall take all other actions necessary to ensure the election to the Board of the Investor Directors in accordance with these Articles.

(vi) The Directors shall not be required to hold any qualification shares. The Company shall, in keeping with its policy in this regard, from time to time, reimburse the Investor Directors for actual costs and expenses incurred in connection with his attending meetings of the Board.

(vii) The Company shall subscribe to, and maintain, a directors' and officers' liability insurance policy for each of the Directors on its Board, including the Investor Directors and the Executive Director, with a reputable insurance company the terms of which shall be consistent with the internal policies and customary business practice.

(viii) Until completion of all the CLU Actions, Mr. Abhyudai Srivastava, shall be an Executive Director on the Board of the Company for the limited purpose of completing the CLU Actions, and shall be designated as Director- Land Permits and shall act as an officer in default of the Company for the abovementioned purpose, in terms of the provisions of the Act. It is further clarified that Mr. Abhyudai Srivastava will be so designated exclusively for any acts, omissions, breaches or violations (whether past or current) solely relating to the matters set out in the CLU Actions which may, as finally determined by a non-appealable, non-compoundable order obtained by Selling Shareholder or Sterlite Power Grid Ventures Limited, result in a liability on the Investor, Investor Directors, Company, or its officers; provided the Company shall, and the

Investor shall ensure that the Company shall, provide immediate notice of any potential legal action against the Company or the officer in default to the Selling Shareholder and Sterlite Power Grid Ventures Limited and Mr. Abhyudai Srivastava, and make best efforts to assist Selling Shareholder, Sterlite Power Grid Ventures Limited and Mr. Abhyudai Srivastava for compounding the offences (at the cost of the Selling Shareholder or Sterlite Power Grid Ventures Limited) in relation to any such CLU Actions by issuing necessary letters, authorisations and documents, in accordance with applicable Law. Upon completion of the CLU Actions in accordancewith applicable Law to the satisfaction of the Investor, the Investor shall require Mr. Abhyudai Srivastava to resign from the Board of the Company,and the Selling Shareholder and the Company shall procure that such person resigns from the Company. It is clarified that the Investor and its nominee directors and officers in the Company shall not be liable for any acts, omissions, breaches or violations (whether past or current) relating tothe matters set out in the CLU Actions, and the Selling Shareholder and/or Sterlite Power Grid Ventures Limited shall be liable to indemnify for the same under Clause 13 of the SPA. Company shall indemnify and hold harmless Mr. Abhyudai Srivastava against any and all Losses which relate to or arise from (i) his role as an executive director of the Company (otherwise than in connection with the completion of the CLU Actions); or (ii) any acts, omissions, breaches or violations of the Company or Investor Directors and officers (to the extent not attributable to Mr. Abhyudai Srivastava) relating to matters other than the CLU Actions, on and from the Closing Date until completion of the CLU Actions (save and except in relation to their actions in respect of the CLU Actions as set out in this Article). It is clarified that the indemnification obligation of the Company set out in the previous sentence shall be without prejudice to the right of the Indemnified Parties to seek indemnity from the Indemnifying Parties under Clause 13 of the SPA. Mr. Abhyudai Srivastava intends to resign prior to completion of the CLU Actions to the satisfaction of the Investor, he shall provide notice of his intention to resign, and his resignation shall not take effect until (i) the Selling Shareholder nominates a Person to replace Mr. Abhyudai Srivastava, and (ii) the Company convenes a Board meeting to appoint such replacement, and designates such person as officer in default in place of Mr. Abhyudai Srivastava, and Mr. Abhyudai Srivastava's resignation shall be approved at the same Board meeting, and his resignation shall come into effect only from the date of this Board meeting.

Removal/ resignation of Directors

(ix) The Investor may require the removal of the individuals appointed as the Investor Directors and nominate other person(s) as Investor Directors in their place. In the event of resignation, retirement or vacation of office of the Investor Directors, the Investor alone shall be entitled to appoint a replacement for such Director. Such successor or replacement Investor Directors shall be nominated and elected on or as soon as practicable after the date of such resignation or removal.

(x) In the event that Mr. Abhyudai Srivastava intends to resign prior to completion of the CLU Actions to the satisfaction of the Investor, he shall provide notice of his intention to resign, and his resignation shall not take effect until (i) the Selling Shareholder nominates a Person to replace Mr.

Abhyudai Srivastava, and (ii) the Company convenes a Board meeting to appoint such replacement, and designates such person as officer in default in place of Mr. Abhyudai Srivastava, and Mr. Abhyudai Srivastava's resignation shall be approved at the same Board meeting, and his resignation shall come into effect only from the date of this Board meeting.

(xi) Upon completion of the CLU Actions to the satisfaction of the Investor, the Investor shall require the Executive Director to resign from the Company, and the Selling Shareholder and the Company shall procure that such person resigns from the Company.

(xii) Alternate Directors

Subject to applicable Law, each Investor Director shall be entitled to appoint an alternate director ("**Alternate Director**") in place of the Investor Directors ("**Original Director**"). Each of the Company and the Selling Shareholder shall exercise all their respective rights and powers and shall take all requisite actions within their power to ensure that such Person is appointed forthwith as the Investor Director's Alternate Director. Subject to the provisions of the Act, an Alternate Director appointed under this Article shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to India. Subject to the provisions of the Act, if the term of office of the Original Director is terminated before he so returns to India, any provisions in the Act for the automatic reappointment of any retiring Director, in default of another appointment, shall apply to the Original Director and not to the Alternate Director. The acts of the Alternate Director acting for the Original Director will be deemed to be the acts of the Original Director. Upon the appointment of the Alternate Director, the Company shall ensure compliance with the provisions of the Act, including filing necessary forms with the relevant Registrar of Companies. The Alternate Director shall be entitled to receive notice of a meeting of the Board or committee thereof, along with all relevant papers in connection therewith in terms of Article 91(ii) and to attend and vote thereat in place of the Original Director and generally to perform all functions of the Original Director in his absence.

(xiii) Committees

The Board may, from time to time, constitute committees of the Board (whether from amongst its members or otherwise) to advise the Board on certain matters and may determine their functions, powers, authorities and responsibilities. The minutes of such committee meetings shall be tabled before the Board for its approval. The recommendations of the committees shall be placed before the Board and the Board may require the relevant committee to reconsider any issue / matter which has been considered in its minutes.

(xiv) Composition of Committees

Subject to applicable Laws, the composition of every committee of the Board shall be such that at least 1 (one) Investor Director and 2 (two) Independent Directors be members in such committee. It is clarified that the Executive Director shall not be a member of any committee of the

Board. All committees that may exist on Closing Date, shall be reconstituted on and from Closing Date to comply with the preceding sentences, or constituted as per the SPA, subject to applicable Laws. The provisions of Article 91 in relation to quorum, notice and voting, shall apply to all proceedings of any committee, subject to applicable Laws. The company secretary of the Company (if any) shall be the secretary for all the committees of the Board.

91. Board Meetings

(i) The Board shall meet at least once every 120 (one hundred and twenty) Working Days (each meeting of the Board being a "**Board Meeting**") in accordance with the provisions of the Act. Subject to the provisions of the Act, at least 7 (seven) Working Days' notice, either through e-mail and/or in writing, shall be given to each of the Directors and their alternates in respect of each meeting of the Board, at the address and/or e-mail notified from time to time by each Director to the Company. For Directors resident outside India, such notice shall be given by facsimile transmission or by e-mail with confirmation copy by courier and a copy of such notice shall also be served at the address within India specified by such Director in writing to the Company. Subject to provisions of the Act, notice may be waived or a meeting (other than any adjourned board meeting) may be called by giving shorter notice with the consent of a majority of the Investor Directors and at least 1 (one) Independent Director.

(ii) An agenda specifying in reasonable detail the matters to be discussed at the relevant meeting and accompanied by all necessary written information, including specifying the date, time and agenda for such meeting, shall be given by the Company to each of the Directors and Alternate Directors, at least 7 (seven) Working Days prior to the date of the relevant meeting, however, such notice period shall not apply in the case of (i) an adjourned meeting of the Board, provided that such adjourned meeting of the Board does not consider any new matter not on the agenda of the original meeting of the Board; or (ii) a meeting called at a shorter notice in terms of Article 91(i), where the agenda shall accompany the shorter notice. The Company shall ensure that notice of a meeting of the Board shall be accompanied by necessary background and other information and/or supporting documents pertaining to the business proposed to be transacted thereat. Any matter outside the agenda shall be discussed at such meeting only with the consent of the Chairman of the respective meeting. The Company, Selling Shareholder and the Investor agree that the minutes of each meeting of the Board shall be signed as per applicable Law.

(iii) Subject to provisions of Article 91(iv) and applicable Laws, the quorum for meetings of the Board shall be at least 3 (three) Directors, of which at least 2 (two) shall be Investor Directors. An Investor Director represented by his Alternate Director shall be deemed to be present for the purpose of determining whether a quorum exists.

(iv) If, at a Board Meeting, quorum is not present in accordance with Article 91(iii), then the meeting shall stand adjourned to the same day, at the same time of the following week or some other later date as may be agreed by all of the Directors who attend such Board Meeting ("**Adjourned Board**

Meeting"). The agenda for the Adjourned Board Meeting shall be the same as the agenda for the originally convened meeting. The Directors present for the Adjourned Board Meeting shall constitute quorum for such meeting, and voting at such meeting can proceed on any item included on the agenda for the originally convened meeting. Notwithstanding anything to the contrary in these Articles, the Directors may participate in Board Meetings and the members of any committee may participate in the meetings of such committee by electronic means, or any other means of contemporaneous communication as prescribed by and in accordance with applicable Law from time to time.

(v) Subject to the provisions of the Act, a written resolution circulated to all the Directors, at their addresses registered with the company in India, and signed by a majority of them as approved shall, be as valid and effective as a resolution duly passed at a meeting of the Board, called and held in accordance with these Articles and the Charter Documents (provided that it has been circulated in draft form, together with the relevant papers, if any, to all the Directors).

92. Shareholders Meetings

(i) General Meeting of shareholders

An annual general meeting ("**AGM**") shall be held each year within 6 (six) months following the end of the previous Financial Year of the Company unless the same is extended in accordance with the Act. Subject to applicable Law, the Board shall provide the Company's previous Financial Year's audited financial statements to all the shareholders in accordance with the Act or at least 1 (one) month before the AGM is held to approve and adopt the audited financial statements. All other general meetings of the shareholders, other than the AGM, shall be extraordinary general meetings ("**EGM**"). An EGM or an AGM shall be referred to as "**General Meeting**". Prior written notice of at least 21 (twenty-one) clear Working Days or as required under the Act shall be provided to all shareholders of the Company of any General Meeting, unless all shareholders agree in writing to a shorter notice.

(ii) Quorum and Voting at AGM / EGM

(a) Subject to the provisions of the Act, quorum at any of the General Meeting shall require the presence of at least 5 (five) shareholders present in person or through their representatives in case of corporate shareholders, which shall include the authorized representative of the Investor.

(b) In the event that such quorum is not present within 30 (thirty) minutes from the time appointed for the meeting, the meeting shall adjourn to the same place and time 7 (seven) Working Days later (an "**Adjourned Shareholders Meeting**").

(c) At the Adjourned Shareholders Meeting, in the event the quorum is not present within 30 (thirty) minutes from the time appointed for the meeting, the shareholders present shall constitute a valid

quorum, provided the authorised representative of the Investor is present at such Adjourned Shareholders Meeting.

(iii) Shareholders' Undertakings

(a) The Selling Shareholder agrees that at any General Meeting duly convened for the purpose of voting on any matter required to be transacted by the shareholders thereat, it shall be present in person or through its duly authorized representatives appointed in accordance with the applicable provisions of the Act and these Articles for the purpose of complying with the requirements of a valid quorum, and shall, insofar as these Articles requires it to vote in respect of its Equity Shares in a particular way in respect of such matter, vote or abstain from voting as permitted by applicable Law, in respect of all Equity Shares owned and held by it at such General Meeting in accordance with these Articles.

(b) The Selling Shareholder and the Investor hereby jointly and severally undertake to ensure:

(A) that they, their representatives, proxies and agents representing them at General Meetings shall at all times exercise their votes in respect of the Equity Shares in such manner so as to comply with, and to fully and effectually implement, the provisions of these Articles and the SHA; and

(B) that if any resolution is proposed contrary to the terms of the SHA, they, their representatives, proxies and agents representing them shall vote against such resolution. If for any reason such a resolution is passed, the Selling Shareholder and the Investor shall, if necessary, join together and convene an EGM for implementing the terms of these Articles.

93. Investor rights

(i) Subject to any additional requirements imposed by the Act, the Company, Selling Shareholder and the Investor agree that neither the Company nor any shareholder, Director, officer, committee, committee member, employee, agent or any of their respective delegates shall, without (a) the prior written consent of the Investor or (b) the affirmative vote of the representative of the Investor at a General Meeting, as the case may be, take or permit the Company or any Subsidiary to take any actions in relation to any matter, whether by circular resolution or otherwise.

(ii) The presence of at least (a) 2 (two) Investor Director for all meetings of the Board and 1 (one) Investor Director for all meetings of the committees; and (b) 1 (one) authorized representative of the Investor, for every General Meeting, shall be required to constitute quorum where any resolution is proposed or tabled in any meeting of the shareholders, Board or any committee (as the case may be).

(iii) The Parties agree that the principles set out in this Article 93 are fundamental to the governance of the Company, and any act or omission in derogation of Article 93 (i) and Article 93 (ii) shall not have any effect in respect of the Company and shall not be acted upon by the Company.

(iv) Subsidiaries

The rights available to the Investor under Articles 90 to 97 in relation to the Company shall also be available to the Investor in relation to any Subsidiary of the Company which are established, incorporated or acquired post Effective Date. The Selling Shareholder and the Company undertake to take all necessary actions, including actions required for amending the charter documents of relevant Subsidiary, so as to ensure that the Investor is able to exercise all its rights specified in Articles 90 to96 with respect to relevant matters at such Subsidiary level.

(v) Information Rights

The Company shall provide to the Investor copies of the following documents, within the specified timelines or subject to applicable Law whichever is earlier:

(a) the audited consolidated financial statements for each Financial Year as soon as they are available and in any event within 3 (three) months after the end of the relevant Financial Year;

(b) the unaudited quarterly financial statements of the Company as soon as they are available and in any event within 30 (thirty) Working Days of the end of the relevant fiscal quarter; and

(c) the unaudited monthly management reports of the Company in the form provided by the Investor as soon as they are available and in any event within 15 (fifteen) Working Days of the end of the relevant month.

The Company shall provide to the Investor Directors and Executive Director copies of all communications, correspondences, notices and claims received from or filed with the Governmental Authority in relation to the CLU Actions at the earliest, and in any event no later than 3 (three) Working Days from receipt of such documents.

(vi) Access to the Directors and the Investor

The Company shall allow the Investor, its authorized representatives and the Directors the right to, during normal business hours with prior reasonable notice and at the Investor's cost, inspect and examine its books and papers and records and to have access, i.e. the right to enter, all of Company's properties and locations. The Investor Directors nominated by the Investor may provide all information the Investor Directors receives in relation to the group to the Investor.

94. Compliance with applicable Laws

The Company, Selling Shareholder and the Investor shall comply with all the applicable Laws including the SEBI (Infrastructure Investment Trusts) Regulations, 2014 and the Company and the Investor shall follow ethical business practices with respect to its participation in the Business and affairs of the Company.

95. Books and Records

The Company shall keep proper, complete and accurate books of account in Indian Rupees in accordance with IND-AS. The Company further undertakes to make such annual reporting to the Investor as may be required by the Investor for any statutory filings required to be made by the Investor or its Affiliates in the respective jurisdiction of their incorporation and/or listing.

96. Voting Arrangement

(i) In the event, the Selling Shareholder is required to vote during the term of the SHA, it hereby irrevocably and unconditionally agrees that at any AGM or EGM of the shareholders of the Company and at any other meeting of the shareholders of the Company, however called, including any adjournment, recess or postponement thereof, in connection with any written consent of the shareholders of the Company and in any other circumstance upon which a vote, consent or other approval of all or some of the shareholders of the Company is sought, it shall, and shall cause any nominee holder of the Selling Shareholder, to vote and/or Consent to any matter presented before the shareholders at any General Meetings in accordance with the instructions of Investor, in the interest of the Investor and its unitholders, in compliance with SEBI (Infrastructure Investment Trusts) Regulations, 2014.

(ii) The Selling Shareholder shall on and from the Closing Date as and when required by the Investor by way of a written notice of 7 (seven) days (or such shorter period as agreed between the Parties) execute such corporate authorizations in favour of such persons nominated by the Investor in writing, to act and vote on behalf of the Selling Shareholder at all General Meetings of the Company. In any event, if the Selling Shareholder is required to vote during the term of the SHA it shall act in the manner specified in Article 96 (i) above.

97. Transfer of Shares

(i) Restrictions on Transfer

(a) The Selling Shareholder shall not Transfer, cause to Transfer or attempt to Transfer (including engaging in discussions, negotiations, understandings or agreements with any Person except the Investor or its Affiliates), any Equity Shares or any right, title or interest therein or thereto, except to the Investor as provided in the SPA and any other Transfer shall be void ab initio and ineffective. If permitted under applicable Law, the Company shall (i) not register such Transfer, and (ii) reject and reverse such Transfer made or attempted, *suo moto*, without necessity of a Board decision and may institute proceedings for this purpose, if required under applicable Law. Any Transfer or attempted or

purported Transfer of Equity Shares by the Selling Shareholder in contravention of the provisions of the SHA and the SPA shall constitute a material breach of the SHA. It is clarified that this provision shall not apply to pledge by the Selling Shareholder of any part of the Tranche Shares in favour of any lender of the Company and/or the Investor (if approved by the Investor), or in favour of the Refinancing Lender, where the Investor is required pursuant to the financing documents executed with the Refinancing Lender procure that the Selling Shareholder pledges all or part of the Tranche Shares in favour of the Refinancing Lender, and any transfer pursuant to invocation of such pledge.

(b) No action shall be taken by the Company or by the Selling Shareholder which would have the effect of diluting the percentage that the shareholding of the Investor on a fully diluted basis represents in the Company's total share capital, unless agreed in writing.

(c) Subject to applicable Law, for the avoidance of doubt it is clarified that the Investor shall be permitted to Transfer its Equity Shares to any Person, subject to execution of a Deed of Adherence by such transferee.

98. Call Option

(i) The Selling Shareholder hereby grants to the Investor an irrevocable and unconditional option (the "**Call Option**") to acquire (i) all the First Tranche Shares (directly or through nominee shareholders), during the First Call Option Period; and (ii) all the Second Tranche Shares (directly or through nominee shareholders) during the Second Call Option Period, in each case, in accordance with the terms detailed in the SPA.

(ii) In the event the Investor does not exercise its Call Option in the manner and within the time period provided in the SPA, the Selling Shareholder will have the right by a notice in writing to cause the Investor to purchase the Tranche Shares ("**Put Option**") in the manner set out in the SPA.

99. Non disposal

(i) The Selling Shareholder hereby irrevocably and unconditionally agrees, undertakes and confirms that at all times during the term of the SHA:

(a) It shall at all times own the Tranche Shares which shall represent not less than 51% (fifty one percent) of the Equity Share Capital until First Settlement Date and not less than 26% (twenty six percent) of the Equity Share Capital until the Second Settlement Date;

(b) It shall execute, concurrently with the execution of this Agreement, the Power of Attorney and deliver a copy of the Power of Attorney to the Investor, which Power of Attorney shall not be used by the Investor to provide any undertaking or guarantee or other similar obligations which creates any liability on the Selling Shareholder in its corporate capacity (except to the extent required

For Gurgaon-Palwal Transmission Limited
Authorised Signature

to deal with the Tranche Shares in accordance with the Transaction Documents). In the event that the Person appointed asthe attorney resigns, then the Investor shall be entitled to appoint an alternate attorney and the Selling Shareholder shall promptly upon the request of the Investor, execute a fresh Power of Attorneyin favour of such alternate Person and deliver it to the Investor, following which the Investor shall cancel the original Power of Attorney and return it to the Selling Shareholder;

(c) It shall not, in any manner, instruct the Depository Participant to Transfer any or all of the Tranche Shares to any person except in accordance with the Transaction Documents;

(d) It shall ensure that all of the Tranche Shares are in dematerialised form and shall be exclusively held in the Escrow Account, provided further that in the event pursuant to any corporate action or any further bonus issuances or any other such actions, additional equity shares are issued to the Selling Shareholder in lieu of its ownership of the Tranche Shares ("New Shares"), the Selling Shareholder will deposit such New Shares into the Escrow Account no later than 2 (two) Working Days of the credit of such New Shares into the demat account of the Selling Shareholder post allotment of such New Shares;

(e) The Escrow Account be the sole depository account opened for the purpose of holding the Tranche Shares and it shall not open or cause to be opened (either for itself or for any other person) any other depository account for holding the Tranche Shares without the prior written consent of the Investor; and

(f) It shall remain the owner of the respective Tranche Shares except as contemplated under the SPA or SHA.

100. Conflict with Articles

The Selling Shareholder and the Investor shall ensure that their nominee shareholders (if any) shall use their voting rights in the Company, so as to ensure that the SHA is duly performed by the Company. If any provisions of the Articles at any time conflict with any provisions of the SHA, the SHA shall prevail and the Company, Selling Shareholder and the Investor shall, and the Selling Shareholder shall ensure that their nominee shareholders (if any) shall, whenever necessary, exercise all voting and other rights and powers available to them to procure the amendment, waiver or suspension of the relevant provisions of the Articles, to the extent necessary to permit the affairs of the Company to be administered as provided in the SHA.

101. Entrenchment

Each of the provisions contained in this Part B of these Articles are hereby entrenched pursuant to (i) Section 5 of the Act; and (ii) passage of special resolution of shareholders as required under applicable Law. Notwithstanding anything to the contrary contained in the SHA and/ or these Articles, the provisions contained in Part B of these Articles can only be amended after receipt of a written consent of the Investor approving such amend

For Gurgaon-Palwal Transmission Limited
Authorised Signature

We the several persons, whose names, addresses and description are hereunder subscribed, are desirous of being formed into a company in pursuance of these Articles of Association:

Name of subscriber, address, description, and occupation, if any	Signature of Subscriber	Signature of witness & their address, description & occupation, if any
PFC Consulting Ltd. having its registered office at First Floor, Vijayanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110001 through Rachna Gupta Singh D/o Sh. R.B. Gupta R/o F-70 Aditya Nagar City, Vaibhav Khand, Indirapuram Ghaziabad, U.P. Company Secretary	[signature]	I witness to subscribers who have subscribed and signed. Further, I have verified the identity details of the subscribers and satisfied myself of the identification particulars filled herein. Amit Agrawal S/o late Sir H.L. Agrawal FCS-5311 C.P-3647 H-63, Laxmi Nagar, Delhi-92
Prem Prakash Srivastava S/o Prof Jai Prakash Srivastava R/o 33, Mam Apartments Mayur Vihar Phase-I Delhi-110091 (Nominee of PFCCL)	[signature]	
Yogesh Juneja, S/o H.L. Juneja S/o H.L. Juneja, R/o-G-21, Seema CGHS, Plot-7, Sector-11, Dwarka, N. Delhi-110075 (Nominee of PFCCL)	[signature]	
RIZWANUR RAHMAN S/o Mr. E. RAHMAN R/o E-101, TAJ ENCLAVE, LINK ROAD, DELHI-110031 (Nominee of PFCCL)	[signature]	

For Gurgaon-Palwal Transmission Limited

Authorised Signature

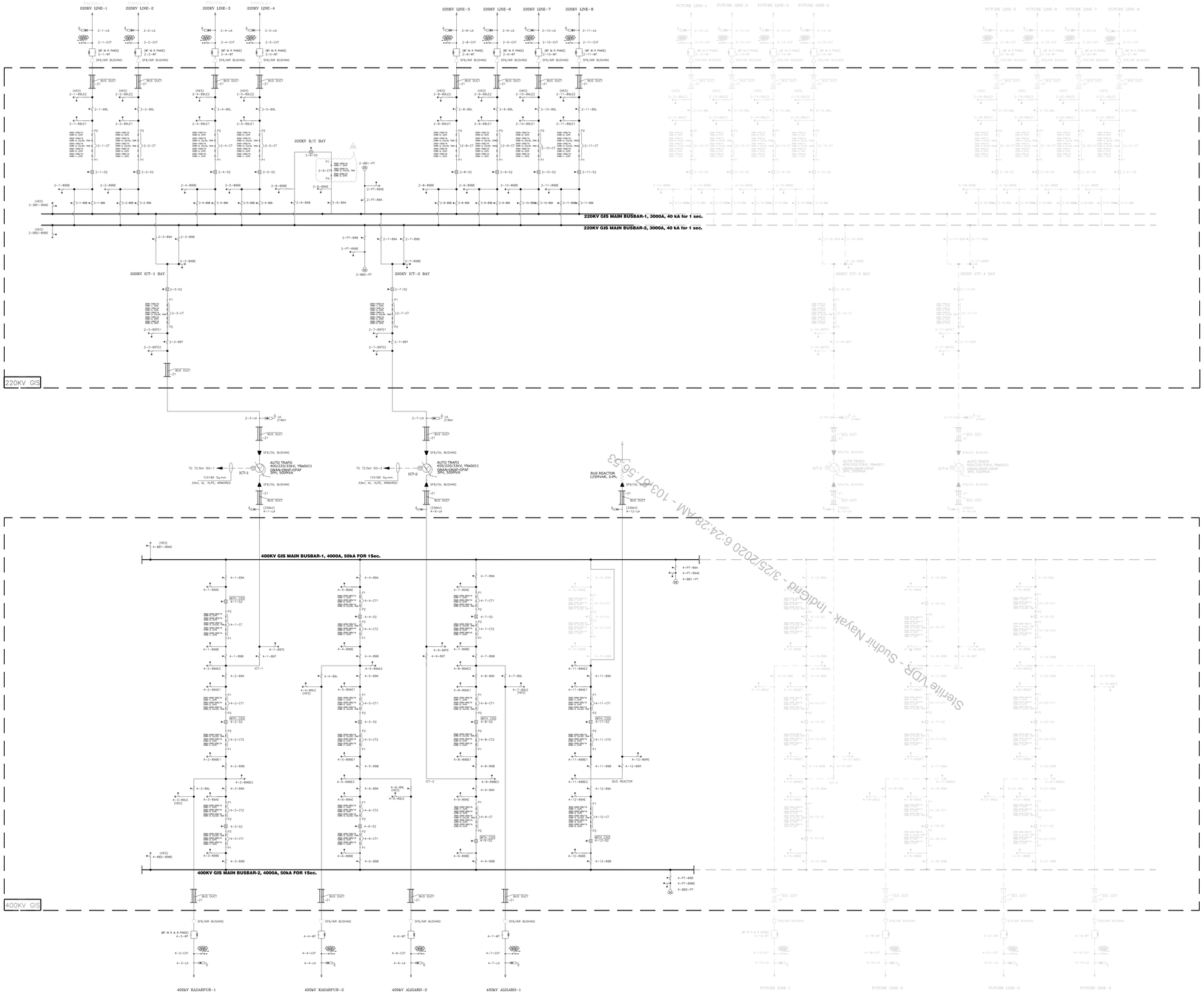
Purna Chandra Hembram, S/o Shyam Sunder Hembram, R/o Flat No. 241, Sri Vinayak Apartment, Plot No. 5C, Sector 22, Dwarka, New Delhi - 110077. (Nominee of PFCCL)		
Sanjay Kumar Rai S/o Sh. Ram Bali Rai R/o D-801, Shivalik Apartments, Plot No: C-5817, Sec-62, NOIDA - 201309 (Nominee of PFCCL)		
Virender Kumar Jain S/o Shri Vinod Chand Jain C-4/506, PWD Housing Complex Sector-43 Gurgaon - 122002 (Nominee of PFCCL)		

New Delhi dated this 12 day of October 2015.

For Gurgaon-Palwal Transmission Limited

Authorised Signature

U.K. Shah



SCHEME FOR LT TRANSFORMER CONNECTIONS

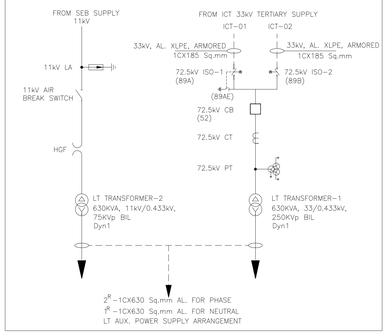


TABLE-1: SYSTEM PARAMETERS

Sl.No	DESCRIPTION OF PARAMETER	400kV SYSTEM	220kV SYSTEM	33kV SYSTEM (FROM TERTIARY)	11kV SYSTEM (FROM SEB)
1	SYSTEM OPERATING VOLTAGE	400kV	220kV	66kv	11kV
2	MAX. OPERATING VOLTAGE OF THE SYSTEM (rms)	420kV	245kV	72.5kV	12kV
3	RATED FREQUENCY	50Hz			
4	NO. OF PHASES	3			
5	ALTITUDE	<1000 MTR.			
6	RATED INSULATION LEVELS				
	i) FULL WAVE LIGHTNING IMPULSE WITHSTAND VOLTAGE (1.2/50microsec.)				
	– TRANSFORMER / REACTOR	1300kVp	950kVp	250kVp	75kVp
	– OTHERS	1425kVp	1050kVp	250kVp	75kVp
	ii) SWITCHING IMPULSE WITHSTAND VOLTAGE (250/2500microsec.) (LINE TERMINAL TO EARTH)	1050kVp	---	---	---
	iii) ONE MINUTE POWER FREQUENCY DRY AND WET WITHSTAND VOLTAGE (kVrms)	650kVrms	460kVrms	140kVrms	28kVrms
7	RATED SHORT CIRCUIT CURRENT/TIME	50kA/1sec.	40kA/1sec.	25kA/1sec.	25kA/1sec.
8	CORONA EXTINCTION VOLTAGE (rms)	320kV	156kv	---	---
9	SYSTEM NEUTRAL EARTHING	SOLIDLY EARTHED	SOLIDLY EARTHED	UNEARTHED	UNEARTHED
10	MINIMUM CREEPAGE DISTANCE	31mm/kV			

TABLE-2: BILL OF QUANTITY

SL.NO	DESCRIPTION	QTY.	SYMBOL
	400KV AIS OUTDOOR EQUIPMENTS:–		
1.	400kV, 4400pF, 4 WINDINGS (3P/3P/0.2/0.2) CVT FOR LINE (1#)	12	
2.	336kV, 20KA, Class-IV, LIGHTNING ARRESTER (1#)	12	
3.	400kV, 3150A, 1.0mm WAVE TRAP (1#) (IN TWO PHASES PER CIRCUIT)	8	
4.	400/220/33kV, 500MVA, ONAN/ONAF/OFAF, 3# AUTO TRANSFORMER 50Hz.	02	
5.	400kV, 3#, 125MVAr BUS REACTOR	01	
6.	400kV, 1#, SF6 TO AIR BUSHING	12	
7.	400kV, 1#, SF6 TO OIL BUSHING	09	
	220KV AIS OUTDOOR EQUIPMENTS:–		
1.	220kV, 4400pF, 4 WINDINGS (3P/3P/0.2/0.2) CVT FOR LINE (1#)	24	
2.	216kV, 20KA, Class-IV, LIGHTNING ARRESTER (1#)	24	
3.	220kV, 2000A, 0.5mm WAVE TRAP (1#) (IN ONE PHASE PER CIRCUIT)	08	
4.	220kV, 1#, SF6 TO AIR BUSHING	24	
5.	220kV, 1#, SF6 TO OIL BUSHING	06	
	11kV AIS OUTDOOR EQUIPMENTS (FOR SEB CONNECTION):–		
1.	11kV AIR BREAK SWITCH	01 SET	
2.	LIGHTNING ARRESTER, 75kVp BIL, 10KA, 9kV, Class-3	03 NOS.	
3.	11kV, 400A, 3# HG FUSE	01 SET	
4.	630kVA, 11kV/0.433kV, 75kVp BIL AUXILIARY TRANSFORMER, Dyn1, ONAN FOR SEB INCOMING SUPPLY AT 11kV VOLTAGE	01 NO	
	33KV AIS OUTDOOR EQUIPMENTS (FOR TERTIARY CONNECTION):–		
1.	630kVA, 33/0.433kV, AUXILIARY TRANSFORMER, Dyn1, ONAN 250kVp BIL, FOR TERTIARY FEEDING	01 NO	
2.	72.5kV, 250kVp BIL, 1250A, 25kA FOR 1 SEC, 3# CIRCUIT BREAKER	01 NO	
3.	72.5kV, 250KVP BIL, 25KA FOR 1 SEC, 1# 2 CORE WINDING (3P/0.2, 50VA) POTENTIAL TRANSFORMER	03 NOS.	
4.	72.5kV, 250kVp BIL, 25kA FOR 1 SEC, 1# 2 CORE (50/1–1A), PS-0.25 CLASS, CURRENT TRANSFORMER	03 NOS.	
5.	72.5kV, 250kVp BIL, 400A, 25kA FOR 1 SEC, 3 PHASE ISOLATOR WITHOUT E/S	01 SET	
6.	72.5kV, 250kVp BIL, 400A, 25kA FOR 1 SEC, 3 PHASE ISOLATOR WITH E/S.	01 SET	

TABLE-3 : CT DETAILS (FOR EACH TYPE OF CT)–TYPICAL

[redacted]

TABLE-4 : CVT DETAILS (FOR EACH TYPE OF CVT)–TYPICAL

[redacted]

TABLE-5 : PT DETAILS (FOR EACH TYPE OF PT)–TYPICAL

VOLATGE	CORE	PT RATIO(kV)	CLASS	PROTECTION
400 KV	1	400/√3/0.11/√3	0.5/3P	PROTECTION
	2	400/√3/0.11/√3	0.5/3P	PROTECTION
	3	400/√3/0.11/√3	0.2	METERING
220 KV	1	220/√3/0.11/√3	3P	PROTECTION
	2	220/√3/0.11/√3	3P	PROTECTION
	3	220/√3/0.11/√3	0.2	METERING

TABLE-6 : PT DETAILS

[redacted]

TABLE-7 : CT DETAILS

[redacted]

ENGG. REFERENCE DOCUMENT:-

1. TENDER STAGE SLD
   1. ALSTOM 400/220kV PRITHALA GIS SINGLE LINE DIAGRAM DWG. No.: 0P1601971239-PTH-SLD-003, REV-01.

NOTE:-

1. VOLTAGE LEVEL (11kV OR 33kV) OF SEB SUPPLY SHALL BE CONFIRMED BY SPGVL ALONG WITH APPROVAL.

LEGENDS:-

PRESENT SCOPE

EXISTING SCOPE

REV.No.	DESCRIPTION	DATE	DRAWN	REVIWED	ELE.	CIVIL	MECH.	APPROVED	STATUS
R5	REVISED DUE TO (BUS COUPLER CT POSITION CHANGE FROM BB2 TO BB1)	NAME	RKS	NVN	NTK	CHECKED		DMH	
		DATE	14.03.18	14.03.18	14.03.18			14.03.18	
		SIGN							
R5	REVISED AS PER (220kV LA & WT EQPT. RATING)	Name	RKS	NVN	NTK			DMH	
		Date	10.10.17	10.10.17	10.10.17			10.10.17	
		Sign.							
R4	REVISED AS PER 400/220kV GAS SLD, CHANGE IN RATING OF 220kV CVT & WT	Name	RKS	NVN	NTK			DMH	
		Date	08.08.17	08.08.17	08.08.17			08.08.17	FOR APPROVAL
		Sign.							
R3	REVISED AS PER PLOT PLAN	Name	RKS	NVN	NTK			DMH	
		Date	17.04.17	17.04.17	17.04.17			17.04.17	FOR APPROVAL
		Sign.							
R2	REVISED AS PER CUSTOMER COMMENTS 30.09.16	Name	RKS	NVN	NTK			DMH	
		Date	03.10.16	03.10.16	03.10.16			03.10.16	FOR APPROVAL
		Sign.							
R1	REVISED AS PER CUSTOMER COMMENTS DATED:14.09.16	Name	RKS	NVN	NTK			DMH	
		Date	23.09.16	23.09.16	23.09.16			23.09.16	FOR APPROVAL
		Sign.							
R0	FIRST ISSUE	Name	RKS	NVN	NTK			DMH	
		Date	01.09.16	01.09.16	01.09.16			01.09.16	FOR APPROVAL
		Sign.							

OWNER: SterlitePower — **STERLITE POWER GRID VENTURES LIMITED**

LOA No.: SPGVL/16–17/LOA/001 Dtd.:16.08.2016 (SERVICES)
SPGVL/16–17/LOA/002 Dtd.:16.08.2016 (SUPPLY)

PROJECT: **"GURGAON PALWAL TRANSMISSION LIMITED (GPTL)"**

OWNER'S CONSULTANT: KNR ENGINEERS PVT. LTD.

NAME OF SUBSTATION: 400/200kV GIS SUBSTATION AT PRITHALA (PALWAL AREA)

TITLE: KEY SINGLE LINE DIAGRAM
400/220kV GIS SUBSTATION AT PRITHALA

A0 — GE T&D INDIA LTD., A–7, SECTOR–65, NOIDA – 201301, UTTAR PRADESH (INDIA).

DRAWING No. 5427PN071-PRT-E-SYD-SYS-0001-SL

TOTAL SH. 01 — SH.No. 001 — REV. R6

SCALE NTS

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Sterlite VDR - Sudhir Nayak - Indigrid - 3/25/2020 6:24:28 AM - 10387.56.533

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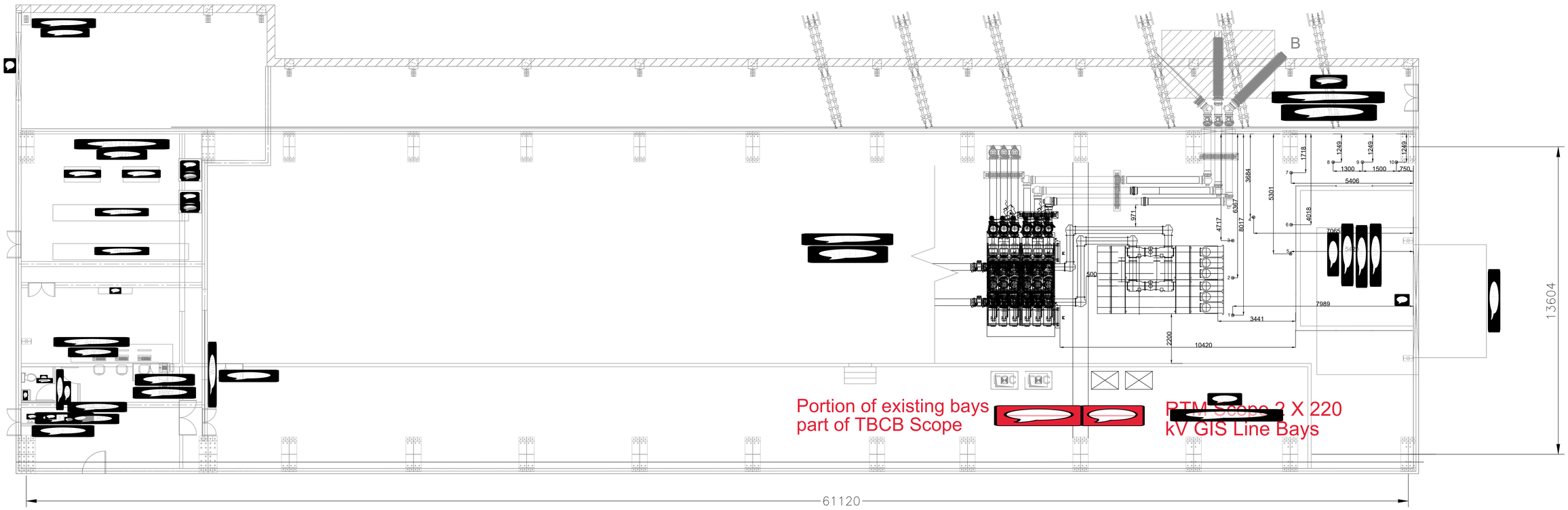

DETAIL OF LOAD (TRANSFER TO SLAB BY CABLE SUPPORT STRUCTURE)	
Load Point	Vertical load (FY) in KGS
1	327
2	444
3	327
4	639
5	639
6	594
7	594
8	792
9	648
10	576

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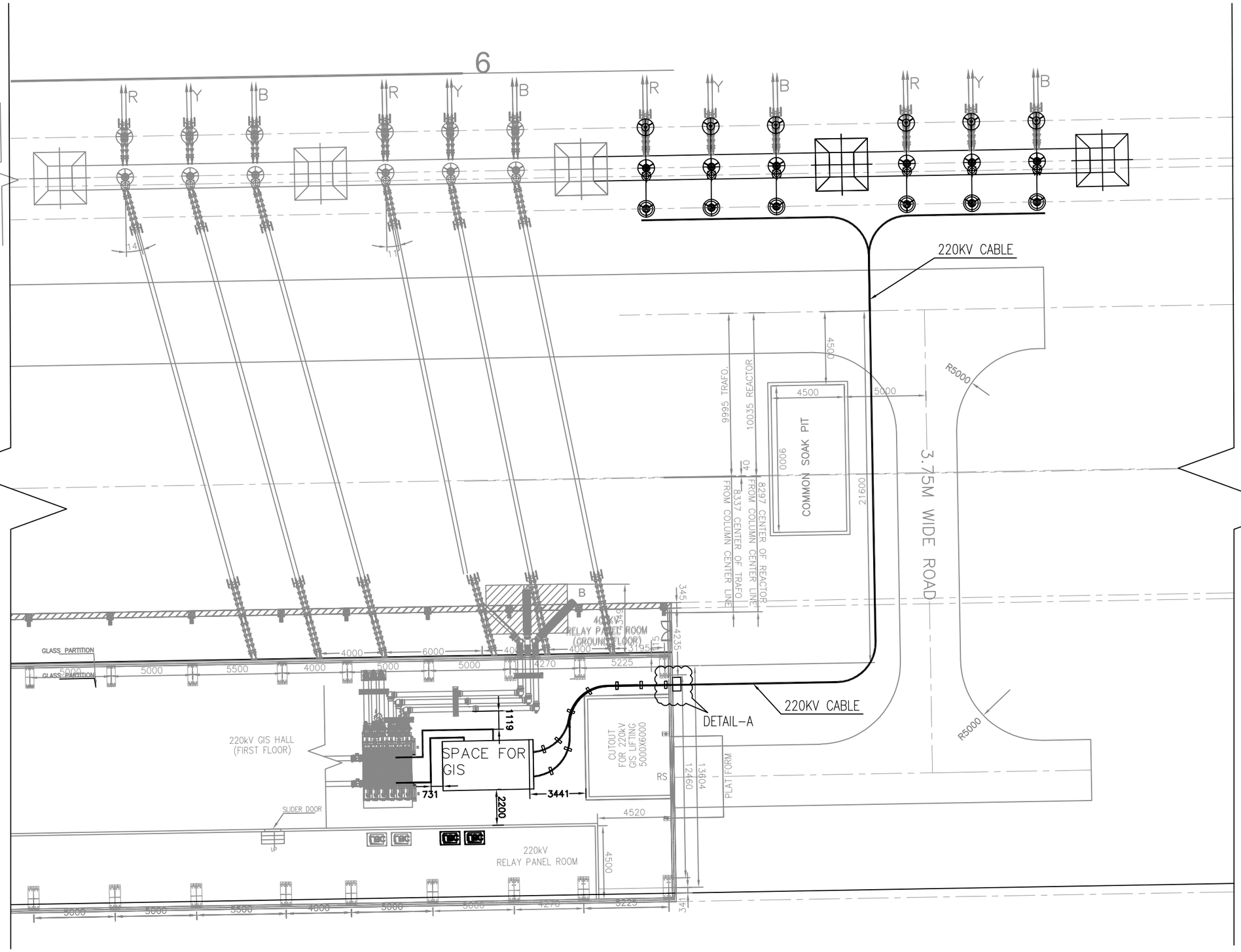

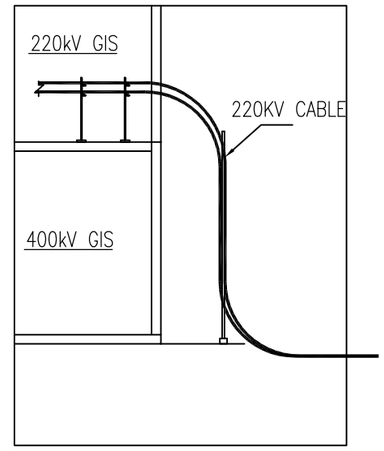

DETAIL-A

LEGENDS

PRESENT SCOPE

FUTURE/EXISTING

NOTES: –

1. LADDER OF CRANE SHALL BE SHIFTED TO OPPOSITE SIDE.
2. BOTTOM OF CRANE HOOK HEIGHT SHALL BE 5.5M FROM FFL.
3. CRANE CAPACITY SHALL BE 5 TONS.

REV.No.	DESCRIPTION	DATE	DRAWN	REVIWED	ELE.	CIVIL	MECH.	APPROVED	STATUS
		Name							
		Date							
		Sign.							
		Name							
		Date							
		Sign.							
		Name							
		Date							
		Sign.							
		Name							
		Date							
		Sign.							
R0	FOR TENDER	Name	SS		SK			AG	FOR TENDER
		Date	27.03.23		27.03.23			27.03.23	
		Sign.							

CHECKED

CLIENT: IndiGrid

PROJECT: GPTL-PRITHLA SS, 2 NOS – 220KV BAYS EXTENSION

NAME OF SUBSTATION: 220kV GIS SUBSTATION AT PRITHALA

TITLE: 220kV GIS TWO LINE BAY EXTENSION PROPOSED LAYOUT (FOR TENDER PURPOSE ONLY)

A3

GE T&D INDIA LTD.
(FORMERLY ALSTOM T&D INDIA LTD)
Sector 126, Towers 5&6 Jaypee Wish Town
UTTAR PRADESH (INDIA)

GE DRAWING No. XXXXXXXXXXXXXX-001

TOTAL SH. 01 | SH.No. 001 | REV. R0

SCALE NTS

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY ON AUGUST 16, 2023

IMPLEMENTATION OF AUGMENTATION WORK BY THE COMPANY

"RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013 as amended from time to time or any other provisions as may be applicable, the consent of the Board be and is hereby accorded to develop and implement the project of augmentation of Transformation Capacity at 400 / 220 kV Prithla (GIS) Substation under GPTL by 2X220 kV Line Bays (GIS) under Regulated Tariff Mechanism (RTM) at an estimated cost of Rs. 19.49 Crores or based on the actual capex incurred by the project developer by employing prudent utility practices including adoption competitive bidding process for carrying all procurements associated with Transmission Scheme as a part of augmentation scope, in line with the provisions laid down in the applicable Tariff Regulations issued by CERC from time to time.

RESOLVED FURTHER THAT the Directors or Key Managerial Personnels (KMP's), or Mr. Lokendra Ranawat, Authorised Signatory, or Mr. Aditya Kislay, Authorised Signatory (collectively the "Authorised Representatives") the Authorised Representatives be and are hereby severally authorized inter-alia to do all the activities in relation to the augmentation work including but not limited to:

a. make an application to "Central Electricity Regulatory Commission" (CERC) for grant of License under Electricity Act 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. appoint any consultant for representing to CERC.
c. deal with any Long-Term Transmission Customers or any other statutory agency for the purpose of License and Tariff Adoption.
d. To interact, liaise, represent and deal with the relevant statutory authorities and obtain all statutory permissions and approvals, if any.
e. To liaison with or to negotiate with or to receive and submit documents to the Assessment Officer, Income Tax Commissioner, Commissioner of Appeals, Appellate Tribunal, Courts including Courts, Supreme Courts or any other judicial/ quasi-judicial authority/ies as mentioned under Income Tax Act, 1961 for the time being in force with regards to the Income Tax assessment, pay or any other issue falling in the purview of the Income Tax Act.
f. delegate to any person any or all of the aforesaid authorities and to do all such acts, deeds, and things as may be necessary for lawful execution of the project and to give effect to this resolution.

RESOLVED FURTHER THAT a copy of this resolution certified to be true by any of the Directors or KMP's of the Company may be given to the concerned authorities/ offices/ parties etc. as may be required."

Certified True Copy

For **Gurgaon-Palwal Transmission Limited**



Meghana Pandit
Director
DIN: 08497976

Date: August 16, 2023

Place: Mumbai

FORM-I					
	Particulars of the Applicant				
S.no	Name of the Applicant:	Gurgaon Palwal Transmission Limited (GPTL)			
ii	Status:	Individual/Partnership firm/Private Limited Company/Public Limited Company	Public Limited Company		
iii	Address:	Registered Office and Communication Address: Unit No. 101, First Floor, Windsor, Village Kolekalyan, off CST Road, Vidyanagari Marg, Kalina, Santacruz (East), Mumbai – 400098			
iv	Name, Designation & Address of the Contact Person:	Lokendra Singh Ranawat, Head Regulatory, Windsor, 1st Floor, Unit no. 101, Kalina, Santacruz East, Mumbai, Maharashtra 400098			
v	Contact Tel. No.:	+91 9311279183			
vi	FAX No.:	-			
vii	Email Id:	regulatory@indigrid.com			
viii	Place of Incorporation/Registration:	Delhi			
ix	Year of Incorporation/Registration:	26.10.2015			
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	Annexure- P-10			
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)	
	Not Applicable				
(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	2 no. of 220 kV GIS line bays along with 220 kV Cable for line bay interconnection at Prithla S/s GPTL	220 kV			• 220kV line bays (GIS)- 2 nos. • 220kV Cable for line bay interconnection- 1 Lot

Gurgaon-Palwal Transmission Limited

(c)	**Commissioning Schedule:**	31.03.2025
(d)	**Identified Long-term transmission customers of the Project:**	1. Central Transmission Utility of India Limited 2. U.P.Power Corporation Limited 3. UTC Chandigarh 4. BSES Yamuna Power Ltd. 5. BSES Rajdhani Power Ltd. 6. TATA Power Delhi Distribution Ltd. 7. New Delhi Municipal Council 8. Himachal Pradesh State Electricity Board Ltd. 9. Haryana Power Purchase Centre 10. Power Development Department, Govt. of Jammu & Kashmir 11. Punjab State Power Corporation Ltd. 12. Ajmer Vidyut Vitran Nigam Ltd. 13. Jodhpur Vidyut Vitran Nigam Ltd. 14. Jaipur Vidyut Vitran Nigam Ltd. 15. Uttarakhand Power Corporation Ltd.
	(Agreements or status of discussion on Agreements to be submitted along with application	Finalization of the Concession Agreement to be entered with CTUIL is pending and is awaited by the Applicant.
(e)	**Any other relevant information**	Not Applicable
3	~~**Levelized transmission charges in case of project selected through the transparent process of competitive bidding and**~~ **Estimated completion cost of the project in other cases:**	CTUIL vide its Amendment to Office Memorandum dated 24.06.2022 issued amended Office Memorandum having Ref.: C/CTU/AI/00/14th CCTP dated 07.08.2023 has awarded Gurgaon Palwal Transmission Limited (GPTL) with the scope provided at Sr. No. 2 (b) above, to be implemented through RTM mode. As per Sr. No. 3 of Annexure-I to the Office Memorandum dated 07.08.2023 issued by CTUIL, an estimated cost of INR 19.49 Crore has been provided for the Transmission System mentioned at Sr. No. 2(b) above. A copy of CTUIL's letter dated 07.08.2023 is annexed as **Annexure P-1(Colly)** The above cost estimate is provided by CTUIL and details towards other cost components such as Incidental Expenditure During Construction (IEDC), Interest During Construction (IDC) and any other contingency provisions have not been highlighted separately. In absence of detailed break-up of the Estimated Cost provided, it is submitted that the Final Completion Cost of the Transmission System shall be based on the actual capex incurred by the project developer by employing prudent utility practices including competitive bidding process for procurements. The same shall be subject to prudence check by this Hon'ble Commission at the time of tariff determination
	(~~The levelized transmission charges~~ Estimated cost should be indicated in INR, along with the base month	As detailed above, CTUIL Amendment Office Memorandum C/CTU/AI/00/14th CCTP dated 07.08.2023 has provided an estimated cost of the Transmission System as **INR 19.49 Crore.** However, detailed break-up of the same has not been provided by CTUIL.

Gurgaon-Palwal Transmission Limited

	and year in case of the estimated cost)	
4	In case applicant has been selected in accordance with the competitive bidding, enclose:	Not Applicable
(a)	Recommendation of selection by Empowered Committee Evaluation report public by the bid Process Coordinator	Not Applicable
5	List of Documents Enclosed:	
	Name of document	
a)	Article of Association	Annexure-P-8
b)	Certificate of Incorporation	Annexure-P-5
c)	Certified true copy of the resolution passed by the board of directors of the company on August 16, 2023	Annexure-P-10
d)	Memorandum of Association	Annexure-P-7

Dated: Noida
Place: 31.08.2023

(Signature of Applicant or the Person Authorized)

BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION, AT NEW DELHI
PETITION NO. ___/TL/2023
IN THE MATTER OF:

Gurgaon Palwal Transmission Ltd.

...Applicant/Petitioner

Versus

Central Transmission Utility of India Ltd. & Ors. ...Respondents

VAKALATNAMA

I, Lokendra Singh Ranawat, Son of Shri B.S. Ranawat, aged about 39 years, Authorized Signatory of Gurgaon Palwal Transmission Ltd., Applicant/Petitioner herein, having my office at Windsor, 1st Floor, Unit no. 101, Kalina, Santacruz East, Mumbai, Maharashtra 400098, duly authorized thereof, hereby appoint and retain Ms. Aparajita Upadhyay, Advocate to act and appear for us in the above Petition on our behalf to conduct and prosecute (or defend) the same and all proceedings that may be taken in respect of any application connected with the same or any decree or other passed herein, to file and obtain return of documents, and to deposit and receive on my/our behalf in the said Petition and represent me/us and to take all necessary steps on my/our behalf in the above matter. I/We agree to ratify all acts done by the aforesaid Advocate in pursuance of this authority.

Place: Noida

Signature of the Party

Date: 31.08.2023.

Executed in my presence.

"Accepted"

Lokendra Singh Ranawat
Authorized Signatory
Gurgaon Palwal Transmission Ltd.

Aparajita Upadhyay, Advocate
[Enrollment No. D/3808/2016]

FORM-I		
	Particulars	
1	Name of the Petitioner/Applicant	Gurgaon Palwal Transmission Limited (GPTL)
2	Address of the Petitioner/Applicant	Windsor, 1st Floor, Unit no. 101, Kalina, Santacruz East, Mumbai, Maharashtra 400098
3	Subject Matter	Application under Sections 14, 15, 79(1)(e) of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 seeking Transmission License for Gurgaon Palwal Transmission Limited for the Transmission Project to be constructed through regulated tariff mechanism (RTM)
4	Petition No….if any	P.NO……../TL/2023
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 e) Surcharge, if any	Not Applicable
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	b) Transmission Licence
9	Fees paid for Miscellaneous Application	Not Applicable
10	Fees paid for Interlocutory Application	Not Applicable
11	Fees paid for Regulatory compliance Petition	Not Applicable

Gurgaon-Palwal Transmission Limited

FORM-I		
	Particulars	
12	Fees 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 a) Period b) Amount of turnover c) Fee paid d) Surcharge, if any	Not Applicable
16	Details of fee remitted. a) UTR No. b) Date of remittance c) Amount remitted	a) UTR No: 33400397621DC b) Amount: Rs.1,00,000.00 c) Date: 24.08.2023
Note: while Sl. No 1 to 3 and 16 compulsory, the rest may be filled up as applicable.		
Signature of the authorized Signatory with date		