

BEFORE
THE CENTRAL ELECTRICITY REGULATORY COMMISSION,
NEW DELHI
PETITION NO. _____ OF 2024

IN THE MATTER OF

Application under Section-14 & 15 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 for Grant of separate Transmission License for Supply and Installation of OPGW on existing Line between 765/400kV Pune (PG)(GIS)-400kV Parli (PG) on Regulated Tariff Mechanism (RTM) route

AND IN THE MATTER OF

Western Transco Power Limited

....Petitioner

Versus

MP Power Trading Company Ltd. (MP Tradeco) and Ors.

....Respondents

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Bundaleji

Petitioner



Place: Ahmedabad

Date: 11.03.2024

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....Respondents

MEMO OF PARTIES



Western Transco Power Limited

Having its registered office at;

Adani House, Shantigram,

3rd Floor, South Wing, SG Highway,

Ahmedabad - 382421

..... Petitioner

Versus

1. Chief Executive Officer, CTU Planning,
POWERGRID Corporation of India Limited,
Saudamini, Plot No.2, Sector-29,
Gurgaon-122001
2. MP Power Trading Company Ltd.
having its office at Shakti Bhawan,
Jabalpur - 482008
3. Gujarat Urja Vikas Nigam Ltd.
having its office at
Sardar Patel Vidyut Bhavan,
Race Course, Vadodara - 390007
4. Maharashtra State Electricity Distribution Company Ltd.
having its office at Prakashgad,



G-9, Bandra (E), Mumbai - 400051

5. Chhattisgarh State Power Distribution Co. Limited

having its office at Vidhyut Sewa Bhavan,

Danganiya, Raipur- 492013

6. Electricity Department, On behalf of

Governor of Goa, Govt. of Goa,

Vidyut Bhawan, Panaji, Goa - 403001

7. Electricity Department, Administration

of Daman & Diu. Daman-396210

8. Electricity Department, Administration of

Dadra & Nagar Haveli U.T., Silvassa- 396230

9. M P Audyogik Kendra Vikas Nigam Ltd.

having its office at 3/54, Press Complex,

Agra Mumbai Road, Indore- 452008

....Respondents

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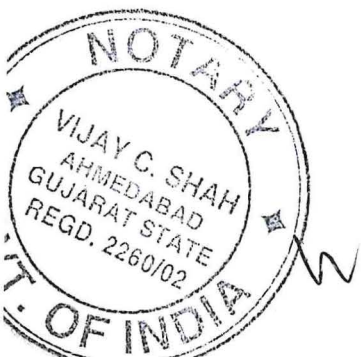
Western Transco Power Limited

....Petitioner

Versus

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....Respondents





S. No. 1361/2024

VIJAY C. SHAH
NOTARY
GOVT. OF INDIA

13 FEB 2024

AFFIDAVIT

I, **Bhavesh Kundalia**, son of **Sh Pradyumna Kundalia**, aged about 61 years, R/o **A63, Luv Kush Towers, Thaltej, Ahmedabad** do hereby solemnly affirm and state on oath as under:

1. That I am the Authorised Representative, of the Petitioner, Western Transco Power Limited, and I am fully conversant with the facts and circumstances of the case and I have been duly authorized and am, therefore, competent to affirm this affidavit.
2. That I have read the accompanying submissions being submitted on behalf of Western Transco Power Limited and have understood the contents thereof and that the contents therein are true and correct to the best of my knowledge and belief

Bhavesh Kundalia

DEPONENT

VERIFICATION

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





Verified by me on this 13th February, 2024, at Ahmedabad

Rundelia

DEPONENT



SOLEMNLY AFFIRMED
BEFORE ME
[Signature]
VIJAY C. SHAH
NOTARY
GOVT. OF INDIA
13 FEB 2024



BEFORE
THE CENTRAL ELECTRICITY REGULATORY COMMISSION,
NEW DELHI
PETITION NO. _____ OF 2024

IN THE MATTER OF

Application under Section-14 & 15 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 for Grant of separate Transmission License for Supply and Installation of OPGW on existing Line between 765/400kV Pune (PG)(GIS)-400kV Parli (PG) on Regulated Tariff Mechanism (RTM) route

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....Respondents

**PETITION / APPLICATION UNDER SECTION 14 & 15 OF THE
ELECTRICITY ACT, 2003 FOR GRANT OF TRANSMISSION
LICENSE**



MOST RESPECTFULLY SHOWETH:

1. The present application is being filed by Western Transco Power Limited (herein after referred to as “Petitioner”) under Section 14 & 15 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 for grant of separate Transmission License for Supply and Installation of OPGW on existing Line between 765/400kV Pune (PG)(GIS)-400kV Parli (PG) line on RTM route.
2. It is submitted that PGCIL notified the Request for Selection (RfS) in November, 2005 for selection of Independent Private Transmission Company for establishment of Western Region System Strengthening Scheme (WRSSS) Project B and WRSSS Project C on Build Own Operate Transfer (BOOT) basis through international competitive bidding. The Hon’ble Commission vide its orders dated 30.12.2008 granted licences to WRTMPL (License No. 6 of 2008) to execute the WRSSS Project B. Copy of the Transmission License is enclosed and marked as **Annexure-1**.

	Name of the Transmission Element	Actual COD
1.	Parli (New) – Pune 400kV D/C transmission line	05.12.2013
2.	Pune – Aurangabad 400kV D/C transmission line	
3.	Parli (New) – Solapur (Limbi Chincholi) (New)400kV D/C transmission line	



	Name of the Transmission Element	Actual COD
4	Solapur (Limbi Chincholi) (New)-Kolhapur 400kV D/C transmission line	
5	LILO of Lonikhand – Kalwa 400kV D/C transmission line at Pune	
6	LILO of Solapur (MSETCL) – Karad 400 kV D/C transmission line at Solapur (Limbi Chincholi) (New)	

3. Further, RInfra approached the Commission for approval for restructuring of its business by merging WRTMPL with RInfra on the basis of approval of merger by Bombay High Court vide order dated 15.7.2014. The Commission vide order dated 7.1.2015 in Petition No.54/MP/2014 accorded the approval for merger of WRTMPL with RInfra subject to the condition that RInfra shall maintain the accounts of transmission businesses separately. Subsequently, the Commission approved the assignment of licences granted to WRTMPL in favour of RInfra vide order dated 22.9.2015 in Petition No.176/MP/2015. A copy of the Order dated 22.09.2015 is annexed herewith and marked as **Annexure-2**
4. It is submitted that with a strategy to divest its transmission business, M/s RInfra proposed to sell its transmission assets under WRSSS Project B to M/s Adani Energy Solutions Limited (AESL) (Previously known as Adani Transmission Limited (ATL)). M/s RInfra entered into a Term Sheet



Agreement dated 05.10.2016 and Share Purchase Agreement dated 06.12.2016 with AESL for sale of 100% economic interest in WRSSS Project B. As part of divestment process, RInfra incorporated fully owned subsidiary in the form of Special Purpose Vehicle (SPV) on 06.12.2016 namely, Western Transco Power Limited (WTPL), for the purpose of holding the assets of WRSSS project B through execution of Business Transfer Agreement (BTA) between RInfra and the SPV. After transfer of the assets of WRSSS B to WTPL, RInfra approached this Hon'ble Commission vide its petition, being Petition No. 31/MP/2017, under Section 17(3) of the Electricity Act, 2003 for transfer of assets of WRSSS Project B to AESL along with assignment of the transmission license, in favour of AESL, and also for the transfer of entire equity shareholding. Subsequently, this Hon'ble Commission vide its order dated 07.08.2017 granted its approval qua above transfer and accordingly, RInfra transferred its 100% equity shareholding in WTPL, to AESL. A copy of the Order dated 07.08.2017 is annexed herewith and marked as **Annexure-3**.

5. In addition to above scope, National Committee on Transmission (NCT), vide its Minutes of the 16th Meeting dated 30.11.2023, notified implementation of Transmission System for Supply and Installation of OPGW on existing Line between 765/400kV Pune (PG)(GIS)-400kV Parli (PG) line on Regulated Tariff Mechanism (RTM) to Western Transco



Power Limited in line with the MoP office order dated 28.10.2021. The MoP office order dated 28.10.2021 was issued with reference to the Re-constitution of the National Committee on Transmission (NCT) and Terms of Reference of NCT. The Terms of Reference of the NCT as specified in the order is as under:

*“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.**”*

6. In the above background, NCT approved the implementation of Transmission System for Supply and Installation of OPGW on existing Line on Regulated Tariff Mechanism (RTM) to Western Transco Power Limited. The copies of NCT Minutes of the 16th Meeting dated 30.11.2023 and MoP office order 28.10.2021 are enclosed as **Annexure - 4** and **Annexure – 5** respectively.



The Scope of the Project is as follows:

SN	Name of the scheme and Implementation timeframe	Estimated Cost (₹ Crores)	Remark
1	Supply and Installation of OPGW on existing Line 765/400kV Pune (PG)(GIS)-400kV Parli (PG) line which is to be LILOed at Kallam Substation under TBCB project namely Transmission System for Evacuation of Power from potential renewable energy zone in Osmanabad area (1 GW) in Maharashtra Implementation timeframe: 24 months	14	Approved to be implemented under RTM by Western Transco Power Limited. (M/s Adani)

Detailed Scope of the Scheme is as under:

SN	Name of Scheme	Scope of the scheme
1	Supply and Installation of OPGW on existing line 765/400kV Pune (PG) (GIS) – 400kV Parli (PG) line which is to be LILOed at Kallam Substation under TBCB project namely “Transmission system for evacuation of power from RE projects in Osmanabad	1. The OPGW Supply and installation along with accessories on the following line by replacing the existing one no. earthwire by Live Line installation: <ul style="list-style-type: none"> • 765/400kV Pune (PG) (GIS) – 400kV Parli (PG) line



<i>area (1 GW) in Maharashtra”</i>	2. STM-16, 3 MSP (FOTEs of requisite configuration at Pune, Parli for establishing the communication in between Pune-Kallam-Parli.
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7. Chief Engineer & Member Secretary (NCT), vide its letter dated 26.12.2023, requested Central Transmission Utility of India Limited (CTUIL) to take necessary action for implementation of the above scheme. A copy of letter dated 26.12.2023 is attached as **Annexure – 6**.
8. Thereafter, CTUIL, vide its letter dated 27.12.2023, requested the Petitioner to initiate the necessary actions for implementation of the aforementioned transmission scheme. A copy of letter dated 27.12.2023 is attached as **Annexure – 7**.
9. It is humbly submitted that Section-14 of the Electricity Act, 2003 provides that the Appropriate Commission may, on an application made under Section-15 of the Electricity Act, 2003, grant Licence to any person to transmit electricity as a transmission licensee in any area as may be specified in the Licence. The word ‘person’ has been defined in Section 2(49) of the Act to include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person. Therefore, the Petitioner under Section 14 of the Electricity Act,



2003 is filing the present Petition/Application inter-alia seeking grant of Transmission Licence for the Project as explained above.

10. The Hon'ble Commission in its CERC (Procedure, Terms & Conditions for grant of Transmission Licence and other related matters) Regulations, 2009 had prescribed the form of Application and also the amount of fee for making an Application for a Transmission Licence and the Petitioner is submitting herewith the Application in such prescribed format along with the fees as per Regulation 7(1) of the said Regulation. Copy of duly filled Form-I along with the Resolution passed by the Board of Directors of Western Transco Power Limited is enclosed herewith and marked as **Annexure – 8**.
11. It is most respectfully submitted that the copy of the Application for grant of Transmission Licence is being forwarded to each of the Respondents as per Regulation 7(4) of CERC (Procedure, Terms and Conditions of Transmission Licence and other related matters) Regulations, 2009 read with CERC order dated 22.01.2022 in Suo-motu Petition No. 1/SM/2022.
12. It is further submitted that the Petitioner is submitting/furnishing a copy of the instant Application to Central Transmission Utility, as required under Section 15 (3) of the Act and Regulation 7(6) of CERC (Procedure, Terms and Conditions of Transmission Licence and other related matters)



Regulations, 2009 for the recommendation, if any, in accordance with Section 15 (4) simultaneously along with submission of this petition to Hon'ble Commission.

13. The Petitioner has posted the Application for grant of Transmission Licence on the website www.adanienergysolutions.com as required under Regulation 7(4) & 7(5) of CERC (Procedure, Terms and Conditions of Transmission Licence and other related matters) Regulations, 2009 read with CERC order dated 22.01.2022 in Suo-motu Petition No. 1/SM/2022 so as to facilitate the access to the Application by any person through internet.
14. Keeping in view of the above, the Petitioner fulfils the eligibility criteria for grant of transmission licence as stipulated in Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission Licence and other related matters) Regulations, 2009 read with CERC order dated 22.01.2022 in Suo-motu Petition No. 1/SM/2022 and therefore the Hon'ble Commission may grant the prayer as prayed for.
15. The Petitioner shall also comply with all the other requirements as provided in the Transmission License Regulations including posting the public notice in Form-II on its website, service on the beneficiaries of the Petitioner's



Transmission System. The Petitioner shall place the compliance report on record before the Hon'ble Commission.

16. On completion of the Project, the Applicant shall approach the Hon'ble Commission with the actual cost incurred for determination of transmission charges in accordance with Section 61, 62 of the Electricity Act; 2003.

17. **PRAYER**

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

- a) Grant Separate Transmission Licence to the Applicant for implementation of "Supply and Installation of OPGW on existing Line between 765/400kV Pune (PG)(GIS)-400kV Parli (PG) line" on Regulated Tariff Mechanism (RTM) basis with detailed scope as per para 5 above.
- b) Allow the Applicant liberty to approach the Hon'ble Commission for determination of transmission charges for the aforementioned additional scope in Transmission license in accordance with Section 61, 62 of the Electricity Act, 2003



- c) Condone any inadvertent errors omissions/ errors / shortcomings and permit the Petitioner to add/change/modify/alter these filings and make further submissions as may be required at a future date.
- d) Pass any such other order / orders, as may be deemed fit and proper in the facts and circumstances of the case.

Trudellia

Petitioner



Place: Ahmedabad

Date: 11.03.2024

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Coram

1. Dr. Pramod Deo, Chairperson
2. Shri Bhanu Bhushan, Member
3. Shri R. Krishnamoorthy, Member
4. Shri S.Jayaraman, Member

Petition No. 27/2008

With

I.A.No. 36/2008

In the matter of

Application for grant of transmission licence for Western Region System Strengthening Scheme-II (Project-B) to Western Region Transmission (Maharashtra) Pvt. Ltd.

And in the matter of

Western Region Transmission (Maharashtra) Pvt.Ltd., Mumbai **Petitioner**
Vs

1. Power Grid Corporation of India Limited, Gurgaon
 2. Maharashtra State Electricity Distribution Company Limited, Mumbai
 3. Gujarat Urja Vikas Nigam Ltd., Vadodra
 4. Chattisgarh State Electricity Board, Raipur
 5. Electricity Department, Govt. of Goa, Panaji
 6. Electricity Department, Admn. of Daman and Diu, Daman
 7. Electricity Department, Dadra and Nagar Haveli, Silvassa
 8. Madhya Pradesh Audyogik Kendra Vikas Nigam Ltd., Indore
 9. M. P. Power Trading Co. Ltd., Jabalpur
-Respondents**

The following were present

1. Shri J.J.Bhatt, Senior Advocate for applicant
2. Shri Venkatesh, Advocate for the applicant
3. Shri Kiran Alla, REPTL
4. Shri Amit Rawal, REPTL
5. Shri Alok Roy, WRT(M)PL
6. Shri L.N.Mishra, WRT(M)PL
7. Shri Rohit Singh, RETL
8. Shri C.Sudhakar, RETL
9. Shri V.M.Kaul, PGCIL
10. Shri B.A.Chandhan, PGCIL
11. Shri A.K.Dixit, PGCIL
12. Ms. Anjana Dhar, PGCIL
13. Ms. Ranjana Gaddu, PGCIL



14. Shri Vijay Kumar, PGCIL
15. Shri G.S.Trimukhe, MSEDCL
16. Shri Ravi Sharma, Advocate, MSEDCL
17. Shri P.J.Jani, GUVNL
18. Shri Sitesh Mukherjee, Advocate, Intervener, TPCL
19. Shri Vishal Anand, Advocate, intervener, TPCL
20. Shri Sakya Singh Chaudhuri, Advocate, TPCL
21. Shri Parmod Chaudhery, MPPTCL

ORDER
(DATE OF HEARING: 27.11.2008)

The application has been made under sub-section (2) of Section 15 of the Electricity Act, 2003 (hereinafter to be referred to as ‘the Act’) for grant of transmission licence for construction, commissioning, operation and maintenance of the following transmission lines falling under the Western Region System Strengthening Scheme-II (hereinafter referred to as “the scheme”), Package-B:

- (i) Parli (New)-Pune 400 kV D/C transmission line;
- (ii) Pune-Aurangabad 400 kV D/C transmission line;
- (iii) Parli (New)-Solapur (Limbi Chincholi) (New) 400 kV D/C transmission line;
- (iv) Solapur (Limbi Chincholi) (New)-Kolhapur 400 kV D/C transmission line;
- (v) LILO of Lonikhand-Kalwa 400 kV D/C transmission line at Pune; and
- (vi) LILO of Solapur (MSETCL)-Karad 400 kV D/C transmission line at Solapur (Limbi Chincholi) (New).

2. Reliance Energy Transmission Limited (RETL), a subsidiary of Reliance Energy Ltd. had filed a petition, being Petition No. 85/2004 for grant of transmission licence for construction, maintenance and operation of the transmission lines and sub-stations forming part of the scheme.



Commission by its order dated 29.7.2005 had split up the scheme in four packages, named as 'A', 'B', 'C' and 'D'. The Commission directed that packages of the scheme identified as 'A' and 'D' would be implemented by the first respondent as the Central Transmission Utility (CTU) either on its own or by forming JV companies. Implementation of packages identified as 'B' and 'C' of the scheme were directed to be through private participation, through the process of tariff-based competitive bidding, and the responsibility of selection of the private parties was assigned to the CTU.

3. In accordance with procedure approved by the Commission for tariff based-competitive bidding, RETL (which emerged as the lowest bidder in the competitive bidding on 20.11.2006) was said to have qualified on the basis of qualifications of its holding company, Reliance Energy Ltd., which furnished the backup guarantee, and also undertook to provide the financial, technical and managerial support to RETL for execution of Package-B (hereinafter referred to as "the project"). The annual transmission charges quoted by RETL on the basis of which it was declared successful, are contained in Annexure attached to this order.

4. Meanwhile, the CTU had pointed out that it had certain contingent liabilities in the project on account of "buy-out" provisions in the bidding documents, in the construction and operation phases and at the end of licence period. It was further stated that in view of the clarifications issued by Ministry of Finance vide letter dated 31.1.2007 on the applicability of Public Pri



Partnership Appraisal Committee (“PPPAC”) guidelines, PPPAC approval was needed before entrusting the project to the successful bidder for execution. The guidelines, as clarified, require PPPAC approval in case of the projects where the assets created as public asset would revert to Government or public sector entity at the end of the concession period.

5. Acting on the advice of Ministry of Power, the CTU discussed the different aspects for modification of various project agreements proposed to be entered into between the CTU and the successful bidder, to comply with PPPAC guidelines and also in the light of recommendation of the A.K Khurana Committee constituted by the Ministry. In the meeting held on 29.8.2007, the following was agreed to:

- (a) Project format be changed from BOOT to BOO.
- (b) Buy-out provisions be deleted, for the reason of change of the project format.
- (c) Recommendations of Khurana Committee with respect to the Payment Security Mechanism be adopted.

6. As a consequence of the above decision to delete, ‘buy-out’ provisions, the CTU through its letter dated 4.10.2007 addressed to the Secretary of the Commission, suggested modifications in the Implementation Agreement and the Power Transmission Agreement forming part of the bid documents and sought approval of the Commission for modifications, dispensing with ‘buy-out’ provisions. Also, based on the recommendations of the Khurana Committee, the CTU recommended incorporation of Payment Security Mechanism in



agreements. The Commission in its order dated 29.10.2007 in Petition No. 8/2007 (suo motu) decided as under.

“4. As a consequence of the agreement to delete the “buy-out” provisions, PGCIL has suggested modifications in the Implementation Agreement (IA) and the Power Transmission Agreement (PTA), earlier termed as Transmission Service Provider Agreement (TSPA), forming part of the bid documents. PGCIL has sought concurrence/approval of the Commission to the modification in IA and PTA and dispensing with “buy out” arrangement. Similarly, based on the report of the A.K. Khurana Committee, PGCIL has recommended incorporation of Payment Security Mechanism in the agreements.

5. We note from the minutes of meeting taken by Secretary (Power) on 6.8.2007 that the question as to whether the deletion of the buy-out provisions would warrant any re-tendering was duly deliberated in the meeting, and it was concluded that “since no relaxation from the notified conditions was being made, and only a hardening of the contract conditions for the L1 bidder would take place by removal of the buy-out provision, re-tendering would not be required.

In view of the above, and the fact that the projects have already been delayed considerably, we direct the concerned parties to proceed further expeditiously.”

7. Subsequently, the CTU by its letter dated 12.11.2007, notified RETL as the prospective IPTC to establish the transmission lines associated with the project. Further, RETL, in the capacity of prospective IPTC initialled the draft Implementation Agreement with the CTU, while requesting that the Implementation Agreement be executed without meeting the pre-condition of initialling of the Transmission Service Provider Agreement/Power Transmission Agreement. The CTU issued letter of selection dated 22.11.2007 to RETL. The applicant, promoted by RETL as its wholly owned subsidiary company, to act as special purpose vehicle to implement the project has accordingly made the application.



8. The Central transmission Utility, vide its letter dated 30.4.2008, has recommended grant of licence to the applicant.

9. The applicant published public notices in the newspapers as required under sub-section (2) of Section 15 of the Act. In response to public notice published by the applicant, no objections were received.

10. The beneficiaries of the project were intimated by RETL of its selection and the need for signing the Power Transmission Agreement (within 60 days) through its communication dated 16.11.2007. The issue is said to have been pursued thereafter but the Power Transmission Agreement was not signed by the beneficiaries. On 15.1.2008 and 16.1.2008, the applicant is said to have held meetings with some of the beneficiaries, wherein it was suggested that the Power Transmission Agreement needed to be discussed at a common platform, namely WRPC so that a general consensus could be reached on various issues. Meanwhile, as per the fresh certificate of incorporation dated 22.1.2008, copy of which is available on record, name of the Reliance Energy Transmission Ltd. (RETL) has been changed to Reliance Power Transmission Ltd. (RPTL).

11. After consideration of the replies filed by the respondents and views of the Central Transmission Utility, the Commission by its order dated 27.6.2008 had proposed to grant licence to the applicant for construction and maintenance of the transmission lines associated with the project as given in opening para above.



12. A notice under clause (a) of sub-section (5) of Section 15 of the Act was published by the Commission, inviting suggestions/objections to the proposal of the Commission. In response to the public notice, one Shri R.Rath by letter dated 22.7.2008 filed his objections to grant of licence to the applicant primarily on the ground that a sister concern of the applicant, namely Reliance Energy Trading Co. Ltd., was already granted a licence for trading in electricity, and, therefore, the applicant could not be granted licence on account of the prohibition contained in the third proviso to Section 41 of the Act. The applicant by affidavit dated 28.7.2008 filed its reply to the objection. It has explained that as company incorporated under the Companies Act, it is a person separate and distinct from any other group company and, therefore, bar under Section 41 of the Act is not attracted. As Shri Rath had not appeared before the Commission after notice to elaborate on his objection, we are not taking cognizance of the objection.

13. The applicant vide its affidavit dated 28.7.2008 had emphasized the difficulty arising out of non-signing of Power Transmission Agreement by the beneficiaries. At the hearing on 12.8.2008, the applicant pointed to the contents of letter dated 8.8.2008 addressed on behalf of the applicant to the first respondent, in which it was stated that since execution of the Implementation Agreement on 23.11.2007, the applicant had been pursuing with the beneficiaries to sign the Power Transmission Agreement but in spite of all efforts, the beneficiaries, the respondents herein, had been reluctant to engage in the process of finalization of Power Transmission Agreement. The applicant fur



pointed out that as per Article 3 of the Implementation Agreement, the Power Transmission Agreement should have been signed by 23.1.2008 and financial closure should have been achieved by 23.4.2008, but even after nearly 8 months from the date of signing of the Implementation Agreement, there was no sign or possibility of signing of the Power Transmission Agreement because of the consistent refusal by the beneficiaries to agree to the terms, though the project was stipulated to be completed by 31.3.2010.

14. At further hearing on 14.10.2008, learned senior counsel for the applicant had submitted that with delay of nearly 9 months in signing of PTA, it was not possible to achieve the commercial operation within the agreed time schedule and sought:

- (a) extension of time in completion of the project, and
- (b) appropriate upward revision of transmission service charges by considering the escalation formula applied by first respondent.

15. Subsequent to the hearing held on 14.10.2008, and in terms of the liberty granted, the applicant has filed on 30.10.2008, a detailed affidavit, verified on 24.10.2008. The applicant in the said affidavit has sought extension of time by 9 months to complete the project. It has also sought approval for tariff as given in Annexure 7 (pages 93-94) of the affidavit.

16. Replies to this affidavit have been filed by the first, second and third respondents. These respondents in their replies have opposed both the proposals made by the applicant. The first respondent has submitted that



determination of tariff independent of the tariff arrived at through the process of competitive bidding is unjustified, being contrary to the conditions specified in the bid documents. As regards extension of time for completion of the project, it has been stated that delay in execution of the project will seriously affect the commissioning of other inter-linked projects being executed by the first respondent itself. According to the second and third respondents, any change in the conditions, such as increase in tariff or extension of time for execution will impinge upon the sanctity of the bidding process.

17. When the matter was taken up, learned senior counsel for the applicant did not press for any direction for increase in tariff. He left this matter to be decided by the Commission, based on facts on record. He, however, strenuously argued in favour of extension of time for execution of the project.

18. Shri P.J.Jani, representative of the third respondent informed that issues related to the Power Transmission Agreement had been settled and it would take around 10 days to complete the procedural requirement such as approval of the Board before the Power Transmission Agreement was signed. He opposed the requests of the applicant, particularly that for upward revision of transmission service charges. It was argued that the applicant should approach the Commission for adoption of tariff already arrived at through the selection process under Section 63 of the Act. The representative of the third respondent stated that the applicants should build the assets as per tariff and timeframe contained in the bidding documents, else the project should be handed over



the first respondent so as to coincide with other elements of the scheme being developed by it. Learned counsel for the second respondent and representative of ninth respondent supported the views of the third respondent.

19. In response to the above submissions of the respondents, learned senior counsel for the applicant stated that considering the delay of 9 months, they had calculated the revised tariff after applying the escalation rates as specified by the first respondent for its own purposes, and tariff so calculated was still the lowest. As regards adoption of tariff, learned senior counsel stated that tariff determination in the instant case did not fall strictly under Section 63 of the Act and accordingly, tariff was to be determined by the Commission under sub-section (1) of Section 62 read with sub-section (1) of Section 79 of the Act.

20. The representative of the first respondent submitted that bidders were selected based on tariff quoted, but it had no objection to the tariff being decided by the Commission. She submitted that under the bid documents, the first respondent could grant extension of time, and, therefore, this should not be really an issue at this stage. She urged that the licence be granted in favour of the applicant immediately so as to enable it to proceed with execution of the project, as timely completion of the project is of the greatest concern.

21. We have considered the submissions made on behalf of the parties. The present proceedings relate to grant of transmission licence. It is neither advisable nor possible for us to consider the question of determination/escalation of the



transmission service charges in these proceedings. These proceedings were not under Section 63 of the Act. The regulations specified by the Commission lay down an elaborate process for approval of the transmission service charges. Therefore, we are not considering the enhancement of the transmission service charges, projected by the applicant in the affidavit filed on 30.10.2008, particularly when the enhancement was not insisted upon at the hearing.

22. The next question relates to extension of time for execution of the project. Normally, the Commission does not like to venture into the domain governed by the contractual arrangement between the parties. As per the procedure approved by the Commission, selection of private parties was assigned to the Central Transmission Utility and appropriately, the first respondent as the Central Transmission Utility should consider the request by the applicant. It is, however, observed from the material available on record that immediately after signing of the Implementation Agreement, the applicant took up the matter with the respondents for signing of the Power Transmission Agreement. It took necessary steps to persuade the respondents who were reluctant to sign the Power Transmission Agreement because of certain concerns expressed by them. It is not necessary for us to pin-point the reasons or responsibility for delay in signing of the agreements. Nevertheless, time has been lost in the process. Under these circumstances, the applicant's prayer for extension of time cannot be said to be wholly unjustified. Again, if it is left to the first respondent to grant extension of time, it may get further delayed due to the internal processing and approvals that are required. The Commission considers that the commencement of the v



and implementation of the project should not be allowed to be delayed further. In terms of the Implementation Agreement, the required commercial operation date of the project is 31.3.2010. However, in terms of clause 4.4.1 of the Implementation Agreement, the required commercial operations date may be extended up to 180 days by reason of one or more *force majeure* events and in case of further delay on account of *force majeure*, the required commercial operation date may be extended further beyond 180 days with the mutual consent of the parties. *Force majeure* events are defined in Section 9 of the Implementation Agreement. In our opinion, delay in signing of the Power Transmission Agreement in the present case is of the nature of and analogous to *force majeure* events. Against this background, the Commission is satisfied that it will be in the interest of justice to grant extension of nine months from the date of completion contemplated in the Implementation Agreement so that the project gets implemented without further delay but the applicant shall not be entitled to increase in the transmission service charges by virtue of extension of time being allowed. We order accordingly.

23. We take this opportunity to call upon the respondents to expedite signing of the Power Transmission Agreement, if not already done, with a sense of urgency to avoid any further loss of time in commencement of construction of the project, and in any case complete the signing within the next 15 days from the date of issue of this order.



24. In view of the above and on consideration of the material on record, we direct that licence for transmission of electricity in favour of the applicant, Western Region Transmission (Maharashtra) Pvt. Ltd. for the assets noted in the opening para above be issued. The licence granted shall be subject to the terms and conditions as contained in the Act, the rules prescribed by the Central Government and the Regulations specified by the Commission from time to time, including statutory amendment and re-enactment thereof as also the order dated 27.6.2008 *ibid*. The payment of licence fee during the validity of the licence shall be regulated in terms of fee notified by the Commission separately under the Central Electricity Regulatory Commission (Payment of Fees) Regulations, 2008. The licence shall be valid for a period of 25 years, unless revoked earlier. The applicant is granted extension of time of nine months for completion of the project. The applicant shall co-ordinate its efforts with the first respondent so that critical elements of project having bearing on the packages being developed by the latter are taken up on urgent basis and the project is completed as early as possible. The applicant shall, however, not be entitled to any enhancement of tariff on account of extension of time allowed, as already decided.

I.A.No. 36/2008

25. Tata Power Company Ltd. has filed this application with request for impleadment as intervenor to file substantive objections against any revision of the transmission service charges payable to the petitioner, by considering the escalation formula applied by the first respondent or otherwise. For the view



ANNUAL TRANSMISSION CHARGES

Annexure

(Rs in million)

RETL												
Year	Parli – Pune 400 kV D/C transmission line		Pune – Aurangabad 400 kV D/C transmission line		Parli – Solapur 400 kV D/C transmission line		Solapur – Kolhapur 400 kV D/C transmission line		LILO of Lonikhand – Kalwa 400 kV D/C transmission line at Pune		LILO of Solapur - Karad 400 kV D/C transmission line at Solapur	
Transmission Line Element Length	322.7		236.300		135.100		218.700		17.400		105.600	
	Non Escl.	Escl.	Non Escl.	Escl.	Non Escl.	Escl.	Non Escl.	Escl.	Non Escl.	Escl.	Non Escl.	Escl.
1	495.130	1.940	369.080	1.440	193.860	0.760	293.940	1.150	26.700	0.100	154.980	0.610
2	470.620		350.810		184.260		279.390		25.380		147.310	
3	447.330		333.440		175.140		265.560		24.130		140.020	
4	425.190		316.940		166.470		252.420		22.930		133.090	
5	404.140		301.250		158.230		239.920		21.800		126.500	
6	384.130		286.340		150.400		228.050		20.720		120.240	
7	365.120		272.170		142.950		216.760		19.690		114.290	
8	347.050		258.690		135.880		206.030		18.720		108.630	
9	329.870		245.890		129.150		195.830		17.790		103.250	
10	313.540		233.720		122.760		186.140		16.910		98.140	
11	298.020		222.150		116.680		176.920		16.070		93.280	
12	283.270		211.150		110.910		168.170		15.280		88.670	
13	269.250		200.700		105.420		159.840		14.520		84.280	
14	255.920		190.760		100.200		151.930		13.800		80.100	
15	243.250		181.320		95.240		144.410		13.120		76.140	
16	231.210		172.350		90.520		137.260		12.470		72.370	
17	219.760		163.810		86.040		130.470		11.850		68.790	
18	208.890		155.710		81.780		124.010		11.270		65.380	
19	198.550		148.000		77.740		117.870		10.710		62.150	
20	188.720		140.670		73.890		112.040		10.180		59.070	
21	179.380		133.710		70.230		106.490		9.670		56.150	
22	170.500		127.090		66.750		101.220		9.200		53.370	





Licence No.6/Transmission/CERC

CENTRAL ELECTRICITY REGULATORY COMMISSION

LICENCE TO TRANSMIT ELECTRICITY AS A TRANSMISSION LICENSEE

1. The Central Electricity Regulatory Commission (hereinafter referred to as "the Commission"), in exercise of the powers conferred under Section 14 of the Electricity Act, 2003 (36 of 2003) (hereinafter referred to as "the Act"), hereby grants this licence to **Western Region Transmission (Maharashtra) Pvt. Ltd.** (hereinafter referred to as "the licensee"), having its registered office at 3rd Floor, Reliance Energy Centre, Santacruz (East), Mumbai - 400055 to transmit electricity as a transmission licensee and for that purpose to construct, maintain and operate the transmission assets described in the schedule attached, under the direction, control and supervision of the Central Transmission Utility, subject to the terms and conditions contained in the Act, (in particular, Sections 17, 18, 19, 20, 21 and 22 thereof) the Rules made by the Central Government (hereinafter referred to as "the rules") and the Regulations specified by the Commission (hereinafter referred to as "the Regulations"), including the regulations to be specified in future, statutory amendments, modifications, reenactments thereof, and the orders dated 27.6.2008 and 30.12.2008 in Petition No. 27/2008, all of which shall be read as part and parcel of this licence. Until the fresh terms and conditions are specified by the Commission by the regulations by virtue of powers under the Act, the licensee shall be governed by the terms and conditions contained in Part III of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission licence and other related matters) Regulations, 2003, so far they are not inconsistent with the Act, and except in respect of the things specifically stated herein.
2. Wherever there is a contradiction between the terms and conditions contained in this licence and the agreements signed between the licensee and the Central Transmission Utility or any other person, the provisions of this licence, as amended from time to time, shall apply.
3. This licence is not transferable, except in accordance with the provisions of the Act, the rules



4. (I) The licensee shall not without prior approval of the Commission—
 - (a) undertake any transaction to acquire by purchase or take over or otherwise, the utility of any other licensee; or
 - (b) merge its utility with utility of any other licensee.
 - (II) The licensee shall before obtaining the approval, give not less than one month's notice to every other licensee who transmits electricity in the area of the licensee.
 - (III) The licensee shall not at any time assign its licence, or transfer its utility, or any part thereof, by sale, lease or otherwise without the prior approval of the Commission.
 - (IV) Any agreement relating to any transaction referred to in sub-clause (I) or sub-clause (III), unless made with the approval of the Commission, shall be void.
5. The grant of this licence to the licensee shall not in any way hinder or restrict the right of the Commission to grant a licence to any other person within the same area for the transmission assets other than those described in the schedule. The licensee shall not claim any exclusivity.
6. This licence shall commence on the date of its issue and unless revoked earlier, shall continue to be in force for a period of 25 (twenty five) years.
7. The licensee may with prior intimation to the Commission, engage in any business for optimum utilisation of its assets:
Provided that a portion of the revenues derived from such business shall, as may be specified by the Commission in the regulations, be utilised for reducing its charges for transmission and wheeling;
Provided further that the licensee shall maintain separate accounts for each such business undertaking to ensure that transmission business neither subsidises in any way such business undertaking and nor does it encumber its transmission assets in any way to support any business:
Provided also that the licensee shall not enter into any contract or otherwise engage in the business of trading in electricity.
8. Except as otherwise specified by the Commission, the licensee shall pay licence fee at the



rate of Rs. 2 lakh per annum during the period of construction and up to the date of commercial operation of the transmission assets and thereafter, the licence fee shall be payable @ 0.05% per annum of the annual transmission charges applicable for that year. Licence fee for a part of the year shall be paid on *pro rata* basis. The year for the purpose of this clause means a period of twelve months commencing on 1st April and ending on 31st March following.

9. The provisions contained in the Act with regard to revocation of licence and sale of utility of the licensee shall apply to the licensee.
10. Notwithstanding anything contained in any agreement, signed between the licensee and the Central Transmission Utility, all disputes related to the statutory functions of the Commission to regulate inter-State transmission of electricity, determine tariff for inter-State transmission of electricity and interpretation of this licence, including the terms and conditions thereof, shall be adjudicated upon or referred for arbitration, by the Commission in accordance with the provisions of the Act, the Rules and the Regulations.

Place : New Delhi
Date : 30th December, 2008


(ALOK KUMAR)
Secretary



SCHEDULE

Details relating to the transmission assets:

Western Region System Strengthening Scheme - II, Package - B

Sl.No.	Transmission lines
(i)	Parli (New) - Pune 400 kV D/C transmission line;
(ii)	Pune - Aurangabad 400 kV D/C transmission line;
(iii)	Parli (New) - Solapur (Limbi Chincholi) (New) 400 kV D/C transmission line;
(iv)	Solapur (Limbi Chincholi) (New) - Kolhapur 400 kV D/C transmission line;
(v)	LILO of Lonikhand - Kalwa 400 kV D/C transmission line at Pune; and
(vi)	LILO of Solapur (MSETCL) - Karad 400 kV D/C transmission line at Solapur (Limbi Chincholi) (New).



(Handwritten Signature)

(ALOK KUMAR)
Secretary

Place : New Delhi.
Date : 30th December, 2008

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 176/MP/2015

Coram:

Shri Gireesh B. Pradhan, Chairperson

Shri A.K. Singhal, Member

Shri A.S.Bakshi, Member

Dr. M.K.Iyer, Member

Date of Hearing: 03.9.2015

Date of Order : 22.9.2015

In the matter of

Petition for assignment of Transmission Licence granted to Petitioner No. 2 and Petitioner No. 3 in favour of Petitioner No. 1 in view of the amalgamation of Petitioner No.2 and 3 with Petitioner No. 1.

And

In the matter of

Petition for approval under Section 17 (3) and (4) of the Electricity Act, 2003 for substitution of lenders by the Borrower and to take on record appointment of the SBICAP Trustee Company Limited, the Security Trustee/Petitioner No. 3, acting on behalf of and for the benefit of (i) L&T Infrastructure Finance Company Limited and (ii) IndusInd Bank Limited, in connection with the Package B of Western Region System Strengthening Scheme-II (WRSS-II) in Maharashtra and Karnataka.

And

In the matter of

1. Reliance Infrastructure Limited
H Block, 1st floor,
Dhirubhai Ambani Knowledge City,
Navi Mumbai- 400 710

2. Western Region Transmission (Maharashtra) Private Limited
H Block, 1st floor,
Dhirubhai Ambani Knowledge City,
Navi Mumbai- 400 710



3. Western Region Transmission (Maharashtra) Private Limited
H Block, 1st floor,
Dhirubhai Ambani Knowledge City,
Navi Mumbai- 400 710
4. SBICAP Trustee Co. Ltd.
202, Maker Tower „É“,
Cuffe Parade, Mumbai-400 005.

....Petitioners

Vs

1. Power Grid Corporation of India Ltd.
Saudamini, Plot 2, Sector 29,
Near IFFCO Chowk, Gurgaon, 122001, Haryana
2. MP Power Trading Company Limited
Shakti Bhawan, Rampur,
Jabalpur- 482008
3. Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidhyut Bhawan,
Race Course Road,
Vadodara- 390007
4. Maharashtra State Electricity Distribution Company Limited
Prakashgad, Bandra,
Mumbai- 400051
5. Chhattisgarh State Power Distribution Company Limited
Vidyut Seva Bhavan, P.O. Sundernagar,
Danganiya, Raipur- 492013
6. Government of Goa
Electricity Department,
3rd Floor, Vidyut Bhavan,
Panaji, Goa- 403001
7. Electricity Department
Administration of Daman and Diu,
Secretariat, Fort Area,
Moti Daman, Daman- 396220
8. Electricity Department
Administration of Dadra and Nagar Haveli,
Government of UT of Dadra and Nagar Haveli



9. MP Audyogik Kendra Vikas Nigam Limited
Free Press House
1st Floor, 3/54- Press Complex
AB Road, Indore- 452008
10. Jindal Power Limited
Plot No. 2, Tower-B Sector-32,
Gurgaon, Haryana-122001
11. Power Trading Corpn. Of Inida Limited,
NBCC Tower, 15, Bhikaji Cama Place,
New Delhi- 110066
12. Heavy Water Project,
Department of Atomic Energy,
Heavy Water Board, Vikram Sarabhai Bhawan,
Anushakti Nagar, Mumbai- 400094
13. Sugem Mega Power Project
Torrent Power Limited,
Off. National Highway No. 8,
Taluka-Kamrej, Dist-Surat-394155
14. Adani Power Limited
8-A, Sambhav Building,
Judges bungalow road,
Bodak Dev, Ahmedabad- 380015

....Respondents

Following were present:

Shri Buddy A. Ranganathan, Rlnfra
Shri Hasan Murtaza, Rlnfra
Shri Malavika Prasad, Rlnfra

ORDER

The petitioners, Reliance Infrastructure Limited (Rlnfra), Western Region Transmission (Maharashtra) Pvt. Ltd. (WRTMPL) and Western Region Transmission (Gujarat) Pvt. Ltd (WRTGPL) have jointly filed this petition under Section 17(3) of the Electricity Act, 2003 ("the Act") seeking assignment of transmission licences granted to



Western Region Transmission (Maharashtra) Private Limited and Western Region Transmission (Gujarat) Private Limited in favour of Reliance Infrastructure Ltd. (RInfra).

2. RInfra is, *inter alia*, stated to be engaged in the business of generation, transmission and distribution of electricity. WRTMPL and WRTGPL are stated to be wholly owned subsidiaries of RInfra. The Board of Directors of WRTMPL, WRTGPL and RInfra vide resolutions dated 15.7.2014 approved merger of WRTMPL and WRTGPL with RInfra.

3. WRTMPL and WRTGPL have been granted licences by the Commission for construction, operation and maintenance of inter-State transmission system under the Western Region System Strengthening Schemes by two separate orders, both dated 30.12.2008, in Petition Nos. 27/2008 and 28/2008 respectively consequent upon their selection through the process of competitive bidding.

4. The petitioners have submitted that RInfra, as part of larger restructuring of its business proposed a scheme of amalgamation of WRTMPL and WRTGPL with RInfra. Pursuant to the scheme of amalgamation, WRTMPL and WRTGPL filed Company Petitions No. 108 of 2014 and 109 of 2014 respectively before the Hon^{ble} High Court of Judicature at Bombay for sanction of the arrangement embodied in the scheme of amalgamation. Hon^{ble} High Court by its order dated 15.7.2014 approved the scheme to be effective from 1.4.2013, subject to compliance of the certain conditions.

5. The petitioners had filed Petition No. 54/MP/2014 before the Commission seeking prior approval in terms of Section 17 (1) of the Act for amalgamation/merger of



WRTMPL and WRTGPL with RInfra. The Commission vide order dated 7.1.2015 accorded approval in terms of Section 17 (1) of the Act and further directed the petitioners to file appropriate application for assignment of transmission licences granted to WRTMPL and WRTGPL in favour of RInfra after the completion of merger/amalgamation.

6. Subsequently, the petitioners approached the Commission in Petition No. 72/MP/2015 for assignment of transmission licences issued to WRTMPL and WRTGPL in favour of RInfra. The Commission vide order dated 3.6.2015 observed that WRTMPL had entered into a financing agreement with L& T Infrastructure Finance Company Ltd. and IndusInd Bank on 30.10.2014 and availed loan of ₹ 645 crore for refinancing the existing loan taken from IDFC Ltd. The Commission directed the petitioners to take approval of the Commission under Section 17 (3) and (4) of Act for substitution of the lenders and thereafter, approach the Commission for assignment of transmission licence in favour of RInfra.

7. Against the above background, the petitioners have filed the present petition with the following prayers:

“(a) assign the transmission licence granted to Petitioner No. 2 and Petitioner No. 3 in favour of Petitioner No. 1;

(b) approve creation and/or perfection of Security Interest in favour of Security Trustee, acting on behalf of and for the benefit of the lenders.

(c) approve the Security Documents, and execution thereof, for creation and/or perfection of aforesaid Security Interest in favour of Petitioner No. 4, the Security Trustee for the benefit of Lenders;

(d) Pass such other and further orders as this Hon`ble Commission may deem fit and proper under the facts and circumstances of the present case.”



8. The matter was heard on 12.3.2015 after notice to the respondents. No reply has been filed by the respondents and none appeared on behalf of the respondents.

9. During the course of hearing, learned counsel for the petitioners submitted that pursuant to the direction of the Commission dated 7.1.2015 in Petition No. 72/MP/2015, the present petition has been filed for assignment of licences granted to WRTMPL and WRTGPL into RInfra. Learned counsel further submitted that the petitioner has also filed a separate Petition No. 169/MP/2015 under Section 17 (3) and (4) of the Act for substitution of lenders. The Commission directed the petitioner to file an affidavit to the effect that no financial burden would be passed on the beneficiaries on account of the merger. In compliance with the Commission's direction, the petitioner vide its affidavit dated 3.9.2015 has submitted that no financial burden will be passed on to the beneficiaries on account of the merger of the licensees with RInfra. Relevant portions of the said affidavit dated 3.9.2015 are extracted as under:

" 3. That this Hon'ble Commission in its order dated 07.01.2015 in Petition No. 54 of 2014, on a submission from Madhya Pradesh Power Management Company was pleased to direct that no financial burden is passed on to the beneficiaries on account of the merger of WRTML and WRTGL into RInfra. The Petitioner shall be in full compliance of the directions of the Commission and states that no financial burden will be passed on the beneficiaries on account of the merger.

4. The Petitioner further states that since the transmission tariff of WRTML and WRTGL has been discovered and approved by this Hon'ble Commission in terms of Tariff Based Competitive Bidding, there will be no tariff revision on account of the merger and assignment of License of WRTML and WRTGL, and/or refinancing of loan"

10. We have heard learned senior counsel for the petitioner and pursued documents on record.



11. Section 17 (3) of the Act provides as under:

“(3) No licensee shall at any time assign his licence or transfer his utility, or any part thereof, by sale, lease, exchange or otherwise without the prior approval of the Appropriate Commission.”

Under the above provisions, the licensee cannot assign his licence or transfer his utility, or any part thereof, by sale, lease, exchange or otherwise without the approval of the Commission. Accordingly, the petitioner has approached the Commission for prior approval.

12. The Hon`ble High Court of Bombay vide its order dated 14.7.2015 in Company Scheme Petition No. 108/2014 and 109/2014 had accorded sanction for the scheme of amalgamation with effect from 1.4.2013 with the condition that in case the lenders did not provide the written consents as required under the Credit Agreement dated 29.6.2011 entered into between the petitioner companies and the ECB lenders, the merger of the petition companies into Rlnfra would not become effective. The lenders have conveyed their no objection for amalgamation of WRTMPL with Rlnfra subject to the petitioners obtaining and submitting the assignment of transmission licence granted to WRTMPL in favour of Rlnfra. Accordingly, the petitioner filed Petition No. 72/MP/2015 for assignment of transmission licences granted to WRTMPL and WRTGPL into Rlnfra. Meanwhile, WRTMPL entered into a financing agreement with L&T Infrastructure Finance Company Limited and IndusInd Bank Ltd on 30.10.2014 for refinancing existing loan taken from IDFC Ltd. and WRTMPL on 30.10.2014 has taken disbursement of loan of ₹ 645 crore to repay the outstanding loan to IDFC Ltd. However, WRTMPL did not obtain the approval of the Commission to create security in favour of L & T Infrastructure Finance Company Limited and IndusInd Bank Ltd. Accordingly, the



Commission vide order dated 3.6.2015 in Petition No. 72/MP/2015 directed the petitioner before assignment of transmission licenses, to first take approval for substitution of the lenders of WRTMPL. The petitioner has filed a separate petition for approval under Section 17 (3) and (4) of Act for substitution of lenders. The petitioner vide order dated 21.9.2015 has been accorded post facto approval for substitution of L & T Infrastructure Finance Company Limited and IndusInd Bank Ltd. as lenders.

13. The petitioner has sought assignment of licences in favour of RInfra consequent to the merger of WRTMPL and WRTGPL with RInfra. The purpose of assignment has been stated to achieve synergy of operations and integrate business functions as a consequence of consolidation of the power transmission business and efficiency of operations and management of the power transmission business and better regulatory compliance of power transmission business. Under sub-section (3) of Section 17 of the Electricity Act, 2003, a licensee is required to obtain "prior" approval of the Commission for assigning the licence or transfer of its utility. In terms of sub-section (3) of Section 17 of the Act, we approve the assignment of the transmission licences of WRTMPL and WRTGPL in favour of RInfra. Consequent to the assignment of licences, all rights, assets, liabilities and obligations of these licensees in respect of the transmission business shall vest in RInfra. RInfra shall also remain bound by the terms and conditions of licences granted to WRTMPL and WRTGPL. The petitioners are also directed to comply with the directions of the Commission dated 7.1.2015 in Petition No. 54/MP/2015 and submit a compliance report as directed.



14. The petitioners shall submit the original licences to the Secretariat of the Commission for appropriate endorsements thereon.

15. The petition is disposed of in terms of the above.

Sd/-
(Dr. M.K.Iyer)
Member

sd/-
(A.S.Bakshi)
Member

sd/-
(A.K.Singhal)
Member

sd/-
(Gireesh B.Pradhan)
Chairperson



**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 31/MP/2017

Coram:

Shri Gireesh B. Pradhan, Chairperson

Shri A.K. Singhal, Member

Shri A.S.Bakshi, Member

Dr. M.K. Iyer, Member

Date of Order : 7th of August, 2017

In the matter of

Petition under Section 17(3) of the electricity Act, 2003 for permission to transfer the Utility and assignment of licence comprising the transmission business/assets of the petitioner No.1/Reliance Infrastructure Limited formerly under Licence No. 6/Transmission/CERC in the name of Western Region Transmission (Maharashtra) Private Limited and Licence No.7/Transmission/CERC in the name of Western Region Transmission (Gujarat) Private Limited in favour of petitioner No.2 Western Transco Power Limited and Petitioner No.3 Western Transmission (Gujarat) Limited respectively.

And

In the matter of

1. Reliance Infrastructure Limited
H-Block, First Floor
Dhirubhai Ambani Knowledge City
Navi Mumbai 400710
2. Western Transco Power Limited
502, Plot no.91/94
Prabhat Colony, Santacruz (East),
Mumbai – 400 055
3. Western Transmission (Gujarat) Limited
502, Plot no.91/94
Prabhat Colony, Santacruz (East),
Mumbai – 400 055



.....**Petitioners**

Vs

1. Power Grid Corporation of India
"Saudamini"
Plot No.2, Sector 29,
Gurgaon 122001
2. MP Power Trading Company Ltd. (MP Tradeco)
Shakti Bhawan, Rampur,
Jabalpur 482008
3. Gujarat Urja Vikas Nigam Ltd. (GUVNL)
Race Course Road,
Vadodara 390007
4. Maharashtra State Electricity Distribution
Company Ltd (MSEDCL),
Prakashgad, Bandra (East)
Mumbai 400051
5. Chhattisgarh State Power Distribution
Company Ltd (CSPDCL)
Vidyut Seva Bhavan, P.O. Sunder Nagar,
Danganiya, Raipur 492013
6. Government of Goa, Electricity Department,
Third Floor, Vidyut Bhavan
Panaji, Goa 403001
7. Electricity Department,
Administration of Daman & Diu
Secretariat, Fort Area
Moti Daman,
Daman 396220
8. Administration of Dadra and Nagar Haveli
Electricity Department,
Govt. of UT of Dadra and Nagar Haveli
Silvassa-396230
9. MP Audyogik Kendra Vikas Nigam Ltd (MPAKVNL)
Free Press House,
1st Floor, 3/54 Press Complex
A.B.Road, Indore 452008
10. Jindal Power Limited,



Second Floor, DCM Building,
Plot No.94, Sector 32, Near Exit-9
Gurgaon 122001

11. Power Trading Corporation of India Ltd
NBCC Tower, 15, Bhikaji Cama Place
New Delhi 110 066

12. Heavy Water Project,
Department of Atomic Energy,
Heavy Water Board, Vikaram Sarabhai Bhawan
Anushakti Nagar, Mumbai 400094

13. Sugden Mega Power Project
Torrent Power Limited,
Off. National Highway No.8
Taluka Kamrej,
Dist. Surat 394155

14. Adani Power Limited
8-A Sambhav Bldg
Judges Bungalow Road, Bodak Dev
Ahmadabad 380015

15. Adani Transmission Ltd,
Adani House, Near Mithakhali Six Roads,
Navrangpura, Ahmadabad- 380009

16. L&T Infrastructure Finance Company Limited
3rd Floor, Brindavan Plot No. 177,
CST Road, Kunchi Kurve Nagar
Kalina, Santacruz (East)
Mumbai 400 098

17. IndusInd Bank Limited
Peninsula Corporate Part,
Tower A, 4th Floor, Ganpatrao Kadam Marg
Lower Parel, Mumbai 400 013

18. India Infrastructure Finance Company Limited
8th Floor, Hindustan Times House
18 & 20, Kasturba Gandhi Marg
New Delhi 110 001

19. Credit Agricole Corporate & Investment Bank
168 Robinson Road



#23-00, Capital Tower, Singapore 068912

20. Mizuho Bank Limited
Global Project Finance Division
Asia Development, 12 Manna View, # 08-01,
Asia Square 2, Singapore 018961

.....Respondents

Following were present:

1. Shri Sanjay Sen, Senior Advocate, RInfra
2. Shri Buddy Ranganadhan, Advocate, RInfra
3. Shri Saswat Patnaik, Advocate, RInfra
4. Shri Naveen Nagpal, RInfra
5. Shri Rupin Rawat, RInfra
6. Shri Alok Roy, RInfra
7. Shri Harsha Manal, Advocate, PGCIL
8. Ms. Jyoti Prasad, PGCIL
9. Shri R.P. Padhi, PGCIL
10. Shri S.M. Singh, PGCIL
11. Shri Sitiesh Mukherjee, Advocate, CA-CIB & MBL
12. Shri Gautam Chawla, Advocate, CA-CIB & MBL
13. Shri Deep Rao, Advocate, CA-CIB & MBL

ORDER

The Petitioners, Reliance Infrastructure Limited (**RInfra**), Western Transco Power Limited (**WTPL**) and Western Transmission (Gujarat) Limited (**WTGL**) have jointly filed the present petition under sub-section (3) of Section 17 of the Electricity Act, 2003 seeking permission to transfer of the utility and assignment of licence comprising the transmission business/assets of RInfra along with security interest in such utilities in favour of WTPL and WTGL. The Petitioners have made the following prayers:

“(1) Permit the transfer of the utility indicated in Appendix A and B in favour of Petitioner No 2 / Western Transco Power Limited and Petitioner No 3 /Western Transmission (Gujarat) Limited respectively; and

(2) Assign the transmission licenses No (i) 6/Transmission/CERC dated December 30, 2008 granted by the CERC for WRTM; and (ii) 7/Transmission/CERC dated December 30, 2008 granted by the CERC for WRTG in favour of Petitioner No 2 /



Western Transco Power Limited and Petitioner No 3 / Western Transmission (Gujarat) Limited respectively; and

(3) Permit the transfer of the security interest in such utilities to be transferred along with the utility; and

(4) Permit Petitioner No 2 /Western Transco Power Limited and Petitioner No 3 / Western Transmission (Gujarat) Limited to enter into a connection agreement(s) with PGCIL/other utilities as applicable as required under the Indian Electricity Grid Code Regulations, 2010 for WRTM and WRTG projects respectively; and

(5) Approve transfer of the approval(s) granted under Section 68 of the Electricity Act, 2003 in relation to WRTM and WRTG projects, in favour of Western Transco Power Limited and Western Transmission (Gujarat) Limited respectively; and

(6) Permit the signing of Transmission Service Agreement & Revenue Sharing Agreement by Petitioner No 2 /Western Transco Power Limited and Petitioner No 3/Western Transmission (Gujarat) Limited post transfer of license(s) to Petitioner No 2/Western Transco Power Limited and Petitioner No 3 /Western Transmission (Gujarat) Limited; and

(7) Permit assignment/novation of erstwhile Western Region Transmission Maharashtra Pvt. Ltd and Western Region Transmission Gujarat Pvt Ltd /Petitioner No 1 rights and obligations in favour of Petitioner No 2/ Western Transco Power Limited and Petitioner No 3/Western Transmission (Gujarat) Limited under respective Power Transmission Agreement(s); and

(8) Permit transfer of all consents, permits, permissions, exemptions, registrations relating to WRTM and WRTG undertakings and vested in the Petitioner No 1 to Petitioner No. 2 and Petitioner No. 3 respectively so as to facilitate continuation of operations without any hindrance.

(9) Permit entry into all contracts, deeds, bonds, agreements and other instruments to substitute WTPL and WTGL in place of the erstwhile WRTM and WRTG SPVs / Petitioner No 1 in relation to various project documents. The existing project documents shall remain in full force and effect in favour of WTPL and WTGL and shall be enforceable by and against WTPL and WTGL as if WTPL and WTGL had at all material times been a party thereto.

(10) Permit the transfer of share holding in Petitioner No 2 / Western Transco Power Limited and Petitioner No 3 / Western Transmission (Gujarat) Limited to Respondent No 15 /Adani Transmission Limited; and

(11) Pass such order or orders as may be deemed just, fit and necessary in the facts and circumstances of the case.”

2. Brief facts of the case leading to filing of the present petition are discussed as under:



(a) PGCIL notified the Request for Selection in November, 2005 for selection of Independent Private Transmission Company for establishment of Western Region System Strengthening Scheme (WRSSS) Project B and WRSSS Project C on Build Own Operate Transfer (BOOT) basis through international competitive bidding. Reliance Infrastructure Limited (RInfra) through its wholly owned subsidiary Reliance Energy Transmission Limited (RETL) submitted the bid. Being the lowest bidder, PGCIL declared RETL as the successful bidder in November, 2007. Western Region Transmission (Maharashtra) Private Limited (WRTMPL) was incorporated as a 100% subsidiary of RInfra to establish Project B in the State of Maharashtra. Similarly, Western Regional Transmission (Gujarat) Private Limited (WRTGPL) was incorporated as 100% subsidiary of RInfra to establish Project C in the State of Gujarat and Madhya Pradesh. The Commission vide its orders dated 30.12.2008 granted licences to WRTMPL and WRTGPL to execute the WRSSS Project B and WRSSS Project C respectively.

(b) A consortium of financial institutions and banks led by SBI agreed to lend ₹329.70 crore to WRTGPL for part financing the WRSSS C and ₹638.40 crore to WRTMPL for WRSSS B with SBI CAP Trustee Co. Ltd as security trustee. The Commission vide orders dated 11.2.2010 in Petition Nos. 207/2009 and 208/2009 granted approval to WRTMPL and WRTGPL under Section 17 (3) of the Act to create security in favour of SBI CAP Trustee Co. Ltd. for the benefits of WRTMPL and WRTGPL lenders respectively.



(c) WRTGPL approached Credit Agricole Corporate and Investment Bank and Mizuho Corporate Bank, Singapore for part financing of the cost of the WRSSS Project C through External Commercial Borrowings in place of the rupee loans of USD 30 million each (i.e. USD 60 million) which was subsequently revised to USD 50 million. WRTGPL in Petition No. 173/MP/2011 approached this Commission seeking approval for creation of security in favour of IDBI Trusteeship Company Limited acting on behalf of Credit Agricole Corporate and Investment Bank and Mizuho Corporate Bank which was accorded by the Commission vide order dated 5.1.2012.

(d) WRTMPL approached IDFC Ltd. for part financing of the cost of the project in place of the existing rupee loan by the SBI led consortium and IDFC Ltd. agreed to give a loan of ₹601 crore. The Commission vide its order dated 22.3.2013 in Petition No. 7/MP/2013 granted approval to WRTMPL to create security in favour of SBI CAP Trustee Ltd. acting on behalf of IDFC Ltd. After getting the no dues certificate from IDFC Limited, WRTMPL approached L&T Infrastructure Finance Company Limited and IndusInd Bank Limited for part financing of WRSSS Project B and the said lenders agreed to provide loan of Rs.645 crore. WRTMPL approached this Commission for approval under section 17(3) of the Act for creation of security in favour of SBI CAP Trusteeship Company Limited on behalf of L&T Infrastructure Finance Company Limited and IndusInd Bank Limited which was accorded vide order dated 21.9.2015 in Petition No. 169/MP/2015.

(e) WRSSS B Project achieved its COD on 1.1.2014 and WRSSS C project achieved its COD on 29.12.2015. RInfra approached the Commission for approval for restructuring of its business by merging WRTGPL and WRTMPL with RInfra on the basis of approval of merger by Bombay High Court vide order dated 15.7.2014. The Commission vide order dated 7.1.2015 in Petition No.54/MP/2014 accorded the approval for merger of WRTGPL and WRTMPL with RInfra subject to the condition that RInfra shall maintain the accounts of transmission businesses separately. Subsequently, the Commission approved the assignment of licences granted to WRTGPL and WRTMPL in favour of RInfra vide order dated 22.9.2015 in Petition No.176/MP/2015.

(f) RInfra has decided to focus on the Defence and EPC sector and as part of its strategy to divest its transmission business, RInfra has proposed to sell its transmission assets under WRSSS B and WRSSS C projects to Adani Transmission Limited (ATL). RInfra has entered into Term Sheet Agreement dated 5.10.2016 and Share Purchase Agreement dated 6.12.2016 with ATL for sale of 100% economic interest in WRSSS B and WRSSS C projects. As part of divestment process, RInfra has incorporated two fully owned subsidiaries in the form of Special Purpose Vehicles (SPVs) on 6.12.2016 namely, Western Transco Power Limited (WTPL) and Western Transmission (Gujarat) Limited (WTGL) for the purpose of holding the assets of WRSSS B and WRSSS C projects through execution of Business Transfer Agreement (BTA) between



RInfra and the SPVs. After transfer of the assets of WRSSS B and WRSSS C to WTPL and WTGL, RInfra will transfer its 100% equity shareholding in WTPL and WTCL to ATL.

(h) RInfra has approached the Commission for approval under Section 17(3) of the Act for transfer of the assets of WRSSS B and WRSSS C to WTPL and WTGL alongwith assignment of the transmission licences in favour of these SPVs and thereafter for transfer of its entire equity shareholding in these two SPVs to ATL.

3. RInfra has submitted that after conducting strategic review of its business verticals and noting the high growth opportunities in the defence and EPC sectors arising from various initiatives of Government of India, RInfra has decided to focus on the defence and EPC sector as the primary driver of future growth and accordingly has decided to divest certain existing businesses like road development and transmission businesses. As part of the strategy, RInfra has proposed to sell its undertakings formerly under WRTMPL and WRTGPL i.e. the assets of WRSSS B and WRSSS C to ATL. RInfra has submitted that ATL presently owns 5,450 circuit kilometers of transmission lines ranging from 400 kV to 765 kV, with a total transformation capacity of 12,000 MVA., RInfra has further submitted that ATL is now constructing additional 1900 ckms in Rajasthan, Chhattisgarh, Madya Pradesh, Maharashtra, Jharkhand and Bihar which were awarded through the Tariff Based Competitive Bidding (TBCB) process. RInfra has submitted that the transfer of the proposed utility ultimately in favour of ATL through sale of stake in WTPL and WTGL shall not prejudice any interest or benefits of the beneficiaries of both erstwhile WRTMPL and WRTGPL or in any way weaken the



obligations of the licensee under the respective licence and project documents. RInfra has submitted that ATL, through acquisition of WTPL and WTGL, shall undertake to comply with all obligations under the (i) Implementation Agreements dated 23.11.2007 entered into between WRTMPL and PGCIL and between WRTGPL and PGCIL; and (ii) Transmission Service Agreements dated 1.8.2011 entered into between WRTMPL and PGCIL and between WRTGPL and PGCIL.

4. RInfra has submitted that vide its letter dated 7.12.2016, RInfra has informed the BSE Ltd. and National Stock Exchange (NSE) in respect of proposed divestment of WRTGPL and WRTMPL transmission businesses to ATL. RInfra has submitted that it has sought the consent of the lenders of erstwhile WRTMPL and WRTGPL to allow transfer of WRTMPL and WRTGPL undertakings from RInfra to WTPL and WTGL alongwith the designated outstanding borrowings. It has been submitted that RInfra shall transfer the WRTMPL and WRTGPL undertakings from RInfra to WTPL and WTGL only after obtaining the written consent of the lenders. RInfra has submitted that since the erstwhile WRTMPL and WRTGPL would continue to be owned and operated by ATL which has been successfully operating the transmission business, the beneficiaries of the business are likely to receive the same quality of service.

5. The Commission directed RInfra to make the lenders of WRTMPL and WRTGPL as parties to the petition. RInfra has complied with the said direction by making L&T Infrastructure Finance Company Limited, IndusInd Bank Limited, India Infrastructure Finance Company Limited, Credit Agricole Corporate & Investment Bank and Mizuho Bank Limited as parties. In response to the petition, M.P. Power Management Company



Ltd. (MPPMCL), Gujarat Urja Vikas Nigam Ltd. (GUVNL), Power Grid Corporation of India Ltd (PGCIL) and two lenders of WRTGPL namely, Credit Agricole Corporate & Investment Bank and Mizuho Bank Limited, have filed their replies.

6. MPPMCL in its reply dated 5.5.2017 has submitted that the terms and conditions of the transfer shall not be detrimental to the interests of the beneficiaries. MPPMCL has further submitted that with regard to RInfra's request for approval for transfer of the projects and permission to transfer all consents, permits, permissions, exemptions, registrations relating to WRTMPL and WRTGPL to WTPL and WTGL, it has no issue with such transfer but the Commission may direct RInfra to ensure that no financial burden shall pass on to the beneficiaries on account of transfer of utilities. MPPMCL has further requested the Commission to ensure that there shall be no upward tariff revision on account of transfer of equity shareholding of RInfra in WTPL and WTGL to ATL and in case, the proposed transfer process results in any additional financial burden, it shall not be passed on to MPPMCL.

7. GUVNL in its reply dated 18.5.2017, has submitted that while granting the approval for transfer of transmission utility and assignment of licence under Section 17 of the Act, the Commission is required to consider the cause and justification for such transfer, the terms and conditions on which such transfer has to be permitted, the interest of the beneficiaries and protection of public interest. GUVNL has submitted that the Petitioners are required to submit the details relating to the arrangement proposed for the Commission to take an informed view before granting any permission for the transfer of the utility or for assignment of the licence. GUVNL has further submitted that the transfer of utility or assignment of licence can at no time lead to any increase in tariff



payable/additional financial obligation for the use of transmission system to the beneficiaries at any time.

8. PGCIL in its reply dated 6.6.2017 has submitted that based on the International Competitive Bidding process carried out by PGCIL for selection of Independent Private Transmission Company (IPTC), RETL was notified as the prospective IPTC and thereafter, RETL incorporated WRTMPL and WRTGPL as its wholly owned subsidiaries for execution of Projects B and C of WRSSS-II on Build, Own and Operate (BOO) basis for the purpose making available the entire transmission capacity to the beneficiaries. Implementation Agreements were signed by PGCIL on 23.11.2007 with WRTMPL for implementation of WRSSS-II Project B and with WRTGPL for implementation of WRSSS-II Project C. In terms of the IAs, PGCIL was to provide assistance to IPTCs for obtaining necessary Consents and Way leaves for establishment of the Projects and to suitably connect the Project to the Inter-State Transmission Systems. PGCIL has submitted that it had no liability towards payment of transmission service charges to IPTC. PGCIL has submitted that in terms of clause 4.7 of the IA, the IPTCs were required to furnish the development security of Rs.629 million to PGCIL valid upto three months beyond Required Commercial Operation Date in order to secure performance of IPTC under the IAs. A Parent/Affiliate Company Guarantee of Rs.629 million was also required to be furnished by the Parent or Affiliate Company of IPTC to be valid till the 1st anniversary of Commercial Operation Date to secure performance and obligations of IPTC. Accordingly, WRTMPL furnished Development Security in the form of Bank guarantee amounting to Rs.62.9 crore and a Parent/Affiliate Bank Guarantee amounting to Rs.62.9 crore. The validity dates of BGs were upto 31.12.2014 and same were returned back to WRTMPL by PGCIL on their expiry. In respect of WRSSS-II Project C,



WRTGPL furnished a Bank Guarantee of Rs. 31.7 crore towards Development Security and Rs.31.7 crore towards Parent/Affiliate Company Guarantee which were valid till 31.3.2016 and the same were returned by PGCIL on their expiry. PGCIL has submitted that if the proposed scheme is approved by the Commission, then as per the Commission's Regulations, (i) all the fresh agreements including Transmission Service Agreements, and (ii) Revenue Sharing Agreements, etc. are required to be signed by the new entities which would replace erstwhile WRTMPL and WRTGPL. PGCIL has submitted that it should not suffer at any cost, in pursuance to approval of the arrangement as sought by the Petitioners and all such agreements with PGCIL of the erstwhile /proposed companies should stand valid in the eyes of law and such arrangement should not expose PGCIL to any harassment with respect to the work to be done in accordance with agreements and applicable law. PGCIL has requested the Commission to direct the Petitioners including new companies to follow all the rules and regulations, and sign all relevant agreements with CTU on taking over by new company and declare that PGCIL should not suffer at any cost, in pursuance to approval, if accorded, of the arrangement as sought by the Petitioners.

9. Amongst the lenders, Credit Agricole Corporate & Investment Bank (CA-CIB) and Mizuho Bank Limited (MB), two foreign lenders of WRTGPL in their separate replies dated 12.6.2017 have submitted that they were the lenders to erstwhile WRTGPL pursuant to the Credit Agreements dated 29.6.2011 with CA-CIB and MB. Subsequent to the merger of WRTGPL with RInfra, CA-CIB and MB have become lenders to RInfra and have executed Amended and Restated Credit Agreement (ARCA-1) with RInfra effective from 29.9.2015. CA-CIB and MB have submitted that after obtaining internal credit approval and after negotiation and finalization of loan documentation, they have



executed among others, amended ARCA- 1 on 12.6.2017 (amended agreement referred as "ARCA-2"). CA-CIB and MB have submitted that in terms of ARCA-2 and other relevant documents, CA-CIB and MB have no objection to the transfer of the WRSSS-II Project C from RInfra to WTGL on the basis that RInfra and WTGL would continue to be in compliance with the terms of the finance documents and ARCA-2 would be effective after RInfra and WTGL have obtained all approvals for the said transfer. For the second part of the transaction i.e. sale of equity shareholding of RInfra in WTGL to ATL, CA-CIB and MB expect their credit facilities to be transferred to another lender on or prior to the transfer of shares of WTGL to ATL.

10. RInfra in a common rejoinder to the above responses of the Respondents has submitted as under:

(a) The Petitioners are not seeking any change in TSA and other agreements between the Transmission Companies and beneficiaries which shall remain the same. After the approval of the Commission, the new entities shall sign fresh agreements with the beneficiaries and the terms of the agreements shall remain the same.

(b) As regards contention of GUVNL for submission of additional material to consider whether the transfer is in public interest or not, it has been submitted that the justification for transfer is contained in the petition itself and GUVNL has not denied any contents of the petition including justification for the transfer. RInfra has assured that no additional financial burden by way of revision in tariff



would be imposed on the beneficiaries by the reason of the transfer of assets to ATL.

(c) As regards GUVNL's submission that the Commission may take an informed decision before granting permission for transfer of the utility or assignment of the licence since the project was awarded to the WRTGPL based on qualification and criteria fulfilled by the bidder, RInfra has submitted that ATL is already in the business of transmission and is operating inter-State and intra-State transmission lines of 400 kV, 765 kV, etc. and is also constructing various transmission systems under TBCB route.

(d) In response to the submission of CA-CIB and MB that upon the sale of equity shareholdings of RInfra in WTGL to ATL, their credit facility to WTGL would be replaced by another lender, RInfra has submitted that ATL has availed suitable arrangements from Standard Chartered Bank (SCB) in such a way that upon transfer of shares of WTGL from RInfra to ATL, the facility from CA-CIB and MB would be replaced by a facility from SCB. RInfra has placed on record a letter dated 17.5.2017 from SCB committing to lend upto USD 27.7 million to ATL on the date of acquisition of WTGL by ATL.

11. During the hearing on 15.6.2017, learned senior counsel for the Petitioners submitted that NoC for transfer of utility from RInfra to SPVs has been received from the lead consortium of the WRTMPL i.e. L&T Infrastructure Finance and NoCs from the other two lenders namely, IndusInd Bank and IIFCL were in the process. Learned senior counsel for the Petitioners further submitted that the commitment letter of SCB dated



17.5.2017 has been forwarded to CA-CIB and MBL. Learned counsel for CA-CIB and MB submitted that the lenders have given their consents for the transfer of utility from RInfra to WTGL upon their credit facility being transferred to another lender on or prior to the transfer of shares of WTGL to ATL. Learned counsel for CA-CIB and MB confirmed that a commitment letter dated 17.5.2017 of Standard Chartered Bank for replacing the credit facility of CA-CIB and MBL by a facility of SCB upon the transfer of shares from WTGL to RInfra has been received from the Petitioners.

12. The Commission, vide Record of Proceedings for hearing dated 15.6.2017, directed the Petitioner to submit the following information and clarifications:

- (i) Valuation of the assets to be transferred under the proposed transfer scheme; and
- (ii) A detailed write up giving the chronological order of events regarding assignment of licence for drawal of loan, transfer of WRTM and WRTG to RInfra, transfer of RInfra to WTPL and WTGL and proposed transfer of shares from WTPL and WTGL to ATL alongwith independent Balance Sheet before the merger of WRTM and WRTG with RInfra, Separate Balance Sheet for these assets in RInfra. The write up must also include the basis of valuation of assets at first level, second level, third level and finally at the level of transfer to the prospective buyer. Copies of arrangement of transfer at each stage may also be furnished. The Balance Sheet of the respective companies must be certified by the Statutory Auditors.



13. As regard the valuation of assets, RInfra vide affidavit dated 23.6.2017 has submitted that the demerger of WRSS undertakings from RInfra to WTPL and WTGL would be carried out at book value of the assets. The total value of the assets of WRSSS-II B and WRSSS-II C projects as on 31.3.2017 was Rs.947 crore and Rs. 623 crore respectively. The debt outstanding in WRSSS B (WRTM) and WRSSS C as on 31.3.2017 was Rs. 517 crore and Rs. 180 crore respectively. In support, RInfra has placed on record the audited financial statements as certified by the statutory auditors. The transfer of WRSSS-II B and WRSSS-II C undertakings from RInfra to WTPL and WTGL respectively shall be carried out in accordance with Business Transfer Agreement (BTA). RInfra has submitted that the sale of 100% shareholding of WTPL and WTGL by RInfra to ATL is being done at a valuation determined based on Discounted Cash Flow (DCF) valuation method. RInfra has submitted that the enterprise value for both projects combined works out to be approximately Rs. 1000 crore as on 1.1.2017 which has been disclosed by the Petitioners to stock exchanges namely, BSE Ltd. and National Stock Exchange on 7.12.2016. RInfra has placed on record the Binding Term Sheet and Share Purchase Agreement signed between RInfra and APL in a sealed envelope separately claiming confidentiality for commercial information.

14. With regard to details in chronological order of events, RInfra has submitted the same from November, 2005 (i.e. date of notification of RFP by PGCIL) till 26.12.2016 (incorporation of SPV, namely WTPL and WTGL). RInfra has also submitted the chronological steps towards completing the proposed transaction as under:



- (a) Approval of CERC and lenders for transfer of WRSSS-II B and C undertakings from RInfra to WTPL and WTGL, and transfer of shareholdings in WTPL and WTGL from RInfra to ATL.
- (b) Execution of Business Transfer Agreement (BTA) between RInfra and WTGL/WTPL. Draft BTA has been placed on record.
- (c) Transfer of WRSSS-II B and C undertakings from RInfra to WTPL and WTGL respectively after completion of conditions precedent specified under BTA and any conditions precedent specified by lenders under the financial documents/approvals for such transfer of undertakings.
- (d) Completion of Conditions Precedent under Share Purchase Agreement [including execution of Transmission Service Agreement (TSA), Revenue Sharing Agreement (RSA)] and any conditions precedent specified by lenders under the financing documents/approvals for transfer of shareholding.
- (e) Simultaneous transfer of,-
- (i) Shares of WTPL and WTGL from RInfra to ATL on receipt of equity consideration by RInfra from ATL.
 - (ii) Outstanding loans in WTGL from CA-CIB and MB to Standard Chartered Bank.

Analysis and Decision:

15. The present petition has been filed under Section 17 (3) of the Act for seeking approval of the Commission to transfer the WRSSS-II B and C undertakings from RInfra



alongwith security interests to WTPL and WTGL, two SPVs incorporated as fully owned subsidiaries of RInfra and assignment of licence of erstwhile WRTMPL and WRTGPL (now assigned to RInfra) in favour of WTPL and WTGL. Approval has also been sought under Section 17(3) of the Act for permission to transfer 100% shareholdings in WTPL and WTGL to Adani Transmission Limited (ATL) in terms of the Term Sheet Agreement and Share Purchase Agreement between RInfra and ATL. Permission has been further sought for certain incidental activities to be carried out pursuant to the above proposed transfers.

16. Section 17 of the Act provides as under:

“17. Licensee not to do certain things: (1) No licensee shall, without prior approval of the Appropriate Commission,

(a) undertake any transaction to acquire by purchase or takeover or otherwise, the utility of any other licensee; or

(b) merge his utility with the utility of any other licensee:

Provided that nothing contained in this sub-section shall apply if the utility of the licensee is situate in a State other than the State in which the utility referred to in clause (a) or clause (b) is situate.

(2) Every licensee shall, before obtaining the approval under sub-section (1), give not less than one month's notice to every other licensee who transmits or distributes, electricity in the area of such licensee who applies for such approval.

(3) No licensee shall at any time assign his licence or transfer his utility, or any part thereof, by sale, lease, exchange or otherwise without the prior approval of the Appropriate Commission.

(4) Any agreement, relating to any transaction specified in sub-section (1) or sub-section (3), unless made with the prior approval of the Appropriate Commission, shall be void.”

As per clause (1) of Section 17 of the Act, a licensee cannot acquire the utility of any other licensee nor merge its utility with the utility of any other licensee without the prior approval of the Appropriate Commission. Sub-section (3) of Section 17 of the Act



provides that no licensee shall transfer its utility by sale, lease, exchange or otherwise and assign its licence without the prior approval of the Appropriate Commission. Sub-section (4) of Section 17 further states that any agreement relating to any transaction in terms of sub-section (1), i.e. for acquisition and merger of the utility and in terms of sub-section (2) i.e. transfer of utility or assignment of licence, without obtaining the prior approval of the Appropriate Commission shall be void. In the present case, RETL was selected as the IPTC through international Competitive Bidding to execute the WRSSS-II Projects B and C for which RETL incorporated two fully owned subsidiaries namely, WRTMPL and WRTGPL respectively. WRTMPL and WRTGPL were granted transmission licences by this Commission vide order dated 30.12.2008. Therefore, this Commission is the Appropriate Commission to accord approval in terms of Section 17 of the Act.

17. WRTMPL and WRTGPL entered into Implementation Agreements with PGCIL and Transmission Service Agreements with the respective beneficiaries of WRSSS-II Project B and Project C. As per the Implementation Agreements, PGCIL was required to provide assistance for obtaining necessary consents, provide connectivity to the inter-State transmission system and exercise supervision and control during construction phase. WRTMPL and WRTGPL were required to provide “development security” and “Parent/Affiliate Company Guarantee” which were to be released after COD of the projects and 1st anniversary of the COD of the projects respectively. WRSSS-II Project B achieved COD on 1.1.2014 and WRSSS-II Project C achieved COD on 29.12.2015 and PGCIL is stated to have returned the bank guarantee in both cases to WRTMPL and WRTGPL. As per the Transmission Service Agreements, WRTMPL and WRTGPL



are required to make available entire capacity in both projects to the beneficiaries and receive transmission charges.

18. Both WRTMPL and WRTGPL raised loans from the financial institutions for part financing of the projects. They have also resorted to refinancing of the loans. On all occasions, both WRTMPL and WRTGPL had sought and were granted approval by this Commission under Section 17(3) of the Act. WRTMPL has last financed the loan of Rs.601 crore from IDFC Limited by creating security in favour of SBICAP Trustee Limited. WRTGPL has last financed the loan CA-CIB and MB and created security in favour of IDBI Trusteeship Limited as Security Trustee.

19. As per the Scheme of Amalgamation approved by the High Court of Judicature at Bombay, WRTMPL and WRTGPL were merged with RInfra on 29.9.2015 after obtaining approval from this Commission. Pursuant to the merger, IDFC Limited became a lender of RInfra in respect of WRSSS-II Project B and CA-CIB and MB became the lenders of RInfra in respect of WRSSS-II Project C and necessary agreements were executed between RInfra and the lenders. As per the affidavit dated 23.6.2017 filed by RInfra, merger of WRTMPL and WRTGPL with RInfra with effect from 1.4.2014 was on the basis of the valuation at book value of the assets which were Rs. 1,127 crore and Rs.618 crore as on 31.3.2014 for WRSSS B and WRSSS C respectively. The external debts outstanding in WRSSS B and WRSSS C projects as on 31.3.2014 were Rs.589 crore and 259 crore respectively.

20. The proposal in the present petition is in two parts: (a) demerger of WRSSS B & C from RInfra to WTPL and WTGL at the book value of the assets and (b) transfer of



WTPL and WTGL to ATL in terms of the Term Sheet Agreements and Share Purchase Agreements between RInfra and ATL. RInfra has submitted that as on 31.3.2017, the total value of assets of WRSSS B and WRSSS C were Rs.947 crore and Rs.623 crore respectively and debt outstanding as on 31.3.2017 are Rs.517 crore and Rs.180 crore respectively. RInfra has submitted audited financial statements in support of the value of assets and debt outstanding as on 31.3.2017. According to RInfra, transfer of WRSSS B and WRSSS C undertakings to WTPL and WTGL respectively shall be carried out in accordance with the terms of the Business Transfer Agreement between RInfra and WTPL and RInfra and WTGL. WTPL and WTGL have been incorporated as public companies and are wholly owned and controlled subsidiaries of RInfra. RInfra has placed on record the Memorandums of Association and Articles of Association of WTPL and WTGL which show that the main object of the companies are to “carry on the business of establishing, commissioning, setting up, operating and maintaining electric power transmission systems/network,.....and to acquire in any manner power transmission system/networks.....”.RInfra has also placed on record the draft Business Transfer Agreements in respect of WTPL and WTGL. As per the BTAs, RInfra as the Transferor intends to sell, assign, transfer, convey and deliver all rights, title, ownership, possession and economic interest in the WRSSS Project B and Project C to WTPL and WTGL respectively which are the Transferee Companies on Slump Sale basis. BTA defines “Slump Sale as “transfer of the Undertaking from the Transferor to the Transferee, as a going concern such that the consideration is a single undivided lump sum consideration for the Undertaking and no independent value is assigned to each or any of the components of the Undertaking.” We have also considered the submissions



of PGCIL, the beneficiaries such as MPPMCL and GUVNL, the lenders of WRSSS-II Project C, namely CA-CIB and MB. None of these parties have any objection to the transfer of WRSSS-II Project B and Project C to WTPL and WTGL which are the wholly owned subsidiaries of RInfra. MPPMCL and GUVNL have expressed the view that the proposed transfer of utilities and assignment of licences in favour of WTPL and WTGL should not result in additional financial obligations to the beneficiaries. PGCIL has submitted that it should not suffer any cost in pursuance of the approval of the arrangement sought by RInfra and should not be exposed to any harassment with reference to any work to be done in accordance with the agreements. CA-CIB and MB have stated that they have entered into ARCA 2 on 12.6.2017 with RInfra and WTGL and they have no objection to the transfer of utility from RInfra to WTGL on the basis that RInfra and WTGL will continue to be compliant with the terms of the finance documents. RInfra in its rejoinder has submitted that RInfra is not seeking any change in the TSA and the other terms of the TSA and other Agreements between the beneficiaries and transmission companies (WRTMPL and WRTGPL/RInfra). RInfra has further submitted after approval of the Commission, the new entities, namely WTPL and WTGL pursuant to the transfer shall sign fresh agreements with the beneficiaries and terms of the Agreements shall remain the same.

21. After taking note of the submission of the parties and on perusal of the documents on record, we approve the transfer of the WRSSS Project B and Project C from RInfra to WTPL and WTGL respectively under Section 17(3) of the Act subject to the following conditions:



- (a) There shall be no change in the terms and conditions of the agreements between erstwhile WRTMPL and WRTGPL (subsequently RInfra) and the beneficiaries and PGCIL pursuant to the transfer of WRSSS Project B and Project C to WTPL and WTGL respectively;
- (b) No extra liability or obligations shall accrue to PGCIL on account of the Implementation Agreement between erstwhile WRTMPL and WRTGPL with PGCIL pursuant to the transfer of the WRSSS Project B and Project C to WTPL and WTGL respectively;
- (c) There shall be no change in the terms and conditions of the TSAs between the erstwhile WRTMPL and WRTGPL and the beneficiaries including the transmission charges payable under the TSAs pursuant to the transfer of the WRSSS Project B and Project C to WTPL and WTGL respectively;
- (d) RInfra shall ensure that the transfer of all rights, title, ownership, possession and economic interest in the WRSSS Project B and Project C vest in WTPL and WTGL, respectively in terms of the Business Transfer Agreements;
- (e) Pursuant to the transfer, WTPL and WTGL shall enter into Transmission Service Agreement, Revenue Sharing Agreement and other Agreements as required under the applicable regulations of the Commission to inter-State transmission licensees;
- (f) RInfra and WTPL and WTGL shall protect the interest of the lenders of erstwhile WRTMPL and WRTGPL through appropriate contractual instruments;



(g) It shall be the responsibility of RInfra to ensure that all legal and contractual requirement for and pursuant to the transfer of WRSSS Project B and Project C vest in WTPL and WTGL respectively are complied with and any instance of non-compliance shall be construed as contravention of the directions of the Commission and shall be dealt with in accordance with law.

(h) The Commission in its order dated 1.4.2012 in Suo Motu Petition No. 176/2011 had decided as under:

“14. In view of the above, we direct that the tariff of the WRSSS-II Project 'B' and Project 'C' after the concession period of 25 years (3 years for construction and 22 years for operation) shall be determined on the basis of the buy-out price of Rs. 5 crore quoted by the licensees at the time of submitting their bids for the project.”

WTPL and WTGL shall comply with the directions contained in the said order.

(i) Within one month of the completion of transfer, RInfra alongwith WTPL and WTGL shall file the status report on the transfer of WRSSS Project B to WTPL and WRSSS Project C to WTGL.

22. After the transfer of WRSSS Project B to WTPL and WRSSS Project C to WTGL in terms of the directions above, licence granted to erstwhile WRTMPL and WRTGPL shall stand assigned in favour of WTPL and WTGL on the same terms and conditions as the original licences.

23. The second part of the proposal in the present petition is transfer of WTPL and WTGL to ATL in terms of the Term Sheet Agreements and Share Purchase Agreements between RInfra and ATL. RInfra has submitted that 100% shareholding together with



economic interest of WTPL and WTGL by RInfra to ATL is being done on Discounted Cash Flow (DCF) valuation method. The enterprise value for both projects combined works out to Rs.1000 crore as on 1.1.2017. RInfra has entered into Share Purchase Agreement with ATL for divestment of its transmission assets in WRSSS Project B and C. RInfra vide its letter dated 7.12.2016 has made a disclosure to that effect to BSE Ltd and National Stock Exchange of India Limited in terms of Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. RInfra has placed on record copies of the Term Sheet Agreement and Share Purchase Agreement in sealed cover. We have gone through the Agreements and do not express any view thereon as it is contractual issue between RInfra and ATL and does not affect the tariff to be paid by the beneficiaries under the TSA. After the issue of this order, we direct the staff to return the documents in sealed cover to RInfra.

24. In terms of the Share Purchase Agreement, ATL is acquiring 100% of shareholding of RInfra in WTPL and WTGL alongwith the liabilities to the lenders. The present lenders of WRSSS project B are IDFC Limited with security interest created in favour of SBICAP Trustee Limited. The same shall be vested in WTPL and after transfer of 100% equity in WTPL, the ATL through WTPL shall be liable for the said loan. The present lenders of WRSSS Project C are CA-CIB and MB which are the lenders to WRTGPL in terms of ARCA 1 and to RInfra in terms of ARCA 2. Both CA-CIB and MB have categorically stated that for sale of equity shareholdings by WTGL to ATL, they would expect their credit facility to be transferred to another lender on or prior to transfer of shares of WTGL to ATL. RInfra has submitted that ATL has tied up with Standard Chartered Bank who has agreed to provide the credit facility in place of the credit facility



of CA-CIB and MB. A letter dated 17.5.2017 from Standard Chartered Bank has been placed on record. The relevant portion of the letter is extracted as under:

“ATL is proposing to arrange refinancing or transfer/assignment of the existing project debt (USD 27.70 million as on March 31, 2017) on the date of acquisition of WTGL by ATL, through External Commercial Borrowing of same tenor or a longer tenor (“Facility”).

We, Standard Chartered Bank (“SCB”) , refer to the Facility and are pleased to confirm SCB has obtained internal credit approvals to lend upto USD 27.7 million of the Facilities subject to satisfactory documentation and terms outlined in Term Sheet (the “Commitment”). This Commitment shall expire on 30 September 2017”

During the hearing of the Petition, learned counsel for CA-CIB and MB confirmed that they are satisfied with the arrangement and have no objection to the proposed transfer of equity shares by RInfra in WTGL to ATL, subject to compliance with the commitment by SCB. RInfra in its affidavit dated 23.6.2017 has submitted that share transfer of WTPL and WTGL from RInfra to ATL and transfer of outstanding loan from CA-CIB and MB to SCB shall take place simultaneously. We expect the parties to comply with the above arrangement and commitment so that transfer of loan and substitution of lenders take place smoothly and ATL after share transfer in WTPL and WTGL discharges its obligations towards servicing of loan in respect of WRSSS Project B and Project C.

25. GUVNL has submitted that the transmission project was vested in the Petitioner pursuant to the tariff based competitive bid undertaken for the development of the transmission project and selection of the bidder was based on qualification and criteria fulfilled by the bidder as well as the competitive bid which the selected bidder has given. GUVNL has requested the Commission to take an informed view before granting



permission for transfer of the utility or for assignment of the licence. Rlnfra has submitted that ATL is already in the business of transmission and is operating inter-State and intra-State transmission lines of 400 kV, 765 kV, etc. and is also constructing various transmission systems under TBCB route. We have considered the submissions of GUVNL and Rlnfra. While selecting a project developer for development and operation of transmission system, two aspects are mainly seen, namely whether the bidder possesses technical qualifications and experience to undertake the business of transmission and whether the bidder has quoted the lowest bid price. We have to consider whether these conditions based on which RETL was selected as IPTC and its subsidiaries, namely the erstwhile WRTMPL and WRTMGL were granted licences are likely to be altered or modified on account of the proposed transfer of WTPL and WTGL to ATL. As regards the first condition, it is noted that ATL has been incorporated as a company to carry out transmission business. This Commission had granted licence to Adani Power Limited for its dedicated transmission system of 400 kV D/C Mundra-Dehgam Transmission Line +_ 500 kV Bipole Mundra-Mohindergarh HVDC transmission line including associated 400 kV lines and Mundra to Dehgam which was subsequently assigned to ATIL which is subsidiary company of ATL. Based on competitive bidding, ATL was declared as the successful bidder and acquired three companies, namely Raipur-Rajandgaon-Warora Transmission Ltd., Chhattisgarh-WR Transmission Ltd., and Sipat Transmission Ltd. who have been granted transmission licences on Build, Own, Operate and Maintain basis for the following transmission systems:

(a) Additional System Strengthening for Chhattisgarh IPPs-Part-B;



- (b) Additional System Strengthening for IPPs in Chhattisgarh and other Generation Projects in Western Region;
- (c) Additional System Strengthening for Sipat STPS.

Apart from the above, ATL is also having business of intra-State transmission based on the licences granted by MERC and RERC. Therefore, ATL possesses the necessary qualification and expertise to carry out the business of transmission. As regards the second condition, tariff of WRSSS Project B and Project C are being paid by the beneficiaries at the rates discovered through competitive bidding in terms of the TSAs. Both GUVNL and MPPMCL have submitted that the proposed transfer shall not result in change in tariff. RInfra has submitted on affidavit that consequent to the transfer of the WTPL and WTGL, there will be no additional burden by way of revision of tariff on the beneficiaries. It is clarified that since, the tariff of WRSSS Project B and Project C were discovered through competitive bidding, they shall remain in force throughout the terms of the TSAs and no mid-course revision in tariff shall be made, subject to the provisions of the TSAs.

26. In view of the above discussion, there are no technical and legal impediments to permit transfer of entire equity shareholdings of RInfra in WTPL and WTGL to ATL. We approve the transfer of entire shareholding of RInfra in WTPL and WTGL in favour of ATL under Section 17(3) of the Act subject to the following conditions:

- (a) On transfer of entire shareholdings of RInfra in WTPL and WTGL to ATL, both WTPL and WTGL shall become fully owned subsidiaries of ATL. It is directed that ATL shall ensure that such transfer does not contravene any provisions of the applicable laws.



(b) Since, after the transfer, WTPL and WTGL shall become the wholly owned subsidiaries of ATL, the transmission licences to be assigned in favour of WTPL and WTGL shall not be further assigned in favour of ATL without approval of the Commission.

(c) ATL shall ensure that WTPL and WTGL comply with all their obligations under the various Agreements in force and Agreements to be entered including the obligations towards their respective lenders.

(d) ATL shall not divest its interest in WTPL and WTGL or otherwise part with these companies without the prior approval of this Commission.

(e) There shall be no change in the transmission service charges being paid by the beneficiaries of WRSSS Project B and WRSSS C Project which shall continue to be governed as per the charges discovered through Tariff Based Competitive Bidding.

(f) ATL shall comply with our direction contained in order dated 4.1.2012 in Petition No. 176/2011.

27. After transfer of the entire shareholdings of Rlnfra in WTPL and WTGL to ATL, ATL shall file a status report about WTPL and WTGL including compliance of all legal and contractual requirements by these entities and ATL.

28. In the light of the above discussions, the prayers in the petition are disposed of as under:

(a) Prayers (1), (2) , (3) and (7) are disposed of in terms of para 21 of this order.



(b) As regards prayers (4) and (6), WTPL and WTGL shall enter into the necessary agreements under the IEGC and Sharing Regulations in place of erstwhile WRTMPL and WRTGPL after transfer of the WRSSS Project B and Project C from RInfra to WTPL and WTGL respectively.

(c) As regards prayer (5), this approval shall stand transferred in terms of Business Transfer Agreement.

(d) As regards prayers (8) and (9), the consents, permits, permissions, exemptions, registration etc. relating to WRTMPL and WRTGPL shall stand transferred in terms of Business Transfer Agreement.

(e) Prayer (10) is disposed of in terms of para 26 above.

29. It is directed that all concerned shall comply with the directions contained in this order for transfer of WRSSS Project B and Project C to WTPL and WTGL respectively and transfer of entire shareholdings of RInfra in WTPL and WTGL to ATL. If the necessary transactions do not materialise within a period of three months, the same shall be reported to the Commission.

30. The Petition is disposed of in terms of the above.



Sd/-
(Dr. M.K. Iyer)
Member

sd/-
(A.S. Bakshi)
Member

sd/-
(A.K. Singhal)
Member

sd/-
(Gireesh B. Pradhan)
Chairperson



भारत सरकार

Government of India

विद्युत मंत्रालय

Ministry of Power

केंद्रीय विद्युत प्राधिकरण

Central Electricity Authority

विद्युत प्रणाली योजना एवं मूल्यांकन प्रभाग- II

Power System Planning & Appraisal Division-II

सेवा में /To

As per list of Addresses

विषय: ट्रांसमिशन पर राष्ट्रीय समिति (एनसीटी) की सोलहवीं बैठक का कार्यवृत्त - के सम्बन्ध में।

Subject: Minutes of the 16th Meeting of National Committee on Transmission (NCT) – regarding.

महोदया (Madam) / महोदय (Sir),

The 16th meeting of the "National Committee on Transmission" (NCT) was held on 30th November, 2023. The minutes of the meeting are enclosed herewith.

भवदीय/Yours faithfully,

Rakesh Goyal
02/11/2023

(राकेश गोयल / Rakesh Goyal)

मुख्य अभियन्ता एवं सदस्य सचिव, एन.सी.टी.
/ Chief Engineer & Member Secretary (NCT)

प्रतिलिपि / Copy to:

Joint Secretary (Trans), Ministry of Power, New Delhi



List of Addressees:

1.	Chairperson, Central Electricity Authority Sewa Bhawan, R.K. Puram, New Delhi – 110 066.	2.	Member (Power System), Central Electricity Authority Sewa Bhawan, R.K. Puram, New Delhi – 110 066.
3.	Member (Economic & Commercial), Central Electricity Authority Sewa Bhawan, R.K. Puram, New Delhi – 110 066.	4.	Director (Trans), Ministry of Power Shram Shakti Bhawan, New Delhi-110001.
5.	Sh. Ajay Yadav, Joint Secretary Room no 403, Atal Akshay Urja Bhawan Opposite CGO Complex gate no 2, Lodhi Road, New Delhi – 110003	6.	Chief Operating Officer, CTUIL, Saudamini, Plot No. 2, Sector-29, Gurgaon – 122 001.
7.	Sh. Rajnath Ram, Adviser (Energy), NITI Aayog, Parliament Street, New Delhi – 110 001.	8.	CMD, Grid Controller of India, B-9, Qutub, Institutional Area, Katwaria Sarai, New Delhi – 110010
9.	Sh. Ravinder Gupta Ex. Chief Engineer CEA		

Special Invitee

Chief Engineer (PCD), CEA



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Minutes of the 16th meeting of National Committee on Transmission

1 Confirmation of the minutes of the 15th meeting of National Committee on Transmission.

- 1.1 The minutes of the 15th meeting of NCT held on 25.08.2023 were issued vide CEA letter no CEA-PS-12-13/3/2019-PSPA-II dated 18.09.2023.
- 1.2 CTUIL had requested the amendment in para 3.9.4 of the minutes of 15th NCT meeting for clarity. Accordingly, it was proposed to replace the table under para 3.9.4 as under:

<i>Sl. No.</i>	<i>Original Scope</i>	<i>Revised Scope</i>
1.	<i>Replacement of old OPGW and terminal equipment on existing 400 kV Agra – Ballabgarh line (181 km) with new OPGW and terminal equipment</i>	<i>Supply & Installation of OPGW alongwith terminal equipment on existing 400 kV Agra – Ballabgarh line (181 km)</i>
2.	<i>Replacement of old OPGW alongwith terminal equipment on 400 kV KishenpurWagoora line with new OPGW (183 km) except LILO portion at New Wanpoh (3 km) and terminal equipment</i>	<i>Supply & Installation of OPGW alongwith terminal equipment on existing 400 kV Kishenpur – Wagoora line (183 km) except LILO portion at New Wanpoh (3 kms)</i>

- 1.3 Members confirmed the minutes with above amendment.

2 Status of the transmission schemes noted/approved/recommended in the 15th meeting of NCT:

- 2.1 Status of new transmission schemes approved/recommended:

Sr. No	Name of the Transmission Scheme	Noted/ Recommended / Approved	Mode of Implementation	MoP approval	BPC
1.	North Eastern Region Generation Scheme-I (NERGS-I)	Approved	TBCB	Notified vide Gazette dated 26.10.2023	RECPDCL
2.	Transmission Scheme for integration of Tumkur-II REZ in Karnataka	Recommended	TBCB	Would be taken up for approval after completion of survey by BPC	RECPDCL
3.	Transmission system strengthening for interconnections of	Recommended	TBCB	Notified vide Gazette dated 07.11.2023	PFCCCL

Sr. No	Name of the Transmission Scheme	Noted/ Recommended / Approved	Mode of Implementation	MoP approval	BPC
	Bhadla-III & Bikaner-III complex.				
4.	Network Expansion scheme in Gujarat for drawl of about 3.6 GW load under Phase-I in Jamnagar area.	Recommended	TBCB	Notified vide Gazette dated 07.11.2023	PFCCCL
5.	Implementation of Unified Network Management System (UNMS) in the Western Region	Approved	RTM	Not applicable	Not applicable

2.2 Status of transmission schemes where modifications were recommended:

Sl. No.	Scheme where modifications was suggested	MoP Approval
1.	De linking of augmentation of 765/400 kV, 1500 MVA transformer at Bhiwani S/s from Transmission System for evacuation of RE power from renewable energy parks in Leh (5 GW Leh- Kaithal HVDC Transmission corridor)	OM dated 06.11.2023
2.	Transmission System for evacuation of power from REZ in Rajasthan (20 GW) under Phase-III Part D-Phase II	OM dated 06.11.2023
3.	Transmission System for evacuation of power from REZ in Rajasthan (20 GW) under Phase-III Part D-Phase I	Notified vide Gazette dated 07.11.2023
4.	Transmission System for evacuation of power from REZ in Rajasthan (20 GW) under Phase-III Part I (Modified Scope of the Scheme: Revised commissioning schedule is 48 months for Bipole-I and 54 months for Bipole-2)	Notified vide Gazette dated 07.11.2023
5.	Transmission Scheme for integration of Renewable Energy Zone (Phase-II) in Koppal-II (Phase-B) in Karnataka Modified Scope of the Scheme: Implementation schedule of Transmission Scheme is reduced from 36 months to 24 months.	Notified vide Gazette dated 07.11.2023

3 Modifications in the earlier approved/notified transmission schemes:

3.1 Transmission System for Evacuation of power from potential renewable energy zone in Khavda area of Gujarat under Phase-IV (7 GW): Part B scheme

3.1.1 Chief Engineer (PSPA-I), CEA, stated that Transmission System for Evacuation of power from potential renewable energy zone in Khavda area of Gujarat under Phase-IV (7 GW): Part B was recommended to be implemented under TBCB with BPC being PFCCCL in the 14th meeting of NCT.

3.1.2 Representative of CTUIL stated that M/s AMNS vide letter dated 26.09.2023 & e-mail dated 07.10.2023 has requested that the LILO of Gandhar – Hazira 400 kV D/c line at S



Olpad (GIS) may be carried out using twin HTLS conductor with minimum capacity of 2100 MVA per ckt at nominal voltage instead of 1700 MVA per ckt at nominal voltage in view of expansion of their Hazira steel facility for which they are anticipating to draw upto 2000 MW power by 2030.

RIL had proposed to draw power from 220 kV level of South Olpad S/s for which 400/220 kV ICTs had been planned. However, M/s RIL vide e-mail dated 16.11.2023 had informed that they will surrender the connectivity of 50 MW which had been granted at 220 kV at Dahej from proposed South Olpad ISTS substation. Accordingly, based on request of applicant, the application shall be closed and hence, the 2x500 MVA, 400/220 kV ICTs would not be required at present. The same would be taken up later based on requirement.

In view of the above, following changes are proposed in the scheme:

- i. Deletion of 2x500 MVA, 400/220 kV ICTs at South Olpad GIS S/s,
- ii. Change in minimum capacity of twin HTLS conductor from 1700 MVA to 2100 MVA for LILO of Gandhar-Hazira 400 kV D/c line at South Olpad (GIS)

3.1.3 After deliberations, NCT approved the modifications in the scope of Transmission System for Evacuation of power from potential renewable energy zone in Khavda area of Gujarat under Phase-IV (7 GW): Part B as detailed under:

Original Scope		Revised Scope	
Scope of the Transmission Scheme	Capacity/ Route length	Scope of the Transmission Scheme	Capacity/ Route length
Establishment of 2x1500 MVA, 765/400 kV & 2x500 MVA, 400/220 kV GIS S/s at a suitable location South of Olpad (between Olpad and Ichhapore) with 2x330 MVAR, 765 kV & 1x125 MVAR, 420 kV bus reactors	765/400 kV, 1x1500 MVA ICT-2 Nos. (7x500 MVA single phase units including one spare unit) 400/220 kV, 500 MVA ICT – 2 Nos. 765 kV ICT bays- 2 Nos. 400 kV ICT bays- 4 Nos. 220 kV ICT bays- 2 Nos. 220 kV BC bay – 1 No.	Establishment of 2x1500 MVA, 765/400 kV GIS S/s at a suitable location South of Olpad (between Olpad and Ichhapore) with 2x330 MVAR, 765 kV & 1x125 MVAR, 420 kV bus reactors	<ul style="list-style-type: none"> • 765/400 kV, 1x1500 MVA ICT- 2 Nos. (7x500 MVA single phase units including one spare unit) • 765 kV ICT bays- 2 Nos. • 400 kV ICT bays- 2 Nos. • 330 MVAR, 765 kV bus reactor-2 Nos. • 125 MVAR, 420 kV bus reactor-1 No. • 765 kV reactor bay- 2 Nos. • 765 kV line bay- 4 Nos.
Future Provisions: Space for		Future Provisions: Space for	
<ul style="list-style-type: none"> • 765/400 kV ICT along with bays- 4 Nos. • 765 kV line bays along with 		<ul style="list-style-type: none"> • 765/400 kV ICT along with bays- 4 Nos. • 765 kV line bays along with 	



<p>switchable line reactors – 8 Nos.</p> <ul style="list-style-type: none"> • 765 kV Bus Reactor along with bay: 2 Nos. • 765 kV Sectionalizer bay: 1 - set • 400 kV line bays along with switchable line reactor – 8 Nos. • 400/220 kV ICT along with bays - 8 Nos. • 420 kV Bus Reactor along with bay: 3 Nos. • 400 kV Sectionalization bay: 1- set • 220 kV line bays: 18 Nos. • 220 kV Sectionalization bay: 1 set • 220 kV BC: 1 Nos. • Establishment of 2500 MW, \pm 500 kV South Olpad (HVDC) [VSC] terminal station (2x1250 MW) 	<p>330 MVAR, 765 kV bus reactor-2 Nos.</p> <p>125 MVAR, 420 kV bus reactor-1 No.</p> <p>765 kV reactor bay- 2 Nos.</p> <p>765 kV line bay- 4 Nos.</p> <p>400 kV reactor bay- 1 No.</p> <p>400 kV line bay- 4 Nos.</p> <p>110 MVAR, 765 kV, 1-ph reactor (spare unit for line/bus reactor)-1 No.</p>	<p>switchable line reactors – 8 Nos.</p> <ul style="list-style-type: none"> • 765 kV Bus Reactor along with bay: 2 Nos. • 765 kV Sectionalizer bay: 1 set • 400 kV line bays along with switchable line reactor – 8 Nos. • 400/220 kV ICT along with bays - 10 Nos. • 420 kV Bus Reactor along with bay: 3 Nos. • 400 kV Sectionalization bay: 1- set • 220 kV line bays: 18 Nos. • 220 kV Sectionalization bay: 1 set • 220 kV BC: 1 Nos. • Establishment of 2500 MW, \pm 500 kV South Olpad (HVDC) [VSC] terminal station (2x1250 MW) 	<ul style="list-style-type: none"> • 400 kV reactor bay- 1 No. • 400 kV line bay- 4 Nos. • 110 MVAR, 765 kV, 1-ph reactor (spare unit for line/bus reactor)- 1 No.
<p>Vadodara (GIS) – South Olpad (GIS) 765 kV D/C line</p>	<p>Route length: 140 km</p>	<p>Vadodara (GIS) – South Olpad (GIS) 765 kV D/C line</p>	<p>Route length: 140 km</p>
<p>240 MVAR switchable line reactors on each ckt at Vadodara(GIS) end of Vadodara(GIS) – South Olpad (GIS) 765 kV D/C line (with NGR bypass arrangement)</p>	<ul style="list-style-type: none"> • 240 MVAR, 765 kV switchable line reactor- 2 Nos. • Switching equipment for 765 kV line reactor- 2 Nos. • 1x80 MVAR spare bus reactor available at Vadodara (GIS) 	<p>240 MVAR switchable line reactors on each ckt at Vadodara (GIS) end of Vadodara (GIS) –South Olpad (GIS) 765 kV D/C line (with NGR bypass arrangement)</p>	<ul style="list-style-type: none"> • 240 MVAR, 765 kV switchable line reactor- 2 Nos. • Switching equipment for 765 kV line reactor- 2 Nos. • 1x80 MVAR spare bus reactor available at Vadodara (GIS) to be used as spare

	to be used as spare		
2 Nos. of 765 kV line bays at Vadodara (GIS) for Vadodara(GIS) – South Olpad (GIS) 765 kV D/C line	<ul style="list-style-type: none"> 765 kV line bays (GIS) – 2 Nos. (at Vadodara end) 	2 Nos. of 765 kV line bays at Vadodara (GIS) for Vadodara (GIS) – South Olpad (GIS) 765 kV D/C line	<ul style="list-style-type: none"> 765 kV line bays (GIS) – 2 Nos. (at Vadodara end)
LILO of Gandhar – Hazira 400 kV D/c line at South Olpad (GIS) using twin HTLS conductor with minimum capacity of 1700 MVA per ckt at nominal voltage	LILO route length ~ 10 km.	LILO of Gandhar – Hazira 400 kV D/c line at South Olpad (GIS) using twin HTLS conductor with minimum capacity of 2100 MVA per ckt at nominal voltage	LILO route length ~ 10 km.
Ahmedabad – South Olpad (GIS) 765 kV D/c line	Route length: 250 km	Ahmedabad – South Olpad (GIS) 765 kV D/c line	Route length: 250 km
240 MVAR switchable line reactors on each ckt at Ahmedabad & South Olpad (GIS) end of Ahmedabad – South Olpad (GIS) 765 kV D/c line (with NGR bypass arrangement)	<ul style="list-style-type: none"> 240 MVAR, 765 kV switchable line reactor- 4 Nos. [2 for Ahmedabad end and 2 for South Olpad (GIS) end] Switching equipment for 765 kV line reactor- 4 Nos. [2 for Ahmedabad end and 2 for South Olpad (GIS) end] 1x80 MVAR, 765 kV 1-ph spare line reactor – 1 No. (for South Olpad end) 1x80 MVAR, 765 kV 1-ph spare line reactor being implemented for Lakadia – 	240 MVAR switchable line reactors on each ckt at Ahmedabad & South Olpad (GIS) end of Ahmedabad – South Olpad (GIS) 765 kV D/c line (with NGR bypass arrangement)	<ul style="list-style-type: none"> 240 MVAR, 765 kV switchable line reactor- 4 Nos. [2 for Ahmedabad end and 2 for South Olpad (GIS) end] Switching equipment for 765 kV line reactor- 4 Nos. [2 for Ahmedabad end and 2 for South Olpad (GIS) end] 1x80 MVAR, 765 kV 1-ph spare line reactor – 1 No. (for South Olpad end) 1x80 MVAR, 765 kV 1-ph spare line reactor being implemented for Lakadia – Ahmedabad line (under Khavda

	Ahmedabad line (under Khavda Ph-II Part B scheme) at Ahmedabad S/s to be used as spare		Ph-II Part B scheme) at Ahmedabad S/s to be used as spare
2 Nos. of 765 kV line bays at Ahmedabad S/s for Ahmedabad – South Olpad (GIS) 765 kV D/c line	• 765 kV line bays (AIS) – 2 Nos. (at Ahmedabad end)	2 Nos. of 765 kV line bays at Ahmedabad S/s for Ahmedabad – South Olpad (GIS) 765 kV D/c line	• 765 kV line bays (AIS) – 2 Nos. (at Ahmedabad end)

3.2 Transmission scheme for drawal of 4000 MW power by MPSEZ Utilities Limited (MUL)

3.2.1 Chief Engineer (PSPA-I), CEA stated that the Transmission scheme for drawal of 4000 MW power by MPSEZ Utilities Limited (MUL) was recommended to be implemented through TBCB route in the 11th meeting of NCT with tentative cost of Rs. 2200 crore. However, the scheme was deliberated and deferred in the 12th NCT meeting held on 24.03.2023 in the absence of any firm commitment from MUL.

3.2.2 Representative of CTUIL stated that GNA applications have been received from following entities in Mundra area:

Sl. No.	Application ID	Name of the Applicant	Submission Date	Nature of applicant	GNA within Region (MW)	GNA outside Region (MW)	Total Quantum (MW) of GNA Required
1.	2200000129	Kutch Copper Limited	24-06-2023	Bulk consumer seeking to connect to ISTS	115.0	0.0	115
2.	2200000122	MPSEZ Utilities Limited	28-06-2023	Distribution licensee seeking to connect to ISTS	495.0	0.0	495
3.	2200000064	MPSEZ Utilities Limited	28-06-2023	Distribution licensee seeking to connect to ISTS	642.0	658.0	1300
4.	2200000124	Mundra Petrochem Limited (MPL)	28-06-2023	Bulk consumer seeking to connect to ISTS	1140.0	0.0	1140

CTUIL further stated that MNRE vide OM dated 01.11.2023 has shared the consolidated information received from various green hydrogen/green ammonia manufacturers and their power drawal requirement at respective locations, which includes 22 GW drawal plan of M/s Adani from Navinal (Mundra) area by 2030 and also mentions that the overall plan is for 40 GW capacity by end of 2032.

Accordingly, implementation of the transmission scheme deferred by the NCT in 12th meeting should be taken up to serve the drawal requirement of bulk consumers as well as for meeting the requirement of green hydrogen/ammonia manufacturers. The updated cost of the scheme will be Rs. 2,383 Crs. He also proposed that scheme should be renamed as “Network Expansion Scheme in Navinal (Mundra) area of Gujarat for



drawal of power in the area” as it would cater to multiple drawee utilities in Mundra area as well as Green Hydrogen/Ammonia manufacturers in the area.

3.2.3 CMD, Grid-India stated that 400/220 kV MUL substation is getting constructed by MPSEZ Utilities Limited which is a distribution licensee. Kutch Copper Limited is getting connected to this 400/220 kV MUL substation instead of direct connection to the ISTS point i.e. 765/400 kV Navinal station. This aspect of shared connectivity of Kutch Copper Limited to the ISTS (through S/s of distribution licensee) may be clarified to avoid any issues at later stage.

He also enquired about the technical requirements being mentioned by CTUIL in the connection agreement while granting connectivity to the bulk consumers. He further emphasized on the need of timely specifying the ride through requirement, reactive power support and other important technical requirements for these bulk consumers especially electrolyzers.

3.2.4 CTU clarified that provisions for sharing the terminal bays at ISTS substation allocated to one Distribution Licensee/Bulk consumer entity (under Reg. 17.1(iii)) by another such entity is allowed as per Reg. 17.3 of GNA Regulations, 2022.

3.2.5 After deliberations, the transmission scheme “Network Expansion Scheme in Navinal (Mundra) area of Gujarat for drawal of power in the area” was recommended to MoP for implementation under TBCB route with BPC being PFCCL.

3.2.6 Summary of the scheme is given below:

Sl. No.	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Crores)	Remarks
1.	Network Expansion Scheme in Navinal (Mundra) area of Gujarat for drawal of power in the area Tentative Implementation timeframe: 21 months	2,383	Recommended under TBCB route with PFCCL as the BPC.

3.2.7 Detailed scope of the scheme is given below:

Sl. No.	Scope of the Transmission Scheme	Capacity /km
1.	Establishment of 4x1500 MVA, 765/400 kV Navinal (Mundra) S/s (GIS) with 2x330 MVAR, 765 kV & 1x125MVA, 420 kV bus reactors Future provision (space for):	765/400 kV, 1500 MVA ICT – 4 Nos. (13x500 MVA single phase units including one spare ICT Unit) 765 kV ICT bays – 4 Nos. 400 kV ICT bays – 4 Nos. 765 kV Line bays – 4 Nos.



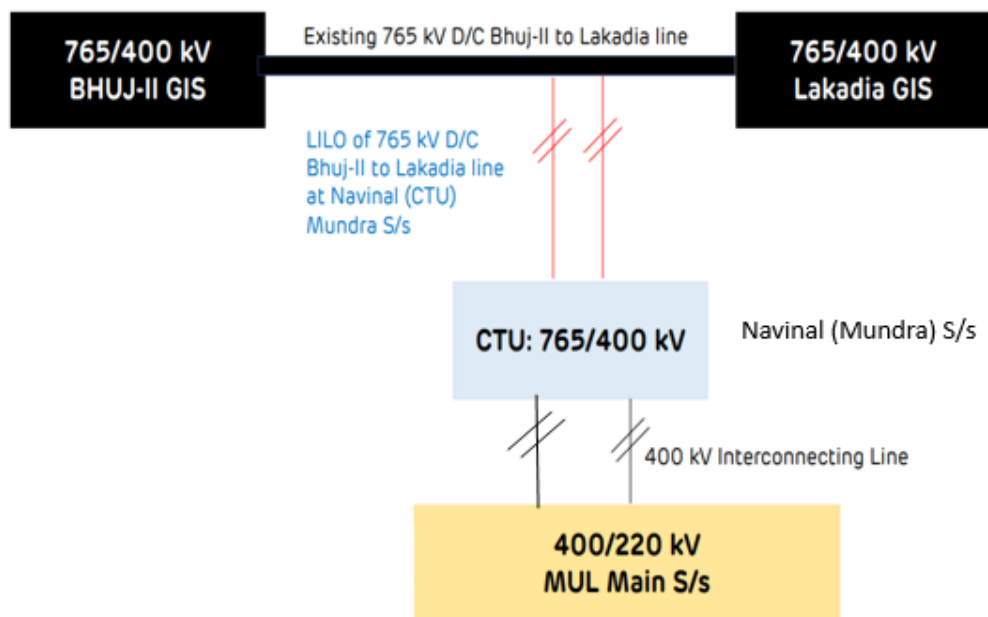
	<ul style="list-style-type: none"> ➤ 765/400 kV ICT along with bays- 2 Nos. ➤ 765 kV line bays along with switchable line reactors – 4 Nos. ➤ 765 kV Bus Reactor along with bay: 2 Nos. ➤ 765 kV Sectionalizer: 1 -set ➤ 400 kV line bays along with switchable line reactors– 6 Nos. (<i>in addition to 4 nos. bays for MUL – Navinal (Mundra) (GIS) 400 kV 2xD/c line mentioned under Note</i>) ➤ 400/220 kV ICT along with bays -6 Nos. ➤ 400 kV Bus Reactor along with bays: 3 Nos. ➤ 400 kV Sectionalization bay: 1- set ➤ 220 kV line bays: 10 Nos. ➤ 220 kV Sectionalization bay: 1 set ➤ 220 kV BC and TBC: 2 Nos. ➤ STATCOM (± 300 MVAR) along with MSC (2x125 MVar) & MSR (1x125 MVar) and associated bays- 2 Nos. 	<p>1x330 MVar, 765 kV bus reactor- 2 Nos. (7x110 MVAR single phase Reactors including one spare Unit for bus /line reactor)</p> <p>765 kV Bus reactor bay – 2 Nos.</p> <p>125 MVar, 420 kV reactor- 1 Nos.</p> <p>400 kV Reactor bay- 1 No.</p>
2.	LILO of Bhuj-II – Lakadia 765 kV D/c line at Navinal(Mundra) (GIS) S/s with associated bays at Navinal (Mundra) (GIS) S/s	LILO Route length: 70 km (280 ckm)
3.	Installation of 1x330 MVar switchable line reactor on each ckt at Navinal end of Lakadia – Navinal 765 kV D/c line (formed after above LILO)	<p>1x330 MVar, 765 kV switchable line reactor – 2 Nos.</p> <p>Switching equipment for 765 kV line reactor – 2 Nos.</p>

Note:

- (1) Bay(s) required for completion of diameter (GIS) in one-and-half breaker scheme shall also be executed by the TSP.
- (2) The TSP shall implement five complete diameters at 765 kV level of Navinal (Mundra) (GIS) consisting of 2 Main Bays & 1 Tie Bay required for completion of diameter (GIS) in one-and-half breaker scheme. (4 ICT bays + 4 Line Bays+2 Bus Reactor Bays).
- (3) Further, the TSP shall also implement four complete diameters at 400 kV level of Navinal (Mundra) (GIS) consisting of 2 Main Bays & 1 Tie Bay required for completion of diameter (GIS) in one-and-half breaker scheme. (4 ICT bays +1 Bus Reactor Bay + 3 for dia completion).
- (4) The following scope of works for interconnection of 400/220 kV MUL (Distribution Licensee) S/s with Navinal (Mundra) S/s (GIS) is under the scope of MUL and is required to be implemented in the same time frame



- MUL – Navinal (Mundra) (GIS) 400 kV 2xD/c (Twin HTLS - Quad Moose equivalent) (shall be constructed and maintained by a licensee at the cost of such entity) & KCL, MPL shall get interconnected with 400/220 kV Substation of MUL for drawal of power.
- MUL shall implement one complete diameter (GIS) consisting of 2 main bays & 1 Tie bay in one and half breaker scheme at Navinal end as 3 line bays can be terminated in spare bays being implemented by TSP for completion of dia.
- 4 no. 400kV Line bays at the Dist. Licensee MUL end



3.3 Additional 1x500 MVA 400/220 kV (9th) ICT, for injection from any additional RE project (other than 4000 MW injection under SECI bids upto Tranche IV) at Bhuj PS

3.3.1 Representative of CTUIL stated that additional 1x500 MVA, 400/220 kV (9th) ICT at Bhuj PS (along with associated ICT bays) was planned for injection of power from any additional RE project (other than 4000 MW injection under SECI bids upto Tranche IV) at Bhuj PS and was allocated for implementation to POWERGRID under RTM route as per MoP OM dated 30.01.2019. As per the OM, the 9th ICT is to be taken up for injection requirement beyond 4,000 MW at 220 kV level of Bhuj PS. However, in the 11th meeting of NCT, it was decided to defer the scheme and the same would be taken up upon visibility of additional RE generation at Bhuj PS.

3.3.2 He added that presently, the total connectivity under GNA at Bhuj PS has reached 3,546 MW. Considering full dispatch from RE under GNA, to ensure 'N-1' compliance of ICTs at Bhuj PS, implementation of the 9th ICT at Bhuj PS shall be required. Also, Government of Gujarat vide letter dated 21.09.2023 has allowed setting up of ISTS /In-STS connected RE projects in the State.



- 3.3.3 After deliberations, it was decided to take up implementation of additional 1x500 MVA 400/220 kV (9th) ICT at Bhuj PS already allocated to POWERGRID under RTM as per the above MOP OM in order to meet the 'n-1' criteria as well as to facilitate additional RE injection. Timeframe: 18 months from intimation to POWERGRID for taking up implementation of the ICT.
- 3.4 **Transmission system for evacuation of power from Shongtong Karcham HEP (450 MW) and Tidong HEP (150 MW)**
- 3.4.1 Chief Engineer, CEA, stated that the transmission scheme Transmission system for evacuation of power from Shongtong Karcham HEP (450 MW) and Tidong HEP (150 MW) was recommended in the 11th meeting of NCT with RECPDCL as the BPC. Scheme has been notified vide Gazette notification dated 13.04.2023.
- Subsequently, HPPCL had intimated that the commissioning date of Shongtong Karcham HEP (STKHEP) had been revised (preponed) from July'26 to July'25 and requested to review the timelines of the transmission system for evacuation of power from Shongtong Karcham HEP (STKHEP) in Himachal Pradesh due to the revised timeline of commissioning of STKHEP.
- 3.4.2 Further, the matter was discussed in the 14th NCT meeting held on 09.06.23, wherein, CTUIL informed that based on the preliminary survey report for 400 kV Wangtoo-Panchkula D/c line, conductor in certain portion of the transmission line may need to be of different configuration (due to very high altitude encountered in certain sections) in order to avoid Corona inception gradient. In view of this, CTUIL was requested to confirm change in conductor configuration, if any, along with revised cost of the scheme based on the survey report.
- 3.4.3 Subsequently, HPPCL vide letter dated 24.08.2023 informed that the commissioning of July'2025 for Shongtong Karcham would not be feasible to achieve and the transmission system would be required as per the original schedule of July'2026.
- 3.4.4 In the 15th meeting of NCT held on 25.08.2023, CTUIL informed that from survey report, it is observed that line shall be traversing high altitudes upto 2700 m and around 49% (85 km) of the line would be between 2000 m and 2700 m altitude, based on which various options for conductor selection were evaluated. CTUIL also informed that during walkover survey, it emerged that line length of 400 kV Wangtoo -Panchkula D/c line is reduced to 175 km from 210 km in earlier approved proposal. CTUIL Cost committee revised the cost of transmission scheme considering Quad Moose configuration with revised length of 175 km. In the meeting, it was agreed that a separate meeting would be convened to decide the conductor specification and estimated revised cost of the scheme.
- 3.4.5 Subsequently, a meeting under the chairmanship of Member (Power Systems), CEA, was held on 03.11.2023 to discuss the issue, wherein, Quad AL59 conductor was recommended for the complete line length of Wangtoo-Panchkula 400 kV D/c transmission line.
- 3.4.6 Considering the earlier approved transmission scheme w.r.t original time frame of STK HEP i.e. July'26 and change in conductor configuration (Quad) & line length as 175 km



instead of 210 km (considered in the initial estimate for 400 kV Wangtoo-Panchkula line), the revised cost of the scheme comes out to be Rs. 2,712 Crs. which is a change of about 18.63% in the estimated cost.

- 3.4.7 CMD, Grid-India stated that the entire Wagtoo-Panchkula transmission line may not need Quad AL-59 conductor and feasibility of different conductor for the sections below 2000 m elevation level may be explored to economize the cost of the scheme.
- 3.4.8 Accordingly, it was decided that CTUIL would estimate the Wangtoo-Panchkula line length which is lying at an altitude of more than 2000 m based on the survey report and examine the possibility of different conductors in the portion of transmission line lying in low elevation area and rework the cost estimates. The scheme will be taken up for discussion in the next meeting of NCT.

3.5 Spare Reactor (1-ph, 1x80 MVAR) unit at 765/400 kV Beawar S/s under Rajasthan REZ Ph-IV (Part-2: 5.5 GW) (Jaisalmer/ Barmer Complex): Part D scheme

- 3.5.1 Chief Engineer, CEA, stated that “Transmission system for evacuation of power from Rajasthan REZ Ph-IV (Part-2:5.5 GW) (Jaisalmer/ Barmer Complex): Part D” was recommended for implementation through Tariff Based Competitive Bidding (TBCB) route with following scope
- Beawar- Mandsaur PS 765 kV D/c line along with 240 MVAR switchable line reactor for each circuit at each end
 - 2 No. of 765 kV line bays each at Beawar S/s & Mandsaur S/s

The scheme has been notified vide Gazette notification dated 04.09.2023 with PFCCL as the BPC. Presently, the scheme is under RFP preparation stage.

- 3.5.2 It was deliberated that 765/400 kV Beawar substation is being established under Phase-III: Part F scheme along with associated 330 MVAR line & bus reactor(s) & 110 MVAR spare reactor unit (1-ph). In Ph-IV Part-D scheme, 765 kV Beawar- Mandsaur PS D/c line along with 240 MVAR switchable line reactor was approved. As there is no 80 MVAR spare Reactor (1-ph) available at Beawar substation in Ph-III Part-F scheme, it is proposed that scope for 1x80 MVAR (1-ph) spare Reactor unit may be kept at Beawar S/s under Rajasthan REZ Ph-IV (Part-2): Part-D scheme. Further, CTUIL clarified that wherever single-phase unit is being provided for ICTs or Reactors (at 765 kV or 400 kV level), the units are hot spares.
- 3.5.3 The original cost of Part-D package is Rs 2,227 Cr. With above addition of scope (1x80 MVAR (1-ph) spare Reactor unit at Beawar S/s), cost shall increase by Rs 10.18 Cr which is less than (-) 0.5 % of original cost of package.
- 3.5.4 After deliberations, NCT approved the incorporation of 1x80 MVAR (1-ph) spare Reactor unit at Beawar S/s, in the transmission scheme: “Transmission system for evacuation of power from Rajasthan REZ Ph-IV (Part-2: 5.5 GW) (Jaisalmer/ Barmer Complex): Part D”.



3.6 Change in Scope of Transmission system for evacuation of power from Rajasthan REZ Ph-IV (Part-1: Bikaner Complex)- Part-A package

3.6.1 Transmission system for evacuation of power from Rajasthan REZ Ph-IV (Part-1) (Bikaner Complex) Part A was recommended in the 9th NCT meeting held on 28.09.2022. Subsequently, the scheme was approved by MoP vide Gazette dated 13.01.2023. The scheme involves establishment of 6x1500 MVA, 765/400 kV & 5x500 MVA 400/220 kV Bikaner-III Pooling Station at a suitable location near Bikaner along with 6 no. of 220 kV line bays for RE connectivity. Bid submission for the scheme has already been done. LoI/LoA is to be issued.

3.6.2 Connectivity of 3,917 MW was agreed to be granted at Bikaner-III PS. Out of this, 2400 MW was agreed to be granted at 400 kV level (3 nos. 400 kV bays). Balance 1,517 MW was agreed to be granted at 220 kV level through 5 Nos. of 220 kV line bays. Therefore, margin for 83 MW enhancement is available at 220 kV level, thus makes the total connectivity quantum to 4000 MW (400 kV: 2400 MW, 220 kV: 1600 MW) in line with planned evacuation capacity at Bikaner-III PS.

Bikaner-III PS was planned for connectivity of 7 GW Solar & 3 GW BESS and evacuation capacity of 7.7 GW in Bikaner complex (3.7 GW of Bikaner-II PS & 4 GW at Bikaner-III PS). However, no connectivity of BESS has been received at Bikaner-III PS. Considering the total grant of connectivity agreed at Bikaner-III PS (3,917 MW), no additional connectivity can be granted at Bikaner-III PS beyond this quantum (except enhancement margin of 83 MW available at 220 kV bays).

As total connectivity granted at 220 kV level is 1,517 MW (excluding 83 MW enhancement quantum) through 5 no. of 220 kV line bays (out of 6 no. approved), 1 no. of 220 kV line bay which is part of the Part-A package of the above scheme shall remain unutilised.

In view of the above, 1 No. of 220 kV line bay at Bikaner-III PS is not required in the Transmission system for evacuation of power from Rajasthan REZ Ph-IV (Part1) (Bikaner Complex)- Part-A package.

3.6.3 The original cost of Part-A package is Rs 4,741 Cr. With above deletion of scope, cost shall reduce only by Rs 5.8 Cr which is about (-) 0.12 % of original cost of package. Further, as the scheme was under bidding, the change in scope of the scheme had already been incorporated in the RfP Document.

3.6.4 NCT concurred the following change of scope in the Transmission system for evacuation of power from Rajasthan REZ Ph-IV (Part-1: Bikaner Complex)- Part-A package.

	Part A- package
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Sl. No.	Original scope of the transmission scheme	Revised scope of the transmission scheme
	<p>Establishment of 6x1500 MVA (along with one spare unit of 500 MVA), 765/400 kV & 5x500 MVA 400/220 kV Bikaner-III Pooling Station along with 2x330 MVA (765kV) Bus Reactor (along with one spare unit of 110 MVA) & 2x125 MVA (420kV) Bus Reactor at a suitable location near Bikaner</p> <ul style="list-style-type: none"> • 765/400kV 1500 MVA ICTs: 6 nos (19x500 MVA including one spare unit) • 765 kV ICT bays – 6 nos. • 765 kV line bays- 2 nos. • 330 MVA Bus Reactor-2 nos. (7x110 MVA, including one spare unit) • 765 kV reactor bays- 2 nos. • 400/220 kV, 500 MVA ICTs – 5 nos • 400 kV ICT bays – 11 nos. • 420 kV reactor bays - 2 nos. • 125 MVA, 420kV bus reactor - 2 nos. • 400 kV line bays - 6 nos.(4 nos. for LILO of Bikaner-Bikaner-II D/c line & 2 nos. for Bikaner-II D/c line) • 220 kV ICT bays - 5 nos. • 220 kV line bays – 6 Nos (for RE connectivity) • 220 kV BC (2 no.) and 220 kV TBC (2 no.) • 220kV Sectionalisation bay: 1 set <p>Future provisions: Space for</p> <ul style="list-style-type: none"> • 765 kV line bays along with switchable line reactors – 6 nos. • 765kV Bus Reactor along with bay: 1 no. • 400 kV line bays along with switchable line reactor –4 nos. • 400 kV line bays–4 nos. • 400/220kV ICT along with bays -5 nos. • 400 kV Bus Reactor along with bay: 1 no. 	<p>Establishment of 6x1500 MVA (along with one spare unit of 500 MVA), 765/400 kV & 5x500 MVA 400/220 kV Bikaner-III Pooling Station along with 2x330 MVA (765kV) Bus Reactor (along with one spare unit of 110 MVA) & 2x125 MVA (420kV) Bus Reactor at a suitable location near Bikaner</p> <ul style="list-style-type: none"> • 765/400 kV 1500 MVA ICTs: 6 Nos (19x500 MVA including one spare unit) • 765 kV ICT bays – 6 Nos. • 765 kV line bays- 2 Nos. • 330 MVA Bus Reactor-2 Nos. (7x110 MVA, including one spare unit) • 765 kV reactor bays- 2 Nos. • 400/220 kV, 500 MVA ICTs – 5 Nos. • 400 kV ICT bays - 11 Nos. • 420 kV reactor bays - 2 Nos. • 125 MVA, 420kV bus reactor - 2 Nos. • 400 kV line bays - 6 Nos. (4 nos. for LILO of Bikaner-Bikaner-II D/c line & 2 nos. for Bikaner-II D/c line) • 220 kV ICT bays - 5 Nos. • 220 kV line bays – 5 Nos. (for RE connectivity) • 220 kV BC (2 Nos.) and 220 kV TBC (2 Nos.) • 220 kV Sectionalisation bay: 1 set <p>Future Provisions: Space for</p> <ul style="list-style-type: none"> • 765 kV line bays along with switchable line reactors – 6 Nos. • 765 kV Bus Reactor along with bay: 1 No. • 400 kV line bays along with switchable line reactor –4 Nos. • 400 kV line bays–4 Nos. • 400/220 kV ICT along with bays -5 nos. • 400 kV Bus Reactor along with bay: 1 No. • 400 kV Sectionalization bay: 2 sets

<ul style="list-style-type: none"> • 400kV Sectionalization bay: 2 sets • 220 kV line bays for connectivity of RE Applications -8 nos. • 220kV Sectionalization bay: 2 sets • 220 kV BC (2 no.) and 220 kV TBC (2 no.) • STATCOM (2x±300MVA) along with MSC (4x125 MVA) & MSR (2x125 MVA) 	<ul style="list-style-type: none"> • 220 kV line bays for connectivity of RE Applications -8 Nos. • 220 kV Sectionalization bay: 2 sets • 220 kV BC (2 No.) and 220 kV TBC (2 No.) • STATCOM (2x±300 MVA) along with MSC (4x125 MVA) & MSR (2x125 MVA)
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4 New Transmission Schemes:

4.1 Augmentation of transformation capacity at 765/400 kV Indore S/s in Madhya Pradesh

4.1.1 Representative of CTUIL stated that for enabling compliance of loading limits under 'N-1' contingency criteria in 2027-28 time-frame, augmentation of Transformation capacity at 765/400 kV Indore S/s by 1x1500 MVA ICT (3rd) [terminated on 400 kV Bus Section A with Indore & Khandwa 400 kV D/c lines] is required.

4.1.2 NCT approved the augmentation of transformation capacity at 765/400 kV Indore S/s in Madhya Pradesh by 1x1500 MVA ICT (3rd) for implementation through RTM mode with tentative implementation timeframe of 18 months.

4.1.3 Summary of the scheme is given below:

SI No.	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Crores)	Remarks
1.	Augmentation of transformation capacity at 765/400 kV Indore S/s in Madhya Pradesh. Tentative Implementation timeframe: 18 months	126	Approved under RTM by owner of existing substation

4.1.4 Detailed scope of the scheme is given below:

Sl. No.	Scope of the Transmission Scheme	Capacity /km
1.	Augmentation of Transformation capacity at 765/400 kV Indore S/s by 1x1500 MVA ICT (3 rd) [terminated on 400kV Bus section	765/400 kV, 1x1500 MVA ICT – 1 No. 765 kV bay – 1 No. 400 kV bay – 1 No. (on bus section-A)



<i>Sl. No.</i>	<i>Scope of the Transmission Scheme</i>	<i>Capacity /km</i>
	A with Indore & Khandwa 400kV D/c lines]	765 kV GIS duct (1ph) – 150 m. (approx.)* 400 kV GIS duct (1ph) – 750 m. (approx.)* 132 kV cable – 1 km. (approx.)*

*As per e-mail from POWERGRID dated 28.08.2023, the 765 kV GIS Bus Duct & 132 kV Cable are required for connection to existing 765/400 kV Spare ICT with proposed ICT in Section A. Further, 400 kV GIS duct is required for termination in 400 kV Bay.

4.2 Augmentation of transformation capacity at Bhuj-II PS

4.2.1 Representative of CTUIL stated that till September, 2023, applications for connectivity from RE generators to the tune of 2,426.5 MW has been received at Bhuj-II PS. For enabling evacuation of power and to meet the ‘N-1’ contingency criteria, augmentation of transformation capacity at Bhuj-II PS (GIS) by 2x500 MVA, 400/220 kV ICT (5th & 6th) and by 1x1500 MVA, 765/400 kV ICT (3rd) is required.

4.2.2 After deliberations, the transmission scheme: Augmentation of transformation capacity at Bhuj-II PS was approved to be implemented through TBCB mode as given below:

4.2.3 Summary of the scheme is given below:

SI No.	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Crores)	Remarks
1.	Augmentation of transformation capacity at Bhuj-II PS (GIS) Tentative Implementation timeframe: 21 months	428	Approved under TBCB with BPC being PFCCCL

4.2.4 Detailed scope of the scheme is given below:

<i>Sl.</i>	<i>Scope of the Transmission Scheme</i>	<i>Capacity /km</i>
1.	Creation of New 220kV Bus Section-II at Bhuj-II PS	220kV Bus sectionaliser bay - 1 Set (to be kept normally CLOSED and may be opened based on system requirement) 220 kV BC – 1 No.



<i>Sl.</i>	<i>Scope of the Transmission Scheme</i>	<i>Capacity /km</i>
2.	Augmentation of transformation capacity at Bhuj-II PS (GIS) by 2x500 MVA, 400/220 kV ICT (5 th & 6 th) (Terminated at New 220 kV Bus Section-II) and by 1x1500 MVA, 765/400kV ICT (3 rd)	<p>500 MVA, 400/220 kV ICTs: 2 Nos.</p> <p>1500 MVA, 765/400 kV ICTs: 1 No.</p> <p>765 kV ICT bay: 2 No. [1 No. for ICT & 1 No. for Dia. completion (with provision of Switchable LR)]</p> <p>400 kV ICT bays: 4 Nos. [3 Nos. for ICT termination and 1 No. for Dia. completion (with provision of Switchable LR)]</p> <p>220 kV ICT bays: 2 Nos.</p> <p><u>GIB Duct length for 1x1500 MVA, 765/400 kV ICT:</u></p> <p>1 Ph. 765 kV GIB Duct -600 m (approx.)</p> <p>1 Ph. 400 kV GIB Duct – 625 m. (approx.)</p> <p><u>GIB Duct length for 2x500 MVA, 400/220 kV ICTs:</u></p> <p>1 Ph. 400 kV GIB – 300 m (approx.)</p> <p>1 Ph. 220 kV GIB – 750 m (approx.)</p>
3.	Implementation of 220 kV GIS line bay at Bhuj-II PS for ABREL (RJ) Projects Limited (Terminated at New 220 kV Bus Section-II)	<p>220 kV line bay – 1 No. (GIS)</p> <p><u>GIB Duct length:</u></p> <p>1 Ph. 220 kV GIB – 150 m (approx.)</p>

Note:



- Wherever required, TSP shall implement complete Dia consisting of 2 Main Bays & 1 Tie Bay required for completion of diameter (GIS) in one-and-half breaker scheme.
- GIB Bus Duct lengths are as communicated by TSP of Bhuj-II PS.
- TSP of Bhuj-II PS shall provide space for execution of above works

4.3 **Transmission System for integration of Nizamabad REZ (1 GW) and Transmission System for integration of Medak REZ (1 GW) in Telangana**

- 4.3.1 Representative of CTUIL stated that out of the identified (86 GW) RE Potential in Southern Region, 13 GW has been identified in the State of Telangana.
- 4.3.2 For optimal utilization of transmission system, power from other RE Zones in Telangana viz. Medak, Rangareddy and Karimnagar area would be pooled at Nizamabad-II PS at 765 kV voltage level. Further, out of 3.5 GW RE potential in Medak and Rangareddy, 1.5 GW each has been phased out for implementation under Phase-I. Medak and Rangareddy REZs are being integrated with Nizamabad-II PS through Medak PS – Nizamabad-II PS 400 kV (Quad ACSR moose) D/c line and Rangareddy PS – Nizamabad-II PS 400kV (Quad ACSR moose) D/c line.
- 4.3.3 The scheme was discussed in the 46th SRPC meeting held on 31.05.2023 and SRPC has forwarded the views of Southern region constituents and communicated that consensus has not been arrived for the above schemes. Southern region constituents suggested to utilize the existing transmission system for evacuation of RE power and transmission scheme may be implemented at 400 kV level at the initial stage at Nizamabad. Southern region constituents requested to take up the schemes in phased manner depending on the visibility of RE generation.
- 4.3.4 Considering the view of the Southern region constituents and SECI RE bids, a meeting was held in CEA on 06.10.2023 to decide upon the pooling stations in Telangana for evacuation of RE power in the initial phase. In the meeting, SECI informed that they have invited bids for 500 MW RE generation in Telangana state and requested that two number of pooling stations must be taken up for bidding/development in the State. Hence, the transmission schemes: (i) Transmission System for integration of Nizamabad REZ (1 GW) under Phase-I and (ii) Transmission System for integration of Medak REZ (1 GW) were agreed for implementation in Phase-I.
- 4.3.5 Representative of CTUIL stated that for proper planning of transmission system, the exact location of pooling stations both at Nizamabad and Medak has to be provided by SECI.
- 4.3.6 NCT directed SECI to provide the exact location of pooling stations at Nizamabad and Medak to CEA/CTUIL. The proposed schemes after incorporating inputs from SECI, would be taken up for discussion in next meeting of NCT.



4.4 Augmentation of transformation capacity by 1x1500 MVA (3rd), 765/400 kV ICT at Kurnool New substation in Andhra Pradesh

4.4.1 Representative of CTUIL stated that presently Kurnool New 765/400 kV Substation is under operation with 2x1500 MVA, 765/400 kV ICTs. Connectivity of 1,725 MW has been granted / agreed for grant at 400 kV level. Further, it was agreed to grant connectivity for 989 MW to M/s AM Green Energy Pvt. Ltd. at Kurnool New S/s with 1x1500 MVA, 765/400 kV (3rd ICT). He stated that augmentation of transformation capacity by 1x1500 MVA, 765/400 kV (3rd) ICT at Kurnool New S/s is required.

4.4.2 NCT approved implementation of 1x1500 MVA 765/400 kV ICT (3rd) at Kurnool New S/s under RTM route with tentative implementation timeframe of 21 months (18 months on best effort).

4.4.3 Summary of the scheme is given below:

SI No.	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Crores)	Remarks
1.	Augmentation of 1x1500 MVA (3 rd), 765/400 kV transformation capacity at Kurnool New S/s. Tentative Implementation timeframe: 21 months (18 months on best effort basis)	162	Approved under RTM by owner of existing substation

4.4.4 Detailed scope of the scheme is given below:

Sl. No.	Scope of the Transmission Scheme	Capacity /km
1.	Augmentation of 1x1500 MVA (3 rd), 765/400 kV transformation capacity at Kurnool New S/s	<ul style="list-style-type: none"> • 765/400 kV, 1500 MVA ICT – 1 No. (4x500 MVA including one spare unit) • 765 kV ICT bays – 1 No. (New bay is to be terminated in existing diameter) • 400 kV ICT bays – 1 No. (New bay is to be terminated in new diameter along with associated tie bay) • 400 kV GIS duct – 1550 m • 420 kV, SF6/Air Bushing for connecting GIS to AIS – 6 Nos.



4.5 ISTS Network Expansion scheme “Reconductoring of Raichur – Veltloor (Mahabubnagar) 400 kV S/c line with HTLS conductor”

4.5.1 Representative of CTUIL stated that the high loading on Raichur – Veltloor (Mahabubnagar) 400 kV S/c line was highlighted by SRLDC and TSTRANSCO in the Joint Study meeting of Southern Region Constituents held on 30th June – 2nd July, 2022, at SRPC, Bengaluru. During the meeting, SRLDC informed that during Peak wind season in Southern Region, the flow on Raichur – Veltloor (Mahabubnagar) 400 kV S/c line is as high as 700 MW. TSTRANSCO informed that on account of high loading on the Raichur – Veltloor (Mahabubnagar) 400 kV S/c line, TTC of Telangana is restricted.

4.5.2 After deliberations, Reconductoring of Raichur – Veltloor (Mahabubnagar) 400 kV S/c line with HTLS conductor, was approved to be implemented through RTM route with tentative implementation timeframe of 24 months.

4.5.3 Summary of the scheme is given below:

SI No.	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Crores)	Remarks
1.	Reconductoring of Raichur – Veltloor (Mahabubnagar) 400 kV S/c line with HTLS conductor Tentative Implementation timeframe: 24 months	164	Approved under RTM by owner of existing transmission line

4.5.4 Detailed scope of the scheme is given below:

Sl. No.	Scope of the Transmission Scheme	Capacity /km
1.	Reconductoring of Raichur – Veltloor (Mahabubnagar) 400 kV S/c line with HTLS conductor	Route length – 73.68 km
2.	Upgradation of 400 kV bay equipments at Veltloor (Mahabubnagar) end	
3.	Upgradation of 400 kV bay equipments at Raichur end	

4.5.5 Chairperson, CEA, opined that a comprehensive study needs to be carried out for potential reconductoring of transmission lines in a holistic manner in the country.



4.6 Eastern Region Expansion Scheme-XXXIX (ERES-XXXIX)

- 4.6.1 Govt. of Odisha had requested to establish ISTS sub-station in Gopalpur to meet the electricity requirement of upcoming Green Hydrogen and Green Ammonia plants/industries in Gopalpur, Odisha, with cumulative demand of about 3 GW by 2025-26.
- 4.6.2 Representative of CTUIL stated that as per inputs from Odisha STU there is a requirement of ISTS corridor to supply RE power from outside Odisha to such industries, to meet their RPO. Thus, keeping in view critical nature of large industrial demand and quantum of power requirement it is essential that Gopalpur S/s is feed reliably from ISTS and with high capacity lines. Accordingly, Angul – Gopalpur 765kV D/c line along with new 765/400kV GIS substation has been planned at Gopalpur.
- 4.6.3 ERPC in its 50th meeting held on 11-08-2023 had recommended the scheme and mentioned that implementation of the scheme may be taken up delinking it with the receipt of Connectivity / GNA applications from the industries
- 4.6.4 After deliberations, the scheme was recommended by NCT to be implemented through TBCB mode with tentative implementation timeframe of 30-06-2026.
- 4.6.5 Summary of the scheme is given below:

SI No.	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Crores)	Remarks
1.	Eastern Region Expansion Scheme-XXXIX (ERES-XXXIX) Tentative Implementation timeframe: 30-06-2026	2898	Recommended Under TBCB route with RECPDCL as the BPC.

- 4.6.6 Detailed scope of the scheme is given below:

Sl. No.	Scope of the Transmission Scheme	Capacity (MVA) / Line length (km)/ Nos.
1.	Establishment of new 765/400kV, 2x1500MVA GIS substation at Gopalpur in Odisha Additional space for future expansion: - 765/400kV, 4x1500MVA ICTs (12x500MVA single phase	765/400 kV, 1500MVA ICTs: 2 Nos. (7x500 MVA single phase units including one spare) 765 kV ICT bays: 2 Nos. 400 kV ICT bays: 2 Nos.



Sl. No.	Scope of the Transmission Scheme	Capacity (MVA) / Line length (km)/ Nos.
	<ul style="list-style-type: none"> - units) along with associated ICT bays at both voltage levels - 400/220kV, 4x500MVA ICTs along with associated ICT bays at both voltage levels - 765kV, 2x330MVA (6x110MVA single phase units) bus reactor along with associated bays - 420kV, 2x125MVA bus reactor along with associated bays - 8 nos. of 765kV line bays (along with space for switchable line reactor) for future lines - 10 nos. of 400kV line bays (along with space for switchable line reactor) for future lines - 12 nos. of 220kV line bays for future lines - 765kV bus sectionaliser bay: 1 set - 400kV bus sectionaliser bay: 1 set - 220kV bus sectionaliser bay :1 set - 220kV bus coupler bay: 2 no. 	<p>765 kV, 330 MVA Bus reactor: 2 Nos. (7x110 MVA single phase units including one spare unit for both bus and line reactors)</p> <p>765 kV Bus reactor bays: 2 Nos.</p> <p>420 kV, 125 MVA Bus reactor: 2 Nos.</p> <p>400 kV Bus reactor bays: 2 Nos.</p> <p>765 kV line bays: 2 Nos.</p> <p>[for termination of Angul (POWERGRID) – Gopalpur 765 kV D/c line along with 765 kV, 1x330 MVA switchable line reactor at Gopalpur end in both circuits]</p> <p>400 kV line bays: 2 Nos.</p> <p>[for termination of Gopalpur – Gopalpur (OPTCL) 400 kV D/c (Quad) line]</p> <p>765 kV, 330 MVA (3x110 MVA single phase units) switchable line reactor along with associated bay and 500 ohm NGR (with NGR bypass arrangement) [at Gopalpur end in both circuits of Angul (POWERGRID) – Gopalpur 765 kV D/c line]: 2 Nos.</p>
2.	Angul – Gopalpur 765 kV D/c line	Route length: 205 km
3.	Extension at 765kV level at Angul (POWERGRID) S/s including bus extension in GIS	<p>765 kV GIS/Hybrid line bays (along with space for future switchable line reactor): 2 nos. [for termination of Angul (POWERGRID) – Gopalpur 765kV D/c line]</p> <p>including bus extension in GIS of about 3000 m</p>



Sl. No.	Scope of the Transmission Scheme	Capacity (MVA) / Line length (km)/ Nos.
4.	Gopalpur – Gopalpur (OPTCL) 400kV D/c (Quad) line [@]	Route length: 20 km (approx.)
5.	Extension at 400kV level at [#] Gopalpur (OPTCL) GIS S/s	400 kV GIS line bays: 2 nos. [for termination of Gopalpur – Gopalpur (OPTCL) 400kV D/c (Quad) line] + [#] 2 nos. for diameter completion

Note:

- (a) [@]Gopalpur (OPTCL) is being taken up for implementation and is expected to be awarded by Mar 2024. As per OPTCL's input, 20 km line length has been considered between 765/400kV (ISTS) and 400/220kV (Intra-state) substations at Gopalpur.
- (b) [#]The bus scheme of 400kV level at Gopalpur (OPTCL) GIS S/s shall be one and half breaker scheme, 2 nos. full diameter i.e. 4 nos. of GIS bays needs to be implemented in the scheme for requirement of 2 nos. GIS bays for termination of Gopalpur (OPTCL) – Gopalpur 400kV D/c (Quad) line in two different diameters. Utilisation of other 2 nos. GIS bays of these diameters shall be identified in future.
- (c) OPTCL shall provide space at under implementation Gopalpur (OPTCL) 400/220kV GIS S/s for implementation of 2 nos. of 400kV GIS line bays for termination of Gopalpur (ISTS) – Gopalpur (OPTCL) 400kV D/c (Quad) line. 2 nos. full diameter i.e. 4 nos. GIS bays shall be established.
- (d) POWERGRID shall provide space at Angul (POWERGRID) 765/400kV S/s for implementation of 2 nos. of 765kV line bays (along with space for future switchable line reactor) along with bus extension in GIS for termination Angul (POWERGRID) – Gopalpur 765kV D/c line.

4.7 Eastern Region Generation Scheme-I (ERGS-I)

4.7.1 Representative of CTUIL stated that ISTS Connectivity of 2000 MW has been provided to M/s NLC India Limited for its upcoming Talabira (3x800 MW) generation project through LILO of both circuits of Angul – Sundargarh (Jharsuguda) 765 kV 2xS/c lines at NLC-Talabira generation switchyard. Tentative implementation timeframe is 01.05.2027.

4.7.2 NCT approved implementation of Eastern Region Generation Scheme-I (ERGS-I) with details given below to be implemented through TBCB mode.

4.7.3 Summary of the scheme is given below:

SI No.	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Crores)	Remarks



1.	Eastern Region Generation Scheme-I (ERGS-I) Tentative Implementation timeframe: 01-05-2027	413.16	Approved under TBCB with BPC being PFCCCL
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4.7.4 Detailed scope of the scheme is given below:

Sl. No.	Scope of the Transmission Scheme	Capacity (MVA) / Line length (km)/ Nos.
1.	LILO of both circuits of Angul – Sundargarh (Jharsuguda) 765 kV 2xS/c lines at NLC-Talabira generation switchyard	50 km (25 km Loop in and 25 km Loop out)

Note: NLC India Ltd. shall provide following at 765kV level its Talabira generation switchyard:

a. 2 no. 765 kV GIS line bays with PIR in different diameters for termination of Talabira – Sundargarh (Jharsuguda) 765 kV D/c line.

b. 2 no. of 765kV GIS line bays with PIR in different diameters for termination of Talabira –Angul 765kV D/c line, each with 765kV, 1x240MVar (3x80MVar single phase units) switchable line reactor along with 400ohm NGR (with NGR bypass arrangement). There shall be total 7x80MVar single phase units against 2x240MVar line reactors and the 7th 1- phase unit shall be spare as hot stand by. The spare 1-phase shunt reactor unit shall be placed and connected in such a way that the spare unit can be utilized without its physical movement. Further, the connection arrangement of switchable line reactors shall be such that it can be used as line reactor as well as bus reactor with suitable NGR bypass arrangement.

4.8 North Eastern Region Expansion Scheme-XXI Part-B

4.8.1 Representative of CTUIL stated that the existing 132 kV Badarpur (POWERGRID) switching station was commissioned in 1999 and shall be completing 25 years in service by 2024. POWERGRID, the owner of the substation has informed that they are facing issues in O&M of the switching station and to improve the reliability it would be prudent to upgrade the switching station from single main and transfer bus scheme to double main transfer bus scheme by converting from AIS to Green GIS. Further, in a meeting held under chairpersonship of Member (Power Systems), CEA, it was agreed that upgradation of Badarpur (POWERGRID) 132 kV switching station from Single Main and Transfer Bus scheme to Double Main Bus scheme may be taken up by converting from AIS to Green GIS as a pilot project

4.8.2 CMD, Grid-India stated that adoption of new technology like Green GIS shall be encouraged by taking up small pilot projects like upgradation of 132 kV Badarpur S/s.

4.8.3 On the query of urgency, CTUIL stated that there is no immediate requirement of upgradation.



4.8.4 After deliberations, it was felt prudent that additional discussions are essential on the new technology such as major benefits of Green GIS, availability of Green GIS vendors in India, additional cost implication (conventional GIS vis-à-vis Green GIS) etc. Accordingly, it was decided to defer the scheme at present and take it up after additional discussions.

4.9 OPGW installation on existing line 765/400 kV Pune (PG) (GIS) – 400 kV Parli (PG) line which is to be LILOed at Kallam Substations under TBCB project.

4.9.1 Representative of CTUIL stated that as there is no OPGW on existing line 765/400 kV Pune (PG) (GIS) – 400 kV Parli (PG) line and without OPGW availability on the main line, redundancy of data communication of the new Kallam substation to RLDC cannot be maintained. Further OPGW installation on above line shall create one more intra-state ISTS communication paths. Thus, OPGW needs to be provided by replacing one earthwire on the main D/C existing line and integrating it with OPGW of the upcoming LILO section.

4.9.2 The scheme was deliberated in the 46th & 47th TCC/ WRPC meeting held on 2-3 Feb & 14-15 June 2023 respectively. After deliberations, WRPC concurred the proposal of “Supply and Installation of OPGW on existing line which is to be LILOed at Kallam Substation under TBCB project” at estimated cost of Rs 14 Cr excluding taxes.

4.9.3 NCT approved the scheme for OPGW installation on existing line 765/400 kV Pune (PG) (GIS) – 400 kV Parli (PG) line which is to be LILOed at Kallam Substations under TBCB project for implementation through RTM mode with tentative implementation timeframe of 24 months.

4.9.4 Summary of the scheme is given below:

SI No.	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Crores)	Remarks
1.	Supply and Installation of OPGW on existing line 765/400kV Pune (PG) (GIS) – 400kV Parli (PG) line which is to be LILOed at Kallam Substation under TBCB project namely “Transmission system for evacuation of power from RE projects in Osmanabad area (1 GW) in Maharashtra” Tentative Implementation timeframe: 24 months	14	Through M/s Western Transmission Power Ltd. (M/s Adani) on RTM mode.



4.9.5 Detailed scope of the scheme is given below:

Sl. No.	Scope of the Transmission Scheme
1.	The OPGW Supply and installation alongwith accessories on the following line by replacing the existing one no. earthwire by Live Line installation: ➤ 765/400kV Pune (PG) (GIS) – 400kV Parli (PG) line
2.	STM-16, 3 MSP (FOTEs of requisite configuration at Pune, Parli for establishing the communication in between Pune-Kallam-Parli.

4.10 OPGW installation on Itarsi-Dhule Transmission Line

4.10.1 Representative of CTUIL stated that the OPGW on main line i.e. Itarsi-Dhule line installed by POWERGRID in 2003 is at the end of useful life and the link is an important connectivity to send data of sub-stations of MP locations to WRLDC.

4.10.2 The proposal was deliberated in 46th & 47th TCC/ WRPC meeting held on 2-3 Feb & 14-15 June 2023 respectively WRPC agreed to the installation of OPGW on 400kV Itarsi-Dhule (403 Km) to be installed on the 2nd peak of transmission line under ongoing WRCSS project for an estimated cost of Rs 16 Crores Excluding taxes.

4.10.3 NCT approved OPGW installation on Itarsi-Dhule Transmission Line through RTM mode with tentative implementation timeframe of 24 months.

4.10.4 Summary of the scheme is given below:

SI No.	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Crores)	Remarks
1.	OPGW installation on Itarsi-Dhule Transmission Line Tentative Implementation timeframe: 24 months	15.4	Through POWERGRID on RTM mode

4.10.5 Detailed scope of the scheme is given below:

SI No.	Name of the scheme	Scope of the scheme
1.	OPGW installation on Itarsi-Dhule Transmission Line	1. Supply and installation of 24F OPGW for 403km. 2. STM-16, 5 MSP FOTE for Dhule S/s and repeater station. 3. Repeater Shelter including all shelter items/ Equipment i.e. telecom repeater



		equipment, auxiliary infrastructure like DG, SMPS, battery bank etc. in between Dhule-Khandwa section as the line length is approx. 263 km. Repeater location may be finalized by transmission licensee preferably in existing ISTS/STU substations for optimizing operation & maintenance of repeater.
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4.11 Additional FOTE at AGC locations for Redundancy in NER region

4.11.1 Representative of CTUIL stated that additional FOTE at all AGC operated generating stations in North Eastern region is required in view of resource disjoint and criticality of AGC operation for grid operation purpose as failure of single equipment may lead to disruption in AGC operation. Further, at many locations redundant ethernet port are not available as per NLDC requirement.

4.11.2 This scheme was approved by the NERPC in its 24th meeting.

4.11.3 NCT approved implementation of Additional FOTE at Loktak and Bongaigaon AGC locations in NER region, under RTM mode with tentative implementation timeframe of 06 months.

4.11.4 Summary of the scheme is given below:

SI No.	Name of the scheme and tentative implementation timeframe	Estimated Cost (₹ Crores)	Remarks
1.	Additional FOTE at Loktak and Bongaigaon AGC locations in NER region Tentative Implementation timeframe: 06 months	0.4	Through POWERGRID on RTM mode.

4.11.5 Detailed scope of the scheme is given below

SI No.	Name of the scheme	Scope of the scheme
1.	Additional FOTE at Loktak and Bongaigaon AGC locations in NER region.	One no. of FOTE STM-16 at Loktak and One no of FOTE STM-16 at Bongaigaon is proposed.



Summary of the deliberations of the 16th meeting of NCT held on 30th November, 2023

I. Modification in the earlier approved/notified transmission schemes:

1. Transmission System for Evacuation of power from potential renewable energy zone in Khavda area of Gujarat under Phase-IV (7 GW): Part B

The following changes were approved in the scheme:

- i. Deletion of 2x500 MVA, 400/220 kV ICTs at South Olpad GIS S/s,
- ii. Change in minimum capacity of twin HTLS conductor from 1700 MVA to 2100 MVA for LILO of Gandhar-Hazira 400 kV D/c line at South Olpad (GIS)

2. Additional 1x500 MVA 400/220 kV (9th) ICT, for injection from any additional RE project (other than 4000 MW injection under SECI bids upto Tranche IV) at Bhuj PS

The implementation of Additional 1x500 MVA 400/220 kV (9th) ICT at Bhuj PS was agreed to be implemented under RTM by POWERGRID. The scheme had already been awarded to POWERGRID under RTM vide MoP OM dated 30.01.2019. The scheme is now required to ensure reliable evacuation of power.

3. Spare Reactor (1-ph, 1x80 MVA) unit at 765/400 kV Beawar S/s under Rajasthan REZ Ph-IV (Part-2: 5.5 GW) (Jaisalmer/ Barmer Complex): Part D scheme

Incorporation of 1x80 MVA (1-ph) spare Reactor unit at Beawar S/s, under the transmission scheme: "Transmission system for evacuation of power from Rajasthan REZ Ph-IV (Part-2:5.5 GW) (Jaisalmer/ Barmer Complex): Part D".

4. Change in Scope of Transmission system for evacuation of power from Rajasthan REZ Ph-IV (Part-1: Bikaner Complex)- Part-A package

Concurred deletion 1 no. of 220 kV line bay at Bikaner-III PS from Transmission system for evacuation of power from Rajasthan REZ Ph-IV (Part1) (Bikaner Complex)-Part-A.

II. ISTS Transmission schemes, costing between Rs 100 Crore to Rs 500 Crore, approved by NCT:

a) The transmission schemes approved by NCT under RTM route is given below:

Sl. No.	Name of Transmission Scheme	Implementation Mode	Tentative Implementation timeframe	Allocated to	Estimated Cost (Rs. Crs)
1.	Augmentation of transformation capacity at 765/400 kV Indore S/s in Madhya Pradesh.	RTM	18 months	POWERGR ID	126



2.	Augmentation of 1x1500 MVA (3rd), 765/400 kV transformation capacity at Kurnool New S/s.	RTM	21 months (18 months on best effort basis)	POWERGR ID	162
3.	Reconductoring of Raichur – Veltoor (Mahabubnagar) 400 kV S/c line with HTLS conductor	RTM	24 months	POWERGR ID	164

b) The transmission schemes approved by NCT under TBCB route is given below:

Sl. No.	Name of Transmission Scheme	Implementation Mode	Tentative Implementation timeframe	BPC	Estimated Cost (Rs. Crs)
1.	Augmentation of transformation capacity at Bhuj-II PS (GIS)	TBCB	21 months	PFCCCL	428
2.	Eastern Region Generation Scheme-I (ERGS-I)	TBCB	01.05.2027	PFCCCL	413.16

The broad scope of above ISTS scheme, approved by NCT for implementation through TBCB route to be notified in Gazette of India is as given below:



Sl. No.	Name of Scheme & Tentative implementation timeframe	Broad Scope	Bid Process Coordinator
1.	Augmentation of transformation capacity at Bhuj-II PS (GIS) 21 months	i. Augmentation of transformation capacity at Bhuj-II PS (GIS) by 2x500MVA, 400/220kV ICT (5th & 6th) and by 1x1500MVA, 765/400kV ICT (3rd) ii. Implementation of 220 kV GIS line bay at Bhuj-II PS for ABREL (RJ) Projects Limited (Detailed scope as approved by 16th NCT and subsequent amendments thereof)	PFCCCL
2.	Eastern Region Generation Scheme-I (ERGS-I) 01.05.2027	i. LILO of both circuits of Angul – Sundargarh (Jharsuguda) 765kV 2xS/c lines at NLC-Talabira generation switchyard (Detailed scope as approved by 16th NCT and subsequent amendments thereof)	PFCCCL

III. ISTS Transmission schemes, costing greater than Rs 500 Crore, recommended by NCT to MoP:

The ISTS transmission schemes recommended by NCT to MoP are given below:

Sl. No.	Name of Transmission Scheme	Implementation Mode	Tentative Implementation timeframe	BPC	Estimated Cost (Rs. Crs)
1.	Network Expansion Scheme in Navinal (Mundra) area of Gujarat for drawal of power in the area	TBCB	21 months	PFCCCL	2,383
2.	Eastern Region Expansion Scheme-XXXIX (ERES-XXXIX)	TBCB	30-06-2026	RECPDCL	2,898

The broad scope of ISTS schemes, recommended by NCT to MoP for implementation through TBCB mode, to be notified in Gazette of India is as given below:



Sl. No.	Name of Scheme & Tentative implementation timeframe	Broad Scope	Bid Process Coordinator
1.	Network Expansion Scheme in Navinal (Mundra) area of Gujarat for drawal of power in the area 21 months	i. Establishment of 4x1500 MVA, 765/400 kV Navinal(Mundra) S/s (GIS) with 2x330 MVAR, 765 kV & 1x125MVA, 420 kV bus reactors ii. LILO of Bhuj-II – Lakadia 765 kV D/c line at Navinal(Mundra) (GIS) S/s with associated bays at Navinal (Mundra) (GIS) S/s iii. Installation of 1x330 MVA switchable line reactor on each ckt at Navinal end of Lakadia – Navinal 765 kV D/c line (formed after above LILO) (Detailed scope as approved by 16th NCT and subsequent amendments thereof)	PFCCCL
2.	Eastern Region Expansion Scheme-XXXIX (ERES-XXXIX) 30-06-2026	i. Establishment of new 765/400kV, 2x1500MVA GIS substation at Gopalpur in Odisha ii. Angul – Gopalpur 765kV D/c line iii. Extension at 765kV level at Angul (POWERGRID) S/s including bus extension in GIS iv. Gopalpur – Gopalpur (OPTCL) 400kV D/c (Quad) line v. Extension at 400kV level at Gopalpur (OPTCL) GIS S/s (Detailed scope as approved by 16th NCT and subsequent amendments thereof)	RECPDCL

IV. ISTS communication schemes approved by NCT:



Sl. No.	Name of Communication Scheme	Implementation Mode	Tentative implementation timeframe	Implementing Agency	Estimated Cost (Rs Cr)
1.	Supply and Installation of OPGW on existing line 765/400kV Pune (PG) (GIS) – 400kV Parli (PG) line which is to be LILOed at Kallam Substation under TBCB project namely “Transmission system for evacuation of power from RE projects in Osmanabad area (1 GW) in Maharashtra”	RTM	24 months	M/s Western Transmission Power Ltd. (M/s Adani)	14
2.	OPGW installation on Itarsi-Dhule Transmission Line	RTM	24 months	POWER GRID	15.4
3.	Additional FOTE at Loktak and Bongaigaon AGC locations in NER region	RTM	06 months	POWER GRID	0.4



List of participants of the 16th meeting of NCT**CEA:**

1. Sh. Ghanshyam Prasad, Chairperson, CEA & Chairman, NCT
2. Sh. Ajay Talegaonkar, Member (E&C)
3. Sh. Ishan Sharan, Chief Engineer (PSPA-I)
4. Sh. B.S. Bairwa, Director (PSPA-II)
5. Sh. LEN J.B, Director (PCD)
6. Sh. Ganeshwara Rao, Deputy Director (PSPA-I)
7. Sh. Deepanshu Rastogi, Deputy Director (PSPA-II)
8. Sh. Pranay Garg, Deputy Director (PSPA-II)
9. Sh. Ajay Malav, Assistant Director (PSPA-II)
10. Sh. Prateek Jadaun, Assistant Director (PSPA-II)
11. Sh. Manish Kumar Verma, Assistant Director (PSPA-II)

MoP:

1. Om Kant Shukla, Director (Trans.)

MNRE:

1. Sh. Tarun Singh, Scientist D

SECI:

1. Sh. R.K. Agarwal, Consultant

NITI Aayog:

1. Sh. Manoj Kr. Upadhyay, Deputy Adviser

CTUIL:

1. Sh. P.C Garg, COO
2. Sh. Ashok Pal, Deputy COO
3. Sh. P.S Das, Sr GM
4. Sh. V. Thiagarajan, Sr GM
5. Sh. Anil Kr. Meena, GM
6. Sh. Sandeep Kumawat, DGM
7. Sh. Abhijit Jha, CM
8. Sh. Kunal Sagar, CM
9. Sh. Pratyush Singh, Chief Manager
10. Sh. Manish Ranjan Keshari, Chief Manager
11. Sh. Shashank, Manager
12. Sh. Abhilash Thakur, Engineer

GRID India:

1. Sh. S.R. Narasimhan, CMD
2. Sh. Surajit Banarjee, CGM
3. Sh. Vivek Pandey, GM



4. Sh. Rahul Shukla, CM
5. Sh. Priyam Jain, Manager
6. Sh. Gaurab Dash, AM

RECPDCL

1. Sh. P.S Hariharan, CGM (Transmission)



No.15/3/2018-Trans-Pt(5)
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg, New Delhi

Dated, the 28th October 2021

OFFICE ORDER

Subject: - Re-constitution of the “National Committee on Transmission” (NCT) - reg.

In super-session of this Ministry's Office Order No. 15/3/2017-Trans dated 04.11.2019, regarding constitution of the National Committee on Transmission (NCT) and subsequent amendment issued vide this Ministry's Office Order No. 15/3/2018-Trans Pt(5) dated 20.05.2021, the undersigned is directed to state that the composition and terms of reference of the existing NCT are amended as mentioned below:

1. Composition of NCT

1	Chairperson, Central Electricity Authority (CEA)	Chairman
2	Member(Power System), CEA	Member
3	Member(Economic & Commercial), CEA	Member
4	Joint Secretary level officer nominated by Secretary, MNRE	Member
5	Director(Trans), M/o Power, Govt. of India	Member
6	Chief Operating Officer, Central Transmission Utility	Member
7	CMD POSOCO	Member
8	Advisor(Energy) , NITI Aayog	Member
9	Two experts from Power Sector to be nominated by MoP*	Members
10	Chief Engineer (from Power System Wing), CEA	Member Secretary

* Will be nominated for a maximum period of two years from the date of their nomination.

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 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.



Signature
28/10/2021

- iii. The CTU after consulting Regional Power Committee(s) [RPC(s)] shall submit the proposal for expansion of ISTS to the NCT for their consideration. For proposal upto Rs. 500 crores, prior consultation with RPC would not be required.
 - iv. As per provision of Electricity (Planning, Development and Recovery of ISTS charges) Rules 2021, the CTU shall also prepare a five-year rolling plan for ISTS capacity addition every year. The Annual Plan shall be put up to the NCT six months in advance, e.g. The Annual Plan for FY 2023-24 will be put up before the NCT by 30th September 2022..
 - v. After considering the recommendations of the CTU and views of the RPCs, the NCT shall propose expansion of ISTS after assessing the trend of growth in demand and generation in various regions, constraints, if any, in the inter- State, inter- Region transfer of power, which are likely to arise in the near term/ medium term, so that transmission does not constrain the growth.
 - vi. The NCT shall formulate the packages for the proposed transmission schemes for their implementation.
 - vii. The NCT shall estimate the cost of transmission packages and may constitute a cost committee for this purpose.
 - 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.
 - ix. The NCT shall allocate the task of carrying out survey amongst the CTU and Bid Process Coordinators by maintaining a roster.
3. The NCT meetings shall be held every quarter, and on monthly basis, if required.
 4. While making their recommendations,
 - i. the NCT shall keep in mind the relevant Act, Rules, Regulation, policies and guidelines such as but not limited to - Electricity Act 2003, National Electricity Policy, Tariff Policy, Electricity (Transmission System Planning, Development and Recovery of Inter-State Transmission Charges) Rules, 2021, Guidelines for Encouraging Competition in Development of Transmission Projects, Tariff based Competitive Bidding Guidelines for Transmission Service and any specific advice received from MoP.
 - ii. For enabling growth of Renewable Energy (RE) capacity, areas which have high solar/wind energy potential, as identified by Ministry of New and Renewable Energy



Signature
28/10/2021

(MNRE), need to be connected to ISTS, so that the RE capacity can come up there. This is a national mission as a part of our energy transition goal.

5. This issues with the approval of the Hon'ble Minister of Power and New & Renewable Energy.

Bihari Lal
28/10/2021
(Bihari Lal)

Under Secretary to the Govt. of India

Telefax: 23325242

Email: transdesk-mop@nic.in

To

1. All Members of NCT.
2. Secretary, Ministry of New & Renewable Energy, Govt. of India.
3. Chairperson, CEA, New Delhi.
4. Secretary, CERC
5. CMDs of all CPSUs under the Ministry of Power, Govt. of India.
6. Heads of all autonomous bodies under the Ministry of Power, Govt. of India.
7. Finance/ Budget Section, Ministry of Power.
8. Power/ Energy Secretaries of all States/UTs.
9. Chief Executives of all State Power Transmission Utilities.
10. CEO, NITI Aayog, New Delhi.

Copy to:

- i. PS to Hon'ble MoP/ PS to Hon'ble MoSP/Sr PPS/ PPS/ PS to Secretary(Power)/ AS&FA/ AS(SKGR)/ AS(VKD)/ all Joint Secretaries/ Economic Advisor/ Chief Engineer(Th)/ all Directors/ Dy. Secretaries, Ministry of Power.
- ii. Technical Director, NIC, M/o Power, for publishing this order on the website of M/o Power.

Bihari Lal
28/10/2021





भारत सरकार
Government of India
विद्युत मंत्रालय
Ministry of Power
केन्द्रीय विद्युत प्राधिकरण
Central Electricity Authority
विद्युत प्रणाली योजना एवं मूल्यांकन प्रभाग-II
Power System Planning & Appraisal Division-II

सेवा में / To

Chief Operating Officer, CTUIL
Saudamini, Plot No. 2,
Sector-29, Gurgaon-122001

विषय/Subject: Implementation of ISTS Transmission/Communication Schemes approved
by NCT in its 16th meeting held on 30.11.2023- regarding

महोदय/Sir,

The undersigned is directed to inform that NCT has approved implementation of the following ISTS Transmission and Communication Schemes in its 16th meeting held on 30.11.2023, in line with MoP office order dated 28.10.2021 and MoP Guidelines dated 09th March, 2022, to be implemented through Regulated Tariff Mechanism (RTM) route by agency as indicated below:

I. ISTS schemes costing between Rs. 100 Crs to Rs. 500 Crs approved by NCT:

Sl. No.	Name of Transmission Scheme	Implement ation Mode	Tentative Implementati on timeframe	Implementin g Agency	Estimated Cost (Rs. Crs)
1.	Augmentation of transformation capacity at 765/400 kV Indore S/s in Madhya Pradesh.	RTM	18 months	POWERGRID	126
2.	Augmentation of 1x1500 MVA (3rd), 765/400 kV transformation capacity at Kurnool New S/s.	RTM	21 months (18 months on best effort basis)	POWERGRID	162
3.	Reconductoring of Raichur - Veltor (Mahabubnagar) 400 kV S/c line with HTLS conductor	RTM	24 months	POWERGRID	164



I/32645/2023

II. Communication scheme approved by NCT:

Sl. No.	Name of Communication Scheme	Implementation Mode	Tentative implementation timeframe	Implementing Agency	Estimated Cost (Rs Cr)
1.	Supply and Installation of OPGW on existing line 765/400kV Pune (PG) (GIS) – 400kV Parli (PG) line which is to be LILOed at Kallam Substation under TBCB project namely “Transmission system for evacuation of power from RE projects in Osmanabad area (1 GW) in Maharashtra”	RTM	24 months	M/s Western Transmission Power Ltd. (M/s Adani)	14
2.	OPGW installation on Itarsi-Dhule Transmission Line	RTM	24 months	POWER GRID	15.4
3.	Additional FOTE at Loktak and Bongaigaon AGC locations in NER region	RTM	06 months	POWER GRID	0.4

The above schemes are awarded to CTUIL for implementation under RTM mode. CTUIL is requested to take necessary action for entering into a concession agreement with the respective agency for implementation of the above schemes.

Detailed scope of the schemes are as per minutes of the meeting. Copy of the minutes are enclosed.

भवदीय / Yours faithfully,

Encl.: As above.

Rakesh Goyal
26/11/2023

(राकेश गोयल/Rakesh Goyal)

मुख्य अभियंता /Chief Engineer &

Member Secretary (NCT)

Copy to:

Joint Secretary (Trans), Ministry of Power, Shram Shakti Bhawan, New Delhi-110001



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. No.: CTUIL/OM/11/16th NCT

27th December 2023

<p>1. The Chairman & Managing Director Power Grid Corporation of India Ltd., Saudamini, Plot No. 2, Sector-29, Gurgaon- 122 001.</p>	<p>2. Shri Sanjay Johari Vice President (Business Development) M/s Western Transmission Power Ltd. (M/s Adani Energy Solutions Ltd.) 5th Floor Adani Corporate House, Shantigram, S.G. highway, Ahmedabad – 382421, Gujarat.</p>
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Sub: Implementation of ISTS Transmission/Communication Schemes approved by NCT in its 16th meeting held on 30-11-2023 under Regulated Tariff Mechanism (RTM).

NCT vide letter dated 26-12-2023 has awarded the following ISTS Transmission/Communication Scheme for its implementation under RTM mode by implementing agencies as indicated in the table below:

Sl. No.	Transmission/Communication Schemes	Implementing Agency
I. ISTS costing between Rs. 100Cr. To Rs. 500 Crs.:		
1.	Augmentation of transformation capacity at 765/400 kV Indore S/s in Madhya Pradesh.	POWERGRID
2.	Augmentation of 1x1500 MVA (3rd), 765/400 kV transformation capacity at Kurnool New S/s.	POWERGRID
3.	Reconductoring of Raichur – Veltor (Mahabubnagar) 400 kV S/c line with HTLS conductor	POWERGRID
II. Communication schemes approved by NCT:		
1.	Supply and Installation of OPGW on existing line 765/400kV Pune (PG)(GIS) – 400kV Parli (PG) line which is to be LILoed at Kallam Substation under TBCB project namely “Transmission system for evacuation of power from RE projects in Osmanabad area (1GW) in Maharashtra”	M/s Western Transmission Power Ltd. (M/s Adani Energy Solutions Ltd.)
2.	OPGW installation on Itarsi-Dhule Transmission Line	POWERGRID
3.	Additional FOTE at Loktak and Bongaigaon AGC locations in NER region.	POWERGRID

Copy of NCT letter dated 26-12-2023 in this regard is enclosed at **Annexure-I**. The detailed scope of work along with implementation time frame for the above Transmission/Communication Schemes shall be as per the enclosed letter of NCT.

The implementing agency shall enter into a concession agreement with CTUIL for implementation of aforementioned Transmission/Communication Schemes. However, pending finalization of



Concession Agreement, it is requested to initiate necessary actions for implementation of the
aforementioned Transmission/Communication Schemes.

This is for your kind information and necessary action, please.

Yours faithfully,



(Partha Sarathi Das)
Sr General Manager

Encl.: as stated.



Application Form for Grant of Transmission licence**1. Particulars of the Applicant**

SN	Particulars	Details
i.	Name of the Applicant	Western Transco Power Ltd (WTPL)
ii.	Status	Public Limited Company
iii.	Address	Adani House, Nr. Mithakhali Six Roads, Navrangpura, Ahmedabad 380009
iv.	Name, Designation & Address of the Contact Person	Shri Bhavesh Kundalia, Western Transco Power Ltd. Adani House, Shantigram, 3 rd Floor, South Wing, SG Highway, Ahmedabad - 382421
v.	Contact Telephone No	9099991282
vi.	Fax No	079-25556601
vii.	Email ID	bhavesh.kundalia@adani.com
viii.	Place of Incorporation/Registration	Gujarat
ix.	Year of Incorporation/Registration	2018
x.	Following documents are to be enclosed	
	a) Certificate of Registration	Annexure 9
	b) Copy of Board resolution	Annexure 11

2. Particulars of the Project for which licence is being sought:

WTPL has been granted licence no. 6/Transmission/CERC by Hon'ble Commission. However, Central Transmission Utility of India Limited (CTU) has approved implementation of Transmission System for Supply and Installation of OPGW on existing Line between 765/400kV Pune (PG)(GIS)-400kV Parli (PG) on Regulated Tariff Mechanism (RTM) route. Hence, WTPL has sought Grant of licence for the following:

a) Transmission Lines:

S No	Name (end-points Location)	Voltage Class (kV)	Length (km)	Type (S/C or D/C)
1	Supply and Installation of OPGW on existing Line between 765/400kV Pune (PG)(GIS)-400kV Parli (PG) line	-	266.90	-

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
-	-	-	-	-	-

c) Commissioning Schedule: 24 months from issue of OM by CTU dated 27.12.2023

c) Identified Long-Term transmission customers of the Project:

1. MP Power Trading Company Ltd. (MP Tradeco)
2. Gujarat Urja Vikas Nigam Ltd. (GUVNL)
3. Maharashtra State Electricity Distribution Company Ltd. (MSEDCL)
4. Chhattisgarh State Power Distribution Co. Limited (CSPDCL)
5. Electricity Department, On behalf of Governor of Goa (EDG)
6. Electricity Department, Administration of Daman & Diu. (D&D)
7. Electricity Department, Administration of Dadra & Nagar Haveli (DNH)U.T.
8. M P Audyogik Kendra Vikas Nigam Ltd. (MPAKVNL)

e) Any other relevant information: Nil

3. Levelised transmission charges in case of project selected through the transparent process of competitive bidding and estimated completion cost of the project in other cases: -

4. In case applicant has been selected in accordance with the guidelines for competitive bidding, enclose:

(a) Recommendation of selection by the Empowered Committee: - Not Applicable

(b) Evaluation report made public by the Bid Process Coordinator: - Not applicable

5. List of documents enclosed:

Name of the Document

a) Certificate of Registration: Annexure 9

b) MoA & AoA: Annexure 10

c) Copy of Board Resolution: Annexure 11

Bundelia



(Signature of the Applicant)

Dated: 11.03.2024

Place: Ahmedabad



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

RoC Bhavan, Opp Rupal Park Society Behind Ankur Bus Stop, Ahmedabad, Gujarat, India, 380013

Corporate Identity Number: U40300GJ2016PLC105283

SECTION 13(5) OF THE COMPANIES ACT, 2013

Certificate of Registration of Regional Director order for Change of State

M/s WESTERN TRANSCO POWER 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 Maharashtra to the Gujarat and such alteration having been confirmed by an order of Regional Director bearing the date 08/10/2018.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Ahmedabad this Twenty sixth day of November Two thousand eighteen.



SUDHIR LILADHAR PHAYE
Deputy RoC
Registrar of Companies
RoC - Ahmedabad

Mailing Address as per record available in Registrar of Companies office:

WESTERN TRANSCO POWER LIMITED

Adani House, Nr. Mithakhali Six Roads, Navrangpura, Ahmedabad, Ahmedabad,
Gujarat, India, 380009





**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 and rule 18 the Companies (Incorporation) Rules, 2014]

I hereby certify that WESTERN TRANSCO POWER LIMITED is incorporated on this Twenty sixth day of December Two thousand sixteen under the Companies Act, 2013 and that the company is limited by shares.

The CIN of the company is U40300MH2016PLC288938.

Given under my hand at Manesar this Twenty sixth day of December Two thousand sixteen .

DS MINISTRY OF
CORPORATE
AFFAIRS 01

Mr. Arya Jayant Pyarelal
Deputy Registrar of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

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

Mailing Address as per record available in Registrar of Companies office:

WESTERN TRANSCO POWER LIMITED

502 Plot no.91/94 Prabhat Colony, Santacruz (East), Mumbai, Mumbai City,
Maharashtra, India, 400055



THE COMPANIES ACT, 2013
A COMPANY LIMITED BY SHARES
(Incorporated under the Companies Act, 2013)
ARTICLES OF ASSOCIATION
OF
WESTERN TRANSCO POWER LIMITED

Table 'F' Excluded

1. The regulations contained in the Table marked 'F' in schedule I of the Companies Act, 2013 shall not apply to the Company except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.
2. The regulations for the management of the company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the company with reference to deletion or alteration or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.

Interpretation

- I. (1) In these regulations-
 - (a) "the Act" means the Companies Act, 2013, or any statutory modifications or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.
 - (b) "Articles" means these articles of association of the company or as altered from time to time.
 - (c) "Board of Directors" or "Board", means collective body of the directors of the Company.
 - (d) "Rules" means the applicable rules for the time being in force as prescribed by the relevant sections of the Act.
 - (e) "seal" means the common seal of the company.
 - (f) "Beneficial Owner" means a person whose name is recorded as such with a Depository.
 - (g) "Depository" means a company formed and registered under the Companies Act, 1956, and which has been granted a certificate of registration under the Securities and Exchange Board of India Act, 1992;
 - (h) "Depository Act" means the Depository Act, 1996 or any statutory modification or re-enactment thereof;
 - (i) "Registered Owner" means a Depository whose name is entered as such in the records of the Company;
 - (j) "Security" means such security as may be specified by the Securities and Exchange Board of India from time to time.
- (2) 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.



(3) Dematerialisation/ Rematerialisation of Securities

Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize/rematerialize its securities and to offer securities in the dematerialized form pursuant to the Depositories Act.

(4) Securities in fungible form

All securities held by a Depository shall be dematerialized and shall be in fungible form. No Certificate shall be issued for the securities held by the Depository.

(5) Transfer of Securities

Nothing contained in these Articles shall apply to transfer of securities held in Depository.

(6) Allotment of Securities

Where the securities are dealt with in a Depository, the Company shall intimate the details of allotment of relevant securities to the Depository on allotment of such securities.

(7) Register and index of Beneficial Owners

The Register and Index of Beneficial Owners maintained by a Depository under the Depository Act shall be deemed to be a Register and Index of Members and other security holders.

(8) Rights of Depository and Beneficial Owners

As a registered owner, Depository shall not have any voting rights or any other rights in respect of the securities held by it.

Every person whose name is entered as the beneficial owner of shares in the records of the Depository shall be deemed to be a member of the Company. Every beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the securities, which are held by the Depository.

Share capital and variation of rights

II.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. All issuance of securities shall be in compliance with the provisions of the Act and the Rules and Regulations thereunder, including but not limited to issuance by way of public offer or private placement, as may be applicable.

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 one month 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.
 - (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.



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 special 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:

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 authorizing 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.

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 recognised 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 the shares.
- (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.
- (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 non payment 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 (ii) 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 (iii), 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 (A) and partly in that specified in sub-clause (B);
 - (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 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. Unless and until otherwise determined by the company in the General Meeting the number of directors shall not be less than three and not more than fifteen including directors nominated by financial institutions.

The following are the first directors of the company

1. Shri Kapil Sharma S/O Late Shri Ramakant Sharma
2. Shri Aashay Khandwala S/O Shri Sanat Ratanlal Khandwala
3. Shri Arunabha Saha S/O Shri Jaymangal Saha

The Company shall also appoint independent directors as may be required by the Act.

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 think 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.
- (ii) 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.
- 64A.* Notwithstanding anything to the contrary contained in these Articles, so long as any moneys shall be owing by the Company to the any financial institutions, corporations, banks or such other financing entities, or so long as any of the aforesaid banks, financial institutions or such other financing entities hold any shares/debentures in the Company as a result of subscription or so long as any guarantee given by any of the aforesaid financial institutions or such other financing entities in respect of any financial obligation or commitment of the Company remains outstanding, then in that event any of the said financial institutions or such other financing entities shall, subject to an agreement in that behalf between it and the Company, have a right but not an obligation, to appoint one or more persons as Director(s) on the Board of Director as their nominee on the Board of Company. The aforesaid financial institutions or such other financing entities may at any time and from time to time remove the Nominee Director appointed by it and may in the event of such removal and also in case of the Nominee Director ceasing to hold office for any reason whatsoever including resignation or death, appoint other or others to fill up the vacancy. Such appointment or removal shall be made in writing by the relevant corporation and shall be delivered to the Company and the Company shall have no power to remove the Nominee Director from office. Each such Nominee Director shall be entitled to attend all General Meetings, Board Meetings and meetings of the Committee of which he is a member and he and the financial institutions or such other financing entities appointing him shall also be entitled to receive notice of all such meetings.

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.

* Clause 64A inserted pursuant to the special resolution passed by the Shareholders of the Company at the Extra Ordinary General Meeting of the Company held on 18th November, 2017.



- (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.
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 summoning a 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 and in accordance with the provisions of the Act, constitute committees or sub-committees; and, subject to the provisions of the Act, delegate any of its powers to committees/ Sub Committees consisting of such member or members of its body as it thinks fit.
- (ii) Any committee/sub Committee so formed 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/Sub 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/sub-committee may meet and adjourn as it thinks fit.
- (ii) Questions arising at any meeting of a committee/sub-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/sub-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/sub-committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee/sub-committee, shall be



valid and effective as if it had been passed at a meeting of the Board or committee/sub-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 think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
- (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.

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 equalizing 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, think 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 through electronic transfer as or, in the case of joint holders, to the registered address/bank account 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.

The Articles are signed by each subscriber of the memorandum of association who shall add his address, description and occupation, if any, in the presence of at least one witness who shall attest the signature and shall likewise add his address, description and occupation, if any, and such signatures shall be in form specified below:

Borrowing Powers of the Board

- 89.** (i) The Board may from time to time at its discretion borrow and secure the repayment of any sum of money for the purposes of the Company; provided that the Board shall not, except as permitted under the financing documents with banks and financial institutions and with the consent of the Company in general meeting (in the manner required under the relevant provisions of the Act and Rules thereunder), borrow moneys, where the moneys to be borrowed by the Company (apart from temporary loans from the Company's bankers in the ordinary course of business) will exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose of the Company.
- (ii) Subject to the provisions of clause (a) above, the Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit by the issue of bonds perpetual or redeemable, debentures or debenture stock or mortgage or charge or other security on the whole of the undertaking or any part thereof on any property of the Company (both present and future) including its uncalled capital for the time being. Any bonds, debentures, debenture stock or other securities issued or to be issued by the Company shall be under the control of the Board which may issue them on such terms and conditions and in such manner and for such consideration as it shall consider to be for the benefit of the Company.

Common Seal of the Company

- 90.** The Board shall provide a seal for the purpose of the Company and shall have the power from time to time to destroy the same and substitute a new seal in lieu thereof and the Board shall provide for the safe custody of the seal for the time being.

The seal 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 until the Board otherwise determines every deed or other instrument to which the seal is required to be affixed shall, unless the same is executed by duly a constituted Attorney for the Company, be signed by that Director or such other person aforesaid in whose presence the seal of the Company shall have been affixed provided nevertheless that any instrument bearing the seal of the company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity in the affixture thereof.



Name, Addresses, Occupation, Description of the Subscribers	Signature of witness with Address, Description and Occupation	
<p>Reliance Infrastructure Limited, H Block, st Floor, Dhirubhai Ambani knowledge City, Navi Mumbai 400710 Occupation: Business through Shri Ramesh Shenoy son of Shri Ganpati Shenoy , E-115, Bussa Apts, B. M. Bhargava Marg, Santacruz (West), Mumbai 400056</p> <p>Occupation: Service</p>	<p style="text-align: center;">SriIatha T G SD/- Daughter of Thiru Gopal, resident of F-428 F Wing , E2 Highway park C H S, Near Avenue Hotel, Thakur Complex , Kandivali East , Mumbai 400101 Occupation: Service</p>	
<p>Kirti Desai daughter of Shri Ganpat Sawant, resident of C-101, Krishna Building, Vasant Sagar Complex, Thakur Village, Kandivali (East) Mumbai 400101</p> <p>Occupation: Service</p>		
<p>Abhijit Banerjee son of Rasamoy Banerjee, resident of 604, Sicily Marvel, Plot No.51, sector 12B, Kopar khairne s.o , Navi Mumbai 400 709</p> <p>Occupation: Service</p>		
<p>Prakash Khedekar son of Pandurang Khedekar, resident of 103, Swaraj Palace, Near Kopar Khairane Railway Station, Sector 12D, Plot No 12D/ 13D, Kopar Khairane, Thane 400709</p> <p>Occupation: Service</p>		
<p>Harshada Dhavale daughter of Ravindra Dhavale, resident of 2 Ketayun Mansion Sahaji Raje Marg Koldongari Vile Parle East Mumbai 400057</p> <p>Occupation: Service</p>		
<p>Rupesh Noronha son of Leo Augustine Noronha, resident of 11/101 BSES Staff Quarters, Bandra sion Link Road Dharavi Mumbai 400017</p> <p>Occupation: Service</p>		
<p>Shailesh Deshpande son of Chandrakant Deshpande, resident of 604, Gorai Omkar Prasad CHS. , Plot no.46, Gorai part 2, Borivali(w) 400091</p> <p>Occupation: Service</p>		

Dated 22nd day of December 2016

Place: Mumbai

For WESTERN TRANSCO POWER LIMITED



Director / Authorised Signatory



THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
WESTERN TRANSCO POWER LIMITED

- I. The name of the Company is **WESTERN TRANSCO POWER LIMITED**
- II. The Registered Office of the Company will be situated in the State of Gujarat.¹
- III. The objects for which the Company is established are:
- A THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
1. To carry on the business of establishing, commissioning, setting up, operating and maintaining electric power transmission systems/networks, power systems, generating stations based on conventional/ non-conventional resources for evacuation, transmission, distribution or supply of power through establishing or using stations, tie-lines, sub-stations and transmission or distribution lines in any manner including build, own and transfer (BOT), and/or build, own and operate (BOO) and/or build, own, lease and transfer (BOLT), and/or build, own, operate and transfer (BOOT), and/or build, own, operate and maintain (BOOM) basis or otherwise, and to acquire in any manner power transmission systems/networks, power systems, generation stations, tie-lines, sub-stations and transmission or distribution systems from State Electricity Boards, Vidyut Boards, Power Utilities, Generating Companies, Transmission Companies, Distribution Companies, Central or State Government Undertakings, Licensees, other local authorities or statutory bodies, other captive or independent power producers and distributors and to do all the ancillary, related or connected activities as may be considered necessary or beneficial or desirable for or along with any or all of the aforesaid purposes which can be conveniently carried on these systems, networks or platforms.
 2. To enter into business and to own assets such as dark fiber, right of way, duct space and transmission towers along with rights to operate, maintain and modifications to the OPGW strands and transmission towers and to provide the same on a leasehold/rental basis to other entities including communication service providers U/S 4 of Indian Telegraph Act. 1885, desirous of obtaining such services, on mutually agreed terms and conditions for the provision of multiple services such as data, voice, internet, sub-leasing, and adjunct services associated with Telecommunications.²
- B OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS OF THE COMPANY ARE:**
1. To design, implement, manufacture, test, build, sell, buy, export, import, hire, deal, act as agents, propose, develop, execute and train in areas of and relating to micro, mini and main frame computer software and hardware, digital and analogue data processing devices and systems, computer related technologies, information systems and processes, computer based systems and applications, software and hardware of any type or description including all future developments.

¹ Clause II amended pursuant to Special Resolution passed by the Shareholders at Extra-Ordinary General Meeting of the Company held on 20th July, 2018.

² Inserted vide Special Resolution Passed by the Members of the Company at Extra-Ordinary General Meeting held on 22nd December, 2023



2. To do the business to take over any existing Company(ies) with its assets and liabilities, or to acquire and undertake the whole or any part of the business, property and liabilities of any person, firm, corporation or company having similar objects by way of exchange for its shares or otherwise and to enter into, make and perform contracts of every kind and description, agreements and arrangements with any person, firm, association, corporation, municipality, country, state, body or government for the business of the Company.
3. To buy and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, receptacles, substances, materials, articles and things necessary or convenient for carrying on any of the businesses or processes of the Company.
4. To employ or engage staff to carry out the objects and to acquire from any person, firm or body corporate whether in India or elsewhere technical information, know-how, grants or licences.
5. To form, establish, promote, subsidise, aid, acquire, organise or be interested in any other company or companies, or partnership of acquiring all or any of the undertaking, property and liabilities of the Company or of any shares therein by way of exchange for its shares or otherwise.
6. To amalgamate with any other Company having objects altogether or in part similar to those of the Company or otherwise.
7. To purchase, or to acquire on lease, rent, hire, lease out, occupy, allow to be occupied or otherwise and use any freehold, leasehold or other immovable property and any land, forests, plantations, estates, shops, warehouses, showrooms, workshops, offices, buildings, premises, works, plant and machinery, computers, any information technology equipments, software, stock-in-trade, water-ways, easements or other rights or interests in any land, buildings and premises or any other immovable or movable, real or personal property or right which the Company may think necessary or convenient for the purpose of its business and as to any real property, either in consideration of a gross sum or of a rent charged in cash, services or kind or on perpetual lease rent or partly in one way and partly in another or others.
8. To enter into negotiations with company and other persons and acquire by grant, purchase, lease, licence or otherwise, other rights and benefits and to obtain financial and/or technical collaboration, technical information, know-how and expert advice for the conduct of the Company's business.
9. To buy, refine, manipulate, import, export and deal in substances, apparatus and things required by any customers or persons having dealings with the Company.
10. To repair, alter, remodel, clean, renovate, convert, manipulate and prepare for any goods from time to time belonging to the Company.



11. To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertaking and of any assets, property or rights of the Company.
12. To purchase, take on lease or license or tenancy or in exchange, hire or otherwise any real and/or personal property and any rights or privileges, which the Company may think necessary or convenient for the purposes of its business or may enhance the value of any other property of the Company and, in particular, any land (freehold, leasehold or other tenure), building, easement, machinery, plant and stock-in-trade and on any such lands to erect buildings, factories, sheds, godowns or other structures for the works and purposes of the Company and also for the residence and amenity of its employees, staff and other workmen and erect and install machinery and plant and other equipments deemed necessary or convenient or profitable for the purposes of the Company and either to retain any property to be acquired for the purposes of the Company's business or to turn the same to account as may seem expedient.
13. To acquire, alter, build, construct, maintain, enlarge, pull down, remove or replace, improve or develop and to work, manage and control any buildings, offices, factories, mills, foundries, refineries, furnaces, godowns, warehouses, shops, machinery, engines, roads, ways, railways, tramways, water-ways or other means of transport, sidings, bridges, reservoirs, dams, water-courses, water systems, wharves, electrical works, gas works or works operated by any other kind of power and also such other machinery, equipment, conveyances, works and conveniences which may seem calculated directly or indirectly to advance the interests of the Company and to subsidise, contribute to or otherwise assist or take part in doing any of these things and/or to join with any other person or company or with any Government or Governmental authority in doing any of these things.
14. To let on lease or on hire-purchase system or to lend or otherwise dispose of any property belonging to the Company and to finance the purchase of any article or articles, whether made by the Company or not, by way of loans or by the purchase of any such article or articles and the letting thereof on the hire-purchase system or otherwise howsoever.
15. To sell, lease, mortgage, grant licences, easements and other rights over and in any other manner whatsoever, to transfer, deal with or dispose of the undertaking, property, assets, rights and effects of the Company or any part thereof, for such consideration as the Company may think fit and, in particular, for shares, stocks, debentures or other securities of any other company whether or not having objects altogether or in part similar to those of the Company.
16. To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any person, firm or company, carrying on or proposing to carry on any business which this Company is authorised to carry on or possessed of, property or rights suitable for any of the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company and to purchase, acquire, sell and deal in property, shares, stocks, debenture-stock of any such person, firm or company and to conduct,



make or to carry into effect any arrangements in regard to the winding up of the business of any such person, firm or company.

17. To amalgamate, enter into partnership or into any arrangement for sharing profits or losses or for any union of interest, joint-venture, reciprocal concession or co-operation with any person or persons or company or companies carrying on or engaged in or about to carry on or engage in or being authorised to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or which can be carried on in conjunction therewith.
18. To establish or promote or concur or be interested in establishing or promoting any company or companies, for having similar objects the purpose of acquiring all or any of the property, rights and liabilities of the Company of or for any other purpose whatsoever and to transfer to any such company any property of this Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company and to subsidise or otherwise assist any such other company.
19. To underwrite, acquire by purchase, subscription or otherwise and to receive, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares, stocks or warrants, rights, bonds, debentures, notes, trust receipts or other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporation, companies, associations, firms, trusts or persons, public or private or by the Government of India or by any foreign government or by any state, territory, province, municipality or other political subdivision or by any governmental agency and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof.
20. To purchase, produce or otherwise acquire, invest in, own, hold, use, lease, mortgage, pledge, sell, assign, transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description to attain the objects.
21. To acquire, hold, use, sell, assign, lease, grant licences in respect of, mortgage, pledge or otherwise dispose of in any part of the world any patents of India, patent rights, licences and privileges, inventions, improvements and processes, copyrights, trademarks, trade names, concessions and formulas, whatsoever and to apply for, purchase or otherwise acquire and protect and renew in any part of the world any patents, patent rights, brevets d'invention, trade marks, designs, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to or otherwise turn to account the property, right or information so acquired and to expend money in experimenting upon, testing or improving any such patents, inventions or rights and without prejudice to the generality of the above any contracts, monopolies or concessions for or in relation to the



supply and sale of any products or other substances, materials, articles or things or equipment for or in relation to the construction, execution, carrying out, improvement, management, administration or control of any works and conveniences required for the purpose of carrying out, any of the businesses which the Company is entitled to carry on and to undertake, execute, carry out, dispose of or otherwise turn to account, such contracts, monopolies or concessions.

22. To enter into any arrangement with any Government or Authority, Central, State, Local or Foreign or public body or persons or authority or from any private individual that may seem conducive to the Company's objects or any of them and to obtain from any such Government, Authority, person or company any concessions, grants, decrees, rights, charters, contracts, licences, powers and privileges whatsoever which may seem to the Company capable of being turned to account or which the Company may think directly or indirectly conducive to any of its objects or capable of being carried on in connection with its business and to work, develop, carry out, exercise and turn to account the same.
23. To acquire and take-over the whole or any part of the business, goodwill, trademark, property and liabilities of any person or persons, firm, corporation or undertakings, either existing or newly engaged in or carrying on and conducting any business which this company is authorised to carry on and to pay for the same either in cash or in shares or any securities or in part or combination thereof.
24. To acquire, hold and deal in stocks, shares, debentures, debenture-stocks, bonds, obligations or securities.
25. To negotiate and enter into agreements and contracts, with individuals, companies, corporations, and any other organisations or entities in India or abroad for technical, financial or any other assistance or collaboration for carrying out all or any of the objects of the company or for the purpose of activating research and development of manufacturing projects on the basis of know-how, financial participation or technical collaboration and acquire necessary formulates and patent rights for furthering the objects of the company.
26. To enter into partnership or any arrangement for sharing profits, union or interest, co-operation, joint venture, reciprocal concessions or otherwise with any person, firm or company, carrying on or engaged in any business or transaction which this Company is authorised to carry on and to amalgamate with any other Company in India or abroad.
27. To promote, form, register, aid in the promotion, formation and registration of any company or companies, subsidiary or otherwise for the purpose of acquiring all or any of the properties, rights and liabilities of this Company and to transfer to any such company any property of this Company and be interested in or take or otherwise acquire, hold, sell or otherwise dispose of shares, stock, debentures, and other securities in or of any such company, subsidiary or otherwise for all or any of objects mentioned in this Memorandum and to assist any such Company and to undertake the management and secretarial or other work, duties and business on such terms as may be arranged.



28. To borrow, raise or secure the payment, of any money or to receive money as loan on interest for any of the objects of the Company and at such time or times as may be thought fit, by promissory notes, bills of exchange, bills of lading, warrants or other negotiable instrument or taking credit by opening current accounts or over-draft accounts with any person, firm, bank or company and whether with or without any security or by such other means as the Directors may in their absolute discretion deem expedient and in particular by the issue of debentures or debenture stock, perpetual or otherwise and in security for any such money so borrowed, raised or received and of any such debentures or debenture stock so issued, to mortgage, pledge or charge the whole or any part of the property and assets of the Company, both present and future, including its uncalled capital, by special assignment or otherwise or to transfer or convey the same absolutely in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off such securities, provided that the Company shall not carry on the business of banking within the meaning of Banking Regulation Act, 1949. Acceptance of deposits shall be subject to the provisions of the Companies Act, 2013 and rules and regulations made thereunder.
29. To provide for the welfare of employees or ex-employees (including Directors and other Officers) of the Company and families or the dependants or connections of such persons, by building or contributing to the building of houses, dwellings, by grants of money, pensions, allowances, bonus or other payments or by creating and from time to time, subscribing or contributing to provident fund and other associations, consultations, funds or trusts and or by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other assistance as the Company shall think fit.
30. To apply for, promote and obtain under any Act of Parliament, charter, privilege, concession, licence or authorisation of any Government, State or Municipality, provisional order or licence of any authority for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient and to contest directly or indirectly any legislation, proceedings or applications which may seem disadvantageous or prejudicial to the interests of the Company.
31. To acquire from any person, firm, body corporate or entity whether in India or elsewhere, technical information, know-how, processes, engineering, manufacturing and operating data, plans, lay outs and blue prints useful for the design, erection and operation of plant required for any of the businesses of the Company and to acquire any grant or licence and other rights and benefits in the foregoing matters and things.
32. To pay for any rights, privileges or property acquired or to be acquired by the Company and to remunerate any person or company for services rendered or to be rendered to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.



33. To guarantee or become liable for the payment of money for the performance of any obligation and to undertake and carry on and execute all kinds of financial, commercial, trading and other operations.
34. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory provident, pension or superannuation funds for the benefit of and give or procure the giving of gratuities, pension, allowances or emoluments, to any persons who are or were at any time in the employment or service of the Company or who are or were at any time the Directors or Officers of the Company or the wives, widows, families and dependents of any such persons and also establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to the benefit of or to advance the interest and well being of the Company and make payments to or towards the insurance of any such person as aforesaid.
35. To give to any officers or employees of the Company any share or interest in the profits of the Company's business or any branch thereof and whether carried on by means or through the agency of any subsidiary company or not and for that purpose to enter into any arrangements the Company may think fit.
36. To train or arrange for the training in India or abroad of any of the Company's employees or any other person, in the interest of or in furtherance of the Company's objects.
37. To provide boarding and/or residential facilities for employees of the Company and in connection therewith.
38. To institute and to defend any suit, appeal, petition, application of any nature whatsoever or to take out execution or refer or agree to refer any claim, demand, dispute or any other question, by or against the Company or in which the Company is interested or concerned and whether between the Company and the member or members or his or their representative(s) or between the Company and third parties, to arbitration in India or at any place outside India and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
39. To pay out of the funds of the Company all costs, charges and expenses which the Company may lawfully pay with respect to the promotion, formation and registration of the Company and/or the issue of its capital or which the Company shall consider to be preliminary, including therein the cost of advertising, printing and stationery and commission for obtaining application for taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company and expenses attendant upon the formation of agencies, branches and local boards.
40. To pay for services upon any issue of shares, debentures or other securities of the Company or for raising resources and otherwise to employ bankers, managers, brokers, commission agents and underwriters and to provide for the remuneration of such persons for their services by payment in cash or by the issue of shares, debentures or other securities of the Company or by the granting of options to take the same or in any other manner allowed by law.



41. To lend and advance money or to give credit to such persons or companies and on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to guarantee the performance of any contract or obligation and the payment of money of or by any such persons or companies and to give guarantees and indemnities.
42. To invest and deal with moneys of the Company not immediately required in any manner.
43. To take or concur in taking all such steps and proceedings as may seem best calculated to uphold and support the credit of the Company and to obtain and justify public confidence and to avert or minimize financial disturbances, which might affect the Company.
44. To issue or guarantee the issue of or the payment of interest on the shares, debentures, debenture stock or other security or obligations of any company or association and to pay or provide for brokerage, commission and underwriting in respect of any such issue.
45. To subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any person or companies and in particular, customers of the Company or any person or companies with whom the Company may have or intend to have business relations.
46. To invest any real or personal property, rights or interests acquired by or belonging to the Company in any persons or company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
47. To procure the recognition of the Company in any country, state or place and to establish and regulate agencies for the purpose of the Company's business.
48. To receive money on deposit or to borrow or raise money with or without security or to secure the payment or repayment of moneys or the satisfaction, observance or performance of any obligation or liability undertaken or incurred by the Company in such manner as the Company thinks fit and in particular by mortgage or charge upon the undertaking or any part of the undertaking of the company or upon all or any assets of the Company or by the creation and issue of debentures or debenture stock (perpetual or terminable) charges as aforesaid or constituting or supported by a floating charge upon present and future property including unclaimed and called unpaid capital.
49. To lend and advance money or give credit to any person or company; to guarantee and give guarantee or indemnities for the payment of money of the performance of contracts obligations by any person or company; to secure or undertake in any way the repayment of moneys lent or advanced to or the liabilities incurred by any person or company; and otherwise to assist any person or company.
50. Subject to the provisions of any laws in force, to buy and sell foreign currency and exchange and to accept money for remittance to all countries and accept deposits of



- money on loan at interest or without interest for the purpose of the business of the Company.
51. To advance, deposit or lend money and property to or lend money and property to or with such persons and on such terms as may seem expedient and to discount, buy, sell bills, notes, warrants, coupons and other negotiable or transferable documents.
 52. To collect rents and debts and to negotiate loans, to issue shares, stocks, debenture stocks or other securities out of surplus funds of the Company.
 53. To appoint any persons (whether incorporated or not) to accept and hold in trust for the company any property belonging to the company or in which it is interested and for any other purposes and to execute necessary documents in relation to any such trustee or trustees.
 54. To promote or assist in the promotion of any company for the purpose of acquiring the undertaking of all or any of the property and undertaking or any of the liabilities of this Company or of undertaking any business or operation which may seem directly or indirectly likely to assist or benefit this company or to enhance the value of any property or business of this company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or debenture stock or securities of any such company and to subsidise or otherwise assist any such company.
 55. To distribute inspecie or otherwise any property of the Company or any proceeds of sale or disposal of any property of the Company in the event of winding up of the Company subject to the provisions of the Companies Act, 2013 and rules and regulations made thereunder.
 56. To operate branch of a business which this Company is authorised to carry on by means or through the agency of any subsidiary company or companies and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangements which may seem desirable with reference to any business or branch so carried on, including power at any time either temporarily or permanently to close any such business or branch and to act as Managers or to appoint Directors or Managers of any such subsidiary company.
 57. To open Branch Office anywhere in India or abroad.
 58. To open current, fixed, overdraft or other accounts with any bank and to pay into and to draw money from such accounts.
 59. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.



60. To borrow or raise money and to ensure the repayment of any money borrowed, raised or owing in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charges upon and by mortgage, charge, lien, debentures or debenture stock of and on the whole or any part of the company's property or assets (both present or future), including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person or company of any obligation undertaken by the company or any other person or company as the case may be.
61. To establish or aid in the establishment of to contribute to and to support or guarantee funds, trusts, insurance or pension scheme and to make payment of gratuities and to make or enter into any other arrangement calculated or likely to benefit any person or persons who are or have any time been employed by the company or its predecessors in business and the dependants or relatives of such person or persons.
62. To establish and or aid in the establishment and or support of and to make donations or subscription to or to subsidise any association, fund, institution, place of worship, school, society or any other body.
63. To make donations and in any other manner to give aid, assistance and help to any person, firm, company, association, society or other body or for any object or purpose.
64. To undertake CSR activities and donate and to assist execution and promotion programs thereof either directly or through an independent agency or in any other manner. Without prejudice to the generality of the foregoing programme of rural development shall also include any programme for promoting the social and economic welfare of or the uplift of the public in any rural area likely to promote and assist rural development and that the words 'rural area' shall include such area as may be regarded as rural areas under Section 35CC of the Income-tax Act, 1961 or any other law relating to rural development for the time being in force and in order to implement any of the above mentioned objects or purposes transfer without consideration or at a fair or concessional value and divest the ownership of any property of the Company to or in favour of any Public or Local Body or Authority of Central or State-Government or any Public Institutions or Trusts established under any law for the time being in force or recognised or approved by the Central Government or State Government or any other authority specified in that behalf.
65. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging social and moral responsibilities of the Company to the public or any section of the public as also any activity likely to promote national welfare or social, economic or moral uplift of the public or any section of the public and undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspaper, or for organising lectures or seminars likely to advance these objects or for giving merit awards, for giving scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting or assisting any institution, trust having any one of the aforesaid objects as one of its objects, by giving donations or otherwise in any other manner and in order to



implement any of the above mentioned objects or purposes transfer without consideration or at a fair or concessional value and divest the ownership of any property of the Company to or in favour of any Public or Local Body or Authority or Central or State Government or any Public Institutions or Trusts established under any law for the time being in force or recognised or approved by the Central Government or State Government or any other authority specified in that behalf.

- IV. The liability of member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- V. The Authorized share capital of the Company is Rs.11,00,00,000/- (Rupees Eleven Crores only) divided into 1,00,00,000 (One Crore) equity shares of Rs. 10/- each and 10,00,000 (Ten Lakhs) Compulsorily Convertible Preference Shares of Rs. 10/- each.

* Clause V amended pursuant to the Special Resolution passed by the Shareholders of the Company at the Extra Ordinary General Meeting of the Company held on 2nd November, 2017



S.No.	Subscriber Details				153
	Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of shares taken	DSC	Dated
1	Reliance Infrastructure Limited, H Block, st Floor, Dhirubhai Ambani knowledge City, Navi Mumbai 400710 Occupation: Business through Shri Ramesh Shenoy son of Shri Ganpati Shenoy , E-115, Bussa Apts, B. M. Bhargava Marg, Santacruz (West), Mumbai 400056 Occupation: Service	AHEPS6351D	49994 Equity	RAMESH GANPATI SHENOY <small>Digitally signed by RAMESH GANPATI SHENOY DN: cn=RAMESH GANPATI SHENOY, c=IN, o=Personal, ou=Reliance Infrastructure Limited, email=RAMESH.GANPATI@relianceinfra.com, serialNumber=2562AF2B BBF85A4E49CAE2D5 C7078E48E78C344, emailAddress=RD006A, c=IN, o=Reliance Infra, Date: 2016.12.24 17:31:34 +05'30'</small>	24/12/16
2	Kirti Desai daughter of Shri Ganpat Sawant, resident of C-101, Krishna Building, Vasant Sagar Complex, Thakur Village, Kandivali (East) Mumbai 400101 Occupation: Service	01983925	1 Equity	Kirti Vijaysi nh Desai <small>Digitally signed by Kirti Vijaysinh Desai DN: cn=Kirti Vijaysinh Desai, c=IN, o=Personal, ou=Reliance Infrastructure Limited, email=Kirti.Vijaysinh@relianceinfra.com, serialNumber=2562AF2B BBF85A4E49CAE2D5 C7078E48E78C344, emailAddress=RD006A, c=IN, o=Reliance Infra, Date: 2016.12.24 17:36:45 +05'30'</small>	24/12/16
3	Abhijit Banerjee son of Rasamoy Banerjee, resident of 604, Sicily Marvel, Plot No.51, sector 12B, Kopar khairne s.o , Navi Mumbai 400 709 Occupation: Service	00004385	1 Equity	Abhijit Rasamo y Banerjee <small>Digitally signed by Abhijit Rasamoy Banerjee DN: cn=Abhijit Rasamoy Banerjee, c=IN, o=Personal, ou=Reliance Infrastructure Limited, email=Abhijit.Rasamoy@relianceinfra.com, serialNumber=2562AF2B BBF85A4E49CAE2D5 C7078E48E78C344, emailAddress=RD006A, c=IN, o=Reliance Infra, Date: 2016.12.24 17:36:45 +05'30'</small>	24/12/16
4	Prakash Khedekar son of Pandurang Khedekar, resident of 103, Swaraj Palace, Near Kopar Khairane Railway Station, Sector 12D, Plot No 12D/ 13D, Kopar Khairnane, Thane 400709 Occupation: Service	01260382	1 Equity	Prakash Pandura ng Khedeka r <small>Digitally signed by Prakash Pandurang Khedekar DN: cn=Prakash Pandurang Khedekar, c=IN, o=Personal, ou=Reliance Infrastructure Limited, email=Prakash.Pandurang@relianceinfra.com, serialNumber=2562AF2B BBF85A4E49CAE2D5 C7078E48E78C344, emailAddress=RD006A, c=IN, o=Reliance Infra, Date: 2016.12.24 17:36:45 +05'30'</small>	24/12/16
5	Harshada Dhavale daughter of Ravindra Dhavale, resident of 2 Ketayun Mansion Sahaji Raje Marg Koldongari Vile Parle East Mumbai 400057 Occupation: Service	ASMPD6853A	1 Equity	Harshad a Ravindra Dhavale <small>Digitally signed by Harshada Dhavale DN: cn=Harshada Dhavale, c=IN, o=Personal, ou=Reliance Infrastructure Limited, email=Harshada.Dhavale@relianceinfra.com, serialNumber=2562AF2B BBF85A4E49CAE2D5 C7078E48E78C344, emailAddress=RD006A, c=IN, o=Reliance Infra, Date: 2016.12.24 17:36:45 +05'30'</small>	24/12/16
6	Rupesh Noronha son of Leo Augustine Noronha, resident of 11/101 BSES Staff Quarters, Bandra sion Link Road Dharavi Mumbai 400017 Occupation: Service	ACMPN3626R	1 Equity	Rupes h B M Noronh a <small>Digitally signed by Rupesh B M Noronha DN: cn=Rupesh B M Noronha, c=IN, o=Personal, ou=Reliance Infrastructure Limited, email=Rupesh.BM@relianceinfra.com, serialNumber=2562AF2B BBF85A4E49CAE2D5 C7078E48E78C344, emailAddress=RD006A, c=IN, o=Reliance Infra, Date: 2016.12.24 17:24:16 +05'30'</small>	24/12/16
7	Shailesh Deshpande son of Chandrakant Deshpande, resident of 604, Gorai Omkar Prasad CHS. , Plot no.46,Gorai part 2, Borivali(w) 400091 Occupation: Service	ADWPD4203F	1 Equity	Shailesh Chandra kant Deshpan de <small>Digitally signed by Shailesh Chandrakant Deshpande DN: cn=Shailesh Chandrakant Deshpande, c=IN, o=Personal, ou=Reliance Infrastructure Limited, email=Shailesh.Chandrakant@relianceinfra.com, serialNumber=2562AF2B BBF85A4E49CAE2D5 C7078E48E78C344, emailAddress=RD006A, c=IN, o=Reliance Infra, Date: 2016.12.24 17:37:31 +05'30'</small>	24/12/16
Total Shares taken			50,000.00 Equity		

Signed before Me

Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	DSC	Dated



ACS	Srilatha T G	Daughter of Thiru Gopal, resident of F428 F Wing, E2 Highway park C H S, Near Avenue Hotel, Thakur Complex, Kandivali East, Mumbai 400101	20404	Srilatha T G	24/12/16	154
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CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED BY THE BOARD OF DIRECTORS OF WESTERN TRANSCO POWER LIMITED AT THEIR MEETING HELD ON 31ST JULY 2021 AT 11.00 A.M. AT ADANI CORPORATE HOUSE, SHANTIGRAM, S G HIGHWAY, AHMEDABAD 382421

SUB: AUTHORISATION FOR SIGNING DOCUMENTS BEFORE STATUTORY AUTHORITIES

"RESOLVED THAT supersession of earlier resolution passed by the Board of Directors at its meeting held on 6th December 2018 in this regard, Mr. M.R. Krishna Rao, Mr. Bhavesh Kundalia, Mr. Matulya Shah, Mr. Afak Pothiawala, Mr. Pinkesh Kumar, Mr. Rajesh Sirigirisetty, Mr. Sameer Ganju, Mr. Tanmay Vyas, Mr. Praveen Tamak and Mr. Narendra Kumar Oza, (hereinafter referred to as Authorised Signatories of the Company) be and are hereby severally authorised to sign and submit petitions, affidavits, agreements, declarations, undertakings, deeds, Bills, submission of details of Bank Accounts or change of Bank Accounts and other documents in connection therewith or incidental thereto before Central Electricity Regulatory Commission (CERC), Appellate Tribunal for Electricity (APTEL), Power Grid Corporation of India Limited (PGCIL), Central Transmission Utility of India Ltd (CTUIL), Power System Operation Corporation Limited (POSOCO), Regional Power Committees and Regional Load Dispatch Centers and other regulatory authorities for and on behalf of the Company.

RESOLVED FURTHER THAT the above Authorised Signatories be and are hereby severally Authorised (a) to issue notices, affidavit and other documents, communications to Long Term Transmission Customers and other Parties / agencies, (b) to file Petition , Affidavit, Notices and other documents before Regulatory Commission or other Electricity body, Appellate Tribunal for Electricity and Supreme Court for issues arising out of Transmission Service Agreement, (c) to engage, appoint or remove any pleaders or advocates, and sign Vakalatnamas, power of attorney for such engagement or appointment and (d) to file appeal and defend the interest of the Company.

RESOLVED FURTHER THAT any one of the Director of the Company be and is hereby authorized to issue certified copy of this resolution.

Certified True Copy

For Western Transco Power Limited


Ishwar Kailashnath Dubey
Managing Director
DIN 07705092



Western Transco Power Limited
Registered Office: Adani Corporate House
Shantigram, S G Highway
Ahmedabad 382 421
Gujarat, India
CIN: U40300GJ2016PLC105283

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