

BEFORE
THE CENTRAL ELECTRICITY REGULATORY COMMISSION,
NEW DELHI

PETITION NO. _____ OF 2025

IN THE MATTER OF

Application under Section-14, 15, 79(1)(e) of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2024 with respect to Grant of Transmission License to Mundra I Power Transmission Limited

AND IN THE MATTER OF

Mundra I Transmission Limited

....Petitioner

Versus

Central Transmission Utility of India Limited and Ors.

....Respondents



INDEX

S.No.	Particulars	Page No
1.	Memo of Parties	4-6
2.	Affidavit on Behalf of the Petitioner	7-8
3.	Petition / Application under Section 14, 15, 79(1)(e) of the Electricity Act, 2003 for Grant of Transmission License.	9-29
4.	<u>Annexure A1</u> Copy of Government of India, Ministry of Power notification dated 12.09.2024	30-38
5.	<u>Annexure A2</u> Copy of the Certificate of Registration dated 26.12.2024 of the Petitioner Company.	39-39
6.	<u>Annexure A3</u> Memorandum and Articles of Association dated 20.12.2024 of the Petitioner Company.	40-98
7.	<u>Annexure A4</u> Copy of the Global Invitation for Qualification published in the newspapers.	99-114
8.	<u>Annexure A5</u> Copy of the Certificate dated 03.02.2025 issued by Bid Evaluation Committee.	115-115
9.	<u>Annexure A6</u>	116-120



S.No.	Particulars	Page No
	Copy of the Letter of Intent (LoI) dated 06.02.2025, along with the details of Annual Transmission Charges.	
10.	<u>Annexure A7</u> Copy of the CPG dated 18.03.2025	121-129
11.	<u>Annexure A8</u> Copy of the Share Purchase Agreement dated 20.03.2025	130-148
12.	<u>Annexure A9</u> Copy of Transmission Service Agreement (TSA) dated 20.03.2025	149-352
13.	<u>Annexure A10</u> Copy of duly filled Form-I	353-355
14.	<u>Annexure A11</u> Copy of Resolution Passed by the Board of Directors of Adani Energy Solutions Limited	356-356



Rashant Kumar
Petitioner

Place: Ahmedabad

Date: 21.03.2025

BEFORE
THE CENTRAL ELECTRICITY REGULATORY COMMISSION,
NEW DELHI

PETITION NO. _____ OF 2025

IN THE MATTER OF

Application under Section-14, 15, 79(1)(e) of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2024 with respect to Grant of Transmission License to Mundra I Transmission Limited.

AND IN THE MATTER OF

Mundra I Transmission Limited

....Petitioner

Versus

Central Transmission Utility of India Limited and Ors.

....Respondents

MEMO OF PARTIES

Mundra I Transmission Limited

Having its office at;

C-105, Anand Niketan, New Delhi 110021

.....Petitioner



Versus

1. Central Transmission Utility of India Limited
Saudamini, Plot No.2, Sector-29,
Gurgaon-122 001
2. PFC Consulting Limited
Urjanidhi, 1, Barakhamba Lane, Connaught Place,
New Delhi, DELHI - 110001
3. Madhya Pradesh Power Management Company Limited (MPPMCL)
Block No. – 11, Ground Floor, Shakti Bhavan,
Vidhyut Nagar, Rampur,
Jabalpur – 482 008, Madhya Pradesh
4. Chhattisgarh State Power Distribution Company Limited (CSPDCL)
P.O. Sunder Nagar, Dangania,
Raipur – 492013, Chhattisgarh
5. Maharashtra State Electricity Distribution Company Limited (MSEDCL),
Prakashgad, 4th Floor, Bandra (East),
Mumbai – 400051
6. Gujarat Urja Vikas Nigam Limited (GUVNL)
Vidhyut Bhavan, Race Course,
Vadodara – 390007
7. DNH Power Distribution Corporation Limited,



66 kV, Amli Ind. Estate, Silvasa – 396230

Dadar Nagar Haveli

8. Electricity department of Goa

Electricity department, Government of Goa,

Vidyut Bhavan, Near Mandvi Hotel,

Panaji, Goa – 403001

9. Dadra and Nagar Haveli and Daman and Diu

Power Distribution Corporation Limited

1st & 2nd Floor, Vidyut Bhavan, Silvassa,

Dadra and Nagar Haveli – 396230

10. MPSEZ Utilities Limited

Adani Corporate House, Shantigram,

S.G. Highway, Ahmedabad, Gujarat - 382421

.....Respondents



Pashant Kumar

Petitioner

Place: Ahmedabad

Date: 21.03.2025

S. No. 2301/2025

VIJAY C. SHAH
NOTARY
GOVT. OF INDIA

BEFORE
THE CENTRAL ELECTRICITY REGULATORY COMMISSION, NEW
DELHI

PETITION NO. _____ OF 2025

IN THE MATTER OF

Application under Section-14, 15, 79(1)(e) of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2024 with respect to Grant of Transmission License to Mundra I Transmission Limited

AND IN THE MATTER OF

Mundra I Transmission Limited

....Petitioner

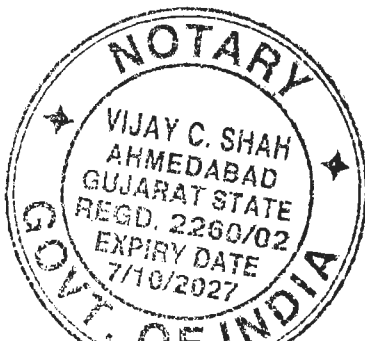
Versus


Central Transmission Utility of India Limited & Ors

....Respondents

AFFIDAVIT

I, **Prashant Kumar**, son of Sh. Jagdish Prasad, aged about 48 years, R/o B-101, Sanskar Apartments, Satellite, Ahmedabad do hereby solemnly affirm and state on oath as under:



- 
1. That I am the Authorised Representative, of the Petitioner, Mundra I Transmission 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 Mundra I Transmission Limited and have understood the contents thereof and that the contents therein are true and correct to the best of my knowledge and belief



VERIFICATION



Prashant Kumar

DEPONENT

I, **Prashant Kumar**, 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 21st March, 2025 at Ahmedabad



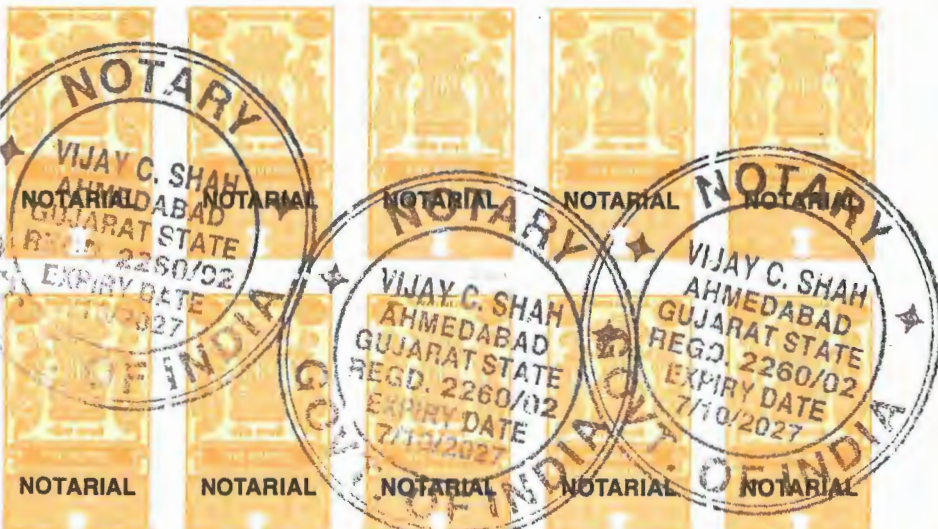
Prashant Kumar

DEPONENT

SOLEMNLY AFFIRMED
BEFORE ME

VIJAY C. SHAH
NOTARY
GOVT. OF INDIA

21 MAR 2025



BEFORE
THE CENTRAL ELECTRICITY REGULATORY COMMISSION,
NEW DELHI

PETITION NO. _____ OF 2025

IN THE MATTER OF

Application under Section-14, 15, 79(1)(e) of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2024 with respect to Grant of Transmission License to Mundra I Transmission Limited

AND IN THE MATTER OF

Mundra I Transmission Limited

....Petitioner

Versus

Central Transmission Utility of India Limited & Ors

....Respondents

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



MOST RESPECTFULLY SHOWETH:

1. It is most respectfully submitted that Mundra I Transmission Limited (herein after referred to as “Petitioner”) is filing the present Application under Section-14 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, 2024 (hereinafter referred to as “Transmission Licence Regulations”) for grant of Transmission Licence to establish transmission project for **“Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navinal S/s)”** on build, own, operate and transfer basis (hereinafter referred to as **“the project”**) consisting of following elements:

Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
1	<p>Augmentation of Transformation capacity at 765/400 kV Navinal (Mundra) S/s (GIS) by 2x1500 MVA ICTs along with 2x330 MVar, 765 kV and 2x125 MVar, 420 kV bus reactors on Bus Section-II and 1x125MVar, 420 kV bus reactor on Bus Section-I. This will involve creation of 765 kV and 400 kV Bus Sections-2 through sectionalization arrangement. The 400 kV and 765 kV Sectionaliser shall be normally closed.</p> <ul style="list-style-type: none"> • Creation of New 765 kV and 400 kV Bus Section-II • 765 kV Sectionaliser – 1 Set • 400 kV Sectionaliser – 1 set 	36 Months from SPV Transfer (20.03.2028)



Sl. No.	Scope of the Transmission Scheme	Scheduled COD in months from Effective Date
	<ul style="list-style-type: none"> 765/400 kV, 1500 MVA ICT-2 Nos. (on Sec-II) 765 kV ICT bays- 2 Nos. (on Sec-II) 400 kV ICT bays- 2 Nos. (on Sec-II) 330 MVar 765 kV bus reactor-2 Nos. (Sec-II) 125 MVar 420 kV bus reactor-3 Nos. (1 No. on Sec-I and 2 Nos. on Sec-II) 765 kV reactor bay- 2 Nos. (Sec- II) 400 kV reactor bay- 3 Nos. (1 No. on Sec-I and 2 Nos. on Sec- II) 	
2	Navinal (Mundra) (GIS) – Bhuj 765 kV D/C Line	
3	765 kV line bays at each end of Navinal (Mundra) (GIS) – Bhuj 765 kV D/C line <ul style="list-style-type: none"> 765 kV line bays-2 Nos. (AIS) (for Bhuj end) 765 kV line bays-2 Nos. (GIS) (for Navinal (Mundra) end) (on Sec-II) 	
4	±300 MVar STATCOM along with 2x125 MVar MSC and 1x125 MVar MSR at Navinal (Mundra) (GIS) 400 kV Bus section-I. <ul style="list-style-type: none"> ±300 MVar STATCOM along with 2x125MVar MSC and 1x125MVar MSR 400 kV bay – 1 No. 	
5	±300 MVar STATCOM along with 2x125 MVar MSC and 1x125 MVar MSR at Navinal (Mundra) (GIS) 400 kV Bus section-II <ul style="list-style-type: none"> ±300 MVar STATCOM along with 2x125 MVar MSC and 1x125 MVar MSR 400 kV bay – 1 No. 	

Note:

- (i) Wherever required, TSP shall implement complete Dia consisting of 2(Two) Main Bays and 1(One) Tie Bay required for completion of diameter (GIS) in one-and-half breaker scheme.
- (ii) TSP of Navinal (Mundra) S/s shall provide space for scope of work at Sl. 1, 2, 3 (for Navinal end), 4 and 5 above.
- (iii) TSP of Bhuj PS shall provide space for scope of work at Sl. 3 (for Bhuj end) above.



2. It is most respectfully submitted that Ministry of Power, Government of India, vide Gazette Notification dated 12.09.2024 has notified PFC Consulting Limited to be the Bid Process Coordinator (Hereinafter referred as “BPC”) for the purpose of selection of Bidder as Transmission Service Provider (Hereinafter referred as “TSP”) to establish Transmission System for **“Transmission system for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navinal S/s)”** through tariff based competitive bidding process.

A copy of the Government of India, Ministry of Power’s Gazette Notification is enclosed herewith and marked as ***ANNEXURE A1***.

3. Further a Company under the Companies Act 2013 by the name “Mundra I Transmission Limited” having its office at C-105, Anand Niketan, New Delhi 110021 has been incorporated on 26.12.2024 by PFC Consulting Limited (Bid Process Coordinator) as its 100% wholly owned subsidiary to initiate the activities for execution of the Project and subsequently to act as Transmission Service Provider after being acquired by the successful bidder selected through Tariff Based Competitive Bidding process. A copy of the Certificate of Registration of the Petitioner Company is enclosed herewith and marked as ***ANNEXURE A2*** and a copy of the Memorandum



of Association and Articles of Association of the Petitioner Company is enclosed herewith and marked as **ANNEXURE A3**.

4. It is further submitted that BPC had initiated the selection of successful bidder to acquire the TSP in accordance with the "*Tariff Based Competitive Bidding Guidelines for Transmission Service*" and "*Guidelines for Encouraging Competition in Development of Transmission Projects*" issued by Government of India, Ministry of Power under Section-63 of the Electricity Act, 2003. Copy of the Global Invitation for Qualification as published in the newspapers is enclosed herewith and marked as **ANNEXURE A4**.
5. It is most respectfully submitted that pursuant to the process of competitive bidding conducted by the BPC, M/s. Adani Energy Solutions Limited has been declared as the successful bidder. Copy of the Certificate by Bid Evaluation Committee is enclosed herewith and marked as **ANNEXURE A5**.
6. Further, on 06.02.2025 the BPC issued a Letter of Intent (hereinafter referred to as "**LoI**") to M/s Adani Energy Solutions Limited. A copy of the Letter of Intent (LoI) along with the details of Annual Transmission Charges is enclosed herewith and marked as **ANNEXURE A6**.



7. It is humbly submitted that as per the Clause 2.15.4 of Request for Proposal (RFP), the TSP/Petitioner is required to apply for Grant of Transmission Licence within 5 working days from the date of acquisition of SPV.
8. It is humbly submitted that in accordance with the LoI, Adani Energy Solutions Limited on 18.03.2025 has furnished the Contract Performance Guarantees (CPG) for an aggregate value of **Rs. 45,50,00,000/- (Rupees Forty Five Crore Fifty Lakh)** separately in favour of Central Transmission Utility of India Limited. Copy of the CPG dated 18.03.2025 is enclosed herewith and marked as **ANNEXURE A7**.
9. M/s Adani Energy Solutions Limited has acquired Mundra I Transmission Limited on 20.03.2025 after execution of the Share Purchase Agreement and completing all procedural requirements as specified in the bid documents. A copy of the Share Purchase Agreement is enclosed herewith and marked as **ANNEXURE A8**.
10. Further the Transmission Service Agreement (TSA) dated 20.03.2025 entered between the Central Transmission Utility of India Limited (Nodal Agency) and “Mundra I Transmission Limited” was provided by the BPC and the same is enclosed herewith and marked as **ANNEXURE A9**.



11. 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 in accordance with the TSA and under Section 14 of the Electricity Act, 2003 is filing the present Petition/Application inter-alia seeking grant of Transmission Licence for the Project explained above.
12. Further, it is most respectfully submitted that Section 15(1) of the Act provides that every application under Section 14 shall be made in such manner and in such form as may be specified by the Appropriate Commission and shall be accompanied with such fees as may be prescribed. Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2024 and as per Regulation-4 of the aforementioned Regulations, a person selected through the process under the guidelines for



competitive bidding is eligible for grant of licence for which the Petitioner is constrained to approach this Commission.

13. That the Petitioner, Mundra I Transmission Limited, incorporated under the Companies Act, 2013 is a 100% wholly owned subsidiary of Adani Energy Solutions Limited who has been selected through Tariff Based Competitive Bidding as per the Tariff Based Bidding Guidelines for Transmission Service issued by the Government of India, Ministry of Power and thus eligible for issuance of transmission licence.
14. It is submitted that the grant of transmission license is a condition of Transmission Service Agreement and is also a requirement in law without which the Petitioner cannot proceed with the establishment of the Transmission System.
15. The Hon'ble Commission in its CERC (Procedure, Terms & Conditions for grant of Transmission Licence and other related matters) Regulations, 2024 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 5(1) of the said Regulation. Copy of duly filled Form-I along with the Resolution passed by the Board of Directors of Adani



Energy Solutions Limited is enclosed herewith and marked as *ANNEXURE A10* and *ANNEXURE A11* respectively.

16. 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 5(3) of CERC (Procedure, Terms and Conditions of Transmission Licence and other related matters) Regulations, 2024.
17. 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 5(3) of CERC (Procedure, Terms and Conditions of Transmission Licence and other related matters) Regulations, 2024 for the recommendation, if any, in accordance with Section 15 (4) simultaneously along with submission of this petition to Hon'ble Commission.
18. The Petitioner has posted the Application for grant of Transmission Licence on the website www.adanienergysolutions.com as per Regulation 5(4) of CERC (Procedure, Terms and Conditions of Transmission Licence and other related matters) Regulations, 2024 so as to facilitate the access to the Application by any person through internet. The petitioner shall publish a notice of its application in Form 2 prescribed under Regulation 5(5) of



CERC (Procedure, Terms and Conditions of Transmission Licence and other related matters) Regulations, 2024 for inviting comments from general public. This notice shall also be uploaded on website of petitioner.

19. Keeping in view 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, 2024 and therefore the Hon'ble Commission may grant the prayer as prayed for.
20. It is submitted that as per Request for Proposal ('RFP') under the bidding process the definition of "RFP Project Documents" shall mean the Transmission Service Agreement and the Share Purchase Agreement ('SPA'). It is submitted that the TSA has been executed between the Transmission Service Provider ('TSP') and Central Transmission Utility of India Limited (CTUIL) which is part of RfP Project Documents. The terms of the said TSA are binding on the parties to the said agreement. It is submitted that claims, if any, made by the applicant shall be in accordance with the provisions of the RFP project documents.
21. It is most respectfully submitted that the above right is without any prejudice to the rights of the Applicant/Transmission license as provided



for in the Electricity Act, TSA including the laws governing the TSA and Regulations etc.

22. It is humbly submitted that the bidding process was governed by the Tariff Based Competitive Bidding Guidelines for the Transmission Services and Standard Bidding Documents issued by the Ministry of Power. The tariff quoted inter alia takes into consideration the rights and obligations of the developer including the provisions available to claim time and cost variations as allowed in the TSA.
23. The terms of the TSA are binding on the parties (TSP & CTUIL) to the said agreement and any claim for escalation of transmission charges or for extension of time in pursuance of such competitive bidding process need to be dealt with in accordance with the terms contained in the bidding documents including the TSA. Post selection of the successful bidder and the decision to award the project, there cannot be a review of the bidding terms including in regard to the scope of the implications of the clauses such as force majeure, change in law etc. stipulated in the TSA. Further there are provisions in law such as Section 56 of the Indian Contract Act, 1872, which deals with the frustration of contract, impossibility of Performance etc. giving statutory remedies to the contracting parties. The Hon'ble Commission and other judicial forums have provided reliefs in the past in various cases as per the terms of the contract or as per the provisions



of law where events occurrence during implementation are not attributable to the developers. Also, in terms of Section 28 of the Indian Contract Act, 1872, no restraint in taking legal proceedings in future can be validly placed.

24. It is further stated that in terms of the TSA the Applicant would implement the project as per the provisions of the Article 16.4 of the Transmission Service Agreement ('TSA'), which reads as under: -

"16.4 Parties to Perform Obligations:

Notwithstanding the existence of any Dispute and difference referred to the Commission as provided in Article 16.3 and save as the Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations/ roles (which are not in dispute) under this Agreement."

25. It is submitted that in facts and circumstances mentioned hereinabove, it is humbly submitted that claims, if any, made by the Applicant shall be in accordance with the provisions of the RFP projects Documents.
26. With reference to ensure the compliance of the requirements stipulated in Article 5.1.1 and Article 5.4 of the TSA, the Petitioner is making the following submission in the subsequent paragraphs.
27. That according to the terms of the TSA, there are three external agencies viz. CEA, CTU and Independent Engineer, which monitor the quality of the



construction of the Transmission Project being constructed by the Applicant. Further, the Applicant under the TSA is entrusted with the obligation of providing on a monthly basis, a progress report to the Nodal Agency and Central Electricity Authority ("CEA"), with regard to the project and its execution, to enable them to monitor and co-ordinate the development of the Project. Further, it is most respectfully submitted that in terms of the TSA the Nodal Agency shall appoint Independent Engineer for the purpose of inspecting the progress of the Project. In addition, the CEA may carry out random inspections during the Project execution, as and when deemed necessary by it. The relevant provisions of the TSA are extracted as below:

"Clause 4.1 (g) – TSP's obligation in development of the Project:

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

(g) To provide to the Nodal Agency and CEA, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with prescribed Form) to enable the CEA to monitor and co-ordinate the development of the Project matching with the Interconnection Facilities."

"Clause 5.5 – Progress Monitoring & Quality Assurance:

5.5.1 The Project Execution Plan submitted by the TSP in accordance with Article 3.1.3 (c) shall comprise of detailed schedule of all the



equipments/items /materials required for the Project, right from procurement of raw material till the dispatch from works and receipt at the site. Further, it should also include various stages of the construction schedule up to the commissioning of the Project.

5.5.2 Nodal Agency, CEA & Independent Engineer shall have access at all reasonable times to the Site and to the Manufacturer's works and to all such places where the Project is being executed.

5.5.3 Independent Engineer shall ensure conformity of the conductor specifications with the functional specifications specified in RFP.

5.5.4 The Independent Engineer shall monitor the following during construction of the Project:

- a) Quality of equipments, material, foundation, structures and workmanship etc. as laid down in Article 5.4 and 6.1.4 of the TSA. Specifically, quality of Sub-station equipments, transmission line material and workmanship etc. would be checked in accordance with the Article 5.4.*
- b) Progress in the activities specified in Condition Subsequent*
- c) Verification of readiness of the elements including the statutory clearances & completion of civil works, fixing of all components and finalisation of punch points (if any) prior to charging of the elements*
- d) Progress of construction of substation and Transmission Lines*



5.5.5 The progress shall be reviewed by the Independent Engineer against the Project Execution Plan. The Independent Engineer shall prepare its report on monthly basis and submit the same to Nodal Agency highlighting the progress achieved till the end of respective month vis-à-vis milestone activities, areas of concern, if any, which may result in delay in the timely completion of the Project. Based on the progress, Nodal Agency and/ or CEA shall issue written instructions to the TSP to take corrective measures, as may be prudent for the timely completion of the Project. In case of any deficiency, the Nodal Agency would be at liberty to take action in accordance with the procedure of this Agreement.

5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, beyond a period of 45 days shall lead to a sequestration of 10% of the Contract Performance Guarantee.”

“Clause 5.8 - Remedial Measures:

The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the Independent Engineer and/ or CEA and/ or the Nodal Agency. However, such intimation by the Independent Engineer and/ or CEA and/ or the Nodal Agency and the subsequent effect of such remedial measures carried out by the TSP shall not relieve the TSP of its obligations in the Agreement. Independent Engineer and/ or CEA and/ or the Nodal Agency may carry out random inspections during the Project execution, as and when deemed necessary by it. If the shortfalls



as intimated to the TSP are not remedied to the satisfaction of the CEA and/ or the Nodal Agency, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement."

28. That the TSA further provides that the TSP i.e. the Applicant must ensure that the design and construction of the project is in accordance with Indian Standards and Codes issued by the Bureau of Indian Standards and in case they are not applicable, other equivalent internationally recognized Standards and Codes shall be followed. Further, in terms of the TSA the Applicant is also responsible for constructing and commissioning the Project in accordance with the norms prescribed in various Regulations issued by the CEA, Prudent Utility Practices and other applicable Laws. The relevant provisions of the TSA are extracted as below:

"Clause 5.1.1 of the TSA -TSP's Construction Responsibilities:

The TSP, at its own cost and expense, shall be responsible for designing, constructing, erecting, testing and commissioning each Element of the Project by the Scheduled COD in accordance with the Regulations and other applicable Laws specified in Article 4.1 of this Agreement."

"Clause 5.4 of the TSA - Quality of Workmanship:

The TSP shall ensure that the Project is designed, built and completed in a good workmanship using sound engineering and construction



practices, and using only materials and equipment that are new and manufactured as per the MQP and following approved FQP for erection, testing & commissioning and complying with Indian /International Standards such that, the useful life of the Project will be at least thirty five (35) years from the COD of the Project.

The TSP shall ensure that all major substation equipment / component (e.9. transformers, reactors, Circuit Breakers, Instrument Transformers (IT), Surge Arresters (SA), Protection relays, clamps & connectors etc.), equipment in terminal stations of HVDC installations including Thyristor/ IGBT valves, Converter Transformers, smoothing reactors, Transformer bushings and wall bushings, GIS bus ducts, towers and gantry structures and transmission towers or poles and line materials (conductors, earthwire, OPGW, insulator, accessories for conductors, OPGW & earthwires, hardware fittings for insulators, aviation lights etc), facilities and system shall be designed, constructed and tested (Type test, Routine tests, Factory Acceptance Test (FAT)) in accordance with relevant CEA Regulations and Indian Standards. In case Indian Standards for any particular equipment/ system/ process is not available, IEC/ IEEE or equivalent International Standards and Codes shall be followed."

29. It is most respectfully submitted that in terms of the above quoted provisions of the TSA there are sufficient checks and balances and the quality control mechanism is already available whereby, CEA, Nodal Agency and Independent Engineer will monitor the overall quality of



construction of the Project by the Applicant to ensure that the Applicant is complying with Article 5.1.1 and 5.4 of the TSA.

30. In addition to the above the Applicant would also like to refer to the provisions of the RFP Document, which are stated as below:

“2.5.7.2 In their own interest, the Bidders are requested to familiarize themselves with all relevant laws of India, including without limitation, the Electricity Act 2003, the Income Tax Act 1961, the Companies Act, 1956 / Companies Act, 2013 (as the case may be), Environment Protection Act 1986 and Forest (Conservation) Act, 1980, the Customs Act, the Foreign Exchange Management Act, Land Acquisition Act, 1894, the Indian Telegraph Act 1885, Labour & Employment Laws of India, [Insurance Act] the regulations/standards framed by the Commissions and CEA, all other related acts, laws, rules and regulations prevalent in India, as amended from time to time.

In addition to the above, the Bidders are required to familiarize themselves with all relevant technical codes and standards, including but not limited to the Grid Code / State Grid Code, Central Electricity Authority (Installation and Operations of Meters) Regulations, 2006, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Central Electricity Regulatory Commission Grant of Connectivity, Long-term Access and Medium - Term Open Access in Inter-State Transmission and related matters) Regulations, 2009, Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulation, 2010, Central Electricity Authority (Technical Standards for



Communication System in Power System Operation) Regulations, 2020, Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 and other relevant Rules/ Regulations/ Guidelines issued by the Central Government, the CERC and the CEA and amendments thereof.

The BPC shall not entertain any request for clarifications from the Bidders regarding the above laws / acts / rules / regulations / standards. Non-awareness of the same shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidders undertake and agree that, before submission of their Bid, all such factors as generally brought out above, have been fully investigated and considered while submitting their Bids.”

31. It is further submitted that the Applicant being an experienced entity will ensure that the project is constructed by following the required quality standard and prudent utility practices by putting in place the following: -
 - i. At the procurement stage, the Qualification Requirement for shortlisting's of a supplier/contractor is done on the basis of the technical specifications as mentioned on the TSA. The purchase Order/contract mentions the technical standards and the testing requirements. Material dispatch is allowed after the conformance report is validated.



- ii. For tower material, a Manufacturing Quality Plan (MQP) in line with the applicable technical standards and the one followed by CTU is followed.
 - iii. For ensuring construction quality, a Field Quality Plan (in line with the standards mentioned in TSA and that followed by CTU) is specified to the contractors in advance. The conformance report to the said document is also maintained at site.
 - iv. The construction and material supply quality is also validated with respect to the TSA by the Lenders Independent Engineer during its quarterly construction review.
32. That the above statement is without any prejudice to the rights of the Applicant/Transmission License as provided in the Electricity Act, TSA and the Laws.
33. The Petitioner shall also comply with all the other requirements as provided in the Transmission License Regulations including publication of notices in newspapers, service on the beneficiaries of the Petitioner's Transmission System. The Petitioner shall place the compliance report on record before the Hon'ble Commission.



34. **PRAYER**

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

- a) Issue / Grant the Transmission License to the Petitioner for establishing, operating and maintaining the Transmission System as provided for in the Transmission Service Agreement;
- b) Allow the **“Transmission system for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navinal S/s)”** to be part of PoC Pool as per Hon'ble CERC (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 and any other amendments thereon issued from time to time by Hon'ble Commission.
- 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.



Pashant Patel

Petitioner

Place: Ahmedabad

Date: 21.03.2025

Annexure A1

रजिस्ट्री सं. डी.एल.- 33004/99

REGD. No. D. L.-33004/99



भारत का राजपत्र

The Gazette of India

सी.जी.-डी.एल.-अ.-13092024-257122
CG-DL-E-13092024-257122

असाधारण
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 3568] नई दिल्ली, बृहस्पतिवार, सितम्बर 12, 2024/भाद्र 21, 1946
No. 3568] NEW DELHI, THURSDAY, SEPTEMBER 12, 2024/BHADRA 21, 1946

विद्युत मंत्रालय
अधिसूचना

नई दिल्ली, 11 सितम्बर, 2024

का.आ. 3901(अ).—विद्युत अधिनियम, 2003 (2003 की सं. 36,) की धारा 63 के अंतर्गत परिचालित दिशा-निर्देशों के पैरा 3 के उप-पैरा 3.2 द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए, केंद्र सरकार, राष्ट्रीय पारेषण समिति की 22वीं बैठक की सिफारिशों पर, संबंधित बोली-प्रक्रिया समन्वयकों (बीपीसी) के विवरण के साथ टीबीसीबी मोड के अंतर्गत निम्नलिखित पारेषण स्कीमों को अधिसूचित करती है:

क्रम सं.	पारेषण स्कीम का नाम और कार्यक्षेत्र	
1.	चरण-I के अंतर्गत गुजरात के मुंद्रा क्षेत्र में हरित हाइड्रोजन/अमोनिया विनिर्माण क्षमता को विद्युत आपूर्ति के लिए पारेषण प्रणाली: भाग बी1 स्कीम (नवीनल एस/एस में 3 गीगावाट) कार्यान्वयन की संभावित समय-सीमा: कार्यान्वयन एजेंसी को आवंटन की तिथि से 36 महीने बीपीसी: पीएफसी कंसल्टिंग लिमिटेड कार्यक्षेत्र:	
क्रम सं.	पारेषण स्कीम का कार्यक्षेत्र	क्षमता/लाइन की लंबाई (किमी)
1.	2x1500 एमवीए आईसीटी के साथ-साथ बस सेक्शन-II	• नए 765 केवी और 400 केवी बस सेक्शन-II का निर्माण



	पर 2x330 एमवीएआर, 765 केवी और 2x125 एमवीएआर, 420 केवी बस रिएक्टरों और बस सेक्शन-II पर 1x125 एमवीएआर, 420 केवी बस रिएक्टर द्वारा 765/400 केवी नवीनल (मुंद्रा) एस/एस (जीआईएस) में परिवर्तन क्षमता का संवर्धन। इसमें सेक्शनलाइजेशन व्यवस्था के माध्यम से 765 केवी और 400 केवी बस सेक्शन 2 का निर्माण शामिल होगा। 400 केवी और 765 केवी सेक्शनलाइजर सामान्य रूप से बंद रहेंगे।	<ul style="list-style-type: none"> 765 केवी सेक्शनलाइजर - 1 सेट 400 केवी सेक्शनलाइजर - 1 सेट 765/400 केवी, 1500 एमवीए आईसीटी-2 (सेक्शन-II पर) 765 केवी आईसीटी बे-2 (सेक्शन-II पर) 400 केवी आईसीटी बे-2 (सेक्शन-II पर) 330 एमवीएआर 765 केवी बस रिएक्टर-2 (सेक्शन-II) 125 एमवीएआर 420 केवी बस रिएक्टर-3 (सेक्शन-I पर 1 और सेक्शन-II पर 2) 765 केवी रिएक्टर बे-2 (सेक्शन-II) 400 केवी रिएक्टर बे-3 (सेक्शन-I पर 1 और सेक्शन-II पर 2)
2.	नवीनल (मुंद्रा) (जीआईएस) - भुज 765 केवी डी/सी लाइन	70 km
3.	नवीनल (मुंद्रा) (जीआईएस) - भुज 765 केवी डी/सी लाइन के प्रत्येक छोर पर 765 केवी लाइन बे	<ul style="list-style-type: none"> 765 केवी लाइन बे-2 (एआईएस) (भुज छोर के लिए) 765 केवी लाइन बे-2 (जीआईएस) (नवीनल (मुंद्रा) छोर के लिए) (सेक्शन-II पर)
4.	नवीनल (मुंद्रा) (जीआईएस) 400 केवी बस सेक्शन-I पर ±300 एमवीएआर स्टेटकोम के साथ 2x125 एमवीएआर एमएससी और 1x125 एमवीएआर एमएसआर	<ul style="list-style-type: none"> ±300 एमवीएआर स्टेटकोम के साथ 2x125 एमवीएआर एमएससी और 1x125 एमवीएआर एमएसआर 400 केवी बे - 1
5.	नवीनल (मुंद्रा) (जीआईएस) 400 केवी बस सेक्शन-II में ±300 एमवीएआर स्टेटकोम के साथ 2x125 एमवीएआर एमएससी और 1x125 एमवीएआर एमएसआर	<ul style="list-style-type: none"> ±300 एमवीएआर स्टेटकोम के साथ 2x125 एमवीएआर एमएससी और 1x125 एमवीएआर एमएसआर 400 केवी बे - 1
नोट: (1) जहां भी आवश्यक हो, टीएसपी वन एंड हाफ ब्रेकर स्कीम में ब्यास (जीआईएस) पूरा करने के लिए आवश्यक 2 मुख्य बे और 1 टाई बे से युक्त पूर्ण ब्यास को कार्यान्वित करेगा। (2) नवीनल (मुंद्रा) एस/एस के टीएसपी को उपरोक्त क्रमांक 1, 2, 3 (नवीनल छोर के लिए), 4 और 5 पर कार्यक्षेत्र के लिए स्थान उपलब्ध कराना होगा। (3) भुज पीएस की टीएसपी उपरोक्त क्रमांक 3 (भुज छोर के लिए) पर कार्यक्षेत्र के लिए स्थान उपलब्ध कराएगी।		
2.	अनंतपुर-II आरईजेड के एकीकरण के लिए पारेषण प्रणाली - चरण-I (4.5 गीगावाट के लिए) अस्थायी कार्यान्वयन समय-सीमा: कार्यान्वयन एजेंसी को आवंटन की तिथि से 24 माह बीपीसी: पीएफसी कंसल्टिंग लिमिटेड कार्यक्षेत्र:	
	क्रम/पारेषण स्कीम का कार्यक्षेत्र सं.	क्षमता/ (किमी)
	1. आंध्र प्रदेश के कुरनूल के पास 4x1500 एमवीए, 765/400 और 6x500 एमवीए, 400/220 केवी अनंतपुरम-II पुलिंग	<ul style="list-style-type: none"> 765/400 केवी, 1500 एमवीए, आईसीटी - 4 (1 अतिरिक्त यूनिट सहित 13x500 एमवीए)



	<p>स्टेशन के साथ-साथ अनंतपुरम-II पीएस में 2x330 एमवीएआर (765 केवी) बस रिएक्टरों की स्थापना जिसमें 400 केवी स्तर पर प्रत्येक 4500 एमवीए के दो (2) खंडों का प्रावधान है।</p> <p>स्थान हेतु भावी प्रावधान:</p> <ul style="list-style-type: none"> ➤ 765/400 केवी, 1500 एमवीए, आईसीटी - 2 ➤ 765 केवी आईसीटी वे - 2 ➤ 400 केवी आईसीटी वे - 2 ➤ 400/220 केवी, 500 एमवीए, आईसीटी - 12 ➤ 400 केवी आईसीटी वे - 12 ➤ 220 केवी आईसीटी वे - 12 ➤ 765 केवी लाइन वे - 8 (एसएलआर के प्रावधान के साथ) ➤ 400 केवी लाइन वे - 12 (एसएलआर के प्रावधान के साथ) ➤ 220 केवी लाइन वे - 20 ➤ 220 केवी बस सेक्शन लाइज़र: 2 सेट ➤ 220 केवी बस कपलर (बीसी) वे - 2 ➤ 220 केवी ट्रांसफर बस कपलर (टीबीसी) वे - 2 ➤ 400 केवी बस सेक्शन लाइज़र: 1 सेट 	<ul style="list-style-type: none"> • 765 केवी आईसीटी वे - 4 • 400 केवी आईसीटी वे - 4 • 400/220 केवी, 500 एमवीए, आईसीटी - 6 • 400 केवी आईसीटी वे - 6 • 220 केवी आईसीटी वे - 6 • 765 केवी लाइन वे - 4 (अनंतपुरम-II पीएस पर अनंतपुरम-II - दावणगेरे और अनंतपुरम-II - कुडप्पा 765 केवी डी/सी लाइनों की समाप्ति के लिए) • 765 केवी, 330 एमवीएआर बस रिएक्टर - 2 • 765 केवी बस रिएक्टर वे - 2 • 220 केवी लाइन वे - 6 • 220 केवी बस सेक्शन लाइज़र: 1 सेट • 220 केवी बस कपलर (बीसी) वे - 2 • 220 केवी ट्रांसफर बस कपलर (टीबीसी) वे - 2
2.	दोनों सर्किटों के अनंतपुरम-II छोर पर अनंतपुरम-II - दावणगेरे 765 केवी डी/सी लाइन (लगभग 150 किमी) के साथ 240 एमवीएआर एसएलआर (परिवर्तनीय)	<p>~ 150 किमी</p> <ul style="list-style-type: none"> • 765 केवी लाइन वे - 2 संख्या (दावणगेरे पीएस पर) • अनंतपुरम-II पीएस पर 765 केवी, 240 एमवीएआर एसएलआर - 2 (1 स्विचेबल अतिरिक्त यूनिट सहित 7x80 एमवीएआर)
3.	दोनों सर्किटों के अनंतपुरम-II छोर पर अनंतपुरम-II - कुडप्पा 765 केवी डी/सी लाइन (लगभग 200 किमी) के साथ 330 एमवीएआर एसएलआर (परिवर्तनीय)	<p>~ 200 km</p> <ul style="list-style-type: none"> • 765 केवी लाइन वे - 2 (कुडप्पा में) • अनंतपुरम-II पीएस पर 765 केवी, 330 एमवीएआर एसएलआर - 2 (बस रिएक्टर और लाइन रिएक्टर दोनों के लिए 1 स्विचेबल स्पेयर यूनिट सहित 7x110 एमवीएआर)
4.	अनंतपुरम-II पीएस पर ± 300 एमवीएआर स्टेटकॉम के साथ-साथ 2x125 एमवीएआर एमएसआर	<ul style="list-style-type: none"> • 400 केवी वे - 1
<p>नोट:</p> <p>(1) पावरग्रिड अनंतपुरम-II पीएस - कुडप्पा 765 केवी डी/सी लाइन की समाप्ति के लिए कुडप्पा में 765 केवी लाइन के 2 वे के लिए स्थान उपलब्ध कराएगा।</p> <p>(2) दावणगेरे पीएस के विकासकर्ता को अनंतपुरम-II पीएस - दावणगेरे 765 केवी डी/सी लाइन की समाप्ति के लिए दावणगेरे</p>		



पीएस पर 2 765केवी लाइन बेके लिए स्थान उपलब्ध कराना होगा।		
3.	तूतीकोरिन क्षेत्र में प्रस्तावित ग्रीन हाइड्रोजन / ग्रीन अमोनिया परियोजनाओं के लिए पारेषण प्रणाली कार्यान्वयन की संभावित समय-सीमा: कार्यान्वयन एजेंसी को आवंटन की तिथि से 30 माह	
	बीपीसी: आरईसी पावर डेवलपमेंट एंड कंसल्टेंसी लिमिटेड	
	कार्यक्षेत्र:	
	क्रम सं.	पारेषण स्कीम का कार्यक्षेत्र
	क्षमता/ (किमी)	
	1.	<p>1x240 एमवीएआर बस रिएक्टर के साथ 3x1500 एमवीए, 765/400 केवी तूतीकोरिन (जीएच) एस/एस की स्थापना</p> <p>स्थान हेतु भावी प्रावधान:</p> <ul style="list-style-type: none"> ➤ 765/400 केवी, 1500 एमवीए, आईसीटी - 3 ➤ 765 केवी आईसीटी बे - 3 ➤ 400 केवी आईसीटी बे - 3 ➤ 765 केवी लाइन बे - 6 (एसएलआर के प्रावधान के साथ) ➤ 400 केवी लाइन बे - 16 (एसएलआर के प्रावधान के साथ) ➤ 400 केवी बस सेक्शनलाइज़र: 1 सेट
		<ul style="list-style-type: none"> • 765/400 केवी, 1500 एमवीए, आईसीटी - 3 (1 अतिरिक्त यूनिट सहित 10x500 एमवीए) • 765 केवी आईसीटी बे - 3 • 400 केवी आईसीटी बे - 3 • 765 केवी लाइन बे - 2 (तूतीकोरिन (जीएच) एस/एस पर तूतीकोरिन (जीएच) - तूतीकोरिन पीएस 765 केवी डी/सी लाइन की समाप्ति के लिए) • 765 केवी, 240 एमवीएआर बस रिएक्टर - 1 (1 स्विचबल अतिरिक्त यूनिट सहित 4x80 एमवीएआर) • 765 केवी बस रिएक्टर बे - 1
	2.	<p>तूतीकोरिन पीएस - तूतीकोरिन (जीएच) 765 केवी डी/सी लाइन</p>
		<p>~ 50 किमी</p> <ul style="list-style-type: none"> • 765 केवी लाइन बे - 2 (तूतीकोरिन पीएस पर)
	3.	<p>तूतीकोरिन पीएस - धर्मपुरी (सलेम न्यू) 765 केवी डी/सी लाइन (वर्तमान में 400 केवी स्तर पर चार्ज) का प्रत्येक सर्किट के दोनों छोर पर 1x330 एमवीएआर स्विचबल लाइन रिएक्टर के साथ 765 केवी पर रेटेड वोल्टेज स्तर तक उन्नयन</p>
		<ul style="list-style-type: none"> • 765 केवी लाइन बे तूतीकोरिन पीएस - 2 • तूतीकोरिन पीएस पर 765 केवी, 330 एमवीएआर एसएलआर - 2 (बस रिएक्टर और लाइन रिएक्टर दोनों के लिए 1 अतिरिक्त यूनिट सहित 7x110 एमवीएआर) • धर्मपुरी (सलेम नया) पर 765 केवी लाइन बे - 2 • धर्मपुरी (सलेम न्यू) में 765 केवी, 330 एमवीएआर एसएलआर - 2 (बस रिएक्टर और लाइन रिएक्टर दोनों के लिए 1 अतिरिक्त यूनिट सहित 7x110 एमवीएआर)
	4.	<p>तूतीकोरिन पीएस और धर्मपुरी (सलेम न्यू) पर तूतीकोरिन पीएस - धर्मपुरी (सलेम न्यू) 765 केवी डी/सी लाइन के लिए 400 केवी स्विचयार्ड से 765 केवी स्विचयार्ड में समाप्ति के परिवर्तन के लिए पारेषण लाइन</p>
		<p>प्रत्येक छोर पर लगभग 1-2 किमी</p>
	5.	<p>तूतीकोरिन पीएस का 3x1500 एमवीए, 765/400 केवी आईसीटी और 1x330 एमवीएआर, 765 केवी बस रिएक्टरों के साथ 765 केवी स्तर के रेटेड वोल्टेज तक</p>
		<ul style="list-style-type: none"> • 765/400 केवी, 1500 एमवीए, आईसीटी - 3 (1 अतिरिक्त यूनिट सहित 10x500 एमवीए) • 765 केवी आईसीटी बे - 3



	<p>उन्नयन</p> <p>स्थान हेतु भावी प्रावधान :</p> <ul style="list-style-type: none"> ➤ 765/400 केवी, 1500 एमवीए, आईसीटी - 1 ➤ 765 केवी आईसीटी बे - 1 ➤ 400 केवी आईसीटी बे - 1 ➤ 765 केवी लाइन बे - 6 (एसएलआर के लिए प्रावधान के साथ) 	<ul style="list-style-type: none"> • 400 केवी आईसीटी बे - 3 • 765 केवी, 330 एमवीएआर बस रिएक्टर - 1 • 765 केवी बस रिएक्टर बे - 1
6.	<p>धर्मपुरी (सलेम न्यू) का 3x1500 एमवीए, 765/400 केवी आईसीटी और 1x330 एमवीएआर, 765 केवी बस रिएक्टरों के साथ 765 केवी स्तर के रेटेड वोल्टेज तक उन्नयन</p> <p>स्थान हेतु भावी प्रावधान:</p> <ul style="list-style-type: none"> • 765/400 केवी, 1500 एमवीए, आईसीटी - 1 • 765 केवी आईसीटी बे - 1 • 400 केवी आईसीटी बे - 1 • 765 केवी लाइन बे - 6 (एसएलआर के लिए प्रावधान के साथ) 	<ul style="list-style-type: none"> • 765/400 केवी, 1500 एमवीए, आईसीटी - 3 (1 अतिरिक्त यूनिट सहित 10x500 एमवीए) • 765 केवी आईसीटी बे - 3 • 400 केवी आईसीटी बे - 3 • 765 केवी, 330 एमवीएआर बस रिएक्टर - 1 • 765 केवी बस रिएक्टर बे - 1
7.	तूतीकोरिन पीएस - धर्मपुरी (सलेम न्यू) 765 केवी डी/सी लाइन पर 400 केवी लाइन रिएक्टरों को बे की उपलब्धता के आधार पर संबंधित 400 केवी सबस्टेशनों पर बस रिएक्टर के रूप में उपयोग किया जाएगा।	
8.	धर्मपुरी (सलेम न्यू) - मधुगिरी 765 केवी 2xएस/सी लाइनों (वर्तमान में 400 केवी पर चार्ज) का प्रत्येक सर्किट के धर्मपुरी (सलेम न्यू) छोर पर 1x330 एमवीएआर स्विचबल लाइन रिएक्टर के साथ 765 केवी पर रेटेड वोल्टेज तक उन्नयन	<ul style="list-style-type: none"> • धर्मपुरी (सलेम न्यू) पर 765 केवी लाइन बे - 2 • धर्मपुरी (सलेम न्यू) पर 765 केवी, 330 एमवीएआर एसएलआर - 2 (6x110 एमवीएआर स्विचबल यूनिट) • मधुगिरी पर 765 केवी लाइन बे - 2
9.	धर्मपुरी (सलेम न्यू) और मधुगिरी पर धर्मपुरी (सलेम न्यू) - मधुगिरी 765 केवी 2xएस/सी लाइन के लिए 400 केवी स्विचयार्ड से 765 केवी स्विचयार्ड तक समाप्ति के परिवर्तन के लिए पारेषण लाइन	प्रत्येक छोर पर लगभग 1-2 किमी
10.	धर्मपुरी (सलेम न्यू) - मधुगिरी 765 केवी 2xएस/सी लाइनों पर 400 केवी लाइन रिएक्टरों को बे की उपलब्धता के आधार पर संबंधित 400 केवी सबस्टेशनों पर बस रिएक्टर के रूप में उपयोग किया जाएगा।	
<p>नोट:</p> <p>(1) पावरग्रिड तूतीकोरिन पीएस को 765 केवी स्तर के रेटेड वोल्टेज स्तर तक उन्नत करने के लिए स्थान उपलब्ध कराएगा।</p> <p>(2) पावरग्रिड धर्मपुरी (सलेम न्यू) को 765 केवी स्तर के रेटेड वोल्टेज स्तर तक उन्नत करने के लिए स्थान उपलब्ध कराएगा।</p> <p>(3) पावरग्रिड / टीएसपी धर्मपुरी (सलेम न्यू) - मधुगिरी 765 केवी 2xएस/सी लाइनों की समाप्ति के लिए मधुगिरी 765 केवी पर 2 765 केवी लाइन बे के लिए स्थान प्रदान करेगा।</p>		



2. बोली प्रक्रिया समन्वयक की नियुक्ति समय-समय पर संशोधित विद्युत मंत्रालय द्वारा इस संबंध में जारी दिशानिर्देशों में निर्धारित शर्तों के अधीन होगी।

[फा. सं. 15/3/2018-ट्रांस-भाग(4)]

नाओरेम इंद्रकुमार सिंह, अवर सचिव (पारेषण)

MINISTRY OF POWER

NOTIFICATION

New Delhi, the 11th September, 2024

S.O. 3901(E).—In exercise of the powers conferred by sub-para 3.2 of Para 3 of the Guidelines circulated under Section 63 of the Electricity Act, 2003 (No. 36 of 2003), the Central Government, on the recommendations of 22nd meeting of National Committee on Transmission, hereby notifies the following transmission schemes under TBCB mode, with details of respective Bid-Process Coordinators (BPCs): -

Sl. No.	Name & Scope of the Transmission Scheme	
1.	Transmission system for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navinal S/s) Tentative implementation timeframe: 36 months from date of allocation to implementing agency BPC: PFC Consulting Limited Scope:	
Sl. No.	Scope of the Transmission Scheme	Capacity/ Line Length (Km)
1.	Augmentation of Transformation capacity at 765/400 kV Navinal(Mundra) S/s (GIS) by 2x1500 MVA ICTs along with 2x330 MVAR, 765 kV & 2x125MVAR, 420 kV bus reactors on Bus Section-II and 1x125MVAR, 420 kV bus reactor on Bus Section-I. This will involve creation of 765 kV & 400 kV Bus Sections 2 through sectionalization arrangement. The 400 kV and 765 kV Sectionaliser shall be normally closed.	<ul style="list-style-type: none"> • Creation of New 765 kV & 400 kV Bus Section-II • 765 kV Sectionaliser – 1 Set • 400 kV Sectionaliser – 1 set • 765/400 kV, 1500 MVA ICT-2 Nos. (on Sec-II) • 765 kV ICT bays- 2 Nos. (on Sec-II) • 400 kV ICT bays- 2 Nos. (on Sec-II) • 330 MVAR 765 kV bus reactor-2 Nos. (Sec-II) • 125 MVAR 420 kV bus reactor-3 Nos. (1 no. on Sec-I & 2 Nos. on Sec-II) • 765 kV reactor bay- 2 Nos. (Sec-II) • 400 kV reactor bay- 3 Nos. (1 No. on Sec-I & 2 Nos. on Sec-II)
2.	Navinal(Mundra) (GIS) – Bhuj 765 kV D/c line	70 km
3.	765 kV line bays at each end of Navinal(Mundra) (GIS) – Bhuj 765 kV D/c line	<ul style="list-style-type: none"> • 765 kV line bays-2 Nos. (AIS) (for Bhuj end) • 765 kV line bays-2 Nos. (GIS) (for Navinal(Mundra) end) (on Sec-II)
4.	±300MVAR STATCOM along with 2x125MVAR MSC & 1x125MVAR MSR at Navinal(Mundra) (GIS) 400 kV Bus section-I	<ul style="list-style-type: none"> • ±300MVAR STATCOM along with 2x125MVAR MSC & 1x125MVAR MSR • 400 kV bay – 1 no.
5.	±300MVAR STATCOM along with 2x125MVAR MSC & 1x125MVAR MSR at Navinal(Mundra) (GIS) 400 kV Bus section-II	<ul style="list-style-type: none"> • ±300MVAR STATCOM along with 2x125MVAR MSC & 1x125MVAR MSR • 400 kV bay – 1 no.
	Note: (1) 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.	



		(2) TSP of Navinal (Mundra) S/s shall provide space for scope of work at Sl. 1, 2, 3 (for Navinal end), 4 & 5 above.
		(3) TSP of Bhuj PS shall provide space for scope of work at Sl. 3 (for Bhuj end) above.
2.	Transmission System for Integration of Ananthapur-II REZ - Phase-I (for 4.5 GW) Tentative implementation timeframe: 24 months from date of allocation to implementing agency BPC: PFC Consulting Limited Scope:	
Sl. No.	Scope of the Transmission Scheme	Capacity/ (Km)
1.	Establishment of 4x1500 MVA, 765/400 & 6x500 MVA, 400/220 kV Ananthapuram-II Pooling Station near Kurnool, Andhra Pradesh along with 2x330 MVAR (765 kV) bus reactors at Ananthapuram-II PS with provision of two (2) sections of 4500 MVA each at 400 kV level Future Space Provisions: <ul style="list-style-type: none"> ➤ 765/400 kV, 1500 MVA, ICTs – 2 Nos. ➤ 765 kV ICT bays – 2 Nos. ➤ 400 kV ICT bays – 2 Nos. ➤ 400/220 kV, 500 MVA, ICTs – 12 Nos. ➤ 400 kV ICT bays – 12 Nos. ➤ 220 kV ICT bays – 12 Nos. ➤ 765 kV line bays – 8 Nos. (with provision for SLR) ➤ 400 kV line bays – 12 Nos. (with provision for SLR) ➤ 220 kV line bays – 20 Nos. ➤ 220 kV Bus Sectionalizer : 2 sets ➤ 220 kV Bus Coupler (BC) Bay – 2 Nos. ➤ 220 kV Transfer Bus Coupler (TBC) Bay – 2 Nos. ➤ 400 kV Bus Sectionalizer : 1 set 	<ul style="list-style-type: none"> • 765/400 kV, 1500 MVA, ICTs – 4 Nos. (13x500 MVA incl. 1 spare unit) • 765 kV ICT bays – 4 Nos. • 400 kV ICT bays – 4 Nos. • 400/220 kV, 500 MVA, ICTs – 6 Nos. • 400 kV ICT bays – 6 Nos. • 220 kV ICT bays – 6 Nos. • 765 kV line bays – 4 Nos. (at Ananthapuram-II PS for termination of Ananthapuram-II – Davanagere and Ananthapuram-II – Cuddapah 765 kV D/c lines) • 765 kV, 330 MVAR Bus Reactor – 2 Nos. • 765 kV Bus Reactor bays – 2 Nos. • 220 kV line bays – 6 Nos. • 220 kV Bus Sectionalizer : 1 set • 220 kV Bus Coupler (BC) Bay – 2 Nos. • 220 kV Transfer Bus Coupler (TBC) Bay – 2 Nos.
2.	Ananthapuram-II – Davanagere 765 kV D/c line (about 150km) with 240 MVAR SLR (convertible) at Ananthapuram-II end on both circuits	~ 150 km <ul style="list-style-type: none"> • 765 kV line bays – 2 Nos. (at Davanagere PS) • 765 kV, 240 MVAR SLR at Ananthapuram-II PS – 2 Nos. (7x80 MVAR inc. 1 switchable spare unit)
3.	Ananthapuram-II – Cuddapah 765 kV D/c line (about 200km) with 330 MVAR SLR (convertible) at Ananthapuram-II end on both circuits	~ 200 km <ul style="list-style-type: none"> • 765 kV line bays – 2 Nos. (at Cuddapah) • 765 kV, 330 MVAR SLR at Ananthapuram-II PS – 2 Nos. (7x110 MVAR inc. 1 switchable spare unit for both bus reactor and line reactor)
4.	±300 MVAR STATCOM at Ananthapuram-II PS along with 2x125 MVAR MSR	<ul style="list-style-type: none"> • 400 kV bay – 1 No.
Note: (1) POWERGRID shall provide space for 2 Nos. of 765 kV line bays at Cuddapah for termination of Ananthapuram-II PS – Cuddapah 765 kV D/c line (2) Developer of Davanagere PS shall provide space for 2 Nos. of 765 kV line bays at Davanagere PS for termination of Ananthapuram-II PS – Davanagere 765 kV D/c line		



Transmission system for proposed Green Hydrogen / Green Ammonia projects in Tuticorin area)**Tentative implementation timeframe:** 30 months from date of allocation to implementing agency**BPC: REC Power Development and Consultancy Limited****Scope:**

Sl. No.	Scope of the Transmission Scheme	Capacity/ (Km)
1.	Establishment of 3x1500 MVA, 765/400 kV Tuticorin (GH) S/s with 1x240 MVAR bus Reactor Future Space Provisions: ➤ 765/400 kV, 1500 MVA, ICTs – 3 Nos. ➤ 765 kV ICT bays – 3 Nos. ➤ 400 kV ICT bays – 3 Nos. ➤ 765 kV line bays – 6 Nos. (with provision for SLR) ➤ 400 kV line bays – 16 Nos. (with provision for SLR) ➤ 400 kV Bus Sectionalizer : 1 set	<ul style="list-style-type: none"> 765/400 kV, 1500 MVA, ICTs – 3 Nos. (10x500 MVA including 1 spare unit) 765 kV ICT bays – 3 Nos. 400 kV ICT bays – 3 Nos. 765 kV line bays – 2 Nos. (at Tuticorin (GH) S/s for termination of Tuticorin (GH) – Tuticorin PS 765 kV D/c line) 765 kV, 240 MVAR Bus Reactor – 1 No. (4x80 MVAR including 1 switchable spare unit) 765 kV Bus Reactor bays – 1 No.
2.	Tuticorin PS – Tuticorin (GH) 765 kV D/c line	~ 50 km <ul style="list-style-type: none"> 765 kV line bays – 2 Nos. (at Tuticorin PS)
3.	Upgradation of Tuticorin PS - Dharmapuri (Salem New) 765 kV D/c line (presently charged at 400 kV level) at its rated 765 kV voltage level with 1x330 MVAR switchable Line Reactor on both ends of each circuit	<ul style="list-style-type: none"> 765 kV line bays Tuticorin PS – 2 Nos. 765 kV, 330 MVAR SLR at Tuticorin PS – 2 Nos. (7x110 MVAR including 1 spare unit for both bus reactor and line reactor) 765 kV line bays at Dharmapuri (Salem New) – 2 Nos. 765 kV, 330 MVAR SLR at Dharmapuri (Salem New) – 2 Nos. (7x110 MVAR including 1 spare unit for both bus reactor and line reactor)
4.	Transmission line for change of termination from 400 kV switchyard to 765 kV switchyard for Tuticorin PS – Dharmapuri (Salem New) 765 kV D/c line at Tuticorin PS & Dharmapuri (Salem New)	Approx. 1-2 km at each end
5.	Upgradation of Tuticorin PS to its rated voltage of 765 kV level alongwith 3x1500 MVA, 765/400 kV ICTs and 1x330 MVAR, 765 kV bus reactors Future Space Provisions: ➤ 765/400 kV, 1500 MVA, ICTs – 1 No. ➤ 765 kV ICT bays – 1 No. ➤ 400 kV ICT bays – 1 No. ➤ 765 kV line bays – 6 Nos. (with provision for SLR)	<ul style="list-style-type: none"> 765/400 kV, 1500 MVA, ICTs – 3 Nos. (10x500 MVA including 1 spare unit) 765 kV ICT bays – 3 Nos. 400 kV ICT bays – 3 Nos. 765 kV, 330 MVAR Bus Reactor – 1 No. 765 kV Bus Reactor bays – 1 No.
6.	Upgradation of Dharmapuri (Salem New) to its rated voltage of 765 kV level alongwith 3x1500 MVA, 765/400 kV ICTs and 1x330 MVAR, 765 kV bus reactor	<ul style="list-style-type: none"> 765/400 kV, 1500 MVA, ICTs – 3 Nos. (10x500 MVA including 1 spare unit) 765 kV ICT bays – 3 Nos. 400 kV ICT bays – 3 Nos.



	Future Space Provisions: <ul style="list-style-type: none"> • 765/400 kV, 1500 MVA, ICTs – 1 No. • 765 kV ICT bays – 1 No. • 400 kV ICT bays – 1 No. • 765 kV line bays – 6 Nos. (with provision for SLR) 	<ul style="list-style-type: none"> • 765 kV, 330 MVA Bus Reactor – 1 No. • 765 kV Bus Reactor bays – 1 No.
7.	400 kV line reactors on Tuticorin PS - Dharmapuri (Salem New) 765 kV D/c line shall be utilized as bus reactors at respective 400 kV substations based on availability of bays.	
8.	Upgradation of Dharmapuri (Salem New) – Madhugiri 765 kV 2xS/c lines (presently charged at 400 kV) to its rated voltage at 765 kV with 1x330 MVA switchable Line Reactor on Dharmapuri (Salem New) end of each circuit	<ul style="list-style-type: none"> • 765 kV line bays at Dharmapuri (Salem New) – 2 Nos. • 765 kV, 330 MVA SLR at Dharmapuri (Salem New) – 2 Nos. (6x110 MVA switchable units) • 765 kV line bays at Madhugiri – 2 Nos.
9.	Transmission line for change of termination from 400 kV switchyard to 765 kV switchyard for Dharmapuri (Salem New) – Madhugiri 765 kV 2xS/c line at Dharmapuri (Salem New)&Madhugiri	Approx. 1-2 km at each end
10.	400 kV line reactors on Dharmapuri (Salem New) – Madhugiri 765 kV 2xS/c lines shall be utilized as bus reactors at respective 400 kV substations based on availability of bays.	

Note:

(1) POWERGRID shall provide space for upgradation of Tuticorin PS to its rated voltage level of 765 kV level

(2) POWERGRID shall provide space for upgradation of Dharmapuri (Salem New) to its rated voltage level of 765 kV level

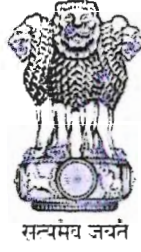
(3) POWERGRID / TSP shall provide space for 2 Nos. of 765 kV line bays at Madhugiri 765 kV for termination of Dharmapuri (Salem New) – Madhugiri 765 kV 2xS/c lines

2. The appointment of the Bid Process Coordinator is subject to the conditions laid down in the Guidelines issued by Ministry of Power in this regard, amended from time to time.

[F. No. 15/3/2018-Trans-Part(4)]

NAOREM INDRAKUMAR SINGH, Under Secy. (Transmission)





**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that MUNDRA I TRANSMISSION LIMITED is incorporated on this TWENTY SIXTH day of DECEMBER TWO THOUSAND TWENTY FOUR under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U42201DL2024GOI440420**

The Permanent Account Number (PAN) of the company is **AASCM7996E***

The Tax Deduction and Collection Account Number (TAN) of the company is **DELM50472C***

Given under my hand at Manesar this TWENTY SIXTH day of DECEMBER TWO THOUSAND TWENTY FOUR

Certification signature by DS MINISTRY OF CORPORATE
AFFAIRS , CRC MANESAR 1 <ROC.CRC@MCA.GOV.IN>.
Validity Unknown

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS , CRC MANESAR 1
Date: 2024.12.26 18:07:08 IST

Charan Singh

Assistant Registrar of Companies/ Deputy Registrar of Companies/ 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 mca.gov.in

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

MUNDRA I TRANSMISSION LIMITED

Urjanidhi, First Floor, 1, Barakhamba Lane, Connaught Place, New Delhi, Central Delhi- 110001, Delhi

*as issued by Income tax Department



Form No. INC-33

e-MOA (e-Memorandum of Association)

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013]]



Form language

☒ English
 ☐ Hindi

Refer instruction kit for filing the form

All fields marked in * are mandatory

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

(A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES
 B - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
 C - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY GUARANTEE AND HAVING A SHARE CAPITAL
 D - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND NOT HAVING SHARE CAPITAL
 E - MEMORANDUM OF ASSOCIATION OF AN UNLIMITED COMPANY AND HAVING SHARE CAPITAL)

A - MEMORANDUM OF
 ASSOCIATION OF A COMPANY
 LIMITED BY SHARES

Table A/B/C/D/E

1 The name of the company is

MUNDRA I TRANSMISSION
 LIMITED

2 The registered office of the company will be situated in the State of

Delhi

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

1. To develop Power System
 Network

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

2. To study, investigate, collect
 information and data

To study, investigate, collect
 information and data, review
 operation, plan, research, design



and prepare Report, diagnose operational difficulties and weaknesses and advise on the remedial measures to improve, undertake development of new and innovative product connected with business of the Company as well as modernize existing EHV, HV lines and Sub-Stations.

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

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

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

2. To obtain charters, concession etc. To enter into any arrangement with the Government of India or with any State Government or with other authorities/ commissions, local bodies or public sector or private sector undertakings, Power Utilities, Financial Institutions, Banks, International Funding Agencies and obtain such charters, subsidies, loans, advances or other money, grants, contracts, rights, sanctions, privileges, licenses or



concessions whatsoever (whether statutory or otherwise) which the Company may think it desirable to obtain for carrying its activities in furthering the interests of the Company or its members.

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

4. To carry on the business or purchasing, importing, exporting and trading power To carry on the business or purchasing, importing, exporting and trading of power subject to the provisions of Electricity Act, 2003 and to supply electric power generated by other plants to distribution companies, trading companies, other generation companies and other Persons, and in this regard execute agreements with Central and State generating authorities, departments or companies, Independent Power Producers and other Persons.

5. To enter into Agreements; etc. To secure the payments of money, receivables on transmission and distribution of electricity and sale of fuel, as the case may be, to the State Electricity Boards, Vidyut Boards, Transmission Utilities, Generating Companies, Transmission Companies, Distribution Companies, State Governments, Licensees, statutory bodies, other organizations (whether in Private, Public or Joint Sector Undertaking) and bulk consumers of power etc. through



Letter of Credits/ESCROW and other security documents.

6. To execute transmission service Agreements To execute Transmission Service Agreements or other agreements for transmission of power to distribution, trading, and other companies, State Electricity Boards, State Utilities and any other organization and Persons.

7. To co-ordinate with Central Transmission Utility To coordinate with the Central Transmission Utility for transmission of electricity under the provisions of Electricity Act 2003.

8. To borrow money Subject to provisions of Sections 73, 179, 180 and other applicable provisions of the Companies Act, 2013 and subject to other laws or directives, if any, of SEBI/RBI, to borrow money in Indian rupees or foreign currencies and obtain foreign lines of credits/ grants/aids etc. or to receive money or deposits from public for the purpose of the Company's business in such manner and on such terms and with such rights, privileges and obligations as the Company may think fit. The Company may issue bonds/ debentures whether secured or unsecured; bills of exchange, promissory notes or other securities, mortgage or charge on all or any of the immovable and movable properties, present or future and all or any of the uncalled capital for the time being of the Company as the Company may deem fit and to repay, redeem or pay off any such securities or charges.

9. To lend money To lend money on property or on mortgage of immovable properties or against Bank guarantee and to make advances of money against future supply of goods and services on such terms as the Directors may consider necessary and to invest money of the Company in such manner as the Directors may think fit and to



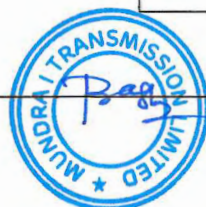
sell, transfer or to deal with the same.

10. To acquire, own, lease or dispose off the property To own, possess, acquire by purchase, lease or otherwise rights, title and interests in and to, exchange or hire real estate, equipment, Transmission lines, lands, buildings, apartments, plants, equipment, machinery, fuel blocks and hereditaments of any tenure or descriptions situated in India or abroad or any estate or interest therein and any right over or connected with land so situated and turn the same to account in any manner as may seem necessary or convenient for the purpose of business of the Company and to hold, improve, exploit, re-organize, manage, lease, sell, exchange or otherwise dispose of the whole or any part thereof.

11. To deal in Scrips/Govt. Securities Subject to applicable provisions of law, to subscribe for, underwrite, or otherwise acquire, hold, dispose of and deal with the shares, stocks, debentures or other securities and titles of indebtedness or the right to participate in profits or other similar documents issued by any Government authority, Corporation or body or by any company or body of persons and any option or right in respect thereof.

12. To create funds and appropriate profits To create any depreciation fund, reserve fund, sinking fund, insurance fund, gratuity, provident fund or any other fund, for depreciation or for repairing, improving extending or maintaining any of the properties of the Company or for any other purposes whatsoever conducive to the interests of the Company.

13. To purchase or otherwise acquire companies To acquire shares, stocks, debentures or securities of any company carrying on any business which this Company is entitled to carry



on or acquisition of undertaking itself which may seem likely or calculated to promote or advance the interests of the Company and to sell or dispose of or transfer any such shares, stocks or securities and the acquired undertaking.

14. To enter into partnership Agreement or Merge /amalgamate To enter into partnership or into any agreement for joint working, sharing or pooling profits, joint venture, amalgamation, union of interests, co-operation, reciprocal concessions or otherwise or amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business or transaction in India or abroad which the Company is authorized to carry on or engage in any business undertaking having objects identical or similar to, as are being carried on by this Company.

15. To have agencies and branch offices in India and abroad To establish and maintain agencies, branch offices and local agencies, to procure business in any part of India and world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as deemed proper in the interest of the Company.

16. To promote institutions or other companies To promote and undertake the formation of any institution or Company or subsidiary company or for any aforesaid objects intended to benefit the Company directly or indirectly and to coordinate, control and guide their activities.

17 (a) To acquire know how and import-export of machinery and tools etc. To negotiate and enter into agreements and contracts with domestic and foreign companies, persons or other organizations, banks and financial institutions, in relation to the business of the Company including that of technical know-



how, import, export, purchase or sale of plant, machinery, equipment, tools, accessories and consumables, financial assistance and for carrying out all or any of the objects of the Company.

17 (b) To negotiate and enter into agreements etc. To negotiate and enter into agreements and contracts for execution of turnkey jobs, works, supplies and export of plant, machinery, tools and accessories etc.

18. To enter into contracts/arrangements in connection with issue of shares/securities. Upon and for the purpose of any issue of shares, debentures or any other securities of the Company, to enter into agreement with intermediaries including brokers, managers of issue/commission agents and underwriters and to provide for the remuneration of such persons for their services by way of payment in cash or issue of shares, debentures or other securities of the Company or by granting options to take the same or in any other manner as permissible under the law.

19. To enter into contracts of indemnity and/or guarantee To enter into contracts of indemnity and get guarantee and allocations for the business of the Company.

20. To arrange for Training and Development To make arrangements for training of all categories of employees and to employ or otherwise engage experts, advisors, consultants etc. in the interest of achieving the Company's objects.

21. To promote conservation, protect environment, theft etc. To promote conservation and protection of electricity from theft, safety of life and to protect environments including air, land and water etc.

22. To provide for welfare of employees To pay and provide for the remuneration,



amelioration and welfare of persons employed or formerly employed by the Company and their families providing for pension, allowances, bonuses, other payments or by creating for the purpose from time to time the Provident Fund, Gratuity and other Funds or Trusts.

Further to undertake building or contributing to the building or houses, dwellings or chawls by grants of money, or by helping persons employed by the Company to effect or maintain insurance on their lives by contributing to the payment of premium or otherwise and by providing or subscribing or contributing towards educational institutions, recreation, hospitals and dispensaries, medical and other assistance as the Company may deem fit.

23. To take Insurance To ensure any rights, properties, undertakings, contracts, guarantees or obligations or profits of the Company of every nature and kind in any manner with any person, firm, association, institution or company.

24. To share the profits pay, dividends and provide bonus etc To distribute among members of the Company dividend including bonus shares out of profits, accumulated profits or funds and resources of the Company In any manner permissible under law.

25. To institute and defend the legal proceedings To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and to allow time for payment or satisfaction of any debts or recovery due, claims or demands by or against the Company and to refer any claims or demands by or against the Company or any differences arising in execution of contracts to conciliation and arbitration and to observe, comply with



and/or challenge any awards preliminary, interim or final made in any such arbitration.

26. To pay and subsequently write off preliminary expenses To pay out of the funds of the Company all costs, charges, expenses and preliminary and incidental to the promotion, formation, establishment and registration of the Company or other expenses incurred in this regard.

27. To contribute and make donations Subject to provisions of Companies Act, 2013 to contribute money or otherwise assist to charitable, benevolent, religious, scientific national, defense, public or other institutions or objects or purposes.

28. To open accounts in Banks To open an account or accounts with any individual, firm or company or with any bank bankers or shrofs and to pay into and withdraw money from such account or accounts.

29. To accept gifts, donations etc. To accept gifts, bequests, devises and donations from members and others and to make gifts to members and others of money, assets and properties of any kind.

30. To pursue the objects of the Company as principal, agents, trustee or in any other capacity To carry out all or any of the objects of the company and do all or any of the above things in any part of the world and either as principal, agent, contractor or trustee or otherwise and either alone or in conjunction with others.

31. To enter into Contracts To negotiate and/or enter into agreement and contract with individuals, companies, corporations, foreign or Indian, for obtaining or providing technical, financial or any other assistance for carrying on all or any of the objects of the Company and also for the purpose of activating, research, development of projects on the



basis of know-how and/or financial participation and for technical collaboration, and to acquire or provide necessary formulate and patent rights for furthering the objects of the company.

32. To contribute towards promotion of trade and industry To aid pecuniary or otherwise, any association, body or movement having for its object the solution, settlement or surmounting of industrial or labour problems or trouble or the promotion of industry or trade.

33. To take all necessary steps for winding up of the company Subject to the provisions of Companies Act, 2013 or any amendment or re-enactment thereof in the event of windingup to distribute among the members in specie any property of the Company or any proceeds of sale on disposal of any property in accordance with the provisions of the Act.

34. To do and perform all coincidental and ancillary acts for the attainment of its objects To do all such other things as may be deemed incidental or conducive to the attainment of the above Objects or any of them and to carry on any business which may seem to the Company capable of being conveniently carried in connection with any of the Company's Objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

35. To take up studies and research experiments. To establish, provide, maintain and conduct or otherwise subsidies research laboratories and experimental workshops for scientific, technical or researches, experiments and to undertake and carry on directly or in collaboration with other agencies scientific and technical research experiments and tests of all kinds and to process,



improve and invent new products and their techniques of manufacture and to promote, encourage, reward in every manner studies and research, scientific and technical investigations and inventions of any kind that may be considered likely to assist, encourage and promote rapid advances in technology, economies, import substitution or any business which the Company is authorized to carry on.

36. To evolve scheme for restructuring or arrangement. Subject to provisions of the Companies Act, 2013, to evolve scheme for restructuring or arrangement, to amalgamate or merge or to enter into partnership or into any consortium or arrangement for sharing of profits, union of interests, co-operation, joint venture with any Person or Persons, partnership firm/firms, or company or companies carrying on or engaged in any operation capable of being conducted so conveniently in cooperation with the business of the Company or to benefit the Company or to the activities for which the Company has been established.

37. To apply for purchase, or otherwise acquire. To apply for purchase, or otherwise acquire any trademarks, patents, brevets, inventions, licenses, concessions and the like, conferring any exclusive or nonexclusive or limited rights to use, or any secret or other information as to any invention which may be capable of being used for any of the purposes of the Company, or the acquisition of which may benefit the Company and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property, rights or information so acquired.

38. To sell, dispose or hive off an undertaking of the Company To sell, dispose or hive off an



undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other association, corporation or company.

39. To sell, improve, manage, Develop To sell, improve, manage, develop, exchange, loan, lease or let, under-lease, sub - let, mortgage, dispose of, deal with in any manner, turn to account or otherwise deal with any rights or property of the Company.

40. To outsource parts of its activities
To outsource parts of its activities to achieve higher efficiencies and throughputs in the achievement of its business goals.

4 The liability of the member(s) is limited, and this liability is limited to the amount unpaid if any, on the shares held by them.

5 Every member of the company undertakes to contribute:

(i) to the assets of the company in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the company or of such debts and liabilities as may have been contracted before he ceases to be a member; and

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among themselves), such amount as may be required, not exceeding * rupees.

(iii) The share capital of the company is rupees, divided into

10000	Equity Share	Shares of	10	Rupees each	
-------	--------------	-----------	----	-------------	--

6

☒ We, the several persons, whose names and address are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

☐ I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company:



☐ We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association:

Subscriber Details					
S. No.	*Name, Address, Description and Occupation	DIN / PAN / Passport number	No. of shares taken	DSC	Dated
1	Neeraj Singh R/o C-703 F-2, The Crescent Appartment, Sector-50, Noida, Gautam BudhaNagar, Uttar Pradesh - 201301 Occupation - Service (As Nominee of PFC Consulting Limited)	0*6*3*9*	100 Equity,0 Preference		20/12/2024
2	Shri Rishab Jain R/o T-11, First Floor, Green Park Extension, Green Park Market, New Delhi - 110016 Occupation - Service (As Nominee of PFC Consulting Limited)	0*4*5*6*	100 Equity,0 Preference		20/12/2024
3	Shri Naveen Kumar R/o F-024, Assotech Windsor Court Sector78, Noida, Uttar Pradesh, India 201301 Occupation - Service (As Nominee of PFC Consulting Limited)	1*4*7*5*	100 Equity,0 Preference		20/12/2024
4	PFC Consulting Limited through Sachin Arora, Company secretary, Urjanidhi,1, Barakhamba Lane, Connaught Place, New Delhi ? 110001	A*G*A*4*4*	9400 Equity,0 Preference		20/12/2024
5	Shri Sachin Shukla R/o H1/6, 4th Floor, H1 Block, South City 2, Sector 50, Gurgaon - 122018, Haryana, India, Occupation - Service (As Nominee of PFC Consulting Limited)	0*6*3*6*	100 Equity,0 Preference		20/12/2024
6	RAKESH MOHAN Flat No 364, Sunehari Bah Apartment, Sector-13, Rohini, Delhi-110085 (Nominee of PFCCL) Occupation: Service	0*6*4*2*	100 Equity,0 Preference		20/12/2024
7	Shri Sanjay Kumar Nayak R/o K713, Jalvayu Tower, Sector-56, Gurgaon, Haryana - 122011, Occupation - Service (As Nominee of PFC Consulting Limited)	0*1*7*9*	100 Equity,0 Preference		20/12/2024
Total shares taken			10000 Equity,0 Preference		



Signed before me

Membership type of the witness (ACA/FCA/ACS/FCS/AC MA/FCMA)	*Name of the witness	*Address, Description and Occupation	DIN / PAN / Passport number / Membership number	DSC	Dated
FCS	Nitin Kochhar	Flat No. 608, Sixth Floor, Pragati Tower - 26, Rajendra Place, New Delhi - 110008, Company Secretary	6*3*		20/12/2024

7 Shri / Smt Of resident of

aged years shall be the nominee in the event of death of the sole member.



Form No. INC-34**e-AOA (e-Articles of Association)**

[Pursuant to Section 5 of the Companies Act, 2013 and rules made thereunder read with Schedule I]



Form language

• English Hindi

Refer instruction kit for filing the form

All fields marked in * are mandatory

Table applicable to company as notified under schedule I of the Companies Act, 2013 (F, G, H)

F

Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of the companies Act, 2013 is applicable to

(F – a company limited by shares

G – a company limited by guarantee and having a share capital

H – a company limited by guarantee and not having share capital)

F - A COMPANY LIMITED
BY SHARES

The name of the company is

MUNDRA I
TRANSMISSION LIMITED

Check if not applicable	Check if altered	Article No.	Description
			Interpretation
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>• 1. Interpretation clause In the interpretation of these Articles unless repugnant to the subject or context- The Act means The Companies Act 2013 as amended from time to time and includes any statutory modification or re-enactment thereof for the time being in force. Articles of the Company Articles means the articles of association of a company as originally framed or as altered from time to time or applied in pursuance of any previous company law or of this Act. Auditor(s) mean and include persons appointed as such for the time being by the Comptroller Auditor General of India. Board or Board of Directors Board or Board of Directors in relation to a company means the collective body of the directors of the company. Books of Account Books of account includes records maintained in respect of (i) all sums of money received and expended by a company and matters in relation to which the receipts and expenditure take place (ii) all sales and purchases of goods and services by the company (iii) the assets and liabilities of the company and (iv) the items of cost as may be prescribed under section 148 in the case of a company which belongs to any class of companies specified under that section. Capital Capital means the share capital for the time being raised or authorized to be raised for the purpose of the Company. Company Shall means MUNDRA I TRANSMISSION LIMITED Debenture Debenture includes debenture stock bonds or any other instrument of a company evidencing a debt whether constituting a charge on the assets of the company or not. Director(s) Director means a director appointed to the Board of a company under Section 2(34) of the Act. Dividend Dividend includes any interim dividend. Financial Institution Financial Institution includes a scheduled bank and any other financial institution defined or notified under the Reserve Bank of India Act 1934. Gender Words importing the masculine gender also include the feminine gender. Generation Company Generation Company shall mean any entity engaged in the business</p>

of generation of electricity. In Writing and Written In writing and Written include printing lithography and other modes of representing or reproducing words in a visible form. key managerial personnel key managerial personnel in relation to a company means (i) the Chief Executive Officer or the managing director or the manager (ii) the company secretary (iii) the whole-time director (iv) the Chief Financial Officer and (v) such other officer as may be prescribed. Meeting or General Meeting Meeting means Annual General Meeting or Extraordinary General Meeting of Members duly called and constituted including an adjourned meeting. In the context of Board of Directors it shall mean the meeting of the Directors including an adjourned meeting. Member Member in relation to a company means (i) the subscriber to the memorandum of the company who shall be deemed to have agreed to become member of the company and on its registration shall be entered as member in its register of members (ii) every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company (iii) every person holding shares of the company and whose name is entered as a beneficial owner in the records of a depository. Month Month means a calendar month. Office Office means the Registered Office of the company for the time being. paid-up share capital or share capital paid-up means such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid-up in respect of shares of the company but does not include any other amount received in respect of such shares by whatever name called. Persons Persons include Corporations and firms as well as individuals. Power Transmission Utility Power Transmission Utility shall mean any entity engaged in the business of power transmission. Proxy Proxy includes Attorney duly constituted under a valid Power of Attorney. Project-In-Charge A Director of the Company designated as Project In-charge for administering day to day activities of the Company. Public Company Public Company means a company which a. is not a private company and b. has a minimum paid-up share capital as may be prescribed Provided that a company which is a subsidiary of a company not being a private company shall be deemed to be public company for the purposes of this Act even where such subsidiary company continues to be a private company in its articles. Registrar Registrar means a Registrar an Additional Registrar a Joint Registrar a Deputy Registrar or an Assistant Registrar having the duty of registering companies and discharging various functions under this Act. Register of Members Register of Members means the Register of Members to be kept pursuant to the Act. Related Party Section 2(76) of the Act describes related party with reference to a company which means (i) a director or his relative (ii) a key managerial personnel or his relative (iii) a firm in which a director manager or his relative is a partner (iv) a private company in which a director or manager is a member or director (v) a public company in which a director or manager is a director or holds along with his relatives more than two per cent. Of its paid-up share capital (vi) anybody corporate whose Board of Directors managing director or manager is accustomed to act in accordance

with the advice directions or instructions of a director or manager(vii)any person on whose advice directions or instructions a director or manager is accustomed to act Provided that nothing in sub-clauses (vi) and(vii) shall apply to the advice directions or instructions given in a professional capacity (viii) any company which is (A) a holding subsidiary or an associate company of such company or (B) a subsidiary of a holding company to which it is also a subsidiary (ix) such other person as may be prescribed. Seal Means the common seal of the company for the time being. Securities Exchange Board Securities and Exchange Board means the Securities and Exchange Board of India established under section 3 of the Securities Exchange Board of India Act 1992. Securities Securities means the securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act 1956. Share Means a share in the share capital of a company and includes stock. Share Capital Share Capital means the total equity share capital of the Company agreed to be issued and called the Authorized Capital of the Company as mentioned in the Memorandum of Association of the Company. Singular Number Words importing the singular number include where the context admits the plural number and vice-versa. State Electricity Board State Electricity Board means the Electricity Board or Vidyut Board or any other body by whatever name called setup by the State Government under Electricity (Supply) Act 1948 as amended which expression shall include its successors administrators authorized representatives and permitted assigns. Transmission Company Transmission Company shall mean any entity engaged in the business of transmission of electricity. Year or Financial Year Meaning of Words Year means English calendar year and Financial Year shall have the meaning assigned thereto by Section 2(41) of the Act. Unless the context otherwise requires words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company. Marginal Notes Marginal Notes are for ease of reference only and shall not affect the construction and interpretation of these Articles. Other Expressions Other words or expressions contained in these Articles shall bear the same meaning as a reassigned to them in the Act or any statutory modifications thereof. 2. Table F not to Apply The regulations contained in Table F in the First Schedule to the Companies Act 2013 shall not apply except to the extent that the same are repeated or contained or expressly made applicable by these Articles or by the Act but the regulations for the management of the Company and for the observance of the members thereof and their representatives shall subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of or addition to its regulations by Special Resolution as prescribed by the said Companies Act 2013 be such as contained in these Articles. 3. Business Purpose The Company shall be engaged in the business of Transmission of Electricity including construction operation maintenance and other related activities.

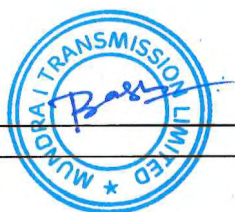
Share Capital and Variation of rights



<input type="checkbox"/>	<input checked="" type="checkbox"/>	II 1	<ul style="list-style-type: none"> 4. Share Capital Increase of capital by the Company and how carried into effect The Authorized Share Capital of the Company is as mentioned in clause V of the Memorandum of Association of the Company. The Company in General Meeting may from time to time by resolution increase its authorized share capital by creation of new shares such increase to be of such aggregate amount and to be divided in to shares of such respective amounts as may be determined by the General Meeting subject to the provisions of the Act.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2	<ul style="list-style-type: none"> 5. New Capital same as existing capital Any capital raised by the creation of new shares shall be considered as part of the original capital and shall be subject to the same provisions herein contained with reference to the payment of calls and installments forfeiture lien surrender transfer and transmission voting and otherwise.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3	<ul style="list-style-type: none"> 6. Reduction of Capital The Company may from time to time by special resolution reduce its capital which maybe paid off either with or without extinguishing or reducing liability on shares which is in excess of the wants of the company or canceling such share capital which has been lost or is unrepresented by available assets.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	<ul style="list-style-type: none"> 7. Subdivision and consolidation of shares The Companyin general meeting may from time to time sub-divide orconsolidate its shares or any of them and exercise any ofthe other powers conferred by Section 61 of the Act andshall fi le with the Registrar such notice of exercise of anysuch powers as may be required by the Act.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	5	<ul style="list-style-type: none"> 8. Register and Index of Members Benefi cial owners TheCompany shall cause to be kept a Register and also anIndex of Members and Debenture-holders in accordancewith Sections 88 of the Act. Further as permissible underSection 88 of the Act the register and Index of benefi cialowners maintained by a Depository shall be deemed tobe the corresponding Register and Index for the purposeof this Act.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	6	<ul style="list-style-type: none"> 9. Foreign Register of members The Company shall beentitled to keep in any country outside India a ForeignRegister of members resident in that country subject tocompliance with the provisions of Section88 of the Act.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	7	<ul style="list-style-type: none"> 10. Shares to be numbered distinctively The shares in thecapital held otherwise than in the depository mode shallbe numbered progressively in sequence and givendistinctive number Except and in the manner hereinmentioned no share shall be forfeited or surrendered andshall continue to bear the number which it had originallyborne.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> 11. Share Application Money The Company shall ensurethat the share application money paid is held by it in anaccount with a Scheduled Commercial Bank (in the nameof the Company). 12. Further Issue of Capital (a) Whereat any time the Company wishes to raise its subscribedshare capital by issue of further shares it shall fi rst offersuch shares to its existing shareholders in proportion totheir existing shareholdings on the date of



such issue. Such offer to the existing shareholders shall be in accordance with the provisions of Section 62 of the Act. (b) The Company shall subject to applicable provisions of the Act and Articles of Association make uniform calls from time to time upon all the Shareholders in respect of the moneys remaining unpaid on the issued share capital within 30 days or such time as the Board may deem fit and appropriate. 13. Shares under control of Directors Subject to the provisions of these Articles and of the Act the shares including any shares forming part of any increased capital of the Company shall be under the control of the Directors who may allot or otherwise dispose of the shares to such persons in such proportion on such terms and conditions and at such times as the Directors may think fit and subject to the sanction of the Company in General Meeting subject to the provisions of Sections 52 and section 54 of the Act at a premium or par and such option being exercisable for such time and for such consideration as the Directors think fit. The Board shall cause to be filed the returns as to allotment provided for in Section 39(4) of the Act. 14. Issue of shares for consideration other than cash Subject to these Articles and the provisions of the Act if any the Board may issue and allot shares in the capital of the Company as payment or in consideration or as part payment or in part consideration of the purchase or acquisition of any property or for services rendered to the Company in the conduct of its business and shares which may be so issued or allotted shall be credited or deemed to be credited as fully paid up or partly paid up shares. 15. Power of Company to Issue Shares The Company in General Meeting may subject to the provisions of Section 42 62 of the Act provide that any shares (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether a Member or not) in such proportion and on such terms and conditions of the Act) at a premium or at par or at a discount as such General Meeting shall determine and with full power to give any person (whether a Member or not) the option to call for or be allotted shares of any class of the Company either subject to compliance with the provisions of Sections 52 and 54 of the Act at a premium or at par or at discount such option being exercisable at such times and for such consideration as may be directed by such General Meeting or the Company in General Meeting may make any other provisions whatsoever for the issue allotment or disposal of any shares. 16. Acceptance of shares Any person applying for shares in the Company followed by an allotment of any shares and subscribers to the Memorandum shall be a shareholder within the meaning of these Articles and every person whose name is on the Register of Members shall for the purposes of these Articles be a Member of the Company. 17. Deposit call to be a debt payable Immediately The Money (if any) which the Board shall on the application for allotment of any shares being made by them require or direct to be paid by way of deposit call or otherwise in respect of any shares allotted by them shall immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such shares become a debt due to and recoverable by the Company from the allottee thereof and shall be paid by him accordingly. 18. Liability of Members Every Member



or his heirs executors or administrators shall pay to the Company the portion of the capital and premium if any represented by or payable on his share or shares which may for the time being remain unpaid thereon in such amounts at such time or times and in such manner as the Board shall from time to time in accordance with the Company's regulations require or fix for the payment thereof.

19. Share Certificates A certificate issued under the common seal of the company specifying the shares held by any person shall be prima facie evidence of the title of the person to such shares.

(a) Every Member or allottee of shares who is holding such shares in the physical form shall be entitled without payment to receive certificate specifying the name of the person in whose favour it is issued the shares to which it relates and the amount paid-up thereof. Such certificates shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of the letter of allotment or the fractional coupons of requisite value save in case of issues against letters of acceptance or of renunciation or in cases of issue of bonus shares. Every such certificate shall be issued under the seal of the Company which shall be affixed in the presence of two Directors and the Secretary or some other person appointed by the Board for the purpose and the two directors and the Secretary or other persons as authorized by the Board shall sign the share certificate. Provided if the composition of the Board permits of it at least one of the afore said two directors shall be a person other than a Managing or a Whole Time Director. Particulars of every share certificate issued shall be entered in the Register of Members against the name of the person to whom it has been issued indicating the date of issue. For issue of any further duplicate certificate the Board shall be entitled to charge such amount which shall not exceed fifty Rupees per Certificate.

(b) A Director may sign a share certificate by affixing his signature thereon by means of any machine equipment or other mechanical means such as engraving in metal or lithography but not by means of a rubber stamp. PROVIDED that the Director shall be personally responsible for the safe custody of such machine equipment or other material used for the purpose.

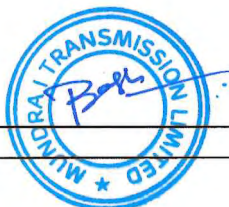
20. Renewal of Share Certificates (a) No certificate of any share or shares shall be issued either in exchange for those which are sub-divided or consolidated or in replacement of those which are defaced mutilated torn or old decrepit destroyed or where the pages on the reverse for recording transfers have been duly utilized unless the certificate in lieu of which it is issued is surrendered to the Company and for issuing such share certificate the company may charge such fee as the Board thinks fit not exceeding twenty rupees per certificate.

(b) When a new share certificate has been issued in pursuance of clause (a) of this Article it shall state on the face of it and against the stub or counterfoil to the effect that it is Issued in lieu of share certificate No. sub-divided replaced on consolidation.

(c) If a share certificate is lost or destroyed a new certificate in lieu thereof shall be issued only with the prior consent of the Board and on such reasonable terms such as furnishing supporting evidence and indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating



evidence produced as the Board thinks fit. (d) When a new share certificate has been issued in pursuance of clause (c) of this Article it shall state on the face of it and against the stub or counterfoil to the effect that it is duplicate issued in lieu of share certificate No. and the word duplicate shall be stamped or printed prominently on the face of the share certificate. (e) Where a new share certificate has been issued in pursuance of clause (a) and or clause (c) of this Article particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Share Certificates indicating against the name(s) of the person(s) to whom the certificate is issued the number and date of issue of the share certificate in lieu of which the new certificate is issued and the necessary changes indicated in the Register of Members by suitable crossreference in the Remarks column. (f) All blank forms to be used for issue of share certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board and the blank forms shall be consecutively machine-numbered and the forms and the blocks engravings facsimiles relating to the printing of such forms shall be kept in the custody of the Secretary or of such other person as the Board may appoint for the purpose and the Secretary or the other person aforesaid shall be responsible for rendering an account of these forms to the Board. (g) The Committee of the Board Company Secretary of the Company or a Director specifically authorized by the Board for such purposes shall be responsible for the maintenance preservation and safe custody of all books and documents relating to the issue of share certificates including the blank forms of share certificates referred to in clause (f). (h) All books referred to in clause (g) shall be preserved in good order for not less than thirty years and in disputed cases shall be preserved permanently. 21. Joint holders (a) Where two or more persons are registered as the holders of any share they shall be treated as a single shareholder and shall be deemed to hold the same as joint holders with benefits of survivorship subject to the following and other provisions contained in these Articles. (b) The Company shall be entitled to decline to register more than four persons as the holders of any share. (c) The Joint holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such shares. (d) On the death of any such joint holder the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit and nothing herein contained shall be taken to release the estate of the deceased joint holder from any liability on shares held by him jointly with any other person. (e) Delivery of share certificate to anyone of such joint holders shall be deemed to be delivery to all of them and any one of such joint holders may give effectual discharge and receipts for any dividends or other moneys payable in respect of such shares and or in respect of any other obligation of the Company towards them. (f) Only the person whose name stands in the Register of Members as the first of the joint holders of any shares shall be entitled to delivery of the certificate relating to such share or to receive notices from the Company and any notice given to such




		<p>person shall be deemed proper notice to all joint holders.</p> <p>(g) Any one of two or more joint holders may vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy the holder whose name stands first or higher (as the case may be) on the Register of Members in respect of such share shall alone be entitled to vote in respect thereof. PROVIDED always that a member present at any meeting personally shall be entitled to vote in preference to a person present by proxy although the name of such person present by proxy stands first on the Register of Members in respect of such shares.</p> <p>22. Terms and Conditions of Preference Shares Subject to the provisions of section 55 any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may by special resolution determine.</p> <p>23. Company to have lien on shares The Company shall have a first and paramount lien upon all shares (other than fully paid up shares) registered in the name of each member (whether solely or jointly with others) and upon the sale proceeds thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of all such shares (not being fully paid up) for all moneys presently payable by him or his estate to the Company. Any such lien shall extend to all dividends payable and bonuses declared from time to time declared in respect of such shares.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lien
<div style="text-align: center;">9</div>		<ul style="list-style-type: none"> 23. Company to have lien on shares The Company shall have a first and paramount lien upon all shares (other than fully paid up shares) registered in the name of each member (whether solely or jointly with others) and upon the sale proceeds thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of all such shares (not being fully paid up) for all moneys presently payable by him or his estate to the Company. Any such lien shall extend to all dividends payable and bonuses declared from time to time declared in respect of such shares.
<div style="text-align: center;">10</div>		<ul style="list-style-type: none"> 24. Enforcing lien by sale For the purpose of enforcing such lien the Board may sell the shares subject thereto in such manner as they shall think fit and for that purpose it may cause to be issued a duplicate certificate in respect of such shares and may authorize one of their Directors to execute a transfer thereof on behalf of and in the name of the Board. No sale shall be made until notice period for making call as aforesaid have expired and until notice in writing of the intention to sell shall have been made known to the shareholder for default in payment and default has been made by him in the payment of money called in respect of such shares for thirty days after the date of such notice. Upon issue of a duplicate certificate or certificates in lieu of the original share the certificate or certificates originally issued shall stand cancelled and become null and void and the same shall have no effect.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> 25. Application of proceeds of sale The net proceeds of any such sale shall be received by the Company



	11	and applied in or towards payment of such part of the amount as is presently payable and the residue if any shall (subject to a like lien for sums not presently payable as existed upon the shares before sale) be paid to the person entitled to the shares at the date of the sale.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	12
		Calls on shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>	13
		<ul style="list-style-type: none"> 26. Directors may make calls The Board may from time to time subject to the terms on which any shares may have been issued and subject to the conditions of allotment by a resolution passed at a meeting of the Board (and not by resolution by circulation) make such calls as it thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively and each member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the board. A call may be made payable by installments.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	14
		<ul style="list-style-type: none"> 27. Notice of calls Not less than thirty days notice in writing of any call shall be given by the Company specifying the time and place of payment and the person or persons to whom such call shall be paid.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15
		<ul style="list-style-type: none"> 28. When call made A call shall be deemed to have been made at the time when the resolution of the Board authorizing such call was passed at a meeting of the Board and demand notice is issued.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	16
		<ul style="list-style-type: none"> 29. Calls may be revoked or postponed A call may be revoked or postponed at the discretion of the Board.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	17
		<ul style="list-style-type: none"> 30. Directors may extend time The Board may from time to time at its discretion extend the time fixed for the payment of any call and may extend such time as to all or any of the Members for reasons which the Board may consider satisfactory but no Member shall be entitled to such extension save as a matter of grace.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
		<ul style="list-style-type: none"> 31. Calls to carry interest If any Member fails to pay any call due from him on the day appointed for payment thereof or any such extension thereof as aforesaid he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at rate not exceeding 10 per cent per annum as may be decided by the Board but the Board may in its absolute discretion and in special circumstances waive or reduce the levy of interest as deemed appropriate. Sums deemed to be call Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date whether on account of the nominal value of the share or by way of premium shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. 32. Sums deemed to be call Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date whether on account of the nominal value of the share or



	18	<p>by way of premium shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. 33. Partial payment not to preclude Forfeiture Neither the receipt by the Company of a portion of any money which shall from time to time be due from any Member to the Company in respect of his shares either by way of principal or interest nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided. 34. Payment in anticipation of calls may carry interest The Board may if it thinks fit agree to and in anticipation receive from any Member willing to advance the same all or any part of the amounts of his respective shares beyond the sums actually called up and upon the moneys so paid in advance or upon so much thereof from time to time and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made the Board may pay or allow interest at such rate as the Member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months notice in writing. PROVIDED that moneys paid in advance of calls on any shares may carry interest but shall not confer a right to dividend or to participate in profits. (b) No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.</p>
<input type="checkbox"/>		Transfer of shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	19	<ul style="list-style-type: none"> 35. Register of Transfers The Company shall maintain a Register of Transfers and therein shall be fairly and distinctly enter the particulars of every transfer or transmission of any share in the physical form.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	20	<ul style="list-style-type: none"> 36. Form of transfer The instrument of transfer shall be in writing and in such form as prescribed under the Act. All the provisions of Section 56 of the Act shall be duly complied with in respect of all transfers and of the registration thereof. The Company shall not charge any fee for registration of a transfer of shares or debentures.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	21	<ul style="list-style-type: none"> 37. Instrument of Transfer to be completed and presented to the Company The Instrument of Transfer duly stamped and executed by the transferor and the transferee shall be delivered to the Company in accordance with the provisions of the Act. The instrument of transfer shall be accompanied by the Share Certificate or such evidences the Board may require to prove the title of transferor and his right to transfer the shares and every registered Instrument of Transfer shall remain in the custody of the Company until destroyed by order of the Board. Any instrument

		of transfer which the Directors may decline to register shall be returned to the person depositing the same.
<input type="checkbox"/> <input checked="" type="checkbox"/>	22	<p>• 38. Transferor deemed to be holder The transferor shall be deemed to be the holder of such shares until the name of the transferee shall have entered in the Register of Members in respect thereof. Before the registration of a transfer the certificate or certificates of the shares must be delivered to the Company along with Transfer Deed. No transfer to insolvent etc. 39. No transfer shall be made to a person of unsound mind or to an insolvent. 40. Closure of Register of Members Debenture holders The Directors shall have power on giving not less than seven days previous notice as required by Section 91 of the Act to close the Register of Transfer Register of Members or Register of Debenture holders or the register of other security holders of the Company for any period or periods not exceeding in the aggregate forty-five days in each year (but not exceeding thirty days at any one time) as they may determine. 41. Nomination by shareholder Every shareholder or debenture holder may at any time nominate in the prescribed manner a person to whom his shares or debenture shall vest in the event of his death as provided in Section 72 of the Act. 42. Title to shares of deceased holder In the event there is no nomination the executors or administrators of a deceased Member or the holder of a Succession Certificate in respect of the shares of a deceased Member (not being one of two or more joint holders) shall be the only persons whom the Company will be bound to recognize as having any title to the shares registered in the name of such Member and the Company shall not be bound to recognize such executors or administrators or holders unless such executors administrators or holders shall have first obtained probate or Letters of Administration or Succession Certificate as the case may be from a duly constituted Court in India. PROVIDED that the Directors may at their absolute discretion dispense with production of Probate Letters of Administration or Succession Certificate upon such terms as to indemnity or otherwise as they think fit and may enter the name of the person who claims to be absolutely entitled to the shares standing in the name of a deceased Member as a Member.</p>
		Transmission of shares
<input type="checkbox"/> <input checked="" type="checkbox"/>	23	<p>• 43. Transmission of Shares Subject to the provisions of the Act any person becoming entitled to any share in consequence of the death lunacy or insolvency of any Member or by any lawful means other than by a transfer in accordance with these Articles may with the consent of the Directors (which they shall be under no obligation to give) and upon producing such evidence that he sustains the character in respect of which he proposes to act under this. Article or of his title as the Directors may require and upon such indemnity as the Directors may require either be registered as a Member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as a Member in respect of such shares. PROVIDED that if such persons shall elect to have his nominee registered he shall testify his election by executing in favor of his nominee an instrument of</p>



		transfer in accordance with these Articles and until he does so he shall not be freed from any liability in respect of such shares.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	24	<ul style="list-style-type: none"> 44. Right of Board to decline or suspend registration (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.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	25	<ul style="list-style-type: none"> 45. The Company not liable for disregard of notice prohibiting registration of transfer The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purported to be made by any apparent legal owner thereof (as shown or appearing in register of Members) to the prejudice of persons having or claiming any equitable right title or interest to or in the same shares notwithstanding that the Company may have had notice of such equitable right title or interest or notice prohibiting registration of such transfer and may have entered such notice or referred to it in any book or attended or given effect to any notice which may have been given to it of any equitable right title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Directors shall so think fit.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	26	<ul style="list-style-type: none"> 46. Rights of successors A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would have been entitled if he were the registered holder of the shares except that he shall not before being registered as a Member in respect of the shares be entitled to exercise any right conferred by membership in relation to meetings of the Company. PROVIDED that the Directors shall at any time give notice requiring any such person to elect to be registered himself or to transfer the shares and if the notice is not complied with within ninety days from the date of issue of the notice the Directors may thereafter withhold payment of all dividends bonuses or other moneys payable in respect of the shares until the requirements of the notice have been complied with.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	27	•
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
		Forfeiture of shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	28	<ul style="list-style-type: none"> 47. If money payable on shares not paid notice to be given to members If any Member fails to pay any call or installment of a call on or before the day appointed for the payment of the same or any such extension thereof as aforesaid the Board may at any time thereafter



		duringsuch time as any part of the call or installment remainsunpaid serve a notice on him requiring him to pay thesame together with any interest which may have accruedand all expenses that may have been incurred by theCompany by reason of such non-payment.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	29	<ul style="list-style-type: none"> 48. Contents of Notice The notice shall name a furtherday (not being less than fourteen days from the date ofthe service of notice) and a place or places on and atwhich such call or installment and such interest thereonat such rate as the Directors shall determine from theday on which such call or installment ought to have beenpaid and expenses as aforesaid are to be paid. Thenotice shall also state that in the event of the non-payment on or before the day at or before the time and atthe place appointed the shares in respect of which thecall was made or installment is payable shall be liable tobe forfeited.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	30	<ul style="list-style-type: none"> 49. In default of payment shares to be Forfeited If therequirement of any such notice as aforesaid are notcomplied with every or any share in respect of whichsuch notice has been given may at any time thereafterbut before payment of all calls or installments interestand expenses due in respect thereof be forfeited by aresolution of the Board to that effect. Such forfeitureshall include all dividends declared or any other moneyspayable in respect of the aforesaid share and not actuallypaid before the forfeiture. In default of payment sharesto be Forfeited.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	31	<ul style="list-style-type: none"> 50. Notice of forfeiture to a Member When any shareshall have been so forfeited notice of the forfeiture shallbe given to the Member in whose name it stoodimmediately prior to the forfeiture and an entry of theforfeiture with the date thereof shall forthwith be made inthe Register of Members but no forfeiture shall be in anymanner invalid by any omission or neglect to make anysuch entry as aforesaid in the Register.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	32	<ul style="list-style-type: none"> 51. Forfeited share to be property of the Company andmay be sold etc. Any share so forfeited shall be deemedto be the property of the Company and maybe sold re-allotted or otherwise disposed of either to the originalholder thereof or to any person upon such terms and insuch manner as the Board shall think fi t.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	33	<ul style="list-style-type: none"> 52. Member still liable to pay calls owing at the time offorfeiture and interest Any members whose shares havebeen forfeited shall notwithstanding the forfeiture be liable to pay and shall forthwith pay to the Company ondemand all calls installment interest and expensesowing upon or in respect of such shares at the time ofthe forfeiture together with interest accrued thereon atthe time of the forfeiture at such rate as the Board maydetermine and the Board may enforce the paymentthereof if it thinks fi t.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	
		<ul style="list-style-type: none"> 53. Effect of forfeiture The forfeiture of a share shallinvolve extinction at the time of the forfeiture of allinterest in and all claims and demands against theCompany in respect of the share and all other rightsincidental to the share except only such of those rightsas by these Articles are expressly saved. 54. Evidence offorfeiture A declaration in writing by



34

Chairman or Managing Director of the Company or by any person duly authorised in this regard that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration and thereceipt of the Company for the consideration if any given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom the shares are sold shall be registered as the holder of such shares and shall not be bound to see as to the application of the purchase money nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture sale or disposition. 55. Validity of sale under Articles of forfeited shares Upon any sale after forfeiture or for enforcing alien in purported exercise of the powers herein before given the board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchasers name to be entered in the Register of Members in respect of the shares sold and the purchasers shall not be bound to see the regularity of the proceedings or to the application of the purchase money and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sales shall be in damages only and against the Company exclusively. 56. Cancellation of Share Certificates in respect of forfeited shares Upon any sale re-allotment or other disposal under the provisions of the preceding Articles the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been (previously) surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitled thereto. 57. Power to annul forfeiture The Board may at any time before any share so forfeited shall have been sold re-allotted or otherwise disposed of annul the forfeiture thereof upon such terms and conditions as it thinks fit.

Alteration of capital

- 58. Alteration of Share Capital The company may from time to time by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as may be specified in the resolution. Subject to the provisions of section 61 the company may by ordinary resolution the Company may from time to time—(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 shares or any of them into shares of smaller amount than is fixed by the memorandum so however that in the sub-division the proportion between the amount paid and the amount if any unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived. (d) Cancel any shares which as the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish

35



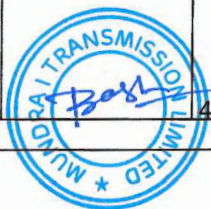
			<p>the amount of its share capital by the amount of the share so cancelled. The resolution whereby any share is sub-divided may determine that as between the holders of the shares resulting from such sub-division one or more of such shares shall have some preference or special advantage as regards dividend capital voting or otherwise over or as compared with the others or others subject to the provisions of the Act. Subject to the provisions of Sections 66 of the Act the Board may accept from any member the surrender on such terms and conditions as shall be agreed of all or any of his shares. 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.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	36	•
<input type="checkbox"/>	<input checked="" type="checkbox"/>	37	•
<input type="checkbox"/>	<input checked="" type="checkbox"/>	38	•
			Capitalisation of profits
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>• 59. Capitalization of Profits (1) Any General Meeting of the Company may resolve that any amounts standing to the credit of the Free Reserve or Share Premium Account or the Capital Redemption Reserve Account or any money's investment or other assets forming part of the undivided profits including profits or surplus monies arising from the realization and (when permitted by the law) from the appreciation in value of any capital asset of the Company standing to the credit of the General Reserve or any other Reserve or Reserve Fund or any other Fund of the Company or in the hands of the Company and available for dividend be capitalized – (a) by the issue and distribution of shares as fully paid-up and to the extent permitted by the Act debentures debenture stock bonds or other obligations of the Company or (b) by crediting share of the Company which may have been issued and are not fully paid-up with the whole or any part of the sum remaining unpaid thereon PROVIDED that any amounts standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account shall be applied only in crediting the payment of capital on shares to be issued to Members as fully paid bonus shares (Further capitalization of reserve created by the revaluation of assets are not to be used for issuance of Bonus Shares as per section 63 of the Act). (2) Such issue and distribution under sub-clause (1) (a) of this Article and payment to the credit of unpaid share capital under sub-clause (1) (b) of this Article shall be made among and in favour of the Members or any class of them or any of them entitled thereto and in accordance with their respective rights and interests and in proportion to the amount of capital paid-up on the shares held by them respectively in respect of which such distribution or payment shall be made on the footing that such Members become entitled thereto as capital. (3) The Directors shall give effect to any such resolution and for the said purpose the Board may settle any difficulty which may arise in regard to distribution as it thinks expedient including in regard to fractional entitlements and shall apply such profits</p>



39

General Reserve other Reserve or any other Fund or account as aforesaid as may be required for the purpose of making payment in full on the shares or other obligations of the Company so distributed under sub clause (1) (a) of this Article or (as the case may be) for the purpose of paying in whole or in part the amount remaining unpaid on the shares which may have been issued and are not fully paid-up under sub-clause (1)(b) above. PROVIDED that no such distribution or payment shall be made unless recommended by the Directors and if so recommended such distribution and payment shall be accepted by such Members as aforesaid in full satisfaction of their interest in the said capitalized fund. (4) For the purpose of giving effect to any such resolution the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates and may fix the value for distribution of any specific asset and may determine that any cash payment be made to any Members on the footing of the value so fixed and may vest any such cash shares debentures stock bonds or other obligations in trustees upon such trusts for the persons entitled thereto as may seem expedient to the directors and generally may make arrangement for the acceptance allotment and sale of such shares debentures debentures stock bonds or other obligations and fractional certificates or otherwise as they may think fit. (5) When deemed requisite a proper contract shall be entered into in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the Members entitled as aforesaid. Subject to the provisions of the Act and these Articles in cases where some of the shares of the Company are fully paid and others are partly paid such capitalization may be effected by the distribution of further shares in respect of the fully paid shares and by crediting the partly paid shares with the whole or part of the unpaid liability thereon but so that as between the holders of the fully paid shares and the partly paid shares the sums so applied in the payment of such further shares and in the extinguishment or diminution of the liability on the partly paid shares shall be applied pro rata in proportion to the amount then already paid or credited as paid on the existing fully paid and partly paid shares respectively.

<input type="checkbox"/>	<input checked="" type="checkbox"/>	40	.
			Buy-back of shares
<input type="checkbox"/>	<input checked="" type="checkbox"/>	41	<ul style="list-style-type: none"> 60. Buy Back of Shares Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force the company may purchase its own shares or other specific securities.
			General meetings
<input type="checkbox"/>	<input checked="" type="checkbox"/>	42	<ul style="list-style-type: none"> 61. Annual General Meeting The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. If for any reason beyond the control of the Board the general meeting (including an Annual General meeting) cannot be held on the appointed day the Board shall have



			<p>power to postpone the General meeting of which a notice should be given to the members. Every member of the Company shall be entitled to attend either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	43	<p>62. Extraordinary General Meeting The Board may whenever it thinks fit call an Extraordinary General Meeting of the Company. The Board shall at the requisition in writing by a Member or Members holding in the aggregate not less than one-tenth of such of the paid-up capital of the company on that date and carry the right of voting in regard to the matter in respect of which the requisition has been made. 63. Requisition of Members to state object of Meeting Any valid requisition so made by Members must state the object or objects of the meeting proposed to be called and must be signed by the requisitionists and deposited at the registered office of the company. PROVIDED that such requisition may consist of several documents in like form each signed by one or more requisitionists. 64. On receipt of requisition Directors to call meeting and in default requisitionists may do so Upon the receipt of any such requisition the Board shall forthwith call an Extraordinary General Meeting and if they do not proceed within twenty-one days from the date of the requisition being deposited at the Registered Office to cause a meeting to be called on a day not later than forty-five days from the date of deposit of the requisition the requisitionists or such of their number as represent either a majority in value of the paid-up share capital held by all of them or one-tenth of such of the paid-up share capital of the Company as is referred to in Section 100(2) of the Act whichever is less may themselves call the meeting but in either case any meeting so called shall be held within three months from the date of the deposit of the requisition as aforesaid. 65. Meeting called by requisitionists Any meeting called under the foregoing Articles by the requisitionists shall be called in the same manner as nearly as possible as that in which meetings are to be called by the Board. 66. Twenty-one days notice of meeting to be given A general meeting of a Company may be called by giving not less than clear twenty-one days notice either in writing or through electronic mode in such a manner as may be prescribed Every notice of a meeting shall specify the place date day and the hour of meeting and shall contain statement of the business to be transacted at such meeting. And The notice of every meeting shall be given to every member of the Company Legal Representative of any deceased member or the assignee of an insolvent member auditor or auditors of the Company and every director of the Company and all such persons as are under these Articles entitled to receive notice from the Company Provided that a general meeting may be called after giving shorter notice than that specified in this sub-section if consent in writing or by electronic mode is accorded thereto (i) in the case of an annual general meeting by not less than ninety-five per cent. of the members entitled to vote thereat and (ii) in the case of any other general meeting by members of the company (a) holding if the company has a share capital majority in number of members entitled to vote and who represent not less than ninety-five per cent. of such part</p>



			<p>of the paid-up share capital of the company as gives a right to vote at the meeting or (b) having if the company has no share capital not less than ninety-five per cent. of the total voting power exercisable at that meeting</p> <p>Provided further that where any member of a company is entitled to vote only on some resolution or resolutions to be moved at a meeting and not on the others those members shall be taken into account for the purposes of this sub-section in respect of the former resolution or resolutions and not in respect of the latter.</p>
			Proceedings at general meetings
<input type="checkbox"/>	<input checked="" type="checkbox"/>	44	<ul style="list-style-type: none"> 67. Business to be transacted at the General Meeting and nature thereof in the case of an Annual General Meeting all business to be transacted there at shall be deemed special other than (i) the consideration of the financial statements and reports of the Board of Directors and Auditors (ii) the declaration of any dividend (iii) the appointment of Directors in place of those retiring (iv) the appointment of and the fixing of the remuneration of the Auditors and in the case of any other meeting all business shall be deemed to be Special Business and there shall be annexed to the notice of the Meeting an Explanatory statement setting out all material facts concerning each such item of special business including in particular the nature of the concern or interest financial or otherwise if any therein of (i) every Director and the Manager (if any) (ii) every other key managerial personnel and relatives of the persons mentioned in subclauses (i) and (ii). Where any such item of Special Business relates to or affects any other company the extent of shareholding interest in such other company of every promoter director and the manager if any and of every other key managerial personnel of the Company shall also be set out in the statement if the extent of such shareholding interest is not less than two per cent of the paid-up share capital of that other company and where any item of business consists of the obtaining of approval to any documents by the meeting the time and place where the document can be inspected shall be specified in the statement aforesaid. The annual general meeting shall be called during business hours on any day that is not a National Holiday and it is to be held either at the registered office of the company or at some other place within the city in which the registered office of the company is situated.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	45	<ul style="list-style-type: none"> 68. Omission to give notice not to invalidate a resolution passed. The accidental omission to give any such notice as aforesaid to any of the Members or the non-receipt thereof shall not invalidate any resolution passed at any such meeting.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	46	<ul style="list-style-type: none"> 69. Meeting not to transact business not mentioned in notice. No General Meeting Annual or Extraordinary shall be competent to enter upon discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	47	<ul style="list-style-type: none"> 70. Body Corporate deemed to be personally present. A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with Section 113 of the Act.



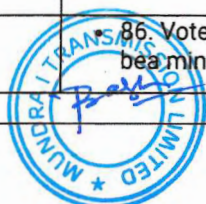
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>71. Quorum at General Meeting No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided herein the quorum for the general meetings shall be as provided in section 103 of the Companies Act 2013 72.. If quorum not present meeting to be dissolved or adjourned If at the expiration of half an hour from the time appointed for holding a general meeting of the Company a quorum is not present the meeting if convened by or upon the requisition of Members shall stand dissolved but in any other case the meeting shall stand adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is not a public holiday at the same time and place or to such other day and at such other time place as the Board may determine and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting the Members present shall form the quorum and may transact the business for which the meeting was called. 73. Chairman of General Meeting The Chairman of the Board shall be entitled to take the Chair at every General Meeting whether Annual or Extraordinary. If at any meeting the Chairman is not present within fifteen minutes of the time appointed for holding such meeting or he has informed that he shall be unable or unwilling to take the Chair then any one of the directors with mutual consent shall so preside at the meeting. If no Director be present or if all the Directors present decline to take the Chair then the Members present shall elect one of the members to be the Chairman of the Meeting. 74. No Business whilst chair vacant No business shall be discussed at any General Meeting except the election of a Chairman whilst the Chair is vacant. 75. Chairman with consent may adjourn meeting The Chairman with the consent of the Members may adjourn any meeting from time to time and from place to place within the city town or village in which the Registered Office of the Company is situated but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Notwithstanding the provision as above in the event of disorder at a validly convened meeting the Chairman may adjourn the meeting provided that such an adjournment shall not be a longer period than the Chairman considers necessary to bring order at the meeting and Chairman communicates his decision to those present in so far as it is possible. 76. Questions at General Meeting how Decided Every question submitted to a meeting shall be decided in the first instance unless a poll is demanded on a show of hands. Before or on the declaration of the result of the voting on any resolution on a show of hands a poll may be ordered to be taken by the Chairman of the meeting on his own motion and shall be ordered to be taken by him on a demand made in that behalf by any member or members present in person or by proxy and holding shares in the Company which confer a power to vote on the resolution not being less than one-tenth of the total voting power in respect of the Resolution or on which an aggregate sum of not less than five lakh rupees has been paid up. The demand for a poll may be withdrawn at any time by the person or persons making the demand. Unless a poll is so demanded a</p>
--------------------------	-------------------------------------	---

48

declaration by the Chairman that a resolution has been shown to have been carried through unanimously or by a particular majority or lost and an entry to that effect in the Minutes Book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. 77. Chairman's Casting Vote In the case of an equality of votes the Chairman shall have a casting vote in addition to the vote or votes to which he may be entitled otherwise. 78. Poll to be taken if demanded If a poll is demanded as aforesaid the same shall be taken at such time (not later than forty-eight hours from the time when the demand was made) and place in the city or town in which the Registered office of the Company is for the time being situated as the Chairman shall direct either at once or after an interval or adjournment and the result of the poll shall be deemed to be the resolution of the meeting. 79. In which case poll taken without Adjournment Any poll duly demanded on the election of the Chairman of a meeting or on any question of adjournment shall be taken at the meeting forthwith. 80. Demand for poll not to prevent transaction of other business The demand for a poll except on the questions of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. 81. Minutes of General Meetings (a) The Company shall cause minutes of the proceedings of every General Meeting or every resolution passed by postal ballot to be kept by making within thirty days of the conclusion of every such meeting concerned record thereof kept with Minute Book for that purpose with their pages consecutively numbered. (b) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period by a Director duly authorised by the Board for the purpose. (c) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise. (d) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat. (e) All decisions taken and appointments of officers made at any meeting aforesaid shall be included in the minutes of the meeting. (f) Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting (a) is or could reasonably be regarded as defamatory of any person or (b) is irrelevant or immaterial to the proceedings or (c) is detrimental to the interests of the Company. The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds. (g) Any such minutes shall be evidence of the proceedings recorded therein. Where the minutes have been kept in accordance with section then until the contrary is proved the meeting shall be deemed to have been duly called and held all appointments of directors key managerial personnel auditors or company secretary in practice shall be deemed to be valid. No document purporting to be a report of the proceedings of any



			<p>general meeting of a company shall be circulated or advertised at the expense of the company unless it includes the matters required to be contained in the minutes of the proceedings of such meeting. The company shall observe secretarial standards with respect to general and Board meetings specified by the Institute of Company Secretaries of India constituted under section 3 of the Company Secretaries Act 1980 and approved as such by the Central Government. (h) The book containing the minutes of the proceedings of any general meeting of the Company or of a resolution passed by postal ballot shall be kept at the registered office of the Company and shall be open during business hours to the inspection by any member without any charge for such period not being less than two hours in each business day are allowed for inspection.</p>
			Adjournment of meeting
<input type="checkbox"/>	<input checked="" type="checkbox"/>	49	<ul style="list-style-type: none"> 82. Adjournment of Meeting (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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	50	<ul style="list-style-type: none"> 83. Members in arrears not to vote No member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholder either upon a show of hands or upon a poll in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised any right of lien.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	51	<ul style="list-style-type: none"> 84. Number of votes to which Member Entitled Subject to the provisions of these Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the Company every Member shall be entitled to be present and to speak and vote at such meeting by show of hand for which the Member present in person shall have one vote. On a poll taken at a meeting of a company a member entitled to more than one vote or his proxy need not to use all his votes or cast in the same way all the votes he uses.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	52	<ul style="list-style-type: none"> 85. Votes by a Member entitled to more than one vote On a poll taken at a meeting of the Company a Member entitled to more than one vote by virtue of his share-holding or his proxy or other person entitled to vote for him as the case may be need not if he votes use all his votes or cast in the same way all the votes he uses and he may vote in different manner as he deems fit.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> 86. Vote of Member who is a minor If any shareholder be a minor the vote in respect of his share or shares shall



		53	<p>beby his guardian or any one of his guardians if more thanone to be selected in case of dispute by the Chairman ofthe meeting.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	54	<ul style="list-style-type: none"> 87. Votes of Joint Members If there be joint registeredholders of any shares the vote of the senior who tendersa vote whether in person or by proxy shall be accepted tothe exclusion of the votes of the other joint holders. Forthis purpose seniority shall be determined by the order inwhich the namesst and in the register of members.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	55	<ul style="list-style-type: none"> 88. Voting in person or by proxy or RepresentativeSubject to the provisions of these Articles votes may begiven either personally or by proxy. A body corporatebeing a Member may vote either by proxy or by arepresentative duly authorised in accordance withSection 113 of the Act and such representative shall beentitled to exercise the same rights and powers(includingthe right to vote by proxy) and by postal ballot on behalfof the body corporate which he represents as that bodycould exercise if it were an individual Member of theCompany.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	56	<ul style="list-style-type: none"> 89. Votes in respect of shares of Deceased Any personentitled under the Transmission Clause to transfer anyshares may vote at any General Meeting in respectthereof in the same manner as if he were the registeredholder of such shares. PROVIDED that forty-eight hoursat least before the time of holding the meeting oradjourned meeting as the case maybe at which heproposes to vote he shall satisfy the Chairman of hisright to transfer such shares and give such indemnity (ifany) as the Chairman may require or the Chairman shallhave previously admitted his right to vote at suchmeeting in respect thereof. 90. Time for objection to voteNo objection shall be made to the validity of any voteexcept at the meeting or poll at which such vote wastendered and every vote whether given personally or byproxy not disallowed at such meeting or poll shall bedeemed valid for purposes of such meeting or pollwhatsoever. 91. Chairman of the meeting to be the judgeof the validity of any Vote The Chairman of any meetingshall be the sole judge of the validity of every votetendered at such meeting. The Chairman present at thetaking of a poll shall be the sole judge of the validity ofevery vote tendered at such poll.
			Proxy
<input type="checkbox"/>	<input checked="" type="checkbox"/>	57	<ul style="list-style-type: none"> 92. Appointment of proxy A person can act as proxy onbehalf of members not exceeding fi fty and holding in theaggregate not more than ten percent of the total sharecapital of the company carrying voting rights Providedthat a member holding more than ten percent of the totalshare capital of the Company carrying voting rights mayappoint a single person as proxy and such person shallnot act as proxy for any other person or shareholder.Every proxy shall be appointed in writing under the handof the Member or if such Member is a body corporateunder the common seal of such corporation or be signedby an appointer or his attorney duly authorised in writing.The proxy so appointed shall not have any right to speakat the meetings.



<input type="checkbox"/>	<input checked="" type="checkbox"/>	58	<ul style="list-style-type: none"> 93. Deposit of instrument of Proxy etc. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarized copy of that power or authority shall be deposited at the Registered Office of the Company not later than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	59	<ul style="list-style-type: none"> 94. Form of proxy An instrument appointing a proxy shall be in the form No. MGT-11 as prescribed in the rules made under section 105 of the Companies Act 2013 95. Proxy either for specified meeting or for a period An instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and any adjournment thereof or it may appoint for the purpose of every meeting of the Company or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting. 96. Validity of votes given by proxy notwithstanding death of Member A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or 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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	60	<ul style="list-style-type: none"> 97. Management of Affairs The day to day management of the business and affairs of the Company shall be vested with Project-in-charge under the supervision, direction and control of the Board. The Board may exercise all such powers of the Company and do all such acts, deeds and things as are not prohibited by the Act or any other statute or by the Memorandum of Association of the Company and without prejudice to the foregoing shall be responsible for all policy matters and the supervision, direction and control of the conduct of the business affairs operations of the Company.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	61	<ul style="list-style-type: none"> 98. First Directors Shri Neeraj Singh Shri Naveen Kumar and Shri Rishab Jain shall be the First Directors of the Company.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> 99. Number and appointment of Directors The Board of Directors of the Company shall consist of not less than 3 but not more than 15 Directors. A Director shall not be required to hold any qualification shares in the Company. Notwithstanding anything to the contrary contained in these Articles so long as any moneys remain owing by the Company to a Financial Institution or any other person by the Company or the Company has entered into any agreement or undertaking or arrangement (hereinafter referred to as agreement) with Bodies (like State Electricity Board Nigam) or the Board of Directors have decided to seek nomination on the Board



62

from the beneficiary state or any Financial Institution or PFC Consulting Limited or person holds Debentures in the Company by direct subscription or private placement the Company may agree to grant to such Financial Institution PFC Consulting Limited person or other Bodies as a condition of such loan or subscription to Debenture or any other agreement or to a Debenture Trustee the right to appoint from time to time any person or persons as Director or Directors of the Company (which director or directors is are hereinafter referred to as Nominee Directors) retiring or non-retiring subject to and on such terms and conditions as the Company may agree with such Financial Institutions PFC Consulting Limited Person other Bodies and or Debenture Trustee. The Company shall have a right to remove from office Nominee Director(s) at the option of the Company in consultation with Financial Institutions PFC Consulting Limited Bodies persons or Debenture Trustee. Such Nominee Director(s) shall not be required to hold any Share qualification in the Company. Also at the option of the Company such Nominee Director(s) shall not be liable to retirement by rotation of the Directors. Subject as aforesaid the Nominee Director(s) shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company. The Nominee Director(s) so appointed shall hold the said office only so long as moneys remain owing by the Company to the Financial Institution or so long as the Debenture Trustee hold debenture in the Company or operation of agreement and the Nominee Directors so appointed in the exercise of the said person shall ipso facto vacate such office immediately the money owing by the Company to the Financial Institution or on the Debenture Trustee ceasing to hold Debentures Shares on the satisfaction of liability of the Company arising out of any Guarantee furnished by the Financial Institutions or satisfactory completion of term of agreement with Bodies. The Nominee Director(s) appointed under this article shall be entitled to receive all notice of and attend all General meeting Board Meeting and of the meetings of the Committee of which the Nominee Director(s) is a member(s) as also the minutes of meetings. The financial institutions Debenture Trustee persons bodies shall also be entitled to receive all such notice and minutes. The Company shall pay to the Nominee Director(s) sitting fees and expenses which other Director of the Company are entitled but if any other fees commission remuneration in any form is payable to the Director of the Company the fees commission money and remuneration in relation to such Nominee Director(s) shall accrue to Debenture Trustee and same shall accordingly be paid by the Company directly to the debenture trustee. Any expenses that may be incurred by the financial institution or such Nominee Director(s) in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the financial Institution or as the case may be to such Nominee Director(s). Provided that if any such Nominee Director(s) is an officer of the Financial Institution the sitting fees in relation to such Nominee Director(s) shall also accrue to the Financial Institute and the same shall accordingly be paid by the Company directly to that Financial Institution. Provided further that if such Nominee Director(s) is an official of any of



			<p>the Reserve Bank of India the sitting fees in relation to such Nominee Director(s) shall also accrue to Financial Institution to whom he represents as Nominee Director from Reserve Bank of India and the same shall accordingly be paid by the Company directly to that Financial Institution. Provided also that in the event of the Nominee Director(s) being appointed as Whole Time Director(s) such Nominee Director(s) shall exercise such powers and duties as may be approved by the Lenders or Bodies in consultation with Board and have such rights as are usually exercised or available to a Whole Time Director in management of the Borrower or Bodies and such Nominee Director(s) shall be entitled to receive such remuneration fees commission and moneys as may be approved by the Lenders or Bodies in consultation with Board.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	63	<ul style="list-style-type: none"> 100. Company may increase the number of Directors Subject to Section 149 of the Act the Company may subject to special resolution in General Meeting increase the maximum number of Directors. Further the Company may subject to the provisions of Section 169 of the Act by passing the ordinary resolution in the General Meeting of the members may remove any Director before the expiration of his period of office and appoint another person in the place of director so removed.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	64	<ul style="list-style-type: none"> 101. Appointment of Alternate Directors In accordance with Section 161 and other applicable provisions (if any) of the Act the Board shall have power at any time and from time to time to appoint a person not being a person holding any alternate directorship for any other Director in the Company to act as an alternate director for a director (hereinafter called the original Director) during his absence for a period of not less than three months from India.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	65	<ul style="list-style-type: none"> 102. Directors power to fill up casual Vacancies Casual vacancies among Directors may be filled by the Board of Directors at their meeting and any person so appointed shall hold the office as per the provision of section 161.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> 103. Appointment of Additional Director Subject to the provisions of Section 161 and other applicable provisions (if any) of the Act the Board shall have power at any time and from time to time to appoint a person as an Additional Director but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles. The Additional Director so appointed shall retire from Office at next following Annual General Meeting but shall be eligible for election by the company at that meeting as a Director. 104. Directors may act notwithstanding any vacancy The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the minimum number fixed by Article 100 thereof the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting for that purpose. 105. Remuneration of Directors Subject to the provisions of the Act the Chairman or Managing Director or any other functional Directors who is are in the whole-time employment of the Company may be paid remuneration either by way of a monthly payment or



at a specified percentage of the net profit of the Company or partly by one way and partly by the other keeping in view the limiting provisions governing the Managerial remuneration under the provisions of the Act. Subject to the provisions of the Act a Director who is neither in the whole-time employment nor a Chairman cum Managing Director of the Company may be paid remuneration either-(a) by way of monthly quarterly or annual payment with the approval of the Central Government or (b) by way of commission if the Company by a special resolution authorizes such payment and The sitting fee payable to a Director (excluding Whole-time Director) for attending a meeting of the Board or Committee thereof shall be such sum as may be fixed by the Board provided that the same shall not exceed Rs. 100000- or such other sum as prescribed in the Act as amended from time to time. Travelling expenses incurred by Director going out on Company's Business. The Board may allow and pay to any Director who is not a bona-fide resident of the place where the Registered Office of the Company or where the meetings of the Board are actually held and who has to come to such place for the purpose of attending any meeting such sum as the Board may consider fair compensation for travelling boarding lodging and other actual incidental expenses in addition to his fee for attending such meeting as specified above. If any Director be called upon to go or reside out of the bona-fide place of his residence on the Company's business he shall be entitled to be paid and reimbursed any travelling or other actual expenses incurred by him in connection with the business of the Company. 106. When office of Directors to become Vacant Subject to Section 167 of the Act the office of a Director shall become vacant if-(a) he incurs any of the disqualifications specified in section 164 under the act (b) he absents himself from all the meetings of the Board of Directors held during a period of twelve months with or without seeking leave of absence of the Board (c) he acts in contravention of the provisions of entering into contracts or arrangements in which he is directly or indirectly interested (d) he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested (e) he becomes disqualified by an order of a court or the Tribunal (f) he is convicted by a court of any offence whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months Provided that the office shall be vacated by the director even if he has filed an appeal against the order of such court (g) he is removed in pursuance of the provisions of this Act (h) he having been appointed a director by virtue of his holding any office or other employment in the holding subsidiary or associate company ceases to hold such office or other employment in that company. 107. Directors may contract with Company Except with the consent of the Board of Directors given by a resolution at a meeting of the Board and subject to such conditions the company shall not enter into any contract or arrangement with a related party with respect to (a) sale purchase or supply of any goods or materials (b) selling or otherwise disposing of or buying property of any kind (c) leasing of property of any kind (d) availing or rendering of any services (e) appointment of any agent for purchase or sale of goods materials services or property (f)



such related party's appointment to any office or place of profit in the company its subsidiary company or associate company (g) underwriting the subscription of any securities or derivatives thereof of the company. Every contract or arrangement entered as related party transaction shall be referred in the Board's report to the shareholders along with the justification for entering into such contract or arrangement. 108. Disclosure of interest by Directors (1) Every Director of the Company who is in any way whether directly or indirectly concerned or interested in a contract or arrangement or proposed by Directors interested in a contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company shall disclose the nature of his concern or interest at every financial year or whenever there is change in the disclosure of interest. (2) Nothing in sub-clause (1) of this Article shall apply to any contract or arrangement entered into or to be entered into between the Company and any other company where any of the Directors of the Company or two or more of the Directors together hold or hold not more than two per cent of the paid-up share capital in the other company. 109. Interested Directors not to participate or vote in Board proceedings An interested director who is in any way whether by himself or through any of his relatives or firm body corporate or other association of individuals in which he or any of his relatives is a partner director or a member interested in a contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of a company shall take any part in the discussion of or vote on any contract or arrangement entered into or to be entered into by or on behalf of the Company if he is in any way whether directly or indirectly concerned or interested in such contract or arrangement nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote and if he does vote his vote shall be void. A contract or arrangement entered into by the company without disclosure or with participation by a director who is concerned or interested in any way directly or indirectly in the contract or arrangement shall be voidable at the option of the company. 110. Register of Contracts in which Directors are interested The company shall keep registers in accordance with Section 189(1) giving separately the particulars of all contracts or arrangements to which the matter of disclosure of interest by directors and related party transaction applies in such manner and containing such particulars as may be prescribed and after entering the particulars such registers shall be placed before the next meeting of the Board and signed by all the directors present at the meeting and shall within thirty days of appointment make such disclosure as are necessary for the purpose of same. The Register shall be kept at the Registered office of the Company and shall be open to inspection at such office shall be open for inspection at such office during business hours and extracts may be taken there from and copies thereof as may be required by any member of the company shall be furnished by the company to such extent in such manner and on payment of same fee as in the case of the Register of Members of the Company. 111. Director may be Director of companies promoted by the Company A Director may become a Director of any other company



			<p>promoted by the Company or in which it may be interested as a vendor shareholder or otherwise and no such Director shall be accountable for any benefits received as Director or shareholder of such a company except in so far as Section 188 of the Act may be applicable. 112. Register of Directors and key managerial personnel and their Shareholding The Company shall keep at its registered office a Register containing such particulars of its Directors and key managerial personnel Manager as may be prescribed under Section 170 of the Act and shall comply with the provisions of the said Section in all respects. The register shall include the details of securities held by each of them in the company or its holding subsidiary subsidiary of companies holding company or associate companies.</p>
			Proceedings of the Board
<input type="checkbox"/>	<input checked="" type="checkbox"/>	67	<ul style="list-style-type: none"> 113. Meetings of Directors The Directors may meet together as a Board for the dispatch of business from time to time so that at least four such meetings shall be held in every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board. The Directors may adjourn and regulate their meetings as they think fit.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	68	<ul style="list-style-type: none"> 114. Board may appoint Chairman All meetings of the Directors shall be presided over by the Chairman if present but if at any meeting of the Directors the Chairman is not present at the time appointed for holding the same then in that case the Directors shall choose one of the Directors present to preside over the meeting.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	69	<ul style="list-style-type: none"> 115. Certain persons not to be appointed Chairman Managing Directors Functional Director The Company shall not appoint a person as its Chairman Managing Director or Whole-time Director who-(a) is an undischarged insolvent or had at any time been adjudged an insolvent (b) is or has at any time been convicted by a Court of an offence involving moral turpitude.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	70	<ul style="list-style-type: none"> 116. Notice of Directors Meeting A meeting of the Board shall be called by giving not less than seven days notice in writing to every director at his address registered with the company and such notice shall be sent by hand delivery or by post or by electronic means. Board may be called at shorter notice to transact urgent business where at least one independent director if any shall be present. Every notice convening a meeting of the Board of Directors shall set out the agenda of the business to be transacted thereat in sufficient detail provided however that the meeting may consider any other business with the permission of the chair.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	71	<ul style="list-style-type: none"> 117. When meeting to be convened The Company Secretary or any director of the Company may as and when directed by the Chairman to do so convene a meeting of the Board by giving a notice in writing to every Director.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> 118. Quorum at Board Meeting No business shall be transacted at any Board meeting unless a quorum



72

			of Board of Director is present at the time when the meeting proceeds to business. Save as otherwise provided herein the quorum for the Board meetings shall be as provided in section 174.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	73	<ul style="list-style-type: none"> 119. Questions at Board meetings how to be decided All questions arising at a Meeting of the Board or any committee thereof shall be decided by majority of votes of directors present and in case of equality of votes the Chairperson shall have a second and casting vote.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	74	<ul style="list-style-type: none"> 120. Committee of Board Subject to the restrictions contained in Section 179 180 and other applicable provisions of the Act and preceding Articles the Board may delegate any of its powers to Committees of the Board consisting of such member or members of its body as it may think fit. PROVIDED that the Board may from time to time revoke modify and discharge any such Committee of the Board either wholly or in part. Every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any Policy regulations that may from time to time be laid down by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfilment of the purposes of their appointment shall have the like force and effect as if done by the Board.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	75	<ul style="list-style-type: none"> 121. Meeting of Committee how to be Governed The meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions of the act and guidelines laid down for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by Directors under the last preceding Article.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> 122. Resolution by circulation No resolution on matters shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation unless the resolution has been circulated in draft together with the necessary papers if any to all the Directors or members of the Committee as the case may be at their addresses registered with the company in India by hand delivery or by post or by courier or through such electronic means as may be prescribed and has been approved by a majority of the directors or members who are entitled to vote on the resolution. Resolution passed in such circulation shall be made part of the minutes of such meeting. Provided that where not less than one-third of the total number of directors of the company for the time being require that any resolution under circulation must be decided at a meeting the chairperson shall put the resolution to be decided at a meeting of the Board. 123. Defects in appointment of Directors not to invalidate actions taken All acts done by any meeting of the Board or by a Committee of the Board or by any person acting as a Director shall notwithstanding that it was subsequently noticed that there was some defect in the appointment of such Director or persons acting as aforesaid or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or these Articles be as valid as if every such person had been duly appointed and



was qualified to be a Director and had not vacated his office or his appointment had not been terminated. PROVIDED that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment had been noticed by the Company to be invalid or to have terminated. 124. Minutes of proceedings of meetings of the Board (a) The Company shall cause minutes of all proceedings of every meeting of the Board and committee thereof to be kept by making within thirty days of the conclusion of every such meeting record thereof in Minute Book kept for that purpose with their pages consecutively numbered. (b) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the said meeting or the Chairman of the next succeeding meeting. The minute books of the Board and committee meetings shall be preserved permanently and kept in the custody of the company secretary of the company or any director duly authorized by the Board for the purpose and shall be kept in the registered office or such place as Board may decide. The minutes shall also contain- (i) the names of the Directors present at the meeting And (ii) in the case of each resolution passed at the meeting the names of the Directors if any dissenting from or not concurring with the resolution. Nothing deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting (i) is or could reasonably be regarded as defamatory of any person. (ii) is irrelevant or immaterial to the proceedings or (iii) is detrimental to the interests of the Company. The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this sub-clause. (c) Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein. 125. Powers of Board The Board may exercise all such powers of the Company and do all such acts and things as it is entitled to do under section 179 of the Act and rules made thereunder or by the Memorandum or Articles of the Company but shall not decide matters required to be exercised or done by the Company in General Meeting Subject to these Articles no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been so made. Certain powers of the Board Without prejudice to the general powers conferred by the Act and preceding Article and so as not in any way to limit or restrict those powers and without prejudice to the other powers conferred by these Articles and by General Body it is hereby declared that the Directors shall have the following powers that is to say power-(1) to pay and charge to the capital account of the Company any commission or interest lawfully payable there out under the provisions of Sections 40 of the Act (2) Subject to Sections 179 and 180 of the Act to purchase or otherwise acquire for the Company any property rights or privileges which the Company is authorised to acquire or for such price or consideration and generally on such terms and conditions as they may think fit and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory (3) At their discretion and



76

subject to the provisions of the Act to pay for any property rights or privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares bonds debentures mortgages or other securities of the Company and any such shares may be issued either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon and any such bonds debentures mortgages or other securities may be either specially charged upon all or any part of the property of the Company and its uncalled capital or not so charged (4) To secure the fulfilment of any contract or engagement entered into by the Company in the normal course of business by mortgage or charge any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit (5) To accept from any Member as far as may be permissible by law a surrender of his shares or any part thereof on such terms and conditions as shall be agreed upon (6) To appoint any person to accept and hold in trust for the Company any property belonging to the Company in which it is interested or for any other purposes and to execute and do all such deeds and things as may be required in relation to any such trust and to provide for the remuneration of such trust or trustees (7) To institute conduct defend compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claim or demand by or against the Company and to refer any differences to arbitration and observe and execute any awards made thereon (8) To act on behalf of the Company in all matters relating to bankruptcy and insolvency (9) To make and give receipts releases and other discharges for moneys payable to the Company and for the claims and demands of the Company (10) Subject to applicable provisions of the Act to invest and deal with any moneys of the Company not immediately required for the purposes thereof upon such security (not being shares of this Company) or without security and in such manner as they may think fit and from time to time to vary or realise such investments. Save as provided in Section 187 of the Act all investments shall be made and held in the Company's own name (11) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or going to incur any personal liability whether as principal or surety for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers provisions covenants as shall be agreed upon (12) To open account with any bank or banks and to determine from time to time who shall be entitled to sign on the Company's behalf bills notes receipts acceptances endorsements cheques dividend warrants releases contracts and documents and to issue the necessary authority for such purpose (13) To distribute by way of bonus or commission amongst the staff of the Company on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expense of the Company (14) To provide for the welfare of employees or ex-employees of the Company and their families or connections of such persons by



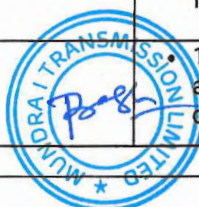
building or contributing to the building of houses dwellings or chawls or by grants of money pension gratuities allowances bonus or other payments or by creating and from time to time subscribing or contributing to provident and other funds associations institutions or trusts and by providing or subscribing or contributing towards places of instruction and recreation hospitals and dispensaries medical and other attendance and other assistance as the Board shall think fit and to subscribe or contribute or otherwise to assist or to guarantee money to charitable benevolent religious scientific national or other institutions or objects which shall have any moral or other claim to support or aid by the Company either by reason of locality of operation or of public and general utility or otherwise (15) Before recommending any dividend to set aside out of the profits of the Company such sums as they may think proper for depreciation or to a Depreciation Fund or to an Insurance Fund or as a Reserve Fund or Sinking Fund or any Special Fund to meet contingencies or to repay debentures or debenture stock or for special dividends or for equalizing dividends or for repairing improving extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the preceding clause) as the Board may in their absolute discretion think conducive to the interest of the Company and subject to Section 179 of the Act to invest the several sums so set aside or so much thereof as required to be invested upon such investments (other than shares of the Company) as they may think fit and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company in such manner and for such purposes as the Board in their absolute discretion think conducive to the interest of the Company notwithstanding that the matters to which the Board apply or upon which they expend the same or any part thereof may be matters to or upon which the capital moneys of the Company might rightly be applied or expended and to divide the Reserve Fund or division or a Reserve Fund to another Reserve Fund or division of a Reserve Fund and with full power to employ the assets constituting all or any of the above funds including the Depreciation Fund in the business of the Company or in the purchase or repayment of Debentures or debenture stock and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper (16) To appoint and at their discretion remove or suspend such officers such as Executive Director general managers managers secretaries assistants supervisors clerks agents and servants etc. for permanent temporary or special services as they may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments or remunerations and to require security in such instances and to such amounts as they may think fit. And also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or abroad in such manner as they think fit and the provisions contained in the following sub-clauses shall be without prejudice to the general powers conferred by this



subclause (17) From time to time and at any time to establish any number of offices and establishment for properly managing the affairs of the Company in any specified locality in India or elsewhere and to appoint staff for such offices and to fix their remuneration (18) Subject to the provisions of the Act from time to time and at any time to delegate to any such local Board or any member or members thereof or any managers or agents so appointed or to any other person(s) any of the powers authorities and discretions for the time being vested in the Board and to authorise the members for the time being of any such local Board or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation under the preceding and this sub-clause may be made on such terms and subject to such conditions as the Board may think fit and the Board may at any time remove any person so appointed and may annul or vary any such delegation (19) At any time and from time to time by Power of Attorney under the Seal of the Company to appoint any person or persons to be the Attorney or Attorneys of the Company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also those which are to be exercised by the Board in its Meetings) and for such period and subject to such conditions as the Board may from time to time think fit and any such appointment may (if the Board thinks fit) be made in favour of the members or any of the members of any local Board established as aforesaid or in favour of any company or the shareholders directors nominees or managers or any company or firm or otherwise in favour of any persons whether appointed by name or designation by the Board and any such Power of Attorney may contain such powers for the protection or convenience of such Attorney as the Board may think fit and Board may specifically bestow powers enabling any such delegate or attorneys to sub-delegate all or any of the powers authorities and discretions for the time being vested in them (20) Subject to Sections 188 of the Act for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into such negotiations and contracts and rescind and vary such contracts and execute and do all such acts deeds and things in the name and on behalf of the Company as they may consider expedient (21) From time to time to make vary and repeal bye-laws for the regulations of the business of the Company regulate employment of its officers and servants by making service Rules and Regulations (22) Maintain proper records at places as per provisions of the Act and where the Company has a branch office whether in or outside India the Company shall be deemed to have complied with this Article if proper Books of Account relating to the transaction effected at the branch office are kept at the branch office and proper summarized returns made up-to-date at intervals of not more than three months are sent by the branch office to the Company at its Office or other place in India at which the Company's Books of Accounts are kept as aforesaid (23) Ensure proper maintenance of the Books of Account which shall give a true and fair view of the state of the affairs of the Company or branch offices as the case may be and



			explain its transactions. The Books of Account and other books and papers shall be open to inspection by any Director during business hours.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
<input type="checkbox"/>	<input checked="" type="checkbox"/>	77	<ul style="list-style-type: none"> 126. CEO MANAGER CS AND CFO 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. As per provisions of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer manager company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as or in place of chief executive officer manager company secretary or chief financial officer.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	78	•
			The Seal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	79	<ul style="list-style-type: none"> 127. The Seal its custody and use The Board shall provide a Common Seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof and the Board shall provide for the safe custody of the Seal for the time being and the seal shall never be used except on the authority of the Board or by Committee of the Board as authorised. 128. Deeds how executed Every deed or other instrument to which the Seal of the Company is required to be affixed shall unless the same is executed by a duly constituted attorney issued under the seal designed by two Directors or one Director and Secretary or some other person authorised by the Board for the purpose PROVIDED that in respect of the Share Certificate the Seal shall be affixed in accordance with Article as mentioned above.
			Dividends and Reserve
<input type="checkbox"/>	<input checked="" type="checkbox"/>	80	<ul style="list-style-type: none"> 129. Division of profits and dividends in proportion to amount paid-up (a) The profits of the Company subject to any special rights relating thereto created or authorised to be created by these Articles and subject to the provisions of these Articles shall be divisible among the Members in proportion to the amount of capital paid-up or credited as paid-up on the shares held by them. (b) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares held during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend from a particular date such share shall rank for dividend accordingly.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	81	<ul style="list-style-type: none"> 130. The Company in General Meeting may declare a dividend Company in General Meeting may declare dividends to be paid to Members according to



			their respective rights but no dividends shall exceed the amount recommended by the Board but the Company in General Meeting may declare a smaller dividend.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	82	<ul style="list-style-type: none"> 131. Dividends only to be paid out of Profits (a) No dividend shall be declared or paid by the Company for any financial year except out of its profits for that year arrived at in the manner set out in Section 123 of the Act. (b) Where owing to inadequacy or absence of profits in any financial year any Company proposes to declare dividend out of the accumulated profits earned by it in previous years and transferred by the company to reserves such declaration of dividend shall not be made except in accordance with such rules as may be made in that behalf. (c) No dividend shall be declared or paid by a company from its reserves other than free reserves.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	83	<ul style="list-style-type: none"> 132. Interim Dividend Subject to the provisions of Section 123 the Board may from time to time pay the Members such interim dividend as appear to it to be justified by the profits of the Company.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	84	<ul style="list-style-type: none"> 133. Capital paid - up in advance to carry Interest Where capital is paid in advance of calls such capital may carry interest but shall not in respect thereof confer a right to dividend or participate in profits.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	85	<ul style="list-style-type: none"> 134. Retention of dividends until completion of transfer The Board may retain the dividends payable on shares in terms of Section 126 in respect of which any person is entitled to become a Member or on completion any person under those Articles is entitled to transfer or until such person shall become a Member in respect of such shares or shall duly transfer the same.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	86	<ul style="list-style-type: none"> 135. Transfer of shares must be Registered A transfer of shares shall not pass the right to any dividend declared thereon before the registration of transfer. Provided that where any instrument of transfer of shares has been delivered to the Company for registration and the transfer of such shares has not been registered by the Company it shall notwithstanding anything contained in any other provision of this Act. (a) transfer the dividend in relation to such shares to the Unpaid Dividend Account referred to in Section 124 of the Act unless the Company is authorised by the registered holder of such shares in writing to pay such dividend to the transferee specified in such instrument of transfer and (b) keep in abeyance in relation to such shares any offer of rights shares under clause (a) of sub-section (1) of section 62 of the Act and any issue of fully paid-up bonus shares in pursuance of first proviso to sub-section (5) of section 123 of the Act.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	87	<ul style="list-style-type: none"> 136. No Member to receive dividend whilst indebted to the Company Company's right of reimbursement Thereon No Member shall be entitled to receive payment as interest or dividend in respect of his shares whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever either alone or jointly with any person or persons and the Board may deduct from the interest or dividend payable to any Member all sums of money so due from him to the Company.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		



<input type="checkbox"/>	<input checked="" type="checkbox"/>		
		88	<p>• 137. Dividends how remitted (1) Unless otherwise directed any dividend payable in cash may be paid by cheque or warrant or in any electronic mode or by a payslip or receipt or in any other manner having the force of a cheque or warrant sent through the post to the registered address of the Member or person entitled or in case of joint holders to that one of them first named in the Register in respect of the joint holdings. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent the Company shall not be liable or responsible for any cheque or warrant or pay slip or receipt lost in transmission or for any dividend lost to the Member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any pay slip or receipt or the fraudulent recovery of the dividend by any other means. (2) Notwithstanding anything contained in these Articles any dividend declared may be paid by Electronic Clearing System through any Sponsor Bank after getting registration with the Reserve Bank of India for using this facility and collecting from the members necessary bank mandate in the prescribed format. 138. Dividends and call together Any General Meeting declaring a dividend may on the recommendation of the Board make a call on the Members of such amount as the meeting may fix but so that the call on each Member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may if so arranged between the Company and the Member be set off against the calls. 139. Unclaimed dividend No unclaimed dividend shall be forfeited and all unclaimed dividends shall be dealt with in accordance with the provisions of Section 124 and other applicable provisions of the Act. 140. No interest against Dividend No dividend shall bear interest against the company.</p>
			Accounts
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
			<p>• 141. Directors to keep true accounts (a) Every company shall prepare and keep at its registered office including its branch office or offices or at such other place in India as the Board thinks fit Books of Accounts and other relevant books and papers and financial statement for every financial year which give a true and fair view of the state of the affairs of the company in accordance with Section 128 of the Act with respect to—(i) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place (ii) all sales and purchases of goods by the Company (iii) the assets and liabilities of the Company. (iv) state of affairs of the company. (b) Where the Board decides to keep all or any of the Books of Account at any place other than the Office of the Company the Company shall within seven days of the decision file with the Registrar a Notice in writing giving the full address of that other place in accordance with Section 128 of the Act. (c) The company may keep such books of account or other relevant papers in electronic mode in such manner as may be prescribed. (d) The Company shall preserve in good order the Books of Account relating to a period of not less than eight financial years immediately preceding a financial year. The books of account and other relevant books and papers</p>



		89	<p>maintained in electronic mode shall remain accessible in India so as to be usable for subsequent reference together with the vouchers relevant to any entry in such Books of Account. 142. Inspection of accounts or record by members No Member (not being a director) shall have any right of inspecting any account or books or documents of the Company except as conferred by Section 94 of the Act or authorised by the Board or by the company in general meeting. The Board may determine whether and to what extent and at what time and place and under what conditions or regulations the accounts and books of the Company or any of them may be open to inspection of the Members. Notwithstanding anything to the contrary contained herein above the authorised representative of Promoters shall have a right to inspect the accounts books plant facility documents records premises equipment and machinery and all other property of the Company at convenient time(s) after giving advance notice to the Company. 143. Statement of Accounts to be furnished to General Meeting The Directors shall from time to time in accordance with Sections 129 and 134 and other applicable provisions of the Act cause to be prepared and to be laid before the Company in General Meeting such Balance Sheets Profit and Loss Accounts and Reports as are required by these Sections. 144. Copies shall be sent to each Member Without prejudice to the provisions of Section 101 and subject to the provisions of Section 136 of the Act a copy of the financial statements including consolidated financial statements auditors report and every other document required by law to be annexed or attached to the Balance Sheet shall at least twenty-one days before the General Body Meeting at which the same are to be laid before the members be sent to the members of the company to every trustee for every holder of any debenture issued by the company and to all persons other than such members or trustee being the person so entitled to attend the General Body Meeting. 145. Copy of financial statement to be filed with registrar The Company shall comply with Section 137 of the Act as to filing copies of the Balance Sheet and Profit and Loss Account and documents required to be annexed or attached therewith to the Registrar.</p>
			Winding up
<input type="checkbox"/>	<input checked="" type="checkbox"/>	90	<ul style="list-style-type: none"> 146. Procedure for winding up If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the loss shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively. And if in a winding-up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding-up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions. If the Company shall be wound up whether



			voluntarily or otherwise the liquidators may with the sanction of a Special Resolution divide among the contributions in specie or kind any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories or any of them as the liquidators with the like sanction shall think fit.
			Indemnity
<input type="checkbox"/>	<input checked="" type="checkbox"/>	91	<ul style="list-style-type: none"> 147. Officers to be indemnified Subject to provisions of the Act every Officer of the company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal. Provided that if such person is proved to be guilty the premium paid on such insurance shall be treated as part of the remuneration.
			Others
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> 148. Company not bound to recognize holding of shares on trust or any interest in shares other than that of registered holder Except as ordered by a Court of competent jurisdiction or as required by law the Company shall not be bound to recognize holding of any share upon any trust and to recognize any equitable contingent future or partial interest in any share or any interest in any fractional part of a share (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles in the person from time to time registered as the holder thereof but the Board shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them. 149. Funds etc. of Company may not be applied in purchase of shares of the Company The Company shall not give either directly or indirectly and either by means of a loan guarantee the provision of security or otherwise any financial assistance for the purpose of or in connection with the purchase or subscription made or to be made by any person for purchase of any shares in the Company except in conformity with the provisions of Section 67 of the Act. 150. Underwriting and Brokerage Commission may be paid Subject to the provisions of Section 40 of the Act the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe for any shares in or debentures of the Company or procuring or agreeing to procure subscriptions for any shares in or debentures of the Company but so that the commission shall not exceed in case of shares five percent of the price at which the shares are issued and in case of debentures two and a half percent of the price at which the debentures are issued. Such commission may be satisfied by payment in cash or by allotment of fully or partly paid shares or debentures or partly in one way and partly in the other. Brokerage The Company may also on any issue of shares or debentures pay such brokerage as may be lawful. 151. Interest out of Capital Interest may be paid out of capital Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any work or building or the provision of



any plant which cannot be made profitable for a lengthy period the Company may pay interest on so much of that share capital as is for the time being paid up for the period at the rate and subject to the conditions and restrictions provided by the Company Act 2013 and may charge the same to capital as part of the cost of construction of the work or building or the provision of plant.

152. Annual Returns The Company shall comply with the provisions of Sections 92 of the Act as to the making of Annual Returns.

153. Borrowing powers As per the provisions of Section 73 76 179 180 and other applicable provisions of the Act the Board of Directors may from time to time at its discretion by resolution at a meeting of the Board and subject to the approval of the shareholders in General Meeting accept deposits from Members either in advance of calls or otherwise and generally raise or borrow or secure the payment of any sums of money for the purpose of the Company. Provided however where the moneys already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary due course of business) exceed the aggregate of the paid-up capital of the Company its free reserves (not being reserves set apart for any specific purpose) and the securities premium the Board shall not borrow such moneys without the consent of the Company in General Meeting.

Payment or repayment of borrowed Moneys Subject to the provisions of Article 64 hereof the payment and repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board of Directors may think fit by resolutions passed at a meeting of the Board and in particular by the issue of bonds or debentures of the Company whether unsecured or secured by a mortgage or charge over all or any part of the property of the Company (both present and future) including its uncalled capital for the time being and debentures and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. Terms of issue of Debentures Any debentures or other securities may be issued or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions to redemption surrender drawing allotment of shares and attending (but not voting) at General Meetings.

Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meetings accorded by special resolution.

Register of charges to be Kept The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all charges and floating charges affecting the property or assets of the Company or any of its undertakings and shall cause the requirements of Sections 77 79 and 81 to 87 (both inclusive) of the Act in that behalf to be duly complied with so far as they are required to be complied with by the Board.

Register of Debenture holders The Company shall if at any time it issues debentures keep a Register and Index of Debenture holders in accordance with Section 88 of the Act. The Company shall have the power to keep in any Country outside India a Register of Debenture holders residing outside India in such manner as may be prescribed.

Application to Debentures and other securities The provisions of the Articles shall



apply mutatis mutandis to debentures bonds or other securities issued by the company. 154.

Dematerialization of Securities Definitions For the purpose of this Article Depository means a depository as defined in clause (e) of sub-section (1) of section 2 of the Depositories Act 1996. Beneficial Owner means a person or persons whose name is recorded in the Register maintained by a Depository under the Depository Act 1996. SEBI means the Securities and Exchange Board of India established under section 3 of the Securities Exchange Board of India Act 1992. Securities means the securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act 1956.

Dematerialization of Securities Notwithstanding anything contained in these Articles the Company shall be entitled to dematerialize its existing securities rematerialize its securities held in the Depositories and or offer its fresh securities in dematerialized form pursuant to the provisions of the Depositories Act 1996 and the rules framed there under if any. Option for investors Every person subscribing to or holding securities of the Company shall have the option to receive securities certificates or to hold the securities with the Depository. Such a person who is the beneficial owner of the securities can at any time opt out of the Depository if permitted by the law in respect of any security in the manner and within the time prescribed issued to the beneficial owner the required certificate of the securities. If a person opts to hold his securities with a Depository the Company shall intimate such Depository the details of allotment of the security and on receipt of the information the depository shall enter in its records the name of the allottees as the beneficial owner of these securities. Securities in Depository to be in Fungible Form All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Section 88 89 112 and 186 of the Act shall apply to a Depository in respect of the securities held by it on behalf of the Beneficial Owners.

Rights and Liabilities of Beneficial Owner (a) Notwithstanding anything to the contrary contained in the Act or these Articles a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owners. (b) Save as otherwise provided in (a) above the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it. (c) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the Depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a Depository.

Service of Documents Notwithstanding anything to the contrary contained in the Act or Articles to the contrary where securities are held in a Depository the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs.

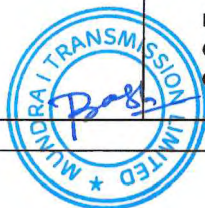
Provisions of Articles to apply to shares held in Depository Nothing contained in Section 56 of the Act or these Articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a



Depository. Allotment of Securities dealt within a Depository Notwithstanding anything in the Act or these Articles where securities are dealt with by the Depository the Company shall intimate the details thereof to the Depository immediately on allotment of such securities. Distinctive numbers of securities held in the depository Mode Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers on securities issued by the Company shall apply to securities held with a Depository. Register and Index of Beneficial Owners The Register and Index of Beneficial Owners maintained by a Depository under the Depositories Act 1996 shall be deemed to be the Register and Index of member and security holder for the purpose of these Articles. 155. Conversion of Shares into Stock and Reconversion Shares may be converted into stock and reconverted The Company in General Meeting may convert any paid up shares into stock and when any shares shall have been converted into stock the several holders of such stock may henceforth transfer their respective interest therein or any part of such interest in the same manner and subject to the same regulations as if no such conversion had taken place or as near thereto as circumstances will admit. The Company may at any time reconvert any stock into paid-up shares. Rights of stock holders The holders of stock shall according to the amount of stock held by them have the same rights privileges and advantages as regards dividends voting at meetings of the Company and other matters as if they held the shares from which the stock arose. 156. Audit Accounts to be audited The Auditors of the Company shall be appointed or reappointed by the Comptroller and Auditor General of India and their remuneration rights and duties shall be regulated by Section 139 to 143 and 145 to 148 of the Act. Powers of the Comptroller and Auditor General of India The Comptroller and Auditor General of India shall have the powers- (a) to direct the manner in which the Company's accounts shall be audited by the auditors appointed in pursuance of Article hereof and to give such auditors instruction in regard to any matter relating to the performance of their functions as such. (b) to conduct a supplementary or test audit of the financial statement of the Company by such person or persons as he may authorize in this behalf and for the purposes of such audit to have access at all reasonable times to all accounts account books vouchers documents and other papers of the Company and to require information or additional information to be furnished to any person or persons so authorized on such matters by such person or persons and in such form as the Comptroller and Auditor General may by general or special order direct. Comments upon or supplement to audit report by the Comptroller Auditor General of India to be placed before the annual general meeting The auditors aforesaid shall submit a copy of his/her audit report to the Comptroller and Auditor General of India who shall have the right to comment upon or supplement such audit report in such manner as he may think fit. Any such comments upon or supplement to the audit report shall be placed before the Annual General Meeting of the Company at the same time and in the same manner as the audit report. 157. Service of Documents Manner of Service of Documents A document or notice may be served or given by the Company to any Member either



through speed postregistered post or through electronic mode to hisregistered address or (if he has no registered address inIndia) to the address if any in India supplied by him to theCompany for serving documents or notices on him. Notice is to be sent by the company through itsauthorized and secured computer programme which iscapable of producing confi rmation and keeping record ofsuch communication addressed to the person entitled toreceive such communication at the last electronic mailaddress provided by the member. The notice may be sentthrough e-mail as a text or as an attachment to e-mail or as a notifi cation providing electronic link or UniformResource Locator for accessing such notice through in-house facility or its registrar and transfer agent orauthorise any third party agency providing bulk e-mailfacility. When notices or documents served on MembersWhere a document or notice is sent by post service ofthe document or notice shall be deemed to be effectedby properly addressing prepaying and posting a lettercontaining the document or notice. When notice ornotifi cations of availability of notice are sent by e-mailthe company should ensure that it uses a system whichproduces confi rmation of the total number of recipientse-mailed and a record of each recipient to whom thenotice has been sent and copy of such record and anynotices of any failed transmissions and subsequent re-sending shall be retained by or on behalf of the companyas proof of sending. Provided that the member shallprovide the updated email address to the company andfor that company will provide an advance opportunity atleast once in a fi nancial year to the member to registerhis e-mail address and changes therein and such requestmay be made by only those members who have not gottheir email id recorded or to update a fresh email id. Notice will also be simultaneously updated in the websiteof the company. By Advertisement A document or noticeadvertised in a newspaper circulating in the neighbourhood of the Registered Offi ce shall be deemedto be duly served or sent on the day on which theadvertisement appears on or to every Member who hasno registered address in India and has not supplied to theCompany an address within India for the serving ofdocuments on sending the notices to him. ExplanatoryStatement of material facts under Section 102 need notbe advertised but it will be mentioned in theadvertisement that the Statement has been forwarded tothe Members. On personal representatives etc. A document or notice may be served or given by theCompany on or to the persons entitled to a share in consequence of the death or insolvency of a Member bysending it through the post in prepaid letter addressed tothem by name or by the title of representative of thedeceased or assignee of the insolvent or by any likedescription at the address (if any) in India supplied forthe purpose by the persons claimed to be entitled or untillsuch an address has been so supplied by serving thedocument or notice in any manner in which the samemight have been given if the death or insolvency had notoccurred. To whom documents or notices must beserved or given Documents or notices of every GeneralMeeting shall be served or given in same manner asherein before or to (a) every member of the companylegal representative of any deceased member or theassignee of an insolvent member (b) the auditor



auditors of the company and (c) every director of the company. Members bound by documents or notices served on or given to previous holders Every person who by operation of law transfer or other means whatsoever shall become entitled to any share shall be bound by every document or notice in respect of such share which previously to his name and address being entered in the Register of Members shall have been duly served on or given to the person from whom he derives his title to such shares. Documents or notice by Company and signature thereto Any document or notice to be served or given by the Company may be signed by a director or key managerial personnel or an officer of the company duly authorised by the Board in this behalf. Service of document or notice by Member All documents or notices to be served or given by Members on or to the Company or any officer thereof shall be served or given by sending it to the Company or Officer at the Office by post or through electronic mode under a certificate of posting or by registered post or through email. 158. Secrecy (a) Every Director Manager Auditor Treasurer Trustee member of a committee officer servant agent accountant or other person employed in the business of the Company shall if so required by the Directors before entering upon his duties sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained. (b) No Member shall be entitled to visit or inspect any work of the Company without the permission of the Directors or to require discovery of or any information respecting any details of the Company trading or any matter which is or may be in the nature of a trade secret mystery of trade secret process or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the Directors it would be in expedient in the interest of the Company to disclose. 159. Copies of Memorandum and Articles of Association to be sent by the Company Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act shall be sent by the Company to every Member at his request within seven days of the request on payment of such fees as may be prescribed.

Subscriber Details

S. No.	Subscriber Details				
	*Name, Address, Description and Occupation	DIN / PAN / Passport number	*Place	DSC	Dated



1	PFC Consulting Limited through Sachin Arora, Company secretary, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi - 110001 Occupation: Service	A*G*A*4*4*	Delhi		20/12/2024
2	Shri Sachin Shukla R/o H1/6, 4th Floor, H1 Block, South City 2, Sector 50, Gurgaon - 122018, Haryana, India, Occupation - Service (As Nominee of PFC Consulting Limited)	0*6*3*6*	Delhi		20/12/2024
3	RAKESH MOHAN Flat No 364, Sunehari Bah Apartment, Sector-13, Rohini, Delhi-110085 (Nominee of PFCCL) Occupation: Service	0*6*4*2*	Delhi		20/12/2024
4	Shri Sanjay Kumar Nayak R/o K713, Jalvayu Tower, Sector-56, Gurgaon, Haryana - 122011, Occupation - Service (As Nominee of PFC Consulting Limited)	0*1*7*9*	Delhi		20/12/2024
5	Neeraj Singh R/o C-703 F-2, The Crescent Apartment, Sector-50, Noida, Gautam Budh Nagar, Uttar Pradesh - 201301 Occupation - Service (As Nominee of PFC Consulting Limited)	0*6*3*9*	Delhi		20/12/2024
6	Shri Rishab Jain R/o T-11, First Floor, Green Park Extension, Green Park Market, New Delhi - 110016 Occupation - Service (As Nominee of PFC Consulting Limited)	0*4*5*6*	Delhi		20/12/2024
7	Shri Naveen Kumar R/o F-024, Assotech Windsor Court Sector 78, Noida, Uttar Pradesh, India 201301 Occupation - Service (As Nominee of PFC Consulting Limited)	1*4*7*5*	Delhi		20/12/2024

Signed before me

Name Prefix (ACA/FCA/ACS/ FCS/ACMA/ FCMA)	*Name of the witness	*Address, Description and Occupation	*DIN / PAN / Passport number / Membership	*Place	DSC	Dated
FCS	Nitin Kochhar	Flat No. 608, Sixth Floor, Pragati Tower - 26, Rajendra Place, New Delhi - 110008,	6*3*	Delhi		20/12/2024



		Company Secretary				
--	--	-------------------	--	--	--	--



INTERNATIONAL

South Africa

Zuma party accused of accepting Russia cash

Democratic Alliance
claims Moscow financed
Zuma party expenses

South Africa's opposition Democratic Alliance has accused former president Jacob Zuma's withdrawn wife of accepting Russian cash to finance his party's campaign.

South Africa's opposition Democratic Alliance has accused former president Jacob Zuma's withdrawn wife of accepting Russian cash to finance his party's campaign. The DA leader, said the Financial Times in an interview that Zuma's party, founded six months ago, had been extremely well funded from the first vote registration drive in January when it was only weeks old.

"The DA leader was saying that Zuma's wife was accepting Russian cash to finance his party's campaign," said the DA leader, said the Financial Times in an interview that Zuma's party, founded six months ago, had been extremely well funded from the first vote registration drive in January when it was only weeks old.

On Wednesday's accusations, Mkhisi said the DA leader was saying that Zuma's wife was accepting Russian cash to finance his party's campaign. The DA leader, said the Financial Times in an interview that Zuma's party, founded six months ago, had been extremely well funded from the first vote registration drive in January when it was only weeks old.

over the source of ANC's funding but that no official inquiry had been launched. "They haven't made any declaration," he said. "We're bound by the legal framework, which is that we cannot launch an investigation until either there is an official complaint, which we haven't had, or an auditor flags it to us."

President Cyril Ramaphosa is seeking to form a unity government after the ruling ANC won just 62.5 per cent of the vote in last week's election, putting it in a minority for the first time since free elections in 1994. The leader of the Economic Freedom Fighters led by Julius Malema said the party could never "share power" with the ANC and would instead demand a new constitution before talks can start.

Eurozone

ECB council members
urge caution
on more rate
reductions

A number of European Central Bank policymakers have called for a cautious approach to further interest rate cuts a day after it lowered borrowing costs for the first time in five years.

Joachim Nagel, the head of Germany's central bank, said the ECB was "not driving an autopilot" when considering further rate cuts as the Bundesbank raised its forecast for inflation this year. Other members of the ECB's rate-setting governing council made similar comments yesterday. France's central bank chief, François Villeroy de Galieu, said in a radio interview that the ECB "needs to make decisions rather cautiously and not rush too much in cutting interest rates".

After the ECB cut its benchmark deposit rate by a quarter percentage point to 3.75 per cent on Thursday, several policymakers said that another cut as low as next meeting in July seemed unlikely because of recent rises in inflation and wage growth.

The ECB's advanced wage data yesterday showed that inflationary pressures were easing. The figures showed a year-on-year increase in core inflation of 2.1 per cent in the first quarter, up from 1.9 per cent in the last quarter.

Analysts saw Thursday's decision as a "handbrake" after the ECB reversed previous easing from its policy statement that signalled more rate reductions were coming and lifted its inflation forecast for the year and next.

Some traders yesterday lowered their bets on the likelihood of a second cut by September to 50 per cent, down from 70 per cent before the meeting. Eurozone inflation has fallen from 2.6 per cent in the 2023 peak to 2.5 per cent in May. But last month's figures showed a acceleration from a low of 2.4 per cent in April, giving concern on how long it will take for price growth to fall to the ECB's 2 per cent target.

France's central bank boss, Olivier Rühl, said recent data "still points to a slowdown in inflation in the medium term" but he added that the eurozone economy has recently been "stronger than expected", which means "caution" in monetary policy would be warranted to avoid growth or put a brake on employment but decreased unemployment.

On Thursday, ECB President Christine Lagarde said there was a "strong likelihood" of a latest decision marked the beginning of a "shilling" in rates from their all-time high. She pointed out that further moves would depend on the data that she received, and warned inflation was likely to be "sticky" for the rest of this year.

The tone of the ECB's governing council to Thursday's decision was Robert Holmsten, Austria's central bank chief, who said after the meeting that "data-based decisions should be data-based decisions", yesterday he said the ECB should "be more cautious".

Zambia. Wildlife

African elephant release spurs fear and anger

NGO accused of 'imperial' conservation model after nine deaths and \$3m of damage

South Africa's opposition Democratic Alliance has accused former president Jacob Zuma's withdrawn wife of accepting Russian cash to finance his party's campaign.

Andrew Phiri, a farmer in his 40s, was working in his field close to Zambia's border with Malawi when a large group of elephants charged from the bush and tore through his crops.

"We were all dead and we were all dead," said Phiri's son, Alexander. "We fell and we were trampled to death." When his family called the authorities, "they sent a cow".

Now people have been killed in elephant-related attacks around Malawi's Kasungu National Park, located just over the border from Phiri's village, since 2013 of the animals were transferred to the park in July 2022, according to Werni Hwang, a local NGO that campaigns for compensation for affected farmers.

The elephants have also caused more than \$3m worth of damage, including by eating and trampling crops, in addition to the destruction of human settlements.

The destruction has caused tensions between local conservationists and farmers to protect wild animals in their natural habitats - from African elephants and tigers to leopards and rhinos - and the communities that live around them.

Elephants, which eat up to 100kg of food a day and weigh up to seven tonnes, have caused 10 deaths and destroyed houses, tearing down wooden roofs and demolishing walls in several of local villages.



There is a herd of elephants in the area, which is a problem for the local community. The elephants are causing damage to crops and buildings, and are also killing people.

John was killed in an elephant attack on the Malawi side of the border two months after the animals arrived, said he was trying to help his relative's widow. But, he said, the elephants had killed his own field crops, reducing his income. "It's a terrible dangerous animal," he said.

The translocation of the elephants, one of the biggest operations of its kind, was hailed as a success by the Washington-based International Fund for Animal Welfare, which helped fund the project. The organisation's website said it was working to "reconnect land-scapes, providing wildlife and people with the space they need to live and thrive together".

But critics say the subsequent problems highlight the conflicting agendas of conservation organisations and the reality for farmers living close to dangerous wildlife. "They brought 300 elephants and put them in the park and the elephants started attacking people's crops and killing them," said John Hwang, a farmer who lives near the park.

Lawrence said he had visited the park in 2013 and was trying to get the elephants to pay compensation. "It was a failure," he said, "because in the end, the elephants were not in the park and the people were not in the park."

months later when people had been killed by these hyenas, what do you think the reaction would be?" he said. "It was a failure of planning, an important lesson of conservation," he added.

But the elephants had not been fully vaccinated against rabies, which was a major concern for the local community. The elephants were also not fully vaccinated against rabies, which was a major concern for the local community.

IFAW disputed Lawrence's claims, suggesting he was a disgraced former conservationist. He denied this, saying he was not campaigning for justice.

The conservation organisation said it did not initiate the translocation. It was initiated by the Malawi government and African Wildlife Foundation (AWF), the Department of National Parks and Wildlife and the Malawi Wildlife Foundation.

"If an African NGO released 263 hyenas in the suburbs of London and 18 months later nine people had been killed by those hyenas, what do you think the reaction would be?"

Lawrence predicted people would react to more desperate measures. "It was a failure," he said, "because in the end, the elephants were not in the park and the people were not in the park."

PFC CONSULTING LIMITED (PFCCL)

GLOBAL INVESTMENT (FINANCIAL SERVICES ONLY)

PFC Consulting Limited is a wholly owned subsidiary of PFC Financial Services Limited (PFCFS), a company listed on the London Stock Exchange (LSE: PFC). PFCFS is a leading provider of financial services to the UK and Ireland, with a focus on wealth management and investment management. PFC Consulting Limited is a leading provider of financial services to the UK and Ireland, with a focus on wealth management and investment management.

Item	Details	Unit Price	Unit Price	Unit Price
1	Financial Services	1.00	1.00	1.00
2	Investment Management	1.00	1.00	1.00
3	Wealth Management	1.00	1.00	1.00

South-east Asia

Singapore jails last of 10 in
\$2bn money-laundering case

Singapore has convicted the final person in a record \$1.5-billion money-laundering case that saw 10 individuals charged with laundering money for a Chinese businessman.

Wong Dohai yesterday became the last of 10 Chinese nationals arrested in the case last August to plead guilty and was sentenced to 18 months in prison.

The investigation, which was led by the Singapore Police Force, involved the seizure of billions of dollars in cash, gold, and other assets, as well as the arrest of 10 individuals.

Wong Dohai was charged with laundering money for a Chinese businessman, who was accused of laundering money for a Chinese businessman.

The investigation, which was led by the Singapore Police Force, involved the seizure of billions of dollars in cash, gold, and other assets, as well as the arrest of 10 individuals.

The investigation, which was led by the Singapore Police Force, involved the seizure of billions of dollars in cash, gold, and other assets, as well as the arrest of 10 individuals.

Customs data

China's economy boosted by
surprisingly high exports rise

China's exports grew faster than expected in May, boosting the country's economic growth and helping to offset a decline in domestic demand.

The recovery in exports points to stronger overseas demand at a time when domestic consumption in China remains weak, and has provided a further boost to the country's economic growth.

The investigation, which was led by the Singapore Police Force, involved the seizure of billions of dollars in cash, gold, and other assets, as well as the arrest of 10 individuals.

The investigation, which was led by the Singapore Police Force, involved the seizure of billions of dollars in cash, gold, and other assets, as well as the arrest of 10 individuals.

The investigation, which was led by the Singapore Police Force, involved the seizure of billions of dollars in cash, gold, and other assets, as well as the arrest of 10 individuals.

The investigation, which was led by the Singapore Police Force, involved the seizure of billions of dollars in cash, gold, and other assets, as well as the arrest of 10 individuals.





ट्रैक्टर के 'देश' २

हमको को ट्रैक्टर खरीदने पर लगे निश्चित उपहार। स्क्रीम्स और ऑफर्स के अलावा, पने पोर्टफोलियो को और मजबूत करने के लिए महिंद्रा ट्रैक्टरों ने न्व किये हैं कई नए प्रोडक्ट्स। 5 नई पहल किसानों को इस स वर्ष में त्योहारों का जश्न बाने का अवसर प्रदान कर रही

पूरथला निर्मित किलोमीटर प्रति रीक्षण

तंबर 2024 को खाना किया गया। इस ट्रेन ने 145 किलोमीटर नै घंटे की गति से लगभग 50 लोमीटर की दूरी सफलतापूर्वक की।



ने की 'शानदार' की घोषणा

मआई दर के साथ 30 दिन की लेसमेट गारंटी प्राप्त कर सकते हैं। यहाँ फाइनेंस विकल्प भी उपलब्ध है।

नकी ड्रा कॉन्टेस्ट के जरिए आपके स 1 कार, 5 दू कीलर, 101 नई डीटी और 101 माइक्रोवेव तने का अवसर भी है। साथ ही ई और बेहतरीन आकर्षक ऑफर लब्ध है।

अथवा उसके द्वारा प्राधिकृत अधिकारी द्वारा खोली जायेगी। यदि उक्त निविदा प्राप्त करने एवं खोलने के दिनों को एजकोय अवकाश घोषित होता तो निविदा प्राप्त एवं खोलने अगला कार्य दिवस होगा। निविदा खोलने के स्थल, समय व वैधता में कोई परिवर्तन नहीं होगा। निविदा की वैधता मूल तिथि से मानी जायेगी। निविदा को शर्त निम्नवत निर्धारित की जाती है:-

1. निविदा प्रपत्र कार्यालय ग्राम पंचायत वीरनगर से कार्यालय दिवस एवं सप्तर में दिनांक 18/10/2024 समय दोपहर 2:00 बजे तक निविदा मूल्य देकर मूल्य देकर प्राप्त किये जा सकते हैं।
2. निविदा प्रपत्र के साथ 2 प्रतिशत धरोहर राशि ए.बी.आर./राष्ट्रीय बचत पत्र जो अधोहस्ताक्षरी के पक्ष में बन्धक हो जमा करनी होगी।
3. निविदा सरात अथवा निर्धारित समय के बाद प्रस्तुत निविदायें मान्य नहीं होगी तथा किसी भी निविदा को बिना कारण बताये स्वीकृत/अस्वीकृत करने का पूर्ण अधिकारी अधोहस्ताक्षरी में निहित होगा।
4. निविदा दफे की वैधता छः माह अधिकतम होगी। इसके लिये निविदा प्रपत्र के साथ 100 रु. का नॉन जुडिशियल, स्टाम्प पेपर, एक रुपये का रिज्यू रिफ्ट के साथ होना अनिवार्य है।
5. बिलों के भुगतान के समय नियमानुसार आयकर बी.एस.टी. सेस एवं रेंटल आदि को कटौती की जायेगी।
6. सामग्री की आपूर्ति उच्च गुणवत्ता/मानक के अनुसार होनी चाहिए।
7. कोई भी निविदादाता जो अन्य विधिवार कॉन्सिल में पंजीकृत हो, निविदा देने से प्रतिबंधित होगा।
8. किसी भी प्रेषित निविदा को बिना कोई कारण बताये निरस्त करने का पूर्ण अधिकार ग्राम पंचायत का होगा।

क्र.सं.	कार्य का नाम	अनुमानित लागत सामग्री (रु. में)	धरोहर धनराशि (रु. में)	निविदा प्रपत्र का मूल्य	कार्य की अवधि
1.	आर.आर.सी. केन्द्र का निर्माण कार्य।	318867/-	63771/-	150/-	03 माह

अध्यक्ष/प्रधान ग्राम पंचायत वीरनगर वि.खं. सहपक (हाथरस) सचिव ग्राम पंचायत वीरनगर वि.खं. सहपक (हाथरस)

पीएफसी कन्सल्टिंग लिमिटेड

(पीएफसी लिमिटेड की पूर्ण स्वामित्व वाली सहायक कंपनी)
यजीकृत कार्यालय: प्रथम तल, 'ऊर्जा निधि', 1, बाराखम्बा लेन, कर्नाट प्लेस, नई दिल्ली-110001, (भारत) फ़ोन नं: 011-23443990

वैश्विक आमंत्रण (केवल ई-निविदा के माध्यम से)

अन्तर्राष्ट्रीय पारेषण परियोजना के लिए निर्माण, स्थापित, प्रचालन और स्थानांतरण (बूट) आधार पर पारेषण सेवा प्रदाता के बचन हेतु

पीएफसी कन्सल्टिंग लिमिटेड, पावर फाइनेंस कॉर्पोरेशन लिमिटेड (भारत सरकार का उपक्रम) की पूर्ण स्वामित्ववाली सहायक कंपनी एफएल वरुण दो लिहाका प्रक्रिया वाले "प्रस्ताव हेतु अनुरोध" (आरएफपी) का पालन करते हुए निर्माण, स्थापित, प्रचालन और स्थानांतरण (बूट) आधार पर पारेषण परियोजना की स्थापना के लिए प्रस्ताव आमंत्रित करता है।

इच्छुक बोलीदाता वेबसाइट <https://www.mscecommerce.com> एवं <https://www.pfcindia.com> पर उपलब्ध आरएफपी अधिसूचना और आरएफपी दस्तावेज देख सकते हैं।

निविदादाता अ-प्रतिदेय शुल्क रु. 5,00,000/- या यूएसडी (यूएस डॉलर) 7,000 प्लस 18 प्रतिशत की दर से लागू जीएसटी का भुगतान करके आरएफपी दस्तावेज 28.09.2024 से निम्नलिखित परियोजना के लिए निविदा जमा करने से एक कार्य दिवस पूर्व तक सभी कार्य दिवसों में 10.30 बजे (आईएसटी) से 18.00 बजे (आईएसटी) के बीच 9वां तल, बिग-ए, स्टेट बैंक हाउस, नारायणवा रोड, नर्मोद प्लेस, नई दिल्ली-110001, फ़ोन नं. 91-11-23443996 फ़ैक्स: 91-11-23443990, ई-मेल: pfcd.ltp@pfcindia.com से प्राप्त कर सकते हैं। आरएफपी दस्तावेज <https://www.mscecommerce.com> तथा <https://www.pfcindia.com> से भी डाउनलोड किए जा सकते हैं। यद्यपि, ऐसे मामले में इच्छुक पार्टियों को आरएफपी के उत्तर के साथ अलग से अ-प्रतिदेय शुल्क रु. 5,00,000/- या यूएसडी (यूएस डॉलर) 7,000 प्लस 18 प्रतिशत की दर से लागू जीएसटी को जमा करके आरएफपी के उत्तर जमा कर सकते हैं। आरएफपी दस्तावेज के लिए संबंधित रिपोर्ट एवं स्पष्टीकरण उन बोलीदाताओं को जारी किए जाएंगे जिन्होंने उपरोक्त परियोजना हेतु आरएफपी को निविदा जमा करने की तिथि से कम से कम एक कार्य दिवस पूर्व आवश्यक शुल्क का भुगतान कर आरएफपी दस्तावेज प्राप्त/खरीदा था। स्पष्टीकरण/सरोक्षण/समय विस्तार यदि होगा, आदि के संबंध में स्वयं को अद्यतन रखने के लिए निविदादाता नियमित रूप से वेबसाइट देखते रहें। इस संबंध में महत्वपूर्ण तिथियां निम्नानुसार हैं:

क्र.सं.	पारेषण योजना का नाम	रपष्टीकरण प्राप्त करने की अंतिम तिथि (दि.दि./मा.मा./व.व.)	आरएफपी का उत्तर जमा करने की अंतिम तिथि (दि.दि./मा.मा./व.व.)	आरएफपी के उत्तर खोलने की तिथि (दि.दि./मा.मा./व.व.)
1.	गुजरात के कांठला क्षेत्र में ग्रीन हाइड्रोजन/अमोनिया उत्पादन क्षमता के लिए बिजली की आपूर्ति हेतु ट्रांसमिशन सिस्टम (वरण-न: 3 गीगावॉट)	04/11/2024	17/12/2024 को 15:00 बजे (आईएसटी) तक	17/12/2024 को 15:30 बजे (आईएसटी) तक
2.	वरण-1 के तहत गुजरात के मुंडा क्षेत्र में ग्रीन हाइड्रोजन/अमोनिया उत्पादन क्षमता के लिए बिजली की आपूर्ति हेतु ट्रांसमिशन सिस्टम भाग बी योजना (रेविनल एस/एस में 3 गीगावॉट)	04/11/2024	18/12/2024 को 15:00 बजे (आईएसटी) तक	18/12/2024 को 15:30 बजे (आईएसटी) तक
3.	अनंतपुर-11 REZ- वरण-1 के एकीकरण के लिए ट्रांसमिशन सिस्टम (4.5 गीगावॉट के लिए)	04/11/2024	19/12/2024 को 15:00 बजे (आईएसटी) तक	19/12/2024 को 15:30 बजे (आईएसटी) तक

नोट: पीएफसी कन्सल्टिंग लिमिटेड बिना कोई कारण बताए और बिना किसी दायित्व के निविदा प्रक्रिया को निरस्त या संशोधित करने का अधिकार रखता है। यह कोई प्रस्ताव नहीं है।

बोली प्रक्रिया सगन्धयक

COMBUSTING LTD.

(निविदा प्रक्रिया के पूर्ण स्वामित्ववाली सहायक कंपनी)
(पूरा उत्तर का एक पत्र)

पहलकर्ता

Dayal Sharma
पहलकर्ता

अग्रणी भागीदार

4
6, 10th Floor, 10th Floor

Hindustan (H)- Aligarh - 15/10/2024



00 PM.

5

TENDER NOTICE

bids (E Tender) from registered Mahatransco E-Tendering website <http://mahatransco.in> for following works.

O&M Zone/Pune/T-55/2024-25 RFX

(i) for the work of augmentation of 1) By providing additional 1X50 MVA, 110 kV substation. 2) By providing 110 kV T/F at 220kV Ranjangaon

provided by MSETCL).

2.294/-; EMD: Rs. 10,72,623/-; Tender

ments: From dtd. 15/10/2024 @ 14:00

4:00 Hrs.

/2024 after 14:05Hrs (Tech.); Dtd. (Price)

website <http://mahatransco.in> and loading tender document, schedules,

Sd/-

gineer (I/C), EHV PC O&M Zone Pune

TENDER NOTICE

bids (E Tender) from registered Mahatransco E-Tendering website <http://mahatransco.in> for following works.

EHV PC O&M Zone/Pune/T-55/2024-

(i) for the Work Contract for Installation, of 125 MVA, 400 kV Bus Reactor along with s/s and replacement of old 50 MVA, 125 MVA, 400 kV Bus Reactor along with 400 kV Lonikand-I under Pune Zone. MSETCL).

96,971/-; EMD: Rs. 5,16,970/-; Tender

ments: From dtd. 15/10/2024 @ 14:00

4:00 Hrs.

/2024 after 14:05Hrs (Tech.); Dtd. (Price)

ur website <http://mahatransco.in> and loading tender document, schedules,

Sd/-

gineer (I/C), EHV PC O&M Zone Pune

Speciality Cancer Institute

Our Road, Lucknow-226002

Phone: 0522-2260021 Email: dmr.ssc@icml.com

TENDER NOTICE

for EMD Bidding/Bidding from Manufacturers/ Suppliers/Dealers/Accredited Agents for the supply of various departments of the institute Pump, Mannequin Advance Life Support, System, Blood and Fluid Warmer, Peripheral section Machine MFM (Xerox laser Mono printer), Portable Vein Viewing Device for Medical Use with pump, Medical Training Ins for Medical Education or Training, Machine, Surgical Operating ENT Microscope, Refrigerator & Video Laryngoscope and Ventilators, Laboratory Drying Oven, Tissue etc. are required to submit their offers on GeM portal. Technical and financial Bid as per terms and

we deposited their EMD against previous tender. If been cancelled need to submit bid again with EMD required to submit EMD again.

list of Equipment, Date of Submission and opening the GeM portal. The list of equipment will also be on icml.in for reference only. The only on GeM portal with terms and conditions as per Director reserves the right to accept or reject any bidding any reason thereof. In case any legal action the court of law at Lucknow (UP), India.

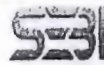
024-25

Director

क्र. (करोड़ रु.)	विवरण	अंका (करोड़ रु.)
1	Development of Bulk Drug Pharma Park at Dist. Lalpur on 352.91 Acres. (Package-1) - Road work, Storm Water work drain & structures, Minor Bridge and RCC Trench, Water Supply, Wastewater Network (LTDs + HTDIs), Truck Parking, Compound Wall, Landscaping, Admin Building, Firefighting Building, Entrance Gate, ICT Network, Power Supply) (On EPC Basis)	103.67

नोट:- निविदादाता अपनी निविदाओं में समस्त कर सहित दरे अंकित करें। जीएचसीडी अलग से दिये होंगे।
निविदा समस्त निविदा जानकारी को www.onlineupaid.com पर रचित ई-लिक एवं निविदाओं की www.upaid.com पर देखी जा सकती है। अन्य जानकारी हेतु कार्यस्थल के कार्यालय पर्यटक (संविदा) के माध्यम से 0244107106 पर संपर्क किया जा सकता है।

प्रधान महारक्षक (आर), उपप्रधान/सहायक, कानपुर



भारतीय प्रतिभूति और विनियम बोर्ड
Securities and Exchange Board of India

SECURITIES AND EXCHANGE BOARD OF INDIA

SEBI BHAVAN II, PLOT NO. C-7,

G BLOCK, BANDRA KURLA COMPLEX, BANDRA EAST

MUMBAI (MAHARASHTRA)- 400 051

Tel: 26449000 / 40459000

Tender Notice No.: SEBI/ITD/HO/CSC/2024/10/01

SEBI invites responses to "Request for Proposal (RFP)" from reputed companies/firms (bidders) for 'Annual Maintenance Contract of Enterprise wide Security and Network Operation Centre (SOC -NOC) and Augmentation of Hardware of SOC-NOC Project at SEBI'. The details of the aforesaid advertisement are available on SEBI website: www.sebi.gov.in under section "Tenders".

The last date for submission of response to the "Request for Proposal" is 28 days from the date of publication of this advertisement in the newspapers.

Online responses will be received through <https://www.mstcecommerce.com/eproc/>

CBC, 15204/11/10138/2425

PFC CONSULTING LIMITED

(A wholly owned subsidiary of PFC Ltd.)

Regd. Office: First Floor, Urja, 1, Barakhamba Lane, Connaught Place, New Delhi - 110001, (India) Fax: 011-23443990

GLOBAL INVITATION (THROUGH E-BIDDING ONLY)

FOR SELECTION OF TRANSMISSION SERVICE PROVIDER ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR INTER-STATE TRANSMISSION PROJECTS

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and Transfer (BOOT) basis following single stage two envelope process of Request for Proposal (RFP).

Interested bidders may refer to the RFP notification and RFP documents available on the website <https://www.mstcecommerce.com> and <https://www.pfcindia.com>.

The Bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) from 15.10.2024 to one working day prior to bid submission for the projects mentioned below on payment of a non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @ 18% from 9th Floor, Wing A, Statesman House, Connaught Place, New Delhi - 110001, Tel.: 91-11-23443996; Fax: 91-11-23443990; e-mail: pfccl.itp@pfcindia.com. The RFP documents can also be downloaded from <https://www.mstcecommerce.com> and <https://www.pfcindia.com>, however, in such case, interested party can submit Response to RFP only on submission of non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @ 18% separately. The survey report and clarification to RFP documents shall be issued to those bidders, who have obtained/ purchased RFP documents by paying requisite fee at least one working day prior to bid submission date. Bidders should regularly visit website to keep themselves updated regarding clarifications/ amendments/ time extensions etc., if any. The important timelines in this regard are as follows:

S. No.	Name of Transmission Scheme	Last Date for seeking clarifications (dd/mm/yyyy)	Last Date for submission of response to RFP (dd/mm/yyyy)	Date of opening of Response to RFP (dd/mm/yyyy)
1	Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Kandla area of Gujarat (Phase-I: 3 GW)	04/11/2024	17/12/2024 up to 15:00 hrs (IST)	17/12/2024 up to 15:30 hrs (IST)
2	Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navina S/s)	04/11/2024	18/12/2024 up to 15:00 hrs (IST)	18/12/2024 up to 15:30 hrs (IST)
3	Transmission System for integration of Anantapur-II REZ- Phase-I (for 4.5 GW)	04/11/2024	19/12/2024 up to 15:00 hrs (IST)	19/12/2024 up to 15:30 hrs (IST)

Note: PFC Consulting Limited reserves the right to cancel or modify the process without assigning any reason and without any liability. This is not an offer.

Bid Process Coordinator

An Initiative of

Initiative Partner

PFC CONSULTING LTD.

(A wholly owned subsidiary of PFC Ltd.)

Ministry of Power

Government of India

Central Electricity Authority

HT (E) Mumbai - 15/10/2024



PFC CONSULTING LIMITED

(A wholly owned subsidiary of PFC Ltd.)

Regd. Office: First Floor, Ujjanidhi, 1, Barakhamba Lane, Connaught Place,
New Delhi - 110001, (India) Fax : 011-23443990

GLOBAL INVITATION THROUGH E-BIDDING ONLY

FOR SELECTION OF TRANSMISSION SERVICE UNDER BOOT BASIS TO OPERATE AND TRANSFER BOOT BASIS FOR INTERSTATE TRANSMISSION PROJECTS

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and Transfer (BOOT) basis following single stage two envelope process of Request for Proposal (RFP).

Interested bidders may refer to the RFP notification and RFP documents available on the website <https://www.mstcecommerce.com> and <https://www.pfcclindia.com>.

The Bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) from 15.10.2024 to one working day prior to bid submission for the projects mentioned below on payment of a non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @18% from 9th Floor, Wing A, Statesman House, Connaught Place, New Delhi - 110001, Tel.: 91-11-23443996; Fax: 91-11-23443990; e-mail: pfccl.itp@pfcclindia.com. The RFP documents can also be downloaded from <https://www.mstcecommerce.com> and <https://www.pfcclindia.com>, however, in such case, interested party can submit Response to RFP only on submission of non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @18% separately. The survey report and clarification to RFP documents shall be issued to those bidders, who have obtained/purchased RFP documents by paying requisite fee at least one working day prior to bid submission date. Bidders should regularly visit website to keep themselves updated regarding clarifications/ amendments/ time extensions etc., if any. The important timelines in this regard are as follows:

S. No.	Name of Transmission Scheme	Last Date for seeking clarifications (dd/mm/yyyy)	Last Date for submission of response to RFP (dd/mm/yyyy)	Date of opening of Response to RFP (dd/mm/yyyy)
1	Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Kandla area of Gujarat (Phase-I: 3 GW)	04/11/2024	17/12/2024 up to 15:00 hrs (IST)	17/12/2024 up to 15:30 hrs (IST)
2	Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navinal S/s)	04/11/2024	18/12/2024 up to 15:00 hrs (IST)	18/12/2024 up to 15:30 hrs (IST)
3	Transmission System for integration of Anantapur-II REZ- Phase-I (for 4.5 GW)	04/11/2024	19/12/2024 up to 15:00 hrs (IST)	19/12/2024 up to 15:30 hrs (IST)

Note: PFC Consulting Limited reserves the right to cancel or modify the process without assigning any reason and without any liability. This is not an offer.


Bid Process Coordinator

An Initiative of

Initiative Partner

PFC CONSULTING LTD.
(A wholly owned subsidiary of PFC Ltd.)
(A Govt. of India Undertaking)


Ministry of Power
Government of India


Central Electricity Authority

pfccl.utdb@gmail.com with CC to procurement.utdb@gmail.com.
Any Addendum/Corrigendum including date extension will be uploaded only on uktenders.gov.in. Proposals must be submitted online through uktenders.gov.in only. The last date for submission of proposals is 11.11.2024 till 3:00 PM.

Chief Executive Officer

Disclaimer: This notice has been issued to maximize outreach concerning the aforesaid tender. The authority is not responsible to publish further information in the public domain.

105

NORTH CENTRAL RAILWAY

No. DYCE-II-GSU-PRYJ-12&13-2024

Date: 09.10.2024

E-TENDER NOTICE

Dy. Chief Engineer-II/GSU/Prayagraj, North Central Railway, acting for behalf of the President of India, invites E-tenders for the following work: Open Tender-Single Packet System & Joint venture/Consortium. Not applicable with closing date/time 01.11.2024 up to 15:00 hours. Bidders will be able to submit their original/revised bids up to closing date and time. Manual offers are not allowed against this tender and any such manual offers received shall be ignored.

Tender No.: DYCE-II-GSU-PRYJ-12-2024 Approx. Cost of Work (INR): ₹

Brief Description of work: P-Way work in connection with prov. Goods Shed at 03 nos. Stations at Ahsari, Ekdi & Phaphund under CE-II/GSU/PRYJ.

Amount of EMD (INR): ₹ 3,98,800/- Completion Period: 10 months

Tender No.: DYCE-II-GSU-PRYJ-13-2024 Approx. Cost of Work (INR): ₹

Brief Description of work: Provision of 01 additional Goods Shed at Sonbhadra Station

Amount of EMD (INR): ₹ 2,81,500/- Completion Period: 03 months

Cost of all Tender Document: 0.00/-

All Tender Opening date and Time: 01.11.2024, 15:00

All Similar Nature of Work for Eligibility Criteria: Any P-Way work

Note: For complete details and submission of tender please visit Railway's website <http://www.treps.gov.in>. Note:- 1. The information along with tender document of above E-works tend. available on website <https://treps.gov.in> up to 15:00 hrs. or date of tender opening. 2. Bids other than in the form of E-Bids be accepted against above Tenders. For this purpose, bidders are required to get themselves registered with IREPS website at class III Digital signature certificates issued by CCA under IT. 3. Rate entered into Financial Rate page and duly signed dig only be considered. Rates and any other financial entity in form/letter head attached by tenderer shall be straight away ignored shall not be considered. 4. Documents being attached should be by the tenderer on its body. 5. In case of any difficulty, helpdesk on the website of IREPS may be approached.

North central railways @CPRONCR www.ncr.indianrailways

NORTHERN RAILWAY

E-AUCTION NOTICE

Sr. Divisional Commercial Manager/Northern Railway/Lucknow

Auction catalogue No./Lot No. Parking-LKO-LLJ-MX-146-24-1 (Parking Mixed)

Catalogue Published on 09.10.2024

Auction Start (All Lots) 25.10.2024 at 10:00 hrs

Auction close Date / Time 25.10.2024 at 11:20 hrs

Website particulars where complete details of auction can be seen by registered bidders

E-Auction www.treps.gov.in

SERVING CUSTOMERS WITH

HT (E) - Lucknow - 15/10/2024

to give a toll waiver hours before



PFC CONSULTING LIMITED

(A wholly owned subsidiary of PFC Ltd.)

Regd. Office: First Floor, Urjanidhi, 1, Barakhamba Lane, Connaught Place,
New Delhi - 110001, (India) Fax : 011-23443990

GLOBAL INVITATION THROUGH BIDDING ONLY

FOR REVENUE TRANSMISSION SERVICE (RTPS) BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR INFRASTRUCTURE TRANSMISSION PROJECTS

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and Transfer (BOOT) basis following single stage two envelope process of Request for Proposal (RFP).

Interested bidders may refer to the RFP notification and RFP documents available on the website <https://www.mstcecommerce.com> and <https://www.pfcindia.com>.

The Bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) from 15.10.2024 to one working day prior to bid submission for the projects mentioned below on payment of a non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @18% from 9th Floor, Wing A, Statesman House, Connaught Place, New Delhi - 110001, Tel: 91-11-23443990; Fax: 91-11-23443990; e-mail: pfccl.itp@pfcindia.com. The RFP documents can also be downloaded from <https://www.mstcecommerce.com> and <https://www.pfcindia.com>, however, in such case, interested party can submit Response to RFP only on submission of non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @18% separately. The survey report and clarification to RFP documents shall be issued to those bidders, who have obtained purchased RFP documents by paying requisite fee at least one working day prior to bid submission date. Bidders should regularly visit website to keep themselves updated regarding clarifications/ amendments/ time extensions etc., if any. The important timelines in this regard are as follows:

S. No.	Name of Transmission Scheme	Last Date for seeking clarifications (dd/mm/yyyy)	Last Date for submission of response to RFP (dd/mm/yyyy)	Date of opening of Response to RFP (dd/mm/yyyy)
1	Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Kandla area of Gujarat (Phase-I: 3 GW)	04/11/2024	17/12/2024 up to 15:00 hrs (IST)	17/12/2024 up to 15:30 hrs (IST)
2	Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navali S/s)	04/11/2024	18/12/2024 up to 15:00 hrs (IST)	18/12/2024 up to 15:30 hrs (IST)
3	Transmission System for integration of Anantapur-II REZ- Phase-I (for 4.5 GW)	04/11/2024	19/12/2024 up to 15:00 hrs (IST)	19/12/2024 up to 15:30 hrs (IST)

Note: PFC Consulting Limited reserves the right to cancel or modify the process without assigning any reason and without any liability. This is not an offer.

Bid Process Coordinator

PFC CONSULTING LTD.

(A wholly owned subsidiary of PFC Ltd.)
(A Govt. of India Undertaking)

An Initiative of

Ministry of Power

Government of India

Initiative Partner

Central Electricity Authority

Control Electricity Authority

pfccl.utdb@gmail.com with CC to procurement.utdb@gmail.com.
Any Addendum/Corrigendum including date extension will be uploaded only on uktenders.gov.in. Proposals must be submitted online through uktenders.gov.in only. The last date for submission of proposals is 11.11.2024 till 3:00 PM.

Chief Executive Officer

Disclaimer: This notice has been issued to maximize outreach concerning the aforesaid parties. The authority is not responsible to publish further information in the public domain.

107

NORTH CENTRAL RAILWAY

No. DYCE-II-GSU-PRYJ-12&13-2024

Date: 09.10

E-TENDER NOTICE

Dy. Chief Engineer-II/GSU/Prayagraj, North Central Railway, acting for & behalf of the President of India, invites E-tenders for the following work II Open Tender-Single Packet System & Joint venture/Consortium/ Not applicable with closing date/time 01.11.2024 up to 15.00 hours. B will be able to submit their original/revised bids up to closing date and time. Manual offers are not allowed against this tender and any such manual received shall be ignored.

Tender No.: DYCE-II-GSU-PRYJ-12-2024 Approx. Cost of Work (INR): ₹ 4

Brief Description of work: P-Way work in connection with provi Goods Shed at 03 nos. Stations at Ahsari, Ekdil & Phaphund ur CE-II/GSU/PRYJ.

Amount of EMD (INR): ₹ 3,98,800/- Completion Period: 10 month

Tender No.: DYCE-II-GSU-PRYJ-13-2024 Approx. Cost of Work (INR): ₹ 4

Brief Description of work: Provision of 01 additional Goods sonbhadra Station

Amount of EMD (INR): ₹ 2,81,500/- Completion Period: 08 month

Cost of all Tender Document: 0.00/-

All Tender Opening date and Time: 01.11.2024, 15:00

All Similar Nature of Work for Eligibility Criteria: Any P-Way wo

Note : For complete details and submission of tender please sr Railway's website <http://www.ireps.gov.in>. Note:- 1. The information along with tender document of above E-works tend available on website <https://ireps.gov.in> up to 15:00 hrs. or date of tender opening. 2. Bids other than in the form of E-Bids be accepted against above Tenders. For this purpose, you required to get themselves registered with IREPS website a class III Digital signature certificates issued by CCA under IT / 3. Rate entered into Financial Rate page and duly signed digi only be considered. Rates and any other financial entity in form/letter head attached by tenderer shall be straight away ig shall not be considered. 4. Documents being attached should by the tenderer on its body. 5. In case of any difficulty, helpdesk on the website of IREPS may be approached. 171

North central railways @CPRONCR www.ncrindianrailway

NORTHERN RAILWAY

E-AUCTION NOTICE

Sr. Divisional Commercial Manager/Northern Railway/Lucknow

Auction catalogue No./Lot No.	Parking-LKO-LLJ-MX-146-24-1 (Parking Mixed)
Catalogue Published on	09.10.2024
Auction Start (All Lots)	25.10.2024 at 10:00 hrs
Auction close Date / Time	25.10.2024 at 11:20 hrs
Website particulars where complete details of auction can be seen by registered bidders	E-Auction A www.ireps

SERVING CUSTOMERS WITH

HT (G) - Lucknow - 15/10/2024

to give a toll waiver hours before





शेका कसा गया है।

Quality Cancer Institute

Lucknow-226002

Email: jdmmscch@gmail.com

ICE

ding/Bidding from Manufacturers/ Dealers/Accredited Agents for the various departments of the institute require Advance Life Support, and Fluid Warmer, Peripheral line MFM (Xerox Laser Mono portable Vein Viewing Device for use with pump, Medical Training dical Education or Training, gical Operating ENT Microscope, rator & Video Laryngoscope & Laboratory Drying Oven, Tissue red to submit their offers on GeM and financial Bid as per terms and

their EMD against previous tender need to submit bid again with 2 submit EMD again.

nt, Date of Submission and opening d. The list of equipment will also be tute.edu.in for reference only. The ortal with terms and conditions as res the right to accept or reject any reason thereof. In case any legal wat Lucknow (UP), India.

Director

कक्षा सूचना

म 8 (1) के अन्तर्गत

उ(12) तथा प्रतिभूति हित (प्रवर्तन) फंडिंग का प्राधिकृत अधिकारी ने करने को कहा था। ऋणियों के द्वारा सूचित किया जाता है कि प्राधिकृत प्रदत्त अधिकारों का प्रयोग हुए नीचे करने हेतु उपलब्ध समग्र सीमा से विशेष रूप से तथा सर्वसाधारण को है। सम्पत्तियों के संप्रभु में किया होगा ऋण/बन्धकताओं का ध्यान की तरफ आकर्षित किया जाता है।

वेब पोर्टल की तिथि	कक्षा की तिथि	वकाया राशि
09.10.2024	11.64,688.05	
26.06.2024	09.10.2024	+ व्याज व अन्य खर्च

प्राधिकृत अधिकारी

ation Ltd.

102425

ion, Lucknow

Date: 10/10/2024

in GeM Portal from eligible and equipments. The schedules of

Last Date & Submission of Online Bids	Date & Time of Opening of Technical Bids
30/10/2024 upto 19:00 PM	30/10/2024 at 19:30 PM
19/10/2024 upto 19:00 PM	19/10/2024 at 19:30 PM
11/10/2024 upto 15:00 PM	21/10/2024 at 15:30 PM
9/10/2024 upto 18:00 PM	19/10/2024 at 18:30 PM
11/10/2024 upto 12:00 PM	28/10/2024 at 12:30 PM
11/10/2024 upto 12:00 PM	21/10/2024 at 12:30 PM
11/10/2024 upto 11:00 PM	21/10/2024 at 11:30 PM
11/10/2024 upto 15:00 PM	31/10/2024 at 15:30 PM
11/10/2024 upto 16:00 PM	31/10/2024 at 16:30 PM

in. Kindly check GeM Portal & Managing Director, UPMSC, ar Pradesh

उम्मीदवार सहायता केंद्र : +91-7996165333

• आवेदक लॉगिन पेज पर हेल्पसाइन पोर्टल
• एनवीईएमएस वेबसाइट पर संचार वेब पोर्टल

आगरा नगर निगम, आगरा

निविदा सूचना

नगर निगम आगरा द्वारा नगर निगम सीमान्तर्गत विज्ञापन व्यवसाय के विभिन्न कार्यों हेतु नगर निगम के विज्ञापन विभाग में पंजीकृत ठेकेदारों से ई-टेंडरिंग की वेबसाइट <https://etender.up.nic.in> के माध्यम से निविदा आमंत्रित की जाती है। निविदा की शर्तें एवं कार्यों का विवरण नगर निगम आगरा की वेबसाइट <https://nagarnigamagra.com> पर उपलब्ध है। जमानत धनराशि एफ.डी.आर. के रूप में ली जायेगी, जिसका नगर आयुक्त, नगर निगम आगरा के नाम बन्धक होना अनिवार्य होगा। निविदा प्रपत्र मूल्य की धनराशि RTGS / NEFT के माध्यम से नगर निगम के एच.डी.एफ.सी. बैंक में खाता संख्या: 50200085411520, शाखा-संजय प्लेस, आगरा IFSC Code HDFC0000121 खाता नाम नगर निगम आगरा ई.एम.डी. अकाउंट में जमा करते हुए धनराशि ट्रांसफर का यूटीओआर नम्बर आदि की स्कैन कॉपी निविदा के साथ वेबसाइट पर अपलोड करना अनिवार्य होगा। किसी भी निविदा को बिना कारण बताये स्वीकृत/अस्वीकृत करने का अधिकार नगर आयुक्त, नगर निगम आगरा को होगा। सशर्त निविदा मान्य नहीं होगी।

टेंडर शेड्यूल (Tender Schedule)

S. N.	नगर निगम/ ANN Stage	ठेकेदार/ Vendor Stage	प्रारम्भ दिनांक एवं दिनांक	अंतिम दिनांक एवं दिनांक
1	Tender Release		17.10.2024, 02:00 PM	24.10.2024, 02:00 PM
2		Tender Download	17.10.2024, 02:00 PM	24.10.2024, 02:00 PM
3		Bid Submission	17.10.2024, 02:00 PM	24.10.2024, 02:00 PM
4	Close for Bid			24.10.2024, 02:00 PM
5	Bid Opening		24.10.2024, 04:00 PM	

प्रभारी विज्ञापन,
नगर निगम, आगरा

पीएफसी कंसल्टिंग लिमिटेड

(पीएफसी लिमिटेड की पूर्ण स्वामित्व वाली सहायक कंपनी)
पंजीकृत कार्यालय: प्रथम तल, कृष्णविधि, 1, बाराखम्बा लेन, कॉन्फर्ट प्लेस,
नई दिल्ली-110001, (भारत) फोन नं.: 011-23443990

वैश्विक आमंत्रण (कवल-ई-निविदा के माध्यम से)

अन्तर्राष्ट्रीय पारंपरिक परियोजना के लिए निर्माण, स्वामित्व, प्रचालन और स्थानांतरण (वूट) आधार पर पारंपरिक सेवा प्रदाता के चयन हेतु

पीएफसी कंसल्टिंग लिमिटेड, पावर फाइनेंस कॉर्पोरेशन लिमिटेड (भारत सरकार का उपक्रम) की पूर्ण स्वामित्ववाली सहायक कंपनी एनवल चरण दो लिफाफा प्रक्रिया वाले "प्रस्ताव हेतु अनुबंध" (आरएफपी) का पालन करते हुए निर्माण, स्वामित्व, प्रचालन और स्थानांतरण (वूट) आधार पर पारंपरिक परियोजना की स्थापना के लिए प्रस्ताव आमंत्रित करता है। इच्छुक बोलीदाता वेबसाइट <https://www.mstcecommerce.com> एवं <https://www.pfcclindia.com> पर उपलब्ध आरएफपी अधिसूचना और आरएफपी दस्तावेज देख सकते हैं।

निविदादाता अ-प्रतिदेय शुल्क रु. 5,00,000/- या यूएसडी (यूएस डॉलर) 7,000 प्लस 18 प्रतिशत की दर से लागू जीएसटी का भुगतान करके आरएफपी दस्तावेज 28.09.2024 से निम्नलिखित परियोजना के लिए निविदा जमा करने से एक कार्य दिवस पूर्व तक सभी कार्य दिवसों में 10:30 बजे (आईएसटी) से 16:00 बजे (आईएसटी) के बीच 9 अं तल, थिंग-ए-स्टेटमेंट हाउस, बाराखम्बा रोड, कॉन्फर्ट प्लेस, नई दिल्ली-110001, फोन नं. 91-11-23443990 फैक्स: 91-11-23443990, ई-मेल: pfcclitp@pfcclindia.com में प्राप्त कर सकते हैं। आरएफपी दस्तावेज <https://www.mstcecommerce.com> तथा <https://www.pfcclindia.com> से भी डाउनलोड किए जा सकते हैं। यद्यपि, ऐसे मामले में इच्छुक पार्टियों को आरएफपी के उत्तर के साथ अलग से अ-प्रतिदेय शुल्क रु. 5,00,000/- या यूएसडी (यूएस डॉलर) 7,000 प्लस 18 प्रतिशत की दर से लागू जीएसटी को जमा करके आरएफपी के उत्तर जमा कर सकते हैं। आरएफपी दस्तावेज के लिए संवैधानिक रिपोर्ट एवं स्पष्टीकरण उन बोलीदाताओं को जारी किए जाएंगे। जिन्होंने उपरोक्त परियोजना हेतु आरएफपी को निविदा जमा करने की तिथि से कम से कम एक कार्य दिवस पूर्व आवश्यक शुल्क का भुगतान कर आरएफपी दस्तावेज प्राप्त/खरीदा था। स्पष्टीकरण/संशोधन/समय विस्तार यदि होगा, आदि के संबंध में स्वयं को अद्यतन रखने के लिए निविदादाता नियमित रूप से वेबसाइट देखते रहें। इस संबंध में महत्वपूर्ण तिथियां निम्नानुसार हैं:

क्र. सं.	पारंपरिक योजना का नाम	स्पष्टीकरण प्राप्त करने की अंतिम तिथि (दि.दि./मा.मा./व.व.)	आरएफपी का उत्तर जमा करने की अंतिम तिथि (दि.दि./मा.मा./व.व.)	आरएफपी के उत्तर खोलने की तिथि (दि.दि./मा.मा./व.व.)
1	गुजरात के कांडला क्षेत्र में ग्रीन हाइड्रोजन/अमोनिया उत्पादन क्षमता के लिए बिजली की आपूर्ति हेतु ट्रांसमिशन सिस्टम (चरण-1: 3 गीगावॉट)	04/11/2024	17/12/2024 को 15:00 बजे (आईएसटी) तक	17/12/2024 को 15:30 बजे (आईएसटी) तक
2	चरण-1 के तहत गुजरात के मुंद्रा क्षेत्र में ग्रीन हाइड्रोजन/अमोनिया उत्पादन क्षमता के लिए बिजली की आपूर्ति हेतु ट्रांसमिशन सिस्टम: भाग बी1: योजना (निविदा एस/एस में 3 गीगावॉट)	04/11/2024	18/12/2024 को 15:00 बजे (आईएसटी) तक	18/12/2024 को 15:30 बजे (आईएसटी) तक
3	अनंतपुर-II REZ- चरण-1 के एकीकरण के लिए ट्रांसमिशन सिस्टम (4.5 गीगावॉट के लिए)	04/11/2024	19/12/2024 को 15:00 बजे (आईएसटी) तक	19/12/2024 को 15:30 बजे (आईएसटी) तक

नोट: पीएफसी कंसल्टिंग लिमिटेड बिना कोई कारण बताए और बिना किसी दायित्व के निविदा प्रक्रिया को निरस्त या संशोधित करने का अधिकार रखता है। यह क्राई प्रस्ताव नहीं है।

बोली प्रक्रिया संपन्न

पहलकर्ता

अवधि भागीदार

CONSULTING LTD
(निजी निवेश की पूर्ण स्वामित्व वाली सहायक कंपनी)
(भारत सरकार का उपक्रम)

विश्व बैंक
का सहयोग

अवधि भागीदार

Hindustan (H) Aggra - 15/10/2024



र, थोक खाद्य महंगाई में भी जोरदार तेजी

टमाटर में भी बढ़ोतरी दर्ज

घटा कम होने के कारण इस वर्ष जुलाई प्रतिशत तक बढ़ गई। जबकि अगस्त त बढ़ोतरी देखी गई। इसके पीछे भी में कमी है, जो बीते वित्तीय वर्ष के प्रतिशत कम रहा है। टमाटर की सेंसर 2023-जून 2024 के दौरान 15.1 बढ़ गए हैं।

उत्पाद	सुदरा	थोक
(सीपीआई) (इन्फ्लेशन)		
सब्जी	21.7	16.1
दालें	16.0	19.4
अनाज	8.3	8.9
चीनी	5.8	6.5
मसाले	3.3	10.2
पेट्रोल डीजल	-1.8	-1.2

(यह आंकड़ा मार्च से अगस्त 2024 तक का है।)

दिल्ली: सब्जियों के

दाम आसमान पर

राजधानी में टमाटर 80 से 100 रुपये प्रति किलोग्राम पर बिक रहा है। आलू भी 40 रुपये, प्याज 60 से 70 रुपये और गोभी 100 रुपये प्रति किलोग्राम की दर से बिक रही है।

नोएडा: तीन गुना तक कीमतें बढ़ीं

नोएडा में सब्जियों के दाम छह माह में तीन गुना बढ़ गए। तोरी 30 से 90 रुपये किलो हो गई है। टमाटर के दाम 90 से 100 रुपये प्रति किलो पहुंच गए हैं।

गाजियाबाद: 100 रुपये पहुंचा टमाटर

शहर में आलू, प्याज और टमाटर के दाम सबसे ज्यादा बढ़े। टमाटर के दाम 30-35 से बढ़कर 100 रुपये किलो तक पहुंच गए। आलू 25 से बढ़कर 45 रुपये किलो हो गया है।

चर्चा

कैम्पस करंट अफेयर्स

व कलेक्शन लॉन्च अपने अंदाज में

ए सुंदर कृतियां व ड्रेस त्योहारी हेल को और खुबशूरत बना रही है वही पुस्तकों के लिए कैजुअल से कर एथनिक परिधानों की एक स्लूट श्रृंखला है तथा बच्चों के लिए शेष रेंज में रंगीन और आकर्षक जाड़न उपलब्ध हैं।



सिविल, मटेरियल्स, नेबिलिटी ICCMES-टाउन

गोलन, हिमाचल प्रदेश में फलतापूर्वक संपन्न हुआ। यह तिष्ठित आयोजन सिविल जीनियरिंग, मटेरियल साइंस और रॉयल एंग्लिश स्थापना के क्षेत्रों में श्विक विशेषज्ञों को एक साथ आकर, शोधकर्ताओं, वैज्ञानिकों और शोध के पेशेवरों के लिए एक हस्तपूर्ण मंच साबित हो रहा है। इस सम्मेलन का आयोजन जेयूआईटी के सैविल इंजीनियरिंग विभाग द्वारा किया गया है।

व 2024 के दौरान उद्घाटन के साथ स्थापित किया

हस्ता है।

संगापुर फ्लैगशिप ने APAC

पीएफसी कंसल्टिंग लिमिटेड

(पीएफसी लिमिटेड की पूर्ण स्वामित्व वाली सहायक कंपनी)
पंजीकृत कार्यालय प्रथम तल, 'ऊर्जा' भवन, 1, बाराखम्बा रोड, कर्नाट प्लेस, नई दिल्ली-110001, (भारत) फ़ोन नं. 011-23443990

वैश्विक आमंत्रण (केवल ई-निविदा के माध्यम से)

अन्तर्राष्ट्रीय पारेषण परियोजना के लिए निर्माण, स्थापित, प्रचालन और स्थापनाकरण (बुट)
आधार पर पारेषण सेवा प्रदाता के खतम हुए

पीएफसी कंसल्टिंग लिमिटेड, पावर फाइनेंस कॉरपोरेशन लिमिटेड (भारत सरकार का उपक्रम) की पूर्ण स्वामित्ववाली सहायक कंपनी एकल चरण दो लिफ्टाफा प्रक्रिया वाले "प्रस्ताव हेतु अनुरोध" (आरएफपी) का पालन करते हुए निर्माण, स्थापित, प्रचालन और स्थापनाकरण (बुट) आधार पर पारेषण परियोजना की स्थापना के लिए प्रस्ताव आमंत्रित करता है।
इच्छुक बोलीदाता वेबसाइट <https://www.mstccommerce.com> एवं <https://www.pfcindia.com> पर उपलब्ध आरएफपी अधिपुष्टना और आरएफपी दस्तावेज देख सकते हैं।
निविदादाता अ-प्रतिदेय शुल्क रु. 5,00,000/- या यूएसडी (यूएस डॉलर) 7,000 प्लस 18 प्रतिशत की दर से लागू जीएसटी का भुगतान करके आरएफपी दस्तावेज 28.09.2024 से निम्नलिखित परियोजना के लिए निविदा जमा करने से एक कार्य दिवस पूर्व तक सभी कार्य दिवसों में 10.30 बजे (आईएसटी) से 16.00 बजे (आईएसटी) के बीच 9वां तल, विंग-ए, स्टेटन हाउस, बाराखम्बा रोड, कर्नाट प्लेस, नई दिल्ली-110001, फ़ोन नं. 91-11-23443990 फ़ैक्स 91-11-23443990, ई-मेल: pfccl.hp@pfcindia.com से प्राप्त कर सकते हैं। आरएफपी दस्तावेज <https://www.mstccommerce.com> तथा <https://www.pfcindia.com> से भी डाउनलोड किए जा सकते हैं, यद्यपि, ऐसे मामले में इच्छुक पार्टियों को आरएफपी के उत्तर के साथ अलग से अ-प्रतिदेय शुल्क रु. 5,00,000/- या यूएसडी (यूएस डॉलर) 7,000 प्लस 18 प्रतिशत की दर से लागू जीएसटी को जमा करके आरएफपी के उत्तर जमा कर सकते हैं। आरएफपी दस्तावेज के लिए सर्वेक्षण रिपोर्ट एवं स्पष्टीकरण उन बोलीदाताओं को जारी किए जाएंगे। जिन्होंने उपरोक्त परियोजना हेतु आरएफपी को निविदा जमा करने की तिथि से कम से कम एक कार्य दिवस पूर्व आवश्यक शुल्क का भुगतान कर आरएफपी दस्तावेज प्राप्त/खरीदा था। स्पष्टीकरण/संशोधन/समय विस्तार यदि होगा, आदि के संबंध में स्वयं को अधतन रखने के लिए निविदादाता नियमित रूप से वेबसाइट देखते रहें। इस संबंध में महत्वपूर्ण तिथियां निम्नानुसार हैं:-

क्र. सं.	पारेषण योजना का नाम	स्पष्टीकरण प्राप्त करने की अंतिम तिथि (दि.दि./मा.मा./व.व.)	आरएफपी का उत्तर जमा करने की अंतिम तिथि (दि.दि./मा.मा./व.व.)	आरएफपी के उत्तर खोलने की तिथि (दि.दि./मा.मा./व.व.)
1	गुजरात के कांडला क्षेत्र में चीन हाइड्रोजन/अमोनिया उत्पादन क्षमता के लिए बिजली की आपूर्ति हेतु ट्रांसमिशन सिस्टम (चरण-1: 3 गीगावॉट)	04/11/2024	17/12/2024 को 15:00 बजे (आईएसटी) तक	17/12/2024 को 15:30 बजे (आईएसटी) तक
2	चरण-1 के तहत गुजरात के मुंद्रा क्षेत्र में चीन हाइड्रोजन/अमोनिया उत्पादन क्षमता के लिए बिजली की आपूर्ति हेतु ट्रांसमिशन सिस्टम: भाग बी। योजना (नेविनल एस/एस में 3 गीगावॉट)	04/11/2024	18/12/2024 को 15:00 बजे (आईएसटी) तक	18/12/2024 को 15:30 बजे (आईएसटी) तक
3	अनंतपुर-1 REZ- चरण-1 के एकीकरण के लिए ट्रांसमिशन सिस्टम (4.5 गीगावॉट के लिए)	04/11/2024	19/12/2024 को 15:00 बजे (आईएसटी) तक	19/12/2024 को 15:30 बजे (आईएसटी) तक

नोट: पीएफसी कंसल्टिंग लिमिटेड, बिना कोई कारण बताए और बिना किसी दायित्व के निविदा प्रक्रिया को निरस्त या संशोधित करने का अधिकार रखता है। यह कोई प्रस्ताव नहीं है।

बोली प्रक्रिया समन्वयक

पहलकर्ता

अग्रणी भागीदार

COMBUSTING LTD.

भारत सरकार

करीब सिंग

कार्यालय खण्ड विकास अधिकारी लखनावटी (बुलन्दशहर)

पत्रांक: 211/निविदा आमंत्रण/2024-25

दिनांक: 28.09.2024

निविदा आमंत्रण सूचना

एतद् द्वारा सर्व साधारण को सूचित किया जाता है कि वर्ष 2024-25 में क्षेत्र पंचायत के योजनावर्तगत निम्नलिखित कार्य की निविदाये शासकीय विभाग में पंजीकृत ठेकेदारों/फर्मों को आयकर, वाणिज्यकर (जीएसटी) विभाग में पंजीकृत हो, से सीलबन्ध निविदाये आमंत्रित की जाती हैं। निम्नलिखित निविदाये दिनांक-21-10-2024 को सायं 4:00 बजे अपराह्न तक कार्यालय में रखे टेण्डर बॉक्स में डाली जा सकती हैं। और बिल ऑफ क्वान्टिटी/टेण्डर फार्म की विकी दिनांक-21-10-2024 को अपराह्न 2:00 अपराह्न बजे तक कार्यालय में की जायेगी। प्राप्त निविदाओं को दिनांक-22-10-2024 को 11:00 बजे पूर्वान्ह में अधोहस्ताक्षरी अथवा अधिकृत/गठित समिति एवं टेण्डर दाताओं अथवा उनके अधिकृत प्रतिनिधि के समक्ष खोली जायेगी। यदि उक्त दिनांक को अवकाश रहने की दशा में निविदाये आगामी कार्यदिवस को खोली जायेगी।





ट्रेक्टर के 'देश'

4

हको को ट्रेक्टर खरीदने पर लगे निश्चित उपहार। स्कीम्स और ऑफर्स के अलावा, पने पोर्टफोलियो को और मजबूत करने के लिए महिदा ट्रेक्टर ने न्व किये हैं कई नए प्रोडक्ट्स। 5 नई पहल किसानों को इस-स वर्ष में त्योहारों का जश्न जाने का अवसर प्रदान कर रही।

पूरथला निर्मित किलोमीटर प्रति एरिक्षण

तंबर 2024 को खाना किया गया। इस ट्रेन ने 145 किलोमीटर ते घंटे की गति से लगभग 50 किलोमीटर की दूरी सफलतापूर्वक की।



ने की 'शानदार' की घोषणा

एमआई दर के साथ 30 दिन की लेसमेंट गारंटी प्राप्त कर सकते हैं। यहां फाइनेंस विकल्प भी उपलब्ध है।

नकी ड्रा कॉन्टेस्ट के जुरि आपके स 1 कार, 5 दू क्वीलर, 101 नईडी टीवी और 101 माइक्रोवेव तने का अवसर भी है। साथ ही ई और बेहतरीन आकर्षक ऑफर लब्ध है।

अथवा उसके द्वारा प्राधिकृत अधिकारी द्वारा खोली जायेगी। यदि उक्त निविदा प्राप्त करने एवं खोलने के दिनांक को उक्त अवकाश घोषित होता तो निविदा प्राप्त एवं खोलने अगला कार्य दिवस होगा। निविदा खोलने के स्थल, समय व वैधता में कोई परिवर्तन नहीं होगा। निविदा को वैधता प्राप्त तिथि से मानी जायेगी। निविदा को शर्त निम्नवत् निर्धारित की जाती है:-

1. निविदा प्रपत्र कार्यालय ग्राम पंचायत वीरनगर से कार्यालय दिवस एवं समय में दिनांक 18/10/2024 समय दोपहर 2:00 बजे तक निविदा मूल्य देकर मूल्य देकर प्राप्त किये जा सकते हैं।
2. निविदा प्रपत्र के साथ 2 प्रतिशत धरोहर राशि ए.डी.आर/गुणवत् बचत पत्र जो अधोहस्ताक्षरी के पक्ष में बन्धक हो जमा करनी होगी।
3. निविदा सशर्त अथवा निर्धारित समय के बाद प्रस्तुत निविदा में मान्य नहीं होगी तथा किसी भी निविदा को बिना कारण बताये स्वीकृत/अस्वीकृत करने का पूर्ण अधिकारी अधोहस्ताक्षरी में निहित होगा।
4. निविदा दायी की वैधता छः माह अधिकतम होगी। इसके लिये निविदा प्रपत्र के साथ 100 रु. का नॉन रिफंडेबल, स्टाम्प पेपर, एक रुपये का रिज्यू टिकट के साथ होना अनिवार्य है।
5. बिलों के भुगतान के समय नियमानुसार आयकर जी.एस.टी. सेस एवं रॉयल्टी आदि को कटौती की जायेगी।
6. सामग्री को आपूर्ति उच्च गुणवत्ता/मानक के अनुसार होनी चाहिए।
7. कोई भी निविदादाता जो राज्य विधिवार कॉसिल में पंजीकृत हो, निविदा देने से प्रतिबंधित होगा।
8. किसी भी प्रेषित निविदा को बिना कोई कारण बताये निरस्त करने का पूर्ण अधिकार ग्राम पंचायत का होगा।

क्र.सं.	कार्य का नाम	अनुमानित लागत (रु० में)	धरोहर धनराशि (रु० में)	निविदा प्रपत्र का मूल्य	कार्य की अवधि
1.	आर.आर.सी. केन्द्र का निर्माण कार्य।	318867/-	6377/-	150/-	03 माह
अध्यक्ष/प्रधान ग्राम पंचायत वीरनगर वि.खं. सहपड़ (हाथरस)			सचिव ग्राम पंचायत वीरनगर वि.खं. सहपड़ (हाथरस)		

पीएफसी कन्सल्टिंग लिमिटेड

(पीएफसी लिमिटेड की पूर्ण स्वामित्व वाली सहायक कंपनी)
मल्लिकार्जुन कार्यालय, प्रधान तल, 'ऊर्जा निधि', 1, बाराखम्बा लेन, कॉन्टेंट प्लेस, नई दिल्ली-110001, (भारत) फ़ोन नं: 011-23443890

वैश्विक आमंत्रण (केवल ई-निविदा के माध्यम से)

अन्तर्राष्ट्रीय पारेषण परियोजना के लिए निर्माण, स्थापित, प्रचालन और स्थानांतरण (एट) आधार पर पारेषण सेवा प्रदाता को ढूँढने हेतु

पीएफसी कन्सल्टिंग लिमिटेड, पावर फाइनेंस कॉरपोरेशन लिमिटेड (भारत सरकार का उपक्रम) की पूर्ण स्वामित्ववाली सहायक कंपनी एकल चरण दो लीका प्रक्रिया वाले 'प्रस्ताव हेतु अनुरोध' (आरएफपी) का पालन करते हुए निर्माण, स्थापित, प्रचालन और स्थानांतरण (एट) आधार पर पारेषण परियोजना की स्थापना के लिए प्रस्ताव आमंत्रित करता है।

इच्छुक बोलीदाता वेबसाइट <https://www.mstcoommerce.com> एवं <https://www.pfcclindia.com> पर उपलब्ध आरएफपी अधिसूचना और आरएफपी दस्तावेज देख सकते हैं।

निविदादाता अ-प्रतिदेय शुल्क रु. 5,00,000/- या यूएसडी (यूएस डॉलर) 7,000 प्लस 18 प्रतिशत की दर से लागू जीएसटी का भुगतान करके आरएफपी दस्तावेज 28.09.2024 से निम्नलिखित परियोजना के लिए निविदा जमा करने से एक कार्य दिवस पूर्व तक सभी कार्य दिवसों में 10:30 बजे (आईएसटी) से 16:00 बजे (आईएसटी) के बीच 8वां तल, विंग-ए, स्टेट बैंक हाउस, मारुतवा रोड, कॉन्टेंट प्लेस, नई दिल्ली-110001, फोन नं. 91-11-23443898 फैक्स: 91-11-23443890, ई-मेल: pfcclitp@pfcclindia.com से प्राप्त कर सकते हैं। आरएफपी दस्तावेज <https://www.mstcoommerce.com> तथा <https://www.pfcclindia.com> से भी डाउनलोड किए जा सकते हैं, यद्यपि, ऐसे मामले में इच्छुक पार्टियों को आरएफपी के उत्तर के साथ अलग से अ-प्रतिदेय शुल्क रु. 5,00,000/- या यूएसडी (यूएस डॉलर) 7,000 प्लस 18 प्रतिशत की दर से लागू जीएसटी को जमा करके आरएफपी के उत्तर जमा कर सकते हैं। आरएफपी दस्तावेज के लिए सहायक रिपोर्ट एवं स्पष्टीकरण उन बोलीदाताओं को जारी किए जाएंगे। जिन्होंने उपरोक्त परियोजना हेतु आरएफपी को निविदा जमा करने की शिथि से कम से कम एक कार्य दिवस पूर्व आवश्यक शुल्क का भुगतान कर आरएफपी दस्तावेज प्राप्त/खरीदा था। स्पष्टीकरण/संशोधन/समाय विस्तार यदि होगा, आदि के संबंध में स्वयं को अद्यतन रखने के लिए निविदादाता नियमित रूप से वेबसाइट देखते रहें। इस संबंध में महत्वपूर्ण शिथियां निम्नानुसार हैं:

क्र.सं.	पारेषण योजना का नाम	रपट्टीकरण प्राप्त करने की अंतिम तिथि (दि.दि./मा.मा./ब.ब.)	आरएफपी का उत्तर जमा करने की अंतिम तिथि (दि.दि./मा.मा./ब.ब.)	आरएफपी के उत्तर खोलने की तिथि (दि.दि./मा.मा./ब.ब.)
1	गुजरात के कंडला क्षेत्र में ग्रीन हाइड्रोजन/अमोनिया उत्पादन क्षमता के लिए बिजली की आपूर्ति हेतु ट्रांसमिशन सिस्टम (चरण-1: 3 गीगावॉट)	04/11/2024	17/12/2024 को 15:00 बजे (आईएसटी) तक	17/12/2024 को 15:30 बजे (आईएसटी) तक
2	चरण-1 के तहत गुजरात के मुंद्रा क्षेत्र में ग्रीन हाइड्रोजन/अमोनिया उत्पादन क्षमता के लिए बिजली की आपूर्ति हेतु ट्रांसमिशन सिस्टम: भाग बी। योजना (नैशिनल एन/एस में 3 गीगावॉट)	04/11/2024	18/12/2024 को 15:00 बजे (आईएसटी) तक	18/12/2024 को 15:30 बजे (आईएसटी) तक
3	अनंतपुर-II REZ- चरण-1 के एकीकरण के लिए ट्रांसमिशन सिस्टम (4.5 गीगावॉट के लिए)	04/11/2024	19/12/2024 को 15:00 बजे (आईएसटी) तक	19/12/2024 को 15:30 बजे (आईएसटी) तक

नोट: पीएफसी कन्सल्टिंग लिमिटेड बिना कोई कारण बताए और बिना किसी दायित्व के निविदा प्रक्रिया को निरस्त या संशोधित करने का अधिकार रखता है। यह कोई प्रस्ताव नहीं है।

बोली प्रक्रिया समन्वयक

CONSULTING LTD.
(निविदा प्रक्रिया की पूर्ण स्वामित्व वाली सहायक कंपनी)
(विशेष ध्यान से पढ़ें)

पहलकर्ता

विशेष ध्यान से पढ़ें

अग्रणी भागीदार

विशेष ध्यान से पढ़ें

Hindustan (H)- Aligarh - 15/10/2024



00 PM.

5

TENDER NOTICE

bids (E Tender) from registered Mahatransco E-Tendering website mahatransco.in; for following works.

O&M Zone/Pune/T-55/2024-25 RFX

(i) for the work of augmentation of
1) By providing additional 1X50 MVA, Igstone substation. 2) By providing 22 kV T/F at 220kV Ranjangaon

provided by MSETCL).

2,294/-; EMD: Rs. 10,72,623/-; Tender

ments: From dtd. 15/10/2024 @14:00

4:00 Hrs.

/2024 after 14:05Hrs (Tech.); Dtd.

Price)

website <http://mahatransco.in> and

loading tender document, schedules,

Sd/-

gineer (I/C), EHV PC O&M Zone Pune

TENDER NOTICE

bids (E Tender) from registered Mahatransco E-Tendering website mahatransco.in; for following works.

EHV PC O&M Zone/Pune/T-55/2024-

(i) for the Work Contract for Installation, of 125 MVAR, 400 kV Bus Reactor along can s/s and replacement of old 50 MVAR, 125 MVAR, 400 kV Bus Reactor along 100 kV Lonikand-I under Pune Zone, MSETCL).

96,971/-; EMD: Rs. 5,16,970/-; Tender

ments: From dtd. 15/10/2024 @14:00

4:00 Hrs.

/2024 after 14:05Hrs (Tech.); Dtd.

Price)

ur website <http://mahatransco.in> and

loading tender document, schedules,

Sd/-

gineer (I/C), EHV PC O&M Zone Pune

Speciality Cancer Institute

our Road, Lucknow-226002

Website: www.scic.edu.in; Email: jdmin.scic@gmail.com

TENDER NOTICE

1. GeM Bidding/Bidding from Manufacturers/ Suppliers/Dealers/Accredited Agents for the items for various departments of the institute Camp, Mannequin Advance Life Support, System, Blood and Fluid Warmer, Peripheral Infusion Machine MFM (Xerox laser Mono printer), Portable Vein Viewing Device for Medical Use with pump, Medical Training Ins for Medical Education or Training, Machine, Surgical Operating ENT Microscope, Laboratory Refrigerator & Video Laryngoscope & Ventilators, Laboratory Drying Oven, Tissue boxes are required to submit their offers on GeM portal. Technical and financial Bid as per terms and

have deposited their EMD against previous tender. If been cancelled need to submit bid again with EMD required to submit EMD again.

2. Equipment, Date of Submission and opening, the GeM portal. The list of equipment will also be available on cancerinstitute.edu.in for reference only. The only on GeM portal with terms and conditions as per. 3. Director reserves the right to accept or reject any tender without any reason thereof in case any legal action is taken at Lucknow (UP), India.

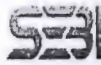
02/23

Director

S. No.	Description of Work	Estimate (Rs. in Lakhs)
1	Development of Bulk Drug Pharma Park at Dist. Lalitpur on 352.91 Acres. (Package-1 - Road work, Storm Water drain & structures, Minor Bridge and RCC Trench, Water Supply, Wastewater Network (LTDs + HTDS), Truck Parking, Compound Wall, Landscaping, Admin Building, Firefighting Building, Entrance Gate, ICT Network, Power Supply) (On EPC Basis)	103.67

नोट- निविदापत्रात अर्पनी निविदाओ न समस्त कर सहित दरे अर्पित करे। जीएएमपीओ जलन से देय होय। निविदा सम्पन्नी निविदा जानकारी प्रतिकरण की [website: www.onlineupside.com](http://www.onlineupside.com) पर विवरण है- निविदा एवं सुविधायी की [website: http://www.upside.com](http://www.upside.com) पर देवी जा सकती है। अन्य जानकारी हेतु कार्यालय के सहायक प्रबन्धक (निविदा) के संपर्क नम्बर 052197166 पर सम्पर्क किया जा सकता है।

प्रधान महाप्रबन्धक (आर), उपप्रधान और निविदा, कानपुर



भारतीय प्रतिभूति और विनियम बोर्ड
Securities and Exchange Board of India

SECURITIES AND EXCHANGE BOARD OF INDIA
SEBI BHAVAN II, PLOT NO. C-7,
G BLOCK, BANDRA KURLA COMPLEX, BANDRA EAST
MUMBAI (MAHARASHTRA)- 400 051
Tel: 26449000 / 40459000

Tender Notice No.: SEBI/ITD/HO/CSC/2024/10/01

SEBI invites responses to "Request for Proposal (RFP)" from reputed companies/firms (bidders) for 'Annual Maintenance Contract of Enterprise wide Security and Network Operation Centre (SOC -NOC) and Augmentation of Hardware of SOC-NOC Project at SEBI'. The details of the aforesaid advertisement are available on SEBI website: www.sebi.gov.in under section "Tenders".

The last date for submission of response to the "Request for Proposal" is 28 days from the date of publication of this advertisement in the newspapers.

Online responses will be received through <https://www.mstcecommerce.com/eproc/>

CBC/15204/11/0138/2425

TTR(TWS+WCMS)-24 Sets 5) TFR between RUI-BUE-1,761Tr. Km, KSX-BKSC-4.05 Tr. Km and renewal of GRSP from Km 328.038 to 345.279km (29515 Nos.) 6) Renewal of Ordinary CMS Crossing under the jurisdiction of DEN/North/Adra. Tender Value: ₹3,07,38,373.71 (2) e-Tender Notice No.: E-DRM-Engg-ADRA-135-24, Dated:09.10.2024; Description of work: Upgradation/Modernization of Infrastructure at Bandhvi goods shed in Adra Division of South Eastern Railway; Tender Value: ₹8,42,56,882.51; (3) e-Tender Notice No.: E-DRM-Engg-ADRA-136-24, Dated:09.10.2024; Description of work: Provision of deep tube well for drinking water facility at Dhagana (DGF), Patrasayer (PSF), Belur (BTRB), Kumul (KRML), Indas (INS), Sahaspur Road (SHJ), Saharabazar (SRBZ), Shyamsunder (SHMR), Bokra (BOKA) and Mathnashipur (MTIP) of Passenger Halls of BQA-MSAE section. Tender Value: ₹2,07,98,672.55. (4) e-Tender Notice No.: E-DRM-Engg-ADRA-137-24, Dated:09.10.2024; Description of work: 1) Purulia Jn-Chandil Jn- TTR (FS+CS+CMSC)-25 Sets & TTR(DS)-23 Sets. 2) Extension of Track inside the main shed of WRD/ Adra to augment the capacity in Adra Division 3) TFR (Through Filling renewal) =78.385 Trkm under the jurisdiction of DEN(Central)/ Adra. (4) TTR(TFR), TTR(TWS+WCMS) & TTR(TSR) under the jurisdiction of DEN(Central)/Adra Tender Value: ₹2,53,87,837.39. Closing date and time of e-tenders: 11.11.2024 at 15.00 hrs. Details of above e-tenders may please be seen at website www.ireps.gov.in (PR-699)

PFC CONSULTING LIMITED

(A wholly owned subsidiary of PFC Ltd.)

Regd. Office: First Floor, Urja, 1, Barakhamba Lane, Connaught Place, New Delhi - 110001, (India) Fax: 011-23443990

GLOBAL INVITATION (THROUGH E-BIDDING ONLY)

FOR SELECTION OF TRANSMISSION SERVICE PROVIDER ON BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR INTER-STATE TRANSMISSION PROJECTS

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Undertaking), invites proposals for setting up of transmission projects on Build, Own, Operate and Transfer (BOOT) basis following single stage two envelope process of Request for Proposal (RFP).

Interested bidders may refer to the RFP notification and RFP documents available on the website <https://www.mstcecommerce.com> and <https://www.pfcclindia.com>.

The Bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) from 15.10.2024 to one working day prior to bid submission for the projects mentioned below on payment of a non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @18% from 9th Floor, Wing A, Statesman House, Connaught Place, New Delhi - 110001, Tel.: 91-11-23443996; Fax: 91-11-23443990; e-mail: pfccl.itp@pfcindia.com. The RFP documents can also be downloaded from <https://www.mstcecommerce.com> and <https://www.pfcclindia.com>, however, in such case, interested party can submit Response to RFP only on submission of non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @18% separately. The survey report and clarification to RFP documents shall be issued to those bidders, who have obtained/purchased RFP documents by paying requisite fee at least one working day prior to bid submission date. Bidders should regularly visit website to keep themselves updated regarding clarifications/ amendments/ time extensions etc., if any. The important timelines in this regard are as follows:

S. No.	Name of Transmission Scheme	Last Date for seeking clarifications (dd/mm/yyyy)	Last Date for submission of response to RFP (dd/mm/yyyy)	Date of opening of Response to RFP (dd/mm/yyyy)
1	Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Kandla area of Gujarat (Phase-I: 3 GW)	04/11/2024	17/12/2024 up to 15:00 hrs (IST)	17/12/2024 up to 15:30 hrs (IST)
2	Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navinal S/s)	04/11/2024	18/12/2024 up to 15:00 hrs (IST)	18/12/2024 up to 15:30 hrs (IST)
3	Transmission System for integration of Anantapur-II REZ- Phase-I (for 4.5 GW)	04/11/2024	19/12/2024 up to 15:00 hrs (IST)	19/12/2024 up to 15:30 hrs (IST)

Note: PFC Consulting Limited reserves the right to cancel or modify the process without assigning any reason and without any liability. This is not an offer.

Bid Process Coordinator

An Initiative of

Initiative Partner

CONSULTING LTD.
(A wholly owned subsidiary of PFC Ltd.)
(A Govt. of India Undertaking)

Ministry of Power
Government of India

Central Electricity Authority

HT (E) Mumbai - 15/10/2024



17	30 दिवस	225+41(GST) 500(SL charges) =766	चौ अवधि उच्च
06	30 दिवस	150+27(GST) 500(SL charges) =677	चौ अवधि उच्च
12	30 दिवस	225+41(GST) 500(SL charges) =766	चौ अवधि उच्च
11	30 दिवस	225+41(GST) 500(SL charges) =766	चौ अवधि उच्च
10	30 दिवस	225+41(GST) 500(SL charges) =766	चौ अवधि उच्च
09	30 दिवस	150+27(GST) 500(SL charges) =677	चौ अवधि उच्च

अधिशाली अभियंता,
सिंचाई खण्ड-द्वितीय, कुशीनगर

उम्मीदवार सहायता केंद्र : +91-7996165333

अवेदक तालिम पेज पर हेल्पलाइन बोर्डल
एनवीईएमएस वेबसाइट पर संचार वेब पोर्टल

पीएफसी कन्सल्टिंग लिमिटेड

(पीएफसी लिमिटेड की पूर्ण स्वामित्व वाली सहायक कंपनी)

पंजीकृत कार्यालय: प्रथम तल, 'ऊर्जा' भवन, 4, बाराखम्बा लेन, कनॉट प्लेस,
नई दिल्ली-110001, (भारत) फ़ोन नं.: 011-23443990

वैश्विक आमंत्रण (केवल ई-निविदा के माध्यम से)

अन्तर्राष्ट्रीय भारीकरण परियोजना के लिए निर्माण, स्थापित, प्रचालन और स्थानांतरण (भूट)
आधार पर भारीकरण सेवा प्रदाता के चयन हेतु

पीएफसी कन्सल्टिंग लिमिटेड, पावर फाइनेंस और प्रोसेस लिमिटेड (भारत सरकार का उपक्रम) की पूर्ण स्वामित्व वाली सहायक कंपनी एकल चरण दो लिफाफा प्रक्रिया वाले 'प्रस्ताव हेतु अनुरोध' (आरएफपी) का पालन करते हुए निर्माण, स्थापित, प्रचालन और स्थानांतरण (भूट) आधार पर भारीकरण परियोजना की स्थापना के लिए प्रस्ताव आमंत्रित करता है।

इच्छुक बोलीदाता वेबसाइट <https://www.malcoecommerce.com> एवं <https://www.pfcclindia.com> पर उपलब्ध आरएफपी अधिसूचना और आरएफपी दस्तावेज देख सकते हैं।

निविदादाता अ-प्रतिदेय मुल्य रु. 5,00,000/- या यूएसडी (यूएस डॉलर) 7,000/- प्लस 18 प्रतिशत की दर से लागू जीएसटी (यूएसडी) का भुगतान करके आरएफपी दस्तावेज 28.09.2024 से निम्नलिखित परियोजना के लिए निविदा जमा करने से एक कार्य दिवस पूर्व तक सभी कार्य दिवसों में 10.30 बजे (आईएसटी) से 16.00 बजे (आईएसटी) के बीच 9वां तल, विंग-2, स्टेट बैंक हाउस, बाराखम्बा रोड, कनॉट प्लेस, नई दिल्ली-110001, फ़ोन नं.: 91-11-23443990, ई-मेल: pfccl.jp@pfcclindia.com से प्राप्त कर सकते हैं। आरएफपी दस्तावेज <https://www.malcoecommerce.com> तथा <https://www.pfcclindia.com> से भी डाउनलोड किए जा सकते हैं। यद्यपि, ऐसे मामले में इच्छुक पार्टियों को आरएफपी के उत्तर के साथ अलग से अ-प्रतिदेय मुल्य रु. 5,00,000/- या यूएसडी (यूएस डॉलर) 7,000/- प्लस 18 प्रतिशत की दर से लागू जीएसटी को जमा करके आरएफपी के उत्तर जमा कर सकते हैं। आरएफपी दस्तावेज के लिए सर्वश्रेष्ठ रिपोर्ट एवं स्पष्टीकरण उन बोलीदाताओं को जारी किए जाएंगे, जिन्होंने उपरोक्त परियोजना हेतु आरएफपी को निविदा जमा करने की तिथि से कम से कम एक कार्य दिवस पूर्व आवश्यक मुल्य का भुगतान कर आरएफपी दस्तावेज प्राप्त/खरीदा था। स्पष्टीकरण/संशोधन/सामय विस्तार यदि होगा, आदि के संबंध में स्वयं को अद्यतन रखने के लिए निविदादाता नियमित रूप से वेबसाइट देखते रहें। इस संबंध में महत्वपूर्ण तिथियां निम्नानुसार हैं:

क्र. सं.	भारीकरण योजना का नाम	स्पष्टीकरण प्राप्त करने की अंतिम तिथि (दि.दि./मा.मा./व.व.)	आरएफपी का उत्तर जमा करने की अंतिम तिथि (दि.दि./मा.मा./व.व.)	आरएफपी के उत्तर खोलने की तिथि (दि.दि./मा.मा./व.व.)
1	गुजरात के कोंडला क्षेत्र में ग्रीन हाइड्रोजन/अमोनिया उत्पादन क्षमता के लिए बिजली की आपूर्ति हेतु ट्रांसमिशन सिस्टम (परम-1: 3 गीगावॉट)	04/11/2024	17/12/2024 को 15:00 बजे (आईएसटी) तक	17/12/2024 को 15:30 बजे (आईएसटी) तक
2	वरम-1 के तहत गुजरात के मुंद्रा क्षेत्र में ग्रीन हाइड्रोजन/अमोनिया उत्पादन क्षमता के लिए बिजली की आपूर्ति हेतु ट्रांसमिशन सिस्टम: भाग बी1 योजना (नेक्वल एस/एस में 3 गीगावॉट)	04/11/2024	18/12/2024 को 15:00 बजे (आईएसटी) तक	18/12/2024 को 15:30 बजे (आईएसटी) तक
3	अनंतपुर-II BEZ- वरम-1 के एकीकरण के लिए ट्रांसमिशन सिस्टम (4.5 गीगावॉट के लिए)	04/11/2024	19/12/2024 को 15:00 बजे (आईएसटी) तक	19/12/2024 को 15:30 बजे (आईएसटी) तक

नोट: पीएफसी कन्सल्टिंग लिमिटेड बिना कोई कारण बताए और बिना किसी दायित्व के निविदा प्रक्रिया को निरस्त या संशोधित करने का अधिकार रखता है। यह कोई प्रस्ताव नहीं है।

बोली प्रक्रिया समन्वयक
CONSULTING LTD.

पहलकर्ता

अग्रणी भागीदार

पिछले दिनों के लिए भी पूर्ण स्वामित्व वाली सहायक कंपनी
(एनवीईएमएस वेबसाइट पर सहायक)

निर्माण और
स्थापना

अ-प्रतिदेय मुल्य

- प्रत्येक नगरीय हेल्थ एण्ड वेलनेस सेक्टर के भवन के किराये हेतु अधिकतम सीमा रु 50,000/- प्रति माह प्रति भवन की दर से धनराशि आवंटित की गयी है। भवन का किराया, उस क्षेत्र के डीएमएस सकिंग रेट या रु 50000/- जो कम हो उसके अनुसार देय होगा।
- इच्छुक पात्र भवन स्वामी अपना आवेदन पत्र (भवन के पूर्ण पते व नियमानुसार एरिया के जानकारी के साथ) दिनांक 22.10.2024 तक एम.यू.एच.एम. सेल, कार्यालय मुख्य चिकित्साधिकारी, संतकबीरनगर के पते पर पंजीकृत डाक से प्रेषित करें।
- भवन के चयन के संबंध में अंतिम निर्णय जिला स्वास्थ्य समिति संतकबीरनगर के अधीन होगा।

मुख्य चिकित्साधिकारी
संतकबीरनगर

पत्रांक: CMO/NUHM/PM-ABHIM/U-AAM/2024-25/874197/6732 दिनांक 14.10.2024

Hindustan(H) Gorakhpur- 15/10/2024

आवेदक	आवेदक के नाम, पता, फ़ोन नं. और ईमेल आदि जानकारी देना।	आवेदक के नाम, पता, फ़ोन नं. और ईमेल आदि जानकारी देना।
आवेदक	आवेदक के नाम, पता, फ़ोन नं. और ईमेल आदि जानकारी देना।	आवेदक के नाम, पता, फ़ोन नं. और ईमेल आदि जानकारी देना।
आवेदक	आवेदक के नाम, पता, फ़ोन नं. और ईमेल आदि जानकारी देना।	आवेदक के नाम, पता, फ़ोन नं. और ईमेल आदि जानकारी देना।



Annexure A5

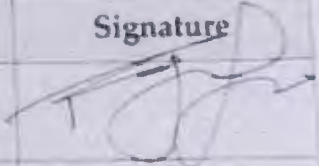
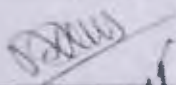
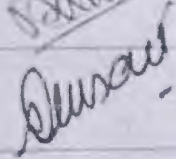
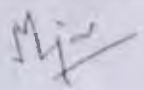
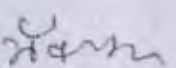
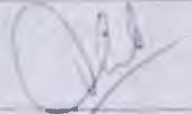
Dated: Feb 03, 2025

CERTIFICATE BY THE BID EVALUATION COMMITTEE

Sub: Selection of Successful Bidder as Transmission Service Provider to establish "Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navinal S/s)".

It is hereby certified that:

1. The entire bid process has been carried out in accordance with the "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging competition in development of the Transmission Projects" issued by Ministry of Power, Govt. of India under Section 63 of the Electricity Act, 2003 and as amended from time to time.
2. **Adani Energy Solutions Limited** emerged as the Successful Bidder after the conclusion of e-reverse bidding process with the lowest Quoted Transmission Charges of **Rs.3081.73 million per annum**.
3. The quoted tariff is higher than the Levelised Tariff calculated based on CERC norms considering the Capital Cost for the Project **Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navinal S/s)** as assessed by Cost Committee. The quoted tariff discovered through e-reverse bidding process is acceptable.

Name of Committee Member	Signature
Shri. Rajesh Kumar Singh, General Manager, SBI Commercial Client Group Regional office - II New Delhi - Chairman	
Shri P.D. Lone, Superintending Engineer, WRPC - Member	
Shri Sunilkumar M. Soni, Superintending Engineer, GETCO - Member	
Ms. Manjari Chaturvedi, Director, PSPA-I Division, CEA - Member	
Shri Bhanwar Singh Meena, Director, PSETD Division, CEA - Member	
Shri, Neeraj Singh, Chairman, MUNDRA I TRANSMISSION LIMITED, New Delhi - Convener Member	



Ref. No. 04/24-25/ITP-96/RFP

February 06, 2025

To
Mr. Sanjay Johari,
Adani Energy Solutions Limited,
12th Floor - South Wing,
KP Epitome - B Block,
Makarba, S G Highway,
Ahmedabad - 380051, Gujarat.

E-mail: aeslbd@adani.com

Sub.: Independent Transmission Project (ITP) "Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navinal S/s)"- Letter of Intent

Dear Sir,

We refer to:

1. The Request for Proposal document dated October 15, 2024 issued to 'Adani Energy Solutions Limited' as regards participation in the international competitive bidding process for Transmission Scheme for "Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navinal S/s)", and as amended till the bid deadline including all correspondence/ clarifications / amendments exchanged between 'Adani Energy Solutions Limited' and PFC Consulting Limited in regard thereto (hereinafter collectively referred to as the "Final RFP");
2. The offer of 'Adani Energy Solutions Limited' by way of a Technical Bid pursuant to (1) above submitted on January 09, 2025 in response to the Final RFP.
3. The offer of 'Adani Energy Solutions Limited' by way of Financial Bid-Initial Offer submitted on January 09, 2025 in response to the Final RFP.
4. The offer of 'Adani Energy Solutions Limited' by way of a Financial Bid-Final Offer Submitted during e-Reverse Auction process concluded on January 29, 2025 in response to the Final RFP.
5. The Technical Bid as at S.No. (2) above and the Financial Bid as at S.No. (3) & (4) above, hereinafter collectively referred to as the "Bid".

This is to inform you that the process of evaluating bids received pursuant to the Final RFP, including the Bid, has been concluded. We are pleased to inform you that your proposal and offer received by way of the "Bid" has been accepted and 'Adani Energy Solutions Limited' is hereby declared as the Successful Bidder as per Clause 3.6.1 of the Final RFP for the above project and consequently, this Letter of Intent (hereinafter referred to as the "LoI") is being issued.

This LoI is based on the Final RFP and you are requested to please comply with the following:

- a) Acknowledging its issuance and unconditionally accepting its contents and recording "Accepted unconditionally" under the signature of your authorized signatory on each page of the duplicate



पंजीकृत कार्यालय : प्रथम तल, "ऊर्जा निधि", 1, बाराखम्बा लेन, कनॉट प्लेस, नई दिल्ली-110001

Regd. Office : 1st Floor, "URJANIDHI", 1, Barakhamba Lane, Connaught Place, New Delhi-110001

कंपनी मुख्यालय : नौवाँ तल, (ए विंग), स्टेट्समैन हाउस, बाराखम्बा रोड, कनॉट प्लेस, नई दिल्ली-110001 दूरभाष : 011-23443900 फैक्स : 011-23443990

Corporate Office : 9th Floor (A-Wing), Statesman House, Connaught Place, New Delhi-110001 Phone 011-23443900 Fax : 011-23443990

फैक्स / Website : www.pfcclindia.com / www.pfcindia.com • CIN : U74140DL2003GOI175858

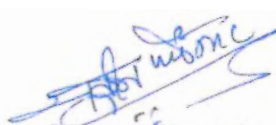
copy of this letter attached herewith and returning the same to PFC Consulting Limited within seven (07) days of the date of issuance of LoI. This LoI is issued to you in duplicate.

- b) Completion of various activities as stipulated in the Final RFP including in particular Clause 2.15.2, Clause 2.15.3 and Clause 2.15.4 of the Final RFP, within the timelines as prescribed therein.

It may be noted that PFC Consulting Limited has the rights available to them under the Final RFP, including rights under Clause 2.15.5 and Clause 3.6.3 thereof, upon your failure to comply with the aforementioned conditions.

As you are aware, the issuance and contents of this LoI are based on the Bid submitted by you as per the Final RFP including the Transmission charges and other details regarding the Scheduled COD as contained therein. The Quoted Transmission Charges as submitted by you and the Scheduled COD of each transmission element and the Project as agreed by you in your Bid, as per Annexure 21 and Format-1 of Annexure 8 respectively of the Final RFP is annexed herewith as **Schedule-A** and incorporated herein by way of reference.

Yours sincerely,
For PFC Consulting Limited


(Naveen Kumar)
General Manager

Enclosures:

- **Schedule A** – Quoted Transmission Charges and the Scheduled COD of each Transmission Element and the Project submitted in your Bid, as per Annexure 21 and Format-1 of Annexure 8 respectively of the Final RFP

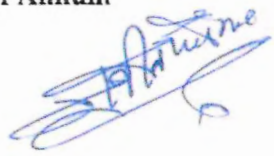
Copy to:

1. **Chairman and Managing Director, Power Finance Corporation Limited, "Urjanidhi", 1, Barakhamba Lane, Connaught Lane, New Delhi – 110 001**
2. **Director (Transmission), Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001**
3. **Chief Engineer (PSPA-I) and Member Secretary (NCT), Central Electricity Authority, 3rd Floor, Sewa Bhawan, R.K. Puram, New Delhi – 110066**
4. **Chief Operating Officer (COO), Central Transmission Utility of India Limited (CTUIL), 5th-10th Floor, Ircon International Tower-1, Sector-32, Gurugram-122001**
5. **Secretary, Central Electricity Regulatory Commission, 6th, 7th & 8th Floors, World Trade Center, Tower-B, Nauroji Nagar, New Delhi – 110029**



SCHEDULE - A

(Page 1 of 2)

1. Quoted Transmission Charges as per Annexure-21-Format For Financial Bid**Quoted Transmission Charges: Rs.3081.73 Million Per Annum**

SCHEDULE-A

(Page 2 of 2)

2. Scheduled COD of each transmission Element and the Project as per Format 1 of Annexure-8 of RFP

S. No.	Name of the Transmission Element	Scheduled COD as per Gazette Notification	% of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Augmentation of Transformation capacity at 765/400 kV Navinal(Mundra) S/s (GIS) by 2x1500 MVA ICTs along with 2x330 MVar, 765 kV and 2x125 MVar, 420 kV bus reactors on Bus Section-II and 1x125 MVar, 420 kV bus reactor on Bus Section-I. This will involve creation of 765 kV and 400 kV Bus Sections 2 through sectionalisation arrangement. The 400 kV and 765 kV Sectionaliser shall be normally closed	36 months from SPV transfer	100%	All Elements are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other
2.	Navinal(Mundra) (GIS) – Bhuj 765 kV D/C line			
3.	765 kV line bays at each end of Navinal(Mundra) (GIS) – Bhuj 765 kV D/C line			
4.	±300 MVar STATCOM along with 2x125 MVar MSC and 1x125 MVar MSR at Navinal(Mundra) (GIS) 400 kV Bus section-I			
5.	±300 MVar STATCOM along with 2x125 MVar MSC and 1x125 MVar MSR at Navinal(Mundra) (GIS) 400 kV Bus section-II			



[Handwritten signature]

Ref. No. 04/24-25/ITP-96/RFP

March 20, 2025

To,

Mr. Sanjay Johari

E-mail: [aestlbd@adani.com](mailto:aeslbd@adani.com)

Authorised Signatory

Adani Energy Solutions Limited,

12th Floor - South Wing KP Epitome,

B- Block, Makarba S G Highway,

Ahmedabad - 380051

Sub.: Independent Transmission Project (ITP) "Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navinal S/s)" - Regarding extension of LoI

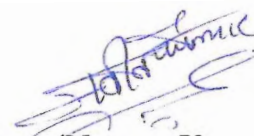
Dear Sir,

This is with reference to Letter of Intent (LoI) issued on February 06, 2025 for establishment of subject transmission scheme. The Clause No. 2.15.2 of the RFP document stipulates that within ten (10) days of the issue of the LoI, the selected bidder shall complete all the activities including the acquisition of SPV.

As the SPV is being transferred on March 20, 2025, the last date for completion of various activities under Clause No. 2.15.2 of the RFP document is extended from February 17, 2025 (10 days from LoI) to March 20, 2025.

Thanking you,

Yours faithfully,


(Naveen Kumar)
General Manager



पंजीकृत कार्यालय : प्रथम तल, "ऊर्जानिधि", 1, बाराखम्बा लेन, कर्नॉट प्लेस, नई दिल्ली-110001

Regd. Office : 1st Floor, "URJANIDHI", 1, Barakhamba Lane, Connaught Place, New Delhi-110001

कंपनी मुख्यालय : नौवाँ तल, (ए विंग), स्टेट्समैन हाउस, बाराखम्बा रोड, कर्नॉट प्लेस, नई दिल्ली-110001 दूरभाष : 011-23443900 फैक्स : 011-23443990

Corporate Office : 9th Floor (A-Wing), Statesman House, Connaught Place, New Delhi-110001 Phone : 011-23443900 Fax : 011-23443990

फैक्स / Website : www.pfcclindia.com / www.pfcindia.com • CIN : U74140DL2008GOI175858



Ref: 0024NDLG00447725
Date: 18-03-2025

To,
CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED
5TH TO 10TH FLOOR, IRCON INTERNATIONAL
TOWER, TOWER NO-1, PLOT NO -16
SECTOR-32
Gurugram
Haryana
122003
INDIA

Sub: Issuance of Bank Guarantee Amendment

Dear Sir/Madam,

Please find attached Bank Guarantee amended by us favouring yourself on behalf of:

ADANI ENERGY SOLUTIONS LIMITED, ADANI CORPORATE HOUSE, SHANTIGRAM, S G HIGHWAY,, NR VAISHNO DEVI CIRCLE, ,
AHMEDABAD, GUJARAT 382421, INDIA

Please find the details mentioned below.

Bank Guarantee No. & Date of Issue	Expiry Date	Claim Expiry Date	Currency	Amount of Bank Guarantee
0024NDLG00447725 11-03-2025 Amended on : 18-03-2025	30-06-2028	30-06-2029	INR	45,50,00,000.00

We confirm that the officials who have signed the above Bank Guarantee are authorized to sign such documents on behalf of ICICI Bank Limited. You may verify genuineness of the Bank Guarantee by writing to us at bgconfirmation@icicibank.com for receiving the confirmation over email.

Alternatively, you may also write to the following address to verify the genuineness of the BG :

ICICI Bank Limited, Trade Finance Operations Group,
ICICI Bank Towers, Survey No.115/27, Tower 3, South Wing, 6th Floor,
Plot No. 12, Nanakramguda, Serilingampally, Hyderabad - 500032, Telangana

In the event of invocation, we request you to please ensure compliance with the terms and conditions of the Bank Guarantee in order to ensure timely payment. You are requested to ensure special care inter alia with respect to the following in the invocation claim letter -

- Bank Guarantee Number
- Expiry/Claim Expiry date
- Claim Amount
- Designated Bank branch for submission of invocation claim
- Any declaration / certification that may be required as part of the guarantee text.
- Any other requisite document including the original Bank Guarantee.

Thanking you,

Yours faithfully,

For ICICI Bank Limited
Authorized Signatory

ICICI BANK LTD.
Rutu Mehta
Authorised Signatory
RUTU MEHTA
90024089

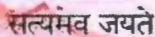
ICICI BANK LTD.
Lokesh Chauhan
Authorised Signatory
LOKESH CHAUHAN
886168



ICICI Bank Limited
2nd Floor, JMC House,
Opp. Parimal Garden,
Ahmedabad - 380 006,
Gujarat, India.

Website www.icicibank.com
CIN : L65190GJ1994PLC021012

Regd. Office : ICICI Bank Tower, Near Chakli Circle,
Old Padra Road, Vadodara 390 007
India.
Corp. Office : ICICI Bank Towers, Bandra-Kurla
Complex, Mumbai 400051, India.



INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No.	IN-GJ74013134267230X
Certificate Issued Date	12-Mar-2025 09:04 PM
Account Reference	CSCACC (GV)/ gjcsceg07/ GJ-AHTHA1120/ GJ-AHTHA1120
Unique Doc. Reference	SUBIN-GJGJCSCEG0758767547266957X
Purchased by	ICICI BANK LIMITED
Description of Document	Article 32 Letter of Guarantee
Description	BANK GUARANTEE
Consideration Price (Rs.)	0 (Zero)
First Party	ICICI BANK LIMITED
Second Party	Not Applicable
Stamp Duty Paid By	ICICI BANK LIMITED
Stamp Duty Amount(Rs.)	300 (Three Hundred only)

This Stamp Papers Forms an integral part of
issuance/amendment to Bank Guarantee
No. 00246015 attached herewith
00247325

Date: 18-3-2025
Place: Ahmedabad

**ICICI BANK LTD.**

Authorised Signatory
RUTU MEHTA
90024089

ICICI BANK LTD.

Authorized Signatory
LOKESH CHAUHAN
886168

0030171385

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.nhclstamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

Sr.No. 2171872

BANK GUARANTEE
ICICI Bank Limited
(Incorporated in India)

BG Number: 0024NDLG00447725
Amendment Date: March 18, 2025



- 1 To
- 2 CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED
- 3 5TH TO 10TH FLOOR, IRCON INTERNATIONAL
- 4 TOWER, TOWER NO-1, PLOT NO -16
- 5 SECTOR-32
- 6 Gurugram 122003 Haryana INDIA
- 7 Sub: Amendment of Bank Guarantee No.0024NDLG00447725 Dated 11/03/2025 for
- 8 INR.455000000.00

9 Current Bank Guarantee Details:

Bank Guarantee Number	Date of Issue	Expiry Date	Claim Expiry Date	Currency	Amount of Bank Guarantee
0024NDLG00447725	11/03/2025	30/06/2028	30/06/2029	INR	455000000.00

- 10 At the request of ADANI ENERGY SOLUTIONS LIMITED, we hereby amend above mentioned
- 11 Bank Guarantee as follows:

- 12 *BG Text Line no 11 to be read as "be executed on dated 20.03.2025 and the other RFP
- 13 Project Documents and the Central" instead of existing

- 14 All other terms and conditions of the original Bank guarantee remain unchanged. This letter
- 15 forms an integral part of the original guarantee referred above and may be kept attached
- 16 thereto

- 17 The liability of the Guarantor under this Guarantee shall not exceed INR 455000000.00 (Forty
- 18 Five Crore Fifty Lakh Rupee Only) (the "Guaranteed Amounts").

- 19 This Guarantee shall be valid up to 30/06/2028 (the "Expiry Date").

- 20 Notwithstanding anything to the contrary contained herein, no obligation of the Guarantor to
- 21 pay any amount under this Guarantee shall arise prior to the fulfillment of the following
- 22 conditions precedent:

Page 1 of 2

The beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confirmation of its issuance by writing to the email ID bgconfirmation@icicibank.com or to ICICI Bank Limited, Trade Finance Operations Group, ICICI Bank Towers, Survey No.115/27, Tower 3, South Wing, 6th Floor, Plot No. 12, Nanakramguda, Serilingampally, Hyderabad – 500032, Telangana.

Regd. Office: ICICI Bank Ltd., ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Pin code- 390 007, Gujarat
Phone : +91-265-6722286, CIN L65190GJ1994PLC021012

Authorised Signatory
RUTU MEHTA
90024089

Authorised Signatory
LOKESH CHAUHAN
886168



Sr.No. 2171873

BANK GUARANTEE
ICICI Bank Limited
(Incorporated in India)

BG Number: 0024NDLG00447725
Amendment Date: March 18, 2025



23 (a) written claim/demand(s) in terms of this Guarantee of an aggregate amount less than or
24 equal to the Guaranteed Amounts is/are made by the Beneficiary hereunder; and

25 (b) such written claim/demand(s) is/are delivered to the Guarantor on or before the
26 30/06/2029 at the ICICI Bank branch located at ICICI BANK LIMITED,Ahmedabad,JMC HOUSE,
27 OPP.PARIMAL GARDEN,AMB AHMEDABAD,380006.

28 Date:18/03/2025

29 Place:Ahmedabad

30 FOR ICICI BANK LIMITED

31 Authorised Signatories

32 Signature:_____ Signature:_____

33 Name:_____ Name:_____

34 Signature Code:_____ Signature Code:_____

BENEFICIARY COPY

ICICI BANK LTD.
Rutu
Authorised Signatory
RUTU MEHTA
90024089

ICICI BANK LTD.
Lokesh
Authorised Signatory
LOKESH CHAUHAN
886168



Page 2 of 2

The beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confirmation of its issuance by writing to the email ID bgconfirmation@icicibank.com or to ICICI Bank Limited, Trade Finance Operations Group, ICICI Bank Towers, Survey No.115/27, Tower 3, South Wing, 6th Floor, Plot No. 12, Nanakramguda, Serilingampally, Hyderabad – 500032, Telangana.

Regd. Office: ICICI Bank Ltd., ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Pin code- 390 007, Gujarat
Phone : +91-265-6722286, CIN L65190GJ1994PLC021012



Date: 11-03-2025
Ref: 0024NDLG00447725

To,
CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED
5TH TO 10TH FLOOR, IRCON INTERNATIONAL
TOWER, TOWER NO-1, PLOT NO -16
SECTOR-32
Gurugram
Haryana
INDIA
122003

Sub: Issuance of Bank Guarantee

Dear Sir/Madam,

Please find enclosed Bank Guarantee issued by ICICI Bank Limited ("ICICI Bank") favoring yourself on behalf of: ADANI ENERGY SOLUTIONS LIMITED, ADANI CORPORATE HOUSE, SHANTIGRAM, S G HIGHWAY, NR VAISHNO DEVI CIRCLE, AHMEDABAD, GUJARAT, INDIA, 382421 ("Bank Guarantee") with the tenor and claim period as requested by you. For ease of reference the details have been reproduced as below:

Bank Guarantee No. & Date of Issue	Expiry Date	Claim Expiry Date	Currency	Amount of Bank Guarantee
0024NDLG00447725 11-03-2025	30-06-2028	30-06-2029	INR	45,50,00,000.00

We confirm that the officials who have signed the above Bank Guarantee are authorized to sign such documents on behalf of ICICI Bank. You may verify genuineness of the Bank Guarantee by writing to us at bgconfirmation@icicibank.com for receiving the confirmation over email.

Alternatively, you may also write to the following address to verify the genuineness of the BG :

ICICI Bank Limited, Trade Finance Operations Group,
ICICI Bank Towers, Survey No.115/27, Tower 3, South Wing, 6th Floor,
Plot No. 12, Nanakramguda, Serilingampally, Hyderabad - 500032, Telangana

In the event of invocation, we request you to please ensure compliance with the terms and conditions of the Bank Guarantee in order to ensure timely payment. You are requested to ensure special care inter alia with respect to the following in the invocation claim letter -

- Bank Guarantee Number
- Expiry/Claim Expiry date
- Claim Amount
- Designated Bank branch for submission of invocation claim
- Any declaration / certification that may be required as part of the guarantee text.
- Any other requisite document including the original Bank Guarantee.

Please note that ICICI Bank shall not be liable under the Bank Guarantee post expiry of the claim period as requested by you.

Thanking you,

Yours faithfully,

For ICICI Bank Limited
Authorized Signatory

ICICI Bank Limited
2nd Floor, JMC House,
Opp. Parimal Garden,
Ahmedabad - 380 006,
Gujarat, India.

For, ICICI BANK LTD.

Authorized Signatory
Transaction Banking

Ahmedabad
Tel. : 079-66523764
Fax : 079-66523735
Website www.icicibank.com
CIN : L65190GJ1994PLC021012

ICICI BANK LIMITED

Authorized Signatory

Old Padra Road, Vadodara 390 007,
India.

Corp. Office : ICICI Bank Towers, Bandra-Kurla
Complex, Mumbai 400051, India.





IN-GJ68086049078139X



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

Certificate No. IN-GJ68086049078139X

Certificate Issued Date 03-Mar-2025 09:22 PM

Account Reference CSCACC (GV)/ gjcsceg07/ GJ-AHTHA1120/ GJ-AH

Unique Doc. Reference SUBIN-GJGJCSCEG0747161472665594X

Purchased by ICICI BANK LIMITED

Description of Document Article 32 Letter of Guarantee

Description BANK GUARANTEE

Consideration Price (Rs.) 0
(Zero)

First Party ICICI BANK LIMITED

Second Party Not Applicable

Stamp Duty Paid By ICICI BANK LIMITED

Stamp Duty Amount(Rs.) 300
(Three Hundred only)

This Stamp Papers Forms an integral part of
Issuance/Amendment to Bank Guarantee
No. 0074NDLG attached herewith
00447725

Date: 11-03-2025
Place: Ahmedabad.



For, ICICI BANK LTD.

S.S. Pradyumani
174462
Authorised Signatory
Transaction Banking
Ahmedabad

ICICI BANK LIMITED

Authorised Signatory
Gopal Krishna Bajpai
90011578

IHUF 0030170837

Statutory Alert:

The authenticity of this Stamp certificate should be verified at 'www.shclleatamp.com' or using e-Stamp Mobile App of Stock Holding.
Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

The onus of checking the legitimacy is on the users of the certificate
In case of any discrepancy please inform the Consultant Authority

Sr.No. 2171542

BANK GUARANTEE
ICICI Bank Limited
(Incorporated in India)

BG Number: 0024NDLG00447725
Issuance Date: March 11, 2025



1 CONTRACT PERFORMANCE GUARANTEE

2 To,
3 CGM (Agreement and Regulatory),
4 Central Transmission Utility of India Limited,
5 5th to 10th Floor, Ircon International Tower,
6 Tower no-1, Plot no -16, Sector-32,
7 Gurugram, Haryana-122003

8 In consideration of the M/s Adani Energy Solutions Limited having its registered office at
9 Adani Corporate House, Shantigram, Nr. Vaishnodevi Circle, SG Highway, Ahmedabad
10 -382421 agreeing to undertake the obligations under the Transmission Service Agreement to
11 be executed on dated 13.03.2025 and the other RFP Project Documents and the Central
12 Transmission Utility of India Limited and PFC Consulting Limited agreeing to execute the RFP
13 Project Documents with the Selected Bidder, regarding setting up the Project, ICICI BANK
14 LIMITED, a company incorporated under the Companies Act, 1956 and licensed as a bank
15 under the Banking Regulation Act, 1949 and having registered address at ICICI Bank Tower,
16 Near Chakli Circle, Old Padra Road, Vadodra, Gujarat. Pin - 390 007 and one of its branch
17 address at ICICI Bank Ltd, Transaction Banking, 2nd Floor, JMC House, Opp. Parimal Garden,
18 Ambawadi, Ahmedabad - 380 006, Gujarat (hereinafter referred to as "Guarantor Bank")
19 hereby agrees unequivocally, irrevocably and unconditionally to pay to Central Transmission
20 Utility of India Limited (being the Nodal Agency) having address at 5th to 10th Floor, Ircon
21 International Tower, Tower no-1, Plot no -16, Sector-32, Gurugram, Haryana-122003,
22 forthwith on demand in writing from the Nodal Agency or any Officer authorized by it in this
23 behalf, any amount up to and not exceeding Rs. 45,50,00,000.00 (Forty Five Crore Fifty Lakh
24 Rupees and Zero Paise only) on behalf of M/s Adani Energy Solutions Limited.

25 This guarantee shall be valid and binding on the Guarantor Bank up to and including
26 30.06.2028 and shall not be terminable by notice or any change in the constitution of the Bank
27 or the term of the Transmission Service Agreement or by any other reasons whatsoever and
28 our liability hereunder shall not be impaired or discharged by any extension of time or
29 variations or alternations made, given, or agreed with or without our knowledge or consent,
30 by or between parties to the respective agreement.

31 Our liability under this Guarantee is restricted to Rs. 45,50,00,000.00 (Forty Five Crore Fifty
32 Lakh Rupees and Zero Paise only). Our Guarantee shall remain in force until 30.06.2028 The
33 Nodal Agency shall be entitled to invoke this Guarantee up to 30/06/2029 three hundred sixty

Page 1 of 3

For, ICICI BANK LTD.

ICICI BANK LIMITED

The beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confirmation of its issuance by writing to the email ID bgconfirmation@icicibank.com or to ICICI Bank Limited Trade Finance Operations Group, ICICI Bank Towers, Survey No.115/27, Tower 3, South Wing, 6th Floor, Plot No. 12, Nanakramguda, Serilingampally, Hyderabad - 500032, Telangana.

Regd. Office: ICICI Bank Ltd., ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodra, Pin code- 390 007, Gujarat
Phone : +91-265-6722286, CIN L65190GJ1994PLC021012



Sr.No. 2171543

BANK GUARANTEE
ICICI Bank Limited
(Incorporated in India)

BG Number: 0024NDLG00447725
Issuance Date: March 11, 2025



34 five (365) days of the last date of the validity of this Guarantee.

35 The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to
36 the written demand from the Central Transmission Utility of India Limited, made in any
37 format, raised at the above mentioned address of the Guarantor Bank, in order to make the
38 said payment to the Nodal Agency.

39 The Guarantor Bank shall make payment hereunder on first demand without restriction or
40 conditions and notwithstanding any objection by Adani Energy Solutions Limited, MUNDRA I
41 TRANSMISSION LIMITED, and/or any other person. The Guarantor Bank shall not require the
42 Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor
43 Bank have any recourse against the Nodal Agency in respect of any payment made
44 hereunder.

45 This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

46 The Guarantor Bank represents that this BANK GUARANTEE has been established in such
47 form and with such content that it is fully enforceable in accordance with its terms as against
48 the Guarantor Bank in the manner provided herein.

49 This BANK GUARANTEE shall not be affected in any manner by reason of merger,
50 amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the
51 constitution of the Guarantor Bank.

52 This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly
53 the Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any
54 action in any court or arbitral proceedings against MUNDRA I TRANSMISSION LIMITED or
55 Adani Energy Solutions Limited, as the case may be, to make any claim against or any
56 demand on MUNDRA I TRANSMISSION LIMITED or Adani Energy Solutions Limited, as the
57 case may be, or to give any notice to MUNDRA I TRANSMISSION LIMITED or Adani Energy
58 Solutions Limited, as the case may be, or to enforce any security held by the Nodal Agency or
59 to exercise, levy or enforce any distress, diligence or other process against MUNDRA I
60 TRANSMISSION LIMITED or Adani Energy Solutions Limited, as the case may be.

61 The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to Nodal
62 Agency and may be assigned, in whole or in part, (whether absolutely or by way of security)
63 by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign with its rights
64 and obligations under the Transmission Service Agreement.

For ICICI BANK LTD.

ICICI BANK LIMITED

The beneficiary may, in its own interest, verify the genuineness of the Bank Guarantee by seeking confirmation of its issuance by writing to the email ID bgconfirmation@icici.bank.com or in ICICI Bank Limited, Trade Finance Operations Group, ICICI Bank Towers, Survey No.115/27, Tower 3, South Wing, 6th Floor, Plot No. 12, Nanakramuda, Serilingampally, Hyderabad - 500032, Telangana.

Regd. Office: ICICI Bank Ltd., ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Pin code- 390 007, Gujarat
Phone: +91-265-6722286, CIN L65190GJ1994PLC021012



Sr.No. 2171544

BANK GUARANTEE
ICICI Bank Limited
(Incorporated in India)

BG Number: 0024NDLG00447725
Issuance Date: March 11, 2025



65 The Guarantor Bank hereby agrees and acknowledges that the Nodal Agency shall have a
66 right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

67 Notwithstanding anything contained hereinabove, our liability under this Guarantee is
68 restricted to Rs. 45,50,00,000.00 (Forty Five Crore Fifty Lakh Rupees and Zero Paise only) and
69 it shall remain in force until 30.06.2028 with an additional claim period of three hundred sixty
70 five (365) i.e. 30/06/2029 days thereafter. This BANK GUARANTEE shall be extended from
71 time to time for such period, as may be desired by M/s Adani Energy Solutions Limited. We are
72 liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the
73 Nodal Agency serves upon us a written claim or demand at ICICI Bank branch located at
74 Transaction Banking, 2nd Floor, JMC House, Opp. Parimal Garden, Ambawadi, Ahmedabad -
75 380 006

76 In witness where of:

77 Signature: _____

78 Name: _____

79 Power of attorney No.: _____

80 For ICICI BANK LIMITED

81 Authorised Signatories

82 Signature: _____

Signature: _____

83 Name: _____

Name: _____

84 Signature Code: _____

Signature Code: _____

BENEFICIARY COPY

ICICI BANK LIMITED

For, ICICI BANK LTD.

S.S. Prakash
174462
Authorised Signatory
Transaction Banking
Ahmedabad

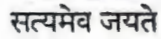
Authorised Signatory
Gopal Krishna Bajpai
90011578

Page 3 of 3

The beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confirmation of its issuance by writing to the email ID bgconfirmation@icicibank.com or to ICICI Bank Limited, Trade Finance Operations Group, ICICI Bank Towers, Survey No.116/27, Tower 3, South Wing, 6th Floor, Plot No. 12, Nanakramguda, Serilingampally, Hyderabad - 500032, Telangana.

Regd. Office: ICICI Bank Ltd., ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Pin code- 390 007, Gujarat
Phone : +91-265-6722286, CIN L65190GJ1994PLC021012





Government of National Capital Territory of Delhi

Certificate No.	: IN-DL49515744131654X
Certificate Issued Date	: 12-Mar-2025 04:34 PM
Account Reference	: IMPACC (IV)/ dl716803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL71680341161061388393X
Purchased by	: PFC CONSULTING LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PFC CONSULTING LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: PFC CONSULTING LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



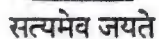
This Stamp Paper Forms Part of enclosed Share Purchase Agreement executed between **PFC CONSULTING LIMITED, MUNDRA TRANSMISSION LIMITED** and **ADANI ENERGY SOLUTIONS LIMITED**.



Statutory Alert:

3. In case of any discrepancy please inform the Competent Authority.

[illegible]



Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL49513866116472X
Certificate Issued Date	: 12-Mar-2025 04:32 PM
Account Reference	: IMPACC (IV)/ dl716803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL71680341163122342701X
Purchased by	: PFC CONSULTING LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PFC CONSULTING LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: PFC CONSULTING LIMITED
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Please write or type below this line

This Stamp Paper Forms Part of enclosed Share Purchase Agreement
executed between **PFC CONSULTING LIMITED, MUNDRA I**
TRANSMISSION LIMITED and **ADANI ENERGY SOLUTIONS LIMITED.**



Statutory Alert:

Statutory Alert: The authenticity of this Stamp certificate should be verified at www.shoestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

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

Dated March 20, 2025

SHARE PURCHASE AGREEMENT

BETWEEN

PFC CONSULTING LIMITED

AND

MUNDRA I TRANSMISSION LIMITED

AND

ADANI ENERGY SOLUTIONS LIMITED


PFCCL



AESL

SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** ('Agreement') made on 20th Day of March 2025 at New Delhi by and between:

PFC CONSULTING LIMITED (a wholly owned subsidiary of Power Finance Corporation Ltd.), a company incorporated under the Companies Act, 1956, with CIN No. U74140DL2008GOI175858 having its registered office at First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi 110001, (hereinafter referred to as "**PFCCL**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

MUNDRA I TRANSMISSION LIMITED, a company incorporated under the Companies Act, 2013, with CIN No. **U42201DL2024GOI440420** having its registered office at First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi 110001, (hereinafter referred to as "**Company**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**; and

AND

ADANI ENERGY SOLUTIONS LIMITED, a company incorporated under the Companies Act, 1956 with CIN No. **L40300GJ2013PLC077803** having its registered office **Adani Corporate House, Shantigram Near Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat-382421** (hereinafter referred to as "**Selected Bidder**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**.

WHEREAS:

- A. The Ministry of Power, Government of India, vide its Gazette no. **CG-DL-E-13092024-257122** dated **12.09.2024** has notified PFC Consulting Limited to be the Bid Process Coordinator (BPC) for the purpose of selection of Bidder as Transmission Service Provider (TSP) to establish Inter-State transmission system for "**Transmission system for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navinal S/s)**" through tariff based competitive bidding process (hereinafter referred to as the "Project").
- B. In accordance with the Bidding Guidelines, PFCCL had initiated a Bid Process through issuance of RFP documents for selecting a Successful Bidder to build, own, operate and transfer the Project in accordance with and on the terms and conditions mentioned in the RFP Project Documents (as defined hereinafter).
- C. PFCCL has incorporated the Company and PFCCL along with the Nominees hold One hundred per cent (100 %) of total issued and paid up equity share capital of the Company.



- D. PFCCL has initiated the development of the Project and has obtained survey report, certain clearances, consents and permits as specified in the RFP regarding the Project.
- E. Pursuant to the said Bid Process, **Adani Energy Solutions Limited** has been identified as the Selected Bidder vide Letter of Intent dated **February 06, 2025** issued by the PFCCL in favor of the Selected Bidder.
- F. As envisaged in the RFP, the Shares Seller (as defined hereinafter) has agreed to sell the Sale Shares (as defined hereinafter) to the Selected Bidder and the Selected Bidder has agreed to purchase the Sale Shares from the Shares Seller, subject to and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 Capitalised terms in this Agreement, unless defined in this Agreement shall, in so far as the context admits, have the same meaning in this Agreement as has been ascribed to them in the Transmission Service Agreement.
- 1.2 Additionally, the following terms shall have the meaning hereinafter respectively assigned to them herein below:
- (i) **"Acquisition Price"** shall mean INR Rs. **18,65,10,477/- (Rupees Eighteen Crore Sixty-Five Lakh Ten Thousand Four Hundred Seventy Seven only)**, which is the aggregate consideration payable by the Selected Bidder towards purchase of the **Sale Shares at par** along with assets and liabilities of the Company as on the Closing Date subject to adjustment as per the audited accounts of the Company as on the Closing Date;
 - (ii) **"Agreement"** or **"the Agreement"** or **"this Agreement"** shall mean this Share Purchase Agreement and shall include the recitals and/or annexures attached hereto, and the contracts, certificates, disclosures and other documents to be executed and delivered pursuant hereto, if any, and any amendments made to this Agreement by Parties in writing;
 - (iii) **"Bid Process"** shall mean the competitive bidding process initiated by the Company, by issuance of RFP Documents for selecting a Successful Bidder to build, own, operate and transfer the Project in accordance with and on the terms and conditions mentioned in the RFP Project Documents;
 - (iv) **"Board"** shall mean the board of directors of the Company
 - (v) **"Closing Date"** shall mean a mutually agreed date between the Parties falling within the period as mentioned in Clause 2.4 of RFP or on failure of such mutual



agreement between the Parties shall be the date falling on the last date of such period;

- (vi) **"CTU"** or **"Central Transmission Utility of India Limited"** shall have same meaning as defined in the Electricity Act, 2003;
- (vii) **"Encumbrance"** shall mean any mortgage, pledge, lien, charge, security assignment, hypothecation, trust, encumbrance or any other agreement having the effect of creating security interest;
- (viii) **"Letter of Intent"** shall have the meaning ascribed thereto under the RFP;
- (ix) **"Nominees"** shall mean the Persons, who are named in Annexure A, holding the Sale Shares as nominees of PFCCL;
- (x) **"Party"** shall mean PFCCL, Company and the Selected Bidder, referred to individually, and **"Parties"** shall mean PFCCL, Company and the Selected Bidder collectively referred to, as relevant;
- (xi) **"Person"** shall include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, a joint stock company or other entity or organisation, including a government or political subdivision, or an agency or instrumentality thereof, and/or any other legal entity;
- (xii) **"RFP Project Documents"** shall mean the following documents, referred to collectively:
 - a) Transmission Services Agreement;
 - b) this Agreement; and
 - c) Any other agreement(s) as may be required.
- (xiii) **"Representations and Warranties"** shall mean the representations and warranties mentioned in **Clause 4** hereto;
- (xiv) **"Sale Shares"** shall mean **10,000 (Ten Thousand)** Shares, representing 100 percent of the total issued, subscribed and fully paid-up equity share capital of the Company held by the Shares Seller and Nominees as more particularly described in Annexure A attached hereto;
- (xv) **"Shares"** shall mean the fully paid-up equity shares of Company, of face value Rs. 10 each;
- (xvi) **"Shares Seller"** shall mean PFCCL;
- (xvii) **"Transmission Services Agreement"** or **"TSA"** means the agreement titled 'Transmission Services Agreement' dated **March 20, 2025** entered into between Central Transmission Utility of India Limited and the TSP pursuant to which the



TSP shall build, own, operate and transfer the Project and make available the assets of the Project to Central Transmission Utility of India Limited on a commercial basis, as may be amended from time to time;

- (xviii) **Transmission Service Provider” or “TSP”** shall mean Mundra I Transmission Limited which has executed the Transmission Service Agreement and which shall be acquired by the Selected Bidder.

1.3 Interpretation Clause

Unless the context otherwise requires, the provisions of the TSA relating to the interpretation of the TSA shall apply to this Agreement as if they were set out in full in this Agreement and to this end are incorporated herein by reference.

2. TRANSFER OF SHARES

- 2.1 Subject to the terms and conditions of this Agreement, the Shares Seller agrees to sell and transfer to the Selected Bidder and the Selected Bidder hereby agrees to purchase from the Shares Seller, the Sale Shares of the Company free from Encumbrances with rights and benefits attached thereto in consideration of the Acquisition Price and the covenants, undertakings and the agreements of the Selected Bidder contained in this Agreement.
- 2.2 The Shares Seller hereby undertakes to cause the Nominees to transfer part of the Sale Shares held by them as Nominees of the Shares Seller to the Selected Bidder and execute any documents required to deliver good title to the Sale Shares to the Selected Bidder.

3. CLOSING

- 3.1 Prior to the Closing Date, the Selected Bidder shall provide to the Shares Seller, valid share transfer forms (“Share Transfer Forms”) duly stamped with requisite amount of stamp duty payable on the transfer of Sale Shares.
- 3.2 On the Closing Date, the Shares Seller shall hand over to the Selected Bidder or its authorised representative, the original share certificates representing the Sale Shares (“Sale Share Certificates”) along with the Share Transfer Forms duly executed by the Shares Seller and the Nominees in favour of the Selected Bidder, simultaneously against the Selected Bidder handing over to the Shares Seller demand drafts drawn in favour of the Shares Seller for the Acquisition Price payable to it.

Provided that prior to the handing over of the Sale Share Certificates to the Selected Bidder as mentioned above, the Selected Bidder shall provide satisfactory evidence to PFCCCL that on or before the Closing Date, the Selected Bidder has furnished the Performance Bank Guarantee to Central Transmission Utility of India Limited and is in a position to comply with all other requirements of Clause 2.4 of the RFP.



3.5 The Selected Bidder shall immediately upon receiving the Sale Share Certificates and the Share Transfer Forms, duly execute the Share Transfer Forms and duly lodge the Share Transfer Forms and the Sale Share Certificates with the Company. The Selected Bidder may also propose the names of its nominees to be appointed on the Board of the Company and the address within the jurisdiction of the Registrar of Companies NCT of Delhi and Haryana, which would be the new registered office of the Company. The Company shall, upon receipt of the said documents from the Selected Bidder, do the following:

- (i) Immediately on the Closing Date convene a meeting of the Board, wherein the Board shall pass the following necessary resolutions:
 - (a) approving the transfer of the Shares constituting the Sale Shares from the Shares Seller and the Nominees to the name of the **Adani Energy Solutions Limited and its nominees and transfer of all assets and liabilities of the Company as on Closing Date;**
 - (b) approving the **Adani Energy Solutions Limited and its nominees** as the members of the Company and entering the name of the **Adani Energy Solutions Limited and its nominees** in the register of members.
 - (c) changing the address of the registered office of the Company to the new address, within the jurisdiction of the Registrar of Delhi and Haryana, as may be provided by the Selected Bidder.
 - (d) appointing the nominees of the Selected Bidder on the Board and accepting the resignations of the other existing Directors on the Board and the Chair of the meeting which was taken by one of the existing Directors shall be vacated and appointment of a new Chairman who shall be one of the newly appointed Director, for the rest of the meeting.

Pursuant to the acceptance of resignation of the existing Directors and appointment of new Chairman, the newly constituted Board of Directors shall hold the meeting and pass the following resolution:

- (e) terminating all the authorizations granted regarding the business and/or operations of the Company or the operations of the bank accounts of the Company, with prospective effect; and
 - (f) Acknowledging and accepting the terms and conditions as contained in the executed copies of the RFP Project Documents and to abide by the provisions contained therein.
- (ii) Enter the name of the **Adani Energy Solutions Limited and its nominees** as the legal and beneficial owner of the Sale Shares, free of all Encumbrances, in the register of members of the Company;



- (iii) Make the necessary endorsements on the Sale Share Certificates, indicating the name of the **Adani Energy Solutions Limited and its nominees** as the legal and beneficial owner of the Sale Shares evidenced there under;
- (iv) Return the original Sale Share Certificates, duly endorsed in the name of the **Adani Energy Solutions Limited and its nominees**, to the **Adani Energy Solutions Limited and its nominees**, as the case may be or its authorised representative;
- (v) Handover all the statutory registers and records, if any, of the Company to the Selected Bidder.
- (vi) Handover certified true copies of the Board resolution passed by the Company as per (i)(a) to (i)(e) of Clause 3.3 (i) to Central Transmission Utility of India Limited.

3.4 The Parties to this Agreement agree to take all measures that may be required to ensure that all the events contemplated in the **Clauses 3.1 to 3.3** above on the Closing Date are completed on the same day.

Notwithstanding the provisions of **Clause 3.3** hereto, all proceedings to be taken and all documents to be executed and delivered by the Parties at the Closing Date shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

3.5 The Selected Bidder hereby acknowledges and agrees that after the date of acquisition of one hundred percent (100%) of the equity shareholding of the Company, by the Selected Bidder as per Clause 3.3, (a) the authority, rights and obligations of the PFCCL/Company in respect of the Bid Process shall forthwith cease and any actions to be taken thereafter regarding the Bid Process will be undertaken by Central Transmission Utility of India Limited themselves or through their any other authorized representative(s), (b) all rights and obligations of the PFCCL/Company shall be of the Selected Bidder and (c) any decisions taken by the PFCCL/Company prior to the date of its acquisition by the Selected Bidder shall continue to be binding on the Selected Bidder. The Parties hereby agree that this provision shall survive the termination of this Agreement.

3.6 This agreement shall be effective from the date of its signing by the Parties and shall remain in force until all the obligations of the respective Parties under Clause 3.3 hereto are fulfilled.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Selected Bidder hereby represents and warrants to the Shares Seller that:

4.1.1 The Selected Bidder has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein, and this Agreement has been duly and validly executed and delivered by the Selected Bidder and constitutes



its legal, valid and binding obligations, enforceable against it in accordance with its terms;

4.1.2 The execution, delivery and performance of this Agreement by the Selected Bidder (i) will not violate or contravene any provision of the Memorandum of Association or Articles of the Selected Bidder, (ii) will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which the Selected Bidder are bound or by which any of its and/or their properties or assets are bound, and (iii) except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever; and

4.1.3 The Selected Bidder is not restricted in any manner whatsoever, including without limitation, on account of any judicial or governmental order, action or proceeding, or any contractual obligation assumed by the Selected Bidder, from purchasing the Sale Shares from the Shares Seller in the manner provided for in this Agreement.

4.2 The Shares Seller hereby represents and warrants to the Selected Bidder that;

4.2.1 The Shares Seller and the Nominees are the legal and beneficial owners of the Sale Shares, free and clear of any Encumbrance and the delivery to the Selected Bidder of the Sale Shares pursuant to the provisions of this Agreement will transfer to the Selected Bidder a good title to the Sale Shares.

4.2.2 The Shares Seller has full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein. The execution, delivery and performance of this Agreement will not violate the Memorandum and Articles of Association of the Shares Seller or contravene any contract by which it is bound.

4.2.3 The Shares Seller has obtained requisite authorizations to sell and transfer the Sale Shares to the Selected Bidder. The Shares Seller also represent that it is not prevented from transferring and selling the Sale Shares. Also, to the best of its knowledge, the Sale Shares are not the subject matter of any claim or pending proceeding or threatened by any legal proceeding made by any third party.

4.3 Except as specified in Clause 4.2, above the Shares Seller shall not be deemed to have, made any representation or warranty whatsoever, whether express or implied, in relation to the Sale Shares or Company, including but not limited to any implied warranty or representation as to the business or affairs of the Company.



- 4.4 The Representations and Warranties are given as at the date of this Agreement except that where a Representation and Warranty is expressed to be made as at another date, the Representation and Warranty is given with respect to that date only.
- 4.5 Each Representation and Warranty is to be construed independently of the others and is not limited by reference to any other Warranty. The Representations, Warranties and undertakings contained in this **Clause 4** hereto or in any document delivered pursuant to or in connection with this Agreement are continuing in nature and shall survive the Closing Date for one (1) year.
- 4.6 The Parties represent to each other that all Representations and Warranties provided herein by the respective Party shall be true as of Closing Date.

5. OBLIGATIONS OF THE SELECTED BIDDER

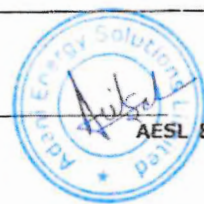
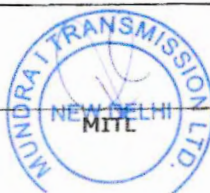
The Selected Bidder agrees that the Shares Seller shall not be liable in any manner, nor shall it assume any responsibility or liability whatsoever, in respect of the business of the Company and its operations or activities, arising after Closing Date, to any Person or any authority, central, state, local or municipal or otherwise and the same shall be the sole responsibility of the Selected Bidder.

6. MISCELLANEOUS

6.1 NOTICES

- a) All notices to be given under this Agreement shall be in writing and in the English language.
- b) All notices must be delivered personally or by registered or speed post or by recognised courier to the addresses below:

Selected Bidder (Lead Member in case of Consortium)	Adani Energy Solutions Limited 12th Floor - South Wing, KP Epitome – B Block, Makarba, S G Highway, Ahmedabad, Gujarat – 380051
Name of the Holding Company of the SPV	Company Secretary, PFC Consulting Limited First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi- 110001
Company (Before Closing Date)	Project In-charge MUNDRA I TRANSMISSION LIMITED First Floor, "Urjanidhi", 1 Barakhamba Lane, Connaught Place,

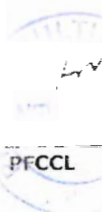


	New Delhi- 110001
Company (After Closing Date)	MUNDRA I TRANSMISSION LIMITED C 105, Anand Niketan, New Delhi 110021

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

6.2 RESOLUTION OF DISPUTES

- 6.2.1 If any dispute arises between the Parties, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement ("Dispute"), the disputing Parties hereto shall endeavor to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within 60 days from the date of the Dispute.
- 6.2.2 If the Parties are unable to amicably settle the Dispute in accordance with Clause 6.2.1 within the period specified therein, any of the Parties shall be entitled to within 30 days after expiry of the aforesaid period, refer the Dispute to the Company Secretary of PFCCL and Chief Executive/ Managing Director of the Selected Bidder for resolution of the said Dispute. The attempt to bring about such resolution shall be considered to have failed if not resolved within 30 days from the date of receipt of a written notification in this regard.
- 6.2.3 In the event the Dispute is not settled in accordance with Clause 6.2.2 above, any Party to the Dispute shall be entitled to serve a notice invoking this Clause and making a reference to a sole arbitrator. If the Parties to the Dispute cannot agree as to the appointment of the sole arbitrator within 30 days of receipt of the notice of the Party making the reference, then the Shares Seller along with the Company shall appoint one arbitrator and the Selected Bidder shall appoint one arbitrator and the two arbitrators, so appointed shall appoint a third arbitrator. However, after the Closing Date, in such an event the Shares Seller shall appoint one arbitrator and the Selected Bidder along with the Company shall appoint one arbitrator and the two arbitrators, so appointed shall appoint the third arbitrator.
- 6.2.4 The place of the arbitration shall be New Delhi. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 6.2.5 The proceedings of arbitration shall be in English language.



6.2.6 The arbitrator's award shall be substantiated in writing. The arbitrators shall also decide on the costs of the arbitration proceedings. In case the arbitrators have not decided on the costs of the arbitration proceedings, each Party to the Dispute shall bear its own costs, in relation to the arbitration proceedings.

6.3 AUTHORISED PERSON

For the purposes of this Agreement, the Selected Bidder is represented by **Mr. Amit Chatterjee, Authorized Representative**, pursuant to an authorization granted to **Mr. Amit Chatterjee, Authorized Representative**, through necessary Board resolutions. Further, **Mr. Amit Chatterjee, Authorized Representative**, is also authorized by such resolutions to take any decision which may be required to be taken, do all acts and execute all documents which are or may be required by the Selected Bidder for the proper and effective fulfillment of the rights and obligations under this Agreement. Any action taken or document executed by **Mr. Amit Chatterjee, Authorized Representative**, shall be deemed to be acts done or documents executed by the Selected Bidder and shall be binding on the Selected Bidder.

6.4 RESERVATION OF RIGHTS

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights other than that expressly stipulated in this Agreement.

6.5 CUMULATIVE RIGHTS

All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom or trade usage, are cumulative and not alternative and may be enforced successively or concurrently.

6.6 PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.


PFCCL



6.7 TERMINATION

If (i) the Closing does not occur on the Closing Date for any reason whatsoever, or (ii) the Letter of Intent is withdrawn or terminated for any reason, or (iii) due to termination of the TSA by Central Transmission Utility of India Limited in accordance with Article 3.3.2 or Article 13 of the TSA thereof, PFCCL shall have a right to terminate this Agreement forthwith by giving a written notice to the other Parties hereto.

6.8 AMENDMENTS

No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

6.9 ASSIGNMENT

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto, but no Party hereto shall assign or transfer its rights and liabilities hereunder to any other Person without the prior written consent of the other Parties, which will not be unreasonably withheld.

6.10 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

6.11 COSTS

Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

The Selected Bidder shall be liable to bear and pay the stamp duty and other costs in respect of this Agreement and the Share Transfer Forms.

6.12 RELATIONSHIP

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way.



6.13 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Delhi.

6.14 COUNTERPARTS

This Agreement may be executed in counterparts by the Parties and each fully executed counterpart shall be deemed to be original.

6.15 CONFIDENTIALITY

The Parties undertake to hold in confidence and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

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

without the prior written consent of the other Parties.

Provided that Central Transmission Utility of India Limited and PFCCL may at any time, disclose the terms and conditions of transactions contemplated hereby to any person, to the extent stipulated under the law or the Bidding Guidelines.

6.16 INDEMNIFICATION

- The Parties hereby agree that transfer of Sale Shares to the Selected Bidder shall vest all the rights, privileges, licenses, responsibilities, liabilities and other obligations pertaining to the Company in the Selected Bidder.
- The Selected Bidder hereby agrees that the Selected Bidder shall not be entitled to any claims or initiate any legal proceedings, by itself or through the Transmission Service Provider against the Share Sellers, its directors, officers, employees and the subscribers including the members of any committees appointed by them in respect of any actions or decisions taken by any of them up to the Closing Date in furtherance of the Project referred to in recital A of this Agreement.
- Further, the Selected Bidder hereby indemnifies and holds harmless at all times the Share Seller against all losses, damages, charges, and expenses which the Share Seller may sustain or incur towards contractual obligations with respect to the contracts



awarded by the Share Seller or any other liability arising with regard to any action/ activity undertaken by the Share Seller for and on behalf of the Company in furtherance of the Project referred to above or otherwise concerning the Company. All such actions shall be defended by the Selected Bidder either itself or through the TSP at its own cost.

- The Parties hereby agree that the provisions of this clause shall survive the termination of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED AND DELIVERED
BY THE WITHIN NAMED "PFCCL" PFC CONSULTING LIMITED

BY THE HAND OF **SHRI SACHIN ARORA, COMPANY SECRETARY**

PURSUANT TO THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON 21st February, 2025

IN THE PRESENCE OF:
WITNESS:
NAME, SIGNATURE, DESIGNATION AND ADDRESS:

SIGNED AND DELIVERED
BY THE WITHIN NAMED "MUNDRA I TRANSMISSION LIMITED"

BY THE HAND OF **SHRI NEERAJ SINGH, DIRECTOR**

PURSUANT TO THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON 06th February, 2025

IN THE PRESENCE OF:
WITNESS:
NAME, SIGNATURE, DESIGNATION AND ADDRESS:

SIGNED AND DELIVERED
BY THE WITHIN NAMED "ADANI ENERGY SOLUTIONS LIMITED"

BY THE HAND OF **MR. AMIT CHATTERJEE, AUTHORIZED REPRESENTATIVE**



PURSUANT TO THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ON 23RD DAY OF JANUARY, 2025

IN THE PRESENCE OF:

Narendra B. Sharma Manager

WITNESS:

NAME, SIGNATURE, DESIGNATION AND ADDRESS:



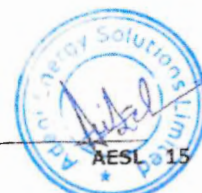
PFCCL



AESL 14

ANNEXURE A**DESCRIPTION OF THE SALE SHARES**


S. NO.	NAME OF THE SHAREHOLDER	NUMBER OF EQUITY SHARES HELD	PERCENTAGE OF THE TOTAL PAID UP EQUITY CAPITAL
1.	PFC Consulting Limited	9400	94%
2.	Shri Rakesh Mohan (Nominee of PFC Consulting Limited)	100	1%
3.	Shri Neeraj Singh (Nominee of PFC Consulting Limited)	100	1%
4.	Shri Sanjay Kumar Nayak (Nominee of PFC Consulting Limited)	100	1%
5.	Shri Sachin Shukla (Nominee of PFC Consulting Limited)	100	1%
6.	Shri Rishab Jain (Nominee of PFC Consulting Limited)	100	1%
7.	Shri Naveen Kumar (Nominee of PFC Consulting Limited)	100	1%
	Total	10,000	100%



Annexure A9**TRANSMISSION SERVICE AGREEMENT****FOR****DEVELOPMENT AND OPERATION OF INTER-STATE
TRANSMISSION SYSTEM****FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED
COMPETITIVE BIDDING FOR****TRANSMISSION SYSTEM FOR SUPPLY OF POWER TO GREEN
HYDROGEN/AMMONIA MANUFACTURING POTENTIAL IN
MUNDRA AREA OF GUJARAT UNDER PHASE-I: PART B1
SCHEME (3 GW AT NAVINAL S/S)****BETWEEN THE****CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED
(NODAL AGENCY)****AND****MUNDRA I TRANSMISSION LIMITED**20th March, 2025

CONTENTS

1. Definitions and Interpretations	5
2. Effectiveness and Term of Agreement	17
3. Conditions Subsequent	19
4. Development of the Project.....	23
5. Construction of the Project.....	26
6. Connection and commissioning of the Project.....	30
7. Operation and Maintenance of the Project.....	34
8. Availability of the project.....	35
9. Insurances	36
10. Billing And Payment of Transmission Charges.....	38
11. Force Majeure.....	39
12. Change in Law	43
13. Events of Default and Termination	45
14. Liability and Indemnification	49
15. Assignments and Charges	54
16. Governing Law and Dispute Resolution.....	56
17. Representation and Warranties	57
18. Independent Engineer	59
19. Miscellaneous Provisions	61


Central Transmission Utility of India Limited

2


Mundra I Transmission Limited



Bond



Indian-Non Judicial Stamp Transmission Service Agreement Haryana Government



Date : 04/02/2025

Certificate No. G0D2025B1423



Stamp Duty Paid : ₹ 101

GRN No. 127668913



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Central Transmission utility of India ltd

H.No/Floor : 2

Sector/Ward : 29

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 98*****10



Purpose : ARTICLE 5 GENERAL AGREEMENT to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>

THIS TRANSMISISON SERVICE AGREEMENT (hereinafter referred to as "TSA" or "Agreement" or "the Agreement" or "this Agreement") is made on the..... [Insert day] of [Insert month] of Two Thousand and Twenty Five.

BETWEEN:

The Central Transmission Utility of India Limited, having its registered address at "Saudamini", 1st Floor, Plot No. 2, Sector-29, Gurugram-122001, Haryana and correspondence address at 5th to 10th Floor, Ircon International Tower, Tower no-1, Plot no -16, Sector-32, Gurugram, Haryana-122003, acting as a Nodal Agency (referred to as the "Nodal Agency"), which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;

AND

MUNDRA I TRANSMISSION LIMITED, incorporated under the Companies Act, 2013, having its registered office at **Urjanidhi, First Floor, 1, Barakhamba Lane, Connaught Place, Central Delhi, New Delhi, Delhi, India, 110001** (herein after referred to as "Transmission Service Provider" or "TSP" or "ISTS Licensee", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the other part;

Central Transmission Utility of India Limited

3

Mundra I Transmission Limited



Transmission Service Agreement

(“Nodal Agency” and “TSP” are individually referred to as “Party” and collectively as the “Parties”)

AND WHEREAS:

- A) In accordance with the Bidding Guidelines, the Bid Process Coordinator (hereinafter referred to as BPC) had initiated a competitive e-reverse bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project comprising of the Elements mentioned in Schedule 1 (hereinafter referred to as the Project)
- B) Pursuant to the said e-reverse bidding process, the BPC has identified the Successful Bidder, who will be responsible to set up the Project on build, own, operate and transfer basis to provide Transmission Service in accordance with the terms of this Agreement and the Transmission License.
- C) The Selected Bidder have submitted the Contract Performance Guarantee and acquired one hundred percent (100%) of the equity shareholding of MUNDRA I TRANSMISSION LIMITED, along with all its related assets and liabilities in terms of the provisions of the Share Purchase Agreement.
- D) The TSP has agreed to make an application for a Transmission License to the Commission for setting up the Project on build, own, operate and transfer basis.
- E) The TSP has further agreed to make an application to the Commission for the adoption of the Transmission Charges under Section 63 of the Electricity Act, 2003, along with a certification from the Bid Evaluation Committee in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India.
- F) The TSP has agreed to execute the agreement(s) required, if any, under Sharing Regulations within fifteen (15) days from the date of grant of Transmission License from the Commission.
- G) The TSP agrees to the terms and conditions laid down under Sharing Regulations, for making available the ISTS and charge the Transmission Charges in accordance with the terms and conditions of Sharing Regulations.
- H) The billing, collection and disbursement of the Transmission Charges by the CTU to the ISTS Licensee shall be governed as per Sharing Regulations.
- I) The terms and conditions stipulated in the Transmission License issued by the Commission to the TSP shall be applicable to this Agreement and the TSP agrees to comply with these terms and conditions. In case of inconsistency between the Transmission License terms & conditions and the conditions of this Agreement, the conditions stipulated in the Transmission License granted by the Commission shall prevail.

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

Central Transmission Utility of India Limited

4

Mundra I Transmission Limited



ARTICLE: 1**1 DEFINITIONS AND INTERPRETATIONS****1.1 Definitions:**

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

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

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

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

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

- (i) controls or
- (ii) is controlled by or
- (iii) is under common control with

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

"Availability" in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in Appendix –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024, attached herewith in Schedule 6;

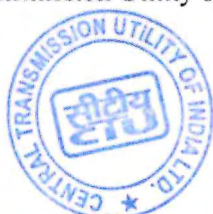
"Bid" shall mean technical bid and financial bid submitted by the Bidder, in response to the RFP, in accordance with the terms and conditions of the RFP;

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

Central Transmission Utility of India Limited

5

Mundra I Transmission Limited



Transmission Service Agreement

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

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

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

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

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

"Bill" shall mean any bill raised by the CTU on the DICs to recover the Transmission Charges pursuant to the Sharing Regulations;

"Business Day" shall mean a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State in which the Nodal Agency's registered office is located and the concerned TSP are located;

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

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

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

"Commission" or **"CERC"** shall mean the Central Electricity Regulatory Commission referred to in sub-section (1) of Section 76 of the Electricity Act, 2003 or its successors and assigns;

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

"Connection Agreement" shall mean the agreement between the CTU or STU or any other concerned parties and the TSP, setting out the terms relating to the connection of the Project to the Inter-connection Facilities and use of the Inter State Transmission System as per the provisions of the IEGC, as the case may be;

Central Transmission Utility of India Limited 6

Mundra I Transmission Limited



Transmission Service Agreement

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

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

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

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

"Contract Performance Guarantee" shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Nodal Agency from a bank mentioned in Annexure 17 of the RFP, in the form attached here to as Schedule 8, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee furnished by the TSP under this Agreement;

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

"CTU" or "Central Transmission Utility" shall have same meaning as defined in the Electricity Act, 2003;

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

"D/C" shall mean Double Circuit;

Central Transmission Utility of India Limited

7

Mundra I Transmission Limited



Transmission Service Agreement

“Designated ISTS Customers” or **“DICs”** shall have the meaning as ascribed in the Sharing Regulations;

“Dispute” shall mean any dispute or difference of any kind between the Parties, in connection with or arising out of this Agreement including any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16;

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

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

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

“Element” shall mean each Transmission Line or each circuit of the Transmission Lines (where there are more than one circuit) or each bay of Sub-station or switching station or HVDC terminal or inverter station of the Project, including ICTs, Reactors, SVC, FSC, etc. forming part of the ISTS, which will be owned, operated and maintained by the concerned ISTS Licensee, and which has a separate Scheduled COD as per Schedule 2 of this Agreement and has a separate percentage for recovery of Transmission Charges on achieving COD as per Schedule 5 of this Agreement;

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

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

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

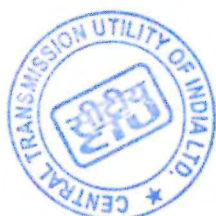
“Financially Evaluated Entity” shall mean the company which has been evaluated for the satisfaction of the financial requirement set forth in the RFP;

“Financing Agreements” shall mean the agreements pursuant to which the TSP is to finance the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of the Designated ISTS Customers / Nodal Agency;

Central Transmission Utility of India Limited

8

Mundra I Transmission Limited



Transmission Service Agreement

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

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

"GOI" shall mean Government of India;

"Grid Code" / "IEGC" shall mean the Grid Code specified by the Central Commission under Clause (h) of sub-section (1) of Section 79 of the Electricity Act;

"Independent Engineer" shall mean an agency/ company, appointed by Nodal Agency in accordance with the Guidelines for Encouraging Competition in Development of Transmission Projects.

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

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

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

"ISTS Licensee" shall be the TSP under this Agreement, consequent to having been awarded a Transmission License by the CERC and shall be referred to as the TSP or the ISTS Licensee, as the context may require in this Agreement;

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

Central Transmission Utility of India Limited

9

Mundra I Transmission Limited



Transmission Service Agreement

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

"Lenders" means the banks, financial institutions, multilateral funding agencies, non banking financial companies registered with the Reserve Bank of India (RBI), insurance companies registered with the Insurance Regulatory & Development Authority (IRDA), pension funds regulated by the Pension Fund Regulatory & Development Authority (PFRDA), mutual funds registered with Securities & Exchange Board of India (SEBI), etc., including their successors and assigns, who have agreed on or before COD of the Project to provide the TSP with the debt financing described in the capital structure schedule, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned;

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

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

"Letter of Intent" or "LOI" shall have the same meaning as in the RFP;

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

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

"Monthly Transmission Charges" for any Element of the Project, after COD of the Element till COD of the Project, and for the Project after COD of the Project, shall mean the amount of Transmission Charges as specified in Schedule 5 of this Agreement multiplied by no. of days in the relevant month and divided by no. of days in the year;

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

"Nodal Agency" shall mean CTU, which shall execute and implement the Transmission Service Agreement (TSA);

Central Transmission Utility of India Limited

10

Mundra I Transmission Limited



Transmission Service Agreement

Provided that while taking major decisions, CTU shall consult CEA on technical matters and any other matter it feels necessary.

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

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

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

"Preliminary Termination Notice" shall mean a Nodal Agency's Preliminary Termination Notice as defined in Article 13 of this Agreement;

"Project" shall mean Transmission System for supply of power to Green Hydrogen/Ammonia manufacturing potential in Mundra area of Gujarat under Phase-I: Part B1 scheme (3 GW at Navinal S/s), as detailed in Schedule 1 of this Agreement;

"Project Assets" shall mean all physical and other assets relating to and forming part of the Project including:

- (a) rights over the Site for substations, ROW for transmission lines;
- (b) tangible & intangible assets such as civil works and equipment including foundations, embankments, pavements, electrical systems, communication systems, relief centres, administrative offices, Sub-stations, software, tower and sub-stations designs etc;
- (c) project facilities situated on the Site;
- (d) all rights of the TSP under the project agreements;
- (e) financial assets, such as receivables, security deposits etc;
- (f) insurance proceeds; and
- (g) Applicable Permits and authorisations relating to or in respect of the Transmission System;"

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

Central Transmission Utility of India Limited

11

Mundra I Transmission Limited



Transmission Service Agreement

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

- (i) operation, repair and maintenance guidelines given by the manufacturers to be incorporated in the Project,
- (ii) the requirements of Law, and
- (iii) the physical conditions at the Site;
- (iv) the safety of operating personnel and human beings;

“Rated Voltage” shall mean voltage at which the Transmission System is designed to operate or such lower voltage at which the line is charged, for the time being, in consultation with the Central Transmission Utility;

“Rebate” shall have the meaning as ascribed to in Article 10.3 of this Agreement;

“RFP” shall mean Request For Proposal dated 15.10.2024 along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC for tariff based competitive bidding process for selection of Bidder as TSP to execute the Project, including any modifications, amendments or alterations thereto;

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

- a. Transmission Service Agreement,
- b. Share Purchase Agreement,
- c. Agreement(s) required under Sharing Regulations and
- d. Any other agreement as may be required;

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

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

Central Transmission Utility of India Limited

12

Mundra I Transmission Limited



Transmission Service Agreement

"Scheduled COD" in relation to an Element(s) shall mean the date(s) as mentioned in Schedule 2 as against such Element(s) and in relation to the Project, shall mean the date as mentioned in Schedule 2 as against such Project, subject to the provisions of Article 4.4 of this Agreement, or such date as may be mutually agreed among the Parties;

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

"Selected Bid" shall mean the technical Bid and the Final Offer of the Selected Bidder submitted during e-reverse bidding, which shall be downloaded and attached in Schedule 7 on or prior to the Effective Date;

"Share Purchase Agreement" shall mean the agreement amongst **PFC Consulting Limited (PFCCL)**, **"MUNDRA I TRANSMISSION LIMITED"** and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the for the **"MUNDRA I TRANSMISSION LIMITED"** Acquisition Price, by the Successful Bidder on the terms and conditions as contained therein;

"Sharing Regulations" shall mean the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 and as amended from time to time;

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

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

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

"Successful Bidder" or **"Selected Bidder"** shall mean the Bidder selected pursuant to the RFP and who has to acquire one hundred percent (100%) equity shares of **"MUNDRA I TRANSMISSION LIMITED"**, along with all its related assets and liabilities, which will be responsible as the TSP to establish the Project on build, own, operate and transfer basis as per the terms of the TSA and other RFP Project Documents;

"TSP's Preliminary Notice" shall mean a notice issued by the TSP in pursuant to the provisions of Article 13.3 of this Agreement;

Central Transmission Utility of India Limited

13

Mundra I Transmission Limited



Transmission Service Agreement

"Target Availability" shall have the meaning as ascribed hereto in Article 0 of this Agreement;

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

"Termination Notice" shall mean a Nodal Agency's Termination Notice given by the Nodal Agency to the TSP pursuant to the provisions of Articles 3.3.1, 3.3.4, 4.4.2, 5.8, 13.2 and 13.3 of this Agreement for the termination of this Agreement;

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

"Transmission Charges" shall mean the Final Offer of the Selected Bidder during the e-reverse bidding and adopted by the Commission, payable to the TSP as per Sharing Regulations;

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

"Transmission Service" shall mean making the Project available as per the terms and conditions of this Agreement and Sharing Regulations;

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

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

1.2 Interpretation:

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

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

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

Central Transmission Utility of India Limited

14

Mundra I Transmission Limited



Transmission Service Agreement

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

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

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

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

"**person**" shall have the meaning as defined in Section 2 (49) of the Act;

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

- (i) which is controlled, directly or indirectly, by the holding company, or
- (ii) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or
- (iii) which is a subsidiary of another subsidiary of the holding company,

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

"**winding-up**", "**dissolution**", "**insolvency**", or "**reorganization**" in the context of a company or corporation shall have the same meaning as defined in the Companies Act, 1956/ Companies Act, 2013 (as the case may be).

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

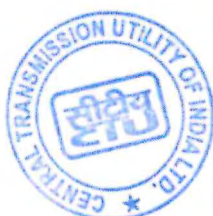
1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.

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

Central Transmission Utility of India Limited

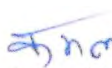
15

Mundra I Transmission Limited

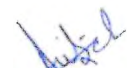


Transmission Service Agreement

- 1.2.4 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 1.2.5 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 1.2.6 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.7 All interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days.
- 1.2.8 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement.
- 1.2.9 The contents of Schedule 7 shall be referred to for ascertaining accuracy and correctness of the representations made by the Selected Bidder in Article 17.2.1 hereof.


Central Transmission Utility of India Limited

16


Mundra I Transmission Limited



ARTICLE: 2**2 EFFECTIVENESS AND TERM OF AGREEMENT****2.1 Effective Date:**

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

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

The Selected Bidder has acquired for the Acquisition Price, one hundred percent (100%) of the equity shareholding of PFC Consulting Limited (PFCCL) in "MUNDRA I TRANSMISSION LIMITED" along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement. and

The Agreement is executed and delivered by the Parties;

2.2 Term and Termination:

2.2.1 Subject to Article 2.2.3 and Article 2.4, this Agreement shall continue to be effective in relation to the Project until the Expiry Date, when it shall automatically terminate.

2.2.2 Post the Expiry Date of this Agreement, the TSP shall ensure transfer of Project Assets to CTU or its successors or an agency as decided by the Central Government at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which CTU shall be entitled to take over the Project Assets Suo moto.

2.2.3 This Agreement shall terminate before the Expiry Date in accordance with Article 13 or Article 3.3.2 or Article 3.3.4.

2.3 Conditions prior to the expiry of the Transmission License

2.3.1 In order to continue the Project beyond the expiry of the Transmission License, the TSP shall be obligated to make an application to the Commission at least two (2) years before the date of expiry of the Transmission License, seeking the Commission's approval for the extension of the term of the Transmission License up to the Expiry Date.

2.3.2 The TSP shall timely comply with all the requirements that may be laid down by the Commission for extension of the term of the Transmission License beyond the initial term of twenty-five (25) years & upto the Expiry Date and the TSP shall keep the Nodal Agency fully informed about the progress on its application for extension of the term of the Transmission License.

Central Transmission Utility of India Limited

17

Mundra I Transmission Limited



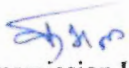
2.4 Survival:

The expiry or termination of this Agreement shall not affect any accrued rights, obligations/ roles and liabilities of the Parties under this Agreement, including the right to receive liquidated damages as per the terms of this Agreement, nor shall it effect the survival of any continuing obligations/ roles for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Articles 3.3.3, 3.3.5, Article 9.3 (Application of Insurance Proceeds), Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability & Indemnification), Article 16 (Governing Law & Dispute Resolution), Article 19 (Miscellaneous).


2.5 Applicability of the provisions of this Agreement

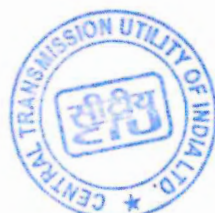
2.5.1 For the purpose of Availability, Target Availability and the computation of Availability, Incentive, Penalty, the provisions provided in this Agreement shall apply and any future modifications in the relevant Rules and Regulations shall not be applicable for this Project.

2.5.2 For the purposes of this Agreement for ISTS systems developed under the tariff based competitive bidding framework, the provisions relating to the definitions (Availability and COD), Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 11 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), Article 15 (Assignment and Charges), Articles 16.1, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the ISTS Licensee) of this agreement shall supersede the corresponding provisions under Sharing Regulations.


Central Transmission Utility of India Limited

18


Mundra I Transmission Limited



ARTICLE: 3**3 CONDITIONS SUBSEQUENT****3.1 Satisfaction of conditions subsequent by the TSP**

3.1.1 Within ten (10) days from the date of issue of Letter of Intent, the Selected Bidder, shall:

- a. Provide the Contract Performance Guarantee, and
- b. Acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of "MUNDRA I TRANSMISSION LIMITED" from PFC Consulting Limited (PFCCL), who shall sell to the Selected Bidder, the equity shareholding of "MUNDRA I TRANSMISSION LIMITED", along with all its related assets and liabilities.
- c. Execute this Agreement;

The TSP shall, within five (5) working days from the date of acquisition of SPV by the Selected Bidder, undertake to apply to the Commission for the grant of Transmission License and for the adoption of tariff as required under section-63 of the Electricity Act.

The Selected Bidder, on behalf of the TSP, will provide to the **Central Transmission Utility of India Limited** (being the Nodal Agency) the Contract Performance Guarantee for an amount of Rs.45.50 Crore (Rupees Fourty Five Crore Fifty Lakh only)

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

3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date (except for c) below), unless such completion is affected due to any Force Majeure Event, or if any of the activities is specifically waived in writing by the Nodal Agency:

- a. To obtain the Transmission License for the Project from the Commission;
- b. To obtain the order for adoption of Transmission Charges by the Commission, as

Central Transmission Utility of India Limited

19

Mundra I Transmission Limited



required under Section 63 of the Electricity Act 2003;

- c. To submit to the Nodal Agency, CEA & Independent Engineer, the Project Execution Plan, immediately after award of contract(s) and maximum within one hundred and twenty (120) days from the Effective Date. Also, an approved copy each of Manufacturing Quality Plan (MQP) and Field Quality Plan (FQP) would be submitted to Independent Engineer & Nodal Agency in the same time period. The TSP's Project Execution Plan should be in conformity with the Scheduled COD as specified in Schedule 2 of this Agreement, and shall bring out clearly the organization structure, time plan and methodology for executing the Project, award of major contracts, designing, engineering, procurement, shipping, construction, testing and commissioning to commercial operation;
- d. To submit to the Nodal Agency, CEA & Independent Engineer a detailed bar (GANTT) chart of the Project outlining each activity (taking longer than one Month), linkages as well as durations;
- e. To submit to the Nodal Agency, CEA & Independent Engineer detailed specifications of conductor meeting the functional specifications specified in RFP;
- f. To achieve Financial Closure;
- g. To provide an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the provisions of Article 15.3 of this Agreement and all other RFP Project Documents;
- h. To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of the Project and shall have given to such Contractor an irrevocable notice to proceed; and
- i. To sign the Agreement(s) required, if any, under Sharing Regulations.

3.2 Recognition of Lenders' Rights by the Nodal Agency

- 3.2.1 The Nodal Agency hereby accepts and acknowledges the rights provided to the Lenders as per Article 15.3 of this Agreement and all other RFP Project Documents.

3.3 Consequences of non-fulfilment of conditions subsequent

- 3.3.1 If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish to **Central Transmission Utility of India Limited (being the Nodal Agency)** additional Contract Performance

Central Transmission Utility of India Limited 20

Mundra I Transmission Limited



Transmission Service Agreement

Guarantee of **Rs. 4.55 Crore (Rupees Four Crore Fifty Five Lakh Only)** within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to **Central Transmission Utility of India Limited (being the Nodal Agency)** in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. **Central Transmission Utility of India Limited (being the Nodal Agency)** shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.

3.3.2 Subject to Article 3.3.4, if:

- (i) the fulfilment of any of the conditions specified in Article 3.1.3 is delayed beyond nine (9) Months from the Effective Date and the TSP fails to furnish additional Contract Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof; or
- (ii) the TSP furnishes additional Performance Guarantee to the Nodal Agency in accordance with Article 3.3.1 hereof but fails to fulfil the conditions specified in Article 3.1.3 within a period of twelve (12) months from the Effective Date,

the Nodal Agency shall have the right to terminate this Agreement, by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

3.3.3 If the Nodal Agency elects to terminate this Agreement as per the provisions of Article 3.3.1, the TSP shall be liable to pay to the Nodal Agency an amount of Rupees Forty Five Crore Fifty Lakh (Rs. 45.50 Crore) only as liquidated damages. The Nodal Agency shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of liquidated damages, which shall be required by the Nodal Agency, and the balance shall be returned to TSP, if any.

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

3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the

Central Transmission Utility of India Limited

21

Mundra I Transmission Limited



Transmission Service Agreement

Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1.

Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article 3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

- 3.3.5 Upon termination of this Agreement as per Articles 3.3.1 and 3.3.4, the Nodal Agency may take steps to bid out the Project again.
- 3.3.6 The Nodal agency, on the failure of the TSP to fulfil its obligations, if it considers that there are sufficient grounds for so doing, apart from invoking the Contract Performance Guarantee under para 3.3.3 may also initiate proceedings for blacklisting the TSP as per provisions of Article 13.2 of TSA.

3.4 Progress Reports

The TSP shall notify the Nodal Agency and CEA in writing at least once a Month on the progress made in satisfying the conditions subsequent in Articles 3.1.3.

Central Transmission Utility of India Limited 22

Mundra I Transmission Limited



ARTICLE: 4**4 DEVELOPMENT OF THE PROJECT****4.1 TSP's obligations in development of the Project:**

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

- a. for procuring and maintaining in full force and effect all Consents, Clearances and Permits, required in accordance with Law for development of the Project;
- b. for financing, constructing, owning and commissioning each of the Element of the Project for the scope of work set out in Schedule 1 of this Agreement in accordance with:
 - i. the Electricity Act and the Rules made thereof;
 - ii. the Grid Code;
 - iii. the CEA Regulations applicable, and as amended from time to time, for Transmission Lines and sub-stations:
 - the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007;
 - Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulation, 2010;
 - Central Electricity Authority (Grid Standard) Regulations, 2010;
 - Central Electricity Authority (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulation, 2011;
 - Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulation, 2010;
 - Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020.
 - iv. Safety/ security Guidelines laid down by the Government;
 - v. Prudent Utility Practices, relevant Indian Standards and the Law;

not later than the Scheduled COD as per Schedule 2 of this Agreement;

- c. for entering into a Connection Agreement with the concerned parties in accordance with the Grid Code.
- d. for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under Article 15 of this Agreement;
- e. to co-ordinate and liaise with concerned agencies and provide on a timely basis relevant information with regard to the specifications of the Project that may be required for interconnecting the Project with the Interconnection Facilities;
- f. for providing all assistance to the Arbitrators as they may require for the performance

Central Transmission Utility of India Limited

23

Mundra I Transmission Limited



Transmission Service Agreement

of their duties and responsibilities;

- g. to provide to the Nodal Agency and CEA, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with prescribed form) to enable the CEA to monitor and co-ordinate the development of the Project matching with the Interconnection Facilities;
 - h. to comply with Ministry of Power order no. 25-11/6/2018 – PG dated 02.07.2020 as well as other Guidelines issued by Govt. of India pertaining to this;
 - i. to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide Orders No. P45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard (Procuring Entity as defined in above orders shall deemed to have included Selected Bidder and/ or TSP).
- Also, to comply with Department of Expenditure, Ministry of Finance vide OM No. F.7/10/2021-PPD (1) dated 23.02.2023, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India;
- j. to submit to Nodal Agency information in the prescribed format [To be devised by Nodal Agency] for ensuring compliance to Article 4.1 i) above.
 - k. to comply with all its obligations undertaken in this Agreement.

4.2 Roles of the Nodal Agency in implementation of the Project:

4.2.1 Subject to the terms and conditions of this Agreement, the Nodal Agency shall be the holder and administrator of this Agreement and shall inter alia:

- a. appoint an Independent Engineer within 90 days of the Effective Date
- b. provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project;
- c. coordinate among TSP and upstream/downstream entities in respect of Interconnection Facilities; and
- d. monitor the implementation of the Agreement and take appropriate action for breach thereof including revocation of guarantees, cancellation of Agreement, blacklisting etc
- e. provide all assistance to the Arbitrators as required for the performance of their duties and responsibilities; and
- f. perform any other responsibility (ies) as specified in this Agreement.

4.3 Time for Commencement and Completion:

- a. The TSP shall take all necessary steps to commence work on the Project from the Effective Date of the Agreement and shall achieve Scheduled COD of the Project in accordance with the time schedule specified in Schedule 2 of this Agreement;
- b. The COD of each Element of the Project shall occur no later than the Scheduled COD or within such extended time to which the TSP shall be entitled under Article 4.4 hereto.

Central Transmission Utility of India Limited

24

Mundra I Transmission Limited



4.4 Extension of time:

- 4.4.1 In the event that the TSP is unable to perform its obligations for the reasons solely attributable to the Nodal Agency, the Scheduled COD shall be extended, by a 'day to day' basis, subject to the provisions of Article 13.
- 4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article 11, the Scheduled COD shall be extended, by a 'day to day' basis for a period of such Force Majeure Event. Alternatively, if deemed necessary, the Nodal Agency may terminate the Agreement as per the provisions of Article 13.4 by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.
- 4.4.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on how long the Scheduled COD should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.5 Metering Arrangements:

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

4.6 Interconnection Facilities:

- 4.6.1 Subject to the terms and conditions of this Agreement, the TSP shall be responsible for connecting the Project with the interconnection point(s) specified in Schedule 1 of this Agreement. The Interconnection Facilities shall be developed as per the scope of work and responsibilities assigned in Schedule 1 of this Agreement. The Nodal Agency shall be responsible for coordinating to make available the Interconnection Facilities.
- 4.6.2 In order to remove any doubts, it is made clear that the obligation of the TSP within the scope of the project is to construct the Project as per Schedule-1 of this Agreement and in particular to connect it to the Interconnection Facilities as specified in this Agreement.

Central Transmission Utility of India Limited

25

Mundra I Transmission Limited



ARTICLE: 5**5 CONSTRUCTION OF THE PROJECT****5.1 TSP's Construction Responsibilities:**

- 5.1.1 The TSP, at its own cost and expense, shall be responsible for designing, constructing, erecting, testing and commissioning each Element of the Project by the Scheduled COD in accordance with the Regulations and other applicable Laws specified in Article 4.1 of this Agreement.
- 5.1.2 The TSP acknowledges and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time or any compensation whatsoever by reason of the unsuitability of the Site or Transmission Line route(s).
- 5.1.3 The TSP shall be responsible for obtaining all Consents, Clearances and Permits related but not limited to road / rail / river / canal / power line / crossings, Power and Telecom Coordination Committee (PTCC), defence, civil aviation, right of way / way-leaves and environmental & forest clearances from relevant authorities required for developing, financing, constructing, maintaining/ renewing all such Consents, Clearances and Permits in order to carry out its obligations under this Agreement in general and shall furnish to the Nodal Agency such copy/ies of each Consents, Clearances and Permits, on demand. Nodal Agency shall provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project.
- 5.1.4 The TSP shall be responsible for:
- acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of Greenfield substations (Switching Stations or HVDC Terminal or Inverter Stations) for a generation pooling substation and for load serving substations in the scope of TSP shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report. However, actual location of any Greenfield intermediate Substations in the scope of TSP shall not be beyond 10 Km radius of the location proposed by the BPC in the Survey Report;
 - final selection of Site including its geo-technical investigation;
 - survey and geo-technical investigation of line route in order to determine the final route of the Transmission Lines;

Central Transmission Utility of India Limited

26

Mundra I Transmission Limited



Transmission Service Agreement

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

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

5.2 Appointing Contractors:

- 5.2.1 The TSP shall conform to the requirements as provided in this Agreement while appointing Contractor(s) for procurement of goods & services.
- 5.2.2 The appointment of such Contractor(s) shall neither relieve the TSP of any of its obligations under this Agreement nor make the Nodal Agency liable for the performance of such Contractor(s).

5.3 Monthly Progress Reporting:

The TSP shall provide to the CEA, Nodal Agency & Independent Engineer, on a monthly basis, progress reports along with likely completion date of each Element with regard to the Project and its execution (in accordance with prescribed form). The Nodal Agency/ CEA shall monitor the development of the Project for its timely completion for improving and augmenting the electricity system as a part of its statutory responsibility.

5.4 Quality of Workmanship:

The TSP shall ensure that the Project is designed, built and completed in a good workmanship using sound engineering and construction practices, and using only materials and equipment that are new and manufactured as per the MQP and following approved FQP for erection, testing & commissioning and complying with Indian /International Standards such that, the useful life of the Project will be at least thirty five (35) years from the COD of the Project.

The TSP shall ensure that all major substation equipment / component (e.g. transformers, reactors, Circuit Breakers, Instrument Transformers (IT), Surge Arresters (SA), Protection relays, clamps & connectors etc.), equipment in terminal stations of

Central Transmission Utility of India Limited

27

Mundra I Transmission Limited



HVDC installations including Thyristor/ IGBT valves, Converter Transformers, smoothing reactors, Transformer bushings and wall bushings, GIS bus ducts, towers and gantry structures and transmission towers or poles and line materials (conductors, earthwire, OPGW, insulator, accessories for conductors, OPGW & earthwires, hardware fittings for insulators, aviation lights etc), facilities and system shall be designed, constructed and tested (Type test, Routine tests, Factory Acceptance Test (FAT)) in accordance with relevant CEA Regulations and Indian Standards. In case Indian Standards for any particular equipment/ system/ process is not available, IEC/ IEEE or equivalent International Standards and Codes shall be followed.

5.5 Progress Monitoring & Quality Assurance:

- 5.5.1 The Project Execution Plan submitted by the TSP in accordance with Article 3.1.3 c) shall comprise of detailed schedule of all the equipments/items /materials required for the Project, right from procurement of raw material till the dispatch from works and receipt at the site. Further, it should also include various stages of the construction schedule up to the commissioning of the Project.
- 5.5.2 Nodal Agency, CEA & Independent Engineer shall have access at all reasonable times to the Site and to the Manufacturer's works and to all such places where the Project is being executed.
- 5.5.3 Independent Engineer shall ensure conformity of the conductor specifications with the functional specifications specified in RFP.
- 5.5.4 The Independent Engineer shall monitor the following during construction of the Project:
- Quality of equipments, material, foundation, structures and workmanship etc. as laid down in Article 5.4 and 6.1.4 of the TSA. Specifically, quality of Sub-station equipments, transmission line material and workmanship etc. would be checked in accordance with the Article 5.4.
 - Progress in the activities specified in Condition Subsequent
 - Verification of readiness of the elements including the statutory clearances & completion of civil works, fixing of all components and finalisation of punch points (if any) prior to charging of the elements
 - Progress of construction of substation and Transmission Lines
- 5.5.5 The progress shall be reviewed by the Independent Engineer against the Project Execution Plan. The Independent Engineer shall prepare its report on monthly basis and submit the same to Nodal Agency highlighting the progress achieved till the end of respective month vis-à-vis milestone activities, areas of concern, if any, which may

Central Transmission Utility of India Limited

28

Mundra I Transmission Limited



result in delay in the timely completion of the Project. Based on the progress, Nodal Agency and/ or CEA shall issue written instructions to the TSP to take corrective measures, as may be prudent for the timely completion of the Project. In case of any deficiency, the Nodal Agency would be at liberty to take action in accordance with the procedure of this Agreement.

- 5.5.6 For any delay in commissioning any critical Element(s), as identified in Schedule 1 & Schedule 2 of this Agreement, beyond a period of 45 days shall lead to a sequestration of 10% of the Contract Performance Guarantee.

5.6 Site regulations and Construction Documents

The TSP shall abide by the Safety Rules and Procedures as mentioned in Schedule 3 of this Agreement

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

5.7 Supervision of work:

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

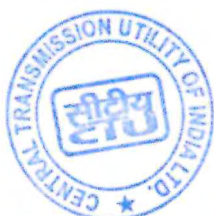
5.8 Remedial Measures:

The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the Independent Engineer and/ or CEA and/ or the Nodal Agency. However, such intimation by the Independent Engineer and/ or CEA and/ or the Nodal Agency and the subsequent effect of such remedial measures carried out by the TSP shall not relieve the TSP of its obligations in the Agreement. Independent Engineer and/ or CEA and/ or the Nodal Agency may carry out random inspections during the Project execution, as and when deemed necessary by it. If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the CEA and/ or the Nodal Agency, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement .

Central Transmission Utility of India Limited

29

Mundra I Transmission Limited



ARTICLE: 6**6 CONNECTION AND COMMISSIONING OF THE PROJECT****6.1 Connection with the Inter-Connection Facilities:**

- 6.1.1 The TSP shall give the RLDC(s), CTU, / STU, as the case may be, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Nodal Agency.
- 6.1.2 The RLDC / SLDC (as the case may be) or the CTU / STU (as the case may be), for reasonable cause, including non-availability of Interconnection Facilities as per Article 4.2, can defer the connection for up to fifteen (15) days from the date notified by the TSP pursuant to Article 6.1.1, if it notifies to the TSP in writing, before the date of connection, of the reason for the deferral and when the connection is to be rescheduled. However, no such deferment on one or more occasions would be for more than an aggregate period of thirty (30) days. Further, the Scheduled COD would be extended as required, for all such deferments on "day to day" basis.
- 6.1.3 Subject to Articles 6.1.1 and 6.1.2, any Element of Project may be connected with the Interconnection Facilities when:
- it has been completed in accordance with this Agreement and the Connection Agreement;
 - it meets the Grid Code, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended from time to time and all other Indian legal requirements, and
 - The TSP has obtained the approval in writing of the Electrical Inspector certifying that the Element is ready from the point of view of safety of supply and can be connected with the Interconnection Facilities.
- 6.1.4 It has satisfactorily met all the testing requirements as per Articles 6.1.4
- 6.1.5 Site Acceptance Test (SAT)/ pre-commissioning tests of all major substation equipment, component, system, facilities shall be successfully carried out before commissioning. The Type tests, FAT and SAT reports should be available at the substation / terminal station of HVDC installations for ready reference of operation and maintenance staff and has to be made available to the Independent Engineer appointed for quality monitoring or their authorised representatives, as and when

Central Transmission Utility of India Limited

30

Mundra I Transmission Limited



they wish to examine the same.

6.2 Commercial Operation:

- 6.2.1 An Element of the Project shall be declared to have achieved COD twenty four (24) hours following the connection of the Element with the Interconnection Facilities pursuant to Article 6.1 or seven (7) days after the date on which it is declared by the TSP to be ready for charging but is not able to be charged for reasons not attributable to the TSP subject to Article 6.1.2.

Provided that an Element shall be declared to have achieved COD only after all the Element(s), if any, which are pre-required to have achieved COD as defined in Schedule 2 of this Agreement, have been declared to have achieved their respective COD.

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

6.3 Compensation for Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event (affecting the Nodal Agency)

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

- a) In case of delay due to Direct Non Natural Force Majeure Event, TSP is entitled for Transmission Charges calculated on Target Availability for the period of such events in excess of three (3) continuous or non continuous Months in the

Central Transmission Utility of India Limited

31

Mundra I Transmission Limited



Transmission Service Agreement

manner provided in (c) below.

- b) In case of delay due to Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, TSP is entitled for payment for debt service which is due under the Financing Agreements, subject to a maximum of Transmission Charges calculated on Target Availability, for the period of such events in excess of three (3) continuous or non continuous Months in the manner provided in (c) below.
- c) In case of delay due to Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency, the TSP is entitled for payments mentioned in (a) and (b) above, after commencement of Transmission Service, in the form of an increase in Transmission Charges. These amounts shall be paid from the date, being the later of a) the date of cessation of such Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Nodal Agency and b) the completion of sixty (60) days from the receipt of the Financing Agreements by the Nodal Agency from the TSP.
Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation where the Force Majeure Event had not occurred.

For the avoidance of doubt, it is clarified that the charges payable under this Article 6.3.1 shall be recovered as per Sharing Regulations.

6.4 Liquidated Damages for Delay in achieving COD of Project:

- 6.4.1 If the TSP fails to achieve COD of any Element of the Project or the Project, by the Element's / Project's Scheduled COD or such Scheduled COD as extended under Articles 4.4.1 and 4.4.3, then the TSP shall pay to the Nodal Agency, a sum equivalent to 3.33% of Monthly Transmission Charges applicable for the Element of the Project [in case where no Elements have been defined, to be on the Project as a whole] / Project, for each day of delay up to sixty (60) days of delay and beyond that time limit, at the rate of five percent (5%) of the Monthly Transmission Charges applicable to such Element / Project, as liquidated damages for such delay and not as penalty, without prejudice to any rights of the Nodal Agency under the Agreement.

- 6.4.2 The TSP's maximum liability under this Article 6.4 shall be limited to the amount of liquidated damages calculated in accordance with Article 6.4.1 for and up to six (6) months of delay for the Element or the Project.

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

- 6.4.3 The TSP shall make payment to the Nodal Agency of the liquidated damages calculated

Central Transmission Utility of India Limited

32

Mundra I Transmission Limited



Transmission Service Agreement

pursuant to Article 6.4.1 within ten (10) days of the earlier of:

- a) the date on which the applicable Element achieves COD; or
- b) the date of termination of this Agreement.

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

- 6.4.4 If the TSP fails to pay the amount of liquidated damages to the Nodal Agency within the said period of ten (10) days, the Nodal Agency shall be entitled to recover the said amount of the liquidated damages by invoking the Contract Performance Guarantee. If the then existing Contract Performance Guarantee is for an amount which is less than the amount of the liquidated damages payable by the TSP to the Nodal Agency under this Article 6.3 and the TSP fails to make payment of the balance amount of the liquidated damages not covered by the Contract Performance Guarantee, then such balance amount shall be deducted from the Transmission Charges payable to the TSP. The right of the Nodal Agency to encash the Contract Performance Guarantee is without prejudice to the other rights of the Nodal Agency under this Agreement.
- 6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.

6.5 Return of Contract Performance Guarantee

- 6.5.1 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Nodal Agency within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.3 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Nodal Agency, Nodal Agency shall release the Contract Performance Guarantee, if any remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Nodal Agency shall also return / release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.1 to the extent the Contract Performance Guarantee is valid for an amount in excess of Rupees Fourty Five Crore Fifty Lakh (Rs. 45.50 Crore) [Amount to be inserted by the BPC, as computed in Article 3.3.3], or (ii) termination of this Agreement by the Nodal Agency as mentioned under Article 3.3.4 of this Agreement.
- 6.5.2 The release of the Contract Performance Guarantee shall be without prejudice to other rights of the Nodal Agency under this Agreement.

Central Transmission Utility of India Limited

33

Mundra I Transmission Limited



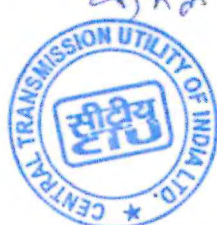
ARTICLE: 7**7 OPERATION AND MAINTENANCE OF THE PROJECT****7.1 Operation and Maintenance of the Project:**

The TSP shall be responsible for ensuring that the Project is operated and maintained in accordance with the regulations made by the Commission and CEA from time to time and provisions of the Act.

Central Transmission Utility of India Limited

34

Mundra I Transmission Limited



ARTICLE: 8**8 AVAILABILITY OF THE PROJECT****8.1 Calculation of Availability of the Project:**

Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per **Appendix –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024**, as applicable on the Bid Deadline and as appended in Schedule 6 of this Agreement.

8.2 Target Availability:

The Target Availability of each Element and the Project shall be **98%**.

Payment of monthly Transmission charges based on actual availability will be calculated as per para 1.2 of Schedule 4 of this Agreement.

If the availability of any Element or the Project is below the Target Availability, for six consecutive months in a Contract Year, the DIC(s) or the Nodal Agency may issue a show cause notice to the TSP, asking them to show cause as to why the Transmission Service Agreement be not terminated, and if no satisfactory cause is shown it may terminate the Agreement. If the Nodal Agency is of the opinion that the transmission system is of critical importance, it may carry out or cause to carry the operation and maintenance of transmission system at the risk and cost of TSP.



Central Transmission Utility of India Limited

35

Mundra I Transmission Limited



ARTICLE: 9**9 INSURANCES****9.1 Insurance:**

9.1.1 The TSP shall effect and maintain or cause to be effected and maintained during the Construction Period and the Operating Period, adequate Insurances against such risks, with such deductibles including but not limited to any third party liability and endorsements and co-beneficiary/insured, as may be necessary under

- a. any of the Financing Agreements,
- b. the Laws, and
- c. in accordance with Prudent Utility Practices.

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

9.2 Evidence of Insurance cover:

9.2.1 The TSP shall furnish to the Nodal Agency copies of certificates and policies of the Insurances, as and when the Nodal Agency may seek from the TSP as per the terms of Article 9.1

9.3 Application of Insurance Proceeds:

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

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

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

Central Transmission Utility of India Limited

36

Mundra I Transmission Limited



9.4 Effect on liability of the Nodal Agency / Designated ISTS Customers

- 9.4.1 The Nodal Agency and / or the Designated ISTS Customers shall have no financial obligations or liability whatsoever towards the TSP in respect of this Article 9.

Central Transmission Utility of India Limited

37

Mundra I Transmission Limited



ARTICLE: 10**10 BILLING AND PAYMENT OF TRANSMISSION CHARGES**

10.1 Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of the Sharing Regulations, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.

10.2 Calculation of Monthly Transmission Charges:

The Monthly Transmission Charges for each Contract Year including Incentive & Penalty payment shall be calculated in accordance with the provisions of Schedule 4 of this Agreement.

10.3 Rebate & Late Payment Surcharge:

The rebate and late payment surcharge shall be governed as per Sharing Regulations.

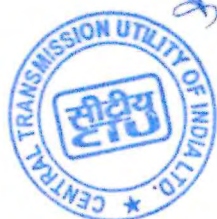
10.4 Disputed Bills, Default in payment by the Designated ISTS Customers & Annual Reconciliation:

Any Disputed Bill, Default in payment by the Designated ISTS Customers & Annual Reconciliation shall be governed as per Sharing Regulations.

Central Transmission Utility of India Limited

38

Mundra I Transmission Limited



ARTICLE: 11**11 FORCE MAJEURE****11.1 Definitions**

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

11.2.1 An Affected Party means any Party whose performance has been affected by an event of Force Majeure.

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

11.3 Force Majeure

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

a) Natural Force Majeure Events:

- i. act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions, which are in excess of the statistical measures for the last hundred (100) years; and
- ii. epidemic/ pandemic notified by Indian Governmental Instrumentality.

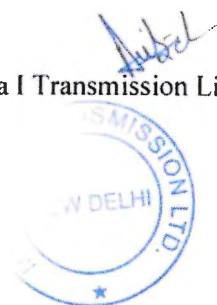
b) Non-Natural Force Majeure Events :

- i. Direct Non-Natural Force Majeure Events
 - Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Affected Party; or
 - the unlawful, unreasonable or discriminatory revocation of, or refusal to

Central Transmission Utility of India Limited

39

Mundra I Transmission Limited



Transmission Service Agreement

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

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

ii. Indirect Non - Natural Force Majeure Events

- act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or
- radio active contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or
- industry-wide strikes and labour disturbances, having a nationwide impact in India.

11.4 Force Majeure Exclusions

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

- Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the Project;
- Delay in the performance of any Contractors or their agents;
- Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment;
- Strikes or labour disturbance at the facilities of the Affected Party;

Central Transmission Utility of India Limited

40

Mundra I Transmission Limited



Transmission Service Agreement

- e) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and
- f) Non-performance caused by, or connected with, the Affected Party's:
 - i. negligent or intentional acts, errors or omissions;
 - ii. failure to comply with an Indian Law; or
 - iii. breach of, or default under this Agreement or any Project Documents.
- g) Any error or omission in the survey report provided by BPC during the bidding process.

11.5 Notification of Force Majeure Event

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

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

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

11.6 Duty to perform and duty to mitigate

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

Central Transmission Utility of India Limited

41

Mundra I Transmission Limited



11.7 Available Relief for a Force Majeure Event

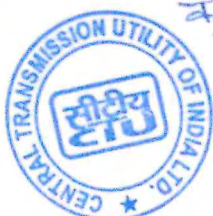
Subject to this Article 11,

- a) no Party shall be in breach of its obligations/ roles pursuant to this Agreement to the extent that the performance of its obligations/ roles was prevented, hindered or delayed due to a Force Majeure Event;
- b) each Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations/ roles under Articles 3.3.4, 4.4.2 and 6.3.1 of this Agreement.
- c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per **Appendix –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024** as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per **Appendix –IV to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2024**, then the Transmission Charges, as applicable to such Element(s), shall be payable as per Schedule 4, for the duration of such event(s).
- d) For so long as the TSP is claiming relief due to any Force Majeure Event under this Agreement, the Nodal Agency may, if it so desires, from time to time on one (1) day notice, inspect the Project and the TSP shall provide the Nodal Agency's personnel with access to the Project to carry out such inspections.
- e) For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost, incident expenditure, opportunity cost will be made to the TSP. However, if Scheduled COD is extended beyond a period of one hundred eighty (180) days due to Force Majeure event, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

Central Transmission Utility of India Limited

42

Mundra I Transmission Limited



ARTICLE: 12**12 CHANGE IN LAW****12.1 Change in Law**

12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law, subject to the provisions under Article 12.1.2;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;
- any change in the licensing regulations of the Commission, under which the Transmission License for the Project was granted if made applicable by such Commission to the TSP;
- change in wind zone; or
- any change in tax or introduction of any tax made applicable for providing Transmission Service by the TSP as per the terms of this Agreement.

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

- a) Taxes on corporate income; and
- b) Withholding tax on income or dividends distributed to the shareholders of the TSP.

12.2 Relief for Change in Law

12.2.1 During Construction Period, the impact of increase/decrease in the cost of the Project on the Transmission Charges shall be governed by the formula given in Schedule 9 of this Agreement.

12.2.2 During the Operation Period:

Central Transmission Utility of India Limited

43

Mundra I Transmission Limited



Transmission Service Agreement

During the operation period, if as a result of Change in Law, the TSP suffers or is benefited from a change in costs or revenue, the aggregate financial effect of which exceeds 0.30% (zero point three percent) of the Annual Transmission Charges in aggregate for a Contract Year, the TSP may notify so to the Nodal Agency and propose amendments to this Agreement so as to place the TSP in the same financial position as it would have enjoyed had there been no such Change in Law resulting in change in costs or revenue as aforesaid.

- 12.2.3 For any claims made under Articles 12.2.1 and 12.2.2 above, the TSP shall provide to the Nodal Agency documentary proof of such increase / decrease in cost of the Project / revenue for establishing the impact of such Change in Law.

In cases where Change in Law results in decrease of cost and it comes to the notice of Nodal Agency that TSP has not informed Nodal Agency about such decrease in cost, Nodal Agency may initiate appropriate claim.

12.3 Notification of Change in Law:

- 12.3.1 If the TSP is affected by a Change in Law in accordance with Article 12.1 and wishes to claim relief for such Change in Law under this Article 12, it shall give notice to Nodal Agency of such Change in Law as soon as reasonably practicable after becoming aware of the same.
- 12.3.2 The TSP shall also be obliged to serve a notice to the Nodal Agency even when it is beneficially affected by a Change in Law.
- 12.3.3 Any notice served pursuant to Articles 12.3.1 and 12.3.2 shall provide, amongst other things, precise details of the Change in Law and its estimated impact on the TSP.

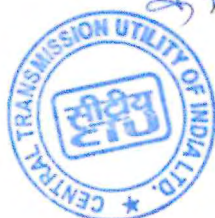
12.4 Payment on account of Change in Law

- 12.4.1 The payment for Change in Law shall be through a separate Bill. However, in case of any change in Monthly Transmission Charges by reason of Change in Law, as determined in accordance with this Agreement, the Bills to be raised by the Nodal Agency after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges.

Central Transmission Utility of India Limited

44

Mundra I Transmission Limited



ARTICLE: 13**13 EVENTS OF DEFAULT AND TERMINATION****13.1 TSP's Event of Default**

The occurrence and continuation of any of the following events shall constitute a TSP Event of Default, unless any such TSP Event of Default occurs as a result of any non-fulfilment of its obligations as prescribed under this Agreement by the Nodal Agency or a Force Majeure Event:

- a. After having taken up the construction of the Project, the abandonment by the TSP or the TSP's Contractors of the construction of the Project for a continuous period of two (2) months and such default is not rectified within thirty (30) days from the receipt of notice from the Nodal Agency in this regard;
- b. The failure to commission any Element of the Project by the date falling six (6) months after its Scheduled COD unless extended by Nodal Agency as per provisions of this Agreement;
- c. If the TSP:
 - i. assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or
 - ii. transfers or novates any of its obligations pursuant to this Agreement, in a manner contrary to the provisions of this Agreement;

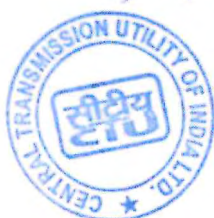
Except where such transfer is in pursuance of a Law and

- i. it does not affect the ability of the transferee to perform, and such transferee has the financial and technical capability to perform, its obligations under this Agreement;
- ii. is to a transferee who assumes such obligations under the Project and this Agreement remains effective with respect to the transferee;
- d. If:
 - i. The TSP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or
 - ii. any winding up or bankruptcy or insolvency order is passed against the TSP; or
 - iii. the TSP goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, Provided that a dissolution or liquidation of the TSP will not be a TSP's Event of Default, where such dissolution or liquidation of the TSP is for

Central Transmission Utility of India Limited

45

Mundra I Transmission Limited



Transmission Service Agreement

the purpose of a merger, consolidation or reorganization with the prior approval of the Commission as per the provisions of Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006 or as amended from time to time; or

- e. Failure on the part of the TSP to comply with the provisions of Article 19.1 of this Agreement; or
- f. the TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Nodal Agency in this regard; or
- g. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of 98% [to be inserted by the BPC as applicable] [98% for AC system and 95% for HVDC system], for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any continuous aggregate period of eighteen(18) months except where the Availability is affected by Force Majeure Events as per Article 11; or
- h. any of the representations and warranties made by the TSP in Article 17 of this Agreement being found to be untrue or inaccurate. Further, in addition to the above, any of the undertakings submitted by the Selected Bidder at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its Parent Company / Affiliates related to the minimum equity obligation; or
- i. the TSP fails to complete / fulfil all the activities / conditions within the specified period as per Article 3; or
- j. except for the reasons solely attributable to Nodal Agency, the TSP is in material breach of any of its obligations under this Agreement and such material breach is not rectified by the TSP within thirty (30) days of receipt of notice in this regard from the Nodal Agency; or
- k. the TSP fails to take the possession of the land required for location specific substations, switching stations or HVDC terminal or inverter stations and / or fails to pay the requisite price to the parties and / or any State Government authority from whom the land is acquired, within twelve (12) months from the Effective Date.

13.2 Termination Procedure for TSP Event of Default

- a. Upon the occurrence and continuance of any TSP's Event of Default under Article 13.1 the Nodal Agency may serve notice on the TSP, with a copy to the CEA and the Lenders' Representative, of their intention to terminate this Agreement (a "Nodal Agency's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Nodal Agency's Preliminary Termination Notice.
- b. Following the issue of a Nodal Agency's Preliminary Termination Notice, the Consultation Period shall apply and would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

Central Transmission Utility of India Limited

46

Mundra I Transmission Limited



- c. During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement, and the TSP shall not remove any material, equipment or any part of the Project, without prior consent of the Nodal Agency.

Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Nodal Agency's Preliminary Termination Notice shall have ceased to exist or shall have been remedied, this Agreement may be terminated by the Nodal Agency by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to CEA and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

Further, the Nodal Agency may also initiate proceedings to blacklist the TSP & its Affiliates from participation in any RFP issued by BPCs for a period of 5 years.

13.3 Procedure for Nodal Agency's non-fulfilment of Role

- a. Upon the Nodal Agency not being able to fulfil its role under Article 4.2, the TSP may serve notice on the Nodal Agency, with a copy to CEA and the Lenders' Representative (a "TSP's Preliminary Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such non-fulfilment of role by the Nodal Agency.
- b. Following the issue of a TSP's Preliminary Notice, the Consultation Period shall apply.
- c. The Consultation Period would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant non-fulfilment of role by the Nodal Agency including giving time extension to TSP, having regard to all the circumstances.
- d. During the Consultation Period, both Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations/ roles under this Agreement.

13.4 Termination due to Force Majeure

- 13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, the Nodal Agency shall have the right to cause termination of the Agreement. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.1.

Central Transmission Utility of India Limited

47

Mundra I Transmission Limited



Transmission Service Agreement

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

13.5 Termination or amendment due to non-requirement of any Element or Project during construction

13.5.1 In case any Element or Project, which is under construction, is no longer required due to any reason whatsoever, the Nodal Agency may issue a notice to this effect to the TSP.

13.5.2 Nodal agency may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Nodal Agency shall issue copy of such notice to Lenders. In the notice, Nodal Agency shall also include an assessment of the physical progress made by TSP in the Element/ Project (as the case may be) that is no longer required.

13.5.3 The TSP shall neither carry out further investment nor carry out any work on the Element/ Project (as the case may be) that is no longer required after delivery of the notice.

13.5.4 After taking into account the comments of the TSP, the Nodal Agency may terminate the Agreement or amend it if both Parties agree to the amendment.

13.6 Revocation of the Transmission License

13.6.1 The Commission may, as per the provisions of the Electricity Act, 2003, revoke the Transmission License of the ISTS Licensee. Further, in such a case, the Agreement shall be deemed to have been terminated.

13.7 Termination Payment

13.7.1 If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, Nodal Agency's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Nodal Agency shall take over the Project Assets.

Central Transmission Utility of India Limited

48

Mundra I Transmission Limited



ARTICLE: 14**14 LIABILITY AND INDEMNIFICATION****14.1 Indemnity**

14.1.1 The TSP shall indemnify, defend and hold the Nodal Agency harmless against:

- (a) any and all third party claims, actions, suits or proceedings against the Nodal Agency for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the TSP of any of its obligations under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of Nodal Agency; and
- (b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by the Nodal Agency from third party claims arising by reason of:
 - i. a breach by the TSP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the TSP, for which specific remedies have been provided for under this Agreement) except to the extent that any such losses, damages, costs and expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") has arisen due to a negligent act or omission, breach of this Agreement or non-fulfilment of statutory duty on the part of the Nodal Agency, or
 - ii. any of the representations and warranties of the TSP under this Agreement being found to be inaccurate or untrue.

14.1.2 The Nodal Agency shall, in accordance with the Regulations framed by CERC in this regard, indemnify, defend and hold the TSP harmless against:

- (a) any and all third party claims, actions, suits or proceedings against the TSP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of any material breach by the Nodal Agency of any of their roles under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents; and
- (b) any and all losses, damages, costs and expenses including legal costs, fines,

Central Transmission Utility of India Limited

49

Mundra I Transmission Limited



Transmission Service Agreement

penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the TSP from third party claims arising by reason of:

- i. any material breach by the Nodal Agency of any of its roles under this Agreement (provided that, this Article 14 shall not apply to such breaches by the Nodal Agency, for which specific remedies have been provided for under this Agreement), except to the extent that any such Indemnifiable Losses have arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents or
- ii. any of the representations and warranties of the Nodal Agency under this Agreement being found to be inaccurate or untrue.

14.2 Patent Indemnity:

14.2.1

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

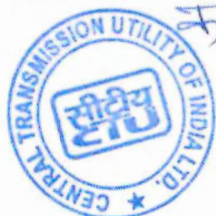
Such indemnity shall not cover any use of the Project or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Agreement, any infringement resulting from the misuse of the Project or any part thereof, or any products produced in association or combination with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

- (b) If any proceedings are brought or any claim is made against the Nodal Agency arising out of the matters referred to in Article 14.2.1(a), the Nodal Agency shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Nodal Agency of all actions taken in such proceedings or claims.
- (c) If the TSP fails to notify the Nodal Agency within twenty-eight (28) days after

Central Transmission Utility of India Limited

50

Mundra I Transmission Limited



Transmission Service Agreement

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

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

14.2.2

- (a) The Nodal Agency, in accordance with the Regulations framed by CERC in this regard, subject to the TSP's compliance with Article 14.2.2(b) shall indemnify and hold harmless the TSP and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the TSP may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.
- (b) If any proceedings are brought or any claim is made against the TSP arising out of the matters referred to in Article 14.2.2 (a) the TSP shall promptly give the Nodal Agency a notice thereof, and the Nodal Agency shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The Nodal Agency shall promptly notify the TSP of all actions taken in such proceedings or claims.
- (c) If the Nodal Agency fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Nodal Agency. Unless the Nodal Agency has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim.
- (d) The TSP shall, at the Nodal Agency request, afford all available assistance to the Nodal Agency in attending to such proceedings or claim, and shall be reimbursed by the Nodal Agency for all reasonable expenses incurred in so doing.

Central Transmission Utility of India Limited

51

Mundra I Transmission Limited



14.3 Monetary Limitation of liability

14.3.1 A Party ("Indemnifying Party") shall be liable to indemnify the other Party ("Indemnified Party") under this Article 14 for any indemnity claims made in a Contract Year only up to an amount of Rupees 3.03 Crore (Rs. Three Crore Three Lakh Only).

14.4 Procedure for claiming indemnity

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

Provided however that, if:

- i. the Parties choose to contest, defend or litigate such claim, action, suit or proceedings in accordance with Article 14.4.3 below; and
- ii. the claim amount is not required to be paid/deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

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

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

Central Transmission Utility of India Limited

52

Mundra I Transmission Limited

