

**BEFORE THE CENTRAL ELECTRICITY REGULATORY**

**COMMISSION, NEW DELHI**

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

**IN THE MATTER OF**

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

**AND IN THE MATTER OF**

**SERENTINCA RENEWABLES INDIA 4 PVT. LTD**

...Applicant

**AND**

**CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED &  
ORS.**

.....Respondents

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**FILED BY**

**APPLICANT / PETITIONER**

**THROUGH**

**NEETI NIYAMAN**

**Counsel for Applicant**

A-142, GROUND FLOOR,

NEETI BAGH, NEW DELHI – 110049

PH: 011-46594466

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

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

Date: 22.05.2023

Place: New Delhi



A

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

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

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

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

You are requested to kindly register the accompanying applications.

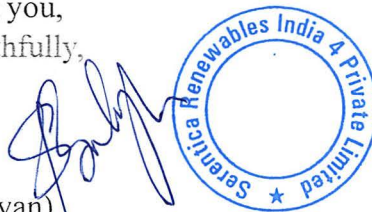
Thanking you,  
Yours faithfully,

(Balaji Sivan)

Serentica Renewables India 4 Private Limited (SRI4PL)

Mobile: +91 8527544855

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



## FORM 1

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

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

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



D

	(a) Transaction Id, Reference No, Payment Id (b) Date of remittance (c) Amount remitted.	a13cfd3430514564adb6 17404789527 22.05.2023 Rs. 1,00,000/- (Rupees One lac Only)
	<b>Note: While Sl. Nos. 1 to 3 and 16 are compulsory, the rest may be filled up as applicable</b>	
	Date: 22.05.2023	

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

E

R-1

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


R-2

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



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R-3

		<b>DTDC Express Limited</b> Regd. Office: No-3, Victoria Road Bengaluru - 560047	
<b>ORIGIN</b>		<b>DEST.</b>	
<b>POUCH NO.</b>		<b>DATE</b>	
<b>Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction.</b>			
The consignment note is not a tax invoice. A tax invoice will be made available by DTDC or its channel partner as the case may be, upon request.			
<b>1</b> Sender's (Consignor) Name: _____ Company Name & Address: _____ City: _____ State: <u>KA</u> PIN Code: _____ Sender's GSTIN*: _____		<b>2</b> Recipient's (Consignee) Name: <u>Nindashan EN</u> Company Name & Address: _____ City: <u>Bengaluru</u> State: <u>KA</u> PIN Code: <u>560009</u> Recipient's GSTIN*: _____	
<b>3</b> Nature of consignment (✓) <input checked="" type="checkbox"/> Dox <input type="checkbox"/> Non-Dox <input type="checkbox"/> Total Num Pcs: _____ DIM 1: L _____ cm X B _____ cm X H _____ cm X _____ Pcs Actual Wt.: _____ kg DIM 2: L _____ cm X B _____ cm X H _____ cm X _____ Pcs Volumetric Wt.: _____ kg DIM 3: L _____ cm X B _____ cm X H _____ cm X _____ Pcs Chargeable Wt.: _____ kg		<b>4</b> Description of Content _____ Total Value of consignment for carriage / E-Way bill _____	
<b>5</b> Paper Work Enclosures _____		<b>6</b> Type of consignment (✓) <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non Commercial <input type="checkbox"/> <b>7</b> Value Added Services <input type="checkbox"/> Not Available <input type="checkbox"/> <b>CN Expiry Date</b> _____	
<b>10</b> I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transporting		<b>8</b> Mode (✓) <input checked="" type="checkbox"/> Surface <input type="checkbox"/> Air Cargo <input type="checkbox"/> Express <input type="checkbox"/> Consignment Number: <u>Z16161363</u>	
<b>9</b> Charges Amount(₹) a) Tariff (incl. Of FSC + Taxes) _____ b) Risk Surcharge _____ c) Total amount (a+b) _____ Above charges are inclusive of GST & other taxes if applicable Mode of Payment: Cash <input type="checkbox"/> Card <input type="checkbox"/> Wallet <input type="checkbox"/>		<b>11</b> Booking Branch / Franchisee Code _____	
Sender's Signature & Seal _____ Date: _____ Time: _____ AM/PM I have read and understood terms & conditions printed overleaf of this consignment note and I agree to the same.		<b>12</b> Risk Surcharge _____ Owner _____ Carrier _____	
<a href="http://www.dtdc.in">http://www.dtdc.in</a>    <a href="mailto:customersupport@dtdc.com">customersupport@dtdc.com</a>    +91-7305770577 <b>SENDER COPY</b> <b>March 2023</b>			



6

**BEFORE THE CENTRAL ELECTRICITY REGULATORY  
COMMISSION,**

**NEW DELHI**

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

**IN THE MATTER OF**

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

**MEMO OF PARTIES**

**AND IN THE MATTER OF:**

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

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

**...APPLICANT/PETITIONER**

**AND**

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

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



H

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

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

3. **HINDUSTAN ZINC LIMITED,**

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

... RESPONDENTS

**FILED BY**

**APPLICANT / PETITIONER**

**THROUGH**

**NEETI NIYAMAN  
Counsel for Applicant**

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

PH: 011-46594466

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

**Date: 22.05.2023**

**Place: New Delhi.**

**BEFORE THE CENTRAL ELECTRICITY REGULATORY****COMMISSION, NEW DELHI****PETITION NO. \_\_\_\_\_ TL/2023****IN THE MATTER OF**

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

**AND IN THE MATTER OF****SERENTINCA RENEWABLES INDIA 4 PVT. LTD,**

Through its Authorized Signatory,

Its registered office located at DLF Cyber Park,

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

Phase-3, Gurugram – 122008

.... Applicant

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

Through its authorized representative

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

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

Through its authorized representative

Member Secretary, G5QQ+W4J,

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

**3. HINDUSTAN ZINC LIMITED**

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

.....Respondents

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

**MOST RESPECTFULLY SHOWETH:**

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

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

## BACKGROUND

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

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



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

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

Contracted Capacity

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

Delivery Point

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

Drawl Point

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

Dedicated Transmission Line

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

Round the Clock basis

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

Article 3.1.1 (iii)

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

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

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

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

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

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

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

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

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

#### Article 4.2.2

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

##### 4.2.1 .....

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

*(a) selected through the process under the guidelines for competitive bidding, or*

*(b) a state owned or controlled company identified as a project developer on or before 5.1.2011, or*

*(c) a generating company which has established the dedicated transmission line, and intends to use such dedicated transmission line as the main transmission line and part of the inter-State transmission system”*

**“24. Power to Relax**

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

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

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

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

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

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

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

### **PRAYERS**

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

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




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

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

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

**THROUGH**

  
**NEETI NIYAMAN**  
**Counsel for Applicant**  
A-142, GROUND FLOOR,  
NEETI BAGH, NEW DELHI – 110049  
PH: 011-46594466  
Email: [avijet@neetiniyaman.co](mailto:avijet@neetiniyaman.co) ;  
[litigation@neetiniyaman.co](mailto:litigation@neetiniyaman.co);  
[court.clerk@neetiniyaman.co](mailto:court.clerk@neetiniyaman.co)

**Date: 22.05.2023**

**Place: New Delhi**

BEFORE THE CENTRAL ELECTRICITY REGULATORY  
COMMISSION, NEW DELHI

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

IN THE MATTER OF:

SERENTINCA RENEWABLES INDIA 4 PVT. LTD

...APPLICANT / PETITIONER

VERSUS

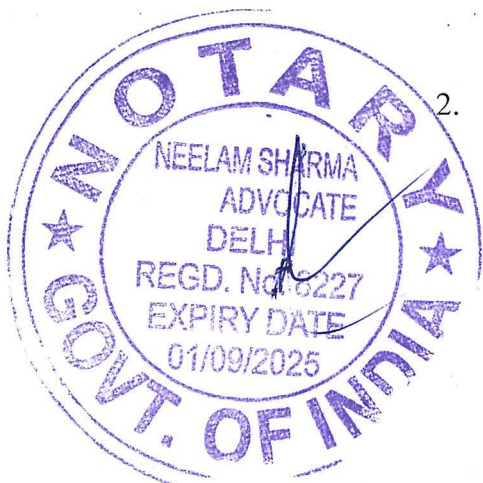
CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED &  
Ors.

... RESPONDENTS

**AFFIDAVIT**

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

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



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

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

### VERIFICATION

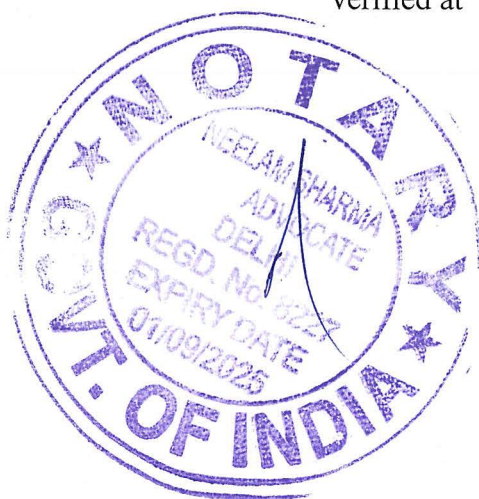
I, the deponent above named do hereby verify that the contents of my above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

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

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




22 MAY 2023

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



**ATTESTED**  
*[Signature]*  
 NOTARY (Govt. of India)  
 Neelam Sharma  
 Advocate  
 Ch. No. 1012, Gate No. 11  
 Patiala House Courts,  
 New Delhi-110001  
 (M) 9899408301

22 MAY 2023

Non Judicial		<b>Indian-Non Judicial Stamp Haryana Government</b>		Date : 02/09/2022
Certificate No.	G0B202211065		Stamp Duty Paid : ₹ 500 (Rs. Only)	
GRN No.	93907741		Penalty : ₹ 0 (Rs. Zero Only)	
<b><u>Seller / First Party Detail</u></b>				
Name:	Serentica Renewables india four Private limited			
H.No/Floor :	9floor	Sector/Ward :	20	LandMark : Dlf cyber park tower b udyog vihar
City/Village :	Gurugram	District :	Gurugram	State : Haryana
Phone:	70*****00			
<b><u>Buyer / Second Party Detail</u></b>				
Name :	Hindustan Zinc Limited			
H.No/Floor :	Na	Sector/Ward :	Na	LandMark : Yashad bhavan
City/Village:	Udaipur	District :	Udaipur	State : Rajasthan
Phone :	70*****00			
Purpose :	GENERAL AGREEMENT			

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

**CERTIFIED TRUE COPY**

For Serentica Renewables India Private Limited

  
Authorised Signatory

**CERTIFIED TO BE TRUE COPY**

  
Authorised Signatory

For HINDUSTAN ZINC LIMITED



Non Judicial



# Indian-Non Judicial Stamp Haryana Government



Date : 02/09/2022

Certificate No. G0B20221124



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 93896985



Penalty : ₹ 0

(Rs. Zero Only)

## Seller / First Party Detail

Name: Serentica Renewables india four Private limited

H.No/Floor : 9floor

Sector/Ward : 20

LandMark : Dlf cyber park tower b udyog vihar

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 70\*\*\*\*\*00



## Buyer / Second Party Detail

Name : Hindustan Zinc Limited

H.No/Floor : Na

Sector/Ward : Na

LandMark : Yashad bhavan

City/Village: Udaipur

District : Udaipur

State : Rajasthan

Phone : 70\*\*\*\*\*00

Purpose : GENERAL AGREEMENT

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

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For Serentica Renewables India 4 Private Limited

Authorized Signatory

FOR HINDUSTAN ZINC LIMITED

Authorized Signatory

This Power Delivery Agreement (the "PDA") is made at Gurugram on this 2nd day of September 2022:

**BY AND BETWEEN**

**Serentica Renewables India 4 Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at DLF Cyber Park, 9<sup>th</sup> Floor, Tower B, Udhog Vihar, Sector 20, Phase-3, Gurugram – 122008 (hereinafter referred to as the "**Developer**" which expression shall include its successors and assigns);

**Hindustan Zinc Limited**, a company incorporated under Indian laws and having its registered office at Yashad Bhavan, Udaipur, Rajasthan- 313004 (hereinafter referred to as the "**Captive User**" which expression shall include its successors and assigns); and

The Developer and the Captive User are each individually referred to as a "**Party**" and collectively as the "**Parties**".

**WHEREAS**

- A. Developer proposes to set-up the Renewable Energy Project (the "**Project**") for captive sourcing of Contracted Capacity on Round the Clock ("**RTC**") basis to Captive User under captive arrangement on long term basis as per the terms of the Transaction Documents. The Project shall be established with a rated power capacity of one source (wind or solar) shall be at least 33 per cent (+/- 10 percent) of the total Contracted Capacity. The Developer is a special purpose vehicle incorporated for setting up the Project wherein the Captive User shall own 26% equity shares with voting rights. The Developer will be responsible for Operation & Maintenance of the Project for the entire Term of this Agreement.
- B. The Captive User agrees to procure Renewable Energy from the Project up to the Contracted Capacity at a pre-determined rate as per Article 9 of this Agreement and as per the terms of this Agreement.
- C. The Parties have agreed to record their understanding with respect to the aforementioned sourcing of Renewable Energy and their respective rights and obligations in respect of the same by way of this PDA.

**IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1: DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The terms 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 notification issued by the Appropriate Government / Appropriate Authority, as amended or re-enacted from time to time.

**CERTIFIED TO BE TRUE COPY**  
For **HINDUSTAN ZINC LIMITED**

Authorised Signatory

For Serentica Renewables India 4 Private Limited

*[Signature]*

Authorised Signatory

**CERTIFIED TRUE COPY**



Term	Definition
	relevant event having regard to all the circumstances;
"Contracted Capacity"	shall mean 200 MW RTC basis capacity contracted with Captive User for sourcing by the Developer to Captive User at the Delivery Point from the Project as per the terms agreed in this Agreement;
"Contract Year"	shall mean the period beginning from the Effective Date 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: (i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing April 1 and ending on March 31, and provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;
"CU OCRPS Subscription Amount"	Shall have the same meaning ascribed to it in the Investment Agreement;
"Day"	Shall mean a day, if not a Business Day, the immediately succeeding Business Day;
"Day- Ahead Schedule"	Shall have the same meaning as ascribed under the Central Electricity Regulatory Commission (The Indian Electricity Grid Code) Regulations, 2010 as amended from time to time;
"Debt Due"	Shall mean the aggregate of the following sums expressed in Indian Rupees/USD outstanding on the relevant date: (i) the principal amount of the debt provided by the Lenders under the applicable financing agreements for financing the total project cost (the "Principal"); (ii) all accrued interest, financing fees and charges payable under the financing agreements on, or in respect of, the debt referred to in sub-clause (i) above until the relevant date.
"Dedicated Transmission Line"	Shall mean the 400/220 kV transmission line to be constructed by the Developer connecting the Switchyard of Captive User with the Drawl Point;
"Delivery Point"	Shall mean a single point or multiple points at the voltage level of 220 kV or above of the ISTS Sub-station(s) including the dedicated transmission lines connecting the Project/ individual component with the Grid. Metering shall be done at this interconnection point where the power is injected into the Delivery Point. For interconnection with grid and metering i.e., at the Delivery Point, the Developer shall abide by the relevant and applicable regulations, Grid Code notified by the CERC or and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from

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For HINDUSTAN ZINC LIMITED

Authorised Signatory

For Secretariat Renewable India Private Limited

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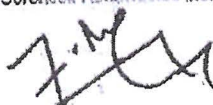
Authorised Signatory

Term	Definition
	time to time, or orders passed thereunder by the appropriate commission or CEA.  Subject to the terms of this Agreement all charges and losses related to Transmission of power from project up to Delivery Point (including but not limited to open access; transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC/SLDC charges etc.) as notified by the competent authority / regulator shall be borne by the Developer and beyond the Delivery Point all charges and losses as notified by the competent authority / regulator from time to time shall be borne by Captive User;
"Developer's Parent Company" or "Developer's Parent"	Shall mean Srentica Renewables India Private Limited;
Developer Securities	Shall mean SRIPL Securities as defined in the Investment Agreement;
"Dispute"	shall mean any dispute or difference of any kind between Captive User and the Developer, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Drawl Point"/	Shall mean the point at the voltage level of 220 kV or above of the ISTS Sub-station(s) where the power is drawn through interconnecting lines by the Captive User;
"Due Date"	shall mean the thirtieth (30th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is cleared by the Energy Auditor, as the case may be, and the intimation of the audit is received by the Captive User or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the Captive User;
"Effective Date"	Shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
"Electricity Laws"	Shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Authority;
"Energy Accounts"	Shall mean the Regional Energy Accounts ("REA")/State Energy Accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof or where such regional energy accounts/ state energy accounts are not issued, the order of preference shall be considered as under

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For HINDUSTAN ZINC LIMITED

For Srentica Renewables India Private Limited



Authorized Signatory

Authorized Signatory



Term	Definition
	commissioning at one project site shall be at least 50 MW, without prejudice to the imposition of penalty, in terms of this Agreement on the part which is not commissioned;
"Prudent Practice" Utility	Shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Project and the requirement under Applicable Law and the physical conditions at the site of the Project;
"RBI"	Shall mean the Reserve Bank of India;
"Rebate"	Shall have the same meaning as ascribed thereto in Article 10.6 of this Agreement;
"Renewable Energy / RE"	Shall mean energy from solar or wind-based generation or a hybrid of wind, solar and hydro based generation with or without Storage infrastructure;
"Receiving Sub-Station"	Shall mean the point of connection between the Drawl Point and the Captive User premises;
"Review Meeting"	Shall mean and include meetings held in terms of Article 3.1. and Article 10 of this Agreement to review terms of this Agreement and / or held for the purpose of annual reconciliation as provisioned under Article 10 of this Agreement;
"RLDC"	Shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;
"RPC"	Shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Round the Clock" basis / "RTC" basis	Shall mean the Renewable Energy sourced to achieve a minimum commitment of 70 percent of the Contracted Capacity (corresponding to a consistent load of 200 MW of the Captive User) on annual basis at the Delivery Point;
"Rupees", "Rs.", "₹"	Shall mean Indian rupees, the lawful currency of India;
"Scheduled Commissioning Date" or "SCD" of the	Shall mean, subject to other terms of this Agreement, the date expiring on the completion of 24 months from the infusion of entire Equity Contribution by the Captive User or as mutually agreed and extended by the Parties. Further, the extended date as agreed between the Parties

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For HINDUSTAN ZINC LIMITED

*[Signature]*  
Authorized Signatory

Authorized Signatory

### ARTICLE 3: CONDITIONS PRECEDENT & CONDITIONS SUBSEQUENT

#### 3.1 Satisfaction of conditions precedent by the Developer

3.1.1 The Developer shall endeavour to procure within 12 months from the date of execution of this Agreement:

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

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

- (ii) Open Access from the Delivery Point to the Drawl Point from CTU, to enable injection of power from the Project to the ISTS Grid sub-station, commensurate to the Term of the PDA;
- (iii) Connectivity through the Dedicated Transmission Line at the behest of the Captive User from the Drawl Point till the Switchyard of the Captive User's end from CTU / Appropriate Authority, commensurate to the Term of the PDA;
- (iv) Ratification of ISTS charges waiver by the CERC/Appropriate Authority.

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

3.1.2 The Parties hereby agree to review the progress on condition(s) as mentioned in Article 3.1.1 above, at regular interval of three months. Based on such evaluation, the parties may mutually agree to revise the Project related timelines including the Scheduled Commissioning Date.

3.1.3 In the event the condition mentioned in Article 3.1.1 (i) is achieved but the ratification of waiver of the ISTS charges as mentioned in Article 3.1.1 (iv) cannot be procured, then Parties shall mutually evaluate the economic impact of non-availability of waiver of the ISTS charges and evaluate the possibility of revision of the ACCSP, including evaluating the possibility to share the ISTS Charges, if applicable. In the event the Parties fail to agree on any revision in the ACCSP or sharing of the ISTS Charges, either Party may choose to terminate this Agreement, after giving a prior written notice of seven (7) days. The termination shall come into effect only upon expiry of such notice.

3.1.4 In case of inability of the Developer to fulfil the conditions specified in Article 3.1.1 due to any Force Majeure event, the time period for fulfilment of the Condition Precedent as mentioned in Article 3.1.1, shall be extended for the period of such Force Majeure Event. Provided that due to the provisions of this Article 3.1.4, any increase in the time period for completion of conditions precedent shall also lead to an equal extension in the SCD. Provided that, if any extension in the SCD under this Article 3.1.4 results in the SCD falling beyond the ISTS Waiver Date, the Parties shall mutually evaluate the economic impact of non-availability of waiver of the ISTS charges and evaluate the possibility of revision of the

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For HINDUSTAN ZINC LIMITED

Authorised Signatory

For Serenitec Renewables India 4 Private Limited

Authorised Signatory



#### ARTICLE 4: EQUITY CONTRIBUTION, CONSTRUCTION & DEVELOPMENT OF THE PROJECT

##### 4.1 Equity Contribution from the Captive User

- 4.1.1 The Captive User shall at all times maintain compliance with the Captive Rules / Applicable Laws read with the terms and conditions of the Transaction Documents for the entire Term, in order to ensure captive status for the Project. In the event of any change in Applicable Laws concerning the statutory requirement of maintaining the captive status in the Project, the Developer shall as soon as practicably possible, shall inform the same to the Captive User, who shall take necessary steps to comply with such change in Applicable Laws. In the event of failure of the Captive User to infuse funds in breach of its funding obligations under the Transaction Documents, the Developer shall have right to terminate this Agreement. Provided that it shall be the responsibility of the Developer and Developer's Parent to allow and facilitate the investment by the Captive User in such instruments/securities and on such terms and conditions that shall enable compliance with the Captive Rules in the most expedient manner.
- 4.1.2 Any default by the Captive User in not maintaining equity as per the Captive Rules/ Applicable Laws which leads to any costs including additional charges/ penalties/ damages, including Open Access charges & losses, cross subsidy surcharge, etc., shall be the responsibility of the Captive User and such costs will be borne by and paid by the Captive User.
- 4.1.3 The Captive User shall infuse the entire the Equity Contribution in the Developer in the manner and as per the timelines prescribed in the Investment Agreement.
- 4.1.4 The Captive User shall allow the Developer to pledge its shareholding in the Developer in favour of the Lenders of the Project, if required by the Lenders for Financial Closure of the Project. For this purpose, the Captive User shall obtain all requisite internal approvals to enable said pledge from its Lender.
- 4.1.5 The Captive User shall execute all documents to enable timely achievement of the Financial Closure for the Project including giving consent, executing documents etc. as deemed necessary by the Lenders of the Project.

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

- 4.2.1 The Developer shall be solely responsible for making arrangements for land & associated infrastructure for development of the Project and the connectivity of the Project with the CTU ISTS sub-station at the Delivery Point for confirming the evacuation of power by the SCD and all clearances related thereto.
- 4.2.2 The Developer, at its own discretion and cost, either itself or through any of its subsidiaries or affiliates or permitted assigns, shall be responsible for construction, operation and maintenance of the Dedicated Transmission Line, within the timeline prescribed for SCD. The Developer shall take all necessary steps to synchronize the Dedicated Transmission Line with the Switchyard at Captive User's end, however, it shall be Captive User's obligation to make available the Switchyard at Captive User's end to the Developer to enable it take steps for synchronisation. The Developer shall not be liable for any loss/damage/penalty under this Agreement, if the Dedicated Transmission Line is ready for regular service but is delayed being put in use on account of reasons not attributable to the Developer. In case the Captive User delay in making available the required equipment and bay/switchyard etc. for the purpose of synchronisation of the Dedicated Transmission Line and the Project is ready to

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

- 4.2.3 The Developer shall be solely responsible for obtaining all material Consents, Clearances and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. Captive User shall provide necessary support, as sought by Developer, for associated submissions to any department/agency or the Govt. for the grant of permits/approvals/clearances for the Project. The Developer shall, on his own, obtain permissions/ sanctions from Government Authorities, if any required for establishing the Project. Any steps that may be taken by the Captive User in regard to grant of such consents and permits or any other approval to be taken by the Developer shall only be a voluntary endeavour with no intention of being bound by any legal or binding obligation.
- 4.2.4 The Developer shall be solely responsible for designing, constructing, erecting, commissioning, completing and testing the Project in accordance with the Applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- 4.2.5 The Developer shall be solely responsible for providing power upto the Contracted Capacity to Captive User no later than the SCD and continue to provide power from the Project throughout the term of the Agreement.
- 4.2.6 The Developer shall be solely responsible for connecting the Project switchyard with the Interconnection Facilities at the Delivery Point; the Developer shall make adequate arrangements to connect the Project switchyard with the Interconnection Facilities at the Delivery Point to enable flow of power from the Project.
- 4.2.7 The Developer shall be solely responsible for consent(s)/ clearance(s) / ratification(s) required in terms of Article 3.1.1 of this Agreement. Any bank guarantees to be submitted with any authority for the purposes of securing the Long-Term Access and execution of the above-mentioned transmission service agreement, shall be provided by the Captive User. The Captive User shall provide all necessary support to the Developer and execute and deliver all necessary documents as may be required by the Developer for the above purposes. In case the agreement is terminated due to default of a Party and consequently the connectivity and/ or Open Access procured for the purpose of supply under this Agreement is required to be surrendered or relinquished, the costs for the same shall be borne by the defaulting Party. It is hereby clarified that no cost for surrender or relinquishment of the connectivity and/or Open Access shall be payable by the Developer and/or the Developer Parent to the Captive User in the event of termination of the Agreement by mutual consent at any time or due to expiry of the term of the Agreement.
- 4.2.8 The Developer being Regional Entity shall be responsible for directly coordinating and dealing with the corresponding Captive User, Load Dispatch Centres, Regional Power Committees, and any other Appropriate Authority in all respects in regard to declaration of availability, scheduling and dispatch of Renewable Energy and due compliance with deviation and settlement mechanism and the Applicable Law.
- 4.2.9 The Developer shall ensure that the Project being implemented under this Agreement shall fulfil the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof,
- 4.2.10 As part of scheduling of power from the Project, the Developer will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the

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Authorised Signatory

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## CENTRAL TRANSMISSION UTILITY OF INDIA LTD.

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

(A Government of India Enterprise)

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

10/02/2023

**Shri Vishnu Khandelwal**

Manager Renewable Power

Hindustan Zinc Limited

Yashad Bhawan, Udaipur, Rajasthan

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

Dear Sir,

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

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

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

**Chief General Manager (Commercial, Regulatory & Legal)**

Central Transmission Utility of India Limited

Saudamini, Plot No. - 2, Sector - 29,

Near IFFCO Chowk, Gurgaon - 122 001

Tel: 0124-2822317

Thanking you,

Yours faithfully,

*(Signature)* 10/02/23  
(Kashish Bhambhani)  
General Manager (CTU)

Copy to:

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

**Intimation for Grant of Connectivity**

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





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

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

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

Load 200 MW

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

Load 01/07/2024

**Note:**

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

*Handwritten signature*



7. That the applicant shall keep the CTU and RLDC/NLDC indemnified at all times and shall undertake to indemnify, defend and keep the CTU, RLDC/NLDC harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and; all other obligations by or to third parties, arising out of or resulting from the grant of Connectivity.
8. The grantee shall abide by all provisions of (i) the Electricity Act, 2003 and amendments thereof; (ii) the CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access In inter-State Transmission and related matters) Regulations, 2009 and amendments thereof; (iii) Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and amendments thereof; (iv) Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulations, 2010 and amendments thereof; (v) Central Electricity Authority (Grid Standard) Regulations, 2010; (vi) Central Electricity Authority (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulations, 2011; (vii) Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010 and amendments thereof; (viii) Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and amendments thereof; (ix) Central Electricity Authority (Technical Standards for Communication System in Power System Operations) Regulations, 2020; (x) Central Electricity Regulatory Commission (Communication System for Inter –State transmission of Electricity) regulations, 2017 (xi) Indian Electricity Grid Code, 2010 Regulation, as amended from time to time, and any other applicable Standards/Regulations(xii) CEA "Manual of Communication Planning in Power System Operation" in March, 2022 (xiii) CEA (Cyber Security in Power Sector) Guidelines 2021.
9. **(i) Communication Requirement:**  
The grantee shall provide Fibre Optic based communication system comprising of OPGW cable (having minimum 12 Fibers) & hardware fittings for the dedicated transmission line and with FOTE (STM-16) terminal equipment, FODP, and approach cables at the Generating station. At ISTS station, the OPGW shall be terminated in Junction box to be mounted at Terminal Gantry by the grantee. The FOTE (STM-16), FODP and approach cable at ISTS station are to be provided by the bay owner (in this case scope of the applicant) at their bay kiosk, applicant shall provide suitable optical interface for local patching with the FOTE of Control Room of Kankroli (PG) S/s, The applicant shall coordinate for all necessary support with the ISTS s/s owner for successful commissioning of the communication system. The communication system shall facilitate for telemetry data communication, voice communication and tele-protection. Wherever, transmission line is routed through multi circuit towers, an OPGW of 48 Fibers shall be considered in Multi Circuit Portion.
- (ii) Cyber Security requirement:**  
Applicant to provide Next Generation Firewall as per the specification/ features uploaded at CTU website.

Place: Gurgaon  
Date: 10/02/2023

*10/02/23*  
Name: (Kashish Bhambhani)  
Designation: General Manager (CTU)

## ANNEXURE-P3

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

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

**And in the matter of**

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

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

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

**....Respondents**



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

### ORDER

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

2. The Petitioner has made the following prayers:

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

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

### Submissions of the Petitioner

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



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

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

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

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

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





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

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

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

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

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

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

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



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

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

**Proceedings during the hearing dated 13.7.2021**

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

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

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



### Submissions of CTUIL

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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





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

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

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

**Proceedings during the hearing dated 12.10.2021**

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

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



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

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

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

### **Analysis and Decision**

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



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

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

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

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

***"Observations:***





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

### 3. Summary:

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

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

### Annexure-I

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

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

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

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

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

\*\*\*\*\*



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

(a) .....

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

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

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

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

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

**"2. Definitions.**

(1) .....

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

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



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

**"Conclusion:**

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

**Option 1:**

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

**Option 2:**

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

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

22. The said report also states that

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





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

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

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

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

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



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

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

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

Sd/  
(P.K. Singh)  
Member

Sd/  
(Arun Goyal)  
Member

Sd/  
(I.S. Jha)  
Member



Form-1

**APPLICATION FORM FOR GRANT OF TRANSMISSION LICENSE****1. Particulars of the Applicant**

S. No.	Particulars	Details
1	Name of the applicant	Serentica Renewables India 4 Private Limited (SRI4PL)
2.	Status	Private Limited Company
3.	Address	DLF Cyberpark, Tower-B, 9th Floor, Udyog Vihar, Phase-III, Sector-20, Gurgaon, Gurgaon, Haryana, India, 122008
4.	Name, designation & Address of the Contact Person	Mr Balaji Sivan Director – Regulatory and Policy DLF Cyberpark, Tower-B, 9th Floor, Udyog Vihar, Phase-III, Sector-20, Gurgaon, Gurgaon, Haryana, India, 122008
5.	Contact Telephone No.	8527544855
6.	Fax No.	N.A.
7.	Email ID	balaji.sivan@sterlite.com
8	Place of Incorporation / Registration	Manesar, Haryana
9.	Year of Incorporation /	2022
10.	Following documents are to be enclose	
	a) certificate of Registration	Enclosed
	b) copy of Original Board Resolution	Enclosed

**2. Particulars of the Project for which license is being sought:****a) Transmission Lines:**

#	Name (end-points location)	Voltage Class (kV)	Length (km)	Type (S/C or D/C)
1	HZL - Kankroli (PG) 220 KV D/C Line	220kV	Approx. 23 kms	D/C



\*As per survey report

**b) Sub-stations:**

#	Name (location)	Voltage Levels (kV)	Transformer (No. and MVA capacity)	Reactive/ Capacitive compensation (device with MVAR capacity)	No. of bays
1	Kankroli (PG)	220kV	--	--	2 Nos

**c) Commissioning Schedule**

S. No.	Scheme / Transmission Works	Commissioning Date
1	i. HZL - Kankroli (PG) 220 KV D/C Line ii. Two (2) 220 KV bays in Kankroli (PG) S/s	01.07.2024

**d) Identified Long-Term transmission customers of the project:**

Hindustan Zinc Limited is the Bulk Consumer.

**e) any other relevant information:**

N/A

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

Estimated completion cost of the project would be around INR 50 Cr.

Transmission Charges are bilaterally agreed between the SRI4PL and Hindustan Zinc Limited and it shall be outside the purview of POC pool.

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

N/A

5. List of documents enclose:

**Name of the Documents**

1. Certificate of Incorporation.
2. Memorandum of Association and Articles of Association.
3. Original Board resolution.

Dated: 22.05.2023

Place: DELHI

  
Signature of the Applicant



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 SERENTICA RENEWABLES INDIA 4 PRIVATE LIMITED is incorporated on this Eighteenth day of February Two thousand twenty-two under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U40200HR2022PTC101467.

The Permanent Account Number (PAN) of the company is **ABHCS9044F** \*

The Tax Deduction and Collection Account Number (TAN) of the company is **RTKS37014F** \*

Given under my hand at Manesar this Eighteenth day of February Two thousand twenty-two .



Digital Signature Certificate

PM MOHAN

ASST. REGISTRAR OF COMPANIES

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

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

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

SERENTICA RENEWABLES INDIA 4 PRIVATE LIMITED

DLF Cyberpark, Tower-B, 9th Floor, Udyog Vihar, Phase-III, Sector-20,

Gurgaon, Gurgaon, Haryana, India, 122008



\* as issued by the Income Tax Department



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

## SPICE+MOA

(e-Memorandum of Association)

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

A

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

1. The Name of the Company is

SERENTICA RENEWABLES INDIA 4 PRIVATE LIMITED

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

Haryana-HR

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

1. To build, own, manage, operate and maintain hydel, solar, wind, geothermal, energy storage and/or any other alternate source of energy generating power stations and ancillary facilities of every kind and description, coordinate their operations and maintenance with other organizations, sell, store, distribute and purchase power, ensure safe, efficient and proper evacuation of power generated at such power stations and to provide associated transmission facilities required for the purpose or otherwise.
2. To provide operation and maintenance services for power plants hydel, solar, wind, geothermal, energy storage system and/or any other alternate source of energy and to plan, promote and develop an integrated and efficient power distribution system network in all its aspects, including planning, investigation, research design and engineering, construction, operation and maintenance of power stations, transmission lines, substations, load dispatch stations, energy storage system and communication facilities and appurtenant works directly or in coordination with the Electricity Boards and or Generating companies.
3. To provide consultancy services in power generation and system areas including planning, investigation, research, design and preparation of preliminary and detailed feasibility and definite project reports, power project management, maintenance and operation of power stations, and to undertake execution of turn-key jobs for establishment, maintenance and operation of power generating stations and installation of connected facilities for other utilities organizations.
4. To carry on the business of sale and purchase of power and purchasing selling, importing, exporting, producing, mining trading, manufacturing power plant, manufacturing of solar panels/ modules, equipment or otherwise deal in equipments and undertake all aspects of planning & investigation, research, design engineering and construction, operation and maintenance of power stations, power transmission and energy storage systems, and ancillary facilities and for that purpose to install operate and manage all necessary plants, establishments, Works switchyards, sub-stations, transmission lines and allied works.
5. To carry on in India or abroad the business of manufacture, design, development, engineering, marketing, trade, sale, import, export transfer, lease, maintain, repair, operation, transmission, consultancy management contracting execution, technical and educational services licensing franchising distribution, agency or otherwise deal in all kinds, classes and varieties of Medium Voltage (MV)/High voltage(HV)/ Extra High Voltage (EHV) power cables, electrical wires and other suitable alike cables and wires and to acquire in any manner power cables business and to do all the ancillary, related or connected activities as may be considered necessary or beneficial or desirable for or along with any or all of the aforesaid purposes which can be conveniently carried on these systems, networks or platforms.
6. To plan, develop, establish, erect, construct, acquire, operate, run, manage, hire, lease, buy, sell, maintain, enlarge, alter, renovate, modernize, work and use power system networks of all types including ultra high voltage (UHV), extra-high voltage (EHV), high voltage (HV), high voltage direct current (HVDC), medium voltage (MV) and low voltage (LV) lines and associated stations, substations, transmission centers, systems and networks and to lay cables, wires, accumulators, plants, motors, meters, apparatus, computers, telecommunication and telemetering equipments and other materials connected with transmission and other ancillary activities relating to the electrical power and to undertake for and on behalf of others all these activities in any manner.

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



1. 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 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 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 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.
5. To coordinate with the Central Transmission Utility of electricity generated by it under the relevant provisions of Electricity Act 2003 and any amendments thereto.
6. Subject to provisions of Sections 73, 74, 179, 180 & 186 and other applicable provisions of the Companies Act, 2013 and rules made thereunder (erstwhile Sections 58A, 292, 293 & 372A of the Companies Act, 1956) 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.
7. 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.
8. 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.
9. Subject to applicable provisions of Companies Act, 2013, 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. To negotiate and enter into agreements and contracts for execution of turnkey jobs, works, supplies and export of plant, machinery, tools and accessories etc.
17. 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.
18. To enter into contracts of indemnity and get guarantee and allocations for the business of the Company.
19. 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.
20. To promote conservation and protection of electricity from theft, safety of life and to protect environments including air, land and water etc.
21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Subject to provisions of Sections 181, 182 & 183 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.

27. To open an account or accounts with any individual, firm or company or with any bank bankers or shroofs and to pay into and withdraw money from such account or accounts.

28. 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.

29. 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.

30. 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.

31. To aid peculiarly 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.

32. Subject to the provisions of Companies Act, 2013 or any amendment or re-enactment thereof in the event of winding up to distribute among the members in specie any property of the Company or any proceeds of sale on disposal of any property in accordance with the provisions of the Act.

33. 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.

34. 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.

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

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

37. 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.

38. 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.

39. To outsource parts of its activities to achieve higher efficiencies and through puts in the achievement of its business goals.

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

5. The share capital of the company is

1,500,000.00

rupees, divided into,

150,000.00	Equity	shares of	10.00	rupees each	, and
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- 6 ☒ We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:
- ☐ I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company  
(Applicable in case of one person company):

60

S.No.	Subscriber Details				
	Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of shares taken	DSC	Dated
Total Shares taken			10,000.0	Equity	
				Preference	

Signed before Me					
Name	Address, Description and Occupation		DIN/PAN/Passport Number/ Membership Number	DSC	Dated
FCA	Abhishek Nahta	906, 9th Floor, New Delhi House 27, Barakhamba Road, New Delhi - 110001	513559	ABHI SHEK NAHT A Digitally signed by ABHISH EK NAHTA	17/02/22

Modify

Check Form

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)] FORM NO. INC-34

**SPICE+ AOA**

(e-Articles of Association)

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

SERENTICA RENEWABLES INDIA 4 PRIVATE LIMITED

A COMPANY LIMITED BY SHARES

Check If not applicable	Check If altered	Article No	Description
			<b>Interpretation</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	I	<p>(1) In these regulations-</p> <p>(a) "the Act" means the Companies Act, 2013,</p> <p>b) "Articles" or "Articles of Association" shall mean the Articles of Association of the Company, as may be amended from time to time.</p> <p>(c) "the Board" or "Board of Directors" of "Directors" shall mean the Board of Directors of the Company or the Directors of the Company collectively.</p> <p>(d) "Board Meeting" means a meeting of the Board of Directors of the Company duly called and constituted with the requisite number of Directors present in order to pass the resolution in accordance with these Articles or the Act.</p> <p>(e) "Capital" means the share capital for the time being issued or authorized to be issued for the purposes of the Company.</p> <p>(f) "Chairman" or "Chairman of the Board" or "Chairperson" means the Chairman of the Board of Directors of the Company</p> <p>(g) "Committee" means a committee of the Board of Directors.</p> <p>(h) "Company" means "Serentica Renewables India 4 Private Limited".</p> <p>(i) "Director" means a member of the Board of Directors of the Company.,</p> <p>(j) "the seal" means the common seal of the company.</p> <p>(2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.</p> <p>(3) The Company is a Private Company Limited by Shares within the meaning of Section 2 (68) of the Companies Act, 2013, and accordingly</p> <p>(a) Restricts the right to transfer its shares,</p> <p>(b) Limits the number of its members to 200 [Two Hundred] but not including:</p> <p>(i) Persons who are in the employment of the Company.</p> <p>(ii) Persons who having been formerly in the employment of the Company were members of the Company while in that employment and have continued to be the members after the employment ceased; provided that where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this Article, be treated as a single member.</p> <p>(c) Prohibits any invitation to the public to subscribe for any shares in or debentures of the Company.</p>
			<b>Share capital and variation of rights</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	II 1	<p>Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.</p> <p>Further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.</p>



<input type="checkbox"/>	<input type="checkbox"/>	2	<p>(i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,-</p> <p>(a) one certificate for all his shares without payment of any charges; or</p> <p>(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.</p> <p>(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.</p> <p>(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders</p>
<input type="checkbox"/>	<input type="checkbox"/>	3	<p>(i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.</p> <p>(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.</p>
<input type="checkbox"/>	<input type="checkbox"/>	4	<p>Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.</p>
<input type="checkbox"/>	<input type="checkbox"/>	5	<p>(i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.</p> <p>(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.</p> <p>(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.</p>
<input type="checkbox"/>	<input type="checkbox"/>	6	<p>(i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.</p> <p>(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.</p>
<input type="checkbox"/>	<input type="checkbox"/>	7	<p>The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking <i>pari passu</i> therewith.</p>
<input type="checkbox"/>	<input type="checkbox"/>	8	<p>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>
			<i>Lien</i>
<input type="checkbox"/>	<input type="checkbox"/>	9	<p>(i) The company shall have a first and paramount lien-</p> <p>(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and</p> <p>(b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:</p> <p>Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.</p> <p>(ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.</p>
<input type="checkbox"/>	<input type="checkbox"/>	10	<p>The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien: Provided that no sale shall be made-</p> <p>(a) unless a sum in respect of which the lien exists is presently payable; or</p> <p>(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.</p>
<input type="checkbox"/>	<input type="checkbox"/>	11	<p>(i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.</p> <p>(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.</p>



			(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
<input type="checkbox"/>	<input type="checkbox"/>	12	(i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.
			<i>Calls on shares</i>
<input type="checkbox"/>	<input type="checkbox"/>	13	(i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times: Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares. (iii) A call may be revoked or postponed at the discretion of the Board.
<input type="checkbox"/>	<input type="checkbox"/>	14	A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
<input type="checkbox"/>	<input type="checkbox"/>	15	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
<input type="checkbox"/>	<input type="checkbox"/>	16	(i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine. (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
<input type="checkbox"/>	<input type="checkbox"/>	17	(i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. (ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
<input type="checkbox"/>	<input type="checkbox"/>	18	The Board- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.
			<i>Transfer of shares</i>
<input type="checkbox"/>	<input type="checkbox"/>	19	(i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee. (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
<input type="checkbox"/>	<input type="checkbox"/>	20	The Board may, subject to the right of appeal conferred by section 58 decline to register- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or (b) any transfer of shares on which the company has a lien.
<input type="checkbox"/>	<input type="checkbox"/>	21	The Board may decline to recognise any instrument of transfer unless- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56; (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and (c) the instrument of transfer is in respect of only one class of shares.
<input type="checkbox"/>	<input type="checkbox"/>	22	On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
			<i>Transmission of shares</i>
<input type="checkbox"/>	<input type="checkbox"/>	23	(i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares



			(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
<input type="checkbox"/>	<input type="checkbox"/>	24	(i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either- (a) to be registered himself as holder of the share; or (b) to make such transfer of the share as the deceased or insolvent member could have made. (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
<input type="checkbox"/>	<input type="checkbox"/>	25	(i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects. (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
<input type="checkbox"/>	<input type="checkbox"/>	26	A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company: Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.
			<b>Forfeiture of shares</b>
<input type="checkbox"/>	<input type="checkbox"/>	27	If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
<input type="checkbox"/>	<input type="checkbox"/>	28	The notice aforesaid shall- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited
<input type="checkbox"/>	<input type="checkbox"/>	29	If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
<input type="checkbox"/>	<input type="checkbox"/>	30	(i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
<input type="checkbox"/>	<input type="checkbox"/>	31	(i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares. (ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
<input type="checkbox"/>	<input type="checkbox"/>	32	(i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share; (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of; (iii) The transferee shall thereupon be registered as the holder of the share; and (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
<input type="checkbox"/>	<input type="checkbox"/>	33	The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
			<b>Alteration of capital</b>
<input type="checkbox"/>	<input type="checkbox"/>	34	The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.



<input type="checkbox"/>	<input type="checkbox"/>	35	Subject to the provisions of section 61, the company may, by ordinary resolution,- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination; (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
<input type="checkbox"/>	<input type="checkbox"/>	36	Where shares are converted into stock,- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose. (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage. (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.
<input type="checkbox"/>	<input type="checkbox"/>	37	The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,- (a) its share capital; (b) any capital redemption reserve account; or (c) any share premium account.
			<b>Capitalisation of profits</b>
<input type="checkbox"/>	<input type="checkbox"/>	38	(i) The company in general meeting may, upon the recommendation of the Board, resolve- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions. (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively; (B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid; (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B); (D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares; (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
<input type="checkbox"/>	<input type="checkbox"/>	39	(i) Whenever such a resolution as aforesaid shall have been passed, the Board shall- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and (b) generally do all acts and things required to give effect thereto. (ii) The Board shall have power- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares; (iii) Any agreement made under such authority shall be effective and binding on such members.
			<b>Buy-back of shares</b>
<input type="checkbox"/>	<input type="checkbox"/>	40	Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.
			<b>General meetings</b>



<input type="checkbox"/>	<input type="checkbox"/>	41	All general meetings other than annual general meeting shall be called extraordinary general meeting.
<input type="checkbox"/>	<input type="checkbox"/>	42	(i) The Board may, whenever it thinks fit, call an extraordinary general meeting. (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.
			<b><i>Proceedings at general meetings</i></b>
<input type="checkbox"/>	<input type="checkbox"/>	43	(i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
<input type="checkbox"/>	<input type="checkbox"/>	44	The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
<input type="checkbox"/>	<input type="checkbox"/>	45	If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	46	If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.
			<b><i>Adjournment of meeting</i></b>
<input type="checkbox"/>	<input type="checkbox"/>	47	(i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
			<b><i>Voting rights</i></b>
<input type="checkbox"/>	<input type="checkbox"/>	48	Subject to any rights or restrictions for the time being attached to any class or classes of shares,- (a) on a show of hands, every member present in person shall have one vote; and (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
<input type="checkbox"/>	<input type="checkbox"/>	49	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
<input type="checkbox"/>	<input type="checkbox"/>	50	(i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
<input type="checkbox"/>	<input type="checkbox"/>	51	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
<input type="checkbox"/>	<input type="checkbox"/>	52	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
<input type="checkbox"/>	<input type="checkbox"/>	53	No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid
<input type="checkbox"/>	<input type="checkbox"/>	54	(i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
			<b><i>Proxy</i></b>
<input type="checkbox"/>	<input type="checkbox"/>	55	The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.



<input type="checkbox"/>	<input type="checkbox"/>	56	An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
<input type="checkbox"/>	<input type="checkbox"/>	57	A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
			<b>Board of Directors</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	58	The names of the first directors are: (i) Mr. AMARENDRANATH TATIMAKULA REDDY (ii) Mr. ALOK KUMAR NIGAM
<input type="checkbox"/>	<input type="checkbox"/>	59	(i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or (b) in connection with the business of the company.
<input type="checkbox"/>	<input type="checkbox"/>	60	The Board may pay all expenses incurred in getting up and registering the company.
<input type="checkbox"/>	<input type="checkbox"/>	61	The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
<input type="checkbox"/>	<input type="checkbox"/>	62	All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
<input type="checkbox"/>	<input type="checkbox"/>	63	Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
<input type="checkbox"/>	<input type="checkbox"/>	64	(i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.
			<b>Proceedings of the Board</b>
<input type="checkbox"/>	<input type="checkbox"/>	65	(i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
<input type="checkbox"/>	<input type="checkbox"/>	66	(i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	67	The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
<input type="checkbox"/>	<input type="checkbox"/>	68	(i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	69	(i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
<input type="checkbox"/>	<input type="checkbox"/>	70	(i) A committee may elect a Chairperson of its meetings. (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.



<input type="checkbox"/>	<input type="checkbox"/>	71	(i) A committee may meet and adjourn as it thinks fit. (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	72	All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
<input type="checkbox"/>	<input type="checkbox"/>	73	Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.
			<b>Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer</b>
<input type="checkbox"/>	<input type="checkbox"/>	74	Subject to the provisions of the Act,- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board; (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer
<input type="checkbox"/>	<input type="checkbox"/>	75	A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.
			<b>The Seal</b>
<input type="checkbox"/>	<input type="checkbox"/>	76	(i) The Board shall provide for the safe custody of the seal. (ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.
			<b>Dividends and Reserve</b>
<input type="checkbox"/>	<input type="checkbox"/>	77	The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
<input type="checkbox"/>	<input type="checkbox"/>	78	Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
<input type="checkbox"/>	<input type="checkbox"/>	79	(i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit. (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
<input type="checkbox"/>	<input type="checkbox"/>	80	(i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares. (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
<input type="checkbox"/>	<input type="checkbox"/>	81	The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
<input type="checkbox"/>	<input type="checkbox"/>	82	(i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.



<input type="checkbox"/>	<input type="checkbox"/>	83	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
<input type="checkbox"/>	<input type="checkbox"/>	84	Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
<input type="checkbox"/>	<input type="checkbox"/>	85	No dividend shall bear interest against the company.
			<b>Accounts</b>
<input type="checkbox"/>	<input type="checkbox"/>	86	(i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors. (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.
			<b>Winding up</b>
<input type="checkbox"/>	<input type="checkbox"/>	87	Subject to the provisions of Chapter XX of the Act and rules made thereunder- (i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not. (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.
			<b>Indemnity</b>
<input type="checkbox"/>	<input type="checkbox"/>	88	Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
<input checked="" type="checkbox"/>			<b>Others</b>
		89	Subject to the necessary approval under the Act, if any, the Board shall from time to time determine, issue or pay various bonuses, cash incentive, stock options or schemes or plans by whatever name called ('the Scheme' or 'the Plan') to: a. Its Employees b. Service providers or consultants, c. Professional Advisors, d. any persons, whether or not those persons include the persons referred to in clause (a) to clause (c) above ('the beneficiaries') with a view (i) to encourage them for their value addition to the Company; (ii) to promote their uninterrupted association with the Company, (iii) for the betterment of the Company; (iv) for their continued trust and engagement with the Company; (v) or for any other reason, which the Board contemplates as necessary for the overall interest & growth of the Company and its beneficiaries. The Board has the power to appoint any professional for the purpose to design and structure the Scheme/Plan as required. The Board shall utilize the funds lying in any of the Company's general reserves account or to the credit of the Profit & Loss Account or otherwise available for distribution, for the purposes of making any payment to the beneficiaries pursuant to the Scheme/ Plan, as may be applicable.

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Subscriber Details						
S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated	
Signed Before Me						
	Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	Place	DSC	Dated
FCA	Abhishek Nahta	906, 9th floor, New Delhi House 27, Barakhamba Road, New Delhi - 110001	513559	Delhi	ABHI SHEK NAHT A <small>Digitally signed by ABHISHEK NAHTA</small>	17/02/2022



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF SERENTICA RENEWABLES INDIA 4 PRIVATE LIMITED ("COMPANY") ON FEBRUARY 02, 2023**

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**AUTHORITY FOR LEGAL MATTERS**

**"RESOLVED THAT** Mr. Balaji Sivan, Mr. Kunal L Kaistha and Mr. Girish Deveshwar Authorised Signatory, be and are hereby severally authorised to execute and file petitions, applications, replies, appeals, clarifications, vakalatnama, affidavits and all other documents, on behalf of the Company under the Laws of the Land, as may be required to be filed with Central Electricity Regulatory Commission ('CERC'), State Electricity Regulatory Commissions ("SERC") Appellate Tribunal for Electricity ('APTEL'), other power utilities or any other Court of Law as may be required from time to time.

**RESOLVED FURTHER THAT** Mr. Balaji Sivan, Mr. Kunal L Kaistha and Mr. Girish Deveshwar authorised representative of the Company are severally authorised to appoint any advocate or Legal firm and to do all acts, deeds, matters and things as may be necessary in connection therewith and/or incidental thereto.

**RESOLVED FURTHER THAT** certified true copy of this resolution may be issued under the signatures of any one of the Directors of the Company as may be required."

**Certified True Copy  
For Serentica Renewables India 4 Private Limited**

**Chhotoo Chaudhary  
Director  
DIN: 07923466**

**VAKALATNAMA**  
**BEFORE THE CENTRAL ELECTRICITY REGULATORY**  
**COMMISSION, NEW DELHI**  
**PETITION NO. \_\_\_\_\_ TL/2023**

**IN THE MATTER OF:**  
**SERENTINCA RENEWABLES INDIA 4 PVT. LTD**  
**...APPLICANT / PETITIONER**  
**VERSUS**  
**CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED &**  
**Ors.**  
**... RESPONDENTS**

I, Balaji Sivan, S/o Venkatraman Sivan authorized officer of the Applicant Company i.e., Serentica Renewables India 4 Private Limited, in the above Petition do hereby appoint and retain:

Sakya Singha Chaudhuri, Avijeet Lala, Astha Sharma, Shreya Dubey, Soumya Kumar, Nameeta Singh, Nithya Balaji, Karan Jaiswal, Aparna, Tiwari, Ravish Kumar, Aryaman Singh, Priyanshu Singh and Shriya Gambhir Advocates of Neeti Niyaman, to appear, plead and act for me/us in the above Petition and to conduct and prosecute all proceedings that may be taken in respect thereof and applications for return of documents, enter into compromise and to draw any moneys payable to me/us in the said proceeding.

Date: 22.05.2023

Place: New Delhi

Executed in my presence:

"Accepted"

Signature of the Party

"Accepted"

**NEETI NIYAMAN**

Advocate for the Petitioner  
A-142, Ground floor, Neeti Bagh,  
New Delhi - 110049.  
PH: 011-46594466

**ATTESTED**

NOTARY (Govt. of India)  
**Neelam Sharma**  
Advocate  
Ch. No. 165A, Gate No. 11  
Patil House Courts,  
New Delhi-110001  
(M) 9899408301

*Handwritten signatures and dates:*  
- JAH/14433/2005  
- F1434/1999  
- D/11967/2012  
- D/3702/2010  
- D/21162-C/2012  
- D/2702/2017  
- D/6152/2022  
- D/10367/2019  
- D/2142/2022  
- D/4649/2021  
- JAH/787/2021  
- D/14819/2021