PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कम्पनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)
CIN U74140DL2008GOI175858

Ref. No. 04/ITP-62/22-23/RFP

May 15, 2023

To,
Secretary,
Uttar Pradesh Electricity Regulatory Commission,
Vidyut Niyamak Bhawan, Vibhuti Khand,
Gomti Nagar, Lucknow,
Uttar Pradesh 226010

Subject: Intimation about initiation of the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Construction of 400/220 kV, 2x500 MVA GIS Substation Jewar, 220/33 kV, 2x60 MVA GIS substation Cantt (Chaukaghat) Varanasi, 220/33 kV, 3x60 MVA GIS substation Vasundhara (Ghaziabad), 220/132/33 kV, 2x160+2x40 MVA khaga (Fatehpur) with associated lines" and issuance of RFP Document.

Dear Sir,

UP Power Transmission Corporation Limited (UPPTCL) vide Letter of Intent (LoI) dated 23.02.2023 has appointed PFC Consulting Limited (PFCCL) as Bid Process Coordinator (BPC) to undertake the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for **"Construction of 400/220 kV, 2x500 MVA GIS Substation Jewar, 220/33 kV, 2x60 MVA GIS substation Cantt (Chaukaghat) Varanasi, 220/33 kV, 3x60 MVA GIS substation Vasundhara (Ghaziabad), 220/132/33 kV, 2x160+2x40 MVA khaga (Fatehpur) with associated lines"** in accordance with the Guidelines namely "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging Competition in Development of Transmission Projects" issued by Ministry of Power.

The Request for Proposal (RFP) process has been initiated on May 04, 2023 with the publication of RFP notification in:

1. Times of India (English) – All Edition
2. Navbharat Times (Hindi) – All Editions
3. Economic Times (English) – All Edition
4. The Financial Times – Worldwide (All Editions)

The same has also been made available along with the RFP documents on PFCCL website 'www.pfcclindia.com' w.e.f. May 04, 2023. It may be noted that these RFP Documents are based on the Single Stage Two Envelope based Standard Bidding Documents (SBD) issued by Ministry of Power on August 06, 2021 and project specific inputs furnished by UPPTCL. The last date for submission of Responses to RFP is July 07, 2023.

As per the requirements of the Guidelines (Clause 4.2 of Tariff based Competitive-bidding Guidelines for Transmission Service), we hereby intimate the Commission about initiation of the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for **"Construction of 400/220 kV, 2x500 MVA GIS Substation Jewar, 220/33 kV, 2x60 MVA GIS substation Cantt (Chaukaghat) Varanasi, 220/33 kV, 3x60 MVA GIS substation Vasundhara (Ghaziabad), 220/132/33 kV, 2x160+2x40 MVA khaga (Fatehpur) with associated lines"**. We are also enclosing herewith the RFP documents for your kind information, perusal and records please.

Thanking You,

Yours sincerely,

(Sanjay Nayak)
General Manager

Encl.: As Above

JEWAR TRANSMISSION LIMITED NEW DELHI

पीएफसी कन्सल्टिंग लिमिटेड (पीएफसीसीएल)

(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्ण स्वामित्वाधीन सहायक कंपनी)

पंजीकृत कार्यालय: प्रथम तल, कनॉट सर्कस, नई दिल्ली-110001, फैक्स: 011-23443990

(केवल ई-निविदा के माध्यम से)

अन्तर-राज्यीय पारेषण परियोजना के लिए निर्माण, स्वामित्व, प्रचालन और स्थानांतरण (बूट) आधार पर ट्रांसमिशन सेवा प्रदाता के चयन हेतु

पीएफसी कंन्सल्टिंग लिमिटेड पावर फाइनेंस कॉर्पोरेशन लिमिटेड (भारत सरकार का उपक्रम) के पूर्ण स्वामित्व वाली सहायक कम्पनी "प्रस्ताव हेतु अनुरोध" (आरएफपी) के एकल चरण दो लिफाफा प्रक्रिया का पालन करते हुए, निर्माण, स्वामित्व, प्रचालन एवं हस्तांतरण (बूट) आधार पर पारेषण परियोजना की स्थापना के लिए प्रस्ताव आमंत्रित करती है।

इच्छुक निविदादाता वेबसाइट https://www.mstcecommerce.com एवं https://www.pfccindia.com पर उपलब्ध आरएफपी अधिसूचना और आरएफपी दस्तावेजों का अवलोकन कर सकते हैं।

निविदादाता अ-प्रतिदेय शुल्क रु. 6,00,000/- का यूएसडी (यूएस डॉलर) 7,000 प्लस 18 प्रतिशत की दर से लागू जीएसटी का भुगतान करके आरएफपी दस्तावेज 04.05.2023 से निम्नलिखित परियोजना के लिए, निविदा जमा तिथि से एक कार्यदिवस पूर्व तक 16:30 बजे (आईएसटी) से 16:00 बजे (आईएसटी) के बीच सभी कार्यदिवसों में हमारे निम्न-पते: स्टेट्समैन हाउस, कनॉट प्लेस, नई दिल्ली-110001, फोन: 91-11-23443996; फैक्स: 91-11-23443990; ई-मेल: pfcci.ltp@pfcindia.com से प्राप्त कर सकते हैं। आरएफपी दस्तावेज https://www.mstcecommerce.com एवं https://www.pfccindia.com से भी डाउनलोड किए जा सकते हैं, यद्यपि ऐसे मामले में इच्छुक पार्टियां आरएफपी के उक्त पते से प्राप्त करते समय अप्रतिदेय शुल्क रु. 6,00,000/- का यूएसडी 7,000 प्लस 18 प्रतिशत लागू जीएसटी जमा कर सकते हैं। संशोधन/स्पष्टीकरण/आरएफपी दस्तावेजों में परिवर्तन केवल उन निविदादाताओं को जारी किया जाएगा जो निविदा जमा तिथि से न्यूनतम दो कार्यालय पूर्व तक किसी भी प्रकार के अनिवार्य शुल्क का भुगतान करके आरएफपी दस्तावेज खरीद/प्राप्त कर चुके हैं। निविदादाता किसी भी स्पष्टीकरण/संशोधन/परिवर्तन आदि, यदि कोई हो, के बारे में नवीनतम जानकारी हेतु वेबसाइट नियमित रूप से देखते रहें। इस संबंध में महत्वपूर्ण समय-सारणी निम्नानुसार है:

क्र. सं	पारेषण योजना का नाम	स्पष्टीकरण प्राप्त करने की अंतिम तिथि (दिन/माह/वर्ष)	आरएफपी के उत्तर जमा करने की अंतिम तिथि (दिन/माह/वर्ष)	आरएफपी के उत्तर खोलने की तिथि (दिन/माह/वर्ष)
1.	सहायक लाइनों के साथ 400/220 केवी, 2x500 एमवीए सबस्टेशन जैवर, 220/33 केवी, 2x80 एमवीए जीआईएस सबस्टेशन (चौकाघाट) वाराणसी, 220/33 केवी, 2x80 एमवीए जीआईएस सबस्टेशन वसुन्धरा (गाजियाबाद), 220/132/33 केवी 2x160+2x40 एमवीए सबस्टेशन खागा (फतेहपुर) का निर्माण।	24/05/2023	07/07/2023 को 1500 बजे (आईएसटी) तक	07/07/2023 को 1530 बजे (आईएसटी) तक

टिप्पणी : पीएफसी कन्सल्टिंग लिमिटेड बिना कोई कारण बताए और बिना कोई जिम्मेदारी लिए प्रक्रिया को निरस्त या संशोधित करने का अधिकार रखता है। यह कोई प्रस्ताव नहीं है।

पहल कर्ता

उत्तर प्रदेश सरकार

निविदा प्रक्रिया प्रबंधक

PFC CONSULTING LTD.

(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्ण स्वामित्वाधीन सहायक कंपनी)

(भारत सरकार का उपक्रम)

अग्रणी भागीदार

UPPTCL

यूपी पावर ट्रांसमिशन कॉर्पोरेशन लिमिटेड

Date: May 04, 2023

JENWAR TRANSMISSION LIMITED NEW DELHI

PFC CONSULTING LIMITED (PFCCL)

(A wholly owned subsidiary of Power Finance Corporation Limited)

Regd. Office: First Floor, [illegible] Fax: 011-23443990

GLOBAL INVITATION (THROUGH E-BIDDING ONLY)

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

PFC Consulting Limited, a wholly owned subsidiary of Power Finance Corporation Limited (A Government of India Undertaking) is in the process of selecting Transmission Service Provider to Build, Own, Operate and Transfer (BOOT) basis following single stage two envelope bidding process through Request for Proposal" (RFP).

Interested bidders may refer and download the RFP documents available on the website https://www.mstcecommerce.com.

The Bidders may obtain the RFP documents on all working days between 10:30 hrs (IST) and 16:00 hrs (IST) from 04.05.2023 to [illegible] on project mentioned below on payment of a non-refundable fee of Rs. 5,00,000/- or USD 7,000 (for overseas bidders) plus applicable GST @18%, from 9th Floor, Wing–A, Statesman House, Connaught Place, New Delhi-110001, Tel: 91-11-23443990, Fax: 91-11-23443990; e-mail: pfcclltp@pfcindia.com. The RFP documents can be downloaded from www.mstcecommerce.com and https://www.pfcindia.com. Any bidder may submit Response to RFP only on submission of non-refundable fee of Rs. 5,00,000/- or USD 7,000 plus applicable GST @18% separately. The survey report and clarification to RFP shall be issued to those bidders, who have obtained/ purchased RFP documents by paying requisite fee at least one working day prior to bid submission date. Bidders should regularly visit web site to keep themselves updated regarding clarifications/ amendments/ time extension etc. if any. The important activities in this regard are as follows:

S. No.	Name of Transmission Scheme	Last Date for seeking clarification (dd/mm/yyyy)	Last Date for submission of response to RFP (dd/mm/yyyy)	Date of opening of Response to RFP(dd/mm/yyyy)
1.	Construction of 400/220 kV, 2x500 MVA GIS substation Jewar, 220/33 kV, 2x80 MVA GIS substation (Chaukaghat) Varanasi, 220/33 kV, 2x80 MVA GIS substation Vasundhara (Ghaziabad), 220/132/33 kV, 2x160+2x40 MVA substation Unnao (Extension) with associated lines	03/07/2023 up to 1500 hrs (IST)	07/07/2023 up to 1500 hrs (IST)	07/07/2023 up to 1530 hrs (IST)

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

An Initiative of

Government of Uttar Pradesh

Bid Process Coordinator

(A wholly owned subsidiary of PFC Ltd.)

(A Govt. of India Undertaking)

Initiative Partner

UPPTCL

UP Power Transmission Corporation Limited

JEMAR TRANSMISSION LIMITED NEW DELHI

PFC CONSULTING LTD.

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कम्पनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)
CIN U74140DL2008GOI175858

Ref. No. 04/ITP-62/22-23/RFP

May 15, 2023

To,

Director (Works & Projects)
U.P Power Transmission Corporation Limited
7th Floor, Shakti Bhawan, 14-Ashok Marg,
Lucknow-226001 (UP)

Subject: Intimation about initiation of the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for "Construction of 400/220 kV, 2x500 MVA GIS Substation Jewar, 220/33 kV, 2x60 MVA GIS substation Cantt (Chaukaghat) Varanasi, 220/33 kV, 3x60 MVA GIS substation Vasundhara (Ghaziabad), 220/132/33 kV, 2x160+2x40 MVA khaga (Fatehpur) with associated lines" and issuance of RFP Document.

Dear Sir,

UP Power Transmission Corporation Limited (UPPTCL) vide Letter of Intent (LoI) dated 23.02.2023 has appointed PFC Consulting Limited (PFCCL) as Bid Process Coordinator (BPC) to undertake the bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for **"Construction of 400/220 kV, 2x500 MVA GIS Substation Jewar, 220/33 kV, 2x60 MVA GIS substation Cantt (Chaukaghat) Varanasi, 220/33 kV, 3x60 MVA GIS substation Vasundhara (Ghaziabad), 220/132/33 kV, 2x160+2x40 MVA khaga (Fatehpur) with associated lines"** in accordance with the Guidelines namely "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging Competition in Development of Transmission Projects" issued by Ministry of Power.

The bid process for selection of Transmission Service Provider (TSP) for establishing transmission system for **"Construction of 400/220 kV, 2x500 MVA GIS Substation Jewar, 220/33 kV, 2x60 MVA GIS substation Cantt (Chaukaghat) Varanasi, 220/33 kV, 3x60 MVA GIS substation Vasundhara (Ghaziabad), 220/132/33 kV, 2x160+2x40 MVA khaga (Fatehpur) with associated lines"** has been initiated with the publication of RFP notification on May 04, 2023 (copy of the RFP notification enclosed). The same has also been made available along with the RFP document on PFCCL website 'www.pfcclindia.com' w.e.f. May 04, 2023. It may be noted that these RFP Document are based on the Single Stage Two Envelope based Standard Bidding Documents (SBD) issued by Ministry of Power on August 06, 2021. The last date for submission of Responses to RFP is July 07, 2023.

We are enclosing herewith the RFP Notification and RFP documents for your kind information, perusal and records please.

Thanking You,

Yours sincerely,

(Sanjay Nayak)
General Manager

Encl.: As Above

JEWAR TRANSMISSION LIMITED NEW DELHI

पीएफसी कन्सल्टिंग लिमिटेड (पीएफसीसीएल)

(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्ण स्वामित्व वाली सहायक कंपनी)

पंजीकृत कार्यालय: प्रथम तल, [illegible] दिल्ली-110001, फैक्स: 011-23443990

अन्तर-राज्यीय पारेषण परियोजना के लिए निविदा आमंत्रण, प्रबोधन और स्थानांतरण (बूट) आधार पर ट्रांसमिशन सेवा प्रदाता के चयन हेतु

पीएफसी कन्सल्टिंग लिमिटेड [illegible] पूर्ण स्वामित्व वाली सहायक कम्पनी "प्रस्ताव हेतु अनुरोध" (आरएफपी) के माध्यम से [illegible] का पता लगाने हेतु निर्माण, स्वामित्व, प्रचालन एवं हस्तांतरण (बूट) आधार पर पारेषण परियोजना [illegible]

इच्छुक निविदादाता वेबसाइट [illegible] पर उपलब्ध आरएफपी अधिसूचना और आरएफपी [illegible]

निविदादाता अ-प्रतिदेय शुल्क रु. 5,00,000/- (रुपये पांच लाख मात्र) [illegible] पर से लागू जीएसटी का भुगतान करके आरएफपी दस्तावेज 04.05.2023 से निर्धारित निविदा जमा तिथि से एक कार्यदिवस पूर्व तक 10:30 बजे (आईएसटी) से 16:00 बजे (आईएसटी) के बीच सभी कार्यदिवसों में [illegible] कनॉट प्लेस, नई दिल्ली-110001, फोन: 91-11-23443996; फैक्स: 91-11-23443990; ई-मेल: [illegible]@pfcclindia.com से प्राप्त कर सकते हैं। आरएफपी दस्तावेज https://www.mstcecommerce.com एवं https://www.pfcclindia.com [illegible] डाउनलोड किए जा सकते हैं, यद्यपि ऐसे मामले में इच्छुक पार्टियां आरएफपी [illegible] के रूप में [illegible] रुपये 7,000 प्लस 18 प्रतिशत लागू जीएसटी जमा कर सकते हैं। [illegible] निविदादाताओं को जारी किया जाएगा जो निविदा जमा तिथि से [illegible] करके आरएफपी दस्तावेज खरीद/प्राप्त कर चुके हैं। [illegible] के बारे में नवीनतम जानकारी हेतु वेबसाइट नियमित रूप से देखते रहें। इस संबंध में [illegible]

क्र. सं.	पारेषण योजना का नाम	[illegible] करना (दिन, माह, वर्ष)	आरएफपी के उत्तर जमा करने की अंतिम तिथि (दिन/माह/वर्ष)	आरएफपी के उत्तर खोलने की तिथि (दिन/माह/वर्ष)
1.	सहायक लाइनों के साथ 400 kV [illegible] सबस्टेशन जेवर, 220 kV [illegible] (चौकाघाट) बाराणसी, 220/33 kV, [illegible] वसुन्धरा (गाजियाबाद), 220/132/33 kV [illegible] सबस्टेशन खागा (फतेहपुर) [illegible]	13.05.2023	07/07/2023 को 1530 बजे (आईएसटी) तक	07/07/2023 को 1530 बजे (आईएसटी) तक

टिप्पणी : पीएफसी कन्सल्टिंग लिमिटेड बिना कोई कारण बताए और बिना कोई [illegible] प्रक्रिया को निरस्त या संशोधित करने का अधिकार रखता है। यह कोई [illegible]

पहल कर्ता

उत्तर प्रदेश सरकार

[illegible]

(एक [illegible] (लिमिटेड में [illegible] कंपनी)

(बिना सरकार का उद्यम)

अग्रणी मागीदार

यूपी पावर ट्रांसमिशन कॉर्पोरेशन लिमिटेड

[illegible] May, [illegible]

JEMAR TRANSMISSION LIMITED NEW DELHI

PFC [illegible] (PFCCL)

(A wholly [illegible] Limited)

Regd. Office [illegible]

FOR SELECTION OF TRANSMISSION SERVICE PROVIDER (TSP) TO BUILD, OWN, OPERATE AND TRANSFER (BOOT) BASIS FOR INTRA-STATE TRANSMISSION PROJECT

PFC Consulting [illegible] of India Under [illegible] Transfer (BOOT) [illegible] Interested [illegible] https://[illegible]

The Bidders may [illegible] hrs (IST) and 16:00 hrs (IST) from 04 [illegible] payment of a non-ref[illegible] designated below on [illegible] 9th Floor, Wing-A, Statesman H[illegible] 3443990; e-mail: [illegible] and https://[illegible] response to RFP only on submissi[illegible] applicable GST @18% separately. T[illegible] bidders who have obtained [illegible] one working day prior to bid submission date. Bidders [illegible] regarding clarifications/ amendments/ [illegible]

S. No.	Name of Transmission System	Last Date for Bid Submission	Date of opening of Response to RFP (dd/mm/yyyy)
1.	Construction of [illegible] Jewar 220/33 kV [illegible] (Greater Noida) [illegible] substation [illegible] 2x160+2x40 MVA substation [illegible] associated [illegible]	[illegible] 1530 hrs (IST)	07/07/2023 up to 1530 hrs (IST)

Note: PFC Consulting [illegible] reason and without [illegible]

An Initiative of

[illegible] Partner

Government of [illegible] Pradesh

UP Power Transmission Corporation Limited

JEWAR TRANSMISSION LIMITED NEW DELHI

सत्यमेव जयते

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 JEWAR TRANSMISSION LIMITED is incorporated on this SIXTH day of JULY TWO THOUSAND TWENTY THREE under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is **U42201DL2023GOI416714**

The Permanent Account Number (PAN) of the company is **AAGCJ0728D***

The Tax Deduction and Collection Account Number (TAN) of the company is **DELJ17518E***

Given under my hand at Manesar this SIXTH day of JULY TWO THOUSAND TWENTY THREE

Signature Not Verified
Digitally signed by
DS MINISTRY OF CORPORATE AFFAIRS 10
Date: 2023.07.20 18:07:00 IST

DrJaya Gautam

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

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

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

JEWAR TRANSMISSION LIMITED

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

*as issued by Income tax Department

JEWAR TRANSMISSION LIMITED NEW DELHI

Form No. INC-33

e-MOA (e-Memorandum of Association)
[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)]

सत्यमेव जयते

Form language

(•) English ( ) Hindi

Refer instruction kit for filing the form

*All fields marked in * are mandatory*

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

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

A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

Table A/B/C/D/E

1 The name of the company is

JEWAR TRANSMISSION LIMITED

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

Delhi

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

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

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	weaknesses and advise on the remedial measures to improve, undertake development of new and innovative product connected with business of the Company as well as modernize existing EHV, HV lines and Sub-Stations. 3. To act as Consultants/ Technical Advisers of public/ private sector enterprises etc. To act as consultants, technical advisors, surveyors and providers of technical and other services to Public or Private Sector enterprises engaged in the planning, investigation, research, design and preparations of preliminary, feasibility and definite project reports, manufacture of power plant and equipment, construction, generation, operation and maintenance of power transmission system from power generating stations and projects, transmission, distribution and sale of power.
(b) *Matters which are necessary for furtherance of the objects specified in clause 3(a) are	1. To obtain authority etc. to carry out its objects To obtain license, approvals and authorization from Governmental Statutory and Regulatory Authorities, as may be necessary to carry out and achieve the Objects of the Company and connected matters which may seem expedient to develop the business interests of the Company in India and abroad. 2. To obtain charters, concession etc. To enter into any arrangement with the Government of India or with any State Government or with other authorities/ commissions, local bodies or public sector or private sector undertakings, Power Utilities, Financial Institutions, Banks, International Funding Agencies and obtain such charters, subsidies, loans, advances or other money, grants, contracts, rights, sanctions, privileges, licenses or

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

3. To enter into Implementation/ Construction Agreement

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

4. To carry on the business or purchasing, importing, exporting and trading power

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

5. To enter into Agreements; etc.

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

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Letter of Credits/ESCROW and other security documents.

6. To execute transmission service Agreements

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

7. To co-ordinate with Central Transmission Utility

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

8. To borrow money

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

9. To lend money

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

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think fit and to sell, transfer or to deal with the same.

10. To acquire, own, lease or dispose off the property

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

11. To deal in Scrips/Govt. Securities

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

12. To create funds and appropriate profits

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

13. To purchase or otherwise acquire companies

To acquire shares, stocks, debentures or securities of any company carrying on any business which this Company is

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

14. To enter into partnership Agreement or Merge / amalgamate

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

15. To have agencies and branch offices in India and abroad

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

16. To promote institutions or other companies

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

17(a) To acquire know how and import-export of machinery and tools etc.

To negotiate and enter into agreements and contracts with domestic and foreign companies, persons or other organizations, banks and financial institutions,

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in relation to the business of the Company including that of technical know-how, import, export, purchase or sale of plant, machinery, equipment, tools, accessories and consumables, financial assistance and for carrying out all or any of the objects of the Company.

17(b) To negotiate and enter into agreements etc.

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

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

19. To enter into contracts of indemnity and/or guarantee

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

20. To arrange for Training and Development

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

21. To promote conservation, protect environment, theft etc.

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

TEWAR TRANSMISSION LIMITED NEW DELHI

22. To provide for welfare of employees

To pay and provide for the remuneration, amelioration and welfare of persons employed or formerly employed by the Company and their families providing for pension, allowances, bonuses, other payments or by creating for the purpose from time to time the Provident Fund, Gratuity and other Funds or Trusts. Further to undertake building or contributing to the building or houses, dwellings or chawls by grants of money, or by helping persons employed by the Company to effect or maintain insurance on their lives by contributing to the payment of premium or otherwise and by providing or subscribing or contributing towards educational institutions, recreation, hospitals and dispensaries, medical and other assistance as the Company may deem fit.

23. To take Insurance

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

24. To share the profits pay, dividends and provide bonus etc

To distribute among members of the Company dividend including bonus shares out of profits, accumulated profits or funds and resources of the Company in any manner permissible under law.

25. To institute and defend the legal proceedings

To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and to allow time for payment or satisfaction of any debts or recovery due, claims or demands by or against the Company and to refer any claims

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or demands by or against the Company or any differences arising in execution of contracts to conciliation and arbitration and to observe, comply with and/or challenge any awards preliminary, interim or final made in any such arbitration.

26. To pay and subsequently write off preliminary expenses

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

27. To contribute and make donations

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

28. To open accounts in Banks

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

29. To accept gifts, donations etc.

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

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

31. To enter into Contracts

To negotiate and/or enter into agreement and contract with individuals, companies,

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corporations, foreign or Indian, for obtaining or providing technical, financial or any other assistance for carrying on all or any of the objects of the Company and also for the purpose of activating, research, development of projects on the basis of know-how and/or financial participation and for technical collaboration, and to acquire or provide necessary formulate and patent rights for furthering the objects of the company.

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

33. To take all necessary steps for winding up of the company

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

34. To do and perform all coincidental and ancillary acts for the attainment of its objects

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

35. To take up studies and research experiments.

To establish, provide, maintain and conduct or otherwise subsidies research laboratories

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and experimental workshops for scientific, technical or researches, experiments and to undertake and carry on directly or in collaboration with other agencies scientific and technical research experiments and tests of all kinds and to process, improve and invent new products and their techniques of manufacture and to promote, encourage, reward in every manner studies and research, scientific and technical investigations and inventions of any kind that may be considered likely to assist, encourage and promote rapid advances in technology, economies, import substitution or any business which the Company is authorized to carry on.

36. To evolve scheme for restructuring or arrangement.

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

37. To apply for purchase, or otherwise acquire.

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

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licenses in respect of or otherwise turn to account the property, rights or information so acquired.

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

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

39. To sell, improve, manage, develop

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

40. To outsource parts of its activities

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

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

The liability of the member(s) is limited
The liability of the member(s) is Unlimited

5 Every member of the company undertakes to contribute:

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

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

(iii) The share capital of the company is 100000 rupees, divided into

Equity Share	Shares of	10	Rupees each		10000

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6

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

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

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

Subscriber Details					
S. No.	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	**No. of shares taken**	**DSC**	**Dated**
1	NEERAJ SINGH S/o Sh. Dayashankar Singh R/o Flat C-703, The Crescent Apartment, Plot F-2, Sector-50, Noida, Gautam Budh Nagar, UP-201301 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08613892	100 Equity,0 Preference	Neeraj Singh Digitally signed by Neeraj Singh Date: 2023.06.20 15:38:43 +05:30	17/06/2023
2	SANJAY KUMAR NAYAK S/o Sh. Jagabandhu Nayak R/o K 713, Jalvayu Tower, Sector 56 Gurgaon-Haryana 122011 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08197193	100 Equity,0 Preference	Sanjay Kumar Nayak Digitally signed by Sanjay Kumar Nayak Date: 2023.06.20 15:36:11 +05:30	17/06/2023
3	SACHIN SHUKLA S/o Sh. Raj Kumar Shukla R/o 4th Floor, House No. 6, H1 Block, Good Earth City Centre, south City 2, Gurgaon - 122018 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08613963	100 Equity,0 Preference	Sachin Shukla Digitally signed by Sachin Shukla Date: 2023.06.20 15:35:34 +05:30	17/06/2023
4	PFC CONSULTING LIMITED having its registered office at Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001 Through Sh. Sachin Arora S/o Sh. Prem Lal Arora R/o F5 1903, Supertech Eco Village 1, Near Park, Greater Noida ? 201301 (as authorized representative of PFC Consulting Limited) Oc	AKGPA1434J	9400 Equity,0 Preference	SACHIN ARORA Digitally signed by SACHIN ARORA Date: 2023.06.20 15:36:29 +05:30	17/06/2023
	DHARUMAN MANAVALAN S/o Sh. Pamandi Chinnian Dharuman R/o A-703, Saheta Apartment, Plot No. 30,			D Manavalan Digitally signed by D Manavalan Date: 2023.06.20 15:37:42 +05:30	17/06/2023

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5	Dwarka, Sector-4, South West Delhi, Delhi-110078 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08102722	100 Equity,0 Preference		
6	MANOJ KUMAR RANA S/o Sh. Sube Singh R/o A-32/E, DDA Flats, Munirka, New Delhi-110067 (As a Nominee of PFC Consulting Limited) Occupation:- Service	02263302	100 Equity,0 Preference	Manoj Kumar Rana	17/06/2023
7	MILIND MADHUSUDAN DAFADE S/o Sh. Madhusudan Gurinath Dafade R/o Aishwaryam Appt., Flat C-31, Sec-4, Plot No. 17, Dwarka, New Delhi-110078 (As a Nominee of PFC Consulting Limited) Occupation:- Service	09587967	100 Equity,0 Preference	MILIND MADHUSUDAN DAFADE	17/06/2023
Total shares taken			10000 Equity,0 Preference		

Signed before me

Membership type of the witness *(ACA/FCA/ACS/FCS/ ACMA/FCMA)*	*Name of the witness	*Address, Description and Occupation	DIN / PAN / Passport number / Membership number	DSC	Dated
FCS	Naresh Kumar Sinha	121, Vinayak Apartment, C58/19, Sector-62, Noida-201307, UP	1807	NARESH KUMAR SINHA	17/06/2023

7 Shri / Smt _____ _____ Of _____ resident of _____ aged _____ years shall be the nominee in the event of death of the sole member.

Form No. INC-34

e-AOA (e-Articles of Association)

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

सत्यमेव जयते

Form language

(•) English ( ) Hindi

Refer instruction kit for filing the form.

*All fields marked in * are mandatory*

Table applicable to company as notified under schedule I of the Companies Act, 2013 *(F, G, H)*	F
Table F / G / H (basis on the selection of above-mentioned field) as notified under schedule I of the companies Act, 2013 is applicable to *(F – a company limited by shares G– a company limited by guarantee and having a share capital H – a company limited by guarantee and not having share capital)*	F - A COMPANY LIMITED BY SHARES
The name of the company is	JEWAR TRANSMISSION LIMITED

Check if not applicable	Check if altered	Article No.	Description
			Interpretation
☐	☑	I	
			Share Capital and Variation of rights
☐	☑	II 1	
☐	☑	2	•
☐	☑	3	•
☐	☑	4	•
☐	☑	5	•
☐	☑	6	•
☐	☑	7	•
☐	☑	8	•

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			Lien
☐	☑	9	• 23. Company to have lien on sharesThe Company shall have a first and paramount lien upon all shares (other than fully paid up shares) registered in the name of each member (whether solely or jointly with others) and upon the sale proceeds thereof, for all moneys (whether presently payable or not) called or payable at a fixed time in respect of all such shares (not being fully paid up) for all moneys presently payable by him or his estate to the Company. Any such lien shall extend to all dividends payable and bonuses declared from time to time declared in respect of such shares.24. Enforcing lien by saleFor the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as they shall think fit, and for that purpose it may cause to be issued a duplicate certificate in respect of such shares and may authorize one of their Directors to execute a transfer thereof on behalf of and in the name of the Board. No sale shall be made until notice period for making call as aforesaid have expired and until notice in writing of the intention to sell shall have been made known to the shareholder for default in payment and default has been made by him in the payment of money called in respect of such shares for thirty days after the date of such notice. Upon issue of a duplicate certificate or certificates in lieu of the original share, the certificate or certificates originally issued shall stand cancelled and become null and void and the same shall have no effect.25. Application of proceeds of sale The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before sale) be paid to the person entitled to the shares, at the date of the sale.
☐	☑	10	•
☐	☑	11	•
☐	☑	12	•
			Calls on shares
☐	☑		• CALLS ON SHARES?26. Directors may make callsThe Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by resolution by circulation) make such call as it thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively and each member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the board. A call may be made payable by installments.27. Notice of callsNot less than thirty days? notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid.28. When call madeA call shall be deemed to have been made at the time when the resolution of the Board authorizing such call was passed at a meeting of the Board and demand notice is issued.29. Calls may be revoked or postponedA

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		13	call may be revoked or postponed at the discretion of the Board.30. Directors may extend time??? The Board may, from time to time at its discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the Members for reasons which the Board may consider satisfactory, but no Member shall be entitled to such extension save as a matter of grace.31. Calls to carry interestIf any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at rate not exceeding 10 per cent per annum as maybe decided by the Board, but the Board may in its absolute discretion and in special circumstances waive or reduce the levy of interest as deemed appropriate.32. Sums deemed to be callAny sum, which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.33. Partial payment not to preclude ForfeitureNeither the receipt by the Company of a portion of any money which shall from time to time be due from any Member to the Company in respect of his shares, either by way of principal or interest nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.34. Payment in anticipation of calls may carry interestThe Board may, if it thinks fit, agree to and in anticipation receive from any Member willing to advance the same, all of calls money or any part of the amounts of his respective shares beyond the sums actually called up, and upon the moneys so paid in advance, or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest, at such rate as the Member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months? notice in writing.PROVIDED that moneys paid in advance of calls on any shares may carry interest but shall not confer a right to dividend or to participate in profits. (b) No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.
☐	☑	14	•
☐	☑	15	•
☐	☑	16	•
☐	☑	17	•

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☐	☑	18	•
			Transfer of shares
☐	☑	19	• 35. Register of TransfersThe Company shall maintain a Register of Transfers and therein shall be fairly and distinctively enter the particulars of every transfer or transmission of any share in the physical form.36. Form of transferThe instrument of transfer shall be in writing and in such form as prescribed under the Act. All the provisions of Section 56 of the Act shall be duly complied with in respect of all transfers and of the registration thereof. The Company shall not charge any fee for registration of a transfer of shares or debentures.37. Instrument of Transfer to be completed and presented to the CompanyThe Instrument of Transfer duly stamped and executed by the transferor and the transferee shall be delivered to the Company in accordance with the provisions of the Act. The instrument of transfer shall be accompanied by the Share Certificate or such evidences the Board may require to prove the title of transferor and his right to transfer the shares and every registered Instrument of Transfer shall remain in the custody of the Company until destroyed by order of the Board. Any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.38. Transferor deemed to be holderThe transferor shall be deemed to be the holder of such shares until the name of the transferee shall have entered in the Register of Members in respect thereof. Before the registration of a transfer, the certificate or certificates of the shares must be delivered to the Company along with Transfer Deed.39. No transfer to insolvent etc.No transfer shall be made to a person of unsound mind or to an insolvent.40. Closure of Register of Members/ Debenture holdersThe Directors shall have power, on giving not less than seven days? previous notice as required by Section 91 of the Act, to close the Register of Transfer, Register of Members or Register of Debenture holders or the register of other security holders of the Company for any period or periods not exceeding in the aggregate forty-five days in each year (but not exceeding thirty days at any one time) as they may determine.41. Nomination by shareholderEvery share-holder or debenture holder may at any time, nominate in the prescribed manner, a person to whom his shares or debenture shall vest in the event of his death, as provided in Section 72 of the Act.42. Title to shares of deceased holderIn the event there is no nomination, the executors or administrators of a deceased Member or the holder of a Succession Certificate in respect of the shares of a deceased Member (not being one of two or more joint holders) shall be the only persons whom the Company will be bound to recognize as having any title to the shares registered in the name of such Member, and the Company shall not be bound to recognize such executors or administrators or holders unless such executors, administrators or holders shall have first obtained probate or Letters of Administration or Succession Certificate as the case may be, from a duly constituted Court in India. PROVIDED that the Directors may, at their absolute discretion dispense with production of Probate, Letters of Administration or Succession Certificate upon such terms as to indemnity or otherwise as they think fit and may enter the name of the person who claims to be absolutely entitled to the shares standing in the name of a deceased Member, as a Member.

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	✓	20	•
	✓	21	•
	✓	22	•
			Transmission of shares
	✓	23	• 43. Transmission of SharesSubject to the provisions of the Act, any person becoming entitled to any share in consequence of the death, lunacy or insolvency of any Member or by any lawful means other than by a transfer in accordance with these Articles, may, with the consent of the Directors (which they shall be under no obligation to give) and upon producing such evidence that he sustains the character in respect of which he proposes to act under this. Article or of his title as the Directors may require, and upon such indemnity as the Directors may require, either be registered as a Member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as a Member in respect of such shares. PROVIDED that if such persons shall elect to have his nominee registered, he shall testify his election by executing in favor of his nominee an instrument of transfer in accordance with these Articles, and until he does so he shall not be freed from any liability in respect of such shares.44 Right of Board to decline or suspend registration ??????? (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either --(a) to be registered himself as holder of the share; or(b) to make such transfer of the share as the deceased or insolvent member could have made.(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.??????????? 45. The Company not liable for disregard of notice prohibiting registration of transferThe Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purported to be made by any apparent legal owner thereof (as shown or appearing in register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred to it in any book, or attended or given effect to any notice which may have been given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors shall so think fit.46. Rights of successors A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would have been entitled if he were the registered holder of the shares, except that he shall not, before being registered as a Member in respect of the shares, be entitled to exercise any right conferred by membership

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			in relation to meetings of the Company. PROVIDED that the Directors shall, at any time, give notice requiring any such person to elect to be registered himself or to transfer the shares, and if the notice is not complied within ninety days from the date of issue of the notice, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the shares until the requirements of the notice have been complied with.
☐	☑	24	•
☐	☑	25	•
☐	☑	26	•
☐	☑	27	•
			Forfeiture of shares
☐	☑		• FORFEITURE OF SHARES47. If money payable on shares not paid notice to be given to membersIf any Member fails to pay any call, or installment of a call, on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may, at any time thereafter, during such time as any part of the call or installment remains unpaid, serve a notice on him requiring him to pay the same together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.48. Contents of NoticeThe notice shall name a further day (not being less than fourteen days from the date of the service of notice) and a place or places on and at which such call or installment and such interest thereon at such rate as the Directors shall determine from the day on which such call or installment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that in the event of the non-payment on or before the day, at or before the time and at the place appointed, the shares in respect of which the call was made or installment is payable, shall be liable to be forfeited.49. In default of payment, shares to be Forfeited If the requirement of any such notice as aforesaid are not complied with, every or any share in respect of which such notice has been given may, at any time thereafter, but before payment of all calls or installments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the aforesaid share and not actually paid before the forfeiture. In default of payment, shares to be Forfeited50. Notice of forfeiture to a MemberWhen any share shall have been so forfeited, notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalid by any omission or neglect to make any such entry as aforesaid in the Register.51. Forfeited share to be property of the Company and may be sold etc.????????????? Any share so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any person, upon such terms and in

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		28	such manner as the Board shall think fit.52. Member still liable to pay calls owing at the time of forfeiture and interestAny members whose shares have been forfeited shall notwithstanding the forfeiture be liable to pay and shall forthwith pay to the Company, on demand, all calls, installment, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest accrued thereon at the time of the forfeiture at such rate as the Board may determine, and the Board may enforce the payment thereof, if it thinks fit.53. Effect of forfeitureThe forfeiture of a share shall involve extinction, at the time of the forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.54. Evidence of forfeitureA declaration in writing by Chairman or Managing Director of the Company or by any person duly authorised in this regard that certain shares in the Company have been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration, and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom the shares are sold shall be registered as the holder of such shares and shall not be bound to see as to the application of the purchase money nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition.55. Validity of sale under Articles of forfeited sharesUpon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser?s name to be entered in the Register of Members in respect of the shares sold, and the purchaser shall not be bound to see the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.56. Cancellation of Share Certificates in respect of forfeited sharesUpon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been (previously) surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitled thereto.57. Power to annul forfeiture The Board may at any time before any share so forfeited, shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such terms and conditions as it thinks fit.
☐	☑	29	•
☐	☑	30	•
☐	☑	31	•

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☐	☑	32	•
☐	☑	33	•
☐	☑	34	•
			Alteration of capital
☐	☑	35	• 58. Alteration of Share Capital??? The company may, from time.to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.Subject to the provisions of section 61, the company may, by ordinary resolution, the Company may from time to time:--(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;(b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;(c) Sub-divide its shares, or any of them into shares of smaller amount than is fixed by the memorandum, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.;(d) Cancel any shares which as the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.The resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise over or as compared with the others or other, subject, to the provisions of the Act. Subject to the provisions of Sections 66 of the Act, the Board may accept from any member the surrender on such terms and conditions as shall be agreed of all or any of his shares.The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, --(a) its share capital;(b) any capital redemption reserve account; or (c) any share premium account.
☐	☑	36	•
☐	☑	37	•
☐	☑	38	•
			Capitalisation of profits
☐	☑		• 59. Capitalization of Profits(1) Any General Meeting of the Company may resolve that any amounts standing to the credit of the Free Reserve or Share Premium Account or the Capital Redemption Reserve Account or any moneys, investment or other assets forming part of the undivided profits including profits or surplus moneys arising from the realization and (when permitted by the law) from the appreciation in value of any capital assets of the Company standing to the credit of the General Reserve or any other Reserve or Reserve Fund or any other Fund of the Company or in

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	39	the hands of the Company and available for dividend be capitalized:-(a) by the issue and distribution of shares, as fully paid-up, and to the extent permitted by the Act, debentures, debenture stock, bonds or other obligations of the Company ; or(b) by crediting share of the Company, which may have been issued and are not fully paid-up, with the whole or any part of the sum remaining unpaid thereon;PROVIDED that any amounts standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account shall be applied only in crediting the payment of capital on shares to be issued to Members as fully paid bonus shares (Further capitalization of reserve created by the revaluation of assets are not to be used for issuance of Bonus Shares as per section 63 of the Act).(2) Such issue and distribution under sub-clause (1) (a) of this Article and payment to the credit of unpaid share capital under sub-clause (1) (b) of this Article shall be made among and in favour of the Members or any class of them or any of them entitled thereto and in accordance with their respective rights and interests and in proportion to the amount of capital paid-up on the shares held by them respectively in respect of which such distribution or payment shall be made, on the footing that such Members become entitled thereto as capital.(3) The Directors shall give effect to any such resolution and for the said purpose the Board may settle any difficulty which may arise in regard to distribution as it thinks expedient including in regard to fractional entitlements, and shall apply such profits, General Reserve, other Reserve or any other Fund or account as aforesaid as may be required for the purpose of making payment in full on the shares, or other obligations of the Company so distributed under sub clause (1) (a) of this Article or (as the case may be) for the purpose of paying, in whole or in part, the amount remaining unpaid on the shares which may have been issued and are not fully paid-up under sub-clause (1)(b) above.PROVIDED that no such distribution or payment shall be made unless recommended by the Directors, and, if so recommended, such distribution and payment shall be accepted by such Members as aforesaid in full satisfaction of their interest in the said capitalized fund.(4) For the purpose of giving effect to any such resolution, the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient, and, in particular, they may issue fractional certificates and may fix the value for distribution of any specific asset and may determine that any cash payment be made to any Members on the footing of the value so fixed and may vest any such cash, shares, debentures stock, bonds or other obligations in trustees upon such trusts for the persons entitled thereto as may seem expedient to the directors, and generally may make arrangement for the acceptance, allotment and sale of such shares, debentures, debentures stock, bonds or other obligations and fractional certificates or otherwise as they may think fit.(5) When deemed requisite, a proper contract shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the Members entitled as aforesaid. Subject to the provisions of the Act and these Articles, in cases where some of the shares of the Company are fully paid and others are partly paid, such capitalization may be effected by the distribution of further shares in respect of the fully paid shares and by crediting the partly paid shares with the whole or part of the unpaid liability thereon, but so that as between the holders of the fully paid shares and the partly paid shares, the sums so applied in the payment of such further shares and in the extinguishment or diminution of the

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			liability on the partly paid shares shall be applied pro rata in proportion to the amount then already paid or credited as paid on the existing fully paid and partly paid shares respectively.
☐	☑	40	•
			Buy-back of shares
☐	☑	41	• 60. Buy Back of Shares Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.
			General meetings
☐	☑	42	• 61. Annual General MeetingThe Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. If for any reason beyond the control of the Board, the general meeting (including an Annual General meeting) cannot be held on the appointed day, the Board shall have power to postpone the General meeting of which a notice should be given to the members. Every member of the Company shall be entitled to attend either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.62. Extraordinary General MeetingThe Board may, whenever it thinks fit, call an Extraordinary General Meeting of the Company. The Board? shall at the? requisition in writing by a Member or Members holding in the aggregate not less than one-tenth of such of the paid-up capital of the company on that date and carries the right of voting in regard to the matter in respect of which the requisition has been made.63. Requisition of Members to state object of MeetingAny valid requisition so made by Members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and deposited at the registered office of the company. PROVIDED that such requisition may consist of several documents in like form, each signed by one or more requisitionists.65. On receipt of requisition Directors to call meeting and in default requisitionists may do so Upon the receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting, and if they do not proceed within twenty-one days from the date of the requisition being deposited at the Registered Office to cause a meeting to be called on a day not later than forty-five days from the date of deposit of the requisition, the requisitionists, or such of their number as represent either a majority in value of the paid-up share capital held by all of them or one-tenth of such of the paid-up share capital of the Company as is referred to in Section 100(2) of the Act, whichever is less, may themselves call the meeting, but in either case, any meeting so called shall be held within three months from the date of the deposit of the requisition, as aforesaid.66. Meeting called by requisitionistsAny meeting called under the foregoing Articles by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the

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			Board.67. Twenty-one days? notice of meeting to be givenA general meeting of a Company may be called by giving not less than clear twenty-one days? notice either in writing or through electronic mode in such a manner as may be prescribed, Every notice of a meeting shall specify the place, date, day and the hour of meeting, and shall contain statement of the business to be transacted at such meeting. And, The notice of every meeting shall be given to every member of the Company, Legal Representative of any deceased member or the assignee of an insolvent member, auditor or auditors of the Company and every director of the Company and all such persons as are under these Articles entitled to receive notice from the Company"Provided that a general meeting may be called after giving shorter notice than that specified in this sub-section if consent, in writing or by electronic mode, is accorded thereto ?(i) in the case of an annual general meeting, by not less than ninty-fiveper cent. of the members entitled to vote thereat; and(ii) in the case of any other general meeting, by members of the company?(a) holding, if the company has a share capital, majority in numberof members entitled to vote and who represent not less than ninety-fiveper cent. of such part of the paid-up share capital of the company as givesa right to vote at the meeting; or(b) having, if the company has no share capital, not less thanninty-five per cent. of the total voting power exercisable at that meeting: Provided further that where any member of a company is entitled to vote only on some resolution or resolutions to be moved at a meeting and not on the others, those members shall be taken into account for the purposes of this sub-section in respect of the former resolution or resolutions and not in respect of the latter.".
☐	☑	43	•
			Proceedings at general meetings
☐	☑	44	
☐	☑	45	•
☐	☑	46	•
☐	☑	47	•
☐	☑	48	•
			Adjournment of meeting
☐	☑	49	• 83. Adjournment of Meeting (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned

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			meeting.
			Voting rights
☐	☑	50	• 84. Members in arrears not to voteNo member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholders either upon a show of hands or upon a poll in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised any right of lien.?85. Number of votes to which Member Entitled? Subject to the provisions of these Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the Company, every Member shall be entitled to be present, and to speak and vote at such meeting by show of hand for which the Member present in person shall have one vote. On a poll taken at a meeting of a company, a member entitled to more than one vote, or his proxy, need not to use all his votes or cast in the same way all the votes he uses.86. Votes by a Member entitled to more than one voteOn a poll taken at a meeting of the Company, a Member entitled to more than one vote by virtue of his share-holding or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses and he may vote in different manner as he deems fit.87. Vote of Member who is a minorIf any shareholder be a minor, the vote in respect of his share or shares shall be by his guardian, or any one of his guardians, if more than one, to be selected in case of dispute by the Chairman of the meeting.88. Votes of Joint MembersIf there be joint registered holders of any shares, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names stand in the register of members.89. Voting in person or by proxy or RepresentativeSubject to the provisions of these Articles, votes may be given either personally or by proxy. A body corporate being a Member may vote either by proxy or by a representative duly authorised in accordance with Section 113 of the Act and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) and by postal ballot, on behalf of the body corporate which he represents as that body could exercise if it were an individual Member of the Company.90. Votes in respect of shares of DeceasedAny person entitled under the Transmission Clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares. PROVIDED that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Chairman of his right to transfer such shares and give such indemnity (if any) as the Chairman may require or the Chairman shall have previously admitted his right to vote at such meeting in respect thereof.91. Time for objection to voteNo objection shall be made to the validity of any vote, except at the meeting or poll at which such vote was tendered, and every vote whether given personally or by proxy, not disallowed at such meeting or poll, shall be deemed valid for purposes of such meeting or poll whatsoever.92. Chairman of the meeting to be the judge of the validity of any Vote The Chairman of

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			any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
☐	☑	51	•
☐	☑	52	•
☐	☑	53	•
☐	☑	54	•
☐	☑	55	•
☐	☑	56	•
			Proxy
☐	☑	57	• 93. Appointment of proxy A person can act as proxy on behalf of members not exceeding fifty and holding in the aggregate not more than ten percent of the total share capital of the company carrying voting rights:Provided that a member holding more than ten percent of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or shareholder.Every proxy shall be appointed in writing under the hand of the Member or if such Member is a body corporate under the common seal of such corporation, or be signed by an appointer or his attorney duly authorised in writing. The proxy so appointed shall not have any right to speak at the meetings.94. Deposit of instrument of Proxy etc.The instrument appointing a proxy and the power of attorney or other authority (if any), under which it is signed or a notarized copy of that power or authority, shall be deposited at the Registered Office of the Company not later than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default, the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.95. Form of proxyAn instrument appointing a proxy shall be in the form No. MGT-11 as prescribed in the rules made under section 105 of the Companies Act, 201396. Proxy either for specified meeting or for a periodAn instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and any adjournment thereof or it may appoint for the purpose of every meeting of the Company, or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting.97. Validity of votes given by proxy notwithstanding death of MemberA 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.
☐	☑	58	•
☐	☑	59	•
			Board of Directors
☐	☑	60	
☐	☑	61	•
☐	☑	62	•
☐	☑	63	•
☐	☑	64	•
☐	☑	65	•
☐	☑	66	•
			Proceedings of the Board
☐	☐	67	• The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. • A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
☐	☑	68	
☐	☑	69	•
☐	☑	70	•
☐	☑	71	•
☐	☑	72	•
☐	☑	73	•
☐	☑	74	•
☐	☑	75	•
☐	☑	76	•
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
☐	☑		• 127. CEO, MANAGER, CS AND CFOSubject to the provisions of the Act, --(i) A chief executive officer, manager, company secretary or

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		77	chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may thinks fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer As per provisions of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.
☐	☑	78	•
			The Seal
☐	☑	79	• 128. The Seal its custody and useThe Board shall provide a Common Seal for the purpose of the Company, and shall have power, from time to time, to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the seal shall never be used except on the authority of the Board or by Committee of the Board as authorised.'129. Deeds how executedEvery deed or other instrument, to which the Seal of the Company is required to be affixed, shall unless the same is executed by a duly constituted attorney issued under the seal; be signed by two Directors or one Director and Secretary or some other person authorised by the Board for the purpose: PROVIDED that in respect of the Share Certificate, the Seal shall be affixed in accordance with Article as mentioned? above.
			Dividends and Reserve
☐	☑	80	
☐	☑	81	•
☐	☑	82	•
☐	☑	83	•
☐	☑	84	•
☐	☑	85	•
☐	☑	86	•
☐	☑	87	•
☐	☑	88	•
			Accounts

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☐	☑	89	• 142. Directors to keep true accounts(a) Every company shall prepare and keep at its? registered office including its branch office or offices or at such other place in India as the Board thinks fit, Books of Accounts and other relevant books and papers and financial statement for every financial year which give a true and fair view of the state of the affairs of the company in accordance with Section 128 of the Act with respect to-(i) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place;(ii) all sales and purchases of goods by the Company;(iii) the assets and liabilities of the Company.(iv) state of affairs of the company.(b) Where the Board decides to keep all or any of the Books of Account at any place other than the Office of the Company, the Company shall within seven days of the decision file with the Registrar a Notice in writing giving the full address of that other place in accordance with Section 128 of the Act.(c) The company may keep such books of account or other relevant papers in electronic mode in such manner as may be prescribed.(d) The Company shall preserve in good order the Books of Account relating to a period of not less than eight financial years immediately preceding a financial year.? The books of account and other relevant books and papers maintained in electronic mode shall remain accessible in India so as to be usable for subsequent reference together with the vouchers relevant to any entry in such Books of Account.143. Inspection of accounts or record by membersNo Member (not being a director) shall have any right of inspecting any account or books or documents of the Company except as conferred by Section 94 of the Act or authorised by the Board or by the company in general meeting.The Board may determine whether and to what extent and at what time and place and under what conditions or regulations the accounts and books of the Company or any of them may be open to inspection of the Members. Notwithstanding anything to the contrary contained hereinabove, the authorised representative of Promoters shall have a right to inspect the accounts books, plant, facility, documents, records, premises, equipment and machinery and all other property of the Company at convenient time(s), after giving advance notice to the Company.144. Statement of Accounts to be furnished to General Meeting? The Directors shall, from time to time, in accordance with Sections 129 and 134 and other applicable provisions of the Act, cause to be prepared and to be laid before the Company in General Meeting, such Balance Sheets, Profit and Loss Accounts and Reports as are required by these Sections.145. Copies shall be sent to each MemberWithout prejudice to the provisions of Section 101 and subject to the provisions of Section 136 of the Act, a copy of the financial statements, including consolidated financial statements, auditors? report and every other document required by law to be annexed or attached to the Balance Sheet shall at least twenty-one days before the General Body Meeting at which the same are to be laid before the members, be sent to the members of the company, to every trustee for every holder of any debenture issued by the company and to all persons other than such members or trustee, being the person so entitled to attend the General Body Meeting.146. Copy of financial statement to be filed with registrar The Company shall comply with Section 137 of the Act as to filing copies of the Balance Sheet and Profit and Loss Account and documents required to be annexed or attached thereto with the Registrar.

JEWAR TRANSMISSION LIMITED NEW DELHI

			Winding up
☐	☑	90	• 147. Procedure for winding uplf the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively. And if in a winding-up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding-up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions. If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of a Special Resolution, divide among the contributions, in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories, or any of them, as the liquidators, with the like sanction, shall think fit.
			Indemnity
☐	☑	91	• 148. Officers to be indemnified Subject to provisions of the Act, every Officer of the company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal. Provided that if such person is proved to be guilty, the premium paid on such insurance shall be treated as part of the remuneration.
			Others
☐	☑	92	

Subscriber Details

S. No.	Subscriber Details				
	***Name, Address, Description and Occupation**	**DIN / PAN / Passport number**	***Place**	**DSC**	**Dated**
1	M/s PFC Consulting Limited having its registered office at Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi-110001 Through Sh. Sachin Arora S/o Sh. Prem Lal Arora R/o F5 1903, Supertech Eco Village 1, Near Park, Greater Noida ? 201301	AKGPA1434J	New Delhi	SACHIN ARORA	19/06/2023

TEMAR TRANSMISSION LIMITED NEW DELHI

	(as authorized representative of PFC Consulting Limited)				
2	DHARUMAN MANAVALAN S/o Sh. Pamandi Chinnian Dharuman R/o A-703, Saheta Apartment, Plot No. 30, Dwarka, Sector-4, South West Delhi, Delhi-110078 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08102722	New Delhi	D Manavalan	19/06/2023
3	MANOJ KUMAR RANA S/o Sh. Sube Singh R/o A-32/E, DDA Flats, Munirka, New Delhi-110067 (As a Nominee of PFC Consulting Limited) Occupation:- Service	02263302	New Delhi	Manoj Kumar Rana	19/06/2023
4	MILIND MADHUSUDAN DAFADE S/o Sh. Madhusudan Gurinath Dafade R/o Aishwaryam Appt., Flat C-31, Sec-4, Plot No. 17, Dwarka, New Delhi-110078 (As a Nominee of PFC Consulting Limited) Occupation:- Service	09587967	New Delhi	MILIND MADHUSUDAN DAFADE	19/06/2023
5	NEERAJ SINGH S/o Sh. Dayashankar Singh R/o Flat C-703, The Crescent Apartment, Plot F-2, Sector-50, Noida, Gautam Budh Nagar, UP-201301 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08613892	New Delhi	Neeraj Singh	19/06/2023
6	SANJAY KUMAR NAYAK S/o Sh. Jagabandhu Nayak R/o K 713, Jalvayu Tower, Sector 56 Gurgaon-Haryana 122011 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08197193	New Delhi	Sanjay Kumar Nayak	19/06/2023
7	SACHIN SHUKLA S/o Sh. Raj Kumar Shukla R/o 4th Floor, House No. 6, H1 Block, Good Earth City Centre, south City 2, Gurgaon - 122018 (As a Nominee of PFC Consulting Limited) Occupation:- Service	08613963	New Delhi	Sachin Shukla	19/06/2023

Signed before me

Name Prefix *(ACA/FCA/ACS/ FCS/ACMA/ FCMA)*	***Name of the witness**	***Address, Description and Occupation**	***DIN / PAN / Passport number / Membership**		**DSC**	**Dated**
FCS	Naresh Kumar Sinha	121, Vinayak Apartment, C58/19, Sector-62, Noida-201307, UP	1807	New Delhi	1807	19/06/2023

SEAR TRANSMISSION LIMITED NEW DELHI

PFC CONSULTING LTD.

आजादी का अमृत महोत्सव

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतःस्वामित्वाधीन सहायक कम्पनी)
PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Limited)
CIN U74140DL2008GOI175858

In Duplicate

Ref. No. 04/22-23/ITP-62/RFP

February 16, 2024

To

E-mail: jsrinivaskumar@meilgroup.in

Megha Engineering & Infrastructures Limited
S-2, Technocrat Industrial Estate,
Balanagar Hyderabad - 500037

Kind Attn.: Mr. J. Srinivas Kumar, Senior Manager

Sub: Independent Transmission Project (ITP) "Construction of 400/220 kV, 2x500 MVA GIS Substation Jewar, 220/33 kV, 2x60 MVA GIS substation Cantt (Chaukaghat) Varanasi, 220/33 kV, 3x60 MVA GIS substation Vasundhara (Ghaziabad), 220/132/33 kV, 2x160+2x40 MVA substation khaga (Fatehpur) with associate Lines" – Letter of Intent

Dear Sir,

We refer to:

1. The Request for Proposal document dated May 04, 2023 issued to 'Megha Engineering & Infrastructures Limited' for participation in the international competitive bidding process for Transmission Scheme for "Construction of 400/220 kV, 2x500 MVA GIS Substation Jewar, 220/33 kV, 2x60 MVA GIS substation Cantt (Chaukaghat) Varanasi, 220/33 kV, 3x60 MVA GIS substation Vasundhara (Ghaziabad), 220/132/33 kV, 2x160+2x40 MVA substation khaga (Fatehpur) with associate line", and as amended till the Bid Deadline including all correspondence / clarifications / amendments exchanged between 'Megha Engineering & Infrastructures Limited' and PFC Consulting Limited in regard thereto (hereinafter collectively referred to as the **"Final RFP"**);

2. The offer of 'Megha Engineering & Infrastructures Limited' by way of a Technical Bid pursuant to (1) above submitted on September 16, 2023 in response to the Final RFP.

3. The Financial Bid (Initial Offer) of 'Megha Engineering & Infrastructures Limited' submitted on September 16, 2023 in response to the Final RFP and the Bid Bond which is valid till 04.06.2024.

4. The Financial Bid (Final Offer) of 'Megha Engineering & Infrastructures Limited' through e-Reverse Auction.

5. The Technical Bid mentioned at Sl.No. 2 above and the Financial Bids mentioned at Sl.Nos.3 & 4 above, hereinafter collectively referred to as the "Bid".

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

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

NEWAR TRANSMISSION LIMITED NEW DELHI

a) Acknowledging its issuance and unconditionally accepting its contents and recording "Accepted unconditionally" under the signature of your authorized signatory on each page of the duplicate copy of this letter attached herewith, and returning the same to PFC Consulting Limited within seven (07) days of the date of issuance of LoI. This LoI is issued to you in duplicate.

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

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

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

Yours sincerely,
For PFC Consulting Limited

(Naveen Phougat)
General Manager

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

Copy to:

1. **Chairman and Managing Director, Power Finance Corporation Limited**, "Urjanidhi", 1, Barakhamba Lane, Connaught Lane, New Delhi – 110 001
2. **Chairman, U.P. Power Transmission Corporation Limited**, 7th Floor, Shakti Bhawan, 14 Ashok Marg, Lucknow, Uttar Pradesh – 226001 Email id: chairman@upptcl.org
3. **Managing Director, U.P. Power Transmission Corporation Limited**, Shakti Bhawan, 14 Ashok Marg, Lucknow, Uttar Pradesh – 226001 Email id: md@upptcl.org
4. **Managing Director, Paschimanchal Vidyut Vitran Nigam Ltd.,** Hydel Colony, Victoria Park, Meerut-250001 E-mail: md@pvvnl.org
5. **Managing Director, Madhyanchal Vidyut Vitran Nigam Ltd.,** 4A Gokhale Marg, Lucknow-226001 E-mail: md.mvvnl2010@gmail.com
6. **Managing Director, Purvanchal Vidyut Vitran Nigam Ltd.,** Vidyut Nagar, Bhikharipur, P.O. DLW, Varanasi-221010 E-mail: mdpurvanchalvvnl@ gmail.com
7. **Managing Director, Dakshinanchal Vidyut Vitran Nigam Ltd.,** Urja Bhawan, NH-2 (Agra-Delhi bypass Road) Sikandra Agra-282002 E-mail: dvvnlmd@gmail.com
8. **Managing Director, Kanpur Electricity Supply Co. Ltd.,** Kesa House, 14/17 Civil Lines, Kanpur – 208001 E-mail: md@kesco.co.in
9. **Director (W&P), U.P. Power Transmission Corporation Limited**, 7th Floor, Shakti Bhawan, 14 Ashok Marg, Lucknow, Uttar Pradesh – 226001 Email id: director_project@upptcl.org
10. **Secretary, Uttar Pradesh Electricity Regulatory Commission**, Vidyut Niyamak Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010

NEWAR TRANSMISSION LIMITED NEW DELHI

SCHEDULE – A
(Page 1 of 2)

1. Quoted Transmission Charges as per Annexure-21-Format For Financial Bid

Quoted Transmission Charges: Rs.795.86 million per annum

SWAR TRANSMISSION LIMITED
NEW DELHI

SCHEDULE – A
(Page 2 of 2)

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

S. No.	Name of the Transmission Element	Scheduled COD in months from Effective Date	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the Element of the Project	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
A.	**Construction of 400/220kV, 2×500 MVA GIS substation Jewar with associated lines**			
A1	Construction of 400/220 kV, 2×500MVA GIS substation Jewar (GautamBudh Nagar) (alongwith 125MVAR reactor)	Last Date of 18th Month from the date of transfer of SPV	30.85%	Elements at Sr. No. A1 & A2 shall be required simultaneously.
A2	LILO of one ckt. of 400 kV Gr. Noida (765 kV) – Sector-148 (400) Noida DC line at 400/220 kV GIS			
B.	**Construction of 220/33 kV, 2×60 MVA GIS substation Cantt. (Chaukaghat) Varanasi with associated lines**			
B1	Construction of 220/33 kV GIS substation Cantt. (Chaukaghat) Varanasi	Last Date of 18th Month from the date of transfer of SPV	26.78%	Elements at Sr. No. B1 & B2 shall be required simultaneously.
B2	LILO of one ckt. of 220 kV Sarnath (400) – Gajokhar DC line at Cantt. (Chaukaghat) Varanasi construction of 41.5 Km (37 Km overhead line (Zebra Conductor) on Lattice Tower and construction of 4.5 Km 630 mm^2 line with copper XLPE cable			
C.	**Construction of 220/33 kV, 3×60 MVA GIS substation Vasundhara (Ghaziabad) with associated lines**			
C1	Construction of 220/33 kV GIS substation Vasundhara	Last Date of 18th Month from the date of transfer of SPV	17.11%	Elements at Sr. No. C1, C2 & C3 shall be required simultaneously.
C2	LILO of one ckt. of 220 kV Muradnagar (400) – Sahibabad (220) SC line at 220 kV substation Vasundhara (Ghaziabad) (Multi Ckt./Monopole Tower) (Zebra conductor)			
C3	220 kV Indirapuram (400) – Vasundhara SC line (Monopole and Narrowbase multi ciruit tower)			
D.	**Construction of 220/132/33 kV, 2×160+2×40MVA substationKhaga (Fatehpur) with associated lines**			
D1	Construction of 220/132/33 kV substation Khaga (Fatehpur)	Last Date of 18th Month from the date of transfer of SPV	25.26%	Elements at Sr. No. D1, D2, D3, D4, D5 & D6 shall be required simultaneously.
D2	220 kV Fatehpur (765) PG – Khaga DC line (Zebra Conductor)			
D3	132 kV Khaga (220) – Khaga DC line			
D4	132 kV Khaga (220) – Hussainganj SC line			
D5	132 kV Bay at 132 kV substation Khaga- 02 Nos.			
D6	132 kV Hybrid Bay at 132 kV substation Hussainganj -01 No.			

JEWAR TRANSMISSION LIMITED NEW DELHI

Megha Engineering & Infrastructures Ltd.
An ISO 9001-2015 Company
S-2, Technocrat Indl. Estate, Balanagar, Hyderabad-500037, Telangana, INDIA
Tel: +91-40-44336700 Fax: +91-40-44336800
E-mail: info@meil.in Visit us: www.meil.in U45202TG2006PLC050271

Ref: MEIL/BD/PFCCL/Jewar/LOI Acceptance/001 **Date:** 20/02/2024

To,
PFC Consulting Limited,
9th Floor, A-Wing, Statesman House,
Connaught Place, New Delhi – 110 001

Sub: Request for Proposal Document for selection of Bidder as Transmission Service Provider through tariff based competitive bidding process to establish Intra-State Transmission System for "Construction of 400/220 kV, 2x500 MVA GIS Substation Jewar, 220/33 kV, 2x60 MVA GIS substation Cantt (Chaukaghat) Varanasi, 220/33 kV, 3x60 MVA GIS substation Vasundhara (Ghaziabad), 220/132/33 kV, 2x160+2x40 MVA substation khaga (Fatehpur) with associated lines – **Acknowledgement of receipt of Letter of Intent – Reg**

Ref: 04/22-23/ITP-62/RFP, dated: 16/02/2024

Dear Sir,

With reference to letter cited above, we acknowledge with thanks the receipt of Letter of Intent. As directed, we herewith enclose the duplicate copy of Letter of Intent duly "Accepted Unconditionally" and signed by authorized signatory on each page as token of our acceptance.

Yours faithfully,
For M/s. Megha Engineering & Infrastructures Limited

MEGHA ENGINEERING & INFRASTRUCTURES LTD. S-2, TIE, Balanagar, Hyderabad-37

(J. Srinivas Kumar)
Authorized Signatory

Encl: Duplicate copy of Letter of Intent duly signed

JEWAR TRANSMISSION LIMITED NEW DELHI

ANNEXURE A-8

Dated: October 19, 2023

CERTIFICATE BY THE BID EVALUATION COMMITTEE

Subject: **Selection of Successful Bidder as Transmission Service Provider to establish "Construction of 400/220 kV, 3x500 MVA GIS substation Jewar, 220/33 kV, 2x60 MVA GIS substation Cantt (Chaukaghat) Varanasi, 220/33 kV, 3x60 MVA GIS substation Vasundhara (Ghaziabad), 220/132/33 kV, 2x160+2x40 MVA khaga (Fatehpur) with associated lines".**

It is hereby certified that:

1. The entire bid process has been carried out in accordance with the "Tariff based Competitive Bidding Guidelines for Transmission Service" and "Guidelines for encouraging competition in development of the Transmission Projects' issued by Ministry of Power, Govt. of India under Section 63 of the Electricity Act, 2003 and as amended from time to time.

2. **Megha Engineering & Infrastructures Limited** emerged as the Successful Bidder after the conclusion of e-reverse bidding process with the lowest Quoted Transmission Charges of **Rs. 795.86 million per annum**

3. The transmission charges of Rs. 795.86 million per annum discovered after electronic reverse auction is acceptable.

Name of Committee Member	Signature
Ashish Kumar Goel (IAS), Chairman, UPPTCL, Lucknow-Chairman, BEC	
P. Guruprasad (IAS), Managing Director, UPPTCL, Lucknow-Member, BEC	
Rajiv Kumar, Director (Work & Projects), UPPTCL, Lucknow- Member, BEC	
Piush Garg, Director (Operations), UPPTCL, Lucknow- Member, BEC	
Rajiv Kumar, Director (Commercial & Planning), UPPTCL, Lucknow- Member, BEC	
Rakesh Prasad, Director (P.M.&A), UPPTCL, Lucknow- Member, BEC	
Nidhi Kumar Narang, Director (Finance), UPPTCL, Lucknow- Member, BEC	
Piush Garg, Director (SLDC)- Member, BEC	
Bhanwar Singh Meena, Director (PSE &B TD), Central Electricity Authority (CEA), New Delhi- Member, BEC	
Dr. Ajay K. Garg, Professor, Finance & Accounting, Indian Institute of Management (IIM) Lucknow- Member, BEC	

JEWAR TRANSMISSION LIMITED NEW DELHI

PFC CONSULTING LTD

पीएफसी कंसल्टिंग लिमिटेड
(पावर फाइनेंस कॉर्पोरेशन लि० की पूर्णत स्वामित्वाधीन सहायक कम्पनी)
PFC CONSULTING LIMITED
(A wholly owned Subsidiary of Power Finance Corporation Ltd.)

ANNEXURE A-9

Ref. No. 04/22-23/ITP-62/RFP **March 07, 2024**

To

Megha Engineering & Infrastructures Limited
S-2, Technocrat Industrial Estate,
Balanagar Hyderabad - 500 037.

E-mail: jsrinivaskumar@meilgroup.in

Kind Attn.: Mr. J. Srinivas Kumar, Senior Manager

Sub: Independent Transmission Project "Construction of 400/220 kV, 2x500 MVA GIS Substation Jewar, 220/33 kV, 2x60 MVA GIS substation Cantt (Chaukaghat) Varanasi, 220/33 kV, 3x60 MVA GIS substation Vasundhara (Ghaziabad), 220/132/33 kV, 2x160+2x40 MVA substation khaga (Fatehpur) with associated lines" – Regarding extension of LoI.

Dear Sir,

This is with reference to Letter of Intent (LoI) issued on February 16, 2024 for establishment of subject transmission scheme. The Clause No. 2.15.2 of the RFP document stipulates that within ten (10) days of the issue of the LoI the selected bidder shall complete all the activities including the acquisition of SPV.

As the SPV is being transferred on March 07, 2024, the last date for completion of various activities under Clause No. 2.15.2 of the RFP document is extended from February 26, 2024 to March 18, 2024.

Thanking you,

Yours faithfully,

(Naveen Phougat)
General Manager

JAWAR TRANSMISSION LIMITED NEW DELHI

Phone No:
Sold To/Issued To:
Charan
For Whom/ID Proof:
UCO BANK
भारत INDIA
INDIA NON JUDICIAL
भारतीय गैर न्यायिक
₹ 0000500/-
Agreement

Contract Performance Guarantee

To Purvanchal Vidyut Vitran Nigam Limited Bhikharipur, P.O. DLW, Varanasi - 221004	BG No.: 2268IGPER000924 Date: 07.03.2024 BG Amount: **Rs.4,10,40,000/-** Validity up to: **31.12.2025** Claim validity up to: **31.12.2026**

In consideration of the **M/s. Megha Engineering & Infrastructures Limited,** having its registered office at S-2, Technocrats Industrial Estate, Balanagar, Hyderabad - 500 037, Telangana, agreeing to undertake the obligations under the Transmission Service Agreement to be executed on 07/03/2024 and the other RFP Project Documents and the Long Term Transmission Customers and the **PFC Consulting Limited**, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the **UCO Bank,** having our registered office at # 10, B T M Sarani, Kolkata - 700001, West Bengal and one of its branches at Flagship Corporate Branch, 6-3-1108, Ground Floor, Navabharat Chambers, Raj Bhavan Road, Somajiguda, Hyderabad - 500 082 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Long Term Transmission Customers at **Purvanchal Vidyut Vitran Nigam Limited, Bhikharipur, P.O. DLW, Varanasi - 221004,** forthwith on demand in writing from the Long Term Transmission Customers or any Officer authorized by it in this behalf, any amount up to and not exceeding **Rs.4,10,40,000/- (Rupees four crore ten lakh forty thousand only)** on behalf of **M/s. Megha Engineering & Infrastructures Limited.**

This guarantee shall be valid and binding on the Guarantor Bank up to and including **31.12.2025** and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to **Rs.4,10,40,000/- (Rupees four crore ten lakh forty thousand only)**. Our Guarantee shall remain in force until **31.12.2025** The Long Term Transmission Customers. shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from **Purvanchal Vidyut Vitran Nigam Limited**, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Long Term Transmission Customers.

Contd....2.

कृते यूको बैंक / For UCO BANK

Manager/Senior Manager — Chief Manager

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

V. POORNA CHANDER
MANAGER
EMP No-46186

UCO BANK FCC Br., Hyd.

RENEW TRANSMISSION LIMITED NEW DELHI

BG No.: 2268IGPER000924
Date: 07.03.2024
BG Amount: **Rs.4,10,40,000/-**
Validity up to: **31.12.2025**
Claim validity up to: **31.12.2026**

V. POORNA CHANDER
MANAGER
EMP No-46186

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **M/s. Megha Engineering & Infrastructures Limited**, **Jewar Transmission Limited** and / or any other person. The Guarantor Bank shall not require Long Term Transmission Customers to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Long Term Transmission Customers in respect of any payment made hereunder.

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

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

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

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Long Term Transmission Customers shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against **Jewar Transmission Limited** or the Selected Bidder, as the case may be, to make any claim against or any demand on **Jewar Transmission Limited** or the Selected Bidder, as the case may be, or to give any notice to **Jewar Transmission Limited** or the Selected Bidder, as the case may be, or to enforce any security held by the Long Term Transmission Customers or to exercise, levy or enforce any distress, diligence or other process against **Jewar Transmission Limited** or the Selected Bidder, as the case may be.

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

The Guarantor Bank hereby agrees and acknowledges that Long Term Transmission Customers shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Contd....3.

कृते यूको बैंक / For UCO BANK

Manager/Senior Manager
एफ.सी.सी. हैदराबाद / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

Chief Manager

SURESH MARPU
CHIEF MANAGER
EMP No-47165

JEWAR TRANSMISSION LIMITED
NEW DELHI

BG No.: 22681GPER000924
Date: 07.03.2024
BG Amount: **Rs.4,10,40,000/-**
Validity up to: **31.12.2025**
Claim validity up to: **31.12.2026**

V. POORNA CHANDER
MANAGER
EMP No-46186

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to **Rs.4,10,40,000/- (Rupees four crore ten lakh forty thousand only)** and it shall remain in force until **31.12.2025**, with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by **M/s. Megha Engineering & Infrastructures Limited**. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Long Term Transmission Customers serves upon us a written claim or demand.

In witness whereof

कृते यूको बैंक / For UCO BANK

Manager/Senior Manager
एफ.सी.सी. शाखा, हैद / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

Chief Manager

SURESH MARPU
CHIEF MANAGER
EMP No-47165

Signature.....
Name .....
Designation. .....
Power of Attorney No.....
Date .....

Signature.....
Name .....
Designation. .....
Power of Attorney No.....
Date .....

For
UCO Bank
Flagship Corporate Branch
6-3-1108, Ground Floor
Navabharat Chambers
Raj Bhavan Road, Somajiguda
Hyderabad – 500 082
Contact No: 040-23403362
Email ID of the Bank: **hydfcc@ucobank.co.in**

JEWAR TRANSMISSION LIMITED
NEW DELHI

Phone No:
Sold To/Issued To:
Charan
For Whom/ID Proof:
UCO BANK

भारत INDIA
INDIA NON JUDICIAL

MAR-07-2024 15:35:10
₹ 0000500/-
Agreement
3816312 14/2006

Contract Performance Guarantee

To Paschimanchal Vidyut Vitran Nigam Limited Urja Bhawan, Victoria Park Meerut - 250001	BG No.: 2268IGPER001024 Date: 07.03.2024 BG Amount: **Rs. 5,30,10,000/-** Validity up to: **31.12.2025** Claim validity up to: **31.12.2026**

V. POORNA CHANDER
MANAGER
EMP No-46186

UCO BANK F.C.C. Br., Hyd.

In consideration of the **M/s. Megha Engineering & Infrastructures Limited**, having its registered office at S-2, Technocrats Industrial Estate, Balanagar, Hyderabad - 500 037, Telangana, agreeing to undertake the obligations under the Transmission Service Agreement to be executed on 07/03/2024 and the other RFP Project Documents and the Long Term Transmission Customers and the **PFC Consulting Limited**, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the **UCO Bank,** having our registered office at # 10, B T M Sarani, Kolkata - 700001, West Bengal and one of its branches at Flagship Corporate Branch, 6-3-1108, Ground Floor, Navabharat Chambers, Raj Bhavan Road, Somajiguda, Hyderabad - 500 082 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Long Term Transmission Customers at **Paschimanchal Vidyut Vitran Nigam Limited, Urja Bhawan, Victoria Park, Meerut - 250001,** forthwith on demand in writing from the Long Term Transmission Customers or any Officer authorized by it in this behalf, any amount up to and not exceeding **Rs.5,30,10,000/- (Rupees five crore thirty lakh ten thousand only)** on behalf of **M/s. Megha Engineering & Infrastructures Limited.**

This guarantee shall be valid and binding on the Guarantor Bank up to and including **31.12.2025** and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to **Rs.5,30,10,000/- (Rupees five crore thirty lakh ten thousand only)**. Our Guarantee shall remain in force until **31.12.2025** The Long Term Transmission Customers, shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from **Paschimanchal Vidyut Vitran Nigam Limited**, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Long Term Transmission Customers.

Contd....2.

कृते यूको बैंक / For UCO BANK

UCO BANK F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

JEMAR TRANSMISSION LIMITED NEW DELHI

BG No.: 226816PER001024
Date: 07.03.2024
BG Amount: **Rs.5,30,10,000/-**
Validity up to: **31.12.2025**
Claim validity up to: **31.12.2026**

V. POORNA CHANDER
MANAGER
EMP No-46186

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **M/s. Megha Engineering & Infrastructures Limited, Jewar Transmission Limited** and / or any other person. The Guarantor Bank shall not require Long Term Transmission Customers to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Long Term Transmission Customers in respect of any payment made hereunder.

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

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

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

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Long Term Transmission Customers shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against **Jewar Transmission Limited** or the Selected Bidder, as the case may be, to make any claim against or any demand on **Jewar Transmission Limited** or the Selected Bidder, as the case may be, or to give any notice to **Jewar Transmission Limited** or the Selected Bidder, as the case may be, or to enforce any security held by the Long Term Transmission Customers or to exercise, levy or enforce any distress, diligence or other process against **Jewar Transmission Limited** or the Selected Bidder, as the case may be.

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

The Guarantor Bank hereby agrees and acknowledges that Long Term Transmission Customers shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Contd....3.

कृते यूको बैंक / For UCO BANK

Manager/Senior Manager — Chief Manager

एफ.सी.सी. शाखा, हैद / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

JEWAR TRANSMISSION LIMITED
NEW DELHI

: 3 :

BG No.: 2268IGPER001624
Date: 07.03.2024
BG Amount: **Rs.5,30,10,000/-**
Validity up to: **31.12.2025**
Claim validity up to: **31.12.2026**

V. POORNA CHANDER
MANAGER
EMP No-46186

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to **Rs.5,30,10,000/- (Rupees five crore thirty lakh ten thousand only)** and it shall remain in force until **31.12.2025**, with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by **M/s. Megha Engineering & Infrastructures Limited.** We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Long Term Transmission Customers serves upon us a written claim or demand.

In witness whereof

कृते यूको बैंक / For UCO BANK

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47185

Signature.....
Name .....
Designation. .....
Power of Attorney No.....
Date .....

Signature.....
Name .....
Designation. .....
Power of Attorney No.....
Date .....

For
UCO Bank
Flagship Corporate Branch
6-3-1108, Ground Floor
Navabharat Chambers
Raj Bhavan Road, Somajiguda
Hyderabad – 500 082
Contact No: 040-23403362
Email ID of the Bank: **hydfcc@ucobank.co.in**

NEW DELHI

Phone No:
Sold To/Issued To:
Charan
For Whom/ID Proof:
UCO BANK

भारत INDIA
INDIA NON JUDICIAL

₹ 0000500/-

Agreement
3815312 14/2006

Contract Performance Guarantee

To Dashinanchal Vidyut Vitran Nigam Limited Urja Bhawan, NH-2, (Agra-Delhi Bypass Road), Sikandra, Agra – 282 002	BG No.: 2268IGPER001124 Date: 07.03.2024 BG Amount: **Rs.3,59,10,000/-** Validity up to: **31.12.2025** Claim validity up to: **31.12.2026**

V. POORNA CHANDER
MANAGER
EMP No-46186

In consideration of the **M/s. Megha Engineering & Infrastructures Limited**, having its registered office at S-2, Technocrats Industrial Estate, Balanagar, Hyderabad – 500 037, Telangana, agreeing to undertake the obligations under the Transmission Service Agreement to be executed on 07/03/2024 and the other RFP Project Documents and the Long Term Transmission Customers and the **PFC Consulting Limited**, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the **UCO Bank,** having our registered office at # 10, B T M Sarani, Kolkata – 700001, West Bengal and one of its branches at Flagship Corporate Branch, 6-3-1108, Ground Floor, Navabharat Chambers, Raj Bhavan Road, Somajiguda, Hyderabad – 500 082 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Long Term Transmission Customers at **Dashinanchal Vidyut Vitran Nigam Limited, Urja Bhawan, NH-2, (Agra-Delhi Bypass Road), Sikandra, Agra – 282 002,** forthwith on demand in writing from the Long Term Transmission Customers or any Officer authorized by it in this behalf, any amount up to and not exceeding **Rs.3,59,10,000/- (Rupees three crore fifty nine lakh ten thousand only)** on behalf of **M/s. Megha Engineering & Infrastructures Limited.**

This guarantee shall be valid and binding on the Guarantor Bank up to and including **31.12.2025** and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to **Rs.3,59,10,000/- (Rupees three crore fifty nine lakh ten thousand only)**. Our Guarantee shall remain in force until **31.12.2025** The Long Term Transmission Customers, shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from **Dashinanchal Vidyut Vitran Nigam Limited**, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Long Term Transmission Customers.

Contd....2.

कृते यूको बैंक / For UCO BANK

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

JEWAR TRANSMISSION LIMITED
NEW DELHI

BG No.: 2268IGPER001124
Date: 07.03.2024
BG Amount: **Rs.3,59,10,000/-**
Validity up to: **31.12.2025**
Claim validity up to: **31.12.2026**

V. POORNA CHANDER
MANAGER
EMP No-46186

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **M/s. Megha Engineering & Infrastructures Limited**, **Jewar Transmission Limited** and / or any other person. The Guarantor Bank shall not require Long Term Transmission Customers to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Long Term Transmission Customers in respect of any payment made hereunder.

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

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

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

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Long Term Transmission Customers shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against **Jewar Transmission Limited** or the Selected Bidder, as the case may be, to make any claim against or any demand on **Jewar Transmission Limited** or the Selected Bidder, as the case may be, or to give any notice to **Jewar Transmission Limited** or the Selected Bidder, as the case may be, or to enforce any security held by the Long Term Transmission Customers or to exercise, levy or enforce any distress, diligence or other process against **Jewar Transmission Limited** or the Selected Bidder, as the case may be.

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

The Guarantor Bank hereby agrees and acknowledges that Long Term Transmission Customers shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Contd....3.

कृते यूको बैंक / For UCO BANK

Manager/Senior Manager — Chief Manager

एफ.सी.सी. शाखा हैद / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

JEWAR TRANSMISSION LIMITED
NEW DELHI

: 3 :

BG No.: 2268IGPER001124
Date: 07.03.2024
BG Amount: **Rs.3,59,10,000/-**
Validity up to: **31.12.2025**
Claim validity up to: **31.12.2026**

V. POORNA CHANDER
MANAGER
EMP No-46186

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to **Rs.3,59,10,000/- (Rupees three crore fifty nine lakh ten thousand only)** and it shall remain in force until **31.12.2025**, with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by **M/s. Megha Engineering & Infrastructures Limited.** We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Long Term Transmission Customers serves upon us a written claim or demand.

In witness whereof

कृते यूको बैंक / For UCO BANK

Manager/Senior Manager — Chief Manager

एफ.सी.सी. शाखा, हैद / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

Signature.....
Name .....
Designation. .....
Power of Attorney No.....
Date .....

Signature.....
Name .....
Designation. .....
Power of Attorney No.....
Date .....

For
UCO Bank
Flagship Corporate Branch
6-3-1108, Ground Floor
Navabharat Chambers
Raj Bhavan Road, Somajiguda
Hyderabad - 500 082
Contact No: 040-23403362
Email ID of the Bank: **hydfcc@ucobank.co.in**

TEWAR TRANSMISSION LIMITED
NEW DELHI

Phone No:
Sold To/Issued To:
Charan
For Whom/ID Proof:
UCO BANK

भारत INDIA
INDIA NON JUDICIAL
भारतीय गैर न्यायिक

MAR-07-2024
₹ 0000500/-
Agreement
3816312 14/2006

Contract Performance Guarantee

To Kanpur Electricity Supply Company Limited Kesa House, 14/71 Civil Lines Kanpur – 208001	BG No.: 2268IGPER001224 Date: 07.03.2024 BG Amount: **Rs.51,30,000/-** Validity up to: **31.12.2025** Claim validity up to: **31.12.2026**

V. Poornachander
V. POORNA CHANDER
MANAGER
EMP No-46186

In consideration of the **M/s. Megha Engineering & Infrastructures Limited,** having its registered office at S-2, Technocrats Industrial Estate, Balanagar, Hyderabad – 500 037, Telangana, agreeing to undertake the obligations under the Transmission Service Agreement to be executed on 07/03/2024 and the other RFP Project Documents and the Long Term Transmission Customers and the **PFC Consulting Limited**, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the **UCO Bank,** having our registered office at # 10, B T M Sarani, Kolkata – 700001, West Bengal and one of its branches at Flagship Corporate Branch, 6-3-1108, Ground Floor, Navabharat Chambers, Raj Bhavan Road, Somajiguda, Hyderabad – 500 082 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Long Term Transmission Customers at **Kanpur Electricity Supply Company Limited, Kesa House, 14/71 Civil Lines, Kanpur - 208001,** forthwith on demand in writing from the Long Term Transmission Customers or any Officer authorized by it in this behalf, any amount up to and not exceeding **Rs.51,30,000/- (Rupees fifty one lakh thirty thousand only)** on behalf of **M/s. Megha Engineering & Infrastructures Limited.**

This guarantee shall be valid and binding on the Guarantor Bank up to and including **31.12.2025** and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to **Rs.51,30,000/- (Rupees fifty one lakh thirty thousand only)**. Our Guarantee shall remain in force until **31.12.2025** The Long Term Transmission Customers, shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from **Kanpur Electricity Supply Company Limited**, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Long Term Transmission Customers.

Contd....2.

UCO BANK F.C.C. Br., Hyd.

कृते यूको बैंक / For UCO BANK

V Poornachander
प्रबंधक / वरिष्ठ प्रबंधक
Manager/Senior Manager

Chief Manager

एफ.सी.सी. शाखा, हैद / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

JEWAR TRANSMISSION LIMITED
NEW DELHI

BG No.: 2268IGPER001224
Date: 07.03.2024
BG Amount: **Rs.51,30,000/-**
Validity up to: **31.12.2025**
Claim validity up to: **31.12.2026**

V. POORNA CHANDER
MANAGER
EMP No-46186

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **M/s. Megha Engineering & Infrastructures Limited, Jewar Transmission Limited** and / or any other person. The Guarantor Bank shall not require Long Term Transmission Customers to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Long Term Transmission Customers in respect of any payment made hereunder.

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

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

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

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Long Term Transmission Customers shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against **Jewar Transmission Limited** or the Selected Bidder, as the case may be, to make any claim against or any demand on **Jewar Transmission Limited** or the Selected Bidder, as the case may be, or to give any notice to **Jewar Transmission Limited** or the Selected Bidder, as the case may be, or to enforce any security held by the Long Term Transmission Customers or to exercise, levy or enforce any distress, diligence or other process against **Jewar Transmission Limited** or the Selected Bidder, as the case may be.

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

The Guarantor Bank hereby agrees and acknowledges that Long Term Transmission Customers shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Contd....3.

कृते यूको बैंक / For UCO BANK:

Manager/Senior Manager — Chief Manager
एफ.सी.सी. हैदराबाद / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47185

JEWAR TRANSMISSION LIMITED
NEW DELHI-

: 3 :

BG No.: 2268IGPER001224
Date: 07.03.2024
BG Amount: **Rs.51,30,000/-**
Validity up to: **31.12.2025**
Claim validity up to: **31.12.2026**

V. POORNA CHANDER
MANAGER
EMP No-46186

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to **Rs. 51,30,000/- (Rupees fifty one lakh thirty thousand only)** and it shall remain in force until **31.12.2025**, with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by **M/s. Megha Engineering & Infrastructures Limited**. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Long Term Transmission Customers serves upon us a written claim or demand.

In witness whereof

कृते यूको बैंक / For UCO BANK

Manager/Senior Manager
V. POORNA CHANDER
MANAGER
EMP No-46186

Chief Manager
SURESH MARPU
CHIEF MANAGER
EMP No-47165

Signature.....
Name .....
Designation. .....
Power of Attorney No.....
Date .....

Signature.....
Name .....
Designation. .....
Power of Attorney No.....
Date .....

For
UCO Bank
Flagship Corporate Branch
6-3-1108, Ground Floor
Navabharat Chambers
Raj Bhavan Road, Somajiguda
Hyderabad - 500 082
Contact No: 040-23403362
Email ID of the Bank: **hydfcc@ucobank.co.in**

POWAR TRANSMISSION LIMITED
NEW DELHI

Phone No:
Sold To/Issued To:
Charan
For Whom/ID Proof:
UCO BANK

भारत INDIA
INDIA NON JUDICIAL

₹ 0000500/-

Agreement

Contract Performance Guarantee

To Madhyanchal Vidyut Vitran Nigam Limited 4A, Gokhale Marg Lucknow – 226 001	BG No.: 2268IGPER001324 Date: 07.03.2024 BG Amount: **Rs.3,59,10,000/-** Validity up to: **31.12.2025** Claim validity up to: **31.12.2026**

V. POORNA CHANDER
MANAGER
EMP No-46186

In consideration of the **M/s. Megha Engineering & Infrastructures Limited,** having its registered office at S-2, Technocrats Industrial Estate, Balanagar, Hyderabad – 500 037, Telangana, agreeing to undertake the obligations under the Transmission Service Agreement to be executed on 07/03/2024 and the other RFP Project Documents and the Long Term Transmission Customers and the **PFC Consulting Limited**, agreeing to execute the RFP Project Documents with the Selected Bidder, regarding setting up the Project, the **UCO Bank,** having our registered office at # 10, B T M Sarani, Kolkata – 700001, West Bengal and one of its branches at Flagship Corporate Branch, 6-3-1108, Ground Floor, Navabharat Chambers, Raj Bhavan Road, Somajiguda, Hyderabad – 500 082 (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to Long Term Transmission Customers at **Madhyanchal Vidyut Vitran Nigam Limited, 4A, Gokhale Marg, Lucknow – 226 001,** forthwith on demand in writing from the Long Term Transmission Customers or any Officer authorized by it in this behalf, any amount up to and not exceeding **Rs.3,59,10,000/- (Rupees three crore fifty nine lakh ten thousand only)** on behalf of **M/s. Megha Engineering & Infrastructures Limited.**

This guarantee shall be valid and binding on the Guarantor Bank up to and including **31.12.2025** and shall not be terminable by notice or any change in the constitution of the Bank or the term of the Transmission Service Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to **Rs.3,59,10,000/- (Rupees three crore fifty nine lakh ten thousand only).** Our Guarantee shall remain in force until **31.12.2025** The Long Term Transmission Customers, shall be entitled to invoke this Guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from **Madhyanchal Vidyut Vitran Nigam Limited**, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Long Term Transmission Customers.

Contd....2.

कृते यूको बैंक / For UCO BANK

Manager/Senior Manager
Chief Manager
एफ.सी.सी. शाखा, हैद / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

SURESH MARPU
CHIEF MANAGER
EMP No-47165

JEMAR TRANSMISSION LIMITED
NEW DELHI

BG No.: 2268IGPER001324
Date: 07.03.2024
BG Amount: **Rs.3,59,10,000/-**
Validity up to: **31.12.2025**
Claim validity up to: **31.12.2026**

V. POORNA CHANDER
MANAGER
EMP No-46186

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **M/s. Megha Engineering & Infrastructures Limited, Jewar Transmission Limited** and / or any other person. The Guarantor Bank shall not require Long Term Transmission Customers to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Long Term Transmission Customers in respect of any payment made hereunder.

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

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

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

THIS BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Long Term Transmission Customers shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against **Jewar Transmission Limited** or the Selected Bidder, as the case may be, to make any claim against or any demand on **Jewar Transmission Limited** or the Selected Bidder, as the case may be, or to give any notice to **Jewar Transmission Limited** or the Selected Bidder, as the case may be, or to enforce any security held by the Long Term Transmission Customers or to exercise, levy or enforce any distress, diligence or other process against **Jewar Transmission Limited** or the Selected Bidder, as the case may be.

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

The Guarantor Bank hereby agrees and acknowledges that Long Term Transmission Customers shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Contd....3.

कृते यूको बैंक / For UCO BANK

V. Poornachander
प्रबंधक / वरिष्ठ प्रबंधक
Manager/Senior Manager
एफ.सी.सी. शाखा, हैद / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

Chief Manager

SURESH MARPU
CHIEF MANAGER
EMP No-47165

JEWAR TRANSMISSION LIMITED
NEW DELHI

BG No.: 2268IGPER001324
Date: 07.03.2024
BG Amount: **Rs.3,59,10,000/-**
Validity up to: **31.12.2025**
Claim validity up to: **31.12.2026**

V. POORNA CHANDER
MANAGER
EMP No-46186

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to **Rs.3,59,10,000/- (Rupees three crore fifty nine lakh ten thousand only)** and it shall remain in force until **31.12.2025**, with an additional claim period of three hundred sixty five (365) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by **M/s. Megha Engineering & Infrastructures Limited**. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Long Term Transmission Customers serves upon us a written claim or demand.

In witness whereof

कृते यूको बैंक / For UCO BANK:

Manager/Senior Manager
एफ.सी.सी. हैदराबाद / F.C.C. Br., Hyd.

V. POORNA CHANDER
MANAGER
EMP No-46186

Chief Manager

SURESH MARPU
CHIEF MANAGER
EMP No-47165

Signature.....
Name .....
Designation. .....
Power of Attorney No.....
Date .....

Signature.....
Name .....
Designation. .....
Power of Attorney No.....
Date .....

For
UCO Bank
Flagship Corporate Branch
6-3-1108, Ground Floor
Navabharat Chambers
Raj Bhavan Road, Somajiguda
Hyderabad - 500 082
Contact No: 040-23403362
Email ID of the Bank: **hydfcc@ucobank.co.in**

WARDHA TRANSMISSION LIMITED
NEW DELHI

STANDARD

TRANSMISSION SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF INTRA-STATE TRANSMISSION SYSTEM

FOR TRANSMISSION OF ELECTRICITY THROUGH TARIFF BASED COMPETITIVE BIDDING FOR

CONSTRUCTION OF 400/220 KV, 2X500 MVA GIS SUBSTATION JEWAR, 220/33 KV, 2X60 MVA GIS SUBSTATION CANTT (CHAUKAGHAT) VARANASI, 220/33 KV, 3X60 MVA GIS SUBSTATION VASUNDHARA (GHAZIABAD), 220/132/33 KV, 2X160+2X40 MVA SUBSTATION KHAGA (FATEHPUR) WITH ASSOCIATED LINES

AMONG

PASCHIMANCHAL VIDYUT VITRAN NIGAM LTD.

MADHYANCHAL VIDYUT VITRAN NIGAM LTD.

PURVANCHAL VIDYUT VITRAN NIGAM LTD.

DAKSHINANCHAL VIDYUT VITRAN NIGAM LTD.

KANPUR ELECTRICITY SUPPLY CO. LTD.

JEWAR TRANSMISSION LIMITED

JEWAR TRANSMISSION LIMITED NEW DELHI


JEMAR TRANSMISSION LIMITED
NEW DELHI

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Pashchimanchal Vidyut Vitran Nigam Limited

Purvanchal Vidyut Vitran Nigam Limited

Dashinanchal Vidyut Vitran Nigam Limited

Madhyanchal Vidyut Vitran Nigam Ltd.

Kanpur Electricity Supply Company Limited

Jewar Transmission Limited

JEWAR TRANSMISSION LIMITED NEW DELHI


JAWAR TRANSMISSION LIMITED
NEW DELHI

INDIA NON JUDICIAL

Government of Uttar Pradesh

Transmission Service Agreement IN-UP87482675088242W

e-Stamp

Certificate No.	:	IN-UP87482675088242W
Certificate Issued Date	:	05-Mar-2024 07:15 PM
Account Reference	:	NEWIMPACC (SV)/ up14075304/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	:	SUBIN-UPUP14075304711553171868813W
Purchased by	:	JEWAR TRANSMISSION LIMITED
Description of Document	:	Article 19 Certificate or other Document
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	JEWAR TRANSMISSION LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	JEWAR TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Please write or type below this line

THIS TRANSMISISON SERVICE AGREEMENT (hereinafter referred to as "TSA" or "Agreement" or "the Agreement" or "this Agreement") is made on the 07th of March of Two Thousand Twenty Four.

Pashchimanchal Vidyut Vitran Nigam Limited

Purvanchal Vidyut Vitran Nigam Limited

Dashinanchal Vidyut Vitran Nigam Limited

Madhyanchal Vidyut Vitran Nigam Ltd.

Kanpur Electricity Supply Company Limited

Jewar Transmission Limited

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.


JEWAR TRANSMISSION LIMITED
NEW DELHI

BETWEEN:

Persons whose names, addresses and other details are provided in Schedule 10 of this Agreement (collectively referred to as the "Long Term Transmission Customer(s)" and individually referred to as the "Long Term Transmission Customer", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;

AND

Jewar Transmission Limited, incorporated under the Companies Act, 1956/ Companies Act, 2013 (as the case may be), having its registered office at 1st Floor, "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi 110001, (herein after referred to as "Transmission Service Provider" or "TSP", which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the other part;

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

AND WHEREAS:

A) In accordance with the Bidding Guidelines, the Bid Process Coordinator (hereinafter referred to as BPC) had initiated a competitive e-reverse bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and transfer the Project comprising of the Elements mentioned in Schedule 1 (hereinafter referred to as the Project)

B) Pursuant to the said e-reverse bidding process, the BPC has identified the Successful Bidder, who will be responsible to set up the Project on build, own, operate and transfer basis to provide Transmission Service in accordance with the terms of this Agreement and the Transmission License.

C) The Selected Bidder have submitted the Contract Performance Guarantee and acquired one hundred percent (100%) of the equity shareholding of **Jewar**

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Jewar Transmission Limited

JEWAR TRANSMISSION LIMITED NEW DELHI

Transmission Limited, along with all its related assets and liabilities in terms of the provisions of the Share Purchase Agreement.

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

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

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

G) The TSP agrees to the terms and conditions of this agreement, for making available the Intra-State Transmission System and charge the Transmission Charges in accordance with the terms and conditions of this agreement.

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

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

Pashchimanchal Vidyut Vitran Nigam Limited

Purvanchal Vidyut Vitran Nigam Limited

Dashinanchal Vidyut Vitran Nigam Limited

Madhyanchal Vidyut Vitran Nigam Ltd.

Kanpur Electricity Supply Company Limited

Jewar Transmission Limited

ARTICLE: 1

1.1 Definitions and Interpretations

1.2 Definitions:

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

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

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

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

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

i. controls or

ii. is controlled by or

iii. is under common control with

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

"Allocated Project Capacity" shall mean, for each Long Term Transmission Customer, the sum of the generating capacities allocated to such Long Term Transmission Customer from the ISGS and the contracted power, if any, as

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adopted by UPERC from time to time in determining sharing of transmission charges between the Long Term Transmission Customers;

"Availability" in relation to the Project or in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in **as defined in Uttar Pradesh Electricity Regulatory Commission (Multi Year Tariff for Distribution and Transmission) Regulations, 2019,** as amended from time to time, attached herewith in Schedule 6;

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

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

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

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

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

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

"Bid Process Coordinator" or **"BPC"** shall mean a person or its authorized representative as notified by the Government of India, responsible for carrying

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out the process for selection of Bidder who will acquire Transmission Service Provider;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"D/C" shall mean Double Circuit;

"Designated ISTS Customers" or **"DICs"** shall have the meaning as ascribed in the Sharing Regulations.

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

"Due Date" in relation to any Invoice shall mean the thirtieth (30th) day after the date on which any Invoice is received and duly acknowledged by the Long Term Transmission Customer (or, if that day is not a Business Day, the immediately following Business Day), and by such date, the Invoice is payable by the Long Term Transmission Customer;

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

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

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

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

Pashchimanchal Vidyut Vitran Nigam Limited

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

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

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

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

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

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

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

"GOI" shall mean Government of India;

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

"Indian Governmental Instrumentality" shall mean Government of India, Government of any State in India or any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any State Government or both, any political sub-division

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of any of them including any court or Commission or tribunal or judicial or quasi-judicial body in India but excluding the CTU, TSP, Designated ISTS Customers and the Long Term Transmission Customer's;

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

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

"Invoice" shall mean a Monthly Transmission Charges Invoice or Monthly Bill comprising the Monthly Transmission Charges, as per Schedule 4 hereof, a Supplementary Invoice or any other Invoice or Bill raised by any of the Parties;

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

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

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

"Lead Member of the Bidding Consortium" or "Lead Member" shall mean a company who commits at least 26% equity stake in the Project, meets the

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technical requirement as specified in the RFP and so designated by other Member(s) in Bidding Consortium;

"Lead Long Term Transmission Customer" shall have the meaning as ascribed thereto in Article 19.1.1 of this Agreement;

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

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

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

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

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

"Long Term Transmission Customer" shall mean a person availing or intending to avail access to the Intra-State Transmission System for a period up to twenty-

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Jewar Transmission Limited

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five years (25) or more, and for the purposes of this Project, or any such other person who executes a supplementary agreement for availing transmission service as per the provisions of the TSA;

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

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

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

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

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

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

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

"Preliminary Termination Notice" shall mean a Long Term Transmission Customer's Preliminary Termination Notice as defined in Article 13 of this Agreement;

"Project" shall mean **Construction of 400/220 kV, 2x500 MVA GIS Substation Jewar, 220/33 kV, 2x60 MVA GIS substation Cantt (Chaukaghat) Varanasi,**

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220/33 kV, 3x60 MVA GIS substation Vasundhara (Ghaziabad), 220/132/33 kV, 2x160+2x40 MVA substation Khaga (Fatehpur) with associated lines, as detailed in Schedule 1 of this Agreement;

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

(a) rights over the Site for substations, ROW for transmission lines;

(b) tangible & intangible assets such as civil works and equipment including foundations, embankments, pavements, electrical systems, communication systems, relief centres, administrative offices, Sub-stations, software, tower and sub-stations designs etc;

(c) project facilities situated on the Site;

(d) all rights of the TSP under the project agreements;

(e) financial assets, such as receivables, security deposits etc;

(f) insurance proceeds; and

(g) Applicable Permits and authorisations relating to or in respect of the Transmission System;"

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

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

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

(ii) the requirements of Law, and

(iii) the physical conditions at the Site;

(iv) the safety of operating personnel and human beings;

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

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

"RFP" shall mean Request For Proposal dated May 04, 2023 along with all schedules, annexures and RFP Project Documents attached thereto, issued by the BPC for tariff based competitive bidding process for selection of Bidder as TSP to execute the Project, including any modifications, amendments or alterations thereto;

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

a.Transmission Service Agreement,

b. Share Purchase Agreement,

c. Any other agreement as may be required;

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

"RPC" shall mean the relevant Regional Power Committee established by the Government of India for the specific Region(s) in accordance with the Electricity

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Act, 2003 for facilitating integrated operation of the Power System in that Region;

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

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

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

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

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

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

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

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"State Government" shall mean the Government of Uttar Pradesh;

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

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

"Supplementary Agreement" shall mean the agreement as annexed hereto in Schedule 11 of this Agreement;

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

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

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

"Termination Notice" shall mean a **Long Term Transmission Customer's** Termination Notice given by the **Long Term Transmission Customer** to the TSP pursuant to the provisions of Articles 3.3.2, 3.3.4, 4.4.2, 5.8, 13.2 and 13.3 of this Agreement for the termination of this Agreement;

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

"Transmission Charges" shall mean the Final Offer of the Selected Bidder during the e-reverse bidding and adopted by the State Commission, payable to the TSP by the Long Term Transmission Customers as per the provisions of TSA;

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

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

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

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

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

"**UPERC**" shall mean the Uttar Pradesh Electricity Regulatory Commission or its successors.

1.3 Interpretation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3.9 The contents of Schedule 7 shall be referred to for ascertaining accuracy and correctness of the representations made by the Selected Bidder in Article 17.2.1 hereof.

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ARTICLE: 2

2 EFFECTIVENESS AND TERM OF AGREEMENT

2.1 Effective Date:

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

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

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

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

2.2 Term and Termination:

2.2.1 Subject to Article 2.2.3 and Article 2.4, this Agreement shall continue to be effective in relation to the Project until the Expiry Date, when it shall automatically terminate.

2.2.2 Post the Expiry Date of this Agreement, the TSP shall ensure transfer of Project Assets to STU or its successors or an agency as decided by the State Government at zero cost and free from any encumbrance and liability. The transfer shall be completed within 90 days of expiry of this Agreement failing which STU shall be entitled to take over the Project Assets Suo moto.

2.2.3 This Agreement shall terminate before the Expiry Date in accordance with Article 13 or Article 3.3.2 or Article 3.3.4.

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2.3 Conditions prior to the expiry of the Transmission License

2.3.1 In order to continue the Project beyond the expiry of the Transmission License, the TSP shall be obligated to make an application to the State Commission at least two (2) years before the date of expiry of the Transmission License, seeking the Commission's approval for the extension of the term of the Transmission License up to the Expiry Date.

2.3.2 The TSP shall timely comply with all the requirements that may be laid down by the State Commission for extension of the term of the Transmission License beyond the initial term of twenty-five (25) years & upto the Expiry Date and the TSP shall keep the Long Term Transmission Customers fully informed about the progress on its application for extension of the term of the Transmission License.

2.4 Survival:

The expiry or termination of this Agreement shall not affect any accrued rights, obligations/ roles and liabilities of the Parties under this Agreement, including the right to receive liquidated damages as per the terms of this Agreement, nor shall it effect the survival of any continuing obligations/ roles for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Articles 3.3.3, 3.3.5, Article 9.3 (Application of Insurance Proceeds), Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability & Indemnification), Article 16 (Governing Law & Dispute Resolution), Article 19 (Miscellaneous).

2.5 Applicability of the provisions of this Agreement

2.5.1 For the purpose of Availability, Target Availability and the computation of Availability, Incentive, Penalty, the provisions provided in this Agreement shall apply and any future modifications in the relevant Rules and Regulations shall not be applicable for this Project.

2.5.2 For the purposes of this Agreement for Intra State systems developed under

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the tariff based competitive bidding framework, the provisions relating to the definitions (Availability and COD), Article 3 (Contract Performance Guarantee and Conditions Subsequent), Article 5 (Construction of the Project), Article 6 (Connection and Commissioning of the Project), Article 8 (Target Availability and calculation of Availability), Article 11 (Force Majeure), Article 12 (Change in Law), Article 13 (Event of Default), Article 14 (Indemnification), Article 15 (Assignment and Charges), Articles 16.1, 16.2 and 16.4 (Governing Laws and Dispute Resolution) and Article 17 (representation and warranties of the InSTS Licensee) of this agreement shall prevail.

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ARTICLE: 3

3 CONDITIONS SUBSEQUENT

3.1 **Satisfaction of conditions subsequent by the TSP**

3.1.1 Within ten (10) days from the date of issue of Letter of Intent, the Selected Bidder, shall:

a. Provide the Contract Performance Guarantee, and

b. Acquire, for the Acquisition Price, one hundred percent (100%) equity shareholding of **Jewar Transmission Limited** from **PFC Consulting Limited**, who shall sell to the Selected Bidder, the equity shareholding of **Jewar Transmission Limited**, along with all its related assets and liabilities.

c. Execute this Agreement;

The TSP shall, within five (5) working days from the date of acquisition of SPV by the Selected Bidder, undertake to apply to the state Commission for the grant of Transmission License and for the adoption of tariff as required under section-63 of the Electricity Act.

The Selected Bidder, on behalf of the TSP, will provide to the Long Term Transmission Customers the Contract Performance Guarantee for an amount of **Rs.17.10 Crore (Rupees Seventeen Crore Ten Lakh only)**.

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

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3.1.3 The TSP agrees and undertakes to duly perform and complete the following activities within six (6) months from the Effective Date (except for c) below), unless such completion is affected due to any Force Majeure Event, or if any of the activities is specifically waived in writing by the Majority Long Term Transmission Customers:

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

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

c. To submit to the Lead Long Term Transmission Customers and STU, the Project Execution Plan, immediately after award of contract(s) and maximum within one hundred and twenty (120) days from the Effective Date. Also, an approved copy each of Manufacturing Quality Plan (MQP) and Field Quality Plan (FQP) would be submitted to Long Term Transmission Customer(s) and STU in the same time period. The TSP's Project Execution Plan should be in conformity with the Scheduled COD as specified in Schedule 2 of this Agreement, and shall bring out clearly the organization structure, time plan and methodology for executing the Project, award of major contracts, designing, engineering, procurement, shipping, construction, testing and commissioning to commercial operation;

d. To submit to the Long Term Transmission Customers & STU a detailed bar (GANTT) chart of the Project outlining each activity (taking longer than one Month), linkages as well as durations;

e. To submit to the Long Term Transmission Customers & STU detailed specifications of conductor meeting the functional specifications specified in RFP;

f. To achieve Financial Closure;

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

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

3.2 Recognition of Lenders' Rights by the Long Term Transmission Customer

3.2.1 The Long Term Transmission Customer hereby accepts and acknowledges the rights provided to the Lenders as per Article 15.3 of this Agreement and all other RFP Project Documents.

3.3 Consequences of non-fulfilment of conditions subsequent

3.3.1 If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a monthly basis, be liable to furnish to Long Term Transmission Customers additional Contract Performance Guarantee of **Rs.1.71 Crore (Rupees One Crore Seventy One Lakh Only)** [additional Contract Performance Guarantee to be computed at ten percent (10%) of the original Contract Performance Guarantee amount as per Article 3.1.1] within two (2) Business Days of expiry of every such Month. Such additional Contract Performance Guarantee shall be provided to Long Term Transmission Customers in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. Long Term Transmission Customers shall be entitled to hold and / or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.

3.3.2 Subject to Article 3.3.4, if:

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

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

the Long Term Transmission Customers shall have the right to terminate this Agreement, by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to STU and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

3.3.3 If the Long Term Transmission Customers elects to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Long Term Transmission Customers an amount of **Rs.17.10 Crore (Rupees Seventeen Crore Ten Lakh only)** as liquidated damages. The Long Term Transmission Customers shall be entitled to recover this amount of damages by invoking the Contract Performance Guarantee to the extent of liquidated damages, which shall be required by the Long Term Transmission Customers , and the balance shall be returned to TSP, if any.

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

3.3.4 In case of inability of the TSP to fulfil the conditions specified in Article 3.1.3 due to any Force Majeure Event, the time period for fulfilment of the condition subsequent as mentioned in Article 3.1.3, may be extended for a period of such Force Majeure Event. Alternatively, if deemed necessary, this Agreement may be terminated by the Long Term Transmission Customers by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to STU and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement and the Contract Performance Guarantee shall be returned as per the provisions of Article 6.5.1.

Provided, that due to the provisions of this Article 3.3.4, any increase in the time period for completion of conditions subsequent mentioned under Article

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3.1.3, shall lead to an equal increase in the time period for the Scheduled COD. If the Scheduled COD is extended beyond a period of one hundred eighty (180) days due to the provisions of this Article 3.3.4, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

3.3.5 Upon termination of this Agreement as per Articles 3.3.2 and 3.3.4, the Lead Long Term Transmission Customer may take steps to bid out the Project again.

3.3.6 The Long Term Transmission Customers, on the failure of the TSP to fulfil its obligations, if it considers that there are sufficient grounds for so doing, apart from invoking the Contract Performance Guarantee under para 3.3.3 may also initiate proceedings for blacklisting the TSP as per provisions of Article 13.2 of TSA.

3.4 Progress Reports

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

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ARTICLE: 4

4 DEVELOPMENT OF THE PROJECT

4.1 TSP's obligations in development of the Project:

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

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

b. for financing, constructing, owning and commissioning each of the Element of the Project for the scope of work set out in Schedule 1 of this Agreement in accordance with:

i. the Electricity Act and the Rules made thereof;

ii. the Grid Code;

iii. the CEA Regulations applicable, and as amended from time to time, for Transmission Lines and sub-stations:

- the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007;
- Central Electricity Authority (Technical Standards for construction of Electrical Plants and Electric Lines) Regulation, 2010;
- Central Electricity Authority (Grid Standard) Regulations, 2010;
- Central Electricity Authority (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulation, 2011;

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- Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulation, 2010;
- Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020.

iv. Safety/ security Guidelines laid down by the Government;

v. Prudent Utility Practices, relevant Indian Standards and the Law;

not later than the Scheduled COD as per Schedule 2 of this Agreement;

c. for entering into a Connection Agreement with the concerned parties in accordance with the Grid Code.

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

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

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

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

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h. to comply with Ministry of Power order no. 25-11/6/2018 – PG dated 02.07.2020 as well as other Guidelines issued by Govt. of India pertaining to this;

i. to procure the products associated with the Transmission System as per provisions of Public Procurement (Preference to Make in India) orders issued by Ministry of Power vide orders No. 11/5/2018 - Coord. dated 28.07.2020 for transmission sector, as amended from time to time read with Department for Promotion of Industry and Internal Trade (DPIIT) orders in this regard (Procuring Entity as defined in above orders shall deemed to have included Selected Bidder and/ or TSP).

Also, to comply with Department of Expenditure, Ministry of Finance vide Order (Public Procurement No 1) bearing File No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No 2) bearing File No. 6/18/2019-PPD dated 23.07.2020 and Order (Public Procurement No. 3) bearing File No. 6/18/2019-PPD, dated 24.07.2020, as amended from time to time, regarding public procurement from a bidder of a country, which shares land border with India;

j. to submit to Long Term Transmission Customers information in the prescribed format [To be devised by Long Term Transmission Customers] for ensuring compliance to Article 4.1 i) above.

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

4.2 Roles of the Long Term Transmission Customers in implementation of the Project:

4.2.1 Subject to the terms and conditions of this Agreement, the Long Term Transmission Customers shall be the holder and administrator of this Agreement and shall inter alia:

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a. provide letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time, for obtaining the Consents, Clearances and Permits required for the Project;

b. coordinate among TSP and upstream/downstream entities in respect of Interconnection Facilities; and

c. monitor the implementation of the Agreement and take appropriate action for breach thereof including revocation of guarantees, cancellation of Agreement, blacklisting etc

d. provide all assistance to the Arbitrators as required for the performance of their duties and responsibilities; and

e. perform any other responsibility (ies) as specified in this Agreement.

4.3 Time for Commencement and Completion:

a. The TSP shall take all necessary steps to commence work on the Project from the Effective Date of the Agreement and shall achieve Scheduled COD of the Project in accordance with the time schedule specified in Schedule 2 of this Agreement;

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

4.4 Extension of time:

4.4.1 In the event that the TSP is unable to perform its obligations for the reasons solely attributable to the Long Term Transmission Customers, the Scheduled COD shall be extended, by a 'day to day' basis, subject to the provisions of Article 13.

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4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article 11, the Scheduled COD shall be extended, by a 'day to day' basis for a period of such Force Majeure Event. Alternatively, if deemed necessary, the Long Term Transmission Customers may terminate the Agreement as per the provisions of Article 13.4 by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to STU and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

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

4.5 Metering Arrangements:

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

4.6 Interconnection Facilities:

4.6.1 Subject to the terms and conditions of this Agreement, the TSP shall be responsible for connecting the Project with the interconnection point(s) specified in Schedule 1 of this Agreement. The Interconnection Facilities shall be developed as per the scope of work and responsibilities assigned in Schedule 1 of this Agreement. The Long Term Transmission Customers shall be responsible for coordinating to make available the Interconnection Facilities.

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4.6.2 In order to remove any doubts, it is made clear that the obligation of the TSP within the scope of the project is to construct the Project as per Schedule-1 of this Agreement and in particular to connect it to the Interconnection Facilities as specified in this Agreement.

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ARTICLE: 5

5 CONSTRUCTION OF THE PROJECT

5.1 TSP's Construction Responsibilities:

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

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

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

5.1.4 The TSP shall be responsible for:

(a) acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations. Also, the actual location of substations, switching stations or HVDC terminal or inverter stations shall not be beyond 3 Km radius of the location proposed by the BPC in the survey report;

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

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

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

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

5.2 Appointing Contractors:

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

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

5.3 Monthly Progress Reporting:

The TSP shall provide to the STU, and Long Term Transmission Customers on a monthly basis, progress reports along with likely completion date of each Element with regard to the Project and its execution (in accordance with prescribed form). The Long Term Transmission Customers / STU shall monitor the development of the Project for its timely completion for improving and augmenting the electricity system as a part of its statutory responsibility.

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5.4 **Quality of Workmanship:**

The TSP shall ensure that the Project is designed, built and completed in a good workmanship using sound engineering and construction practices, and using only materials and equipment that are new and manufactured as per the MQP and following approved FQP for erection, testing & commissioning and complying with Indian /International Standards such that, the useful life of the Project will be at least thirty five (35) years from the COD of the Project.

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

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5.5 Progress Monitoring & Quality Assurance:

5.5.1 The Project Execution Plan submitted by the TSP in accordance with Article 3.1.3 c) shall comprise of detailed schedule of all the equipments/ items /materials required for the Project, right from procurement of raw material till the dispatch from works and receipt at the site. Further, it should also include various stages of the construction schedule up to the commissioning of the Project.

5.5.2 Long Term Transmission Customers & STU shall have access at all reasonable times to the Site and to the Manufacturer's works and to all such places where the Project is being executed.

5.5.3 Long Term Transmission Customers shall ensure conformity of the conductor specifications with the functional specifications specified in RFP.

5.5.4 The Long Term Transmission Customers shall monitor the following during construction of the Project:

a) Quality of equipment, material, foundation, structures and workmanship etc. as laid down in Article 5.4 and 6.1.4 of the TSA. Specifically, quality of Sub-station equipment, transmission line material and workmanship etc. would be checked in accordance with the Article 5.4.

b) Progress in the activities specified in Condition Subsequent

c) Verification of readiness of the elements including the statutory clearances & completion of civil works, fixing of all components and finalisation of punch points (if any) prior to charging of the elements

d) Progress of construction of substation and Transmission Lines

5.5.5 The progress shall be reviewed by the Long Term Transmission Customers against the Project Execution Plan. The Long Term Transmission Customers shall prepare its report on monthly basis and submit the same to Long Term Transmission Customers highlighting the progress achieved till the end of respective month vis-à-vis milestone activities, areas of concern, if any, which may result in delay in the timely completion of the Project. Based on the

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progress, Long Term Transmission Customers and/ or STU shall issue written instructions to the TSP to take corrective measures, as may be prudent for the timely completion of the Project. In case of any deficiency, the Long Term Transmission Customers would be at liberty to take action in accordance with the procedure of this Agreement.

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

5.6 Site regulations and Construction Documents

The TSP shall abide by the Safety Rules and Procedures as mentioned in Schedule 3 of this Agreement

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

5.7 Supervision of work:

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

5.8 Remedial Measures:

The TSP shall take all necessary actions for remedying the shortfall in achievement of timely progress in execution of the Project, if any, as intimated by the STU and/ or the Long Term Transmission Customer. However, such intimation by the STU and/ or the Long Term Transmission Customer and the subsequent effect of such remedial measures carried out by the TSP shall not relieve the TSP of its obligations in the Agreement. STU and/ or the Long Term Transmission Customers may carry out random inspections during the Project execution, as and when deemed necessary by it. If the shortfalls as intimated to the TSP are not remedied to the satisfaction of the STU and/ or the Long Term Transmission Customers , this Agreement may be terminated by the Long Term

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Transmission Customers by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to STU and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement .

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ARTICLE: 6

6 CONNECTION AND COMMISSIONING OF THE PROJECT

6.1 Connection with the Inter-Connection Facilities:

6.1.1 The TSP shall give the RLDC(s), CTU/ STU, as the case may be, and any other agencies as required, at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall not be earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 & 4.4.2 of this Agreement, unless mutually agreed to by Parties. Further, any preponing of COD of any element prior to Scheduled COD must be approved by the Long Term Transmission Customers.

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

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

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

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

c. The TSP has obtained the approval in writing of the Electrical Inspector certifying that the Element is ready from the point of view

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of safety of supply and can be connected with the Interconnection Facilities.

d. It has satisfactorily met all the testing requirements as per Articles 6.1.4

6.1.4 Site Acceptance Test (SAT)/ pre-commissioning tests of all major substation equipment, component, system, facilities shall be successfully carried out before commissioning. The Type tests, FAT and SAT reports should be available at the substation / terminal station of HVDC installations for ready reference of operation and maintenance staff and has to be made available to the Long Term Transmission Customers appointed for quality monitoring or their authorised representatives, as and when they wish to examine the same.

6.2 Commercial Operation:

6.2.1 An Element of the Project shall be declared to have achieved COD twenty four (24) hours following the connection of the Element with the Interconnection Facilities pursuant to Article 6.1 or seven (7) days after the date on which it is declared by the TSP to be ready for charging but is not able to be charged for reasons not attributable to the TSP subject to Article 6.1.2.

Provided that an Element shall be declared to have achieved COD only after all the Element(s), if any, which are pre-required to have achieved COD as defined in Schedule 2 of this Agreement, have been declared to have achieved their respective COD.

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

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6.3 **Compensation for Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event or Natural Force Majeure Event (affecting the Long Term Transmission Customers)**

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

a. In case of delay due to Direct Non Natural Force Majeure Event, TSP is entitled for Transmission Charges calculated on Target Availability for the period of such events in excess of three (3) continuous or non continuous Months in the manner provided in (c) below.

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

c. In case of delay due to Direct Non Natural Force Majeure Event or

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Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Long Term Transmission Customer(s), the TSP is entitled for payments mentioned in (a) and (b) above, after commencement of Transmission Service, in the form of an increase in Transmission Charges. These amounts shall be paid from the date, being the later of a) the date of cessation of such Indirect Non Natural Force Majeure Event or Natural Force Majeure Event affecting the Long Term Transmission Customer(s) and b) the completion of sixty (60) days from the receipt of the Financing Agreements by the Long Term Transmission Customer(s) from the TSP.

Provided such increase in Transmission Charges shall be so as to put the TSP in the same economic position as the TSP would have been in case the TSP had been paid amounts mentioned in (a) and (b) above in a situation where the Force Majeure Event had not occurred.

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

6.4 Liquidated Damages for Delay in achieving COD of Project:

6.4.1 If the TSP fails to achieve COD of any Element of the Project or the Project, by the Element's / Project's Scheduled COD or such Scheduled COD as extended under Articles 4.4.1 and 4.4.3, then the TSP shall pay to the Long Term Transmission Customer(s) , a sum equivalent to 3.33% of Monthly Transmission Charges applicable for the Element of the Project [in case where no Elements have been defined, to be on the Project as a whole] / Project, for each day of delay up to sixty (60) days of delay and beyond that time limit, at the rate of five percent (5%) of the Monthly Transmission Charges applicable to such Element / Project, as liquidated damages for such delay and not as penalty, without prejudice to any rights of the Long Term Transmission Customer(s) under the Agreement.

6.4.2 The TSP's maximum liability under this Article 6.4 shall be limited to the amount of liquidated damages calculated in accordance with Article 6.4.1 for

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and up to six (6) months of delay for the Element or the Project.

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

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

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

b. the date of termination of this Agreement.

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

6.4.4 If the TSP fails to pay the amount of liquidated damages to the Long Term Transmission Customer(s) within the said period of ten (10) days, the Long Term Transmission Customer(s) shall be entitled to recover the said amount of the liquidated damages by invoking the Contract Performance Guarantee. If the then existing Contract Performance Guarantee is for an amount which is less than the amount of the liquidated damages payable by the TSP to the Long Term Transmission Customer(s) under this Article 6.3 and the TSP fails to make payment of the balance amount of the liquidated damages not covered by the Contract Performance Guarantee, then such balance amount shall be deducted from the Transmission Charges payable to the TSP. The right of the Long Term Transmission Customer(s) to encash the Contract Performance Guarantee is without prejudice to the other rights of the Long Term Transmission Customer(s) under this Agreement.

6.4.5 For avoidance of doubt, it is clarified that amount payable by TSP under this Article is over and above the penalty payable by TSP under Article 5.5.6 of this Agreement.

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6.5 Return of Contract Performance Guarantee

6.5.1 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Long Term Transmission Customers within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.3 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Long Term Transmission Customers, Long Term Transmission Customers shall release the Contract Performance Guarantee, if any remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Long Term Transmission Customers shall also return / release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess of **Rs. 17.10 Crore (Rupees Seventeen Crore Ten Lakh only)**, or (ii) termination of this Agreement by the Long Term Transmission Customers as mentioned under Article 3.3.4 of this Agreement.

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

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ARTICLE: 7

7 OPERATION AND MAINTENANCE OF THE PROJECT

7.1 Operation and Maintenance of the Project:

The TSP shall be responsible for ensuring that the Project is operated and maintained in accordance with the regulations made by the state Commission and CEA from time to time and provisions of the Act.

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ARTICLE: 8

8 AVAILABILITY OF THE PROJECT

8.1 Calculation of Availability of the Project:

Calculation of Availability for the Elements and for the Project, as the case may be, shall be as per Utter Pradesh Electricity Regulatory Commission (Multi Year Tariff for Distribution and Transmission) Regulations 2019 as amended from time to time, as applicable on the Bid Deadline and as appended in Schedule 6 of this Agreement.

8.2 Target Availability:

The Target Availability of each Element and the Project shall be 98% [The target availability shall be indicated as 98% for AC system and 95% for HVDC system].

Payment of monthly Transmission charges based on actual availability will be calculated as per para 1.2 of Schedule 4 of this Agreement.

If the availability of any Element or the Project is below the Target Availability, for six consecutive months in a Contract Year, the DIC(s) or the Long Term Transmission Customers may issue a show cause notice to the TSP, asking them to show cause as to why the Transmission Service Agreement be not terminated, and if no satisfactory cause is shown it may terminate the Agreement. If the Long Term Transmission Customers is of the opinion that the transmission system is of critical importance, it may carry out or cause to carry the operation and maintenance of transmission system at the risk and cost of TSP.

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ARTICLE: 9

9 INSURANCES

9.1 Insurance:

9.1.1 The TSP shall effect and maintain or cause to be effected and maintained during the Construction Period and the Operating Period, adequate Insurances against such risks, with such deductibles including but not limited to any third party liability and endorsements and co-beneficiary/insured, as may be necessary under

a. any of the Financing Agreements,

b. the Laws, and

c. in accordance with Prudent Utility Practices.

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

9.2 Evidence of Insurance cover:

9.2.1 The TSP shall furnish to the Lead Long Term Transmission Customer copies of certificates and policies of the Insurances, as and when the Long Term Transmission Customers may seek from the TSP as per the terms of Article 9.1

9.3 Application of Insurance Proceeds:

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

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

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Transmission Customers shall have no claim on such proceeds of the Insurance.

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

9.4 Effect on liability of the Long Term Transmission Customers

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

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ARTICLE: 10

10 BILLING AND PAYMENT OF TRANSMISSION CHARGES

10.1 Subject to provisions of this Article 10, the Monthly Transmission Charges shall be paid to the TSP, in Indian Rupees, on monthly basis as per the provisions of this agreement, from the date on which an Element(s) has achieved COD until the Expiry Date of this Agreement, unless terminated earlier and in line with the provisions of Schedule 4 of this Agreement.

10.1.1 Delivery of Invoices:

10.1.1.1 TSP's Invoices:

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

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

10.1.1.2 Long Term Transmission Customer Invoices:

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

b. Each Long Term Transmission Customer's Invoice shall include detailed calculations of the amounts payable under it, together with such further

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supporting documentation as the TSP may reasonably require/request, from time to time.

10.1.2 Payment of Invoices:

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

10.1.2.2 Where in respect of any month there is both:

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

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

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

10.1.2.3 The Long Term Transmission Customer shall pay the amount payable under the Monthly Transmission Charge Invoice and the Supplementary Bill on the Due Date to such account of the TSP, as shall have been previously notified by the TSP to the Long Term Transmission Customer in accordance with Article 10.1.2.6 below.

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

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

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

iii. towards earlier unpaid Supplementary Bill, if any;

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

v. towards the then current Supplementary Bill.

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

i. deductions required by the Law; and

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

Provided further, the maximum amounts that can be deducted or set-off by all the Long Term Transmission Customer taken together under this Article in a Contract Year shall not exceed **Rs.5.73 Crores (Rupees Five Crore Seventy Three lakh Only)**, except on account of payments under sub Article (i) above.

10.1.2.6 The TSP shall open a bank account at ..... [Insert identified place or account] (the "Designated Account") for all payments to be made by the Long Term Transmission Customer to the TSP, and notify the Long Term Transmission Customer of the details of such account at least ninety (90) days before the Scheduled COD of the first Element to the Long Term Transmission Customer. The Long Term Transmission Customer shall, on the day of payment, notify the TSP of the payment made to the Designated Account. The Long Term Transmission Customer shall also designate a bank account at ..... [Insert identified place] for payments to be made by the TSP to Long Term Transmission Customer and notify the TSP of the details of such account ninety (90) days before the Scheduled COD of the first Element.

10.2 Calculation of Monthly Transmission Charges:

The Monthly Transmission Charges for each Contract Year including Incentive & Penalty payment shall be calculated in accordance with the provisions of Schedule 4 of this Agreement.

10.3 Rebate & Late Payment Surcharge:

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

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

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

c. Applicable rate of Rebate at (a) and (b) above shall be based on the date on which the payment has been actually credited to the TSP's account. Any delay in transfer of money to the TSP's account, on account of a statutory holiday, public holiday, or any other reasons shall be to the account of the Long Term Transmission Customer provided that the Invoice is not submitted on the day immediately preceding a statutory holiday or public holiday.

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

Provided that if any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice/ Supplementary Bill or part thereof within and including the Due Date, the TSP shall recover such amount as per provisions of Article 10.4.3.1 (f).

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

10.4 **Disputed Bills, Default in payment by the Long Term Transmission Customers & Annual Reconciliation:**

10.4.1 **Disputed Invoices:**

10.4.1.1 If either Party does not question or dispute an Invoice within thirty (30) days of receiving it, the Invoice shall be considered correct, complete and conclusive between the Parties.

10.4.1.2 If either Party disputes any item or part of an item set out in any Invoice then that Party shall serve a notice (an "Invoice Dispute Notice") on the other Party

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setting out (i) the item or part of an item which is in dispute, (ii) its estimate of what such item or part of an item should be, (iii) and with all written material in support of its claim.

10.4.1.3 If the invoicing Party agrees to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.4.1.2, the invoicing Party shall revise such Invoice within seven (7) days of receiving such notice from the disputing Party and if the disputing Party has already made the excess payment, the invoicing Party shall refund to the disputing Party, such excess amount within fifteen (15) days of receiving such notice. In such a case, the excess amount shall be refunded along with interest at the same rate as the Late Payment Surcharge, which shall be applied from the date on which such excess payment was made to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.4.1.4 If the invoicing Party does not agree to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.4.1.2, it shall, within fifteen (15) days of receiving the Invoice Dispute Notice, furnish a notice to the disputing Party providing (i) reasons for its disagreement; (ii) its estimate of what the correct amount should be; and (iii) all written material in support of its counter-claim.

10.4.1.5 Upon receipt of notice of disagreement to the Invoice Dispute Notice under Article 10.4.1.4, authorised representative(s) or a director of the board of directors/member of board of each Party shall meet and make best endeavours to amicably resolve such Dispute within fifteen (15) days of receiving such notice of disagreement to the Invoice Dispute Notice.

10.4.1.6 If the Parties do not amicably resolve the dispute within fifteen (15) days of receipt of notice of disagreement to the Invoice Dispute Notice pursuant to Article 10.4.1.4, the matter shall be referred to appropriate Commission for Dispute resolution in accordance with Article 16.

10.4.1.7 If a Dispute regarding a Monthly Transmission Charge Invoice or a Supplementary Invoice is settled by Dispute resolution mechanism provided in this Agreement in favour of the Party that issues the Invoice Dispute Notice, the other Party shall refund the amount, if any incorrectly charged and collected from the disputing Party or pay as required, within five (5) days of

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the Dispute either being amicably resolved by the Parties pursuant to Article 10.4.1.5 or settled by Dispute resolution mechanism, along with interest (at the same rate as Late Payment Surcharge) or Late Payment Surcharge from the date on which such payment had been made to the invoicing Party or the date on which such payment was originally due, as may be applicable.

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

10.4.2 Payment of Supplementary Bill:

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

i. adjustments (if any) required by the Regional Energy Account ; or
ii. quarterly or annual reconciliation as per Article 10.5 ; or
iii. Change in Law as provided in Article 12,

and such Bill shall be paid by the other Party.

10.4.3 Payment Security Mechanism:

10.4.3.1 Establishment of Letter of Credit:

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

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

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

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

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

Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.3.1, otherwise than by reason of drawal of such Letter of Credit by the TSP, the relevant Long Term Transmission Customer shall restore such shortfall within seven (7) days.

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

(e) In case of drawal of the Letter of Credit by the TSP in accordance with the terms of this Article 10.4.3.1, the amount of the Letter of Credit shall be reinstated within seven (7) days from the date of such drawal.

(f) If any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice / Supplementary Bill or part thereof within and including the Due Date, then, unless an Invoice Dispute Notice is received by the TSP as per the provisions of Article 10.4.1.2, the TSP may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Long Term Transmission Customer, an amount equal to such Monthly Transmission Charge Invoice/Supplementary Bill or part thereof plus Late Payment Surcharge, if applicable, in accordance with Article 10.3.2 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

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

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

iii. calculations of applicable Late Payment Surcharge, if any. Provided that failure on the part of the TSP to present the documents for negotiation of the Letter of Credit shall not attract any Late Payment Surcharge on the Long Term Transmission Customer.

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

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

(i) If a Long Term Transmission Customer fails to pay (with respect to a Monthly Bill or Supplementary Bill) an amount exceeding thirty percent (30%) of the most recent undisputed Monthly Bill, for a period of seven (7) days after the Due Date and the TSP is unable to recover the amount outstanding to the TSP through the Letter of Credit, the TSP shall issue a notice to such Long Term Transmission Customer within seven (7) days from such period, with a copy to each of the other Long Term Transmission Customer, highlighting the nonpayment of such amount by such Long Term Transmission Customer;

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

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

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

10.4.4 Payment Intimation

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

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Long Term Transmission Customer's account and notify such Long Term Transmission Customer of such payment on the same day.

10.5 Quarterly and Annual Reconciliation:

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

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

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

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ARTICLE: 11

11 FORCE MAJEURE

11.1 Definitions

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

11.2.1 An Affected Party means any Party whose performance has been affected by an event of Force Majeure.

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

11.3 Force Majeure

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

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

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

ii. epidemic/ pandemic notified by Indian Governmental Instrumentality.

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

i. Direct Non–Natural Force Majeure Events

- Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Affected Party; or
- the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the Affected Party to perform their obligations/ roles under the RFP Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or
- any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.

ii. Indirect Non - Natural Force Majeure Events

- act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or
- radio active contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or

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

11.4 Force Majeure Exclusions

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

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

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

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

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

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

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

i. negligent or intentional acts, errors or omissions;

ii. failure to comply with an Indian Law; or

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

(g) Any error or omission in the survey report provided by BPC during the bidding process.

11.5 Notification of Force Majeure Event

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of

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the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

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

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

11.6 Duty to perform and duty to mitigate

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

11.7 Available Relief for a Force Majeure Event

Subject to this Article 11,

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

(b) each Party shall be entitled to claim relief for a Force Majeure Event

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affecting its performance in relation to its obligations/ roles under Articles 3.3.4, 4.4.2 and 6.3.1 of this Agreement.

(c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per Uttar Pradesh Electricity Regulatory Commission (Multi Year Tariff for Distribution and Transmission) Regulations, 2019, as on Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Uttar Pradesh Electricity Regulatory Commission (Multi Year Tariff for Distribution and Transmission) Regulations, 2019, as amended from time to time, then the Transmission Charges, as applicable to such Element(s), shall be payable as per Schedule 4, for the duration of such event(s).

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

(e) For avoidance of doubt, the TSP acknowledges that for extension of Scheduled COD a period up to one hundred eighty (180) days due to Force Majeure event, no compensation on the grounds such as interest cost, incident expenditure, opportunity cost will be made to the TSP. However, if Scheduled COD is extended beyond a period of one hundred eighty (180) days due to Force Majeure event, the TSP will be allowed to recover the interest cost during construction corresponding to the period exceeding one hundred eighty (180) days by adjustment in the Transmission Charges in accordance with Schedule 9.

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ARTICLE: 12

12 CHANGE IN LAW

12.1 Change in Law

12.1.1 Change in Law means the occurrence of any of the following after the Bid Deadline resulting into any additional recurring / non-recurring expenditure by the TSP or any savings of the TSP:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law, subject to the provisions under Article 12.1.2;
- a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;
- any change in the licensing regulations of the State Commission, under which the Transmission License for the Project was granted if made applicable by such State Commission to the TSP;
- change in wind zone; or
- any change in tax or introduction of any tax made applicable for providing Transmission Service by the TSP as per the terms of this Agreement.

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

a) Taxes on corporate income; and

b) Withholding tax on income or dividends distributed to the shareholders of the TSP.

12.2 Relief for Change in Law

12.2.1 During Construction Period, the impact of increase/ decrease in the cost of the Project on the Transmission Charges shall be governed by the formula given in Schedule 9 of this Agreement.

12.2.2 During the Operation Period:

During the operation period, if as a result of Change in Law, the TSP suffers or is benefited from a change in costs or revenue, the aggregate financial effect of which exceeds 0.30% (zero point three percent) of the Annual Transmission Charges in aggregate for a Contract Year, the TSP may notify so to the Long Term Transmission Customers and propose amendments to this Agreement so as to place the TSP in the same financial position as it would have enjoyed had there been no such Change in Law resulting in change in costs or revenue as aforesaid.

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

In cases where Change in Law results in decrease of cost and it comes to the notice of Long Term Transmission Customers that TSP has not informed Long Term Transmission Customers about such decrease in cost, Long Term Transmission Customers may initiate appropriate claim.

12.3 Notification of Change in Law:

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

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

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

12.4 Payment on account of Change in Law

12.4.1 The payment for Change in Law shall be through a separate Bill. However, in case of any change in Monthly Transmission Charges by reason of Change in Law, as determined in accordance with this Agreement, the Bills to be raised by the Long Term Transmission Customers after such change in Transmission Charges shall appropriately reflect the changed Monthly Transmission Charges.

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ARTICLE: 13

13 EVENTS OF DEFAULT AND TERMINATION

13.1 TSP's Event of Default

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

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

b. The failure to commission any Element of the Project by the date falling six (6) months after its Scheduled COD unless extended by Long Term Transmission Customers as per provisions of this Agreement;

c. If the TSP:

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

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

Except where such transfer is in pursuance of a Law and

- it does not affect the ability of the transferee to perform, and such transferee has the financial and

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technical capability to perform, its obligations under this Agreement;

- is to a transferee who assumes such obligations under the Project and this Agreement remains effective with respect to the transferee;

d. If:

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

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

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

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

e. Failure on the part of the TSP to comply with the provisions of Article 19.2 of this Agreement; or

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

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g. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of 98% [98% for AC system and 95% for HVDC system], for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any continuous aggregate period of eighteen(18) months except where the Availability is affected by Force Majeure Events as per Article 11; or

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

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

j. except for the reasons solely attributable to Long Term Transmission Customers , the TSP is in material breach of any of its obligations under this Agreement and such material breach is not rectified by the TSP within thirty (30) days of receipt of notice in this regard from the Lead Long Term Transmission Customer ; or

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

13.2 Termination Procedure for TSP Event of Default

a. Upon the occurrence and continuance of any TSP's Event of Default under Article 13.1 the Long Term Transmission Customers may serve notice on the TSP, with a copy to the CEA and the Lenders' Representative, of their intention to terminate this Agreement (a " Long

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Term Transmission Customer's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Long Term Transmission Customer's Preliminary Termination Notice.

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

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

Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Long Term Transmission Customer's Preliminary Termination Notice shall have ceased to exist or shall have been remedied, this Agreement may be terminated by the Long Term Transmission Customers by giving a Termination Notice to the TSP, in writing, of at least seven (7) days, with a copy to STU and the Lenders' Representative in order to enable the Lenders to exercise right of substitution in accordance with Article 15.3 of this Agreement.

Further, the Long Term Transmission Customers may also initiate proceedings to blacklist the TSP & its Affiliates from participation in any RFP issued by BPCs for a period of 5 years.

13.3 Procedure for Long Term Transmission Customers non-fulfilment of Role

a. Upon the Long Term Transmission Customers not being able to fulfil its role under Article 4.2, the TSP may serve notice on the Long Term Transmission Customers, with a copy to STU and the Lenders' Representative (a "TSP's Preliminary Notice"), which notice shall specify

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in reasonable detail the circumstances giving rise to such non-fulfilment of role by the Long Term Transmission Customers.

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

c. The Consultation Period would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant non-fulfilment of role by the Long Term Transmission Customers including giving time extension to TSP, having regard to all the circumstances.

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

13.4 Termination due to Force Majeure

13.4.1 In case the Parties could not reach an agreement pursuant to Articles 3.3.4 and 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, the Long Term Transmission Customers shall have the right to cause termination of the Agreement. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.1.

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

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13.5 Termination or amendment due to non-requirement of any Element or Project during construction

13.5.1 In case any Element or Project, which is under construction, is no longer required due to any reason whatsoever, the Long Term Transmission Customers may issue a notice to this effect to the TSP.

13.5.2 Long Term Transmission Customers may also issue notice to the TSP seeking their response to the proposed termination/ amendment (as the case may be) of the Agreement. The Long Term Transmission Customers shall issue copy of such notice to Lenders. In the notice, Long Term Transmission Customers shall also include an assessment of the physical progress made by TSP in the Element/ Project (as the case may be) that is no longer required.

13.5.3 The TSP shall neither carry out further investment nor carry out any work on the Element/ Project (as the case may be) that is no longer required after delivery of the notice.

13.5.4 After taking into account the comments of the TSP, the Long Term Transmission Customers may terminate the Agreement or amend it if both Parties agree to the amendment.

13.6 Revocation of the Transmission License

13.6.1 The State Commission may, as per the provisions of the Electricity Act, 2003, revoke the Transmission License of the ISTS Licensee. Further, in such a case, the Agreement shall be deemed to have been terminated.

13.7 Termination Payment

13.7.1 If Agreement is terminated on account of Force Majeure Events, non-requirement of any Element or Project during Construction, Long Term Transmission Customer's non-fulfilment of Role & TSP's Event of Default, the TSP shall be entitled for Termination Payment equivalent to valuation of Project Assets. Upon payment, the Long Term Transmission Customer(s) shall take over the Project Assets.

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ARTICLE: 14

14 LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The TSP shall indemnify, defend and hold the Long Term Transmission Customers harmless against:

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

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

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

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

14.1.2 The Long Term Transmission Customers shall, in accordance with the

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Regulations framed by UPERC in this regard, indemnify, defend and hold the TSP harmless against:

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

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

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

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

14.2 Patent Indemnity:

14.2.1

(a) The TSP shall, subject to the Long Term Transmission Customers compliance with Article 14.2.1 (b), indemnify and hold harmless the Long Term Transmission Customers and its employees and officers from and

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against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Long Term Transmission Customers may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.

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

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

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

(d) The Lead Long Term Transmission Customer shall, at the TSP's request,

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afford all available assistance to the TSP in attending to such proceedings or claim, and shall be reimbursed by the TSP for all reasonable expenses incurred in so doing.

14.2.2

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

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

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

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

14.3 Monetary Limitation of liability

14.3.1 A Party ("Indemnifying Party") shall be liable to indemnify the other Party ("Indemnified Party") under this Article 14 for any indemnity claims made in a Contract Year only up to an amount of **Rs. 1.14 Crore (Rupees One Crore Fourteen Lakh Only).**

14.4 Procedure for claiming indemnity

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

Provided however that, if:

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

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

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

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

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

14.5 Limitation on Liability

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

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

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

14.6 Duty to Mitigate

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

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ARTICLE: 15

15 ASSIGNMENTS AND CHARGES

15.1 Assignments:

15.1.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except as provided in Article 15.3.

15.2 Permitted Charges:

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

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

Provided that:

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

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

15.2.3 Article 15.2.1 does not apply to:

a. liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of the TSP developing and operating the Project;

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b. pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of the TSP developing and operating the Project; or

c. security arising out of retention of title provisions in relation to goods acquired in the ordinary course of the TSP developing and operating the Project.

15.3 Substitution Rights of the Lenders

15.3.1 The TSP would need to operate and maintain the Project under the provisions of this Agreement and cannot assign the Transmission License or transfer the Project or part thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Long Term Transmission Customers.

15.3.2 However, in the case of default by the TSP in debt repayments or in the case of default by the TSP as per Article 13 of this Agreement during the debt repayments, the State Commission may, on an application from the Lenders, assign the Transmission License to the nominee of the Lenders subject to the fulfilment of the qualification requirements and provisions of the Central Electricity Regulatory Commission (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006 and as amended from time to time.

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ARTICLE: 16

16 GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law:

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

16.2 Amicable Settlement:

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

(i) a description of the Dispute;

(ii) the grounds for such Dispute; and

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

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

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

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

16.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 16.2.1, if the other Party does not furnish any counter claim or defense under Article 16.2.2, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within

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thirty (30) days from the later of the dates mentioned in this Article 16.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution:

All Disputes shall be adjudicated by the State Commission.

16.4 Parties to Perform Obligations:

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

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ARTICLE: 17

17 REPRESENTATION AND WARRANTIES

17.1 Representation and warranties of the Long Term Transmission Customer

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

a. It has all requisite powers and authority to execute and consummate this Agreement;

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

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

17.2 Representation and Warranties of the TSP:

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

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

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

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

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

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

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

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ARTICLE: 18

18 INDEPENDENT ENGINEER

(Not Applicable for Intra-State transmission system)

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ARTICLE: 19

19 MISCELLANEOUS PROVISIONS

19.1 Lead Long Term Transmission Customers

19.1.1 The Long Term Transmission Customers hereby appoint and authorise **"Pashchimanchal Vidyut Vitran Nigam Limited"** (hereinafter referred to as the "Lead Long Term Transmission Customer") to represent all the Long Term Transmission Customers for discharging the rights and obligations of the Long Term Transmission Customers, which are required to be undertaken by all the Long Term Transmission Customers. All the Long Term Transmission Customers shall follow and be bound by the decisions of the Lead Long Term Transmission Customer on all matters specified in this Agreement. Accordingly each Long Term Transmission Customer agrees that any decision, communication, notice, action or inaction of the Lead Long Term Transmission Customer on such matters shall be deemed to have been on its/his behalf and shall be binding on each of the Long Term Transmission Customer. The TSP shall be entitled to rely upon any such action, decision or communication or notice from the Lead Long Term Transmission Customer. It is clarified that provisions under this Article 19.1 are not intended to and shall not render the Lead Long Term Transmission Customer liable to discharge Transmission Charges payments due to TSP from the other Long Term Transmission Customers.

19.1.2 The Long Term Transmission Customers hereby also appoint and authorise **"Purvanchal Vidyut Vitran Nigam Limited"** (hereinafter referred to as the "Alternate Lead Long Term Transmission Customer"), to act as Lead Long Term Transmission Customer as per the provisions of this Article 19.1.2, on the occurrence of any Event of Default specified in Article 13 by the Lead Long Term Transmission Customer. In such an event, the TSP may, at its option, within a period of fifteen (15) days from the date of issue of the TSP"s Preliminary Termination Notice referred to in Article 13 and if the said default by the Lead Long Term Transmission Customer subsists, specify in writing to all the Long Term Transmission Customers that the Alternate Lead Long Term Transmission Customer shall thereafter act as the Lead Long Term Transmission Customer. In such a case, if the TSP so notifies, the Alternate Lead Long Term Transmission Customer shall, thereafter, act as Lead Long Term Transmission Customer for the purposes of this Agreement, and the

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Lead Long Term Transmission Customer earlier appointed under Article 19.1.1 shall automatically cease to be the Lead Long Term Transmission Customer. It is clarified that all decisions taken by the "**Pashchimanchal Vidyut Vitran Nigam Limited**" appointed under Article 19.1.1, in its capacity as Lead Long Term Transmission Customer before such change, shall continue to be valid, in accordance with this Agreement.

19.1.3 In the event of "**Purvanchal Vidyut Vitran Nigam Limited**" becoming the Lead Long Term Transmission Customer as per Article 19.1.2, all the Long Term Transmission Customers shall also appoint any of Long Term Transmission Customers, other than "**Pashchimanchal Vidyut Vitran Nigam Limited**", appointed under Article 19.1.1, as an Alternate Lead Long Term Transmission Customer and thereafter the provisions of Article 19.1.2 shall be applicable.

19.1.4 Notwithstanding anything contained above, any decision which is required to be taken by the Long Term Transmission Customers jointly under the provisions of Article 13, shall be taken by all the Long Term Transmission Customers and in case of difference amongst the Long Term Transmission Customers, the said decision shall be taken by the Majority Long Term Transmission Customers, as defined in Article 19.1.5 below.

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

19.2 Equity Lock-in Commitment:

19.2.1 The aggregate equity share holding of the Selected Bidder in the issued and paid up equity share capital of **Jewar Transmission Limited** shall not be less than Fifty one percent (51%) up to a period of one (1) year after COD of the Project.

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

Provided further, that in case the Selected Bidder is a Bidding Consortium, the Lead Member shall continue to hold equity of at least twenty six percent (26%) upto a period of one (1) year after COD of the Project and any Member of such Bidding Consortium shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified above.

19.2.2 If equity is held by the Affiliates, Parent Company or Ultimate Parent Company of the Selected Bidder, then, subject to the second proviso to Article 19.2.1, such Affiliate, Parent Company or Ultimate Parent Company shall be eligible to transfer its shareholding in **Jewar Transmission Limited** to another Affiliate or to the Parent Company/ Ultimate Parent Company of the Selected Bidder. If any such shareholding entity, qualifying as an Affiliate/ Parent Company/ Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate/ Parent Company/ Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate/ Parent Company/ Ultimate Parent Company of the Selected Bidder.

19.2.3 Subject to Article 19.2.1, all transfer(s) of shareholding of **Jewar Transmission Limited** by any of the entities referred to in Article 19.2.1 and 19.2.2 above, shall be after prior written intimation to the Long Term Transmission Customers.

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

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

If Selected Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate

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

19.2.5 The provisions as contained in this Article 19.2 shall override the terms of the consortium agreement submitted as part of the Bid.

19.2.6 The TSP shall be responsible to report to Long Term Transmission Customers, within thirty (30) days from the occurrence of any event that would result in any change in its equity holding structure from that which existed as on the date of signing of the Share Purchase Agreement. In such cases, the Lead Long Term Transmission Customer would reserve the right to ascertain the equity holding structure and to call for all such required documents/ information/ clarifications as may be required.

19.3 Commitment of maintaining Qualification Requirement

19.3.1 The Selected Bidder will be required to continue to maintain compliance with the Qualification Requirements, as stipulated in RFP Document, till the COD of the Project. Where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not the Bidding Company or a Member in a Bidding Consortium, as the case may be, the Bidding Company or Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity till the COD of the Project.

19.3.2 Failure to comply with the aforesaid provisions shall be dealt in the same manner as TSP's Event of Default as under Article 13 of this Agreement.

19.4 Language:

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

19.4.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements,

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correspondence, communications or documents shall prevail in matters of interpretation.

19.5 Affirmation

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

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

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

19.6 Severability

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

19.7 Counterparts

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

19.8 Breach of Obligations/ Roles

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

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19.9 Restriction of Shareholders / Owners Liability

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

19.9.2 Further, the financial liabilities of the shareholder(s) of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 1956 / Companies Act, 2013 (as the case may be).

19.10 Taxes and Duties:

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

19.10.2 The Long Term Transmission Customers shall be indemnified and held harmless by the TSP against any claims that may be made against the Long Term Transmission Customers in relation to the matters set out in Article 19.10.1.

19.10.3 The Long Term Transmission Customers shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the TSP by the Long Term Transmission Customers on behalf of TSP or its personnel, provided the TSP has consented in writing to Long Term Transmission Customers for such work, for which consent shall not be unreasonably withheld.

19.11 No Consequential or Indirect Losses

The liability of the TSP shall be limited to that explicitly provided in this Agreement.

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

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19.12 Discretion:

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

19.13 Confidentiality

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

(a) to their professional advisors;

(b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

(c) disclosures required under Law,

without the prior written consent of the other Parties.

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

19.14 Order of priority in application:

Save as provided in Article 2.5, in case of inconsistencies between the terms and conditions stipulated in Transmission License issued by the Appropriate Commission to the TSP, agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- terms and conditions of Transmission License;

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- applicable Law, rules and regulations framed thereunder;
- this Agreement;

19.15 Independent Entity:

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

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

19.16 Amendments:

19.16.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

19.17 Waiver:

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

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

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19.18 Relationship of the Parties:

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

19.19 Entirety:

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

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

19.20 Notices:

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

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

Address :

Attention : M. Raghu Kumar

Email : raghukumar.m@meilgroup.co

Fax. No. : 040-44336800

Telephone No.: 9676520044

Megha Engineering & Infrastructures Limited S-2, TIE, Balanagar, Hyderabad, 500037

Pashchimanchal Vidyut Vitran Nigam Limited

Purvanchal Vidyut Vitran Nigam Limited

Dashinanchal Vidyut Vitran Nigam Limited

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19.20.3 If to the Long Term Transmission Customer(s), all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the addresses below:

(i) Paschimanchal Vidyut Vitran Nigam Ltd.

Address : Executive Engineer (Comm)
Attention : P.V.V.N.L . Meerut
Email : Sonam Singh
Fax. No. : 9193330053
Telephone No.:

(ii) Madhyanchal Vidyut Vitran Nigam Ltd.

Address : Ashok Kumar
Attention : Superintending Engineer (Comm)
Email : MVVNL, Lucknow
Fax. No. :
Telephone No. : 9415901104

(iii) Purvanchal Vidyut Vitran Nigam Ltd.

Address : SUPERINTENDING ENGINEER (COM.)
Attention : Purvanchal Vidyut Vitran Nigam Limited
Email : Vidyut Nagar, P.O. D.L.W., Varanasi
Fax. No. :
Telephone No.:

(iv) Dakshinanchal Vidyut Vitran Nigam Ltd.

Address :
Attention : M.P. Singh अधीक्षण अभियन्ता (वाणिज्य)
Email : दविविनिलि, आगरा
Fax. No. :
Telephone No.: 9412721350

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(v) Kanpur Electricity Supply Co. Ltd.

Address : अधीक्षण अभियन्ता (वा0)
Attention R.C Srivastava केस्को, कानपुर
Email :
Fax. No. :
Telephone No.: 8189045701

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

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

19.21 Fraudulent and Corrupt Practices

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

19.21.2 Without prejudice to the rights of the Long Term Transmission Customers under Clause 19.21.1 hereinabove and the rights and remedies which the Long Term Transmission

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

19.21.3 For the purposes of this Clause 19.21, the following terms shall have the meaning hereinafter respectively assigned to them:

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

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

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

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

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

19.22 Compliance with Law:

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

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

1. For and on behalf of TSP

M. Raghukumar (Director)

JEWAR TRANSMISSION LIMITED NEW DELHI

[Signature, Name, Designation and Address]

2. For and on behalf of Paschimanchal Vidyut Vitran Nigam Ltd.

Executive Engineer (Comm)
P.V.V.N.L., Meerut
Sonam Singh.

Pashchimanchal Vidyut Vitran Nigam Limited

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[Signature, Name, Designation and Address]

3. **For and on behalf of Madhyanchal Vidyut Vitran Nigam Ltd.**

Superintending Engineer (Comm)
MVVNL, Lucknow

[Signature, Name, Designation and Address]

4. **For and on behalf of Purvanchal Vidyut Vitran Nigam Ltd.**

SUPERINTENDING ENGINEER (COM.)
Purvanchal Vidyut Vitran Nigam Limited
Vidyut Nagar, P.O. D.L.W. Varanasi

BRAJESH KUMAR, SE (COM), PuVVNL

[Signature, Name, Designation and Address]

5. **For and on behalf of Dakshinanchal Vidyut Vitran Nigam Ltd.**

(M.P. Singh)
अधीक्षण अभियन्ता (वाणिज्य)
दविविनिलि०, आगरा

[Signature, Name, Designation and Address]

6. **For and on behalf of Kanpur Electricity Supply Co. Ltd.**

अधीक्षण अभियन्ता (वा0)
केस्को, कानपुर

[Signature, Name, Designation and Address]

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WITNESSES:

1. **For and on behalf of**

: BPC Nitin Srivastav EA PFCCL

.....
[Signature]

.....
[Insert, Name, Designation and Address of the Witness]

2. **For and on behalf of**

: STU

.....
[Signature]

(Rakesh Kumar)
Superintending Engineer, PPP Cell
UPPTCL 11th Floor, Shakti Bhawan Extn.

.....
[Insert Name, Designation and Address of the Witness]

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SCHEDULES

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Schedule: 1

Project Description and Scope of Project

1. Brief description of Transmission line:

- Data Centers under construction in Noida/Greater Noida has to be supplied power from two separate sources as per the data center policy approved by the Government.
- To provide smooth power supply to the under construction International Airport Jewar.
- Proposed high speed train and industrial activities in the area.
- To strengthen the existing transmission system to provide a strong secondary source to 220 KV sub-stations.
- Constriction of 220 kV GIS S/s Cantt Chaukaghat, Varanasi will provide support to 33 kV substation of the distribution area like Chaukaghat, Kashi Vidyapeeth, Municipal corporation, cultural complex, Chaukaghat (S.T.P.), Pandepur (proposed), Dhel Bairiya (proposed) etc.
- Construction of 200 Kv GIS S/s Vasundhara (Ghaziabad), will provide support to 33 kV sub-stations of the distribution unit like Vasundhara Sector -2, Sector-7, sector-8, Sector-10, Sector-16, sector-19 & sector-16 (old) etc.
- Construction of 220 kV S/s Khaga (Fatehpur) will provide second source to 132 kV Hussainganj S/s and 33kV sub-stations of PuVVNL such as Thariav, Ashothar, Jaroli, Mahichamandir, Haswa, Faridpur, Naraini & Dharampursato etc.

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2. Scope of the Project:

S. No.	Name of Transmission Element	Scheduled COD from Effective Date
A.	**Construction of 400/220 kV, 2x500 MVA GIS Substation Jewar (Gautam Budh Nagar) with associated lines**	
A1	Construction of 400/220 kV. 2x500 MVA GIS Substation Jewar (Gautam Budh Nagar) (along with 125 MVAR reactor) • 400 kV GIS feeder bay – 02 Nos. • 400 kV GIS Bus Coupler bay – 01 No. • 400 kV GIS Bus reactor bay – 01 No. • 400 kV GIS ICT bay – 02 Nos. • 220 kV GIS Bus Coupler bay – 01 No. • 220 kV GIS ICT bay – 02 Nos. • 220 kV GIS Interconnecting (220 kV S/S Jewar) bay – 02 Nos. • 220 kV GIS Feeder (220 kV S/S Sector-28 YEIDA) bay – 02 Nos.	18 months
A2	LILO of one ckt. of 400 kV Greater Noida (765 kV) – Sector - 148 (400), Noida DC line at 400/220 kV GIS Substation Jewar (Gautam Budh Nagar) (for LILO, twin HTLS conductor and OPGW stringing work on narrow base multi circuit towers)	
B.	**Construction of 220/33 kV, 2x60 MVA GIS substation Cantt, (Chaukaghat) Varanasi with associated lines**	
B1	Construction of 220/33 kV, GIS Substation Cantt, (Chaukaghat) Varanasi • 220 kV GIS feeder bay – 02 Nos. • 220 kV GIS Bus Coupler bay – 01 No.	18 months

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S. No.	Name of Transmission Element	Scheduled COD from Effective Date
	• 220 kV GIS ICT bay – 02 Nos. • 33 kV GIS feeder bay – 12 Nos. • 33 kV Bus Coupler bay – 01 No. • 33 kV GIS ICT bay – 02 Nos. • 33/0.4 kV station transformer bay – 02 nos.	
B2	LILO of one ckt, of 220 kV Satnath (400)- Gajokhar DC line at Cantt.(Chaukaghat) Varanasi construction of 41.5 Km (37 Km overhead line (Zebra Conductor) on Lattice Tower and construction of 4.5 Km 630 mm2 line with copper XLPE cable	
C.	**Construction of 220/33 kV, 3x60 MVA GIS substation Vasundhara (Ghaziabad) with associated lines**	
C1	Construction of 220/33 kV GIS substation Vasundhara (Ghaziabad) • 220 kV GIS feeder bay – 03 Nos. • 220 kV GIS feeder bay (spare) – 01 No. • 220kV GIS Bus Coupler Bay- 01 No. • 220 kV GIS ICT bay – 03 Nos. • 33 kV GIS feeder bay – 10 Nos. • 33 kV GIS Bus Coupler bay – 03 Nos. • 33 kV GIS bus sectionalized bay – 02 Nos. • 33 kV capacitor bank bay (1x10 MVAR)– 03 Nos. • 33 kV GIS ICT bay – 03 Nos. • 33/0.4 kV Station transformer bay – 02 Nos.	18 months
C2	LILO of one ckt, of 220 kV Muradnagar(400)- Sahibabad (220) SC line at 220 kV Substation Vasundhara (Ghaziabad) (Multi	

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S. No.	Name of Transmission Element	Scheduled COD from Effective Date
	Ckt. / Monopole Tower)(Zebra conductor)	
C3	220 kV Indirapuram (400) – Vasundhara SC line (Monopole and Narrowbase multi ciruit tower)	
D.	**Construction of 220/132/33 kV, 2x160+2x40 MVA Substation Khaga (Fatehpur) with associated lines**	
D1	Construction of 220/132/33 kV, Substation Khaga (Fatehpur) • 220 kV feeder bay – 02 Nos. • 220 kV spare feeder bay – 02 Nos. • 220 kV bus coupler – 01 No. • 220 kV transfer bus coupler – 01 No • 220 kV ICT bay – 02 Nos. • 132 kV feeder bay – 03 Nos. • 132 kV spare feeder bay – 01 No. • 132 kV bus coupler – 01 No. • 132 kV transfer bus coupler – 01 No • 132 kV ICT bay – 04 Nos. • 33 kV Feeder Bay – 07 Nos. • 33 kV Transfer Bus Coupler bay – 01 No. • 33 kV ICT bay – 02 Nos. • 33/0.4 kV station transformer bay – 02 nos.	18 months
D2	220 kV Fatehpur (765) PG -Khaga DC line (Zebra Conductor)	
D3	132 kV Khaga (220) – Khaga DC line	
D4	132 kV Khaga (220) — Hussainganj SC line	
D5	132 kV Bay 132 kV Substation Khaga- 02 Nos.	
D6	132 kV Hybrid Bay at 132 kV substation Hussainganj -01 No.	

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Note:

1. *UPPTCL to provide adequate land for construction of 400/220 kV, 2x500 MVA GIS Substation at Jewar (Gautam Budh Nagar) free of cost and shall be handed over to TSP as is where basis.*
2. *UPPTCL to provide adequate land for construction of 220/33 kV, 2x60 MVA GIS substation at Cantt, (Chaukaghat) Varanasi free of cost and shall be handed over to TSP as is where basis.*
3. *UPPTCL to provide adequate land for construction of 220/33 kV, 3x60 MVA GIS substation at Vasundhara (Ghaziabad) free of cost and shall be handed over to TSP as is where basis.*
4. *UPPTCL to provide adequate land for construction of 220/132/33 kV, 2x160+2x40 MVA Substation at Khaga (Fatehpur) free of cost and shall be handed over to TSP as is where basis.*
5. *02 Nos., 132 kV Bay at 132 kV S/s Khaga shall be under scope of developer.*
6. *01 No., 132 kV Hybrid Bay at 132 kV S/s Husainganj shall be under scope of developer.*

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ANNEXURE C

Technical Specifications of Transmission System

SPECIFIC TECHNICAL REQUIREMENTS FOR 220 KV AND 132 KV TRANSMISSION LINES

1. GENERAL INFORMATION

The transmission line shall be constructed on self supporting 132kV Galvanized Latticed Steel Double circuit towers and Narrow base Double circuit tower. The phase conductor shall be ACSR PANTHER in vertical formation with three phase of one Circuits being on one side of the tower of 132kV lines respectively. The 7/10 or 7/9 SWG Earth wire/OPGW shall be provided above the conductors for effective shielding of 132KV lines respectively.

2. SERVICE CONDITION

i.	Nominal system voltage	132KV
ii.	Rated highest system voltage	145
iii.	System frequency	50 Hz
iv.	No. of phase	3
v.	Phase configuration	Vertical
vi.	Neutral earthling	Effectively earthed
vii.	BIL	550 kV
viii	Power frequency withstand voltage (wet condition)	230 kV
ix.	Variation in system voltage	+10% to -15%
x.	Variation in system frequency	± 5%

TECHNICAL CONDITIONS (TOWERS)

STEEL

- Tower members shall be fabricated out of steel conforming to IS:226/1975 or IS: 2062/1999 with the latest revision thereof.

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- The tower members shall be fabricated in accordance with IS: 802(Part –II)-1978 with the latest revision thereof.

Tolerance:

- The following fabrication tolerances shall be allowed as per IS : 7215-1974.
- The maximum allowable difference in diameter of the hole on the two sides of plate or angle shall not exceed 0.8 mm i.e. allowable taper in punched hole shall not exceed 0.8 mm on diameter.
- The tolerance cumulative and between consecutive holes shall be within + 0.5mm.
- The tolerance on the overall length of members shall be within +1.6 mm.
- The tolerance on back mark shall be within +0.5 mm.

TECHNICAL REQUIREMENTS FOR BOLTS

- The bolts shall be hot dip galvanized, Hexagon round hexagon head transmission tower bolts of size M16 for use in construction of transmission towers and sub stations. These must confirm to IS: 12477/1988.
- The dimensions of the M16 shall be as per IS: 12427-1988.

3. INSULATORS

The specification covers design, manufacture, testing and supply and delivery of following insulators suitable for hardware fitting of Zebra ACSR Conductor for 220 kV and Panther ACSR for 132 kV transmission lines.

The equipment offered, shall be complete with all components which are necessary or usually used for their efficient performance and satisfactory maintenance

a. DETAILS OF DISC INSULATORS

3.1.1 The insulators of the string shall consist of standard discs for 3 phase 50 Hz effectively earthed system which can be operated at a voltage ten (10) percent higher than the rated system voltage in moderately polluted atmospheric conditions.

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3.1.2 The disc insulators shall be made of electro-porcelain. The disc insulators shall be of cap and pin, ball and socket type. porcelain shall be sound, free from defects, thoroughly vitrified and smoothly glazed.

3.1.3 The disc insulators shall be used on 220 KV /132 KV transmission lines in form of single tension/double tension strings.

3.1.4 The design of the insulators shall be such that stresses due to expansion and contraction in any part of the insulators shall not lead to deterioration. Special care should be taken in use of very low autoclave expansion cement to curb the unpredictable cement growth which leads to ageing. The limit of autoclave cement expansion should be as mentioned with the details in relevant standard.

3.1.5 The number of Disc Insulators of each Single suspension/ Single Tension and Double Suspension / Tension insulator string in 220 KV line shall be as follow:-

S. N.	Insulators Strings	No. of Disc Insulators per strings 220 KV	No. of Disc Insulators per strings 132 KV
1	Single Suspension	14	9
2	Double Suspension	2X14	2X9
3	Single Tension	16	10
4	Double Tension	2X16	2X10

3.1.6 The size, minimum creepage distance and EM (Electro mechanical) strength of disc insulators shall be as follows:

S N	Type of Disc (B-Type)	Size (mm)	Min. Creepage distance -mm	EM strength - KN
1	70 KN	255x145	292	70
2	120 KN	280/255 x 145	330	120
3	160 KN	280 x 170	330	160

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3.2 TECHNICAL PARTICULARS OF INSULATORS

The insulators to be supplied must fulfill the minimum technical particulars as mentioned below:-

S N	Description	70KN	120 KN	160KN
(A)	General			
1.	Type of Insulators (B&S Type)	16 mm	20 mm	20 mm
2.	Outside diameter of disc with tolerance (mm)	255	280/255	280
3.	Distance between centers of disc with tolerance (mm)	145	145	170
4.	Color of glazing of porcelain of Insulators	Brown	Brown	Brown
(B)	Mechanical Values			
1.	Electro-Mechanical Strength of single disc (KN)	70	120	160
2.	Breaking strength of single disc not less than (KN)	70	120	160
(C)	Electrical Values			
1.	Usual working System voltage (KV)	132/220	132	220
2.	Minimum Creepage distance of single disc (mm)	292	330	330
3.	Power Frequency Puncture Voltage of single Disc (KV) rms.	120	120	125
4.	Power Frequency and minute withstand voltage of single disc (KV) rms. Dry Wet	 70 40	 75 45	 75 45
5.	Impulse withstand voltage (KV) Peak (+	110	120	122

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S N	Description	70KN	120 KN	160KN
	wave)			
(D)	Complete string Values (132 KV)			
	Suspension Tension	9(132KV) 10(220KV) -	- 10	- 16
1.	Power frequency withstand voltage (KV)			
	with arcing horn on both side Dry (132 KV/220 KV) Wet(132 KV/220 KV)	 350/490 230/395	 380 250	 550 460
	without arcing horn Dry(132 KV/220 KV) Wet(132 KV/220 KV)	 260/500 240/405	 400 290	 600 500
2.	Power frequency flashover voltage (KV)			
	(a) with arcing horn on both side Dry(132 KV/220 KV) Wet(132 KV/220 KV)	 420/560 300/430	 450 320	 590 520
	(b) without arcing horn Dry(132 KV/220 KV) Wet(132 KV/220 KV)	 430/560 310/440	 480 330	 650 560
3.	Impulse withstand voltage (KV)			
	(a) with arcing horn on both side (i) +ive(132 KV/220 KV) (ii) -ive(132 KV/220 KV)	 550/900 550/900	 570 570	 1050 1050
	(b) without arcing horn (i) +ive(132 KV/220 KV)	 560/910	 650	 1150

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S N	Description	70KN	120 KN	160KN
	(ii) -ive(132 KV/220 KV)	560/910	650	1150
4.	Impulse flashover voltage (KV)			
	(a) with arcing horn on both side			
	(i) +ive(132 KV/220 KV)	600/975	620	1150
	(ii) -ive(132 KV/220 KV)	600/975	620	1150
	(b) without arcing horn			
	(i) +ive(132 KV/220 KV)	610/985	700	1200
	(ii) -ive(132 KV/220 KV)	610/985	700	1200
5.	Maxm. percentage of line to earth voltage distribution of insulator with normal fittings (%)(132 KV/220 KV)	22	20	14.14
6.	Mechanical failing load (kg.)			
	Single Suspension	7000	-	-
	Double Suspension	14000	-	-
	Single Tension	-	16500	16500
	Double Tension	-	33000	33000
7.	No deformation load (kg f)	67% of load at 6 above		

4. CONDUCTOR HARDWARES

4.1 The specification covers design, manufacture, testing & supply and delivery of following hardware fitting suitable for Zebra/Panther ACSR conductor for 220KV/132 KV transmission line. The equipment offered, shall be complete with all components which are necessary or usually used for their efficient performance and satisfactory maintenance.

1- Single Suspension
2- Single Tension
3- Single suspension Pilot fittings
4- Double Suspension
5- Double Tension

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4.2 The hardware fittings shall be suitable for three phase, 50 Hz effectively earthed system in moderately polluted atmosphere and for operation at voltage 10% higher than the rated service voltage. The edges, lips etc of all hardware components shall be so rounded as to reduce corona loss and radio interference voltage to a minimum. The hardware fitting shall be complete with all components which are necessary or usually used for their efficient performance and satisfactory maintenance.

5. CONDUCTOR AND INSULATOR PARTICULARS:

5.1 CONDUCTOR

5.1.1 The hardware fitting for 220 KV lines shall be suitable for Zebra & for 132 KV lines shall be suitable for Panther conductor having particulars as hereunder –

	Code Name	Zebra	Panther
a	Copper Equivalent Area mm sq.	260	130
b	Total area mm sq.	484.5	261.30
c	No. of Strands	61	37
d	Stranding & wire diameter (mm) Aluminium (mm) Steel (mm)	 54/3.18 7/3.18	 30/3.00 7/3.00
e	Overall dia (mm)	28.62	21.00
f	DC Resistance at 20oC (ohm/Km	0.06868	0.3497
g	Ultimate tensile strength (KN)	130.32	89.67
h	Conductor per phase	Single	Single

5.2 DISC INSULATORS PARTICULARS

		Zebra	Panther
1	70 KN		
a	Size (mm)	255x145	255x145
b	E&M Strength KN	70	70
c	Discs in string (Nos.)	14	9

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d	Ball & Socket (mm)	16/16B	16/16B
II	Tension string single or Double		
e	Size (mm)	280x170	255x145
f	E&M Strength mm	160	120
g	Discs in string (Nos.)	16	10
h	Ball & Socket (mm)	20	20

Note – Ball & Socket as per IS: 2486 Part-II

5.3 LENGTH OF FITTINGS WITH INSULATORS

		Zebra	Panther
1	Single Suspension (a) Minimum - mm (b) Maximum - mm	 2055 2415	 1330 1650
II	Single Tension (a) Minimum - mm (b) Maximum - mm	 2860 3260	 1620 2000
E	Ruling Span – Meters (a) Single Circuit (b) Double Circuit	 380 365	 360 350
F	Configuration (a) Single Circuit (b) Double Circuit	 Delta Vertical	 Delta Vertical
G	Conductor Tension At 32o C	22% of UTS of conductor	22% of UTS of conductor

6. CONDUCTOR ACCESSORIES

The specification covers design, manufacture, testing and supply and delivery of following conductor accessories suitable for Zebra ACSR Conductor for 220 kV

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transmission line and ACSR Panther Conductor for 132 kV transmission line. The equipment offered, shall be complete with all components which are necessary or usually used for their efficient performance and satisfactory maintenance.

i- Preformed Amour Rods

ii- Vibration Damper

iii- Repair sleeves

iv- Mid span Compression Joints

7. CONDUCTOR AND LINE DATA

The conductor accessories shall be suitable for Zebra/Panther, ACSR. The conductor and line data are as under :-

For Zebra For Panther

S N	Configuration	Vertical/Triangular	Vertical/ Triangular
1.	Number of phases	Three /Six	Three /Six
2.	Size of conductor		
	i) Aluminium	54/3.18 mm	30/3.00 mm
	ii) Steel	7/3.18 mm	7/3.30 mm
3	Over diameter	28.62 mm	21.00 mm
4	Weight per meter	1.621 kg	0.974 kg
5	Ultimate tensile strength	130.32 KN	89.67
6	Normal span (i) Single Circuit (ii) Double Circuit	 380 m 365 m	 365 m 380m
7	Maximum Conductor tension at 320C		

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	without external load.		
	i. Initial unloaded tension	35 % of UTS.	35 % of UTS.
	ii. Final unloaded tension	25% of UTS.	25% of UTS.
8	Nature of terrain	Generally flat with cultivated fields	
9	i) No. of performed Armour rods used	12 nos	11 nos
	ii) Dia of each rod	7.87 mm	6.35 mm
	iii) Dia of conductor with Armour rods	44.36 mm	33.70 mm
10	Max. permissible dynamic strain after damping	150 Microns	150 Microns

PREFORMED AMOUR RODS:

Preformed Armour Road shall line conform to IS:2121.The technical particulars are given as here under :-

S N		For Zebra	For Panther
i)	Material (IS: 739-1977)	Aluminium Alloy	Aluminium Alloy
ii)	Number of Rod per set	12	11
ii)	Diameter of each rod (mm)	7.87+0 / -0.1	6.35+0 / -0.1
iii)	Length of each rod (mm)	2540± 25	1950± 25
iv)	Difference between the longest rod and the shortest rod in each set (mm)	16	16
v)	Electrical conductivity at 200C	Not less than 39% of IACS (International Annealed Copper standards	
vi)	Ultimate strength of each rod	35 Kg	35 Kg

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	(kg/mm2)		
vii)	Marking	Centre line to be marked with black point	
viii)	Shape of end	Parrot bill ended	

8. **EARTHWIRE ACCESSORIES**

The specification covers design, manufacture, testing and supply of delivery of following earthwire accessories suitable for 7/3.67 mm. Earthwire for 220 KV lines and 7/3.25 mm. Earthwire for 132 KV lines. The equipment offered, shall be complete with all components which are necessary or usually used for their efficient performance and satisfactory maintenance.

i)Suspension clamp (Free centre type)

ii) Tension clamp

iii) Mid span compression joints

iv) Vibration damper

9. **SUSPENSION CLAMPS: (FREE CENTER TYPE)**

9.1 At all suspension towers suitable suspension clamps shall be used to support the earthwire. The suspension clamps shall hang from U-bolt which is fixed vertically downwards in the ground wire peak of suspension tower. The U-bolt is fixed in the direction of run of the line. This U-bolt is part of tower.

9.2 Necessary arrangement for hanging the suspension clamp form U-bolt shall be supplied along with the suspension clamp and shall be considered as a part of clamp.

9.3 The clamps shall conform to general requirement of IS : 2486 (Part -I) with latest revision thereof.

9.4 The suspension clamps (Complete assembly) shall consist of the following components:

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i) Suspension Clamps

ii) Keeper piece

iii) U-bolts

iv) Anchor shackle to be used for suspending the suspension clamp form U-bolt of earthwire peak of the tower.

v) Nuts, bolts, washers and split pins etc.

9.5 The clamping piece and the clamp body shall be clamped by at least two U-bolts of size not less than M-10 diameter having one nut and one 3.5 mm. thick spring lock washer on each of its limbs. Suspension clamps shall be provided with inverted type U-bolts. The limb of one of the U-Bolts shall be long enough to accommodate the lug of the flexible copper bond.

9.6 Total length of suspension clamps assembly between tower peak and axis of earthwire at clamp (including one 65 mm long U-bolt which is already fixed in tower peak) shall be 200 mm.

9.7 The material for the suspension clamps shall be such that it gives the required mechanical strength with specified dimensions. The clamp may be made of either forged steel (as per IS : 2004) or malleable cast iron (as per IS: 2107 and IS: 2108) having good finish. The clamps shall be free from all internal defects like shrinkage inclusion, blow holes etc. and quality of the product shall be uniform throughout.

9.8 There shall be no sharp points in the clamps coming in contact with earthwire.

9.9 All the ferrous parts of compete assembly including bolts, nutsan lock washers shall be hot dip galvanised as per IS: 2633/1972. Spring washer should be electro-galvanised. The female thread of nuts should be oiled only.

9.10 The assembly shall give adequate area of support to the earthwire . The groove of the clamp shall be smooth finished in uniform circular or oval shape and shall slope downwards in a smooth curve in 25 mm length at either end to avoid sharp support

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for the earthwire and to reduce the intensity of bending moment at the clamp edge due to vertical load. There shallnot be any displacement in the configuration of the earthwire standards nor shall these be unduly stressed in final assembly.

9.11 The suspension assembly shall be guarantied for the following values:-

1. Slip strength : 8-15%of breaking load of earthwire
2. Minimum failing load : Not less than breaking load of earthwire.

10. **TENSION CLAMPS**

10.1 At all the tension towers, suitable compression type tension clamps shall be used to hold 7/9 SWG galvanised steel earth wire in case of 220 KV lines and 7/10 SWG galvanised steel earth wire in case of 132 KV lines.

10.2 The tension assembly shall consist of the following component parts :

i) Dead and End

ii) Jumper tube.

iii) Anchor D-Shackles

iv) Rivet, washer & cotter pins etc.

10.3 The compression tube & Jumper tube shall give adequate area of support without any slip to the earthwire under normal working tension and vibration conditions.

10.4 The dead end tubes and jumper tubes of tension clamps shall be made of Forged steed as per IS : 2004 with latest revision thereof.

10.5 All the forgings shall be of good finish and free from flaws and other defects. There shall be no sharp points in the tube coming in contact with the earthwire. There shall also not be any displacement in the configuration of the earthwirestrands nor shall they be un-duly stressed in the final assembly. The tube shall be such as to give smooth surface after compression. The complete assembly shall be so designed as to

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avoid un-due bending in any part of assembly and shall not produce any hindrance to the movement of the clamp in horizontal or vertical directions.

10.6 Suitable lugs for jumper connection shall also be supplied along with necessary bolts and nuts.

10.7 All ferrous parts of complete assembly including bolts, nuts and washers shall be hot dip galvanised as per IS: 2633. Spring washers may be electro galvanised. The female thread of the nuts may be oiled only.

10.8 The assembly shall be connected to horizontal strain plates of the tower body by means of D- Shackle or eye link.

10.9 The jumper terminal plates shall be welded with dead end at an angle of 30^0 from the vertical plane. The jumper shall pass in a vertical plane.

10.10 The assembly shall be supplied complete with dead and jumper tubes, Anchor shokles bolts. nuts and washers .

10.11 The dimensions and the dimensional tolerances of the compressible tube shall be as under :-

(i) Before compression :		**For 7/3.67 mm EW**	**For 7/3.25 mm EW**
(a) Inner dia (mm)	:	11.5 ± 0.2	10.3 ± 0.2
(b) Outer dia (mm)	:	20.0 ± 0.5	18.0 ± 0.2
(ii) After the compression:			
(a) Width (corner to corner) (mm)	:	20.0± 0.5	17.4 ± 0.5
(b) Width (flat to flat) (mm)	:	17.5± 05	15.1 ± 0.5

10.12 The slip strength of the assembly shall not be less than the 95% of the ultimate tensile strength of the earthwire. The ultimate strengths of clamp shall not be less than that of earthwire. The

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method of testing shall conform to IS: 2121 (part -3) and IS: 2486 (part -I) or an equivalent standards amended upto -date.

11. MID SPAN COMPRESSION JOINTS

11.1 These joints shall be suitable for joining two length of earthwire.

11.2 These shall be made of high strength of mild steel tubes and shall be easily compressible without any crack or failure with 100 ton capacity hydraulic compressor.

11.3 The minimum failing load (slip strength) of the joint shall not be less than 95% of the ultimate tensile strength of the earthwire.

11.4 The joints shall have the same conductivity as the earthwire.

11.5 The dimensions and the dimensional tolerances of the joints shall be as under :-

(i) Before compression :		**For 7/3.67 mm EW**	**For 7/3.25 mm EW**
(a) Inner dia (mm)	:	11.5 ± 0.2	10.3 ± 0.2
(b) Outer dia (mm)	:	20.0 ± 0.5	18.0 ± 0.2
(c) Length (mm)	:	230± 0.5	203 ± 0.2
(ii) After the compression:			
(a) Width (corner to corner) (mm)	:	20.0± 0.5	17.4 ± 0.2
(b) Width (flat to flat) (mm)	:	17.5± 05	15.1 ± 0.2
(c) Length (mm)	:	262± 0.5	220± 0.2

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12. VIBRATION DAMPERS

12.1 Stock bridge 4R type vibration damper suitable for 7/3.67 mm earth wire shall be provided at all tension and suspension points on each span (at least one at each end of each earthwire spans of up to 450 meter) to damp out the vibration up to a limit of 150 micro strains on 220 KV lines.. The dampers shall effectively damp out the vibration of the earthwire for the full frequency range experienced in the earthwire for spans from 200 to 450 meter and wind velocity of 0-30 km per hour. Vibration Dampers shall not be installed on 132 KV Lines

12.2 The necessary technical particulars of dampers design are as given below: -

Sl. No.	Particulars	Details
1.	Configuration	Single steel stranded earthwire at the peak of tower
2.	Height of cable support under every day condition above	
	a)tower	36.5 m
	b)mid span	27 m
3.	Size of cable	7/9 SWG
4.	Span length in meters	
	i) Ruling Span for design	400 m
	ii) Maximum span	450 m
	iii) Minimum span	250 m
5.	Maximum earthwire tension at 320C without external load.	
	i. Initial unloaded tension	35 % of UTS.
	ii. Final unloaded tension	25% of UTS.
6.	Nature of terrain	Centrally flat with cultivated fields
7.	If armour rods used	No
8.	Maximum permissible dynamics	150 micro strains

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Sl. No.	Particulars	Details
	strain after damping	
9..	Minimum no of cycles for fatigue performance	10 million
10.	Amplitude for fatigue test	± 50 mm at the highest resonant frequency
11.	Slip strength of clamp	1. Not less than 250 kg. when an untested vibration demure is installed at the recommended bolt torque on the earthwire. 2. Not less than 200 kg. without retightening the bolts after concocting the Fatigue test.
12.	Max. Wind load	45 kg/m² on full projected area

12.3 The clamp of the vibration damper shall be made of permanent mould cast high strength aluminium alloy. It shall be capable of supporting the damper during installation and to prevent any damage or chafing of the earthwire during fitting and during continued operation which would produce high electrical and mechanical stresses in normal working. If there are any chances of the clamp chafing the earthwire in service, suitable remedial devices shall be provided by the vendor free of cost.

The clamp shall have sufficient grip to maintain the damper in position on the earthwire without damaging the strands or causing premature fatigue. The groove of the clamp body and clamp cap shall be smooth, free of projections, grit or other material which could cause damage to the earthwire when the clamp is installed. Clamping bolts shall be provided with self locking nuts and designed to prevent corrosion of the threads or loosening during service.

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12.4 The messenger cable of the damper shall comprise of high strength steel strength which shall be hot dip galvanised as per IS 4826. The steel strands shall be pre-formed and suitably protected against loosening of its standards in order to prevent subsequent droop of weight in service and to maintain consistent flexural stiffness of the cable while in service. The messenger cable shall be suitably and effectively sealed to prevent corrosion.

12.5 The damper mass shall be made of hot dip galvanised mild steel/ cast iron. All castings shall be free from defects such as cracks, shrinkages, inclusions and blow holes etc. The inside and outside surfaces of the damper masses shall be smooth.

The damper mass shall be fixed permanently to the messenger cable with suitable non ferrous sleeves or compound. The damper mass shall not droop more than 5 degrees from the centre of the damper. Each damper mass shall be designed so as to avoid accumulation of rain waters.

12.6 The vibration damper shall be capable of being installed and removed from energized line by means of hot line technique without completely separating components . In addition, the clamp shall be capable of being removed and reinstalled on the conductor at the design torque without damaging the fasteners and conductor surface. The damper assembly shall be electrically conductive.

12.7 The approved vendor shall give full details of the damping characteristics and energy dissipation curve of the dampers and guarantee their effectiveness for the earthwire for damping design.

12.8 The vibration damper shall also conform to IS : 9708-1980 and technical particular given hereunder:-

i) Type	Stock Bridge type 4R
ii) Materials a) Clamps b) Messenger cable	 Aluminium Alloy High tensile steel of strength 140 kg/mm^2 (19 strands wire)

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c) Damper masses	H.D.G. cast Iron
iii) Mass pull off strength	500 kg.
iv) Clamp slip strength	250 kg
v) Maximum permissible dynamic strain	Less than 150 micro -strains
vi) Minimum number of cycles for fatigue performance	10 million cycles at highest resonant frequency at ± 0.5

13. ERECTION

GENERAL

The line shall be constructed on self supporting, latticed steel towers. The phase conductors shall be in triangular formation (right angle or equi-lateral triangle) in case of Single Circuit line(s) and in vertical formation in case of Double circuit lines. Earthwire shall be provided above the conductors for effective shielding. The construction details shall comply in all respects with the specifications given herein.

The towers shall be fully galvanised including stubs and cleats by hot dip galvanising. The tower members shall be fabricated using structural mild steel sections as per IS: 226/2062. Hexagonal round head galvanised M.S. bolts and nuts with flat washers of 5 mm thick shall be used for connections.

13.1 CLASSIFICATION OF TOWERS :

(a) 'A2' Type Suspension Towers:

The suspension type towers are designed with suspension strings and 2^0 line deviation with design span.

(b) 'B30' Type Tension Towers:

To be used for angle of line deviation up to 30^0 with design span and shall also be suitable for section conditions.

(c) 'C60' Type Tension Towers :

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To be used for angle of line deviation up to 60^0 with design span.

(d) Dead end Towers :

Normally 'C' type towers are used as dead end towers. However, in exceptional circumstances a dead end tower may be different from 'C' type tower.

13.2 132 KV Narrow Base Tower

(a) 'NBDA' Type Suspension Towers :

The suspension type towers are designed with suspension strings and 2^0 line deviation with design span.

(b) 'NBDB' Type Tension Towers :

To be used for angle of line deviation up to 15^0 with design span and shall also be suitable for section conditions.

(c) 'NBDC' Type Tension Towers :

To be used for angle of line deviation up to 30^0 with design span.

(d) 'NBDD' Type Tension Towers :

- To be used for angle of line deviation up to 60^0 with design span.
- To be used Dead End tower.
- These towers can also be used for longer spans with reduced angle of deviation with limitations of ground clearance and wind/weight span as per tower spotting data.

13.3 SPECIAL TOWERS

13.2.1 In addition to standard towers and extensions specified, erection of special structures, if any, required for major river crossings, power line crossings very long spans etc. shall be carried out by the Contractor as a part of this contract. Details of these structures shall be made known at the time of finalisation of survey.

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13.2.2 **EXTENSIONS :**

- Extensions in the towers may also be used wherever required.
- Such extension shall be used where ground clearance and inter circuit clearances are found to be inadequate.
- Tower foundations may be suitable with or without extensions depending up[on foundation design.

13.2.3 TOWER LOCATION

13.2.4 SAG TEMPLATES

The TSP shall prepare the sag template for tower spotting

13.2.5 TOWER SPOTTING

With the help of tower spotting data and approved sag templates, tower locations shall be marked on the profiles. While locating the towers on survey charts, the following points shall be borne in mind –

(a) Towers shall be located within its design parameters.

(b) Towers shall be placed at mid bisection of deviation angle.

(c) Dead end tower shall be square to the line side and may have a deviation upto 15^0 on slack span side.

(d) There shall not be any upward force on suspension towers under normal working conditions and the suspension towers shall support at least the minimum weight span as provided in the designs. In case uplift is unavoidable, it will be examined if the same can be over come by adding standard body extensions to the towers, failing which tension towers designed for the purpose shall be employed at such positions.

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(e) An individual span shall be as near to the normal design span as possible. In case an individual span becomes too short with normal supports on account of undulations in ground profile, one or both line supports of the span may be extended by inserting standard body extension, designed for the purpose.

(f) The number of consecutive spans between the section points shall not exceed 15 spans. A sectional point shall be taken to comprise a tension point with a B-type or C-type tower.

(g) **ROAD CROSSING**

At all important road crossings, the tower shall be located in such manner that the ground clearance at the roads under maximum temperature and in still air shall be such that even with a conductor broken in adjacent span the ground clearance of the conductor from the road surface will not be less than that required under Indian Electricity Rules 1956. Road crossing span shall not exceed to 250 meter.

(h) **RAILWAY CROSSING**

Railway crossings shall be constructed in conformity with the specifications laid down by the Railway Authorities. The angle of crossing shall be as near 90^0 as possible. The railway crossing towers shall have double tension insulator strings.

(i) **POWER LINE CROSSING**

Where the line under construction is to cross over another line of the same voltage or lower voltage, tower with suitable extensions shall be used. Provision to prevent the possibility of its coming into contact with the other overhead lines, shall be made in accordance with the Indian Electricity Rules, 1956.

(j) **TELECOMMUNICATION LINES CROSSING**

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The angle of crossing between telecommunication line and power line shall be as near 90^0 as possible. However, deviation to the extent of 60^0 may be permitted under exceptionally difficult situations. When the angle of crossing has to be below 60^0 the matter will be referred to the authority in charge of the telecommunication system. Also in the crossing span, power line supports will be as near the telecommunication line as possible, to obtain increased vertical clearance between the wires.

(k) **TRANSPOSITION**

No transposition of the conductors shall be carried out in the line.

(l) **RIVER CROSSING**

Small rivers shall be crossed with normal A, B & C towers with or without extension. Major rivers may be crossed either with normal A, B, C towers with or without extension or special river crossing towers.

(m) **APPROACH SPANS**

On approach line towers upto 1.5 Km from the terminal structures on either end of the line, insulator strings suitable for graded insulation with arcing horns on both sides with the number of insulator discs one less then those in the normal line, suspension and tension insulator strings shall be used.

Latitude and longitude of each location of the lines shall be captured and KML file for each line shall also be prepare and submit for ready reference.

14. CONSTRUCTION OF TOWER FOUNDATION, STUB SETTING & EARTHING

Cement concrete footings shall be used for all types of towers, in conformity with the present day practice followed in the country, and specifications laid herein. RCC foundations may be used for locations where cement concrete footings are not possible to be laid. All the footings of the tower shall be similar.

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14.1 FOUNDATION DEPTH

The depth of the foundation may vary from 1.5metres to 3.5 meters.

14.1.1 CLASSIFICATION OF FOUNDATION

- Depending on the type of soil, the sub-soil water table and the presence of surface water, four types of foundation will be used for each type of tower locations, classified in the following manner –

(a)	Normal dry type	To be used for location in normal dry cohesive or non-cohesive soils.
(b)	Wet type Or and	To be used for locations – i) Where sub-soil water is met at 1.5m or more below the ground line. ii) Which are in surface water for long periods with water penetration not exceeding one metre below the ground line. iii) In black cotton soils.
(c)	Partially submerged type	To be used on locations where sub-soil water table is met between 0.75 meter to 1.5 meter below the ground line.
(d)	Fully submerged type	To be used at locations where sub-soil water is met at less than 0.75 meter below the ground line.

- In addition to the above, depending on the site conditions other types of foundations may be introduced suitable for –

i) Intermediate conditions under the above classifications to effect more economy, or

ii) for locations in hilly and rocky areas.

14.4 EARTHING

The footing resistance of all towers shall be measured by the TSP in dry weather after their erection before the stringing of earth wire. In case the tower footing resistance exceeds 10 ohms, pipe type

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earthing/counterpoise earthing, wherever required shall be done in accordance with stipulation made in this contract

14.5 PIPE EARTHING

The grounding shall be effected by making about 300mm dia 3750mm deep pit at a distance of not less than 3650mm away from the stubs and filling in the pit with finely broken coke having the granule sizes not more than 25mm and salt in such a way that minimum cover of 125mm thick salt-mixed-coke shall be maintained from the pipe on all sides and that the top edge of the pipe shall be at least 600mm below the ground line. The GS strip shall be buried not less than 600mm from the ground line.

14.6 COUNTERPOISE EARTHING

In place of high resistivity soil, special earthing arrangement shall be employed in the form of counterpoise earth to bring down the tower footing resistance to 10 ohms. The counterpoise earth shall be composed of 7/9 SWG galvanized steel wire having suitable GS lugs soldered or compressed at its one end complete with 16mm dia bolts & nuts, required for connecting the earthing to the tower end. The counterpoise shall be buried radially away from the tower base at 600mm below ground level. The lug should preferably be buried in the chimney portion of the foundation to avoid pilferage.

14.7 STRING OF CONDUCTOR & EARTHWIRE :

14.7.1 The stringing of the conductors and earth wire shall be done in a most standard method used for such lines.

14.7.2 On certain 220KV or 132KV lines, UPPTCL may opt to use earthwire in place of OPGW.In that case TSP will be required to lay Earthwire on 132KV or 220kV towers in place of with all related hardwares.

14.7.3 The TSP shall be entirely responsible for any damage to the towers or the conductors during stringing. The damaged items shall be replaced without extra charges to the UPPTCL.

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15. OPGW : TECHNICAL SPECIFICATIONS OF OPGWAND ITS ACCESSORIES

15.1 Introduction, General Information and Requirement - This section describes the technical specifications for procurement of overhead fibre optic cable (OPGW) for 220 & 132 kV SC/DC Transmission system.

15.2 Introduction

UPPTCL is constructing 220KV & 132 kV SC/DC transmission lines with ACSR Zebra/Panther. 24/48 Fibre (DWSM, G.652D) Optical Ground Wire (OPGW) cable shall be laid on these lines. The Installation, Erection, Splicing, Termination, Testing and Commissioning of OPGW cable & OFAC upto end to end connectivity shall also be carried out by the TSP.

Specifications and Functional Description

Table 2-1(a): DWSM Optical Fibre Characteristics	
Fibre Description:	Dual-Window Single-Mode
Mode Field Diameter:	8.6 to 9.5 (m (± 0.6(m)
Cladding Diameter:	125.0 (m ± 1 (m
Mode field concentricity error	0.6(m
Cladding non-circularity	
Cable Cut-off Wavelength λcc	1260 nm
1550 nm loss performance	As per G.652 D
Proof Test Level	0.69 Gpa
Attenuation Coefficient:	@ 1310 nm 0.35 dB/km @ 1550 nm 0.21 dB/km
Chromatic Dispersion; Maximum: **Zero Dispersion Wavelength:** **Zero Dispersion Slope:**	18 ps/(nm x km) @ 1550 nm 3.5 ps/(nm x km) 1288-1339nm 5.3 ps/(nm x km) 1271-1360nm 1300 to 1324nm 0.092 ps/(nm2xkm) maximum
Polarization mode dispersion coefficient	0.2 ps/km^½
Temperature Dependence:	Induced attenuation 0.05 dB (-60C -

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	+85□C)
Bend Performance:	@ 1310 nm (75±2 mm dia Mandrel), 100 turns; Attenuation Rise □ 0.05 dB/km @ 1550 nm (75±2 mm dia Mandrel), 100 turns; Attenuation Rise □ 0.10 dB/km @ 1550 nm (32±0.5 mm dia Mandrel, 1 turn; Attenuation Rise □ 0.50 dB/km

The size of OPGW shall be selected such that max tension and sag at specified temperature and wind condition remain within the limits indicated below:

S. No.	Parameter	For 47 m/sec Wind Zone
1.	Basic Span	380 m
2.	Wind Pressure	189.64 kg/sq-m
3.	Overall Diameter	0.011010 m
4.	Unit Weight	0.583 kg/m
5.	Ultimate Tensile Strength	7030 kg
6.	Tension at 32° C & Full wind	3200 kg
7.	Sag at 53° C & no wind	9.507 m
8.	Sag at 0° C & no wind	7.745 m

The above cases shall be considered for the spans from 100 m to 600 m in the range of 50 m spans. The full wind load shall be considered as the design wind load for all the specified transmission lines as per relevant IS 802 version and the sag-tension chart shall be submitted considering the transmission lines.

16. **Electrical and Mechanical Requirements**

Table 2-2(a) provides OPGW Electrical and Mechanical Requirements for the minimum performance characteristics. For the purposes of determining the appropriate Max Working Tension limit for the OPGW cable IS 802:1995 and IS 875: 1987 shall be applied.

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However the OPGW installation sag & tension charts shall be based on IS 802 version to which the line is originally designed. For the OPGW cable design selection and preparation of sag tension charts, the limits specified in clause 2.1.2.5 shall also be satisfied. The Bidder shall submit sag-tension charts for the above cases with their bids.

Table 2.2(a) : OPGW Electrical and Mechanical Requirements		
(1)	Everyday Tension	20% of UTS of OPGW
(2)	D.C. Resistance at 20C:	< 1.0 ohm/Km
(3)	Short Circuit Current:	6.32 kA for 1.0 second

TECHNICAL PARTICULARS OF CONDUCTOR AND EARTHWIRE

Technical particular of Conductor

S N	Code Name	Zebra	Panther
1	Copper Equivalent Area mm sq.	260	130
2	Total area mm sq.	484.5	261.30
3	No. of Strands	61	37
4	Stranding & wire diameter (mm) Aluminium (mm) Steel (mm)	 54/3.18 7/3.18	 30/3.00 7/3.00
5	Overall dia (mm)	28.62	21.00
6	Ultimate tensile strength (KN)	130.32	89.67
7	Conductor per phase	Single	Single
8	Weight (Kg/km)	1623	974
9	Final modulus of elasticity GN/mm2	69	80
10	Coff. Of linear expansion (0C)	19.3X10-6	17.8X10-6

Technical particular of Earthwire

SN	Code Name	7/9 SWG	7/10 SWG
1	Type (Galvanized steel)	95 kg/mm2	95 kg/mm2

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3	No. of Strands	7	7
4	Stranding /diameter (mm) Steel (mm)	 7/3.66	 7/3.25
5	Overall dia (mm)	10.98	9.75
6	Ultimate tensile strength (Kg)	7030	5510
7	Weight (Kg/km)	580.5	460
8	Coff. Of linear expansion (0C)	11.5X10-6	11.5X10-6

TECHNICAL PARTICULARS OF INSULATOR STRING (FOR 132 KV LINES)

SN	String particular	Electro-mech strength(KN)	Weight of each disc (kgs)	Size of brown glazes insulator disc(kgs)
1	9 unit single suspension string	70	5.25	280X145
2	2X9 unit Double suspension string	70	5.25	280X145
3	10 unit single tension string	120	9.00	280X145
4	2X 10 unit double tension string	120	9.00	280X145

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SPECIFIC TECHNICAL REQUIREMNETS FOR 220/132/33 kV AIS SUBSTATION

1. GENERAL TECHNICAL REQUIREMENTS OF SPECIFICATIONS

	SYSTEM PARTICULARS		
(i)	Rated System voltage		245KV, 145KV, 36KV
(ii)	System frequency & Number of phases		50 Hz, This may vary by ± 5% & Three
(iii)	Neutral		Effectively Earthed
(iv)	Auxiliary power supply:-		245KV, 145KV, 36KV
	Auxiliary electrical equipment shall be suitable for operation on the following supply system.		
	(a)	Power device(Like drive motors)	400V, 3Phase, 4Wire 50Hz Effectively earthed AC system.
	(b)	Lighting fixtures, space heaters, fractional Horse Power motors and control devices.	250V, 2wire, 50Hz, AC supply with one point grounded.
	(c)	DC alarm, Control and Protective	2wire ungrounded DC supplies
		Devices from sub station batteries as under	
			220/132KV S/S : 110V DC
			Communication equipment : 48 V DC
	The above supply voltage is subject to variation as follows :		
	All devices must be suitable for a continuous operation over the entire range of voltage variations :		
	(i)	AC	Voltage may vary by ± 10%.
			Frequency by ± 5%
			Combined Voltage & frequency by ±10%.
	(ii)	DC	
		a)	220 V may vary between 187& 242 V
		b)	110 V may vary between 93 & 121 V

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	SYSTEM PARTICULARS			
	c)	48 V may vary between 41 & 53 V		
	SYSTEM PARAMETERS: The following system parameters shall prevail.			
	Nominal system voltage	**220KV**	**132 kV**	**33 kV**
	Nominal system voltage	**220KV**	**132 kV**	**33 kV**
	Highest system & Frequency	245KV & 50Hz	145 Kv & 50Hz	36 kV & 50Hz
	Rated short time current	40KA for 3 Sec.	31.5 kA for 3 sec	25 kA for 3 sec
	Dry and wet one minute power frequency withstand voltage	460KV	275 kV	95 kV
	Dry and wet impulse withstand voltage positive and negative	1050KVp	650 kVp	250 kVp
	System Earthing	Effectively Earthed	Effectively Earthed	Un- effectively

General criteria for using the conductors at 220/132/33 KV substations is as under:

S. No.	Bus/ Feeder	220kV Switch yard	132kV Switch yard	33kV Switch yard
1	Main Bus	Tarantulla	Tarantulla	Tarantulla
2	Transfer Bus/Auxiliary bus	Zebra	Zebra	Zebra
3	Jack Bus/Jumpers/Equipment Interconnection for			
A	Feeder	Zebra	zebra	2x Panther
B	160 MVA T/F	zebra	tarantula	
C	60 MVA T/F	Zebra	-	2x Zebra
D	40 MVA T/F		zebra	2x Zebra

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E	TBC	Zebra	Zebra	Zebra
Sizes (Diameter in mm) for various conductors are as follows :				
	Moose -	31.775	Panther -	21.00
	Zebra -	28.575	Tarantulla -	36.61

2. **CONTROL CABINETS, JUNCTION BOXES, TERMINAL BOXES & MARSHALLING BOXES FOR OUTDOOR EQUIPMENT**

All types of boxes, cabinets etc. shall generally conform to in accordance with IS-5039/ IS-8623, IEC-439, as applicable.

Control cabinets, junction boxes, marshalling boxes & terminal boxes shall be made of sheet steel or aluminum enclosure and shall be dust, water and vermin proof. Sheet steel used shall be at least 2.0 mm thick cold rolled or 2.5 mm hot rolled. The box shall be properly braces to prevent wobbling. There shall be sufficient reinforcement to provide level surfaces, resistance to vibrations and rigidity during transportation and installation. In case of aluminum enclosed box, the thickness of aluminum shall be such that it provides adequate rigidity and long life as comparable with sheet steel of specified thickness.

3. **EARTHING**

Positive earthing of the cabinet shall be ensured by providing two separate earthing pads. The earth wire/ strip shall be terminated on to the earthing pad and secured by the use of self etching washer. Earthing of hinged door shall be done by using a separate earth wire.

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4. TECHNICAL SPECIFICATION FOR 250 KVA 33/0.4 kV CLASS POWER TRANSFORMERS

The materials shall conform in all respects to the relevant Indian Standard Specifications with latest amendments indicated below:

Indian Standard	Title	International & Internationally Recognized Standard
ISS – 2026	Specification for Power Transformer	IEC 76
ISS – 3347/1967	Specification for Transformer's Porcelain Bushings	DIN 42531,2,3
ISS – 335	Specification for Transformer Oil	BS 148, IEC 296
IS-4237	General requirement for switch-gear & control gear for voltages not exceeding 1000 V.	
ISS-6600/1972	Guide for Loading of Oil immersed transformers	IEC 76
ISS – 1271	Insulating Material	
ISS-2099/1973	Specification for high voltage Porcelain Bushings.	BS 148 IEC 36 A
ISS-2393/1980	Cylindrical pins	
ISS-2633/1986	Methods of testing uniformity of zinc coated articles	
ISS – 5	Colours of Ready Mixed Paints.	

Equipment conforming to other internationally accepted standards, which ensure equal or higher quality than the standards mentioned above would also be acceptable. In case the Bidder who wish to offer material conforming to the other standards, salient points of difference between the standards adopted and the specific standards shall be clearly brought out in relevant schedule. Four copies of such standards with authentic English Translations shall be furnished alongwith the offer.

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Principal Parameters

The transformer shall be suitable for outdoor installation with three phase, 50 Hz, conventional type copper wound distribution transformer ,Core type, Oil immersed and naturally cooled (Type ON), 33 kV system in which Neutral is effectively earthed and they should be suitable for service under fluctuation in supply voltage from +10% to – 15%. The transformer shall conform to the following specific parameters.

1. Continuous rated capacity	250 kVA
2. Rated Voltage HV	33 kV
3. Rated Voltage LV	0.4 kV
4. Frequency	50 Hz ±5%
5.	
6. No. of phase	Three
7. Method of connection HV	Delta
LV	Star
8. Vector Group	Dyll
9. Type of cooling	ONAN
10. Percentage impedance voltage on normal tap on kVA base corresponding to HV/LV rating and applicable tolerance as per ISS .	% impedance
(a) For 250 kVA (Tolerance ± 10%)	4.75%
11. Permissible temperature rise over ambient.	
i. of top oil measured by thermometer.	40 deg. C.
ii. of winding measured by resistance	50 deg. C
12. Tap changing gear	
i. Type	Off Load
ii. Provided on	HV winding
iii. Tap range	-5% to + 10%

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iv. Tap steps	2.5%
13. Insulation Levels for windings	33 kV
a) 1.2/50 micro second wave shape impulse withstand (kVp)	170
b) Power frequency withstand voltage (kV rms)	70
c) Maximum continuous operating system voltage (kV rms)	36
14. Bushings	
(i) Voltage rating (amps)	36
(ii) Current rating (amps)	As per required
(iii) Insulation Level	
(a) Lightening impulse withstand (kVp)	170
(b) One minute power frequency withstand voltage (kV rms)	70

5. TECHNICAL SPECIFICATION OF 245KV &145 KV SF6 CIRCUIT BREAKERS

Standard	Title
IEC 62271-100 and IS-13118	Specification for alternating current circuit Breakers.
IEC – 376	Specification for acceptance of new supply of SF6.
IEC – 137	Bushing for A.C. Voltage.
IEC – 71	Electrical Clearances.
IEC – 694	Common clause for high voltage switch gear and control gear standard.
IS – 2147	Degree of Protection Provided for enclosures for low voltage switch gear and control gear.
IS – 2516	Specification for circuit Breaker

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IS – 5578 & 11353	Making and arrangement for switch gear bus bar, Main Connections and auxiliary wiring.
IS – 2629	Recommended Practice for hot dip galvanizing of iron and steel.
IS – 2099	High voltage Porcelain bushings.
IS – 4379	Identification of the contents of Industrial Gas Cylinders.
IS – 7285	Seamless high carbon steel cylinders for permanent and high pressure liquefiable gas.

Principal Parameters

FOR 245 kV SF6 Circuit Breakers	
Rated nominal system voltage	220KV
Rated voltage	245KV
Rating of C.B.	MVA
Rated frequency	50 Hz
System neutral earthing	Effectively earthed
Type of C.B.	SF 6
No. of poles	3 – (pole operated)
Installation	Outdoor
Rated normal current	3150 Amp.
Rated short circuit breaking	RMS value of A.C. component current of the rated short circuit breaking current 40 kA for 3 Sec.
	D.C. component as per IEC-62210
Rated duration of short circuit	3 Sec.
Transient frequency voltage	The rated transient recovery voltage of the breaker shall be used on 4 parameter method as defined in IEC 62210

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FOR 245 kV SF6 Circuit Breakers	
Terminal faults	1st pole of clear factor 1.3 value of 4 parameter as per IEC62210
Short line fault	As per IEC
Rated short circuit making capacity (peak)	100 kA
Operation duly cycle	0-t-co-t1 -co
	t = 0.3 Sec.
	t1 = 3 min.
Total breaking time	3 cycles
1.2/50 microsecond lightning impulse withstand voltage to earth	1050 KV (min.)
One minute power frequency dry withstand voltage to earth	460 KV (RMS)
Temperature rise	Final Steady State Temperature rise of current carrying part shall not exceed the limits specified in IEC 62210 with a site reference ambient temperature of 500C
Operating mechanism	Spring/Electro pneumatic.
Type of tripping	Trip free
Number of auxiliary contacts	12 Nos NO. and 12 Nos NC
No. of trip coils	2 Nos.
No. of closing coils	1 No.
Breaking line charging current	125 Amps. at 245KV
Interrupting capacity in KA for kilometric faults	40 KA (RMS)
Arcing time (at 100% interruption capacity)	25 milliseconds.

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FOR 245 kV SF6 Circuit Breakers	
Minimum dead time	300 milliseconds.
No. of break per phase	One
Tripping and closing control circuit voltage	110 V.DC
First pole to clear factor	1.3
FOR 145 kV SF6 Circuit Breakers	
Rated nominal system voltage	132KV
Rated voltage	145KV
Rating of C.B.	7900 MVA
Rated frequency	50 Hz
System neutral earthing	Effectively earthed
Type of C.B.	SF 6
No. of poles	3 – (gang operated)
Installation	Outdoor
Rated normal current	1250 Amp.
Rated short circuit breaking	RMS value of A.C. component current of the rated short circuit breaking current 31.5KV for 3 Sec.
	D.C.component as per IEC-62271 – 100
Rated duration of short circuit	3 Sec.
Transient frequency voltage	The rated transient recovery voltage of the breaker shall be used on 4 parameters method as defined in IEC 62271-100
Terminal faults	1st pole of clear factor 1.5 value of 4 parameter as per IEC62210
Short line fault	As per IEC

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FOR 245 kV SF6 Circuit Breakers	
Rated short circuit making capacity (peak)	80 KA
Operation duly cycle	0-t-co-t1 -co
	t = 0.3 Sec.
	t1 = 3 min.
Total breaking time	3 cycles
1.2/50 microsecond lightning impulse withstand voltage to earth	650 KV (min.)
One minute power frequency dry withstand voltage to earth	275 KV (RMS)
Temperature rise	Final Steady State Temperature rise of current carrying part shall not exceed the limits specified in IEC 62271-100 with a site reference ambient temperature of 500C
Operating mechanism	Mechanical spring/Electro pneumatic.
Type of tripping	Trip free
Number of auxiliary contacts	12 Nos NO. and 12 Nos NC
No. of trip coils	2 Nos.
No. of closing coils	1 No.
Breaking line charging current	50 Amps. at 145KV
Interrupting capacity in KA for kilometric faults	31.5 KA (RMS)
Arcing time (at 100% interruption capacity)	25 milliseconds.
Minimum dead time	300 milliseconds.
No. of break per phase	One
Tripping and closing control circuit	110 V.DC

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FOR 245 kV SF6 Circuit Breakers	
voltage	
AUTOMATIC RAPID RECLOSING	
The operating duty of the circuit breaker shall be "O-Dead Time-CO-Re-closing Time-CO" in accordance with latest edition of IEC-62271-100. The values of dead time and reclaiming time shall be 0.3 second and 3 min. respectively.	

6. **TECHNICAL SPECIFICATIONS OF 36 KV VACUUM CIRCUIT BREAKERS**

STANDARD

The 36KV Vacuum circuit breaker shall comply with the requirements of latest issue of **IEC-62210** except where specified otherwise in this specification. Equipment having better quality than the standards mentioned may also be considered provided documentary evidences are furnished.

	PRINCIPLE PARAMETERS	
	The 36KV Vacuum circuit breaker shall be suitable for outdoor operation in solidly grounded system under climatic conditions specified and should have the following ratings:-	
i)	Nominal system voltage	33 KV
ii)	Highest system voltage	36 KV
iii)	Rates voltage	36 KV
iv)	Interrupting capacity	1000 KVA
v)	Rated normal current	1250 A
vi)	Rated frequency	50 c/s
vii)	Rated basic insulation level	170 KV
viii)	Rated short circuit current	25 KA

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ix)	Rated short circuit making current	35 KA
x)	Rated operating sequence	0-0. 3 Sec.-Co-3 min-Co
xi) xii) xiii)	Total break time for any current up to the rated breaking current	5-6 c/s
xiv)	Control circuit voltage	110 VDC

GENERAL

The Vacuum circuit breakers shall provide for rapid and smooth interruption of current under all conditions, completely suppressing all undesirable phenomenons, even under the most severe conditions or while interrupting small currents, loading or logging reactive currents. The rate of rise of restriking voltage across the circuit breaker, switching on inductive or capacitive load, should not exceed 2,5 times the normal phase to neutral voltage. The total break time for the circuit breaker throughout the range of their operating duly shall be stated in the Bid and guaranteed particulars of the breaker.

7. **TECHNICAL SPECIFICATION OF 245 KV/145KV/36KV CURRENT TRANSFORMERS**

1.0	STANDARDS :		
1.1	Except as modified in this specification, the Current Transformers and accessories shall be in accordance with the latest editions of the following standards :-		
1.	IEC Publication 185		Current Transformers
2.	Draft Supplement to IEC publication 185 (1966)		CTs for protection system for which transient performance is significant.
3.	IS:2705 (Part-I to IV) 1991 & IEC 60444-1		Specification for CTs.
4.	IS : 2099		High voltage porcelain bushing.

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5.	IS : 3347		Dimension for porcelain T/F
6.	IEC : 60-1973		High voltage test techniques.
7.	IS : 335		Insulating oil for T/F and switchgear.
8.	IS : 3202		Code of practice : climate proofing of electrical equipment.
9.	IEC-270-1968		Partial discharge measure-ment.
10.	IEC-44(4)-1980		Instrument transformers measurement of partial discharge.

TYPE & RATING :

The CTs should be of the outdoor type, single phase, 50 c/s, oil immersed, self cooled, hermetically sealed, suitable for operation in humid atmosphere in the tropical sun with climatic conditions as indicated in Clause 4.0 of General Technical Requirements. The CTs should also be suitable for use in area subject to heavy lightning storms.

The CTs shall comply with requirements indicted below :-

S. No.	Particulars	245 KV CTs	145 KV CTs	36 KV CTs
1.	Nominal system voltage	220 KV (r.m.s.)	132 KV (r.m.s.)	33 KV(r.m.s.)
2.	Highest system voltage	245 KV (r.m.s.)	145 KV (r.m.s.)	36 KV(r.m.s.)
3.	Frequency	50 Hz	50 Hz	50 Hz
4.	Earthing of system	Effective	Effective	Effective
5.	Insulation level (BIL)	1050 KV (peak)	650 KV (peak)	170 KV (peak)
6.	Transformation	1000/800/500/	800- 500/1A	400-200/1A (For

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S. No.	Particulars	245 KV CTs	145 KV CTs	36 KV CTs
	ratio	300/1A	(For160MVA T/F) 400-200-100/1A (For 40 MVA T/F) 800-400-200/1A (For Feeders)	Feeders) Two cores. 800-400/1A(For T/F) Three cores.
7.	No. of cores	Five	Three	Two /Three
8.	Short time current rating (Corresponding to 6500 MVA-fault level)	40 KA for 3 sec.	31.5 KA for 3 sec.	25 KA for 3 sec.
9.	Creepage distance of bushing.	6125 mm (min.)	3625 mm (min.)	900 mm (min)
10.	Ratio selection	Primary reconnection & Secondary tapings.	Primary reconnection & secondary tapings	Primary reconnection & secondary tapings.
11.	Continuous primary current	120% of rated primary current.	125% of rated Primary current.	120% of rated primary current.
12.	Short time primary current.	Twice rated current.	Twice the rated current.	Twice the rated current.
13.	Continuous secondary current rating.	120%	2 Amps.	2 Amps. (min.)

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S. No.	Particulars	245 KV CTs	145 KV CTs	36 KV CTs
14.	Rated withstand dynamic current (2.5) times of short time current rating.	100 KA (peak)	78.5 KA (peak)	62.5 KA (Peak)
15.	One minute power frequency withstand voltage (KV)	460 KV	275 KV	70 KV

245 KV C.T. REQUIREMENT

Core No.	Application	Current Ratio (A/A)	Output Burden (VA)	Accuracy Class	Values at Maximum Tap		
					Min. Knee point Voltage (Volts)	Max. Exciting current (mA)	Max. CT Secondary winding Resistance (Ohms)
1	2	3	4	5	6	7	8
I	Transformer Diff. I/ Distance Protection Main-I	1000-800-500-300/1	-	PS	1100	80	5 Ω
II	Transformer Diff.II /Distance protection Main-II	- do -	-	PS	1100	80	5 Ω
III	Metering*	- do -	30 VA	0.2	-	-	-
IV	Bus Bar Diff. Main	- do -	-	PS	1100	80	5 Ω
V	Bus Bar Diff.	- do -	-	PS	1100	80	5 Ω

**** Instrument Security Factor for Metering Core should not exceed 5.***

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145 KV C.Ts REQUIREMENTS

TYPE- A (For 132 kV Feeders)

Core No.	Application	Current Ratio (A/A)	Output Burden (VA)	Accuracy Class as per IEC-185	Minimum Knee point Voltage (Volts)	Max.Exciting current at half knee point voltage (mA)	Maximum CT secondary winding Resistance at 75 deg C (Ohms)
	Distance Protection	800/1	-	PS	1100	20 at VK/2	5 Ω
		400 /1	-	PS	1100	20 at VK/2	5 Ω
		200/1	-	PS	550	40 at VK/2	2.5Ω
	Over Current & E/F Protection	800/1	-	PS	1100	20 at VK/2	5 Ω
		400 /1	-	PS	1100	20 at VK/2	5 Ω
		200/1	-	PS	550	40 at VK/2	2.5Ω
	Metering*	800/1	20	0.2	-	-	-
		400/1	20	0.2	-	-	-
		200/ 1	20	0.2	-	-	-

* Instrument Security Factor for Metering Core should not exceed 5.

TYPE- B (For 132 kV side of 160 MVA 220/132 kV Transformers)

1	2	3	4	5	6	7	8
I	Differential Protection	800-500/1	-	PS	1100	20 at VK	5 Ω
II	Over Current & E/F	800-500/1	-	PS	1100	20 at VK	5 Ω
III	Metering*	800-500/1	20 VA	0.2	-	-	-

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TYPE- C (For 132 kV side of 40 MVA 132/33kV kV Transformers)

	2	3		5	6	7	8
I	Differential Protection	400/1	-	PS	1100	20 at VK/2	5 Ω
		200 /1	-	PS	550	40 at VK/2	2.5 Ω
		100/1	-	PS	550	40 at VK/2	2.5Ω
II	Over Current & E/F Protn.	400/1	-	PS	1100	20 VK/2	5 Ω
		200 /1	-	PS	550	40 VK/2	2.5 Ω
		100/1	-	PS	550	40 VK/2	2.5 Ω
III	Metering*	400/1	20	0.2	-	-	-
		200/1	20	0.2	-	-	-
		100/ 1	20	0.2	-	-	-

** Instrument Security Factor for Metering Core should not exceed 5.*

36 KV C.T. REQUIREMENTS

TYPE- A (For 40 MVA Transformers)

1	2	3	4	5	6	7	8
I	Metering*	800/1	10	0.2	-	-	-
		400/1	10	0.2	-	-	-
II	Protection	800/1	-	PS	400	30	4 Ω
		400 /1	-	PS	400	30	4 Ω
III	Protection	800/1	-	PS	400	30	4 Ω
		400 /1	-	PS	400	30	4 Ω

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TYPE- B (For 33 kV Feeders)

1	2	3	4	5	6	7	8
I	Metering*	400/1	10	0.2	-	-	-
		200/1	10	0.2	-	-	-
II	Protection	400/1	20	5P10	-	-	-
		200 /1	20	5P10	-	-	-

* *Instrument Security Factor for Metering Core should not exceed 5.*

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8. TECHNICAL SPECIFICATION OF 245 KV CAPACITOR VOLTAGE TRANSFORMERS

STANDARDS:

Unless otherwise specified elsewhere in this specification, the rating as well as performance and testing of the 245 KV Capacitor Voltage Transformers along with associated accessories shall conform but not limited to the latest issues/amendments of standards available at the time of placement of order of all the relevant standards as listed hereunder.

Sl. No.	Standard No.	Title
1.	IS: 3156 (part IV)	Capacitor Voltage Transformers
2.	IS: 2099	High voltage porcelain Bushings
3.	IS: 2071	Method of High voltage testing
4.	IS: 335	Insulating oil for transformers and switching
5.	IS: 2165	Insulation Co-ordination for equipment of 100 kV and above.
6.	IEC-186	Voltage Transformers:Chapter-III Capacitor Voltage Transformers: Chapter-IV
7.	IEC-186A	First supplement to IEC Publication:186
8.	IEC-270	Partial Discharge Measurement.
9.	IEC-171	Insulation co-ordination
10.	IEC-358	Coupling capacitor divider.
11.	IEC-60	High Voltage Testing Techniques.
12.	IS: 9348	Coupling capacitors and capacitor dividers.

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PRINCIPAL TECHNICAL PARAMETERS

8.1 The Voltage Transformers shall conform to the following specific parameters:

S. No	Parameters	Specification
1	2	3
1.	Type of installation	Single Phase, Oil filled hermetically sealed and outdoor types
2.	Type of mounting	Pedestal type
3.	Suitable for system frequency	50 Hz ± 5%
4.	Highest system Voltage	245 Kv
	Transformation ratio on all windings	$\frac{220,000}{\sqrt{3}} / \frac{110}{\sqrt{3}}$
6.	Method of earthing	Effectively earthed
7.	1.2/50 micro second lightning impulse withstand voltage kV (peak)	1050
8.	1 minute dry power frequency withstand voltage kV (rms)	460
9.	Min. Creepage Distance mm.	6125
10.	Radio interference Voltage at 266 kV	Not exceeding 500 micro volts

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