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PETITIONER
POWERGRID Aligarh Sikar Transmission Ltd.

BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION

6th, 7th & 8th FLOORS, TOWER B, WORLD TRADE CENTRE,

NAUROJI NAGAR, NEW DELHI- 110 029

PETITION NO OF 2025

IN THE MATTER OF:

Petition under Sections 63 and 79 of the Electricity Act, 2003 read with Articles 11 and 12 of the Transmission Service Agreement dated 02.11.2020 (TSA) seeking condonation of time over run & consequent extension of Scheduled COD and relief for cost overrun & consequential increase in annual non-escalable transmission charges on account of Force Majeure events and Change in Law events pertaining to POWERGRID Aligarh Sikar Transmission System Limited (PASTL).

AND

IN THE MATTER OF:

POWERGRID Aligarh Sikar Transmission Ltd. (PASTL) - Petitioner

Versus

SBE Renewable Seventeen Private Limited and Ors. - Respondents

MEMO OF PARTIES

AND

IN THE MATTER OF:

**POWERGRID Aligarh Sikar Transmission
Limited (PASTL)**

(earlier known as Sikar - II Aligarh
Transmission Limited)

B-9, Qutab Institutional Area,
Katwaria Sarai, New Delhi - 110016

Address for correspondence:

C/o ED (TBCB),
Power Grid Corporation of India Limited,
Saudamini, Plot no.2, Sector -29
Gurgaon 122001

...Petitioner

Versus

1. SBE Renewable Seventeen Private Limited

1st Floor, Worldmark-2, Aerocity,
New Delhi -110037

...Respondent No. 1**2. Renew Surya Aayan Private Limited**

138, Ansal Chambers-II, Bhikaji Cama
Place, New Delhi -110066

...Respondent No. 2**3. Renew Surya Vihaan Private Limited**

138, Ansal Chambers-II, Bhikaji Cama
Place, New Delhi -110066

...Respondent No. 3**4. Eden Renewable Passy Private Limited**

Unit No. 236 B &C, 1st Floor, DLF South
Court, Saket-110017, New Delhi

Respondent No. 4**5. PFC Consulting Limited**

9th Floor, A Wing, Statesman House,
Cannaught Place, New Delhi - 110001

...Respondent No. 5**6. Central Transmission Utility**

Floor No. 5, Tower 1, Plot No. 16,
IRCON International Tower,
Institutional Area, Sector 32, Gurugram,
Haryana - 122001 Through its
Chairman & Managing Director

...Respondent No. 6

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DATE:**PETITIONER****PLACE:****POWERGRID Aligarh Sikar Transmission Ltd.**

BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION

6th, 7th & 8th FLOORS, TOWER B, WORLD TRADE CENTRE,

NAUROJI NAGAR, NEW DELHI- 110 029

PETITION NO OF 2025

IN THE MATTER OF:

Petition under Sections 63 and 79 of the Electricity Act, 2003 read with Articles 11 and 12 of the Transmission Service Agreement dated 02.11.2020 (TSA) seeking condonation of time over run & consequent extension of Scheduled COD and relief for cost overrun & consequential increase in annual non-escalable transmission charges on account of Force Majeure events and Change in Law events pertaining to POWERGRID Aligarh Sikar Transmission System Limited (PASTL).

AND

IN THE MATTER OF:

POWERGRID Aligarh Sikar Transmission Limited (PASTL)

(earlier known as Sikar - II Aligarh Transmission Limited)

B-9, Qutab Institutional Area,
Katwaria Sarai, New Delhi - 110016

Address for correspondence:

C/o ED (TBCB),
Power Grid Corporation of India Limited,
Saudamini, Plot no.2, Sector -29
Gurgaon 122001

...Petitioner

Versus

1. SBE Renewable Seventeen Private Limited

1st Floor, Worldmark-2, Aerocity,
New Delhi -110037

...Respondent No. 1

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2. Renew Surya Aayan Private Limited

138, Ansal Chambers-II, Bhikaji Cama
Place, New Delhi -110066

...Respondent No. 2

3. Renew Surya Vihaan Private Limited

138, Ansal Chambers-II, Bhikaji Cama
Place, New Delhi -110066

...Respondent No. 3

4. Eden Renewable Passy Private Limited

Unit No. 236 B &C, 1st Floor, DLF South
Court, Saket-110017, New Delhi

Respondent No. 4

5. PFC Consulting Limited

9th Floor, A Wing, Statesman House,
Cannaught Place, New Delhi - 110001

...Respondent No. 5

6. Central Transmission Utility

Floor No. 5, Tower 1, Plot No. 16,
IRCON International Tower,
Institutional Area, Sector 32, Gurugram,
Haryana - 122001 Through its
Chairman & Managing Director

...Respondent No. 6

PETITION UNDER SECTIONS 63 AND 79 OF THE ELECTRICITY ACT, 2003 READ WITH ARTICLES 11 AND 12 OF THE TRANSMISSION SERVICE AGREEMENT DATED 02.11.2020 SEEKING CONDONATION OF TIME OVER RUN & CONSEQUENT EXTENSION OF SCHEDULED COD AND RELIEF FOR COST OVERRUN & CONSEQUENTIAL INCREASE IN ANNUAL NON-ESCALABLE TRANSMISSION CHARGES ON ACCOUNT OF FORCE MAJEURE EVENTS AND CHANGE IN LAW EVENTS PERTAINING TO POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED (PASTL).

MOST RESTFULLY SHOWETH:

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A. EXECUTIVE SUMMARY OF THE PETITION

i. BRIEF BACKGROUND OF THE PETITIONER

1. The Petitioner, POWERGRID Aligarh Sikar Transmission Limited (PASTL) is a Company incorporated under the provisions of the Companies Act, 2013 and has its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016. The Petitioner is a wholly owned subsidiary of Power Grid Corporation of India Limited ('**POWERGRID**').
2. The Petitioner earlier known as Sikar-II Aligarh Transmission Limited was incorporated on 17.05.2020 as the Special Purpose Vehicle ('**SPV**') by M/s PFC Consulting Limited ('**PFCCL**') for the purpose of the developing and implementing the transmission project, namely, "*Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase II (Part D)*" ("**Transmission Project**") under Tariff Based Competitive Bidding route on Build, Own, Operate and Maintain (BOOM) basis.

A copy of Certificate of Incorporation of Sikar-II Aligarh Transmission Limited is attached hereto and marked as **Annexure '1'**.

ii. BRIEF BACKGROUND OF THE RESPONDENT(S)

3. The Petitioner - PASTL has arrayed the Long-Term Transmission Customers ('**LTTCS**') of the Transmission Project with whom the PASTL has entered into the Transmission Service Agreement dated 02.11.2020 as Respondents 1 to 4. Further, PASTL has also arrayed Central Transmission Utility of India Limited ('**CTUIL**') and PFC Consulting Limited who was the Bid Process Coordinator ('**BPC**') for the purpose of undertaking the Tariff Based

Competitive Bidding Process for the instant Transmission Project as Respondents.

iii. **BRIEF BACKGROUND OF THE MATTER**

4. PASTL has implemented the Inter-State Transmission System, "*Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase II (Part D)*" ("**Transmission Project**") under Tariff Based Competitive Bidding route on Build, Own, Operate and Maintain (BOOM) basis. During the implementation of the project, PASTL encountered certain Forest Majeure and Change in Law events which led to delay in completion of the project by **673 days** and cost overrun of Rs 151.07 Crore. This delay of 673 days was neither attributable to PASTL nor could it be anticipated at the time of the bidding of the Transmission Project. In the present Petition, PASTL is seeking condonation of delay of 673 days and approval of cost overrun of Rs 151.07 Crore and consequent relief on account of Change in law events/Force Majeure in terms of the Transmission Service Agreement dated 02.11.2020 entered into between the Transmission Project SPV and the LTTCs.

iv. **RELIEFS SOUGHT IN BRIEF**

5. PASTL is claiming the following relief -
 - i) Admit and entertain the present petition under Section 63 read with Section 79 of the Electricity Act, 2003 for claim of the Project being affected by Force Majeure events and Change in Law events and for providing relief under Article 11 and Article 12 respectively of Transmission Service Agreement dated 02.11.2020;

- ii) Hold that the PASTL is entitled for time extension of **673 days** on account of Force Majeure conditions and SCOD of the Project would be extended to **10.10.2024**;
- iii) Hold that PASTL shall be entitled to get the increase in cost of Project amounting to **Rs. 151.07 Crore** during execution and completion of the transmission Project.
- iv) Hold and declare that PASTL be entitled to receive the quoted tariff for 35 years commencing from the revised SCOD of 10.10.2024.
- v) Hold that PASTL shall be entitled to increase in adopted annual non-escalable charges by **8.68%** on account of increase in aforementioned cost of project due to Change in Law;
- vi) Hold that PASTL shall be entitled to carrying cost from COD till the date of order to be issued by this Hon'ble Commission;
- vii) Pass an Order restraining the Respondent LTTCs from taking any action coercive and/or preceptive action against PASTL, including but not limited to invocation of the bank guarantee, pending the hearing of the present petition;
- viii) Direct the Respondents to return the Contract Performance Guarantees;
- ix) Allow recovery of filing fees and legal expenses in regard to the present Petition.

B. DETAILED PETITION

i. JURISDICTION OF THE COMMISSION

PASTL declares that the subject matter of the petition is within the jurisdiction of the Commission under Sections 63 and 79 of the Electricity Act, 2003 read

with Article 11 (Force Majeure) and Article 12 (Change in Law) of Transmission Service Agreement dated 02.11.2020.

ii. DETAILS OF THE DOCUMENTS BASED ON WHICH PETITION IS MADE

Transmission Service Agreement dated 02.11.2020 entered into between PASTL and the LTTCs.

iii. LIMITATION

The present Petition has been filed before the Hon'ble Commission within the prescribed period of limitation.

iv. FACTS OF THE CASE

6. The Transmission Project "*Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase II (Part D)*" was the subject matter of the selection of the developer on a tariff based competitive bidding process under section 63 of the Electricity Act, 2003 ('**the Act**'). M/s PFC Consulting Limited ('**PFCCL**') was appointed as the Bid Process Coordinator ('**BPC**') by the Ministry of Power ('**MoP**'), Government of India, vide Gazette Notification dated 27.01.2020. PFCCL incorporated Sikar-II Aligarh Transmission Limited (the Petitioner) on 17.5.2020 under the Companies Act, 2013 as a wholly owned subsidiary with the objective to establish the Project and to act as the Transmission Service Provider after being acquired by the successful bidder. The notice for RfP for the subject Transmission Project was published by BPC for bid submission on 06.03.2020. The last day of submission of the bid was specified as 08.05.2020 which later extended to **28.12.2020**.

7. The BPC as part of the bidding process furnished Bidding Documents, inter-alia, included a pre-signed Transmission Service Agreement dated

02.11.2020 ("TSA") initially entered into between the Transmission Project SPV and three (3) Long-Term Transmission Customer (**"LTTCs"**) of the Transmission Project. PFCCL vide email dated 26.05.2021 informed that a new LTTC, namely, Eden Renewable Passy Private Limited shall be a LTTC in place of Madhya Pradesh as per the Minutes of meeting dated 05.04.2021 held by the Committee formed to examine the matter of signing the TSA. A Supplementary Agreement dated 07.06.2021 was executed between Transmission Project SPV and Eden Renewable Passy Private Limited. The identified LTTCs of the Project as specified in the TSA are:

S. No.	Name of LTTCs
1.	SBE Renewables Seventeen Private Limited
2.	Renew Surya Aayan Private Limited
3.	Renew Surya Vihaan Private Limited
4.	Eden Renewable Passy Private Limited

A copy of the TSA dated 02.11.2020 entered into between Transmission Project SPV and LTTCs along with Supplementary Agreement dated 07.06.2021 was executed between the PASTL and Eden Renewable Passy Private Limited is attached hereto and marked as **Annexure '2'**.

8. The bids were invited based on the terms and conditions contained in the Bidding Documents which included the said TSA and other documents. Based on the competitive bidding carried out by PFCCL in accordance with the Guidelines issued by MoP, Government of India under Section 63 of the Act, the Letter of Intent (**"LoI"**) was issued on **16.02.2021** by BPC to POWERGRID. Though LoI was issued on 16.02.2021, BPC, vide its letter 08.06.2021 in terms of Clause 2.15.2 of RfP extended the date upto

18.06.2021 for completion of all activities by the successful bidder in accordance with Clause 2.15.2 and 2.15.4 of RfP.

A copy of the letter dated 08.06.2021 issued by the BPC i.e., PFCCCL is attached hereto and marked as **Annexure '3'**.

9. Subsequently, POWERGRID furnished the Contract Performance Guarantee in favour of LTTCs and acquired 100% shareholding of the Sikar-II Aligarh Transmission Limited on **08.06.2021** after execution of the Share Purchase Agreement of the Transmission Project SPV on the same day. After the acquisition, the name of the Transmission Project SPV changed from Sikar-II Aligarh Transmission Limited to POWERGRID Aligarh Sikar Transmission Limited ("**PASTL**"). Thus, the effective date became **08.06.2021**.

A copy of the Certificate of Incorporation pursuant to change of name from Sikar-II Aligarh Transmission Limited to POWERGRID Aligarh Sikar Transmission Limited is attached hereto and marked as **Annexure '4'**.

10. Thereafter, on 17 June 2021, PASTL filed a Petition bearing No. 139/TL/2021 for the grant of transmission license under Section 14 of the Act and a Petition bearing No. 140/AT/2021 seeking adoption of Transmission Charges under Section 63 of the Act before this Hon'ble Commission.
11. Similar petitions bearing no 136/TL/2021, 141/AT/2021, 137/TL/2021, and 138/AT/2021 were filed by POWERGRID Bhadla Transmission Limited and POWERGRID Sikar Transmission Limited. These companies were implementing the interconnecting transmission projects under TBCB route in the same region.
12. During the proceedings of the above-mentioned Petitions, on 06.08.2021, this Hon'ble Commission posed a specific query as to whether the

Transmission Project or the up- stream/ down-stream systems to the Projects fall within the priority and potential habitats of Great Indian Bustard ('GIB') and consequently, whether the Transmission Projects are subject to the Order of the Hon'ble Supreme Court dated 19.04.2021 in IA No. 85618/2020 in WP (Civil) No. 838 of 2019 [**"SC GIB Order"**]

A copy of Record of Proceedings dated 06.08.2021 is attached hereto and marked as **Annexure '5'**.

- 13.** In compliance to the above Order dated 06.08.2021, PASTL filed an affidavit dated 13.08.2021, submitting the following before this Hon'ble Commission:

1. Bids for the Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase-II Part-D, on build, own, operate and maintain basis (hereinafter referred to as "the Project") consisting of the following elements were invited by PFC Consulting Limited who is the Bid Process Coordinator:

....

2. That from above it may be seen that the transmission project comprises establishment of a new 765kV D/C transmission line from Sikar II substation to substation at Aligarh alongwith associated substation extension works. Sikar II is a new Substation that is not in the scope of the Petitioner and Aligarh is an existing substation owned by Power Grid Corporation of India Limited. The location of Aligarh substation and probable location of Sikar II new substation has been provided by the BPC as part of the Survey report.

*3. That none of the above Project elements fall within the priority and potential habitats of Great India Bustard ('GIB') and as such are not subject to measures in terms of order of Hon'ble Supreme Court dated 19.4.2021 in IA No.85618/2020 in WP (Civil) No. 838 of 2019. A copy of the judgement is enclosed and marked as **Annexure-1 page ... to page...**)*

4. Given that the completion period for the project is 18 months all actions are being taken up for timely completion and presently, awards for all the packages for construction of the project have been placed and work is under progress.

5. As regards the Upstream and Downstream elements of the Project the same is not defined in the Transmission Service Agreement and is not in the scope of Petitioner.

6. The statements made herein are based on applicant company official record maintained in the ordinary course of business and I believe them to be true. The documents attached with this affidavit are legible copies."

A copy of the Affidavit dated 13.08.2021 filed by the PASTL in compliance of the Order dated 06.08.2021 before this Hon'ble Commission in Petition No. 139/TL/2021 & 140/AT/2021 is attached hereto and marked as **Annexure '6'**.

- 14.** Subsequently, on 26.08.2021, this Hon'ble Commission passed a common Order in Petition 136/TL/2021, 141/AT/2021, 137/TL/2021, 138/AT/2021, 139/TL/2021 and 140/AT/2021, wherein this Hon'ble Commission disposed of the above Petitions and directed PASTL to approach this Hon'ble Commission when the direction given in the Order dated 19.04.2021 passed by the Hon'ble Supreme Court have been complied with. This Hon'ble Commission vide its Order dated 26.08.2021, inter-alia, held as under:

"17. As the various elements of the Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited as well as up-stream and down-stream systems to these Projects and up-stream systems to the Project of Sikar-II Aligarh Transmission Limited fall within the potential habitat of GIB, we recognise that uncertainties have cropped up regarding implementation of these Projects in terms of the order of the Hon'ble Supreme Court dated 19.4.2021 providing for appropriate steps for laying of transmission network/lines in the priority and potential habitats of GIB.

.....

19. Indisputably, the Hon'ble Supreme Court in the aforesaid order has recognized that the laying of underground power line more particularly of high voltage would require technical evaluation on case-to-case basis and an omnibus conclusion cannot be reached laying down a uniform method in this regard. However, the Hon'ble Supreme Court, after noting that laying of high voltage underground power line would require expertise to assess the feasibility, has constituted a Committee comprising of members from

MNRE, WII and Corbett Foundation for the specific purpose of assessing the feasibility. Since there are issues relating to feasibility, the matter is required to be referred to the Committee with all relevant material and particulars. Accordingly, the Committee shall assess the matter and arrive at a conclusion as to whether the underground power line is feasible or not.

20. the Petitioners during the hearing stated that they have not yet approached the Committee constituted by the Hon'ble Supreme Court for assessment of feasibility of the Projects falling within the potential habitat area of GIB since the matter was under consideration of the study team constituted by the Ministry of Power. We observe that the study team constituted by the Ministry of Power, has recommended to file IA before the Hon'ble Supreme Court, inter alia, requesting to allow installation of renewable energy projects and laying of future transmission lines in potential habitat of GIB with installation of bird diverters. However, as submitted by the CTU during the hearing on 18.8.2021, the IA to the above effect is yet to be filed before the Hon'ble Supreme Court. Hence, we are clearly of the view that even if the Commission decides to grant transmission licences to the Petitioners, the implementation of the Projects would still remain surrounded in uncertainty till the time the directions of the Hon'ble Supreme Court are complied with.

.....

23. In light of the above discussion, we are of the considered view that it would not be appropriate for the Commission to allow the present Petitions for grant of transmission licences and adoption of transmission tariff in respect of the Projects ignoring the order of the Hon'ble Supreme Court dated 19.4.2021 providing for appropriate steps for laying of transmission network/lines in the priority and potential habitats of GIB and when the Petitioners are yet to take required actions in terms of the said order of Hon'ble Supreme Court.

24. At the same time, no purpose will be served to keep these Petitions pending till compliance of the order of the Hon'ble Supreme Court. Accordingly, the Petitions are disposed of with liberty to the Petitioners to approach the Commission with fresh Petitions on the subject matters when the Petitioners have complied with the directions of the Hon'ble Supreme Court dated 19.4.2021, which would provide sufficient clarity regarding implementation of the Project. The filing fees deposited by the Petitioners in respect of these Petitions shall be adjusted against the Petitions to be filed by the Petitioners in future in terms of the liberty granted as above."

A copy of the Order dated 26.08.2021 passed in Petition No. 139/TL/2021 and Petition No. 140/AT/2021 is attached hereto and marked as **Annexure '7'**.

15. Although, the Transmission project implemented by the PASTL was not in the GIB area but this Hon'ble Commission vide abovementioned order dated 26.08.2021 disposed the Petition for grant of transmission license and adoption of transmissions charges citing that same shall be granted only after the clarity regarding upstream transmission projects (POWERGRID Sikar Transmission Limited). The Committee nominated by the Hon'ble Supreme Court vide its letter dated 13.01.2022 had allowed the upstream project developer for laying of overhead lines from Bhadla-II PS-Sikar-II 765 kV D/c subject to condition of installing bird diverters POWERGRID Sikar Transmission Limited).
16. Immediately after the clearances granted by committee to POWERGRID Sikar Transmission Limited, in compliance of and in terms of the liberty granted vide Order dated 26.08.2021, PASTL filed Petition No. 51/AT/2022 seeking adoption of transmission charges and Petition No. 50/TL/2022, for the grant of a transmission license before this Hon'ble Commission. This Hon'ble Commission, vide its Order dated 06.05.2022, was pleased to adopt the transmission charges payable to PASTL and vide its Order dated 28.05.2022, was pleased to grant the transmission license to PASTL.

A copy of the Order dated 06.05.2022 passed in Petition No. 51/AT/2022 is attached hereto and marked as **Annexure '8'**.

A copy of the Order dated 28.05.2022 passed in Petition No. 50/TL/2022 is attached hereto and marked as **Annexure '9'**.

17. The transmission Project has since been completed and the details of the commercial operation dates are as follows:

Sr. No.	Name of the Transmission Element	SCOD	COD	Delay
1.	<i>Sikar-II - Aligarh 765 kV D/c line</i>	08.12.2022 considering 18 Months from Effective Date i.e., SPV acquisition date 08.06.2021	10.10.2024	673 days
2.	<i>2 no. of 765 kV line bays at Sikar-II for Sikar-II Aligarh (GIS) 765 kV D/c line</i> <i>765 kV line bays -2* (Sikar-II S/s)</i>			
3.	<i>1x330 MVAR switchable line reactor for each circuit at each end of Sikar-II Aligarh (GIS) 765 kV D/c line</i> <i>330 MVAR, 765 kV reactor- 4 (2 reactors each at Sikar-II and Aligarh)</i> <i>Switching equipment for 765 kV reactor - 4 (2 switching equipment each at Sikar-II and Aligarh)</i> <i>110 MVAR, 765 kV, 1 ph Reactor (spare unit) at Aligarh-1</i>			

"Note:

- i. **2 nos. of 765 kV GIS line bay modules (up to SF6 to air bushing outside GIS hall) are already available at Aligarh (GIS) sub-station. TSP shall utilize the same for termination of Sikar-II-Aligarh (GIS) 765 kV D/c line at Aligarh.*
 - ii. *Developer of Sikar-II S/s to provide space for 2 no. of 765 kV bays and space for 2 no. of switchable line reactors at Sikar-II sub-station.*
 - iii. *The spare unit of 765 kV, 1x110 MVAR reactor being provided at Sikar-II PS under 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II-Part C' shall be utilized as common spare for 6x110 MVAR Switchable Line Reactors to be provided at Sikar- II PS each under 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II-Part D' and 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II -Part E'.*
 - iv. *GA drawing indicating the available area at 765 kV Aligarh substation is attached. TSP shall assess the same suitably and may procure additional land, if required."*
- 18.** As provided in the above table, Scheduled Commercial Operational Date ("SCOD") was **08.12.2022** as specified in Schedule II & III of the TSA. In terms of Schedule III of the TSA, **Elements No. 1 to 3 were required to be commissioned simultaneously as their utilization is dependent on each other.**
- 19.** However, on account of various Force Majeure and Change in Law Events, there was a delay of **673** days in commissioning the Transmission Project and PASTL achieved the Commercial Operation Date ("**COD**") on **10.10.2024**. It is submitted that PASTL, in all earnest, made all efforts to complete the transmission elements expeditiously and as per the SCOD and the reasons for delay were beyond the control of the Petitioner.

A copy of the COD letter dated 19.11.2024 is attached hereto and marked as **Annexure '10'**.

The copies of energization certificates and trial run certificates as well as advance notice given to LTTC in respect of transmission elements are attached hereto and collectively marked as **Annexure '11' (Colly.)**.

20. The Force Majeure Events/Change in Law Events, within the provisions of Article 11 and Article 12 of the TSA, were beyond the control of PASTL and could not have been anticipated at the time of bidding. However, PASTL took all steps as per prudent utility practices in right earnest to mitigate and minimize the impact of the force majeure/change in law events and commissioned the Transmission Project only with a delay of 673 days. The force majeure/change in law events affected the elements of the PASTL Transmission Project has been detailed in the subsequent paras.

v. (I) FACTS IN ISSUES

Condonation of delay of 673 days and approval of cost overrun of Rs. 151.07 Crore including IDC and IEDC on account of Force Majeure and Change in Law under Article 11 and 12 of the TSA dated 02.11.2020.

(II) QUESTIONS OF LAW

- a. Whether PASTL is entitled to extensions of time of 673 days in commissioning of the Project on account of Force Majeure/ Change in Law events?
- b. Whether PASTL is entitled to cost overrun of Rs 151.07 Crs on account of Force Majeure and Change in Law events under Article 11 and 12 of the TSA dated 02.11.2020?
- c. Whether delay in grant of License amounts to Force Majeure/Change in Law event under Article 11 and 12 of the TSA dated 02.11.2020?

- d. Whether delay due to Forest Clearance in both Haryana and Rajasthan State amounts to Force Majeure/Change in Law event under Article 11 and 12 of the TSA dated 02.11.2020?
- e. Whether delay due to severe law and order obstructions amounts to Force Majeure/Change in Law event under Article 11 and 12 of the TSA dated 02.11.2020?
- f. Whether delay due to non-finalization of line route due to delay in allotment of Sikar-II Substation land amounts to Force Majeure/Change in Law event under Article 11 and 12 of the TSA dated 02.11.2020?
- g. Whether PASTL is entitled to extension of the terms of the Contract/TSA period?
- h. Whether PASTL is to be compensated for following Change in Law events?
 - i. increase in acquisition price
 - ii. Payment of Land Compensation in State of Haryana
 - iii. GIB claim for suspension of Period & Idling
 - iv. On account of non-finalisation of Sikar-II substation land
 - v. Increase in IDC/IEDC?
- i. Whether PASTL is to be allowed for carrying cost on incremental tariff from the date of COD till date of order issued by Hon'ble Commission?

vi. GROUNDS RAISED WITH LEGAL PROVISIONS

FORCE MAJEURE/ CHANGE IN LAW EVENTS

- 21.** That the following are the Force Majeure/Change in Law events that occurred during the implementation of the Transmission Project which led to delay in commissioning of the Transmission project:

Sl. No.	Force Majeure/Change in Law Event	From	To	Period of Delay with overlap	Period of Delay without overlap
1.	Delay in grant of License (GIB Issue) *	08-06-2021	28-05-2022	265	265
2.	Delay due to Forest clearance in Rajasthan State**	26-07-2021	30-08-2024	832	525
3.	Delay due to Forest clearance in Haryana State**	19-08-2021	13-07-2023	394	-
4.	Delay due to Severe law and order	28-05-2022	12-08-2023	442	-
5.	Delay in allotment of Sikar-II Substation land and therefore, non-finalization of Sikar-II gantry position and affection of Route survey of the line	28-05-2022	08-12-2023	560	-
	Total			2493	790

* Considering 90 days as reference time for grant of license

** Excluding 300 days as reference time for Forest clearance

22. As tabulated above, PASTL encountered consecutive Force Majeure/Change in Law events for 790 days (non-concurrent). However, PASTL took all steps as per prudent utility practices in right earnest to mitigate and minimize the impact of the force majeure/change in law events and commissioned the Transmission Project only with a delay of 673 days. Details regarding the Force Majeure/Change in Law events are provided in subsequent paragraphs.

A) DELAY IN GRANT OF LICENSE AND ADOPTION OF TRANSMISSION CHARGES ON ACCOUNT OF COMPLIANCE OF THE HON'BLE SUPREME COURT DIRECTIONS ISSUED VIDE ORDER DATED 19.04.2021 (GIB ORDER) (265 DAYS)

- 23.** It is submitted that the Transmission Project was delayed on account of the delay in grant of the transmission license. Immediately on acquisition of SPV on 08.06.2021, PASTL had filed Petition 136/TL/2021 for the grant of a transmission license and another Petition 141/AT/2021 seeking the adoption of Transmission Charges. Similar petitions bearing no 136/TL/2021, 141/AT/2021, 137/TL/2021, and 138/AT/2021 were filed by POWERGRID Bhadla Transmission Limited and POWERGRID Sikar Transmission Limited. These companies were implementing the interconnecting transmission projects under TBCB route.
- 24.** All the aforementioned petitions were jointly heard and adjudicated by this Hon'ble Commission. Hon'ble Commission issued a common order dated 26.08.2021 in Petition Nos. 136/TL/2021, 141/AT/2021, 137/TL/2021, 138/AT/2021, 139/TL/2021 and 140/AT/2021 whereby following was held by Hon'ble Commission:
- a. The Hon'ble Commission, taking into account the prevailing uncertainties surrounding the implementation of the upstream transmission systems—namely, POWERGRID Bhadla Transmission Limited and POWERGRID Sikar Transmission Limited—observed that the upstream transmission projects falls within the potential habitat of the Great Indian Bustard (GIB).
 - b. Consequently, the implementation of the projects was deemed contingent upon compliance with the directions issued by the Hon'ble Supreme Court vide order dated 19.04.2021 in IA No. 85618/2020 in

WP (Civil) No. 838 of 2019. Accordingly, Hon'ble Commission held that it would not be appropriate to allow the present Petitions for grant of transmission licenses and adoption of transmission tariff in respect of the Projects ignoring the order of the Hon'ble Supreme Court dated 19.4.2021 providing for appropriate steps for laying of transmission network/lines in the priority and potential habitats of GIB and when PASTL is yet to take required actions in terms of the said order of Hon'ble Supreme Court.

- c. Accordingly, the Petitions were disposed of with liberty to PASTL to approach the Hon'ble Commission with fresh Petitions on the subject matters when PASTL has complied with the directions of the Hon'ble Supreme Court dated 19.4.2021, which would provide sufficient clarity regarding implementation of the Project.

In view of the above, the Hon'ble Commission did not allow Petition Nos. 136/TL/2021 and 141/AT/2021 filed by Petitioner. The Hon'ble Commission, however, disposed of the said petitions with liberty granted to PASTL to approach afresh upon compliance with the directives of the Hon'ble Supreme Court.

- 25.** In view of the above, even though the transmission project implemented by PASTL did not fall within the GIB Area and as such not bound by the order dated 19.04.2021 passed by the Hon'ble Supreme Court, this Hon'ble Commission had not allowed the Petition for grant of license and adoption of tariff sighting clarity of the other transmission projects being implemented for evacuation of power from Bhadla-II-Sikar-II-Aligarh 765 kV Corridor consequent to the directions of the Hon'ble Supreme Court in the Order dated 19.04.2021.

- 26.** As the above process was causing significant delay, PASTL in the meanwhile, issued a Force Majeure and Change in Law Notices dated 30.08.2021 and 08.09.2021 to the LTTCs under Article 11 and 12 of TSA respectively seeking an extension of time as well as compensation on account of the Order dated 19.04.2021 passed by the Hon'ble Supreme Court.
- 27.** It is only after the approval of the Committee in regard to laying of overhead lines in the cases of POWERGRID Sikar Transmission Limited on 13.01.2022, PASTL could approach this Hon'ble Commission for grant of license and adoption of tariff.
- 28.** On 07.02.2022, PASTL filed fresh Petitions No. 51/AT/2022 for the adoption of transmission charges and Petition No. 50/TL/2022 for the grant of a transmission license respectively before this Hon'ble Commission. PASTL during the course of hearing in Petition No. 50/TL/2022 requested this Hon'ble Commission for allowing 15 month's time from grant of license to execute the Transmission Project.
- 29.** PASTL submits that the Order dated 26.08.2021 passed by this Hon'ble Commission (quoted above) qualifies as change in law as well as force majeure event in terms of the TSA dated 02.11.2020 for time and cost overrun. The above Order has resulted in introduction of a new law and/or requirement of obtaining a new consent, permit and license.
- 30.** This Hon'ble Commission in its Order dated 28.05.2022 in the Petition No. 50/TL/2022 granted transmission license to PASTL and specifically observed that, PASTL cannot be made to suffer on account of reasons which are beyond its control. This Hon'ble Commission also granted liberty to PASTL to approach this Hon'ble Commission after execution of the Transmission Project. The relevant extract of the Order dated 28.05.2022 reads as under:

*"10. During the course of hearing, learned senior counsel for the Petitioner requested for 15 months' time to execute the Project. As per the TSA, the Project is to be executed within 18 months from the effective date i.e. 4.6.2021. In the meantime, due to directions of the Hon'ble Supreme Court dated 19.4.2021 providing for appropriate steps for laying of transmission lines in the priority and potential habitats of GIB, the Project was put on hold. **Subsequent to compliance of direction of the Hon'ble Supreme Court, the Petitioner has approached the Commission for grant of transmission licence. Therefore, the Transmission Service Provider cannot be made to suffer on account of reasons which are beyond its control.** After execution of the project, the Petitioner may approach the Commission with a petition which will be dealt in line with the bidding guidelines and the TSA."*

(Emphasis Supplied)

31. It is respectfully submitted that this Hon'ble Commission vide its Order dated 28.05.2022 has already considered the delay in obtaining the Transmission License by recording that PASTL cannot be made to suffer on account of reasons beyond its control.
32. Vide Order dated 06.05.2022, this Hon'ble Commission in Petition No. 51/AT/2022 also adopted the transmission charges payable to the PASTL and granted liberty to claim the Change in Law relief at the appropriate point of time in accordance with the law.
33. Subsequently, on 31.05.2022, PASTL issued another Force Majeure Notice under Article 11.5 of the TSA duly informing the LTTCs that the delay in grant of license has been recognized as a Force Majeure event beyond PASTL's control by this Hon'ble Commission vide Order dated 28.05.2022.
34. In terms of the above, the works related to the Transmission Project could only commence w.e.f. 28.05.2022, after this Hon'ble Commission granted the transmission license to PASTL. Therefore, the delay from 08.06.2021 to 28.05.2022 (265 days after deducting 90 days required for grant of

transmission license) in obtaining the Transmission License and Adoption of Transmission Charges in terms of Article 3.1.3 of the TSA was entirely beyond the control of PASTL and occurred on account of Force Majeure and Change in Law reasons, namely, due to the time required to comply with Order dated 26.08.2021 passed by this Hon'ble Commission.

35. It is respectfully submitted that the delay of 265 days, i.e., 08.06.2021 to 28.05.2022 was on account of Force Majeure reasons and therefore, ought to be condoned. The above-mentioned event is a Force Majeure event affecting the construction of the Transmission Project and falls within the meaning of Article 11 of the TSA. In view of the above, it is humbly submitted that this Hon'ble Commission may be pleased to recognize the delay of 265 days as a Force Majeure event and condone the same.
36. The following documents in regard to the delay in grant of Transmission License and Adoption of Tariff are being attached herewith and marked as **Annexure '12' (Colly.):**
 - a) **Annexure '12A'** - Copy of Hon'ble Supreme Court Order dated 19.04.2021 in IA No. 85618/2020 in WP (Civil) No. 838 of 2019;
 - b) **Annexure '12B'** - Copy of the Order dated 26.08.2021 passed in Petition nos. 136/TL/2021, 141/AT/2021, 137/TL/2021, 138/AT/2021, 139/TL/2021 and 140/AT/2021 by this Hon'ble Commission;
 - c) **Annexure '12C'** - Copies of Force Majeure Notices dated 08.09.2021 issued by PASTL under Clause 11 and Clause 12 of TSA seeking Change in Law;

- d) **Annexure '12D'** - Copy of Force Majeure Notice dated 30.08.2021 issued by PASTL under Clause 11 and Clause 12 of TSA seeking Change in Law;
- e) **Annexure '12E'** - Copy of letter dated 13.01.2022 from the committee constituted by Hon'ble Supreme Court of India to POWERGRID Sikar transmission Ltd.; and
- f) **Annexure '12F'** - Copy of Force Majeure Notice dated 31.05.2022 issued by PASTL under Clause 11 of TSA seeking relief for Force Majeure.

B) DELAY DUE TO OBTAINING FOREST CLEARANCE IN STATE OF RAJASTHAN (832 DAYS)

- 37. It is submitted that PASTL encountered considerable delay on account of delay in approval of forest clearance proposals in the State of Rajasthan which qualifies as a force majeure event as the delay was not attributable to PASTL.
- 38. PASTL submitted Forest Proposal No. FP/RJ/TRANS/144853/2021 on 26.07.2021 for the construction of the 765 KV D/C Sikar-II - Aligarh Transmission line (174.350 km) in Sikar, Jaipur, and Alwar districts. However, despite timely and diligent efforts as per prudent utility practices by PASTL, the working permission for forest clearance could not be issued on account of delay on the part of Government Authorities until 30.08.2024. The details of the same are as below:
- 39. On **26.07.2021**, PASTL submitted Forest Proposal No. FP/RJ/TRANS/144853/2021. On submission of application, respective DFO started process of site inspection, land identification for compensatory

afforestation (CA), Tree enumeration, CA scheme formulation etc. On completion of these activities, respective DFOs forwarded the proposal to Circle Officer for further processing in terms of Forest guidelines progressively from Jan'22 to Apr'22.

40. On **24.05.2022**, the DCF, Jaipur (North) wrote a letter to the Chief Conservator of Forest ('**CCF**'), Jaipur addressing the online EDS dated 04.05.2022 issued by the Additional Principal Chief Conservator of Forests ('**APCCF**'), Protection and Nodal Officer FCA, Rajasthan, Jaipur, and the online EDS dated 05.05.2022 from the Chief Conservator's office. The DCF stated that the working plan prescription marked as NA was incorrect and had been modified. The Compensatory Afforestation ('**CA**') area of 22.5656 hectares as per KML was likely less as per DSS, and this discrepancy was corrected. The CA Scheme model cost given by the DCF, which did not match the proposed model rates, was revised. The Net Present Value ('**NPV**') rate for Jaipur was corrected to align with Eco-Class III, and the Medicinal Plant estimate was adjusted from ₹5,30,000/- to ₹6,40,237 per hectare.
41. On **21.06.2022**, the DCF, Alwar wrote a letter to the CCF, Jaipur regarding the forest land return proposal under Alwar Forest Division and stated that the Working Plan Prescription in Part-2, written incorrectly by the DCF Alwar, was corrected, specifying that the proposed diversion area falls under the Soil Conservation & Rehabilitation Management working circle. The model cost for the Medicinal Plant estimate was corrected from ₹5,30,000/- to ₹6,40,237/- per hectare, and the total medicinal plant amount for the project was calculated as ₹28,17,403/-. The CA Scheme was clarified to include 8643 plants over 17 hectares, ensuring that the entire marked area is utilized to prevent encroachment.

- 42.** On **05.08.2022**, the DCF, Jaipur (North) wrote a letter to the CCF, Jaipur regarding the online EDS dated 15.07.2022 issued by the APCCF, Protection and Nodal Officer FCA, Rajasthan, Jaipur, and the online EDS dated 19.07.2022 issued by the Chief Conservator's office. The DCF stated that the Medicinal Plant estimate, which was required to be uploaded by DCF Jaipur (North), had been revised. The amount of the Medicinal Plant was corrected as per the approved model rate of ₹6,40,237/- per hectare. The proposed area for medicinal plantation was 11.2828 hectares, resulting in a total financial cost of ₹72,23,666/- (Seventy-Two Lacs Twenty-Three Thousand Six Hundred Sixty-Six).
- 43.** On **10.08.2022**, the DCF, Alwar wrote a letter to the CCF, Jaipur regarding the forest land transfer proposal under Alwar Forest Division. The DCF stated that the Working Plan Prescription, previously written incorrectly in Part-2 by DCF Alwar, had been complied and uploaded as additional information. The model cost for the Medicinal Plant estimate, earlier mentioned as ₹5,30,000/-, was corrected to ₹6,40,237/- and uploaded as required. The CA Scheme was specified to include 8643 plants (calculated as $4.3215 \times 2 \times 1000$), equating to 12.35 hectares as per the KML, DGPS, and CADFL Model. However, since the marked CA area on the field is 17 hectares, the entire area must be covered to prevent encroachment.
- 44.** On **11.11.2022**, the Special Officer, Forest, Jaipur, wrote a letter to the Additional Principal CCF (Protection and Nodal Officer FCA), Jaipur regarding the diversion of 15.6043 hectares of forest land in favor of PASTL for the construction of the 765 KV D/C Sikar-II - Aligarh Transmission line. The letter requested clarification on the CA proposal, as it appeared to be more than double the area to be diverted. Additionally, the Special Officer sought a summary of the CA scheme details and NPV details for the project.

- 45.** On **29.11.2022**, the DCF, Alwar wrote a letter to the CCF, Jaipur regarding the EDS raised by the Government Secretariat, Government of Rajasthan. The issue was that the CA proposal appeared to be more than double the area to be diverted. The DCF clarified that the diversion area was 4.3215 hectares, requiring a CA area of 8.643 hectares. Considering the Degraded Forest Land ('**DFL**') model (700 trees per hectare), the CA plantation area was calculated as 12.35 hectares. However, to avoid encroachment, an additional 4.65 hectares was included, making the total CA DFL area 17 hectares. The CA cost, calculated as ₹1,64,107 x 17 hectares, amounted to ₹27,89,819/-. Additionally, the NPV amount for the diversion area of 4.3215 hectares was calculated as ₹9,57,780/- per hectare, totaling ₹41,39,046/- as per the MoEF order dated 06/01/2022.
- 46.** On **12.12.2022**, the DCF, Jaipur (North) wrote a letter to the CCF, Jaipur addressing the online EDS dated 17.11.2022 issued by the CCF's office and the letter dated 30.11.2022 from the Principal CCF (Chief of Forest Force), Rajasthan, Jaipur. The DCF clarified that the total forest land to be restored was 11.2828 hectares, while the CA DFL area was 22.5656 hectares, which is twice the diverted area. The CA DFL detailed estimate was prepared with a revised labour rate of ₹259 per day. The NPV Certificate, prepared at Eco-Class I rate, was recalculated as ₹9,57,780 per hectare for 11.2828 hectares, totaling ₹1,08,06,440/-.
- 47.** On 21.12.2022, the APCCF (Protection & Nodal Officer FCA), Rajasthan, Jaipur, made a comment to Additional Principal CCF stating that the 'user agency should submit the area including the Sikar district portion of 0.2278 hectares, as the current status of the proposal is pending with the Nodal Officer. It was suggested that the area of the proposal may be changed accordingly. Here it needs to mention that responsibility of forest area

identification in a particular range remains with forest officers and area of 0.2278 hectares in Sikar range was inadvertently left out by forest officers.

48. On 26.12.2022, the DCF, Sikar wrote a letter to PASTL addressing the EDS dated 21.12.2022 issued by the APCCF, Protection and Nodal Officer FCA, Jaipur. The DCF stated that the user agency had submitted an application to include 0.2278 hectares of forest land from Sikar district in the project. The DCF instructed the user agency to upload the revised proposal reflecting the inclusion of 0.2278 hectares on the Parivesh portal and to submit the hard copy to the office for necessary action.
49. On **20.01.2023**, the DCF, Sikar wrote a letter to the CCF, Jaipur addressing the EDS dated 21.12.2022 issued by the APCCF, Protection and Nodal Officer FCA, Jaipur. The DCF stated that the user agency had included 0.2278 hectares of forest land of Sikar district in the proposal. The site inspection was conducted on 10.01.2023. The site inspection report confirmed that the required forest land (0.2278 ha.) is Protected Forest Block NH-11 of Range Sikar, and the land requirement is unavoidable and minimal. No rare/endangered species, protected monuments, or violations of the Forest (Conservation) Act, 1980 were found. The DCF recommended the diversion of forest land for the transmission line as a public utility project.
50. On **09.02.2023**, the CCF, Jaipur wrote a letter to the APCCF, Protection and Nodal Officer FCA, Rajasthan, Jaipur regarding inclusion of 0.2278 hectares of Sikar Forest Division land as per the EDS dated 21.12.2022. The CCF stated that the DCF, Jaipur had confirmed that the total forest land to be reverted was 11.2828 hectares, while the CA DFL area was 22.5656 hectares, making it twice the reverted land area. The DCF, Alwar confirmed that as per the proposal, 8643 plants were to be planted (calculated as $4.3215 \times 2 \times 1000$), covering 12.35 hectares as per the CA DFL Model. However, the marked CA

area on the field was 17 hectares to prevent encroachment due to the remaining 4.65 hectares being outside the fencing. The CA DFL detailed estimate was prepared at a revised labour rate of ₹259 per day, and the NPV Certificate was calculated at the Eco-Class III rate. The proposal was recommended for approval.

51. On **27.02.2023**, the Additional Principal CCF, Jaipur wrote to the CCF, Jaipur regarding the diversion of 15.6043 hectares of forest land. The letter identified several deficiencies: the spot inspection report of DCF, Sikar was not uploaded on the Parivesh portal; the plantation plan was inconsistent as it mentioned 150 trees instead of the required 0.4556 hectares; the canopy density was marked as 0.4, but the NPV rate was charged as open category and the compensatory plantation scheme from DCF, Jaipur (North) did not follow the ₹1000 per hectare rate etc. Due to these discrepancies, the APCCF returned the proposal and asked for a revised submission addressing the issues.
52. On **10.03.2023**, the DCF, Sikar wrote a letter to the CCF, Jaipur stating that the Site Inspection Report was not re-uploaded as it was already available; instead, it was attached as an additional document. The area proposed for compensatory plantation was revised, and the revised site suitability certificate and SA scheme were uploaded. The NPV rates were estimated as per the Open category since Sikar district falls in Eco Class-3 (Tropical Dry Deciduous Forests), and the tree density was corrected to 0.1 due to the presence of 15 trees.
53. On **10.03.2023**, the DCF, Sikar issued a Land Suitability Certificate for the CA. The certificate confirmed that 1.00 hectare of land bearing Survey No./Khasara No. 2293, Compartment No. 1 of village Palsana, Tehsil-Dantaramgarh, District Sikar was identified for CA. The land was certified as

suitable for plantation from a management perspective and was free from encumbrances and encroachments.

54. On **13.03.2023**, the DCF, Alwar wrote a letter to the DCF (FCA), Jaipur clarifying that the user agency had informed through letter dated 10.03.2023 that no cutting or lopping of trees would be done during the construction of the transmission line. Regarding the compensatory plantation scheme, it was noted that the CA area of 17 hectares was planned instead of the 8.643 hectares mentioned in the proposal (calculated as 2×4.3215). The DCF explained that as per the CADFL Model, 8643 plants would be planted, requiring 12.35 hectares. However, since the marked CA area on the field was 17 hectares, it needed to be fully covered to prevent encroachment on the remaining 4.65 hectares outside the fencing. Therefore, it was not proposed to revise the KML, DGPS, CA Estimate, or Land Suitability Certificate. The DCF, Alwar submitted the rectified proposal for further processing.
55. On **24.03.2023**, the DCF, Jaipur (North) wrote a letter to the CCF, Jaipur regarding the online EDS dated 27.02.2023 issued by the APCCF, Protection and Nodal Officer FCA, Rajasthan, Jaipur and the online EDS dated 02.03.2023 issued by the CCF's office. The DCF clarified that a total of 1853 trees were identified along the transmission line route, out of which 519 trees would be cut. This information, which had been previously submitted with Part-2, was resent for reference. Additionally, the compensatory plantation scheme was revised to ensure 1000 saplings per hectare, as required.
56. On **05.04.2023**, the APCCF, Protection and Nodal Officer FCA, Jaipur wrote a letter to the DCF (FCA), Jaipur referring to the previous letter dated 27.02.2023 and incorporated responses from the DCF, Jaipur (U) and DCF,

Sikar as submitted via letters dated 24.03.2023 and 10.03.2023, respectively. The APCCF addressed several deficiencies noted earlier.

57. On **26.04.2023**, the APCCF, Protection and Nodal Officer FCA, Jaipur wrote a letter to the Special Officer, Forest Department, Jaipur referring to the previous letter dated 11.11.2022. The APCCF clarified that the total forest area involved in the project was 15.8321 hectares, comprising Sikar (0.2278 ha), Alwar (4.3215 ha), and Jaipur (North) (11.2828 ha). The letter also summarized the NPV and CA scheme for Sikar, Alwar and Jaipur. The total NPV was ₹1,51,63,669, total CA was ₹94,69,875, and total medicinal plantation cost was ₹1,04,74,901. The letter noted that the 0.2278 hectares of affected forest area in Sikar, initially not included, was subsequently incorporated. The APCCF requested approval for the proposal.
58. On **10.08.2023**, the Regional Officer, Gandhinagar wrote a letter to the Secretary to Government (Forest), Civil Secretariat, Government of Rajasthan, Jaipur. The letter referred to the approval sought by the Government of India under Section (2) of the Forest (Conservation) Act, 1980. The Central Government granted in-principle/Stage-I approval for the diversion of 15.8321 hectares of forest land and felling of 1917 trees for the project, subject to compliance with Pre-Transfer Conditions, Post, Post-Transfer Conditions and Specific Conditions. It was further mention that The Stage-I approval is valid for 5 years, subject to compliance with all conditions.
59. Petitioner complied with requirements of the Stage -I approval immediately and compliance was submitted immediately vide letter dated 12.09.2023.
60. On **02.01.2024**, the Special Officer, Forest Department, Rajasthan, Jaipur wrote a letter to the Secretary to Government (Forest), Civil Secretariat, Government of Rajasthan. The letter stated that the compliance report of in-

principle approval had been received from the CCF, Jaipur, through letters dated 10.10.2023, 17.11.2023, and 15.12.2023. The cost of CA amounting to ₹94,69,875/- and the NPV of ₹1,51,63,668/- have been deposited to the Rajasthan CAMPA Fund. The legal status of the forest land remains unchanged. The forest land will be handed over to the User Agency only after the required non-forest land has been acquired. An undertaking confirming this had also been attached. The Penal NPV of ₹28,733/- has been deposited, and the total amount deposited including CA, NPV, and medicinal plants is ₹3,51,37,177/-.

61. On **30.08.2024**, the Regional Officer, Gandhinagar wrote a letter to the Secretary to Government (Forest), Civil Secretariat, Government of Rajasthan, Jaipur. The Central Government granted Final/Stage-II approval after observing compliance with the in-principle/Stage-I approval granted earlier on 10.08.2023. The approval was for the diversion of 15.8321 hectares of forest land and felling of 1917 trees for the project. The Regional Officer requested that the User Agency strictly comply with the conditions and submit annual self-compliance reports to the State Government and Regional Office, Gandhinagar by the end of March every year.
62. In view of the above, it is submitted that as when queries raised by the concerned Forest Department, the same were addressed by PASTL on a priority basis. Therefore, delay in grant of forest approval was beyond the control of PASTL.
63. Further, from the above it can be clearly seen that the majority of queries and communication is inter-se between the State Government and Nodal officer as well as communication between the Circle and Division of the Forest Department. The User Agency i.e. PASTL did not have any control in the said communications.

64. PASTL submits that considering the reference time of 300 days for obtaining the forest clearance, the total delay in obtaining the forest clearance approval in the State of Rajasthan comes out to be 832 days. Accordingly, the delay in obtaining forest clearance falls within the purview of Article 11 of the TSA.
65. In terms of Article 11.5 of the TSA, Force Majeure notices dated 22.05.2022 and 07.07.2023 were duly served on the LTTCs in relation to the delay in forest approval informing them about the unexpected delay in issuance of working permission from the forest department.
66. The following documents in regard to the delay due to obtaining forest clearance in Rajasthan State are being attached herewith and marked as **Annexure '13' (Colly.):**
- a) **Annexure '13A'** – Letter dated 25.11.2021 issued by DCF Sikar Regional Forest Officer ('**RFO**'), Sikar/Shrimadhopur/Neemkathana;
 - b) **Annexure '13B'** – Letter dated 24.05.2022 issued by DCF, Jaipur (North) to Chief Conservator of Forest ('**CCF**'), Jaipur;
 - c) **Annexure '13C'** – Letter dated 21.06.2022 issued by DCF, Alwar to CCF, Jaipur;
 - d) **Annexure '13D'** – Letter dated 05.08.2022 issued by DCF, Jaipur (North) to CCF, Jaipur;
 - e) **Annexure '13E'** – Letter dated 10.08.2022 issued by DCF Alwar to CCF, Jaipur;

- f) **Annexure '13F'** – Letter dated 11.11.2022 issued by Special Officer, Forest, Jaipur to Additional Principal CCF (Protection and Nodal Officer FCA), Jaipur;
- g) **Annexure '13G'** – Letter dated 29.11.2022 issued by DCF, Alwar to CCF, Jaipur;
- h) **Annexure '13H'** – Letter dated 12.12.2022 issued by DCF, Jaipur (North) to CCF, Jaipur;
- i) **Annexure '13I'** – Letter dated 21.12.2022 issued by Additional Principal CCF (Protection & Nodal Officer FCA), Rajasthan, Jaipur made a comment;
- j) **Annexure '13J'** – Letter dated 26.12.2022 issued by DCF, Sikar to PASTL;
- k) **Annexure '13K'** – Letter dated 20.01.2023 issued by DCF, Sikar to CCF, Jaipur;
- l) **Annexure '13L'** – Letter dated 09.02.2023 issued by CCF, Jaipur to Additional Principal CCF, Protection and Nodal Officer FCA, Rajasthan, Jaipur;
- m) **Annexure '13M'** – Letter dated 27.02.2023 issued by Additional Principal CCF, Jaipur to CCF, Jaipur;
- n) **Annexure '13N'** – Letter dated 10.03.2023 issued by DCF, Sikar to CCF, Jaipur;
- o) **Annexure '13O'** – Letter dated 13.03.2023 issued by DCF, Alwar to DCF (FCA), Jaipur;

- p) **Annexure '13P'** – Letter dated 24.03.2023 issued by DCF, Jaipur (North) to CCF, Jaipur;
- q) **Annexure '13Q'** – Letter dated 05.04.2023 issued by Additional Principal CCF, Protection and Nodal Officer FCA, Jaipur to the DCF (FCA), Rajasthan, Jaipur;
- r) **Annexure '13R'** – Letter dated 26.04.2023 issued by Additional Principal CCF, Protection and Nodal Officer FCA, Jaipur to Special Officer, Forest Department, Jaipur;
- s) **Annexure '13S'** – Letter dated 10.08.2023 issued by Regional Officer, Gandhinagar to Secretary to Government (Forest), Civil Secretariat, Government of Rajasthan, Jaipur;
- t) **Annexure '13T'** – Letter dated 12.09.2023 issued by Petitioner intimating the compliance of the Stage-I approval;
- u) **Annexure '13U'** – Letter dated 02.01.2024 issued by Special Officer, Forest Department, Rajasthan, Jaipur to Secretary to Government (Forest), Civil Secretariat, Government of Rajasthan;
- v) **Annexure '13V'** – Letter dated 30.08.2024 issued by Regional Officer, Gandhinagar to the Secretary to Government (Forest), Civil Secretariat, Government of Rajasthan, Jaipur;
- w) **Annexure '13W'** – Force Majeure Notice dated 22.05.2022 from PASTL to the LTTCs.
- x) **Annexure '13X'** – Force Majeure Notice dated 07.07.2023 from PASTL to the LTTCs.

C) DELAY DUE TO OBTAINING FOREST CLEARANCE IN THE STATE OF HARYANA (394 DAYS)

- 67.** It is submitted that PASTL encountered considerable delay on account of time taken in approval of forest clearance proposals in the State of Haryana which qualifies as a force majeure event as the delay was not attributable to PASTL.
- 68.** It is submitted that PASTL submitted Forest Proposal No. FP/HR/TRANS/145806/2021 on 19.08.2021 for the construction of the 765 KV D/C Sikar-II - Aligarh Transmission line in Mewat and Palwal districts of Haryana. However, despite timely and diligent efforts as per prudent utility practices by PASTL, the Stage-II approval for forest clearance could not be issued on account of delay on the part of Government Authorities until 13.07.2023. The details of the same are as below:
- 69.** On submission of application, respective DFOs started process of site inspection, land identification for compensatory afforestation (CA), Tree enumeration, CA scheme formulation etc. On completion of these activities, respective DFOs forwarded the proposal to Circle Officer for further processing in terms of Forest guidelines progressively in Aug'2022.
- 70.** On **31.08.2022**, the Chief Conservator of Forests ('**CCF**'), Southern Circle, Gurugram wrote a letter to the Deputy Conservator of Forests ('**DCF**'), Palwal pointed out several deficiencies in the proposal, including the absence of a separate NPV sheet as required in Check List-18, the lack of a No Objection Certificate (NOC) from PWD/NHAI, and some documents that were not countersigned by the DFO. The CCF returned the proposal to the DCF, Palwal, instructing that the necessary corrections be made and the revised proposal be submitted at the earliest to facilitate further action.

71. On **06.09.2022**, the DCF, Palwal wrote a letter to the CCF, Southern Circle, Gurugram regarding the diversion of 15.0147 hectares of forest land. The letter referred to the CCF's letter dated 31.08.2022 and stated that the errors identified in the previous communication had been corrected. The DCF confirmed that a separate NPV sheet was created as required by Check List-18, and a copy of the NOC from NHAI was enclosed. The revised proposal was uploaded online, and the DCF requested further necessary action from the CCF.

72. On **03.11.2022**, APCCF, Panchkula shared the minutes of the meeting dated 21.10.2022, the Project Screening Committee (PSC) held its first meeting as per the Forest Conservation (Rules), 2022. In the meeting Forest Proposal No. FP/HR/TRANS/145806/2021 was discussed. It was noted that the proposal was accepted at the Nodal Office on 20.09.2022 and was currently pending at the Nodal Officer's end. The PSC identified several discrepancies that needed to be addressed before reconsideration, including the incorrect period for forest land diversion in Part-I(A), rechecking of employment generation details in Part-I(F) by the User Agency, and uploading the NOC from the Irrigation and Railway Departments etc. The PSC instructed that these discrepancies be corrected, and the revised proposal be submitted in the next PSC meeting for consideration.

73. On **04.11.2022**, the DCF, Palwal wrote a letter to PASTL referring to the Member Secretary cum ACF(FC), O/APCCF (FC), Haryana, Panchkula's letter dated 03.11.2022. The DCF instructed the PASTL to rectify the errors pointed out in the proposal and to provide the necessary information to the Divisional Office, Palwal at the earliest. The letter emphasized the need for prompt submission so that the corrected information could be sent to the higher authorities for further processing.

- 74.** On **07.11.2022**, PASTL made the necessary correction in the forest proposal as sought from by the DCF, Palwal in its letter dated 04.11.2022.
- 75.** On **07.12.2022**, the DCF, Palwal wrote a letter to the Nodal Officer (FCA), Office of the Principal Chief Conservator of Forests ('**PCCF**'), Haryana, Panchkula. The letter was in reference to the PSC meeting held on 07.12.2022. The DCF, Palwal provided a point-wise compliance report on the rectification of errors as identified during the PSC meeting. The FRA Certificate was uploaded on the online portal, and the SMC work details in the CA Scheme were updated and uploaded. The scientific names of obstructing trees were also updated on the portal. Additionally, the NOC from the Irrigation Department and Railway Department was uploaded. The total period for which forest land is proposed to be diverted was corrected and submitted online. Regarding the employment generation details, the user agency did not make any changes, stating that the previously submitted information was accurate.
- 76.** On **12.12.2022**, the DFO, Nuh wrote a letter to the APCCF, FCA, Panchkula reference was made to letter dated 03.11.2022 from the Member Secretary cum ACF (FC), APCCF (FC), Haryana, Panchkula. The FDO, Nuh confirmed that the requested information had been uploaded on the online portal. The FRA Certificate was uploaded, and the NPV amount was separated from the CA Scheme. Additionally, SMC work details were updated in the CA Scheme, the marking list of Firozpur Jhirka was re-uploaded, and the scientific names of trees were also uploaded. The FDO, Nuh forwarded the complete information for further necessary action by the APCCF, FCA, Haryana, Panchkula.
- 77.** On **17.02.2023**, Deputy Inspector General of Forests (Central), IRO, Ministry of Environment, Forest and Climate Change ('**MoEF&CC**'), Chandigarh,

wrote to the Nodal Officer & APCCF (FC), Panchkula, referred to the Additional Chief Secretary (Forests & Wildlife), Haryana's letter dated 07.02.2023 and highlighted certain issues needing resolution. The discrepancies included inconsistency in canopy density between Part-II (0.1) and specific recommendations (0.3), which required rectification. The NOC from the Irrigation Department for Nuh was still pending, and since the project involved the PLPA 1900 area, NOCs from concerned land-owning agencies were required. The CA Scheme needed revision to justify barbed wire fencing charges (117.01 rkm + 81 rkm), as the perimeter of patches (4.12 km) appeared inconsistent. Clarification regarding specific SMC works was necessary, and the total area of 50.5 ha proposed in Mewat required an additional 1.35 ha to meet the target plantation of 49,502 plants. The letter warned that the proposal might be cancelled if the information was not provided within 30 days.

- 78.** On **23.02.2023**, the Deputy Superintendent wrote a letter to PASTL referred to the communication from the Deputy Inspector General of Forests (Central) letter dated 17.02.2023 and instructed the PASTL to promptly submit the information related to Point 7, which specifically required details of the length of the proposed transmission line passing through forest as well as non-forest areas, including dimension-wise number and location of proposed towers erected in both forest and non-forest areas.
- 79.** On **10.03.2023**, PASTL made the correction in the forest proposal as sought by the DFO Palwal vide its letter dated 23.02.2023.
- 80.** On **24.03.2023**, the DCF, Palwal wrote a letter to the Nodal Officer (FCA), PCCF, Haryana, Panchkula referred to the Deputy Inspector General of Forests, Central's letter dated 17.02.2023. The DCF provided a point-wise response to the rectification of errors in the proposal. The density of

vegetation in Part-II was modified, and the additional information detail was uploaded on the Part-II online portal. The SMC work amount was not included in the CA scheme as no SMC work was proposed. It was clarified that points 2, 3, 4, and 6 were related to the Nuh Forest Division. Regarding Point 7, the list of towers to be installed in the proposed transmission line was uploaded on the online portal in Part-II.

81. On **24.03.2023**, the FDO, Nuh wrote a letter to the APCCF, FCA, Haryana, Panchkula. The FDO, Nuh confirmed that the information sought through the reference letter had been uploaded on the online portal. It was clarified that point no. 1 did not pertain to the office. The CA Scheme was revised, including the barbed wire fencing charges as per the site requirements. The SMC works were updated in the revised CA Scheme, and the KML file of the CA site was modified and uploaded. Additionally, the details of the length of the proposed transmission line passing through forest and non-forest areas, along with the report countersigned by the DFO, were also uploaded on the portal.
82. On **01.03.2023**, PASTL addressed a letter to the Deputy Commissioner, Nuh (Mewat), seeking issuance of a NOC for Punjab Land Preservation Act ('**PLPA**') Land, 1900. It was informed that while the line passes through both forest and non-forest land. PASTL submitted that the forest clearance is pending with the Integrated Regional Office of the Forest Department, Chandigarh, which has sought NOCs from land-owning agencies for PLPA-covered land. Based on joint inspections conducted with Forest Officers of Ferozepur Jhirka and Punhana, the villages of Naoli, Khedi Kalan, and Tigaon were identified as falling under Sections 4 and 5 of the PLPA. Accordingly, PASTL requested the Deputy Commissioner to issue the necessary NOC to facilitate submission to the MoEF&CC.

- 83.** On **26.04.2023**, the APCCF (FCA), Haryana, Panchkula wrote to the Regional Officer, MoEF&CC, Chandigarh regarding the diversion of 15.0147 hectares of forest land. The letter responded to the Regional Officer's communication dated 17.02.2023. The canopy density inconsistency (0.1 instead of 0.3) was corrected and uploaded, along with the NOC from the Irrigation Department for Nuh and the NOC from land-owning agencies for the PLPA 1900 area. The CA Scheme was revised, addressing barbed wire fencing charges (117.01 rkm + 81 rkm), and the SMC report was updated. The KML file was corrected, and an additional 1.35 ha of CA area was provided to meet the plantation target.
- 84.** On 08.05.2023, IRO-CHD, Ministry of Environment, Forest and Climate Change, Integrated Regional Office, Chandigarh vide letter to Additional Chief Secretary (Forest), Chandigarh, with a copy to PASTL, granted Stage-I Approval and with conditions to be complied thereof.
- 85.** PASTL complied the condition of Stage-I approval and paid the requisite Compensatory Afforestation amount on 17.05.2023. PASTL also intimated the compliance status vide letter dated 23.05.2023 to the Nodal Officer (FCA) O/o, PCCF (HoFF), State Forest Department, Panchkula, Haryana.
- 86.** On 26.06.2023, the APCCF (FCA), Haryana, Panchkula wrote to the Regional Officer, MoEF&CC, Chandigarh submitting that the compliance required for Stage-II clearance has been completed and requested to issue the Stage-II clearance to PASTL.
- 87.** On **13.07.2023**, the Deputy Inspector General of Forests (Central), IRO, MoEF&CC, Chandigarh, issued a letter to the Additional Chief Secretary (Forest), Haryana Government conveying the final approval from the Central Government under Section-2 of the Forest (Conservation) Act, 1980.

- 88.** In view of the above, it is submitted that as when queries raised by the concerned Forest Department, the same were addressed by PASTL promptly and without any undue delay. Therefore, delay in grant of forest approval was beyond the control of PASTL.
- 89.** Further, from the above it can be clearly seen that the majority of queries and communication is inter-se between the State Government and Nodal officer as well as communication between the Circle and Division of the Forest Department. The User Agency i.e. PASTL did not have any control in the said communications.
- 90.** PASTL submits that considering the reference time of 300 days for obtaining the forest clearance, the total delay in obtaining the forest clearance approval in the State of Haryana comes out to be 394 days. This delay in obtaining forest clearance falls within the purview of Article 11 of the TSA.
- 91.** In terms of Article 11.5 of the TSA, notices dated 15.06.2022 and 12.09.2024 were served on the LTTCs in relation to the delay in forest approval informing them about the unexpected delay in issuance of working permission from the forest department.
- 92.** The following documents in regard to the delay due to obtaining forest clearance in the State of Haryana are attached herewith and marked as **Annexure '14' (Colly.):**
- a) **Annexure '14A'** – Letter dated 24.09.2021 from the Deputy Conservator of Forest, Palwal issued to PASTL
 - b) **Annexure '14B'** – Letter dated 28.03.2022 issued by Forest Divisional Officer ('**FDO**'), Mewat to PASTL;

- c) **Annexure '14C'** – Letter dated 13.07.2022 issued by FDO, Nuh to Chief Manager, TLC Palwal;
- d) **Annexure '14D'** – Letter dated 31.08.2022 issued by Chief Conservator of Forests ('**CCF**'), Southern Circle, Gurugram to Deputy Conservator of Forests ('**DCF**'), Palwal;
- e) **Annexure '14E'** – Letter dated 06.09.2022 issued by DCF, Palwal to CCF, Southern Circle, Gurugram;
- f) **Annexure '14F'** – Letter dated 03.11.2022 issued by APCCF, Panchkula shared minutes of the meeting dated 21.10.2022;
- g) **Annexure '14G'** – Letter dated 04.11.2022 issued by DCF, Palwal to PASTL;
- h) **Annexure '14H'** – Letter dated 09.11.2022 issued by FDO, Nuh to Devesh Kumar Singh, Chief Manager, TLC Palwal;
- i) **Annexure '14I'** – Letter dated 07.12.2022 issued by DCF, Palwal to Nodal Officer (FCA), Office of the Principal Chief Conservator of Forests ('**PCCF**'), Haryana, Panchkula;
- j) **Annexure '14J'** – Letter dated 12.12.2022 issued by FDO, Nuh to APCCF, FCA, Panchkula;
- k) **Annexure '14K'** – Letter dated 17.02.2023 issued by Deputy Inspector General of Forests (Central), IRO, MoEF&CC, Chandigarh to Nodal Officer & APCCF (FC), Panchkula;
- l) **Annexure '14L'** – Letter dated 23.02.2023 issued by Deputy Superintendent to PASTL;

- m) **Annexure '14M'** – Letter dated 24.03.2023 issued by DCF, Palwal to Nodal Officer (FCA), PCCF, Panchkula;
- n) **Annexure '14N'** – Letter dated 24.03.2023 issued by FDO, Nuh to APCCF, Panchkula;
- o) **Annexure '14O'** – Letter dated 26.04.2023 issued by APCCF (FCA), Panchkula to Regional Officer, MoEF&CC, Chandigarh;
- p) **Annexure '14P'** – Stage-I Approval dated 08.05.2023 issued by IRO-CHD, Ministry of Environment, Forest and Climate Change, Integrated Regional Office, Chandigarh;
- q) **Annexure '14Q'** – Letter dated 23.05.2023 to the Nodal Officer (FCA) O/o, PCCF (HoFF), State Forest Department, Panchkula, Haryana regarding compliance;
- r) **Annexure '14R'** – Letter dated 21.06.2023 from APCCF (FCA), Haryana, Panchkula to the Regional Officer, MoEF&CC, Chandigarh;
- s) **Annexure '14S'** – Letter dated 13.07.2023 issued by the Deputy Inspector General of Forests (Central), IRO, MoEF&CC, Chandigarh to the Additional Chief Secretary (Forest), Haryana Government;
- t) **Annexure '14T'** – Force Majeure Notice dated 15.06.2022 from PASTL to the LTTCs
- u) **Annexure '14U'** – Force Majeure Notice dated 12.09.2024 from PASTL to the LTTCs.

93. The above-mentioned communications and letters clearly demonstrate that the delay in the project was due to delay in the process of obtaining forest clearance in the States of Rajasthan and Haryana.

- 94.** PASTL submitted Forest Proposal No. FP/RJ/TRANS/144853/2021 on 26.07.2021 for the construction of the 765 KV D/C Sikar-II - Aligarh Transmission line (174.350 km) in Sikar, Jaipur, and Alwar districts. Despite timely and diligent efforts as per prudent utility practices by PASTL, the working permission for forest clearance could not be issued due to delays on the part of Government Authorities until 30.08.2024. Consequently, there was a delay of 832 days from the submission of the forest proposal to the grant of approval for working permission, which qualifies as a force majeure event not attributable to PASTL.
- 95.** Similarly, PASTL submitted Forest Proposal No. FP/HR/TRANS/145806/2021 on 19.08.2021 for the construction of the 765 KV D/C Sikar-II - Aligarh Transmission line (49.371 km) in Mewat and Palwal districts, Haryana. Despite PASTL's diligent efforts, the clearance was delayed by 394 days due to prolonged administrative processes. The final approval was granted only on **13.07.2023**, marking a delay that was beyond PASTL's control and qualifies as a force majeure event.

D) SEVERE LAW AND ORDER ISSUES FACED DURING THE CONSTRUCTION OF SIKAR -II ALIGARH 765 KV D/C TRANSMISSION LINE (442 DAYS)

- 96.** It is submitted that the progress of the Sikar -II Aligarh 765 kV D/C Transmission Line was affected on account of severe ROW/ local agitations from 28.05.2022 to 12.08.2023 in the corridor through which the line passes as follows:
- 97.** On **07.07.2022**, PASTL addressed a letter to the Deputy Collector, Mathura, highlighting obstruction by villagers at Tower Location No. 234/0 in Village Chandpur Khurd. It was detailed that despite completing the tower's foundation and erection works and disbursing compensation—₹1,04,500/-

for foundation and ₹1,20,250/- for erection, Shri Aman Kumar and Shri Devendra Singh are obstructing the wire stringing operation. PASTL requested the administration to intervene and take necessary action to enable uninterrupted completion of the transmission line.

98. On **08.07.2022**, PASTL addressed a letter to the Station House Officer ('**SHO**'), Punhana Police Station, District Nuh, Haryana, reporting obstruction during the construction of the transmission line. While a significant portion of the line had been constructed in Nuh District and compensation had been paid to affected farmers, foundation work at tower location no. 209/3 in village Sri Singhheri was being obstructed by Shri Fajjar. PASTL requested immediate police intervention to remove the obstruction.
99. On **11.07.2022**, PASTL wrote a letter to the District Magistrate, Mathura, reporting continued obstruction at Tower Location No. 234/0 in Village Chandpur Khurd, Tehsil Mant, during the wire stringing work of the 765 KV D/C Sikar-II - Aligarh transmission line. Despite having completed tower foundation and erection works—compensated to Shri Aman Kumar with ₹1,04,500/- and ₹1,20,250/- respectively—the construction was being blocked by Shri Aman Kumar and Shri Devendra Singh, who resisted laying of the conductor. PASTL sought the District Magistrate's intervention and requesting police protection.
100. On **08.08.2022**, PASTL addressed a letter to the Deputy Commissioner, Nuh (Mewat), Haryana, regarding serious obstruction at tower locations 214/9-215/0 in village Nai, Tehsil Punhana during the wire stringing work. Although the foundation and erection works were completed and crop compensation was duly paid post verification, villagers including Shri Kallu, Smt. Asia, Shri Jamshed, and Smt. Parmina continued to obstruct the site. These individuals reportedly climbed towers and threatened to jump, putting lives at risk and

halting project execution. In light of these threats, PASTL requested immediate police protection and sought the District Magistrate's, to permit continued work and ensure completion of the project.

- 101.** On **11.08.2022**, PASTL addressed a letter to the Deputy Commissioner, District Nuh, Haryana, requesting police protection for the execution of the transmission line, which was facing serious obstruction from villagers in various areas under Tehsils Punhana and Firozpur Jhirka. It was reported that despite obtaining all necessary statutory clearances and completing survey and foundation works, several villagers were resisting and halting construction activities, specifically in areas under Firozpur Jhirka, Nagina, Bichchhor, Punhana, and Pinagwan police stations. Given the disruptions, PASTL sought administrative support for timely completion of the project works.
- 102.** On **10.08.2022**, PASTL addressed a letter to the City Magistrate, Palwal, Haryana requesting the appointment of a Duty Magistrate for 16.08.2022 and 17.08.2022 to resolve ongoing obstructions at tower locations 221, 222, and 223 of the transmission line. The letter cited repeated disruptions caused by farmers including Shri Ramkumar, Shri Mahesh Tripathi, Shri Mahesh Awana, and Shri Ramjeet alias Villu, who were preventing construction activities. Given the adverse impact on timelines and execution, PASTL sought administrative support to progress and timely completion of the project.
- 103.** On **12.08.2022**, PASTL addressed a letter to the Deputy Commissioner, Nuh (Mewat), Haryana, seeking the appointment of a Duty Magistrate on 17.08.2022 and 18.08.2022 to ensure the completion of wire stringing work at tower locations 214/9-215/0 in village Nai, Tehsil Punhana. Despite successful completion of foundation and erection works, wire-pulling

activities were being repeatedly obstructed by farmers Shri Kallu, Smt. Ashiya, Shri Akhtar, Shri Jamshed, and Smt. Parmeena. These individuals not only resisted the work but also reportedly climbed towers and threatened to jump, endangering lives and halting the project. In light of this, PASTL requested urgent administrative support to avert further delay in executing the transmission line.

- 104.** On **13.08.2022**, PASTL addressed a letter to the District Magistrate, Mathura, Uttar Pradesh seeking administrative and police support to facilitate the stringing work across the Yamuna Expressway near Village Chandpur Khurd, Tehsil Mant, as part of the ongoing construction of the transmission line. While foundation and tower erection on both sides of the expressway had been completed, the overhead stringing remained pending. PASTL specifically requested the deployment of traffic police and administrative assistance from 23rd to 25th August 2022 to prevent disruptions to expressway traffic and enable safe execution of the stringing activity without delay.
- 105.** On **15.08.2022**, KPTL, contractor agency deployed by Petitioner, lodged FIR No. 0291 at Police Station Firozpur Jhirka, Nuh Haryana, regarding a theft and damage incident at Tower No. 198/0 near Village Sheikhpur. Approximately 4-5 tonnes of tower parts and 700 kg of nut bolts were reported stolen, while an additional 7-8 tonnes of tower material were found severely damaged. The incident resulted in major structural loss to the under-construction 765 kV D/C Sikar-Aligarh transmission line.
- 106.** On **16.08.2022**, PASTL addressed a follow-up letter to the City Magistrate, Palwal, Haryana reiterating the ongoing hindrance to construction activities at tower numbers 221, 222, and 223 of the transmission line. Despite previous correspondence dated 23.02.2022, farmers Shri Ramkumar, Shri

Mahesh Tripathi, Shri Mahesh Awana, and Shri Ramjeet alias Billu continued to obstruct works in Hodal Tehsil, Palwal District. As a result, construction on these towers remained stalled. To address this, PASTL requested the appointment of a Duty Magistrate on 20.08.2022 and 22.08.2022 to facilitate resumption of works and ensure timely completion of the transmission line project.

- 107.** On **17.08.2022**, PASTL wrote a letter to the SHO, Police Station Naujhil, District Mathura, Uttar Pradesh reporting obstruction by a farmer, specifically, at tower location no. 234/4 in village Mithauli, Tehsil Mat, the stringing work for the tower was repeatedly impeded by Shri Jasmat Singh, despite the successful completion of foundation and gradation works. The obstruction was affecting the timely execution of this project, prompting PASTL to request immediate police intervention to enable smooth progress and ensure the project could be completed within the stipulated schedule.
- 108.** On **18.08.2022**, PASTL addressed a letter to the City Magistrate, Palwal, Haryana, highlighting persistent obstructions and specific resistance was reported at tower locations 221, 222, and 223, involving farmers Shri Ramkumar, Mahesh Tripathi, Mahesh Awana, and Ramjeet alias Villu from Hodal tehsil. These individuals were allegedly halting construction work and causing complete stoppage of ongoing activities. In order to avoid further delays in executing this project of national importance, PASTL requested the appointment of a Duty Magistrate on 24.08.2022 and 26.08.2022 to facilitate continuation of work and ensure completion within the stipulated timeline.
- 109.** On **19.08.2022**, KPTL lodged FIR No. 0336 at Police Station Punhana, District Nuh (Haryana), reporting a theft incident that occurred during the night of 15.08.2022 at Tower No. 209/0 located in Village Tundlaka, Tehsil Punhana. Unknown individuals stole approximately 5.5 tonnes of tower parts, 600 kg

of nuts and bolts, 15 crowbars, 4 bundles of rope, and around 15 disc insulators.

- 110.** On **21.08.2022**, KPTL filed a complaint at Police Station Kosi Kalan, Mathura, regarding theft and damage to materials in the under-construction 765 kV D/C Sikar-II - Aligarh transmission line. It was reported that unknown persons had cut and stolen six wires of the OPGW side between Tower Nos. 216/6 and 217/0 near Village Lalpur.
- 111.** On **22.08.2022**, PASTL addressed a letter to the Superintendent of Police, Nuh (Mewat), Haryana, seeking urgent administrative support given repeated thefts and damage incidents affecting the construction of the transmission line. It was highlighted that approximately 40.6 km of the line with 110 towers traverses Nuh district, and despite 75% progress, over 15 theft and damage incidents had occurred, severely impacting the project's timeline and structural safety. PASTL requested necessary assistance to protect critical infrastructure under implementation in Tehsils Punhana, Nagina, and Firozpur Jhirka, emphasizing the ongoing financial losses and safety hazards.
- 112.** On **22.08.2022**, the District Magistrate, Palwal passed an Order pursuant to the representation made by the PASTL vide letter dated 18.08.2022, reporting continuous obstruction by certain landowners in the construction of the Transmission Line which was being impeded by Shri Ramkumar and Mahesh Tripathi (Tower No. 221), Shri Mahesh Awana (Tower No. 222), and Shri Ramjeet alias Villu (Tower No. 223), all residents of villages in Hodal tehsil, District Palwal. In light of these hindrances, the District Magistrate, appointed Shri Sanjeev Nagar, Tehsildar, Hodal (Mobile No. 9891291064), as Duty Magistrate for the dates 24.08.2022 and 26.08.2022, to ensure

maintenance of law and order and facilitate completion of the pending transmission line works.

- 113.** On **23.08.2022**, KPTL filed a complaint at Police Station Bichhor, District Nuh (Mewat), Haryana, regarding theft and damage to materials in the under-construction 765 kV D/C Sikar-II - Aligarh transmission line. It was reported that unknown persons had stolen 9 tonnes of tower parts and 3 tonnes of nuts bolts near Tower Nos. 214/9 of under-construction 765 kV D/C Sikar-II - Aligarh transmission line.
- 114.** On **25.08.2022**, PASTL addressed a letter to the SHO, Police Station Naujhil, District Mathura, Uttar Pradesh reporting repeated obstruction at tower locations 230/0 to 231/0 in village Tilkagarhi, Tehsil Mat. The stringing work was being impeded by two farmers, Shri Balbir (S/o Kishan Singh) and Shri Pawan (S/o Shri Chand). In view of these obstructions which were hampering the timely execution of this critical infrastructure project, PASTL requested necessary police intervention to ensure smooth progress of the government-sanctioned work.
- 115.** On **26.08.2022**, the Deputy Commissioner, Nuh, issued directions to the Superintendent of Police, Nuh and the Sub-Divisional Officer (Civil), Punhana, referring to PASTL's letter dated 08.08.2022. The communication requested urgent action on the matter of repeated obstruction by villagers during the stringing work at Tower Nos. 214/9-215/0 in Village Nai. The Deputy Commissioner advised the officers to initiate appropriate steps, including coordination for the appointment of a Duty Magistrate, if required, to ensure timely execution of the transmission project.
- 116.** On **05.09.2022**, PASTL, wrote a letter to the Deputy Commissioner, Nuh (Mewat), Haryana, seeking deployment of four police personnel to assist in

the stringing work. The request was made in light of repeated incidents of theft and damage to transmission line components, which had already delayed the progress of the project. Despite 75% completion of the construction work over 40.609 km covering 110 towers, frequent obstructions had compromised safety and posed risks to both material and personnel. PASTL reiterated the need for urgent administrative and police support to ensure timely and safe execution of stringing operations across Punhana, Firozpur Jhirka, and Nagina tehsils.

- 117.** On **04.10.2022**, PASTL, addressed a letter to the Deputy Commissioner, Nuh (Mewat), Haryana, requesting the appointment of a Duty Magistrate for 11.10.2022 and 13.10.2022 to facilitate the continuation of construction work at tower locations 214/9-215/0 in village Nai, Tehsil Punhana due to persistent obstructions by certain landowners, namely Shri Kallu, Smt. Aashiya, Shri Jamshed, and Smt. Parmeena, who, along with their family members, had been climbing towers and threatening to jump, thereby creating a serious risk to life and public safety. In view of these disruptions, PASTL sought urgent magisterial support to ensure law and order and enable timely completion of the transmission line.
- 118.** On **07.10.2022**, the District Magistrate, Nuh, Haryana issued an Order under the powers conferred by Sections 22(1) and 23(11) of the Code of Criminal Procedure, 1973, appointing Sh. Digamber Singh, BD&PO, Punhana as Duty Magistrate. The appointment was made for the purpose of maintaining law and order during the stringing work at Village Nai, Tehsil Punhana on 11.10.2022 and 13.10.2022.
- 119.** On **11.10.2022**, PASTL addressed a letter to the Deputy Commissioner, Nuh (Mewat), Haryana, requesting a rescheduling of the earlier appointed Duty Magistrate for stringing work at Village Nai, Tehsil Punhana due to

unseasonal heavy rainfall, large portions of the site had become waterlogged, rendering the stringing activity unsafe for both equipment and personnel. PASTL highlighted the risk to life and property and stated that the conditions would require 15-20 days to become suitable for further work. Accordingly, PASTL sought reappointment of the Duty Magistrate on a suitable date in November 2022, to enable completion of the remaining work.

- 120.** On **18.10.2022**, PASTL addressed a letter to the Deputy Commissioner, Nuh, requesting the rescheduling of Duty Magistrate deployment for wire stringing work at Village Nai, Tehsil Punhana. The earlier appointment, made under Order dated 07.10.2022 for 11.10.2022 and 13.10.2022, could not be executed due to continuous off-season rainfall from 07.10.2022 to 11.10.2022, which caused severe waterlogging across agricultural fields, rendering the site unsafe for carrying out stringing activities. Emphasizing safety concerns, PASTL requested fresh appointment of a Duty Magistrate along with police assistance on revised dates 08.11.2022 and 09.11.2022 to enable timely completion of the remaining work.
- 121.** On **22.10.2022**, KPTL wrote a complaint to Police Station Incharge, Police Station Punhana, District Nuh to register a FIR against the unknown person for theft on 22.10.2022 near tower no. 208/0 of various materials used in the construction 765 kV D/C Sikar-II - Aligarh transmission line.
- 122.** On **09.11.2022**, KPTL lodged FIR No. 0224 at Police Station Bichhor, District Nuh (Haryana), reporting a theft incident on the under-construction 765 kV D/C Sikar-Aligarh transmission line, stating that on 27.10.2022, between 12:00 PM and 1:00 PM, unknown miscreants stole approximately 6,432 meters of aluminium conductor between Tower Nos. 214/2 and 214/5 in

Village Tirwada. Additionally, 30 insulators (160 KN), 50 line spacers, and 4 sets of hardware fittings were found damaged.

- 123.** On **14.11.2022**, the District Magistrate, Nuh passed an Order appointing Sh. Digamber Singh, BD&PO, Punhana, as Duty Magistrate for maintaining law and order during the stringing work at Village Nai, Tehsil Punhana, on 16.11.2022 and 17.11.2022. The appointment was made based on the request made by the PASTL vide letter dated 18.10.2022. The Order directed that the Duty Magistrate would exercise the powers of an Executive Magistrate and that the concerned department must ensure that there was no court-imposed stay or status quo on the land and that all construction work conformed to legal requirements.
- 124.** On **18.11.2022**, PASTL addressed a letter to the Deputy Commissioner, Nuh, Haryana referencing Order dated 14.11.2022, regarding continued obstruction at tower locations 214/9-215/0 in Village Nai, Tehsil Punhana. Although a Duty Magistrate was appointed for 16.11.2022 and 17.11.2022, the stringing work could not proceed on 16.11.2022 due to insufficient police presence. Furthermore, landowners—Shabbir, Shakir Patru Akhtar, Ashiya, Jamshed, and Parmeena –along with their family members, continued to threaten workers by climbing transmission towers and threatening self-harm to halt the construction. In view of the safety risk and urgency of the work, PASTL requested the deployment of 4-5 police personnel on 18.11.2022 and 19.11.2022 to enable completion of the wire-pulling work.
- 125.** On **19.11.2022**, PASTL addressed a letter to the Police Station In-Charge, Bichhor, Tehsil Punhana, District Nuh (Mewat), Haryana regarding persistent obstruction by local farmers at tower locations 214/9-215/0 in Village Nai. Despite the appointment of a Duty Magistrate for 16.11.2022 and 17.11.2022

under Order dated 14.11.2022, the work on 16.11.2022 could not proceed due to insufficient police presence. Furthermore, farmers Shabbir, Shakir Patru, and Akhtar from Village Nai, Police Station Bichchor, were reported to be continuously obstructing the wire stringing work. PASTL requested immediate police intervention against the said individuals to ensure completion of the remaining work.

- 126.** On **02.12.2022**, KPTL wrote a complaint to Police Station Incharge, Police Station Punhana, District Nuh to register a FIR against the unknown person for theft near tower no. 211/6 of various materials used in the construction 765 kV D/C Sikar-II - Aligarh transmission line.
- 127.** On **07.12.2022**, KPTL wrote a complaint to Police Station Incharge, Police Station Kosi Kalan, District Mathura to register a FIR against the unknown person for theft of various materials used in the construction 765 kV D/C Sikar-II - Aligarh transmission line.
- 128.** On **13.12.2022**, PASTL addressed a letter to the Sub-Divisional Officer, Hodal, District Palwal, Haryana, seeking administrative and police support to address obstructions faced during tower erection and stringing work in the construction of the 765 kV D/C Sikar-II - Aligarh Transmission Line. The letter highlighted that the villagers from Banswa, including Jagveer, Krishna Kumar, and Kumar Singh, were obstructing the construction work near Towers 225/5, 225/7, and 226/5, despite prior verification and compensation processes. These acts of resistance had completely halted the construction activities. In view of these disruptions, PASTL requested immediate intervention to prevent further delays and to ensure smooth execution of the Project of National Importance.

- 129.** On **13.12.2022**, PASTL addressed a letter to the Deputy Commissioner, Nuh (Mewat), Haryana seeking the appointment of a Duty Magistrate along with police personnel for tower erection and stringing work. PASTL informed that villagers from Shekhpur and Laharwadi, including Mohd. Daud, Arif, Akhtar Badlu, Rujdar Khan, and Rahim Khan—despite having received crop compensation—were obstructing the ongoing work at tower locations 197/0, 197/3, 197/4, and 211/0. PASTL requested urgent administrative and police intervention to prevent further obstruction and ensure smooth execution of the remaining work.
- 130.** On **13.12.2022**, PASTL addressed a letter to the Superintendent of Police, Nuh (Mewat), Haryana requesting police support for tower erection and stringing works. PASTL reported that despite having paid full crop compensation, certain villagers from Shekhpur, Baheripur, and Laharwadi—namely Mohd. Daud, Arif, Akhtar Badlu, Rujdar Khan, and Rahim Khan—continued to obstruct the project activities at tower locations 197/0, 197/3, 197/4, and 211/0. In light of this, PASTL sought immediate administrative and police assistance to resume and safely carry out the remaining construction work.
- 131.** On **15.12.2022**, PASTL addressed a letter to the Deputy Commissioner, Nuh (Mewat), Haryana, seeking the appointment of a Duty Magistrate for 27.12.2022 and 28.12.2022. The request was made in response to continuous obstruction by local farmers, Shri Arif and Shri Akhtar, from villages Shekhpur and Behripur, who were interfering with construction activities at tower locations 197/4 and 197/0 of the 765 kV Sikar-II - Aligarh transmission line. Despite payment of compensation and completion of foundation work, the farmers and other villagers were threatening project personnel, halting progress.

- 132.** On **28.12.2022**, the Deputy Commissioner, Palwal, issued a letter to the Superintendent of Police, Palwal, enclosing a letter received from PASTL 28.12.2022. The letter highlighted the ongoing hindrances being created by landowners obstructing construction activities. The Deputy Commissioner directed urgent intervention and necessary action to be taken on priority to ensure the work proceeds without further delay.
- 133.** On **28.12.2022**, the Deputy Commissioner, Palwal, addressed a letter to the Sub-Divisional Officer (Civil), Hodal, referring a letter from PASTL dated 28.12.2022. The communication emphasized the urgent need to grant requisite permissions and take immediate action to restrain landowners who were obstructing the construction of the transmission line. The Deputy Commissioner directed that the matter be treated with utmost priority to avoid further delays.
- 134.** On **28.12.2022**, PASTL, addressed a letter to the City Magistrate, Palwal, Haryana seeking administrative intervention against continued obstruction by certain landowners. Referring to earlier communications dated 13.12.2022 and 23.02.2022, the letter stated that although tower foundation and erection works had been completed and crop compensation had been paid after due verification by the revenue authorities, certain farmers—namely Jagveer, Krishna Kumar, and Yogendra Singh from Village Banswa—were obstructing the wire stringing operations. These disruptions had entirely halted construction activities due to which administrative support was requested to ensure timely completion and commissioning of the transmission line.
- 135.** On **31.12.2022**, KPTL registered a FIR No. 0330 at Police Station Pinangwa, District Nuh (Haryana), reporting a major theft and damage incident at the under-construction 765 kV D/C Sikar-Aligarh transmission line, stating that

during the night of 30.12.2022, unknown individuals cut and stole six wires of one phase between Tower Nos. 206/0 and 206/4 near Village Jharpudi.

- 136.** On **24.01.2023**, KPTL issued a letter to PASTL, bringing to attention four theft and damage incidents at tower locations 206/6-217/0, 214/1-214/9, 206/0-207/0 and 226/0-226/7. These recurring criminal activities within the zig-zag stretch covering approximately 58.748 km have hindered progress and caused heavy financial losses. The letter urged urgent administrative support to ensure timely completion of the transmission project.
- 137.** On **24.01.2023**, KPTL wrote a complaint to Police Station Hasanpur, Hodal, District Palwal, regarding theft and damage incident at the under-construction 765 kV D/C Sikar-II – Aligarh transmission line. The complaint informed that unknown individuals had cut and stolen wires from Tower Nos. 226/3, 226/4, and 226/5 near Village Banswa during the night of 23-24 January 2023.
- 138.** On **31.01.2023**, PASTL addressed a letter to the Deputy Commissioner, Nuh (Mewat), Haryana, highlighting severe disruptions due to repeated incidents of theft and damage to tower parts and conductors. It was informed that despite having secured all statutory approvals under Section 68(1) of the Electricity Act, 2003, and after publishing the list of affected villages, the project—covering approximately 40.609 km with 110 towers in Nuh District—had faced over 25 such criminal incidents. These acts not only caused significant financial losses but also posed serious safety risks and delayed project execution. PASTL sought immediate and sustained administrative support to safeguard this transmission project.
- 139.** On **23.02.2023**, PASTL addressed a letter to the City Magistrate, Palwal, Haryana requesting urgent administrative and police support, including

traffic police deployment, for the overhead stringing work near Chandpur Khurd village across NH-19 (Delhi-Agra Highway). It was submitted that while foundation and tower erection activities on both sides of the highway had been completed, the remaining stringing work required temporary control of vehicular movement to ensure safety and avoid obstruction. PASTL sought support from 25/26.02.2023 to carry out the operation without delay.

- 140.** On **23.02.2023**, the General Manager (T) & Project Director, CMU-Mathura, conveyed conditional permission to PASTL, in response to its request dated 15.02.2023, for executing the overhead stringing work at NH-2 near Bhulwana. The permission was granted after inspection by the Independent Engineer and the Highway Concessionaire, and was subject to strict conditions and compliance with all safety measures. The communication authorized execution of the stringing work in coordination with relevant authorities, ensuring minimal disruption to highway operations.
- 141.** On **24.02.2023**, the Deputy Commissioner, Palwal, through the City Magistrate, addressed a communication to the Superintendent of Police, Palwal, seeking administrative and traffic police support for the safe execution of stringing work. It was informed that while foundation and tower erection works had been completed on both sides of NH-19 (Delhi-Agra Highway) near Village Bhulwana, Tehsil Hodal, the overhead stringing across the highway was pending. In order to avoid disruption of traffic and ensure the timely completion of the activity scheduled for 25th and 26th February 2023, the Deputy Commissioner requested deployment of adequate police and traffic personnel at the designated location.
- 142.** On **18.04.2023**, PASTL wrote a letter to the District Magistrate, Mathura, Uttar Pradesh seeking urgent administrative support, including deployment

of a Duty Magistrate and PAC personnel, for completing the remaining jumper stringing work at Village Tilkagarhi, Tehsil Mant. It was informed that despite payment of crop compensation—verified by the Revenue Department—to affected landowners Shri Balbir Singh, Shri Pawan Kumar, and Shri Mohan Lal Sharma, they continued to obstruct the final stages of the construction work at Towers 230 and 231. PASTL requested assistance to ensure smooth execution and timely commissioning of the transmission line.

- 143.** On **04.07.2023**, PASTL reiterated his earlier request to the Sub-District Magistrate, Mant (Mathura), Uttar Pradesh seeking administrative and police support for completion of the remaining jumper stringing work at Village Tilkagarhi, Tehsil Mant, under the 765 kV D/C Sikar-II – Aligarh Transmission Line. Despite verified crop compensation payments to affected landowners—Shri Balbir Singh, Shri Pawan Kumar, and Shri Mohan Lal Sharma—the farmers continued to obstruct critical transmission line activities at Towers 230 and 231, causing delays in the line charging. PASTL once again sought the deployment of Duty Magistrate and PAC/police personnel for two days to ensure smooth execution of this project.
- 144.** On **04.08.2023**, PASTL wrote a letter to the Tehsildar, Tehsil Mant, Mathura, Uttar Pradesh reiterating the request for administrative support for the completion of remaining jumper stringing works at Tower Nos. 230 and 231 in Village Tilkagarhi. It was stated that although a site inspection was conducted following earlier obstruction by local farmers, the work could not proceed due to adverse weather conditions and safety concerns arising from rain. PASTL sought the deployment of Duty Magistrate, PAC, and police personnel from 10.08.2023 onwards to ensure that the remaining work could be completed without delay.

- 145.** On **10.08.2023**, PASTL addressed a letter to the Sub-District Magistrate, Mant (Mathura), requesting administrative and police support for completing the remaining jumper and OPGW stringing works at Village Raipur, Tehsil Mant. It was informed that despite discussions held on 09.08.2023 with the administration and concerned farmer Shri Pawan Kumar at Police Station Naujhil, obstructions continued to affect progress. In view of this, PASTL sought appropriate instructions and deployment of police force from PS Naujhil to avoid further delay in this project.
- 146.** On **12.08.2023**, PASTL addressed a letter to the Sub-District Magistrate, Mant (Mathura), seeking administrative and police support for completion of the remaining jumper and OPGW stringing work at Village Raipur, Tehsil Mant. Referring to persistent obstructions by certain landowners—particularly Shri Balbir Singh—and in continuation of discussions held with the Tehsildar on 09.08.2023, PASTL assured that any outstanding crop compensation would be disbursed by Revenue Department upon verification. In light of these assurances, the letter requested appropriate directives to the concerned police station and deployment of adequate police force to ensure timely completion of the Project.
- 147.** As is evident from the foregoing, PASTL faced prolonged and severe law and order obstructions during the construction of the 765 kV D/C Sikar-II - Aligarh Transmission Line across multiple districts in Haryana and Uttar Pradesh. Despite having secured statutory approvals under the Electricity Act, 2003 and Indian Telegraph Act, 1885, the project was persistently hindered by landowner resistance, compensation disputes, threats to personnel, repeated thefts, vandalism, and inclement weather conditions. On account of theft, transmission towers were severely damaged and were again erected leading to substantial delay in implementation. The obstructions led to a delay of 442 days. PASTL made sustained efforts to

engage with district authorities and sought repeated intervention through administrative and police support to address the disruptions. The cumulative impact of these repeated, unpredictable, and uncontrollable events constituted a delay that was beyond PASTL's control and qualifies as a *Force Majeure* event under Article 11 of the TSA.

- 148.** In terms of Article 11.5 of the TSA, notices dated 08.07.2022, 11.07.2022, 08.08.2022, 16.08.2022, 18.08.2022, 14.12.2022, 25.01.2023, 18.04.2023, and 04.07.2023, 12.08.2023 were served on the LTTCs in relation to the delay on account of severe law and order issues.
- 149.** The following documents in regard to the delay due to severe law and order obstructions during the construction 765 KV D/Sikar-II - Aligarh Transmission Line are attached herewith and marked as **Annexure '15' (Colly.)**:
- a) **Annexure '15A'** – Letter dated 07.07.2022 issued by PASTL to the Deputy Collector, Tehsil Mat, District Mathura, Uttar Pradesh;
 - b) **Annexure '15B'** – Letter dated 08.07.2022 issued by PASTL to the Station House Officer ('**SHO**'), Punhana Police Station, District Nuh, Haryana;
 - c) **Annexure '15C'** – Letter dated 11.07.2022 issued by PASTL to the District Magistrate, Mathura, Uttar Pradesh;
 - d) **Annexure '15D'** – Letter dated 08.08.2022 issued by PASTL to Deputy Commissioner, Nuh (Mewat), Haryana;
 - e) **Annexure '15E'** – Letter dated 10.08.2022 issued by PASTL to City Magistrate, Palwal, Haryana;

- f) **Annexure '15F'** – Letter dated 12.08.2022 issued by PASTL to Deputy Commissioner, Nuh (Mewat), Haryana;
- g) **Annexure '15G'** – Letter dated 13.08.2022 issued by PASTL to District Magistrate, Mathura, Uttar Pradesh;
- h) **Annexure '15H'** – FIR No. 0291 dated 15.08.2022 lodged by KPTL at Police Station Firozpur Jhirka, Nuh Haryana;
- i) **Annexure '15I'** – Letter dated 16.08.2022 issued by PASTL to City Magistrate, Palwal, Haryana;
- j) **Annexure '15J'** – Letter dated 17.08.2022 issued by PASTL to SHO, Police Station Naujhil, District Mathura, Uttar Pradesh;
- k) **Annexure '15K'** – Letter dated 18.08.2022 issued by PASTL to City Magistrate, Palwal, Haryana;
- l) **Annexure '15L'** – FIR No. 0336 dated 19.08.2022 lodged by KPTL at Police Station Punhana, District Nuh, Haryana;
- m) **Annexure '15M'** – Complaint dated 21.08.2022 by KPTL to Police Station Kosi Kalan, Mathura;
- n) **Annexure '15N'** – Letter dated 22.08.2022 issued by PASTL to Superintendent of Police, Nuh (Mewat), Haryana;
- o) **Annexure '15O'** – Order dated 22.08.2022 passed by District Magistrate, Palwal, Haryana;
- p) **Annexure '15P'** – Complaint dated 23.08.2022 by KPTL to Police Station Bichhor, Nuh (Mewat), Haryana;
- q) **Annexure '15Q'** – Letter dated 25.08.2022 issued by PASTL to the SHO, Police Station Naujhil, District Mathura, Uttar Pradesh;

- r) **Annexure '15R'** – Letter dated 26.08.2022 issued by Deputy Commissioner, Nuh to Superintendent of Police, Nuh and the Sub-Divisional Officer (Civil), Punhana, Haryana;
- s) **Annexure '15S'** – Letter dated 05.09.2022 issued by PASTL to Deputy Commissioner, Nuh (Mewat), Haryana;
- t) **Annexure '15T'** – Letter dated 04.10.2022 issued by PASTL to Deputy Commissioner, Nuh (Mewat), Haryana;
- u) **Annexure '15U'** – Letter dated 11.10.2022 issued by PASTL to the Deputy Commissioner, Nuh (Mewat), Haryana;
- v) **Annexure '15V'** – Letter dated 18.10.2022 issued by PASTL to Deputy Commissioner, Nuh, Haryana;
- w) **Annexure '15W'** – Complaint dated 22.10.2022 by KPTL to Police Station Punhana, Nuh, Haryana;
- x) **Annexure '15X'** – FIR No. 0224 dated 09.11.2022 lodged by KPTL at Police Station Bichhor, District Nuh, Haryana;
- y) **Annexure '15Y'** – Letter dated 18.11.2022 issued by PASTL to the Deputy Commissioner, Nuh, Haryana;
- z) **Annexure '15Z'** – Letter dated 19.11.2022 issued by PASTL to Police Station In-Charge, Bichchor, Tehsil Punhana, District Nuh (Mewat), Haryana;
- aa) **Annexure '15AA'** – Complaint dated 02.12.2022 by KPTL to Police Station Punhana, District Nuh, Haryana;
- bb) **Annexure '15BB'** – Complaint dated 07.12.2022 by KPTL to Police Station Kosi Kalan, District Mathura;

- cc) **Annexure '15CC'** – Letter dated 13.12.2022 issued by PASTL to Sub-Divisional Officer, Hodal, District Palwal, Haryana;
- dd) **Annexure '15DD'** – Letter dated 13.12.2022 issued by PASTL to Deputy Commissioner, Nuh (Mewat), Haryana;
- ee) **Annexure '15EE'** – Letter dated 13.12.2022 issued by PASTL to Superintendent of Police, Nuh (Mewat), Haryana;
- ff) **Annexure '15FF'** – Letter dated 15.12.2022 issued by PASTL to Deputy Commissioner, Nuh (Mewat), Haryana;
- gg) **Annexure '15GG'** – Letter dated 28.12.2022 issued by Deputy Commissioner, Palwal to the Superintendent of Police, Palwal;
- hh) **Annexure '15HH'** – Letter dated 28.12.2022 issued by Deputy Commissioner, Palwal to the Sub-Divisional Officer (Civil), Hodal;
- ii) **Annexure '15II'** – Letter dated 28.12.2022 issued by PASTL to City Magistrate, Palwal, Haryana;
- jj) **Annexure '15JJ'** – FIR No. 0330 dated 31.12.2022 lodged by KPTL at Police Station Pinangwa, District Nuh, Haryana;
- kk) **Annexure '15KK'** – Letter dated 24.01.2023 issued by KPTL to PASTL;
- ll) **Annexure '15LL'** – Complaint dated 24.01.2023 by KPTL to Police Station Hasanpur, Hodal, District Palwal;
- mm) **Annexure '15MM'** – Letter dated 31.01.2023 issued by PASTL to Deputy Commissioner, Nuh (Mewat), Haryana;
- nn) **Annexure '15NN'** – Letter dated 23.02.2023 issued by PASTL to the City Magistrate, Palwal, Haryana;

- oo) **Annexure '15OO'** – Letter dated 23.02.2023 issued by General Manager (T) & Project Director, CMU-Mathura to PASTL;
- pp) **Annexure '15PP'** – Letter dated 24.02.2023 issued by Deputy Commissioner, Palwal, through the City Magistrate to the Superintendent of Police, Palwal;
- qq) **Annexure '15QQ'** – Letter dated 18.04.2023 issued by PASTL to the District Magistrate, Mathura, Uttar Pradesh;
- rr) **Annexure '15RR'** – Letter dated 04.07.2023 issued by PASTL to the Sub-District Magistrate, Mant (Mathura), Uttar Pradesh;
- ss) **Annexure '15SS'** – Letter dated 04.08.2023 issued by PASTL to the Tehsildar, Tehsil Mant, Mathura, Uttar Pradesh;
- tt) **Annexure '15TT'** – Letter dated 10.08.2023 issued by PASTL to the Sub-District Magistrate, Mant (Mathura), Uttar Pradesh;
- uu) **Annexure '15UU'** – Letter dated 12.08.2023 issued by PASTL to the Sub-District Magistrate, Mant (Mathura), Uttar Pradesh;
- vv) **Annexure '15VV'** – Force Majeure Notice dated 08.07.2022 from PASTL to the LTTCs
- ww) **Annexure '15WW'** – Force Majeure Notice dated 11.07.2022 from PASTL to the LTTCs
- xx) **Annexure '15XX'** – Force Majeure Notice dated 08.08.2022 from PASTL to the LTTCs
- yy) **Annexure '15YY'** – Force Majeure Notice dated 16.08.2022 from PASTL to the LTTCs

- zz) **Annexure '15ZZ'** – Force Majeure Notice dated 18.08.2022 from PASTL to the LTTCs
- aaa) **Annexure '15AAA'** – Force Majeure Notice dated 10.11.2022 & 14.12.2022 from PASTL to the LTTCs
- bbb) **Annexure '15BBB'** – Force Majeure Notice dated 25.01.2023 from PASTL to the LTTCs
- ccc) **Annexure '15CCC'** – Force Majeure Notice dated 18.04.2023 from PASTL to the LTTCs
- ddd) **Annexure '15DDD'** – Force Majeure Notice dated 04.07.2023 from PASTL to the LTTCs
- eee) **Annexure '15EEE'** – Force Majeure Notice dated 12.08.2023 from PASTL to the LTTCs

E) DELAY IN ALLOTMENT OF SIKAR-II SUBSTATION LAND (560 DAYS)

150. It is submitted that, during the period from 28.05.2022 - 08.12.2023, the progress of the transmission project was affected on account of non-finalization of the Sikar II Substation land which was under the scope of POWERGRID Sikar Transmission Limited (PSTL, Upstream project). In this regard, reliance is placed on the schedule -2 of the TSA dated 02.11.2020, wherein the following was proposed -

TSA dated 02.11.2020

Note:

- i. * 2 nos. of 765kV GIS line bay modules (up to SF6 to Air bushing outside GIS hall) are already available at Aligarh(GIS) Substation. TSP shall utilize the same for termination of Sikar-II - Aligarh(GIS) 765kV D/c line at Aligarh.
- ii. Developer of Sikar-II S/s to provide space for 2 no of 765 kV bays and space for 2 no of switchable line reactors at Sikar-II substation.

- 151.** In view of the above, PASTL was to construct 02 no bays at Sikar-II substation which was under the scope of PSTL (100% subsidiary of POWERGRID) and PSTL was to provide space for the 02 nos bays to Petitioner. However, land acquisition for the Sikar-II substation got delayed in District Sikar, Rajasthan on account of force majeure events. Due to delay in allotment of Sikar substation, PASTL line route could not be finalised and also bays to be implemented at Sikar-II substation got delayed which qualifies as a force majeure event not attributable to PASTL. The details of the same are as below:
- 152.** PSTL started land acquisition process immediately after the license was granted. However, land acquisition process faced various issues due to ownership and the presence of Khejri trees, which are culturally significant in Rajasthan. On **12.07.2021**, POWERGRID addressed a letter to the Central Electricity Authority (CEA), highlighting challenges in acquiring land for the Sikar-II Substation under Rajasthan (Phase-II) Part-C being implemented by PSTL. Accordingly, POWERGRID identified an alternative site about 8 km away from the designated area. POWERGRID sought CEA's approval for the new substation location to ensure project progress and adherence to the 18-month timeline.
- 153.** On **31.03.2023**, POWERGRID, addressed a letter to the District Collector and Magistrate, Sikar, requesting the allotment of 45 hectares of government land for establishing the 765/400 KV Sikar-II Sub-Station associated with the 765 KV D/Sikar-II - Aligarh Transmission Line. The land was identified in Village Jurathda, Tehsil Sikar, covering Khasra Nos. 1210, 1211, 1212, 1213, 1245, 1246, 1247, 1248, 1249, 1250, and 1251. PASTL requested urgent allotment of the identified land, emphasizing the need for early completion to meet the compressed project timeline and achieve the renewable energy targets.

- 154.** On **20.04.2023**, POWERGRID addressed a letter to the Joint Secretary (Transmission), MoP, Government of India, highlighting the difficulties in acquiring land for the 765/400kV Sikar-II Substation. Despite extensive efforts, including direct negotiations, involvement of land aggregators, and publishing Expressions of Interest, only 65% of the required 40 hectares could be acquired. The challenges arose due to fragmented landholdings, numerous stakeholders, and the absence of a contiguous parcel within the 5 km boundary specified in the RfP document. Considering the ground realities and the potential impact on project timelines, POWERGRID requested a relaxation of the land acquisition radius from 5 km to 10 km to ensure smooth project execution.
- 155.** On **06.06.2023**, the MoP, Government of India issued minutes of a meeting held on 22.05.2023 chaired by the Secretary (Power) to discuss the progress and challenges in under-construction and planned transmission projects. In the meeting land acquisition for the Sikar-II Substation issue was discussed, where POWERGRID faced difficulties in acquiring land within the 5 km boundary specified in the RfP document. POWERGRID identified a suitable location 10 km away and requested approval for relocation. The CEA clarified that since Sikar-II Substation is an intermediate substation, the land acquisition radius could be relaxed to 10 km. It was decided that the MoP would issue a DO letter to the Government of Rajasthan to permit POWERGRID to commence work at the identified site until the formal land transfer is completed.
- 156.** On **08.12.2023**, the District Collector, Sikar issued an order for the allotment of 45.78 hectares of land to PSTL for the establishment of the 765/400 kV Sikar-II Substation under the Rajasthan Tenancy (Government) Rules, 1955.

The land, located in village Jurathad, Tehsil Sikar, was barren land as per the Revenue Department's circular dated 02.03.1987.

- 157.** The above-mentioned communications and letters clearly demonstrate that the delay in the project was got further delayed to the process of acquiring land for the Sikar-II Substation under Rajasthan (Phase-II) Part-C. The delay was beyond PASTL's control and was caused by challenges in land acquisition, including fragmented ownership, the presence of Khejri trees (of cultural significance), and difficulties in finding contiguous land within the 5 km boundary specified in the RfP documents. The delay in allotment of land, amounting to 560 days (28.05.2022 to 08.12.2023), was not deliberate or intentional but a result of procedural and acquisition challenges, qualifying as a force majeure event.
- 158.** The following documents in regard to the delay due to allotment of land for Sikar-II Sub-station in District Sikar, Rajasthan are attached herewith and marked as **Annexure '16' (Colly)**:
- a) **Annexure '16A'** – Letter dated 12.07.2021 issued by POWERGRID to Central Electricity Authority;
 - b) **Annexure '16B'** – Letter dated 31.03.2023 issued by POWERGRID to District Collector and Magistrate, Sikar;
 - c) **Annexure '16C'** – Letter dated 20.04.2023 issued by POWERGRID to Joint Secretary (Transmission), MoP, Government of India;
 - d) **Annexure '16D'** – Order dated 08.12.2023 issued by District Collector, Sikar for allotment of land to PSTL.
- 159.** In view of the above, it is submitted that abovementioned Force Majeure activities spanning for 790 days (non overlapping) were beyond the control

of the Petitioner, however, by adopting prudent utility practices, Project was commissioned with a delay of only 673 days. Hon'ble Commission is requested to condone the delay in commissioning of the project.

EXTENSION OF THE TERM OF THE CONTRACT/TSA PERIOD

- 160.** In terms of the TSA, the Tariff is granted to PASTL for a period of 35 years from the SCOD i.e. 08.12.2022. In the bid submitted by PASTL, year wise bid for every year was provided and tariff stream in the bid was made on the basis that the cash flow from the SCOD would commence. As submitted hereinabove, the SCOD was delayed due to the above force majeure reasons not attributable to PASTL.
- 161.** On account of the above, PASTL could only start recovering transmission charges for Element Nos. 1 to 3 effective from 10.10.2024. As a consequence, PASTL could not recover the tariff for the period from 08.12.2022 (SCOD) to 10.10.2024 (Actual COD). Since the term of the TSA is 35 years from the COD, there is an under-recovery of the tariff by 673 days from Element Nos. 1 to 3. The above has impacted the revenue stream of PASTL on account of force majeure reasons which were beyond the control of PASTL.
- 162.** PASTL submits and prays that extension of the term of the TSA be granted, proportionate to the loss of 673 days in consonance with the provisions of the TSA. In this regard, the definition of Contract Year in the TSA, inter-alia, reads as under:

***"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;*

- 163.** Further, it would be relevant to consider the following definitions and provisions of the TSA:

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

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

- 164.** It is apparent that the expiry date of the TSA is linked to the SCOD of the project, i.e., 35 years from the SCOD of the project. It is also evident from the definition of 'Scheduled COD' that the SCOD of the project can be extended mutually by the parties or in terms of provisions stipulated in Article 4.4. Therefore, the expiry date needs to be adjusted in accordance with the extended SCOD of the project. In other words, the 'expiry date' of the TSA may be refixed to a new date 35 years after the commencement of the revised SCOD on 10.10.2024.

- 165.** Further, as per Article 2.2 of the TSA, the Agreement shall remain effective until the Expiry Date, i.e., 35 years from the extended SCOD. The relevant extract of the TSA is as under:

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

.....

2.2 Term and Termination:

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

this regard in terms of the procedures laid down by the Appropriate Commission for such matters.

2.2.2 This Agreement shall terminate before the Expiry Date:

- a. If a Termination Notice is served in accordance with Article 13*
- i. by the Majority Long Term Transmission Customers following a TSP Event of Default; or*
- ii. by the TSP following the Long Term Transmission Customers Event of Default;*
- b. If the Long Term Transmission Customers or the TSP serves a Termination Notice in accordance with Article 3.3.2 and 3.3.4.”*

166. Since the Agreement shall remain effective from the COD till the expiry date, PASTL shall remain entitled to tariff recovery for the entire duration of the Agreement i.e. 35 years.

167. From the combined reading of the provisions of the TSA, it can be concluded that the recovery of tariff for the entire duration of the contract can be ensured only if the tariff stream is shifted as per the extended SCOD and 'expiry date' in terms of Article 4.4 of the TSA. Accordingly, the First Contract year shall be the contract year in which the PASTL declared COD in the instant case for respective elements.

168. It is submitted that the recovery of tariff for the entire duration of the contract can only be ensured only if the tariff stream is shifted as per the extended SCOD and expiry date in terms of Article 4.4 of the TSA. The above interpretation is also consistent with the intent of the Ministry of Power as reflected in new Standard Bid Documents ('**SBDs**') issued on 06.08.2021 where in the Ministry of Power has provided adequate clarity in the new TSAs in the form of illustration to ensure recovery of the transmission tariff for the entire term of 35 years.

- 169.** This Hon'ble Commission in Petition No. 87/MP/2022 vide its Order dated 13.05.2024, in deciding another TBCB scheme has allowed 1st year quoted tariff from the COD of the element.
- 170.** In light of the above, it is prayed that PASTL be entitled to receive the quoted tariff for 35 years commencing from the extended SCOD of 10.10.2024 i.e. 1st contract year tariff from revised SCOD may be allowed.

INCREASE IN COST ON ACCOUNT OF ABOVE FORCE MAJEURE/ CHANGE IN LAW EVENTS

- 171.** The following Change in Law Events and Force Majeure Events has resulted in cost overrun during the implementation of the Project:
- A. Increase in Acquisition Price
 - B. Payment of Land Compensation in State of Haryana
 - C. GIB claim for suspension of Period/ PV & Idling
 - D. Cost on account of non-finalisation of Sikar-II substation land
 - a. Cost overrun on account increase in line length
 - b. Increase in cost of Reactor Pkg due to handling, storage & transportation cost
 - E. Increase in IDC/IEDC

A) INCREASE IN ACQUISITION PRICE

- 172.** It is submitted that PFCCL was appointed as the BPC by the Ministry of Power, Government of India, vide Gazette Notification dated 27.01.2020 for the purpose of selection of bidder to establish the subject Transmission Project through Tariff Based Competitive Bidding Process and was initially the 100% shareholder of Sikar-II Aligarh Transmission Limited.

- 173.** The BPC published notice for RfP for the subject Transmission Project on 06.03.2020. The last day of submission of the bid was specified as 08.05.2020 which was later extended to 28.12.2020.
- 174.** That prior to bid submission, BPC vide its email/letter dated 22.12.2020 had intimated to the bidders that the Acquisition Price payable by the Selected Bidder for Acquisition of 100% of equity shareholding of Sikar-II Aligarh Transmission Limited (now PASTL) along with all its related assets and liabilities as Rs. 20,55,57,542/-.
- 175.** However, subsequent to bidding and during acquisition (after the cut off i.e. 7 days before bid deadline of 21.12.2020), BPC vide letter dated 25.03.2021 intimated to the successful bidder that the final price is Rs. 21,55,59,413/-. Therefore, the Acquisition Price had increased by Rs. 1,00,01,871/- which has been tabulated below:

Tentative Acquisition Price (Rs.)	Final Acquisition Price (Rs.)	Difference (Rs.)
20,55,57,542/-	21,55,59,413/-	1,00,01,871/-

- 176.** The aforesaid amount has duly been paid to the BPC and the SPV was acquired by POWERGRID. The Petitioner also issued Change in Law notice to LTTCs on 10.06.2021. Further, this claim under Change in Law has been duly notified by bringing it to the notice of the LTTCs and to this Hon'ble Commission along with documentary proof in Petition No. 51/AT/2022 filed for adoption of transmission charges.
- 177.** This Hon'ble Commission vide its Order dated 06.05.2022 passed in Petition No. 51/AT/2022 had granted PASTL the liberty to claim the above change in law at the appropriate point of time. The relevant extracts of the Order dated

06.05.2022 passed by this Hon'ble Commission in Petition No. 51/AT/2022, *inter-alia*, read as under:

"34. The Petitioner has further submitted that BPC vide letter dated 22.12.2020 had intimated to the bidders that the acquisition price payable by the selected bidder for acquisition of one hundred percent of equity shareholding of Sikar-II Aligarh Transmission Limited along with all its related assets and liabilities as Rs. 205.5557542 million (Rs. 20,55,57,542/-). However, subsequent to the bidding and during acquisition, BPC vide letter dated 25.3.2021 intimated the Petitioner that the final acquisition price is Rs. 215.559413 million (Rs. 21,55,59,413/-), which is higher by Rs. 1,00,01,871 than the amount intimated earlier. The Petitioner has submitted that the aforesaid increase in acquisition price after the bid deadline constitutes a Change in Law event under Article 12.1.1 of the TSA and that the Petitioner has furnished the necessary documentary proof in this regard.

35. We have noted the submissions of the Petitioner. Since the scope of the present Petition is limited to adoption of transmission charges under Section 63 of the Act, the Petitioner is granted liberty to claim the Change in Law relief on this count at the appropriate point of time in accordance with the law."

178. That the following is stated under Article 12.1.1 of the TSA as being within the scope of a Change in law event:

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

....

- any change in the Acquisition Price; or*

....."

179. In terms of the above, the increase in Acquisition price by BPC is Rs. 1,00,01,871/-. It is to be noted that the PASTL has no control over the increase in the acquisition price. It is submitted that an increase in acquisition

price was intimated by BPC (who has acted on behalf of beneficiaries in initiating the competitive bid process) which has been paid to the BPC.

180. The increase in acquisition Price has been allowed as a Change in Law Event by this Hon'ble Commission in the following cases -

- i. POWERGRID Southern Interconnector Transmission System Limited (PSITSL) Vs. Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) & Ors. [Order dated 07.05.2022 in Petition No. 13/MP/2021]. The relevant extracts from the Order dated 07.05.2022, inter-alia, reads as under -

"72. Perusal of above details reveals that the increase of Rs.12,23,718/- is due to increase in expenses and payment of service tax to the Government of India. As per sixth bullet under Article 12.1.1 of the TSA, 'any change in the acquisition price constitutes a Change in Law event. In view of the above, the POWERGRID is entitled to relief for Change in Law on account of an increase in acquisition price."

- ii. POWERGRID Jabalpur Transmission Limited Vs. Maharashtra State Electricity Distribution Company Limited & Ors. [Order dated 28.10.2021 in Petition No. 610/MP/2021].

181. In light of the above, it is submitted that such an increase in the acquisition price after the bid deadline constitutes a Change in Law event in terms of Article 12.1.1 of the TSA.

182. It is submitted that as per the auditor-certified calculation, net increase in cost of the project due to increase in acquisition price after cut-off date is Rs. 12.59 lakhs inclusive of IDC & IEDC.

183. The following documents in regard to the change in law event of increase in acquisition price are being attached herewith and marked as **Annexure '17' (Colly.):**

- a) **Annexure '17A'** – Copy of email/Letter dated 22.12.2020 from PFCCL to POWERGRID informing pre-bidding acquisition price;
- b) **Annexure '17B'** – Copy of letter dated 25.03.2021 from PFCCL to POWERGRID informing revised acquisition price.
- c) **Annexure '17C'** – Copy of letter dated 26.03.2021 from POWERGRID to PFCCL.
- d) **Annexure '17D'** – Change in Law notice dated 10.06.2021 to LTTCs.

B) PAYMENT OF LAND COMPENSATION IN THE STATE OF HARYANA

184. During the execution of the subject Transmission Project by the PASTL, a substantial portion of the transmission line alignment fell within the State of Haryana. The Government of Haryana issued a notification introducing a mandatory compensation regime for erection of transmission lines. This notification imposed new financial liabilities upon transmission licensees, requiring them to pay compensation to landowners for both crop damage and diminution in land value, even where no land acquisition had taken place.

185. On 09.03.2022 i.e. after the cut-off date, the Government of Haryana, in exercise of its powers under Sections 67 and 68 of the Electricity Act, 2003, issued a notification published in the Haryana Government Gazette Extraordinary (No. 43-2022/Ext.), introducing a mandatory compensation regime for erection of transmission lines. Under this notification,

compensation is mandatorily payable in two components. First, for crop damage, compensation must be paid at all stages of transmission line construction, such as casting of tower foundations, erection of towers, and stringing of conductors. This compensation is to be determined based on certificates issued by the Patwari or any higher officer of the Revenue Department. Second, in addition to crop loss, the State Government has mandated payment of 100% of the Collector Rate of land for the base area of each tower (i.e., the area between the four legs of the tower), despite no acquisition taking place.

- 186.** On 29.09.2022, PASTL issued notices of change in law in compliance of the Article 12.3 all LTTCs separately, notifying the occurrence of the Change in Law event. The said notice recorded that the newly introduced policy of the Government of Haryana requiring 100% Collector Rate compensation for tower base areas without land acquisition would increase the cost of the project and could also impact the project timeline.
- 187.** The imposition of such compensation obligations, which did not exist at the time of bid submission, squarely falls within the scope of a "Change in Law" as defined under Article 12.1.1 of the Transmission Service Agreement (TSA), as it constitutes a governmental notification issued after the Bid Deadline cut-off date i.e., 21.12.2020, resulting in additional non-recurring expenditure for the PASTL.
- 188.** It is submitted that the PASTL has already incurred substantial costs in compliance with the said policy, which were neither contemplated nor foreseeable at the time of bidding. The additional costs on account of land compensation have been duly verified and certified by the statutory auditor. The net increase in cost due to the implementation of the compensation policy, as per auditor-certified calculation, is estimated at Rs. 244.21 lakhs

including IDC & IEDC. Further, any time impact due to implementation of this notification shall also be submitted for the consideration of this Hon'ble Commission in due course.

189. The following documents in regard to the change in law event payment of land compensation in the State of Haryana are being attached herewith and marked as **Annexure '18' (Colly.):**

- a) **Annexure '18A'** – Copy of the Haryana Government Gazette Notification dated 09.03.2022,
- b) **Annexure '18B'** – Copy of the Change in Law Notices dated 29.09.2022 issued to LTTCs separately,

C) ADDITIONAL COST DUE TO GIB CLAIM AND PRICE VARIATION CLAIM BY CONTRACTOR FOR SUSPENSION OF WORK DUE TO ORDER DATED 19.04.2021 PASSED BY THE HON'BLE SUPREME COURT

190. As already submitted herein above, on account of Order dated 19.04.2021 passed by the Hon'ble Supreme Court, this Hon'ble Commission in its Order dated 26.08.2021 in License Petition 139/TL/2021 observed that though no elements of the transmission Project fall within the priority or the potential habitat of GIB, however, elements which are up-stream to this Project and are part of the Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited clearly fall within the potential habitat of GIB and hence it shall not be appropriate to deal with transmission Project in isolation and separately. The relevant extracts of the Order dated 26.08.2021 in 139/TL/2021 provided as below:

"15. We have considered the submissions made by the parties. Based on the details furnished by the Petitioners and CTU as given in tables under paragraph 10 and paragraph 11 above, we note that while none

of the elements of the Projects concerned in these Petitions fall within the priority habitat of GIB in terms of the Hon'ble Supreme Court's order dated 19.4.2021, the complete Project of Fatehgarh Bhadla Transco Limited and a part of the Project of Sikar New Transmission Limited along with the various up-stream and down-stream systems to both these Projects, fall within the potential habitat of GIB. We further note that no elements of the Project of Sikar-II Aligarh Transmission Limited fall within the priority or the potential habitats of GIB. However, elements which are up-stream to this Project and are part of the Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited clearly fall within the potential habitat of GIB. In response to a specific query of the Commission, the representative of CTU unequivocally admitted that the Project of Sikar-II Aligarh Transmission Limited will not serve its intended purpose unless the upstream Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited are implemented together and simultaneously. Therefore, we are of the view that it shall not be appropriate to deal with the Project of Sikar-II Aligarh Transmission Limited in isolation and separately from the Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited and it would be prudent to deal with all the three Projects together."

- 191.** In view of the above, even though the transmission project implemented by PASTL did not fall within the GIB Area and as such not bound by the order dated 19.04.2021 passed by the Hon'ble Supreme Court, this Hon'ble Commission had not allowed the Petition for grant of license and adoption of tariff sighting clarity of the upstream transmission projects being implemented for evacuation of power from Bhadla-II-Sikar-II-Aligarh 765 kV Corridor consequent to the directions of the Hon'ble Supreme Court in the Order dated 19.04.2021.
- 192.** It is only after the decision of the Committee in regard to laying of overhead lines in the cases of POWERGRID Sikar Transmission Limited on 13.01.2022, POWERGRID Sikar Transmission Limited and consequently PASTL could approach this Hon'ble Commission for grant of license and adoption of tariff.

- 193.** Subsequently, this Hon'ble Commission vide Order dated 28.05.2022 passed in Petition No. 50/TL/2022 granted license to PASTL. Till the grant of transmission license, no work could be taken up by PASTL and Construction activities of the transmission line packages (viz. Foundation, Erection and Stringing) were suspended.
- 194.** That Contractor agencies, engaged for implementation of the subject project, claimed that due to suspension of construction activities related to foundation, erection and stringing, they have incurred additional expenditure during suspended period for demobilization, idling of resources/ dedicated manpower, tools & plants, expenditure on account of recurring cost-to fulfil contractual obligations (maintaining least establishments, watch & ward, BG and Insurance charges), and remobilization cost.
- 195.** Additionally, Contractor agencies demanded Price Variation due to Cost escalation in commodities like labour wages, Aluminium, steel, HSD, etc. which are primary raw materials required in execution activities of projects and fuel, increase in Supply cost, Expenses toward BG, Insurance, Warranty Charges, Overheads etc. citing the following:
- a. Contractor agencies stated that execution of any project involves detailed Project planning considering-Scope, Mile Stone, Time frame and Resources. Based on these factors, contracts are placed/awarded on various Sub vendors for deployment of resources. However, as the work was suspended by PASTL during contractual duration on immediate basis with no certainty about revoking the suspension, agencies were left with no option other than to demobilize manpower, T&P, resources involved in projects. Due to Contractual binding of agencies with vendors whose resources are involved in project, demobilization of manpower, T&P,

Resources involved cannot be done instantly. Therefore, they had to bear additional expenses for payment for additional buffer time period/Notice Period against resources deployed.

- b. Contractor agencies have stated that they have established project and site offices in addition to the office of the project manager and stores. They have also stated that vehicles were deployed at sites.
- c. Contractor agencies have also stated that the bank guarantees and insurance policies taken under the contracts have been kept valid and the same would be required to be kept for an additional period beyond the contractual schedule. After resumption of works, agency had to remobilize manpower, resources, T&P.

Therefore, Agencies had borne additional expenses for transportation of resources deployed.

196. PASTL had no option but to pay these charges to Contractor Agencies as these costs/expenses incurred by them were on account of suspension of the works directly attributable to the Order dated 26.08.2021 passed by this Hon'ble Commission.

197. In light of the above, PASTL incurred following additional expenditure towards claims made by Contractor agencies on account of suspension of work due to the Order dated 06.08.2021 passed by this Hon'ble Commission:

Rs in Lakhs

Particulars	Basic amount	IDC	IEDC	Total
GIB claim for suspension Period & Price Variation	675.81	60.95	15.45	752.21

- 198.** Above cost overrun constitutes a new imposition and constitutes as a Change in Law under Article 12 of the TSA. The Order dated 26.08.2021 passed by this Hon'ble Commission is a Change in Law event as per Article 12 of the TSA.
- 199.** PASTL in the meanwhile, issued a Force Majeure and **Change in Law notice** dated 08.09.2021 to the LTTCs under Article 11 and 12 of TSA respectively seeking an extension of time as well as compensation on account of the Order dated 06.08.2021 passed by this Hon'ble Commission.
- 200.** The net increase in cost due to the GIB claim for suspension Period & Price Variation, as per auditor-certified calculation, is estimated at Rs. 752.21 lakhs.

D) COST OVERRUN ON ACCOUNT OF NON-FINALISATION OF SIKAR-II SUBSTATION LAND

- 201.** It is submitted that, during the period from 31.03.2023 - 08.12.2023, the progress of the transmission project was affected on account of non-finalization of the Sikar II Substation land which was under the scope of POWERGRID Sikar Transmission Limited (PSTL, Upstream project).
- 202.** As already mentioned, in terms of the TSA, PASTL was to construct 02 no bays at Sikar-II substation being implemented by PSTL (100% subsidiary of POWERGRID) and PSTL was to provide space for the same. However, land acquisition for the Sikar-II substation got delayed in District Sikar, Rajasthan on account of force majeure events. Due to delay in allotment of Sikar substation, PASTL line route could not be finalised and also bays to be implemented at Sikar-II substation got delayed which qualifies as a force majeure event not attributable to PASTL.

- 203.** Following cost overrun was incurred by Petitioner on account of non-finalization of the Sikar II Substation land

I. TEMPORARY STORAGE OF REACTOR AT DIFFERENT STORAGE FACILITY

- 204.** Petitioner had awarded the separate LOAs for supply and installation of Reactors (*06 Nos, 1 Ph 765kV 110 MVar Reactor*) at Sikar-II to M/s GE T&D India Limited (GE T&D). GE T&D dispatched the Reactors as per schedule provided under LOA. However, the storage facility at Sikar-II substation was not available at that point of time as the land for Sikar-II substation was yet to be finalized due to the delay in issuance of transmission license to PSTL on account of GIB issue and subsequent non allotment of land.
- 205.** Hence, the Reactors (*06 Nos, 1 Ph 765kV 110 MVar Reactor*) were diverted to Sikar (Old) substation and were temporary stored during the period progressively from June'22 to Aug'24 To facilitate this activity, GE T&D performed following additional scope;
- a. Shifting & Unloading Reactors to Sikar (Old) substation - Reactors were shifted temporary and stored till availability of Sikar-II substation.
 - b. Oil Filling - Reactors were to be kept at oil filling conditions as per technical guidelines/criterion.
- 206.** amendments were made to the packages of GE T&D, which had the following cost implications:-

Sr. No.	Equipment Name	Description	Amount (Rs. In Lakhs)
1	Reactor	PART-1_Oil Filling	48.21

2	PART-2_Shifting & Unloading Reactors	174.8
	Total Amount excluding GST	223.01
	Total Amount including GST	263.15

207. In the light of the above, it is submitted that the above expenditure is on account of the delay of issuance of transmission license to PSTL due to GIB issue and subsequent non allotment of land which led to the delay in finalization of Sikar-II substation land, and therefore, qualifies as a Change in Law under Article 12 of the TSA. Hence, the additional expenditure of **Rs. 2.63 Crs** towards temporary storage of Reactors (06 Nos, 1 Ph 765kV 110 MVAR Reactor) is being claimed as Change in Law event.

208. The following documents in regard to the change in law event for award of new contracts of Sikar-II substation are being attached herewith and marked as Annexure '**19**' (Colly.)

- a) **Annexure '19A'** - Amendment to installation contracts.
- b) **Annexure '19B'** - Change in Law notice dated 16.09.2022 to the LTTCs under Article 12 of TSA

II. COST OVERRUN ON ACCOUNT OF INCREASE IN TRANSMISSION LINE COST OWING TO REVISION OF UNIT COST PRICE OF TOWER PKG

209. It is submitted that the delay in finalization of substation land led to delay in finalization of works related to Transmission line construction, and therefore, the work executing agency, M/s KPTL (Agency) had requested for revision in unit prices of the affected portion of the works. Agency had mentioned that the supplies were kept on hold for affected portion on account of non-

availability of Sikar land, hence they have sought compensation in terms of revised prices for the affected portion.

- 210.** Agency had requested that for Sikar-II – Aligarh line, supply of towers and foundation work of 26 locations (as per original line length) were kept on hold due to non-finalization of SS location at Sikar-II end. Considering the revised location of substation, the line length (of stretch under hold) has increased from 9.172 km to 15.874 km and locations from 26 to 46. Furthermore, agency has mentioned that due to huge surge in the prices of commodities like Steel, Aluminium, Zinc apart from steep increase in cost of diesel and labour since the bid submission date they had already incurred huge additional costs due to unprecedented rise in commodity prices.
- 211.** Considering the above, PASTL was obligated to amend the contract awarded to agency corresponding to increased tower quantity and increased price pertaining to 46 numbers of locations held up due to non-finalization of substation location at Sikar-II. On the basis of the contract amendment, Petitioner paid additional Rs 5.96 Crs including IDC as cost overrun to agency.
- 212.** PASTL in the meanwhile, issued a **Change in Law notice** dated 16.09.2022 to the LTTCs under Article 12 of TSA respectively seeking an extension of time as well as compensation on account of the cost overrun due to delay in allotment of Sikar-II substation land.
- 213.** Above additional payment qualifies as a Force Majeure & Change in Law event as per the Article 11 & 12 of the TSA. Detailed regarding the additional payment are provided as below;

Rs in Lakhs

Particulars	Basic amount	IDC	IEDC	Total
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Cost overrun on account of delay in finalization of Sikar-II substation land				
Increase in transmission line cost owing to revision of unit cost price of tower Pkg	559.64	26.47	10.01	596.12
Increase in cost of Reactor Pkg due to handling, storage & transportation cost due to change in S/Stn land	263.16	-	-	263.16

Hon'ble Commission is requested to allow the above cost overrun as same was incurred on account of Force Majeure & Change in Law event in terms of the TSA and were beyond the control of the Petitioner.

E) IDC/IEDC ON ACCOUNT OF ABOVE FORCE MAJEURE & CHANGE IN LAW EVENTS

- 214.** The cost of the project or the project cost refers to and encompasses within its scope, all costs in regard to the establishment of the project incurred by the entity. These include not only the hard cost of the capital assets (plant, machinery, equipment, etc.) installed in the project but also the interest cost and finance charges during the construction and other soft costs related to the establishment of the project. In the case of tariff applicable to competitively bid transmission projects, an increase in project cost on account of Force Majeure and Change in Law events is required to be fully serviced which inter-alia includes the Interest during construction (IDC) & Incidental expenditure during construction (IEDC) associated with such Force Majeure and Change in Law. All the above cost components arising out of the Force Majeure and Change in Law events have to be considered as an increase in project cost since PASTL would not have been exposed to any of

the above cost components had there been no Force Majeure & Change in Law event.

- 215.** It is submitted that the entire increase in the project cost (100%) on account of the capital expenditure incurred by PASTL by way of Force Majeure and Change in Law includes the funding and financing cost of such capital expenditure, in full, during the construction period and the incidental expenditure incurred owing to Force Majeure & Change in Law events need to be serviced by increase in the transmission charges payable over and above the quoted transmission tariff during the entire period of the Transmission Service Agreement. In order to enable PASTL to be compensated fully for the effect of the Force Majeure & Change in Law events, it should also be entitled to IDC and IEDC.
- 216.** It is respectfully submitted that the issue of entitlement of IDC and IEDC incurred on account of Force Majeure and Change in Law Events is no longer res-integra in view of the judgment of the Hon'ble Appellate Tribunal dated 20.10.2020 in Appeal No. 208 of 2019 in Bhopal Dhule Transmission Company Limited. v. Central Electricity Regulatory Commission and Ors. (**'Bhopal Dhule Judgment'**) and the judgment dated 03.12.2021 in Appeal No. 129 of 2020 in the case of NRSS XXXI (B) Transmission Limited v. CERC and Ors. and Appeal No. 276 of 2021 in Darbhanga-Motihari Transmission Co. Ltd. v. Central Electricity Regulatory Commission and Ors. (**'NRSS Judgment'**).
- 217.** In view of the above, the increase in the Cost of the Project on account of the aforementioned Force Majeure and Change in Law events including IDC & IEDC is worked out as under:

Rs. in Lakhs

S. No.	CIL Events	Basic Amount	IDC	IEDC	Total
1.	Increase in acquisition price by BPC	100.02	22.21	2.36	124.59
2.	Payment of land compensation in Haryana State	229.76	9.44	5.01	244.21
3.	Additional cost incurred on account of GIB & Idling	675.81	60.95	15.45	752.21
4.	Increase in transmission line cost owing to revision of unit cost price of tower Pkg	559.64	26.47	10.01	596.12
5.	Increase in cost of Reactor Pkg due to handling, storage & transportation cost due to change in S/Stn land	263.16	-	-	263.16
6.	IDC & IEDC from SCOD (08.12.2022) to COD (10.10.2024)		12,700.16	426.86	13,127.02
	Grand Total	1828.39	12819.23	459.69	15107.31

218. A copy of the Auditor's Certificate certifying the above computation is attached hereto and marked as **Annexure '20'**.

RELIEF TO BE ALLOWED ON ACCOUNT OF ABOVE FORCE MAJEURE/ CHANGE IN LAW EVENTS

219. That the TSA provides for relief for Change in Law as per the following provisions which are reproduced below:

"12.2 Relief for Change in Law

12.2.1 During Construction Period:

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

*- For every cumulative increase/decrease of **Rs. 5,45,00,000/- (Rupees Five Crore Forty-Five Lakh only)** in the cost of the Project up to the Schedules COD of the Project, the increase/decrease in non-escalable Transmission Charges shall be an amount equal to **0.313 percent (0.313%)** of the Non-Escalable Transmission Charges.*

(emphasis supplied)

- 220.** The impact of Force Majeure and Change in Law events for the construction period is to be allowed by way of an increase in the cost and consequential increase in Non-Escalable Transmission Charges of the Transmission Project.
- 221.** That in accordance with the provisions of Article 12.2.1 of TSA, the commensurate increase in tariff owing to the above, treating the entire increase in project cost on account of Change in Law events as described above, in annual non-escalable transmission charges of PASTL is **8.68% [i.e., 0.313%* (151.07/5.45)]** on account of abovementioned change in law and force majeure events.
- 222.** In addition to the above, it is submitted that PASTL shall be eligible for carrying cost from COD till the date of order to be issued by this Hon'ble Commission at the actual rate of interest paid by PASTL for arranging funds or the rate of interest on working capital as per applicable Tariff Regulations or the late payment surcharge rate as per the TSA, whichever is the lowest.
- 223.** It is submitted that PASTL issued a letter dated 07.01.2025 to all LTTCs and requested the LTTCs to return the Contract Performance Guarantee issued by PASTL in favour of the LTTCs. However, till date, the Respondent - LTTCs have not issued any reply to the above communication issued by PASTL. Therefore, it is submitted that special equities are in favour of PASTL and an

irretrievable injustice of exceptional and irretrievable nature will be caused to PASTL in case the Contract Performance Guarantee is invoked/encashed by the Respondent - LTTCs. It is further submitted that the balance of convenience also lies in the favour of PASTL.

- 224.** PASTL submits that the Contract Performance Guarantee is valid and subsisting. PASTL undertakes to extend the Contract Performance Guarantee and keep the same valid at all times till the final disposal of the Petition by this Hon'ble Commission. PASTL has a prima facie excellent case to succeed in the Petition.
 - 225.** In the above background, PASTL is approaching this Hon'ble Commission praying for appropriate orders for allowing the time extension of 673 days on account of force majeure event and increase of the transmission charges on account of change of law events.
 - 226.** PASTL craves leave of this Hon'ble Commission to amend/alter/delete/ or modify any of the aforesaid ground/submission, which are in the alternative and without prejudice to each other, as when felt necessary.
 - 227.** PASTL undertakes to provide any information or details as sought by this Hon'ble Commission during the course of the proceedings.
 - 228.** PASTL submits that it is entitled to the increase in tariff for the increase in the Cost of the Project on account of Force Majeure/Change in Law falling under Article 12 and this Hon'ble Commission has the jurisdiction under Section 63 read with Section 79 of the Electricity Act, 2003.
- vii. MATTERS NOT PREVIOUSLY FILED OR PENDING WITH ANY OTHER COURT**

PASTL declares that PASTL had not previously filed any writ petition, or suit or petition, in respect of which the present petition is being filed, before any Court or Commission or any other Authority nor any such writ petition, or suit or petition is pending before any of them.

viii. RELIEFS SOUGHT/PRAYER

229. It is, therefore, respectfully prayed that this Hon'ble Commission may be pleased to:

- i) Admit and entertain the present petition under Section 63 read with Section 79 of the Electricity Act, 2003 for claim of the Project being affected by Force Majeure events and Change in Law events and for providing relief under Article 11 and Article 12 respectively of Transmission Service Agreement dated 02.11.2020 as set out hereinabove;
- ii) Hold that PASTL is entitled for time extension of **673 days** on account of Force Majeure conditions and SCOD of the Project would be extended to **10.10.2024**;
- iii) Hold that PASTL shall be entitled to get the increase in cost of Project amounting to **Rs. 151.07 Crore** during execution and completion of the transmission Project.
- iv) Hold that PASTL shall be entitled to increase in adopted annual non-escalable charges by **8.68%** on account of increase in aforementioned cost of project due to Change in Law;
- v) Hold and declare that PASTL be entitled to receive the quoted tariff for 35 years commencing from the revised SCOD of 10.10.2024.
- vi) Hold that PASTL shall be entitled to carrying cost from COD till the date of order to be issued by this Hon'ble Commission;

- vii) Pass an Order restraining the Respondent LTTCs from taking any action coercive and/or preceptive action against PASTL, including but not limited to invocation of the bank guarantee, pending the hearing of the present petition;
- viii) Direct the LTTCs to return the Contract Performance Guarantees;
- ix) Allow recovery of filing fees and legal expenses in regard to the present Petition; and
- x) Pass such further order or orders as this Hon'ble Commission may deem just and proper in the circumstances of the case.

ix. LIST OF ENCLOSURES

As per the Index

PROOF OF PAYMENT OF FEES FOR FILING OF THE PETITION

Unique Online Payment Transaction Number -

Dated at.....this.....day of....2025

Counsel for the Petitioner(s)

Petitioner

KANCHAN
KUMAR
CHOUDHARY

Digitally signed by
KANCHAN KUMAR
CHOUDHARY
Date: 2025.10.01
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DECLARATION

The Petitioner above named hereby solemnly declare(s) that nothing material has been concealed or suppressed and further declare(s) that the enclosures and typed set of material papers relied upon and filed herewith are true copies of the original (s)/fair representation of the originals/true translation thereof.

Verified aton this day of October, 2025.



COUNSEL FOR THE PETITIONER

PETITIONER

VERIFICATION

Verified at New Delhi on this day of, __, that the contents of the above Petitioner are true and correct to my knowledge and no part of it is false and nothing material has been concealed therefrom.

KANCHAN
KUMAR
CHOUDHARY

Digitally signed by
KANCHAN KUMAR
CHOUDHARY
Date: 2025.10.01
18:04:25 +05'30'

PETITIONER/AUTHORIZED OFFICER

DATE: .10.2025

PLACE:

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY COMMISSION AT
6th, 7th & 8th FLOORS, TOWER B, WORLD TRADE CENTRE,
NAUROJI NAGAR, NEW DELHI- 110 029**

PETITION NO. OF 2025

IN THE MATTER OF:

**POWERGRID Aligarh Sikar
Transmission Limited**

...PETITIONER

VERSUS

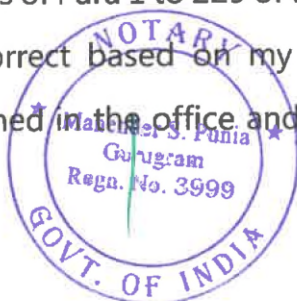
**Adani Renewable Energy Holding
Seventeen Limited
(earlier known as SBE Renewable
Seventeen Private Limited) & ORS.**

...RESPONDENTS

AFFIDAVIT

I, K.K.Choudhury, S/o Shri R K Choudhary, working as Project-in-charge, in POWERGRID Aligarh Sikar Transmission Limited (PASTL) having its registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 do solemnly affirm, and state as follows:

1. That the deponent is the Project-in-charge of Petitioner and is well conversant with the facts and the circumstances of the case and therefore competent to swear this affidavit.
2. That the accompanying Petition under Sections 63 and 79 of the Electricity Act, 2003, has been filed by my authorised representative/nominated counsel under my instruction and the contents of the same are true and correct to the best of my knowledge and belief.
3. That the contents of Para 1 to 229 of the facts mentioned in the Petition are true and correct based on my personal knowledge, belief and records maintained in the office and the contents of Para 1 to 229 of



Signature

the Petition are believed to be true on the basis of the legal advice received.

4. That the annexures annexed to the Petition are correct and true copies of the respective originals.
5. That the Deponent has not filed any other Petition or Appeal before any other forum or court of law with respect to the subject matter of the dispute.

[Signature]
DEPONENT

VERIFICATION:

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

Verified at Gurgaon on this 1st day of October, 2025.

[Signature]
DEPONENT

KANCHAN
KUMAR
CHOUDHARY
Y

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KANCHAN KUMAR
CHOUDHARY
Date: 2025.10.01
18:02:15 +05'30'

ATTESTED
[Signature]
MAHENDER S. PUNIA
Advocate & Notary
Distt. Gurugram (Haryana), India





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 SIKAR-II ALIGARH TRANSMISSION LIMITED is incorporated on this Seventeenth day of May Two thousand twenty under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U40106DL2020GOI363739.

The Permanent Account Number (PAN) of the company is ABDCS6649E *

The Tax Deduction and Collection Account Number (TAN) of the company is DELS83201G *

Given under my hand at Manesar this Seventeenth day of May Two thousand twenty .



Digital Signature Certificate

Mr Parvinder Singh

DEPUTY REGISTRAR OF COMPANIES

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

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

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

SIKAR-II ALIGARH TRANSMISSION LIMITED

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



* as issued by the Income Tax Department

KANCHAN
KUMAR
CHOUDHARY
Digitally signed by
KANCHAN KUMAR
CHOUDHARY
Date: 2025.10.01
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TRANSMISSION SERVICE AGREEMENT

FOR

PROCUREMENT OF TRANSMISSION SERVICES

FOR

**TRANSMISSION OF ELECTRICITY THROUGH
TARIFF BASED COMPETITIVE BIDDING**

FOR

**"TRANSMISSION SYSTEM STRENGTHENING
SCHEME FOR EVACUATION OF POWER FROM
SOLAR ENERGY ZONES IN RAJASTHAN (8.1 GW)
UNDER PHASE-II PART-D"**

BETWEEN

SBE RENEWABLES SEVENTEEN PRIVATE LIMITED

AND

RENEW SURYA AAYAN PRIVATE LIMITED

AND

RENEW SURYA VIHAAN PRIVATE LIMITED

AND

SIKAR-II ALIGARH TRANSMISSION LIMITED

**KANCHAN
KUMAR
CHOUDHARY**

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KANCHAN KUMAR
CHOUDHARY
Date: 2025.10.01
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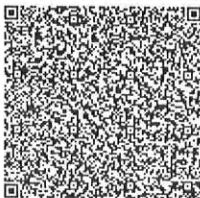
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सत्यमेव जयते

INDIA NON JUDICIAL**Government of National Capital Territory of Delhi****e-Stamp**

Certificate No.	: IN-DL93357180103198S
Certificate Issued Date	: 15-Oct-2020 03:51 PM
Account Reference	: IMPACC (IV)/ dI960303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL96030393837638977076S
Purchased by	: SIKAR II ALIGARH TRANSMISSION LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SIKAR II ALIGARH TRANSMISSION LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: SIKAR II ALIGARH TRANSMISSION LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....

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

Between:

Persons whose names, addresses and other details are provided in Schedule 1 of this Agreement (collectively referred to as the "Long Term Transmission Customers" and individually referred to as the "Long Term Transmission Customer" respectively), which expression shall unless

[Signature]
SBE Renewables Seventeen
Private Limited

[Signature]
Renew Surya Aayan
Private Limited

[Signature]
Renew Surya Vihaan
Private Limited

[Signature]
Sikar-II Aligarh
Transmission Limited

Statutory Alert:

Sikar-II Aligarh Transmission Limited

The document carrying the Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App or 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.

repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the one part;

And

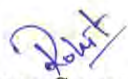
Sikar-II Aligarh Transmission Limited, incorporated under the Companies Act, 2013, having its registered office at First Floor, "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi – 110001 (herein after referred to as Transmission Service Provider or "TSP" which expression shall unless repugnant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

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

AND WHEREAS:

- A) In accordance with the Bidding Guidelines, the Bid Process Coordinator (hereinafter referred to as BPC) had initiated a competitive e-reverse bidding process through issue of RFP for selecting a Successful Bidder to build, own, operate and maintain the Project comprising of the Elements mentioned in Schedule 2 (hereinafter referred to as the Project)
- B) Pursuant to the said e-reverse bidding process, the BPC shall identify the Successful Bidder as the TSP, who will be responsible to set up the Project on build, own, operate and maintain basis and to provide Transmission Service to the Long Term Transmission Customers on the terms and conditions contained in this Agreement and the Transmission License.
- C) The Selected Bidder will acquire one hundred percent (100%) of the equity shareholding of **Sikar-II Aligarh Transmission Limited** along with all its related assets and liabilities in terms of the provisions of the Share Purchase Agreement.
- D) The TSP has agreed to make an application for a Transmission License to the Appropriate Commission for setting up the Project on build, own, operate and maintain basis.
- E) The TSP has further agreed to make an application to the Appropriate Commission for the adoption of the Transmission Charges under Section 63 of the Electricity Act, 2003, along with a certification from the Bid Evaluation Committee in accordance with the Bidding Guidelines issued by Ministry of Power, Government of India.
- F) The Long Term Transmission Customers agree, on the terms and subject to the conditions of this Agreement, to use the available transmission capacity of the Project and pay TSP the Transmission Charges as determined in accordance with the terms of this Agreement.
- G) The terms and conditions stipulated in the Transmission License issued by the Appropriate Commission to the TSP shall be applicable to this Agreement and the TSP agrees to comply with these terms and conditions. In case of inconsistency between the License terms & conditions and the conditions of this Agreement, the conditions stipulated in the License granted by the Appropriate Commission shall prevail.

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

 SBE Renewables Seventeen Private Limited	 Renew Surya Aayan Private Limited	 Renew Surya Vihaan Private Limited	Sikar-II Aligarh Transmission Limited
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ARTICLE: 1

1 DEFINITIONS AND INTERPRETATIONS**1.1 Definitions:**

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

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

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

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

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

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

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

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

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

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

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


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- “Availability”** in relation to the Projector in relation to any Element of the Project, for a given period shall mean the time in hours during that period the Project is capable to transmit electricity at its Rated Voltage and shall be expressed in percentage of total hours in the given period and shall be calculated as per the procedure contained in Appendix-III to Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014 attached herewith in Schedule 9;
- “Bid”** shall mean 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 dated 13th April 2006 under Section 63 of the Electricity Act and as amended from time to time;
- “Bid Process Coordinator”** or **“BPC”** shall mean a person or its authorized representative as notified by the Government of India / concerned State Government, responsible for carrying out the process for selection of Transmission Service Provider;
- “Business Day”** shall mean a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State in which the concerned Long Term Transmission Customers’ registered office is located;
- “CEA”** shall mean the Central Electricity Authority constituted under Section-70 of the Electricity Act;
- “CERC”** shall mean the Central Electricity Regulatory Commission of India constituted under Section-76 of the Electricity Act, 2003 or its successors;
- “Change in law”** shall have the meaning ascribed thereto in Article 12;
- “Commercial Operation Date”** or **“COD”** shall mean the date as per Article 6.2; Provided that the COD shall not be a date prior to the Scheduled COD mentioned in the TSA, unless mutually agreed to by all Parties;


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

“Connection Agreement” shall mean the agreement between the CTU/STU and the TSP, setting out the terms relating to the connection of the Project to the Inter-connection Facilities and use of the Inter State Transmission System as per the provisions of the IEGC/ State Grid Code, as the case may be;

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

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

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

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

“Contract Performance Guarantee” shall mean the irrevocable unconditional bank guarantee, submitted and to be submitted by the TSP or by the Selected Bidder on behalf of the TSP to the Long Term Transmission Customers from a bank mentioned in **Annexure-17** of the RFP, in the form attached here to as Schedule 11, in accordance with Article 3 of this Agreement and which shall include the additional bank guarantee furnished by the TSP under this Agreement;

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

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

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

“D/C” shall mean Double Circuit;


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

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

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

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

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

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

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

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

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

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

“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;

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

“GOI” shall mean Government of India;

“Grid Code”/ “IEGC” or **“State Grid Code”** shall mean the Grid Code specified by the Central Commission under Clause (h) of sub-section (1) of Section 79 of the Electricity

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

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

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

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

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

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

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

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

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

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


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

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

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

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

“Long Term Transmission Customer(s)” shall mean a person availing or intending to avail access to the Inter-State Transmission System for a period up to twenty-five years or more, and for the purposes of this Project, shall refer to entities listed in Schedule 1 of this Agreement or any such other person who executes a Supplementary Agreement for availing Transmission Service as per the provisions of the TSA;

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

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

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

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

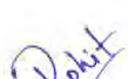
“National Load Despatch Centre” shall mean the centre established as per sub-section (1) of Section 26 of the Electricity Act 2003;

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

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

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


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

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

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

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

“Project” shall mean **“Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase-II Part-D”**, as detailed in Schedule 2 of this Agreement;

“Project Execution Plan” shall mean the plan referred to in Article 3.1.3(0) hereof;

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

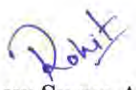
- (i) operation, repair and maintenance guidelines given by the manufacturers to be incorporated in the Project,
- (ii) the requirements of Law, and
- (iii) the physical conditions at the Site;

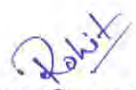
“RFP” shall mean Request For Proposal dated **March 06, 2020** along with all schedules, annexure and RFP Project Documents attached thereto, issued by the BPC for tariff based competitive bidding process for selection of TSP to execute the project, including any modifications, amendments or alterations 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. TSA,
- b. Share Purchase Agreement and,
- c. Any other agreement as may be required;


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

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

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

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

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

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

“Selected Bid” shall mean the Technical Bid and the Final Offer of the Selected Bidder submitted during e-reverse bidding, which shall be downloaded and attached in Schedule 10 on or prior to the Effective Date;

“Share Purchase Agreement” shall mean the agreement amongst ‘PFC Consulting Limited’, ‘Sikar-II Aligarh Transmission Limited’ and the Successful Bidder for the purchase of one hundred (100%) per cent of the shareholding of the ‘Sikar-II Aligarh Transmission Limited’ for the Acquisition Price, by the Successful Bidder on the terms and conditions as contained therein;

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

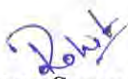
“Site” in relation to a substation, switching station or HVDC terminal or inverter station, shall mean the land and other places upon which such station/ terminal is to be established;

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

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

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


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

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

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

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

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

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

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

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

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

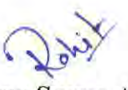
"Transmission Licensee" shall mean a licensee authorized to establish and operate Transmission Lines by the Appropriate Commission;

"Transmission Lines" shall mean all high pressure cables and overhead lines (not being an essential part of the distribution system of a licensee) transmitting electricity from a generating station to another generating station or a sub-station, together with any step-up and step-down transformers, switch-gear and other works necessary to and used for the control of such cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switchgear and other works;

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

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


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

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

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

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

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

1.2 Interpretation:

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

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

"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);

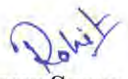
"encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

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

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

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


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

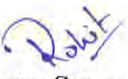
- (i) which is controlled, directly or indirectly, by the holding company, or
- (ii) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or
- (iii) which is a subsidiary of another subsidiary of the holding company,

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

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

- 1.2.1 Words importing the singular shall include the plural and vice versa.
- 1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.
- 1.2.3 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time.
- 1.2.4 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 1.2.5 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 1.2.6 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.7 All interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days.
- 1.2.8 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement.
- 1.2.9 The contents of Schedule 10 shall be referred to for ascertaining accuracy and correctness of the representations made by the Selected Bidder in Article 17.2.1 (f) hereof.


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

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

- a. The Agreement is executed and delivered by the Parties; and
- b. The Selected Bidder has acquired for the Acquisition Price, one hundred percent (100%) of the equity shareholding of '**PFC Consulting Limited**' in '**Sikar-II Aligarh Transmission Limited**' along with all its related assets and liabilities as per the provisions of the Share Purchase Agreement, and
- c. The Selected Bidder, on behalf of the TSP, has provided the Contract Performance Guarantee, as per terms of Article 3.1 of this Agreement.

2.2 Term and Termination:

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

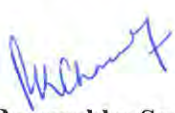
2.2.2 This Agreement shall terminate before the Expiry Date:

- a. If a Termination Notice is served in accordance with Article 13
 - i. by the Majority Long Term Transmission Customers following a TSP Event of Default; or
 - ii. by the TSP following the Long Term Transmission Customers' Event of Default;
- b. If the Long Term Transmission Customers or the TSP serves a Termination Notice in accordance with Article 3.3.2 and 3.3.4.

2.3 Conditions prior to the expiry of Transmission License

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

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


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2.4 Survival:

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


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ARTICLE: 3

3 CONDITIONS SUBSEQUENT**3.1 Satisfaction of conditions subsequent by the TSP**

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

The Selected Bidder on behalf of the TSP will provide to the Long Term Transmission Customers the Contract Performance Guarantee for an aggregate amount of **Rs. 44,55,00,000/- (Rupees Forty Four Crore Fifty Five Lakh only)** which shall be provided separately to each of the Long Term Transmission Customers for the amount calculated pro-rata in the ratio of their Allocated Project Capacity, as on the date seven (7) days prior to the Bid Deadline (rounded off to the nearest Rupees One Lakh (Rs. 1,00,000) with the principle that amounts below Rupees Fifty Thousand (Rs. 50,000) shall be rounded down and amounts of Rupees Fifty Thousand (Rs. 50,000) and above shall be rounded up).

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

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

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

To submit to the Lead Long Term Transmission Customer and CEA the Project Execution Plan, within one hundred and twenty (120) days from the Effective Date. The TSP's Project Execution Plan should be in conformity with the Scheduled COD as specified in Schedule 3 of this Agreement, and shall bring out clearly the organization structure, time plan and methodology for executing the Project, award


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of major contracts, designing, engineering, procurement, shipping, construction, testing, commissioning to commercial operation, necessary to demonstrate a complete and accurate understanding of the Project, as well as the TSP's knowledge of procedures and prevailing conditions in India. Submission of a detailed bar (GANTT) chart of the Project outlining each activity (taking longer than one Month), linkages as well as durations;

- c. To achieve Financial Closure;
- d. To provide an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the provisions of Article 15.3 of this Agreement and all other RFP Project Documents; and
- e. To award the Engineering, Procurement and Construction contract ("EPC contract") for the design and construction of towers for the Project and shall have given to such Contractor an irrevocable notice to proceed.

3.2 Satisfaction of conditions subsequent by the Long Term Transmission Customers

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

3.3 Consequences of non-fulfilment of conditions subsequent

- 3.3.1 If any of the conditions specified in Article 3.1.3 is not duly fulfilled by the TSP even within three (3) Months after the time specified therein, then on and from the expiry of such period and until the TSP has satisfied all the conditions specified in Article 3.1.3, the TSP shall, on a weekly basis, be liable to furnish to the Long Term Transmission Customers additional Contract Performance Guarantee of **Rs. 2,23,00,000/- (Rupees Two Crore Twenty Three Lakh Only)** within two (2) Business Days of expiry of every such Week. Such additional Contract Performance Guarantee shall be provided to each Long Term Transmission Customer in the manner provided in Article 3.1.1 and shall become part of the Contract Performance Guarantee and all the provisions of this Agreement shall be construed accordingly. The Long Term Transmission Customers shall be entitled to hold and/or invoke the Contract Performance Guarantee, including such additional Contract Performance Guarantee, in accordance with the provisions of this Agreement.

- 3.3.2 Subject to Article 3.3.4, if:

- (i) the fulfilment of any of the conditions specified in Article 3.1.3 is delayed beyond nine (9) Months from the Effective Date and the TSP fails to furnish additional Contract Performance Guarantee to the Long Term Transmission Customers in accordance with Article 3.3.1 hereof; or
- (ii) the TSP furnishes additional Performance Guarantee to the Long Term Transmission Customers in accordance with Article 3.3.1 hereof but fails to fulfil the conditions specified in Article 3.1.3 within a period of twelve (12) months from the Effective Date,


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the Majority Long Term Transmission Customers, as per Article 18.1.4, shall have the right to terminate this Agreement, by giving a Termination Notice to the TSP in writing of at least seven (7) days, with a copy to the Appropriate Commission and the Lenders' Representative.

- 3.3.3 If the Long Term Transmission Customers elect to terminate this Agreement as per the provisions of Article 3.3.2, the TSP shall be liable to pay to the Long Term Transmission Customers an amount of **Rs. 44,55,00,000/- (Rupees Forty Four Crore Fifty Five 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 **Rs. 44,55,00,000/- (Rupees Forty Four Crore Fifty Five Lakh only)** which shall be provided separately to each of the Long Term Transmission Customers on the basis of their Allocated Project Capacity in MW as on the dated seven (7) days prior to the Bid Deadline, and shall then return the balance Contract Performance Guarantee, if any, to the TSP. If the Long Term Transmission Customers are unable to recover the said amount of **Rs. 44,55,00,000/- (Rupees Forty Four Crore Fifty Five Lakh only)** or any part thereof from the Contract Performance Guarantee, the shortfall in such amount not recovered from the Contract Performance Guarantee, if any, shall be payable by the TSP to the Long Term Transmission Customers within ten (10) days after completion of the notice period.

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

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

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

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


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3.4 Progress Reports

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



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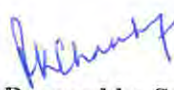
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ARTICLE: 4

4 DEVELOPMENT OF THE PROJECT**4.1 TSP's obligations in development of the Project:**

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

- a. for procuring and maintaining in full force and effect all Consents, Clearances and Permits, required in accordance with Law for development of the Project;
- b. for financing, constructing, owning and commissioning each of the Element of the Project for the scope of work set out in Schedule 2 of this Agreement in accordance with:
 - i. the Grid Code, the grid connectivity standards applicable to the Transmission Line and the sub-station as per the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010, Central Electricity Authority (Grid Standards) Regulations, 2010, Central Electricity Authority (Safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations 2011 and Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010, as amended from time to time.
 - ii. Prudent Utility Practices and the Law;
 not later than the Scheduled COD as per Schedule 3 of this Agreement;
- c. for entering into a Connection Agreement with the CTU/STU (as applicable) in accordance with the Grid Code.
- d. for owning the Project throughout the term of this Agreement free and clear of any encumbrances except those expressly permitted under Article 15 of this Agreement;
- e. to co-ordinate and liaise with concerned agencies and provide on a timely basis relevant information with regard to the specifications of the Project that may be required for interconnecting the Project with the Interconnection Facilities;
- f. for providing all assistance to the Arbitrators as they may require for the performance of their duties and responsibilities;
- g. to provide to the Long Term Transmission Customers with a copy to CEA, on a monthly basis, progress reports with regard to the Project and its execution (in accordance with Agreed Form) to enable the Long Term Transmission Customers/ CEA to monitor and co-ordinate the development of the Project matching with the Interconnection Facilities.
- h. to 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


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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 regarding public procurement from a bidder of a country, which shares land border with India.

- i. to comply with all its obligations undertaken in this Agreement.

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

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

- a. for assisting and supporting the TSP in obtaining the Consents, Clearances and Permits required for the Project and in obtaining any applicable concessions for the Project, by providing letters of recommendation to the concerned Indian Governmental Instrumentality, as may be requested by the TSP from time to time;
- b. for arranging and making available the Interconnection Facilities to enable the TSP to connect the Project;
- c. for complying with all their obligations under this Agreement, and
- d. for providing all assistance to the Arbitrators as they may require for the performance of their duties and responsibilities.

4.3 Time for Commencement and Completion:

- a. The TSP shall take all necessary steps to commence work on the Project from the Effective Date of the Agreement and shall achieve Scheduled COD of the Project in accordance with the time schedule specified in Schedule 3 of this Agreement.
- b. The COD of each Element of the Project shall occur no later than the Scheduled COD or within such extended time to which the TSP shall be entitled under Article 4.4 hereto.

4.4 Extension of time:

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


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- 4.4.2 In the event that an Element or the Project cannot be commissioned by its Scheduled COD on account of any Force Majeure Event as per Article 11, the Scheduled COD shall be extended, by a 'day for day' basis, for a maximum period of one hundred and eighty (180) days. In case the Force Majeure Event continues even after the maximum period of one hundred and eighty (180) days, the TSP or the Majority Long Term Transmission Customers may choose to terminate the Agreement as per the provisions of Article 13.5.
- 4.4.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on how long the Scheduled COD should be 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.


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ARTICLE: 5**5 CONSTRUCTION OF THE PROJECT****5.1 TSP's Construction Responsibilities:**

- 5.1.1 The TSP, at its own cost and expense, shall be responsible for designing, constructing, erecting, completing and commissioning each Element of the Project by the Scheduled COD in accordance with the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010, Central Electricity Authority (Grid Standards) Regulations, 2010, Central Electricity Authority (Safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations 2011 and Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010, as amended from time to time, Prudent Utility Practices and other applicable Laws.
- 5.1.2 The TSP acknowledges and agrees that it shall not be relieved from any of its obligations under this Agreement or be entitled to any extension of time by reason of the unsuitability of the Site or Transmission Line route(s) for whatever reasons. The TSP further acknowledges and agrees that it shall not be entitled to any financial compensation in this regard.
- 5.1.3 The TSP shall be responsible for obtaining all Consents, Clearances and Permits relating but not limited to road/ rail/ river/ canal/ power line/ crossings, Power and Telecom Coordination Committee (PTCC), defence, civil aviation, right of way/ way-leaves and environmental & forest clearances from relevant authorities required for developing, financing, constructing, maintaining/ renewing all such Consents, Clearances and Permits in order to carry out its obligations under this Agreement in general and Article 5.1.1 in particular and shall furnish to the Lead Long Term Transmission Customer promptly with copy/ies of each Consents, Clearances and Permits, which it obtains. The Long Term Transmission Customers shall assist and support the TSP in obtaining the Consents, Clearances and Permits required for the Project and in obtaining any applicable concessions for the Project, by providing letters of recommendation to the concerned Indian Governmental Instrumentality, as may be reasonably required from time to time.
- 5.1.4 The TSP shall be responsible for:
- (a) acquisition of land for location specific substations, switching stations or HVDC terminal or inverter stations;
 - (b) final selection of Site including its geo-technical investigation;
 - (c) survey and geo-technical investigation of line route in order to determine the final route of the Transmission Lines;
 - (d) seeking access to the Site and other places where the Project is being executed, at its own costs, including payment of any crop compensation or any other compensation as may be required.


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

5.2 Appointing Contractors:

- 5.2.1 The TSP shall conform to the requirements as provided in this Agreement while appointing Contractor(s) for procurement of goods & services.
- 5.2.2 The appointment of such Contractor(s) shall neither relieve the TSP of any of its obligations under this Agreement nor make Long Term Transmission Customers liable for the performance of such Contractor(s).

5.3 Monthly Progress Reporting:

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

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

5.4 Quality of Workmanship:

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

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

5.5 Inspection by the Lead Long Term Transmission Customer:

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


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5.6 Site regulations and Construction Documents:

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

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

5.7 Supervision of work:

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

5.8 Remedial Measures:

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


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ARTICLE: 6**6 CONNECTION AND COMMISSIONING OF THE PROJECT****6.1 Connection with the Inter-Connection Facilities:**

- 6.1.1 The TSP shall give the RLDC(s), CTU/ STU, as the case may be, the Long Term Transmission Customers and any other agencies as required at least sixty (60) days advance written notice of the date on which it intends to connect an Element of the Project, which date shall be not earlier than its Scheduled COD or Schedule COD extended as per Article 4.4.1 of this Agreement, unless the Lead Long Term Transmission Customer otherwise agrees.
- 6.1.2 The RLDC/ SLDC (as the case may be) or the CTU/ STU (as the case may be) or the Lead Long Term Transmission Customer may, for reasonable cause, including failure to arrange for Interconnection Facilities as per Article 4.2, defer the connection for up to fifteen (15) days from the date notified by the TSP pursuant to Article 6.1.1 if it notifies to the TSP in writing, before the date of connection, of the reason for the deferral and when the connection is to be rescheduled. However, no such deferment on one or more occasions would be for more than an aggregate period of 30 days. Further, the Scheduled COD would be extended as required, for all such deferments on day for day basis.
- 6.1.3 Subject to Articles 6.1.1 and 6.1.2, any Element of Project may be connected with the Interconnection Facilities when:
- it has been completed in accordance with this Agreement and the Connection Agreement;
 - it meets the Grid Code, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and all other Indian legal requirements and
 - The TSP has obtained the approval in writing of the Electrical Inspector certifying that the Element is ready from the point of view of safety of supply and can be connected with the Interconnection Facilities.

6.2 Commercial Operation:

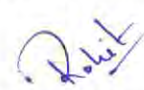
- 6.2.1 An Element of the Project shall be declared to have achieved COD seventy two (72) hours following the connection of the Element with the Interconnection Facilities or seven (7) days after the date on which it is declared by the TSP to be ready for charging but is not able to be charged for reasons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

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

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


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eligible for payment of the Monthly Transmission Charges applicable for such Element.

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

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

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

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


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cessation of such Direct Non Natural Force Majeure Event or Indirect Non Natural Force Majeure Event (or Natural Force Majeure Event affecting the Long Term Transmission Customer(s)) and b) the completion of sixty (60) days from the receipt of the financing agreements by the Long Term Transmission Customer(s) from the TSP.

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

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

6.4 Liquidated Damages for Delay in achieving COD of Project:

6.4.1 If the TSP fails to achieve COD of any Element of the Project or the Project, by the Element's/ Project's Scheduled COD as extended under Articles 4.4.1 and 4.4.2, then the TSP shall pay to the Long Term Transmission Customer(s), as communicated by the Lead Long Term Transmission Customer, in proportion to their Allocated Project Capacity as on the date seven (7) days prior to the Bid Deadline, a sum equivalent to 3.33% of Monthly Transmission Charges applicable for the Element of the Project [in case where no Elements have been defined, to be on the Project as a whole]/ Project, for each day of delay up to sixty (60) days of delay and beyond that time limit, at the rate of five percent (5%) of the Monthly Transmission Charges applicable to such Element/ Project, as liquidated damages for such delay and not as penalty, without prejudice to Long Term Transmission Customers' any rights under the Agreement.

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

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

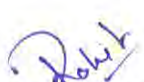
6.4.3 The TSP shall make payment of the liquidated damages calculated pursuant to Article 6.4.1 within ten (10) days of the earlier of:

- a. the date on which the applicable Element achieves COD; or
- b. the date of termination of this Agreement.

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

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


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the liquidated damages payable by the TSP to the Long Term Transmission Customers under this Article 6.3, the TSP shall be liable to forthwith pay the balance amount.

6.5 Return of Contract Performance Guarantee

- 6.5.1 If the TSP fails to achieve COD of any of the Elements on their respective Scheduled COD specified in this Agreement, subject to conditions mentioned in Article 4.4, the Long Term Transmission Customers shall have the right to encash the Contract Performance Guarantee and appropriate in their favour as liquidated damages an amount specified in Article 6.4.1, without prejudice to the other rights of the Long Term Transmission Customers under this Agreement.
- 6.5.2 The Contract Performance Guarantee as submitted by TSP in accordance with Article 3.1.1 shall be released by the Long Term Transmission Customers within three (3) months from the COD of the Project. In the event of delay in achieving Scheduled COD of any of the Elements by the TSP (otherwise than due to reasons as mentioned in Article 3.1.1 or Article 11) and consequent part invocation of the Contract Performance Guarantee by the Long Term Transmission Customers, the Long Term Transmission Customers shall release the Contract Performance Guarantee if any, remaining unadjusted, after the satisfactory completion by the TSP of all the requirements regarding achieving the Scheduled COD of the remaining Elements of the Project. It is clarified that the Long Term Transmission Customers shall also return/ release the Contract Performance Guarantee in the event of (i) applicability of Article 3.3.2 to the extent the Contract Performance Guarantee is valid for an amount in excess of **Rs. 44,55,00,000/- (Rupees Forty Four Crore Fifty Five Lakh only)** or (ii) termination of this Agreement by any Party as mentioned under Article 3.3.4 of this Agreement.
- 6.5.3 The release of the Contract Performance Guarantee shall be without prejudice to other rights of the Long Term Transmission Customers under this Agreement.



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ARTICLE: 7

7 OPERATION AND MAINTENANCE OF THE PROJECT**7.1 Operation and Maintenance of the Project:**

- 7.1.1 The TSP shall be responsible for ensuring that the Project is operated and maintained in accordance with the Indian Electricity Grid Code (IEGC)/ State Grid Code (as applicable), Transmission License, directions of National Load Despatch Centre/ RLDC/ SLDC (as applicable), Prudent Utility Practices, other legal requirements including the terms of Consents, Clearances and Permits and is made available for use by the Transmission Customers as per the provisions of applicable regulations including but not limited to the Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2008, CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009, Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, and the Central Electricity Authority (Grid Standards) of Operation and Maintenance of Transmission Lines Regulations, 2010, as amended from time to time and provisions of this Agreement.
- 7.1.2 The TSP shall operate and maintain the Project in an efficient, coordinated and economical manner and comply with the directions issued by the National Load Despatch Centre, RLDC or the SLDC, as the case may be, in line with the provisions of the Electricity Act 2003 and Rule 5 of the Electricity Rules, 2005, and as amended from time to time.
- 7.1.3 The TSP shall be responsible to provide non-discriminatory open access to the Project as per the provisions of the Electricity Act 2003, Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2008 (as amended from time to time) and applicable regulations of the relevant State Electricity Regulatory Commission, as the case may be, as amended from time to time. The Long Term Transmission Customers agree with the TSP to provide such access to the Open Access Customers.
- 7.1.4 If the TSP fails to comply with the directions issued by the Appropriate Commission or the RLDC/ SLDC, as the case may be and is liable to pay a penalty under the provisions of the Electricity Act 2003, such penalties shall be borne by the TSP and cannot be claimed from any of the Long Term Transmission Customers.
- 7.1.5 The TSP may, with prior intimation to the Appropriate Commission and the Lead Long Term Transmission Customer, engage in any business for the optimum utilisation of the assets, subject to the provisions of Section 41 of the Electricity Act 2003 and Transmission License.
- 7.1.6 The TSP shall abide by the Safety Rules and Procedures during the Operation Period as mentioned in Schedule 4 of this Agreement.
- 7.2 Scheduled Outage**
- 7.2.1 In line with the provisions of the Grid Code, as amended from time to time, the TSP shall provide its annual outage plan, and shall be governed by the decisions of the RPC in this regard.


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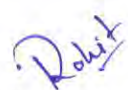
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7.3 Unscheduled Outage

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

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


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ARTICLE: 8**8 AVAILABILITY OF THE PROJECT****8.1 Calculation of Availability of the Project:**

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

8.2 Target Availability:

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


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ARTICLE: 9**9 INSURANCES****9.1 Insurance:**

- 9.1.1 The TSP shall effect and maintain or cause to be effected and maintained during the Construction Period and the Operating Period, Insurances against such risks, with such deductibles and endorsements and co-beneficiary/insured, as may be necessary under
- any of the Financing Agreements,
 - the Laws, and
 - in accordance with Prudent Utility Practices.

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

9.2 Evidence of Insurance cover:

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

9.3 Application of Insurance Proceeds:

- 9.3.1 Save as expressly provided in this Agreement, the policies of Insurances and the Financing Agreements, the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.
- 9.3.2 If a Natural Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, the portion of the proceeds of such Insurance available to the TSP (after making admissible payments to the Lenders as per the Financing Agreements) shall be allocated to the TSP and the Long Term Transmission Customers shall have no claim on such proceeds of the Insurance.
- 9.3.3 Subject to the requirements of the Lenders under the Financing Agreements, any dispute or difference between the Parties as to whether the Project is no longer economically and technically viable due to a Force Majeure Event or whether that event was adequately covered in accordance with this Agreement by the Insurances shall be determined in accordance with Article 16.

9.4 Effect on liability of the Long Term Transmission Customers

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


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ARTICLE: 10**10 BILLING AND PAYMENT OF TRANSMISSION CHARGES**

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

10.2 Calculation of Monthly Transmission Charges:

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

10.3 Incentive Payment

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

10.4 Payment of Penalty

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

10.5 Delivery of Invoices:**10.5.1 TSP's Invoices**

- a. Commencing with the month following the month in which the COD of an Element (which is first Commissioned) occurs, the TSP shall submit to Long Term Transmission Customers by the fifth day of such and each succeeding month (or, if such day is not a Business Day, the immediately following Business Day) an Invoice in the Agreed Form (the "Monthly Transmission Charge Invoice") signed by the authorised signatory of the TSP setting out the computation of the Monthly Transmission Charges to be paid by the Long Term Transmission Customers to the TSP in respect of the immediately preceding month in accordance with this Agreement; and
- b. Each Monthly Transmission Charge Invoice shall include detailed calculations of the amounts payable under it, together with such further supporting documentation and information as Long Term Transmission Customers may reasonably require/ request,


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from time to time.

10.5.2 Long Term Transmission Customers Invoices

- a. Long Term Transmission Customers shall (as and when any amount becomes due to be paid by TSP), on the fifth day of the month (or, if such day is not a Business Day, the immediately following Business Day) submit to the TSP an Invoice in the Agreed Form (the "Long Term Transmission Customers Invoice") setting out the computation of any amount that may be payable to it by the TSP for the immediately preceding month pursuant to this Agreement.
- b. Each Long Term Transmission Customer's Invoice shall include detailed calculations of the amounts payable under it, together with such further supporting documentation as the TSP may reasonably require/request, from time to time.

10.6 Payment of Invoices:

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

10.6.2 Where in respect of any month there is both:

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

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

10.6.3 The Long Term Transmission Customers shall pay the amount payable under the Monthly Transmission Charge Invoice and the Supplementary Bill on the Due Date to such account of the TSP, as shall have been previously notified by the TSP to the Long Term Transmission Customers in accordance with Article 10.6.6 below.

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

- i. towards Late Payment Surcharge, payable to the TSP, if any;
- ii. towards earlier unpaid Monthly Transmission Charge Invoice, if any;
- iii. towards earlier unpaid Supplementary Bill, if any;
- iv. towards the then current Monthly Transmission Charge Invoice, if any; and


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- v. towards the then current Supplementary Bill.

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

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

Provided further, the maximum amounts that can be deducted or set-off by all the Long Term Transmission Customers taken together (proportionate to their Allocated Transmission Capacity in case of each Long Term Transmission Customer) under this Article in a Contract Year shall not exceed **Rs. 14,92,00,000/- (Rupees Fourteen Crore Ninety Two Lakh only)**, except on account of payments under sub Article (i) above.

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

10.7 Payment of Rebate:

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

- a. For payment of Invoices through any mode of payment, a Rebate of 2% shall be allowed on the Monthly Transmission Charge Invoice or Supplementary Bill for payments made in full within one Business Day of the receipt of the Invoice; or
- b. For payment of Invoices subsequently, but within the Due Date, a Rebate of 1% shall be allowed on the payments made in full.
- c. Applicable rate of Rebate at (a) and (b) above shall be based on the date on which the payment has been actually credited to the TSP's account. Any delay in transfer of money to the TSP's account, on account of a statutory holiday, public holiday, or any other reasons shall be to the account of the Long Term Transmission Customers.
- d. No Rebate shall be payable on the bills raised on account of Change in Law relating to taxes, duties and cess;


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

10.8 Surcharge

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

10.9 Disputed Invoices

- 10.9.1 If either Party does not question or dispute an Invoice within thirty (30) days of receiving it, the Invoice shall be considered correct, complete and conclusive between the Parties.
- 10.9.2 If either Party disputes any item or part of an item set out in any Invoice then that Party shall serve a notice (an "Invoice Dispute Notice") on the other Party setting out (i) the item or part of an item which is in dispute, (ii) its estimate of what such item or part of an item should be, (iii) and with all written material in support of its claim.
- 10.9.3 If the invoicing Party agrees to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.9.2, the invoicing Party shall revise such Invoice within seven (7) days of receiving such notice from the disputing Party and if the disputing Party has already made the excess payment, the invoicing Party shall refund to the disputing Party, such excess amount within fifteen (15) days of receiving such notice. In such a case, the excess amount shall be refunded along with interest at the same rate as the Late Payment Surcharge, which shall be applied from the date on which such excess payment was made to the invoicing Party and up to and including the date on which such payment has been received as refund.
- 10.9.4 If the invoicing Party does not agree to the claim raised in the Invoice Dispute Notice issued pursuant to Article 10.9.2, it shall, within fifteen (15) days of receiving the Invoice Dispute Notice, furnish a notice to the disputing Party providing (i) reasons for its disagreement; (ii) its estimate of what the correct amount should be; and (iii) all written material in support of its counter-claim.
- 10.9.5 Upon receipt of notice of disagreement to the Invoice Dispute Notice under Article 10.9.4, authorised representative(s) or a director of the board of directors/member of board of each Party shall meet and make best endeavours to amicably resolve such Dispute within fifteen (15) days of receiving such notice of disagreement to the Invoice Dispute Notice.
- 10.9.6 If the Parties do not amicably resolve the dispute within fifteen (15) days of receipt of notice of disagreement to the Invoice Dispute Notice pursuant to Article 10.9.4, the matter shall be referred to Appropriate Commission for Dispute resolution in accordance with Article 16.
- 10.9.7 If a Dispute regarding a Monthly Transmission Charge Invoice or a Supplementary Invoice is settled pursuant to Article 10.7 or by Dispute resolution mechanism provided in this

			
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Agreement in favour of the Party that issues the Invoice Dispute Notice, the other Party shall refund the amount, if any incorrectly charged and collected from the disputing Party or pay as required, within five (5) days of the Dispute either being amicably resolved by the Parties pursuant to Article 10.9.5 or settled by Dispute resolution mechanism, along with interest (at the same rate as Late Payment Surcharge) or Late Payment Surcharge from the date on which such payment had been made to the invoicing Party or the date on which such payment was originally due, as may be applicable.

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

10.10 Payment of Supplementary Bill

- 10.10.1 Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of:
- i. adjustments (if any) required by the Regional Energy Account ; or
 - ii. quarterly or annual reconciliation as per Article 10.13 ; or
 - iii. Change in Law as provided in Article 12,
- and such Bill shall be paid by the other Party.

10.11 Payment Security Mechanism:

10.11.1 Establishment of Letter of Credit:

- (a) Not later than one (1) Month prior to the Scheduled COD of the first Element of the Project, each Long Term Transmission Customer shall, through a scheduled bank, open a Letter of Credit in favour of the TSP, to be made operative from a date prior to the Due Date of its first Monthly Transmission Charge Invoice under this Agreement and shall be renewed annually.
- (b) The draft of the proposed Letter of Credit shall be provided by each Long Term Transmission Customer to the TSP not later than the Financial Closure of the Project and shall be mutually agreed between the Parties.
- (c) The Letter of Credit shall have a term of twelve (12) Months and shall be for an amount:
 - i. for the first Contract Year or for each subsequent Contract Year, equal to one point one (1.1) times the estimated average Monthly Transmission Charges based on Target Availability of the Elements or Project with Scheduled COD in such Contract Year, as the case may be;
 - 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.


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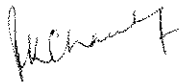
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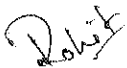
Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.11.1, otherwise than by reason of drawal of such Letter of Credit by the TSP, the relevant Long Term Transmission Customer shall restore such shortfall within seven (7) days.

- (d) Long Term Transmission Customers shall cause the scheduled bank issuing the Letter of Credit to intimate the TSP, in writing regarding establishing of such Letter of Credit.
- (e) In case of drawal of the Letter of Credit by the TSP in accordance with the terms of this Article 10.11.1, the amount of the Letter of Credit shall be reinstated within seven (7) days from the date of such drawal.
- (f) If any Long Term Transmission Customer fails to pay a Monthly Transmission Charge Invoice/ Supplementary Bill or part thereof within and including the Due Date, then, unless an Invoice Dispute Notice is received by the TSP as per the provisions of Article 10.9.2, the TSP may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Long Term Transmission Customers, an amount equal to such Monthly Transmission Charge Invoice/Supplementary Bill or part thereof plus Late Payment Surcharge, if applicable, in accordance with Article 10.8 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
 - i. a copy of the Monthly Transmission Charge Invoice/ Supplementary Bill which has remained unpaid by such Long Term Transmission Customer;
 - ii. a certificate from the TSP to the effect that the Invoice at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date; and
 - iii. calculations of applicable Late Payment Surcharge, if any.

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

- (g) Each Long Term Transmission Customer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) days prior to its expiry.
- (h) All costs relating to opening and maintenance of the Letter of Credit shall be borne by the Long Term Transmission Customers. However, the Letter of Credit negotiation charges shall be borne and paid by the TSP.
- (i) If a Long Term Transmission Customer fails to pay (with respect to a Monthly Bill or Supplementary Bill) an amount exceeding thirty percent (30%) of the most recent undisputed Monthly Bill, for a period of seven (7) days after the Due Date and the TSP is unable to recover the amount outstanding to the TSP through the Letter of Credit,
 - i. the TSP shall issue a notice to such Long Term Transmission Customer within


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seven (7) days from such period, with a copy to each of the other Long Term Transmission Customers, highlighting the non-payment of such amount by such Long Term Transmission Customer;

- ii. If such Long Term Transmission Customer still fails to pay such amount within a period of thirty (30) days after the issue of notice by TSP as mentioned in (i) above, the TSP shall approach the RLDC/ SLDC (as the case may be) requesting for the alteration of the schedule of dispatch of the lowest cost power of such Long Term Transmission Customer(s) from the Central Generating Stations, and the RLDC/ SLDC shall continue to reschedule the lowest cost power till all the dues of the TSP are recovered;
 - Provided that in this case, the quantum of electricity and the corresponding period in which it would be rescheduled for dispatch shall be corresponding to the amount of default. This electricity will then be dispatched to other utilities by the concerned RLDC/SLDC, as the case may be, during the peak hours, i.e., 7pm to 10 pm. The price of this electricity will be determined as per the UI rate;
 - Provided further that the revenue from such diverted power would be used to pay the dues first of the generating company (which would include the capacity charges as well as the energy charges) and the remainder would be available for covering the default amount and the balance (if any), after recovering both the charges, would be paid to the defaulting Long Term Transmission Customer.

10.12 Payment Intimation

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

10.13 Quarterly and Annual Reconciliation

- 10.13.1 Parties acknowledge that all payments made against Monthly Bill(s) and Supplementary Bill(s) shall be subject to quarterly reconciliation at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year to take into account Regional Energy Account, adjustments in Transmission Charges payments, Rebates, Late Payment Surcharge, Incentive, Penalty, or any other reasonable circumstance as may be mutually agreed between the Parties.
- 10.13.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year, as the case may be, is available and has been finally verified and adjusted, the TSP and each Long Term Transmission Customer shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the TSP or Long Term Transmission Customers, as the case may be, shall raise a Supplementary Bill for the payments as may be due as a result of reconciliation for the relevant quarter/ Contract Year and shall make payment of such Supplementary Bill for the adjustments in Transmission Charges payments for the


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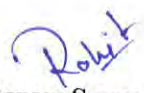

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relevant quarter/Contract Year.

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


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ARTICLE: 11**11 FORCE MAJEURE****11.1 Definitions**

11.1.1 The following terms shall have the meanings given hereunder.

11.2 Affected Party

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

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

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

11.3 Force Majeure

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

(a) Natural Force Majeure Events:

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

(b) Non-Natural Force Majeure Events:**i. Direct Non-Natural Force Majeure Events**

- Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the TSP; or
- the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the TSP to perform their obligations under the RFP Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and Permits required for the development/ operation of the Project, provided that a


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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
 - radioactive contamination or ionizing radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or
 - industry wide strikes and labour disturbances, having a nationwide impact in India.

11.4 Force Majeure Exclusions

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

- (a) Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the Project;
- (b) Delay in the performance of any Contractors or their agents;
- (c) Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment;
- (d) Strikes or labour disturbance at the facilities of the Affected Party;
- (e) Insufficiency of finances or funds or the Agreement becoming onerous to perform; and
- (f) Non-performance caused by, or connected with, the Affected Party's:
 - i. negligent or intentional acts, errors or omissions;
 - ii. failure to comply with an Indian Law; or
 - iii. breach of, or default under this Agreement or any Project Documents.

11.5 Notification of Force Majeure Event

The Affected Party shall give notice to the other Party of any event of Force Majeure as

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

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

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

11.6 Duty to perform and duty to mitigate

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

11.7 Available Relief for a Force Majeure Event

Subject to this Article 11

- (a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- (b) every Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations under this Agreement.
- (c) For the avoidance of doubt, it is clarified that the computation of Availability of the Element(s) under outage due to Force Majeure Event, as per Article 11.3 affecting the TSP shall be as per Appendix III to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2014 as on seven (7) days prior to the Bid Deadline. For the event(s) for which the Element(s) is/are deemed to be available as per Appendix III to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2014, then only the Non Escalable Transmission Charges, as applicable to such Element(s) in the relevant Contract Year, shall be paid by the Long Term Transmission Customers as per Schedule 5, for the duration of such event(s).


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



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ARTICLE: 12

12 CHANGE IN LAW**12.1 Change in Law**

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

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

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

- a. on account of regulatory measures by the Appropriate Commission including calculation of Availability; and
- b. in any tax applied on the income or profits of the TSP.

12.2 Relief for Change in Law**12.2.1 During Construction Period:**

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

- For every cumulative increase/decrease of **Rs. 5,45,00,000/- (Rupees Five Crore Forty Five Lakh only)** in the cost of the Project up to the Scheduled COD of the Project, the


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increase/decrease in Non-Escalable Transmission Charges shall be an amount equal to 0.313 percent (0.313%) of the Non-Escalable Transmission Charges.

12.2.2 During the Operation Period:

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

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

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

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

12.3 Notification of Change in Law:

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

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

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

12.4 Payment on account of Change in Law

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


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ARTICLE: 13

13 EVENTS OF DEFAULT AND TERMINATION

13.1 TSP Event of Default

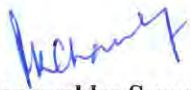
The occurrence and continuation of any of the following events shall constitute a TSP Event of Default, unless any such TSP Event of Default occurs as a result of a breach by the Long Term Transmission Customers of their obligations under this Agreement, the Long Term Transmission Customers Event of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

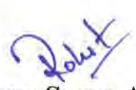
- a. After having taken up the construction of the Project, the abandonment by the TSP or the TSP's Contractors of the construction of the Project for a continuous period of two (2) months and such default is not rectified within thirty (30) days from the receipt of notice from the Lead Long Term Transmission Customer in this regard;
- b. The failure to commission any Element of the Project by the date falling six (6) months after its Scheduled COD;
- c. If the TSP:
 - i. assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or
 - ii. transfers or novates any of its obligations pursuant to this Agreement, in a manner contrary to the provisions of this Agreement;

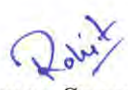
except where such transfer is in pursuance of a Law and

 - it does not affect the ability of the transferee to perform, and such transferee has the financial and technical capability to perform, its obligations under this Agreement;
 - is to a transferee who assumes such obligations under the Project and this Agreement remains effective with respect to the transferee;
- d. If:
 - i. The TSP becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or
 - ii. any winding up or bankruptcy or insolvency order is passed against the TSP; or
 - iii. the TSP goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the TSP will not be a TSP Event of Default where such dissolution or liquidation of the TSP is for the purpose of a merger, consolidation or reorganization with the prior approval of the Appropriate Commission as per the provisions of Central Electricity Regulatory Commission


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(Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2009 or as amended from time to time; or

- e. Revocation of the Transmission License of TSP; or
- f. Non-payment of i) an amount exceeding Rupees Fifty (50) Lakh required to be paid to the Long Term Transmission Customers under this Agreement within three (3) months after the Due Date of an undisputed Invoice raised by the said Long Term Transmission Customer(s) on the TSP or ii) an amount up to Rupees Fifty (50) Lakh required to be made to the Long Term Transmission Customers under this Agreement within six (6) months after the Due Date of an undisputed Invoice; or
- g. Failure on the part of the TSP to comply with the provisions of Article 18.2 of this Agreement; or
- h. the TSP repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Lead Long Term Transmission Customer in this regard; or
- i. after Commercial Operation Date of the Project, the TSP fails to achieve monthly Target Availability of ninety eight percent (98%), for a period of six (6) consecutive months or within a non-consecutive period of six (6) months within any continuous aggregate period of eighteen(18) months except where the Availability is affected by Force Majeure Events as per Article 11; or
- j. any of the representations and warranties made by the TSP in Article 17 of this Agreement being found to be untrue or inaccurate. Further, in addition to the above, any of the undertakings submitted by the TSP at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its Parent Company/ Affiliates related to the minimum equity obligation; or
- k. the TSP fails to complete/fulfil all the activities/conditions within the specified period as per Article 3 ; or
- l. except where due to any Long Term Transmission Customer's failure to comply with its obligations, the TSP is in material breach of any of its obligations under this Agreement and such material breach is not rectified by the TSP within thirty (30) days of receipt of notice in this regard from the Majority Long Term Transmission Customers; or
- m. the TSP fails to take the possession of the land required for location specific substations, switching stations or HVDC terminal or inverter stations and/or fails to pay the requisite price to the parties and/or any State Government authority from whom the land is acquired, within twelve (12) months from the Effective Date.


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13.2 Long Term Transmission Customers' Event of Default

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

- a. a Long Term Transmission Customer fails to pay (with respect to a Monthly Bill or Supplementary Bill) an amount exceeding thirty percent (30%) of the most recent undisputed Monthly Bill, for a period of ninety (90) days after the Due Date and the TSP is unable to recover the amount outstanding to the TSP through the Letter of Credit; or
- b. the Long Term Transmission Customer repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the TSP in this regard; or
- c. except where due to the TSP's failure to comply with its obligations, the Long Term Transmission Customers are in material breach of any of their obligations under this Agreement and such material breach is not rectified by the Long Term Transmission Customer within thirty (30) days of receipt of notice in this regard from the TSP to all the Long Term Transmission Customers; or
- d. any of the representations and warranties made by the Long Term Transmission Customers in Article 17 of this Agreement being found to be untrue or inaccurate; or
- e. If:
 - i. any Long Term Transmission Customer becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or
 - ii. any winding up or bankruptcy or insolvency order is passed against the Long Term Transmission Customer; or
 - iii. the Long Term Transmission Customer goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

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

13.3 Termination Procedure for TSP Event of Default

- a. Upon the occurrence and continuance of any TSP's Event of Default under Article 13.1 the Majority Long Term Transmission Customers, through the Lead Long Term Transmission Customer, may serve notice on the TSP, with a copy to the Appropriate


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Commission and the Lenders' Representative, of their intention to terminate this Agreement (a "Long Term Transmission Customer's Preliminary Termination Notice"), which shall specify in reasonable detail, the circumstances giving rise to such Long Term Transmission Customer's Preliminary Termination Notice.

- b. Following the issue of a Long Term Transmission Customer's Preliminary Termination Notice, the Consultation Period shall apply and would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- c. During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement, and the TSP shall not remove any material, equipment or any part of the Project, without prior consent of the Lead Long Term Transmission Customer.
- d. Following the expiry of the Consultation Period, unless the Parties shall have otherwise agreed to the contrary or the circumstances giving rise to Long Term Transmission Customers Preliminary Termination Notice shall have ceased to exist or shall have been remedied, the Long Term Transmission Customers may terminate this Agreement by giving written notice of thirty (30) days ("Long Term Transmission Customers' Termination Notice") to the TSP, with a copy to the Lenders' Representative and the Appropriate Commission. Unless the Lenders have exercised their rights of substitution as per the provisions of Article 15.3 of this Agreement and the Appropriate Commission has agreed to such substitution rights of the Lenders or otherwise directed by the Appropriate Commission, this Agreement shall terminate on the date of expiry of such Long Term Transmission Customers' Termination Notice. Upon termination of the Agreement, the Lead Long Term Transmission Customer shall approach the Appropriate Commission seeking revocation of the Transmission License and further action as per the provisions of the Electricity Act, 2003.

13.4 Termination Procedure for Long Term Transmission Customers Event of Default

- a. Upon the occurrence of a Long Term Transmission Customers Event of Default under Article 13.2, the TSP may serve notice on Long Term Transmission Customers, with a copy to the Appropriate Commission and the Lenders' Representative, of its intention to terminate this Agreement (a "TSP's Preliminary Termination Notice"), which notice shall specify in reasonable detail the circumstances giving rise to such TSP's Preliminary termination Notice.
- b. Following the issue of a TSP's Preliminary Termination Notice, the Consultation Period shall apply.
- c. The Consultation Period would be for the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- d. During the Consultation Period, both Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.


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

13.5 Termination due to Force Majeure

- 13.5.1 In case the Parties could not reach an agreement pursuant to Article 4.4.2 of this Agreement and the Force Majeure Event or its effects continue to be present, either Party shall have the right to cause termination of the Agreement. The Long Term Transmission Customers shall also have the right to cause termination of the Agreement and to approach the Appropriate Commission to seek further directions in this regard. In such an event, subject to the terms and conditions of the Financing Agreements, this Agreement shall terminate on the date of such Termination Notice. In case of such termination, the Contract Performance Guarantee shall be returned to the TSP as per the provisions of Article 6.5.2.
- 13.5.2 In case of termination of this Agreement, the TSP shall provide to the Lead Long Term Transmission Customer the full names and addresses of its Contractors as well as complete designs, design drawings, manufacturing drawings, material specifications and technical information, as required by the Long Term Transmission Customers within 30 (thirty) days of Termination Notice.

13.6 Revocation of the Transmission License

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


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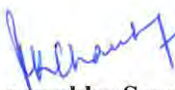
ARTICLE: 14**14 LIABILITY AND INDEMNIFICATION****14.1 Indemnity**

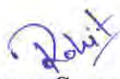
14.1.1 The TSP shall indemnify, defend and hold each Long Term Transmission Customer harmless against:

- (a) any and all third party claims, actions, suits or proceedings against the Long Term Transmission Customers for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the TSP of any of its obligations under this Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of Long Term Transmission Customers, its Contractors, servants or agents; and
- (b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Long Term Transmission Customers from third party claims arising by reason of:
 - i. a breach by the TSP of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the TSP, for which specific remedies have been provided for under this Agreement) except to the extent that any such losses, damages, costs and expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of Long Term Transmission Customers, its Contractors, servants or agents or
 - ii. any of the representations and warranties of the TSP under this Agreement being found to be inaccurate or untrue.

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

- (a) any and all third party claims, actions, suits or proceedings against the TSP, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the Long Term Transmission Customers of any of their obligations under this Agreement except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents; and
- (b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the TSP from third party claims arising by reason of:
 - i. a breach by the Long Term Transmission Customers of any of their obligations under this Agreement (Provided that this Article 14 shall not apply to such


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breaches by Long Term Transmission Customers, for which specific remedies

have been provided for under this Agreement.), except to the extent that any such Indemnifiable Losses have arisen due to a negligent act or omission, breach of this Agreement or breach of statutory duty on the part of the TSP, its Contractors, servants or agents or

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

14.2 Patent Indemnity:

14.2.1

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

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

- (b) If any proceedings are brought or any claim is made against the Long Term Transmission Customers arising out of the matters referred to in Article 14.2.1(a), the Lead Long Term Transmission Customer shall promptly give the TSP a notice thereof, and the TSP shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The TSP shall promptly notify the Lead Long Term Transmission Customer of all actions taken in such proceedings or claims.
- (c) If the TSP fails to notify the Lead Long Term Transmission Customer within twenty-eight (28) days after receipt of such notice from the Long Term Transmission Customers under Article 14.2.1(b) above, that it intends to attend any such proceedings or claim, then the Long Term Transmission Customers shall be free to attend the same on their own behalf at the cost of the TSP. Unless the TSP has so failed to notify the Lead Long Term Transmission Customer within the twenty eight (28) days period, the Lead Long Term Transmission Customer shall make no admission that may be prejudicial to the defence of any such proceedings or claims.
- (d) The Lead Long Term Transmission Customer shall, at the TSP's request, afford all available assistance to the TSP in attending to such proceedings or claim, and shall be reimbursed by the TSP for all reasonable expenses incurred in so doing.


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14.2.2

- (a) The Long Term Transmission Customers, subject to the TSP's compliance with Article 14.2.2(b) shall indemnify and hold harmless the TSP and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, which the TSP may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Agreement by reason of the setting up of the Project by the TSP.
- (b) If any proceedings are brought or any claim is made against the TSP arising out of the matters referred to in Article 14.2.2(a) the TSP shall promptly give the Lead Long Term Transmission Customer a notice thereof, and the Long Term Transmission Customers shall at its own expense take necessary steps and attend such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The Lead Long Term Transmission Customer shall promptly notify the TSP of all actions taken in such proceedings or claims.
- (c) If the Lead Long Term Transmission Customer fails to notify the TSP within twenty-eight (28) days after receipt of such notice from the TSP under Article 14.2.2(b) above, that it intends to attend any such proceedings or claim, then the TSP shall be free to attend the same on its own behalf at the cost of the Long Term Transmission Customers. Unless the Lead Long Term Transmission Customer has so failed to notify the TSP within the twenty (28) days period, the TSP shall make no admission that may be prejudicial to the defence of any such proceedings or claim.
- (d) The TSP shall, at the Long Term Transmission Customers request, afford all available assistance to the Long Term Transmission Customers in attending to such proceedings or claim, and shall be reimbursed by the Long Term Transmission Customers for all reasonable expenses incurred in so doing.

14.3 Monetary Limitation of liability

14.3.1 A Party ("Indemnifying Party") shall be liable to indemnify the other Party ("Indemnified Party") under this Article 14 for any indemnity claims made in a Contract Year only up to an amount of **Rs. 2,97,00,000/- (Rupees Two Crore Ninety Seven Lakh Only)**. With respect to each Long Term Transmission Customer, the above limit of **Rs. 2,97,00,000/- (Rupees Two Crore Ninety Seven Lakh Only)** shall be divided in the ratio of their Allocated Project Capacity, as existing on the date of the indemnity claim.

14.4 Procedure for claiming indemnity

14.4.1 Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Articles 14.1 or 14.2 the Indemnified Party shall promptly notify the


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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 settled in favour of the Indemnified Party.

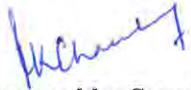
14.4.2 The Indemnified Party may contest, defend and litigate a claim, action, suit or proceeding for which it is entitled to be indemnified under Articles 14.1 or 14.2 and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified Party.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

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

14.5 Limitation on Liability

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

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


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

14.6 Duty to Mitigate

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


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ARTICLE: 15**15 ASSIGNMENTS AND CHARGES****15.1 Assignments:**

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

15.2 Permitted Charges:

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

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

Provided that:

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

15.2.3 Article 15.2.1 does not apply to:

- a. liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of the TSP carrying out the Project;
- b. pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of the TSP carrying out the Project; or
- c. security arising out of retention of title provisions in relation to goods acquired in the ordinary course of the TSP carrying out the Project.

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

15.3 Substitution Rights of the Lenders

15.3.1 The TSP would need to operate and maintain the Project under the provisions of the Transmission License granted by the Appropriate Commission and the provisions of this Agreement and cannot assign the Transmission License or transfer the Project or part


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thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Appropriate Commission.

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


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ARTICLE: 16**16 GOVERNING LAW AND DISPUTE RESOLUTION****16.1 Governing Law:**

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

16.2 Amicable Settlement:

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

- (i) a description of the Dispute;
- (ii) the grounds for such Dispute; and
- (iii) all written material in support of its claim.

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

- (iv) counter-claim and defences, if any, regarding the Dispute; and
- (v) all written material in support of its defences and counter-claim.

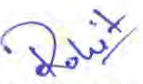
16.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 16.2.1 if the other Party does not furnish any counter claim or defence under Article 16.2.2, or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute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

16.3 Dispute Resolution:**16.3.1 Where any Dispute**

- i. arises from a claim made by any Party regarding any provisions of this Agreement, or
- ii. relates to any matter agreed to be referred to the Appropriate Commission, including those under Articles, 2.2.1, 2.3.1, 3.3.5, 5.1.2, 7.1.4, 7.1.5, 9.3.3, 10.9.6, 12.1.1, 12.2, 13, 15.2.4, 15.3, 16.3.3, and 18.17.1 hereof,

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


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

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

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

- (i) The Arbitration Tribunal shall consist of three arbitrators to be appointed in accordance with the Indian Council of Arbitration Rules
- (ii) The place of arbitration shall be Delhi. The language of the arbitration shall be English.
- (iii) The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- (iv) The award shall be enforceable in any court having jurisdiction, subject to the applicable Laws.
- (v) The provisions of this Article shall survive the termination of this Agreement for any reason whatsoever.

16.4 Parties to Perform Obligations:

Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 16.3 and save as the Appropriate Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (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 Customers**

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

- a. It has all requisite powers and has been duly authorized to execute and consummate this Agreement;
- b. This Agreement is enforceable against the said Long Term Transmission Customer in accordance with its terms;
- c. The consummation of the transactions contemplated by this Agreement on the part of said Long Term Transmission Customer will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the said Long Term Transmission Customer is a Party or to which the said Long Term Transmission Customer is bound, which violation, default or power has not been waived;
- d. The said Long Term Transmission Customer is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the said Long Term Transmission Customer;
- e. There are no actions, suits, claims, proceedings or investigations pending or, to the best of the said Long Term Transmission Customer's knowledge, threatened in writing against the said Long Term Transmission Customer at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to comply with its obligations under this Agreement;

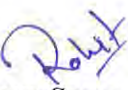
17.1.2 Each of the said Long Term Transmission Customer makes all the representations and warranties above to be valid as on the date of this Agreement.

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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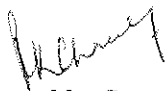

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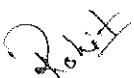
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- c. The consummation of the transactions contemplated by this Agreement on the part of the TSP will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, 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.

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


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ARTICLE: 18

18 MISCELLANEOUS PROVISIONS**18.1 Lead Long Term Transmission Customer:**

- 18.1.1 The Long Term Transmission Customers hereby appoint and authorise “**SBE Renewables Seventeen Private Limited**” (hereinafter referred to as the “Lead Long Term Transmission Customer”) to represent all the Long Term Transmission Customers for discharging the rights and obligations of the Long Term Transmission Customers, which are required to be undertaken by all the Long Term Transmission Customers. All the Long Term Transmission Customers shall follow and be bound by the decisions of the Lead Long Term Transmission Customer on all matters specified in the Schedule 8 of this Agreement. Accordingly each Long Term Transmission Customer agrees that any decision, communication, notice, action or inaction of the Lead Long Term Transmission Customer on such matters shall be deemed to have been on its/his behalf and shall be binding on each of the Long Term Transmission Customer. The TSP shall be entitled to rely upon any such action, decision or communication or notice from the Lead Long Term Transmission Customer. It is clarified that provisions under this Article 18.1 are not intended to and shall not render the Lead Long Term Transmission Customer liable to discharge Transmission Charges payments due to TSP from the other Long Term Transmission Customers.
- 18.1.2 The Long Term Transmission Customers hereby also appoint and authorise “**Renew Surya Aayan Private Limited**” (hereinafter referred to as the “Alternate Lead Long Term Transmission Customer”), to act as Lead Long Term Transmission Customer as per the provisions of this Article 18.1.2, on the occurrence of any Event of Default specified in Article 13 by the Lead Long Term Transmission Customer. In such an event, the TSP may, at its option, within a period of fifteen (15) days from the date of issue of the TSP’s Preliminary Termination Notice referred to in Article 13 and if the said default by the Lead Long Term Transmission Customer subsists, specify in writing to all the Long Term Transmission Customers that the Alternate Lead Long Term Transmission Customer shall thereafter act as the Lead Long Term Transmission Customer. In such a case, if the TSP so notifies, the Alternate Lead Long Term Transmission Customer shall, thereafter, act as Lead Long Term Transmission Customer for the purposes of this Agreement, and the Lead Long Term Transmission Customer earlier appointed under Article 18.1.1 shall automatically cease to be the Lead Long Term Transmission Customer. It is clarified that all decisions taken by the “**SBE Renewables Seventeen Private Limited**” appointed under Article 18.1.1, in its capacity as Lead Long Term Transmission Customer before such change, shall continue to be valid, in accordance with this Agreement.
- 18.1.3 In the event of “**Renew Surya Aayan Private Limited**” becoming the Lead Long Term Transmission Customer as per Article 18.1.2, all the Long Term Transmission Customers shall also appoint any of Long Term Transmission Customers, other than “**SBE Renewables Seventeen Private Limited**”, appointed under Article 18.1.1, as an Alternate Lead Long Term Transmission Customer and thereafter the provisions of Article 18.1.2 shall be applicable.


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

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

18.2 Equity Lock-in Commitment:

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

- (a) Fifty one percent (51%) up to a period of two (2) years after COD of the Project; and
- (b) Twenty six percent (26%) for a period of three (3) years thereafter

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

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

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

- 18.2.3 Subject to Article 18.2.1, all transfer(s) of shareholding of **Sikar-II Aligarh**


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Transmission Limited by any of the entities referred to in Article 18.2.1 and 18.2.2 above, shall be after prior written permission from the Lead Long Term Transmission Customer.

- 18.2.4 For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate(s) or Ultimate Parent Company in **Sikar-II Aligarh 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 **Sikar-II Aligarh Transmission Limited**, then holding of Selected Bidder A in **Sikar-II Aligarh Transmission Limited** shall be thirty percent (30%);

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

- 18.2.5 The provisions as contained in this Article 18.2 shall override the terms of the consortium agreement submitted as part of the Bid.
- 18.2.6 The TSP shall be responsible to report, within thirty (30) days from the occurrence of any event that would result in any change in the equity holding structure from that existed as on the date of signing of the Share Purchase Agreement. In such cases, the Lead Long Term Transmission Customer would reserve the right to ascertain the equity holding structure and to call for all such required documents / information/clarifications as may be required.

18.3 Language:

- 18.3.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.
- 18.3.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

18.4 Affirmation

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

1. neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and
2. it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this


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Agreement, and the TSP and the Long Term Transmission Customers hereby undertake not to engage in any similar acts during the Term of Agreement.

18.5 Severability

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

18.6 Counterparts

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

18.7 Breach of Obligations

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

18.8 Nomination Restriction

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

18.9 Commercial Acts

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

18.10 Restriction of Shareholders/Owners Liability

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

18.10.2 Further, the financial liabilities of the shareholder/s of each Party to this Agreement shall be restricted to the extent provided in the Indian Companies Act, 2013.

18.11 Taxes and Duties:

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


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

18.11.3 Long Term Transmission Customers shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the TSP by the Long Term Transmission Customers on behalf of TSP or its personnel, provided the TSP has consented in writing to Long Term Transmission Customers for such work, which consent shall not be unreasonably withheld.

18.12 No Consequential or Indirect Losses

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

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

18.13 Discretion:

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

18.14 Confidentiality

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

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

without the prior written consent of the other Parties.

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

18.15 Order of priority in application:

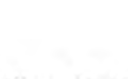
In case of inconsistencies between the terms and conditions stipulated in Transmission License issued by Appropriate Commission to the TSP, agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order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

- terms and conditions of Transmission License


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- applicable Law, rules and regulations framed thereunder,
- this Agreement.

18.16 Independent Entity:

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

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

18.17 Amendments:

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

18.18 Waiver:

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

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

18.19 Relationship of the Parties:

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

18.20 Entirety:

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


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

18.21 Notices:

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

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

Sikar-II Aligarh Transmission Limited

Address

.....

.....

Attention

Email

Fax. No.

Telephone No.

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

1. SBE Renewables Seventeen Private Limited

Address : 1st Floor, WORLD MARK-2

AEROCITY

NEW DELHI - 110037

Attention : PURNENDU KUMAR CHAUHAN

Email : purnendu @ sbenergy.com

Fax. No. : 011 - 4921 8000

Telephone No : 9891780110




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Private Limited

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2. Renew Surya Aayan Private Limited

Address

Commercial Block-1, Zone 6
Golf Course Road, DLF City Phase-V
Gurgaon - 122009, Haryana

Attention

: ROHIT SINGH

Email

: rohit.singh@renewpower.in

Fax. No.

: 0124-4896699

Telephone No

: 9542388443

**3. Renew Surya Vihaan Private Limited**

Address

Commercial Block-1, Zone-6
Golf Course Road, DLF City Phase-V
Gurgaon - 122009, Haryana

Attention

: ROHIT SINGH

Email

: rohit.singh@renewpower.in

Fax. No.

: 0124-4896699

Telephone No

: 9542388443



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

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

18.22 Fraudulent and Corrupt Practices

18.22.1 The TSP and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the subsistence of this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Long Term Transmission Customer(s) may terminate the Agreement without being liable in any manner


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whatsoever to the TSP, if it determines that the TSP has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Long Term Transmission Customer(s) shall forfeit the Contract Performance Guarantee, without prejudice to any other right or remedy that may be available to the Long Term Transmission Customer(s) hereunder or subsistence otherwise.

18.22.2 Without prejudice to the rights of the Long Term Transmission Customer(s) under Clause 18.22.1 hereinabove and the rights and remedies which the Long Term Transmission Customer(s) may have under this Agreement, if a TSP is found by the Long Term Transmission Customer(s) to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of Letter of Intent (hereinafter referred to as LoI) or after the execution of the TSA, the Long Term Transmission Customer(s) may terminate the Agreement without being liable in any manner whatsoever to the TSP. Further, the TSP shall not be eligible to participate in any tender or RFP issued by the Long Term Transmission Customer(s) during a period of 2 (two) years from the date such TSP is found by the Long Term Transmission Customer(s) to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

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

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BPC who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LoI or has dealt with matters concerning the TSA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BPC, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LoI or after the execution of the TSA, as the case may be, any person in respect of any matter relating to the Project or the LoI or the TSA, who at any time has been or is a legal, financial or technical adviser of the BPC in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bid process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the BPC with the objective of canvassing,


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lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and

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

18.23 Compliance with Law:

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

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

1. For and on behalf of "Sikar-II Aligarh Transmission Limited"

Signature :

Name :

Designation :

Address : 9th Floor, A-Wing Statesman House,
Connaught Place, New Delhi – 110 001

2. For and on behalf of "SBE Renewables Seventeen Private Limited"

Signature :

Name :

Designation :

Address :

[Handwritten Signature]
PURNENDU KUMAR CHAUSEY
GENERAL MANAGER
1st FLOOR, WORLD MARK 2
AEROCITY
NEW DELHI – 110 037



[Handwritten Signature]
SBE Renewables Seventeen
Private Limited

[Handwritten Signature]
Renew Surya Aayan
Private Limited

[Handwritten Signature]
Renew Surya Vihaan
Private Limited

Sikar-II Aligarh
Transmission Limited

3. For and on behalf of "Renew Surya Aayan Private Limited "

Signature

:

Rohit

Name

:

ROHIT SINGH

Designation

:

Sr. Manager

Address

:

Commercial Block-1, Zone-6
Golf Course Road, DLF City Phase-V
Gurgaon-122009, Haryana



4. For and on behalf of "Renew Surya Vihaan Private Limited "

Signature

:

Rohit

Name

:

ROHIT SINGH

Designation

:

Sr. Manager

Address

:

Commercial Block-1, Zone-6
Golf Course Road, DLF City Phase-V
Gurgaon-122009, Haryana



WITNESSES:

1. For and on behalf of _____

Signature

.....

Name:

Designation:

Address:

Manish

SBE Renewables Seventeen
Private Limited

Rohit

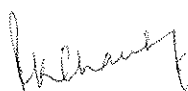
Renew Surya Aayan
Private Limited

Rohit

Renew Surya Vihaan
Private Limited

Sikar-II Aligarh
Transmission Limited

SCHEDULES



**SBE Renewables Seventeen
Private Limited**



**Renew Surya Aayan
Private Limited**



**Renew Surya Vihaan
Private Limited**

**Sikar-II Aligarh
Transmission Limited**

Schedule: 1

[Note: As referred to in the recital of this Agreement and in the definition of "Long Term Transmission Customers" in this Agreement]

Sl. No.	Name of the Long Term Transmission Customer	Address of Registered Office	Allocated Project Capacity (in MW)
1.	SBE Renewables Seventeen Private Limited	1st Floor, WORLDMARK-2 AEROCITY, NEW DELHI-110037	As per PoC Mechanism prescribed by CERC
2.	Renew Surya Aayan Private Limited	138, Ansal Chambers-II, Bhikaji Cama Place Delhi-110066	As per PoC Mechanism prescribed by CERC
3.	Renew Surya Vihaan Private Limited	138, Ansal Chambers-II, Bhikaji Cama Place Delhi-110066	As per PoC Mechanism prescribed by CERC

Note:

- The above list of Long Term Transmission Customers is on date. Any addition or deletion in this list after the award of LoI shall be duly notified to the parties to the TSA.
- The new Long Term Transmission Customers shall become a party to the TSA after agreeing to the terms and conditions of the TSA and signing a Supplemental Agreement as annexed in Schedule 12 to the TSA.
- The transmission scheme would be included in National Transmission Pool for recovering transmission charges through PoC mechanism.
- While the bidding is being done on the basis of existing SBDs, and the list of LTTC is being provided as per the format of the existing SBDs, the transmission charges will be shared and recovered as per the applicable CERC regulation and will be recovered by the CTU from the Designated ISTS customers (DICs) and disbursed to the TSPs as per the Revenue Sharing Agreement.


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Schedule :2

Project Description and Scope of Project

1. Description of the Transmission Scheme

Government of India has set a target for establishing 175 GW renewable capacity by 2022, which includes 100 GW from Solar and 60 GW from Wind. This includes solar generation potential of about 20 GW in Rajasthan. Transmission system for evacuation of 8.9 GW under phase-I has already been taken up for implementation. Transmission system strengthening scheme for evacuation of power from solar energy zones in Rajasthan (11.1 GW – 3 GW through intra state) under Phase II, inter-alia includes evacuation of 1.05GW in Bhadla complex, 2.2GW in Fatehgarh complex, 1.9GW in Ramgarh and 2.95 GW in Bikaner.

For integration and evacuation of power from generation projects in the above areas, a high capacity 765kV and 400kV transmission system interconnecting Bhadla-II, Fatehgarh-II, Sikar & Khetri along with establishment of 765/400kV new substations at Sikar-II & Narela and 400/220kV new substation at Bikaner-II & Ramgarh-II have been planned.

The subject transmission scheme involves implementation of Sikar-II – Aligarh 765 kV D/c which shall facilitate in transfer of power from RE sources in Ramgarh, Fatehgarh & Bhadla complexes through Sikar-II S/s for onward dispersal of power to various beneficiaries.

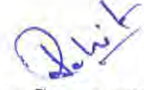
The proposal has been agreed in the 5th meeting of Northern Region Standing Committee on Transmission (NRSCT) held on 13.09.2019. The same was also recommended for implementation through TBCB route with commissioning schedule as December, 2021 in the 6th NCT meeting held on 30.09.2019. Further, MOP vide notification dated 27/01/2020 has appointed PFCCCL as Bid Process Coordinator (BPC) for implementation of subject scheme under TBCB.

2. Detailed Scope of Work

S. No	Name of the Transmission Element	Scheduled COD from Effective Date	Conductor per phase
1.	Sikar-II – Aligarh 765kV D/c line	18 months	Hexa Zebra ACSR The transmission lines shall consist of either ACSR Zebra or


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S. No	Name of the Transmission Element	Scheduled COD from Effective Date	Conductor per phase
			equivalent AAAC or equivalent AL59 conductor as specified under specific technical requirements in RFP.
2.	2 no. of 765 kV line bays at Sikar-II for Sikar-II – Aligarh(GIS) 765kV D/c line 765kV line bays – 2*(Sikar-II S/s)		-
3.	1x330 MVAR switchable line reactor for each circuit at each end of Sikar-II – Aligarh(GIS) 765kV D/c line 330MVAR, 765 kV reactor- 4 (2 reactors each at Sikar-II and Aligarh) Switching equipment for 765 kV reactor - 4 (2 Switching equipment each at Sikar-II and Aligarh) 110 MVAR, 765 kV, 1 ph Reactor (spare unit) at Aligarh-1		-

Note:

- i. * 2 nos. of 765kV GIS line bay modules (up to SF6 to Air bushing outside GIS hall) are already available at Aligarh(GIS) Substation. TSP shall utilize the same for termination of Sikar-II - Aligarh(GIS) 765kV D/c line at Aligarh.
- ii. Developer of Sikar-II S/s to provide space for 2 no of 765 kV bays and space for 2 no of switchable line reactors at Sikar-II substation.
- iii. The spare unit of 765kV, 1x110 MVAR Reactor being provided at Sikar-II PS under 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part C' shall be utilized as common spare for 6x110 MVAR Switchable Line Reactors to be provided at Sikar-II PS each under 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part D' and 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part E'.
- iv. TSP shall assess the available area at 765kV Aligarh Substation and may procure additional land, if required.


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SPECIFIC TECHNICAL REQUIREMENTS FOR TRANSMISSION LINE

- 1.0 The design, routing and construction of transmission lines shall be in accordance with Chapter V, Part A of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time.
- 2.0 Selection of tower type shall be made as per CEA Regulations, however in case lattice type towers are used, the following shall also be applicable:
- 2.1 Steel section of grade E 250 and/or grade E 350 as per IS 2062, only are permitted for use in towers, extensions, gantry structures and stub setting templates. For towers in snowbound areas, steel sections shall conform to Grade-C of IS-2062.
- 2.2 Towers shall be designed as per IS-802:2015, however the drag coefficient of the tower shall be as follows:-

Solidity Ratio	Drag Coefficient
Upto 0.05	3.6
0.1	3.4
0.2	2.9
0.3	2.5
0.4	2.2
0.5 and above	2.0

- 3.0 Transmission Service Provider (TSP) shall adopt any additional loading/design criteria for ensuring reliability of the line, if so desired and /or deemed necessary.
- 4.0 Transmission line shall be designed considering wind zones as specified in wind map given in National Building Code 2016, Vol.1. The developer shall also make his own assessment of local wind conditions and frequent occurrences of high intensity winds (HIW) due to thunderstorms, dust-storms, downburst etc. along the line route and wherever required, higher wind zone than that given in wind map shall be considered for tower design for ensuring reliability of line.
- 5.0
 - A) For power line crossing of 400 kV or above voltage level, large angle & dead end towers (i.e. D/DD/QD) shall be used on either side of power line crossing.
 - B) For power line crossing of 132 kV and 220 kV voltage level, angle towers (B/C/D/DB/DC/DD/ QB/QC/QD) shall be used on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.
 - C) For power line crossing of 66 kV and below voltage level, suspension/tension towers shall be provided on either side of power line crossing depending upon the merit of the prevailing site condition and line deviation requirement.


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 Private Limited**


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6.0 The relevant conductor configuration shall be as follows:-

Transmission line	ACSR Conductor specified	Equivalent AAAC conductor based on 53.5% conductivity of Al Alloy	Equivalent AL59 conductor based on 59% conductivity of AL Alloy	Sub-conductor Spacing
765kV D/C (Hexa Zebra) transmission lines	Zebra : Stranding 54/3.18 mm-Al + 7/3.18 mm-Steel, 428 sq mm, Aluminium area, 28.62 mm diameter Minimum UTS : 130.32 kN	Stranding details: 61/3.19mm 28.71 mm diameter; 487.5 sq.mm Aluminium alloy area Minimum UTS : 135.6 kN	Stranding details: 61/3.08mm 27.7 mm diameter; 454 sq.mm Aluminium alloy area Minimum UTS : 108 kN	457 mm

Note: The transmission lines shall have to be designed for a maximum operating conductor temperature of 85 deg C for ACSR as well as AAAC and AL59

- 7.0 The required phase to phase spacing and horizontal spacing for 765kV line shall be governed by the tower design as well as minimum live metal clearances for 765kV voltage level under different insulator swing angles. However, the phase to phase spacing for 765kV line shall not be less than 15 m.
- 8.0 All electrical clearances including minimum live metal clearance, ground clearance and minimum mid span separation between earth wire and conductor shall be as per Central Electricity Authority (Measures Relating to Safety & Electric Supply) Regulations as amended from time to time and IS:5613. Since these clearances for 765kV are not included in CEA Regulation/ Indian Standard, following values shall be considered:

a) Minimum live metal clearances for 765 kV line:

(i) Under stationary conditions

From tower body: For 765 kV D/C: 6.1 m

For 765 kV S/C: 5.6 m

(ii) Under swing conditions

Wind pressure Condition	Minimum electrical clearance
a) Swing angle (25°)	4.4 mtrs
b) Swing angle (55°)	1.3 mtrs

b) Minimum ground clearance: 18 m

c) Minimum mid span separation between earthwire and conductor: 9.0 m


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- 9.0 Shielding angle shall not exceed 10deg for 765kV D/C Line transmission line.
- 10.0 The Fault current for design of line shall be 50kA for 1 sec for 765kV.
- 11.0 In case of 765kV voltage class lines, at least one out of two earth wires shall be OPGW and second earth wire, if not OPGW, shall be either of galvanized standard steel (GSS) or AACSR or any other suitable conductor type depending upon span length and other technical consideration.
- 12.0 Each tower shall be earthed such that tower footing impedance does not exceed 10 ohms. Pipe type or Counterpoise type earthing shall be provided in accordance with relevant IS. Additional earthing shall be provided on every 7 to 8 kms distance at tension tower for direct earthing of both shield wires. If site condition demands, multiple earthing or use of earthing enhancement compound shall be used.
- 13.0 Pile type foundation shall be used for towers located in river or creek bed or on bank of river having scourable strata or in areas where river flow or change in river course is anticipated, based on detailed soil investigation and previous years' maximum flood discharge of the river, maximum velocity of water, highest flood level, scour depth & anticipated change in course of river based on river morphology data of at least past 20 years to ensure availability and reliability of the transmission line.
- 14.0 Transmission line route shall be finalized, in consultation with appropriate authorities so as to avoid the habitat zones of Great Indian Bustard and other protected species. Bird diverters, wherever required, shall be provided on the line.


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SPECIFIC TECHNICAL REQUIREMENTS FOR SUBSTATION

The proposed augmentation at Sikar-II PS shall be AIS type generally conforming to the requirement of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time.

The proposed augmentation at Aligarh S/s shall be GIS type generally conforming to the requirement of CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations 2010, as amended from time to time.

1.0 Salient features of Substation Equipment and Facilities

The design and specification of substation equipment are to be governed by the following factors:

1.1 Insulation Coordination

The system design parameters for substations/switchyards shall be as given below:

Sl No	Description of parameters	765 kV Aligarh Extn.	765kV Sikar-II Extn.
		765 kV System	765 kV System
1.	System operating voltage	765kV	765kV
2.	Maximum voltage of the system (rms)	800kV	800kV
3.	Rated frequency	50Hz	50Hz
4.	No. of phase	3	3
5.	Rated Insulation levels		
i)	Impulse withstand voltage for (1.2/50 micro sec.) - Transformer and Reactors - for Other Equipment - for Insulator String	1950kVp 2100kVp 2100kVp	1950kVp 2100kVp 2100kVp
ii)	Switching impulse withstand voltage (250/2500 micro sec.) dry and wet	1550kVp	1550kVp
iii)	One minute power frequency dry withstand voltage (rms)	830kV	830kV
iv)	One minute power frequency dry and wet withstand voltage (rms)	-	-
6.	Corona extinction voltage	508 kV	508 kV
7.	Max. radio interference voltage for frequency between 0.5 MHz and 2 MHz	2500 micro-volts at 508 kV rms	2500 micro-volts at 508 kV rms
8.	Minimum creepage distance for insulator string/ longrod insulators/ outdoor bushings	24800 mm (31mm/kV)	24800 mm (31mm/kV)


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Sl No	Description of parameters	765 kV Aligarh Extn.	765kV Sikar-II Extn.
		765 kV System	765 kV System
9.	Minimum creepage distance for switchyard equipment other than those mentioned at sl. no. 8 above	20000 (25mm/kV)	20000 (25mm/kV)
10.	Max. fault current	50 kA	50kA
11.	Duration of fault	1 sec	1 Sec

1.2 Switching Scheme

The switching schemes, as mentioned below, shall be adopted at various voltage levels of substation/switchyard:

Substation	765kV side
765 kV Sikar-II PS	One & half breaker (AIS)
765 kV Aligarh PS	One & half breaker (GIS)

- i) At 765kV voltage level, each circuit of a double circuit transmission line shall be terminated in different diameters. Transformers/bus reactor of same HV rating shall be placed in different diameters.

2.0 Substation Equipment and Facilities (Voltage level as applicable):

The switchgear shall be designed and specified to withstand operating conditions and duty requirements. The rated current of equipment shall be as mentioned below:

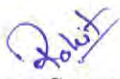
Sl. No	Description of bay	765 kV Sikar-II Extn	765kV Aligarh S/S Extn.
		765kV	400kV
1.	Bus Bar	4000A	4000A
2.	Line bay	3150A	3150A
3.	ICT bay	3150A	3150A
4.	Bus Reactor bay	3150A	3150A
5.	Switched Line Reactor Bay	3150A	3150A

2.1 765/√3 kV Single Phase Shunt Reactor

Reactor shall conform to IEC-60076 in general. The reactor shall be designed to withstand the over-voltages repeatedly without risk of failure at 1.05 U_m continuously, 1.25 U_m for 1 minute and 1.50 U_m for 5 seconds (where U_m is 800/√3 kV). The reactors shall be designed for switching surge overvoltage of 1.9 p.u. and temporary over voltage of the order of 1.4 p.u. for about 10 cycles followed by power frequency overvoltage upto 830 kVrms for about five minutes. The reactor shall withstand the


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stress due to above transient dynamic conditions which may cause additional current flow as a result of changed saturation characteristics/slope beyond 1.25 p.u. voltage.

The shunt reactor shall be of gapped core type construction. The impedance ratio (X_0/X_1) specified shall be achieved adopting by either single phase construction in separate tanks or 3 limb core construction. Core shall be constructed from non-ageing, cold rolled grain oriented silicon steel laminations with requisite BIS certification.

Shunt Reactors shall be capable of operating continuously at a voltage 5% higher than their rated voltage and the thermal & cooling system shall be designed accordingly considering maximum ambient temperature as 50 Deg C.

Reactor shall be designed so that tank hotspot shall not exceed 110 deg C, considering maximum ambient temperature of 50 Deg. C.

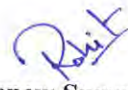
The reactor shall be complete with all required accessories, Bushing CTs, Neutral CT (outdoor type) (if required), individual and common marshalling box etc. as required for satisfactory operations of reactor. HV bushing shall be porcelain/composite type and hermetically sealed oil filled condenser type. Neutral Bushing shall be 145kV RIP (Resin Impregnated Paper)/ RIS (Resin Impregnated Synthetic) with composite insulator type.

Spare unit of 765 kV, 1x110 MVar reactor being provided at Sikar-II PS under "Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under phase-II part-C" shall be utilised as common spare for switchable line reactor to be provided at Sikar-II PS under this package. The TSP shall coordinate with the developer of Sikar-II PS so that spare unit can be utilized for all the reactor banks without physical movement of the spare unit.

The Technical Particulars / Parameters of 1-phase, 110 MVar, $765/\sqrt{3}$ Reactor are given below:

S. No.	Description	Unit	Technical Parameters
1.	Rated capacity at $765/\sqrt{3}$ kV	MVar	110
2.	Rated Voltage (U_r)	kV	$765/\sqrt{3}$
3.	Maximum continuous operating voltage (U_m) (1 p.u.)	kV	$800/\sqrt{3}$
4.	Winding connection		Star with neutral (in 3 Phase Bank)
5.	Cooling type		ONAN
6.	Frequency	Hz	50
7.	No of Phases		1 (Single)
8.	Reference standard		IEC 60076-6
9.	Service		Outdoor
10.	Duty		Continuous at $800/\sqrt{3}$ kV
11.	Permissible unbalance current		$\pm 1\%$


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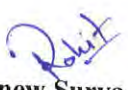

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	among phases		
12.	Crest value of third harmonic content in phase current at rated voltage with sinusoidal wave form		$\leq 3\%$ of the crest value of fundamental
13.	Range of constant impedance		Up to 1.25 p.u. (However, complete saturation characteristics of the Reactors upto 1.5 p.u. Voltage shall be furnished)
14.	Tolerance on current		(i) 0 to +5% for a single-phase unit (ii) $\pm 1\%$ for between units
15.	Ratio of zero sequence reactance to positive reactance (X_0/X_1)		Between 0.9 & 1.0.
16.	Temperature rise over 50 °C Ambient Temp. and at 800/ $\sqrt{3}$ kV		
i)	Top oil measured by thermometer	°C	40
ii)	Average winding measured by resistance method	°C	45
17.	Winding hot spot temperature rise over yearly weighted average temperature of 32 °C	°C	61
18.	Max. tank surface temperature	°C	110
19.	Max design ambient temperature	°C	50
20.	Windings		
i)	Lightning Impulse withstand Voltage		
	Line end	kVp	1950
	Neutral	kVp	550
ii)	Chopped Wave Lightning Impulse Withstand Voltage		
	Line end	kVp	2145
iii)	Switching Impulse withstand Voltage at Line end	kVp	1550
iv)	Power Frequency withstand Voltage		
	Line end	kVrms	830kV rms (Ph to Earth) for 5 min (to be tested)
	Neutral	kVrms	230 (for one minute)
21.	Neutral earthing		Solidly Earthed
22.	Whether neutral is to be brought out		Yes (through 145kV class bushing)


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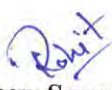

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23.	Tan-delta of windings at ambient Temperature		< 0.005
24.	Bushing		
i)	Rated voltage		
	Line bushing	kV	800
	Neutral bushing	kV	145
ii)	Rated current		
	Line bushing	A	2500
	Neutral bushing	A	1250
iii)	Lightning Impulse withstand Voltage		
	Line bushing	kVp	2100
	Neutral bushing	kVp	650
iv)	Switching Impulse withstand Voltage of Line bushing	kVp	1550
v)	One minute power frequency withstand of bushings (dry)		
	Line bushing	kV rms	970
	Neutral bushing	kV rms	305
v)	Minimum creepage distance		(Specific Creepage Distance: of 25mm/kV corresponding to highest line to line voltage)
	Line bushing	mm	20000
	Neutral bushing	mm	3625
vi)	Partial discharge of bushings at Um (line end and neutral)	pC	< 10
25.	Vibration and tank stress at Um		Max ≤ 200 microns peak to peak Average ≤ 60 microns peak to peak Tank stress: ≤ 2.0 kg/sq.mm at any point of tank
26.	Maximum noise pressure level at rated voltage & frequency	dB	80
27.	Maximum Permissible Losses of Reactor		110MVar
i)	Max. Total loss at rated current and frequency and at 75 ^o C	kW	120
ii)	Max. I ² R Loss at rated current and frequency and at 75 ^o C	kW	60
28.	Insulating oil		Unused inhibited or uninhibited transformer oil conforming to IEC-60296-2012


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The neutral of shunt reactor shall be insulated to 550 kVp for lightning impulse. The neutral of the line reactors (wherever provided) shall be grounded through adequately rated Neutral Grounding Reactors (NGR) to facilitate single phase auto-reclosure, provided that the NGR shall be provided with bypass arrangement through a breaker so that the line reactor can be used as Bus Reactor as and when required. The neutral of Bus Reactor shall be solidly grounded.

Neutral Grounding Reactor (NGR) and Surge Arrester for 765kV line reactors

TSP shall provide NGR of suitable value (Ohm) as per actual line length. NGR shall be oil filled or dry type air core for outdoor application. Line and ground side of NGR shall be rated for 145kV and 36kV class of insulation respectively. Oil filled NGR shall be rated for continuous current of 10A and short time current of 60A r.m.s for 10 seconds while air core NGR shall be rated for continuous current of 20A and short time current of 240A r.m.s for 1 minute. However, the air core NGR shall be designed for a short time current of 600 Amp r.m.s to ensure mechanical robustness. The air core NGR shall be mounted on support structure (non-magnetic material) high above ground level (2.55 meter) to allow free and safe access at ground level for personnel.

The surge arresters (rated voltage 120kV) shall be provided & physically located between the neutral of shunt reactor (brought out at 145kV class bushing) and neutral grounding reactor. The surge arresters shall be of heavy duty station class gapless Metal oxide (ZnO) type conforming in general to IEC-60099-4. Arresters shall be hermetically sealed units, of self-supporting construction, suitable for mounting on structures

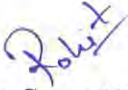
2.2 765kV GIS Substation equipment

GIS (Gas Insulated Switchgear) shall be Indoor type in accordance to IEC: 62271-203. The switchgear shall be designed and specified to withstand operating conditions and duty requirements. All the switchgear such as Circuit Breaker, isolator, earth switch including CT, PT etc. shall be GIS type. The Surge Arrester and Voltage Transformer shall be either GIS or outdoor AIS type.

The GIS assembly shall consist of separate modular compartments e.g. Circuit Breaker compartment, Bus bar compartment filled with SF₆ Gas and separated by gas tight partitions so as to minimize risk to human life, allow ease of maintenance and limit the effects of gas leaks failures & internal arcs etc. These compartments shall be designed to minimize the risk of damage to adjacent sections and protection of personnel in the event of a failure occurring within the compartments. Rupture diaphragms with suitable deflectors shall be provided to prevent uncontrolled bursting pressures developing within the enclosures under worst operating conditions, thus providing controlled pressure relief in the affected compartment. The arrangement of gas sections or compartments shall be such as to facilitate future extension of any make without any drilling, cutting or welding on the existing equipment. To add equipment, it shall not be necessary to move or dislocate the existing switchgear bays. The layout of Gas Insulated Bus Ducts shall be properly planned to optimize the length of bus ducts and for easy


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accessibility for maintenance. The length of busbars, bus ducts, isolator sections shall be optimized considering effects of fast transient voltage due to isolator operations.

The bus bar modules including auxiliary bus modules (wherever applicable) shall be provided with suitable End Piece (Interface) module with the test link facility for future extension as per provisions of future requirement. The end piece module shall be designed in such a way so that future GIS module can be tested without extending test voltage to existing bus and vice-versa by removing the test link.

TSP shall make available the complete details for the design of interface module such as cross section, enclosure material, enclosure dimensions (inner & outer), Flange diameter (inner & outer), conductor cross-section & connection arrangement, bolt spacing & dimension, rated gas pressure, Gasket detail etc. Further, adequate space for GIS busbar interface module shall be taken into account for future scope.

Each section shall have plug-in or easily removable connection pieces to allow for easy replacement of any component with the minimum disturbance to the remainder of the equipment. Inspection windows (View Ports) shall be provided for Disconnectors Switches and both type of earth switches i.e. Maintenance and fast operating.

Local control cabinets (LCC) shall be provided as per requirement. The alarm & annunciation of GIS equipment shall be wired to SCADA System.

The material and thickness of the enclosures shall be such as to withstand an internal flash over without burns through for a period of 300 ms at rated short time withstand current. The material shall be such that it has no effect of environment as well as from the by-products of SF₆ breakdown under arcing condition. This shall be validated with Type Test.

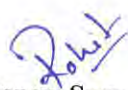
Service continuity requirement for GIS:

The GIS equipment with the given bus switching arrangement shall be divided into different gas compartments. During the work such as a fault repair or major maintenance, requiring the dismantling of a gas compartment for which more than one compartments may need to be de-gassed.

TSP shall meet following Service continuity conditions (to the extent possible) with ensuring equipment and operating personnel's safety:

- For One & half breaker bus switching scheme, during a fault in Circuit Breaker compartment, no bus bar and feeder is permitted out of service during maintenance and repair/replacement.
- For Double Main bus switching scheme, during a fault in Circuit Breaker compartment, no bus bar is permitted out of service during maintenance and repair/replacement.


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- During a fault in GIS compartment other than Circuit Breaker compartment, maximum one bus bar and/or one feeder is permitted out of service during maintenance and repair/replacement.

UHF sensors in GIS for PD (Partial Discharge) detection:

Adequate number of UHF sensors shall be provided in the offered GIS along with suitable portable type PD measuring instrument for detection of Partial discharge (of 5 pC and above as per IEC 60270). The number and location of these sensors shall be based on laboratory test on typical design of GIS as per recommendations of CIGRE Document No. 654 (Application Guide for sensitivity verification for UHF Partial discharge detection system for GIS).

3..1 Circuit Breakers

GIS Circuit breakers shall in general be of C2-M2 class and comply to IEC-62271-100. The rated break time shall not exceed 40 ms for 765kV & 400kV. Circuit breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 765kV lines shall be provided with pre insertion closing resistor of about 450 ohms with 9 ms insertion time or Controlled Switching Device (CSD). The Circuit breakers controlling 400kV lines wherever required shall be provided with pre insertion closing resistor of about 400 ohms with 8 ms insertion time or Controlled Switching Device (CSD) for lines longer than 200 km. The short line fault capacity shall be same as the rated capacity and this is proposed to be achieved without use of opening resistors. Control switching device shall be provided in Circuit Breaker of switchable line reactor bay and in Main & Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and 765/400kV Transformers (wherever applicable).

3..2 Isolators

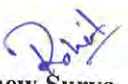
The isolators shall comply to IEC 62271-102 in general. Earth switches are provided at various locations to facilitate maintenance. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. All isolators and earth switches shall be motor operated type.

Isolator shall be of extended mechanical endurance class-M2 and suitable for Bus Transfer Current Switching duty as per IEC standard. High speed earthing switches shall be provided for grounding purpose at overhead line terminations & cable terminations & cable terminations and shall have fault making capability as specified. Earth switch for line isolator shall be of earthing switch class E1 and shall be suitable for induced current switching duty as defined for Class-B as per relevant standard.

3..3 Current Transformers

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) shall have five cores (four for protection and one for metering) whereas; CT in Tie bays shall have six cores (four for protections & two for metering) suitably distributed on both sides of CB (for 400kV and above voltage class). The burden and knee point voltage shall be in


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accordance with the requirements of the system including possible feeds for telemetry. Accuracy class for protection core shall be PX and for metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering & protection system (not more than 20VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs upto 400 kV voltage class and less than 10 for CTs of 765 kV voltage class.

3.4 Voltage Transformer

The voltage transformers shall conform to IEC-61869. Voltage transformers shall be of electromagnetic type with SF₆ gas insulation. The earth end of the high voltage winding and the ends of the secondary winding shall be brought out in the terminal box. The voltage transformers shall be located as a separate bay module and will be connected phase to ground and shall be used for protection, metering and synchronization. The voltage transformers shall be of inductive type, non-resistant and shall be contained in their own-SF₆ compartment, separated from other parts of installation. The voltage transformer shall be effectively shielded against high frequency electromagnetic transients. The voltage transformer shall have three secondary windings. The voltage transformer should be thermally and dielectrically safe when the secondary terminals are loaded with the guaranteed thermal burdens. The accuracy class for protection cores shall be 3P. The accuracy of 0.2 on metering core should be maintained throughout the entire burden range on all the three windings without any adjustments during operation. The rated burden of cores shall be closer to the maximum burden requirement of metering & protection system (not more than 50VA for metering core) for better sensitivity and accuracy.

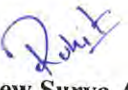
3.5 SF₆ to Air Bushing

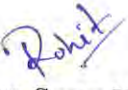
Outdoor bushings, for the connection of conventional external conductors to the SF₆ metal enclosed switchgear, shall be provided. Bushings shall generally be in accordance with the requirements of IEC -60137. The creepage distance over the external surface of outdoor bushings shall not be less than 31 mm/kV. SF₆ to air Bushing shall be of Polymer / composite type and shall be robust and designed for adequate cantilever strength to meet the requirement of seismic condition. The electrical and mechanical characteristics of bushings shall be in accordance with IEC 60137. Polymer / composite insulator shall be seamless sheath of silicone rubber compound. The housing & weather sheds should have silicon content of minimum 30% by weight. It should protect the bushing against environmental influences, external pollution and humidity. The hollow silicone composite insulators shall comply with the requirements of IEC 61462 and the relevant parts of IEC 62217.

2.3 Circuit Breakers (AIS)

The circuit breakers and accessories shall conform to IEC: 62271-100, IEC: 62271-1 and shall be of SF₆ Type. The circuit breakers shall be of class C2-M2 (as per IEC) with regard to restrike probability during capacitive current breaking and mechanical endurance. The rated break time shall not exceed 40 ms for 765kV & 400kV circuit breakers and 60 ms for 220kV circuit breakers. 765kV, 400kV and 220kV Circuit


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breakers shall be provided with single phase and three phase auto reclosing. The Circuit breakers controlling 765kV lines shall be provided with pre insertion closing resistor of about 450 ohms maximum with 9 ms minimum insertion time or Controlled Switching Device. The Circuit breakers controlling 400kV lines of more than 200km length shall be provided with pre insertion closing resistor of about 400 ohms maximum with 8 ms minimum insertion time or Controlled Switching Device. The short line fault capacity shall be same as the rated capacity and this is proposed to be achieved without use of opening resistors. Control switching device shall be provided in Circuit Breaker of switchable line reactor bay and in Main & Tie bay circuit breakers of line with non-switchable line reactors, Bus reactors and 765/400kV Transformers (wherever applicable).

2.4 Isolators (AIS)

The isolators shall comply to IEC 62271-102 in general. 765kV Isolator design shall be double break or vertical break or knee-type. 400 kV and 220kV Isolators shall be double break type. All Isolators and earth switches shall be motor operated. Earth switches shall be provided at various locations to facilitate maintenance. Isolator rated for 765kV, 400kV and 220kV shall be of extended mechanical endurance class-M2 and suitable for bus transfer current switching duty as per IEC-62271-102. Main blades and earth blades shall be interlocked and interlock shall be fail safe type. 765kV, 400kV and 220kV earth switch for line isolator shall be suitable for induced current switching duty as defined for Class-B.

2.5 Current Transformers (AIS)

Current Transformers shall comply with IEC 61869 in general. All ratios shall be obtained by secondary taps only. Generally, Current Transformers (CT) for 765kV & 400kV shall have six cores (four for protection and two for metering). 220kV Current Transformers shall have five cores (four for protection and one for metering). The burden and knee point voltage shall be in accordance with the requirements of the system including possible feeds for telemetry. Accuracy class for protection core shall be PX and for metering core it shall be 0.2S. The rated burden of cores shall be closer to the maximum burden requirement of metering & protection system (not more than 20VA for metering core) for better sensitivity and accuracy. The instrument security factor shall be less than 5 for CTs upto 400 kV voltage class and less than 10 for CTs of 765 kV voltage class.

2.6 Capacitor Voltage Transformers (AIS)

Capacitive Voltage transformers shall comply to IEC 61869 in general. These shall have three secondary out of which two shall be used for protection and one for metering. Accuracy class for protection cores shall be 3P and for metering core it shall be 0.2. The Capacitive voltage transformers on lines shall be suitable for Carrier Coupling. The Capacitance of CVT for 765kV shall be 8800 pF. The Capacitance of CVT for 400kV and 220kV shall be of 4400/8800 pF depending on PLCC requirements. The rated burden of cores shall be closer to the maximum burden requirement of metering &


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protection system (not more than 50VA for metering core) for better sensitivity and accuracy.

2.7 Surge Arresters (AIS)

624kV, 336kV & 216kV Station class, , heavy duty gapless type Surge arresters conforming to IEC 60099-4 in general shall be provided for 800kV, 420kV & 245kV systems respectively. The rated voltage of Surge arrester and other characteristics are chosen in accordance with system requirements. Surge arresters shall be provided near line entrances, transformers & Reactor so as to achieve proper insulation coordination. Surge Arresters shall be provided with porcelain/ polymer housing fitted with pressure relief devices. A leakage current monitor with surge counter shall be provided with each surge arrester.

2.8 Protection Relaying & Control System

The protective relaying system proposed to be provided for transmission lines, auto-transformers, reactors and bus bars to minimize the damage to the equipment in the events of faults and abnormal conditions, is dealt in this section. All main protective relays shall be numerical type with IEC 61850 communication interface. All numerical relays shall have built in disturbance recording feature.

The protection circuits and relays of transformer and reactor shall be electrically and physically segregated into two groups each being independent and capable of providing uninterrupted protection even in the event of one of the protection groups failing, to obtain redundancy, and to take protection systems out for maintenance while the equipment remains in service.

a) Transmission Lines Protection

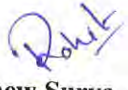
765kV, 400kV and 220kV lines shall have Main-I numerical three zone distance protection scheme with carrier aided inter-tripping feature. 765kV, 400kV and 220kV lines shall also have Main-II numerical distance protection scheme like Main-I but from different make that of Main-I. The Main-I and Main-II protection relays of same make may be provided only if they are of different hardware & manufacturing platform.

However, Line Current Differential relay (with back up distance protection feature) as Main-I and Main-II shall be considered at both ends for short lines (line length below 30kM) having Fibre Optic communication link. Differential relay at remote end shall be provided by the TSP. Associated power & control cabling and integration with SAS at remote end shall be provided by respective bay owner.

In case of 220kV line bays where the line lengths are not indicated, Numerical Distance protection relay as Main-I and Line Current differential relay (with back up distance protection feature) as Main-II shall be provided. Further, in such case, the matching line current differential relay for remote end shall be provided by the remote end bay owner.

In case of loop in loop out of transmission lines, the existing protection scheme shall be studied and suitable up-gradation (if required) shall be carried out.


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Further, all 765kV, 400kV and 220kV lines shall be provided with single and three phase auto-reclosing facility to allow reclosing of circuit breakers in case of transient faults. These lines shall also be provided with distance to fault locators to identify the location of fault on transmission lines.

All 765kV & 400kV lines shall also be provided with two stages over voltage protection. Over voltage protection & distance to fault locator may be provided as in-built feature of Main-I & Main-II protection relays. Auto reclose as built in function of Bay Control Unit (BCU) is also acceptable.

The Main-I and Main-II protection relays shall be fed from separate DC sources and shall be mounted in separate panels.

For 765kV, 400kV and 220kV transmission lines, directional IDMT earth fault relay should be provided as standalone unit or in-built feature of Main-I and Main -II feature.

b) Auto Transformer Protection

These shall have the following protections:

- i) Numerical Differential protection
- ii) Numerical Restricted earth fault protection
- iii) Numerical Back-up Over-current and earth fault protection on HV & MV side
- iv) Numerical Over fluxing protection on HV & MV side
- v) Numerical Overload alarm
- vi) Numerical Back up Impedance protection on HV& MV sides for 765/ 400/ 33kV ICT and on HV side for 400/220/33kV ICT.

Further, Numerical Back-up Over-current and earth fault protection on HV & MV side of autotransformer shall not be combined with other protective functions (except back up Impedance protection) in the main relays and shall be independent relays. Besides these, power transformers shall also be provided with Buchholz relay, protection against high oil and winding temperature and pressure relief device etc.

Suitable monitoring, control (operation of associated circuit breaker & isolator) and protection for LT auxiliary transformer connected to tertiary winding of auto-transformer for the purpose of auxiliary supply shall be provided. The Over current and open delta protection is required to be provided for the auxiliary transformer. These protection and control may be provided as built in feature either in the bay controller to be provided for the auxiliary system or in the control & protection IEDs to be provided for autotransformer.

c) 765kV & 400kV Reactor Protection

Reactor shall be provided with the following protections:

- i) Numerical Differential protection.


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- ii) Numerical Restricted earth fault protection
- iii) Numerical Back-up impedance protection

Besides these, reactors shall also be provided with Buchholz relay, MOG with low oil level alarm, protection against oil and winding temperatures & pressure relief device, etc.

d) Bus bar Protection

The high speed low impedance type bus bar differential protection, which is essential to minimize the damage and maintain system stability at the time of bus bar faults, shall be provided for 765kV, 400kV and 220kV buses. Duplicated bus bar protection is envisaged for 765kV & 400kV bus-bar protection. Bus bar protection scheme shall be such that it operates selectively for each bus and incorporate necessary features required for ensuring security. The scheme shall have complete bus bar protection for present as well as future bays envisaged i.e. input / output modules for future bays shall also be provided.

Bus Bar protection system for new substation shall be de-centralized (distributed) type.

In case, the bus section is provided, then each side of bus section shall have separate set of bus bar protection schemes.

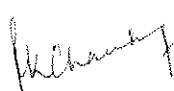
For existing substations, the existing bus bar protection shall be augmented as per requirement.

e) Local Breaker Back up Protection

This shall be provided for each 765kV, 400kV and 220kV circuit breakers and will be connected to de-energize the affected stuck breaker from both sides.

Notes:

1. LBB & REF relays shall be provided separately from transformer differential relay.
2. LBB relay may also be provided as built-in protection function of distributed bus bar protection scheme; however in such case separate LBB relay shall be provided for tie bays (in case of One and Half breaker scheme).
3. Over fluxing & overload protection can be provided as built-in feature of differential relay.
4. In 765kV & 400kV switchyard, if spare bay of half diameter is identified as future, Tie CB relay panel shall be provided with Auto-reclosure feature.
5. The control & protection panels and SAS augmentation works at Aligarh S/S for the line bays and associated switchable Reactor bays under present scope shall be provided by TSP.


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2.9 Substation Automation System

- a) For new substations, state of art Substation Automation System (SAS) conforming to IEC-61850 shall be provided. The distributed architecture shall be used for Substation Automation system, where the controls shall be provided through Bay control units. The Bay control unit is to be provided bay wise for voltage level 220kV and above. All bay control units as well as protection units are normally connected through an Optical fibre high speed network. The control and monitoring of circuit breaker, dis-connector, re-setting of relays etc. can be done from Human Machine Interface (HMI) from the control room.

The functions of control, annunciation, disturbance recording, event logging and measurement of electrical parameters shall be integrated in Substation Automation System.

At new substations, the Substation Automation System (SAS) shall be suitable for operation and monitoring of the complete substation including proposed future bays/elements.

At existing substations with Substation automation system (SAS), augmentation of existing SAS shall be done for bays under present scope.

At existing Substations where Substation automation is not provided, control functions shall be done through control panels.

Necessary gateway & modems (as required) shall be provided to send data to RLDC/SLDC as per their requirement. Any augmentation work at RLDC/SLDC is excluded from TSP's scope. However, all the configuration work at substation end required to send data to RLDC/SLDC shall be in the scope of TSP.

b) Time synchronisation equipment

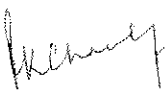
Time synchronization equipment complete in all respect including antenna, cable, processing equipment required to receive time signal through GPS or from National Physical Laboratory (NPL) through INSAT shall be provided at new substations. This equipment shall be used to synchronize SAS & IEDs etc.

3.0 Substation Support facilities

Certain facilities required for operation & maintenance of substations as described below shall be provided at new substation. In existing substation, these facilities have already been provided and would be extended/ augmented as per requirement.

3.2 AC & DC power supplies

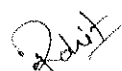
For catering the requirements of three phase & single phase AC supply and DC supply for various substation equipment, the following arrangement is envisaged:-



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- i) For LT Supply at each new Substation, two (2) nos. of LT Transformers (minimum 800kVA for substations with highest voltage rating as 765kV and minimum 630kVA for substations with highest voltage rating as 400kV) shall be provided out of which one shall be connected with SEB/DISCOM supply and other one shall be connected to tertiary of Transformer.

Metering arrangement with Special Energy Meters (SEMs) shall be provided by TSP at 33kV tertiary of Transformer for drawing auxiliary supply at new substation. Such SEMs shall be provided by CTU at the cost of the TSP. Accounting of such energy drawn by the TSP shall be done by RLDC/RPC as part of Regional Energy Accounting.

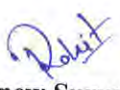
Additionally, Active Energy Meters may be provided at the same point in the 33kV tertiary of Transformer by local SEB/DISCOM for energy

- ii) 2 sets of 220V battery banks for control & protection and 2 sets of 48V battery banks for PLCC/ communication equipment shall be provided at each new Substation. Each battery bank shall have a float-cum-boost charger. Battery shall be of VRLA type.
- iii) Suitable AC & DC distribution boards and associated LT Switchgear shall be provided at new substation. Sizing of LT Switchgear shall be suitable to cater the requirement for all present and future bays. AC & DC distribution boards shall have modules for all the present and future feeders as specified.

For new substation, following switch boards shall be considered with duplicate supply with bus coupler/ sectionalizer and duplicate outgoing feeders except for Emergency lighting distribution board which shall have only one incoming feeder:

- (a) 415V Main Switch board – 1nos.
- (b) AC distribution board – 1nos.
- (c) Main lighting distribution board – 1 no.
- (d) Emergency lighting distribution board – 1 no.
- (e) 220 Volt DC distribution board – 2 nos.
- (f) 48 Volt DC distribution board – 2 nos.
- iv) At new Substation, one no. of DG set (minimum 500 kVA for substations with highest voltage rating as 765kV and minimum 250kVA for substations with highest voltage rating as 400kV) shall be provided for emergency applications.
- v) At new substation, sizing of battery and battery charger shall be done based on the number of bays specified (including future bays).
- vi) For substation extensions, existing facilities shall be augmented as required.


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3.2 Fire Fighting System

Fire-fighting system for substation including Transformer & Reactor shall conform to CEA (Measures Relating to Safety & Electric Supply) Regulations.

Further, adequate water hydrants and portable fire extinguishers shall be provided in the substations. The main header of fire fighting system shall be suitable for extension to bays covered under the future scope; necessary piping interface in this regard shall be provided.

Beam type heat detection for GIS hall fire protection system shall be provided for all the GIS halls.

At existing substations, the fire-fighting systems as available shall be extended to meet the additional requirements.

3.2 Oil evacuating, filtering, testing & filling apparatus

To monitor the quality of oil for satisfactory performance of transformers, shunt reactors and for periodical maintenance necessary oil evacuating, filtering, testing and filling apparatus would be provided at new substations. Oil storage tanks of adequate capacities for storage of transformer oil would be provided.

3.2 Illumination

Normal & emergency AC & DC illumination shall be provided adequately in the control room & other buildings of the substation. The switchyard shall also be provided with adequate illumination.

Lighting of the entire control room building, fire-fighting pump house, other building (if any) and switchyard shall be done by LED based low power consumption luminaries.

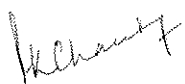
3.2 Control Room

For new substation, substation control room shall be provided to house substation work stations for station level control (SAS) along with its peripheral and recording equipment, AC & DC distribution boards, DC batteries & associated battery chargers, Fire Protection panels, Telecommunication panels & other panels as per requirements. Air conditioning shall be provided in the building as functional requirements. Main cable trenches from the control room shall have adequate space provision for laying of cables from control room for all the future bays also.

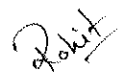
At existing substations, the adequacy of size of control room shall be ascertained and the same shall be augmented as per requirement.

3.2 Control Concept

All the EHV circuit breakers in substation/switching stations shall be controlled and synchronized from the switchyard control room/remote control center. Each breaker would have two sets of trip circuits which would be connected to separate DC supplies


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for greater reliability. All the isolators shall have control from remote/local whereas the earth switches shall have local control only.

3.2 Visual monitoring system for watch and ward of substation premises:

At existing substations, the visual monitoring system, if available, shall be augmented with the existing or better specification as required.

4.0 General Facilities

- a) Line Gantry/Towers are envisaged for bays under present scope only. However, for adjacent future line bay, tower shall be designed for extension (considering Quad conductors for 400kV future lines and single conductor for 220kV future lines) wherever applicable.
- b) Bay extension works at existing substation shall be executed by TSP in accordance with the requirement/provisions mentioned above. However, interface points shall be considered keeping in view the existing design/arrangement at the substation.
- c) TSP has to arrange for construction power and water on its own.
- d) All outdoor steel structures including anchor/foundation bolts shall be fully galvanized. The weight of the zinc coating shall be at least 610 gm/sq.m.
- e) In 765 & 400kV switchyard, if spare bay of half diameter is identified as future, all the equipment for Tie & Future bay shall be designed considering the current rating of line bay i.e. 3150 A.



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SPECIFIC TECHNICAL REQUIREMENT OF COMMUNICATION SYSTEM

In order to meet the requirement for grid management and operation of substations, Transmission Service Provider (TSP) shall conform to the following requirements:

Transmission system strengthening scheme for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part D

1. Sikar II – Aligarh 765kV D/c line

OPGW:

On Sikar-II – Aligarh 765kV D/c line one OPGW containing 24 Fibres is to be installed by the TSP in place of conventional earth wire during the construction of line. The installation of OPGW shall be done from gantry of Sikar-II up to gantry of Aligarh and shall be terminated in a Joint Box to be provided by TSP at both the ends. In case of requirement of repeater to establish link between Sikar-II – Aligarh 765kV D/c, the OPGW (48F) connectivity from power line crossing point up to repeater station shall also be in the scope of TSP.

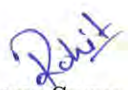
The protection system for 400kV and higher voltage transmission line and the line compensating equipment shall have one hundred percent back up communication channels i.e. two channels for tele- protection in addition to one channel for speech plus data for each direction.

PLCC& PBAX:

Power line carrier communication (PLCC) equipment complete for speech, tele-protection commands and data channels shall be provided on each transmission line. The protections for transmission line and the line compensating equipment shall have hundred percent back up communication channels i.e. two channels for tele- protection in addition to one channel for speech plus data for each direction.. The PLCC equipment shall in brief include the following:-

- Coupling device, line traps, carrier terminals, protection couplers, HF cables, PABX (if applicable) and maintenance and testing instruments.
- At new substation, a telephone exchange (PABX) of 24 lines shall be provided at as means of effective communication among various buildings of the substation, remote end substations and with control centres (RLDC/SLDC) etc.
- Coupling devices shall be suitable for phase to phase coupling for 765kV & 400kV Transmission lines. The pass band of coupling devices shall have sufficient margin for adding communication channel in future if required. Necessary protection devices for safety of personnel and low voltage part against power frequency voltages and transient over voltage shall also be provided.
- The line traps shall be broad band tuned suitable for blocking the complete range of carrier frequencies. Line Trap shall have necessary protective devices such as lightning arresters for the protection of tuning device. Decoupling network consisting of line


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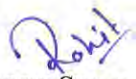

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- traps and coupling capacitors may also be required at certain substation in case of extreme frequency congestion.
- The carrier terminals shall be of single side-band (SSB) amplitude modulation (AM) type and shall have 4 kHz band width. PLCC Carrier terminals and Protection couplers shall be considered for both ends of the line.
 - PLCC equipment for all the transmission lines covered under the scheme (consisting of one set of analog PLCC channel along with circuit protection coupler and one set of Digital protection coupler for both ends) shall be provided by TSP. CVT & Wave trap for all the line bays under present scope shall be provided by TSP.
 - TSP shall provide/ undertake necessary addition/ modification/ shifting/ re-commissioning etc. of PLCC equipment due to LILO of transmission lines (wherever applicable).
 - All other associated equipment like cabling, coupling device and HF cable shall also be provided by the TSP.
- 2. 2 nos. of 765 kV line bays each at Sikar-II and Aligarh for Sikar-II – Aligarh 765kV D/c line**
- (I) TSP shall provide FODP(96 F) and Approach Cable (24F) at Sikar-II, Aligarh S/s and repeater station (if any) which shall be connected with OPGW fibres to be installed on Sikar-II – Aligarh 765kV D/c line.
 - (II) TSP (Transmission Service Provider) shall provide optical interface and/or new STM-16 SDH equipment for Sikar-II, Aligarh S/s and for repeater stations (if required) along with necessary interfaces to meet the voice and data communication requirement of these stations
 - (III) In case of repeater requirement, TSP shall provide Repeater shelter alongwith DG set, provisioning for AC and DC supply and other associated systems.
 - (IV) The integration of Communication equipment with centralized NMS at regional level shall be responsibility of TSP. Configuration work in centralized NMS for integration of new Communication equipment is not in scope of TSP, however all necessary support to integrate new Communication equipment in the Centralized NMS shall be ensured by TSP.
 - (V) TSP shall install required no. of Phasor Measurement Units (PMUs) for all 765kV feeders (under the scope of this project) at Sikar-II, Aligarh S/s and PMUs shall support latest IEEE C-37.118 protocols. These PMUs shall be integrated with the PDC (Phasor Data Concentrator) located at respective RLDC/SLDC
 - (VI) TSP shall install RTU/SAS with necessary interfaces which shall be integrated with respective RLDC SCADA System on IEC 60870-5-101/104 protocol
 - (VII) The maintenance of all the communication equipments including FODP and approach cable, PMUs, RTU/SAS & repeater stations shall be the responsibility of TSP.


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Schedule :3

Scheduled COD

[Note: As referred to in the definition of “Element”, “Scheduled COD”, and in Articles 3.1.3 (0), 4.1 (b) and 4.3 (a) of this Agreement]

All Elements of the Project are required to be commissioned progressively as per the schedule given in the following table:

Sr. No	Name of the Transmission Element	Schedule d 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
1.	Sikar-II – Aligarh(GIS) 765kV D/c line	18 Months	100 %	Elements marked at Sl. No. 1 to 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	2 no. of 765 kV line bays at Sikar-II for Sikar-II – Aligarh(GIS) 765kV D/c line 765 kV line bays – 2* (Sikar-II S/s)			
3.	1x330 MVAR switchable line reactor for each circuit at each end of Sikar-II – Aligarh(GIS) 765kV D/c line 330MVAR, 765 kV reactor - 4 (2 reactors each at Sikar-II and Aligarh) Switching equipment for 765 kV reactor - 4 (2 Switching equipment each at Sikar-II and Aligarh) 110 MVAR, 765 kV, 1 ph Reactor (spare unit) at Aligarh-1			

Note:

- *2 nos. of 765kV GIS line bay modules (up to SF6 to Air bushing outside GIS hall) are already available at Aligarh(GIS) Substation. TSP shall utilize the same for termination of Sikar-II – Aligarh(GIS) 765kV D/c line at Aligarh.
- Developer of Sikar-II S/s to provide space for 2 no of 765 kV bays and space for 2 no of switchable line reactors at Sikar-II substation.
- The spare unit of 765kV, 1x110 MVAR Reactor being provided at Sikar-II PS under 'Transmission system strengthening for evacuation of power from solar energy zones


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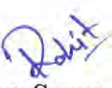
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in Rajasthan (8.1 GW) under Phase II –Part C' shall be utilized as common spare for 6x110 MVAR Switchable Line Reactors to be provided at Sikar-II PS each under 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part D' and 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part E'.

- iv. TSP shall assess the available area at 765kV Aligarh Substation and may procure additional land, if required.

The payment of Transmission Charges for any Element irrespective of its successful commissioning on or before its Scheduled COD shall only be considered after successful commissioning of the Element(s) which are pre-required for declaring the commercial operation of such Element as mentioned in the above table.


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Schedule: 4

Safety Rules and Procedures

[Note: As referred to in Articles 5.6 and 7.1.6 of this Agreement]

1: **Site Regulations and Safety:**

The TSP shall establish Site regulations within sixty (60) days from fulfilment of conditions subsequent, as per Prudent Utility Practices setting out the rules to be observed in the execution of the Agreement at the Site and shall comply therewith.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Project, gate control, sanitation, medical care, and fire prevention, public health, environment protection, security of public life, etc.

Copies of such Site regulations shall be provided to the Lead Long Term Transmission Customer and CEA for the purpose of monitoring of the Project.

2: **Emergency Work:**

In cases of any emergency, the TSP shall carry out all necessary remedial work as may be necessary.

If the work done or caused to be done by any Party other than the TSP, the TSP shall, reimburse the actual costs incurred, to the other Party carrying out such remedial works.

3: **Site Clearance:**

In the course of execution of the Agreement, the TSP shall keep the Site reasonably free from all unnecessary obstruction, storage, remove any surplus materials, clear away any wreckage, rubbish and temporary works from the Site, and remove any equipment no longer required for execution of the Agreement. After completion of all Elements of the Project, the TSP shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site clean and safe.

4: **Watching and Lighting:**

The TSP shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper construction, operation, maintenance/repair of any of the Elements of the Project, or for the safety of the owners and occupiers of adjacent property and for the safety of the public, during such maintenance/repair.


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Schedule :5

Computation of Transmission Charges

[Note: As referred to in the definitions of “Monthly Transmission Charges”, “Monthly Transmission Charges Invoice” and in Articles 10.1, 10.2, 10.3, and 11.7(c) of this Agreement]

1.1 General

- a. The Monthly Transmission Charges to be paid by the Long Term Transmission Customers to the TSP for providing Transmission Service for any Contract Year during the term of the Agreement shall be in accordance with this Schedule.
- b. The Transmission Charges to be paid to the TSP shall comprise of the Escalable Transmission Charges and the Non Escalable Transmission Charges, payable by each Long Term Transmission Customer, in proportion to their Allocated Project Capacity for the Contract Year, as determined by the CERC. In the event of change by CERC in the methodology for the allocation of Transmission Charges between the Long Term Transmission Customers, such revised methodology shall apply.
- c. For the purpose of payment, the Escalable Transmission Charges to be paid in any Contract Year shall be the Escalable Transmission Charge as per Schedule 6 duly escalated as provided in Schedule 7.
- d. In case of any extension of time period for the Scheduled COD, the applicable Transmission Charges in relation to an Element shall be the Transmission Charges of the Contract Year in which the COD of such Element occurs or it has deemed to have occurred, and in relation to the Project, the Transmission Charges applicable will be for the Contract Year in which the COD occurs.
- e. The Annual Transmission Charges shall be the sum of the Payable Annual Escalable Transmission Charges and the Payable Annual Non Escalable Transmission Charges for the Contract Year n.
- f. The Transmission Charges shall be payable based on the Allocated Project Capacity at Target Availability and Incentive for Availability beyond the Target Availability as provided in this schedule shall be admissible for payment. In case of Availability being lower than the Target Availability, the Transmission Charges shall be payable on proportionate basis as provided in this Schedule. In case of the Availability being lower than the level as specified in Article 10.4, the TSP shall pay a penalty as per the provisions in this Schedule. This penalty payable by the TSP shall be apportioned in favour of the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP then existing at the end of the relevant Contract Year.
- g. The Availability shall be calculated as per the procedure specified in Appendix III of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations 2014 as notified by CERC and as attached herewith.


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- h. All applicable Rebates and Surcharges will be computed and Invoices, as required, would be raised based on the provisions laid out in Articles 10.7 of this Agreement.
- i. Reactive Power compensations and payments shall be as per the provisions of the Grid Code.

1.2 Components of Monthly Bill

The Monthly Bill for any month in a Contract Year shall consist of the following:

- i. Monthly Transmission Charges in accordance with Article 1.2.1 below;
- ii. Incentive Payment determined in accordance with Article 1.2.2 below (applicable on annual basis and included only in the Monthly Tariff Payment for the first month of the next Contract Year); and
- iii. Penalty Payment determined in accordance with Article 1.2.3 below (applicable on annual basis and included in the Monthly Tariff Payment for the first month of the next Contract Year).

1.2.1 Computation of Monthly Transmission Charges

The Monthly Transmission Charges for any month 'm' in a Contract Year 'n' shall be calculated as below:

If $CA \geq NA$;

Monthly Transmission Charge MTC (m)=

$$\sum_{m=1}^M [T_{mn} / \text{No. of days in the month 'm' in Contract Year 'n'} * \text{No. of days in the month 'm' in Contract Year 'n' for which bill is raised}] - \sum_{m=1}^{M-1} [MTC(m-1)]$$

ELSE

Monthly Transmission Charge MTC (m)=

$$\sum_{m=1}^M [T_{mn} / \text{No. of days in the month 'm' in Contract Year 'n'} * AA/NA * \text{No. of days in the month 'm' in Contract Year 'n' for which bill is raised}] - \sum_{m=1}^{M-1} [MTC(m-1)]$$

where:

- 'm' is the month in Contract Year 'n'
- M= month considered for payment in the Contract Year 'n'


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- T_{mn} = Transmission Charges for the month 'm' in Contract Year 'n' and is equal to the sum of Monthly Escalable Transmission Charges (METC mn) and Monthly Non Escalable Transmission Charges (MNETC mn)
- CA is the Cumulative Availability, as per REA, from the first day of the Contract Year "n" in which month 'm' occurs up to and including up to the end of the month "m";
- AA is the actual Availability for the month 'm' in the Contract Year n, as per REA, (expressed in percentage);
- NA is the Target Availability;
- MTC (m-1) is the Payable Monthly Transmission Charge for the month '(m-1)' for the Contract Year 'n'
- **Monthly Escalable Transmission Charges (METC mn)**

The Monthly Escalable Transmission Charges (METCmn) for month 'm' for the Contract Year 'n' shall be calculated by the following formula,

$METCmn = [\text{Escalable Transmission Charge for the first Contract year (as provided in Schedule 6)} / \text{No. of days in the Contract Year 'n'}] * \text{No. of days in the month 'm'} * p/q$

Where,

'p' is the escalation index as per Schedule 7 at the beginning of the month 'm' (expressed as a number)

'q' is the escalation index as per Schedule 7 applicable as at the beginning of the first Contract Year mentioned in Schedule 6 (expressed as a number)

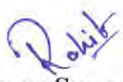
- **Monthly Non Escalable Transmission Charges (MNETCmn)**

The Monthly Non Escalable Transmission Charges (MNETCmn) for month 'm' for the Contract Year 'n' shall be calculated as follows;

$MNETCmn = [\text{Non Escalable Transmission Charge for the Contract year 'n' (as provided in Schedule 6)} / \text{No. of days in the Contract Year 'n'}] * \text{No. of days in the month 'm'}$

Provided, no Transmission Charges shall be paid during the period for which the RLDC has not allowed the operation of the Element/Project due to the failure of the TSP to operate it as per the provisions of the Grid Code.


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1.2.2 Incentive Payment

If and to the extent the Availability in a Contract Year exceeds ninety eightpercent (98%) for AC system/ninety five percent(95%) for HVDC system, the TSP shall be entitled for an annual Incentive as calculated below:

$$\text{Incentive} = 0.02 \times \text{Annual Transmission Charges} \times (\text{Actual Annual Availability} - \text{Target Availability})$$

Provided that no Incentive shall be payable above the Availability of 99.75% for AC system and 98.5% for HVDC system.

Incentive shall be shared by the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by then existing at the end of the relevant Contract Year.

1.2.3 Penalty

If and to the extent that the Availability in a Contract Year falls below ninety five percent (95%) for AC system / ninety two percent (92%) for HVDC system, the TSP shall be entitled for an annual penalty as per the formula given below:

$$\text{Penalty} = 0.02 \times \text{Annual Transmission Charges} \times (\text{Target Availability} - \text{Actual Annual Availability})$$

The penalty payable by the TSP shall be apportioned in favour of the Long Term Transmission Customer(s) in the ratio of the Transmission Charges paid or actually payable to the TSP by them existing at the end of the relevant Contract Year.

1.2.4 Recovery from Short Term Transmission Customers

The Transmission Charges to be paid by the Long Term Transmission Customers to the TSP shall stand reduced in proportion to their then existing Allocated Project Capacity at the end of the relevant month, to the extent of adjustable revenues from Short Term Transmission Customers.

The charges payable by the Short Term Transmission Customers shall be calculated on the basis of the provisions of the Central Electricity Regulatory Commission (Open Access in Inter-state Transmission) Regulations, 2004 or as amended from time to time.

1.3 Scheduling Charges

The payment of scheduling charges to the respective RLDC or SLDC, as the case may be, shall be the responsibility of the Long Term Transmission Customers.



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Schedule :6

Transmission Charges

[Note: As referred toin the definitions of “Element”, “Escalable Monthly Charges”, “Non Escalable Monthly Charges” and “Monthly Transmission Charges” and in Clauses 1.1 (c)of Schedule 5 of this Agreement]

[To be incorporated from the Bid of the Selected Bidder]

[In case of pre-signing of RFP Project Documents, this needs to be inserted after selection of the Selected Bidder]

[This table needs to be replicated exactly as from Annexure-22 of the RFP (i.e. Financial Bid of Selected Bidder)]


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Schedule :7

Escalation Index

[Note: As referred to in Clause 1.1 of Schedule 5 of this Agreement]

The index ("Escalation Index") to be applied for escalation of Escalable Transmission Charges shall be computed by assuming that as on the date of the Bid Deadline, the value of such Escalation Index is 100. Thereafter, for each month after the Bid Deadline, the value of the Escalation Index shall be computed by applying the per annum inflation rate specified by CERC for payment of Escalable Transmission Charges, as per the provisions of the Competitive Bidding Guidelines.

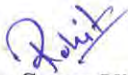
For the avoidance of doubt, it is clarified that:

- if the prevailing inflation rate specified by CERC is 4.7% per annum, then at the end of the first month after the Bid Deadline, the value of the Escalation Index shall be 100.3917 [i.e., $100 * (1 + 4.7/12)$] for Escalable Transmission Charges. Thereafter, at the end of the second month beyond such first month, the value of the Escalation Index shall be 100.7849 [i.e., $100.3917 * (1 + 4.7/12)$] and so on. The value of the Escalation Index at the end of the Nth Month after the Bid Deadline shall be calculated as: $100 * (1 + N * 0.047/12)$ for Quoted Escalable Energy Charges.
- the per annum inflation rate specified by CERC shall be revised only at the end of every six (6) months.
- The value of the Escalation Index shall be calculated upto the fourth decimal point.

In case, due to any reason, CERC discontinues the publication of the inflation rate mentioned above, then the Lead Long Term Transmission Customer and the TSP shall replace the above inflation rate with an inflation rate which shall be computed on the same basis as was being used by CERC to estimate their notified inflation rate.


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Schedule :8

List of Articles

List of Articles under which rights and obligations of the Long Term Transmission Customers (including all matters incidental thereto and related follow-up), which are required to be undertaken by the Lead Long Term Transmission Customer, or by Majority Long Term Transmission Customers or by the Long Term Transmission Customers jointly, respectively:

A) Rights and Obligations of the Long Term Transmission Customers required to be undertaken by the Lead Long Term Transmission Customer

1. **Article 3.3.5** (approach the Appropriate Commission on termination of the Agreement on TSP's not able to meet conditions subsequent)
2. **Article 5.5** (inspection of the Project during the construction phase);
3. **Articles 6.1.1 and 6.1.2** (extension of Scheduled COD);
4. **Article 6.4.1** (communication with the TSP on imposition of liquidated damages)
5. **Articles 7.3.2** (notice for maintenance of Interconnection Facilities under the purview of the Long Term Transmission Customers);
6. **Article 11.7(d)** (inspection of Project during operation of Force Majeure);
7. **Article 13.1(a)** (notice to TSP on abandonment of Project);
8. **Article 13.3 (d)** (to approach the Appropriate Commission for revocation of Transmission Licensee on account of TSP's Event of Default);
9. **Articles 14.2.1(b), 14.2.2(b) and 14.2.2(c)** (notice for patent indemnity);
10. **Article 14.2.1(d)** (provide assistance to the TSP during the proceedings of patent indemnity);
11. **Article 18.2.3** (written permission to TSP for divestment of equity holding and subsequent verification of equity structure, post-divestment); and
12. **Schedule 7** (computation of alternative escalation index in the event of CERC discontinuing publishing of the inflation rate mentioned in this schedule).

B) Rights and Obligations of the Long Term Transmission Customers required to be undertaken by the Majority Long Term Transmission Customers

1. **Article 2.3.1** (decision to continue the Project beyond the Expiry Date);
2. **Article 3.1.3** (waiver of the TSP's obligations due to reasons attributable to the Long Term Transmission Customer(s));
3. **Articles 3.3.2 and 3.3.4** (right to terminate the Agreement on non-fulfillment of conditions subsequent);


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4. **Articles 13.1 (k) and 13.1 (l)** (invocation of termination of the Agreement due to the TSP's Event of Default;
5. **Article 13.3** (notice to TSP for termination of Agreement on TSP's Event of Default;
6. **Article 18.1.2** (in case of any difference of opinion on any decision among the Long Term Transmission Customers, decision in such cases to be taken by the Majority Long Term Transmission Customers); and
7. **Article 18.1.4** (Right to replace the Lead Long Term Transmission Customer).

and any other Articles of this Agreement not specifically mentioned herein, which provide for a joint action by all the Long Term Transmission Customers.


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Schedule: 9

[Appendix of Regulations applicable seven (7) days prior to the Bid Deadline to be inserted by BPC]

Appendix III of Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014


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Appendix-III

Procedure for Calculation of Transmission System
Availability Factor for a Month

1. Transmission system availability factor for a calendar month (TAFM) shall be calculated by the respective transmission licensee, got verified by the concerned RLDC and certified by the Member-Secretary, Regional Power Committee of the region concerned, separately for each AC and HVDC transmission system and grouped according to sharing of transmission charges. Transmission System Availability shall be calculated separately for each Regional Transmission System and inter-regional transmission system. For the purpose of calculation of TAFM:
 - i) AC transmission lines: Each circuit of AC transmission line shall be considered as one element.
 - ii) Inter-Connecting Transformers (ICTs): Each ICT bank (three single phase transformer together) shall form one element.
 - iii) Static VAR Compensator (SVC): SVC along with SVC transformer shall form one element. However, 50% credit to inductive and 50% to capacitive rating shall be given.
 - iv) Bus Reactors/Switchable line reactors: Each Bus Reactor/Switchable line reactors shall be considered as one element.
 - v) HVDC Bi-pole links: Each pole of HVDC link along with associated equipment at both ends shall be considered as one element.
 - vi) HVDC back-to-back station: Each block of HVDC back-to-back station shall be considered as one element. If associated AC line (necessary for transfer of inter-regional power through HVDC back-to-back station) is not available, the HVDC back-to-back station block shall also be considered as unavailable.
2. The Availability of AC and HVDC portion of Transmission system shall be calculated as under:

% TAFM for AC system

$$= \frac{o \times AV_o + p \times AV_p + q \times AV_q + r \times AV_r}{o + p + q + r} \times 100$$

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% TAFM for HVDC system

$$= \frac{s \times AV_s + t \times AV_t}{s + t} \times 100$$

Where

- o = Total number of AC lines.
- AVo = Availability of o number of AC lines.
- p = Total number of bus reactors/switchable line reactors
- AVp = Availability of p number of bus reactors/switchable line reactors
- q = Total number of ICTs.
- AVq = Availability of q number of ICTs.
- r = Total number of SVCs.
- AVr = Availability of r number of SVCs.
- s = Total number of HVDC poles
- AVs = Availability of s number of HVDC poles
- t = Total number of HVDC back-to-back station blocks
- AVt = Availability of t number of HVDC back-to-back station blocks

3. The weightage factor for each category of transmission elements shall be as under:

(a) For each circuit of AC line - Surge Impedance Loading for Uncompensated line (SIL) multiplied by ckt-km.

SIL rating for various voltage level and conductor configuration is given in Appendix-IV. However, for the voltage levels and/or conductor configurations not listed in Annexure-I, appropriate SIL based on technical considerations may be used for availability calculation under intimation to long-term transmission customers/DICs.

For compensated AC line, Surge Impedance Loading (SIL) shall be as certified by the Regional Power Committee (RPC) Secretariat considering the compensation on the line.


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For shunt compensated line the reduced value of SIL shall be taken in accordance with the location of the reactor. Similarly in case of the lines with series compensation the higher SIL shall be taken as per the percentage of compensation.

- (b) For each HVDC pole- The rated MW capacity $\times$ ckt-km
 - (c) For each ICT bank - The rated MVA capacity
 - (d) For SVC- The rated MVAR capacity (inductive and capacitive)
 - (e) For Bus Reactor/switchable line reactors - The rated MVAR capacity.
 - (f) For HVDC back-to-back station connecting two Regional grids- Rated MW capacity of each block.
4. The availability for each category of transmission elements shall be calculated based on the weightage factor, total hours under consideration and non-available hours for each element of that category. The formulae for calculation of Availability of each category of the transmission elements are as per Appendix-V.
 5. The transmission elements under outage due to following reasons shall be deemed to be available:
 - i. Shut down availed for maintenance or construction of elements of another transmission scheme. If the other transmission scheme belongs to the transmission licensee, the Member-Secretary, RPC may restrict the deemed availability period to that considered reasonable by him for the work involved.
 - ii. Switching off of a transmission line to restrict over voltage and manual tripping of switched reactors as per the directions of RLDC.
 6. Outage time of transmission elements for the following contingencies shall be excluded from the total time of the element under period of consideration.
 - i. Outage of elements due to acts of God and force majeure events beyond the control of the transmission licensee. However, onus of satisfying the Member Secretary, RPC that element outage was due to aforesaid events and not due to design failure shall rest with the transmission licensee. A reasonable restoration time for the element



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shall be considered in accordance with Central Electricity Regulatory Commission (Standard of Performance of inter-State transmission licensees) Regulations, 2012 as amended from time to time and any additional time taken by the transmission licensee for restoration of the element beyond the reasonable time shall be treated as outage time attributable to the transmission licensee. Circuits restored through ERS (Emergency Restoration System) shall be considered as available.

- ii. Outage caused by grid incident/disturbance not attributable to the transmission licensee, e.g. faults in substation or bays owned by other agency causing outage of the transmission licensee's elements, and tripping of lines, ICTs, HVDC, etc. due to grid disturbance. However, if the element is not restored on receipt of direction from RLDC while normalizing the system following grid incident/disturbance within reasonable time, the element will be considered not available for the period of outage after issuance of RLDC's direction for restoration.



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Schedule: 10

Entire Bid (both financial bid and technical bid) of the Selected Bidder to be attached


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Schedule: 11

Contract Performance Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country. To be provided separately in the name of each of the Long Term Transmission Customer(s), in proportion to their Allocated Project Capacity as provided in Schedule 1 of this document)

In consideration of the[Insert name of the Selected Bidder or Lead Member in case of the Consortium, with address] agreeing to undertake the obligations under the TSA datedand the other RFP Project Documents and **PFC Consulting Limited** and **Sikar-II Aligarh Transmission Limited**, agreeing to execute the Share Purchase Agreement with the Selected Bidder, regarding setting up the Project, the [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to[Insert Name of the Long Term Transmission Customer]at[Insert the Place from the address of the Long Term Transmission Customer indicated in the TSA] forthwith on demand in writing from[Name of the Long Term Transmission Customer] or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees crores only [Insert the amount of the bank guarantee in respect of the Long Term Transmission Customer as per the terms of TSA separately to each Long Term Transmission Customer in the ratio of Allocated Project Capacities as on the date seven (7) days prior to the Bid Deadline] on behalf of M/s. [Insert name of the Selected Bidder].

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

Our liability under this Guarantee is restricted to Rupees Crore (Rs.) only. Our Guarantee shall remain in force until [Insert the date of validity of the Guarantee as per Article 3.1.2 of this TSA]. The Long Term Transmission Customer 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 the Long Term Transmission Customer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Long Term Transmission Customer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by **Sikar-II Aligarh Transmission Limited**,


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.....[Insert name of the Selected Bidder] and/or any other person. The Guarantor Bank shall not require the Long Term Transmission Customer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Long Term Transmission Customer in respect of any payment made hereunder.

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees Crores only (Rs. Crores) and it shall remain in force until[Date to be inserted on the basis of Article 3.1.2 of this TSA], with an additional claim period of 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 [Insert name of the Selected Bidder or Lead Member in case of the Consortium]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Long Term Transmission Customer serves upon us a written claim or demand.

In witness where of:

Signature


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Renew Surya Aayan
Private Limited


Renew Surya Vihaan
Private Limited

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Name:

Power of attorney No.:

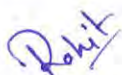
For:

..... [Insert Name of the Bank]

Banker's Seal and Full Address, including mailing address of the Head Office



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Schedule: 12

SUPPLEMENTARY AGREEMENT

BETWEEN

..... [Insert name of the TSP]

AND

..... [Insert name of the new Long Term Transmission Customer 1],

..... [Insert name of the new Long Term Transmission Customer 2],

..... [Insert name of the new Long Term Transmission Customer n]

THIS SUPPLEMENTARY AGREEMENT entered into on [Insert date]
 [Insert day] of [Insert month] in
 [Insert year] by and between, [Insert
 name of the Transmission Service Provider] incorporated under the Companies Act, 1956,
 having its registered office at (here in after referred to as Transmission
 Service Provider or "TSP", which expression shall unless repugnant to the context or meaning
 thereof include its successors, and permitted assigns) as Party of the first part,

AND

..... [Insert name of the new Long Term Transmission Customer '1'] having its
 registered office at [Insert address of the new Long Term Transmission Customer
 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary
 Agreement, (which expression shall unless repugnant to the context or meaning thereof
 include its successors, and permitted assigns) as Party of the second part,

..... [Insert name of the new Long Term Transmission Customer '2'] having its
 registered office at [Insert address of the new Long Term Transmission Customer
 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary
 Agreement, (which expression shall unless repugnant to the context or meaning thereof
 include its successors, and permitted assigns) as Party of the third part,

.

.

..... [Insert name of the new Long Term Transmission Customer 'n'] having its
 registered office at [Insert address of the new Long Term Transmission Customer
 1] and having an Allocated Project Capacity as specified in the Table 2 of this Supplementary
 Agreement, (which expression shall unless repugnant to the context or meaning thereof
 include its successors, and permitted assigns) as Party of the nth part.

WHEREAS:


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- A. The TSP has executed the TSA with the existing Long Term Transmission Customers as listed out in Schedule 1 of the TSA.
- B. The existing Long Term Transmission Customers as listed out in Schedule 1 of the TSA have executed the TSA with the TSP.
- C. The TSP has agreed to provide the Transmission Service to the existing Long Term Transmission Customers as per the terms and conditions of the TSA.
- D. The Allocated Project Capacity of the existing Long Term Transmission Customers as on this date.....[Insert date] is as detailed below:

Table : 1

Sl. No.	Name of the existing Long Term Transmission Customers	Allocated Project Capacity (in MW)
1		
2		
3		
.		
.		

- E. The existing Long Term Transmission Customers have agreed, on the terms and subject to the conditions of the TSA, to use the available transmission capacity of the Project and pay TSP the Transmission Charges as determined in accordance with the terms of the TSA.

NOW THEREFORE THIS AGREEMENT WITNESSETH as under:

- 1) The new Long Term Transmission Customer(s) and their Allocated Project Capacity as on this date.... [Insert date] are as detailed below:

Table 2:

Sl. No.	Name of the new Long Term Transmission Customer(s)	Allocated Project Capacity (in MW)
1		
2		
3		
.		
.		

- 2) The new Long Term Transmission Customer(s) have been granted long term open access from the CTU/STU, as the case may be, and are beneficiaries to the Project.
- 3) The new Long Term Transmission Customer(s) agree to the terms and conditions laid down in the TSA, to use the Project and pay the TSP the Transmission Charges as determined in accordance with the terms of the TSA and the provisions of this Supplementary Agreement.
- 4) The TSP agrees to provide the Transmission Service to the new Long Term Transmission Customer(s) as per the terms and conditions of the TSA.


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- 5) All terms and conditions of the TSA between the TSP and the existing Long Term Transmission Customers (as listed out in Table 1 of this Supplementary Agreement) shall apply, mutatis mutandis without any change, to the new Long Term Transmission Customers (as listed out in Table 2 of this Supplementary Agreement)

IN WITNESS WHEREOF the parties have executed these presents through their Authorised Representatives

WITNESS:

Table 3:

WITNESS

- | | |
|--------------------|--|
| 1. Signature: | For and on behalf of |
| Name: | [Insert name of the TSP] |
| Designation: | |
| 2. Signature: | For and on behalf of |
| Name: | [Insert name of the new Long Term Transmission Customer 1] |
| Designation: | |
| 3. Signature: | For and on behalf of |
| Name: | [Insert name of the new Long Term Transmission Customer 1] |
| Designation: | |
| . | ; |
| n. Signature: | For and on behalf of |
| Name: | [Insert name of the new Long Term Transmission Customer n] |
| Designation: | |

KANCHAN KUMAR CHOUDHARY Digitally signed by KANCHAN KUMAR CHOUDHARY
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SBE Renewables Seventeen Private Limited


Renew Surya Aayan Private Limited


Renew Surya Vihaan Private Limited

Sikar-II Aligarh Transmission Limited



पीएफसी कंसल्टिंग लिमिटेड

(पावर फाइनेंस कॉर्पोरेशन लिमिटेड की पूर्णतः स्वामित्वधीन सहायक कंपनी)

PFC CONSULTING LIMITED

(A wholly owned subsidiary of Power Finance Corporation Limited)

CIN : U74140DL2008GOI175858

Ref. No. 04/ITP-38/20-21/SATL/RfP

June 8, 2021

To,
Mr. B. Vamsi Rama Mohan,
Chief General Manager,
Power Grid Corporation of India Limited,
"Saudamini", Plot No. 2, Sector-29,
Gurgaon-122001, Haryana

FAX : 011- 49962288

E-mail: vamsi@powergrid.in,tbcb@powergrid.in

Sub: Independent Transmission Project "Transmission system strengthening scheme for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase-II-Part D" – Reg.

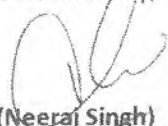
Dear Sir,

This is with reference to LoI issued on February 16, 2021 for establishment of subject transmission project. As per clause 2.15.2 of RfP documents which stipulates that within ten (10) days of the issue of the LoI the selected bidder shall complete all the activities including the acquisition of SPVs.

As the SPV is being transferred on June 08, 2021, the last date for completion of various activities under clause 2.15.2 of RfP document is extended from February 26, 2021 (10 days from LoI) to June 18, 2021.

Thanking you,

Yours faithfully,


(Neeraj Singh)
CGM

KANCHAN
KUMAR
CHOUDHARY

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CHOUDHARY
Date: 2025.10.01
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पंजीकृत कार्यालय : प्रथम तल, "ऊर्जानिधि", 1 बाराखंबा लेन, कनॉट प्लेस, नई दिल्ली-110001

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

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

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

ई-मेल/E-mail : pfcconsulting@pfcindia.com वेबसाइट/Website : www.pfcindia.com



सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRSOffice of the Registrar of Companies
4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U40106DL2020GOI363739

I hereby certify that the name of the company has been changed from SIKAR-II ALIGARH TRANSMISSION LIMITED to POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name SIKAR-II ALIGARH TRANSMISSION LIMITED.

Given under my hand at New Delhi this Thirteenth day of September two thousand twenty-one.

DS DS MINISTRY
OF CORPORATE
AFFAIRS (GOVT
OF INDIA)

KAMNA SHARMA
DROC
Registrar of Companies
RoC - Delhi

KANCHAN
KUMAR
CHOUDHARY

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KANCHAN KUMAR
CHOUDHARY
Date: 2025.10.01 18:10:08
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Mailing Address as per record available in Registrar of Companies office:

POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED

B-9 Qutab Institutional Area, Katwaria Sarai, New Delhi, South Delhi, Delhi, India, 110016



CENTRAL ELECTRICITY REGULATORY COMMISSION

NEW DELHI

Petition No. 136/TL/2021

Subject : Application under Section 14 of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission Licence and other related matters) Regulations, 2009 with respect to Transmission Licence to Fatehgarh Bhadla Transco Limited.

Petitioner : Fatehgarh Bhadla Transco Limited (FBTL)

Respondents : SBE Renewables Seventeen Private Limited and 8 Ors.

Petition No. 141/AT/2021

Subject : Application under Section 63 of the Electricity Act, 2003 for adoption of Transmission Charges with respect to the Transmission System being established by Fatehgarh Bhadla Transco Limited (a 100% wholly owned subsidiary of Power Grid Corporation of India Limited)

Petitioner : Fatehgarh Bhadla Transco Limited (FBTL)

Respondents : SBE Renewables Seventeen Private Limited and 8 Ors.

Petition No. 137/TL/2021

Subject : Application under Section 14 of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission Licence and other related matters) Regulations, 2009 with respect to Transmission Licence to Sikar New Transmission Limited.

Petitioner : Sikar New Transmission Limited (SNTL)

Respondents : SBE Renewables Seventeen Private Limited and 8 Ors.

Petition No. 138/AT/2021

Subject : Application under Section 63 of the Electricity Act, 2003 for adoption of Transmission Charges with respect to the Transmission System being established by Sikar New Transmission Limited (a 100% wholly owned subsidiary of Power Grid Corporation of India Limited)

Petitioner : Sikar New Transmission Limited (SNTL)

Respondents : SBE Renewables Seventeen Private Limited and 8 Ors.



Petition No. 139/TL/2021

Subject : Application under Section 14 of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission Licence and other related matters) Regulations, 2009 with respect to Transmission Licence to Sikar-II Aligarh Transmission Limited.

Petitioner : Sikar-II Aligarh Transmission Limited (SATL)

Respondents : SBE Renewables Seventeen Private Limited and 5 Ors.

Petition No. 140/AT/2021

Subject : Application under Section 63 of the Electricity Act, 2003 for adoption of Transmission Charges with respect to the Transmission System being established by Sikar-II Aligarh Transmission Limited (a 100% wholly owned subsidiary of Power Grid Corporation of India Limited)

Petitioner : Sikar-II Aligarh Transmission Limited (SATL)

Respondents : SBE Renewables Seventeen Private Limited and 5 Ors.

Date of Hearing : 6.8.2021

Coram : Shri P. K. Pujari, Chairperson
Shri I. S. Jha, Member
Shri Arun Goyal, Member
Shri P. K. Singh, Member

Parties Present : Shri Burra Vamsi Rama Mohan, FBTL, SNTL and SATL
Shri V. C. Sekhar, FBTL, SNTL and SATL
Shri Ankit Kumar, RECPDCL
Shri Neeraj Singh, PFCCL
Shri Manish Agrawal, PFCCL
Shri Anubhav Kansal, PFCCL
Shri Harish Bhakuni, PFCCL
Shri Swapnil Verma, CTU
Shri Siddharth Sharma, CTU
Shri Ranjeet Rajput, CTU

Record of Proceedings

Case was called out for virtual hearing.

2. The representative for the Petitioners submitted that Petition Nos. 136/TL/2021, 137/TL/2021 and 139/TL/2021 have been filed for grant of transmission licence under Section 14 of the Electricity Act, 2003 ('the Act') and Petition Nos. 138/AT/2021, 140/AT/2021 and 141/AT/2021 have been filed for adoption of transmission charges under Section 63 of the Act.

3. In response to a specific query of the Commission as to whether the Projects involved in these Petitions or the up-stream or down-stream systems to these Projects fall within the priority and potential habitats of Great India Bustard ('GIB') and consequently, are subject to measures in terms of order of Hon'ble Supreme Court dated 19.4.2021 in IA No.85618/2020 in WP (Civil) No. 838 of 2019, the representative of the Petitioners sought time to furnish his response in this regard.

4. The Commission sought response from CTU about above query. However, despite being present in the hearing, none of the representative acknowledged their presence on behalf of CTU.

5. The Commission directed the Petitioners and Central Transmission Utility to file their respective response to the aforesaid query on or before 13.8.2021. The Commission directed CTU and Bid Process Coordinator ('BPC') to depute the officers well acquainted with the facts to assist the Commission in the next date of hearing. The Commission further directed that the representatives of CTU and BPC must be present for all cases of transmission licence and adoption of tariff in future.

6. These Petitions shall be listed for hearing on 18.8.2021.

By order of the Commission

**Sd/-
(T.D. Pant)
Joint Chief (Law)**

ANNEXURE '6'

Sikar-II Aligarh Transmission Limited**CIN: U40106DL2020GOI363739**(A 100% wholly owned subsidiary of Power Grid Corporation of India Limited)

Ref: – 139/TL/2021 & 140/AT/2021

Dated:13.08.2021

सचिव,
सैंट्रल इलैक्ट्रिसिटी रेगुलेट्री कमीशन (सी.ई.आर.सी.)
तीसरा एवं चौथा तल, चन्द्रलोक भवन,
36, जनपथ, नई दिल्ली-110001.

Sub.: Petition No: 139/TL/2021 & 140/AT/2021

Please find enclosed herewith, affidavit of Sikar-II Aligarh Transmission Limited as part of the application. The same may please be taken on record.

Kindly acknowledge the receipt.

Yours faithfully,



(Alok Kumar Sharma)
Project Incharge

Encl. As above**Copy to**

1.	General Manager SBE Renewables Seventeen Private Limited 1st Floor, Worldmark-2, Aerocity, New Delhi -110037	Respondent
2.	Sr. Manager M/s. Renew Surya Aayan Private Limited Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram – 122009, Haryana	Respondent

3.	Sr. Manager M/s. Renew Surya Vihaan Private Limited Commercial Block-1, Zone-6, Golf Course Road, DLF City Phase-V, Gurugram – 122009, Haryana	Respondent
4.	Head Business Development Eden Renewable Passy Private Limited Unit No. 236 B and C, 1 st Floor, DLF South Court, Saket, New Delhi-110017	Respondent
5.	Chief Executive Officer PFC Consulting Limited (A wholly owned subsidiary of PFC Limited) 9th Floor, Wing-A, Statesman House, Connaught Place, New Delhi - 110001	Respondent
6.	Chief Operating Officer, Central Transmission Utility of India Limited Saudamini, Plot no.2, Sector -29, Gurgaon 122001	Respondent



Sharma

**BEFORE
THE CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 139/TL/2021

IN THE MATTER OF

Application under Section 14 of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission License and other related matters) Regulations, 2009 with respect to Transmission License to Sikar-II Aligarh Transmission Limited (a 100% wholly owned subsidiary of Power Grid Corporation of India Limited)

Sikar-II Aligarh Transmission Limited

(A 100% wholly owned subsidiary of Power Grid Corporation of India Limited)

Registered office: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi 110 016

Address for correspondence: C/o ED (TBCB), Power Grid Corporation of India Limited, Saudamini, Plot no.2, Sector -29, Gurgaon 122001.....**APPLICANT**

AND

General Manager

SBE Renewables Seventeen Private Limited

1st Floor, Worldmark-2, Aerocity,

New Delhi -110037.....**RESPONDENT(S)**

And Others

Petition No. 140/AT/2021

IN THE MATTER OF

Application under Section 63 of the Electricity Act, 2003 for Adoption of Transmission Charges with respect to the Transmission System being established by the Sikar-II Aligarh Transmission Limited (a 100% wholly owned subsidiary of Power Grid Corporation of India Limited)

Sikar-II Aligarh Transmission Limited

(A 100% wholly owned subsidiary of Power Grid Corporation of India Limited)

Registered office: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi 110 016

Address for correspondence: C/o ED (TBCB), Power Grid Corporation of India Limited, Saudamini, Plot no.2, Sector -29, Gurgaon 122001.....**APPLICANT**



Sharma

AND

General Manager
SBE Renewables Seventeen Private Limited
1st Floor, Worldmark-2, Aerocity,
New Delhi -110037.....RESPONDENT(S)

And Others

INDEX

S. No.	Description	Annexure	Pg No.
1	Affidavit		3-5
2	Copy of Order of Hon'ble Supreme Court dated 19.4.2021 in IA No.85618/2020 in WP (Civil) No. 838 of 2019	1	6-28



Sharma

Authorised Signatory
Sikar-II Aligarh Transmission Limited
(A 100% wholly owned subsidiary of Power Grid Corporation of India Limited)

Place: GURUGRAM

Date: 13/08/2021

**BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Affidavit verifying the Application

I, Alok Kumar Sharma, son of Sh. Rajendra Prasad Sharma residing at Flat No. E-702, IBIZA TOWN, Surajkund Road, Sector-39, Faridabad, Haryana-121009 do hereby solemnly affirm and state as follows:

I am the Authorised Signatory of the Applicant Company in the above matter and I am duly authorized by the Applicant Company to affirm this affidavit. I say that I am conversant with the facts and circumstances of this case.

That Petition no. 139/TL/2021 and 140/AT/2021 have been filed by the Petitioner for Grant of Transmission License and Adoption of Transmission Charges before the Hon'ble Commission.

That a hearing on Petition no. 139/TL/2021 and 140/AT/2021 was held on 6th August 2021 by the Hon'ble Commission and vide RoP notified, the following is stated:

Quote

3. In response to a specific query of the Commission as to whether the Projects involved in these Petitions or the up-stream or down-stream systems to these Projects fall within the priority and potential habitats of Great India Bustard ('GIB') and consequently, are subject to measures in terms of order of Hon'ble Supreme Court dated 19.4.2021 in IA No.85618/2020 in WP (Civil) No. 838 of 2019, the representative of the Petitioners sought time to furnish his response in this regard.

4. The Commission sought response from CTU about above query.....

5. The Commission directed the Petitioners and Central Transmission Utility to file their respective response to the aforesaid query on or before 13.8.2021.....

6. These Petitions shall be listed for hearing on 18.8.2021.

Unquote

That the following is submitted in this regard:

1. Bids for the Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase-II Part-D, on build, own, operate and maintain basis (hereinafter referred to as "the Project") consisting of the following



3

Sharma

elements were invited by PFC Consulting Limited who is the Bid Process Coordinator:

Sr.	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 prrequired for declaring the commercial operation (COD) of the respective Element
1.	Sikar-II - Aligarh 765kV D/c line	18 Months	100%	Elements marked at Sl. No. 1 to 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	2 no. of 765 kV line bays at Sikar-II for Sikar-II – Aligarh(GIS) 765kV D/c line			
3.	765kV line bays – 2* (Sikar-II S/s)			
	1x330 MVAR switchable line reactor for each circuit at each end of Sikar-II – Aligarh(GIS) 765kV D/c line			
	330MVAR, 765 kV reactor- 4 (2 reactors each at Sikar-II and Aligarh)			
	Switching equipment for 765 kV reactor - 4 (2 Switching equipment each at Sikar-II and Aligarh)			
	110 MVAR, 765 kV, 1 ph Reactor (spare unit) at Aligarh-1			

2. That from above it may be seen that the transmission project comprises establishment of a new 765kV D/C transmission line from Sikar II substation to substation at Aligarh alongwith associated substation extension works. Sikar II is a new Substation that is not in the scope of the Petitioner and Aligarh is an existing substation owned by Power Grid Corporation of India Limited. The location of Aligarh substation and probable location of Sikar II new substation has been provided by the BPC as part of the Survey report.
3. That none of the above Project elements fall within the priority and potential habitats of Great India Bustard ('GIB') and as such are not subject to measures in terms of order of Hon'ble Supreme Court dated 19.4.2021 in IA No.85618/2020 in WP (Civil) No. 838 of 2019. A copy of the judgement is enclosed and marked as Annexure-1 page 6 to page 28.)



4

Sharma

4. Given that the completion period for the project is 18 months all actions are being taken up for timely completion and presently, awards for all the packages for construction of the project have been placed and work is under progress.
5. As regards the Upstream and Downstream elements of the Project the same is not defined in the Transmission Service Agreement and is not in the scope of Petitioner.
6. The statements made herein are based on applicant company official record maintained in the ordinary course of business and I believe them to be true. The documents attached with this affidavit are legible copies.



Sharma

Authorised Signatory

Sikar-II Aligarh Transmission Limited

(A 100% wholly owned subsidiary of Power Grid Corporation of India Limited)

Place: GURUGRAM

Date: 13/08/2021

VERIFICATION:

I, the Deponent above named hereby solemnly hereby affirm that the contents of the above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom. Verified by me on this the ..13th.. day of ..August..2021 at ..GURUGRAM

Sharma

(DEPONENT)

Witness



ATTESTED AS IDENTIFIED

ADVOCATE & S. L. DARY
PUNJAB & HARYANA

13 AUG 2021

REPORTABLE**IN THE SUPREME COURT OF INDIA****CIVIL ORIGINAL JURISDICTION****I.A. NO.85618 OF 2020****IN****WRIT PETITION (CIVIL) NO.838 OF 2019**

M.K. Ranjitsinh & Ors.

..... Petitioner(s)

Versus

Union of India & Ors.

....Respondent(s)

ORDER

1. The writ petition is filed in the nature of public interest seeking to protect two species of birds namely the Great Indian Bustard ('GIB' for short) and the Lesser

Signature Not Verified

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Sanjay Kumar
Date: 2024.04.19
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Reason: 

Attested from Pg 6 to 28
ATTESTED TRUE COPY 6

Sharma

Authorized Signatory
Sikar-H Aligarh Transmission Limited



Florican, which is on the verge of extinction. The existence of overhead power lines is stated to have become a hazard due to which the said species of birds on collision are getting killed. In the pending writ petition, the application in I.A. No.85618/2020 is filed seeking interim directions to direct the State of Rajasthan (respondents No.5 and 6) and State of Gujarat (respondents No.9 to 11) to ensure predator proof fencing, controlled grazing in the enclosure development and to direct the said respondents not to permit installation of overhead power lines and also not permit further construction of windmills and installation of solar infrastructure in priority and potential habitat as identified by the Wildlife Institute of India. The petitioner is also seeking a direction to the respondents to install divertors for the powerlines which has been listed in the application.

2. The very subject matter indicates that though such directions are sought against the respondents, the litigation is not adversarial in nature as it is community interest. In fact, the petitioners being environmentalists, are seeking to protect the rare birds which are dwindling in number. It is contended that GIB is one of the heaviest flying birds in the

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world, about a meter in height and wing span of around seven feet. It has disappeared from 90 per cent of habitat except parts of Rajasthan and Gujarat which is to be protected. According to the petitioners, overhead power lines are the biggest threat to the survival of the GIBs. The Wildlife Institute of India (WII) in its Report "Power Line Mitigation, 2018" has stated that every year 1 lakh birds die due to collision with power lines. The Report concluded that unless power line mortality is mitigated urgently, extinction of GIBs is certain. Surveys conducted by Wildlife Institute of India (WII) in Thar covering 80 km of power lines repeated 7 times over a year found 289 carcasses of around 30 species, including the Great Indian Bustard (GIB). The study estimated 3 bird mortalities/km/month for low-tension lines, 6 bird mortalities/km/month for high-tension lines, and about 1 lakh birds/per year within a 4200 sq.km area in/around Desert National Park, Rajasthan. In terms of GIB, 6 mortalities have been recorded in Thar during 2017-20, all due to high-tension transmission lines – some of them connected to wind turbine. Therefore, petitioner seeks undergrounding all future overhead power lines; selected



power lines in priority GIB habitat and installation of divertors in potential habitat.

3. In fact, it is admitted by the Ministry of Power, Union of India in their affidavit dated 15.03.2021 as follows:

“The Great Indian Bustard (“GIB”) lacks frontal vision. Due to this, they cannot detect powerlines ahead of them, from far. As they are heavy birds, they are unable to manoeuvre across power lines within close distances. Thus, they are vulnerable to collision with power lines. In case of low voltage lines, electrocution is often the cause of death due to smaller phase to phase separation distance. High voltage lines do not cause death due to electrocution but cause death due to collision.”

4. But, this Court while considering IA Nos.1433 and 1477 of 2005 in the case of **T.N. Godavarman Thirumulpad Vs. Union of India & Ors.** (2012) 3 SCC 277 has observed as hereunder:

“17. Environmental justice could be achieved only if we drift away from the principle of anthropocentric to ecocentric. Many of our principles like sustainable development, polluter-pays principle, intergenerational equity have their roots in anthropocentric principles. Anthropocentrism is always human interest focussed and that non-human has only instrumental value to humans. In other words, humans take precedence and human responsibilities to non-human based benefits to

humans. Ecocentrism is nature-centred where humans are part of nature and non-humans have intrinsic value. In other words, human interest does not take automatic precedence and humans have obligations to non-humans independently of human interest. Ecocentrism is therefore life-centred, nature-centred where nature includes both humans and non-humans. The National Wildlife Action Plan 2002-2012 and the Centrally Sponsored Integrated Development of Wildlife Habitats Scheme, 2009 are centred on the principle of ecocentrism.”

In that context while taking note of the contention of the State relating to lack of funds, reference was made to the Centrally Sponsored Integrated Development of Wildlife Habitats Scheme, 2009 which provides for financial sharing between Centre and State. Though taken note in the context of conservation of wild buffalo the pattern of funding was taken note in para-23 which provides for 100% central assistance in respect of GIB, for both recurring and non-recurring items of expenditure.

5. Further this Court in the case of **Centre for Environmental Law, World Wide Fund – India Vs. Union of India & Ors.**, (2013) 8 SCC 234 while considering the protection and conservation of endangered

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species has observed as hereunder:

“45. We may point out that there has been wide-ranging discussions and deliberations on the international platforms and conferences for rebuilding of certain principles laid down in the earlier conventions on the Principles of Sustainable Development. The United Nations Commission on Environment and Development defined the “sustainable development” as follows:

“Sustainable development is the development that meets the needs of the present without compromising the ability of future generations to meet their own needs.” (World Commission on Economic Development [WCED], 1987 : 43)

46. Sustainable development, it has been argued by various eminent environmentalists, clearly postulates an anthropocentric bias, least concerned with the rights of other species which live on this earth. Anthropocentrism is always human interest focussed thinking that non-human has only instrumental value to humans, in other words, humans take precedence and human responsibilities to non-human are based on benefits to humans. Ecocentrism is nature-centred, where humans are part of nature and non-humans have intrinsic value. In other words, human interest does not take automatic precedence and humans have obligations to non-humans independently of human interest. Ecocentrism is, therefore, life-centred, nature-centred where nature includes both humans and non-humans.”

//



"48. Article 21 of the Constitution of India protects not only the human rights but also casts an obligation on human beings to protect and preserve a species becoming extinct, conservation and protection of environment is an inseparable part of right to life. In *M.C. Mehta v. Kamal Nath* [(1997) 1 SCC 388] , this Court enunciated the doctrine of "public trust", the thrust of that theory is that certain common properties such as rivers, seashores, forests and the air are held by the Government in trusteeship for the free and unimpeded use of the general public. The resources like air, sea, waters and the forests have such a great importance to the people as a whole, that it would be totally unjustified to make them a subject of private ownership. The State, as a custodian of the natural resources, has a duty to maintain them not merely for the benefit of the public, but for the best interest of flora and fauna, wildlife and so on. The doctrine of "public trust" has to be addressed in that perspective.

49. We, as human beings, have a duty to prevent the species from going extinct and have to advocate for an effective species protection regimes. NWAP 2002-2016 and the Centrally-sponsored scheme, 2009 indicate that there are many animal species which are close enough to extinction and some of the other species have already disappeared from this earth. No species can survive on the brink of extinction indefinitely and that the continued existence of any species depends upon various factors like human-animal conflict, epidemics, forest fire and other natural calamities, etc."

The State as well as the Central Government therefore,



have a duty cast to preserve the endangered species and as such the expenses incurred will have to be provided by them either under the schemes available or by earmarking the same in such manner. Needless to mention that in the instant case the preservation is by undergrounding the powerlines and in that context if cost is incurred, it would also be permissible to pass on a portion of such expenses to the ultimate consumer subject to approval of the Competent Regulatory Authority.

6. The respondents though are sensitive to the issue, have contended that the high-voltage lines do not cause GIB deaths due to electrocution but cause death due to collision. It is contended that the underground high-voltage line is not technically feasible due to several factors such as (i) high cost (ii) high downtime to repair any failed cable (iii) non-availability of cables at 765 Kv level and (iv) increase in the number of joints with length of run. The petitioners/applicants in order to controvert the same and contend that the undergrounding of high-



voltage line is not a novel move but has been undertaken in other cases, have referred to the tender notification issued by Power Transmission Corporation of Uttarakhand Limited for 220 KV transmission line and the one issued by Delhi Transport Limited for 220 KV underground cable.

7. In addition, the petitioners have also referred to the invitation of public comments for laying underground cable transmission line of 220 KV by the Government of India, Ministry of Road Transport and Highways. The report published by the Power Grid Corporation is referred to indicate that the undergrounding of 220 KV power line is possible and is being done in India. It is specifically contended that the 10 km long power lines were made underground by GETCO for the safety of Greater Flamingos in the Khadir Region of Kutch. Similar such instances of underground power lines being laid is also referred by Mr. Shyam Divan, learned senior counsel for the petitioner. Ms. Aishwarya Bhati, learned ASG and Dr. Manish Singhvi, learned senior counsel

appearing on behalf of the respondents however sought to indicate that the instances referred, wherein the tender notifications were issued for underground power lines cannot be made comparable in all cases inasmuch as the same would be possible depending on the area, terrain and the distance for which such cable line is to be laid which cannot be of universal application.

8: In that background, keeping in view, the sustainable development concept and on striking a balance the protection of the rare species of birds is essentially to be made, the effort being to save every bird while at the same time allowing transmission of power in an appropriate manner. Even as per the study/survey conducted by the Wildlife Institute of India, it would not be feasible to lay underground power cables in certain areas and the conversion of the already existing cables also cannot be made in certain locations. In such of the locations, it is recommended that 'bird divertors' be installed on the existing power lines and the undergrounding of the new power line wherever technically feasible in the vicinity of the habitats of the

rare species of birds be undertaken.

9. The report dated 11.07.2019 was submitted by the Wildlife Institute before the National Green Tribunal to that effect and para 4.2 of the report reads as hereunder:

“4.2. Mitigate all power transmission lines passing through priority bustard habitats identified by WII (Please refer Annexure 10) by undergrounding cables (where technically/technologically feasible) or installing bird divertors to make them prominent to birds. The priority areas where this intervention is required has been mapped by the Wildlife Institute of India and a technical-cum-financial proposal has been submitted to RVPNL for necessary approvals from Rajasthan Energy Department for mitigation. This action must be expeditiously implemented in the short-term (1-3 years), as power-line mortality is currently the biggest threat to the species.”

10. In addition to the death of the birds due to collision and electrocution, the conservation strategy also requires protecting the eggs of the said species of birds and the same being transferred to breeding centres for the purpose of hatching. In that regard, for conservation, the habitat restoration and for making it predator proof, appropriate fencing is to be provided to the breeding



grounds. In that regard, pictorial representation of the priority and potential area is indicated in Annexure A-7 (page 74) of I.A. No.85618/2020 which is also depicted here below.

11. In the above background, there cannot be disagreement whatsoever that appropriate steps are required to be taken to protect the said species of birds. In that view, insofar as the existing overhead powerlines are concerned the respondents shall take steps forthwith to install divertors and in respect of existing overhead powerlines all future cases of installing the transmission lines a study shall be conducted with regard to the feasibility for the lines to be laid underground. In all such cases where it is feasible, steps shall be taken to lay the transmission line underground. For the lines to be laid in future if as per the technical report the overhead line alone is feasible and the same is ratified by the Committee, in such event the installation of the divertors shall also be a condition attached in the contract to be entered with generating companies. Insofar as, the cost incurred in the said process, the concerned respondents

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No. 5 to 8 and 9 to 11 shall work out and provide for the same and the respondents No.1 to 4 aid in this regard. It would be open to them to muster the resources in accordance with law. In cases where the power generators are required to bear the additional amount adding to the cost of production, it would be open to regulate the manner in which the cost would be mitigated in accordance with contractual terms. Irrespective of the cost factor the priority shall be to save the near extinct birds.

12. In fact, a few suggestions were made in the course of arguments, as to how financial resources can be mobilised. One of the options that could be explored, is to invite the attention of each electricity utility engaged in the generation of power, to Section 135 of the Companies Act, 2013, which imposes corporate social responsibility upon companies having a specified net worth or turnover or net profit. Section 166(2) of the Companies Act, 2013 ordains the Director of a Company to act in good faith, not only in the best interest of the Company, its employees, the



shareholders and the community, but also for the protection of environment. The word "environment", though not defined in the Companies Act, has to be given the meaning assigned to it under the Environment (Protection) Act, 1986. Section 2(a) of the Environment (Protection) Act, 1986, defines the word "environment" to include the *"inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organisms and property"*

Moreover, with the implementation of the Compensatory Afforestation Fund Act, 2016 (CAF, 2016), substantial funds are available with the National and State Authorities. Sections 4, 5 and 6 of the Act, provide for the utilisation of the fund for measures to mitigate threats to wildlife. The State of Rajasthan has already set up a Compensatory Afforestation Fund Management and Planning Authority (CAMPA) on 12.11.2009. Rule 5(2)(i) of these Rules permit the use of the State Fund for the improvement of wildlife habitat. It appears, according to the petitioners that a sum of Rs.47,436 crores, out of a

total of Rs.54,685 crores CAMPA Fund have been transferred by the Union Environment Ministry to the States for afforestation projects.

13. With regard to the conservation of the habitat to secure the safety of the eggs laid by the birds, the area earmarked and indicated as islands and shown in Annexure-A-7 and in light colour in sketch here below shall be fenced and protected from invasion by predators so that the eggs laid in these areas are protected. The power supply line regarding which underground passage is to be made should also avoid these areas.

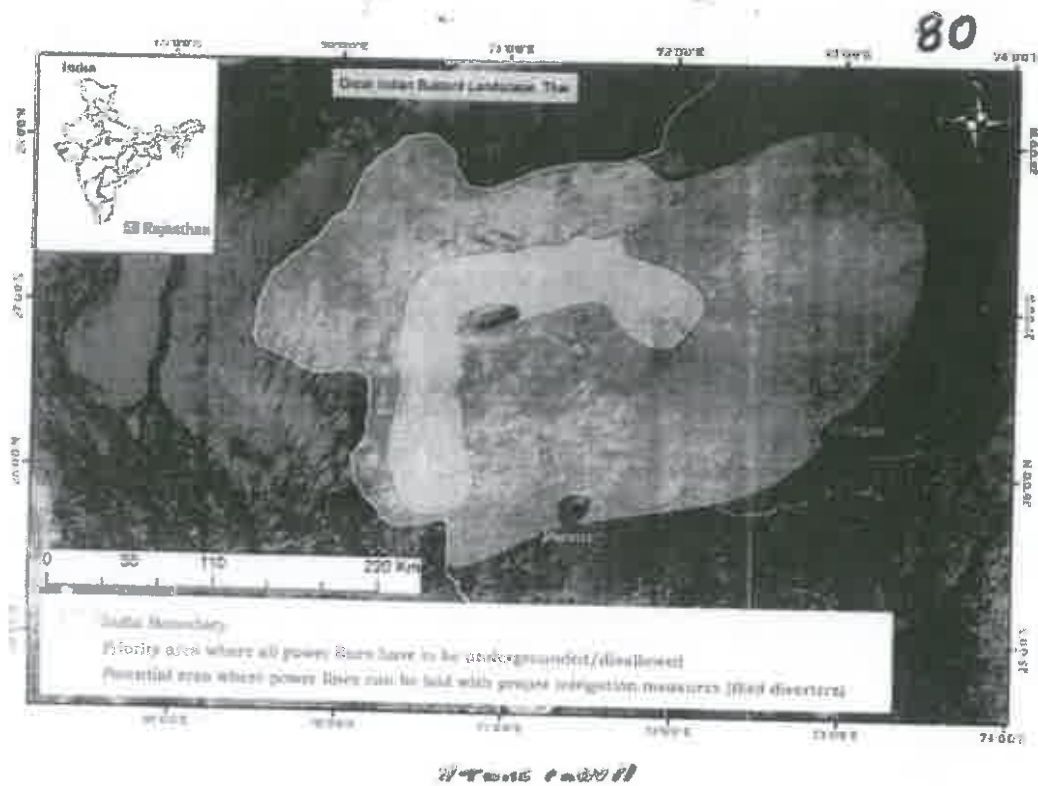
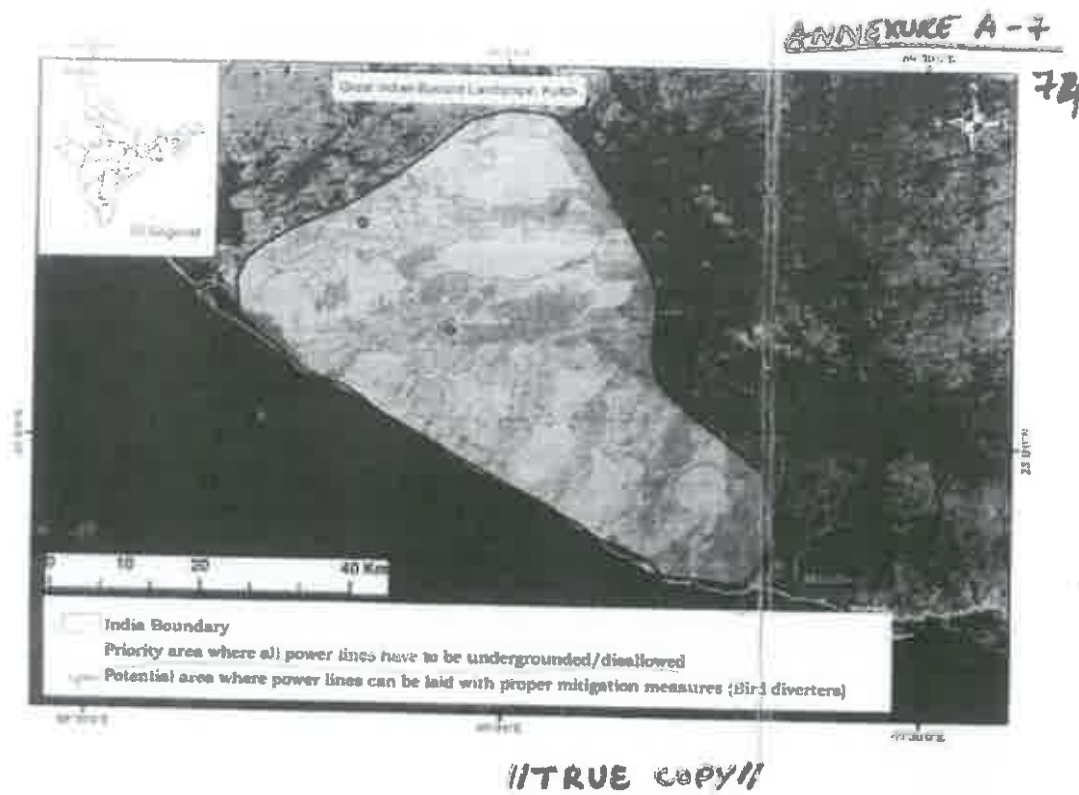
14. In the light of the contentions urged on this aspect of the matter, we are conscious that the laying of the underground power line more particularly of high-voltage though not impossible, would require technical evaluation on case-to-case basis and an omnibus conclusion cannot be reached laying down a uniform method and directions cannot be issued unmindful of the fact situation. Though that be the position the consensus shall be that all low voltage powerlines to be laid in the priority and potential habitats of GIB shall in

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all cases be laid underground in future. In respect of low voltage overhead powerlines existing presently in the priority and potential habitats of GIB, the same shall be converted into underground powerlines. In respect of high-voltage powerlines in the priority and potential habitats of GIB, more particularly the powerlines referred in the prayer column of I.A. No.85618/2020 and indicated in the operative portion of this order shall be converted into underground power line. The potential and priority area in Kutch and Thar respectively are as per the sketch shown below:





While considering the laying of underground power line the said habitats shall be kept in perspective and steps be taken for the safety of the GIB in the said habitat.

15. As already taken note above, the laying of high-voltage underground power line would require expertise to assess the feasibility of the same. For this specific purpose of assessing the feasibility after taking into consideration all technical details, we deem it proper to constitute a committee consisting of the following members:

- (i) Dr. Rahul Rawat,
Scientist,
Room No.021, Block-14,
Ministry of New and Renewable Energy,
CGO Complex, Lodi Road,
New Delhi.
- (ii) Dr. Sutirtha Dutta,
Scientist,
Wildlife Institute of India,
Dehradun.
- (iii) Dr. Devesh Gadhavi,
Deputy Director,
The Corbett Foundation.

The above committee may also obtain technical reports if need be, from experts in the field of electricity



supply to arrive at their decision. The Government of India shall provide all assistance to the Committee.

16. The details of the powerlines from Kutch for installation of bird divertors is as follows:

a) <u>List of powerlines from Kutch for installation of divertors</u>	<u>Capacity</u>
1) Kukdau to Vingaber (8.86 Km)	Unknown
2) Vingaber to Lala (4.84 Km)	Unknown
3) Agriculture area near highway NH-41 (0.53 KM)	Unknown
4) Agriculture area near highway NH-41 (0.86 KM)	Unknown
5) Khirsara village to Khotara town (3.42 Km)	Unknown
6) Prajau Substation to Prajau Village on road side (2.81 Km)	Unknown
7) Part of Bhamedi to Naliya (4.44 Km)	Unknown
8) Part of Fulay vandh to Naliya-Jakhau Road (10.9 Km)	Unknown
9) Part of Kothara Naliya line (9.1 Km)	Unknown
10) Part of Kothara-Naliya Line (6.90 km)	Unknown
11) Part of Vanku to Fulay Vandh (6.25 km)	Unknown

The details of the powerlines for installation of divertors from Rajasthan are as follows:

b) <u>List of powerlines for installation of divertors from Rajasthan</u>	<u>Capacity</u>
1) Jaisalmer – Ramgarh -1 (40 Km)	132 kv
2) Jaisalmer – Ramgarh -2 (40 Km)	132 kv

3) Askandra (Pokran to Askandra) (30 Km)	132 kv
4) Askandra (Pokran to Askandra) (20 Km)	132 kv
5) Amarsagar – Ramgarh (40 Km)	220 kv
6) Amarsagar – Lilo (8 Km)	220 kv
7) Amarsagar – Phalodi (54 Km)	220 kv
8) Amarsagar – Phalodi (71 Km)	220 kv
9) Ramgarh Dechu (49 Km)	220 kv
10) Ramgarh Dechu (43 Km)	220 kv
11) Ramgarh Dechu (50 Km)	220 kv
12) Akai – Ramgarh (55 Km)	400 kv
13) Tejuva – Kuchadi (138 km)	33 kv
14) Kaladongar (70 Km)	33 kv
15) Mokla – Habur – Sanu (301 km)	33 kv
16) Tejuva – Kuchadi (25 km)	132 kv
17) Kaladongar (47 km)	132/220 kv
18) Mokla – Habur – Sanu (43 km)	132/220 kv
19) Chandan Via Bhagu ka Gaon to Mohangarh (70 km)	33 kv
20) Amarsagar – Ramgarh (40 km)	220 kv
21) Amarsagar – Ludarva (4 km)	33 kv

The details of the powerlines to be converted to underground subject to feasibility, if not, to immediately

install divertors;

Lines from Kutch

a) <u>List of powerlines from Kutch for undergrounding</u>	<u>Capacity</u>
1) 220 KV GETCO line next to breeding site 13 cables (3.19 Km)	220 KV
2) Bhachunda GIB habitat to Sandhav River line (2.1 Km)	Unknown
3) Bhanada to Valram Society (6.1 Km)	66 KV
4) GETCO Substation to Dhanawada – Nanawada (9.81 Km)	Unknown

5) GETCO Substation to Kothara-Mothala Road (9.69 Km)	Unknown
6) Jakhau to Prajau road substation (10.9 Km)	Unknown
7) Jakhau to Sindhodi (8.39 Km)	Unknown
8) Jakhau to Sindhodi (8.53 Km)	Unknown
9) Jakhau to Sindhodi (8.57 Km)	Unknown
10) Jakhau-Vanku Road to Prajau Road substation (3.43 Km)	Unknown
11) Kalatalav Khirsara Road (9.0 Km)	Unknown
12) Khirsara Kothara (8.20 Km)	Unknown
13) Khirsara to Kothara River Wastelands (2.24 Km)	Unknown
14) Kunathiya GETCO to Bitta & around Adani Solar (6.65)	220 kv
15) Kunathiya GETCO to Tera (7.32 Km)	66 KV
16) Kunathiya GETCO towards Rava (3.34 km)	66 KV
17) Lala to Jakhau (11.6 Km)	Unknown
18) Line near Khorsara (2.77 Km)	Unknown
19) Line near Lala village (1.45 Km)	Unknown
20) Naliya-Kothara Road (6.58 Km)	Unknown
21) Naliya-Kothara Highway (15.0 Km)	Unknown
22) Naliya-Kothara Highway Line (15.7 km)	Unknown
23) Naliya-Kothara Road to Prajau (9.15 Km)	Unknown
24) Naliya-Kothara Road to Vanku-Lala Road (10.8 km)	66 KV
25) Prajau Road (5.57 Km)	Unknown
26) Prajau to Naliya-Jakhau Road	Unknown
27) Prajau Road line passing through Naliya Grasslands (4.43 km)	Unknown
28) Prajau Road substation to Naliya-Kothara Road substation	Unknown
29) Prajau village to Prajau Road (5.82 Km)	Unknown
30) Part of Bhamedi to Naliya-Jakhau Road (8.19 km)	Unknown
31) Part of Fulay Vandh to Naliya-	Unknown

Jakhau Highway (8.27 Km)	
32) Part of Kothara-Naliya (8.82 Km)	Unknown
33) Part of Kothara-Naliya line (9.36 km)	Unknown
34) Part of Vanku to Fulay Vandh line (1 km)	Unknown
35) Khirsara to Highway River Wastelands (1.59 Km)	Unknown
36) Kunathiya GETCO to Bhanada Village via Agri Farms (12.1 km)	66 KV

Lines from Rajasthan

b)	<u>List of powerlines from Rajasthan for undergrounding</u>	<u>Capacity</u>
1)	Kanoi-Salkha (21 Km)	33 kv
2)	Sam-Dhanana (45 Km)	33 kv
3)	Tejuva-Kuchr (17 Km)	33 kv
4)	Khuchri horizontal-parallel (21 Km)	33 kv

17. The respondents No.5, 6 and 9 to 11 while arranging to lay the powerlines underground in respect of the powerlines, the feasibility of which is not in doubt shall proceed with the work right away. However, in cases where the respondents find that there are issues relating to feasibility, the matter shall be referred to the committee with all relevant material and particulars. The committee shall assess the matter and arrive at a conclusion as to whether the underground powerline is feasible or not. Based on the report to be rendered by the committee the further action shall be taken by the respondent.

18. In all cases where the overhead powerlines exist as on today in the priority and potential GIB area the respondents shall take steps forthwith to install divertors pending consideration of the conversion of the overhead cables into underground powerlines. In all such cases where it is found feasible to convert the overhead cables into underground powerlines the same shall be undertaken and completed within a period of one year and till such time the divertors shall be hung from the existing powerlines.

19. Ordered accordingly.

.....CJI.
(S. A. Bobde)

.....J.
(A.S. Bopanna)

.....J.
(V. Ramasubramanian)

New Delhi,
April 19, 2021



**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

**Petition No. 136/TL/2021,
Petition No. 141/AT/2021,
Petition No. 137/TL/2021,
Petition No.138/AT/2021,
Petition No. 139/TL/2021, and
Petition No. 140/AT/2021**

Coram:

**Shri P.K. Pujari, Chairperson
Shri I. S. Jha, Member
Shri Arun Goyal, Member
Shri P. K. Singh, Member**

Date of Order: 26th August, 2021

Petition No. 136/TL/2021

In the matter of

Application under Section 14 of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission Licence and other related matters) Regulations, 2009 with respect to Transmission Licence to Fatehgarh Bhadla Transco Limited.

Petition No. 141/AT/2021

In the matter of

Application under Section 63 of the Electricity Act, 2003 for adoption of Transmission Charges with respect to the Transmission System being established by Fatehgarh Bhadla Transco Limited (a 100% wholly owned subsidiary of Power Grid Corporation of India Limited)

Fatehgarh Bhadla Transco Limited,
B-9, Qutab Institutional Area, Katwaria Sarai,
New Delhi-110 016

.....**Petitioner**

Vs

1. SBE Renewables Seventeen Private Limited,
1st Floor, Worldmark-2, Aerocity,
New Delhi -110037
2. Renew Surya Aayan Private Limited,
138, Ansal Chambers-II, Bhikaji Cama Place,
New Delhi -110066
3. Renew Surya Vihaan Private Limited,
138, Ansal Chambers-II, Bhikaji Cama Place,
New Delhi -110066

4. Altra Xergi Power Private Limited,
8th Floor, DLF Square, DLF Phase-II,
Gurgaon-122002
5. North Bihar Power Distribution Company Limited,
3rd Floor, Vidyut Bhawan, Bailey Road,
Patna -800001
6. South Bihar Power Distribution Company Limited,
2nd Floor, Vidyut Bhawan, Bailey Road,
Patna -800001
7. Eden Renewable Passy Private Limited,
Unit No. 236 B &C, 1st Floor, DLF South Court, Saket,
New Delhi-110017
8. Chief Executive Officer,
REC Power Distribution Company Limited,
REC Corporate Head Quarter,
C & D Block, Plot No. I – 4, Sector – 29,
Gurugram – 122 001, Haryana
9. Chief Operating Officer,
Central Transmission Utility of India Limited,
Saudamini, Plot No.2, Sector -29,
Gurugram-122001

.....Respondents

Petition No. 137/TL/2021

In the matter of

Application under Section 14 of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission Licence and other related matters) Regulations, 2009 with respect to Transmission Licence to Sikar New Transmission Limited.

Petition No. 138/AT/2021

In the matter of

Application under Section 63 of the Electricity Act, 2003 for adoption of Transmission Charges with respect to the Transmission System being established by Sikar New Transmission Limited (a 100% wholly owned subsidiary of Power Grid Corporation of India Limited)

Sikar New Transmission Limited,
B-9, Qutab Institutional Area, Katwaria Sarai,
New Delhi-110 016

.....Petitioner

Vs

1. SBE Renewables Seventeen Private Limited,
1st Floor, Worldmark-2, Aerocity,

New Delhi -110037

2. Renew Surya Aayan Private Limited,
138, Ansal Chambers-II, Bhikaji Cama Place,
New Delhi -110066
3. Renew Surya Vihaan Private Limited,
138, Ansal Chambers-II, Bhikaji Cama, Place,
New Delhi -110066
4. Altra Xergi Power Private Limited,
8th Floor, DLF Square, DLF Phase-II,
Gurgaon-122002
5. North Bihar Power Distribution Company Limited,
3rd Floor, Vidyut Bhawan, Bailey Road,
Patna -800001
6. South Bihar Power Distribution Company Limited,
2nd Floor, Vidyut Bhawan, Bailey Road,
Patna -800001
7. Eden Renewable Passy Private Limited,
Unit No. 236 B &C, 1st Floor, DLF South Court, Saket,
New Delhi-110017
8. Chief Executive Officer,
REC Power Distribution Company Limited,
REC Corporate Head Quarter,
C & D Block, Plot No. I – 4, Sector – 29,
Gurugram – 122 001, Haryana
9. Chief Operating Officer,
Central Transmission Utility of India Limited,
Saudamini, Plot No.2, Sector -29,
Gurugram-122001

.....Respondents

Petition No. 139/TL/2021

In the matter of

Application under Section 14 of the Electricity Act, 2003 read with Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission Licence and other related matters) Regulations, 2009 with respect to Transmission Licence to Sikar-II Aligarh Transmission Limited.

Petition No. 140/AT/2021

And

In the matter of

Application under Section 63 of the Electricity Act, 2003 for adoption of Transmission Charges with respect to the Transmission System being established by Sikar-II Aligarh Transmission Limited (a 100% wholly owned subsidiary of Power Grid Corporation of India Limited)

Sikar-II Aligarh Transmission Limited,
B-9, Qutab Institutional Area, Katwaria Sarai,
New Delhi-110 016

.....Petitioner

Vs

1. SBE Renewables Seventeen Private Limited,
1st Floor, Worldmark-2, Aerocity,
New Delhi -110037
2. Renew Surya Aayan Private Limited,
138, Ansal Chambers-II, Bhikaji Cama Place,
New Delhi -110066
3. Renew Surya Vihaan Private Limited,
138, Ansal Chambers-II, Bhikaji Cama Place,
New Delhi -110066
4. Eden Renewable Passy Private Limited,
Unit No. 236 B &C, 1st Floor, DLF South Court, Saket,
New Delhi-110017
5. Chief Executive Officer,
PFC Consulting Limited (A wholly owned subsidiary of PFC Limited),
9th Floor, Wing-A, Statesman House, Connaught Place,
New Delhi – 110001
6. Chief Operating Officer,
Central Transmission Utility Private Limited,
Saudamini, Plot No.2, Sector -29,
Gurugram-122001

.....Respondents

Parties present:

Shri Burra Vamsi Rama Mohan for Petitioners
Shri V. C. Sekhar for Petitioners
Shri Mani Kumar for Petitioners
Shri Swapnil Verma, CTU
Shri Siddharth Sharma, CTU
Shri Kashish Bhambhani, CTU
Shri Sandeep Kumawat, CTU
Shri P. S. Hariharan, RECPDCL
Shri Ankit Kumar, RECPDCL
Shri Neeraj Singh, PFCCL
Shri Manish Agrawal, PFCCL
Shri Anubhav Kansal, PFCCL
Shri Harish Bhakuni, PFCCL

ORDER

Petition No. 136/TL/2021 and Petition No.141/AT/2021

The Petitioner, Fatehgarh Bhadla Transco Limited, has filed Petition No. 136/TL/2021 for grant of transmission licence under Section 14 of the Electricity Act,

2003 (hereinafter referred to as “the Act”) read with the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission Licence and other related matters) Regulations, 2009 (hereinafter referred to as “the Transmission Licence Regulations”). It has also filed Petition No. 141/AT/2021 for adoption of transmission charges under Section 63 of the Act in respect of “Transmission System Strengthening for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase II-Part B” to be established on Build, Own, Operate and Maintain (BOOM) basis consisting of the following elements:

Sr. No.	Name of the Transmission Element	Scheduled COD from effective date
1	Fatehgarh-II PS – Bhadla-II PS 765 kV D/c line (2nd)	18 Months
2	2 numbers of 765 kV line bays each at Fatehgarh-II and Bhadla-II for Fatehgarh-II PS – Bhadla- II PS 765 kV D/c line (2nd)	
3	1x240 MVar Switchable line reactor for each circuit at each end of Fatehgarh-II – Bhadla- II 765 kV D/c line (2nd) 240 MVar, 765 kV reactor- 4 (2 reactors each at Fatehgarh-II and Bhadla-II) Switching equipment for 765 kV reactor - 4 (2 Switching equipment each at Fatehgarh-II and Bhadla-II) (1x80 MVar Spare* reactor each at Fatehgarh-II and Bhadla-II to be used as spare for Fatehgarh-II – Bhadla- II 765kV D/c line (2nd)) *not under the present scope	

Note:

- i. POWERGRID to provide space for 2 numbers of 765 kV bays each at Fatehgarh-II and Bhadla-II sub-station and space for 2 numbers of switchable line reactors each at Fatehgarh-II and Bhadla-II sub-station
- ii. TSP shall install the 765 kV line reactor banks at Bhadla II PS under each of the schemes (Part-B, Part-C and Part-E) and all the associated equipment required for switching arrangement viz isolators, circuit breakers, 765 kV & 145 kV (neutral) auxiliary buses, etc., so that spare 1-ph unit, whenever provided in future, is able to replace any of the faulty unit without its physical movement. Respective TSP shall provide the equipment/facilities at Bhadla II PS such that only supply & installation of 1x80 MVAR spare unit of Reactor, associated LA, 1-Ph Circuit Breaker and extension of 765 kV & 145 kV buses will be required for completion of switching arrangement in future.

Petition No. 137/TL/2021 and Petition No.138/AT/2021

2. The Petitioner, Sikar New Transmission Limited, has filed Petition No. 137/TL/2021 for grant of transmission licence under Section 14 of the Act read with the Transmission Licence Regulations. It has also filed Petition No.138/AT/2021 for adoption of transmission charges under Section 63 of the Act in respect of “Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase II-Part C”, to be established on Build, Own, Operate and Maintain (BOOM) basis consisting of the following elements:

Sr. No.	Name of the Transmission Element	Scheduled COD from effective date
1	Establishment of 765/400 kV, 2x1500 MVA at Sikar – II with 400kV (1x125 MVAR) and 765 kV (2x330 MVA) bus reactor. 765/400 kV, 1500 MVA ICT – 2 765/400 kV, 500 MVA spare single phase ICT-1 765 kV ICT bays – 2 400 kV ICT bays – 2 765 kV line bays –2 400 kV line bays- 2 125 MVA, 420 kV bus reactor-1 420 kV reactor bay –1 330 MVA, 765 kV bus reactor- 2 (6x110 MVAR) 765 kV reactor bay- 2 110 MVAR, 765 kV, 1 ph Reactor (spare unit) -1 (common spare unit for banks of Bus Reactor & Line Reactor) Future Provision Space for 765/400kV ICT along with bays-2 765 kV line bays along with switchable line reactors- 10 400 kV line bays along with switchable line reactor- 6 400 kV bus reactor- 2	18 months
2	Bhadla-II PS – Sikar-II 765 kV D/c line	
3	2 numbers of 765 kV line bays at Bhadla- II for Bhadla-II PS- Sikar-II 765 kV D/c line -765 kV line bays -2	
4	1x330 MVA switchable line reactor for each circuit at Sikar-II end of Bhadla-II PS – Sikar-II 765 kV D/c line. -330 MVA, 765 kV reactor- 2	

	-Switching equipment for 765 kV reactor- 2	
5	1x240 MVAR switchable line reactor for each circuit at Bhadla-II end of Bhadla-II PS - Sikar-II 765 kV D/c line -240 MVAR, 765 kV reactor-2 -Switching equipment for 765 kV reactor - 2	
6	Sikar-II – Neemrana 400 kV D/c line (Twin HTLS*)	
7	2 number of 400 kV line bays at Neemrana for Sikar-II -Neemrana 400 kV D/c line (Twin HTLS*) - 400 kV line bays- 2	

*with minimum capacity of 2100 MVA on each circuit at nominal voltage

Note:

i. POWERGRID to provide space for 2 numbers of 765 kV bays at Bhadla-II and space for 2 numbers of switchable line reactors at Bhadla-II substation.

ii. POWERGRID to provide space for 2 numbers of 400 kV bays at Neemrana.

iii. TSP shall install the 765kV Line Reactor banks at Bhadla II PS under each of the schemes (Part-B, Part-C and Part-E) and all the associated equipment required for switching arrangement viz isolators, circuit breakers, 765kV & 145kV (neutral) auxiliary buses etc., so that spare 1-ph unit, whenever provided in future, is able to replace any of the faulty unit without its physical movement. Respective TSP shall provide the equipment/facilities at Bhadla II PS such that only supply & installation of 1x80 MVAR spare unit of Reactor, associated LA, 1-Ph Circuit Breaker and extension of 765kV & 145kV buses will be required for completion of switching arrangement in future.

iv. The spare unit of 765kV, 1x110 MVAR Reactor being provided at Sikar-II PS under 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part C' shall be utilized as common spare for 6x110 MVAR Switchable Line Reactors to be provided at Sikar-II PS each under 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part D' and 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part E'.

Petition No. 139/TL/2021 and Petition No. 140/AT/2021

3. The Petitioner, Sikar-II Aligarh Transmission Limited, has filed the Petition No. 139/TL/2021 for grant of transmission licence under Section 14 of the Act read with Transmission Licence Regulations. It has also filed Petition No. 140/AT/2021 for adoption of transmission charges under Section 63 of the Act in respect of "Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase II-Part D", to be established on Build, Own, Operate and Maintain (BOOM) basis consisting of the following elements:

Sr. No.	Name of the Transmission Element	Scheduled COD from effective date
1	Sikar-II - Aligarh 765 kV D/c line	18 months
2	2 numbers of 765 kV line bays at Sikar-II for Sikar-II – Aligarh(GIS) 765 kV D/c line 765 kV line bays – 2* (Sikar-II S/s)	
3	1x330 MVar switchable line reactor for each circuit at each end of Sikar-II- Aligarh(GIS) 765 kV D/c line 330 MVar, 765 kV reactor- 4 (2 reactors each at Sikar-II and Aligarh) Switching equipment for 765 kV reactor- 4 (2 Switching equipment each at Sikar-II and Aligarh) 110 MVAR, 765 kV, 1 ph Reactor (spare unit) at Aligarh-1	

Note:

- i. * 2 numbers of 765kV GIS line bay modules (up to SF6 to Air bushing outside GIS hall) are already available at Aligarh (GIS) Substation. TSP shall utilize the same for termination of Sikar-II- Aligarh (GIS) 765kV D/c line at Aligarh.
- ii. Developer of Sikar-II S/s to provide space for 2 numbers of 765 kV bays and space for 2 numbers of switchable line reactors at Sikar-II substation.
- iii. The spare unit of 765kV, 1x110 MVAR Reactor being provided at Sikar-II PS under 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part C' shall be utilized as common spare for 6x110 MVAR Switchable Line Reactors to be provided at Sikar-II PS each under 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part D' and 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part E'
- iv. GA drawing indicating the available area at 765kV Aligarh Substation is attached. TSP shall assess the same suitably and may procure additional land, if required.

4. The Petitioners have submitted that in accordance with the “Guidelines for Encouraging Competition in Development of Transmission Projects” and “Tariff Based Competitive Bidding Guidelines for Transmission Service” (hereinafter referred to as “the Guidelines”) issued by Ministry of Power, Government of India, under Section 63 of the Act, REC Transmission Projects Company Limited and PFC Consulting Limited were notified by Ministry of Power, Government of India vide Gazette notification dated 27.1.2020 as the Bid Process Coordinators ('BPC') for the purpose of selection of bidders as Transmission Service Providers ('TSP') to

establish “Transmission System Strengthening for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase-II, Part B”; “Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase-II, Part C”; and “Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase-II, Part D” (hereinafter collectively referred to as “the Projects”), through tariff based competitive bidding process on BOOM basis.

5. REC Transmission Projects Company Limited and PFC Consulting Limited in their capacity as BPC initiated the bid processes on 5.3.2020 and 6.3.2021 and completed the same on 4.6.2021 and 8.6.2021 in accordance with the Guidelines. Pursuant thereto, Power Grid Corporation of India Limited (‘PGCIL’) was selected as the successful bidder in order to establish the Projects and to provide transmission service to the identified Long Term Transmission Customers (‘LTTCS’) of the Projects as specified in the Transmission Service Agreements.

6. The Petitioners were incorporated as the Special Purpose Vehicles (‘SPVs’) by BPCs for the purpose of execution of the Projects, which were acquired by PGCIL after being selected as the successful bidder. Accordingly, the Petitioners have filed these Petitions for grant of transmission licence in respect of the Projects and for adoption of transmission charges as discovered in the bid process.

Hearing dated 6.8.2021

7. The matters were called out for virtual hearing on 6.8.2021 after notice to the Respondents. During the course of hearing, the Commission posed a specific query as to whether the Projects or the up-stream/ down-stream systems to the Projects fall within the priority and potential habitats of Great Indian Bustard (‘GIB’) and

consequently, whether they are subject to the order of the Hon'ble Supreme Court dated 19.4.2021 in IA No. 85618/2020 in WP (Civil) No. 838 of 2019. In response, the representative of the Petitioners sought time to furnish his response in this regard. The Commission also directed CTU to file its response to the aforesaid query. The Commission also directed CTU and BPC to depute the officers well acquainted with the facts to assist the Commission during the next date of hearing. Pursuant to the aforesaid directions of the Commission, the Petitioners have furnished their response vide affidavit dated 13.8.2021.

Submissions by the Petitioners

8. The Petitioner, Fatehgarh Bhadla Transco Limited, has submitted that with regard to 'Transmission System Strengthening for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase II-Part B', BPC in the bid documents had identified the GIB area in the map provided as part of Survey Report wherein all three alternatives for the transmission line have been shown to bypass the priority habitat of GIB and accordingly, the transmission line route for Fatehgarh-II PS - Bhadla-II PS 765 kV D/C has been considered in the bid preparation avoiding the priority habitat of GIB. The Petitioner has submitted that none of the elements of this Project fall within the priority habitat of GIB, but the complete route of 765 kV D/C transmission line between Fatehgarh-II PS and Bhadla-II PS is in the potential habitat of GIB. The Petitioner has further submitted that in accordance with the measures suggested by the Hon'ble Supreme Court vide order dated 19.4.2021, requisite action for compliance shall be taken by the Petitioner, including installation of bird diverters, etc. The Petitioner has also submitted that given the completion period for the Projects being 18 months, actions are being taken for timely completion and presently, awards for all the packages for construction of the

Projects have been placed and work is under progress. It has been further submitted that the up-stream and down-stream elements to the Project are not defined in the Transmission Service Agreement and is not in the scope of the Petitioner.

9. The Petitioners, Sikar New Transmission Limited and Sikar-II Aligarh New Transmission Limited, have also submitted similar responses. The Petitioner, Sikar New Transmission Limited, has submitted that none of the elements of its Project fall within the priority habitat of GIB, but part (about 34%) of 765 kV D/C transmission line route between Bhadla-II PS to Sikar II (PS) fall in the potential habitat of GIB. The Petitioner, Sikar-II Aligarh Transmission Limited, has submitted that none of the elements of its Project fall within either the priority habitat or the potential habitat of GIB.

Submissions by the CTU

10. The CTU vide its affidavit dated 13.8.2021 has filed its compliance report in these Petitions. CTU, in its report, giving details of various elements of the Projects falling within the priority and potential habitats of GIB, has submitted as under:

Sr. No.	Transmission Licensee	Major Elements	GIB Priority Area/ Potential Area
1	Fatehgarh Bhadla Transco Limited (Petition No. 136/TL/2021)	765 kV Fatehgarh II – Bhadla II D/c transmission line (2 nd)	Complete transmission line falls within the potential habitat of GIB
2	Sikar New Transmission Limited (Petition No. 137/TL/2021)	765 kV Bhadla II-Sikar II D/c transmission line	Part of the transmission line (104 km out of 304 km) falls within the potential habitat of GIB
		Establishment of 765/400 kV, 2×1500 MVA S/s at Sikar-II Sikar-II – Neemrana 400 kV D/c line (Twin HTLS) along with 2 numbers of 400 kV of line bays at Neemrana	No element is located or passes within the potential habitat of GIB
3	Sikar-II Aligarh Transmission Limited (Petition No. 139/TL/2021)	Sikar-II – Aligarh (GIS) 765 kV D/c transmission line	No element is located or passes within the potential habitat of GIB

11. As regards the down-stream and up-stream network to the Projects falling within the priority and potential habitats of GIB, CTU has submitted as under:

Sr. No.	Name of Asset	Length (km)/ Land (Acre)	GIB Priority Area/ Potential Area	Status
1.	Fatehgarh Bhadla Transco Limited (Petition No.136/TL/2021 and Petition No.141/AT/2021)			
A	765/400/220 kV Fatehgarh II PS	183 Acre	Substation is located within the potential habitat of GIB	Substation is partially charged
B	LILO of both circuits of Fatehgarh (TBCB) – Bhadla (PG) 765 kV D/c line (operated at 400 kV) at Fatehgarh-II	78 km	Complete transmission line falls within the potential habitat of GIB	Loop in portion i.e. Fatehgarh (TBCB) – Fatehgarh-II was charged in August 21
C	Fatehgarh II- Bhadla II (1 st) 765 kV D/c Transmission Line	186 km	Complete transmission line falls within the potential habitat of GIB	Under Construction
D	765/400/220 kV Bhadla-II PS	183 Acre	Substation is located within the potential habitat of GIB	Substation is partially charged
E	LILO of both circuits of Ajmer-Bikaner 765 kV D/c line at Bhadla-II PS	262 km	188 Kms of Line is passing within the potential habitat of GIB	Line is charged
F	Bhadla-II PS – Bhadla (PG) 400 kV D/c line	48 km	Complete transmission line falls within the potential habitat of GIB	Under Construction
G	Bhadla II – Sikar II (1 st) 765 kV D/c Transmission Line	304 km	104 km of line is passing within the potential habitat of GIB	Part of Petition No. 136/TL/2021 for Licence recommendation
2.	Sikar New Transmission Limited (Petition No. 137/TL/2021 and Petition No.138/AT/2021)			
A	765/400/220 kV Fatehgarh II PS	183 Acre	Substation is located within the potential habitat of GIB	Substation is partially charged
B	LILO of both circuits of Ajmer-Bikaner 765 kV D/c line at Bhadla-II PS	262 km	188 km of line is passing within the potential habitat of GIB	Line is charged
C	Bhadla-II PS – Bhadla (PG) 400 kV D/c line	48 km	Complete transmission line falls within the potential habitat of GIB	Under construction
D	Sikar-II – Aligarh (GIS) 765 kV D/c line	330 km	Line is not passing within the potential habitat of GIB	Part of Petition No. 139/TL/2021 for licence recommendation
3.	Sikar-II Aligarh Transmission Limited (Petition No.139/TL/2021 and Petition No.140/AT/2021)			
A	765/400 kV Sikar-II PS	N.A	Substation is not located within the potential habitat of GIB	Part of Petition No. 137/TL/2021 for licence recommendation
B	Sikar-II – Neemrana 400 kV D/c line	140 km	Line is not passing within the potential habitat of GIB	Part of Petition No. 137/TL/2021 for licence recommendation

C	765/400 kV Aligarh (GIS) substation & 765 kV Connectivity of Aligarh S/s to Jhatikara, Gr. Noida, Agra, Orai and Kanpur (GIS) and 400 kV interconnection with Prithla S/s	Existing	Substation/line is outside the State of Rajasthan, not located within the potential habitat of GIB	Existing Substation/Lines
D	765/400 kV Sikar-II PS	N.A	Substation is not located within the potential habitat of GIB	Part of Petition No. 137/TL/2021 for licence recommendation

12. The CTU has submitted that order of the Hon'ble Supreme Court dated 19.4.2021 recognizes that laying of underground cable at high voltage would require technical evaluation on a case-to-case basis and an omnibus conclusion cannot be reached laying down a uniform method and that wherever there are issues relating to feasibility, the matter shall be referred to the Committee constituted by the Hon'ble Supreme Court comprising members from Ministry of New and Renewable Energy ('MNRE'), Wildlife Institute of India ('WII') and the Corbett Foundation with all relevant material and particulars and the Committee shall assess the matter and arrive at a conclusion as to whether the underground power line is feasible or not.

13. The CTU has further submitted that the Ministry of Power ('MoP') vide order dated 6.6.2021 has constituted a study team comprising Joint Secretary (MNRE), Executive Director (PGCIL), Managing Director (GETCO), Superintendent Engineer (RVPL), Chief Engineer (CEA) and expert representatives of Wildlife Institute of India for studying various aspects for implementation of order of the Hon'ble Supreme Court dated 19.4.2021. The CTU has submitted that the study team has submitted its report which was accepted in a joint meeting of MNRE and MoP at the Secretary level held on 28.7.2021. The study team has submitted the following major recommendations in its report:

- i. Filing of Interlocutory Application (IA) in the Hon'ble Supreme Court to seek appropriate relief as under:

For priority area:

- a) Exempt undergrounding of high voltage and extra high voltage lines i.e. 66 kV & above and allow overhead lines with installation of appropriate bird diverters;
- b) Underground all power lines up to medium voltage i.e. up to 33 kV passing through priority bustard habitats more particularly, power line referred in the prayer column of IA 85618/2020 and indicated in the operative portion of SC order subject to the technical feasibility; and
- c) Overhead lines up to 33 kV if not feasibility to underground, to be referred to committee constituted by Hon'ble Supreme court.

For potential area:

- a) Hon'ble Supreme Court may be requested to allow installation of RE projects and laying of future transmission lines in GIB potential area with installation of bird diverters.

For both priority and potential area:

- a) Bird diverters on overhead line in priority and potential area may be installed for immediate compliance of Hon'ble Supreme Court.

Hearing dated 18.8.2021

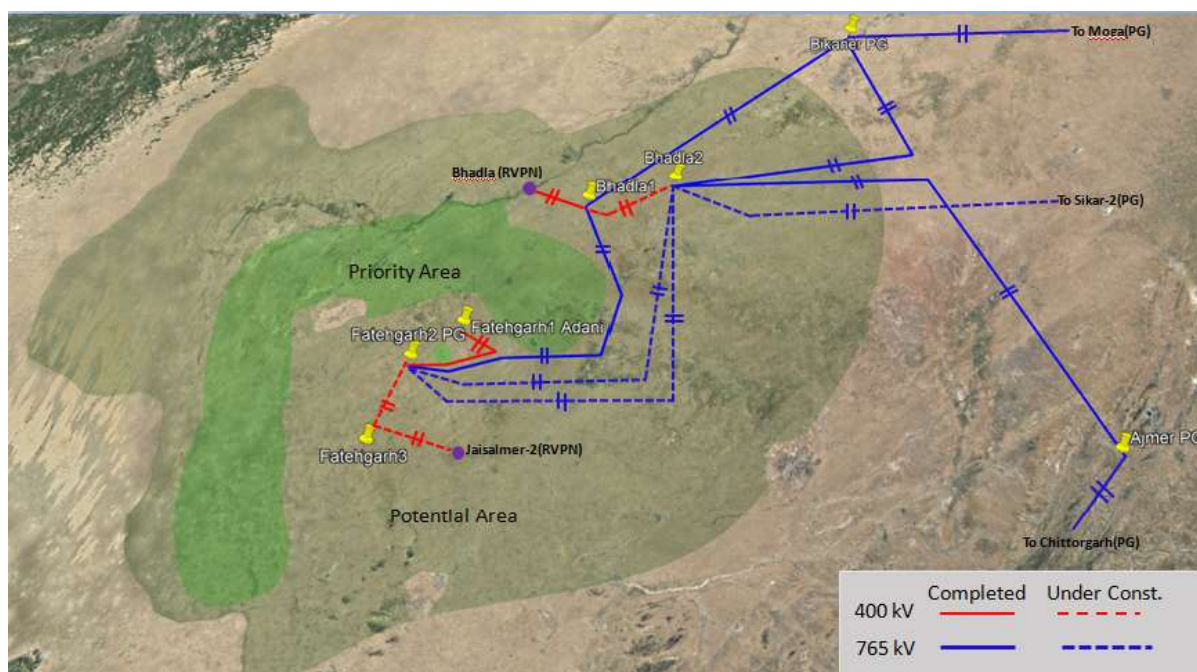
14. The matters were called out for virtual hearing on 18.8.2021. During the course of hearing, the representatives of the Petitioners and CTU mainly referred to the submissions made by them in the responses filed pursuant to the direction of the Commission vide Record of Proceedings for the hearing dated 6.8.2021.

Analysis and Decision

15. We have considered the submissions made by the parties. Based on the details furnished by the Petitioners and CTU as given in tables under paragraph 10 and paragraph 11 above, we note that while none of the elements of the Projects

concerned in these Petitions fall within the priority habitat of GIB in terms of the Hon'ble Supreme Court's order dated 19.4.2021, the complete Project of Fatehgarh Bhadla Transco Limited and a part of the Project of Sikar New Transmission Limited along with the various up-stream and down-stream systems to both these Projects, fall within the potential habitat of GIB. We further note that no elements of the Project of Sikar-II Aligarh Transmission Limited fall within the priority or the potential habitats of GIB. However, elements which are up-stream to this Project and are part of the Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited clearly fall within the potential habitat of GIB. In response to a specific query of the Commission, the representative of CTU unequivocally admitted that the Project of Sikar-II Aligarh Transmission Limited will not serve its intended purpose unless the upstream Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited are implemented together and simultaneously. Therefore, we are of the view that it shall not be appropriate to deal with the Project of Sikar-II Aligarh Transmission Limited in isolation and separately from the Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited and it would be prudent to deal with all the three Projects together.

16. For the sake of better understanding and appreciation, a pictorial representation as referred to by the CTU during the course of hearing on 18.8.2021 indicating the elements of Fatehgarh Bhadla Transco Limited (i.e. 765 kV Fatehgarh II- Bhadla II D/c line [2nd]) and Sikar New Transmission Limited (i.e. 765 kV Bhadla II- Sikar II D/c line) falling within the potential habitat of GIB, is reproduced below:



17. As the various elements of the Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited as well as up-stream and down-stream systems to these Projects and up-stream systems to the Project of Sikar-II Aligarh Transmission Limited fall within the potential habitat of GIB, we recognise that uncertainties have cropped up regarding implementation of these Projects in terms of the order of the Hon'ble Supreme Court dated 19.4.2021 providing for appropriate steps for laying of transmission network/lines in the priority and potential habitats of GIB.

18. In the said order dated 19.4.2021, the Hon'ble Supreme Court had observed as under:

"...11. In the above background, there cannot be disagreement whatsoever that appropriate steps are required to be taken to protect the said species of birds. In that view, insofar as the existing overhead powerlines are concerned the respondents shall take steps forthwith to install divertors and in respect of existing overhead powerlines all future cases of installing the transmission lines a study shall be conducted with regard to the feasibility for the lines to be laid underground. In all such cases where it is feasible, steps shall be taken to lay the transmission line underground. For the lines to be laid in future if as per the technical report the overhead line alone is feasible and the same is ratified by the Committee, in such event the installation of the divertors shall

also be a condition attached in the contract to be entered with generating companies. Insofar as, the cost incurred in the said process, the concerned respondents No. 5 to 8 and 9 to 11 shall work out and provide for the same and the respondents No.1 to 4 aid in this regard. It would be open to them to muster the resources in accordance with law. In cases where the power generators are required to bear the additional amount adding to the cost of production, it would be open to regulate the manner in which the cost would be mitigated in accordance with contractual terms. Irrespective of the cost factor the priority shall be to save the near extinct birds.

14. In the light of the contentions urged on this aspect of the matter, we are conscious that the laying of the underground power line more particularly of high voltage though not impossible, would require technical evaluation on case to case basis and an omnibus conclusion cannot be reached laying down a uniform method and directions cannot be issued unmindful of the fact situation. Though that be the position the consensus shall be that all low voltage powerlines to be laid in the priority and potential habitats of GIB shall in all cases be laid underground in future. In respect of low voltage overhead powerlines existing presently in the priority and potential habitats of GIB, the same shall be converted into underground powerlines. In respect of high voltage powerlines in the priority and potential habitats of GIB, more particularly the powerlines referred in the prayer column of I.A. No.85618/2020 and indicated in the operative portion of this order shall be converted into underground power line. The potential and priority area in Kutch and Thar respectively are as per the sketch shown below:

.....

While considering the laying of underground power line the said habitats shall be kept in perspective and steps be taken for the safety of the GIB in the said habitat.

15. As already taken note above, the laying of high voltage underground power line would require expertise to assess the feasibility of the same. For this specific purpose of assessing the feasibility after taking into consideration all technical details, we deem it proper to constitute a committee consisting of the following members:

(i) Dr. Rahul Rawat,
Scientist,
Room No.021, Block14,
Ministry of New and Renewable Energy,
CGO Complex, Lodi Road,
New Delhi.

(ii) Dr. Sutirtha Dutta,
Scientist,
Wildlife Institute of India,
Dehradun.

(iii) Dr. Devesh Gadhavi,
Deputy Director,
The Corbett Foundation.

The above committee may also obtain technical reports if need be, from experts in the field of electricity supply to arrive at their decision. The Government of India shall provide all assistance to the Committee.

17. The respondents No.5, 6 and 9 to 11 while arranging to lay the powerlines underground in respect of the powerlines, the feasibility of which is not in doubt shall proceed with the work right away. However, in cases where the respondents find that there are issues relating to feasibility, the matter shall be referred to the committee with all relevant material and particulars. The committee shall assess the matter and arrive at a conclusion as to whether the underground powerline is feasible or not. Based on the report to be rendered by the committee the further action shall be taken by the respondent.

18. In all cases where the overhead powerlines exist as on today in the priority and potential GIB area the respondents shall take steps forthwith to install divertors pending consideration of the conversion of the overhead cables into underground powerlines. In all such cases where it is found feasible to convert the overhead cables into underground powerlines the same shall be undertaken and completed within a period of one year and till such time the divertors shall be hung from the existing powerlines. ...”

19. Indisputably, the Hon’ble Supreme Court in the aforesaid order has recognized that the laying of underground power line more particularly of high voltage would require technical evaluation on case-to-case basis and an omnibus conclusion cannot be reached laying down a uniform method in this regard. However, the Hon’ble Supreme Court, after noting that laying of high voltage underground power line would require expertise to assess the feasibility, has constituted a Committee comprising of members from MNRE, WII and Corbett Foundation for the specific purpose of assessing the feasibility. Since there are issues relating to feasibility, the matter is required to be referred to the Committee with all relevant material and particulars. Accordingly, the Committee shall assess the matter and arrive at a conclusion as to whether the underground power line is feasible or not.

20. The Petitioners have argued that though the concerned elements of the Projects fall within the potential habitat of GIB, they being at 765 kV voltage level, it is not feasible to lay underground power line. However, the Petitioners during the hearing stated that they have not yet approached the Committee constituted by the

Hon'ble Supreme Court for assessment of feasibility of the Projects falling within the potential habitat area of GIB since the matter was under consideration of the study team constituted by the Ministry of Power. We observe that the study team constituted by the Ministry of Power, has recommended to file IA before the Hon'ble Supreme Court, *inter alia*, requesting to allow installation of renewable energy projects and laying of future transmission lines in potential habitat of GIB with installation of bird diverters. However, as submitted by the CTU during the hearing on 18.8.2021, the IA to the above effect is yet to be filed before the Hon'ble Supreme Court. Hence, we are clearly of the view that even if the Commission decides to grant transmission licences to the Petitioners, the implementation of the Projects would still remain surrounded in uncertainty till the time the directions of the Hon'ble Supreme Court are complied with.

21. In addition, we also note that the implementation of the Projects, in absence of ratification of their feasibility by the Committee constituted by the Hon'ble Supreme Court, may face uncertainties relating to route of lines, laying lines overhead or underground and mitigating measures such as installations of bird-diverters, resulting in potential cost overruns and time overruns. During the course of hearing, the representatives of the Petitioners and the CTU made submissions to the effect that the requirement of rerouting of elements falling within the potential area is very unlikely and relied upon the change in law clause under the Transmission Service Agreements (in connection with costs to be incurred towards implementation of directions of the Hon'ble Supreme Court's order) for addressing the issue of time overruns and cost overruns, if any. In our view, there is no force in the submissions of the Petitioners and CTU as, when the Petitioners are aware of the measures required to be undertaken in terms of order of the Hon'ble Supreme Court (i.e.

ratification of the feasibility report of the Projects by the Committee constituted by the Hon'ble Supreme Court) and the Petitioners have not undertaken such measures as yet, it would be completely inappropriate to create potential liabilities and pass on such liabilities to the beneficiaries and consumers under change in law.

22. During the course of hearing, the representative of the Petitioners pointed out that as per the provisions of the Transmission Service Agreement, they are required to implement the Projects within the timeline stipulated therein to evacuate power from the renewable energy projects. Neither the Petitioners nor the CTU has furnished the exact locations of such renewable energy projects. However, these renewable energy projects are required to lay dedicated transmission lines from their respective projects for connection to the ISTS, which are the Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited, the subject matter of present Petitions. As Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited fall within the potential habitat of GIB, the dedicated transmission lines for connection to these ISTS will also be subject to similar measures as prescribed by the Hon'ble Supreme Court in its order dated 19.4.2021 for priority and potential habitat of GIB. In such circumstances, we are of the view that timeline for implementation of the Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited cannot be considered in isolation ignoring the various renewable energy projects from which power is being proposed to be evacuated and which are also subject to the order dated 19.4.2021 of the Hon'ble Supreme Court.

23. In light of the above discussion, we are of the considered view that it would not be appropriate for the Commission to allow the present Petitions for grant of transmission licences and adoption of transmission tariff in respect of the Projects

ignoring the order of the Hon'ble Supreme Court dated 19.4.2021 providing for appropriate steps for laying of transmission network/lines in the priority and potential habitats of GIB and when the Petitioners are yet to take required actions in terms of the said order of Hon'ble Supreme Court.

24. At the same time, no purpose will be served to keep these Petitions pending till compliance of the order of the Hon'ble Supreme Court. Accordingly, the Petitions are disposed of with liberty to the Petitioners to approach the Commission with fresh Petitions on the subject matters when the Petitioners have complied with the directions of the Hon'ble Supreme Court dated 19.4.2021, which would provide sufficient clarity regarding implementation of the Project. The filing fees deposited by the Petitioners in respect of these Petitions shall be adjusted against the Petitions to be filed by the Petitioners in future in terms of the liberty granted as above.

25. The Petition No. 136/TL/2021, Petition No 141/AT/2021, Petition No.137/TL/2021, Petition No. 138/AT/2021, Petition No. 139/TL/2021 and Petition No. 140/AT/2021 are disposed of in terms of the above discussions.

Sd/-
(P.K. Singh)
Member

sd/-
(Arun Goyal)
Member

sd/-
(I.S. Jha)
Member

sd/-
(P.K. Pujari)
Chairperson

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 51/AT/2022

Coram:

Shri I. S. Jha, Member

Shri Arun Goyal, Member

Shri P. K. Singh, Member

Date of Order: 6th May, 2022

In the matter of

Application under Section 63 of the Electricity Act, 2003 for adoption of transmission charges with respect to the transmission system being established by POWERGRID Aligarh Sikar Transmission Limited (Formerly Sikar-II Aligarh Transmission Limited).

And

In the matter of

POWERGRID Aligarh Sikar Transmission Limited,
(Formerly Sikar-II Aligarh Transmission Limited)
B-9, Qutab Institutional Area,
Katwaria Sarai, New Delhi-110 016

.....Petitioner

Vs

1. SBE Renewables Seventeen Private Limited,
1st Floor, Worldmark-2, Aerocity,
New Delhi -110037
2. Renew Surya Aayan Private Limited,
Commercial Block-I, Zone-6,
Golf Course Road, DLF City Phase-V,
Gurugram-122 00, Haryana
3. Renew Surya Vihaan Private Limited,
Commercial Block-I, Zone-6,
Golf Course Road, DLF City Phase-V,
Gurugram-122 00, Haryana
4. Eden Renewable Passy Private Limited,
Unit No. 236 B & C, 1st Floor, DLF South Court, Saket,
New Delhi-110017

5. Chief Executive Officer,
PFC Consulting Limited,
9th Floor, Wing-A, Statesman House,
Connaught Place,
New Delhi-110 001,

6. Chief Operating Officer,
Central Transmission Utility of India Limited,
Saudamini, Plot No.2, Sector -29,
Gurugram-122001

.....Respondents

Parties present:

Shri M. G. Ramachandran, Sr. Advocate, PSTL
PSTL Shri Shubham Arya, Advocate, PSTL
Ms. Poorva Saigal, Advocate, PSTL
Shri Ravi Nair, Advocate, PSTL
Shri Nipun Dave, PSTL
Shri V. C. Sekhar, PSTL
Shri Burra Vamsi Rama, PSTL
Shri Prashant Kumar, PSTL
Ms. Supriya Singh, PSTL
Shri Kashish Bhambhani, CTUIL
Shri Yatin Sharma, CTUIL
Shri Swapnil Verma, CTUIL
Shri Sidhharth Sharma, CTUIL
Shri Ranjeet Singh Rajput, CTUIL
Shri Bhanu Prakash Pandey, CTUIL
Shri Akshayvat Kislay, CTUIL
Shri Neeraj Singh, PFCCL
Shri Manish Agrawal, PFCCL
Shri Harish Bhakuni, PFCCL
Shri Anubhav Kansal, PFCCL
Shri Kunal Kumar, PFCC

ORDER

The Petitioner, Power Grid Aligarh Sikar Transmission Limited (Formerly Sikar-II Aligarh Transmission Limited), has filed the present Petition under Section 63 of the Electricity Act, 2003 (hereinafter referred to as 'the Act') for adoption of transmission charges in respect of "Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase II-(Part D)"

(hereinafter referred to as 'the Transmission System' or 'the Project') to be established on Build, Own, Operate and Maintain (BOOM) basis.

Background of the case:

2. The Petitioner had filed Petition No. 140/AT/2021 for adoption of transmission charges in respect of "Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase II (Part D)". The Commission in its order dated 26.8.2021 had observed that although none of the elements of the Petitioner fall in the GIB area, however, elements up-stream to this Project fall within the potential habitat of GIB and that uncertainties have cropped up regarding implementation of upstream systems to this Project in terms of the order of the Hon'ble Supreme Court dated 19.4.2021 providing for appropriate steps for laying of transmission network/lines in the priority and potential habitats of GIB. The Commission further observed that since there are issues relating to feasibility of upstream system to this Project and the same are required to be referred to the Committee by the upstream project developers to enable assessment of the matter by the Committee and arrive at a conclusion as to whether the underground power line is feasible or not. Accordingly, the Petitioner was granted liberty to approach the Commission with fresh Petition on the subject matter when the upstream system project developer has complied with the directions of the Hon'ble Supreme Court dated 19.4.2021, which would provide sufficient clarity regarding implementation of this Project. Relevant portion of the order dated 26.8.2021 is extracted as under:

"17. As the various elements of the Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited as well as up-stream and down-stream systems to these Projects and up-stream systems to the Project of Sikar-II Aligarh Transmission Limited fall within the potential habitat of GIB, we recognise that

uncertainties have cropped up regarding implementation of these Projects in terms of the order of the Hon'ble Supreme Court dated 19.4.2021 providing for appropriate steps for laying of transmission network/lines in the priority and potential habitats of GIB.

19. Indisputably, the Hon'ble Supreme Court in the aforesaid order has recognized that the laying of underground power line more particularly of high voltage would require technical evaluation on case-to-case basis and an omnibus conclusion cannot be reached laying down a uniform method in this regard. However, the Hon'ble Supreme Court, after noting that laying of high voltage underground power line would require expertise to assess the feasibility, has constituted a Committee comprising of members from MNRE, WII and Corbett Foundation for the specific purpose of assessing the feasibility. Since there are issues relating to feasibility, the matter is required to be referred to the Committee with all relevant material and particulars. Accordingly, the Committee shall assess the matter and arrive at a conclusion as to whether the underground power line is feasible or not.

20. The Petitioners have argued that though the concerned elements of the Projects fall within the potential habitat of GIB, they being at 765 kV voltage level, it is not feasible to lay underground power line. the Petitioners during the hearing stated that they have not yet approached the Committee constituted by the Hon'ble Supreme Court for assessment of feasibility of the Projects falling within the potential habitat area of GIB since the matter was under consideration of the study team constituted by the Ministry of Power. We observe that the study team constituted by the Ministry of Power, has recommended to file IA before the Hon'ble Supreme Court, inter alia, requesting to allow installation of renewable energy projects and laying of future transmission lines in potential habitat of GIB with installation of bird diverters. However, as submitted by the CTU during the hearing on 18.8.2021, the IA to the above effect is yet to be filed before the Hon'ble Supreme Court. Hence, we are clearly of the view that even if the Commission decides to grant transmission licences to the Petitioners, the implementation of the Projects would still remain surrounded in uncertainty till the time the directions of the Hon'ble Supreme Court are complied with.

21. In addition, we also note that the implementation of the Projects, in absence of ratification of their feasibility by the Committee constituted by the Hon'ble Supreme Court, may face uncertainties relating to route of lines, laying lines over-head or underground and mitigating measures such as installations of bird-diverters, resulting in potential cost overruns and time overruns. During the course of hearing, the representatives of the Petitioners and the CTU made submissions to the effect that the requirement of rerouting of elements falling within the potential area is very unlikely and relied upon the change in law clause under the Transmission Service Agreements (in connection with costs to be incurred towards implementation of directions of the Hon'ble Supreme Court's order) for addressing the issue of time overruns and cost overruns, if any. In our view, there is no force in the submissions of the Petitioners and CTU as, when the Petitioners are aware of the measures required to be undertaken in terms of order

of the Hon'ble Supreme Court (i.e. ratification of the feasibility report of the Projects by the Committee constituted by the Hon'ble Supreme Court) and the Petitioners have not undertaken such measures as yet, it would be completely inappropriate to create potential liabilities and pass on such liabilities to the beneficiaries and consumers under change in law.

22. *During the course of hearing, the representative of the Petitioners pointed out that as per the provisions of the Transmission Service Agreement, they are required to implement the Projects within the timeline stipulated therein to evacuate power from the renewable energy projects. Neither the Petitioners nor the CTU has furnished the exact locations of such renewable energy projects. However, these renewable energy projects are required to lay dedicated transmission lines from their respective projects for connection to the ISTS, which are the Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited, the subject matter of present Petitions. As Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited fall within the potential habitat of GIB, the dedicated transmission lines for connection to these ISTS will also be subject to similar measures as prescribed by the Hon'ble Supreme Court in its order dated 19.4.2021 for priority and potential habitat of GIB. In such circumstances, we are of the view that timeline for implementation of the Projects of Fatehgarh Bhadla Transco Limited and Sikar New Transmission Limited cannot be considered in isolation ignoring the various renewable energy projects from which power is being proposed to be evacuated and which are also subject to the order dated 19.4.2021 of the Hon'ble Supreme Court.*

23. *In light of the above discussion, we are of the considered view that it would not be appropriate for the Commission to allow the present Petitions for grant of transmission licences and adoption of transmission tariff in respect of the Projects ignoring the order of the Hon'ble Supreme Court dated 19.4.2021 providing for appropriate steps for laying of transmission network/lines in the priority and potential habitats of GIB and when the Petitioners are yet to take required actions in terms of the said order of Hon'ble Supreme Court.*

24. *At the same time, no purpose will be served to keep these Petitions pending till compliance of the order of the Hon'ble Supreme Court. Accordingly, the Petitions are disposed of with liberty to the Petitioners to approach the Commission with fresh Petitions on the subject matters when the Petitioners have complied with the directions of the Hon'ble Supreme Court dated 19.4.2021, which would provide sufficient clarity regarding implementation of the Project. The filing fees deposited by the Petitioners in respect of these Petitions shall be adjusted against the Petitions to be filed by the Petitioners in future in terms of the liberty granted as above."*

3. In compliance to above, on 13.1.2022, the Petitioner approached the Committee constituted by the Hon'ble Supreme Court through application dated 10.9.2021. The

Committee nominated by the Hon'ble Supreme Court vide its letter dated 13.1.2022 has allowed the upstream project developer for laying of overhead lines from Bhadla-II PS-Sikar-II 765 kV D/c subject to condition of installing bird diverters. The relevant portion of letter of the Committee dated 13.1.2022, is extracted as under:

"The Committee discussed the application with the applicant on 22.9.2021 and raised certain queries which were addressed by the applicant vide email dated 24.9.2021 and 21.10.2021. The Central Electricity Authority (CEA) submitted its technical report on the application and queries raised by the Committee vide email dated 16.11.2021. The Committee had examined these documents in detail and had assessed the proposed line from electrical/ engineering as well as ecological/ conservation viewpoints in meetings held on 14.10.2021 and 13.12.2021.

The applicant, as well as CEA have confirmed that there is no manufacturer of 765 kV AC cable in the world, and therefore, it is not technologically possible to underground this transmission line. The line is more than 45 km far from the 'Priority and Additional Important Area'; hence the risk posed by the proposed line to the GIB population is relatively low.

Considering the above reasons, the committee recommends that overhead laying of this transmission line may be allowed with the condition of installing Bird Diverters, which: a) meet quality and standards of CEA's 'Technical Specifications for Bird Flight Diverter, b) are installed following the method in Wildlife Institute of India's 'Powerline mitigation to conserve bustards' and CA's 'Technical Specifications for Bird Flight Diverters', i.e., diverters on all cables with one unit at every 5 m interval of the powerline, c) are maintained through the life of the Project by the applicant."

Hearing dated 24.3.2022

4. The matter was called out for virtual hearing on 24.3.2022 after notice to the Respondents. None was present on behalf of the Respondent 1 to Respondent 7/LTTCs. During the course of hearing, learned senior counsel for the Petitioner submitted that for the upstream Project, the Committee constituted in terms of order of the Hon'ble Supreme court, vide its letter dated 13.1.2022, has recommended the overhead laying the transmission line with condition of installing bird diverters. Pursuant

to the above, CTUIL vide its letter dated 11.3.2022 has recommended for grant of transmission licence to the Petitioner for executing the transmission systems under Section 15(4) of the Act. In the said letter, CTUIL has noted that the implementation of these Projects/Transmission Systems shall facilitate the transfer of power from renewable energy generation projects proposed to be connected at Bhadla-II PS as well as Fatehgarh II PS and that Bhadla-II-Sikar-II-Aligarh 765 kV corridor will act as a major gateway for transfer of power outside of the State of Rajasthan to various beneficiaries. Learned senior counsel further submitted that the Petitioner envisages completion of the Project within a period of 15 months after grant of transmission licence and adoption of tariff. However, the Petitioner may be permitted to approach the Commission for seeking appropriate remedies with regard to impact of Change in Law and Force Majeure events after implementation of transmission system.

5. Vide Record of Proceedings for the hearing dated 24.3.2022, the Petitioners were directed to place on record the copy of letter dated 10.9.2021 seeking permission from Committee constituted in terms of order of Hon'ble Supreme Court. CTUIL was directed to file the following information:

(a) Status of generation projects including Stage-II Connectivity and LTA grant under Phase-I Transmission System and status of transmission system under Phase-I;

(b) Status of generation projects including Stage-II Connectivity and LTA grant under Phase-II transmission system and status of transmission system under Phase-II;

(c) Status of Fatehgarh-II PS-Bhadla-II PS 765 kV D/c line (2nd) and clarify if

Hon`ble Supreme Court Committee has been approached for Fatehgarh-II to Bhadla transmission line and status thereof; and

(d) Expected commissioning shown for generation projects under Phase-II is from March 2022 onwards. Whether the evacuation system is available for such projects or they may be stranded.

6. The Petitioners have placed on record the copy of the letter dated 10.9.2021 seeking permission from Committee constituted in terms of order of Hon`ble Supreme Court. CTUIL vide its affidavit dated 7.4.2022 has submitted the information called for.

7. The Petitioner has submitted that upstream system developer has complied with the direction of the Committee constituted by the Hon`ble Supreme Court. Therefore, we proceed to consider the prayer of the Petitioner as regards adoption of transmission charges in respect of 'Transmission System for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II (Part D)' pursuant to competitive bid process carried out in terms of Guidelines issued by the Ministry of Power, Government of India.

8. We have considered the submissions of the Petitioner and perused the documents on record. Section 63 of the Act provides as under:

“Section 63: Determination of tariff by bidding process: Notwithstanding anything contained in section 62, the Appropriate Commission shall adopt the tariff if such tariff has been determined through transparent process of bidding in accordance with the guidelines issued by the Central Government.”

9. Ministry of Power, Government of India has notified the 'Tariff based Competitive Bidding Guidelines for Transmission Service' (hereinafter referred to as 'the Guidelines')

under Section 63 of the Act vide Resolution No. 11/5/2005-PG(i) dated 13.4.2006 as amended from time to time. The salient features of the Guidelines are as under:

(a) The Guidelines are applicable for procurement of transmission services for transmission of electricity through tariff based competitive bidding and for selection of Transmission Service Provider (TSP) for new transmission lines and to Build, Own, Maintain and Operate the specified transmission system elements.

(b) For procurement of transmission services, required for inter-State transmission project, the Central Government shall notify any Central Government Organization or any Central Public Sector Undertaking, or its wholly owned subsidiary (Special Purpose Vehicle) as the Bid Process Coordinator (BPC) who would be responsible for coordinating the bid process.

(d) BPC shall prepare the bid documents in accordance with the Guidelines and obtain approval of the Appropriate Commission or alternatively, the BPC can use the Standard Bid Documents notified by the Ministry of Power, Government of India. Approval of the Appropriate Commission would be necessary, if any material deviation is proposed to be made in the Standard Bid Documents. Intimation about the initiation of the bid process shall be sent by BPC to the Appropriate Commission.

(e) For procurement of transmission services under the Guidelines, BPC may adopt at its option either a two-stage process featuring separate Request for Qualification (RfQ) and Request for Proposal (RfP) or adopt a single stage two envelope tender process combining both RfQ and RfP processes.

(f) RfQ or combined RfQ and RfP notice shall be issued in at least two national newspapers, on websites of BPC and the Appropriate Government and preferably in the trade magazines also to provide wide publicity. For the purpose of issue of RfQ, minimum conditions to be met by the bidder shall be specified in RfQ notice. The bidding shall be by way of International Competitive Bidding.

(g) Standard documentations to be provided during RfQ shall include definitions of requirements including brief description of the project, commissioning milestones to be achieved by the bidders, qualification required to be met by bidders, conditions as specified by the Appropriate Commission for being eligible to obtain transmission licence, etc.

(h) Standard documentations to be provided by BPC in RfP shall include specified target dates/ months for commissioning and commercial operations and start of providing transmission services, Transmission Service Agreement (TSA) proposed to be entered with the selected bidder, period of validity of offer of bidder, bid evaluation methodology to be adopted by BPC, discount factor to be used for evaluation of the bids, specification regarding bid bond and project completion guarantee to be furnished by the bidders, proposed indemnification agreement between TSP and the utilities, amount of contract performance guarantee as percentage of cost of the project, liquidated damages that would apply in case of delay in start of providing the transmission services and other technical and safety criteria to be met by the bidder/ TSP including the provisions of the Grid Code.

- (i) To ensure competitiveness, the minimum number of qualified bidders shall be two. The Empowered Committee shall constitute a committee for evaluation of the bids with at least one member from Central Electricity Authority (CEA), not less than two members from the concerned Regional Power Committees and at least one independent member. The bids shall be opened in public and the representative of the bidders shall be allowed to remain present. The technical bids shall be scored to ensure that only the bids that meet the minimum technical criteria set out in RfQ shall be considered for further evaluation on the transmission charge bids. The transmission charge bid shall be rejected if it contains any deviation from the tender conditions for submission of the same. The bidder, who has quoted the lowest transmission charge as per the evaluation procedure, shall be considered for the award.
- (j) The timeline suggested for two stage bid process is 145 days and that for single stage two envelope bid process is 180 days. BPC is empowered to give extended time-frame based on the prevailing circumstances and such alterations shall not be construed as the deviation from the Guidelines.
- (k) The selected bidder shall make an application for grant of transmission licence to the Appropriate Commission within ten days from the date of issue of Letter of Intent (LoI) or signing of TSA, whichever is later, subject to further extension of time as provided under Clause 2.4 of the RfP.

(l) BPC shall make the final result of evaluation of all bids public. The final TSA along with the certification of Bid Evaluation Committee (BEC) shall be forwarded to the Appropriate Commission for adoption of tariff in terms of Section 63 of the Act.

10. Therefore, we have to examine whether the process as per the provisions of the Guidelines has been followed in the present case for arriving at the lowest levelised transmission charges and for selection of the successful bidder.

11. Ministry of Power, Government of India vide its letter dated 3.3.2020 notified the single stage two envelope standard bidding documents and directed that the same be followed for the bidding of transmission projects under tariff based competitive bidding process. Ministry of Power, Government of India, vide Gazette Notification dated 27.1.2020 notified PFC Consulting Limited (PFCCL) as Bid Process Coordinator (BPC) for the purpose of selection of bidder as Transmission Service Provider (TSP) to establish the Project through tariff based competitive bidding process.

12. Sikar-II Aligarh Transmission Limited (the Petitioner) was incorporated on 17.5.2020 under the Companies Act, 2013 as a wholly owned subsidiary of PFCCL with the objective to establish the Project and to act as the Transmission Service Provider after being acquired by the successful bidder. The main objectives of the Petitioner Company in its Memorandum of Association are as under:

“To plan, promote and develop an integrated and efficient power transmission system network in all its aspects including planning, investigation, research, design and engineering, preparation of preliminary, feasibility and definite project reports, construction, operation and maintenance of transmission lines, sub-

stations, load dispatch stations and communication facilities and appurtenant works, coordination of integrated operation of regional and national grid system, execution of turn-key jobs for other utilities/organizations and wheeling of power in accordance with the policies, guidelines and objectives laid down by the Central Government from time to time”

13. In the present case, BPC prepared single stage two envelopes bidding documents (RfP) vide letter dated 6.3.2020 in accordance with the Standard Bid Documents issued by Ministry of Power, Government of India. BPC started the process of selection of TSP with the publication of Global Invitation for Qualification for selection of developer on BOOM basis for the Project. The notice for RfP was published on 6.3.2020 in all editions of the Indian Express (English), Jansatta (Hindi), Financial Express (English) and Financial Times (worldwide) with the last date of submission of response to RfP as 8.5.2020, which was later extended to 28.12.2020. Intimation regarding initiation of the bid process was given to this Commission in accordance with Clause 4.2 of the Guidelines vide letter No. 04/ITP-38/19-20/RfP dated 20.3.2020

14. The key milestones in the bidding process were as under:

Sr No.	Events	Date
1.	Publication of RfP	6.03.2020
2.	Technical & Financial Bid (Initial Offer) submission	28.12.2020
3.	Technical Bid Opening	28.12.2020
4.	Financial Bid (Initial Offer) Opening	2.02.2021
5.	e-Reverse Auction	3.02.2021
6.	Final Bid Evaluation Committee Meeting	4.02.2021
7.	Issuance of Letter of Intent	16.02.2021
8.	Signing of Agreement and Transfer of SPV	8.06.2021

15. The scope of the Project as per the Request for Proposal and the Transmission Service Agreement is as under:

Sr.	Name of the Transmission Element	Scheduled COD in months from Effective Date in months from Effective Date
1.	Sikar-II - Aligarh 765kV D/c line	18 months
2.	2 no. of 765 kV line bays at Sikar-II for Sikar-II – Aligarh (GIS) 765kV D/c line 765kV line bays- 2* (Sikar-II S/s)	
3.	1x330 MVar switchable line reactor for each circuit at each end of Sikar-II-Aligarh (GIS) 765kV D/c line 330MVar, 765 kV reactor- 4 (2 reactors each at Sikar-II and Aligarh) Switching equipment for 765 kV reactor- 4 (2 Switching equipment each at Sikar-II and Aligarh) 110 MVAR, 765 kV, 1 ph Reactor (spare unit) at Aligarh-1	

Note:

i. *2 nos. of 765kV GIS line bay modules (up to SF6 to Air bushing outside GIS hall) are already available at Aligarh (GIS) Substation. TSP shall utilize the same for termination of Sikar-II – Aligarh (GIS) 765kV D/c line at Aligarh.

ii. Developer of Sikar-II S/s to provide space for 2 no. of 765 kV bays and space for 2 no. of switchable line reactors at Sikar-II substation.

iii. The spare unit of 765kV, 1x110 MVAR Reactor being provided at Sikar-II PS under 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part C' shall be utilized as common spare for 6x110 MVAR Switchable Line Reactors to be provided at Sikar-II PS each under 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part D' and 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part E'.

iv. GA drawing indicating the available area at 765kV Aligarh Substation is attached. TSP shall assess the same suitably and may procure additional land, if required.

16. The identified LTTCs of the Project as specified in the TSA are:

S. No.	Name of LTTCs
1.	SBE Renewables Seventeen Private Limited
2.	Renew Surya Aayan Private Limited

3.	Renew Surya Vihaan Private Limited
4.	Eden Renewable Passy Private Limited

17. It has been stated by the Petitioner that PFCCL vide mail dated 26.5.2021 informed that a new LTTC, namely, Eden Renewable Passy Private Limited is added as LTTC. Further, PFCCL clarified that Eden Renewable Passy Private Limited shall be a LTTC in place of Madhya Pradesh as per the Minutes of meeting dated 5.4.2021 held by the Committee formed to examine the matter of signing the TSA. A copy of Supplementary Agreement dated 7.6.2021 executed between Sikar-II Aligarh Transmission Limited and Eden Renewable Passy Private Limited has been furnished by PFCCL.

18. For the purpose of evaluation of bids, the Bid Evaluation Committee (BEC) comprising of the following was constituted:

1.	Sh. Anil Kumar Arora, Head, SBI Capital Markets	Chairman of the Committee
2.	Sh. Saumitra Mazumdar, Superintending Engineer Northern Regional Power Committee	Member
3.	Sh. Sudhir Jain, Superintending Engineer (P&P), Rajasthan Rajya Vidyut Prasaran Nigam Limited (RVPN)	Member
4.	Shri Y. K. Swarnkar, Director, PSETD Division, Central Electricity Authority	Member
5.	Shri Awdhesh Kumar Yadav, Director, PSPA-I Division, Central Electricity Authority	Member
6.	Shri VND Manavalan Chairman of SPV "Sikar-II Aligarh Transmission Limited"	Convener- Member of the Committee

19. Responses to single stage RfP were received from the following five bidders:

Sr. No.	Name of the Bidder
1.	Adani Transmission Limited
2.	DBL Transmission Private Limited
3.	Power Grid Corporation of India Limited
4.	ReNew Transmission Ventures Private Limited
5.	Sterlite Grid 21 Limited

20. The responses to single stage RfP were opened 28.12.2020 in the presence of BEC and the representatives of the bidders. Based on the evaluation of the responses to RfP, the BEC declared all five bidders meeting qualification requirement of RfP based on their responses to RfP.

21. Based on the recommendation of BEC, the Initial Offer of all the five bidders were opened online on 2.2.2021 in the presence of BEC. The lowest Initial Offer discovered (Best Deal) at MSTC portal was Rs. 997.01 million per annum to participate in the e-reverse bidding stage and to submit their final offers. The Initial Price Offer (Levelised Transmission Charges) quoted by the five bidders are as under:

Sr. No.	Name of the Bidder	Levelised Transmission Charges from the Initial Offer (in Rs. Million)	Rank
1.	Power Grid Corporation of India Limited	997.01	L1
2.	ReNew Transmission Ventures Private Limited	1270.10	L2
3.	Adani Transmission Limited	1510.00	L3
4.	Sterlite Grid 21 Limited	1767.92	L4
5.	DBL Transmission Private Limited	1883.08	L5

22. As per the provisions of RfP documents, BEC recommended the following four bidders to participate in the e-reverse auction stage and to submit their final offers. These four bidders quoted the Initial Price Offer (Levelised Transmission Charges) as under:

Sr. No.	Name of the Bidder	Levelised Transmission Charges from the Initial Offer (in Rs. million)	Rank
1.	Power Grid Corporation of India Limited	997.01	L1
2.	ReNew Transmission Ventures Private Limited	1270.10	L2
3.	Adani Transmission Limited	1510.00	L3
4.	Sterlite Grid 21 Limited	1767.92	L4

23. E-reverse auction was carried out at MSTC portal on 3.2.2021 in the presence of members of BEC after intimating to four qualified bidders regarding lowest Initial Offer. However, no bid was received during e-reverse auction stage. As per clause 3.6.1 of the RfP, “if no bid is received during the e-reverse bidding stage then the bidder with lowest quoted initial levelised transmission charges (“Initial Offer”) during e-bidding stage shall be declared as the successful bidder”. Accordingly, Power Grid Corporation of India Limited (PGCIL), which had quoted the lowest Initial Offer of Rs. 997.01 million per annum, was declared as the successful bidder.

24. BEC in its meeting held on 4.2.2021 recommended PGCIL with the lowest levelised transmission charges of Rs. 997.01 million per annum as the successful bidder.

25. Letter of Intent (LoI) was issued by BPC on 16.2.2021 to the successful bidder i.e. PGCIL. In accordance with Clause 12.3 of the Guidelines, BPC has hosted on its

website, the final result of the evaluation of the bids for selection of developer for the Project.

26. In accordance with the provisions of the bid documents and Lol issued in its favour, the Petitioner has prayed for adoption of the transmission charges for the Project which has been discovered through the process of competitive bidding.

27. In accordance with Clauses 2.15.2 and 2.15.4 of RfP, the selected bidder shall within 10 days of issue of Lol, accomplish the following tasks:

- a) Provide Contract Performance Guarantee in favour of the LTTCs;
- b) Execute the Share Purchase Agreement;
- c) Acquire, for the acquisition price, one hundred percent equity shareholdings of Sikar-II Aligarh Transmission Limited along with all its related assets and liabilities;
- d) Make an Application to this Commission for adoption of charges under Section 63 of the Act; and
- e) Apply to this Commission for grant of transmission licence.

28. On 8.6.2021, the Petitioner has acquired hundred percent equity holding in Sikar New Transmission Limited on 8.6.2021. Accordingly, the Transmission Service Agreement executed between the TSP and the LTTCs dated 2.11.2020 became effective from 8.6.2021.

29. The Petitioner has approached the Commission by a separate application for grant of transmission licence. The Commission vide order dated 22.4.2022 in Petition No.50/TL/2022 on being satisfied that the Petitioner, *prime facie*, qualifies for grant of transmission licence as prayed for, directed publication of notices under clause (a) of sub-section (5) of Section 15 of the Act, inviting suggestions/ objections to the proposal of the Commission. Accordingly, notices have been published and the matter is listed for final hearing on 24.5.2022.

30. The provision to Clause 2.15.2 of the RfP provides that *"if for any reason attributable to the BPC, the said activities are not completed by the Selected Bidder within the above period of ten (10) days as mentioned in this clause, such period of 10 days shall be extended, on a day-to-day basis till the end of the Bid validity period"*. Though Lol was issued on 16.2.2021, BPC, vide its letter dated 8.6.2021, in terms of Clause 2.15.2 of RfP extended the date upto 18.6.2021 for completion of all activities by the successful bidder. PGCIL furnished the Contract Performance Guarantee to the Long-Term Transmission Customers of the Project for an amount of Rs. 173.3 million (Rs. 17.33 crore) and has acquired hundred percent equity-holding in the applicant company on 8.6.2021 after execution of the Share Purchase Agreement with BPC. TSP (the Petitioner) filed the Petition No. 140/AT/2021 through e-filing for adoption of tariff on 17.6.2021 which was disposed of vide order 26.8.2021 with liberty to approach the Commission after compliance of the direction of Hon`ble Supreme Court.

31. In accordance with the Guidelines, BEC has to certify that the tariff has been discovered through a transparent process of bidding and that the tariff discovered is in

line with prevailing market prices. In the minutes of Bid Evaluation Committee meeting held on 4.2.2021, the following has been recorded:

“3. The e-reverse bidding was carried out at MSTC portal on February 03, 2021 at 1100 hrs which was closed on same day i.e February 03, 2021 at 1300 Hrs. No Bid was received during the e-reverse bidding process....

5. As no bid was received during the e-reverse bidding stage the lowest Initial Offer of Rs. 997.01 million per annum of M/s Power Grid Corporation of India Limited was considered at Final Offer. The ranking of the bidders as per Initial Offer is given below:

S. No.	Name of the Bidder	Levelised Transmission Charges from the Initial Offer (in Rs. Million)	Rank
1.	Power Grid Corporation of India Limited	997.01	L1
2.	ReNew Transmission Ventures Private Limited	1270.10	L2
3.	Adani Transmission Limited	1510.00	L3
4.	Sterlite Grid 21 Limited	1767.92	L4

7. As per clause 3.5.1.3 (a) of RfP document, the Annual Escalation Rate and Discount Rate for the purpose of evaluation of Levelized Transmission Charges have been used as under, based on the rate notified by CERC valid upto 31st March, 2021 (as the financial bids have been submitted on 28th December, 2020) vide CERC Notification No. Eco T/2/2020-CERC dated 5th October, 2020 effective from 1st October, 2020;

*-Annual Escalation rate applicable to Quoted Escalable Transmission charges: 7.2%
-Discount rate for computation of Levelized Transmission Charges : 8.83%*

8. In view of above, the lowest Initial Offer (Levelized Transmission Charges) of “M/s Power Grid Corporation of India Limited” of Rs. 997.01 Million per annum, may be declared as the successful bidder.

9. BPC, in their evaluation report has confirmed the following:

- I. The levelized tariff for this project based on CERC norms works out to Rs. 1954.92 million per annum. This has been computed based on the estimated cost as communicated by the Cost Committee constituted by National Committee on Transmission (NCT) and methodology for calculation of tariff as per CERC norms.*
- II. 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

10. After detailed discussions on the evaluation report prepared by BPC (**Annexure-A**), the BEC decided the following:

(a) *M/s Power Grid Corporation of India Transmission Limited is the successful Bidder after the conclusion of e-reverse bidding process with the lowest Levelized Transmission Charges of Rs. 997.01 million per annum.*

(b) *The levelized charges quoted by the successful Bidder, during e-reverse bidding process same as Initial Offer as no bid was received during e-reverse bidding process), is lower than the Levelized Tariff estimated by BPC, hence the levelized tariff discovered through e-reverse auction is acceptable.*

(c) *In view of (a) and (b) above, M/s Power Grid Corporation of India Limited may be issued Letter of Intent (LoI)."*

32. Bid Evaluation Committee vide its certificate dated 4.2.2021 has certified as under:

"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. M/s Power Grid Corporation of India Limited emerged as the successful Bidder after conclusion of e-Reverse Bidding Process with lowest Levelized Transmission Charges of Rs. 997.01million per annum.

3. The Levelized tariff computed on the basis of rates quoted by the Successful Bidder, during e-Reverse Auction, is lower than the Levelized Tariff calculated based on CERC norms, hence the levelized tariff discovered through e-Reverse auction is acceptable."

33. In light of the discussions in preceding paragraphs, it emerges that selection of the successful bidder and the levelised tariff of the Project has been carried out by the BPC through a transparent process of competitive bidding in accordance with the Guidelines issued by the Ministry of Power, Government of India under Section 63 of the Act. BEC has also certified that the process is in conformity with the Guidelines.

BEC in its certificate dated 4.2.2021 has certified that Power Grid Corporation of India Limited has emerged as the successful bidder after conclusion of e-reverse auction with lowest levelised transmission charges of Rs. 997.01 million per annum. BEC has further certified that the levelised tariff computed on the basis of rates quoted by the successful bidder, during e-reverse auction, is lower than the levelised tariff calculated based on CERC norms and is acceptable. Based on the certification of the BEC, we approve and adopt the transmission charges for the Project as per the LoI to this order which shall remain valid throughout the period covered in the TSA. The sharing of the transmission charges by the LTTCs shall be governed by the provisions of the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2020 as amended from time to time.

34. The Petitioner has further submitted that BPC vide letter dated 22.12.2020 had intimated to the bidders that the acquisition price payable by the selected bidder for acquisition of one hundred percent of equity shareholding of Sikar-II Aligarh Transmission Limited along with all its related assets and liabilities as Rs. 205.5557542 million (Rs. 20,55,57,542/-). However, subsequent to the bidding and during acquisition, BPC vide letter dated 25.3.2021 intimated the Petitioner that the final acquisition price is Rs. 215.559413 million (Rs. 21,55,59,413/-), which is higher by Rs. 1,00,01,871 than the amount intimated earlier. The Petitioner has submitted that the aforesaid increase in acquisition price after the bid deadline constitutes a Change in Law event under Article 12.1.1 of the TSA and that the Petitioner has furnished the necessary documentary proof in this regard.

35. We have noted the submissions of the Petitioner. Since the scope of the present Petition is limited to adoption of transmission charges under Section 63 of the Act, the Petitioner is granted liberty to claim the Change in Law relief on this count at the appropriate point of time in accordance with the law.

36. In view of above, the Commission approves and adopts the transmission charges for the Project as per the Appendix to this order subject to issuance of transmission licence which shall remain valid throughout the period covered in the TSA. The sharing of the transmission charges by the LTTCs shall be governed by the provisions of the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2010 as amended from time to time.

37. The Petitioner has submitted that its name has been changed in terms of Rule 29 of the Companies (Incorporation) Rules, 2014 from “Sikar-II Aligarh Transmission Limited” to “POWERGRID Aligarh Sikar Transmission Limited” from 13.9.2021. The Petitioner has placed on record the Certificate of incorporation pursuant to Change of Name dated 13th September 2021 issued and certified by the Registrar of Companies, Delhi. The same is accordingly allowed.

38. A copy of this order shall be sent to CTU and Long-Term Transmission Customers of the Transmission System.

39. The Petition No. 51/AT/2022 is disposed of in terms of the above.

**Sd/-
(P.K. Singh)
Member**

**sd/-
(Arun Goyal)
Member**

**sd/-
(I.S. Jha)
Member**

Appendix				
Contract Year	Commencement date of contract year	End date of contract year	Quoted Non-Escalable Transmission Charges (Rs. in Millions)	Quoted Escalable Transmission Charges (Rs. in Millions)
1	25-Jul-22	31-Mar-23	1187.03	---
2	1-Apr-23	31-Mar-24	1187.03	
3	1-Apr-24	31-Mar-25	1187.03	
4	1-Apr-25	31-Mar-26	1187.03	
5	1-Apr-26	31-Mar-27	1187.03	
6	1-Apr-27	31-Mar-28	1187.03	
7	1-Apr-28	31-Mar-29	1187.03	
8	1-Apr-29	31-Mar-30	1187.03	
9	1-Apr-30	31-Mar-31	1187.03	
10	1-Apr-31	31-Mar-32	833.89	
11	1-Apr-32	31-Mar-33	833.89	
12	1-Apr-33	31-Mar-34	833.89	
13	1-Apr-34	31-Mar-35	833.89	
14	1-Apr-35	31-Mar-36	833.89	
15	1-Apr-36	31-Mar-37	833.89	
16	1-Apr-37	31-Mar-38	833.89	
17	1-Apr-38	31-Mar-39	833.89	
18	1-Apr-39	31-Mar-40	833.89	
19	1-Apr-40	31-Mar-41	833.89	
20	1-Apr-41	31-Mar-42	833.89	
21	1-Apr-42	31-Mar-43	833.89	
22	1-Apr-43	31-Mar-44	833.89	
23	1-Apr-44	31-Mar-45	833.89	
24	1-Apr-45	31-Mar-46	833.89	
25	1-Apr-46	31-Mar-47	833.89	
26	1-Apr-47	31-Mar-48	833.89	
27	1-Apr-48	31-Mar-49	833.89	
28	1-Apr-49	31-Mar-50	833.89	
29	1-Apr-50	31-Mar-51	833.89	
30	1-Apr-51	31-Mar-52	833.89	
31	1-Apr-52	31-Mar-53	833.89	
32	1-Apr-53	31-Mar-54	833.89	
33	1-Apr-54	31-Mar-55	833.89	
34	1-Apr-55	31-Mar-56	833.89	
35	1-Apr-56	31-Mar-57	833.89	
36	1-Apr-57	35 th anniversary of the Schedule COD	833.89	

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 50/TL/2022

Coram:

Shri I. S. Jha, Member

Shri Arun Goyal, Member

Shri P. K. Singh, Member

Date of Order: 28th May, 2022

In the matter of

Application under Section 14 of the Electricity Act, 2003 read with the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Transmission Licence and other related matters) Regulations, 2009 with respect to transmission licence to POWERGRID Aligarh Sikar Transmission Limited (Formerly Sikar-II Aligarh Transmission Limited) a 100% wholly owned subsidiary of Power Grid Corporation of India Limited.

And

In the matter of

POWERGRID Aligarh Sikar Transmission Limited,
(Formerly Sikar-II Aligarh Transmission Limited)
B-9, Qutab Institutional Area, Katwaria Sarai,
New Delhi-110 016

.....Petitioner

Vs

1. SBE Renewables Seventeen Private Limited,
1st Floor, Worldmark-2, Aerocity,
New Delhi -110037.
2. Renew Surya Aayan Private Limited,
138, Ansal Chambers-II, Bhikaji Cama Place,
New Delhi -110066.
3. Renew Surya Vihaan Private Limited,
138, Ansal Chambers-II, Bhikaji Cama, Place,
New Delhi -110066.
4. Eden Renewable Passy Private Limited,
Unit No. 236 B &C, 1st Floor, DLF South Court, Saket,
New Delhi-110017.
5. Chief Executive Officer,
PFC Consulting Limited,

(A wholly owned subsidiary of PFC Limited)
9th Floor, Wing-A, Statesman House,
Connaught Place, New Delhi – 110001.

6. Chief Operating Officer,
Central Transmission Utility of India Limited,
Saudamini, Plot No.2, Sector -29,
Gurugram-122001.

.....Respondents

Parties present:

Shri M. G. Ramachandran, Sr. Advocate, PASTL
Shri Shubham Arya, Advocate, PASTL
Ms. Poorva Saigal, Advocate, PASTL
Shri Ravi Nair, Advocate, PASTL
Shri Nipun Dave, PASTL
Shri V. C. Sekhar, PASTL
Shri Burra Vamsi Rama, PASTL
Shri Prashant Kumar, PASTL
Ms. Supriya Singh, PASTL
Shri Kashish Bhambhani, CTUIL
Shri Yatin Sharma, CTUIL
Shri Swapnil Verma, CTUIL
Shri Sidhharth Sharma, CTUIL
Shri Ranjeet Singh Rajput, CTUIL
Shri Akshayvat Kislay, CTUIL

ORDER

The Petitioner, POWERGRID Aligarh Sikar Transmission Limited (PASTL) (formerly Sikar-II Aligarh Transmission Limited), has filed the present Petition for grant of transmission licence under Section 14 of the Electricity Act, 2003 (hereinafter referred to as “the Act”) read with the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission Licence and other related matters) Regulations, 2009 (hereinafter referred to as “Transmission Licence Regulations”) to establish “Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase II (Part D)”, on Build, Own, Operate and Maintain (BOOM) basis (hereinafter referred to as “the Project”) consisting of the following elements:

Sr. No.	Name of the Transmission Element	Scheduled COD in months from Effective date	Element(s) which are pre-required for declaring the commercial operation (COD) of the respective Element
1.	Sikar-II - Aligarh 765 kV D/c line	18 months	Elements marked at Sr.No. 1 to Sr. No. 3 are required to be commissioned simultaneously as their utilization is dependent on commissioning of each other.
2.	2 no. of 765 kV line bays at Sikar-II for Sikar-II-Aligarh(GIS) 765 kV D/c line 765 kV line bays – 2* (Sikar-II S/s)		
3.	1x330 MVAR switchable line reactor for each circuit at each end of Sikar-II-Aligarh(GIS) 765 kV D/c line 330 MVAR, 765 kV reactor- 4 (2 reactors each at Sikar-II and Aligarh) Switching equipment for 765 kV reactor - 4 (2 switching equipment each at Sikar-II and Aligarh) 110 MVAR, 765 kV, 1 ph Reactor (spare unit) at Aligarh-1		

Note:

i. * 2 nos. of 765 kV GIS line bay modules (up to SF6 to air bushing outside GIS hall) are already available at Aligarh (GIS) sub-station. TSP shall utilize the same for termination of Sikar-II-Aligarh (GIS) 765 kV D/c line at Aligarh.

ii. Developer of Sikar-II S/s to provide space for 2 no. of 765 kV bays and space for 2 no. of switchable line reactors at Sikar-II sub-station.

iii. The spare unit of 765 kV, 1x110 MVAR reactor being provided at Sikar-II PS

under 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II-Part C' shall be utilized as common spare for 6x110 MVAR Switchable Line Reactors to be provided at Sikar-II PS each under 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II-Part D' and 'Transmission system strengthening for evacuation of power from solar energy zones in Rajasthan (8.1 GW) under Phase II –Part E'.

iv. GA drawing indicating the available area at 765 kV Aligarh substation is attached. TSP shall assess the same suitably and may procure additional land, if required.

2. Based on the competitive bidding carried out by PFC Consulting Limited (PFCCL) in its capacity as the Bid Process Coordinator (BPC) in accordance with the Guidelines issued by Ministry of Power, Government of India under Section 63 of the Act, Power Grid Corporation of India Limited (PGCIL) was declared the successful bidder with the lowest levelized transmission charges of Rs. 997.01 million per annum.

3. The Commission after considering the application of the Petitioner in the light of the provisions of the Act and the Transmission Licence Regulations, in its order dated 22.4.2022, *prima facie* proposed to grant transmission licence to the Petitioner. Relevant extract of order dated 22.4.2022 is extracted as under:

"23. We have considered the submissions of the Petitioner and CTU. The selected bidder furnished the Contract Performance Guarantee to the Long-Term Transmission Customers of the Project for an amount of Rs. 173.3 million (Rs. 17.33 crore) on 8.6.2021 and has acquired hundred percent equity holding in the applicant company on 8.6.2021 after execution of the Share Purchase Agreement. The TSP on behalf of the selected bidder filed the fresh application for grant of transmission licence through e-portal on 7.2.2022.

24. Considering the material on record, we are prima-facie of the view that the Petitioner satisfies the conditions for grant of inter-State transmission licence under Section 15 of the Act read with Transmission Licence Regulations for construction, operation and maintenance of the Transmission System as described in paragraph 1 of this order. We, therefore, direct that a public notice under clause (a) of sub-section (5) of Section 15 of the Act be published to invite suggestions or objections to grant of transmission licence aforesaid. The objections or suggestions, if any, be filed by any person before the Commission, by 4.5.2022.

25. *The Petitioner shall comply to the recommendations made by the Committee constituted vide by Hon`ble Supreme Court, vide its letter dated 13.1.2022 in letter and spirit."*

4. A public notice under Sub-section (5) of Section 15 of the Act was published on 29.4.2022 in all editions of the Hindu (English) and Dainik Jagran (Hindi). No suggestions/ objections have been received from the members of the public in response to the public notice.

5. The Petitioner, vide order dated 22.4.2022, was directed to file an affidavit to the effect that the execution of the transmission project shall not be delayed due to time taken in obtaining statutory clearances required under Request for Proposal (RfP) and the Transmission Service Agreement (TSA) or adjudication of any claim of the Petitioner arising under the TSA. In response, the Petitioner vide its submission dated 25.4.2022 has submitted that the transmission project is governed by the pre-signed TSA dated 2.11.2020 furnished by BPC as part of the bidding documents.

6. In the order dated 22.4.2022, the following provisions of the TSA with regard to quality control and workmanship were taken note of:

(a) As per Article 5.1.1 of the TSA, the TSP at its own cost and expense, shall be responsible for designing, constructing, erecting, completing and commissioning each element of the Project by Scheduled COD in accordance with the various regulations of the Central Electricity Authority.

(b) Article 5.4 of the TSA provides that the TSP shall ensure that the Project is designed, built and completed in a good workman like manner using sound engineering and construction practices and using only materials and equipment that are new and of international utility grade quality such that the useful life of the Project will be till the expiry date.

(c) The design, construction and testing of all equipment, facilities, components and systems of the project shall be in accordance with Indian Standards and Codes issued by Bureau of India Standards.

7. Accordingly, the Petitioner was directed to submit information with regard to quality control mechanism available or to be put in place to ensure compliance of the requirements stipulated in Article 5.1.1 and Article 5.4 of the TSA. The Petitioner, vide its affidavit dated 25.4.2022, has submitted that the transmission project is governed by the TSA. All the terms of TSA including Article 5.1.1 and 5.4 of the TSA are integral part of TSA and are binding on the signatories of the agreement. The Petitioner has further submitted that in terms of the TSA, it would implement the Project as per the provisions of the Article 5 of the TSA dealing with construction of the Project.

8. We have considered the submission of the Petitioner. In the TSA, there is provision for the lead LTTC to designate upto three employees for inspection of the progress of the Project. Further, the Petitioner is required to give a monthly progress report to the lead LTTC and the CEA about the Project and its execution. The TSA also vests a responsibility in the CEA to carry out random inspection of the Project as and when deemed necessary. We consider it necessary that CEA devises a mechanism for random inspection of the Project every three months to ensure that the Project is not only being executed as per the schedule, but the quality of equipment and workmanship of the Project conform to the Technical Standards and Grid Standards notified by CEA and IS Specifications..

9. Case was called out for virtual hearing on 24.5.2022 through video conferencing. It was submitted by the learned senior counsel of the Petitioner that as per order dated 22.4.2022, the Petitioner has submitted the information called for.

He further submitted that in response to public notice published by the Commission, no objection has been received. Learned senior counsel further submitted that in regard to the request of the Petitioners to allow 15 months' time to complete the Projects from the grant of transmission licence as the significant time had been lapsed in compliance of the directions of the Hon'ble Supreme Court dated 19.4.2021, the Commission, in the aforesaid orders, has granted liberty to approach the Commission for appropriate relief in accordance with law after the completion of the Projects. Learned senior counsel, however, requested the Commission to consider issuing certain clarification on the aspect of extension of time or some kind of recognition at this stage in order to address the concerns of the lenders financing the Projects.

10. As regards grant of transmission licence, Clauses (15) and (16) of Regulation 7 of Transmission Licence Regulations provide as under:

“(15) The Commission may after consideration of the further suggestions and objections, if any, received in response to the public notice as aforesaid, grant licence as nearly as practicable in Form-III attached to these regulations or for reasons to be recorded in writing, reject the application if such application is not in accordance with the provisions of the Act, the rules or regulations made thereunder or any other law for the time being in force or for any other valid reason.

(16) The Commission may, before granting licence or rejecting the application, provide an opportunity of hearing to the applicant, the Central Transmission Utility, the long-term customers, or the person who has filed suggestions and objections, or any other person:

Provided further that the applicant shall always be given a reasonable opportunity of being heard before rejecting the application.”

11. In our order dated 22.4.2022, we had proposed to grant transmission licence to the Petitioner company and directed for issue of public notice. In response to the

public notice, no suggestions/objections have been received. CTU in its letter dated 11.3.2022 has recommended for grant of transmission licence to the Petitioner. We are satisfied that the Petitioner company meets the requirements of the Act and the Transmission Licence Regulations for grant of transmission licence for the subject Transmission System mentioned at paragraph 1 of this order. Accordingly, we direct that transmission licence be granted to the Petitioner, POWERGRID Aligarh Sikar Transmission Limited, to establish "Transmission System Strengthening Scheme for Evacuation of Power from Solar Energy Zones in Rajasthan (8.1 GW) under Phase II (Part D)", on Build, Own, Operate and Maintain basis as per the details given in paragraph 1 above.

12. During the course of hearing, learned senior counsel for the Petitioner requested for 15 months' time to execute the Project. As per the TSA, the Project is to be executed within 18 months from the effective date i.e. 4.6.2021. In the meantime, due to directions of the Hon`ble Supreme Court dated 19.4.2021 providing for appropriate steps for laying of transmission lines in the priority and potential habitats of GIB, the Project was put on hold. Subsequent to compliance of direction of the Hon`ble Supreme Court, the Petitioner has approached the Commission for grant of transmission licence. Therefore, the Transmission Service Provider cannot be made to suffer on account of reasons which are beyond its control. After execution of the project, the Petitioner may approach the Commission with a petition which will be dealt in line with the bidding guidelines and the TSA.

13. The grant of transmission licence to the Petitioner (hereinafter referred to as "the licensee") is subject to the fulfilment of the following conditions throughout the period of licence:

- (a) The transmission licence shall, unless revoked earlier, remain in force for a period of 25 years from the date of issue;
- (b) The transmission licensee shall comply with the provisions of the Transmission Licence Regulations or any subsequent enactment thereof and the terms and condition of the TSA during the period of subsistence of the licence.
- (c) Since the expiry date as per the TSA is 35 years from the scheduled COD of the Project, the licensee may make an application, two years before the expiry of initial licence period, for grant of licence for another term in accordance with Regulation 13(2) of the Transmission Licence Regulations which shall be considered by the Commission in accordance with law;
- (d) The licensee shall not enter into any contract for or otherwise engage in the business of trading in electricity during the period of subsistence of the transmission licence;
- (e) The licensee shall have the liability to pay the license fee in accordance with the provisions of the Central Electricity Regulatory Commission (Payment of Fees) Regulations, 2012, as amended from time to time or any subsequent enactment thereof. Delay in payment or non-payment of licence fee or a part thereof for a period exceeding sixty days shall be construed as breach of the terms and conditions of the licence;
- (f) The licensee shall comply with the directions of the National Load Despatch Centre under Section 26 of the Act, or the Regional Load Despatch Centre under sub-section (3) of Section 28 or sub-section (1) of Section 29 of the Act, as may be issued from time to time for maintaining the availability of the transmission system;
- (g) The licensee shall remain bound by the Central Electricity Regulatory Commission (Standard of Performance of inter-State transmission licensees) Regulations, 2012 or subsequent enactment thereof;
- (h) The licensee shall provide non-discriminatory open access to its Transmission System for use by any other licensee, including a distribution licensee or an electricity trader, or generating company or any other person in

accordance with the Act; the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008; the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009; the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010, as amended from time to time or any subsequent re-enactments thereof;

(i) The licensee shall not undertake any other business for optimum utilization of the Transmission System without prior intimation to the Commission and shall comply with the provisions of the Central Electricity Regulatory Commission (Sharing of Revenue Derived from Utilization of Transmission Assets for other business) Regulations, 2020;

(j) The licensee shall remain bound by provisions of the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2020 as amended from time to time;

(k) The licensee shall remain bound by the provisions of the Act, the rules and regulations framed thereunder, in particular the Transmission Licence Regulations, the Grid Code, the Standards specified by the Central Electricity Authority, orders and directions of the Commission issued from time to time;

(l) The licensee shall ensure execution of the as per the Technical Standards and Grid Standards of CEA prescribed in Article 5.1.1 and Article 5.4 of the TSA;

(m) The licensee shall as far as practicable coordinate with the licensee (including deemed licensee) executing the upstream or downstream transmission projects and the Central Electricity Authority for ensuring execution of the Project in a matching timeline; and

(n) The licensee shall submit all such report or information as may be required under Transmission Licence Regulations, Standard of Performance Regulations, Transmission Service Agreement or any other regulation of the Commission or as per the directions of the Commission as may be issued from time to time.

14. Central Electricity Authority shall monitor the execution of the Project and bring to the notice of the Commission any lapse on the part of the licensee to meet the schedule for further appropriate action in accordance with the provisions of the Act and the Transmission Licence Regulations.

15. Let an extract copy of this order be sent to CEA for information and necessary action.

16. Petition No. 50/TL/2022 is allowed in terms of the above.

Sd/-
(P. K. Singh)
Member

sd/-
(Arun Goyal)
Member

sd/-
(I.S. Jha)
Member



पावरग्रिड अलीगढ सीकर ट्रान्समिशन लिमिटेड
POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED
 (A 100% wholly owned subsidiary of Power Grid Corporation of India Limited
 (A Govt. of India Enterprises))

Plot No.-339, Shanti Kunj Scheme, Alwar (Rajasthan)-301001

Ref: TBCB/PASTL/DOCO Letter/R1

Date: 19.11.2024

To,

1. SBE Renewables Seventeen Private Limited (SRSPL)

Adani Corporate House, Shantigram, S.G Highway,
 Ahmedabad – 382 421,
 Gujarat, India

2. Renew Surya Aayan Private Limited(RSAPL)

Renew Surya Vihaan Private Limited(RSVPL)

Commercial Block-1, Zone 6,
 Golf Course Road, DLF City Phase-V,
 Gurugram – 122009

Kind Attention: 1) Rajesh Kumar Gupta, AVP, SRSPL
 2) Rohit Singh, Senior Manager, RSAPL & RSVPL

Subject: Issuance of DOCO Certificate of 765 kV D/c Sikar-II Aligarh transmission line along with associated bays and switchable line reactors under the Transmission system strengthening scheme for evacuation of Power from Solar energy Zones in Rajasthan (8.1GW) under Phase II – Part D

Ref: (i) Transmission Service Agreement (TSA) dated 02.11.2020.
 (ii) Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023

Dear Sir(s),

The Subject Transmission system has been executed by **POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED (erstwhile Sikar-II Aligarh Transmission Limited)** under Transmission system strengthening scheme for evacuation of Power from Solar energy Zones in Rajasthan (8.1GW) under Phase II – Part D and is governed by Transmission Service Agreement (TSA) dated 02.11.2020 executed between LTTCs and **POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED** (a 100% wholly owned subsidiary of POWERGRID)

In terms of regulation 27(1)(c)(i) of IEGC 2023, the following elements along with the communication, metering, telemetry and protection system under the subject project have successfully completed the trial operation and have been successfully charged and put under Commercial Operation as per the detail below:

(1/2)



पावरग्रिड
POWERGRID

पावरग्रिड अलीगढ़ सीकर ट्रांसमिशन लिमिटेड

POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED

(A 100% wholly owned subsidiary of Power Grid Corporation of India Limited)

(A Govt. of India Enterprises)

Plot No.-339, Shanti Kunj Scheme, Alwar (Rajasthan)-301001

S. No.	Name of the Element	Date & Time of Commencement of Trial operation	Date & Time of Completion of Trial operation	Commercial operation with effect from
1.	765kV Aligarh (PG) – Sikar-II Ckt-1 along with 765kV, 3X110 MVar, Switchable Line Reactors at Aligarh(PG) and Sikar-II	08.10.2024 / 01:00 Hrs	09.10.2024/01:00 Hrs	00:00 Hrs of 10.10.2024
2.	765kV Bay 703 & 703R at Sikar-II	08.10.2024 / 01:00 hrs	09.10.2024/01:00 Hrs	
3.	765kV Bay 713 & 713R at Aligarh (PG) also including spare 110 MVAR LR unit	08.10.2024 / 01:00 hrs	09.10.2024/01:00 Hrs	
4.	765kV Aligarh (PG) – Sikar-II Ckt-2 along with 765kV, 3X110 MVar, Switchable Line Reactors at Aligarh(PG) and Sikar-II	08.10.2024 / 01:00 Hrs	09.10.2024/01:00 Hrs	
5.	765kV Bay 706 & 706R at Sikar-II	08.10.2024 / 01:00 hrs	09.10.2024/01:00 Hrs	
6.	765kV Bay 716 & 716R at Aligarh (PG)	08.10.2024 / 01:00 hrs	09.10.2024/01:00 Hrs	

The transmission charges for the aforementioned elements are payable with effect from Commercial operation date and **POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED** shall be entitled for all benefits envisaged in the TSA.

Thanking You,

Yours Sincerely,

For and on behalf of **POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED**

(K K Choudhary)

Project In-Charge

POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED

Email id: kanchan@powergrid.in

Mobile No.: 9560690612

(2/2)

Plot No.-339, Shanti Kunj Scheme, Alwar (Rajasthan)-301001

Certificate as per

CERC (Indian Electricity Grid Code) Regulation 2023

(For Inter State Transmission System)

It is to certify that following assets under “**POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED**” conform to the CEA Technical Standards for Construction, CEA Technical Standards for Connectivity, CEA Technical Standards for Communication, Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010 and Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023 and are capable of operation to their full capacity:

Name of the Asset	Date/ Time
765 kV Sikar-II- Aligarh D/C Line	08.10.2024/ 19:55 Hrs
2 no. of 765 kV line Bays at Sikar -II for Sikar-II- Aligarh 765 kV D/C Line	
4 no. of 330 MVA switchable Line Reactor for each circuit at each end of Sikar-II- Aligarh 765kV D/C line alongwith switching Equipment	
1 no. of 110 MVA, 765kV 1 ph Reactor (spare unit) at Aligarh	



(Dr Yatindra Dwivedi)
Chairman



ग्रिड-इंडिया
GRID-INDIA

ग्रिड कंट्रोलर ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)
GRID CONTROLLER OF INDIA LIMITED

(A Government of India Enterprise)
[formerly Power System Operation Corporation Limited (POSOCO)]

उत्तर क्षेत्रीय भार प्रेषण केन्द्र / Northern Regional Load Despatch Centre



कार्यालय: 18-ए, शहीद जीत सिंह सनसनवाल मार्ग, कटवारिया सराय, नई दिल्ली -110016
Office : 18-A, Shaheed Jeet Singh Sansanwal Marg, Katwaria Sarai, New Delhi-110016
CIN : U40105DL2009GOI188682, Website : www.nrldc.in, E-mail : nrlcdc@grid-india.in, Tel.: 011- 26854015, 40224603

Certificate Number: GRID-INDIA/NRLDC/SO/561

Date: 18-11-2024

Certificate of successful Trial Run (with electrical load) as per Clause 25 of CERC (IEGC), 2023

Certificate of completion of Trial Operation of 1.765kV ALIGARH(PG)- SIKAR_II ckt-1 along with 765kV 3X110 MVar Switchable Line Reactors at ALIGARH(PG) and SIKAR_II.2.765kV Bay 703 & 703R at Sikar_II.3. 765kV Bay 713 & 713R at Aligarh(PG) also including spare 110MVAR LR unit at Sikar_2.

Reference:

1. **POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED (PASTL)** Communication dated 28 Aug 2024 08:46, 31 Aug 2024 05:28, vide Format - I and 27 Sep 2024 19:58, 02 Oct 2024 21:24, vide Format - III regarding the submission of pre charging documents for -

765kV Main Bus 2 at Sikar_2(PSTL)

3 x 110 MVAR Switchable Convertable LINE_REACTOR of 765kV Sikar_2(PSTL)-Aligarh(PG)-1 at Aligarh(PG)

765kV Main Bay 713R of 765kV Sikar_2(PSTL)-Aligarh(PG)-1 at Aligarh(PG)

3 x 110MVAR Switchable Convertable LINE_REACTOR of 765kV Sikar_2(PSTL)-Aligarh(PG)-1 at Sikar_2(PSTL)

Spare Unit of 110MVAR Switchable Convertable LINE_REACTOR of 765kV Sikar_2(PSTL)-Aligarh(PG)-1 at Sikar_2(PSTL)

765kV Main Bay 703R of 3 x 110MVAR Switchable Convertable LINE_REACTOR of 765kV Sikar_2(PSTL)-Aligarh(PG)-1 at Sikar_2(PSTL)

765kV Main Bay 703 of 765kV Sikar_2(PSTL)-Aligarh(PG)-1 at Sikar_2(PSTL)

765kV Sikar_2(PSTL)-Aligarh(PG)-1

2. NRLDC Acknowledgement dated 05 Sep 2024 10:00 vide Format - II and Provisional Approval dated 04 Oct 2024 17:13 vide Format - IV.

3. Real time code issued by NRLDC on request of **POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED (PASTL)** Real Time Code No-NR2410-1195,1196,1197,1198

4. **POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED (PASTL)** , Communication dated 11 Nov 2024 09:53, vide Format - V regarding the submission of post charging documents.

5. NO Objections raised by Beneficiaries

Based on above references, it is hereby certified that the following Transmission elements have been successfully completed the trial operation:

Name of the Transmission Asset:	1.765kV ALIGARH(PG)- SIKAR_II ckt-1 along with 765kV 3X110 MVar Switchable Line Reactors at ALIGARH(PG) and SIKAR_II. 2.765kV Bay 703 & 703R at Sikar_II. 3. 765kV Bay 713 & 713R at Aligarh(PG) also including spare 110MVAR LR unit at Sikar_2.
Owner of the Transmission Asset:	POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED (PASTL)
Date and Time of Energization for commencement of successful trial run operation	08-10-2024 - 01:00Hrs
Date/Time of completion of successful trial run operation	09-10-2024 - 01:00Hrs

Note:

This certificate is being issued in accordance with Regulation 25 (1) and 25(2) of CERC (Indian Electricity Grid Code) Regulations, 2023 and amendments thereof to certify successful trial run of power system element with electrical load.



Nabarun Roy

Executive Director

Place :**Copy to :****I. Executive Director, Powergrid NR-1, Faridabad.****II. Member Secretary, NRPC, New Delhi****III. Executive Director, NLDC, New Delhi.****IV. Beneficiary(ies).**



ग्रिड-इंडिया
GRID-INDIA

ग्रिड कंट्रोलर ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)
GRID CONTROLLER OF INDIA LIMITED

(A Government of India Enterprise)
[formerly Power System Operation Corporation Limited (PSOCO)]

उत्तर क्षेत्रीय भार प्रेषण केन्द्र / **Northern Regional Load Despatch Centre**



कार्यालय: 18-ए, शहीद जीत सिंह सनसनवाल मार्ग, कटवारिया सराय, नई दिल्ली -110016
Office : 18-A, Shaheed Jeet Singh Sansanwal Marg, Katwaria Sarai, New Delhi-110016
CIN : U40105DL2009GOI188682, Website : www.nrldc.in, E-mail : nrlde@grid-india.in, Tel.: 011- 26854015, 40224603

Certificate Number: GRID-INDIA/NRLDC/SO/560

Date: 18-11-2024

Certificate of successful Trial Run (with electrical load) as per Clause 25 of CERC (IEGC), 2023

Certificate of completion of Trial Operation of 1. 765kV ALIGARH(PG)- SIKAR_II ckt-2 along with 765kV 3X110 MVar Switchable Line Reactors at both ends 2. 765kV Bay 706 & 706R at Sikar_II 3. 765kV Bay 716 & 716R at Aligarh(PG).

Reference:

1. **POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED (PASTL)** Communication dated 27 Aug 2024 23:28, 31 Aug 2024 05:33, vide Format - I and 27 Sep 2024 19:58, 02 Oct 2024 21:24, vide Format - III regarding the submission of pre charging documents for -

765kV Sikar_2(PSTL)-Aligarh(PG)-2

765kV Main Bay 706R of 3 x 110MVAR Switchable Convertable LINE_REACTOR of 765kV

Sikar_2(PSTL)-Aligarh(PG)-2 at Sikar_2(PSTL)

3 x 110MVAR Switchable Convertable LINE_REACTOR of 765kV Sikar_2(PSTL)-Aligarh(PG)-2 at Sikar_2(PSTL)

765kV Main Bay 706 of 765kV Sikar_2(PSTL)-Aligarh(PG)-2 at Sikar_2(PSTL)

3 x 110MAVR Switchable Convertable LINE_REACTOR of 765kV Sikar_2(PSTL)-Aligarh(PG)-2 at Aligarh(PG)

765kV Main Bay 716R of 765kV Sikar_2(PSTL)-Aligarh(PG)-2 at Aligarh(PG)

2. NRLDC Acknowledgement dated 05 Sep 2024 10:00 vide Format - II and Provisional Approval dated 04 Oct 2024 17:13 vide Format - IV.

3. Real time code issued by NRLDC on request of **POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED (PASTL)** Real Time Code No-NR2410-1684, 1685, 1696.

4. **POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED (PASTL)** , Communication dated 11 Nov 2024 09:53, vide Format - V regarding the submission of post charging documents.

5. No Objections raised by Beneficiaries.

Based on above references, it is hereby certified that the following Transmission elements have been successfully completed the trial operation:

Â

Name of the Transmission Asset:	1. 765kV ALIGARH(PG)- SIKAR_II ckt-2 along with 765kV 3X110 MVar Switchable Line Reactors at Aligarh and Sikar_II end. 2. 765kV Bay 706 & 706R at Sikar_II 3. 765kV Bay 716 & 716R at Aligarh(PG).
Owner of the Transmission Asset:	POWERGRID ALIGARH SIKAR TRANSMISSION LIMITED (PASTL)
Date and Time of Energization for commencement of successful trial run operation	08-10-2024 - 01:00Hrs
Date/Time of completion of successful trial run operation	09-10-2024 - 01:00Hrs

Note:

This certificate is being issued in accordance with Regulation 25 (1) and 25(2) of CERC (Indian Electricity Grid Code) Regulations, 2023 and amendments thereof to certify successful trial run of power system element with electrical load.

Place :

Copy to :

I. Executive Director, Powergrid NR-1, Faridabad.

II. Member Secretary, NRPC, New Delhi

III. Executive Director, NLDC, New Delhi.

IV. Beneficiary(ies).

REPORTABLE

IN THE SUPREME COURT OF INDIA

CIVIL ORIGINAL JURISDICTION

I.A. NO.85618 OF 2020

IN

WRIT PETITION (CIVIL) NO.838 OF 2019

M.K. Ranjitsinh & Ors.

..... Petitioner(s)

Versus

Union of India & Ors.

....Respondent(s)

ORDER

1. The writ petition is filed in the nature of public interest seeking to protect two species of birds namely the Great Indian Bustard ('GIB' for short) and the Lesser

Florican, which is on the verge of extinction. The existence of overhead power lines is stated to have become a hazard due to which the said species of birds on collision are getting killed. In the pending writ petition, the application in I.A. No.85618/2020 is filed seeking interim directions to direct the State of Rajasthan (respondents No.5 and 6) and State of Gujarat (respondents No.9 to 11) to ensure predator proof fencing, controlled grazing in the enclosure development and to direct the said respondents not to permit installation of overhead power lines and also not permit further construction of windmills and installation of solar infrastructure in priority and potential habitat as identified by the Wildlife Institute of India. The petitioner is also seeking a direction to the respondents to install divertors for the powerlines which has been listed in the application.

2. The very subject matter indicates that though such directions are sought against the respondents, the litigation is not adversarial in nature as it is community interest. In fact, the petitioners being environmentalists, are seeking to protect the rare birds which are dwindling in number. It is contended that GIB is one of the heaviest flying birds in the

world, about a meter in height and wing span of around seven feet. It has disappeared from 90 per cent of habitat except parts of Rajasthan and Gujarat which is to be protected. According to the petitioners, overhead power lines are the biggest threat to the survival of the GIBs. The Wildlife Institute of India (WII) in its Report “Power Line Mitigation, 2018” has stated that every year 1 lakh birds die due to collision with power lines. The Report concluded that unless power line mortality is mitigated urgently, extinction of GIBs is certain. Surveys conducted by Wildlife Institute of India (WII) in Thar covering 80 km of power lines repeated 7 times over a year found 289 carcasses of around 30 species, including the Great Indian Bustard (GIB). The study estimated 3 bird mortalities/km/month for low-tension lines, 6 bird mortalities/km/month for high-tension lines, and about 1 lakh birds/per year within a 4200 sq.km area in/around Desert National Park, Rajasthan. In terms of GIB, 6 mortalities have been recorded in Thar during 2017-20, all due to high-tension transmission lines – some of them connected to wind turbine. Therefore, petitioner seeks undergrounding all future overhead power lines; selected

power lines in priority GIB habitat and installation of divertors in potential habitat.

3. In fact, it is admitted by the Ministry of Power, Union of India in their affidavit dated 15.03.2021 as follows: -

“The Great Indian Bustard (“GIB”) lacks frontal vision. Due to this, they cannot detect powerlines ahead of them, from far. As they are heavy birds, they are unable to manoeuvre across power lines within close distances. Thus, they are vulnerable to collision with power lines. In case of low voltage lines, electrocution is often the cause of death due to smaller phase to phase separation distance. High voltage lines do not cause death due to electrocution but cause death due to collision.”

4. But, this Court while considering IA Nos.1433 and 1477 of 2005 in the case of **T.N. Godavarman Thirumulpad Vs. Union of India & Ors.** (2012) 3 SCC 277 has observed as hereunder:

“17. Environmental justice could be achieved only if we drift away from the principle of anthropocentric to ecocentric. Many of our principles like sustainable development, polluter-pays principle, intergenerational equity have their roots in anthropocentric principles. Anthropocentrism is always human interest focussed and that non-human has only instrumental value to humans. In other words, humans take precedence and human responsibilities to non-human based benefits to

humans. Ecocentrism is nature-centred where humans are part of nature and non-humans have intrinsic value. In other words, human interest does not take automatic precedence and humans have obligations to non-humans independently of human interest. Ecocentrism is therefore life-centred, nature-centred where nature includes both humans and non-humans. The National Wildlife Action Plan 2002-2012 and the Centrally Sponsored Integrated Development of Wildlife Habitats Scheme, 2009 are centred on the principle of ecocentrism.”

In that context while taking note of the contention of the State relating to lack of funds, reference was made to the Centrally Sponsored Integrated Development of Wildlife Habitats Scheme, 2009 which provides for financial sharing between Centre and State. Though taken note in the context of conservation of wild buffalo the pattern of funding was taken note in para-23 which provides for 100% central assistance in respect of GIB, for both recurring and non-recurring items of expenditure.

5. Further this Court in the case of ***Centre for Environmental Law, World Wide Fund – India Vs. Union of India & Ors.***, (2013) 8 SCC 234 while considering the protection and conservation of endangered

species has observed as hereunder:

“45. We may point out that there has been wide-ranging discussions and deliberations on the international platforms and conferences for rebuilding of certain principles laid down in the earlier conventions on the Principles of Sustainable Development. The United Nations Commission on Environment and Development defined the “sustainable development” as follows:

“Sustainable development is the development that meets the needs of the present without compromising the ability of future generations to meet their own needs.” (World Commission on Economic Development [WCED], 1987 : 43)

46. Sustainable development, it has been argued by various eminent environmentalists, clearly postulates an anthropocentric bias, least concerned with the rights of other species which live on this earth. Anthropocentrism is always human interest focussed thinking that non-human has only instrumental value to humans, in other words, humans take precedence and human responsibilities to non-human are based on benefits to humans. Ecocentrism is nature-centred, where humans are part of nature and non-humans have intrinsic value. In other words, human interest does not take automatic precedence and humans have obligations to non-humans independently of human interest. Ecocentrism is, therefore, life-centred, nature-centred where nature includes both humans and non-humans.”

“48. Article 21 of the Constitution of India protects not only the human rights but also casts an obligation on human beings to protect and preserve a species becoming extinct, conservation and protection of environment is an inseparable part of right to life. In *M.C. Mehta v. Kamal Nath* [(1997) 1 SCC 388] , this Court enunciated the doctrine of “public trust”, the thrust of that theory is that certain common properties such as rivers, seashores, forests and the air are held by the Government in trusteeship for the free and unimpeded use of the general public. The resources like air, sea, waters and the forests have such a great importance to the people as a whole, that it would be totally unjustified to make them a subject of private ownership. The State, as a custodian of the natural resources, has a duty to maintain them not merely for the benefit of the public, but for the best interest of flora and fauna, wildlife and so on. The doctrine of “public trust” has to be addressed in that perspective.

49. We, as human beings, have a duty to prevent the species from going extinct and have to advocate for an effective species protection regimes. NWAP 2002-2016 and the Centrally-sponsored scheme, 2009 indicate that there are many animal species which are close enough to extinction and some of the other species have already disappeared from this earth. No species can survive on the brink of extinction indefinitely and that the continued existence of any species depends upon various factors like human-animal conflict, epidemics, forest fire and other natural calamities, etc.”

The State as well as the Central Government therefore,

have a duty cast to preserve the endangered species and as such the expenses incurred will have to be provided by them either under the schemes available or by earmarking the same in such manner. Needless to mention that in the instant case the preservation is by undergrounding the powerlines and in that context if cost is incurred, it would also be permissible to pass on a portion of such expenses to the ultimate consumer subject to approval of the Competent Regulatory Authority.

6. The respondents though are sensitive to the issue, have contended that the high-voltage lines do not cause GIB deaths due to electrocution but cause death due to collision. It is contended that the underground high-voltage line is not technically feasible due to several factors such as (i) high cost (ii) high downtime to repair any failed cable (iii) non-availability of cables at 765 Kv level and (iv) increase in the number of joints with length of run. The petitioners/applicants in order to controvert the same and contend that the undergrounding of high-

voltage line is not a novel move but has been undertaken in other cases, have referred to the tender notification issued by Power Transmission Corporation of Uttarakhand Limited for 220 KV transmission line and the one issued by Delhi Transport Limited for 220 KV underground cable.

7. In addition, the petitioners have also referred to the invitation of public comments for laying underground cable transmission line of 220 KV by the Government of India, Ministry of Road Transport and Highways. The report published by the Power Grid Corporation is referred to indicate that the undergrounding of 220 KV power line is possible and is being done in India. It is specifically contended that the 10 km long power lines were made underground by GETCO for the safety of Greater Flamingos in the Khadir Region of Kutch. Similar such instances of underground power lines being laid is also referred by Mr. Shyam Divan, learned senior counsel for the petitioner. Ms. Aishwarya Bhati, learned ASG and Dr. Manish Singhvi, learned senior counsel

appearing on behalf of the respondents however sought to indicate that the instances referred, wherein the tender notifications were issued for underground power lines cannot be made comparable in all cases inasmuch as the same would be possible depending on the area, terrain and the distance for which such cable line is to be laid which cannot be of universal application.

8. In that background, keeping in view, the sustainable development concept and on striking a balance the protection of the rare species of birds is essentially to be made, the effort being to save every bird while at the same time allowing transmission of power in an appropriate manner. Even as per the study/survey conducted by the Wildlife Institute of India, it would not be feasible to lay underground power cables in certain areas and the conversion of the already existing cables also cannot be made in certain locations. In such of the locations, it is recommended that 'bird divertors' be installed on the existing power lines and the undergrounding of the new power line wherever technically feasible in the vicinity of the habitats of the

rare species of birds be undertaken.

9. The report dated 11.07.2019 was submitted by the Wildlife Institute before the National Green Tribunal to that effect and para 4.2 of the report reads as hereunder:

“4.2. Mitigate all power transmission lines passing through priority bustard habitats identified by WII (Please refer Annexure 10) by undergrounding cables (where technically/technologically feasible) or installing bird divertors to make them prominent to birds. The priority areas where this intervention is required has been mapped by the Wildlife Institute of India and a technical-cum-financial proposal has been submitted to RVPNL for necessary approvals from Rajasthan Energy Department for mitigation. This action must be expeditiously implemented in the short-term (1-3 years), as power-line mortality is currently the biggest threat to the species.”

10. In addition to the death of the birds due to collision and electrocution, the conservation strategy also requires protecting the eggs of the said species of birds and the same being transferred to breeding centres for the purpose of hatching. In that regard, for conservation, the habitat restoration and for making it predator proof, appropriate fencing is to be provided to the breeding

grounds. In that regard, pictorial representation of the priority and potential area is indicated in Annexure A-7 (page 74) of I.A. No.85618/2020 which is also depicted here below.

11. In the above background, there cannot be disagreement whatsoever that appropriate steps are required to be taken to protect the said species of birds. In that view, insofar as the existing overhead powerlines are concerned the respondents shall take steps forthwith to install divertors and in respect of existing overhead powerlines all future cases of installing the transmission lines a study shall be conducted with regard to the feasibility for the lines to be laid underground. In all such cases where it is feasible, steps shall be taken to lay the transmission line underground. For the lines to be laid in future if as per the technical report the overhead line alone is feasible and the same is ratified by the Committee, in such event the installation of the divertors shall also be a condition attached in the contract to be entered with generating companies. Insofar as, the cost incurred in the said process, the concerned respondents

No. 5 to 8 and 9 to 11 shall work out and provide for the same and the respondents No.1 to 4 aid in this regard. It would be open to them to muster the resources in accordance with law. In cases where the power generators are required to bear the additional amount adding to the cost of production, it would be open to regulate the manner in which the cost would be mitigated in accordance with contractual terms. Irrespective of the cost factor the priority shall be to save the near extinct birds.

12. In fact, a few suggestions were made in the course of arguments, as to how financial resources can be mobilised. One of the options that could be explored, is to invite the attention of each electricity utility engaged in the generation of power, to Section 135 of the Companies Act, 2013, which imposes corporate social responsibility upon companies having a specified net worth or turnover or net profit. Section 166(2) of the Companies Act, 2013 ordains the Director of a Company to act in good faith, not only in the best interest of the Company, its employees, the

shareholders and the community, but also for the protection of environment. The word “environment”, though not defined in the Companies Act, has to be given the meaning assigned to it under the Environment (Protection) Act, 1986. Section 2(a) of the Environment (Protection) Act, 1986, defines the word “environment” to include the *“inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organisms and property”*

Moreover, with the implementation of the Compensatory Afforestation Fund Act, 2016 (CAF, 2016), substantial funds are available with the National and State Authorities. Sections 4, 5 and 6 of the Act, provide for the utilisation of the fund for measures to mitigate threats to wildlife. The State of Rajasthan has already set up a Compensatory Afforestation Fund Management and Planning Authority (CAMPA) on 12.11.2009. Rule 5(2)(i) of these Rules permit the use of the State Fund for the improvement of wildlife habitat. It appears, according to the petitioners that a sum of Rs.47,436 crores, out of a

total of Rs.54,685 crores CAMPA Fund have been transferred by the Union Environment Ministry to the States for afforestation projects.

13. With regard to the conservation of the habitat to secure the safety of the eggs laid by the birds, the area earmarked and indicated as islands and shown in Annexure-A-7 and in light colour in sketch here below shall be fenced and protected from invasion by predators so that the eggs laid in these areas are protected. The power supply line regarding which underground passage is to be made should also avoid these areas.

14. In the light of the contentions urged on this aspect of the matter, we are conscious that the laying of the underground power line more particularly of high-voltage though not impossible, would require technical evaluation on case-to-case basis and an omnibus conclusion cannot be reached laying down a uniform method and directions cannot be issued unmindful of the fact situation. Though that be the position the consensus shall be that all low voltage powerlines to be laid in the priority and potential habitats of GIB shall in

all cases be laid underground in future. In respect of low voltage overhead powerlines existing presently in the priority and potential habitats of GIB, the same shall be converted into underground powerlines. In respect of high-voltage powerlines in the priority and potential habitats of GIB, more particularly the powerlines referred in the prayer column of I.A. No.85618/2020 and indicated in the operative portion of this order shall be converted into underground power line. The potential and priority area in Kutch and Thar respectively are as per the sketch shown below: