



Maharashtra State Electricity Distribution Co. Ltd.

(A Govt. of Maharashtra Undertaking)

CIN : U40109MH20005SGC153645

PHONE No. 26474753 (P)/26474211 (O)

FAX No. 26472366

Email: cecommho@gmail.com

Website: www.mahadiscom.in

PLOT No. G-9, PRAKASHGAD

Prof. ANANT KANEKAR MARG

BANDRA (East)

MUMBAI-400051

No. CE/COMM/Petition /

No 19982

Date:

29 JUL 2022

To,

The Secretary,

Maharashtra Electricity Regulatory Commission,

13th Floor, World trade Centre, Cuffe parade, Culaba,

Mumbai- 400005.

Sub: Rectification of Defects observed in Petition under Section 94 of the MERC (Conduct of Business) Regulations, 2004 and Section(s) 9 read with 10 of the Electricity Act, 2003.

Diary No 149 of 2022

Ref: Defects notified on dated 22.07.2022 in petition. (**Diary No 149 of 2022**)

Respected Sir,

Please find enclosed herewith the Petition under Section 94 of the MERC (Conduct of Business) Regulations, 2004 and Section(s) 9 read with 10 of the Electricity Act, 2003 after rectification of defects.

Thanking You!

Yours faithfully,


Chief Engineer (Commercial)

Copy S.w.r. to:-

The Director, (Commercial), MSEDCL, Mumbai.

BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY COMMISSION, MUMBAI

FILING NO:

CASE NO:

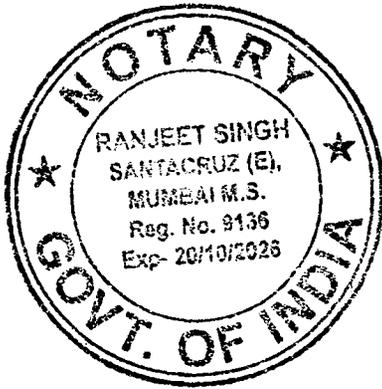
IN THE MATTER OF

Petition under Section 94 of the MERC (Conduct of Business) Regulations, 2004 and Section(s) 9 read with 10 of the Electricity Act, 2003.

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Before Maharashtra Electricity Regulatory Commission



Filing No. _____

Case No. _____

IN THE MATTER OF

**Petition under Section 94 of the MERC (Conduct of
Business) Regulations, 2004**

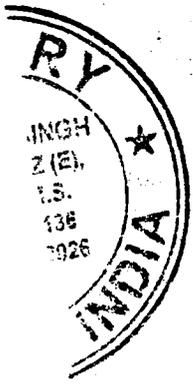
AND

IN THE MATTER OF

Section(s) 9 read with 10 of the Electricity Act, 2003.

AND

IN THE MATTER OF



Maharashtra State Electricity Distribution
Company Limited ("MSEDCL")

Through its Chief Engineer (Commercial)

5th Floor, Plot No. G-9,

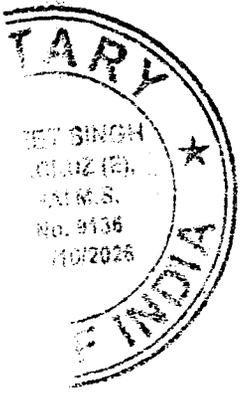
Station Road, Prakashgad,

Bandra (East), Mumbai 400 051

...Petitioner

Versus

- 1 Pudumjee Paper Products Limited (PPPL)
Thergaon, Pune, Maharashtra- 411033,
lalji.dwivedi@pudumjee.com
- 2 M/S KIRLOSKAR OIL ENGINES LTD.
PLOT NO D-1, FIVE STAR MIDC, KAGAL.,
Kolhapur, Maharashtra – 416216
Vivek.deshpande@kirloskar.com
- 3 GHATAGE PATIL INDUSTRIES LTD
PLOT NO D-2 FIVE STARMIDC KAGAL,
Kolhapur, Maharashtra – 416116
ashwinkumar.mohite@gpi.co.in
- 4 M/S MAYURA STEELS PVT. LTD.
GAT NO 526, SHIYE-BAWADA ROAD, TOP, TAL :



- HATKANANGALE, DIST : KOLHAPUR Maharashtra -
416112
nitesh.powar@mayurasteels.com
- 5 M/S SUPER CRAFT FOUNDERY
PLOT NO 9091 L K AKIVATE IND ESTATE
JAISINGPUR IND EST JSP,
Kolhapur, Maharashtra – 416101
costcentre@scfsepl.com
- 6 M/S AWADE INDUSTRIES PVT LTD
10/1169UTTAM PRAKASH CHIT- RAMANDIR AWADE
NGR ICHALKARANJI, Ichalkaranji, Maharashtra –
-416115
awadepaper@gmail.com
- 7 M/S AQUA ALLOYS PVT. LTD.
PLOT NO 116,119, SHINOLI (BK), TAL : CHANDGAD.,
Kolhapur,
Maharashtra – 416502
accounts@aqualloys.com
- 8 M/S WARANA SAH. DUDH UTPADAK SANGH LTD.
RS NO. 762/1062, WARANA NAGAR, TAL : PANHALA,
DIST : KOLHAPUR ,



Kolhapur, Maharashtra – 416113

budhalesa@hotmail.com

M/S MANAGING DIRECTOR

SHRI TATYASAHEB KORE WARNA SSK LTD TAL

PANHALA WARANA NAGAR, Kolhapur,

Maharashtra – 416113

waranasugar294@gmail.com

10 Menon and Menon Limited

E WARD VIKRAMNAGAR KOLHAPUR KOLHAPUR,

Kolhapur, Maharashtra – 416005

ketaki.kulkarni@menon.in

11 M/S GHATGE PATIL INDUSTRIES UNCHAGAON

UNCHAGAON UNCHAGAON KOLHAPUR KOLHAPUR

Kolhapur, Maharashtra – 416005

vijay.mokashi@gpi.co.in

12 M/S PRIYADARSHANI POLYSACKS LTD. UNIT NO II

PLOT NO. 15, MIDC SHIROLI DIST:-KOLHAPUR,

Kolhapur, Maharashtra – 416005

sales@priyabags.com

13 M/S SAROJ FOUNDRY PVT. LTD.

PLOT NO F-11, MIDC SHIROLI, TAL :



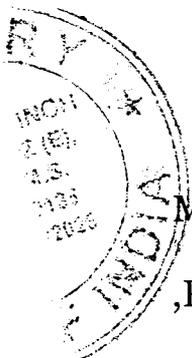
HATKANANGALE DIST : KOLHAPUR, Kolhapur,
Maharashtra – 416122

info@sarojiron.com

- 14 M/S CASPRO METAL INDUSTRIES PVT.LTD.
E-1,MIDC SHIROLI P TAL HATKANANGALE DIST KOP
SHIROLI P , Kolhapur, Maharashtra – 416122
csc_caspro@casproindia.com
- 15 M/s SONAI ENGINEERING PVT. LTD.
C-25 MIDC KOLHAPUR DIST SHIROLI P , Kolhapur,
Maharashtra – 416122
info@sarojiron.com
- 16 M/S SHRIRAM FOUNDRY PRIVATE LIMITED
PLOT NO F1/2 MIDC KOLHAPUR DIST SHIROLI P ,
Kolhapur, Maharashtra – 416122
shriramo@zanvargroup.com
- 17 M/S PRIYADARSHANI POLYSACKS LIMITED
PLOT NO 20/2 MIDC KOLHAPUR DIST SHIROLI P ,
Kolhapur, Maharashtra – 416122
sales@priyabags.com
- 18 M/S MAYURA STEELS P LTD
E 3 MIDC SHIROLI (P) DIST KOLHAPUR SHIROLI (P),



- Kolhapur, Maharashtra – 416122
accounts@mayurasteel.com
- 19 M/S SAROJ CASTINGS PVT LTD
PLOT NO C-26 MIDC SHIROLI (P) TAL HTK DIST KOP
SAIROLI(P), Kolhapur, Maharashtra – 416122
SAROJ@SAROJCASTINGS.COM
- 20 SAKAL MEDIA PRIVATE LIMITED
GAT NO. 159, 160 URULIDEVACHI TAL. HAVELI.
DIST. PUNE URULIDEVACHI, Pune, Maharashtra –
412201
anant.bhuwad@esakal.com
- 21 M/S MAHINDRA CIE Atomotive Ltd.
P-857-860, CHAKAN AMBETHAN ROAD, TAL KHED,
DIST PUNE CHAKAN ,Pune, Maharashtra – 410501
MORE.SUDHIR@cie-india.com
- 22 M/S. ENDURANCE TECHNOLOGIES PVT.LTD
B-20, MIDC CHAKAN, TAL. KHED DIST. PUNE
CHAKAN, Pune, Maharashtra – 410501
sdshinde@endurance.co.in
- 23 M/S. PATODIA FORGING & GEARS LTD.
GAT NO. 150/2 CHAKAN, TALEGAON RD.



MAHALUNGE, TAL. KHED, DIST. PUNE CHAKAN

,Pune, Maharashtra – 410501

mnmadali@pfggears.com

24 M/S. MINDA INDUSTRIES LTD

B-1/5 VILLAGE- NIGHOJE MIDC CHAKAN

INDUSTRIAL AREATEHSIL-KHED Mahalunge KHED

PUNE, Pune, Maharashtra – 410501

harichand@mindagroup.com

25 Mahindra and Mahindra Limited

P.NO.A-1, MIDC CHAKAN TAL. KHED, DIST. PUNE

CHAKAN, Pune, Maharashtra – 410501

kulkarni.sanjay2@mahindra.com

26 M/S. ENDURANCE TECHNOLOGIES LTD.

B-22, MIDC CHAKAN TAL. KHED, DIST. PUNE

CHAKAN, Pune, Maharashtra – 410501

vmpastapure@endurance.co.in

27 Minda Industries Ltd

GAT NO. 148, MAHALUNGE, CHAKAN, TAL. KHED,

DIST. PUNE MAHALUNGE, Pune, Maharashtra –

410501

bdjoshi@mindagroup.com

28 ADVIK HI-TECH PVT.LTD.

PLOT NO.B-5, PHASE II, MIDC CHAKAN TAL.KHED
DIST.PUNE PHASE II CHAKAN, Pune, Maharashtra –
410501

sachin.choudhari@advik.co.in

29 M/S. MAHINDRA CIE AUTOMOTIVE LTD.

GAT NO.318,AT POST-URSE,FOUNDRY DIVISION
TALUKA-MAVAL,DIST.PUNE URSE, Pune,
Maharashtra – 410506

padwal.dattatreya@cie-india.com

30 M/S. FINOLEX INDUSTRIES LTD

G NO. 399, URSE TAL. MAVAL, DIST. PUNE URSE,
Pune, Maharashtra – 410506

asc@finolexind.com

31 M/S. LUMAX INDUSTRIES LTD

608, CHAKAN TALEGAON ROAD, MAHALUNGE TAL.
KHED, DIST. PUNE CHAKAN, Pune, Maharashtra –
410501

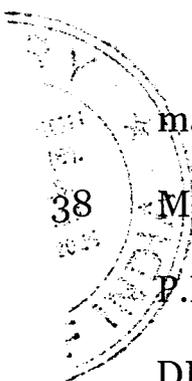
rajesh.shisode@lumaxmail.com

32 M/s Kalyani Technoforge Limited

Plot No.I/23 ,DTA Village-KanersarTal-Khed,Dist-Pune-



- 410505 Rajgurunagar (Khed) (CT) KHED PUNE, Pune,
Maharashtra – 410505
Khed.Maintenance@Kalyanitransmissionstechnology.com
- 33 Kalyani Techno Forge Limited
448/7 Nighoje Nighoje , Pune, Maharashtra – 410501
ddbhosale15@gmail.com
- 34 MAHARASHTRA CEMENT PLANT A UNIT OF SHREE
CEMENT LT
PUNE Kangaon, Pune, Maharashtra – 412219
maheshwarigovind@shreecement.com
- 35 M/S CIPLA LTD.
PLOT NO D7 KURKUMBHA MIDC TAL DAUND DIST
PUNE, Pune, Maharashtra – 413801
mansoor.shaikh@cipla.com
- 36 M/S ALKYL AMINES CHEMICALS LIMITED
D-6/1, M.I.D.C. KURKUMBH TAL DHOND DIST PUNE
KURKUMBH, Pune, Maharashtra – 413801
kacct@alkylamines.com
- 37 M/S. CIPLA LIMITED
G.NO. D-27, MIDC KURKUMBHA TAL.DAUND, DIST.
PUNE KURKUMBHA ,Pune, Maharashtra – 413102



mansoor.shaikh@cipla.com

38 M/S. CLEAN SCIENCE & TECHNOLOGY P.LTD.

P.NO.28, MIDC KURKUMBH TAL. DAUND,

DIST.PUNE KURKUMBH ,Pune, Maharashtra – 413105

factoryadminunit2@cleanscience.co.in

39 M/S. PARAKH AGRO INDUSTRIES LTD

G.NO. 45/1/2/3 BHANDGAON TAL. DAUND, DIST.

PUNE BHANDGAON ,Pune, Maharashtra – 412214

sanjaykurhade@parakhagro.com

40 M/S PRAVIN MASALEVALE

GAT NO 461 BHANDGAON TAL DHOND DIST POONA

AT BHANDGAON ,Pune, Maharashtra – 413801

dhone@suhana.co.in

41 M/S. CIPLA LTD.

D-22 MIDC, KURKUMBH, TAL. DAUND, DIST. PUNE

KURKUMBH ,Pune, Maharashtra – 413105

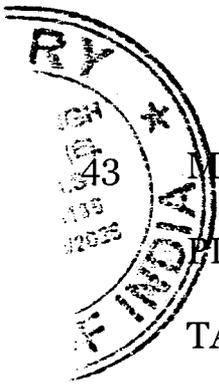
mansoor.shaikh@cipla.com

42 Clean Science And Technology Pvt.Ltd

D-26/3 MIDC, Kurkumbh Kurkumbh, Pune,

Maharashtra – 413802

factoryadmin@cleanscience.co.in



M/S. ITC LTD

PL.NO.D-1 MIDC RANJANGAON PUNE-NAGAR ROAD

TAL-SHIRUR .RANJANGAON, Pune, Maharashtra –

419209

ramesh.rudra@itc.in

44 M/S BEKAERT INDUSTRIES PRIVATE LTD

B-1, MIDC - Ranjangaon Ganapati Tal - Shirur , Dist.-

Pune. Ranjangaon Ganapati SHIRUR PUNE, Pune,

Maharashtra – 412220

devidas.nazarkar@bekaert.com

45 M/S. BRITANNIA INDUSTRIES LTD.

B-28, MIDC RANJANGAON TAL. SHIRUR, DIST. PUNE

RANJANGAON,Pune, Maharashtra – 412210

rameshshinde@britindia.com

46 M/S. I.T.C. LIMITED

MIDC, RANJANGAON, PL.B-27, TAL. - SHIRUR, DIST.

– PUNE, RANJANGAON, Pune, Maharashtra – 412220

Brahmanand.Dabade@itc.in

47 M/S Z F STEERING GEAR (INDIA) LTD GAT NO

1242/1244 AT&POST VADU BK TALUKA SHIRUR DIST

PUNE VADU BUDRUK, Pune, Maharashtra – 412216



harshad.rathod@zfindia.com

M/S. BHARAT FORGE LTD

P.NO.E/1/1, MIDC BARAMATI TAL. BARAMATI, DIST.

PUNE BARAMATI ,Baramati, Maharashtra – 413133

vivekdharurkar@bharatforge.com

49 Kalyani Transmission Technologies Pvt. Ltd.

Gat No. 2300 Kardilwadi Shirur Shirur, Pune,

Maharashtra – 412209

Shailendra.Kadam@kalyanitechnoforge.com

50 M/S. KALYANI TECHNOFORGE LTD.

G.NO.E-84, MIDC RANJANGAON TAL. SHIRUR, DIST.

PUNE RANJANGAON, Pune, Maharashtra – 412210

shailendra.kadam@kalyanitechnoforge.com

51 SAHYADRI HOSPITALS PRIVATE LIMITED

S.NO 14 PLOT NO8 MILAP SOC.ERANDWANA NEAR

TILAK TANK PUNE4 ,Pune, Maharashtra – 411004

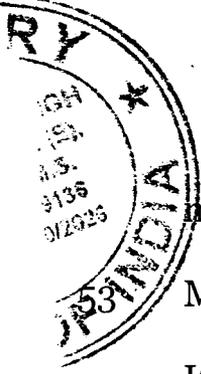
shanker.chavan@sahyadrihospitals.com

52 M\S PERSISTENT SYSTEM LTD.

FP NO9 A\12 CTS NO 12A\12 ERANDVANE NEAR

PADALE PLACE OPP SHARDA CENTRE PUNE, Pune,

Maharashtra – 411004



mohan_muley@persistent.com

M\S ICC REALITY INDIA PVT LTD.

ICC MERRIOTT S.NO 985,CTS NO-1,F Plot No-403A/1

SHIVAJINAGAR S.B.ROAD PUNE, Pune, Maharashtra –

411016

mahanteshwar.Salimani@marriotthotels.com

54 Jupiter Life Line Hospitalls Sr.No-141(p),142/1

Sr.No-141(P),142/1 & 143/1 Chakankar Mala,Baner

PUNE , Maharashtra – 411045

devanggandhi24@gmail.com

55 M/S SKF INDIA LIMITED

CHINCHWAD GAON CHINCHWAD PUNE 411033

CHINCHWAD, Pune,Maharashtra – 411033

Mohan.Satpute@skf.com

56 M/S MAHINDRA CIE AUTOMOTIVE LTD

BHOSARI INDUSTRIES ESTATE BHOSARI PUNE

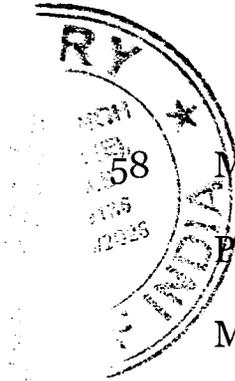
BHOSARI, Pune,Maharashtra – 411026

padwal.dattatreya@cie-india.com

57 M/S TATA MOTORS LTD

PIMPRI PUNE PIMPRI, Pune, Maharashtra – 411018

energycell@tatamotors.com



M/S SAHYADRI INDUSTRIES LTD.

PL NO 44 A CHINCHWAD CHINCHWAD, Pune,

Maharashtra – 411019

mspan dian@silworld.in

59 M/S JAYASHREE POLYMAR PVT LTD

"D" BLOCK M.I.D.C. CHINCHWAD PUNE 411020,

Pune, Maharashtra – 411019

murhari.bhalke@jayashreepolymers.com

60 M\S PERSISTENT SYSTEM LTD.

PLOT NO 39-PH-1.RGIP HINJAWADI PUNE, Pune,

Maharashtra – 411028

energybill_pune@persistent.com

61 M/S EXIDE INDUSTRIES L.T.D.

D2 MIDC IND ESTATE CHINCHWAD POONA 411019,

Pune, Maharashtra – 411019

shrimant.kharade@exide.co.in

62 SAHYADRI HOSPITALS PRIVATE LIMITED

SNO. 163A/1A/26A 163A/1A/5 163A/1A/21, HADPSAR,

Pune, Maharashtra – 411028

shanker.chavan@sahyadrihospitals.com

63 M/S SIPOREX INDIA PVT LTD



72/76 MUNDHWA PUNE MUNDHWA, Pune,
Maharashtra – 411036

srjadhav@shirke.co.in

64 M/S JAHANGIR HOSPITAL
HOME 32 SASSOON ROAD PUNE CAMP, Pune,
Maharashtra – 411001

engineering@jehangirhospital.com

65 SERUM INSTITUTE OF INDIA PVT LTD
212/2 HADAPSAR PUNE, Pune, Maharashtra – 411028

rajesh.mahajan@seruminstitute.com

66 SAHYADRI HOSPITALS PRIVATE LIMITED
185 A,199,200 A -B & 201. YERAWADA NAGAR ROAD
PUNE 6., Pune,Maharashtra – 411006

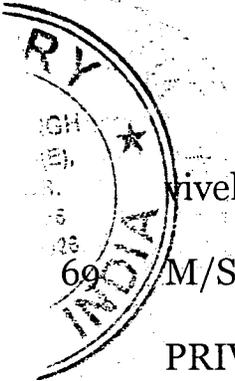
shanker.chavan@sahyadrihospitals.com

67 STT GLOBAL DATA CENTERS INDIA PRIVATE
LIMITED

SURVEY NO. 56 & 57 DIGHI Pune (M Corp.)PUNE
CITYPUNE ,Pune, Maharashtra – 411015

Shiftmanager.pnq21@sttelemediagdc.in

68 M/S BHARAT FORGE LTD
MUNDHAWA PUNE PUNE, Pune, Maharashtra – 411036



vivekdharurkar@bharatforge.com

M/S KALYANI TECHNOFORGE LIMITED

PRIVATE LIMITED S NO 72-76 MUNDHAWA PUNE

MUNDHAWA ,Pune, Maharashtra – 411036

anil.rudra@kalyanitechnoforge.com

70 BELAIRE HOTELS PVT,LTD

S.NO.30/3,31/1 & 2A WADGAONSHERI NAGAR

ROADPUNE ,Pune, Maharashtra – 411014

h6833-te1@accor.com

71 FLEUR HOTELS PVT LTD

S NO. 40, CTS 13A, OLD CTS 15& 15A, PUNE., Pune,

Maharashtra – 411001

bhavin@sep.co.in

72 M/S MAHABAL METALS PVT. LTD.

PLOT .NO. 5/1 MIDC MIRAJ MIRAJ DIST SANGLI,

Sangli-Miraj-Kupwad,Maharashtra – 416410

rajendra.b@mahabal.in

73 M/S JSONS FOUNDRY PVT LTD

PLOT NO G 13 MIDC SANGLI TAL MIRAJ DIST

SANGLI KUPOAD ,Sangli-Miraj-Kupwad,

Maharashtra – 416416



74 jsons.accounts@gmail.com

74 M/S WESTERN PRECICAST PVT. LTD.

A/P : SAWALI GAT NO . 170 TAL : MIRAJ DIST :

SANGLI, Sangli-Miraj-Kupwad, Maharashtra – 416410

jsons.accounts@gmail.com

75 J'SONS FOUNDRY UNIT 2

PLOT NO. G-12/2, MIDC, KUPWAD TAL MIRAJ, Sangli-

Miraj-Kupwad, Maharashtra – 416436

jsons.accounts@gmail.com

76 M/S B G CHITALE

AT POST BHILAWADI RLY STN DIST SANGLI TAL

TASGAON BHILAWADI RLY, Sangli-Miraj-Kupwad,

Maharashtra – 416416

shripad.chitale@gmail.com

77 M/S KIRLOSKAR BROTHERS LTD

AT POST KIRLOSKARWADI TAL TASAGAON DIST

SANGLI KIRLOSKARWADI, Sangli-Miraj-Kupwad,

Maharashtra – 416308

ramesh.gardade@kbl.co.in

78 M/S KASTURI FOUNDRY PVT.LTD.

LOKMANYA AUDHYOGIL VASAHAAT ASHTA SANGLI,



Sangli-Miraj-Kupwad, Maharashtra – 416301

kfpl.maintenance@zanvargroup.com

79 M/S ASHTA LINERS PVT LTD

AT POST ASHTA TQ WALAWA DIST SANGLI ASHTA,

Sangli-Miraj-Kupwad, Maharashtra – 416301

ashtaliners@zanvargroup.com

80 M/S HINDUSTAN PETROLEUM CORP LTD

BOMBAY PUNE PIPE LINE KHOPOLI TAL

KHALAPURRAIGAD MUGALWADI, Mumbai,

Maharashtra – 410203

ghari@hpcl.in

81 Tata Steel Ltd

S NO 19/2 A AT VILLAGE NIPHAN TAL KHALAPUR

DIST RAIGAD ,Mumbai, Maharashtra – 410203

ajit.kumar51@tatasteel.com

82 M/S CIPLA LIMITED

A/33^2 MIDC PATALGANGA RASAYANIDIST RAIGAD

RASAYANI ,Mumbai, Maharashtra – 410220

jayesh.tawari@cipla.com

83 M/S CIPLA LTD

PLOT NO A-42 M I D C PATALGANGA TALUKA



KHALAPUR DIST RAIGAD ,Mumbai,

Maharashtra – 410220

sales@brightwellengineers.com

84 M/S UTTAM GALVA STEEL LTD

AT DAHIVALI TAL KHALAPUR DIST RAIGAD

DAHIVALI ,Mumbai, Maharashtra – 410203

srath@uttamgalva.com

85 M/S ROHA DYECHEM PVT LTD

42-MIDC DHATAV TAL-ROHA DIST-RAIGAD

DHATAV,Mumbai, Maharashtra – 402109

vijay.malode@rohagroup.com

86 M/S RATHI DVE CHEM PVT LTD

PLOT 40/1&40/2 MIDC AREA DHATAV TAL ROHA DT

RAIGAD DHATAV ,Mumbai, Maharashtra – 402116

hr@rathicolours.com

87 M/S Vidhi Specialty Food Ingredients Ltd.

PLOT NO 59-B MIDC DHATAV TAL ROHA DIST

RAIGAD DHATAV ,Mumbai, Maharashtra – 402116

vidhi_factory@yahoo.co.in

88 M/S MAHARASHTRA SEAMLESS LTD

AT VILLAGE SUKELI (PIPENAGAR) TAL- ROHA DIST



RAIGAD ,Mumbai, Maharashtra – 400001

managercomm@mahaseam.com

89 MAHARASHTRA SEAMLESS LTD.

PLOT NO. D-114 MIDC VILE BHAGAD, Mumbai,
Maharashtra – 402106

prakashparkhande@mahaseam.com

90 M/S IPCA LABORATORIES LTD

C-91 MIDC AREA MAHAD DIST RAIGAD MAHAD,
Mahad,Maharashtra – 402301

power.mahad@ipca.com

91 M/S SHREE HARI CHEMICALS EXPORT LTD.

103/104 UNIQUE TOWER S.V.ROAD NEAR KAMAT
CLUB GOREGAON (W) MUMBAI, Maharashtra –
400062

shcelmahad@rediffmail.com

92 M/S PIDILITE INDUSTRIES LIMITED.

PLOT NO A-21, M I D C MAHA D DIST RAIGAD
MAHAD, Mahad,Maharashtra – 402301

sp.surve@pidilite.co.in

93 M/S VINATI ORGANICS LTD

PLOT NO B/12 13/1 M I D C MAHAD DIST RAIGAD

MAHAD, Maharashtra – 402301

chandrakant.jangam@vinatiorganics.com

94 M/S SUDARSHAN CHEMICAL IND LTD

A-19-1 AND 19-2 MIDC MAHAD DIST RAIGAD

MAHAD, Maharashtra – 402301

bvdhaigude@sudarshan.com

95 AQUA PHARMA CHEMICALS PVT. LTD

K-3/1 K-3/2 ADDITINAL MIDC MAHAD-RAIGAD

MAHAD, Maharashtra – 402301

shingate.n@aquapharm.net

96 M/S.LAXMI ORGANIC INDUSTRIES LTD.(UNIT II)

PLOT NO.B2/2,B3/1/1, M I D C MAHAD, TAL -

MAHAD,DIST - RAIGAD. ,Mahad,

Maharashtra – 402309

aniket.Hirpara@laxmi.com

97 M/S.ASIAN COLOUR COATED ISPAT LTD.

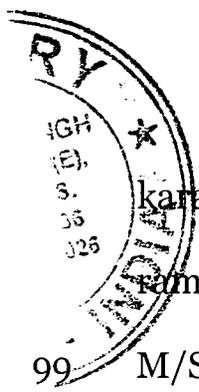
DAHIVALI KHALAPUR RAIGAD, Mumbai,

Maharashtra – 410203

gupta.amit@jsw.in

98 JSW Cement Limited

At Village- Khar Karavi Tal. Pen Dist. Raigad Khar



karavi, Mumbai, Maharashtra – 402107

ramprasad.boyanapalli@jsw.in

99 M/S JSW STEEL LTD

NEAR DHARAMTAR BRIDGE PEN ALIBAG RD AT
DOLVI TAL PEN DOLVI ,Mumbai,

Maharashtra – 402107

jswdolvi.mseb@jsw.in

100 AMBA RIVER COKE LTD

Geetapuram Village- Dolvi, Tal- PEN Dist. Raigad
Village-Dolvi,Mumbai, Maharashtra – 402107

ambariver.mseb@jsw.in

101 M/S SUDARSHAN CHEMICAL INDUSTRIES LTD

46 MIDC ESTATE DHATAV TAL-ROHA DIST-RAIGAD
DHATAV ,Mumbai, Maharashtra – 402116

vcarekar@sudarshan.com

102 M/S SUDARSHAN CHEMICAL IND LTD

A-19-1 AND 19-2 MIDC MAHAD DIST RAIGAD
MAHAD, Mahad, Maharashtra – 402301

bvdhaigude@sudarshan.com

103 M/S KIRLOSKAR FERROUS INDUSTRIES LTD

GAT NO 18/1(B) , MAJAREWADI SOLAPUR SOLAPUR,

Solapur, Maharashtra – 413224

veluri.chalapathirao@kirloskar.com

104 BALAJI AMINES LTD (THREE STAR HOTEL)

SY.NO-9 ,MAJREWADI ,BALAJI TOWER, HOTGI
ROAD SY NO. 09 , MAJREWADI SOLAPUR, Solapur,
Maharashtra – 413003

finance@balajiamines.com

105 M/S.BETUL OIL LIMITED

B-12, M.I.D.C. CHINCHOLIKATI, TALUKA-MOHOL,
DIST. SOLAPUR DIST. SOLAPUR, Solapur,
Maharashtra – 413225

solapur@betuloil.com

106 M/S ULTRATECH CEMENT LTD.(HOTAGI CEMENT
WORKS)

A/P- HOTAGI TAL-SOLAPUR DIST- SOLAPUR
HOTAGI,Solapur,Maharashtra – 413215

mahadeo.balagi@adityabirla.com

107 M/S KOTHARI AGRITECH PVT. LTD.(UNIT 1)

PLOT NO 185 TO 189 CHANDRAMOULI IND CO OP
EST MOHOL ,Solapur, Maharashtra – 413213

aksahy@kotharipipes.co.in

108

M/S THE ASSOCIATED CEMENT COMPANIES LTD

CENTRAL RESEARCH STATION L B SHASTRI MARG

THANE, Maharashtra – 400604

sunil.borate@acclimited.com

109 Raymond Limited

POKHARAN ROAD JEKEGRAM THANE (RST DIVN),

Thane, Maharashtra – 400606

Vishnu.Singh@raymond.in

110 M/S JUPITER LIFELINE HOSPITALS LIMITED

MOTOT PLANT P B NO 109 2ND POKHARAN ROAD

THANE (RST DIVN) , Maharashtra – 400601

suma.bommanahal@jupiterhospital.com

111 M/S CHALET HOTELS LTD,

SURVEY NO.2 & 3B NEAR CHINMAYANAND ASHRAM

PAWAI MUMBAI NO.400 072.(RST DIVN), Mumbai,

Maharashtra – 400072

rhi.bombr.doe@renaissancehotels.com

112 M/S REMI EDELSTAHL TUBULARS LTD

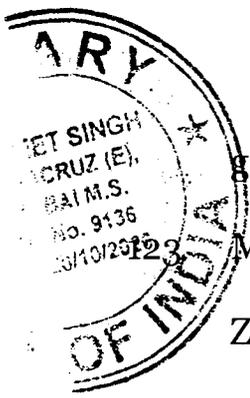
PLOT NO 211/1 MIDC TARAPUR PIN 401506 MIDC

TARAPUR, Thane, Maharashtra – 401506

ajsingh@remigroup.com

- 113 M/S TATA STEEL LIMITED
PLOT NO F8/1, A6, A9 , S 76, MIDC, TARAPUR ,
BOISAR, TAL & DIST PALGHAR, Thane, Maharashtra –
401501
wires.pg@tatasteel.com
- 114 M/S BHAGERIA INSUSTRIES LTD.
PLOT D-17 D ROAD MIDC IND AREA TARAPUR DIST
THANE BOISAR ,Maharashtra – 401406
dinesh@bhageriagroup.com
- 115 M/S NEON LABORATORIES LTD
PLOT NO. 28,29,30,31,35,38,57,60 PALGHAR TALUKA
INDUSTRIAL CO-OP ESTPTIC PALGHAR (M CI),
Thane, Maharashtra – 401404
adminho@neongroup.com
- 116 M/S ACG ASSOCIATED CAPSULES PVT.LTD.
ASHAGAD TALUKA DAHANU DIST THANE ASawe
(CHARI),Thane, Maharashtra – 401601
bhavin.dhanmeher@acg-world.com
- 117 M/S JSW STEEL COATED PRODUCTS LTD.
B-6 MIDC , INDUSTRIAL AREA NAVAPUR ROAD
BOISAR, Thane,Maharashtra – 401506

- amardeep.singh@jsw.in
- 118 BLUE JET HEALTH CARE PVT LTD
A PLOT NO.B-12,C-4, E-2 CHEMICAL ZONE, MIDC
AMBERNATH (W) ,Ambarnath, Maharashtra – 421501
organics@bluecircle.net.in
- 119 M/S. GODREJ INDUSTRIES LTD.
PLOT NO. N -73, ADDL. MIDC, ANANDNAGAR,
AMBERNATH (E) AMBERNATH, Ambarnath,
Maharashtra – 421501
lr.uniyal@godrejinds.com
- 120 M/S JSW STEEL COATED PRODUCTS LTD
BOMBAY AGRA HIGHWAY NO3 VILL.VASHIND TAL-
SHAHAPUR WASHIND, Thane, Maharashtra – 421604
sanjeev.singh@jsw.in
- 121 M/S. PRAXAIR INDIA PVT. LTD.
PLOT NO. A - 3, M. I. D. C. INDUSTRIAL AREA
VILLAGE - MURBAD ,Thane, Maharashtra – 421401
arunkumar.a@linde.com
- 122 M/S GADRE MARINE EXPORTS PVT. LTD.
PLOT NO FP-1 M I D C, MIRJOLE, RATNAGIRI,
Ratnagiri, Maharashtra – 415639



gouri.padhye@gadremarine.com

M/S UltraTech Cement Limited Unit:Narmada Cement

ZADGAON MIDC RATNAGIRI, Ratnagiri,

Maharashtra – 415612

rajkumar.hanchate@adityabirla.com

124 M/S KANSAI NEROLAC PAINTS LTD.

PL NO F-3 MIDC AREA TAL KHED DIST RATNAGIRI

LOTE-PARSHURAM ,Ratnagiri, Maharashtra – 415612

vinodkadam@nerolac.com

125 Shree PUSHKAR CHEMICALS and FERTILISERS LTD

PLOT NO B-103 MIDC LOTE TAL KHED DIST

RATNAGIRI M.I.D.C.-LOTE ,Ratnagiri,

Maharashtra – 415722

r_bhutia@shreepushkar.com

126 M/S VINATI ORGANICS LTD

A-20 M.I.D.C. INDUSTRIAL AREA LOTE

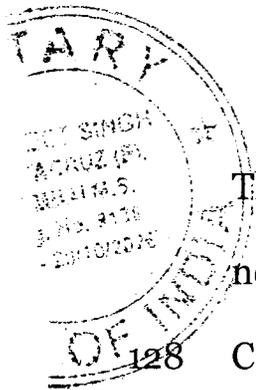
PARSHURAM, TAL. KHED DIST RATNAGIRI,

Ratnagiri, Maharashtra – 415722

vinlote@vinatiorganics.com

127 MAZDA COLOURS LTD

BHIVANDI HOUSE CUMBALL HILL BOMBAY 36 WB,



Thane, Maharashtra – 400705

ncgiri@mazdacolours.com

128 CHIRAG ICE FACTORY PVT LTD

PLOT NO 29/12 TTC MIDC TURBHE DIST THANE

TURBHE, Thane, Maharashtra – 400614

sameer@icelings.com

129 HINDUSTAN PLATINUM PVT. LTD.

PLOT NO. C-122 TTC-MIDC INDUSTRIAL AREA

PAWANE -NAVIMUMBAI ,Maharashtra – 400701

santosh.gadhve@hp.co.in

130 STATE BANK OF INDIA

C/O AGM (ESTATE DEPTT) 3RD FLOOR, SBI GLOBAL

IT CENTRE, SECTOR-11 CBD-BELAPUR, Navi Mumbai,

Maharashtra – 400705

agmestate.gitc@sbi.co.in

131 HINDUSTAN PETROLIUM CORPOTATION LTD

VASHI TERMINAL D-99 TTC INDL ESTATE WASHI

NAVI-MUMBAI ,Navi Mumbai, Maharashtra – 400705

abhishek.prasad@hpcl.in

132 Apollo Hospitals Enterprise limited

Plot No. 13 Parsik Hill road, Sector 23 CBD Apollo



HospitalCBD Belapur ,Navi Mumbai,

Maharashtra – 400614

swaminathan_p@apollohospitals.com

133 M/S WESTERLY RETAIL PRIVATE LIMITED

Retail-1 Chiller, Retail Mall (LG,UG,1st-2nd flr) At

Integrated Commercial COMplex, Plot-R-1, Sector-40,

Nerul, Navi Mumbai,Maharashtra – 400703

pramod.bhoir@nexusmall.com

134 HINDALCO INDUSTRIES LTD

P O TALOJA DIST RAIGAD FAX NO. 27412430

TALOJA, Panvel,Maharashtra – 410208

gujrathi.sunil@adityabirla.com

135 DEEPAK FERTILIZERS & PET.COR.LTD &
SMARTCHEM TECH

PLOT K-1 & K-8 MIDC IND AREA TALOJA TAL.

PANVEL, Maharashtra – 410208

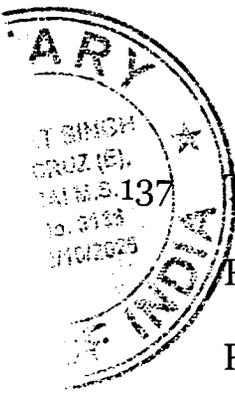
ganesh.suryarao@dfpcl.com

136 GALAXY SURFACTANTS LTD

PLOT NO V-23 MIDC TALOJA TAH PANVEL DIST

RAIGAD TALOJA ,Panvel, Maharashtra – 410208

amit.kakkar@galaxysurfactants.com



TECHNOVA IMAGING SYSTEM PVT. LTD.

PLOT NO. T-4, MIDC, TALOJA, DIST. RAIGAD,

Panvel, Maharashtra – 410208

shashikant.pawar@technovaindia.com

138 WADHWA GROUP HOLDINGS PVT LTD

'RAGHU-LEELA ARCADE' AT VISHWAROOP

I.T.PARK, PLOT NO.34,35,38, SEC.30A VASHI, Navi

Mumbai, Maharashtra – 400701

ismail.shaikh@thewadhwagroup.com

139 M/S CHALET HOTELS

PLOT NO. 39/1, 39/6 & 39/15 SECTOR 30A. VASHI

NAVI MUMBAI , Maharashtra – 400701

payable@fourpointsvashi.com

140 DEEPAK FERTILIZERS & PET.COR.LTD &

SMARTCHEM TECH

PLOT K-1 & K-8 MIDC IND AREA TALOJA TAL.

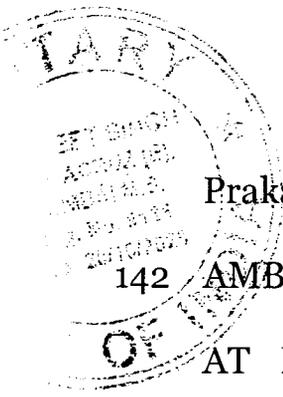
PANVEL, Maharashtra – 410208

ganesh.suryarao@dfpcl.com

141 Asahi India Glass Ltd.

PLOT NO T-7 MIDC TALOJA Panvel,

Maharashtra – 410206



Prakash.Kashinath.Borse@aisglass.com

142 AMBUJA CEMENT

AT MOHA VILLAGE TAL PANVEL DIST RAIGAD

MOHA, Navi Mumbai, Maharashtra – 400011

nagesh.waingankar@ambujacement.com

143 M/S UNITED BREWERIES LTD

PLOT NO M 1 MIDC TALOJA TAL PANVEL DIST

RAIGAD TALOJA, FAX /PH NO. 27410139, Panvel,

Maharashtra – 410206

cbasha@ubmail.com

144 EXIDE INDUSTRIES LTD. (SF DVN)

PLOT NO T-17 MIDC TALOJA FAX NO. 27410399

TALOJA ,Navi Mumbai, Maharashtra – 410208

mishrav@exide.co.in

145 Minda Industries Limited

E-1 , Alloy Wheel Division 2W ADDL . Supa Parner

PARNER AHMADNAGAR Supa, Ahmednagar,

Maharashtra – 414301

smajumder@mindagroup.com

146 M/S PARAS PVC PIPE&FITTING PVT LTD

S.NO.191/192 10TH MILE STONE A/PBHALAVANI TAL

PARNER DIST A'NAGAR, Ahmednagar, Maharashtra –
414103

BOTHRA@BOTHARA.COM

147 M/S GAURAV AGRO PIPES

10TH MILES STONE, NAGAR KALYAN ROAD
BHALWANI, TAL PARNER DIST. AHMEDNAGAR,
Ahmednagar, Maharashtra – 414001

geetaenterprises2020@gmail.com

148 M/S. PARAS MIRACLE POLY PRODUCTS PVT LTD

G.NO.351, 10 TH MILE STONE A/P BHALWANI TAL -
PARNER DIST - AHMEDNAGAR, Ahmednagar,
Maharashtra – 414103

bothara@bothara.com

149 M/S S.R. THORAT MILK PRODUCTS PVT. LTD.,

DHOLEWADI TAL. SANGAMNER DIST A'NAGAR
DHOLEWADI ,

Sangamner, Maharashtra – 422605

admin@srthoratmilk.com

150 M/S BOTHARA AGRO EQUIPMENTS PVT LTD

B-16 M I D C AHMEDNAGAR AHMEDNAGAR,
Ahmednagar, Maharashtra – 414111



geetaenterprises2020@gmail.com

151 KLASSIC WHEELS LTD

E-7 & E-8 M.I.D.C.NAGAR AHMEDNAGAR DIST

AHMEDNAGAR, Ahmednagar, Maharashtra – 414111

kwla.sayed2@gmail.com

152 JM Industries

L-216 MIDC Ahmadnagar (M Corp.), Ahmednagar,

Maharashtra – 414111

purchase@jmaluminium.com

153 M/S EXIDE INDUSTRIES LTD

E-5 M.I.D.C INDUSTRIAL AREA. M.I.D.C.

AHMEDNAGAR. DIST- AHMEDNAGAR, Ahmednagar,

Maharashtra – 414111

sumitasp@exide.co.in

154 M/S MUTHA FOUNDERS PVT LTD

PLOT NO L-7 ADDL M I D C SATARA SATARA, Satara,

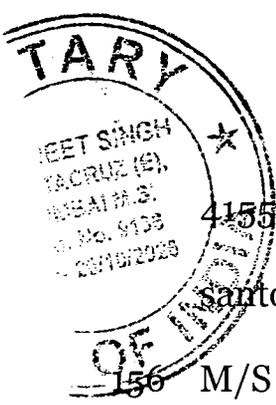
Maharashtra – 415001

milind.mane@muthagroup.com

155 EMERSON CLIMATE TECHNOLOGIES (INDIA) PVT

LTD

S NO 119, AT POST- ATIT TALUKA - SATARA



415519, Satara, Maharashtra – 415022

santosh.bokil@emerson.com

156 M/S PARANJAPE AUTO CAST (P) LTD.

J-15/6, ADDITIONAL M.I.D.C. TAL & DIST. SATARA

SATARA, Maharashtra – 415004

vmhamuni@paranjapeautocast.com

157 EMERSON CLIMATE TECHNOLOGIES (INDIA) PVT
LTD

KARAD DHEBEWADI ROAD TAL K ARAD DIST

SATARA KARAD ,Maharashtra – 415110

santosh.bokil@emerson.com

158 ASIAN PAINTS LTD.

Plot No. A-1 Kesurdi MIDC Tal-Khandala, Dist-

SataraKesurdi MIDC ,Satara, Maharashtra – 415521

ankit.kogta@asianpaints.com

159 M/S DEESAN AGRO TECH LTD

A1/2 MIDC DHULE DHULIA, Dhule,

Maharashtra – 424001

import@deesan.com

160 M/S UNIVERSAL STARCH CHEM ALLIED LTD

DONDAICHA TALSINDKHEDA DONDAICHA,



Jalgaon, Maharashtra – 425008

laxmanj@universalstarch.com

161 M/S ORIENT CEMENT LIMITED

N.H.NO. 6, NR.NASHIRABAD VILLAGE, JALGAON,

Jalgaon, Maharashtra – 425309

cgu.ele@orientcement.com

162 M/S HITESH PLASTICS PVT. LTD.

J-59, ADDL MIDC AREA, NEAR BHARAT PTET ROLIUM

JALGAON JALGAON, Jalgaon, Maharashtra – 425001

accounts@hiteshplastics.com

163 M/S JAIN IRRIGATION SYSTEM

AT BAMBHORI, TAL. DHARANGAON DIST. JALGAON,

Jalgaon, Maharashtra – 425109

bangar.satish@jains.com

164 M/S UNI DERITEND CO.

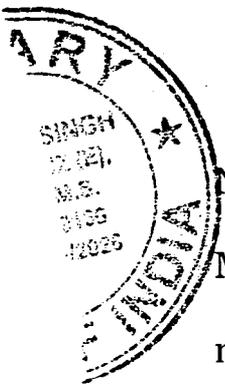
G. NO.- 496, SHINDE, TAL.- NASHIK, DIST- NASHIK,

Maharashtra – 422101

dineshdabe@unideritend.com

165 ASHOKA INSTITUTE OF MEDICAL SCIENCE &
RESEARCH

PLOT NO-02 S.NO. 113/2/A WADALA SHIWAR, INDIRA



NAGR NASHIK NEAR JOGGING TR NASHIK, Nashik,
Maharashtra – 422011

maintenance.amc@medicoverhospitals.in

166 M/S MAHINDRA AND MAHINDRA LTD PPS DEPT
PLANT 1, PLOT NO. 89, 89/A, 89/1/B AT MIDC, GAT
NO. 510/A-B-C, 511/1-2SATPUR, NASHIK Nashik (M
Corp.) Nashik, Maharashtra – 422007

salunkhe.mahadeo@mahindra.com

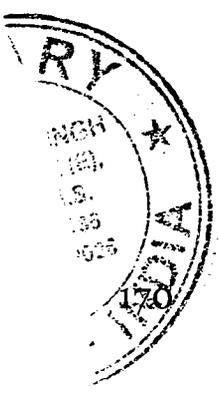
167 M/S CEAT LTD
PLOT NO-82 MIDC AREA SATPUR NASHIK-7 SATPUR ,
Nashik, Maharashtra – 422007

bhushan.dhanawade@ceat.com

168 M/S GENERAL MANAGER HINDUSTAN
AERONAUTICS LTD NASIK DIVN POST
OZARTOWNSHIP DIST NSK OZAR ,
Nashik, Maharashtra – 422207

sharad.ahire@hal-india.co.in

169 M/S GENERAL MANAGER HINDUSTAN AERONUTICS
LTD NASIK DIVN
POST OZAR TOWNSHIP DIST NASIKOZAR ,
Nashik, Maharashtra – 422207



sharad.ahire@hal-india.co.in

M/S HINDUSTAN UNILEVER LTD

PLOT NO A- 8 & A-9 MIDC MALEGAON SINNAR DIST

NASHIK ,Malegaon, Maharashtra – 422103

vinod.waghmare@unilever.com

171 M/S RUCHI SOYA INDUSTRIES

SURVEY NO 178 VILLAGE SURKHANDI TQ & DISTT

WASHIM ,Akola, Maharashtra – 444001

premchandra_patel@ruchigroup.com

172 HOTEL MEHFIL INN PVT. LTD. AMRAVATI

Plot No.11/2,NAZUAL SH..NO.31 Camp,Amravati Near

Govt.Girls.High-School Amravati, Maharashtra –

444602

hotelmehfilin@gmail.com

173 M/S IPCA LABORATORIES LTD.

H-4-MIDC WALUJ DIST AURANGABAD WALUJ,

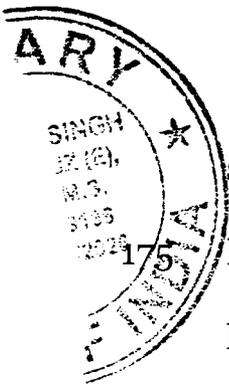
Aurangabad,Maharashtra – 431133

kamlesh.jain@ipca.com

174 Metal Man Auto Pvt.Ltd.

Plot No. B-12, Part 1, MIDC, Waluj Aurangabad,

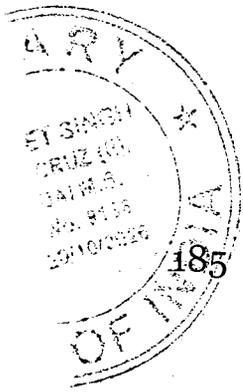
Aurangabad,Maharashtra – 431001



- svshanbhag@metalmnauto.com
 175 M/S VARROC ENGINEERING LTD.
 PLOT.NO. L-6/2 M.I.D.C. WALUJ AURANGABAD,
 Aurangabad, Maharashtra – 431001
 ratnadeep.karhade@varroc.com
- 176 M/S VARROC ENGINEERING LTD.
 L-4 , PLANT-VII M.I.D.C. WALUJ AURANGABAD ,
 Maharashtra – 431005
 ratnadeep.karhade@varroc.com
- 177 SANJEEV AUTO PARTS MANUFACTURERS PRIVATE
 LIMITED
 M-115 MIDC WALUJ WALUJ AURANGABAD,
 Maharashtra – 431001
 snmirajkar@sanjeevgroup.com
- 178 M/S UNITED BREWERIES LTD
 PLOT NO.L-10 MIDC WALUJ AURANGABAD WALUJ,
 Aurangabad, Maharashtra – 431003
 avkadam@ubmail.com
- 179 Ultra Tech Cement Ltd (Unit Nagpur Cement Works)
 Sr no 197,198,199,200 Mz Tarsa, Tah MoudaDist
 Nagpur, Maharashtra – 441106



- 180 m.mahesh@adityabirla.com
M/S MINEX METALLURGICAL CO. LTD
68/3 MOUZA NIMJI AT KALMESHWAR DIST-
NAGPUR ,Maharashtra – 440028
patle@minexindia.com
- 181 MOIL LIMITED NAGPUR
WEST COURT BANSI VILLA COMPOUND KATOL
ROAD NAGPUR A ,Maharashtra – 440013
cpdahe@moil.nic.in
- 182 M/S JSW STEEL COATED PRODUCTS
A/10/1,MIDC,INDUSTRIAL AREA KALMESHWAR
DISTT.NAGPUR KALMESHWAR, Nagpur,
Maharashtra – 441501
anuj.mehta@jsw.in
- 183 MOIL LIMITED
MOIL BHAVAN, 1A KATOL ROAD NAGPUR Chikhala
(CT) TUMSAR BHANDARA, Bhandara,
Maharashtra - 441907
- 184 M/S BALAJI AMINES LTD TAMALWADI
M/SBALAJI TOWER/,NO9/1A/1,HOTGI ROAD,AASRA
CHOWK SHOLAPUR , Maharashtra – 413007



finance@balajiamines.com

M/S AURANGABAD ELECTRICALS PVT.LTD.

GAT NO 120 CHITEGAON TQ PAITHAN DIST

AURANGABAD CHITEGAON , Maharashtra – 431001

gaikwad.sachin@ael-cie.com

186 M/S HOTEL AMARJEET PVT LTD

24,CENTRAL BAZAR ROAD RAMDASPETH NAGPUR

NAGPUR ,Maharashtra – 440010

am.nagpur@cpgh.in

187 M/S RUCHI SOYA IND. LTD

MIDC BUTIBORI DIST NAGPUR BUTIBORI, Nagpur,

Maharashtra – 441108

ss_jadham@ruchisoya.com

188 Mahindra and Mahindra Limited Chakan

P.NO.A-1, MIDC CHAKAN TAL. KHED, DIST. PUNE

CHAKAN, Pune, Maharashtra – 410501

kulkarni.sanjay2@mahindra.com

189 M/S LIBERTY OIL MILLS,

POST BOX NO-2, SHAHPUR, DIST-THANE SHAHPUR,

Thane, Maharashtra – 421601

mahajan@libertyoilmills.com

190

HINDUSTAN PLATINUM PVT. LTD.

PLOT NO. C-122 TTC-MIDC INDUSTRIAL AREA

PAWANE -NAVIMUMBAI , Navi Mumbai,

Maharashtra – 400701

santosh.gadhav@hp.co.in

191

M/S TDK INDIA PRIVATE LIMITED

E 22 to 25, 25/1 MIDC Satpur Nashik (M Corp.)NASHIK,

Maharashtra – 422007

umesh.tajanpure@tdk-electronics.tdk.com

192

M\S PREMIER SEALS (INDIA)PVT LTD.

PLOT NO 20/8,D-1 BLOCK MIDC CHINCHWAD PUNE,

Maharashtra – 411019

made@premierseals.in

193

Adani Electricity Mumbai Limited-(Distribution
Business) (AEML-D)

Adani Corporate House, Shantigram, Near Vaishno Devi

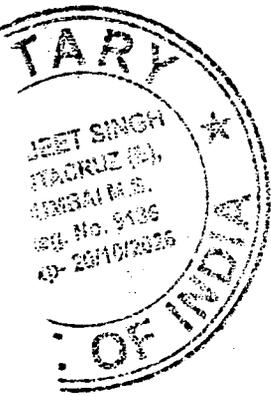
Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat –

382421

manish1.kumar@adani.com

194

The Tata Power Company Limited (TataPower-
Distribution)



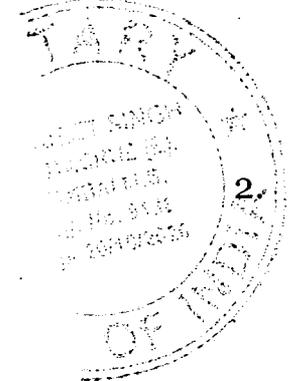
Bombay House, 24, Bombay House, Homy Modi Street,
Mumbai, Maharashtra – 400001
prashant.kumar@tatapower.com

...Respondents

MOST RESPECTFULLY SHOWETH:

I. Description of Parties

1. The Petitioner – Maharashtra State Electricity Distribution Company Limited (“**MSEDCL**”) is a Company constituted under the provisions of Government of Maharashtra General Resolution No. PLA – 1003 / C. R. 8588 dated 25.01.2005 and is duly registered with the Registrar of Companies, Mumbai on 31.05.2005. The Petitioner is functioning in accordance with the provisions envisaged in the Electricity Act, 2003 (“**Electricity Act**”) and is engaged, within the framework of Electricity Act, 2003 in the business of distribution of electricity to its consumers situated over the entire State of Maharashtra, except Mumbai City & its suburbs (excluding Mulund & Bhandup).

- 
2. The Respondents at Sr. No. 1 to 192 are Open Access Consumers in the state of Maharashtra sourcing power under Captive arrangement under Section 9 of the Electricity Act, 2003. The list of Open Access consumers are attached and marked as Exhibit-A1.
3. The Respondent at Sr. No. 193 and at Sr. No. 194 are other Distribution Licensees (“DISCOMs”) supplying electricity in Mumbai.
4. The present Petition is being filed by the Petitioner under Section 94 of **MERC (Conduct of Business) Regulations, 2004**; *inter alia* seeking a review of certain arrangements and/or permissions given by the Petitioner to the Respondents under Section 9 of the Act under the impression that such entities are Captive Generating Plants. As more particularly set out hereunder, by the present Petition, the Petitioner seeks this Hon’ble Commission’s indulgence to review the entire practice of certain entities obtaining permissions and sanctions as Captive Generating Plants, but also have in place agreements for ‘sale and purchase’ of power with their purported captive



user(s) in a manner that is entirely anathema to the principles of captive generation.

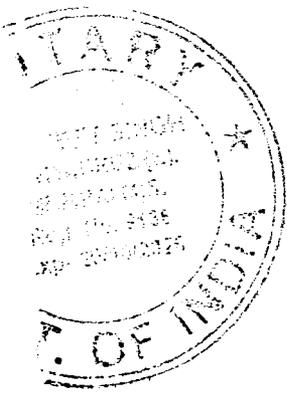
II. Gist of the present Petition:

5. As stated hereinabove, the Petitioner is filing the present Petition seeking a review of the Respondents' practice of obtaining permissions and sanctions as Captive Generating Plants, but also having in place agreement(s) for 'sale and purchase' of power with their purported captive user(s) in a manner that is entirely anathema to the basic tenets of the principles of captive generation of electricity.

5.1. Relevant and applicable law dealing with the classification of Captive Generating Plant under the Electricity Act and Electricity Rules:

(i) The Electricity Act defines Captive Generating Plants as under Section 2(8) as under:

(8) "Captive generating plant" means a power plant set up by any person to generate electricity primarily for his own use and includes a power



plant set up by any co-operative society or association of persons for generating electricity primarily for use of members of such cooperative society or association;

- (ii) In addition to the aforesaid, Rule 3 of the Electricity Rules, 2005 sets out the requirements of a Captive Generating Plant as under:

3. Requirements of Captive Generating Plant.—

(1) No power plant shall qualify as a 'Captive Generating Plant' under section 9 read with clause (8) of section 2 of the Act unless—

(a) in case of a power plant—

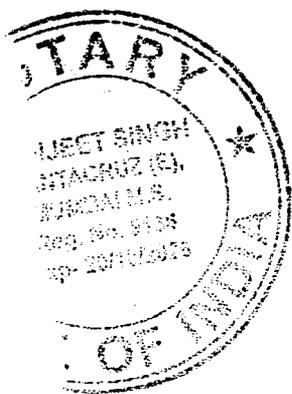
(i) not less than twenty six per cent. of the ownership is held by the captive user(s), and

(ii) not less than fifty one per cent. of the aggregate electricity generated in such plant, determined on an annual basis, is consumed for the captive use: Provided that in case of power plant set up by



registered co-operative society, the conditions mentioned under paragraphs (i) and (ii) above shall be satisfied collectively by the members of the co-operative society: Provided further that in case of association of persons, the captive user(s) shall hold not less than twenty six per cent. of the ownership of the plant in aggregate and such captive user(s) shall consume not less than fifty one per cent. of the electricity generated, determined on an annual basis, in proportion to their shares in ownership of the power plant within a variation not exceeding ten per cent.;

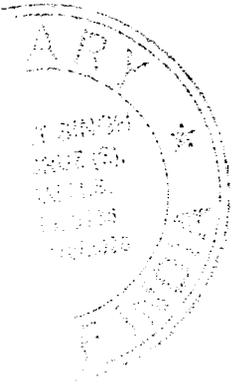
(b) in case of a generating station owned by a company formed as special purpose vehicle for such generating station, a unit or units of such generating station identified for captive use and not the entire generating station satisfy(ies) the conditions contained in paragraphs (i) and (ii) of sub-clause (a) above including—



Explanation.—

(1) The electricity required to be consumed by captive users shall be determined with reference to such generating unit or units in aggregate identified for captive use and not with reference to generating station as a whole; and

(2) The equity shares to be held by the captive user(s) in the generating station shall not be less than twenty six per cent. of the proportionate of the equity of the company related to the generating unit or units identified as the captive generating plant. Illustration In a generating station with two units of 50 MW each namely Units A and B, one unit of 50 MW namely Unit A may be identified as the Captive Generating Plant. The captive users shall hold not less than thirteen per cent. of the equity shares in the company (being the twenty six per cent. proportionate to Unit



A of 50 MW) and not less than fifty one per cent. of the electricity generated in Unit A determined on an annual basis is to be consumed by the captive users.

(2) It shall be the obligation of the captive users to ensure that the consumption by the captive users at the percentages mentioned in sub-clauses (a) and (b) of sub-rule (1) above is maintained and in case the minimum percentage of captive use is not complied with in any year, the entire electricity generated shall be treated as if it is a supply of electricity by a generating company.

Explanation.—(1) For the purpose of this rule,—

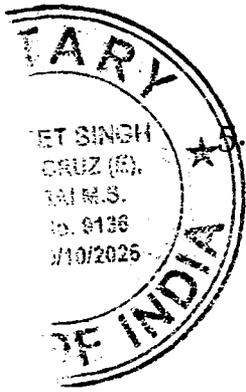
(a) “annual basis” shall be determined based on a financial year;

(b) “captive user” shall mean the end user of the electricity generated in a Captive Generating Plant and the term “captive use” shall be construed accordingly;

(c) *“ownership” in relation to a generating station or power plant set up by a company or any other body corporate shall mean the equity share capital with voting rights. In other cases ownership shall mean proprietary interest and control over the generating station or power plant;*

(d) *“Special Purpose Vehicle” shall mean a legal entity owning, operating and maintaining a generating station and with no other business or activity to be engaged in by the legal entity.*

- 5.2. In terms of the aforesaid, it would be ostensible that a Captive Generating Plant is one in which the generation of electricity is consumed for its own purposes, and accordingly, there are several benefits that are accorded to Captive Generating Plants;
- 5.3. However, the Petitioner has noticed that several entities, while camouflaging themselves as Captive Generating Plants, are in fact, generating companies with active agreements/contracts/ arrangements for ‘sale and purchase’ of power with their respective captive user(s);

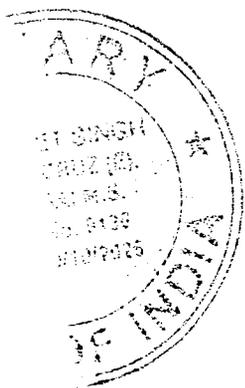


- 5.4. These entities are able to do so particularly because of the categorisation of captive generating plants as recorded hereinabove, which permits several stakeholders to come together and seek registration as a Captive Generating Plant only qua one or more (group of) shareholders having more than 26% equity shareholding (as required by the Electricity Rules), thereby selling a portion of the energy (>51%) to be consumed by such 'captive users'. In such an arrangement, even though registration is accorded as a captive generating plant, the generating company also acts as an entity that sells power to such user, thereby qualifying as a captive generating entity;
- 5.5. The Petitioner's argument is buttressed on a plain reading of Section 9 of the Act, which states as under:

Section 9. (Captive generation):

(1) Notwithstanding anything contained in this Act, a person may construct, maintain or operate a captive generating plant and dedicated transmission lines:

Provided that the supply of electricity from the captive generating plant through the grid shall be regulated in



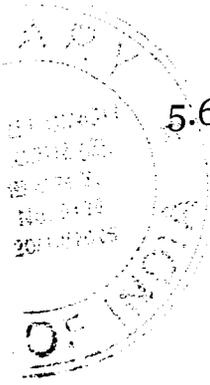
the same manner as the generating station of a generating company.

1[Provided further that no licence shall be required under this Act for supply of electricity generated from a captive generating plant to any licensee in accordance with the provisions of this Act and the rules and regulations made thereunder and to any consumer subject to the regulations made under subsection (2) of section 42.]

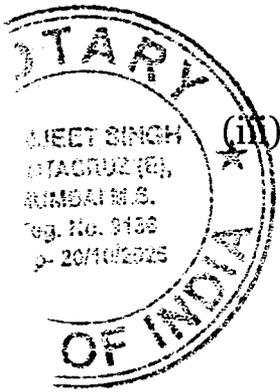
(2) Every person, who has constructed a captive generating plant and maintains and operates such plant, shall have the right to open access for the purposes of carrying electricity from his captive generating plant to the destination of his use:

Provided that such open access shall be subject to availability of adequate transmission facility and such availability of transmission facility shall be determined by the Central Transmission Utility or the State Transmission Utility, as the case may be:

Provided further that any dispute regarding the availability of transmission facility shall be adjudicated upon by the Appropriate Commission.



- 5.6. A plain reading of the aforesaid would demonstrate that in captive transactions, a person carries electricity from its generating station to the destination of use. This in itself establishes the Petitioner's contention that there is absolutely no concept of 'sale and purchase' of power;
- 5.7. Accordingly, it is the aforesaid arrangements that are being assailed by the Petitioner by way of the present Petition. It submitted that such entities ought not be treated as captive generating plants, but rather considered as generating plants under Section 10 of the Act. To that end, even the manner in which such entities avail open access is required to be reviewed.
6. Petitioner seeks appropriate directions from this Hon'ble Commission *inter alia* declaring that the Respondents herein:
- (i) Are having Energy Sale and Purchase agreement with their respective Generator
 - (ii) Procurement of power under sale and purchase agreement clearly indicates ~~shows~~ that there is a bilateral transaction between the two parties



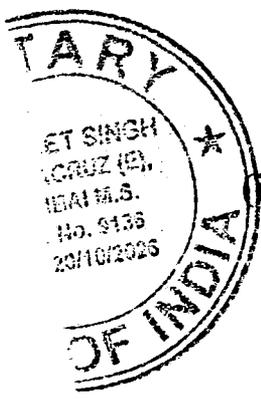
(ii) Are using the bilateral transaction power under the disguise of Captive use to avoid legitimate charges - Cross Subsidy Surcharge (CSS) and Additional Surcharge (ASC)

(iv) Existence of Power Purchase Agreement indicates ineligibility as Captive consumers and such consumers are liable to pay charges applicable to Bilateral Transactions (IPP) as per the provisions of the Electricity Act.

7. As a necessary consequence of the aforesaid relief, the Petitioner seeks further appropriate directions from this Hon'ble Commission as under:

(i) The transactions bearing sale purchase agreement for procurement of power shall be treated as IPP under Bilateral arrangement as envisaged in Section 10 of the Electricity Act 2003

(ii) Such consumers are liable to pay Cross Subsidy Surcharge (CSS); Additional Surcharge (ASC) and other such charges as applicable to IPP consumers as per the provisions of the Electricity Act



(ii)

Such consumers shall pay CSS, ASC etc from the date of opting Open Access under such transaction with applicable interest.

III. Brief Facts

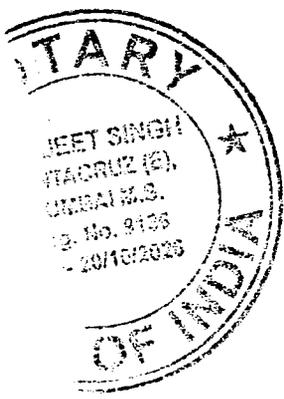
8. In Case No. 10 of 2021 filed by Exide Industries Ltd. (“**Exide**”), the Petitioner had raised the aforesaid issue as a defence to Exide Industries’ allegation that the Petitioner had illegally levied and recovered Additional Surcharge on the captive consumption of electricity generated from the power plant of CSE Solar Sunpark Maharashtra Pvt. Ltd., and supplied to Exide Industries under captive open access arrangement.
9. In course of the arguments advanced by the parties, this Hon’ble Commission, recognising the issue raised by this Petitioner, accorded the Petitioner with liberty to approach this Hon’ble Commission with all stakeholders as party Respondents.



Relevant observations made by this Hon'ble Commission in order dated 3 June 2021 passed in Case No. 10 of 2021 (“**3 June Order**”) filed by Exide Industries is as under:

17. MSEDCL, while raising the principal issue, has stated that there is no concept of “Sale and Purchase” of power in captive transaction which is meant for self-use only. Since there is “Sale and Purchase” of power happening between Petitioner and Generator under the camouflage of “Group Captive/Captive Generation”, the Commission should hold and declare that the commercial arrangement of the Petitioner is not falling under the purview of Section 9 of the EA (i.e., captive arrangement).

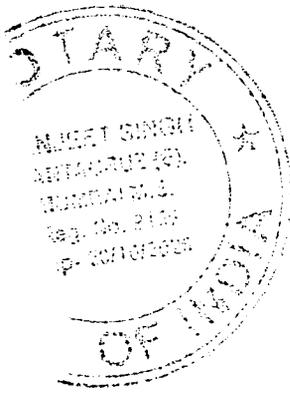
18. The Commission is of the view that the issue raised by MSEDCL is not limited to the Parties to the present proceeding i.e. the Petitioner, MSEDCL and Respondent No. 2. The Petitioner has raised its individual dispute with MSEDCL about levy of Additional Surcharge. However, MSEDCL has interpreted EA provisions to claim that if there is a



purchase and sale of electricity, such arrangement cannot be treated as a captive arrangement as envisaged under the EA. While MSEDCL has every right to raise its contentions, the Commission is of the opinion that if it decides to adjudicate this issue, the outcome of the adjudication (which may be in favour of captive consumers or MSEDCL) may impact other captive consumers in the State. The issue raised by MSEDCL is generic in nature and may have wider implications on the existing as well as future cases of captive arrangement.

19. The issue raised by MSEDCL might have merit, but in view of the principle of natural justice, it would not be appropriate to deal with the issue through present Petition in a standalone manner in absence of the affected parties i.e. rest of the captive consumers in the State.

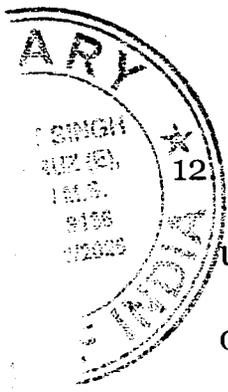
20. In light of the above, the Commission is not inclined to address the issue raised by MSEDCL in the present proceeding. MSEDCL is at liberty to file a separate Petition (making the captive consumers, the



Respondents to the Petition) where the issue raised by MSEDCL could be adjudicated in a holistic manner vis-à-vis the relevant provisions of the EA, Electricity Rules 2005 and the Open Access Regulations notified by the Commission.

10. In terms of the aforesaid, this Hon'ble Commission rejected the Petitioner's aforesaid contention, with liberty to re-agitate the same before this Hon'ble Commission. A copy of the 3 June Order is annexed hereto as **"Exhibit-"**.
11. It is submitted that the Captive use transaction means that the consumer is sourcing energy from its own generation plant for self use.

It is submitted that the intent of minimum 26% shareholding with voting rights is that such equity holder cannot be ignored while taking a major policy decision which requires $\frac{3}{4}$ majority. The condition of >26% equity share holding with voting rights confirm that the consumer is involved in important strategic decisions of the company by way of voting. The minimum 26% shareholding confirms the undeniable control of consumer in the company.



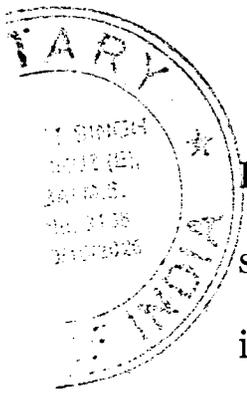
12) It is submitted that the Captive Generating plant is a plant set up, installed and commissioned by a consumer primarily for its own use. Therefore, when the consumer is consuming electricity generated by its own plant there cannot be any power purchase agreement between the generator and the consumer. It is not tenable that the consumer would purchase energy from its own power plant through a power purchase agreement.

13. It is submitted that there seems to be a typical modus operandi between consumers and the generating companies ~~ers~~ to show in the forefront that the consumer(s) is/are captive consumer by showing 26% shareholding of consumer in the power plant ~~project~~; thereby avoiding levy of ASC and CSS as per the provisions of Act, but in the back end there exists a “Sale & Purchase” agreement (PPA).
14. It is submitted that when such consumer is sourcing energy from its own generating plant i.e. using his own energy for self use; there is no reason for having Sale and Purchase agreement with the Generator.
15. It is submitted that there are many cases where the so called captive users suddenly stops open access and start drawing power from the host licensee.



It is evident that if a consumer is having his own generation available for self use; then there is no reason for him to suddenly stop using his own energy and opt for so called costly power from Distribution Licensee when there is availability of power from the CGP.

16. It is submitted that there is an example of such a transaction . One consumer M/s. Viraj Profiles, Boisar Dist. Palghar used to source power from a Captive Generator M/s. Sai Wardha Power Generation Co Ltd, at Varora, Chandrapur. As per the CA certificate, M/s. Viraj Profiles was holding equity share capital as one of the group captive users. However, there existed a power purchase agreement between the two parties, the generating company and M/s. Viraj Profiles.
17. So, M/s. Viraj Profiles was wheeling his own power generated at his own captive power plant (Sai Wardha) to the destination of use at its industrial unit at Boisar under open access as a captive user. However, there exists a power purchase agreement between the two parties the generating company and M/s. Viraj Profiles.



It is humbly submitted that the consumer M/s. Viraj Profiles stopped availing open access facility and thereby stops wheeling its own generated power for captive use instead prefers to draw so called costly power from the petitioner.

It is submitted further that on a later date, Viraj Profiles informed the Petitioner that the power plant of JSW Energy at Jaigad Ratnagiri is now his own Captive Power Plant and submitted a CA certificate in its support and consequently started wheeling his own power for his own use from the generating facility of JSW Energy.. Again, there exists a power purchase agreement between the two parties, the generating company and M/s. Viraj Profiles.

Further, on a later date, M/s. Viraj Profiles again requested cancellation of open access permission and chooses to not use his own power from JSW Energy and returns to the Petitioner for power supply.

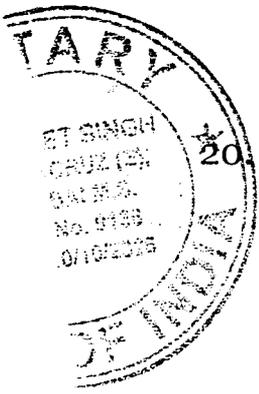
Similarly it is submitted that the Petitioner has come across many such cases involving change of generators including captive generator. It is humbly submitted that the alleged captive consumer(s) enter into commercial agreements along with meagre investment for acquiring Equity Capital and at



times with express lack of right in the Memorandum and Articles of Association to vote on certain decisions of the Captive Generating Plant without the consent and approval of the majority Equity holder ,as in the case of SWGPL, (which is contrary to the Electricity Rules) and avoid CSS & ASC to the tune of crores of Rupees. The Memorandum and Articles of Association is attached as Exhibit-.

In view of the above, it is submitted that presence of PPA should be treated under Section 10 of Act as IPP only and the same shall not be allowed under the cover of Section 9 as CPP.

18. It is submitted that in case of ownership - partnership like in case of captive generator & user in true sense, there can be contractual arrangement for demand & supply of power with sharing of expenses incurred by the identified captive power plant with such user depending upon the intake of power.
19. Only in case of third party transactions, the PPA on stamp paper is executed which is governed by the provisions of Contract Act and non performance by either party can be challenged in the Court of law.



20. In the instant cases, the duly executed PPA underlines the fact that both the parties try to keep each other at corner and are amenable to legal actions.
21. Such situations only demonstrate that there exists a de facto commercial agreement for supply of energy **under the disguise of captive use** The provisions of the Act are thus misused in order to avoid payment of CSS and ASC charges, thereby causing grave loss to Distribution Licensee which in turn will be borne by millions of common consumers through the resultant tariff hike.
22. It is submitted that in absence of deterrent provisions, such malpractices are on rise.
23. It is submitted that such transactions are depriving the Distribution Licensees from its legitimate revenue and causing grave and permanent loss to its millions of common consumers and stakeholders.
24. Accordingly, and in view of the aforesaid facts and circumstances as set out above, as also the applicable provisions of the Electricity Act and Rules, the Petitioner is constrained to file the present proceeding on the grounds as set out hereunder:



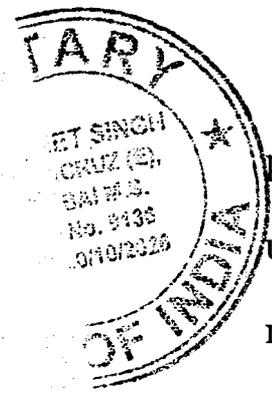
IV. Grounds:

Ground A: This Hon'ble Commission ought to take note of the applicable provisions of law, *inter alia* in an effort to ascertain whether the Respondents in fact can be categorised as Captive Generating Plants:

Ground B: This Hon'ble Commission ought to harmoniously construe the provisions of the Electricity Act and Rules, which categorically demonstrate that there is absolutely no legislative intent to permit entities availing benefit as a Captive Generating Plant to have any arrangement/contract/understanding etc. for 'sale and purchase' of power:

V. Miscellaneous Submissions

25. In view of the foregoing facts, it is respectfully submitted that required clarification and directions as requested for ought to be granted to the Petitioner. This is particularly crucial since these entities have been allowed and permitted open access as per the



provisions of the Electricity Act and the Rules, but are seeking undue benefits primarily due to lack of clarity. The Petitioner is requesting this Hon'ble Commission to interpret the Electricity Act and Rules, which would make it apparent that there was absolutely no intention for a Captive Generating Plant to have any arrangement for 'sale and purchase' of power and the cost of acquisition of shares in the company owning the CGP along with provisions of Memorandum and Articles of Association should be scrutinised so as to determine the adequacy of the consideration as well as unbridled voting rights on all the affairs of the CGP in order to avoid sham transactions.

26. It is submitted that the present petition has been filed as per the section 94 of the **MERC (Conduct of Business) Regulations, 2004** which provides that

94. Nothing in these Regulations shall bar the Commission to deal with any matter or exercise any power under the Act for which no regulations have been framed, and the Commission may deal with such matters, powers and functions in a manner it thinks fit.



27. The Petitioner has affixed the requisite court fees stamps to the present Petition. The Petitioner undertakes to affix further court fees if so deemed deficient by this Hon'ble Commission.
28. That the instant Petition has been made bona fide and in the interests of justice. It is submitted that grave injustice would be caused to the Petitioner if the reliefs prayed herein is not granted.
29. The Petitioner craves leave to add, modify, alter or supplement the grounds/ submissions set out herein for challenging the impugned Orders.
30. The Petitioner further craves leave to file additional submissions / Affidavits/ documents as may be deemed necessary in the given facts of the case.

PRAYER:

In the light of the facts and circumstances stated herein above, it is therefore, most humbly prayed that this Hon'ble Commission may graciously be pleased to:

- A. Allow the present Petition filed under Section 94 of the MERC (Conduct of Business) Regulations, 2004 ;

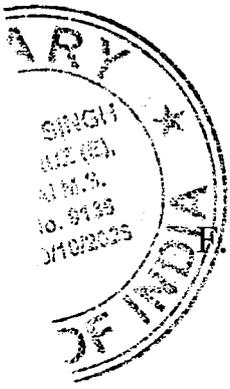


B. Declare that the transactions bearing sale & purchase agreement for procurement of power shall be treated as IPP under Bilateral arrangement as envisaged in Section 10 of the Electricity Act;

C. Declare that if the cost of acquisition of shares in the company owning the CGP is inadequate on scrutiny and / or the provisions of Memorandum and Articles of Association inhibits unbridled voting rights on all the affairs of the CGP, then the procurement shall be treated as IPP as envisaged in section 10 of the Electricity Act;

D. Direct that such consumers are liable to pay Cross Subsidy Surcharge (CSS); Additional Surcharge (ASC) and other such charges as may be applicable to IPP consumers as per the provisions of Act, Rules & Regulations.

E. Direct that such consumers shall pay CSS, ASC etc from the date of opting Open Access under such transaction with ~~18~~% interest.



F. Pass any other such reliefs as may be deemed fit by the Hon'ble Commission.

**AND FOR THIS ACT OF KINDNESS AND JUSTICE, THE
PETITIONERS ABOVE NAMED AS IN DUTY BOUND
SHALL EVER PRAY**

Date:

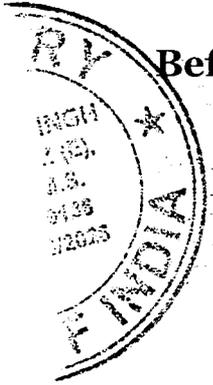
Place:

DSK Legal

Advocate for the Petitioner

Petitioner

Chief Engineer (Commercial)
MSFDCL, Prakeshgad, 5th Floor
Flr. Anant Kanekar Marg,
Bandra (East), Mumbai - 400 057



Before Maharashtra Electricity Regulatory Commission

Filing No. _____

Case No. _____

IN THE MATTER OF

**Petition under Section 94 of the MERC (Conduct of
Business) Regulations, 2004**

AND

IN THE MATTER OF

Section(s) 9 read with 10 of the Electricity Act, 2003.

AND

IN THE MATTER OF



Maharashtra State Electricity Distribution

Company Limited ("MSEDCL")

Through its Chief Engineer (Commercial)

5th Floor, Plot No. G-9,

Station Road, Prakashgad,

Bandra (East), Mumbai 400 051

...Petitioner

Versus

Pudumjee Paper Products Limited (PPPL)

& Others

...Respondents

**AFFIDAVIT IN SUPPORT OF PETITION ON BEHALF OF
RESPONDENT (MSEDCL)**

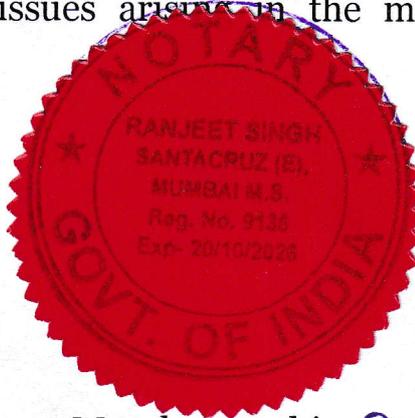
1. I, Dattatraya Ramchandra Bansode, aged 51 years, having my office at 5th Floor, Prakashgad, Bandra(East), Mumbai, do solemnly affirm and say as follows:

2. I am Chief Engineer (Commercial) of Maharashtra State Electricity Distribution Co. Ltd., the Applicant/Petitioner in the above matter and am duly authorized to make this affidavit.



3. The statements made in the paragraphs of the Petition are based on the information received from the concerned officers of the Company are true to my knowledge and I believe them to be true.

4. I say that there are no proceedings pending in any court of law/ tribunal or arbitrator on any authority, wherein the Petitioner is a party where issues arising and /or reliefs sought are identical or similar to the issues arising in the matter pending before the Commission.



[Signature]
Deponent

Chief Engineer (Commercial)
MSEDCL, Prakashgad, 5th Floor
Pro. Anant Kanekar Marg,
Bandra (East), Mumbai - 400 051

I solemnly affirm at Mumbai on this 29 day of July, 2022 that the contents of this affidavit are true to my knowledge, no part of it is false and nothing material has been concealed there from.



[Signature]
Deponent

Chief Engineer (Commercial)
MSEDCL, Prakashgad, 5th Floor
Pro. Anant Kanekar Marg,
Bandra (East), Mumbai - 400 051

Identified before me



[Signature]
RANJEET SINGH
M.Sc.LL.B.

NOTARY
MAHARASHTRA
GOVT. OF INDIA
29 JUL 2022

"Exhibit-A"



Before the
MAHARASHTRA ELECTRICITY REGULATORY COMMISSION
World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Mumbai-400005
Tel. 022 22163964/65/69 Fax 22163976
Email: mercindia@merc.gov.in
Website: www.merc.gov.in

Case No. 10 of 2021

Case filed by Exide Industries Ltd. challenging levy and recovery of Additional Surcharge by MSEDCL on its captive consumption of electricity.

Exide Industries Ltd.Petitioner

V/s.

Maharashtra State Electricity Distribution Co. Ltd.Respondent No. 1

CSE Solar Sunpark Maharashtra Pvt. Ltd. Respondent No. 2

Appearance:

For Exide Industries Ltd. Shri Anand Ganeshan (Adv.)

For Maharashtra State Electricity Distribution Co. Ltd. Shri Aashish Singh (Adv.)

For CSE Solar Sunpark Maharashtra Pvt. Ltd. Shri Taral Ajmera (Rep.)

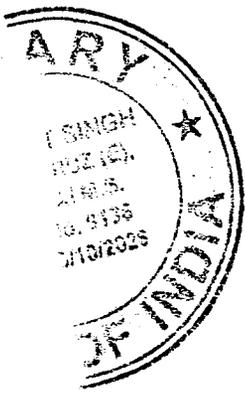
Coram

Shri Sanjay Kumar, Chairperson
Shri I. M. Bohari, Member
Shri Mukesh Khullar, Member

ORDER

Date: 3 June, 2021

1. Exide Industries Ltd. (**the Petitioner**) has filed a Case on 25 January 2021 seeking directions against Maharashtra State Electricity Distribution Co. Ltd. (**MSEDCL**) claiming that MSEDCL has illegally levied and recovered the Additional Surcharge (**ASC**) on the captive consumption of electricity generated from the power plant of CSE Solar Sunpark Maharashtra Pvt. Ltd. (**CSE**) and supplied to the Petitioner under captive Open Access (**OA**) arrangement. The Petitioner has invoked Sections 42(4), 62, 86 and 142 of the Electricity Act, 2003 (**EA**) for seeking relief and requested the Commission to refund the ASC already paid by the Petitioner.
2. **Petitioner's main prayers are as follows:**

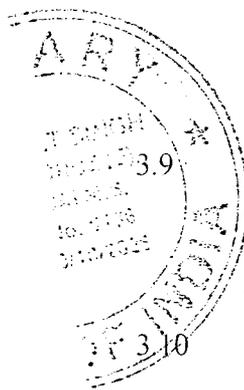


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- i. *Set aside the levy of Additional Surcharge in the invoices raised by the Respondent No. 1 [MSEDCL] for the months of July 2020 to November 2020 on the three manufacturing units of the Petitioner;*
- ii. *Direct the Respondent No. 1 [MSEDCL] to not levy Additional Surcharge on the Petitioner's manufacturing units forthwith;*
- iii. *Direct the Respondent No. 1 [MSEDCL] to refund the amount of Additional Surcharge paid by the Petitioner's manufacturing units against the monthly invoices raised by it, along with interest;*

3. **Petitioner has stated as follows:**

- 3.1 Exide is a company engaged in the business of manufacturing of automotive and industrial lead-acid batteries and has its manufacturing facilities at the three locations i.e Ahmednagar, Chinchwad, and Talaja.
- 3.2 CSE Solar Sunpark Maharashtra Pvt. Ltd. has established a 21 MW captive solar generating station at Osmanabad District.
- 3.3 In addition to the consumption of electricity from MSEDCL, the Petitioner also consumes electricity at its manufacturing locations as captive OA consumption from the generating station i.e. CSE Solar Sunpark Maharashtra Pvt. Ltd.
- 3.4 The Petitioner owns equity shares with voting rights to the extent of 27.19% in CSE Solar Sunpark Maharashtra Pvt. Ltd. and therefore, qualifies as a captive consumer of the generating station of CSE Solar Sunpark, in accordance with the provisions of Rule 3 of the Electricity Rules, 2005.
- 3.5 The Petitioner is the sole captive consumer of the generating station of CSE Solar Sunpark and there are no other consumers consuming electricity from the said generating station. Thus, the generating station of CSE Solar Sunpark is not a group captive generating station having multiple captive consumers.
- 3.6 From 1 July 2020, the Petitioner has been procuring electricity from the generating station of the CSE Solar Sunpark, initially under Short Term Open Access (STOA) till 31 October 2020, and thereafter under Medium Term Open Access (MTOA) from 1 November 2020 till date.
- 3.7 The electricity from the said generating station is conveyed through OA to the premises of the Petitioner through the transmission and distribution system in the state of Maharashtra, for which the transmission and wheeling charges and losses are paid by the Petitioner.
- 3.8 The issue in the present case relates to the levy of ASC under Section 42(4) of the EA on the captive consumption of electricity by the Petitioner. Section 42(4) of the EA stipulates that where the State Commission permits a consumer or class of consumers to receive supply of electricity from a person other than the Distribution Licensee of his area of supply, such consumer shall be liable to pay an ASC on the charges of wheeling, as may be specified by the State Commission, to meet the fixed cost of such Distribution Licensee arising out of his obligation to supply.

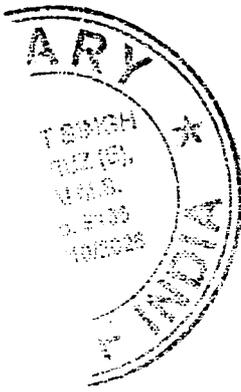


The said provision refers to “receive supply of electricity from a person other than the distribution licensee”. Further, the term “supply” is defined in Section 2(70) of the EA as “supply”, in relation to electricity, means the sale of electricity to a licensee or consumer.

Accordingly, one of the essential conditions to be satisfied under Section 42(4) of the EA is that there is a supply of electricity from a person to a consumer. The supply is sale of electricity to a consumer as defined in the Act. Accordingly, there has to be sale of electricity by the Seller to the Purchaser.

- 3.11 In regard to the above, the definition of the “Captive Generation Plant” under Section 2(8) provides that “Captive generating plant” means a power plant set up by any person to generate electricity primarily for his own use and includes a power plant set up by any co-operative society or association of persons for generating electricity primarily for use of members of such cooperative society or association.
- 3.12 In terms of the above definition, the electricity generated by the Captive Power Plant is for his own use. Accordingly, there is an essential distinction between sale of electricity by a person to another person which constitute supply within the scope of Section 42 (4) and generation of electricity for his own use.
- 3.13 Therefore, in terms of the provisions of Section 42 (4) itself, ASC is not payable in respect of the quantum of electricity generated by the Captive Power Plant or a Group Captive Power Plant, and consumed by a captive user when such generating plant and captive user fulfils the conditions mentioned in Section 2(8) of the EA and Rule 3 of the Electricity Rules, 2005.
- 3.14 Section 9(2) of the EA only deals with conveyance of electricity by OA to the destination of use. The provision does not deal with supply at all, as the consumption for own use by captive consumers do not involve supply as provided for in the EA.
- 3.15 Prior to the year 2018, there was admittedly no determination or levy of ASC on captive consumption of electricity in the state of Maharashtra.
- 3.16 The Commission had, for the first time, by its Order dated 12 September 2018 in Case No. 195 of 2017, held that ASC would be leviable on consumers of group captive generating stations in the State of Maharashtra. The Commission has specifically provided exemption of ASC for Captive Users of CPPs to the extent of their self-consumption from such Plants. The Commission noted that frequent changes in the captive users of Group Captive Power Plants (GCPP) were leading to stranded contracted capacity of Distribution Licensee. Such captive users are very different from static captive users of original Captive Power Plants as the latter have ceased to be consumers of Distribution Licensees having created their own permanent power requirement through captive mode. There is no power planning needed for such static captive users as against frequently switching users of group captive power plants for whom the power supply is planned and therefore becomes a stranded capacity. Such Group Captive users become liable to ASC due to stranded capacity as applicable to other OA consumers.

- 3.17 The Commission in the said Order had made a clear distinction between group captive power plant and non-group/individual captive power plants. Group captive power plants are provided for in the 2nd proviso to Rule 3(1)(ii) of the Electricity Rules, 2005 which provides for captive consumption of electricity by an association of persons. The principle of association of person has been extended to multiple consumers of a special purpose vehicle being a limited company, wherein the multiple captive users are required to cumulatively hold not less than 26% shareholding and consume electricity on aggregate basis of at least 51% on an annual basis, which consumption is required to be in a proportionate manner to the shareholding of the said consumers.
- 3.18 The above decision dated 12 September 2018 was challenged by two generators, namely M/s JSW Energy Ltd. and M/s Sai Wardha Power Generation Co. Ltd. before the Hon'ble Appellate Tribunal for Electricity (ATE) by way of Appeal Nos. 311 and 315 of 2018. Both these generators were group captive generators, having multiple captive consumers, who in aggregate held more than 26% shareholding in the generating units.
- 3.19 In fact, one of the specific grounds of challenge before the Hon'ble ATE by these two generators was that the Commission had erred in creating an artificial distinction between group captive power plants and non-group/individual captive power plants. It was the specific case that the Commission had erred in levying ASC only on such group captive power plants which had multiple captive consumers, whereas it was admittedly exempted for other captive power plants having single captive consumer.
- 3.20 The Hon'ble ATE by its Order dated 27 March 2019, set aside the above decision dated 12 September 2018 and held that ASC could not be levied on captive consumption of electricity. The Hon'ble ATE also held that group captive power plants cannot be placed in a separate pedestal as compared to non-group/individual captive power plants.
- 3.21 The above decision of the Hon'ble ATE has thereafter been challenged by MSEDCL before the Hon'ble Supreme Court in Civil Appeal Nos. 5074-5075 of 2019. Even in the said Appeal, it is the stand of MSEDCL that the levy of Additional Surcharge was only on the captive consumers of the Group Captive Power Plants.
- 3.22 The Hon'ble Supreme Court, by its Interim Order dated 1 July 2019, has stayed the operation of the Order dated 27 March 2019 of the Hon'ble ATE. The said Civil Appeals are pending adjudication before the Hon'ble Supreme Court.
- 3.23 In the meantime, MSEDCL filed its MYT Petition (Case No. 322 of 2019) before the Commission for the next control period for FY 2020-21 to FY 2024-25. The Commission by its Order dated 30 March 2020 held that its decision in the Order dated 12 September 2018 in relation to the levy of Additional Surcharge on the consumers of group captive power plants would continue, subject to the decision of the Hon'ble Supreme Court. Further the Commission held that in view of the stay directed by the Hon'ble Supreme Court on the Judgment passed by the Hon'ble ATE, the Commission would continue to determine the two categories of captive users who procure power from Captive Power Plants viz., (a) Original Captive Users (who were never consumers of Distribution Licensee) and (b) Converted Captive Users (who subsequently switchover to GCPP mode). The Original Captive Users are the Users who have been



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procuring power originally under the captive mode and whose demand has not been included in the power procurement plan of Distribution Licensee whereas Converted Captive Users are the Users who prior to issue of Mid Term Review Order dated 12 September 2018 in Case No. 195 of 2017 were consumers of the Distribution Licensee and who have opted to procure power under Group Captive arrangement, creating stranded capacity for Distribution Licensee.

- 3.24 In terms of the above, there was no occasion for MSEDCL to expand the levy of ASC on the non-group/individual captive power plants and consequently on the captive consumers of such non-group/individual captive power plants.
- 3.25 The Order dated 12 September 2018 as well as the Order dated 30 March 2020 of Commission are clear on the levy of Additional Surcharge, which is restricted to the group captive power plants.
- 3.26 In the proceeding before the Hon'ble ATE, MSEDCL sought to justify the distinction created between group captive power plants and non-group/ individual captive power plants.
- 3.27 When the MYT Order dated 30 March 2020 merely continued the decision in principle as contained in the earlier MTR Order dated 12 September 2018 for levy of ASC on group captive power plants, there was no occasion for MSEDCL to unilaterally seek to expand the scope of the levy of ASC on the non-group/individual captive power plants having a single captive consumer.
- 3.28 However, the Petitioner was shocked to receive the invoices for the month of July 2020 for all its three manufacturing facilities from MSEDCL wherein MSEDCL has levied ASC on the captive consumption of electricity by the Petitioner from the generating station of CSE Solar Sunpark.
- 3.29 Immediately upon the receipt of the above invoices, the Petitioner protested and also sought clarification from MSEDCL on the levy of ASC but was only informed that the levy is in accordance with the policy decision taken by MSEDCL.
- 3.30 Instead of acknowledging that the said levy is erroneous, MSEDCL continued to levy ASC for the following months on the captive consumption of electricity by the Petitioner's units from the generating station of CSE Solar Sunpark. The Petitioner has made payments under protest and without prejudice to its rights to challenge the same before the Commission.
- 3.31 The manufacturing units of the Petitioner have also addressed separate formal communications dated 14 December 2020 to MSEDCL on the issue of Additional Surcharge. In reply, MSEDCL vide its letter dated 1 January 2021 to the Petitioner's Talaja unit (having Consumer No. 028619020181) has maintained its wrongful position and stated that since the Petitioner is a group captive consumer, it cannot be exempted from the levy of ASC. The Talaja unit of the Petitioner, vide its letter dated 25 January 2021, reiterated that the Petitioner is not a group captive consumer, but a single captive consumer and thus, requested MSEDCL to withdraw the levy of Additional Surcharge. The Petitioner, vide aforesaid letter, has stated the shareholding pattern of the generating

station/plant to show that it is the sole captive consumer, holding more than 26% shareholding of its captive generating station/station.

3.32

This unilateral action of MSEDCL is not only contrary to the specific provisions of the EA on the levy of ASC but is also in gross violation of Order dated 30 March 2020 passed by the Commission. The Commission has specifically restricted the levy of ASC to group captive power plants and their captive consumers, continuing the same principle as was decided in its earlier Order dated 12 September 2018.

3.33

However, the unilateral and unauthorised action of MSEDCL to levy ASC on the Petitioner, who is not a captive consumer of any group captive power plant, is erroneous and in violation of the decision of the Commission.

3.34

It is also not open to the MSEDCL to now contend that the ASC is leviable on the captive consumers of even the non-group/individual captive power plants, as it is clearly understood by MSEDCL itself that the levy of ASC was only on the captive consumers of the Group Captive Power Plants.

3.35

It is also the stand of the Commission that the captive consumers of non-group/individual captive power plants and the group captive consumers of the group captive power plants stand on a different footing, and it is only the group captive consumers who are liable to pay the ASC.

3.36

Thus, the levy of ASC by MSEDCL on the Petitioner, is illegal and without any authority of law. The demands raised therefore need to be set aside and the payments made needs to be reimbursed along with interest.

4.

MSEDCL, vide its reply dated 8 March 2021, stated as under:

For past period levy of Additional Surcharge:

4.1

The Petitioner had made the following OA Applications under the "Group Captive mechanism".

Sr. No.	Date of OA Application	Nature of OA	Period of OA
1.	20.07.2020	Group Captive	01.10.2020 to 31.10.2025
2.	20.07.2020	Group Captive	01.10.2020 to 31.10.2025
3.	20.07.2020	Group Captive	01.10.2020 to 31.10.2025

4.2

Petitioner itself has made the above OA Applications under the "Group Captive mechanism". Hence, no wrongdoing can be attributed on the part of MSEDCL w.r.t levy of ASC on the Petitioner and hence the prayers in the Petition on such issues seeking retrospective refund etc. deserves rejection by the Commission.

Future Levy of ASC:

4.3

The structure under which the Petitioner is availing OA is as under:

- i. CSE Solar Sunpark is generating Plant.
- ii. According to the averments in the Petition, Petitioner owns equity shares with voting rights to the extent of 27.19% in CSE Solar Sunpark.



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iii. Petitioner avails OA for three separate units/consumer nos. at different locations. It is pertinent to note that after availing OA in the past under the "Group Captive mechanism", the Petitioner now claims that it is not a "Group Captive" and is merely a "Captive Generating Plant". Hence the following documents would be of utmost importance to ascertain the facts pertaining to issues raised in the Petition w.r.t dispute on the levy of Additional Surcharge on the Petitioner for future purposes:

- i. Share Purchase Agreement.
- ii. Share Holder Agreement.
- iii. Memorandum of Association and Article of Association of the Generating Plant.
- iv. Power Purchase/Delivery Agreement.
- v. CA Certificate.

4.5 The Commission may direct the Petitioner to furnish the abovementioned documents/information to enable MSEDCL to file a detailed reply on the merits of claim of the Petitioner for better adjudication of the dispute at hand.

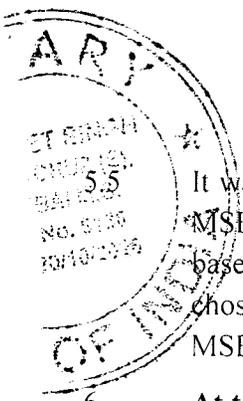
5. **The Petitioner, vide its rejoinder dated 5 April 2021, stated that:**

5.1 There are no other consumers consuming electricity from the said generating station. Thus, the said generating station is not a group captive generating station having multiple captive consumers, but only a captive generating station having a single consumer, i.e., the Petitioner.

5.2 The nature of the power plant is not governed by the nomenclature used in any application but based on the legal implication of the admitted factual position. The admitted position is that the Petitioner is the only captive user of the power plant and does not fall within the meaning of a group captive power plant as provided for in Rule 3 of the Electricity Rules, 2005.

5.3 At the time of submission of OA Application by the Petitioner, the Petitioner was (incorrectly) advised that only those consumers who have their generating stations set up in their premises which are completely own by them by holding 100% shareholding of the said generating station, fall within the definition of a 'Captive Power Plant' and therefore all other captive users ought to choose the option of 'Captive Group Plant'. Thus, it is wrong for MSEDCL to contend that no wrongdoing can be attributed to it w.r.t. the levy of ASC on the Petitioner.

5.4 The Petitioner has always been a single captive consumer of the Respondent No. 2 generating station, the relevant documents containing such information were also made available to MSEDCL in advance. Thus, being a single captive consumer, no ASC can be levied on the Petitioner. Accordingly, the levy of ASC in the invoices raised for the months of July 2020 to November 2020 on the three manufacturing units of the Petitioner ought to be quashed, and the amounts paid ought to be reimbursed to the Petitioner along with applicable interest.



It was only the nomenclature used, which is being taken advantage of erroneously by MSEDCL. The Petitioner had also submitted the relevant documents to MSEDCL, based on which MSEDCL could have ascertained the same. However, MSEDCL has chosen not to do so. The Petitioner is again filing herewith the documents sought by MSEDCL for it to ascertain the status of the Petitioner.

6. **At the E-Hearing through video conferencing held on 6 April 2021:**

The Advocate for MSEDCL stated that the rejoinder to the replies have been received from the Petitioner only a day before, along with some documents and therefore MSEDCL needed additional time for verifying those documents and making a submission on merit. The Advocate of the Petitioner stated that no new documents had been filed and all these documents were already with MSEDCL since these documents had been filed along with the OA Application. The Commission granted ten days' period to MSEDCL for filing its further submission and the matter was adjourned.

7. **In its reply dated 28 April 2021, MSEDCL stated that:**

7.1 MSEDCL is objecting to the reliefs sought by the Petitioner in present Petition.

7.2 Vide its Preliminary Reply dated 8 March 2021, MSEDCL had sought certain important documents from the Petitioner which have been furnished by the Petitioner along with its rejoinder dated 5 April 2021.

7.3 Though on account of inadvertence and oversight, the OA was granted under "Group Captive" route and strictly as per the application of the Petitioner, the perusal of the documents furnished by the Petitioner along with the rejoinder dated 5 April 2021 raises a more fundamental and a legal issue for the consideration of the Commission. This fundamental issue is as under:

Whether the Petitioner can be granted open access under Section 9 of the EA at all in view of specific facts revealed from the documents?

7.4 The Petitioner has submitted the following documents along with its rejoinder dated 5 April 2021:

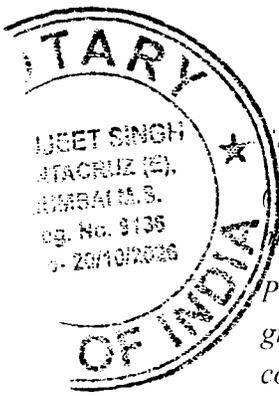
- i. Share Subscription and Share Holders Agreement and its amendments
- ii. Memorandum of Association of the Company and Articles of Association
- iii. Power Purchase Agreement and its amendments
- iv. CA Certificate

7.5 A perusal of the various clauses of the above documents reveals that there is a "Sale and Purchase" of power happening between Petitioner and Generator.

7.6 Section 2 (8) of the EA reads as under:

"Captive generating plant" means a power plant set up by any person to generate electricity primarily for his own use and includes a power plant set up by any co-operative society or association of persons for generating electricity primarily for use of members of such cooperative society or association;

7.7 Section 9 of the EA reads as under



Section 9. (Captive generation):

(1) Notwithstanding anything contained in this Act, a person may construct, maintain or operate a captive generating plant and dedicated transmission lines:

Provided that the supply of electricity from the captive generating plant through the grid shall be regulated in the same manner as the generating station of a generating company.

[Provided further that no licence shall be required under this Act for supply of electricity generated from a captive generating plant to any licensee in accordance with the provisions of this Act and the rules and regulations made thereunder and to any consumer subject to the regulations made under subsection (2) of section 42.]

(2) Every person, who has constructed a captive generating plant and maintains and operates such plant, shall have the right to open access for the purposes of carrying electricity from his captive generating plant to the destination of his use:

Provided that such open access shall be subject to availability of adequate transmission facility and such availability of transmission facility shall be determined by the Central Transmission Utility or the State Transmission Utility, as the case may be:

Provided further that any dispute regarding the availability of transmission facility shall be adjudicated upon by the Appropriate Commission."

7.8 Section 2 (70) of the EA reads as under:

"supply", in relation to electricity, means the sale of electricity to a licensee or consumer;

7.9 From aforesaid provisions of the EA, it is clear that in captive transactions, a person carries electricity from its generating station to the destination of use. There is no concept of "Sale and Purchase" of power in captive transaction. However, a perusal of the documents reveals that there is absolute "Sale and Purchase" of power happening between Petitioner and Generator under the camouflage of "Group Captive/Captive Generation".

7.10 In view of the above, the Commission is requested to hold and declare that the commercial arrangement of the Petitioner is not falling under the purview of Section 9 of the EA in the specific facts and circumstances of the present case and thereby dismiss the Petition with a liberty to MSEDCL to change the category of OA from Section 9 to Section 10 of EA.

8. At the E-Hearing through video conferencing held on 4 May 2021:

8.1 Advocate appearing on behalf of the Petitioner briefly gave the background of the Petition and further stated that:

- i. MSEDCL is not disputing the fact that the Additional Surcharge is not leviable on the consumers of individual captive power plants and only the consumers availing power from the group captive power plants are liable to pay the Additional Surcharge.



- ii. MSEDCL, in its preliminary reply, had objected to the prayers of the Petitioner stating that Petitioner itself had made its OA Applications under the "Group Captive mechanism". Hence, MSEDCL has correctly levied the Additional Surcharge on the Petitioner. However, as held by the Hon'ble Supreme Court, incorrect nomenclature does not alter the substantive facts.
 - iii. Exide is the sole captive consumer of the generating station of CSE Solar Sunpark and there are no other consumers consuming electricity from the said generating station.
 - iv. If nomenclature used at the time of OA Application is sacrosanct for MSEDCL, then at a later stage, MSEDCL cannot raise any dispute on the CPP status of any generation plant which it normally does.
 - v. In its reply dated 28 April 2021, MSEDCL has objected to the Petition raising all the way a new argument. After long eighteen years of the EA coming into force in year 2003, MSEDCL, for the first time, has raised the contention that if there exists a PPA between the generator and the consumer with some agreed Tariff for electricity, such arrangement cannot be treated as captive arrangement.
 - vi. MSEDCL has requested the Commission to hold that the commercial arrangement of the Petitioner is not falling under the purview of Section 9 of the EA and further sought liberty to allow MSEDCL to change the category of present OA transaction from Section 9 to Section 10 of EA. However, MSEDCL cannot seek its prayers in Petition filed by Exide.
 - vii. As per the Companies Act, although the shareholders can hold equity in a company, they do not have ownership over the assets of the company and such shareholders are entitled to dividend payable by the company.
 - viii. MSEDCL has raised dispute about existence of the PPA which has specified the Tariff for sale of electricity and claimed that under captive arrangement, there cannot be any sale of electricity with Tariff payable towards the supply of such electricity. However, there has to be some cost associated with supply of electricity and the Electricity Rules 2005 also do not envisage free supply of electricity.
 - ix. There are numerous PPAs in place between Captive Power Plants and their consumers across the State and also in the country and there is no PPA which provides supply of free electricity without any cost.
 - x. If it was MSEDCL's claim that the present arrangement is not a CPP arrangement, it is not clear why MSEDCL did not levy Cross Subsidy Surcharge (CSS) on the Petitioner.
- 8.2 Advocate appearing on behalf of MSEDCL re-iterated the submissions as made out in its replies and further stated that:
- i. The contention raised by MSEDCL in its reply dated 28 April 2021 had also been raised by it in OPGS matter however, the issue was not decided, and it was

held that the matter was falling under jurisdiction of Central Electricity Regulatory Commission (CERC). The matter is now pending before the Hon'ble ATE.

- ii. Bare reading of the Section 9 of the EA and the Electricity Rules 2005 would demonstrate that in captive mode of arrangement, there cannot be two separate entities with an arrangement of sale and purchase of electricity between them.
- iii. Before deciding the claims of the Petitioner that it is a consumer of individual CPP and not a GCPP, the Commission should first decide whether at all, the present arrangement falls under Section 9 of the EA.
- iv. MSEDCL has not sought any prayer in its replies as contended by the Petitioner. Rather, it is the submission of MSEDCL that present arrangement falls under Section 10 of the EA and no captive arrangement exists in present case. If the Commission agrees to aforesaid submissions, the Commission may pass appropriate direction allowing MSEDCL to change the category of OA from Section 9 to Section 10 of EA.
- v. The Petitioner has also contended that in last eighteen years since commencement of the EA, there have been a number of similar arrangements all over the State and the country. However, MSEDCL submits that legality of such arrangements needs to be examined and if it is found that such arrangements do not have a legal sanctity, such arrangements should not be allowed to continue.
- vi. It is only after the status of present arrangement is confirmed to be a captive arrangement, the Petitioner's claim of being a consumer of non-group captive power plant could be decided.
- vii. It is the MSEDCL's stand that the entity needs to hold 100% equity in the plant if it is seeking a declaration of being a sole captive user of the plant.
- viii. In past, the Petitioner had been a consumer of MSEDCL. Accordingly, as per principles laid down under the Order dated 12 September 2018 in Case No. 195 of 2017, the Petitioner is entitled to pay Additional Surcharge to MSEDCL.

8.3 In response, the advocate for the Petitioner stated that:

- i. MSEDCL's assertion about a need to have 100% equity in the captive power plant is in a way challenge to the Electricity Rules 2005 and MSEDCL, through the present Petition filed by the Petitioner, cannot raise such challenge.
- ii. The copy of the PPA, based on which MSEDCL is challenging the captive status of the present arrangement, had been filed by the Petitioner along with the OA Application and thus, MSEDCL was aware of the factual status of the arrangement since beginning.
- iii. It appears that MSEDCL is intending to levy CSS on all such arrangements across the State, that too, on retrospective basis.



The ruling of the Commission in Order dated 12 September 2018 in Case No. 195 of 2017 directing levy of Additional Surcharge on consumers of Group Captive Power Plant, had been set aside by the Hon'ble ATE vide its Order dated 27 March 2019. Although the operation of aforesaid Order of the Hon'ble ATE has been stayed by the Hon'ble Supreme Court, the Order passed by the Hon'ble ATE has not been set aside.

- v. The Electricity Rules, 2005 have provided the criteria of minimum 26% equity to be held by the captive users and minimum 51% consumption by the captive users as the requirement to be fulfilled by the captive power plant and no additional criteria can be imposed on such captive power plants. Also, all the captive users can collectively meet the requirement of minimum 26% equity and there is no requirement to have 100% equity in the plant.
- vi. The Electricity Rules, 2005 provides that captive power plant can be set up by the association of persons. The Rules also state that the captive power plant can be owned by a company formed as special purpose vehicle for such power plant.
- vii. If dispute arises on fulfillment of criteria prescribed in the Electricity Rules 2005, the Parties approach the Commission for resolution of dispute related to determination of captive status.

8.4 Advocate of MSEDCL stated that:

- i. As per Order of the Hon'ble Supreme Court, the operation and implementation of the Order dated 27 March 2019 passed by the Hon'ble ATE has been stated meaning thereby the Order dated 27 March 2019 of ATE does not exist.
- ii. The concept of Group Captive Power Plant is neither provided in the EA nor in the rules and this concept has evolved over the period of time.

8.5 The Commission directed the Parties to file their respective written submissions within seven days.

9. **The Petitioner, in its written submissions dated 11 May 2021, stated as under:**

9.1 The legality of the levy of Additional Surcharge by MSEDCL on the captive consumption of electricity by the Petitioner is the key issue to be decided in the present Petition.

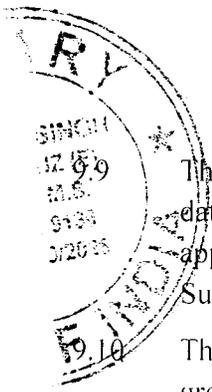
9.2 The undisputed facts of the present Case are as under:

- i. The Petitioner, which holds more than 26% of the equity shareholding with voting rights in the Generating Plant of Respondent No. 2, fulfils the condition as provided in Rule 3(1)(a)(i) of the Electricity Rules, 2005.
- ii. The Petitioner by itself consumes entire 100 % of electricity generated from the Generating Plant of the Respondent No. 2, fulfilling the condition as provided in Rule 3(1)(a)(ii) of the Electricity Rules, 2005.
- iii. No other person claims captive consumption from the generating station of the Respondent No. 2.



iv. The Petitioner has taken Medium Term Open Access for the captive consumption. The Petitioner by itself fulfils the captive conditions and qualifies as a captive consumer. The Respondent No. 2 qualifies as a captive power plant. The Respondent No. 2 is not a group captive power plant having multiple consumers. It is in the above factual background that the legality of the levy of Additional Surcharge by MSEDCL on the Petitioner needs to be considered by the Commission.

- 9.4 The Additional Surcharge was held to be applicable on the consumption of electricity by the group captive consumers of the group captive power plants vide Order dated 12 September 2018 passed by the Commission in Case No. 195 of 2017. In the said Order, the Commission had identified the group captive power plants as those where equity shareholding keeps changing frequently in order to maintain 26% equity under the Electricity Rules, 2005 and such frequent change in consumer mix leads to stranded capacity on short term open access. In view of the above, the Commission directed the levy of Additional Surcharge on captive users of the group captive power plants.
- 9.5 The Commission had decided to levy Additional Surcharge only on the captive users of group captive power plants. This was stated to be because of frequent changing of captive users of group captive power plants.
- 9.6 The above Order was challenged before the Hon`ble ATE in Appeal Nos. 311 and 315 of 2018. The Appeals were filed by M/s JSW Energy Ltd. and M/s Sai Wardha Power Generation Limited, both of which were group captive power plants having multiple captive consumers. By its Judgement dated 27 March 2019, the Hon`ble ATE had set aside the Order of the Commission and held that no distinction can be made between a captive power plant having a single consumer and a group captive power plant having multiple consumers. The Hon`ble ATE had, *inter-alia*, held as under:
- “88. In the light of the above discussion and reasoning, we are of the opinion that there cannot be any distinction between an individual captive consumer and group captive consumers or original captive consumers and converted captive consumers. For the above mentioned reasons, the above appeals deserve to be allowed and accordingly allowed. The impugned order dated 12.09.2018 passed by Maharashtra Electricity Regulatory Commission is hereby set aside.”*
- 9.7 The Hon`ble Supreme Court has stayed the operation of the above ATE Order. The interim Order of stay of the Hon`ble ATE would only mean that the execution proceedings pursuant to the direction of the Hon`ble ATE would remain stayed and not that the Order of the Hon`ble ATE itself ceases to exist in law. Reference may be made to the decision of the Hon`ble Supreme Court in the case of *Shri Chamundi Mopeds Ltd. v. Church of South India Trust Association*.
- 9.8 In any event, the said issue itself would not arise in the present case as even by the above Order of the Commission dated 12 September 2018, the levy of Additional Surcharge was restricted only to the group consumers of the group captive power plants and not to power plants such as the Respondent No. 2, which is a single consumer power plant.



This was also specifically clarified and reiterated by the Commission in its Tariff Order dated 30 March 2020, wherein the Commission has specifically continued the application of the earlier Order dated 12 September 2018 regarding levy of Additional Surcharge on the consumers of the group captive power plants.

Thus, it is abundantly clear that the levy of Additional Surcharge is restricted only to group captive consumers of the group captive power plants and not the single captive consumers of a generating station.

9.11 The above position in law is in fact not even disputed by MSEDCL. In this regard, MSEDCL in the two replies filed before the Commission in the present case, has not disputed the fact that the levy of Additional Surcharge is only on the group captive consumers of the group captive power plants. The only objection taken by MSEDCL in its replies are as under:

- i. The Petitioner, in its application has selected the option of 'group captive' and therefore, being group captive in nature, the levy of Additional Surcharge is correct in the present case.
- ii. The Petitioner is a separate legal entity from the Respondent No. 2 and Tariff consideration is being paid by the Petitioner for electricity taken from the Respondent No. 2. Therefore, the arrangement does not qualify as captive at all and is non-captive in nature. MSEDCL thus, has contended that the OA granted by MSEDCL to the Petitioner under Section 9 of the EA should be converted to Section 10 of the EA.

9.12 The above contentions raised by MSEDCL are ex-facie erroneous and liable to be rejected.

9.13 On the 1st issue, the Petitioner has already explained that the nomenclature selected as 'group captive' was a mistake and cannot and does not alter the nature of the power plant for the captive consumption. The factual position of the nature of the power plant of the Respondent No. 2 and of the Petitioner being the sole captive consumer remains the same and was in the knowledge of MSEDCL right from the beginning. All the conditions for being a Captive Power Plant in terms of Rule 3 of the Electricity Rules have been fulfilled by the Respondent No. 2 and the Petitioner.

9.14 The Petitioner is the sole captive consumer of the generating station and the Petitioner by itself holds more than 26% of the equity shareholding with voting rights in the generating station of the Respondent No. 2. This was also made abundantly clear in the OA application sought for and granted by MSEDCL, which is for the entire capacity of the generating station of the Respondent No. 2. There is also no other OA application made for captive consumption from the said generating station.

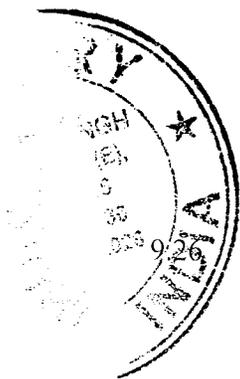
9.15 In fact, the OA in the present case is Medium Term Open Access, and not STOA. The decision of the Commission regarding levy of Additional Surcharge on group captive was on the basis of frequent change in consumer mix, which does not arise in the present case.



This being the factual position, merely because the nomenclature, inadvertently used as 'group captive', does not change the nature of the power plant or the nature of the captive consumption of the Petitioner.

The well-settled legal position that the nomenclature used is not determinative of the nature of the transaction has been reiterated by the Hon'ble Supreme Court in the matter of *Faqir Chand Gulati v. Uppal Agencies (P) Ltd.*, (2008) and *Mathai Samuel v. Eapen Eapen*, (2012) 13 SCC 80.

- 9.18 In view of above, the first objection raised by MSEDCL regarding the nomenclature used in the OA application is erroneous and is liable to be rejected.
- 9.19 MSEDCL has taken 2nd contention that since there are two different legal entities, namely the Petitioner and the Respondent No. 2, there cannot be any captive consumption at all. This contention is ex-facie erroneous. This in fact amounts to challenge to the Electricity Rules, 2005 by MSEDCL, for which the Commission is neither the forum, nor can MSEDCL can make such contentions as a respondent in the present Petition.
- 9.20 The Electricity Rules, 2005 provides that a shareholder holding a minimum of 26% shares in a company can consume electricity as a captive consumer. The said condition is duly fulfilled in the present case.
- 9.21 The very fact that the Electricity Rules, 2005 provides that holding of 26% shareholding in another company would qualify as captive consumption, itself presupposes two separate legal entities, namely one entity which has issued the shares and owns the generating station and the other entity which is a shareholder. If the contention of MSEDCL is to be accepted, the very Rule 3 providing for 26% shareholding as a condition for captive consumption is to be set aside, which obviously cannot be the position.
- 9.22 The entire country has operated on the basis of Rule 3 for sixteen years now including MSEDCL and this obviously cannot be a stage for MSEDCL to indirectly challenge the Rule itself, particularly in the present proceedings before the Commission.
- 9.23 Even otherwise the contention of MSEDCL is absurd. It is the contention of MSEDCL, that since there is a consideration paid by the Petitioner for electricity to the Respondent No. 2, the consumption cannot be captive consumption. By the contention of MSEDCL, captive consumption can only be where there is supply of electricity free of cost and not for any consideration.
- 9.24 Electricity can never be given free of cost, as there is always an economic consideration for electricity. Even when a company itself owns the generating station and also consumes the electricity for its own use, electricity is obviously not free of cost and economic value is always attached to electricity. The Electricity Rules only provide that a shareholder can also consume electricity as captive consumer, provided the shareholder holds at least 26% of the equity shares with voting rights in the company.
- 9.25 Further, there has to be a cost that is to be attributed for the electricity consumed, for various purposes such as tax, transfer pricing of electricity etc. However, merely



because the commercial value is assigned to the electricity, it does not make the electricity non-captive. The EA does not provide that electricity is to be given free of cost in case of captive consumption.

To this extent, the EA and Electricity Rules, 2005 make a deviation from the position under Company Law that a shareholder is not the owner of the assets of the company. Under the Electricity Rules, a 26% shareholder is deemed to be the owner of the company to take electricity as a captive consumer.

- 9.27 This aspect has also been considered by the Hon'ble ATE in its decision in Appeal Nos. 311 and 315 of 2018.
- 9.28 The only issue in the present case is whether the Respondent No. 2 qualifies as a group captive power plant. This is obviously not the case and has in fact not even been disputed by MSEDCL in the replies filed. A group captive power plant is one where there are numerous captive consumers. This is in the nature of an association of persons.
- 9.29 In fact, the Electricity Rules only provide for an association of persons, wherein multiple consumers can come together to form an association of persons and hold 26% of the ownership and consume electricity to the extent of minimum 51% of the generation in proportion to their ownership in the power plant.
- 9.30 This principle of joint ownership and proportionality is not provided for in a company formed as a Special Purpose Vehicle (SPV). It is only by the decision dated 22 September 2009 of the Hon'ble ATE in the case of "*Kadodara Power Limited vs. Gujarat Electricity Regulatory Commission*", in Appeal No. 171 of 2008, that the Hon'ble ATE had considered a group captive power plant also in the nature of an association of persons and applied the rule of proportionality. In this regard, the Hon'ble ATE had, *inter alia*, held as under:

"09) The Commission held that consumption of electricity by the aforesaid companies be treated as sale by a generating company to a consumer through open access. The general finding of the Commission can be found in paragraph 12 of the impugned order which can be extracted as under:

"[12]As noted earlier, in accordance with the Electricity Rules, 2005 notified by the Ministry of Power, the group CGPs are required to fulfill certain conditions. According to these rules, a group CGP may be an association of persons, a company or a co-operative society. The rules also envisage that the company set up for holding, constructing and operating group captive called special purpose vehicle (SPV) will undertake no other business or activity.

The members of the group captive (as shareholders) have to own at least 26% of the share capital. Further they have to consume in aggregate not less than 51% of the power generated by the group CGP. In addition, the captive power or the captive generation has to be consumed by the members in proportion to their share capital with ± 10% variation. These conditions have to be met with on annual basis in each financial year. If these conditions are not met with, then the entire power supplied to the



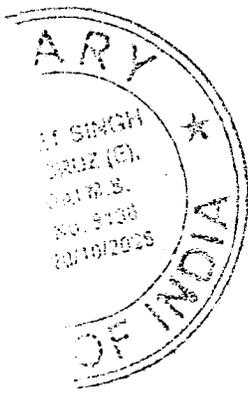
members will be treated as if it were supplied from a generating company. If these conditions are violated, two consequences will follow: [1] electricity duty will be payable on the whole of the generation consumed by the members; and [2] cross subsidy surcharge plus additional charges of open access as prescribed by the Commission will have to be paid on the entire consumption.”

.....

12) The appellants in appeal No. 171 of 2008 contend that the special purpose vehicle is not an association of persons and therefore, for them it will be sufficient compliance of Rule 3 if they comply with the requirement of consumption of 51% of the total generation. According to them the Rule of Proportionality of consumption and ownership prescribed for association of persons is not attracted to the case of a special purpose vehicle. These appellants have also challenged the manner in which the proportionality of consumption and generation by the members of the special purpose vehicles has been assessed by the Commission.

.....

15) The question has arisen because the word 'association of persons' is not defined anywhere in the Act or in the Rules. The proviso to Rule 3 (1)(a)(ii) makes two special conditions for cooperative societies and association of persons. If the CGP is held by a person it is sufficient that the person consumes not less than 51% of the aggregate electricity generated in such plant. In case the plant is owned by a registered cooperative society then all the members together have to collectively consume 51% of the aggregate electricity generated. In case the CGP is owned by an association of persons the captive users together shall hold not less than 26% of the ownership of the plant in aggregate and shall consume not less than 51% of the electricity generated in proportion to their shares of the ownership of the plant within a variation not exceeding + 10%. A special purpose vehicle is a legal entity owning, operating and maintaining a generating station with no other business or activity to be engaged in by the legal entity. Now if three companies need to set up the power plant primarily for their own use they can come together and form another legal entity which may itself be a company registered under the Companies Act. This company may set up a power plant. In that case the company formed by three different companies would become a special purpose vehicle. If a company which is a special purpose vehicle is one person then all that is necessary is that this company should consume 51% of the generation. However, if it is treated as association of persons apart from a condition of consuming minimum 51% of its generation the three shareholders will also have to consume 51% of the generation in proportion to their ownership in the power plant. It is contended on behalf of some of the appellants before us who are special purpose vehicles that they are not an association of persons and accordingly it is only necessary for them to consume 51% of their generation collectively without adhering to the Rule of proportionality of consumption to their share. This does not appear to us to be the correct view. Section 2(8) of the



Act, as extracted above, says that a captive generating plant may be set up by any person and includes the power plant set up by any cooperative society or association of persons. Mr. M. G. Ramachandran contends that going by this definition if the special purpose vehicle is not an association of persons it cannot set up a captive generating plant because the definition does not mention any person other than a cooperative society and association of person. There is small flaw in the argument of Mr. M. G. Ramachandran in as much as the definition of captive generating plant is inclusive. In other words, the captive generating plant may be set up by any person including a cooperative society or association of persons. In other words, the person to set up a generating plant may be somebody who does not fulfil the description of either a cooperative society or association of persons. Nonetheless, reading the entire Rule 3 as a whole it does appear to us that a CGP owned by a special purpose vehicle has to be treated as an association of person and liable to consume 51% of his generation in proportion to the ownership of the plant.

.....

16) In case the special purpose vehicle was not required to maintain the rule of proportionality of consumption, the Central Government could have specifically mentioned the same just as it has done for a cooperative society. The Rule having not exempted a special purpose vehicle from the requirement of consuming 51% of the generation in proportion to the ownership of the persons forming the special purpose vehicle as has been done in the case of cooperative society it will only be rational and logical to hold that a special purpose vehicle is also subject to the rule of proportionality of consumption to the percentage share of ownership as an 'association of persons'."

- 9.31 In the above case, multiple consumers having shareholding in the same power plant and consuming electricity as captive consumers were considered as an association of persons, for which purpose the principle of proportionality was made applicable.
- 9.32 In the present case, the Petitioner is the only captive consumer, and the question of proportionality also does not arise, which arises in the case of a group captive power plant.
- 9.33 In the above decision of *Kadodara*, the Hon'ble ATE had also held that the captive consumers can transfer the shares from time to time.
- 9.34 In fact, the above reason, namely that there are changes in shareholding of the group captive power plants from time to time to meet the captive criteria, was the basis for the Commission to direct the levy of Additional Surcharge on group captive consumers of the group captive power plants in the Order dated 12 September 2018 in Case No. 195 of 2017.
- 9.35 Though not raised by MSEDCL in its replies filed, a contention was sought to be made in the hearing that a power plant would be a group captive power plant if the captive consumer holds less than 100% shareholding in the company. This contention is also absurd.

- 9.36 The Electricity Rules, 2005 make no distinction on a shareholder holding 100% shares, 50% shares or for that matter any quantum of shares more than 26% for the purposes of captive consumption.
- 9.37 The shareholder, holding 26% or more shareholding in a generating company is entitled to consume the entire electricity as captive consumption. The quantum of shareholding above 26% is irrelevant to consider the nature of the consumption as captive consumption.
- 9.38 A group captive power plant, as was considered in the *Kadodara* case by the Hon'ble ATE and also in Case No. 195 of 2017 by the Commission, is where there are multiple captive consumers, who in aggregate hold 26% shareholding and collectively consume minimum of 51% generation.
- 9.39 A group is where there are two or more consumers. In the present case, it is not understood as to how it would be a group captive power plant, when there is only one captive consumer who by itself satisfies both the conditions as prescribed in Rule 3 of the Electricity Rules, 2005.
- 9.40 The fact that the Petitioner by itself holds more than 26% shareholding in the Respondent No. 2 generating company and the Petitioner being the sole captive consumer of the electricity generated by the Respondent No. 2 is not disputed.
- 9.41 In the facts and circumstances mentioned above, it is respectfully submitted that the levy of Additional Surcharge by MSEDCL on the captive consumption of electricity by the Petitioner is erroneous and is liable to be quashed. The Petitioner is entitled to refund of Additional Surcharge paid together with interest thereon.
10. **MSEDCL, in its written submissions dated 12 May 2021, stated as under:**
- 10.1 As argued by MSEDCL during the hearing dated 4 May 2021, without prejudice to objections raised by MSEDCL vide its "Affidavit in Reply on Merits" dated 27 April 2021, on the issue of "*Whether the Petitioner can avail open access under Section 9 of Electricity Act, 2003 at all in view of specific facts and circumstances*"?, and assuming without admitting that the said proposition is rejected by the Commission, MSEDCL would like to raise the below mentioned question of law for a separate and independent adjudication and determination by the Commission:
- Whether the Petitioner can be treated as a "Captive Consumer" or it has to be treated as a "Group Captive Consumer" in view of specific facts of the case:***
- 10.2 It is an admitted position that the Petitioner being a consumer has invested 26% equity in the generating company.
- 10.3 The generating company and the Petitioner are two separate entities. Hence, the present set-up is one wherein two separate entities are involved. In such a scenario, the present arrangement can only be termed as "Group Captive".
- 10.4 The Petitioner in its Rejoinder dated 5 April 2021 has stated as under:
- "It is stated that when the Petitioner was applying for open access with MSEDCL, the Petitioner was (incorrectly) advise that only those consumers who have their*



generating stations set up in their premises and completely own the said generating station by holding 100% shareholding of the said generating station fall within the definition of a "Captive Power Plant" and therefore all other captive users out to choose the option of "Captive Group Plant".....

10.5 While MSEDCL clarifies that no such opinion was given to the Petitioner by MSEDCL, however, the said opinion is correct to the extent that whoever has 100% shareholding of the generating station is termed as "Captive Power Plant". In the present case, the Petitioner only has 26% shareholding in Respondent No. 2. Hence, at the cost of repetition, MSEDCL reiterates that the generating company and the Petitioner are two separate entities. Hence, the present set-up is one wherein two separate entities are involved and can only be termed as "Group Captive".

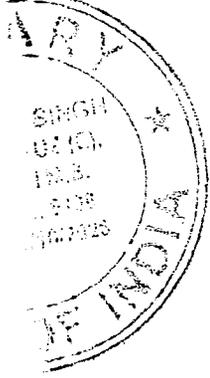
10.6 The above position is also clear from the ruling of the Commission in its Order dated 12 September 2018 in Case No. 195 of 2017 wherein the Commission has held as under:

9.38.19. *Though, the Commission has specifically provided exemption of Additional Surcharge in the MYT Order for Captive Users of CPPs to the extent of their self-consumption from such Plants, the Commission noted that frequently changing captive users of GCPP was leading to stranded contracted capacity of Distribution Licensee. Such captive users are very different from static captive users of original Captive Power Plants as the latter have ceased to be consumers of Distribution Licensees having created their own permanent power requirement through captive mode. There is no power planning needed for such static captive users as against frequently switching users of group captive power plants for whom the power supply is planned and therefore becomes a stranded capacity. Such Group Captive users become liable to same Additional Surcharge due to stranded capacity as applicable to other open access consumers.*

9.38.20. *It is brought to the notice of the Commission that most of the GCPP users avail Open Access under short term basis. The GCPP matrix also keeps on changing frequently in order to meets 26 % equity criteria under Electricity Rules, 2005. Equity is apparently purchased as preferential share at a nominal cost. Hence, change in the consumer mix whereby Consumers switching out of GCPP matrix leads to stranded capacity on Short Term Open Access (STOA) as the quantum of power keeps changing as per the fluctuating number of GCPP users.*

9.38.21. *If there is stranded capacity created on account of such Consumers switching to Open Access Group Captive arrangement, the Additional Surcharge as determined by the State Commission shall be payable by such Captive Open Access users who are already factored in power procurement plan of Distribution Licensees.*

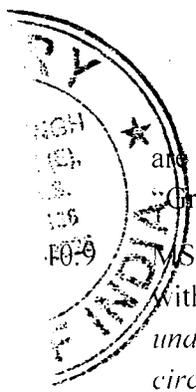
9.38.22. *With the increase in this GCPP based OA transactions, the obligation of the Distribution Licensee in terms of power purchase commitments has been and*



shall continue to be stranded, and there will be an unavoidable obligation and incidence to bear the fixed costs consequent to such commitments. Such fixed cost of power purchase has to be expected to be incurred with reasonable certainty, and also that such fixed cost of power purchase cannot be recovered from OA Consumers through Wheeling Charges or Stand-by Charges alone.

- 9.38.23. *The Commission is of the considered view that, unless such fixed costs due to stranded capacity are recovered from OA Consumers, this burden would be unjustly loaded onto other Consumers of Distribution Licensee. The Commission believes it would be unfair and unwarranted to pass such burden of fixed cost recovery of such stranded cost to other Consumers through consequent tariff hike.*
- 9.38.24. *The Commission is of the view that, under the circumstances and in pursuance of Regulation 14.8 of the DOA Regulations, 2016, there is a case for recovery of the part of fixed cost towards the stranded capacity arising from the power purchase obligation through levy of Additional Surcharge from OA Consumers including the Group Captive Consumers who have availed such arrangement henceforth.*
- 9.38.25. *Accordingly, the Commission has determined the two categories of captive users who procure power from CGP's viz., (a) Original Captive Users (who were never consumers of Distribution Licensee) and (b) Converted Captive Users (who subsequently switchover to GCPP mode). The Original Captive Users are the Users who have been procuring power originally under the captive mode and whose demand has not been included in the power procurement plan of Distribution Licensee whereas Converted Captive Users are the Users who prior to issue of this Order were Consumers of Distribution Licensee and who have opted to procure power under Group Captive arrangement, creating stranded capacity for Distribution Licensee.*
- 9.38.26. *In view of the above the Commission holds that Additional Surcharge shall be applicable to Captive Users of Group Captive Power Plants; in addition to Open Access consumers.*

- 10.7 The Petitioner was an erstwhile consumer of MSEDCL who has switched to OA for the first time in the year 2021. Moreover, the generating company and the Petitioner are two separate entities. Hence, the present set-up is one wherein two separate entities are involved. MSEDCL most respectfully submits that in such a scenario, the present arrangement can only be termed as "Group Captive".
- 10.8 The concept of Group Captive does not find its place either in the EA or the Electricity Rules, 2005 and has evolved as a concept over a period of time. The Petitioners concept of "Group Captive" to only mean a situation where there are more than one consumer is flawed as different generator and a different single consumer investing 26% would also be "Group Captive". In the most respectful submission of MSEDCL, where there



are more than two separate entities involved in a transaction, it has to be termed as a "Group Captive" arrangement.

MSEDCL once again clarifies that the present issue has been raised by MSEDCL. Without prejudice to the other issue of "Whether the Petitioner can avail open access under Section 9 of Electricity Act, 2003 at all in view of specific facts and circumstances", which has been raised by MSEDCL vide its "Affidavit in Reply on Merits" dated 27 April, 2021.

- 10.10 MSEDCL further requested the Commission to deal with both the legal issues separately and independently. It is further clarified by MSEDCL, that in case the first issue raised by MSEDCL vide its "Affidavit in Reply on Merits" dated 27 April, 2021 is decided in favor of MSEDCL then the other issue may not require adjudication. However, if the first issue is decided against MSEDCL, then the present issue raised through the present "Written Submissions" would require adjudication by the Commission.
- 10.11 In view of the above, it is most respectfully prayed that the Commission may graciously be pleased to dismiss the Petition filed by the Petitioner being time barred as well as devoid of merits.

Commission's Analysis and Rulings:

11. Present Petition has been filed by Exide Industries Ltd. challenging the levy and recovery of Additional Surcharge by MSEDCL on the captive consumption of electricity by the Petitioner. It is the claim of the Petitioner that it is a sole captive user of the Power Plant with it holding 27.19% equity shareholding in the power plant and therefore it is a consumer of non-group captive power plant as per provisions of Electricity Rules 2005. According to the Petitioner, such levy and recovery of the Additional Surcharge is illegal as in terms of the ruling of the Commission in Case No. 195 of 2017, the Additional Surcharge is leviable only on the consumers of group captive power plants and not on the individual or non-group captive power plant.
12. The Commission notes that Regulation 8.5 of the MERC (Distribution Open Access) Regulations, 2016 provides the documents to be submitted along with the OA Application. The relevant Regulation reads as under:

" 8.5. The Application shall be accompanied by the following documents also, where applicable:

- *Consent from Seller if Buyer is the Applicant, or consent from Buyer if Seller is the Applicant*
- **Copy of Supply Agreement**
- *Proof of payment of Application fee*
- *Copy of Trading Licence*
- *Copy of relevant documents from the Power Exchange if power is sought through a Power Exchange (Registration/ Membership details, Member-Client agreement, etc.)*

• *Copy of Memorandum of Association and Chartered Accountant's certificate of shareholding pattern, if power is sought under captive mode*

• *SEM commissioning certificate, if already installed "*

Thus, as per the aforesaid Regulation, a copy of the power purchase/supply agreement is required to be submitted along with the OA Applications.

14. From the documents submitted along with the Petition, it is not clear as to whether the power purchase agreement had been submitted along with the OA Applications, however the Petitioner has stated that the copy of the PPA had been submitted along with the OA Applications. MSEDCL has also granted the OA to the Petitioner as sought. Hence, the Commission presumes that the copy of the PPA had been a part of the OA Applications of the Petitioner.
15. It is observed that at the time of grant of OA, MSEDCL had not raised any dispute on the Petitioner's status of being a consumer of captive power plant citing existence of PPA between the Petitioner and the Respondent No. 2, which is being raised by MSEDCL now in present Petition.
16. Now, only when the present Petition is filed by the Petitioner, MSEDCL has raised a principal issue objecting to the captive status of the Plant of the Respondent No.2. It is pertinent to note that this principal issue was not raised by MSEDCL, during its preliminary reply. MSEDCL, has raised the principal issue only in its subsequent reply which was filed after submission of additional documents by the Petitioner.
17. MSEDCL, while raising the principal issue, has stated that there is no concept of "Sale and Purchase" of power in captive transaction which is meant for self-use only. Since there is "Sale and Purchase" of power happening between Petitioner and Generator under the camouflage of "Group Captive/Captive Generation", the Commission should hold and declare that the commercial arrangement of the Petitioner is not falling under the purview of Section 9 of the EA (i.e., captive arrangement).
18. The Commission is of the view that the issue raised by MSEDCL is not limited to the Parties to the present proceeding i.e. the Petitioner, MSEDCL and Respondent No. 2. The Petitioner has raised its individual dispute with MSEDCL about levy of Additional Surcharge. However, MSEDCL has interpreted EA provisions to claim that if there is a purchase and sale of electricity, such arrangement cannot be treated as a captive arrangement as envisaged under the EA. While MSEDCL has every right to raise its contentions, the Commission is of the opinion that if it decides to adjudicate this issue, the outcome of the adjudication (which may be in favour of captive consumers or MSEDCL) may impact other captive consumers in the State. The issue raised by MSEDCL is generic in nature and may have wider implications on the existing as well as future cases of captive arrangement.
19. The issue raised by MSEDCL might have merit, but in view of the principle of natural justice, it would not be appropriate to deal with the issue through present Petition in a standalone manner in absence of the affected parties i.e. rest of the captive consumers in the State.



In light of the above, the Commission is not inclined to address the issue raised by MSEDCL in the present proceeding. MSEDCL is at liberty to file a separate Petition (making the captive consumers, the Respondents to the Petition) where the issue raised by MSEDCL could be adjudicated in a holistic manner vis-à-vis the relevant provisions of the EA, Electricity Rules 2005 and the Open Access Regulations notified by the Commission.

21. Thus, there remains the limited issue to be decided by the Commission about the type of captive arrangement between the Petitioner and the Respondent No. 2, whether it is non-group captive arrangement/individual captive arrangement or a group captive arrangement, for levy of ASC. The Petitioner's claim is that it is a consumer of an individual captive power plant by holding minimum 26% equity shares with voting rights in solar power plant (i.e. CSE Solar Sunpark) and consuming 100% electricity generated by the power plant as per the provisions of Electricity Rules 2005. Apparently, although MSEDCL has raised questions on the Petitioner's captive status itself, MSEDCL appears to have no dispute on the Petitioner's averment that it is a sole captive consumer of the Respondent No. 2.
22. However, MSEDCL has claimed that where the captive consumer has 100% shareholding in the generating station, only such arrangement can be termed as non-group Captive Power Plant. In the present case, the Petitioner has only 27.16% shareholding in Respondent No. 2. Hence, the generating company and the Petitioner are two separate entities, and the present set-up is the one wherein two separate entities are involved. Hence such arrangement can only be termed as "Group Captive". MSEDCL has also stated that the Petitioner was an erstwhile consumer of MSEDCL who has switched to OA for the first time in the year 2021 and hence it is entitled to pay the Additional Surcharge.
23. In response, the Petitioner has stated that MSEDCL's argument amounts to challenge to the Electricity Rules, 2005 by MSEDCL, for which the Commission is neither the forum, nor can MSEDCL make such contentions as a respondent in the present Petition. The very fact that the Electricity Rules, 2005 provide that holding of 26% shareholding in another company would qualify as captive consumption, itself presupposes two separate legal entities, namely one entity which has issued the shares and owns the generating station and the other entity which is a shareholder. If the contention of MSEDCL is to be accepted, the Rule 3 providing for 26% shareholding as a condition for captive consumption is to be set aside, which obviously cannot be the position. A group captive power plant is one where there are numerous captive consumers. This is in the nature of an association of persons. In fact, the Electricity Rules only, provide for an association of persons, wherein multiple consumers can come together to form an association of persons and hold minimum 26% of the ownership and consume electricity to the extent of minimum 51% of the generation in proportion to their ownership in the power plant.
24. It is observed that and as rightly pointed out by MSEDCL, group captive power plant arrangement is not defined under the EA and has evolved over the period of time as per the provisions of Electricity Rules 2005. However, as prescribed by the Electricity



Rules 2005, if the multiple users of a power plant (holding minimum 26% equity in the power plant in an aggregate manner) consume minimum 51% of the electricity consumed in the Power Plant in proportionality of their equity shareholding, then such arrangement qualifies to be a captive arrangement. The relevant extract of the Electricity Rules 2005 is given below:

"3 . Requirements of Captive Generating Plant. -

(1) No power plant shall qualify as a 'captive generating plant' under section 9 read with clause (8) of section 2 of the Act unless-

(a) in case of a power plant –

(i) not less than twenty six percent of the ownership is held by the captive user(s), and

(ii) not less than fifty one percent of the aggregate electricity generated in such plant, determined on an annual basis, is consumed for the captive use:

Provided that in case of power plant set up by registered cooperative society, the conditions mentioned under paragraphs at (i) and (ii) above shall be satisfied collectively by the members of the co-operative society;

Provided further that in case of association of persons, the captive user(s) shall hold not less than twenty six percent of the ownership of the plant in aggregate and such captive user(s) shall consume not less than fifty one percent of the electricity generated, determined on an annual basis, in proportion to their shares in ownership of the power plant within a variation not exceeding ten percent;

(b) in case of a generating station owned by a company formed as special purpose vehicle for such generating station, a unit or units of such generating station identified for captive use and not the entire generating station satisfy (s) the conditions contained in paragraphs (i) and (ii) of sub-clause (a) above including

- Explanation :-

(1) The electricity required to be consumed by captive users shall be determined with reference to such generating unit or units in aggregate identified for captive use and not with reference to generating station as a whole; and

(2) the equity shares to be held by the captive user(s) in the generating station shall not be less than twenty six per cent of the proportionate of the equity of the company related to the generating unit or units identified as the captive generating plant.

Illustration: In a generating station with two units of 50 MW each namely Units A and B, one unit of 50 MW namely Unit A may be identified as the Captive Generating Plant. The captive users shall hold not less than thirteen percent of the equity shares in the company (being the twenty six percent proportionate to Unit A of 50 MW) and not less than fifty one percent of the electricity



generated in Unit A determined on an annual basis is to be consumed by the captive users.

(2) It shall be the obligation of the captive users to ensure that the consumption by the Captive Users at the percentages mentioned in sub-clauses (a) and (b) of sub-rule (1) above is maintained and in case the minimum percentage of captive use is not complied with in any year, the entire electricity generated shall be treated as if it is a supply of electricity by a generating company.

Explanation.- (1) For the purpose of this rule.-

a. "Annual Basis" shall be determined based on a financial year;

b. "Captive User" shall mean the end user of the electricity generated in a Captive Generating Plant and the term "Captive Use" shall be construed accordingly;

c. "Ownership" in relation to a generating station or power plant set up by a company or any other body corporate shall mean the equity share capital with voting rights. In other cases ownership shall mean proprietary interest and control over the generating station or power plant;

d. "Special Purpose Vehicle" shall mean a legal entity owning, operating and maintaining a generating station and with no other business or activity to be engaged in by the legal entity."

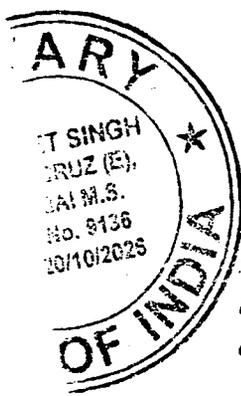
[Emphasis added]

25. Thus, it is evident from the aforesaid rules that there can be multiple users or association of persons of a single captive power plant which can hold minimum 26% equity in a collective manner. The other criteria regarding consumption of minimum 51% of electricity generated from the power plant and the criteria for proportionality is examined at the end of the year to ascertain the captive status of the power plant. It is also seen that the Rules also allow even a single captive user with minimum equity shareholding of 26% in the power plant to be a captive user of the plant which can consume minimum 51% energy generated from the power plant.

26. The Hon'ble ATE in its judgment dated 17 May 2019 in Appeal No. 02 of 2018 & IA Nos. 10, 1096 & 1283 of 2018 and Appeal No. 179 of 2018 (M/s Prism & M/s BLA Power v/s MPERC) held that Unit-1 of M/s. BLA is a CGP with M/s. Prism as its captive user as the twin-conditions as per Rule 3 of Electricity Rules 2005 are met by M/s. Prism and M/s. BLA in terms of Unit-1. The relevant part of the ruling is as under:

"9.14 Having found that M/s BLA is an SPV in accordance with Rule 3 and both Appellants having identified Unit-1 of M/s BLA for captive use, it is required to be examined if the two conditions imposed in Rule 3 are met by the Appellants in context of the said Unit-1. It is the contention of both the Appellants that they have fully satisfied the twin conditions in accordance with Rule 3.

(i) In regard to the satisfaction of Rule 3(1)(a)(i) pertaining to M/s Prism owning not less than 26% of the proportionate equity of M/s. BLA related to Unit-1, the Appellants have submitted a certificate from the chartered accountant confirming



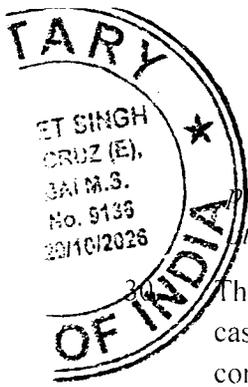
92

that M/s Prism own 30.46% of proportionate equity share capital pertaining to Unit-1 of M/s BLA as on 7 June 2016. The counsel for the Appellants confirm that these shares are equity shares with voting rights. The counsel for Respondents do not dispute this. **Hence it is found that the Appellants comply with the first condition of Rule 3.**

(ii) In regard to the satisfaction of Rule 3(1)(a)(ii) pertaining to 51% of the electricity generated in Unit-1 on annual basis to be consumed for captive use, **it is submitted by the Appellants that in terms of the PSA, M/s BLA's Unit-1 has to supply 63.92% of its capacity to M/s Prism for captive use. Further M/s Prism has submitted that for the period 22.06.2016 (i.e. start of captive supply) to 31.03.2017, they had actually captively consumed 94.55% of the power generated from Unit-1. None of the contesting respondents have disputed this. Hence it is found that the Appellants duly comply with the second condition of Rule 3 also.**

In light of the above, we are of the view that the twin-conditions of Rule 3 are complied with by the power plant (Unit-1 of M/s BLA) with M/s Prism as the Captive User." [Emphasis added]

27. After examining the Electricity Rules, 2005 and above cited Hon'ble ATE Judgment, the Commission is of the view that the group captive arrangement would be the arrangement wherein there are multiple users of the given captive power plant such as association of persons, registered co-operative society or Special Purpose Vehicle. Therefore, it is difficult to accept the submission of MSEDCL that if there are two different entities, one generator and one captive user, such arrangement has to be treated as group captive arrangement. The Commission agrees with the submission of the Petitioner that the Rules itself presupposes two separate legal entities, namely one entity which has issued the shares and owns the generating station and the other entity which is an equity shareholder/captive user. The Commission notes that it is an admitted fact that the Petitioner is a sole consumer or captive user of the Power Plant of the Respondent No. 2 and owning not less than 26% equity in the Power Plant established by Respondent No. 2. Entire 100% electricity generated in the Power Plant of the Respondent No. 2 is getting consumed by the Petitioner and comply with the minimum 51% consumption criteria. Hence, the Commission finds that twin-conditions of Rule 3 are complied with by the Respondent No. 2 with Petitioner i.e., M/s Exide Industries Ltd., as the Captive User.
28. It is also pertinent to note that the Petitioner is a single legal entity and is having manufacturing facilities at three different locations in MSEDCL's area of supply. Each manufacturing facility has been assigned a separate consumer number by MSEDCL.
29. The Commission notes that the "Consumer" has been defined under the EA as under.
- "consumer" means any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the*



purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;”

Thus, in terms of the above definition, there are three different consumers in the present case. The Commission notes that a single legal entity/person can have more than one consumption premises with separate consumer numbers. Each such location would be treated as a different consumer by the concerned Distribution Licensee.

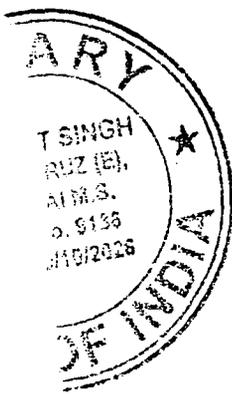
31. It is also observed that under the Electricity Rules 2005, the captive user has been defined as under:

“Captive User” shall mean the end user of the electricity generated in a Captive Generating Plant and the term “Captive Use” shall be construed accordingly;”

32. Going by the aforesaid definitions of the “Consumer” and the “Captive User”, one can easily say that in present case, Exide Industries is a single captive user of the power plant of the Respondent No. 2 although from MSEDCL’s point of view there are three different consumers. As per the Electricity Rules, 2005, the nature of power plant (captive power plant or otherwise) is totally dependent upon the users in terms of the equity shareholding held by the users and the percentage of electricity consumed by them on an annual basis. The Electricity Rules, 2005 provide that there can be either a single captive user or multiple captive users such as registered co-operative society or association of persons. Registered co-operative society and association of persons envisage more than one legal entity/ person. It is an admitted fact that the Petitioner (which is a single legal entity) is the sole beneficiary of the power plant and thus in spite of existence of three different consumers at three different locations, the power plant needs to be treated as the single user captive power plant and not a multi user captive power plant with co-operative society or association of persons.

33. Further, both the Parties have referred to the Commission’s Order dated 12 September 2018 in Case No. 195 of 2017 (wherein the Commission has allowed levy of Additional Surcharge on the group captive consumers) to support their respective claims. Hence, it would be imperative to examine the ruling of the Commission in the aforesaid Order. The relevant extract of the Order reads as under:

“ 9.38.19. Though, the Commission has specifically provided exemption of Additional Surcharge in the MYT Order for Captive Users of CPPs to the extent of their self-consumption from such Plants, the Commission noted that frequently changing captive users of GCPP was leading to stranded contracted capacity of Distribution Licensee. Such captive users are very different from static captive users of original Captive Power Plants as the latter have ceased to be consumers of Distribution Licensees having created their own permanent power requirement through captive mode. There is no power planning needed for such static captive users as against frequently switching users of group captive power plants for whom the power supply is planned and therefore becomes a stranded capacity. Such Group Captive users become liable to same Additional Surcharge due to stranded capacity as applicable to other open access consumers.



9.38.20. It is brought to the notice of the Commission that most of the GCPP users avail Open Access under short term basis. The GCPP matrix also keeps on changing frequently in order to meets 26 % equity criteria under Electricity Rules, 2005. Equity is apparently purchased as preferential share at a nominal cost. Hence, change in the consumer mix whereby Consumers switching out of GCPP matrix leads to stranded capacity on Short Term Open Access (STOA) as the quantum of power keeps changing as per the fluctuating number of GCPP users.

9.38.21. *If there is stranded capacity created on account of such Consumers switching to Open Access Group Captive arrangement, the Additional Surcharge as determined by the State Commission shall be payable by such Captive Open Access users who are already factored in power procurement plan of Distribution Licensees.*

9.38.22. *With the increase in this GCPP based OA transactions, the obligation of the Distribution Licensee in terms of power purchase commitments has been and shall continue to be stranded, and there will be an unavoidable obligation and incidence to bear the fixed costs consequent to such commitments. Such fixed cost of power purchase has to be expected to be incurred with reasonable certainty, and also that such fixed cost of power purchase cannot be recovered from OA Consumers through Wheeling Charges or Stand-by Charges alone.*

9.38.23. *The Commission is of the considered view that, unless such fixed costs due to stranded capacity are recovered from OA Consumers, this burden would be unjustly loaded onto other Consumers of Distribution Licensee. The Commission believes it would be unfair and unwarranted to pass such burden of fixed cost recovery of such stranded cost to other Consumers through consequent tariff hike.*

9.38.24. *The Commission is of the view that, under the circumstances and in pursuance of Regulation 14.8 of the DOA Regulations, 2016, there is a case for recovery of the part of fixed cost towards the stranded capacity arising from the power purchase obligation through levy of Additional Surcharge from OA Consumers including the Group Captive Consumers who have availed such arrangement henceforth.*

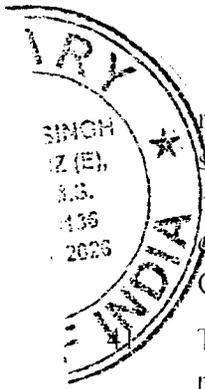
9.38.25. *Accordingly, the Commission has determined the two categories of captive users who procure power from CGP's viz., (a) Original Captive Users (who were never consumers of Distribution Licensee) and (b) Converted Captive Users (who subsequently switchover to GCPP mode). The Original Captive Users are the Users who have been procuring power originally under the captive mode and whose demand has not been included in the power procurement plan of Distribution Licensee whereas Converted Captive Users are the Users who prior to issue of this Order were Consumers of Distribution Licensee and who have opted to procure power under Group Captive arrangement, creating stranded capacity for Distribution Licensee.*

9.38.26. In view of the above the Commission holds that **Additional Surcharge shall be applicable to Captive Users of Group Captive Power Plants; in addition to Open Access consumers.**



Thus, the Order is very clear which makes the Additional Surcharge applicable to captive users of group captive consumers only. Further, it is seen that the Order talks about the “change in consumer mix” or “GCPP matrix” or “fluctuating number of GCPP users” while holding that such change in the consumer mix and the consumers switching out of GCPP matrix leads to stranded capacity as the quantum of power keeps changing as per the fluctuating number of GCPP users. The bare perusal of the aforesaid Order indicates that the intent of the Order is to recover Additional Surcharge from the captive consumers of the group captive power plants where there are multiple consumers. The number of consumers of the given group captive power plant varies in dynamic manner, randomly and repeatedly to ensure the compliance of minimum 26% equity shareholding in the captive power plant. Considering the impact on the Distribution Licensee on account of such frequently changing captive users, the Commission allowed levy of the Additional Surcharge on the captive users of group captive power plant. Present case is different wherein admittedly the Petitioner is a sole consumer of the captive power plant.

35. Further, the Order has referred to the captive users availing OA under STOA whereas in present case barring first few months, the Petitioner has availed MTOA which has ensured certainty in the power sourcing modality of the Petitioner.
36. MSEDCL has stated that the captive user with 100% equity shareholding in the power plant would only qualify to be non-group group captive power plant else it has to be treated as group captive power plant. However, from perusal of the Order, it is seen that the Commission in its Order dated 12 September 2018 in Case No. 195 of 2017 did not differentiate the captive power plant and the group captive power plant based on percentage of equity shareholding of the captive user in the captive power plant. The Order nowhere suggests that a sole user of a captive power plant having equity shareholding less than 100% should be treated as a captive user of the group captive power plant.
37. In light of the foregoing, the Commission is of the view that the present arrangement is not the one which had been envisaged under the MTR Order dated 12 September 2018 for levy of Additional Surcharge.
38. MSEDCL has also pointed out that the Petitioner was the erstwhile consumer of MSEDCL. The Commission is of the opinion that this argument may be factually correct, but the Petitioner cannot be levied the Additional Surcharge on that basis since it was the direction of the Commission to allow the Additional Surcharge on the captive users of the group captive power plants which is not the case here.
39. In light of discussion made in Para 21 to 37 above, the Commission is of the view that, while the captive status of the Petitioner could be determined only at the end of the year based on actual consumption by the Petitioner vis-à-vis the generation from the power plant, the Commission does not find any reason to deny the claim of the Petitioner that it is a consumer of the individual captive power plant.
40. As per the principles laid down under the Commission’s Order dated 12 September 2018 in Case No. 195 of 2017, only the consumers of group captive power plants are



required to pay the Additional Surcharge. Though the applicability of Additional surcharge on such consumers of group captive power plants is sub-judice before the higher forums, neither it is the case of MSEDCL that the consumers of individual captive plants would also be made to pay the Additional Surcharge nor the Commission's Order dated 12 September 2018 intends to allow it.

The Commission also agrees with the submissions of the Petitioner that the nomenclature used does not alter the factual position. Therefore, filing of OA Application mentioning the category of "group captive" would not make the power plant a group captive plant.

42. In view of the above, the Commission rules that the Petitioner is a consumer of the individual captive power plant and hence it would not be entitled to pay the Additional surcharge as per the principles laid down under the Order dated 12 September 2018 in Case No. 195 of 2017. Accordingly, MSEDCL is directed not to levy any Additional Surcharge on the Petitioner in future. MSEDCL is also directed to refund the Additional Surcharge paid by the Petitioner. However, no interest shall be payable to the Petitioner on such refund as it was mistake on the part of the Petitioner to provide the correct information at the time of filing its OA Application and MSEDCL based on the details provided in the OA Application had levied the Additional Surcharge.
43. It is clarified that, as mentioned at para. 18 and 19 above, the Commission has not gone into merits of the issue raised by MSEDCL wherein MSEDCL stated that there cannot be "Sale and Purchase" of power in captive transaction and if such an arrangement exists, it needs to be treated under Section 10 of the EA (i.e. supply by Independent Power Producer (IPP), a non-captive generating plant, to OA consumer) and the present Petition has been decided de hors the adjudication of the aforesaid issue.
44. Hence, the following Order.

ORDER

1. Case No. 10 of 2021 is allowed partly.
2. Exide Industries Ltd. is a consumer of the individual captive power plant and hence it would not be entitled to pay the Additional Surcharge as per the principles laid down by the Commission in the Order dated 12 September 2018 in Case No. 195 of 2017.
3. Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL) is directed not to levy any Additional Surcharge on the Petitioner in future. MSEDCL is also directed to refund the Additional Surcharges paid by Exide Industries Ltd. in past. However, no interest shall be payable to Exide Industries Ltd. on such refund.
4. It is clarified that the Commission has not gone into merits of the issue raised by MSEDCL wherein it has stated that there cannot be "Sale and Purchase" of power in captive open access transaction and if such an arrangement exists, it needs to be treated under Section 10 of the Electricity Act, 2003 (i.e. supply by Independent Power Producer (IPP), a non-captive generating plant, to OA consumer) and the present Petition has been decided de hors the adjudication of the aforesaid issue

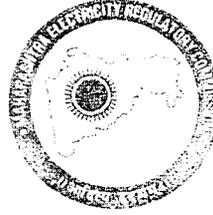
raised by MSEDCL. MSEDCL is at liberty to file a separate Petition (making the captive consumers, the Respondents to the Petition) where the issue raised by it could be adjudicated in a holistic manner vis-à-vis the relevant provisions of the Electricity Act 2003, Electricity Rules 2005 and the Open Access Regulations notified by the Commission.

Sd/-
(Mukesh Khullar)
Member

Sd/-
(I. M. Bohari)
Member

Sd//
(Sanjay Kumar)
Chairperson

(Abhijit Deshpande)
Secretary

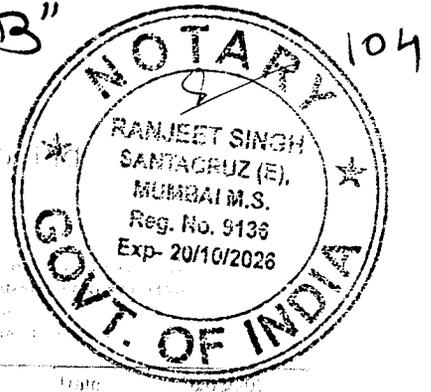




"Exhibit-B"

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY

Maharashtra State Electricity Distribution Company Limited
 (A GOVT. OF MAHARASHTRA UNDERTAKING)
 CIN: U40109MH2000B500153049



PHONE No. 26472366
 FAX No. 26472366
 Email: ceo@mahadiscom.in
 Website: www.mahadiscom.in

Distribution Licensee Approval No. OA / THE RMAL / 7220 Date: 31/03/2022

To,
VIRAJ PROFILES LIMITED,
 PLOT NO G D & G 13,
 MIDC TARAPUR
 TAL & DIST

Sub-Application for MEDIUM TERM Open Access for Apr 2021

1	Customer Application No	12197
2	Period of Transaction	01/04/2021 TO 31/03/2022
3	Nature of Customer	GROUP CAPTIVE
4	Customer Name / CN	VIRAJ PROFILES LIMITED - 003019021517
5	Registration Code	000121972012312 Valid Upto 31/03/2022

6	Details of Transaction Parties to Distribution System	
	Injecting Entity	Drawee Entity
	Name of Entity	VIRAJ PROFILES LIMITED
	Status of Entity	Consumer
	Utility in which it is embedded	MSEDCL

7	Details of Injecting/Drawee Connectivity with Distribution System			
		Injecting Entity	Drawee Entity	
	Name of Sub-station	Transmission	400 KV Substation	220kV Khairapada
		Distribution	Jaigad	Substation Basar
	Voltage Level	Transmission	EHV	33
		Distribution		
	Name of Licensee (Owner of S/S)		MSEDCL, Ratnagiri	MSEDCL
	Intervening Intra-State Licensee			
	Intervening Inter-State Licensee			

8	Open Access Approved	01/04/2021	TO	31/03/2022	Revision No.	0
	Date	Hours		Capacity(MVA)		Contract Demand MVA
	From	To	From	To	Applied	Alloted
	01/04/2021	31/03/2022	00 : 00	24 : 00	43	43
					Retained	Total
					12.00	55
					Total MWh	

- The open access permission is issued as per the provisions in MERC (DOA) Regulations, 2016 and MRE (DOA) (Amendment) Regulations, 2019. And any other relevant regulator/order/code as amended and applicable from time to time subject to terms and conditions enclosed.
- For MTOA/LTOA - As per Regulation 6 of DOAR 2016, the open access agreement is to be executed within 30 days from the date of issue of OA permission, failing which the OA permission may be cancelled.
- Remark: The permission is granted for scheduling power on RTC basis

Chief Engineer (Commercial)
 MSEDCL

Encl.
 OA Terms & Conditions



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Maharashtra State Electricity Distribution Company Limited
(A GOVT. OF MAHARASHTRA UNDERTAKING)
CIN: 140000520005

Head Office: 101, 102, 103, 104
105, 106, 107, 108, 109, 110
BANDRA EAST
MUMBAI - 400 051

Distribution Licensee Approval No. OA TERMMA 7221 Date 25/12/2020

To,
VIRAJ PROFILES LIMITED
SURVEY NO. 140/1,
Borsar, Ta & District
401501.

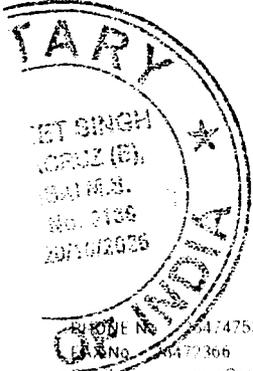
Sub: Application for MEDIUM TERM Open Access for Apr 2021

1	Customer Application No.	12187	Date	25/12/2020
2	Period of Transaction	01/04/2021 TO 31/03/2022		
3	Nature of Customer	GROUP CAPTIVE		
4	Customer Name / CN	VIRAJ PROFILES LIMITED / 003019029150		
5	Registration Code	0001218/2012312	Valid upto	31/03/2022
6	Details of Transaction Party's to Distribution System			
		Injecting Entity	Drawee Entity	
	Name of Entity	JSW ENERGY LTD. Jaigad, Ratnagiri Unit No. 2,3 & 4	VIRAJ PROFILES LTD	
	Status of Entity	GR CPP	Consumer	
	Utility in which it is embedded	MSEDCL Ratnagiri Circle., Dist : Ratnagiri.	MSEDCL	
7	Details of INjecting/Drawee Connectivity with Distribution System			
		Injecting Entity	Drawee Entity	
	Name of Sub-station	Transmission	400 KV Substation , Jaigad.	220kV Khairapada Substation. Borsar
		Distribution		
	Voltage Level	Transmission	EHV	33
		Distribution		
	Name of Licensee (Owner of S/S)	MSEDCL Ratnagiri	MSEDCL	
	Intervening Intra-State Licensee			
	Intervening Inter-State Licensee			
8	Open Access Approved	01/04/2021 TO 31/03/2022	Revision No.	0
	Date	Hours	Capacity(MVA)	Contract Demand MVA
	From To	From To	Applied Alloted	Retained Total
	01/04/2021 31/03/2022	00 : 00 24 : 00	2.21 2.21	2.71 4.92
	Total MWh			

- The open access permission is issued as per the provisions in MERC (DOA) Regulations, 2016 and MERC (DOA) (First Amendment) Regulations, 2019. And any other relevant regulation/order/code as amended and applicable from time to time subject to terms and conditions enclosed.
- For MTOA/LTOA - As per Regulation 6 of DOAR 2016, the open access agreement is to be executed within 30 days from the date of issue of OA permission, failing which the OA permission may be cancelled.
- Remark The permission is granted for scheduling power on RTC basis.

Chief Engineer (Commercial)
MSEDCL

Encl. :
OA Terms & Conditions.



Maharashtra State Electricity Distribution Co. Ltd
(A GOVT. OF MAHARASHTRA UNDER TAKING)
CIN : U40109MH200005SGC153645

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FORM No. 54/4753(P)/26474211
FORM No. 54/2366
cecom@mahadiscom.in
Website: www.mahadiscom.in

REGIONAL OFFICE
PROF. SHRIKANT K. K. SHINDE
BANDRA (EAST)
MUMBAI - 400 050

Distribution Licensee Approval No. _____ OA (FORM) **7223**

To,
VIRAJ PROFILES LIMITED
Plot no. G / 5 - MIDC
Boisar, Ta & District
401501.

Sub: Application for MEDIUM TERM Open Access for Apr 2021

1	Customer Application No.	12186	Date	25/11/2020
2	Period of Transaction	01/04/2021 TO 31/03/2022		
3	Nature of Customer	GROUP CAPTIVE		

4	Customer Name / CN	VIRAJ PROFILES LIMITED / 003019021679		
5	Registration Code	000121862012312	Valid Upto	31/03/2022

6	Details of Transaction Party's to Distribution System			
		Injecting Entity		Drawee Entity
	Name of Entity	JSW ENERGY LTD, Jaigad, Ratnagiri Unit No. 2,3 & 4		VIRAJ PROFILES LTD
	Status of Entity	GR CPP		Consumer
	Utility in which it is embedded	MSEDCL Ratnagiri Circle., Dist : Ratnagiri.		MSEDCL

7	Details of INjecting/Drawee Connectivity with Distribution System			
		Injecting Entity		Drawee Entity
	Name of Sub-station	Transmission	400 KV Substation , Jaigad.	220kv Khairapada Substation, Boisar
		Distribution		
	Voltage Level	Transmission	EHV	33
		Distribution		
	Name of Licensee (Owner of S/S)		MSEDCL Ratnagiri	MSEDCL
	Intervening Intra-State Licensee			
	Intervening Inter-State Licensee			

8	Open Access Approved	01/04/2021	TO	31/03/2022	Revision No.	0
		Date	Hours	Capacity(MVA)	Contract Demand MVA	
		From	To	Applied	Alloted	Retained
		01/04/2021	31/03/2022	00 : 00	24 : 00	1.8
				1.8	1.8	3.10
						4.9
				Total MWh		

- The open access permission is issued as per the provisions in MERC (DOA) Regulations, 2016 and MERC (DOA) (First Amendment) Regulations, 2019. And any other relevant regulation/order/code as amended and applicable from time to time subject to terms and conditions enclosed.
- For MTOA/LTOA - As per Regulation 6 of DOAR 2016, the open access agreement is to be executed within 30 days from the date of issue of OA permission, failing which the OA permission may be cancelled.
- Remark: The permission is granted for scheduling power on RTC basis.

Chief Engineer (Commercial)
 MSEDCL

Encl.:
OA Terms & Conditions.

MAHA

Maharashtra State Electricity Distribution Co. Ltd.

(A GOVT. OF MAHARASHTRA UNDERTAKING)

CIN: U40109MH1989PLC000000

PHONE No. 020-26473211

FAX No. 020-26473211

E-mail: msedcl@mahadiscom.inWebsite: mahadiscom.in

REGISTRATION NO. 000121842012312

REGISTRATION DATE: 31/03/2022

REGISTRATION TYPE: GROUP CAPTIVE

REGISTRATION CATEGORY: MEDIUM TERM

Distribution Licensee Approval No. OA / THERMAL / 7224 / 31/03/2022

To

VIRAJ PROFILES LIMITED

Survey No. 151 &

Village Name

Taluka & Dist.

Sub: Application for MEDIUM TERM Open Access for Apr 2021

1	Customer Application No.	12184
2	Period of Transaction	01/04/2021 TO 31/03/2022
3	Nature of Customer	GROUP CAPTIVE
4	Customer Name / CN	VIRAJ PROFILES LIMITED / 003209043000
5	Registration Code	000121842012312 Valid upto 31-03-2022

6	Details of Transaction Party's to Distribution System		
		Injecting Entity	Drawee Entity
Name of Entity		JSW ENERGY LTD Jaigad, Ratnagiri Unit No. 2,3 & 4	VIRAJ PROFILES LTD
Status of Entity		GR CPP	Consumer
Utility in which it is embedded		MSEDCL Ratnagiri Circle, Dist. Ratnagiri	MSEDCL

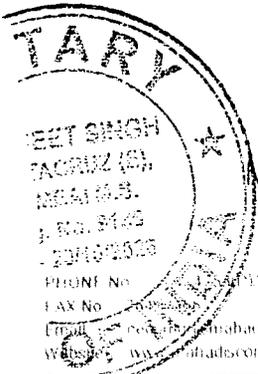
7	Details of Injecting/Drawee Connectivity with Distribution System			
		Injecting Entity		Drawee Entity
Name of Sub-station	Transmission	400 KV Substation Jaigad.	220KV Viraj Substation	
	Distribution			
Voltage Level	Transmission	EHV	220	
	Distribution			
Name of Licensee (Owner of S/S)		MSEDCL Ratnagiri	MSEDCL	
Intervening Intra-State Licensee				
Intervening Inter-State Licensee				

8	Open Access Approved	01/04/2021	TO	31/03/2022	Revision No.	0
	Date	Hours	Capacity(MVA)		Contract Demand MVA	
	From	To	From	To	Applied	Alloted
	01/04/2021	31/03/2022	00 : 00	24 : 00	6	6
					Retained	Total
					9.00	15
					Total MWh	

- 9 The open access permission is issued as per the provisions in MERC (DOA) Regulations, 2016 and MERC (DOA) (First Amendment) Regulations, 2019. And any other relevant regulator/order/code as amended and applicable from time to time subject to terms and conditions enclosed.
- 10 For MTOA/LTOA - As per Regulation 6 of DOAR 2016, the open access agreement is to be executed within 30 days from the date of issue of OA permission, failing which the OA permission may be cancelled.
- 11 Remark The permission is granted for scheduling power on RTC basis.


Chief Engineer (Commercial)
MSEDCL

Encl. :
OA Terms & Conditions.



MAHA

Maharashtra State Electricity Distribution Co. Ltd.
(A GOVT. OF MAHARASHTRA UNDERTAKING)
CIN: 141001MH2005PLC000000

Office of the Chief Engineer (Commercial)
Maharashtra State Electricity Distribution Co. Ltd.
MSEDCL
Mumbai - 400 001

Distribution Licensee Approval No. _____ (OA) THE RMAI: **7225** _____

To,
BEBITZ FLANGES WORKS
SURVEY NO. 1402
VIL. SARAV,
TAL & DIST. _____

Sub Application for MEDIUM TERM Open Access for Apr 2021

1	Customer Application No.	12188	Date	16/03/2021
2	Period of Transaction	01/04/2021 TO 31/03/2022		
3	Nature of Customer	GROUP CAPTIVE		
4	Customer Name / CN	BEBITZ FLANGES WORKS PRIVATE LIMITED, 000319076150		
5	Registration Code	000121882012312	Valid Upto	31/03/2022

6	Details of Transaction Party's to Distribution System			
		Injecting Entity	Drawee Entity	
	Name of Entity	JSW ENERGY LTD, Jaigad, Ratnagiri Unit No. 2,3 & 4	BEBITZ FLANGES WORKS PRIVATE LIMITED	
	Status of Entity	GR CPP	Consumer	
	Utility in which it is embedded	MSEDCL, Ratnagiri Circle, Dist: Ratnagiri.	MSEDCL	

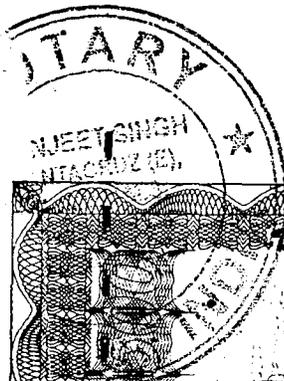
7	Details of Injecting/Drawee Connectivity with Distribution System			
		Injecting Entity	Drawee Entity	
	Name of Sub-station	Transmission	400 KV Substation, Jaigad	220KV Khairapada Substation, Borsar
		Distribution		
	Voltage Level	Transmission	EHV	33
		Distribution		
	Name of Licensee (Owner of S/S)	MSEDCL, Ratnagiri	MSEDCL	
	Intervening Intra-State Licensee			
	Intervening Inter-State Licensee			

8	Open Access Approved	01/04/2021 TO 31/03/2022	Revision No.	0
	Date	Hours	Capacity(MVA)	Contract Demand MVA
	From To	From To	Applied Alloted	Retained Total
	01/04/2021 31/03/2022	00 : 00 24 : 00	1.63 1.63	2.36 4
	Total MWh			

- The open access permission is issued as per the provisions in MERC (DOA) Regulations, 2016 and MERC (DOA) (First Amendment) Regulations, 2019. And any other relevant regulation/order/code as amended and applicable from time to time subject to terms and conditions enclosed.
- For MIOA/LTOA - As per Regulation 6 of DOAR 2016, the open access agreement is to be executed within 30 days from the date of issue of OA permission, failing which the OA permission may be cancelled.
- Remark: The permission is granted for scheduling power on RTC basis.

Chief Engineer (Commercial)
MSEDCL

Encl. :
OA Terms & Conditions.



महाराष्ट्र MAHARASHTRA

2017

AF 186888

प्रधान मुद्रांक कार्यालय, मुंबई
प.म वि.क. ८००००९४
- 5 AUG 2017
सक्षम अधिकारी

POWER PURCHASE AGREEMENT

BETWEEN
JSW ENERGY LIMITED
And
VIRAJ PROFILES LIMITED

श्री ...

Dated 10th November 2017

This Power Purchase Agreement (this "Agreement") is executed on this Tenth day of November 2017, by and between:

JSW Energy Limited, (the "Seller" which term shall include its successors and permitted assigns); a company incorporated under the Companies Act, 1956 and having its registered office at JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai 400 051

And

Viraj Profiles Limited, (the "Procurer" which term shall include its successors and permitted assigns); a company incorporated under the Companies Act, 1956 and having its registered office at G-34 MIDC Tarapur Industrial Area, Boisar, Dist. - Palghar, Maharashtra - 401 506.

Seller and Procurer are individually referred to as the "Party", and collectively as the "Parties".



Attested
[Signature]





WHEREAS

- (A) The Procurer is a leading manufacturer of Stainless Steel products in India with manufacturing facilities located in Dist. Palghar, Maharashtra;
- (B) The Seller is engaged in the business of generation of power. The Seller is operating 2 X 300 MW coal-fired power plant (Unit III & IV) as a group captive power plant located at Jaigad, Dist: Ratnagiri in the State of Maharashtra (the "Power Plant").
- (C) The Procurer desires to become captive consumer of the Power Plant and have subscribed to the equity share capital of the Seller (with respect to Units III & IV) as per SCHEDULE I, and have also agreed to consume power as a captive consumer of the Power Plant in compliance with the Electricity Rules 2005 & its amendments and also agreed to comply with any changes in the Electricity Act 2003/Electricity Rules in future;
- (D) The Procurer has agreed to purchase and the Seller has agreed to sell the Contract Net Capacity, as defined herein later, of the gross capacity and energy produced from the Power Plant pursuant to and subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

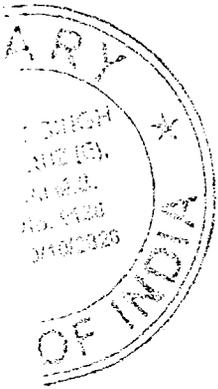
1. Definition and Interpretation

Definition

1.1 In this Agreement except where the context otherwise requires, the following expressions shall have the following meanings set opposite them:

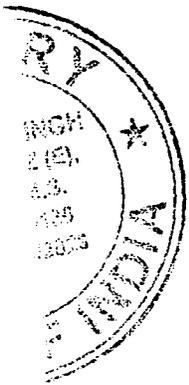
- "Act" means the Electricity Act 2003 including any amendments made to the same or any succeeding enactment thereof;
- "Active Energy" means the integral with respect to time of the active power measured in units of Kilo Watt-hours (kWh) or Mega Watt-hours (MWh) or multiples thereof;
- "Active Power" means the product of the voltage and in-phase component of the alternating current measured in Kilo watts (kW) or Mega Watt (MW) or multiples thereof;
- "Actual Capacity" means in respect of any period of time, the capacity which the Seller has declared the Power Plant capable of making available to the Procurer during





"Agreement"	such period and scheduled through SLDC for maintaining consistency;
"Applicable Laws"	means this power purchase agreement including its recitals and schedules attached hereto;
"Bill/Invoice"	means and include Act, all laws, bye-laws, rules, regulations, ordinances, circulars, guidelines, policies, notifications, directions and judgments and orders or other requirements of, any Competent Authority and/or any other statutory authority, applicable or enacted in India from time to time which is having jurisdiction on the subject matter of, and or the Parties' performance of their respective obligations under, this Agreement;
"Business Day"	means provisional, reconcile, final bill/invoice towards consumption of energy and compensation under this Agreement.
"Procurer's Default"	means a day on which banks in the State of Maharashtra are open for business;
"Change in Law"	has the meaning ascribed thereto in the Clause 9.2;
	means
	<ul style="list-style-type: none"> a. the adoption, repeal (in whole or in part) promulgation, modification or re-enactment after the date of this Agreement of any Applicable Law by a Competent Authority; or b. any change in the interpretation or application of any Applicable Law by, or confirmed by, a High Court or court of superior jurisdiction thereto; or c. any change in the policies of any Competent Authority; or d. the imposition of a requirement for a Consent or the revocation and cancellation of a Consent (other than any such imposition which is induced by acts or omissions of the Seller or the Procurer); or e. the imposition by a Competent Authority of any condition in connection with the issuance, renewal, extension, replacement or modification of any Consent after the date of this Agreement that is more or less restrictive or onerous than the requirements applicable to such Consent obtained at the date of this Agreement (other





than any such imposition which is induced by acts or omissions of the Seller or the Procurer);

"Commencement Date" means the date of commencement of supply of energy from the Power Plant as defined in the Sub-clause 5.1;

"Competent Authority" means the Government of India, the Government of Maharashtra or any other state government of India, any subdivision of any of the foregoing, any local governmental authority or other governmental or regulatory body of India and any department, authority, government corporation and or agency thereof (including the Central Electricity Authority, Maharashtra Electricity Regulatory Commission, MERC, Maharashtra State Electricity Distribution Co. Ltd, MSEDCL), Maharashtra State Load Dispatch Centre (MSLDC);

"Consents" means all such approvals (including environmental permits), consents, authorisations, notifications, concessions, acknowledgements, licences (including import licences), permits, decisions, easements, property rights or similar items to be obtained from any Competent Authority by the Seller or the Procurer, as the case may be, for the construction, ownership, financing, operation and maintenance of the Power Plant or the Procurer's Plant, as the case may be;

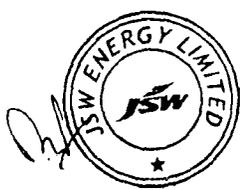
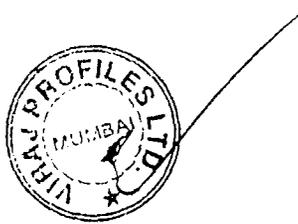
"Contract Energy" The Contract Energy shall be **41.22 MUs** per annum at the Delivery Point i.e. the energy corresponding to full financial year (Apr-Mar). For FY2017-18, the Contract Energy shall be proportionately reduced based on the Commencement Date.

"Contract Gross Capacity" means **6.08 MW** from Unit III and Unit IV.

"Contract Net Capacity" means the Contract Gross Capacity less the auxiliary consumption (i.e. 5.54 MW considering 9% auxiliary consumption).

"Contract Year" means subject as below, a maximum period of twelve (12) consecutive calendar months reckoned as follows:

- (i) The first Contract Year shall commence on and from the Commencement Date and end on 31st March 2018;
- (ii) The last Contract Year shall end on **31st March 2028** or the date of termination of this Agreement, whichever is earlier;





"Day"

means the 24-hour period beginning and ending at 12:00 midnight Indian standard time;

"Deemed Generation" or "Deemed Availability"

Bears the meaning set out in the Clause 8;

"Despatch Instructions"

means instructions by the Procurer, to the Seller to schedule the supply of Energy by the Seller under this Agreement, in order to commence, increase, decrease or cease to deliver the Active Energy at the Electricity Delivery Point;

"Due Date"

means the 7th day from the date of receipt of Bill by the Procurer through fax/email;

"Delivery Point" / "Electricity Delivery Point"

means the point of Interconnection of the Seller's Power Plant with the Maharashtra Intra State Transmission System;

"Energy"

means electrical energy;

"Energy Charge"

have its meaning as ascribed thereto and or understood in accordance with the terms and conditions under the SCHEDULE II hereto.

"Energy Payment"

means the payment as indicated under the SCHEDULE II hereto;

"Event of Default"

means a Procurer's Default or a Seller's Default, as the case may be;

"Expert"

means any person appointed by any Party with the concurrence of the other Party to act in such capacity pursuant to the Clause 14.2;

"Gross Capacity"

means 600 MW for Unit III and Unit IV taken together;

"Major Overhaul Year"

means any Contract Year in which the Seller has planned a Scheduled Maintenance Period of more than twenty (20) days [but not exceeding Forty Five Days (45) days] of the Power Plant in accordance with the Clause 5.3;

"Metering System"

means the Seller's Metering System and/or the Procurer's Metering System, as the case may be installed as per the requirements of the Competent Authority;

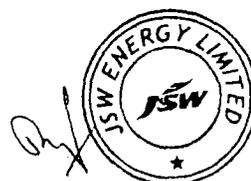
"Month"

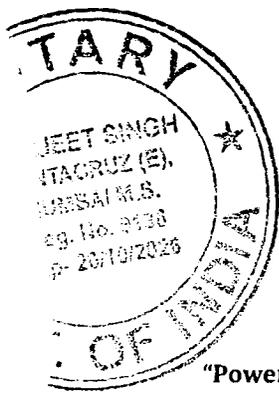
means a calendar month;

"MU"

means one (1) million kWh;

"Notice of Intent to Terminate" has the meaning ascribed thereto in the Sub-clause 9.6 (a);





"Power Plant"

means the Power Plant comprising of Unit III and Unit IV situated at Jaigad, Dist. Ratnagiri in the State of Maharashtra

"Prudent Practices"

means those practices, methods, specifications, techniques and standards of equipment, safety and performance, as the same may change from time to time, as are generally accepted for use in the industries that the Seller and the Procurer are engaged in and that are applicable herein, taking into account conditions in India and are commonly used in prudent engineering and operation practices within such industries and which generally conform with the manufacturer's operation and maintenance guidelines in connection with the operation and maintenance of facilities, equipment or systems of the type and size similar to the facilities, equipment or systems in question (and in all cases subject to the requirements and limitations of any Consents);

Prudent Practices are not limited to optimum practices, methods, specifications and standards of equipment, safety and performance or acts to the exclusion of all others, but rather shall include all possible practices, methods and acts which could have been expected to accomplish the desired result at reasonable cost consistent with reliability and safety;

"Rupee" or "Rs"

means the lawful currency of India;

"Scheduled Energy"

means the energy scheduled by the Seller to the Procurer at the Delivery Point as approved by Maharashtra SLDC.

"Scheduled Maintenance Period"

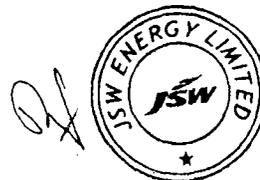
means a planned shutdown of a phase that has been scheduled in accordance with the Clause 5.3 and is for the purpose of inspection, testing, preventative maintenance, corrective maintenance, repairs, replacement or improvement of the Power Plant;

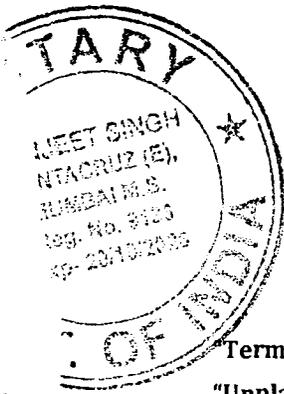
"Seller's Default"

has the meaning ascribed thereto in the Clause 9.3;

Seller "Technical Specification"

means the technical limits and constraints relating to the operation, maintenance and Dispatch Instructions as set out in the Operating Procedures to be agreed by the Seller and the Procurer which shall be based on and consistent with the specification for and design of the Power Plant and Prudent Practices;





"Term of the Agreement" shall be as set out in Clause 9.1

"Unplanned Maintenance Period" means unscheduled / unplanned maintenance / outage period which has been scheduled in accordance with the Sub-clause 5.2 and is for the purpose of performing work on specific components which should not, in the reasonable opinion of the Seller, be postponed until the next Scheduled Maintenance Period;

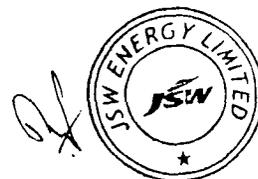
"Unit" means one kWh;

Interpretation Provisions

1.2 In this Agreement, save where the context otherwise requires:

- (a) the singular includes the plural and vice versa and reference to any gender includes a reference to all other genders;
- (b) headings and the use of bold typeface shall be ignored;
- (c) references to any statute, legislation, act, rules or regulation shall include references to such as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- (d) a reference to a Sub-clause, Clause, Paragraph or Schedule is, unless indicated to the contrary, a reference to a Sub-clause, Clause, Paragraph or Schedule of this Agreement;
- (e) references to the words "include" or "including" shall be construed without limitation;
- (f) a reference to a "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, Competent Authority, or other entity (in each case, whether or not having separate legal personality) and also includes their respective successors and permitted assigns;
- (g) references to writing shall include any modes of reproducing words in a legible and recorded form (whether electronic or otherwise);
- (h) references to this Agreement or to any other agreement or any deed or other instrument shall be construed as a reference to such agreement, deed or other instrument as the same may from time to time be amended, varied, supplemented or novated;
- (i) Where a day is specified in this Agreement for any payment or other action and such day is not a Business Day, such payment or action shall be taken on the immediately following Business Day;

1.3 In this Agreement calculations other than monetary calculations shall be made to four decimal places without rounding and the final product shall be rounded to the second decimal and a figure of 5 or greater in the third place of decimals shall cause a rounding up of the second decimal. All intermediate monetary calculations shall be made to four decimal places and the resultant figure which will form the basis for payment then rounded up to the nearest Rupee;





If a Contract Year is a period of less than 365 Days (or 366 in a leap year), any quantity or amount to be calculated pursuant to this Agreement in respect of such Contract Year shall be adjusted pro rata according to the number of Days in such Contract Year;

2. Effectiveness

This Agreement will come into effect from the Commencement Date;

3. Sale of Energy

a) Subject to and in accordance with the terms of this Agreement, from and after the Commencement Date, the Seller shall sell to the Procurer and the Procurer shall pay the consideration referred to in the Clause 4 for the Active Energy supplied at the Electricity Delivery Point;

Further, the Parties agree that all transmission charges & losses, wheeling charges & losses and MSEDCL operating charges, shall be solely borne by the Procurer and MSEDCL application charges and SLDC charges shall be borne by the Seller

Further the Party seeking revision in schedule shall bear the charges towards the same.

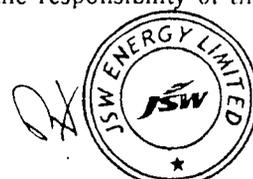
b) In order to maintain the captive status of the Power Plant, Procurer shall ensure compliance to Electricity Rules 2005 as amended from time to time. It is clarified that Procurer shall be liable to make the payment of Cross Subsidy Surcharge (CSS), Additional Surcharge (AS) and any other cost/penalty that may be imposed on it as a result of loss of captive status for reason attributable to the Procurer. In case CSS/AS is levied by MSEDCL on Procurer/ Seller for not complying with the Captive Power Plant status due to default / reasons attributable to Seller, such CSS/AS shall be to the account of Seller.

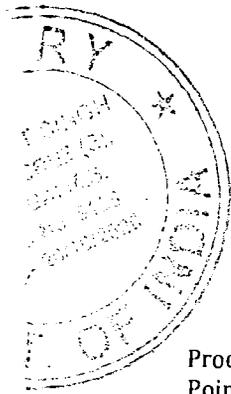
c) The details of Procurer's Drawl Points are as under :

S. No.	Drawl Point location	MSEDCL consumer no.	Contract Gross Capacity (MW)
1)	Viraj Profiles Limited Survey Nos. 25/1 & 25/2, Village Mann, Boisar, Taluka & District Palghar 401501	3209043000	6.08 MW

d) If the Procurer do not avail of power up to the Contract Net Capacity made available by the Seller, the Seller shall have the right but not an obligation to sell such available capacity not procured by Procurer, to any person without losing the right to receive the compensation charges from the Procurer for such un-availed available capacity as per clause 4.2.

e) All the title, associated risk thereto for the energy delivered at the Electricity Delivery Point shall be passed on to the Procurer. It is the responsibility of the





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Procurer to offtake/ purchase all the delivered energy at the Electricity Delivery Point.

4. Payment Obligation and Billing Terms

4.1 Energy Payment

From and after the Commencement Date, the Procurer shall pay the Seller in respect of every unit scheduled the Energy Payment calculated in accordance with the SCHEDULE II hereto;

4.2 Compensation

The compensation charges for lower than stipulated availability or off take shall be calculated as per SCHEDULE II;

4.3 Taxes

Notwithstanding anything contained in this Agreement, the Procurer shall be responsible for paying or reimbursing to the Seller, any sales tax, electricity tax/duties, cess, or any other taxes or levies on account of the supply of the Energy to the Procurer under this Agreement.

4.3 Currency

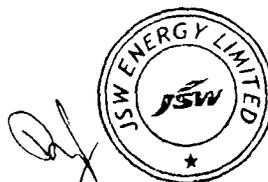
All payments to be made pursuant to this Agreement shall be payable in Rupees (INR);

4.4 Invoices

- (a) The Seller shall, on first (1st) day of the month, raise provisional monthly invoice to the Procurer for the tariff payment due for Scheduled Energy at the Delivery Point (as per SLDC approved daily schedules) under this Agreement for the previous month, reconciled in accordance the SCHEDULE II hereto;
- (b) The Seller shall send the invoice through fax/email, followed by an original copy through courier.
- (c) Procurer shall make the payment within Due Date.
- (d) Final monthly adjustment invoice, shall be raised by either Party as the case may be on the basis of Energy Account issued by Maharashtra SLDC and Party will make payment within Due Date.
- (e) Either Party can raise invoice for compensation, if any as per SCHEDULE II. The Party liable for making compensation payment shall do so within Due Date.

4.5 Payments

- (a) The Procurer shall make payment of Bill on or before the Due Date of Payment;





- (b) Where the Procurer dispute any amount the Procurer shall notify the Seller and provide reasons for amount disputed within 5 (five) days and shall make payment of the undisputed amounts, failing which Bill shall be deemed to be final and accepted and dispute if any shall be settled in accordance with the procedures set out the Sub-clause (c) and (d) herein below;
- (c) If any dispute arises as to the entitlement to payment of any sum alleged to be due and owing under this Agreement and the Parties have been unable to resolve it within the period provided in the Clause 13.1, the matter may be referred at the request of either Party to the Expert for determination;
- (d) Either Party may thereafter refer the dispute to arbitration pursuant to the Clause 13.3 but the decision of the Expert shall be binding upon the Parties until such time as it is replaced by an arbitration award (if any) and payment of any sum which the Expert decides was due shall be paid within fifteen (15) days after notification of his decision failing which such non-payment shall be deemed to be the Procurer's Default or the Seller's Default (as the case may be);

(e) Payment Security Mechanism:

The Procurer shall provide irrevocable unconditional Bank Guarantee (BG)/Letter of Credit (LC) equivalent to the billing amount for forty five (45) days based on the Energy Charges as per SCHEDULE II. The BG/LC shall be opened at least thirty (30) days prior to commencement of supply of power and shall be valid for sixty (60) days after the completion of Term of Agreement. All BG/LC charges viz. opening, operational, negotiations, recoupment etc. shall be borne by Procurer.

The LC shall serve as a payment security mechanism and shall not be the principal mode of payment. The Seller shall have the right to curtail the supply and encash the amount due to it from the BG/LC in the event Procurer fails to make the payment within 10 days from the Due Date. On such occurrence, Procurer shall reinstate the BG/LC before the supply is restored to Procurer. No compensation shall be payable by Seller for non supply of power in such case/ default of Procurer.

4.6 Interest on Late Payments

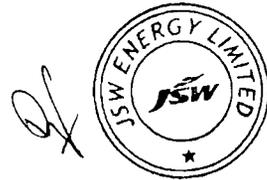
In the event of delay in payment of a monthly bill by the Procurer beyond Due Date, a late payment surcharge shall be payable by the Procurer to the Seller at the rate of one percent (1.00%) per month or Twelve percent (12%) per annum to Seller, on the amount of outstanding payment for each day of delay.

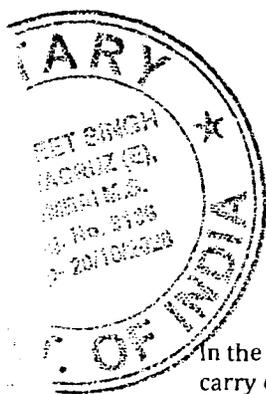
5. Commencement and Maintenance

5.1 Commencement Date

Unless otherwise agreed by the Parties, the Commencement Date shall be 1st December 2017 or the date from which necessary open access approvals are obtained for supply of power, whichever is later.

5.2 Unplanned Maintenance





In the event of any breakdown, the Seller shall revise the schedule of the Procurer and carry out the maintenance of the Power Plant. The Seller shall ensure the reduction in availability as a result of unplanned outages/breakdown is limited to 10% on Monthly basis. In case the reduction in availability is more than 10%, the Procurer shall be entitled to compensation as per clause 4.2

5.3 Scheduled Maintenance Periods /Major Overhaul Year

The Scheduled Maintenance Periods shall be allowable for a maximum of twenty (20) days in a Contract Year except in the Major Overhaul Years. A Major Overhaul Year shall not occur more frequently than once in every three (3) Contract Years. The Seller will not schedule any Major Overhaul till FY2021.

The Seller shall inform the Procurer of any scheduled maintenance at least 60 days in advance before the commencement of such maintenance period.

6. Metering Equipment

Both Parties shall ensure that the metering infrastructure is as per the norms specified by MERC/MSEDCL/MSETCL/SLDC.

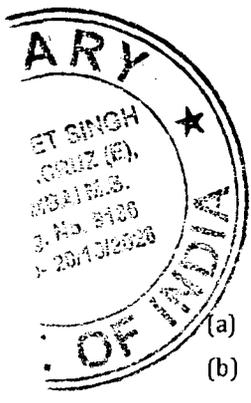
7. Scheduling, Dispatch and Open Access approval

- (a) The power shall be scheduled and dispatched in coordination with SLDC as per MERC Regulations, Procedures issued by SLDC/MSETCL, Maharashtra State Grid Code, Circulars issued by MSEDCL, directions of the Statutory/Government bodies, etc.
- (b) Each of the Despatch Instruction(s) shall at all times be given in accordance with Prudent Practices;
- (c) The Seller shall obtain the required approvals from MSEDCL and SLDC as per the MERC Distribution Open Access Regulations 2016 and relevant Procedures as amended from time to time, subject to Procurer complying with the relevant Regulations for receiving power at its end and providing all necessary documents/permissions/approvals such as Technical Feasibility Report, SEM installation report, etc. The application for the open access application shall be submitted by the Seller. The Seller shall bear the application charges of MSEDCL and the application charges and scheduling & operating charges of SLDC.
- (d) Any revision/cancellation of the approved Open Access quantum shall be as per MERC regulations. In case, any revision/cancellation of open access quantum is done on the request of the Seller, the revision charges of SLDC shall be paid by the Seller. Similarly, in case of any revision/cancellation of open access quantum done on the request of Procurer, the revision charges of SLDC shall be on account of Procurer.

8. Deemed Availability / Deemed Generation

- 8.1 The Seller shall be deemed to be making the Actual Capacity equal to the Contract Net Capacity available to the Procurer if the failure to make Contract Net Capacity available to the Procurer is due to:





- (a) failure to issue the Despatch Instruction by the Procurer; or
- (b) breach committed by the Procurer, of any of its obligations to the Seller under this Agreement;
- (c) if schedule is restricted by SLDC due to Grid constraints

Provided such capacity is otherwise available;

8.2 Any deemed availability and or generation as per clause 8.1 above shall be considered while calculating Scheduled Contract Energy on **monthly basis**;

9. Term and Termination

9.1 Term

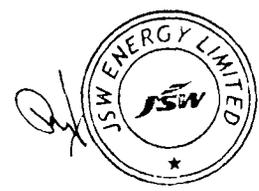
This Agreement shall enter into effect on the Commencement Date and shall end on 31st March 2028 unless terminated earlier pursuant to terms and condition contained in this Agreement.

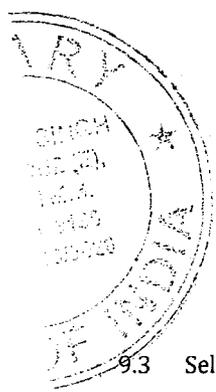
In case the Parties are unable to reach an agreement on the Energy Charge for supply after FY2021 (as per SCHEDULE II), the Contract will be deemed to be inoperative till the time the Parties reach an agreement on the same without any obligation to either Party.

9.2 Procurer's Default

Each of the following events shall constitute a Procurer's Default:

- (a) the failure of the Procurer to make payment in accordance with the Clause 4; or
- (b) breach of obligation under this Agreement by the Procurer which has an adverse effect on the Seller.
- (c) any step is taken with a view to liquidation or bankruptcy of the Procurer unless either (i) it is for the purposes only of amalgamation or reconstruction on terms previously approved in writing by the Seller (such approval not to be unreasonably withheld) or (ii) the step taken is the issue of a winding-up petition by a third party and such action is being contested in good faith and such step does not adversely affect the ability of the Procurer to perform its obligations under this Agreement in any material respect; or
- (d) the Procurer suffers an encumbrance to take possession, or an administrator, an administrative receiver, a receiver or official liquidator is appointed [and if such appointment is being contested in good faith it has not been discharged within thirty (30) days], in each case, in respect of all or substantial portion of its assets; or
- (e) the Procurer is bankrupt or insolvent or generally unable to pay its debts as they fall due or stops, suspends or threatens to stop or suspend payment of all or a material part of its liabilities; or
- (f) Non-compliance of provision of the Electricity Rules 2005 and amendments thereof resulting loss of captive status due to the reasons attributable to the Procurer;





9.3 Seller's Default

Each of the following events shall constitute a Seller's Default:

- (a) a material breach by the Seller under this Agreement, which has a material adverse effect on the Procurer. (b) Any step is taken with a view to liquidation of the Seller unless either (i) it is for the purposes only of amalgamation or reconstruction on terms previously approved in writing by the Procurer or (ii) the step taken is the issue of a winding-up petition by a third party and such action is being contested in good faith and such step does not adversely affect the ability of the Seller to perform its obligations under this Agreement in any material respect; or
- (c) the Seller suffers an encumbrancer to take possession, an administrator, an administrative receiver, a receiver or official liquidator is appointed [and if such appointment is being contested in good faith it has not been discharged within thirty (30) days], in each case, in respect of all or substantially all of its assets; or
- (d) the Seller is insolvent or bankrupt or generally unable to pay its debts as they fall due or stops, suspends or threatens to stop or suspend payment of all or a material part of its liabilities; or
- (e) Non-compliance of provision of the Electricity Rules 2005 and amendments thereof resulting loss of captive status due to reasons attributable to Seller;

9.4 Termination by Seller

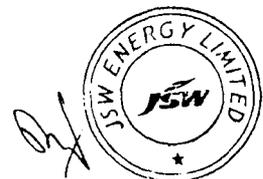
Upon the occurrence of a Procurer's Default under the Sub clause 9.2, the Seller may:

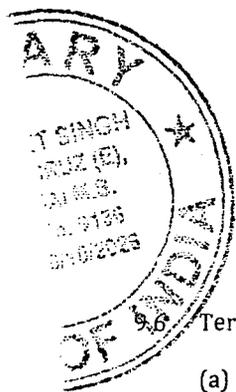
- (a) suspend performance of its obligations under this Agreement until the Procurer remedies such Procurer's Default, sell the Contract Net Capacity to other parties without losing the right to receive the compensation charges from the Procurer for such un-availed available capacity as per clause 4.2.
- (b) in the case of a Procurer's Default under any of paragraphs (a) and (b) of the Sub clause 9.2, deliver a Notice Of Intent To Terminate and a Termination Notice to the Procurer in accordance with the Sub clause 9.6; and or
- (c) in the case of a Procurer's Default under any of paragraphs (c) to (f) (inclusive) of the Sub clause 9.2, terminate this Agreement with immediate effect by notice to the Procurer.

9.5 Termination by Procurer

Upon the occurrence of a Seller's Default under the Sub clause 9.3 the Procurer may:

- (a) in the case of a Seller's Default under any of paragraphs (a) of the Sub clause 9.3, deliver a Notice Of Intent To Terminate and a Termination Notice to the Seller in accordance with the Sub clause 9.6; and or
- (b) in the case of a Seller's Default under any of paragraphs (b) to (e) (inclusive) of the Sub clause 9.3, terminate this Agreement with immediate effect by notice to the Seller;



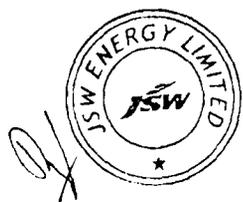


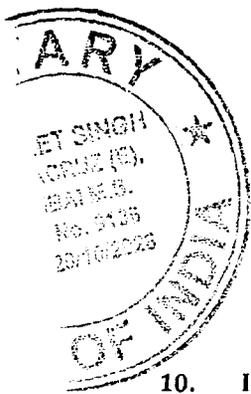
9.6 Termination Notices

- (a) Upon occurrence of a Seller's Default under any of paragraphs (a) of the Sub clause 9.3, or a Procurer's Default under either of paragraphs (a) and (b) of the Sub clause 9.2, as the case may be, that is not cured within the applicable grace period, if any, the other Party may, at its option, initiate termination of this Agreement by delivering a notice of its intent to terminate this Agreement (a "Notice of Intent to Terminate") to the defaulting Party. The Notice of Intent to Terminate shall specify in reasonable detail the Procurer's Default or the Seller's Default, as the case may be, giving rise to such notice;
- (b) Following the delivery of a Notice of Intent to Terminate, (i) the Parties shall consult for a period commencing on such delivery date of up to ten(10) days in case of a failure by either Party to make payments when due, and up to thirty (30) days with respect to any other event of Default (or such longer period as the Parties may mutually agree), as to what steps shall be taken with a view to mitigating the consequences of the relevant event of Default taking into account all the circumstances. During the period following the delivery of the Notice of Intent to Terminate, the Party in default may continue to undertake efforts to cure the default, and if the default is cured at any time prior to the delivery of a Termination Notice in accordance with paragraph (c) herein below, then the non-defaulting Party shall have no right to terminate this Agreement in respect of such cured default;
- (c) Upon expiration of the consultation period described in paragraph (b) and unless the Parties shall have otherwise agreed or unless the Event of Default giving rise to the Notice of Intent to Terminate shall have been remedied, the Party having given the Notice of Intent to Terminate may terminate this Agreement by delivering a Termination Notice to the other Party.
- (d) The Agreement would stand in abeyance from 1.04.2021 in case the Parties fail to reach an agreement on the tariff for supply of Power for the period beyond 31.03.2021 by 15.12.2020 or any other date mutually decided by the Parties.
- (e) Notwithstanding anything contained in clause 9.2 and 9.3, the Parties may mutually terminate the Agreement at the end of any of the Contract Year by giving a Notice of three (3) months prior to end of the Contract Year to the other Party.

9.7 Survival Provisions

Termination (however arising) shall not affect any rights or obligations, which have accrued prior to termination, including any in respect of antecedent breach, or are expressed to survive termination. The rights and obligations of the parties under this Clause 9 and under Clauses 4.5, 4.6 (but only as to the Parties' obligations to maintain records and data thereunder), 10.1, 10.2, 10.3, 11 (excluding Clause 11.6), 12,14,15 shall continue in full force and effect notwithstanding termination of this Agreement;





10. Indemnification Obligation and Limitation of Liability

10.1 Liability for Death or Personal Injury and Property Damage

Subject to Clauses 10.2 and 10.3, each Party (the "first party") shall indemnify, defend, and hold harmless the other Party and the directors, officers, employees and agents of such other party against any and all such loss, liability, damage, claim or expense (excluding any indirect or consequential loss, liability, damage, claim or expense), for death or personal injury and for loss in respect of physical damage to the extent that such loss, liability, damage, claim or expense is caused by the misconduct, willful default or gross negligence of the first Party including its employees, officers, agents and representatives;

10.2 Limitation of Seller's Liability

The Seller shall not be liable to the Procurer for any loss, liability, damage, claim or expense (including any direct, indirect, consequential loss, liability, damage, claim or expense) arising from any failure by the Seller to supply the Energy to the Procurer or for interruptions in the supply of the Energy to the Procurer or for the failure to make the Contract Net Capacity available to the Procurer, except to the extent specifically otherwise provided in this Agreement;

10.3 Limitation of Liability

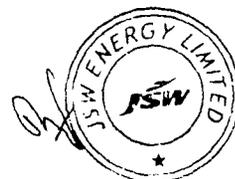
- (a) Save as otherwise provided herein, neither Party shall be liable to the other for any loss of profit, loss of use, loss of contract or loss of goodwill, or any other direct, indirect or consequential loss.
- (b) For the avoidance of doubt, nothing in this Sub clause 10.3 shall prevent or restrict either Party from enforcing an obligation (including suing for a debt) owed to it under or pursuant to this Agreement;
- (c) The Parties intend that this Agreement alone shall govern their respective rights and obligations under it and neither Party shall have any liability to the other in tort or other theory of liability, provided that this provision is not intended to constitute a waiver of any rights of one Party against the other with respect to matters unrelated to this Agreement;

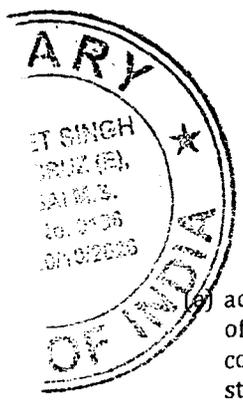
11. Force Majeure

11.1 Definition

The term, in relation to a Party to this Agreement means any occurrence, event or circumstance, beyond the reasonable control of and without the causative fault or negligence of such Party, which results in such Party being unable to perform an obligation hereunder in the manner contemplated at the time the Agreement is entered into;

Such an occurrence, event or circumstance shall include the following to the extent that they satisfy the foregoing requirements:





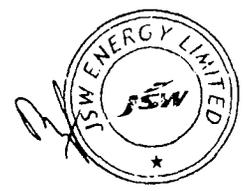
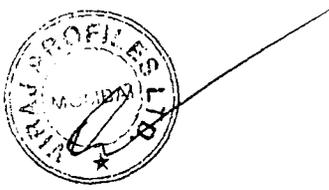
- (a) acts of God, strikes, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, coup d'etat, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, typhoon, flood, earthquake, landslide or other sudden actions of the elements, or epidemic; or
- (b) explosions, or chemical contamination; or
- (c) radioactive contamination or ionising radiation; or
- (d) strikes, works to rule or go-slows which are either widespread, nation-wide or of a political nature; or
- (e) the expropriation, nationalisation or other compulsory acquisition or seizure by any Competent Authority of any assets or rights or any other act or default by any Competent Authority; or
- (f) The expropriation or compulsory acquisition by any Government or Governmental agency of evacuation facilities through which Seller/ Procurer will evacuate the Contracted Capacity; or
- (g) Any Change in Law which would affect the ability of the parties to perform their obligations; or
- (h) Non availability / delay in grant of NOC/Open Access by MSEDCL/SLDC for supply of power;
- (i) Transmission constraints in MSEDCL or Maharashtra State Transmission System; or
- (j) any occurrence, event or circumstance of a nature analogous to any of the foregoing;

Provided however that:

- (i) strikes, lockouts, industrial action or labour disputes caused by the illegal act or omission of a Party shall not constitute Force Majeure in relation to such Party;
- (ii) inability of a Party to perform arising from non-performance by its contractor, sub-contractor, supplier, employee or agent shall not constitute Force Majeure unless such non-performance was caused by an occurrence, event or circumstance beyond the reasonable control and without the causative fault or the negligence or the causative failure to comply with Prudent Practices of the contractor, sub-contractor, supplier, employee or agent;

11.2 Consequences

- (a) If either Party is prevented for any period of time from performing any obligation in the manner contemplated at the time this Agreement or any amendment hereof is entered into by reason of Force Majeure, that Party shall not be in breach for so long as the Force Majeure and its resultant effects, if any, shall subsist, except as to prior obligations to pay money. The application of this Sub clause shall not affect any rights or obligations which may have accrued prior to such Force Majeure or, if such Force Majeure affects only some obligations, any other rights and obligations of the Parties;





(b) Force Majeure preventing or impairing the Seller from being available to generate or deliver Energy shall relieve it to that extent from the obligation to deliver the Active Energy;

11.3 Notices

The affected Party shall give notice to the other party promptly (within 7 days) after becoming aware of Force Majeure giving details of the circumstances constituting Force Majeure and the likely duration of those circumstances, if known, and shall keep the other party informed of any changes in such circumstances. Each Party shall also notify the other of any events of which it is aware which may reasonably be expected, with the lapse of time or otherwise, to become Force Majeure;

11.4 Consultation

Following receipt of any notice pursuant to the Sub clause 11.3, the Parties shall consult in good faith to assess the Force Majeure and any ways in which the same might be avoided or its effects mitigated, having regard to each Party's rights and obligations under any relevant contract to which it is a Party;

11.5 Mitigation

Upon the occurrence of Force Majeure, the affected Party shall use reasonable endeavors to mitigate the effect of such Force Majeure;

11.6 Termination

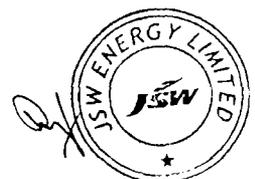
In the event of Force Majeure rendering either the Seller unable to operate the Power Plant or the Procurer unable to operate its Plant in accordance with Prudent Practices for a period of three(3) consecutive months or an aggregate of six (6) months in any Contract Year, each of the Seller and the Procurer shall in both cases have the right to terminate the Agreement without incurring any liability to the other Party, except for liabilities that arose prior to termination due to reason of this Clause 11;

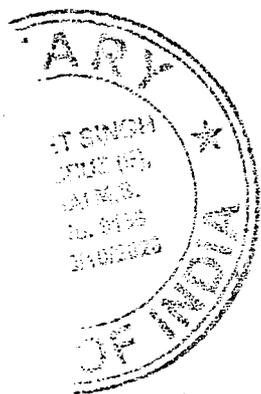
12. Representations, Warranties and Undertakings

12.1 Seller's representation and warranties

The Seller represents and warrants to the Procurer that:

- (a) it is duly incorporated and validly existing under the laws of India;
- (b) it has all requisite power and authority to conduct its business, to own its properties and to execute, to deliver and to perform its obligations under this Agreement;
- (c) this Agreement has been duly authorised, executed and delivered by it and constitutes a legal, valid and binding obligation upon it;
- (d) to the best of its knowledge, the execution and delivery of, and performance of its obligations under this Agreement, does not and, subject to the granting and maintenance of the relevant additional Consents in the future, will not





constitute a violation of any Applicable Law to which it is subject or the Memorandum or Articles of Association of the Seller; and

- (e) the Seller's entry into, exercise of its rights or performance or compliance with its obligations will not constitute a violation of any agreement to which it is a party or which is binding on its assets;

12.2 Seller's undertakings

The Seller hereby undertakes that it shall:

- (a) operate and maintain the Power Plant in accordance with Prudent Practices, the Technical Specification and the Operating Procedures;
- (b) at all times so far as it is material to the Procurer hereunder, comply with all Applicable Laws;

12.3 Procurer's Representations and Warranties

The Procurer hereby represents and warrants that:

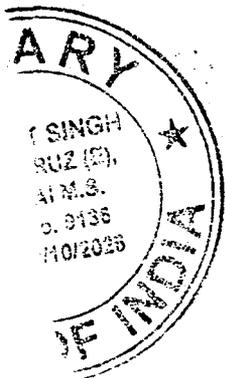
- (a) it is duly incorporated and validly existing under the laws of India;
- (b) it has all requisite power and authority to conduct its business, to own its properties and to execute, to deliver and to perform its obligations under this Agreement;
- (c) this Agreement has been duly authorised, executed and delivered by it and constitutes a legal, valid and binding obligation upon it;
- (d) to the best of its knowledge, the execution and delivery of, and performance of its obligations under this Agreement, does not and, subject to the granting and maintenance of the relevant additional Consents in the future, will not constitute a violation of any Applicable Law to which it is subject or the Memorandum or Articles of Association of the Procurer;
- (e) the Procurer's entry into, exercise of its rights or performance or compliance with its obligations will not constitute a violation of any agreement to which it is a party or which is binding on its assets; and

12.4 Procurer's undertakings

The Procurer undertakes that it shall:

- (a) operate and maintain its Metering System in accordance with Prudent Practices and, in the case of the Metering System and other electricity distribution system installed in its Plant, consistently with the Technical Specification under the Applicable Law;
- (b) operate and maintain its Plant in accordance with Prudent Practices, and the technical specifications and operating procedures of the its Plant;
- (c) at all times so far as it is material to the Seller hereunder, comply with all Applicable Laws;
- (d) obtain and maintain timely and reasonable records in relation to its Plant in consultation with the Seller;





- (e) Procurer shall ensure compliance to MERC Renewable Purchase Obligation Regulations 2016 as amended from time to time

13. Change in Law

The occurrence of any of the events after execution of this Agreement as defined at 1.1 like enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal of any Law or change in interpretation of any Law by a Competent Court of Law, tribunal or Indian Governmental Instrumentality shall be treated as Change in Law event.

In case the Change in Law event, the nature and viability of the Group Captive Structure, the Parties shall discuss and align the structure so as to comply with the prevailing legal framework.

14. DISPUTE RESOLUTION

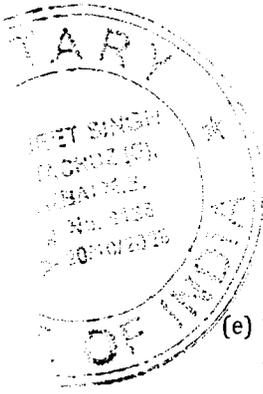
14.1 Negotiation

In the case of any dispute arising in connection with or out of this Agreement, the Parties shall first endeavor to reach an amicable settlement through negotiation in a committee comprising representatives from the Procurer and the Seller. If the Parties are unable to reach an amicable settlement within thirty (30) days after the dispute first arose, then, if this Agreement specifically requires or permits that the matter to be resolved by an Expert, either Party shall have the right to refer the dispute to an Expert and, in the case of any other dispute, either Party shall have the right to have the dispute settled by arbitration;

14.2 Resolution by Expert

- (a) Any dispute referred to an Expert for decision ("the Decision") pursuant to the provisions of this Agreement shall be referred by notice served by either Party to the other, which notice shall provide a concise summary of the dispute;
- (b) The Expert shall be an independent engineer with experience in the design and operation of power plants in the event that the dispute relates to technical matters and shall be an independent financial consultant with experience in the development and financing of power projects in the event that the dispute relates to financial matters;
- (c) A Party wishing to appoint an Expert shall notify the other Party of the proposed appointee and the dispute or difference to be determined by him, the proposed terms of reference and the proposed remuneration;
- (d) If the Expert appointed does not wish to act, the procedure shall be repeated until an Expert is found who is eligible and willing to act. No person shall be appointed an Expert unless he is qualified by education, experience and training to determine the matter in question. No person shall be appointed, or shall continue his appointment, as an Expert if he has a material conflict of interest in relation to a Party or the matter which is to be determined;





- (e) The Expert shall be deemed not to be an arbitrator and the provisions of the Arbitration and Conciliation Act, 1996 and the said Act shall not apply to him, his procedure, or making or arriving at his Decision;
- (f) All costs and expenses of the Expert shall be borne equally and each party shall bear its own costs of preparing and making its submissions to the Expert;

14.3 Arbitration

- (a) If the dispute is not resolved through friendly consultations within thirty (30) days after commencement of discussions or such longer periods as the Parties agree in writing, or if there has been a Decision of an Expert pursuant to Clause 4.6 (d) then either Party may refer the dispute for resolution by arbitration by a sole arbitrator jointly appointed by the Parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification thereof. The venue/seat for the arbitration shall be Mumbai. All proceedings in any such arbitration shall be conducted in English;
- (b) Where any dispute is pending under arbitration the same shall not excuse a Party from performing its obligations hereunder and the Parties shall continue to exercise their respective rights and fulfill their respective obligations under this Agreement;

15. MISCELLANEOUS

15.1 Assignment

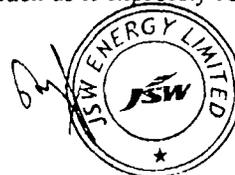
- (a) The Seller shall be freely entitled, without the consent of the Procurer, to assign, charge and or otherwise encumber this Agreement or any rights interests or benefits arising thereunder or therefrom in favour of its lenders. Any such assignments, charges or encumbrances may include the right to make second or subsequent assignments, charges or encumbrances in favour of subsequent lenders or such parties as such lenders may direct and freely to enforce the same by way of sale or otherwise. The Procurer shall provide the Seller with such assistance as the Seller may from time to time reasonably request in relation to such party's financing arrangements with actual or potential lenders and shall co-operate fully with the Seller to that end;
- (b) Other than (a) herein above, neither Party shall be entitled to assign or transfer this Agreement to any third party without obtaining consent from the other. Such consent shall not be unreasonably withheld or delayed;

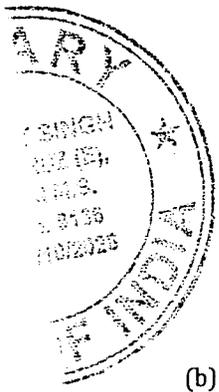
15.2 Governing Law

The rights and obligations of the Parties under or pursuant to this Agreement shall be governed by and construed according to the laws of India;

15.3 Waiver and Variation

- (a) No waiver by a Party of any provision of this Agreement shall be binding unless made expressly and expressly confirmed by it in writing. Any such waiver shall relate only to such matters of non-compliance or breach as it expressly relates





to and shall not apply to any subsequent or other matter of non-compliance or breach;

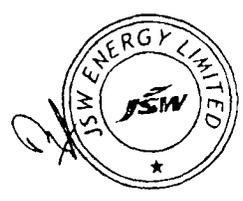
- (b) No variation to this Agreement shall be effective unless made in writing and signed by both Parties;

15.4 Entire Agreement

This Agreement, including the Schedules shall constitute the entire agreement between the Parties, with respect to its subject matter and supersedes understandings between the parties with respect thereto;

15.5 Confidentiality Obligation

- (a) Each of the Parties shall hold in confidence all documents and other information whether technical or commercial which is of a confidential nature supplied to it by or on behalf of the other Party relating to the construction, operation, maintenance, management and financing of the Power Plant or the Procurer's Plant and shall not (save to prospective or existing lenders to, or investors in, such party or to the professional advisers of the parties hereto or of such lenders or investors, or any Expert or arbitrator appointed hereunder) publish or otherwise disclose or use the same for its own purposes, otherwise than as may be required to perform its obligations under this Agreement;
- (b) The provisions of paragraph (a) herein above shall not apply to:-
 - (i) any information required to be disclosed by any recognized stock exchange or by law;
 - (ii) any information in the public domain otherwise than by breach of this Agreement;
 - (iii) information in the possession of the receiving Party thereof before disclosure by the other Party, and which was not obtained under any obligation of confidentiality; and
 - (iv) information obtained from a third party who is free to disclose the same, and which is not obtained under any obligation of confidentiality.
- (c) Each Party shall use its reasonable endeavors to procure the observance of the above restrictions by any person to whom disclosure is permitted pursuant to paragraph (a) of this Sub-clause 15.5, and each Party shall minimise the risks of disclosure of information of a confidential nature disclosed to it by the other Party by ensuring that only such of its officers and employees whose duties will require them to possess any of such information shall have access thereto, and that they will be instructed to treat the same as confidential;
- (d) At the request of the disclosing Party, the Party who received confidential information shall return all confidential information as is in tangible form (together with copies thereof within its possession or control) or dispose thereof in such manner as the disclosing party may by notice reasonably require;
- (e) The rights and obligations of the Parties contained in this sub-clause shall survive termination of this Agreement and shall continue in full force and effect for a period of three (3) years thereafter;





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15.6 Notices

- (a) All notices or other communications between the Parties to be given or made under this Agreement shall be in writing, shall be addressed for the attention of the persons indicated below and shall either be delivered personally or sent by courier, registered or certified mail or facsimile. The addresses for service of the Parties and their respective facsimile numbers shall be:

If to Seller:

JSW Energy Limited
JSW Centre
Bandra Kurla Complex
Bandra (East)
Mumbai 400 051
Phone Number - 022 42861000
Fax Number -022 4286300

If to Procurer:

Viraj Profiles Limited
1st Flr, Viraj Tower,
W-E Highway, Near Landmark Building
Andheri (East),
Mumbai - 400 069
Tel: 022-30064000 & 5000
Fax: 022-30064050
Email: rki@viraj.com; jpgarg@viraj.com

All notices shall be effective upon actual receipt save that where a notice is transmitted by facsimile to the receiving Party's facsimile number specified above and is received after 5.30 p.m. on a Business Day or on a day that is not a Business Day for the receiving Party, such notice shall be deemed to be received on the first Business Day following the date transmitted by facsimile to the receiving Party's facsimile number specified above;

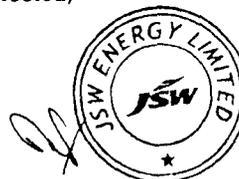
- (c) Any Party may by notice change the addressees and or addresses to which such notices and communications to it are to be delivered or mailed;

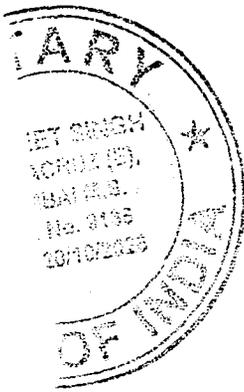
14.7 Severability

If any provision of this Agreement or part hereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14.8 Further Assurances

The Parties shall each afford the other such co-operation and shall execute such documents as shall reasonably be necessary in order for the appointments, duties and obligations undertaken pursuant to this Agreement to be effected;





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IN WITNESS whereof this Agreement has been duly executed and delivered the day and year first above written.

SIGNED by the Seller
JSW ENERGY LIMITED

Name: DHEERAJ AHUJA
Designation: DGM.



In the presence of:

Name: Vandana Yezmalakar

SIGNED by the Procurer

For VIRAJ PROFILES LTD.

Viraj Profiles Limited

Name:
Designation:

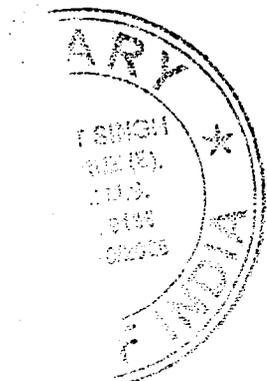
[Signature]
Authorized Signatory



In the presence of:

Name: HIMANSHU NIMAYAT





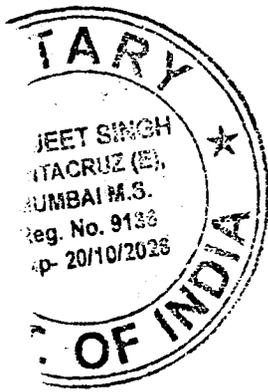
SCHEDULE I

(i) Based on the present power consumption, the Procurer has subscribed to 1,20,000 equity shares of the Seller which represents 0.06% of the equity share capital of the Seller (with respect to Units III & IV) for the year FY2017-18 and has agreed to consume power as a captive consumer of the Power Plant in compliance with the Electricity Act 2003/Electricity Rules 2005 & its amendments and has also agreed to comply with any changes in the Electricity Act 2003/Electricity Rules 2005 in future;

(ii) Further, based on the projected power consumption, the Procurer shall subscribe to and maintain 7,08,885 equity shares of the Seller representing 0.35% of the equity share capital of the Seller (with respect to Units III & IV) for the year FY2018-19 onwards and has agreed to consume power as a captive consumer of the Power Plant in compliance with the Electricity Act 2003/Electricity Rules 2005 & its amendments and has also agreed to comply with any changes in the Electricity Act 2003/Electricity Rules 2005 in future;



Handwritten signature or initials below the JSW Energy Limited stamp.



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SCHEDULE II
Calculations of Energy Payment, Compensation and Taxes

A. Energy Charges and Energy Payment

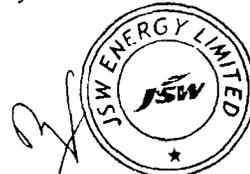
- (i) The Energy Charge for the Scheduled Energy at the Electricity Delivery Point during the Term of Agreement till FY2021 (i.e. from the date of commencement of supply till 31.03.2021) shall be Rs.3.95/kWh
- (ii) The Energy Charge for the subsequent period would be mutually decided amongst the Parties by 15th December 2020.
- (iii) The Energy Payment shall be the product of the Scheduled Energy at the Delivery Point and the Energy Charge

B. Compensation Charges

- (i) Notwithstanding to any other liability under this PPA and without prejudice to the provisions of Force Majeure, Procurer shall ensure off-take of at least 80% of the energy corresponding to the Contract Net Capacity at the Delivery Point on monthly basis. In case Procurer fails to off-take 80% of the energy corresponding to the Contract Net Capacity in a month, Procurer shall pay compensation equal to Rs.2.25/kWh for the units that fall short of its monthly offtake commitment. By virtue of payment of compensation calculated as above by the Procurer to Seller, the Procurer shall not be absolved from its prime obligation of ensuring its annual consumption as mandated by Electricity Rules 2005.
- (ii) Without prejudice to the provisions of Force Majeure, Seller shall ensure availability of at least 90% of the energy corresponding to the Contract Net Capacity at the Delivery Point on monthly basis. In case Seller fails to make available energy corresponding to 90% of the Contracted Net Capacity on monthly basis, then Seller shall pay compensation equal to Rs.2.50/kWh for the units that fall short of its monthly availability commitment. It is clarified that the Procurer shall be responsible for any decision with regard to retention or surrender of its contract demand. The compensation by the Seller for any shortfall in supply shall be strictly as per this clause and the Seller shall not be held accountable to compensate the Procurer for any demand or tariff penalty imposed by MSEDCL on the Procurer for any short supply from the Seller.
- (iii) For the purpose of determining compensation as per (i) or (ii) above, the period of Scheduled Maintenance as per Clause 5.3 shall be excluded for any obligation of availability by the Seller and any obligation of off take by the Procurer thereof.
- (v) Compensation charges by either party shall be paid within 7 days from the date of receipt of bill without claiming rebate. Thereafter surcharge as per clause 4.6 shall be applicable.

C. Taxes

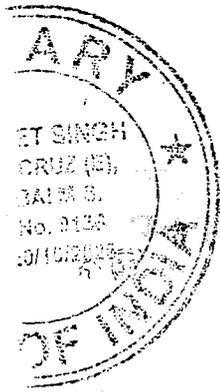
The Tariff at the Delivery Point shall be exclusive of tax on sale of electricity and electricity duty, which are to be borne by the Procurer. In case the Procurer is exempted from payment of Electricity Duty, the Procurer shall be responsible for establishing the same with the concerned authorities. Further, in case of any claim of electricity duty or claim of tax on sale of electricity or any other tax is made on Seller





for the power supplied by Seller to Procurer during the course of the contract or at a later date arising out of supply of power to Procurer during the term of contract, the same shall be paid by Procurer to Seller for payment to the relevant Authorities.





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महाराष्ट्र MAHARASHTRA

2017

AH 902585

प्रधान मुद्रांक
प.सू.वि.क्र. ८०००००३

16 JAN 2018

सक्षम अधिकारी

FIRST DEED OF AMENDMENT

श्रीमती. एम. वि. मसुकर

THIS FIRST DEED OF AMENDMENT is entered into on this 5th day of March 2018 by and between

JSW Energy Limited, a company incorporated under the Companies Act, 1956 and having its registered office at JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051, (herein after referred to as the "Seller" which expression unless repugnant to the context of meaning thereof shall mean and include its successors and permitted assigns) party of the first part

And

Viraj Profiles Limited, a company incorporated under the Companies Act, 1956 and having its registered office at G-34 MIDC Tarapur Industrial Area, Boisar, Dist. - Palghar, Maharashtra - 401 506, (herein after referred to as the "Procurer" which expression unless repugnant to the context and meaning thereof shall mean and include its successors and permitted assigns) party of the second part.

Handwritten signatures and initials.





a) Amendment in clause No. 1.1 of the Principal Agreement:

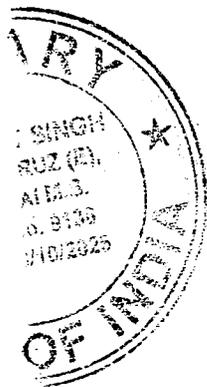
Existing Clause	Amended Clause
<p>Definition of "Contract Energy" The Contract Energy shall be 41.22 MUs per annum at the Delivery Point i.e.: the energy corresponding to full financial year (Apr-Mar). For FY2017-18, the Contract Energy shall be proportionately reduced based on the commencement date.</p>	<p>Definition of "Contract Energy" The Contract Energy shall be 392.11 MUs per annum at the Delivery Point i.e.: the energy corresponding to full financial year (Apr-Mar).</p>
<p>Definition of "Contract Gross Capacity" means 6.08 MW from Unit III and Unit IV.</p>	<p>Definition of "Contract Gross Capacity" means 57.87 MW from Unit III and Unit IV.</p>
<p>Definition of "Contract Net Capacity" means the Contract Gross Capacity less the auxiliary consumption (i.e.: 5.54 MW considering 9% auxiliary consumption).</p>	<p>Definition of "Contract Net Capacity" means the Contract Gross Capacity less the auxiliary consumption (i.e.: 52.66 MW considering 9% auxiliary consumption).</p>

b) Amendment in sub-clause (c) of clause No. 3:

Existing Clause: The details of Procurer's Drawl Points are as under:

Sr. No.	Drawl Point Location	MSEDCL consumer no.	Contract Gross Capacity (MW)
1)	Viraj Profiles Limited, Survey Nos. 25/1 & 25/2, Village Mann, Boisar, Taluka & District Palghar – 401501.	3209043000	6.08 MW





Amended Clause: The details of Procurer's Drawl Points are as under:

Sr. No.	Drawl Point Location	MSEDCL consumer no.	Contract Gross Capacity (MW)
(1)	Viraj Profiles Limited, Survey Nos. 25/1 & 25/2, Village Mann, Boisar, Taluka & District Palghar – 401501.	3209043000	5.72
(2)	Viraj Profiles Limited, Plot no.G-2, G-1/3, G-22 & G-23, MIDC Tarapur, Boisar, Taluka & District Palghar – 401506.	3019027510	42.32
(3)	Viraj Profiles Limited, Unit I, Survey no. 140/1, Village - Saravali, Boisar, District Palghar – 401506.	3019029150	2.69
(4)	Viraj Profiles Limited, Unit V, Survey no.114, Mahagaon, District Palghar – 401506.	3019031500	3.65
(5)	Viraj Profiles Limited, Unit I, Plot no.G-75, MIDC Tarapur, Boisar, District Palghar – 401506.	3019021679	3.49

c) Amendment in clause (ii) of Schedule I:

Existing Clause:

Further, based on the projected power consumption, the Procurer shall subscribe to and maintain 7,08,885 equity shares of the Seller representing 0.35% of the equity share capital of the Seller (with respect to Units III & IV) for the year FY2018-19 onwards and has agreed to consume power as a captive consumer of the Power Plant in compliance with the Electricity Act 2003/Electricity Rules 2005; its

G a 7





amendments and has also agreed to comply with any changes in the Electricity Act 2003/Electricity Rules 2005 in future;

Amended Clause:

Further, based on the projected power consumption, the Procurer shall subscribe to and always hold equity of the Seller (with respect to Units III & IV) as mandated by Electricity Act 2003/Electricity Rules 2005; its amendments and has also agreed to comply with any changes in the Electricity Act 2003/Electricity Rules 2005 in future to be considered as a captive user of the Power Plant.

d) Amendment in sub-clause (i) of clause A of Schedule II:

Existing Clause:

The energy charge for the scheduled energy at the Electricity Delivery Point during the Term of Agreement till FY 20-21(i.e. from the date of commencement of supply till 31.03.2021) shall be Rs.3.95/kWh.

Amended Clause:

For supply to Drawl Point location s. no. 1) in sub-clause (c) of clause No. 3, the energy charge for the scheduled energy at the Electricity Delivery Point till FY 19-20 (i.e. from the date of commencement of supply till 31.03.2020) shall be Rs 3.95/kWh

For supply to Drawl Point locations s. no. 2) to s. no. 5) in sub-clause (c) of clause No. 3, the energy charge for the scheduled energy at the Electricity Delivery Point till FY 19-20 (i.e. from the date of commencement of supply till 31.03.2020) shall be Rs.4.07/kWh

e) Amendment in sub-clause (ii) of clause A of Schedule II:

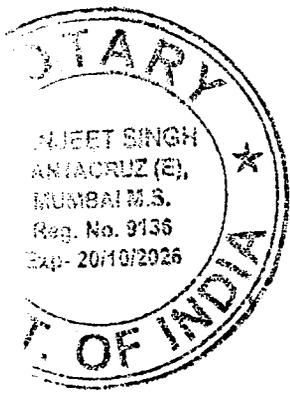
Existing Clause:

The Energy Charge for the subsequent period would be mutually decided amongst the parties by 15th December 2020.

W.P.F

[Handwritten signature]





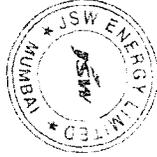
Amended Clause:

The Energy Charge for the subsequent period would be mutually decided amongst the parties by 31.03.2020. In case, the parties fail to mutually decide the energy charge for subsequent period, this agreement shall remain terminated without any liabilities between the parties on either side.

- 5. Notwithstanding the above, in the event of a conflict in the terms of this Deed of Amendment and the Principal Agreement, the terms of this Deed of Amendment shall prevail.
- 6. All other terms and conditions as contained in the Principal Agreement shall remain unchanged and shall be binding on the Parties.

IN WITNESS WHEREOF, the Parties have caused this Deed of Amendment to be executed by their duly authorized officers, as of the day and year first above written.

SIGNED by the Seller



JSW ENERGY LIMITED

Name: *Abhay Jagannik*
Designation: *GM - Business Development*

In the presence of:
Name: *DHEERAJ AHUJA*

SIGNED by Procurer

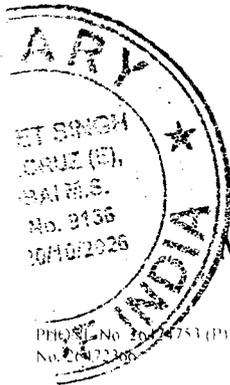
Viraj Profiles Limited



Name: *R. K. JAIN*
Designation: *MD, M.A. & CFO*

In the presence of: *J. P. GARG*
Name: *J. P. GARG*

6.7



Maharashtra State Electricity Distribution Co. Ltd.

(A Govt. of Maharashtra Undertaking)
CIN U40109MH2000SGC153645

PHONE No. 2647253 (P) 26474211 (O)
No. 26472206

E-mail: cecomm@mahadiscom.in
Website: www.mahadiscom.in

PLOT No. 7, 9, PRAKASHGADDAV
Prof. ANANT KANE KAR MARG

BANDRA East
MUMBAI 400051

No. CE(COMM)/OA/ **No 2 1 6 5 9**

Date: **1 5 SEP 2021**

To,

M/s Viraj Profile Ltd,
Viraj Tower, Ground & 1st Floor,
Junction of Andheri Kurla Road,
Western Express Highway, Near
Land Mark Building,
Andheri (East) Mumbai-69

Sub.: -Termination of Medium term open access of r/o M/s Viraj Profile Ltd.

- Ref.: - 1. T.O.L No OA/Thermal/7220,7221,7222,7223 and 7224 dated 26.03.2021.
2. MSETCL STU -Noc for MTOA No 1841,1842,1843,1844 and 1845 dated 23.3.2021
3. M/s Viraj Profile Ltd letter received on email dated 15.9.2021.

In connection with the above subject and reference, this office vide letters u/r (1) has issued Medium Term Open Access permission to the following of M/s Viraj Profile Ltd for availing power from their Group Captive Power Plant M/s JSW Energy Ltd at Jaigad Dist Ratnagiri for the period from 1.4.2021 to 31.3.2022.

Sr No	Name of Consumer	Consumer No	Open Access Contract Demand (MW)	Open Access Period
1.	Viraj Profile Ltd	003019027510	43.00	1.4.2021 to 31.3.2022
2.	Viraj Profile Ltd	003019029150	2.21	1.4.2021 to 31.3.2022
3.	Viraj Profile Ltd	003019031500	3.00	1.4.2021 to 31.3.2022
4.	Viraj Profile Ltd	003019021679	1.80	1.4.2021 to 31.3.2022
5.	Viraj Profile Ltd	003209043000	6.0	1.4.2021 to 31.3.2022

Now, this office is in receipt of your letter received vide email dated 15.9.2021 under reference (3) for termination of Medium term open access of above 5 consumers with effect from 15.9.2021 @24.00 hrs

It is observed that medium term open access permission have also been issued by MSETCL STU under MERC (TOA) Regulation 2016 vide letter u/r (2).

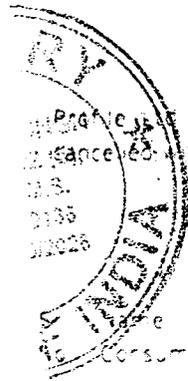
In view of the above, your attention is invited to the MERC (Transmission Open Access) Regulation 2016 as under;-

"Regulation 27.2 -Medium-term Open Access

A Medium-term Open Access Consumer may relinquish Open Access rights, fully or partly, by giving at least thirty days' notice to the Nodal Agency:

Provided that such Consumer shall pay the applicable Transmission Charges for the period of relinquishment or thirty days, whichever is less."

Accordingly, the medium term open access permission issued to M/s Viraj



Profile (5 Nos.) for availability from the Group CPP M & ISW Energy Ltd. are hereby
 guidance in effect from 16.9.2021 subject to the following
 you have to also apply to STU, MSEDCL for cancellation of MTR/A Permission.
 The cancellation of permission will be subject to payment of transfer cost
 charges as given below.

Consumer	Consumer No.	Open Access Contract Demand (MW) as per STU	Transmission Charges (Rs/W/Month)	Transfer cost charged (Rs.)
1. Viraj Profile Ltd	003019027510	44.41	203	11529835
2. Viraj Profile Ltd	003019029100	2.41	203	640615
3. Viraj Profile Ltd	003019031110	2.35	203	623775
4. Viraj Profile Ltd	003019021679	2.01	203	623775
5. Viraj Profile Ltd	003009420000	0.20	203	161900
TOTAL		51.38		15369720

- The necessary intimation shall be given to the generator, group CPP at your end and MSEDCL with MTR/A and the intimation to be signed by legal/financial department of the consumer.
- You will be liable to pay the cost of Surcharge and Additional Surcharge as may be applicable if the group CPP is to comply the CPP Criteria at the end of the Contract period 2021.

It is inform for the necessary intimation to the concerned G & M Office for restoration of Contract Demand at the prevailing rate of the prevailing rate and Surcharge Regulations 2021.
 Thanking you.

Yours faithfully,

 Chief Engineer (Commercial)
 MSEDCL

- Copy's with to
- The Director (Commercial), MSEDCL, Mumbai.
 - The Executive Director, Trans. STU, MSEDCL, Prakashnagar, Bandra, E.M. mba.
- Copy's with to
- The Chief Engineer, MSEDCL, Aurangabad.
- Copy to :-
- The Superintending Engineer, MSEDCL, D & M, Paigdar.



Govt. of Maharashtra Undertaking
CIN: U0709MH2005SGC153645

Com/OA/ 27213

Date: 03 NOV 2021

To
M/s BFN Forging Private Ltd.,
Survey No. 140/2,
Village & Post Saravali,
Palghar Road, Boisar, Palghar-401501.

Sub - Termination of Medium Term Open Access permission in r/o M/s BFN Forging Private Ltd (M/s Bebitz Flanges Works Private Ltd).

- Ref. -**
1. T.O.L No OA/Thermal/ 7225 dated 26.03.2021.
 2. MSETCL STU –NOC for MTOA No 1840 dated 23.3.2021
 3. M/s BFN Forging Private Ltd letter received on email dated 8.10.2021.
 4. MSETCL/CO/C.E./STU/R & C/6365 dated 27.10.2021.

In connection with the above subject and reference, this office, vide letter u/r (2), has issued a Medium Term Open Access permission to M/s BFN Forging Private Ltd (M/s Bebitz Flanges Works Private Ltd) for availing power of 1.63 MW under Open Access from their Group Captive Power Plant of M/s JSW Energy Ltd at Jaidar Dist Ratnambur for the period from 1.4.2021 to 31.3.2022.

Sr No	Name of Consumer	Consumer No	Open Access CD	Open Access Period
1.	M/s BFN Forging Private Ltd (M/s Bebitz Flanges Works Private Ltd)	003019026750	1.63 MW	1.4.2021 to 31.3.2022

Now, this office has receipt of your office letter under reference (3), received on email dated 08.10.2021), for termination of Medium term open access permission with immediate effect.

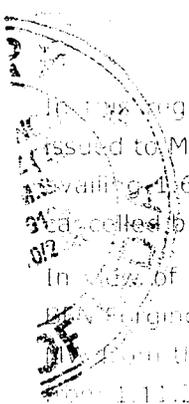
It is observed that medium term open access permission has been issued by MSETCL STU, vide letter u/r (2), under the MERC (TOA) Regulations, 2016.

In view of the above, your attention is directed to the regulation 27.2 of the MERC (Transmission Open Access), Regulation 2016 as under:

27.2 -Medium-term Open Access

A Medium-term Open Access Consumer may relinquish Open Access rights, fully or partly, by giving at least thirty days' notice to the Nodal Agency;

Provided that such Consumer shall pay the applicable Transmission Charges for the period of relinquishment of thirty days, and thereafter, cess.



In this regard, it is observed that the medium term open access permission issued to M/s BFN Forging Private Ltd (M/s Bebitz Flanges Works Private Ltd) for availing 1.63 MW power from the Group CPP of M/s JSW Energy Ltd has been cancelled by STU vide letter, under reference (4).

In view of the above, the medium term open access permission issued to M/s BFN Forging Private Ltd (M/s Bebitz Flanges Works Private Ltd) for availing 1.63 MW from the Group CPP of M/s JSW Energy Ltd is hereby cancelled with effect from 1.11.2021 subject to the following:

- 1. The cancellation of permission will be subject to payment of transmission charges as given below:

Sr No	Name of Consumer	Consumer No	Type / Access CD	Transmission Charges (Rs./Cu.Meter)	Transmission Charges (Rs.)
1	M/s BFN Forging Private Ltd (M/s Bebitz Flanges Works Private Ltd)Ltd	003019024750	1.63 MW	263	428690
TOTAL			1.63 MW		428690

- 2. The necessary intimation shall also be given to the generator group CPP at their end and MSEDCL and MSETCL shall be indemnified against any extra financial implications whatsoever.

- 3. It will be liable to pay Cross Subsidy Surcharge and Additional Surcharge as may be applicable if the group CPP fails to comply the CPP Criteria at the end of the Financial Year 2021-2022.

It is inform further that you have to apply the concern O & M charges for restoration of Contract Demand as the provisions of the MERC (Supply Code and SOP) Regulations 2021; if you so desire.

Thanks for your information and further needful please.

Thanking you,

Yours faithfully,

[Handwritten Signature]
Chief Engineer (Commercial)

Copy s.w.r.to:

- 1. The Director (Commercial), MSEDCL, Mumbai.
- 2. The Executive Director (Trans/STU), MSETCL, Mumbai.

Copy f.w.c.to:

- 1. The Chief Engineer, O&M Zone, MSEDCL, Karwar.
- 2. The Chief Engineer (MS/DC), Arrol, Kalwa.

Copy to:- The Superintending Engineer, O & M Circle, MSEDCL, Rajapur.

Ref. No.: CE/Comm/

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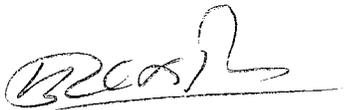
Date: 28 JUN 2022

WHOMSOEVER IT MAY CONCERN

AUTHORITY LETTER

We, Maharashtra State Electricity Distribution Company Limited hereby authorized Mr. Dattatraya Ramchandra Bansode, Chief Engineer (Commercial) of Maharashtra State Electricity Distribution Company Limited to sign, affirm, verify and file on behalf of the MSEDCL Vakalatnama, Affidavits, Petitions and Interim Applications in the matter of Petition under Section 94 of the MERC (Conduct of Business) Regulations, 2004 and in the matter of Section(s) 9 read with 10 of the Electricity Act, 2003.

Dated this 28th of June, 2022.


Director (Commercial)
MSEDCL

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
VOUCHER**

147

Scheme: MERC FEES

Ref. Order No.:merc fees rs 10000

COMPANY CODE	PROFIT CENTER NO.	PROFIT CENTER NAME	DOCUMENT TYPE	DOCUMENT NO.	POSTING DATE		
1000	9950	HO ACCOUNTS SECTION	KR	1600007691	25.05.2022		
VENDOR/CUSTOMER/EMPLOYEE NO		DUE DATE	REFERENCE ORDER NUMBER		DOCUMENT DATE		
0900001993		25.05.2022	MERC FEE		25.05.2022		
MODE OF PAYMENT			BANK				
NAME OF VENDOR/EMPLOYEE			Maharashtra Electricity Regulatory				
BANK ACC.No		301928J0455	IFSC RTGS Code		SBIN0005345		
BENIFICARY NAME		Maharashtra Electricity	BANK NAME		STATE BANK OF INDIA		
Description of Transtion							
Sr. No	SGL Ind	GL CODE	GL TEXT	TEXT	COST CENTER	AMOUNT	DR/CR
01		40402401	Fees and Subscriptions	Petition for Treatment of Captive Appl.	99500017	10,000.00	DR
TOTAL-Dr						10,000.00	DR
01		10902002	Payable to H Vendor	Petition for Treatment of Captive Appl.		10,000.00	CR
TOTAL-Cr						10,000.00	CR
Net amount Payable/Paid						10,000.00	CR

Net Amount paid in words
TEN THOUSAND Rupees

Received with thanks from Maharashtra State Electricity Distribution Co. Ltd.

Signature of the Receiver

UTR No MAHBHQ22146562217

Dt 26.05.2022

dk
25/5/22

**BEFORE THE MAHARASHTRA ELECTRICITY REGULATORY
COMMISSION MUMBAI
Case No. _____ of 2022**

IN THE MATTER OF:

Petition under Section 94 of the MERC (Conduct of Business) Regulations, 2004.

AND

IN THE MATTER OF

Section(s) 9 read with 10 of the Electricity Act, 2003.

AND

IN THE MATTER OF

Maharashtra State Electricity Distribution

Company Limited ("MSEDCL")

...Petitioner

VERSUS

The Captive consumers in Maharashtra and Others

... Respondent

Memo of Authorization

I, Dattatraya Ramchandra Bansode, Chief Engineer (commercial) on behalf of the Maharashtra State Electricity Distribution Company Limited, the Petitioner in the abovenamed matter, do hereby nominate, appoint and constitute DSK Legal to act, plead and appear on behalf of the Respondent in the aforesaid matter.

IN WITNESS WHEREOF, I have set and subscribed my hands to this writing on this 28 day of July 2022.

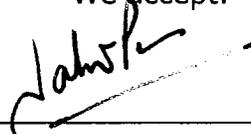
Place: Mumbai

Date: 28/07 2022.


Petitioner

Chief Engineer (Commercial)
MSEDCL, Pankashgad, 5th Floor
Opp. Anant Kanekar Marg,
Bandra (East), Mumbai - 400 051

We accept:



Address for Correspondence

DSK Legal

Advocates and Solicitors

C-16, Dhanraj Mahal, 3rd Floor,

Chhatrapati Shivaji Marg,

Appollo Bunder,

Mumbai – 400 001.

Email: rahul.sinha@dsklegal.com;

Ph: 022-6152 6000