छत्तीसगढ़ राज्य
विद्युत नियामक आयोग

Index

BEFORE THE

CHHATTISGARH STATE ELECTRICITY REGULATORY COMMISSION

IRRIGATION COLONY, SHANTI NAGAR, RAIPUR -492001 (C.G.)

Filing No. .....

IN THE MATTER OF: Jindal Steel and Power Limited (JSPL-D)
Kharsia Road, Raigarh, Chhattisgarh

..... Petitioner / Applicant

INDEX

Sr	Description	Annexures	Page No.
1.	Application to allow the purchase power for onward distribution to consumers of JSPL distribution license area in pursuant to powers conferred to the Hon'ble Commission under section 86 (1) (b) of the Electricity Act 2003 along with Affidavit.		1-7
2.	Proposals received by JSPL for short term procurement of power for the months of May to July 2022, is annexed hereto and marked as **ANNEXURE-1.**	1	8-15
3.	Authority Letter		16-19
4.	Vakalatnama		20-21
5	SBI Chq. No.724788 dtd.17.05.22 of Rs.10,000/- enclosed as Petition fee.		

Date: 17.05.2022

Raipur, Chhattisgarh

For, Jindal Steel & Power Limited

Authorised Signatory

Petition

BEFORE THE

CHHATTISGARH STATE ELECTRICITY REGULATORY COMMISSION

IRRIGATION COLONY, SHANTI NAGAR, RAIPUR -492001 (C.G.)

Filing No. .....

IN THE MATTER OF: An application to allow purchase of power for onward distribution to consumers of JSPL distribution license area in pursuant to powers conferred to the Hon'ble Commission under section 86 (1) (b) of the Electricity Act 2003.

AND

IN THE MATTER OF: Jindal Steel and Power Limited (JSPL-D)
Raigarh, Chhattisgarh

..... Petitioner

THE PETITIONER ABOVE NAMED MOST RESPECTFULLY SHEWETH:

1. That, Jindal Steel Power Limited (Herein called as "JSPL") was granted a distribution license by the Hon'ble Commission vide order No. 129/ CSERC/2005 dated 29/11/2005 for distribution and retail supply of electricity in the area of O.P.Jindal Industrial Park (OPJIP) and in the area of villages Tumdih and Punjipathra of Gharghoda tehsil in Raigarh District of the state of Chhattisgarh.

2. That, JSPL was in agreement with Jindal Power Limited (JPL) to procure uninterrupted power for onward supply to the distribution license area. The aforesaid agreement has now expired on 31.03.2022. It is worth stating that the Hon'ble APTEL in a Judgment dated 06.05.2022 of Appeal Nos. 72 & 100 of 2016 permitted JSPL to procure electricity from the market through competitive bidding route under Section 63 of the Electricity Act, 2003 and supply the same to the consumers. The said Judgment settled all the past issues regarding uncertainty qua source of power (for procurement by JSPL) and tariff to be charged by JSPL for onwards retail sale to consumers. The relevant extract of the said judgment is reproduced hereinbelow:

For Jindal Steel & Power Limited

Authorised Signatory

"105. At this stage, we are of the opinion that the directions as rendered, including the tariff provisioned, by the High Court shall continue to be in place till such the time, the tariff is determined by the State Commission. Further, opined that the tariff so determined or fixed, under the directions of the High Court, shall be considered as final during the period of its applicability without prejudiced to the rights of the parties.

SUMMARY OF OUR FINDINGS:

106. The State Commission is directed to immediately:

i. determine the available surplus capacity and its pattern;

ii. carry out technical analysis for supply of surplus power for the distribution business from the Raigarh CPP and DongamahuaCPP;

iii. allow JSPL to procure required quantum of electricity through competitive bidding for long term;

iv. determine the tariff for the Distribution Licensee i.e. JSPL from the FY 2011-12, on the basis of already available data and data further furnished by JSPL or otherwise gathered suo moto by the Commission.

107. The mutually agreed tariff fixed under the directions of the High Court shall continue to be in force till the tariff is determined by the State Commission, and will apply subject to modification / directions, if any, by the superior court.

ORDER

For the foregoing reasons as stated above, we are of the considered view that the present Appeals i.e., Appeal no. 72 of 2016 and Appeal no. 100 of 2016 have merit and are allowed."

From the aforesaid, the Hon'ble APTEL, *inter alia*, held that JSPL has the right to procure power through competitive bidding for long term period, and supply the same to the end consumers. The tariff mutually agreed by the parties before the Hon'ble Chhattisgarh High Court is tobe applicable, till the period there is any order of this Hon'ble Commission regarding the tariff at which power is to be supplied byJSPL.

3. It is now submitted that there has been acute shortage of power, on account of a shortage of coal availability in the country. This has led to a situation where most distribution licensees are finding it difficult to make adequate power available to their

For, Jindal Steel & Power Limited

Authorised Signatory

end consumers, and are forced to undertake load shedding. The power situation in some of the States is as follows:

Chhattisgarh- In the State, the Hon'ble Commission is well aware of the shortage of power by CSPDCL is facing, while servicing the power requirements of its consumers. It is stated that there is an ongoing shortage of approx. 200 to 500 MW, which is resulting into load shedding.

Maharashtra- MSEDCL (Maharashtra State Electricity Distribution Company Ltd.), which is the largest distribution licensee in the State, is facing a power deficit of about 3000 MW, which is resulting into curtailment/ load shedding for the end consumer in various cities.

Rajasthan- A mandatory power cut has been defined for all cities across Rajasthan to address the shortage of power in the State, effective from 28.04.2022.

Haryana- The State has been suffering from power shortage on account of the prevalent situation of coal availability, so much so that the deficit has ranged from 500 MW to 1288 MW over the past few days. This is resulting in load shedding across the State.

In the above context, especially keeping in mind the present peculiar situation, and coupled with the historical situation whereby there was never a tariff (reflective of actual costs) determined for JSPL, it has made procurement of power and supply to its consumers virtually impossible. Additionally, JPL has intimated its inability to supply power to JSPL after 31.03.2022 considering significant increase in cost of generation and prices of coal. Under these circumstances JSPL is forced to file the present petition for the purpose of seeking emergency approval from this Hon'ble Commission under section 86 of the EA 2003, in order to enable JSPL to procure power from market to supply power to its consumers.

Furthermore, as observed in the aforesaid judgment by the Hon'ble APTEL, JSPL has also started the process of long term procurement of power through competitive bidding, however, since the same may take some time, there is a pressing urgency to seek emergency approval from this Hon'ble Commission regarding procurement of

For Jindal Steel & Power Limited

Authorised Signatory

power for servicing the consumers. It is pertinent to state that the availability of coal in the prevailing situation is difficult for any short term purchase of power, , as compared to a long term procurement of power for which linkage coal is available. Thus, keeping in mind the aforesaid, this Hon'ble Commission ought to exercise its powers under section 86, especially section 86(1)(b), of the EA 2003 for the purpose of granting immediate approval to JSPL for procuring power in the short term to meet the emergent situation in its licensed area.

4. In view of the aforesaid, it is stated thatthe average Market Clearing Price (MCP)at power exchange for last Q3 of FY 2021-22 i.e from 01.01.2022 to 31.03.2022 is Rs. 5.35 per kWh. The MCP for April 22 is Rs. 10.07 per kWh and for first 15 days of May 22 is Rs. 8.23 per kWh. (*Source: https://www.iexindia.com/MarketData/AreaPrice.aspx?Area=W3*). Presently, with peak summer going on and power consumption rising on a daily basis coupled with insufficient coal stock at power plants may result in a crisis on coming days. As per market reports, the Central Govt. has stepped in to tackle the power crisis by invoking Section 11 of the EA, 2003 mandating imported coal-based projects to generate power at full capacity. In view of the same, the MCP is further expected to rise for subsequent months.

5. That, JSPL invited bids from power generators for supply of 200 MW + 10% for the period 01.04.2022 to 31.03.2023. The bids received are as hereunder:

a. M/s DB Power Limited – Rs. 9.10 per kWh at Delivery point
b. M/s Jindal India Thermal Power Limited – Rs. 14.00per kWh at Delivery Point
c. M/s Jindal Power Limited – Rs. 8.70per kWh at Delivery point.

In this regard, it is stated that JSPL had filed a petition, being petition no. 32 of 2022, seeking adoption of tariff in terms of the aforesaid bid process, for the period 01.04.2022 to 31.03.2023. The said petition was filed subject to the outcome of the judgment by the Hon'ble APTEL in Appeal Nos. 72 and 100 of 2016. In the said petition, this Hon'ble Commission held a hearing on 27.04.2022, and that the said petition is now listed for hearing on 16.06.2022.

For, Jindal Steel & Power Limited

Authorised Signatory

6. While a decision in the above petition may take time, and also the fact that pursuant to the aforementioned judgment, which was passed by Hon'ble APTEL dated 06.05.2022, the Petitioner has also initiated a process for long term procurement of power through bidding route. As such, through the present petition,the Petitioner/ JSPL seeks emergency approval of short term power procurement for the limited period of May to July 2022, under section 86(1)(b). In this regard, the proposals received by JSPL for short term procurement of power for the months of May to July 2022, is annexed hereto and marked as **ANNEXURE-1**.

7. It is stated that the Hon'ble APTEL has given liberty to this Hon'ble Commission to determine tariff of the Petitioner, which includes power purchase as well as network and other related costs. Accordingly, in terms of the present petition, this Hon'ble Commission is required to approve the tariff for procurement of power, under short-term, for the period of May to July, 2022. This Hon'ble Commission ought to further permit the Petitioner to supply the said power to its consumers within its licensed area of supply at Rs. 9.35 per unit, which is inclusive of RPO & other T&D Costs pursuant to powers conferred to this Hon'ble Commission under sections 62 and 86 of the Electricity Act 2003. The Petitioner craves leave to provide any supporting documents for the purpose of approving the network and other related costs of its distribution system, alongwith the cost of aforesaid power purchase, for the purpose of this Hon'ble Commission approving the same.

8. That, as already submitted hereinabove, the Hon'ble APTEL vide its Judgement dated 06.05.2022 in Appeal No. 72 & 100 of 2016has directed the Petitioner to purchase power through Long term competitive bidding process under Section 63 of EA, 2003. The Petitioner has already initiated the process for conducting the bid process and shall conclude within the stipulated time. Thereafter, the Petitioner shall approach the Hon'ble Commission for adoption of tariff for the same, post expiry of the aforesaid short term procurement of power.

9. That, the Petitioner requests the Hon'ble Commission to pass an Order allowing JSPL to procure power from market / bilateral agreement / short-term bids from generators / traders at Rs.9.15 (i.e. Average MCP for April and May 2022) and supply to consumers of JSPL-D at Rs.9.35 per unit for the months of May to July 2022 . JSPL

For, Jindal Steel & Power Limited

Authorised Signatory

is in continuous endeavour to minimize the power purchase cost and is expecting to purchase power at a reduced cost after signing of Long-term PPA.

10. The present Petition is made bonafide and made in the interest of justice. The Petitioner craves leave to make any further submissions at a later stage, if required, by this Hon'ble Commission.

Prayer:

The Petitioner respectfully prays before the Hon'ble Commission to:

a. Admit the instant Petition for urgent hearing;

b. Examine the proposals submitted by the Petitioner for a favorable consideration along with clarifications submitted in this regard;

c. Approve the tariff for procurement of power, under short-term, for the period of May to July, 2022 as detailed in the present petition, and permit the Petitioner to supply the said power to its consumers within its licensed area of supply at Rs. 9.35 per unit, which is inclusive of wheeling and other charges, pursuant to powers conferred to the Hon'ble Commission under sections62 and 86 of the Electricity Act 2003;

d. Condone any inadvertent omissions/ errors/ shortcomings/ delays and permit JSPL to make further submissions as may be required at a future date to support this petition in terms of modification / clarification; and

e. Pass such further and other order or orders, as the Hon'ble Commission may deem fit and proper, keeping in view the peculiar facts and circumstances of the present case and in the interest of justice.

For, Jindal Steel & Power Limited

Authorised Signatory

Petitioner

Raigarh, Chhattisgarh

Dated: 17.05.2022

Affidavit

NOTARY S.K. Tiwari Notary (Advocate) RAIPUR (C.G.) INDIA Reg. No. C.G. 1/20 19/02/2018 GOVT. OF CHHATTISGARH

BEFORE THE HON'BLE CHHATTISGARH STATE ELECTRICITY REGULATORY COMMISSION, AT RAIPUR

PETITION NO. _____ OF 2022

NOTARY S.K. Tiwari Notary (Advocate) RAIPUR (C.G.) INDIA Reg. No. C.G. 1/20 19/02/2018 NOTARIAL NOTARIAL GOVT. OF CHHATTISGARH

IN THE MATTER OF:

Jindal Steel and Power Limited .....**PETITIONER / APPLICANT**

Raigarh, Chhattisgarh

An application to allow the purchase power for onward distribution to consumers of JSPL distribution license area in pursuant to powers conferred to the Hon'ble Commission under section 86 (1) (b) of the Electricity Act 2003.

AFFIDAVIT

I, Pradeep Tandon, S/o Late Dr. R.S. Tandon aged about 59 years, Authorized Signatory of Jindal Steel and Power Limited, 13 KM Stone, NH-06, Great Eastern Road, Mandir Hasaud, Chhattisgarh – 492101, do hereby solemnly affirm and state as follows:

12

1. That I am the Authorized Representative of the Petitioner Company in the abovementioned matter and am fully conversant with the facts of the case and able to depose to the facts of the case.

2. I have gone through the contents of the Petition / Application, and I say that the contents stated therein, and the documents annexed are based on the records of the Petitioner maintained in the ordinary course of business and are believed to be true by the deponent.

NOTARY S.K. Tiwari Notary (Advocate) RAIPUR (C.G.) INDIA Reg. No. C.G. 1/20 19/02/2018 GOVT. OF CHHATTISGARH

For, Jindal Steel & Power Limited

Authorised Signatory

DEPONENT

VERIFICATION

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

Verified at Raipur on this 17th day of May, 2022.

Identifying Witness

SOLEMNLY AFFIRMED OR SWORN BEFORE ME BY THE WITHIN NAMED

S. K. TIWARI, NOTARY (ADVOCATE) RAIPUR (C.G.)

17 MAY 2022

For, Jindal Steel & Power Limited

Authorised Signatory

DEPONENT

Authority letter

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-DL31213458857671R
Certificate Issued Date	:	30-Jul-2019 04:15 PM
Account Reference	:	IMPACC (IV)/ dl773803/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL77380368579812007818R
Purchased by	:	JINDAL STEEL AND POWER LIMITED
Description of Document	:	Article 48(c) Power of attorney - GPA
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	JINDAL STEEL AND POWER LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	JINDAL STEEL AND POWER LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

This stamp paper forms an integral part of the power of attorney dated June, 29/2020 in favour of Mr. Pradeep Tandon.

For, Jindal Steel & Power Limited

Authorised Signatory

JINDAL STEEL & POWER LIMITED * NEW DELHI *

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Power of Attorney

We, Jindal Steel & Power Limited ("JSPL"), a Company registered under the Companies Act, 1956, (CIN: L27105HR1979PLC009913) having its registered office at O.P Jindal Marg, Hisar, 125005, India and its Corporate office at Jindal Centre, 12, Bhikaiji Cama Place, New Delhi 110066, India, do hereby appoint Mr. Pradeep Tandon, S/o Late Dr. R.S. Tandon, aged about 58 years and presently residing a t B-9, Romanesque Villas, G.E. Road, Raipur (C.G.) and working as President, as our true and lawful attorney ("Attorney") and is authorised to do all or any of the following acts, deeds and things that is to say:

1) to seek approval/ permission/ allotments from revenue and other departments based at Raipur, Chattisgarh for acquisition of land from government/ private parties/ persons, for projects of JSPL, take steps to purchase of land including to file applications, take possession(s), give receipt(s), sign necessary document(s) including sale deed(s) and represent the Company before such department(s).

2) to sign and submit applications for seeking permission for supply of water to the plants of JSPL from rivers, dams and other sources, represent the Company before concerned authorities/ departments based at Raipur, Chhattisgarh and execute necessary agreements with them.

3) to represent and appear on behalf of JSPL before Electricity Department, State Electricity Board, State Electricity Regulatory Commission and any other Electricity Office based at Raipur, Chhattisgarh, sign and submit application(s) for seeking various approval(s)/permission(s)/license(s) from these authorities and execute necessary documents with them.

4) to sign and submit application(s) for seeking mining lease(s)/ license(s), prospecting lease(s)/license(s), represent JSPL before concerned authorities/ departments based at Raipur, Chhattisgarh and execute lease(s)/license(s) agreement with them.

5) to seek clearance(s)/ permission(s)/ license(s) from State Pollution Control Board and forest/ environment department based at Raipur, Chhattisgarh, represent JSPL before such authorities/ departments and sign and submit necessary application(s)/ paper(s)/ document(s).

6) to represent the Company before various office(s)/ Authorities of labour department of State of Chhattisgarh based at Raipur for seeking necessary approval(s)/ permission(s)/ license(s), sign and submit necessary application(s)/ document(s).

7) to do all other acts, deeds and things which are incidental or supplementary to the above mentioned purposes.

I, Anoop Singh Juneja, Company Secretary & Compliance Officer of the Company has been authorized, vide resolution passed by the Board of Directors at its meeting held on December 18, 2019, to issue and execute the Power of Attorney on behalf of the Company in favour of said attorney(s).

The validity of the said Power of Attorney shall be for a period of two years from the date of issue or suo-moto cancellation by the Company or cessation of employment of the attorney holders, whichever is earlier.

For, Jindal Steel & Power Limited

Authorised Signatory

The Power of attorney issued earlier stands revoked with effect from 29th day of June 2020.

Signed and issued at New Delhi on this 29th day of June 2020.

For and on behalf of **Jindal Steel & Power Limited**

Anoop Singh Juneja
Company Secretary & Compliance Officer

The common seal of Jindal Steel & Power Limited has hereto been affixed this 29th day of June, 2020 in the presence of Mr. Anoop Singh Juneja, Company Secretary & Compliance Officer, in accordance with the Article 113 of the Article of association of the Company.

Accepted: Pradeep Tandon

Attested:

Company Secretary & Compliance Officer

Witnesses:

1. SAJESH MENON
JSPL, Mandir Hasaud
Raipur

2. SANDEEP MISHRA
JSPL, MANDIR HASAUD,
RAIPUR

For, Jindal Steel & Power Limited

Authorised Signatory

JINDAL STEEL & POWER

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF JINDAL STEEL AND POWER LIMITED IN ITS MEETING HELD ON DECEMBER 18, 2019 AT NEW DELHI

"**RESOLVED THAT** pursuant to Section 203 and other applicable provisions, if any, of the Companies Act, 2013 read with the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014, Mr. Anoop Singh Juneja (FCS No.6383) be and is hereby appointed as Company Secretary of the Company with immediate effect as per the terms as approved and recommended by the Nomination and Remuneration Committee;

RESOLVED FURTHER THAT Mr. Anoop Singh Juneja, Company Secretary shall be a Key Managerial Personnel and Compliance Officer of the Company in terms of the Companies Act, 2013 read with rules made thereunder and Securities and Exchange of India (Listing Obligation and Disclosure Requirements) Regulations, 2015, as amended, from time to time;

RESOLVED FURTHER THAT pursuant to the provisions of Investor Education and Protection Fund Authority (Accounting, Audit, Transfer and Refund) Rules, 2016, Mr. Anoop Singh Juneja, Company Secretary of the Company be and is hereby appointed as Nodal Officer of the Company for the purpose of verification of the claims and co-ordination with Investor Education and Protection Fund Authority ("IEPF Authority").

RESOLVED FURTHER THAT Mr. Anoop Singh Juneja, Company Secretary of the Company be and is hereby also authorised to sign, whether digitally or otherwise and file all returns, forms, declarations, applications and other documents for and on behalf of the Company which are required to be filed, submitted, registered or recorded in the office of Ministry of Corporate Affairs, Registrar of Companies, IEPF Authority, Regional Directors, National Company Law Tribunal, Company Law Board, Securities and Exchange Board of India, Stock Exchanges, Reserve Bank of India and other Government Departments/ Authorities/ Offices/Institutions in terms of various provisions of Companies Act, 2013, other Acts/ laws and Rules / Regulations framed there under and as may be amended from time to time;

RESOLVED FURTHER THAT Mr. Anoop Singh Juneja, Company Secretary of the Company be and is hereby authorised to represent the Company before various Authorities, Bodies, Tribunals and verify, sign and submit form(s), application(s), documents, papers etc. to the Statutory /Regulatory Authority(ies), Court(s), Tribunal(s), Government office(s), Authority(ies), sign and issue vakalatnama(s), undertaking(s), affidavit(s), agreement(s), MOUs and other legal documents, Issue Letter of authority and/ or issue and execute power of attorney in favour of executives or official(s) of the Company or any other person, affix the common seal of the Company, if required, as per the Articles of Association on such documents as may be required for the Company's business and operations, from time to time."

For Jindal Steel & Power Limited

Anoop Singh Juneja
Company Secretary & Compliance Officer

Certified to be true.../-

Issued on: June 29, 2020
Place: New Delhi

For, Jindal Steel & Power Limited

Authorised Signatory

Jindal Steel & Power Limited
Corporate Office Jindal Centre, 12 Bhikaiji Cama Place, New Delhi 110 066
CIN: L27105HR1979PLC009913
T +91 11 4146 2000 F +91 11 2616 1271 W www.jindalsteelpower.com, E: jsplinfo@jindalsteel.com
Registered Office O. P. Jindal Marg, Hisar, 125 005, Haryana

Vakalatnama

BEFORE THE HON'BLE CHHATTISGARH STATE ELECTRICITY REGULATORY COMMISSION, AT RAIPUR

PETITION NO. OF 2022

IN THE MATTER OF:
An application to allow the purchase power for onward distribution to consumers of JSPL distribution license area in pursuant to powers conferred to the Hon'ble Commission under section 86 (1) (b) of the Electricity Act 2003.

AND IN THE MATTER OF:
Jindal Steel and Power Limited (JSPL-D) ...**PETITIONER**

VAKALATNAMA

I, Pradeep Tandon, S/o Dr. R.S. Tandon, aged about 59 years, Authorized Representative of Jindal Steel and Power Limited, the Petitioner herein in the captioned ~~.....~~ Petition do hereby appoint and retain **HEMANT SINGH, MRIDUL CHAKRAVARTY, BIJU MATTAM, CHETAN GARG, LAKHYAJIT SINGH BAGDWAL, ROBIN KUMAR, ANKITA BAFNA, HARSHIT SINGH, LAVANYA PANWAR, ALCHI THAPLIYAL**, Advocate/s, Charter Law Chamber, Attorneys-at-law, to appear, plead and act for me/us in the above petition, and to conduct and prosecute all proceedings that may be taken in respect thereof and applications for return of documents, enter into compromise and to draw any moneys payable to me/us in the said proceeding, and also to appear in all applications for review and for leave to the Supreme Court of India in all applications for review of judgement.

For, Jindal Steel & Power Limited

Authorised Signatory

For, Jindal Steel & Power Limited

Authorised Signatory

Place:
Date:

Signature of the Party

Executed in my presence.
"Accepted"

D/1810/07

[**HEMANT SINGH**]
M/s Charter Law Chambers
CHARTER LAW CHAMBERS
ATTORNEYS-AT-LAW
"CLC HOUSE"
G-10, Jangpura Extension
New Delhi– 110 014
Ph: 011 – 4166617/18
E-MAIL: desk@charter.law

Signature with date
(Name and Designation)

D/3185/2019
[CHETAN GARG]

MAH/4290/2019
[HARSHIT SINGH]

D/2048/2018
LAKSHYAJIT SINGH BAGHOWAL

D/5117/2021
LAVANYA PANWAR

ANNEXURE 1

D B POWER LIMITED

CIN: U40109MP2006PLC019008
Corporate Office: 3rd Floor, Naman Corporate Link, Opp. Dena Bank, C-31, G- Block,
Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, Tel No +91-22-7156 6000, Fax: 09699610110

Ref.: DBPL/PSR/JSPL/ OFFER/20220204 Date: 04.03.2022

To,
Jindal Steel & Power Ltd. – Distribution
Patrapali, Kharsia Road,
Raigarh, Chattisgarh-496001

Sub: Offer for sale of power for the period 01.04.2022 to 31.03.2023

Dear Sir,

We write with reference to your mail dt 01.04.2022, we are pleased to confirm that **DB Power Limited** has surplus power of 200MW ± 10% for the period 01.04.2022 to 31.03.2023. The details of offer and term and conditions are as under :-

Sr.No	Term	Details
1	**Seller**	M/s DB Power Limited
2	**Buyer**	M/s Jindal Steel & Power Ltd. – Distribution
3	**Nature of Power**	Firm
4	**Type of Power**	Power may be supplied in the combination of Black, Green and Clean power. JSPL has the right to use the green power for offsetting the RPO. JSPL or use this power within the licensee area or in associated companies.
5	**Quantum of Power (MW)**	200MW ± 10% at Delivery Point
6	**Period of Supply**	01.04.2022 to 31.03.2023
7	**Delivery Point**	Interconnection of JSPL with Chhattisgarh STU system at 220 KV level at Raigarh
8	**Tariff (Rs/kWh)**	**Rs. 9.10 /kwh at delivery point**
9	**Billing Cycle**	Monthly bills shall be raised by the seller after receipt of the Provisional / Final REA for the previous month issued by Western Regional Power Committee. Any debit/ Credit note to be adjusted on monthly basis in line with the CSERC guidelines.
10	**Due date of Payment**	Within 7 days of submission of Bill to buyer through fax/E-mail.
11	**Rebate**	2 % rebate on billed amount if the full payment is made within

D B POWER LIMITED

CIN: U40109MP2006PLC019008

Corporate Office: 3rd Floor, Naman Corporate Link, Opp. Dena Bank, C-31, G- Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, Tel No +91-22-7156 6000, Fax: 09699610110

		due date
12	**Surcharge**	1.25% per month shall be leviable for each day of delay on all outstanding payments from 30th day from the receipt of bill.
13	**Open Access Charges & losses**	All open access charges & losses shall be borne by seller.
14	**Open access**	Scheduling and dispatch of the power shall be coordinated by Seller/Buyer with the respective RLDC/SLDC as per Relevant provisions of IEGC. Open access booking shall be on Monthly basis.
15	**Force Majeure**	Force Majeure shall include but not limited to: a. Non-availability of open access/any restrictions imposed by the RLDC/SLDC in scheduling of power due to Transmission/Grid constraint. b. Act of God, including, but not limited to lightning, drought, fire and explosion(to the extent of origination from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado of exceptionally adverse weather conditions. c. Any act of war (whether declared or undeclared), invasion, revolution, armed conflict or act of foreign enemy, blockade, embargo, not, insurrection, terrorist or military action. d. Change in Law/ change in Regulation debarring to perform the activities under this offer.
16 17	**Minimum Supply/off-take of Power**	Without prejudice to the provisions of Force Majeure, if Seller fails to supply 85% of the open access approved quantum in energy terms on monthly basis, Seller/buyer shall pay compensation @ 20% of the quoted price at the delivery point per kWh for the difference (shortage) quantity to Buyer. Similarly, if the off-take by buyer is less than 85% of the open access quantum in energy terms on monthly basis, buyer shall pay compensation @ 20% of the quoted price at the delivery point per kWh for the difference (shortage) quantity to Seller. Compensation bill shall be raised monthly, after REA reconciliation and due date shall be 7 days from the Bill date.
18	**Right to Terminate:**	Notwithstanding any other right that Seller may have under the Agreement, if buyer fails to make payment of the energy bills within the due date, Seller may, in its sole discretion choose to terminate the Agreement, without any liability whatsoever on Seller/buyer.

D B POWER LIMITED

CIN: U40109MP2006PLC019008
Corporate Office: 3rd Floor, Naman Corporate Link, Opp. Dena Bank, C-31, G- Block,
Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, Tel No +91-22-7156 6000, Fax: 09699610110

19	**Revision of Schedule/ Cancelation Open Access corridor**	Revision of schedule/cancellation of open access will be as per the open access regulation for Short Term (STOA) regulation of CERC and revised from time to time. Party seeking Revision of Schedule/ Cancelation of Open Access corridor will bear the *entire open access charges.*

We look forward to hear from you for acceptance of above offer.

Thanking You

Yours faithfully,
For **DB Power Ltd**

(Authorised signatory)
Manu Krishnan Namboothiri,
Head (Strategy, Power sales & Corporate Relationships)
Email: manu.namboothiri@dbpower.in, Mob: +91 7506256244, Land Line: +91 22 7156 6011

JINDAL INDIA THERMAL POWER LIMITED

REGD. OFF: PLOT NO. 2, POCKET C, 2ND FLOOR, NELSON MANDELA ROAD, VASANT KUNJ, NEW DELHI – 110 070
PHONE: 011-68136900 FAX: 011-26121734
WEBSITE: www.jindalgroup.com , CIN: U74999DL2001PLC109103

Ref No- JITPL/OPJ/FY-22/300322 Date- 20.03.2022

To,
OP Jindal Industrial Park (OPJIP)
Jindal Steel & Power Ltd. – Distribution
Patrapali, Kharsia Road
Raigarh, Chattisgarh-496001

Sub: Offer for sale of power for the period 01.04.2022 to 31.03.2023

Dear Sir,

We write with reference to your mail dated 08.03.2022, we are pleased to confirm that Jindal India Thermal Power Limited has surplus power of 200MW ± 10% for the period 01.04.2022 to 31.03.2023. The details of offer and term and conditions with our comments are as under:-

Sr.No.	Term	Details
1	Seller	M/s Jindal India Thermal Power Limited
2	Buyer	M/s OPJIP, Jindal Steel & Power Ltd. – Distribution
3	Nature of Power	Firm
4	Quantum of Power (MW)	200MW ± 10% at Delivery Point
5	Period of Supply	01.04.2022 to 31.03.2023
6	Delivery Point	Interconnection of JSPL with Chhattisgarh STU system at 220 KV level at Raigarh
7	Tariff (Rs/kWh)	Rs. 14/kwh at delivery point
8	Billing Cycle	For the purpose of the weekly bills, each month shall be divided into four parts, starting from 00:00 hrs of 1st, 9th, 16th and 24th day of the month to 24:00 hrs of 8th, 15th, 23rd and last day of the month respectively. After receipt of the Provisional / Final REA for the previous month issued by Western Regional Power Committee, the final bill shall be raised by the seller.
9	Due date of Payment	Within 7 days of submission of Bill to buyer through fax/E-mail.
10	Rebate	2 % rebate on billed amount if the full payment is made within due date

Sr.No.	Term	Details
11	Surcharge	1.25% per month shall be leviable for each day of delay on all outstanding payments from 15th day from the receipt of bill. JITPL's Comment- Surcharge shall be applicable from the due date of the energy bill.
12	Open Access Charges, Transmission charges & losses	All open access charges shall be borne by seller.
13	Open access	Scheduling and dispatch of the power shall be coordinated by OPJIP/ Seller/Buyer with the respective RLDC/SLDC as per Relevant provisions of IEGC. Open access booking shall be on Monthly basis. JITPL Comments- Open Access booking shall be on monthly basis. There shall be no day ahead open access booking.
14	Force Majeure	Force Majeure shall include but not limited to: a. Non-availability of open access/any restrictions imposed by the RLDC/SLDC in scheduling of power due to Transmission/Grid constraint. b. Act of God, including, but not limited to lightning, drought, fire and explosion(to the extent of origination from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado of exceptionally adverse weather conditions. c. Any act of war (whether declared or undeclared), invasion, revolution, armed conflict or act of foreign enemy, blockade, embargo, not, insurrection, terrorist or military action. d. Change in Law/ change in Regulation debarring to perform the activities under this offer.
15	Minimum Supply/off-take of Power	Without prejudice to the provisions of Force Majeure, if Seller fails to supply 90% of the open access approved quantum in energy terms on monthly basis, Seller/buyer shall pay compensation @ 20% of the quoted price at the delivery point per kWh for the difference (shortage) quantity to Buyer. Similarly, if the off-take by buyer is less than 90%of the open access quantum in energy terms on monthly basis, buyer shall pay compensation @ 20% of the quoted price at the delivery point per kWh for the difference (shortage) quantity to Seller. Compensation bill shall be raised monthly, after REA reconciliation and due date shall be 7 days from the Bill date.

Sr.No.	Term	Details
16	**Right to Terminate:**	Notwithstanding any other right that Seller may have under the Agreement, if buyer fails to make payment of the energy bills within the due date, Seller may, in its sole discretion choose to terminate the Agreement, without any liability whatsoever on Seller/buyer.
17	**Payment Security Mechanism (PSM)**	Monthly revolving irrevocable stand by Letter of Credit (LC)/Bank Guarantee (BG) without any recourse for an amount equal to 100% of 45 (forty five) days estimated energy supplied shall be established by buyer. buyer shall provide the requisite PSM to Seller 10 days prior to commencement of power flow. LC/BG opening and operating charges shall be borne by buyer, LC/BG shall be valid for one month after the expiry of the contracted period.
18	**Revision of Schedule/ Cancelation Open Access corridor**	Revision of schedule/cancellation of open access will be as per the open access regulation for Short Term (STOA) regulation of CERC and revised from time to time. Party seeking Revision of Schedule/ Cancelation Open Access corridor will bear the entire open access charges.

We look forward to hear from you for acceptance of above offer.

Thanking you and assuring you of our best services,

For Jindal India Thermal Power Ltd.

(Authorized Signatory)

JINDAL POWER

To,
Jindal Steel & Power Ltd. – Distribution
Patrapali, Kharsia Road
Raigarh, Chattisgarh-496001

Sub: Revised Offer for sale of power for the period 01.04.2022 to 31.03.2023

Dear Sir,

We write with reference to your mail dtd 28.02.2022, we are pleased to confirm that Jindal Power Limited has surplus power of 200MW ± 10% for the period 01.04.2022 to 31.03.2023. The details of offer and term and conditions are as under:-

Sr.No	Term	Details
1	Seller	M/s Jindal Power Limited
2	Buyer	M/s Jindal Steel & Power Ltd. – Distribution
3	Nature of Power	Firm
4	Type of Power	Power may be supplied from thermal Power Plant.
5	Quantum of Power (MW)	200MW ± 10% at Delivery Point
6	Period of Supply	01.04.2022 to 31.03.2023
7	Delivery Point	Interconnection of JSPL with Chhattisgarh STU system at 220 KV level at Raigarh
8	Tariff (Rs/kWh)	Rs. 8.70 /kwh at delivery point
9	Billing Cycle	Monthly bills shall be raised by the seller after receipt of the Provisional / Final REA for the previous month issued by Western Regional Power Committee or based on monthly joint meter reading. Any debit/ Credit note to be adjusted on monthly basis in line with the CSERC guidelines.
10	Due date of Payment	Within 7 days of submission of Bill to buyer through fax/E-mail.
11	Rebate	2 % rebate on billed amount if the full payment is made within due date
12	Surcharge	1.25% per month shall be leviable for each day of delay on all outstanding payments from 30th day from the receipt of bill.
13	Open Access Charges & losses	All open access charges & losses shall be borne by **Buyer.**
14	Open access	Scheduling and dispatch of the power shall be coordinated by Seller/Buyer with the respective RLDC/SLDC as per Relevant provisions of IEGC. Open access booking shall be on Monthly basis **by Buyer.**

JINDAL POWER LIMITED

15	**Force Majeure**	Force Majeure shall include but not limited to: a. Non-availability of open access/any restrictions imposed by the RLDC/SLDC in scheduling of power due to Transmission/Grid constraint. b. Act of God, including, but not limited to lightning, drought, fire and explosion(to the extent of origination from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado of exceptionally adverse weather conditions. c. Any act of war (whether declared or undeclared), invasion, revolution, armed conflict or act of foreign enemy, blockade, embargo, not, insurrection, terrorist or military action. d. Change in Law/ change in Regulation debarring to perform the activities under this offer.
16 17	**Minimum Supply/off-take of Power**	Without prejudice to the provisions of Force Majeure, if Seller fails to supply 85% of the open access approved quantum in energy terms on monthly basis, Seller/buyer shall pay compensation @ 20% of the quoted price at the delivery point per kWh for the difference (shortage) quantity to Buyer. Similarly, if the off-take by buyer is less than 85% of the open access quantum in energy terms on monthly basis, buyer shall pay compensation @ 20% of the quoted price at the delivery point per kWh for the difference (shortage) quantity to Seller. Compensation bill shall be raised monthly, after REA reconciliation and due date shall be 7 days from the Bill date.
18	**Right to Terminate:**	Notwithstanding any other right that Seller may have under the Agreement, if buyer fails to make payment of the energy bills within the due date, Seller may, in its sole discretion choose to terminate the Agreement, without any liability whatsoever on Seller/buyer.
19	**Revision of Schedule/ Cancelation Open Access corridor**	Revision of schedule/cancellation of open access will be as per the open access regulation for Short Term (STOA) regulation of CERC and revised from time to time. Party seeking Revision of Schedule/ Cancelation of Open Access corridor will bear the entire open access charges.

We look forward to hear from you for acceptance of above offer.

Thanks & Regards,

Rajesh Maurya
(Jindal Power Limited)

JINDAL POWER LIMITED