### BEFORE

# THE HON'BLE CENTRAL ELECTRICITY REGULATORY COMMISSION,

#### NEW DELHI

### APPLICATION NO. \_\_\_\_ OF 2024

### **IN THE MATTER OF:**

Application under Section 14 and Section 15 (1) of the Electricity Act, 2003 read with Regulation 6 of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of trading license and other related matters), Regulations, 2020 for grant of an inter-state category - V trading license.

### AND

### **IN THE MATTER OF:**

NEFA POWER TRADING PRIVATE LIMITED,

...APPLICANT

1

### PAPER BOOK

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# TABREZ MALAWAT/ SYED HAMZA/ SOURAJIT SARKAR /RUPALI JAIN

### ADVOCATES FOR THE APPLICANT

### BEFORE

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Tabrez Malawat /Syed Hamza/ Sourajit Sarkar/Rupali Jain THE GUILD, ADVOCATES AND ASSOCIATE COUNSEL, C-586, LOWER GROUND FLOOR, DEFENCE COLONY, New Delhi – 110024, Mob. 9643243451 Email: <u>tabrez.malawat@theguild.co.in</u>

Date: 17.01.2024 Place: New Delhi



NefaPower TradingPvt. Ltd. R. 6, ErkiApt, A-Sec, Naharlagun, Arunachal Pradesh– 791110

### Without Prejudice

<u>17</u>. <u>01</u> 2024

To,

The Ld. Secretary, Central Electricity Regulatory Commission, 3<sup>rd</sup> Floor, Chanderlok Building, 36 Janpath, New Delhi – 110001

### Subject: Application for grant of inter-state trading license in Category – V

Dear Sir,

The present application is being preferred by, NEFA Power Trading Private Limited ("NPTPL/ Applicant") for grant of trading license in "Category – V" across India under Section 14 and Section 15 (1) of the Electricity Act, 2003 read with Regulation 6 (1) of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of trading license and other related matters) Regulations, 2020 ("Trading License Regulations"). The duly filled Form – I dated 14<sup>th</sup> January 2024 providing the details of the Application along with all the related documents and enclosures are annexed herewith and marked as Annexures 1 to 8

The Applicant is a private limited company incorporated under section 2 (68) of the Companies Act, 2013 and now intends to carryout business of trading of power as may be permitted under the Electricity Act, 2003 and also enter into such contracts, agreements, approvals, which may be necessary to carry out the above objective. In view of the same, the



Applicant seeks to foray into and undertake electricity trading activity in accordance with the Trading License Regulations issued by the Hon'ble Commission.

The Applicant has paid the applicable fee of Rs. 1,00,000/- on SAUDAMINI e-filing portal. The details of payment of application fee have been annexed herewith along with this application.

The Applicant submits that it meets all eligibility criteria for grant of trading license as prescribed under the Trading License Regulations, and thus humbly prays to this Hon'ble Commission to grant license for inter-state trading of electricity in Category – V.

The said application for grant of license for inter-state trading of electricity in Category – V is being filed through **The Guild, Advocates and Associate Counsel**, the counsels of record for the Applicant. The vakalatnama executed in favour of The Guild, Advocates and Associate Counsel has been annexed herewith along with this application.

The Applicant shall be obliged to provide additional information or clarifications as may be required by the Hon'ble Commission.

Yours Sincerely,

NEFA POWER TRADING PVT. LTD.

Not

DIRECTOR

Authorized Signatory for the Applicant

### <u>FORM – I</u>

### Application form for grant of License for Inter-State Trading

- 1. Name of the applicant: **NEFA Power Trading Private Limited**
- 2. Address:
  - (a) Registered Office address: R-6, Erki and Senia Apartment, 1<sup>st</sup>
     Floor, Room No. 6, A-Sector, Naharlagun, District Papum
     Pare, Arunachal Pradesh– 791110
  - (b) Address for correspondence: R-6, Erki and Senia Apartment, 1<sup>st</sup> Floor, Room No. 6, A-Sector, Naharlagun, District – Papum Pare, Arunachal Pradesh– 791110
  - (c) Website address: <u>www.nefapower.com</u>
- 3. Name and Address of the contact person:

Name: Aroop Deka

### **Designation: Director**

Address: R-6, Erki and Senia Apartment, 1<sup>st</sup> Floor, Room No. 6, A-Sector, Naharlagun, District – Papum Pare, Arunachal Pradesh– 791110

- 4. Contact Tel. Nos.: + 91 7042200272
- Fax No.: NA
   E-mail ID: <u>arddeka@gmail.com</u>
- 6. Status of the applicant: **Private limited company incorporated under Companies Act, 2013.**

- Place of Incorporation/ Registration: Naharlagun, Arunachal PradeshIndia.
- 8. Year of Incorporation/ Registration: 2023
- 9. Clause of the Memorandum of Association which authorizes undertaking inter-State trading in electricity (relevant portion):

"1. To establish and carry on the business of trading in electricity and act as a trader in sale and purchase of electricity and electrical energy in any form and in any market in any including power exchange and derivatives market, and by any process and in any fuel, derivatives including but not limited to renewable energy certificates, carbon credits, energy conservation certifications, financially traded electricity forwards, or by products connected with or related to the generation and supply of electrical energy, enter into demand side management contracts, energy conservation contracts including energy performance contracts, megawatt contracts, enter into contracts for banking of electricity in accordance with the provisions of Electricity Act, 2003 or any statutory modifications or re-enactment thereof and rules or regulations made thereunder, to operate as an energy trading company and to get registered with appropriate agency including the Central Electricity Regulatory Commission, Bureau of Energy Efficiency or any other authority under the framework of Energy Conservation Act, 2001 and do all acts and things necessary or required for doing aforesaid business, including providing advisory and consultancy in issues related to energy and trading of energy.

- 10. Whether the Memorandum of Association authorizes undertaking transmission of electricity. If so, the extract of the relevant portion: **NO**
- 11. (a) Authorised share capital: **3,00,00,000** 
  - (b) Issued share capital: **2,50,00,000**
  - (c) Subscribed share capital: 2,50,00,000

(d) Paid up share capital: 2,50,00,000

- 12. Category of license applied for: **Category V**
- 13. Volume of power intended to be traded: **Upto 500 million units**
- 14. Area of Trading: Across India
- 15.
- (i) Net worth as per the last year's audited accounts prior to the date of application (if applicable): **NA**
- (ii) Net worth on the date of preparation of the special balance sheet accompanying the application: INR 2,46,47,558/- as on 27.12.2023.
- 16.
- (i) Current Ratio as per the last year's audited accounts prior to the date of application (if applicable): NA
- (ii) Current ratio on the date of preparation of the special balance sheet accompanying the application: 29.91 as on 27.12.2023.
- 17.
- (i) Liquidity Ratio as per last year's audited accounts prior to the date of application (if applicable): **NA**
- (ii) Liquidity ratio on the date of preparation of the special balance sheet accompanying the application: **29.91 as on 27.12.2023.**
- 18. Details of the shareholdings as on the date of making the application.

(Give details of each of the shareholders holding 5 % and above of the shares of the applicant directly or with relatives)

(a) Name of the shareholder: Mr. Balo Mukh

- (b) Citizenship: Indian
- (c) Residential Status: Indian
- (d) No. of shares held: 17,50,000
- (e) Percentage holding of total paid up capital of the company: 70%

### AND

- (a) Name of the shareholder: Mr. Aroop Deka
- (b) Citizenship: Indian
- (c) Residential Status: Indian
- (d) No. of shares held: 7,50,000
- (e) Percentage holding of total paid up capital of the company: **30%**

19.

- (i) Annual turnover per the audited accounts of the past one year prior to the date of application (if applicable): N/A
- (ii) Turnover on the date of preparation of the special balance sheet accompanying the application: N/A
- 20. Organizational and Managerial capability of the applicant: The applicant is required to enclose proof of his Organizational and Managerial capability, in terms of these regulations, in form of his organizational structure and curricula vitae of various executives, proposed office and communication facilities, etc.: **Enclosed as Annexure - 7**
- 21. Approach and Methodology: The Applicant is required to describe approach and methodology for establishment of the trading arrangements as proposed by him: Enclosed as Annexure 8
- 22. Other Information

- (b) Details of cases resulting in conviction for moral turpitude, fraud of economic offences of the Applicant, any of his Associates, or partners, or promoters, or Directors during the year of making the application and three years immediately preceding the year of making application and the date of release of the above person from imprisonment, if any, consequent to such conviction: NO
- (c) Whether the Applicant or any of his Associates, or partners, or promoters, or Directors was ever refused license. If so, give the details of date of making application, date of refusal: NO
- (d) Whether the Applicant holds a transmission license. If so, give details thereof: NO
- (e) Whether an order cancelling the license of the Applicant or any of his Associates, or partners, or promoters, or Directors was ever passed by the Commission: NO
- (f) Whether the Applicant or any of his Associates, or partners, or promoters, or Directors was ever found guilty of contravention of any of the provisions of the Act or the rules or the regulations made there under or an order made by the Appropriate Commission, in any proceedings. If so, give the details thereof: NO

## 23. List of documents enclosed: Name of the document

(a) <u>Annexure – 1</u>: Copy of Certificate of Incorporation;

- (b) <u>Annexure 2 (Colly.)</u>: Copies of Memorandum of Association and Articles of Association of Applicant;
- (c) <u>Annexure 3</u>: Original power of attorney in favour of signatory to commit the Applicant.
- (d) <u>Annexure 4:</u> Copy of Audited Special Balance Sheet dated 27.12.2023.
- (e) <u>Annexure 5</u>: Copies of auditor's certificate of net worth, current ratio, and liquidated ratio as on 27.12.2023, i.e., the date of preparation of the special balance sheet accompanying the application.
- (f) <u>Annexure 6</u>: Copy of List of shareholders of the Applicant as on filing of the application.
- (g) <u>Annexure 7:</u> Details of Organizational and managerial capability of the Applicant;
- (h) <u>Annexure 8</u>: Details of Approach and Methodology;
- (i) Board Resolution in favour of the authorized signatory of the Applicant;
- (j) Vakalatnama; and
- (k) Details of payment of application fee in Form -I.

NEFA POWER TRADING PVT. LTD.

(Signature of the Applicant Or the Authorized Person)

DIRECTOR

Place: New Delhi

Date: <u>17</u>.01.2024

# BEFORE THE HON'BLE CENTRAL ELECTRICITY REGUALTORY COMMISSION, NEW DELHI APPLICATION NO. \_\_\_\_ OF 2024

### **IN THE MATTER OF:**

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AND

### **IN THE MATTER OF:**

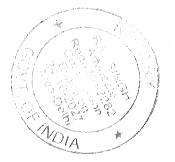
NEFA POWER TRADING PRIVATE LIMITED

### ...APPLICANT

### AFFIDAVIT VERIFYING THE APPLICATION

I, Aroop Deka, S/o Shri Rajeshwar Deka, aged about 37 years, having office at H-12, 1<sup>st</sup> Floor, Kailash Colony, New Delhi - 110048 India do hereby solemnly affirm and state as under:

- 1. That I am working as Director with the Applicant Company and am the authorized signatory / authorized representative of the Applicant company. I am fully conversant with the facts and circumstances of the case, and I have been duly authorized and am, therefore, competent to make this affidavit.
- 2. I say that I have read the accompanying application and have understood the contents thereof and I say that the same has been drafted under my instructions. I say that the contents therein are true and correct based on the records maintained by the Applicant Company in the course of its business.



DEPONENT

NNG PVT. LTD.

# VERIFICATION

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

Verified by me on this 16<sup>th</sup> day of January, 2024 at New Delhi

DEPÓN VENT NEFA POWER TRADING PVT. LTD.

I Identify the reaction of a trexcuted who has signed in the presence.

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#### BEFORE

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AND

### IN THE MATTER OF:

NEFA POWER TRADING PRIVATE LIMITED ... APPLICANT

# AFFIDAVIT OF DECLARATION FOR NOT ENGAGING IN BUSINESS OF TRANSMISSION OF ELECTRICITY

I, Aroop Deka, S/o Shri Rajeshwar Deka, aged about 37 years, having office at H-12, 1<sup>st</sup> Floor, Kailash Colony, New Delhi - 110048, India do hereby solemnly affirm and state as under:

- That I am working as Director with the Applicant Company and am the authorized signatory / authorized representative of the Applicant company. I am fully conversant with the facts and circumstances of the case, and I have been duly authorized and am, therefore, competent to make this affidavit.
- 2. That the Applicant Company is not engaged in the business of transmission of electricity and does not hold a transmission license.



NEFA POWERPRANTING PVT. LTD.

# VERIFICATION

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

Verified by me on this 16<sup>th</sup> day of January, 2024 at New Delhi.

NEFA POMERO'NENING PVT. LTD.

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Annexure - 1

#### GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

**Central Registration Centre** 

### **Certificate of Incorporation**

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that NEFA POWER TRADING PRIVATE LIMITED is incorporated on this TWENTY NINETH day of NOVEMBER TWO THOUSAND TWENTY THREE under the Companies Act, 2013 (18 of 2013) and that the company is Company limited by shares

The Corporate Identity Number of the company is U35100AR2023PTC014056

The Permanent Account Number (PAN) of the company is AAJCN2706Q\*

The Tax Deduction and Collection Account Number (TAN) of the company is SHLN04330E\*

Given under my hand at Manesar this TWENTY NINETH day of NOVEMBER TWO THOUSAND TWENTY THREE

Vikram Singh

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

For and on behalf of the Jurisdictional Registrar of Companies

**Registrar of Companies** 

Central Registration Centre

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

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

NEFA POWER TRADING PRIVATE LIMITED

R-6, NAHARLAGUN ESD, A Sec, Erki Senia Aprment, Model Village, Naharlagun, Papum Pare- 791110, Arunachal Pradesh

\*as issued by Income tax Department



# Annexure - 2

# Form No. INC-33

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



Form language

Refer instruction kit for filing the form

All fields marked in \* are mandatory

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

(A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

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

### Table A/B/C/D/E

1 The name of the company is

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

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

A - MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

NEFA POWER TRADING PRIVATE

Arunachal Pradesh

1. To establish and carry on the business of trading in electricity and act as a trader in sale and purchase of electricity and electrical energy in any form and in any market including power exchange and derivatives market, and by any process and in any fuel, derivatives including but not limited to renewable energy certificates, carbon credits, energy conservation certificates, financially traded electricity forwards, or by products connected with or related to the generation and supply of electrical energy, enter into demand side management contracts, energy conservation contracts including energy performance contracts, megawatt contracts, enter into contracts for banking of electricity in accordance with the provisions of Electricity Act, 2003 or any statutory modifications or re-enactment thereof and rules or regulations made thereunder, to operate as an energy trading company and to get registered with appropriate agency

including the Central Electricity Regulatory Commission, Bureau of Energy Efficiency or any other authority under the framework of Energy Conservation Act, 2001 and do all acts and things necessary or required for doing aforesaid business, including providing advisory and consultancy in issues related to energy and trading of energy. 10

2. To undertake the business of providing consultancy and advisory in power sector including projects of solar, wind, hydro, and thermal , and to act as financial consultants, management consultants, experts, managers, representatives, provide advisory and consultancy services to all persons, entities, firms, HUFs, governments, bodies corporate, incorporate or not, whether private or public, in India and outside India, in fields of power project and to employ experts or to associate with other professionals, experts or organisations for carrying out or implementing any of these purposes.

3. To carry on the business of providing consultancy and advisory services for the setting up and development of power projects and assistance in operations, management and day to day activities of the power projects.

4. To undertake consultancy in power management and provide all ancillary services relating to power trading

5. To provide all type of services and consultancy in power trading and power management

1. To acquire by purchase, lease, concession, grant, licence or otherwise, such lands, buildings, minerals, water works, plant, machinery, stock-in-trade, stores,

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

rights, privileges, easements and other property as may from time to time be deemed necessary for carrying on the business of the Company, and to build or erect upon any land of the Company howsoever acquired such, workshops, warehouses, offices, residences and other buildings, and to erect such machinery and construct such roads, ways, tramways, railway branches or sidings, bridges, reservoirs, water courses, hydraulic works and other works and convenience as may be deemed necessary for the purposes of the Company, or any of them, and to hold any property

2. To acquire, build, make, construct, equip, maintain, improve, alter and work factories, buildings, roads, playgrounds, water courses and other works and conveniences which may be necessary or convenient for the purpose of the Company or may see calculated directly or indirectly to advance the Company's interests and to contribute, to subsidise or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out or control thereof.

3. To purchase, acquire and undertake all or any part of the business, property and liabilities of any person, or company carrying on or proposing to carry on any business which this Company is authorised to carry on or possessed of property suitable for the purpose of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company and to pay for the same by shares, debentures, cash or otherwise and to conduct, carry on, or liquidate and wind up such business.

4. To pay for any property, rights or privileges, acquired by the

Company or for the services rendered or to be rendered in connection with the promotion of or the business of or the Company or for acquisition of any property for the Company or otherwise either wholly, or partially in cash or in shares, bonds, debentures or other securities of the Company and to issue any shares either as fully paid-up or with such amount credited as paid up thereon, as may be agreed upon to charge any such bonds, debentures, or other securities upon all or part of the property of the Company. While so doing the Company shall comply with all requirements of the law for the time being in force

5. To improve, manage, cultivate, develop, exchange, let on lease, mortgage, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the properties, rights, and concessions of the Company on such terms as the Company shall determine and to supply power, light, and heat, and to lay out land for building purposes, and to sell the same, and to build on, improve, let on building leases, advance money to persons for building or otherwise to develop the same.

6. To pay out of the Company's funds, the cost of underwriting and expenses incurred in connection with all matters preliminary and incidental to the formation, promotion and incorporation of this Company and the costs, underwriting expenses, brokerage on issue of shares or debentures, incentives and expenses incurred in connection with all matters preliminary and incidental to the formation and incorporation of any company which may be promoted by this Company and underwrite the shares or debentures issued by any such company.

7. To remunerate any person or company for services rendered or to be rendered in placing or assisting to place, or guaranteeing the placing of, any of the shares of the Company's capital, or debentures, debenture-stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

8. To issue on commission, subscribe for, acquire, hold, sell and otherwise deal in shares, debentures, debenture-stock, bonds, mortgages, obligations and securities of any kind issued or guaranteed by any company (body corporate or undertaking) of whatever nature and whatsoever constituted or carrying on business and shares, stocks, debentures, debenturestock, bonds, mortgages, obligations and other securities issued or guaranteed by any government, sovereign ruler, commissioner, trust, municipal, local or other authority or body of whatever nature, whether in India or elsewhere

9. To guarantee the performance of any contract or obligation of and the payment and repayment of money or of dividends, and interest or premiums payable on any stocks, shares or securities of any company, corporation, firm, any authority or any person whether incorporated or not in any case in which such guarantee may be considered likely, directly or indirectly, to further the objects of the Company or the interest of its shareholders. 10. To apply for, purchase or

10. To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the World any patents, patent rights, brevets, invention, trademarks, designs, licences, protections, concessions, monopolies and the like conferring any exclusive or nonexclusive or limited right to use any secret or other information

as to any invention or process or privilege which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, under or grant licences or privileges in respect of, or otherwise turn to account, the property rights information so acquired and to carry on any business in any way connected therewith and to pay royalties, if anywhere necessary.

11. To insure with any other company, firm or persons against losses, damages and risks of all kinds which may affect the Company, provided that nothing herein contained shall empower the Company to carry on the business of life assurance, accident assurance, fire assurance, employee's liability assurance, industrial assurance, motor assurance or any business of insurance or, reinsurance within the meaning of the Insurance Act, 1938, or any Act amending, extending or reenacting the same

12. To lend and advance money, either with or without security and give credit to such persons, firms or body corporates (including government), in particular to customers and others having dealings with the Company upon such terms and conditions as the Company may think fit (not amounting however, to any banking business as defined in Banking Regulations Act, 1949).

13. To undertake financial and commercial obligations, transactions and operations of all kinds.

14. To invest any monies of the Company in such investments, movable or immovable (other than shares or stock in the Company), as may be thought proper and to hold, sell or

otherwise deal with such investments.

15. To receive monies on deposit or loan, borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture-stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation undertaken by the Company or any other person or Company as the case may be and to purchase, redeem or pay off any such securities provided that the Company shall not carry on banking business as defined in Banking Regulations Act, 1949

16. To engage, employ, suspend and dismiss executives, engineers, agents, managers, superintendents, assistants, clerks, workers and other employees and to remunerate any such person at such rate as shall be thought fit, to grant bonus, compensation, pension or gratuity to any such person, or to his widow or children and generally to provide for the welfare of all employees

17. To form, incorporate or promote any company or companies, whether in India or elsewhere, having amongst its or their objects the acquisition of all or any of the assets or control, management or development of the Company or any other objects or object which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its business or the development of its properties or otherwise prove advantageous to the Company

and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner as the Company shall think fit for services rendered or to be rendered in obtaining subscription for or placing or assisting to place or to obtain subscription for or for guaranteeing the subscription for or the placing of any shares, in the capital of the Company or any bonds, debentures, obligations or securities of the Company or any stock, shares, bonds, debentures, obligations or securities of any other Company held or owned by the Company or in which the Company may have an interest or in or about the formation or promotion of the Company or the conduct of its business or in or about the promotion or formation of any other Company in which the Company may have lan interest.

18. To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press, radio, television or cinema, by circulars, by purchase, construction and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations

19. To enter into any arrangements and to take all necessary or proper steps with Governments or with other authorities supreme, national, local, municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interests of its members and to oppose any such steps taken by any other

company, firm or persons which may be considered likely, directly or indirectly, prejudice the interests of the Company or its members and to promote or assist the promotion, whether directly or indirectly, of any legislation which may appear to be in the interests of the Company and to oppose and resist, whether directly or indirectly, any legislation which may seem disadvantageous to the Company, and to obtain from any such Government Authority or any company, any license, charter, contracts, decrees, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges or concessions.

20. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce generally and particularly with the trade, including any association, institution or fund for the protection of the interests of masters, owners and employers against loss by bad debts, strikes, combinations, fire, accidents or otherwise or for the benefit of any clerks, workmen or others at any time employed by the Company or any of its predecessors in business or their families or dependants and whether or not in common with other persons or classes of persons and in particular of friendly, co- operative and other societies, regarding rooms, libraries, educational and charitable institutions, refectories, dining and recreation rooms, places of worship, schools, hospitals, residential buildings, bungalows, hotels, offices, warehouses, godowns, structures, erections, parks,

gardens and to grant charities, gratuities, pensions and allowances and to contribute to any funds raised by public or local subscription for any purpose whatsoever and to farm, cultivate and otherwise develop the lands for the Company or in possession of the Company.

21. To establish and maintain or procure the establishment and maintenance of any provident fund or any contributory or noncontributory pension or superannuation funds for the benefits of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any Company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary Company or who are or were at any time Directors or Officers of the Company or of any such other Company as aforesaid, and the wives, widows, families and dependants of any such persons, and also establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other Company as aforesaid and make payment to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid either alone or in conjunction with such other Company as aforesaid.

22. To purchase, sell or hire out or sell on hire-purchase system all kinds of motor vehicles, motorcycles, aeroplanes, launches, boats, mechanical or otherwise, sewing machines, radio sets, gramophones, pianos and musical instruments, cameras, electric fans, cinematographic machines and apparatus, heaters, refrigerators, and other electrical domestic

appliances, furniture, wooden and metallic house-hold equipments and all classes of machinery and/or other articles that the Company may deem fit.

23. To invest in or subscribe or purchase or otherwise acquire in India or abroad shares, stocks, debentures, securities (Government or others) or other interests in any other company, movable or immovable property of any kind, to make payments thereon in advance of calls and to hold, sell, exchange, underwrite or otherwise dispose of or deal with the same from time to time as may seem expedient or to otherwise invest the money of the Company.

24. To institute and to defend any suit, appeal, application for review or revision or any other application of any nature whatsoever, to take out executions, to enter into agreements to refer to arbitration and to enforce and where need be to contest any award and for all such purposes engage or retain consents, attorneys and agents and when necessary to remove them.

25. To do all acts and things as are incidental or conducive to the attainment of main objects.

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

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

5 Every member of the company undertakes to contribute:

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

(ii) to the costs, charges and expenses of winding up (and for the adjustment of the rights of the contributories among

themselves), such amount as may be required, not exceeding *	rupees.

(iii) The share capital of the company is

30000000

rupees, divided into

						ſ
3000000	Equity Share	Shares of	10	Rupees each		

6

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

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

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

				Subscri	ber Detail	S				
S. No.	S. No. *Name, Address, Description and Occupation				DIN / PAN / Passport No. of shares number taken			DS	c	Dated
1	BALO MUKH HNo.E-1/1,VILL-RAIBALO, DIST-KURUNG KUMEY Arunachal Pradesh 791118 NA India			08673710		1750000 E Prefere	Equity,0	Balo Baio Digitaly sig Baio Julia Mukh 12:54:58 +0	med by 11.25 36'30'	25/11/2023
AROOP DEKA Block H-12, First Floor Near Kailash Metro Station New Delhi Delhi 110048 Kailash Colony South Delhi India				AOSPD6387B 750000 Equity,0 Preferen		quity,0	Distaily sense by Decka Decka Distaily sense by Decka Distaily sense by Decka Distaily sense by Distaily sense by Distai		25/11/2023	
		Total share	s taken			2500000 E Preferenci				
				Signed	before me	2				
of the (ACA/FC	rship type witness A/ACS/FCS/ A/FCMA)	*Name of the witness	Descrip	dress, otion and pation	Passport Memb	PAN / number / ership nber		DSC		Dated
FCA		ROHIT KUKREJA	Q7-SECOND FLOOR, MODEL TOWN-1, DELHI-110009		518005			Rohit Departing served by Boot Accessed Boot		25/11/2023

<u> 20</u>

# Form No. INC-34

### e-AOA (e-Articles of Association)

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

Refer instruction kit for filing the form.

All fields marked in \* are mandatory



Form language

English

⊖ Hindi

Table applicable to company as notified under schedule I of the Companies Act, 2013 (F, G, H)	F
(F – a company limited by shares	F - A COMPANY LIMITED BY SHARES
The name of the company is	NEFA POWER TRADING PRIVATE LIMITED

Check if not applicable	Check if altered	Article No.	Description
			Interpretation
			<ul> <li>1) In these regulations a) the Act means the Companies Act 2013 b)The seal means the common seal of the Company. c) the Companyis a Private Company within the meaning of Section 2(68) of theCompanies Act 2013 means a Company having a minimum sharecapital as may be prescribed and which by its articles i. restrict theright to transfer it shares ii. except in case of One Person Companylimits the number of its members to two hundred Provided thatwhere two or more persons hold one or more shares in theCompany jointly they shall for the purposes of this clause betreated as a single member Provided further that- A. person whoare in the employment of the Company and B. persons who havingbeen formerly in the employment of the Company were membersof the Company while in that employment and have continued tobe members after the employment ceased)shall not be included inthe number of members and iii. Prohibits any invitation to thepublic to subscribe for any securities of the Company(2) Unless thecontext otherwise requires words or expressions contained in theseregulations shall bear the same meaning as in the Act or anystatutory modification thereof in force at the date at which theseregulations become binding on the Company.</li> </ul>
			Share Capital and Variation of rights

	<ul> <li>Subject to the provisions of the Act and these Articles the shares in the capital of the company shall be under the control of the Directors who may issue allot or otherwise dispose of the same or any of them to such persons in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.</li> </ul>
2	• Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided one certificate for all his shares without payment of any charges or several certificateseach for one or more of his shares up payment of twenty rupees for each certificate after the first. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid - up thereon. In respect of any share or shares held jointly by several persons the company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders
3	<ul> <li>If any share certificate be worn out defaced mutilated or torn or if there be no further space on the back for endorsement of transfer then upon production and surrender thereof to the company a new certificate may be issued in lieu thereof and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate. The provisions of Articles(2) and(3) shall mutatis mutandis apply to debentures of the company.</li> </ul>
4	<ul> <li>Except as required by law no person shall be recognised by the company as holding any share upon any trust and the company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable contingent future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.</li> </ul>
5	• The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40 provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
	<ul> <li>If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of section 48 and whether or not the company is being wound up be varied with the consent in writing of the holders of</li> </ul>

		three-fourths of the issued shares of that class or with the sanction
	6	of a special resolution passed at a separate meeting of the holders of the shares of that class. To every such separate meeting the provisions of these regulations relating to general meetings shall mutatis mutandis apply but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
	7	• The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
	8	• Subject to the provisions of section 55 any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may by special resolution determine.
		Lien
	9	<ul> <li>The company shall have a first and paramount lienon every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and on all shares (not being fully paid shares) standing registered in the name of a single person for all monies presently payable by him or his estate to the companyProvided that the Board of directors may at any time declare any share to be wholly of in part exempt from the provisions of this clause. The companys lien if any on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.</li> </ul>
	10	<ul> <li>The company may sell in such manner as the Board thinks fit any shares on which the company has a lienProvided that no sale shall be madea unless a sum in respect of which the lien exists is presently payable or b until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.</li> </ul>
	11	<ul> <li>To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof The purchaser shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.</li> </ul>
	12	• The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. The residue if any shall subject to a like lien for sums not presently payable as existed upon the shares before the sale be paid to the person entitled to the

		shares at the date of the sale.
		Calls on shares
	13	• The Board may from time to time make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed timesProvided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. Each member shall subject to receiving at least fourteen days notice specifying the time or times and place of payment pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed at the discretion of the Board.
		• A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
	15	• The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
	16	<ul> <li>If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate if any as the Board may determine. The Board shall be at liberty to waive payment of any such interest wholly or in part.</li> </ul>
	17	<ul> <li>Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date whether on account of the nominal value of the share or by way of premium shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. In case of non-payment of such sum all the relevant provisions of these regulations as to payment of interest and expenses forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.</li> </ul>
	18	<ul> <li>The Board - a. may if it thinks fit receive from any member willing to advance the same all or any part of the monies uncalled and unpaid upon any shares held by him andb. upon all or any of the monies so advanced may (until the same would but for such advance become presently payable) pay interest at such rate not exceeding unless the company in general meeting shall otherwise direct twelve per cent per annum as may be agreed upon between the Board and the member paying the sum in advance.</li> </ul>
		Transfer of shares
		• The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee. The transferor shall be deemed to remain a holder of the share until the

	19	name of the transferee is entered in the register of members in
	19	respect thereof.
	20	• The Board may subject to the right of appeal conferred by section 58 decline to register the transfer of a share not being a fully paid share to a person of whom they do not approve or any transfer of shares on which the company has a lien.
	21	• The Board may decline to recognise any instrument of transfer unlessa. the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56b. the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer andc. the instrument of transfer is in respect of only one class of shares.
	22	• On giving not less than seven days previous notice in accordance with section 91 and rules made thereunder the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determineProvided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
		Transmission of shares
	23	<ul> <li>On the death of a member the survivor or survivors where the member was a joint holder and his nominee or nominees or legal representatives where he was a sole holder shall be the only persons recognised by the company as having any title to his interest in the shares Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.</li> </ul>
	24	<ul> <li>Any person becoming entitled to a share in consequence of the death or insolvency of a member may upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided elect either to be registered himself as holder of the share or to make such transfer of the share as the deceased or insolvent member could have made. The Board shall in either case have the same right to decline or suspend registration as it would have had if the deceased or insolvent member had transferred the share before his death or insolvency.</li> </ul>
	25	<ul> <li>If the person so becoming entitled shall elect to be registered as holder of the share himself he shall deliver or send to the company a notice in writing signed by him stating that he so elects. If the person aforesaid shall elect to transfer the share he shall testify his election by executing a transfer of the share. All the limitations restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or</li> </ul>

	transfer were a transfer signed by that member.
26	<ul> <li>A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Board may thereafter withhold payment of all dividends bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.</li> </ul>
27	<ul> <li>In case of a One Person Company on the death of the sole member the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member the nominee on becoming entitled to such shares in case of the members death shall be informed of such event by the Board of the company such nominee shall be entitled to the same dividends and other rights and liabilities to which such sole member of the company was entitled or liable on becoming member such nominee shall nominate any other person with the prior written consent of such person who shall in the event of the death of the member become the member of the company.</li> </ul>
	Forfeiture of shares
28	<ul> <li>If a member fails to pay any call or instalment of a call on the day appointed for payment thereof the Board may at any time thereafter during such time as any part of the call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.</li> </ul>
29	• The notice aforesaid shall name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made and state that in the event of non-payment on or before the day so named the shares in respect of which the call was made shall be liable to be forfeited.
30	• If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Board to that effect.
31	<ul> <li>A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.At any time before a sale or disposal as aforesaid the Board may cancel the forfeiture on such terms as it thinks fit.</li> </ul>
	<ul> <li>A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding</li> </ul>

	30
32	the forfeiture remain liable to pay to the company all monies which at the date of forfeiture were presently payable by him to the company in respect of the shares. The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
33	• A duly verified declaration in writing that the declarant is a director the manager or the secretary of the company and that a share in the company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share The company may receive the consideration if any given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of The transferee shall thereupon be registered as the holder of the share and The transferee shall not be bound to see to the application of the purchase money if any nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture sale or disposal of the share.
34	• The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.
	Alteration of capital
- 35	• The company may from time to time by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as may be specified in the resolution.
36	• Subject to the provisions of section 61 the company may by ordinary resolution consolidate and divide all or any of its share capital into shares of larger amount than its existing shares convert all or any of its fully paid-up shares into stock and reconvert that stock into fully paid-up shares of any denomination sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person.
37	<ul> <li>Where shares are converted into stock the holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulations under which the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit Provided that the Board may from time to time fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose. the holders of stock shall according to the amount of stock held by them have the same rights privileges and advantages as regards dividends voting at meetings of the companyand other matters as if they held the shares from which the stock arose but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not if existing in</li> </ul>

	<ul> <li>Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable</li> </ul>
40	Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares if any and generally do al acts and things required to give effect thereto. The Board shall hav power to make such provisions by the issue of fractional certificate or by payment in cash or otherwise as it thinks fit for the case of shares becoming distributable in fractions and to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively credited as fully paid-up of any further shares to which they may be entitled upon such capitalisation or as the case may require for the payment by the company on their behalf by th application thereto of their respective proportions of profits resolved to be capitalised of the amount or any part of the amount remaining unpaid on their existing shares Any agreement made under such authority shall be effective and binding on such members Buy-back of shares
39	<ul> <li>The company in general meeting may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the companys reserve accounts or to the credit of the profit and loss accountor otherwise available for distribution and that such sum b accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions. The sum aforesaid shall not be paid in cash but shall b applied subject to the provision contained in clause (iii) either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively paying up in full unissued shares of the company to be allotted and distributed credited as fully paid-up to and amongst such members in the proportions aforesaid partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B) A securities premium account and a capital redemption reserve account may for the purposes of this regulation be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares The Board shall give effect to the resolution passed by the company in pursuance of this regulation.</li> </ul>
38	<ul> <li>The company may by special resolution reduce in any manner and with and subject to any incident authorised and consent required by law it share capital any capital redemption reserve account or any share premium account.</li> </ul>
	shares have conferred that privilege or advantage. such of the regulations of the company as are applicable to paid-up shares sha apply to stock and the words share and shareholder in those regulations shall include stock and stock-holder respectively.

	41	provision of the Act or any other law for the time being in force the
		company may purchase its own shares or other specified securities.
		General meetings
	42	All general meetings other than annual general meeting shall be called extraordinary general meeting.
	43	• The Board may whenever it thinks fit call an extraordinary general meeting. If at any time directors capable of acting who are sufficient in number to form a quorum are not within India any director or any two members of the company may call an extraordinary general meeting in the same manner as nearly as possible as that in which such a meeting may be called by the Board.
		Proceedings at general meetings
	44	<ul> <li>No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided herein the quorum for the general meetings shall be as provided in section 103.</li> </ul>
	45	The chairperson if any of the Board shall preside as Chairperson at every general meeting of the company.
	46	<ul> <li>If there is no such Chairperson or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairperson of the meeting the directors present shall elect one of their members to be Chairperson of the meeting.</li> </ul>
	47	<ul> <li>If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting the members present shall choose one of their members to be Chairperson of the meeting.</li> </ul>
	48	<ul> <li>In case of a One Person Company the resolution required to be passed at the general meetings of the company shall be deemed to have been passed if the resolution is agreed upon by the sole member and communicated to the company and entered in the minutes book maintained under section 118 such minutes book shall be signed and dated by the member the resolution shall become effective from the date of signing such minutes by the sole member.</li> </ul>
		Adjournment of meeting
	49	<ul> <li>The Chairperson may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid and as provided</li> </ul>

		3
		in section 103 of the Act it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
		Voting rights
	50	• Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
	51	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
	52	<ul> <li>In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders.For this purpose seniority shall be determined by the order in which the names stand in the register of members.</li> </ul>
	53	• A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy may vote whether on a show of hands or on a poll by his committee or other legal guardian and any such committee or guardian may on a poll vote by proxy.
	54	<ul> <li>Any business other than that upon which a poll has been demanded maybe proceeded with pending the taking of the poll.</li> </ul>
	55	<ul> <li>No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid</li> </ul>
	56	<ul> <li>No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.</li> </ul>
		Proxy
	57	• The instrument appointing a proxy and the power-of-attorney or other authority if any under which it is signed or a notarised copy of that power or authority shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
	58	<ul> <li>An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105</li> </ul>

		4
	59	<ul> <li>A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the shares in respect of which the proxy is givenProvided that no intimation in writing of such death insanity revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.</li> </ul>
		Board of Directors
$\checkmark$	60	• The following shall be the first directors of the company.1. AROOPDEKA2. BALO MUKH
	61	<ul> <li>The remuneration of the directors shall in so far as it consists of a monthly payment be deemed to accrue from day-to-day. In addition to the remuneration payable to them in pursuance of the Act the directors may be paid all travelling hotel and other expenses properly incurred by them in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company or in connection with the business of the company.</li> </ul>
	62	<ul> <li>The Board may pay all expenses incurred in getting up and registering the company.</li> </ul>
	63	• The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
	64	<ul> <li>All cheques promissory notes drafts hundis bills of exchange and other negotiable instruments and all receipts for monies paid to the company shall be signed drawn accepted endorsed or otherwise executed as the case may be by such person and in such manner as the Board shall from time to time by resolution determine</li> </ul>
	65	• Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
	66	<ul> <li>Subject to the provisions of section 149 the Board shall have power at any time and from time to time to appoint a person as an additional director provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.</li> </ul>
		Proceedings of the Board
 I		The Board of Directors may meet for the conduct of business

		Δ
	67	adjourn and otherwise regulate its meetings as it thinks fit. A director may and the manager or secretary on the requisition of a director shall at any time summon a meeting of the Board.
	68	<ul> <li>Save as otherwise expressly provided in the Act questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes the Chairperson of the Board if any shall have a second or casting vote.</li> </ul>
	69	• The continuing directors may act notwithstanding any vacancy in the Board but if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum or of summoning a general meeting of the company but for no other purpose.
	70	• The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the directors present may choose one of their number to be Chairperson of the meeting.
	71	• The Board may subject to the provisions of the Act delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.
	72	• A committee may elect a Chairperson of its meetings. If no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting the memberspresent may choose one of their members to be Chairperson of the meeting.
	73	• A committee may meet and adjourn as it thinks fit. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present and in case of an equality of votes the Chairperson shall have a second or casting vote.
	74	<ul> <li>All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid or that they or any of them were disqualified be as valid as if every such director or such person had been duly appointed and was qualified to be a director.</li> </ul>
	75	• Save as otherwise expressly provided in the Act a resolution in writing signed by all the members of the Board or of a committee thereof for the time being entitled to receive notice of a meeting of the Board or committee shall be valid and effective as if it had been passed at a meeting of the Board or committee duly convened and held.

		4
	76	<ul> <li>In case of a One Person Company where the company is having only one director all the businesses to be transacted at the meeting of the Board shall be entered into minutes book maintained under section 118 such minutes book shall be signed and dated by the director the resolution shall become effective from the date of signing such minutes by the director.</li> </ul>
		Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
	77	<ul> <li>Subject to the provisions of the Act A chief executive officer manager company secretary or chief financial officer may be appointed by the Board for such term at such remuneration and upon such conditions as it may think fit and any chief executive officer manager company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board A director may be appointed as chief executive officer manager company secretary or chief financial officer</li> </ul>
	78	<ul> <li>A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer manager company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as or in place of chief executive officer manager company secretary or chief financial officer.</li> </ul>
		The Seal
	79	<ul> <li>The Board shall provide for the safe custody of the seal. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.</li> </ul>
		Dividends and Reserve
	80	<ul> <li>The company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Board.</li> </ul>
	81	• Subject to the provisions of section 123 the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
	82	The Board may before recommending any dividend set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall at the discretion of the Board be applicable for any purpose to which the profits of the company may be properly applied including provision for meeting contingencies or for equalizing dividends and pending such application may at the like discretion either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may from time to time thinks fit. The Board may also carry forward any profits which it may consider necessary not to divide

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		without setting them aside as a reserve
	83	<ul> <li>Subject to the rights of persons if any entitled to shares with special rights as to dividends all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid but if and so long as nothing is paid upon any of the shares in the company dividends may be declared and paid according to the amounts of the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.</li> </ul>
	84	• The Board may deduct from any dividend payable to any member all sums of money if any presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
	85	<ul> <li>Any dividend interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or in the case of joint holders to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.</li> </ul>
	86	<ul> <li>Any one of two or more joint holders of a share may give effective receipts for any dividends bonuses or other monies payable in respect of such share.</li> </ul>
	87	<ul> <li>Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.</li> </ul>
	88	No dividend shall bear interest against the company.
		Accounts
	89	<ul> <li>The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being directors. No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.</li> </ul>
		Winding up
		Subject to the provisions of Chapter XX of the Act and rules made

	90	thereunder If the company shall be wound up the liquidator may with the sanction of a special resolution of the company and any other sanction required by the Act divide amongst the members in specie or kind the whole or any part of the assets of the company whether they shall consist of property of the same kind or not. For the purpose aforesaid the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may with the like sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.
		Indemnity
	91	• Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
		Others
	92	•

#### **Subscriber Details**

S. No.	Subscriber Details							
	*Name, Address, Description and Occupation	DIN / PAN / Passport number	*Place	DSC	Dated			
1	BALO MUKH Address: 001, MODEL VILLAGE, A SECTOR, ERKI & SENIA APARTMENT, 1ST FLOOR, ROOM, NO 03, NAHARLAGUN, 791110 Occupation: Business	08673710	ARUNACHAL PRADESH	Bato Update Function Back Much Mukh 12:6625-10530	25/11/2023			
2	AROOP DEKA Address: Block H-12, First Floor, Near Kailash Metro Station, Kailash Colony, Delhi, 110048 Occupation: Business	AOSPD6387B	DELHI	Aroop Tourney parts of parts of parts 2023 11 25 106 +05 30	25/11/2023			

Signed before me						
Name Prefix (ACA/FCA/ACS/ FCS/ACMA/ FCMA)	*Name of the witness	*Address, Description and Occupation	*DIN / PAN / Passport number / Membership		DSC	Dated
						25/11/2023

ROHIT KUKREJA	Q7 2nd Floor Model Town First Delhi-110009	518005	DELHI	Rohit Digitally signed by Reat Reading to the constrained DKW5#9951880055	



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#### **INDIA NON JUDICIAL**

# **Government of National Capital Territory of Delhi**

#### e-Stamp

IMPACC (IV)/ dl857003/ DELHI/ DL-DLH

SUBIN-DLDL85700317122888065138W

NEFA POWER TRADING PVT LTD

Article 48(c) Power of attorney - GPA

Certificate No. Certificate Issued Date Account Reference Unique Doc. Reference Purchased by Description of Document **Property Description** Consideration Price (Rs.) First Party Second Party

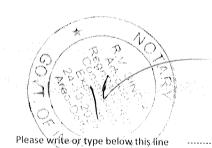
Stamp Duty Paid By Stamp Duty Amount(Rs.) 0 (Zero) NEFA POWER TRADING PVT LTD Not Applicable NEFA POWER TRADING PVT LTD 500 (Five Hundred only)

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Not Applicable







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#### **POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENT THAT THIS POWER OF ATTORNEY is executed at New Delhi on 15th January, 2024, by NEFA Power Trading Private Limited, a Company formed under the Companies Act, 2013, having its registered office at R-6, Erki and Senia Apartment, 1st Floor,

#### Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shcitestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid The onus of checking the legitimacy is on the users of the certificate

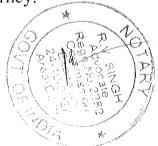
- 3. In case of any discrepancy please inform the Competent Authority

Room No. 6, A-Sector, Naharlagun, District – Papum Pare, Arunachal Pradesh-791110, through its director Mr. Aroop Deka, having their office at R-6, Erki and Senia Apartment, 1st Floor, Room No. 6, A-Sector, Naharlagun, District – Papum Pare, Arunachal Pradesh- 791110 India (hereinafter referred to as the "Executant"), do hereby appoint, nominate, constitute and authorize Mr. Aroop Deka, having address at R-6, Erki and Senia Apartment, 1<sup>st</sup> Floor, Room No. 6, A-Sector, Naharlagun, District – Papum Pare, Arunachal Pradesh- 791110 (hereinafter referred to as the "Attorney") as its true and lawful attorney to manage, control, supervise and perform all such acts, deeds and things necessary in connection with or incidental to our application for grant of licence with Central Electricity Regulatory Commission ("CERC") including signing and submission of all documents and providing information/ responses to CERC, representing use in all matter before CERC, appointing lawyers to represent NEFA Power Trading Private Limited before CERC, and generally dealing with CERC in connection with our application for grant of trading licence.

#### (1) Company's Obligations

The Company undertakes to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

The Company undertakes that it shall indemnify the Attorney full against any liabilities, losses, costs, charges or expenses that such Attorney may incur arising from the lawful and proper exercise of the powers granted under this Power of Attorney.



#### (2) Term

This Power of Attorney shall be valid on and from 11<sup>th</sup> January 2024, upto 10<sup>th</sup> January 2025.

#### (3) Revocation

This Power of Attorney shall be revoked on the date that the Attorney ceases to be an employee of the Company, any of its subsidiaries or affiliates if this Power of Attorney has not already expired or been revoked or for any other reason as deemed fit by the Executant.

#### (4) Compliance of Laws

All powers conferred on the Attorney pursuant to this Power of Attorney must be carried out in compliance with the applicable laws of India for the purpose for which power is being authorized.

#### (5) Governing Law and Jurisdiction

This Power of Attorney (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Power of Attorney, its subject matter or its formation, (including noncontractual disputes or claims) shall be governed by and construed in accordance with the laws of India. The courts of New Delhi, India shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Power of Attorney or its subject matter or formation (including non-contractual disputes or claims).



**IN WITNESS WHEREOF** this Power of Attorney was duly executed by us as a deed the day and year first above written.

SIGNED, SEALED AND DELIVERED.

(Executant)

DIRECTOR

NEFA POWER TRADING PVT. LTD.

(Attorney)

DIRECTOR



ATTES Notery P

1 7 JAN 2024

# <u>Annexure - 4</u> SAURABH RAKESH JAIN & CO

# CHARTERED ACCOUNTANT

3446, UG Floor, Narang Colony, Tri Nagar New Delhi - 110035 Email: casaurabh2014@gmail.com Mobile No.: +91-9034233325/7988322856

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#### Independent Auditor's Report

TO THE Board of Directors of NEFA POWER TRADING PRIVATE LIMITED

#### **Report on the Audit of the Financial Statements**

We have audited the accompanying financial statements of NEFA POWER TRADING PRIVATE LIMITED (the company), which comprises the balance sheet as at 27<sup>th</sup> December 2023, and the statement of profit and loss for the period then ended and a summary of significant accounting policies and other explanatory information.

The financial statements have been prepared by management of the company for the purpose of application to the Central Electricity Regulatory Commission ("CERC") for power trading license.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation of these financial statements and this includes the design, implementation and maintenance of internal control relevant to the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

Our responsibility is to express an opinion on the financial statements based on our audit. We conducted our audit in accordance with the Standards on Auditing issued by the Institute of Chartered Accountants of India (ICAI). Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an epinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.





#### Opinion

In our opinion, the financial statements of the company for the period ended December 27 2023 are prepared, in all material respects, in accordance with the financial reporting as required for the purpose of application to the CERC.

### Basis of Accounting and Restriction on Distribution and Use

Without modifying our opinion, we draw attention to **Note 1**to the financial statements, which describes the basis of accounting. The financial statements are prepared by the company to comply with the requirements of the CERC in connection with the application for power trading license. As a result, the financial statements may not be suitable for another purpose. Our report is intended solely for company and should not be distributed to or used otherwise than for purpose for which the financial statements have been prepared.

#### FOR SAURABH RAKESH JAIN & COMPANY

CHARTERED ACCOUNTANTS 6.17 CA SAURABH JAIN PROPRIETOR M.NO. 535090

Date: 07-01-2024 Place: New Delhi

UDIN:24535090BKEHCA2098





#### <u>NEFA POWER TRADING PRIVATE LIMITED</u> <u>CIN U35100AR2023PTC014056</u> <u>SPECIAL BALANCE SHEET AS AT 27ST DECEMBER, 2023</u>

	PARTICULARS	Dec NOTE NO.	ember 27th, 2023 AMOUNT (Rs.)
А	EQUITY AND LIABILITIES:		()
1	Shareholder's Funds		
	(a) Share Capital	2	2,50,00,000.00
	(b) Reserve & Surplus	3	(3,52,442.00)
2	Current Liabilities		
	(a) Short Term Borrowings	4	8,52,442.00
	(b) Trade Payables		
	Total outstanding due of micro		-
	enterprises and small enterprises		
	Total outstanding due of creditors other than micro enterprises and small enterprises		-
	(c) Other current liabilities	5	
	Total		2,55,00,000.00
в	ASSETS:		
1	Current Assets		
	(a) Cash and Cash Equivalents	6	2,55,00,000.00
	Total		2,55,00,000.00
	NIFICANT ACCOUNTING POLICIES 'ES TO ACCOUNTS	1 2 TO 14	

The Notes referred above form an integral part of Balance Sheet

As per our report of even date attached For Saurabh Rakesh Jain & Company Chartered Accountant Firm Reg. No. 036541NSH Jam

NEWBELHI RED ACC

(Saurabh Jain) Proprietor Membership No. 535090

Place : New Delhi Date : 07-01-2024

AROOP DEKA DIRECTOR DIN : 10409361

FOR AND ON BEHALF OF DIRECTORS

Place : New Delhi Date : 07-01-2024

BALO MUKH DIRECTOR DIN : 08673710



#### <u>NEFA POWER TRADING PRIVATE LIMITED</u> <u>CIN U35100AR2023PTC014056</u> <u>SPECIAL STATEMENT OF PROFIT AND LOSS FOR THE PERIOD</u> <u>ENDED 27TH DECEMBER, 2023</u>

		For the period 29/11/2023 to 27/12/2023
PARTICULARS	NOTE NO.	AMOUNT (Rs.)
INCOME:		()
Revenue from Operations		. •
<u>Total Revenue</u>	·	
EXPENSES:		
Other Expenses	7	3,52,442.00
Total Expenses		3,52,442.00
Earnning before exceptional items, extraordina and tax	ry items	(3,52,442.00)
Exceptional items		·
(Loss) before extraordinary items and tax		(3,52,442.00)
Extraordinary items		
(Loss) before tax		(3,52,442.00)
Less : Tax expenses		
(a) Current Tax	-	
(Loss) for the period from the continuin	g operations .	(3,52,442.00)
Basic and Diluted Earnings Per Share	8	(1.77)
SIGNIFICANT ACCOUNTING POLICIES	1	
NOTES TO ACCOUNTS	2 TO 14	

The Notes referred above form an integral part of the Statement of Profit and Loss

As per our report of even date attached For Saurabh Rakesh Jain & Company Chartered Accountant

Firm Reg. No. 036541N SH JAIN j14 NEW D (Saurabh Jain) Proprietor Membership No. 535090

Place : New Delhi Date : 07-01-2024

# A.X

FOR AND ON BEHALF OF DIRECTORS

AROOP DEKA DIRECTOR DIN : 10409361

Place : New Delhi Date : 07-01-2024

BALO MUKH DIRECTOR DIN : 08673710



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#### NEFA POWER TRADING PRIVATE LIMITED Notes Forming Part of Financial Statements

#### **1. SIGNIFICANT ACCOUNTING POLICIES:**

#### A. Basis of preparation of Financial Statements

The financial statements have been prepared under historical cost concept on an accrual basis in accordance with the principles and applicable accounting standards as notified under the companies (Accounting Standard) Rules, 2006.

#### **B. Use of Estimates**

The preparation and presentation of the financial statements is in conformity with the Generally Accepted Accounting Principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities on the date of the financial statements. The estimates and assumptions made and applied in preparing the financial statements are based upon management's best knowledge of current events and actions as on the date of financial statements. However, due to uncertainties attached to the assumptions and estimates made, actual results could differ from those estimated. Any revision to accounting estimates is recognized prospectively in current and future periods.

#### C. Revenue Recognition

Interest income is recognized on accrual basis.

#### **D. Earnings Per Share**

Basic earnings per share are calculated by dividing net profit for the period attributable to equity shareholder by the weighted average number of equity shares outstanding during the period.

#### E. Taxation

Provision for income tax is made on the basis of the estimated taxable income for the current accounting period in accordance with the Income Tax Act, 1961

The Deferred Tax for timing difference between book profits for the year is accounted for using the tax rate and laws that have been enacted or substantially enacted as of the Balance Sheet date. Deferred Tax Assets arising from timing difference are recognized to the extent there is a virtual certainty that these would be realized in future and are reviewed for the appropriateness of their respective carrying values at each Balance Sheet date.

#### E. Provisions, Contingent Liabilities

The company creates a provision when there is a present obligation as a result of past event that probably requires an outflow of resources and reliable estimate can be made of the amount of the obligation. A disclosure for a contingent liability is made when there is a

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Page 1 of 2

possible obligation or a present obligation that may but probably will not, require an outflow of resources. Where there is a possible obligation or a present obligation in respect of which the likelihood of outflow of resources is remote, no provision or disclosure is made.





Page 2 of 2

### NEFA POWER TRADING PRIVATE LIMITED

#### Notes Forming Part of Balance Sheet

2 Share Capital

Particulars	As at December 27th, 2023
Authorised Shares	
30,00,000 Equity Shares of Rs. 10/- each	3,00,00,000.00
	3,00,00,000.00
Issued, Subscribed and Fully Paid up Shares	•
25,00,000 Equity Shares of Rs. 10/- Par Value Fully Paid up	2,50,00,000.00
Total Issued, Subscribed and Fully Paid up Share Capital	2,50,00,000.00

# Note No 2.1 : Reconcilation of the no. of shares outstanding at the beginning and at the end of the reporting period 27-12-2023

Particulars	As at December 27th, 2023
Equity Shares	
Numbers of shares at the beginning of the period	· · · · ·
Issued during the period - Fresh Issue	25,00,000.00
Less : Shares bought back (if any)	• • •
No. of shares outstanding at the beginning and at the end of the period	25,00,000.00
Note No 2.2 : Terms/Rights attached to equity shares	
(a) The company has only one class of equity shares having par value of Rs. 1 holder of equity shares is entitled to vote per share	0 per share. Each
(b) In the event of the liquidation of the company the holder of the Equity Sha receive remaining assets of the company after distribution to all preferent distribution will be in proportion of equity shares held by the company	

#### Note No 2.3 : Details of equity shareholders holding more than 5% shares in the company

		As at
Particulars	Shares Held	December 27th, 2023
Mr. Balo Mukh	17,50,000	70%
Mr. Aroop Deka	7,50,000	30%

#### Note No 2.4 : Shares held by the promoters at the end of the year

Particulars	Shares Held	De	As at cember 27th, 2023
Mr. Balo Mukh		17,50,000	70%
Mr. Aroop Deka		7,50,000	30%
	ARUNACHAL P PRADESH		ALESH JAMA CANADA CANAD

#### **NEFA POWER TRADING PRIVATE LIMITED** Notes Forming Part of Balance Sheet

#### 3 Reserve and Surplus

Particulars	As at December 27th, 2023
(D - C + iA) is the statement of Durfit and $A =$	
(Deficit) in the statement of Profit and Loss Add: Net (Loss) after tax transferred from Statement of Profit and Loss	(3,52,442.00
	·
Fotal Reserve and Surplus	(3,52,442.00
Short Term Borrowings	
Particulars	As at December 27th, 2023
Farticulars	December 27th, 202.
Loans and advances (Unsecured)	0.50.440.0
- From Directors	8,52,442.0
Total Short Term Borrowings	8,52,442.00
Other Current Liabilities	
	un de la companya de
Particulars	As at December 27th, 202
	December 27th, 202
Sundry Creditors for Expenses	-
Total Other Current Liabilities	9
Carls and Carls Durning lands	
Cash and Cash Equivalents	
	As at
Particulars	December 27th, 202
Balance with Banks	0, 65 00 000 0
- In Current Account - In Fixed Deposits	2,55,00,000.(
	2,55,00,000.0
Total Cash and Cash Equivalents	2,55,00,000.0
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#### <u>NEFA POWER TRADING PRIVATE LIMITED</u> Notes Forming Part of Financial Statements

7 Other Expenses

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Particulars	As at December 27th, 2023
Travelling & Lodging Expenses	1,96,942
Consultancy Fee	1,05,000
Registration and Filing Fee	50,500
Total Other Expenses	3,52,442
Basic & Diluted Earnings Per Share	
	As at
Particulars	December 27th, 2023
(Loss) attributable to the shareholdres (Rs.)	(3,52,442
No. of Equity Shares outstanding during the period	1,98,630
Face value of each Equity Share (Rs.)	1,90,030
Earnings Per Share - Basic and Diluted (Rs.)	(1.77
Related Party Disclosures	·
•	
Key Management Personnel	
Balo Mukh - Director	
	n by the auditors
Balo Mukh - Director Aroop Deka - Director	a by the auditors As at
Balo Mukh - Director Aroop Deka - Director Related parties are as identified by the management and relied upor	As at
<ul> <li>Balo Mukh - Director</li> <li>Aroop Deka - Director</li> <li>Related parties are as identified by the management and relied upor</li> <li>(i) Transactions during the period with related parties</li> </ul> <b>Particulars</b>	As at
Balo Mukh - Director Aroop Deka - Director Related parties are as identified by the management and relied upor (i) Transactions during the period with related parties Particulars Share Application Money Received	As at December 27th, 202
Balo Mukh - Director Aroop Deka - Director Related parties are as identified by the management and relied upor (i) Transactions during the period with related parties <b>Particulars</b> <u>Share Application Money Received</u> Balo Mukh	<b>As at</b> <b>December 27th, 202</b> 1,75,00,00
Balo Mukh - Director Aroop Deka - Director Related parties are as identified by the management and relied upor (i) Transactions during the period with related parties Particulars Share Application Money Received	<b>As at</b> <b>December 27th, 202</b> 1,75,00,00
<ul> <li>Balo Mukh - Director</li> <li>Aroop Deka - Director</li> <li>Related parties are as identified by the management and relied upor</li> <li>(i) Transactions during the period with related parties</li> </ul> <b>Particulars</b> Share Application Money Received Balo Mukh Aroop Deka	<b>As at</b> <b>December 27th, 202</b> 1,75,00,00
Balo Mukh - Director Aroop Deka - Director Related parties are as identified by the management and relied upor (i) Transactions during the period with related parties <b>Particulars</b> <b>Share Application Money Received</b> Balo Mukh Aroop Deka <b>Share Allotment</b>	<b>As at</b> <b>December 27th, 202</b> 1,75,00,000 75,00,000
Balo Mukh - Director Aroop Deka - Director Related parties are as identified by the management and relied upor (i) Transactions during the period with related parties <b>Particulars</b> <b>Share Application Money Received</b> Balo Mukh Aroop Deka <b>Share Allotment</b> Balo Mukh	<b>As at</b> <b>December 27th, 202</b> 1,75,00,00 75,00,00 17,50,00
Balo Mukh - Director Aroop Deka - Director Related parties are as identified by the management and relied upor (i) Transactions during the period with related parties <b>Particulars</b> <b>Share Application Money Received</b> Balo Mukh Aroop Deka <b>Share Allotment</b> Balo Mukh Aroop Deka	<b>As at</b> <b>December 27th, 202</b> 1,75,00,00 75,00,00 17,50,00
Balo Mukh - Director Aroop Deka - Director Related parties are as identified by the management and relied upor (i) Transactions during the period with related parties <b>Particulars</b> <b>Share Application Money Received</b> Balo Mukh Aroop Deka <b>Share Allotment</b> Balo Mukh Aroop Deka <b>Unsecured Loan Taken</b>	<b>As at</b> <b>December 27th, 202</b> 1,75,00,00 75,00,00 17,50,00
Balo Mukh - Director Aroop Deka - Director Related parties are as identified by the management and relied upor (i) Transactions during the period with related parties <b>Particulars</b> <b>Share Application Money Received</b> Balo Mukh Aroop Deka <b>Share Allotment</b> Balo Mukh Aroop Deka	As at December 27th, 202 1,75,00,00 75,00,00 17,50,00 7,50,00
Balo Mukh - Director Aroop Deka - Director Related parties are as identified by the management and relied upor (i) Transactions during the period with related parties <b>Particulars</b> <b>Share Application Money Received</b> Balo Mukh Aroop Deka <b>Share Allotment</b> Balo Mukh Aroop Deka <b>Unsecured Loan Taken</b>	As at December 27th, 202 1,75,00,00 75,00,00 17,50,00 7,50,00 5,00,00
<ul> <li>Balo Mukh - Director</li> <li>Aroop Deka - Director</li> <li>Related parties are as identified by the management and relied upor</li> <li>(i) Transactions during the period with related parties</li> <li>Particulars</li> <li>Share Application Money Received</li> <li>Balo Mukh</li> <li>Aroop Deka</li> <li>Share Allotment</li> <li>Balo Mukh</li> <li>Aroop Deka</li> <li>Unsecured Loan Taken</li> <li>Balo Mukh</li> </ul>	As at December 27th, 202 1,75,00,00 75,00,00 17,50,00 7,50,00 5,00,00 3,52,44
Balo Mukh - Director Aroop Deka - Director Related parties are as identified by the management and relied upor (i) Transactions during the period with related parties Particulars Share Application Money Received Balo Mukh Aroop Deka Share Allotment Balo Mukh Aroop Deka Unsecured Loan Taken Balo Mukh Aroop Deka (ii) Balance at the end of the period	As at December 27th, 202 1,75,00,00 75,00,00 17,50,00 7,50,00 5,00,00 3,52,44 As at
<ul> <li>Balo Mukh - Director</li> <li>Aroop Deka - Director</li> <li>Related parties are as identified by the management and relied upor</li> <li>(i) Transactions during the period with related parties</li> <li>Particulars</li> <li>Share Application Money Received</li> <li>Balo Mukh</li> <li>Aroop Deka</li> <li>Share Allotment</li> <li>Balo Mukh</li> <li>Aroop Deka</li> <li>Unsecured Loan Taken</li> <li>Balo Mukh</li> <li>Aroop Deka</li> </ul>	As at December 27th, 202 1,75,00,00 75,00,00 17,50,00 7,50,00 5,00,00 3,52,44 As at
Balo Mukh - Director         Aroop Deka - Director         Related parties are as identified by the management and relied upor         (i) Transactions during the period with related parties         Particulars         Share Application Money Received         Balo Mukh         Aroop Deka         Share Allotment         Balo Mukh         Aroop Deka         Unsecured Loan Taken         Balo Mukh         Aroop Deka         (ii) Balance at the end of the period         Particulars	As at December 27th, 202 1,75,00,00 75,00,00 17,50,00 7,50,00 5,00,00 3,52,44 As at
Balo Mukh - Director Aroop Deka - Director Related parties are as identified by the management and relied upor (i) Transactions during the period with related parties Particulars Share Application Money Received Balo Mukh Aroop Deka Share Allotment Balo Mukh Aroop Deka Unsecured Loan Taken Balo Mukh Aroop Deka (ii) Balance at the end of the period	As at December 27th, 202 1,75,00,00 75,00,00 17,50,00 7,50,00 5,00,00 3,52,44

All Related Party Transactions were in ordinary course of business. The Company has accepted loan from directors has obtained the prescribed declaration from Directors under Companies (Acceptance of Deposits) Rules, 2004

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#### NEFA POWER TRADING PRIVATE LIMITED

#### **Notes Forming Part of Financial Statements**

10. <u>Corporate Information:</u> - The Company has been incorporated under the Companies Act, 2013 Act to establish and carry on the business of trading in electricity and act as a trader in sale and purchase of electricity and electrical energy in any form and in any market including power exchange and derivates market, international market, cross border transactions and by any process and in any fuel, derivates including but not limited to renewable energy certificates, carbon credits, energy conservation certificate, financially traded electricity forwards, or by products connected with or related to the generation and supply of electrical energy, enter into demand side management contracts, energy conservation contracts including energy performance contracts, megawatts contracts, enter into contracts for banking of electricity in accordance with the provisions of Electricity Act, 2003 or any statutory modifications or re-enactment thereof and rules or regulations made thereunder, to operate as an energy trading company and to get registered with or re-enactment thereof and rules or regulations made thereunder, to operate as an energy trading company and to get registered with appropriate agency including the Central Electricity Regulatory Commission, Bureau of Energy Efficiency or any other authority under the framework of Energy Conservation Act, 2001, Electricity Act 2003 and do all acts and things necessary or required for doing aforesaid business, including providing advisory and consultancy in issues related to energy and trading of energy and power management.

11. There are no dues to Micro, Small and Medium Enterprises as defined under Micro, Small and Medium Enterprises Development Act 2006. This disclosure is based on the information available with the company and has relied upon by the auditors.

12. The Company is Small and Medium Size Company (SMC) as defined in General Instructions in respect of Accounting Standards notified under the Companies Act, 1956. Accordingly, the company has complied with the Accounting Standards as applicable to Small and Medium Sized Company.

13. Other requirements of Schedule III of the Companies Act, 2013 is not applicable to the company.

14. Since the company has incorporated on 29/11/2023, accordingly the financial statements are prepared for the period 29/11/2023 to 27/12/2023. Previous year figures are not applicable.

FOR AND ON BEHALF OF DIRE	CTORS
A A	wh
Aroop Deka	Balo Mukh
Director	Director
DIN: 10409361	DIN: 08673710
O ARUNACHAL	

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# <u>Annexure - 5</u> SAURABH RAKESH JAIN & C

CHARTERED ACCOUNTANT 3446, UG Floor, Narang Colony, Tri Nagar New Delhi - 110035 Email: casaurabh2014@gmail.com Mobile No.: +91-9034233325/7988322856

#### TO WHOM SO EVER IT MAY CONCERN

#### CURRENT RATIO AND LIQUID RATIO CERTIFICATE

This is to certify that the Current Ratio and Liquid Ration of **M/s. NEFA POWER TRADING PRIVATE LIMITED having PAN AAJCN2706Q**, registered office address at R-6, Naharlagun ESD, A-Sector, Erki & Senia Apartment, Model Village, Naharlagun, Papum Pare –791110, Arunachal Pradesh is 29.10: 1 and 29.10:1 respectively as per the statement of computation of even date annexed hereto. It is further certified that the computation of Current Ratio and Liquid Ratio, based on our scrutiny of the books of accounts, records and documents, is true and correct to the best of our knowledge and as per information provided to our satisfaction.

This certificate has been issued as per the data, details and information provided to us. This certificate has been prepared at the request of management of **M/s**. **NEFA POWER TRADING PRIVATE LIMITED** solely for **Central Electricity Regulatory Commission**. It should not be used by any other person or for any other purpose. Accordingly, we do not accept or assume any liability or any duty of care or any other purpose or to any other party to whom it is shown or into whose hands it may come without our prior consent in writing.

For Saurabh Rakesh Jain & Company **Chartered Accountant** Firm Reg. No. 036541N KESH JAM NEW DELM (Saurabh Jain)

Proprietor Membership No. 535090

Place: New Delhi Date: 10-01-2024 UDIN: 24535090BKEHCC1659 60

#### COMPUTATION OF NET WORTH

# (Annexure forming part of the Current Ratio and Liquid Ratio Certificate)

The net worth has been computed as per the format given below for the financial period 29<sup>th</sup> November, 2023 to 27<sup>th</sup> December, 2023: -

Particulars	Amount (in Rs.)
Current Assets	1999 b 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4
Cash & Bank Balances	2,55,00,000
Inventories	
Loan & Advances	
Total (A)	2,55,00,000
Liquid Assets (Current Assets – Inventory) - (B)	2,55,00,000
Current Liabilities	
Sundry Creditors	ilo na propositiva a secondar a constructiva de la constructiva de la constructiva de la construcción de la const Ilo na propositiva de la constructiva de la constructiva de la constructiva de la construcción de la construcción
Short Term Borrowings	8,52,442
Total (C)	8,52,442
Current Ratio (A/C)	29.91
Liquid Ration (B/C)	29.91



# SAURABH RAKESH JAIN & CO

CHARTERED ACCOUNTANT 3446, UG Floor, Narang Colony, Tri Nagar New Delhi - 110035 Email: casaurabh2014@gmail.com Mobile No.: +91-9034233325/7988322856

#### TO WHOM SO EVER IT MAY CONCERN

#### NET WORTH CERTIFICATE

This is to certify that the Net worth of **M/s. NEFA POWER TRADING PRIVATE LIMITED having PAN AAJCN2706Q,** registered office address at R-6, Naharlagun ESD, A-Sector, Erki & Senia Apartment, Model Village, Naharlagun, Papum Pare –791110, Arunachal Pradesh is Rs. 2,46,47,558/- only as per the statement of computation of even date annexed hereto. It is further certified that the computation of Net worth, based on our scrutiny of the books of accounts, records and documents, is true and correct to the best of our knowledge and as per information provided to our satisfaction.

This certificate has been issued as per the data, details and information provided to us. This certificate has been prepared at the request of management of **M/s**. **NEFA POWER TRADING PRIVATE LIMITED** solely for **Central Electricity Regulatory Commission**. It should not be used by any other person or for any other purpose. Accordingly, we do not accept or assume any liability or any duty of care or any other purpose or to any other party to whom it is shown or into whose hands it may come without our prior consent in writing.

For Saurabh Rakesh Jain & Company **Chartered Accountant** Firm Reg. No. 036541N KESH JAIN (Saurabh Jain) 5ACCOS

Proprietof

Place: New Delhi Date: 10-01-2024 UDIN: 24535090BKEHCB4544

Membership No. 535090

### COMPUTATION OF NET WORTH

# (Annexure forming part of the Net Worth Certificate)

The net worth has been computed as per the format given below for the financial period 29<sup>th</sup> November, 2023 to 27<sup>th</sup> December, 2023: -

Particulars	Amount (in Rs.)
Paid up Capital	2,50,00,000
Add: Equity Share Premium (B)	
Add/(Less): Reserve & Surplus (excluding revaluation reserve) (C)	(3,52,442)
Less: Statutory Reserve (D)	y a tanàna managana amin'ny tanàna amin'ny tanàna mandritra dia mandritra dia mandritra dia mandritra dia mand Ny fi
Less: Revaluation Reserve (E)	and
Less: Accumulated losses if any (F)	
Less: Intangible assets included in balance sheet (G)	
Less: Misc. expenditure to the extent not written off (H)	00000000000000000000000000000000000000
Total Net Worth (A+B+C+D+E+F+G+H)	2,46,47,558





64 NefaPower TradingPvt. Ltd. R. 6, ErkiApt, A-Sec, Naharlagun, Arunachal Pradesh– 791110

## Annexure - 6

#### Details of Shareholders as on 27.12.2023

S.No.	Name of shareholder	Residential status	Number of shares	Percentage of shareholding
1.	Mr. Balo Mukh	Indian	17,50,000	70%
2.	Mr. Aroop Deka	Indian	7,50,000	30%

NEFA POWER TRADING PVT. LTD.

DIRECTOR

# Annexure - 7

#### **ORGANIZATIONAL AND MANAGERIAL CAPACITY**

#### Mr. Biswapriya Mukherjee

#### **President, Power Trading**

Mr. Mukherjee has over 30 years experience of techo-commercial experience. His expertise ranges from in all aspects of, project execution, regulatory process, sale of power, long term power purchase agreements, systemic loss control and reduction, power trading, system operations and power purchase management.

Before his association with the Applicant, he has served with CESC Limited, Kolkata and Noida Power Company Limited. Mr. Mukherjee has had a diverse career in the power sector.

Mr. Mukherjee acquired, Bachelor of Electrical Engineering from Jadavpur University, Kolkata.

#### <u>Pankaj Jain</u>

#### **General Manager, Finance**

A chartered account by profession, Mr. Jain has had an experience of around 13 years working in various fields including accounting, finance, commerce, audit, statutory and regulatory compliances, income tax, GST, preparing MIS, Ageing report, creditors payments, maintenance of stock tally and preparing of reports.

Prior to association with the Applicant, Mr. Jain has worked with various reputed Accounting Firms, like Narula and Associates, TTC Infra India, Goyal & Associates, to name a few.

Mr. Jain acquired B.Com from M.D. University and acquired ICWA in 2017.

#### **APPROACH AND METHODOLOGY**

#### 1. Description of Applicant Company

The Applicant is a company registered under Companies Act, 2013. It intends to foray into electricity trading across India in accordance with the provisions of the Electricity Act, 2003 and regulations framed by this Hon'ble Commission.

#### 2. Shareholding of the Applicant

The Applicant is a non-government company having its registered office in Naharlagun, Arunachal Pradesh and has been founded in November 2023. 70% of the total shares of the Applicant are held by Mr. Balo Mukh and 30% of total shares are held by Mr. Aroop Deka.

#### 3. Approach and Methodology for Power Trading Business

The Electricity Act, 2003, defines electricity or power trading as an important licensed business activity with an objective of bringing efficiency, competition and discipline in Indian Power Market. It has enabled supply of power from surplus regions to deficit regions and provided a solution for smooth functioning of electricity grid by way of efficient and optimum utilization transmission networks.

Better opportunities are emerging in the future stakeholders involved in trading activity due to factors like growth in demand, growth in generation addition capacity, addition of intra-state & inter-state transmission capacity and favorable transmission charges/ open access charges pricing structures etc. The present market trends, structure and growth prospects are ideal for power trading.

The Applicant intends to foray into the energy market and is technically and financially equipped to offer a range of customized power products to its customers. The Applicant is capable of providing reliable power in a sustainable manner by optimizing the use of multiple energy resources with a special focus on green and renewable energy.

The Applicant has the necessary organizational and managerial capabilities to efficiently carry out activities related to trading of power. The Applicant has **66** 

adequate infrastructure with state-of-the-art communication and technological facilities, software systems and support personnel.

The Applicant boasts a vibrant and energetic core business team with enormous knowledge of the power sector and all aspects of power generating, and trading together with related experience. The Applicant's team, having been involved in their individual capacities and areas of expertise for a substantial period of time, the Applicant's team has a deep understanding of the dynamics of the electricity market and its trends.

The Applicant intends to focus on bilateral trading by entering into appropriate contracts with necessary safeguards, in doing so, it will continuously coordinate with the Regional Load Dispatch Centers/State Load Dispatch Centers and Central Transmission Utilities and State Transmission Utilities to ensure smooth functioning of trading related activities.

The estimated electricity consumption in India increased from 6,94,392 GWh h during 2010-11 to 12,91,494 GWh during 2019-20(P), showing a CAGR of 6.74%. Of the total consumption of electricity in 2019-20(P), industry sector accounted for the largest share (42.69%), followed by domestic (24.01%), agriculture (17.67%) and commercial sectors (8.04%) (*Source: Energy Statistics India 2021, 28th issue, National Statistical Office, Ministry of Statistics and Programme implementation, Government of India*).

Further, the electricity requirement is expected to grow at a CAGR of 5.51% between FY 2022-2027. Industrial and domestic consumers are expected to lead electricity requirement contributing 30% each. The commercial segment is expected to occupy a small share of 10%.

Given the factors highlighted the Applicant intends to become a leading player in the power trading segment of the Indian electricity market. For the said purpose, the Applicant has put together a dynamic and experienced team which shall be continually enhanced in the light of business requirements by both manpower addition and capacity building. The Applicant further intends to target renewable energy generators with surplus power and identify customers/ utilities with the aim to meet their RPO and in process also reducing their energy input costs. The Applicant is committed to the regulatory guidelines set by the Hon'ble Central Electricity Regulatory Commission to mandate the trading activities in the country and the Applicant herein shares this Hon'ble Commission's development philosophy.



NefaPowerTradingPvt.Ltd. R-6.ErkiApt,A-Sec,Naharlagun, Arunachal Pradesh -791110

#### Board Resolution for Authorization for Registrationin respect of the Company under the Power Trading License and rules and regulations made thereunder with Electricity Act, 2003 under the applicable laws.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF NEFA POWER TRADING PRIVATE LIMITED HELD AT THE REGISTERED OFFICE OF THE COMPANY AT R-6, NAHARLAGUN ESD, A SECTOR, ERKI SENIA APARTMENT, MODEL VILLAGE, NAHARLAGUN, PAPUM PARE-791110, ARUNACHAL PRADESH ON DECEMBER 15, 2023 AT 11:30 AM

The Chairman informed the other Board members that the Company requires the registration in respect of the Company under the Power Trading License and rules and regulations made thereunder with Electricity Act, 2003 under the applicable laws.

"**RESOLVED THAT** the Director of the company Mr. Aroop Deka be and are hereby severally authorized to sign and execute all the applications, documents and papers as may be required by concerned department(s) / authority(ies).

**RESOLVED FURTHER THAT** Mr. Aroop Deka is further authorized to do all such actsand things as may be necessary or incidental thereto in connection to the aboveresolution.

"RESOLVED FURTHER THAT a certified copy of the resolution be given to anyone concerned or interested in the matter."

Certified true copy NEFA POWER TRADING PRIVATE LIMITED

38-60%.

NEFA POWER TRADING PVT. LTD.

(AROOP DEKA) DIRECTOR DIN: 10409361

DIRECTOR

NEFA POWER TRADING PVT. LTD. (BALO MUKH) DIRECTOR DIN:08673710 DIRECTOR

CIN:U35100AR2023PTC014056|GST:12AAJCN2706Q1Z9 NEFAPOWER.COMICONTACT@NEFAPOWER.COMI+917042200272

#### VAKALATNAMA BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY COMMISSION AT NEW DELHI APPLICATION NO. \_\_\_\_ OF 2024

#### IN THE MATTER OF:

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#### NEFA POWER TRADING PRIVATE LIMITED ... APPLICANT

I, **Aroop Deka**, authorized signatory of the Applicant company – Nefa Power Trading Private Limited, in the above Application do hereby appoint and retain:

Mr. Tabrez Malawat, Mr. Syed Hamza, Mr. Sourajit Sarkar, Ms. Rupali Jain to appear, plead and act for me/ us in the above Application 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 proceedings.

Place: New Delhi Date: 17.01.2024

**Executed in my presence** 

"Accepted"

Signatory of TRAPANG PVT. LTD.

"Accepted"

DIRECTOR

Mus Muhr Human Marker Tabrez Malawat / Syed Hamza/Sourajit Sarkar / Rupali Jain The Guild, Advocates & Associate Counsel,

C-586, LGF, Defence Colony, New Delhi

S.No.	PARTICULARS		
1.	Name of the Applicant	NEFA Power Trading Private Limited	
2.	Address of the Applicant	Registered office address:	
		R-6, Erki and Senia Apartment, 1 <sup>st</sup> Floor, Room No. 6, A-Sector, Naharlagun, District – Papum Pare, Arunachal Pradesh– 791110	
		Address for correspondence:	
		R-6, Erki and Senia Apartment, 1 <sup>st</sup> Floor, Room No. 6, A-Sector, Naharlagun, District – Papum Pare, Arunachal Pradesh– 791110	
	Address of the Advocates	The Guild, Advocates & Associate Counsel, C-586, LGF, Defence Colony, New Delhi – 110024	
3.	Subject Matter	Application for the grant of inter-state trading license (Category $-$ V)	
4.	Petition No. (If any)		
5.	Details of generation assets		
	(a) Generation station/ units.	NA	
	(b) Capacity in MW.		
	(c) Date of commercial operation		
	(d) Period for which fee is paid		
	(e) Amount of fee paid		
	(f) Surcharge, if any		
6.	Details of transmission assets	NA	
	(a) Transmission line and sub-stations	3	

FORM – 1

	(b) Date of commercial operation	
	(c) Period for which fee paid	
	(d) Amount of fee paid	
	(e) Surcharges, if any	
ang		
7.	Fee paid for Adoption of tariff for	NA
	(a) Generation asset	
	(b) Transmission asset	
8.	Application fee for license	
0.		
	(a) Trading license	
	(b) Transmission license	
	(c) Period for which paid	
	(d) Amount of fee paid	
9.	Fees paid for Miscellaneous Petition	NA
10.	Fees paid for Interlocutory Application	NA
11.	Fee paid for Regulatory Compliance petition	. NA
12.	Fee paid for Review Application	NA
13.	License fee for inter-State Trading	
	(a) Category	NA
	(b) Period	
	(c) Amount of fee paid	
	(d) Surcharge, if any	

14.	License fee for inter-State Transmission	NA	
	(a) Expected / Actual transmission charges		
	(b) Period		
	(c) Amount of fee calculated as a percentage of transmission charge.		
	(d) Surcharge, if any		
15.	Annual Registration Charge for Power Exchange	NA	
	(a) Period		
	(b) Amount of turnover		
	(c) Fee paid		
	(d) Surcharge, if any		
16.	Details of fee remitted		
	<ul> <li>(a) Transaction ID/ Reference No. /Payment Id</li> <li>(b) Amount remitted</li> </ul>	Paid INR 1 lakh on CERC Portal vide Transaction No. INB/772619010/	
	(b) Amount remated	CERC on 18.01.2024.	
	Note: While SI. Nos. 1 to 3 and 16 are compulsory, the rest may be filled up applicable         Signature:       NEFA POWER TRADING PVT. LTD.		
	Date: <u>17</u> .01.2024	DIRECTOR	