

SECOND SUPPLEMENTARY AGREEMENT
FOR
PROCUREMENT OF ELECTRICITY THROUGH
TARIFF BASED COMPETITIVE BIDDING
FOR

Package 1:

**765 kV S/C Mainpuri-Bara Line with
765 kV/400 kV AIS at Mainpuri
and Associated Schemes/Work**

(Tender specification no. ESD 765/4 (Package-1))

BETWEEN

Paschimanchal Vidyut Vitran Nigam Ltd.

Dakshinanchal Vidyut Vitran Nigam Ltd.

Purvanchal Vidyut Vitran Nigam Ltd.

Madhyanchal Vidyut Vitran Nigam Ltd.

AND

SOUTH EAST U.P. POWER TRANSMISSION COMPANY Ltd.



(PVVNL)

Executive Engineer (Comm)
P.V.V.N.L , Meerut

(DVVNL)

अधीक्षण अभियन्ता (वाणिज्य)
दोविनिर्देशनिलो, आगरा

(PuVVNL)

(Brajesh Kumar)
Superintending Engineer (Com.)
PuVVNL, Varanasi

(MVVNL)

अधीक्षण अभियन्ता (वाणिज्य)
दोविनिर्देशनिलो, 4-ए, गोखले मार्ग

(SEUPPTCL)

Ranjendra



उत्तर प्रदेश UTTAR PRADESH

GH 454506

11 DEC 2023

SECOND SUPPLEMENTARY AGREEMENT

This Supplementary Agreement to the Transmission Services Agreement is made at [Lucknow]

On [January, 24th] day of 2024,

Between

South East Uttar Pradesh Power Transmission Company Limited (SEUPPTCL), a company incorporated under the Companies Act, 1956, having its registered office at 409, 4th Floor Shalimar Titanium, Vibhuti Khand, Gomtinagar, Lucknow-226010, Uttar Pradesh (herein after referred to as "Transmission Service Provider" or "TSP" or "SEUPPTCL" which expression shall unless repugnant to the context of meaning thereof shall mean and include its successors and permitted assigns) as Party of the one part;

(PVVNL) (DVVNL) (PuVVNL) (MIVVNL) (SEUPPTCL)

Executive Engineer (Comm)
P.V.V.N.L., Meerut

अधीक्षण अभियन्ता (वाणिज्य)
दोविठिनिलि, आगरा

(Brajesh Kumar)
Superintending Engineer (Com.)
PuVVNL, Varanasi

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AND

Persons whose names, addresses and other details are provided in Schedule-1 of this supplementary agreement collectively and individually referred to as the "Long Term Transmission Customer" respectively which expression shall unless repugnant to the context or meaning thereof include its successor and had permitted assigns as party of the other part.

Paschimanchal Vidyut Vitran Nigam Ltd. having its registered office at Urja Bhawan, Victoria Park, Meerut-250001 and having an Allocated Project Capacity as provided in Schedule-1 of this supplementary agreement to the Transmission Service Agreement (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) as first party of the other part, **Dakshinanchal Vidyut Vitran Nigam Ltd.** having its registered office at Urja Bhawan, Sikandra, Agra- Mathura Bypass Road, Sikandra, Agra-282007 and having an Allocated Project Capacity as provided in Schedule-1 of this supplementary agreement to the Transmission Service Agreement (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) as second party of the other part, **Purvanchal Vidyut Vitran Nigam Ltd.** having its registered office at DLW, Bhikharipur, Varanasi-221004 and having an Allocated Project Capacity as provided in Schedule-1 of this supplementary agreement to the Transmission Service Agreement (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) as third party of the other part and **Madhyanchal Vidyut Vitran Nigam Ltd.** having its registered office at 4-A, Gokhle Marg, Lucknow-226001 and having an Allocated Project Capacity as provided in Schedule-1 of this supplementary agreement to the Transmission Service Agreement (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) as fourth party of the other part (collectively referred to as "**LTTCs**").

TSP and LTTCs shall hereinafter be individually referred to as '**Party**' and collectively as '**Parties**'.

WHEREAS,

- (1) The TSP has executed the Transmission Service Agreement with the LTTCs on January 20, 2012 ("TSA") for developing the intra-state transmission system project for 765 KV S/C Mainpuri-Bara Line with 765kV/400kV AIS at Mainpuri and Associated Schemes and Work as detailed in Schedule 2 of the TSA herein after referred to as "**Project**".

(PVVNL)

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(MVVNL)

(SEURPTCL)

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- (2) Project was awarded on BOOT basis to SEUPPTCL on July 5, 2011 by LTTCs.
- (3) The TSP has agreed to provide the transmission service to the LTTCs as per the terms and conditions of the TSA.
- (4) The order for adoption of transmission charges and grant of transmission license for the Project was granted only on May 30, 2013 and April 29, 2013, respectively.
- (5) Under the TSA, Schedule 3 specifies the Scheduled COD in relation to the Project to be thirty months from the date of award of the work (i.e., July 5, 2011). Further, the term 'Scheduled COD' as defined under the TSA means *in relation to the Project, shall mean the date as mentioned in Schedule 3 as against such Project, subject to the provisions of Article 4.4 of this Agreement, or such date as may be mutually agreed among the Parties.*
- (6) Due to delay in process on various accounts, the parties have mutually decided to revise the scheduled COD of the Project as per the group of elements and amended the TSA. The elements of the Project were divided into two groups, Group -1 and Group -2. Accordingly, Supplementary Agreement to TSA was made on 09.06.2018 (STSA).
- (7) Further, in the Supplementary Agreement, the term 'Scheduled COD' as defined and provided for in TSA was substituted with the following:
"Scheduled COD" in relation to an element shall mean the date as mentioned in Revised Schedule-3, as against each group of Elements."
- (8) Lenders of TSP initiated Corporate Insolvency Resolution Process (CIRP) under Insolvency and Bankruptcy Code 2016 before National Company Law Tribunal (NCLT) Allahabad. The Resolution Plan submitted by M/s Resurgent Power Ventures Pte. Ltd. (RPVL) was approved by NCLT order dated 15.06.2022. In view of the approval of resolution plan, RPVL filed a petition before Hon'ble UPERC to seek approval for change of shareholdings. Hon'ble UPERC vide its order dated 29.07.2022, approved the change in shareholdings of TSP.
- (9) The parties acknowledge that, the TSP failed to complete Group 2 elements of the project as per SCOD stipulated in STSA. Parties mutually decided to revise the scope of Group -2 elements of the Project and Scheduled Commercial Operation Date of the Project as per the group of elements as annexed with this Second Supplementary Agreement specified below.

Now THEREFORE, in consideration of mutual agreement contained in TSA, STSA and other good and valuable consideration which the parties hereby acknowledge for amendment of TSA and STSA, the parties agree as follows: -

1. The parties agree that the Group-1 elements as per Schedule-2 and only the following elements of Group-2 of Schedule-2 of STSA shall form scope of the project.

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Transmission lines:

1. 765kV SC Mainpuri - Bara with Quad Bersimis Ckt – 1
2. 765kV SC Mainpuri - Unnao with Quad Bersimis
3. 400kV DC (Quad Moose) Tanda - Gonda (400 kV SC Tanda-Gonda and 400 kV SC Basti-Gonda line)

Sub Stations:

1. 765kV Mainpuri S/S (AIS): Phase 2 comprising of 1no. 1000MVA (765/400kV) ICT along with bay, 1no. 765kV Bara 2nd Feeder Bay along with line reactor, 1no. 765kV Greater Noida Feeder Bay along with line reactor, 1no. 765kV Unnao Feeder Bay along with line reactor, 1no. 765kV Hapur Feeder Bay along with line reactor.
2. 2 x 315MVA (400/220kV), 2 x 100MVA (220/132kV) AIS at Gonda

Note: The above elements constitute the balance works towards the implementation of the project,

2. The Parties agree that the Date of Completion of the Group 2A elements (i.e., 765kV Mainpuri AIS S/S Phase II + 220/132kV AIS Gonda) shall be 4 months from the Commencement of the work.
3. The Parties agree that the Date of Completion of the Group 2B elements (i.e., Circuit-1 of 765 kV SC Quad Bersimis, Mainpuri – Bara Line + 765kV SC Quad Bersimis, Mainpuri - Unnao Line + 400kV DC Quad Moose Tanda - Gonda Line (400 kV SC Tanda - Gonda and 400 kV SC Basti - Gonda line) + 400/220 kV Gonda Substation) shall be 24 Months from the Commencement of the work.
4. The Parties agree that the TSP will be receiving payments for a period of 35 (Thirty five) years, based on availability, of the Monthly Transmission Charges, for each group of the Elements from the date those groups of elements are commissioned and are ready for operations *but not earlier than the scheduled commercial operation date*. Such time period of 35 (Thirty-Five) years shall commence from the Scheduled commercial operation date (i.e. 31.12.2014) of each group of the element. For the sake of abundant clarity, it may be noted that the Parties also agree that tariff shifting is not allowed.
5. As per the provision of the TSA and STSA, the Parties agree that the liquidated damages for the delay in commissioning of elements already deducted shall not be refunded.

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6. The Parties mutually agree that the Contract Performance Guarantee as already provided by TSP under the TSA shall remain valid for a period up to three months after COD of Group 2B of the project.
7. The parties have mutually agreed on the calculated Monthly Transmission Charges for the Group 2A and 2B Elements.
8. The Schedule 2 of the TSA shall stand amended and be restated as below,

Schedule: 1

List of Long-Term Transmission Customers

[Note: As referred to in the recital of this agreement and in the definition of “Long Term Transmission customer’s”]

Sr. No	Name of the Long Term Transmission customer’s	Address of Registered Office	Law under which incorporated	Allocated Project Capacity (in MW)
1	Paschimanchal Vidyut Vitaran Nigam Ltd.	Urja Bhawan, Victoria Park, Meerut-250001	Companies Act, 1956	38%
2	Dakshinanchal Vidyut Vitaran Nigam Ltd.	Urja Bhawan, Sikandra, Agra-Mathura Bypass Road, Sikandra, Agra-282007	Companies Act, 1956	23%
3	Purvanchal Vidyut Vitaran Nigam Ltd.	DLW, Bhikharipur, Varanasi-221004	Companies Act, 1956	22%
4	Madhyanchal Vidyut Vitaran Nigam Ltd.	4-A, Gokhale Marg, Lucknow-226001	Companies Act, 1956	17%

Note: The percentage of allocation amongst the LTTCs is subject to revision from time to time. The above list of long-term Transmission customers is subject to change. Any addition or deletion in this list after the award of LOI shall be duly notified to the Parties to the Agreement.

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The new long term transmission customers shall become a party to this Agreement after agreeing to the terms and conditions of this agreement, Supplementary Agreement and signing of Second Supplementary Agreement annexed in Schedule 12 to the TSA.

Schedule: 2
Project Description and Scope of Project

[Note: Detail description of the Project, including all the Elements, along with corresponding Scheduled COD, as referred to in recital of this Agreement and in Article 4.1 of this Agreement]

Sr. No	Name of the Transmission Element/Project	Scheduled COD
GROUP -1		31st Dec, 2014
Transmission Lines:		
1	400kV DC (Quad Moose) Rewa Road –Meja (25 Kms)	31st Dec, 2014
2	400kV DC (Quad Moose) Bara – Meja (25 Kms)	31st Dec, 2014
3	LILO of 400kV Panki - Obra at 400kV Rewa Road with Twin Moose (12 Kms)	31st Dec, 2014
4	765kV SC Mainpuri - Bara with Quad Bersimis ckt – 2 (350 Kms)	31st Dec, 2014
5	400kV DC (Quad Moose) Mainpuri (400kV) -Aligarh (120 Kms)	31st Dec, 2014
6	LILO of both circuits of 400kV DC Orai - Mainpuri (PG) at Mainpuri (765kV) with Twin Moose (30Kms)	31st Dec, 2014
Sub-Stations :		
1	765kV Mainpuri S/S (AIS): Phase 1 comprising of 1no. 1000MVA (765/400kV) ICT along with bay, 1no. 765kV Bara 1 st Feeder bay along with line reactor, 765kV Bus reactor bay and complete 400kV Switchyard	31st Dec, 2014
2	2x315MVA (400/220kV) GIS at Rewa Road	31st Dec, 2014
GROUP -2A		
Sub-Stations:		
1	765kV Mainpuri S/S (AIS): Phase 2 comprising of 1no. 1000MVA (765/400kV) ICT along with bay, 1no. 765kV Bara 2nd Feeder bay along with line reactor, 1no. 765kV Greater Noida Feeder bay along with line reactor, 1no. 765kV Unnao Feeder bay along with line reactor, 1no. 765kV Hapur Feeder bay along with line reactor.	04 months from commencement of the work
2	2x100MVA (220/132kV) AIS Gonda (ICT)	
GROUP -2B		
Transmission Lines:		
1	765kV SC Mainpuri - Bara with Quad Bersimis ckt – 1 (1x350 Kms)	24 months from commencement of the work
2	765kV SC Mainpuri - Unnao with Quad Bersimis (188 Kms)	
3	400kV DC (Quad Moose) Tanda - Gonda (95Kms) (400 kV SC Tanda-Gonda and 400 kV SC Basti-Gonda line)	
Sub-Stations:		
4	2x315 MVA(400/220kV) AIS Gonda	

9. The Schedule 3 of the STSA shall stand amended and be restated as below,


(P.V.V.N.L.)

Executive Engineer (Comm)
P.V.V.N.L., Meerut


(D.V.V.N.L.)

अधीक्षण अभियन्ता (वाणिज्य)
दक्षिणविनिर्देश, आगरा


(Pu.V.V.N.L.)

(Brajesh Kumar)
Superintending Engineer (Com.)
PuV/VNL, Varanasi


(M.V.V.N.L.)

अधीक्षण अभियन्ता (वाणिज्य)
दक्षिणविनिर्देश, 4-ए, गोरखपुर मार्ग

(SEUPPTCL)



Schedule: 3
Scheduled COD

[Note: As referred to in the definition of "Element", "Scheduled COD", and in Articles. 3.1.3 (c), 4.1 (b) and 4.3 (a) of this Agreement]

Sr. No	Name of the Transmission Element/Project	Scheduled COD	Percentage of Quoted Transmission Charges recoverable on Scheduled COD of the project	Element(s) which are pre required for declaring the commercial operation (COD) of the respective Element/project
GROUP -1		31st Dec, 2014		
Transmission Lines:				
1	400kV DC (Quad Moose) Rewa Road –Meja (25 Kms)	31 st Dec, 2014	33.947%	Approval of State Govt. under section 68 of Electricity Act 2003. Transmission License from Uttar Pradesh Electricity Regulatory Commission (UPERC) Clearance from Electrical Inspector. Statutory Consents, Clearances and Permits (way leave, Environment & forest, civil aviation, railway/ road/ river/ canal/ power crossing/ PTCC, etc.)
2	400kV DC (Quad Moose) Bara – Meja (25 Kms)	31 st Dec, 2014		
3	LILO of 400kV Panki - Obra at 400kV Rewa Road with Twin Moose (12 Kms)	31 st Dec, 2014		
4	765kV SC Mainpuri - Bara with Quad Bersimis ckt – 2 (350 Kms)	31 st Dec, 2014		
5	400kV DC (Quad Moose) Mainpuri (400kV) - Aligarh (120 Kms)	31 st Dec, 2014		
6	LILO of both circuits of 400kV DC Orai - Mainpuri (PG) at Mainpuri (765kV) with Twin Moose (30Kms)	31 st Dec, 2014		
Sub-Stations:				
1	765kV Mainpuri S/S (AIS): Phase 1 comprising of 1no. 1000MVA (765/400kV) ICT along with bay, 1no. 765kV Bara 1 st Feeder bay along with line reactor, 765kV Bus reactor bay and complete 400kV Switchyard	31 st Dec, 2014		
2	2x315MVA (400/220kV) GIS at Rewa Road	31 st Dec, 2014		
GROUP -2A (SCOD: 04 months from commencement of the work)				
Sub-Stations:				
1	765kV Mainpuri S/S (AIS): Phase 2 comprising of 1no. 1000MVA (765/400kV) ICT along with bay, 1no. 765kV Bara 2nd Feeder bay along with line reactor, 1no. 765kV Greater Noida Feeder bay along with line reactor, 1no. 765kV Unnao Feeder bay along with line reactor, 1no. 765kV Hapur Feeder bay along with line reactor.	04 months from commencement of the work	8.377%	
2	2x100MVA (220/132kV) AIS Gonda (ICT)	04 months from commencement of the work		
Group-2B (SCOD: 24 months from commencement of the work)				
Transmission Lines:				
1	765kV SC Mainpuri - Bara with Quad Bersimis ckt – 1 (1x350 Kms)	24 months from commencement of the work	32.513%	
2	765kV SC Mainpuri - Unnao with Quad Bersimis (188 Kms)	24 months from commencement of the work		

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(D.V.V.N.L.)

(P.U.V.V.N.L.)

(M.V.V.N.L.)

(S.E.U.P.P.T.C.L.)

Executive Engineer (Comm)
P.V.V.N.L., Meerut

अधीक्षक अभियन्ता (वाणिज्य)
दावाविनियोगितो, आगरा

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Superintending Engineer (Com.)
P.U.V.V.N.L., Varanasi

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3	400kV DC (Quad Moose) Tanda - Gonda (95 Kms) (400 kV SC Tanda-Gonda and 400 kV SC Basti-Gonda line)	24 months from commencement of the work		
Sub-Stations:				
4	2x315MVA(400/220kV) AIS Gonda	24 months from commencement of the work		

Date of commencement of the work – 15.09.2023

Note 1: Other details of works & technical parameters shall be as per RFP document along with all the Corrigendum's /correspondences /clarifications done at RFP stage.

10. Table for Proportionate Transmission Charges Payable for each element of Project as given in Schedule-6 of the TSA Dated 20.01.2012, shall stand modified in line with schedule-3 above. All Other contents of schedule-6 shall remain unchanged.
11. Pursuant to Clause 19.17 of the TSA, the Parties shall jointly approach and take all reasonable action as is necessary to obtain the approval of the Uttar Pradesh Electricity Regulatory Commission ("UPERC") for this Second Supplementary Agreement.
12. Miscellaneous
- (a) This Second Supplementary Agreement shall be effective as of the dates first written above (effective date) when each Party hereto shall have duly signed and delivered to the other Party a copy of this Agreement.
- (b) Except to the extent specified in this Second Supplementary Agreement, all other terms and conditions of the TSA and STSA shall remain unchanged.
- (c) The principles of construction and interpretation set forth in the TSA and STSA shall, to the extent relevant, continue to apply to Second Supplementary Agreement.
- (d) The amendment to the TSA and STSA herein set forth is limited precisely *as* written and, on and after the date hereof, whenever the reference to TSA and STSA is made between the Parties, this Second Supplementary Agreement must be read into and becomes part of the TSA and STSA dated 09.06.2018 and it shall mean such TSA and STSA as amended and supplemented by this Second Supplementary Agreement.
- (e) Capitalized terms, which have been used but not been defined in Second Supplementary Agreement, shall have the meaning ascribed to such terms in TSA and STSA.

(P.V.V.N.L.)

(D.V.V.N.L.)

(P.V.V.N.L.)

(M.V.V.N.L.)



(S.E.U.P.P.T.C.L.)

Executive Engineer (Comm)
P.V.V.N.L , Meerut

अधीक्षण अभियन्ता (वाणिज्य)
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(Brajesh Kumar)
Superintending Engineer (Com.)
PuVVNL, Varanasi

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दोविंविंनिलो, 4-ए, गोखले मार्ग

(Signature)

IN WITNESS WHEREOF, the Parties have executed this Agreement as on the date first written above,

For and on behalf of TSP

Name: Sachin Mujumdar
Designation: Chief Executive Officer

Sachin Mujumdar


Address: South East U.P. Power Transmission Company Limited

- For and on behalf of Paschimanchal Vidyut Vitran Nigam Limited.**
Name: *SONAM SINGH*
Designation: *EXECUTIVE ENGINEER (COMMERCIAL)*
Address: Urja Bhawan, Victoria Park, Meerut-250001 *Executive Engineer (Comm) P.V.V.N.L, Meerut*
- For and on behalf of Dakshinanchal Vidyut Vitran Nigam Limited.**
Name: *M.P. Singh*
Designation: *SE (Comm.)*
Address: Urja Bhawan, Sikandra, Agra- Mathura Bypass Road, Sikandra, Agra-282007 *अधीक्षण अभियन्ता (वाणिज्य) मॉडिंविंनिंलिं, आगरा*
- For and on behalf of Purvanchal Vidyut Vitran Nigam Limited.**
Name: *BRAJESH KUMAR*
Designation: *S.E.C Commercial*
Address: DLW, Bhikharipur, Varanasi- 221004 *(Brajesh Kumar) Superintending Engineer (Com.) PuVVNL, Varanasi*
- For and on behalf of Madhyanchal Vidyut Vitran Nigam Limited.**
Name: *Ashok Kumar*
Designation: *SE (Comm.)*
Address: 4-A, Gokhle Marg, Lucknow-226001 *अधीक्षण अभियन्ता (वाणिज्य) मॉडिंविंनिंलिं, 4-ए, गोखले मार्ग*

WITNESSES:

- Rakesh Kumar*
(Rakesh Kumar)
Superintending Engineer, PPP Cell
UPPTCL 11th Floor, Shakti Bhawan Extn.
14-Ashok Marg, Lucknow-226001
कार्यालय निदेशक (कार्य एवं परिचोक्षण) उ०प्र० पावर ट्रांसमिशन कारपोरेशन लि० शक्ति भवन, 14-अशोक मार्ग लखनऊ।
- [Signature]*

For and on behalf of the Uttar Pradesh Power Transmission Corporation Limited

Name:
Designation:
Address: 7th Floor, Shakti Bhawan, 14-Ashok Marg, Lucknow-226001

[Signature]
(PVVNL)

Executive Engineer (Comm)
P.V.V.N.L, Meerut

[Signature]
(DVVNL)

अधीक्षण अभियन्ता (वाणिज्य)
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(PuVVNL)

(Brajesh Kumar)
Superintending Engineer (Com.)
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[Signature]
(SEUPPTCL)