# BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION AT NEW DELHI

# IN PETITION NO. //2025

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

Application under Section 15 (1) of the Electricity Act, 2003 read with Regulation 6 (1) of CERC (Procedure, Terms and Conditions for Grant of Trading License and other related matters) Regulations, 2020 for grant of Category V license for Inter-State trading of Electricity in all States and Union Territories of India in accordance with CERC (Procedure, Terms and Conditions for Grant of Trading License and other related matters) Regulations, 2020 amended from time to time.

#### AND IN THE MATTER OF:

Aayuda Energy Ventures LLP A-1/74 Ground Floor, Panchsheel Enclave, South Delhi, NewDelhi-110017

.....APPLICANT

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# **THROUGH**

Kastih

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IQRA KHAN/KARTIK SHARMA
ADVOCATES FOR APPLICANT
M/S PRAXIS COUNSEL,
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NIZAMUDDIN EAST
NEW DELHI-110013
email: shikha@praxiscounsel.com

PLACE: New Delhi DATE: 03.04.2025

# BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION AT NEW DELHI

IN

PETITION NO. / TD/2025

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

Application under Section 15 (1) of the Electricity Act, 2003 read with Regulation 6 (1) of CERC (Procedure, Terms and Conditions for Grant of Trading License and other related matters) Regulations, 2020 for grant of Category V license for inter-State trading of Electricity in all States and Union Territories of India in accordance with CERC (Procedure, Terms and Conditions for Grant of Trading License and other related matters) Regulations, 2020 amended from time to time.

#### AND IN THE MATTER OF:

Aayuda Energy Ventures LLP A-1/74 Ground Floor, Panchsheel Enclave, South Delhi, New Delhi -110017

.....APPLICANT

APPLICATION UNDER SECTION 15 (1) OF THE ELECTRICITY ACT, 2003 READ WITH REGULATION 6 (1) OF CERC (PROCEDURE, TERMS AND CONDITIONS FOR GRANT OF TRADING LICENSE AND OTHER RELATED MATTERS) REGULATIONS, 2020 FOR GRANT OF CATEGORY V LICENSE FOR INTER-STATE TRADING OF ELECTRICITY IN ALL STATES AND UNION TERRITORIES OF INDIA IN ACCORDANCE WITH CERC (PROCEDURE, TERMS AND CONDITIONS FOR GRANT OF TRADING LICENSE AND OTHER RELATED MATTERS) REGULATIONS, 2020 AMENDED FROM TIME TO TIME.

For Aayuda Energy Ventures LLP

The Applicant humbly states as follows:

- 1. The present Application is being filed by Aayuda Energy Ventures LLP (hereinafter referred to as the 'Applicant'). The Applicant is a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 on 15.01.2025 having its registered office at A-1/74 Ground Floor, Panchsheel Enclave, South Delhi, New Delhi -110017, India.
- The Applicant has authorized Mr. Rachit Kumar Agarwal to file the present Application on its behalf *vide* Board Resolution dated 10.03.2025.
   The Board Resolution dated 10.03.2025, is produced herewith as Annexure-A.
- 3. The Hon'ble Commission notified the CERC (Procedure, Terms & Conditions for grant of trading license & other related matters) Regulations, 2020 on 02.01.2020 ("Trading License Regulations, 2020"). The present Application is being filed under Section 15 (1) of the Electricity Act, 2003 ("Act") r/w Regulation 6(1) of the Trading Regulations, 2020, seeking grant of Category V license for inter-State trading of Electricity in all States and Union Territories of India. Regulation 6 (1) of the Trading License Regulations, 2020 prescribes for an application to be filed in Form-1 before this Hon'ble Commission. The duly filled Form -1, dated 28.03.2025, providing the details of the Applicant, along with all the required documents and enclosures, is produced herewith as **Annexure-B**.
- 4. The Applicant has paid the applicable fee of Rs. 1,00,000/- (Rupees One lakh Only), on the Saudamini e-filing Portal. The details of the payment of application fee have been annexed herwewith along with the application.
- 5. The Applicant submits that the Applicant meets all the eligibility criteria

For Aayuda Energy Ventures LLP

6. prescribed under the Trading License Regulations, 2020. This Hon'ble Commission has jurisdiction to grant the Inter-State Trading License to the Applicant under Section 15 (1) of the Act r/w Regulation 6 (1) of the

Trading Regulations, 2020.

7. After grant of the license, the license fees for the first year shall be paid within 30 (thirty) days and for the subsequent years shall be paid as per the

provisions of the CERC (Payment of Fees) Regulations, 2012.

**PRAYER** 

In view of the aforementioned facts and the supporting documents provided, it is respectfully prayed that this Hon'ble Commission may be pleased to:

(i) grant Inter-State Trading License for Category V, to the Applicant; and

(ii) pass such other and further order as this Hon'ble Commission deems

appropriate under the facts and circumstances of the present  $\Lambda$ pplication.

For Aayuda Energy Ventures LLP

Rachut Agamust

Authorised Signatory
Applicant
(Authorized Signatory)

Aayuda Energy Ventures LLP

DATE: 1<sup>ST</sup> April 2025 PLACE: New Delhi

# BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION AT NEW DELHI

IN

**PETITION NO.** / /2025

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

Application under Section 15 (1) of the Electricity Act, 2003 read with Regulation 6 (1) of CERC (Procedure, Terms and Conditions for Grant of Trading License and other related matters) Regulations, 2020 for grant of Category V license for inter-State trading of Electricity in all States and Union Territories of India in accordance with CERC (Procedure, Terms and Conditions for Grant of Trading License and other related matters) Regulations, 2020 amended from time to time.

#### AND IN THE MATTER OF:

Aayuda Energy Ventures LLP

A-1/74 Ground Floor,

Panchsheel Enclave, South Delhi,

New Delhi -110017

OF IND

.....APPLICANT

# AFFIDAVIT VERIFYING THE APPLICATION

I Rachit Kumar Agarwal s/o Suresh Kumar Agarwal, aged about forty-three years, having office at A-1/74 Ground Floor, Panchsheel Enclave, South Delhi, New Delhi -110017 India do hereby solemnly affirm and state as under:

1. That I am working as Designated Partner 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.
- 3. 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.

For Aayuda Energy Ventures LLP

Rachit Agorum

Rachit Kumar Agarwal

Autorised Signatory/Designated Partner
Aayuda Energy Ventures LLP



I identify that Executart/Deponent

#### **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 1st April 2025 at New Delhi.

For Aayuda Energy Ventures LLP

Rachit Agamal

**Authorised Signatory** 

**DEPONENT** 

Rachit Kumar Agarwal Autorised Signatory/Designated Partner Aayuda Energy Ventures LLP

KOMAL SINGH SUMAN
Advocate
NOTARY PUBLIC
R. N. 4127/07
NCT DELHI
OF INDIR

ATTESTED

NOTARY PUBLIC, DELHI

# BEFORE THE CENTRAL ELECTRICITY REGULATORY COMMISSION AT NEW DELHI

IN

**PETITION NO.** / /2025

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

Application under Section 15 (1) of the Electricity Act, 2003 read with Regulation 6 (1) of CERC (Procedure, Terms and Conditions for Grant of Trading License and other related matters) Regulations, 2020 for grant of Category V license for inter-State trading of Electricity in all States and Union Territories of India in accordance with CERC (Procedure, Terms and Conditions for Grant of Trading License and other related matters) Regulations, 2020 amended from time to time.

#### AND IN THE MATTER OF:

Aayuda Energy Ventures LLP A-1/74 Ground Floor, Panchsheel Enclave, South Delhi, New Delhi -110017

.....APPLICANT

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

I, Rachit Kumar Agarwal s/o Suresh Kumar Agarwal aged about forty-three years, having office at A-1/74 Ground Floor, Panchsheel Enclave, South Delhi, Delhi -110017 India do hereby solemnly affirm and state as under:

NOTARY PUBLISHATED am working as Designated Partner with the Applicant Company and R. N. 4127/07

NCT DEath the authorized signatory / authorized representative of the Applicant

NCT DE MIN LINE

KOMAL SINGH SUMAN

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.

For Aayuda Energy Ventures LLP
Racuit Agarwal

**Authorised Signatory** 

**DEPONENT** 



Rachit Kumar Agarwal Autorised Signatory/Designated Partner Aayuda Energy Ventures LLP

### **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 1st April 2025 at New Delhi

For Aayuda Energy Ventures LLP

Authorised Signatory

**DEPONENT** 

Rachit Kumar Agarwal Autorised Signatory/Designated Partner Aayuda Energy Ventures LLP

lidentify that Executant/Deponent

KOMAL SINGH SUMAN Advocate
NOTARY PUBLIC
R. N 4127/07
NCT DELHI
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OTARY PUBLIC, DELHI

- 1 APR 2025

# AAYUDA ENERGY VENTURES LLP

A-1/74 Ground Floor, Panchsheel Enclave, South Delhi, New Delhi -110017 LLPIN: ACB-3730

e-mail id: aayudaenergyventuresllp@gmail.com

CERTIFIED TRUE COPY OF RESOLUTION PASSED IN THE MEETING OF
PARTNERS OF AAYUDA ENERGY VENTURES LLP HELD ON MONDAY, 10<sup>TH</sup> DAY
OF MARCH, 2025 AT 10:00 A.M. AT NEW DELHI

Application for a Trading License for Interstate Electricity Trading

**RESOLVED THAT** the consent of Partners be and is hereby accorded to file Application for obtaining Trading License for Interstate Electricity Trading at Central Electricity Regulatory Commission.

**FURTHER RESOLVED THAT Mr. Rachit Kumar Agarwal**, Designated Partner of the LLP, be and is hereby authorized to sign, execute, and submit all documents and forms related to the application for the trading license and to liaise with government authorities, agencies, or any third-party entities as necessary for the completion of the application process.

**FURTHER RESOLVED THAT** a true copy of the aforesaid resolution, duly certified by the Designated Partners, be provided to the relevant authorities, with a request to act upon the same.

For and on Behalf of Aayuda Energy Ventures LLP

For Aayuda Energy Ventures LLP

Ishani Agrawal

Designated Partner

DIN: 07125785

For Aayuda Energy Ventures LLP

Designated Partner
Rachit Kumar Agarwal

**Designated Partner** 

DIN: 02417577

#### FORM-I

#### Application form for grant of Licence for Inter-StateTrading

- 1. Name of the applicant: Aayuda Energy Ventures LLP
- Address:
  - (a) Registered office address: A-1/74 Ground Floor, Panchsheel Enclave, South Delhi, New Delhi -110017
  - (a) Address for correspondence: A-1/74 Ground Floor, Panchsheel Enclave,
     South Delhi, New Delhi -110017
  - (b) Website address: www.aayuda.energy
- Name, Designation and Address of the contact person: Rachit Kumar Agarwal,
   Partner, A-1/74, Ground Floor, Panchsheel Enclave, South Delhi, New Delhi 110017
- 4. Contact Tel. Nos.: 9810897810
- 5. Fax No.: N/A
- 6. E-mail ID: <u>venture@aayuda.energy</u> and <u>aayudaenergyventuresllp@gmail.com</u>
- 7. Status of the applicant: Limited Liability Partnership

(Whether a citizen of India or a partnership firm registered under the Indian Partnership Act, 1932 (9 of 1932) or a company incorporated under the Companies Act, 1956 or 2013 or an association or a body of Individuals who are citizens of India whether incorporated or not or an artificial juridical person recognized under the Indian Laws or a Limited Liability Partnerships under Limited Liability Partnership Act, 2008. If a listed company, name of Stock Exchanges on which listed and latest share price to be given)

- 8. Place of Incorporation/Registration: New Delhi
- 9. Year of Incorporation/Registration: 27th May 2023\*
- 10. Clause of the Memorandum of Association which authorizes undertaking inter-State trading in electricity (Extract the relevant portion): As per the LLP Agreement, the following clause authorizes undertaking inter-State trading in electricity:

For Aayuda Energy Ventures LLP

"A. Main Objects

- (i) To Apply for Electricity Trading Licenses: To apply for, obtain, and maintain electricity trading licenses from the Central Electricity Regulatory Commission (CERC) and various State Electricity Regulatory Commissions (SERCs), and to comply with the conditions, rules, and regulations laid down by such authorities as may be required for electricity trading in India.
- (ii) To Carry on Electricity Trading and Related Activities

To buy, sell, trade, procure, or otherwise deal in electrical power and energy in accordance with the Electricity Act, 2003, and relevant CERC/SERC regulations; to enter into power purchase or sale agreements with generating companies, traders, distribution licensees, open access consumers, or any other eligible entities; and to undertake any ancillary or incidental activities necessary for the conduct of electricity trading."

- 11. Whether the Memorandum of Association authorizes undertaking transmission of electricity. If so, the extract of the relevant portion: N/A
- 12. (a) Authorised share capital: 23,00,000
  - (b) Issued share capital: 23,00,000
  - (c) Subscribed share capital: 23,00,000
  - (d) Paid up share capital: 23,00,000

**Note:** Copies of the following documents shall be enclosed

- (a) Certificate of incorporation/registration: Annexure A-1
- (b) Certificate for commencement of business, where applicable: N/A
- (c) Memorandum of Association and Articles of Association: Annexure A-2
- (d) Original power of attorney in favour of the signatory to commit the Applicant:

  Annexure A-3
- 13. Category of licence applied for: Category V
- 14. Volume of power intended to be traded: Category V- upto 500 MUs
- 15. Area of Trading:

State the geographical areas within which the applicant proposes to undertake inter-State trading in electricity: **India** 

16. (i) Net worth as per the last year's audited accounts prior to the date of application:

1.75 crore

For Aayuda Energy Ventures LLP

- (ii) Net worth on the date of preparation of the special balance sheet accompanying the application: **2.012 crore**
- 17. (i) Current Ratio as per the last year's audited accounts prior to the date of application (if applicable): **46:1** 
  - (ii) Current ratio on the date of preparation of the special balance sheet accompanying the application: 10.09:1
- 18. (i) Liquidity Ratio as per the last year's audited accounts prior to the date of application (if applicable): 228.95:1
  - (ii) Liquidity ratio on the date of preparation of the special balance sheet accompanying the application: **76.92:1**
- 19. Details of shareholding as on the date of making application

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

- 1. Details of Partner
- (a) Name of the shareholder: Rachit Kumar Agarwal
- (b) Citizenship: Indian
- (c) Residential status: Resident
- (d) No. of shares held: N/A
- (c) Percentage holding of total paid up capital of the company: 60%
- 2. Details of Partner
- (a) Name of the shareholder: Ishani Agrawal
- (b) Citizenship: Indian
- (c) Residential status: Resident
- (d) No. of shares held: N/A
- (e) Percentage holding of total paid up capital of the company: 40%
- 20. (i) Annual turnover as per the audited accounts for the past one year prior to

For Aayuda Energy Ventures LLP

the date of application (if applicable). 7 Lacs

- (ii) Turnover on the date of preparation of the special balance sheet accompanying the application. **26 Lacs**
- 21. 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 curricular vitae of various executives, proposed office and communication facilities, etc: **Annexure-**
- 22. Approach and Methodology: The Applicant is required to describe approach and methodology for establishment of the trading arrangements as proposed by him:

  Annexure-5

#### 23. Other Information

- (a) Whether the Applicant or any of his Associates, or partners, or promoters, or Directors has been declared insolvent? If so, the details thereof and whether they have been discharged or not; **No**
- (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 licence. If so, give the details of date of making application, date of refusal and reasons for refusal; **No**
- (d) Whether the applicant holds a transmission licence. If so, give details thereof; **No**
- (e) Whether an order cancelling the licence of the Applicant or any of his

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- 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 promoter, 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
- List of documents enclosed: Name of the document
- Board Resolution: Annexure A
- b) Organizational and Managerial capability of the applicant: Annexure-1
- Approach and Methodology: Annexure-2 c)
- d) Certificate of Incorporation and Name Change Certificate: Annexure A-3 (Colly)
- e) LLP Deed: Annexure A-4

Additional documents:

- PAN Card: Aayuda Energy Ventures LLP: Annexure A-5
- **ROC:** Annexure A-6
- Resume of Authorized and Key Personnel: Annexure A-7 (Colly) h)
- Power of attorney in favour of the signatory to commit the Applicant: Annexure A-8
- Special Purpose Auditor Report as on March, 18 2025: Annexure A-9 i)
- Report on Statement and Liabilities as on March 31,2024: Annexure A-10
- Vakalatnama: Annexure A-11

m) Details of payment of application fee in Form -I

For Aayuda Energy Ventures LLP
Jaclut Agenwal

Place: New Delhi
Date: 01/04/2025

Authorised Signatory
Rachit Kumar Agarwal

Authorised Signatory/ Designated Partner

<sup>\*</sup>The entity was originally incorporated as a Private Limited Company under the Companies Act. Subsequently, it was converted into a Limited Liability Partnership (LLP) with effect from 27th May 2023, in accordance with the provisions of the Limited Liability Partnership Act, 2008

## **Organizational Capabilities - General Overview**

# 1. Strategic Leadership in Power Sector

- Regulatory Insight: The organization's leadership comprises professionals
  who have served in pivotal roles within state electricity regulatory
  commissions and key positions in power utilities. They bring first-hand
  experience in adjudication, tariff determination, and policy formulation,
  ensuring that all strategic decisions align with the latest regulatory
  frameworks.
- Sectoral Reforms and Policy Input: The organization's involvement in major reform initiatives—such as financial restructuring schemes, competitive bidding projects, and corporatization of distribution utilities underlines its ability to drive large-scale change and navigate complex regulatory landscapes.

## 2. Robust Financial and Corporate Governance Expertise

- **Financial Structuring & Resource Mobilization**: Core team members have mobilized significant capital for distribution, generation, and transmission projects, managed complex debt restructuring, and consistently maintained high standards of corporate accounting and financial prudence.
- **Corporate Legal Acumen**: With specialized qualifications in law, chartered accountancy, and company secretaryship, the organization is adept at handling corporate governance, contract negotiation, and compliance, thereby ensuring transparent and accountable operations.

# 3. Advanced Technology & Market Solutions

- **Data-Driven Decision Making**: The organization leverages cutting-edge analytics, Al-powered forecasting tools, and real-time bidding platforms to optimize market participation and empower clients to make informed purchase or sale decisions.
- **Innovation in Renewable Integration**: Expertise in renewable energy orchestration suites and knowledge of evolving costs, tariffs, and technologies position the organization to guide clients effectively on clean energy transition strategies.

# 4. Holistic Project Management & Execution

• **End-to-End Expertise**: Spanning from distribution network operations to generation and power exchange transactions, the team offers a 360-degree understanding of the electricity value chain.

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 Collaborative Multi-Disciplinary Teams: Senior professionals proficient in finance, legal, engineering, and analytics collaborate seamlessly, ensuring on-time project delivery and the development of customized solutions for diverse stakeholders.

## 5. Stakeholder Engagement & Capacity Building

- **Industry Thought Leadership**: The organization's experts frequently speak at conferences, chambers of commerce, and industry forums, sharing insights on renewable integration, distribution sector challenges, and emerging market design.
- Training & Advisory Services: By offering training, workshops, and consultancy to regulators, utilities, industrial consumers, and private promoters, the organization fosters long-term partnerships and continuously enhances client capabilities.

#### 6. Track Record of Achievements

- Tariff and Policy Frameworks: Contributed to the formulation and implementation of various tariff orders, financial reforms, and power sector policies, demonstrating a blend of practical experience and theoretical understanding.
- Resource Optimization & Savings: Advanced forecasting and scheduling solutions have consistently yielded substantial operational and financial benefits, reflecting the organization's commitment to delivering measurable value.

#### Conclusion

Collectively, these capabilities underscore the organization's proficiency in guiding power sector stakeholders through regulatory compliance, financial restructuring, and technological transformation. Through a balance of strategic leadership, robust governance, and innovative market solutions, the organization remains well-equipped to meet evolving industry challenges and drive sustainable growth across the electricity value chain.

For Aayuda Energy Ventures LLP

#### 1. Regulatory Compliance and Governance

#### 1. Adherence to CERC Guidelines

- All trading activities will strictly comply with the provisions of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of trading licence and other related matters) Regulations, 2020, as well as other relevant laws, rules, codes, and guidelines prescribed by CERC and state regulatory commissions.
- A dedicated compliance team will periodically review new or updated regulations, ensuring that the trading operations reflect any required amendments.

#### 2. License and Documentation

- Maintain appropriate records, including power purchase agreements (PPAs), sale agreements, and bidding documentation, in compliance with CERC's audit and reporting requirements.
- Ensure that all licenses (trading license, electricity distribution/trading permissions, open access permissions, etc.) are valid and renewed in a timely manner.

#### 3. Code of Conduct and Transparency

- Abide by a formal code of conduct for ethical trading practices, including conflict of interest and insider trading policies.
- Maintain transparency in transactions, ensuring clients are fully aware of contract terms, bid strategies, and the rationale behind pricing decisions.

#### 2. Organizational Structure and Resource Planning

#### 1. Dedicated Trading Desk

- Establish a trading desk staffed with market experts, quantitative analysts, risk management specialists, and IT personnel to enable efficient and compliant trades.
- The trading desk's core functions will include continuous market monitoring, price forecasting, risk assessment, and regulatory compliance checks.

#### 2. Technical and Analytical Capabilities

- Leverage advanced software tools for real-time power market analysis, demand forecasting, and tariff modeling.
- Use data analytics (machine learning, Al-driven forecasting) to predict consumption patterns and pricing fluctuations in short-term, medium-term, and long-term scenarios.

#### 3. Client Relationship Management (CRM)

- Deploy an integrated CRM platform that ensures seamless communication and documentation of client requirements, transaction records, and post-trade support.
- Provide regular training and capacity-building workshops for clients on market developments and evolving regulatory guidelines.

#### 3. Market Assessment and Strategy

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#### 1. Market Research and Intelligence

- Conduct continuous market research, covering:
- Generation mix and load patterns.
- Transmission constraints and open access availability.
- Seasonal and diurnal demand variations.
- Regulatory directives and policy changes.
- Maintain a real-time knowledge base of central and state-level electricity markets, enabling responsive trading strategies.

#### 2. Client Needs Analysis

- Work closely with each client-be it a distribution utility, captive power consumer, or generator-to understand their load profile, generation costs, risk appetite, and desired contract tenures.
- Tailor bidding solutions to clients' specific demand curves, constraints, and commercial objectives.

#### 3. Strategic Bidding and Contracting

- Develop bidding strategies that optimize purchase and sale positions, factoring in:
- Seasonal demand-supply gaps.
- Real-time market price signals from power exchanges and bilateral platforms.
- Optimal contract tenures (short/medium/long) to minimize cost/risk.
- Incorporate hedging mechanisms (if available under existing regulations) to mitigate volatility risks.

#### 4. Technology-Based Bidding Support

#### 1. Bidding Platform Integration

- Deploy or integrate with a secure, cloud-based bidding platform. This solution would:
- Provide real-time market data (spot prices, volume traded, frequency deviation signals, etc.).
- Automate the creation of bids and offers based on customized client requirements (volume, price caps, timing).
- Enable instant updates or withdrawal of bids in response to market fluctuations or emergency conditions.

#### 2. Automated Alerts and Notifications

- Configure event-driven alerts for price thresholds, open access corridor constraints, or regulatory announcements.
- Provide push notifications to clients and trading desk personnel regarding bidding deadlines, price movements, and critical real-time constraints.

#### 3. Data Analytics and Forecasting

 Integrate forecasting modules into the bidding platform, which use historical data and machine learning algorithms to project short-term and long-term market prices, demand curves, and generation trends.

For Aayuda Energy Ventures LLP • Offer clients custom dashboards with live updates on forecast changes, enabling data-driven decision-making before finalizing bids.

#### 4. Cybersecurity and Data Protection

- Adopt robust cybersecurity measures (encryption, multi-factor authentication, role-based access controls) to protect sensitive client and market data.
- Regularly test and audit the bidding platform to ensure system integrity and minimize the risk of data breaches.

#### 5. Execution and Transaction Management

#### 1. Trade Confirmation and Execution

- Once an opportunity is identified, the trading desk will finalize volume and price parameters in coordination with the client.
- Submit bids through the chosen platform (exchange or bilateral agreement), monitor bid acceptance, and communicate the final trade status to the client.

#### 2. Open Access and Operational Coordination

- Manage the open access permissions and liaise with state load dispatch centers (SLDCs) and regional load dispatch centers (RLDCs) for scheduling, as required.
- Coordinate with transmission utilities to ensure necessary corridor availability and avoid congestion-related disputes.

#### 3. Billing and Settlement

- Streamline the process of raising invoices, collecting payments, and reconciling accounts through a dedicated billing and settlement portal.
- Deploy a robust e-ledger or enterprise resource planning (ERP) system for financial accuracy, easy audit checks, and transparent record-keeping.

#### 6. Risk Management Framework

#### 1. Credit Risk Assessment

- Evaluate the creditworthiness of counterparties, applying internal credit risk models and, if required, external ratings.
- Enforce suitable credit limits and security mechanisms (bank guarantees, letters of credit).

#### 2. Market Risk Management

- Analyze price volatility in exchange-based markets, bilateral trades, and short-term balancing markets.
- Use portfolio diversification across different tenures and geographies to minimize exposure to any single market segment.

#### 3. Regulatory and Compliance Risk

For Aayuda Energy Ventures LLP

- Maintain a proactive watch on policy or regulatory changes by CERC and state commissions.
- Develop contingency plans for adapting to new rules, including changes to market structure, transmission pricing, or scheduling norms.

#### 4. Operational Risk Monitoring

- Conduct periodic audits to ensure that standard operating procedures (SOPs) are followed.
- Implement a business continuity plan (BCP) and disaster recovery (DR) setup for technology infrastructure to maintain uninterrupted trading operations.

#### 7. Continuous Improvement and Capacity Building

#### 1. Ongoing Training and Skill Enhancement

- Conduct periodic training for the trading desk and client teams on emerging market design, new regulations, advanced data analytics, and bidding methodologies.
- Engage with industry experts and professional bodies for knowledge sharing and collaborative learning.

#### 2. Periodic Performance Reviews

- Review past trades, bidding strategies, and overall portfolio performance with clients to identify lessons learned.
- Fine-tune forecasting models, risk assessment processes, and technology platforms to continually enhance trading outcomes.

#### 3. Innovation and Technology Upgrades

- Invest in research and development to upgrade the technology stack (bidding software, forecasting algorithms, data analytics tools) to maintain a competitive edge.
- Explore possibilities of implementing advanced technologies—like blockchain for contract validation or advanced AI for more accurate market predictions—while ensuring compliance with regulatory norms.

#### 8. Conclusion

Aayuda Energy Ventures LLP approach to establishing a electricity trading arrangement is grounded in robust compliance with the CERC Regulations, meticulous market research, client-centric risk management, and a sophisticated technology platform for bidding. By integrating real-time market analytics, automated alerts, and a secure, user-friendly bidding interface, we aim to deliver significant value to our clientele—optimizing their purchasing and selling decisions while managing operational and regulatory risks.

For Aayuda Energy Ventures LLP



# GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Form 19

[Refer Rule 32(1) of the LLP Rules, 2009]

Certificate of Registration on Conversion

OF

AAYUDA CONSTRUCTIONS PRIVATE LIMITED

TO

AAYUDA CONSTRUCTIONS LLP

LLP Identification Number: ACB-3730

The Permanent Account Number (PAN) of the LLP is ACCFA1223H\*

The Tax Deduction and Collection Account Number (TAN) of the LLP is DELA72433E\*

It is hereby certified that AAYUDA CONSTRUCTIONS LLP is this day registered pursuant to section 58(1) of the LLP Act 2008.

Given under my hand at Manesar this TWENTY SEVENTH day of MAY TWO THOUSAND TWENTY THREE CORPORATE

Digitally signed by Ministry OF CORPORA

AFFAIRS 10 < roc.crc@mca.gov.m. Validity Unknown

DŠ MIŃISŤRY OF OORPORATE AFFAIRS 10

Date: 2023.05.27 22:30:38 IST

Jhabboo Meena
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 LLP 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 LLP can be verified on mca.gov.in

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

AAYUDA CONSTRUCTIONS LLP

A-1/74 Ground Floor, Panchsheel Enclave, Panchsheel Enclave, Hauz Khas, New Delhi, South Delhi-110017, Delhi, India

\*as issued by Income tax Department

For Aayuda Energy Ventures LLP

**Authorised Signatory** 

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TRUE COPY



# **GOVERNMENT OF INDIA** MINISTRY OF CORPORATE AFFAIRS

**Central Registration Centre** 

[Refer Rule 20 of the LLP Rules, 2009]

#### FRESH CERTIFICATE OF INCORPORATION CONSEQUENT UPON CHANGE OF NAME

LLP Identification Number: ACB-3730

In the matter of AAYUDA CONSTRUCTIONS LLP

I hereby certify that AAYUDA CONSTRUCTIONS LLP which was originally incorporated on TWENTY SEVENTH day of MAY TWO THOUSAND TWENTY THREE under the LLP Act, 2008 as AAYUDA CONSTRUCTIONS LLP having duly passed the

necessary resolution in terms of Rule 20(1) of the LLP Rules, 2009. The name of the said Limited Liability
Partnership (LLP) is this day changed to AAYUDA ENERGY VENTURES LLP and this certificate is issued under Rule 20(3) of the said Rules.

Given under my hand at Manesar this FIFTEENTH day of JANUARY TWO THOUSAND TWENTY FIVE.

Certification signature by DS MINISTRY OF CORPORATE AFFAIRS , CRC MANESAB 1 - ROC CRC@MCA.GOV.IN>, Validity Unknown

Digitally signed by

DS MINISTRY OF CORPORATE AFFAIRS, CROMANESAR 1 Date: 2025.01.15 19:53:04 IST

Shamrao Patil Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies For and on behalt of the Jurisdictional Registrar of Companies Registrar of Companies Central Registration Centre

Mailing Address as per record available in Registrar Office:

AAYUDA ENERGY VENTURES LLP

A-1/74 Ground Floor, Panchsheel Enclave, New Delhi Panchsheel Enclave South Delhi Delhi India 110017 28.54501 77.226263

For Aayuda Energy Ventures LLP

Rachit Agarwal



#### INDIA NON JUDICIAL

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

₹1,000

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.)

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Article 5 General Agreement

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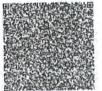
AAYUDA ENERGY VENTURES LLP

**PARTNERS** 

AAYUDA ENERGY VENTURES LLP

1,000

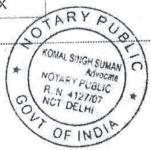
(One Thousand only)



SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

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Please write or type below this line



For Aayuda Energy Ventures LLP

For Aayuda Energy Ventures LLP

The authenticity of this Stamp certificate should be verified at 'www.shcitestamp.com' or using e-Stamp Mobile App of Stock Holding.
 Any disorepancy 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.
 In case of any discrepancy please inform the Competent Authority.

For Aayuda Energy Ventures LLP



**Authorised Signatory** 

TRUE COPY

#### LIMITED LIABILITY PARTNERSHIP AGREEMENT

#### THIS Agreement is made at New Delhi on 26th February, 2025

#### BETWEEN AND AMONGST

- Mr. Rachit Kumar Agarwal S/o Sri Suresh Kumar Agarwal R/o House No. 155, Ravindra Palli, Indira Nagar, Lucknow-226016 hereinafter called the FIRST PARTY:
- Ms. Ishani Agrawal D/o Sri Shree Raman Das R/o House No. 155, Ravindra Palli, Indira Nagar, Lucknow-226016 hereinafter called the SECOND PARTY;

which expression shall, unless it be repugnant to the context or subject thereof, include their legal heirs, successors, nominees and permitted assignees and the Parties hereto shall collectively hereinafter referred as 'PARTNERS'

WHEREAS the partners, being shareholders of Aayuda Constructions Private Limited, a private limited company formed and registered under the Companies Act, 1956, by subscribing their names to the Incorporation documents have converted the said company into a Limited Liability Partnership in the name of Aayuda Constructions LLP in accordance with the provisions of Limited Liability Partnership Act, 2008 and had been granted Certificate of Registration on conversion in the name of Aayuda Constructions LLP by the Registrar having LLP Identity Number ACB-3730.

AND WHEREAS, the partners of the LLP had unanimously agreed to change the name of Properties of the LLP in accordance with the provisions of the Limited Liability Partnership Act, 2008. Consequent upon change of name of the LLP, the Registrar of KOMAL SINGH SUMAN parties, Central Registration Centre, Ministry of Corporate Affairs had issued a fresh NOTARY PUBLICATION of Registration dated 15th January, 2025 under the name "Aayuda Energy R.N 4127/01".

For Aayuda Energy Ventures LLP

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For Aayuda Energy Ventures LLP

Rachit
Partner

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For Aayuda Energy Ventures LLP



AND WHEREAS Optec Realty Private Limited and New Age Edificar Private Limited had shown their unwillingness to continue as partners of Aayuda Energy Ventures LLP and after mutual discussion ceased to be partners w.e.f close of business hours of 16th January, 2025.

AND WHEREAS Mr. Rachit Kumar Agarwal and Ms. Ishani Agrawal, (Parties 1 and 2) mutually agreed to continue the business in LLP as partners.

AND WHEREAS the parties hereto have agreed to change the business to be pursued by the LLP from Real Estate activities to activities including but not limited to, Electricity Trading, Energy Consultancy and other related activities as defined in the amended Clause 4 of this agreement.

AND WHEREAS Mr. Rachit Kumar Agarwal and Ms. Ishani Agrawal, (Parties 1 and 2) have mutually agreed to increase their contribution by ₹18,00,000, making total contribution to Rs. 23,00,000 (Rupees Twenty-Three lakh only).

AND WHEREAS it is expedient to define the mutual rights and duties of the partners and the mutual rights and duties of Limited Liability Partnership and the Partners;

AND WHEREAS the parties hereto in order to avoid any future disputes and misunderstandings have deemed it expedient to execute the agreement on the terms and conditions herein after appearing:

NOW THIS LIMITED LIABILITY PARTNERSHIP [herein after referred as LLP] AGREEMENT WITNESSES AS UNDER:

#### 1. INTERPRETATION

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In this agreement, unless the context otherwise requires:

'Accounting Year' means the financial year as defined in the Limited Liability Partnership Act, 2008.

'Act' or 'LLP Act' means the Limited Liability Partnership Act, 2008.

Contribution sharing ratio' means the ratio of capital account of each partner to the total of capital accounts of all partners.

For Aayuda Energy Ventures LLP

For Aayuda Energy Ventures LLP

For Aayuda Energy Ventures LLP



- 'Rules' or 'LLP Rules' means the Limited Liability Partnership Rules, 2009. d.
- 'total contribution' means aggregate of capital account of all the partners. e.
- f. 'the LLP' means Aayuda Energy Ventures LLP.
- 'working partner' means any partner appointed as working partner in accordance g. with the provisions of this agreement.
- 'Partners' means Parties 1 and 2 of the LLP Agreement. h.
- 2. Name of the Limited Liability Partnership: The name of the LLP is Aayuda Energy Ventures LLP but the same may be changed with the unanimous consent of the partners in writing and in terms of provisions of LLP Act and the Rules.
- 3. Registered Office of the LLP: The registered office of the LLP is at A-1/74 Ground Floor, Panchsheel Enclave, South Delhi, New Delhi -110017. The registered office of the LLP may be changed by the decision of the majority of the partners to such other place within India as they may decide by making compliance with the provisions of the LLP Act and the Rules thereunder.

#### 4. BUSINESS OF THE LLP:

a. To Apply for Electricity Trading Licenses

To apply for, obtain, and maintain electricity trading licenses from the Central Electricity Regulatory Commission (CERC) and various State Electricity Regulatory Commissions (SERCs), and to comply with the conditions, rules, and regulations laid down by such authorities as may be required for electricity trading in India.

Physic Carry on Electricity Trading and Related Activities

KOMAL SINGH SUMAN COLUR, sell, trade, procure, or otherwise deal in electrical power and energy in Advocation of the Electricity Act, 2003, and relevant CERC/SERC regulations; to enter NOTAL FUBLIC R. N 4127/07 into power purchase or sale agreements with generating companies, traders, distribution NCT DELHI ensees, open access consumers, or any other eligible entities; and to undertake any ancillary or incidental activities necessary for the conduct of electricity trading.

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#### c. To Provide Electricity and Energy Consultancy

To offer consultancy services in the fields of electricity, energy management power system design, load forecasting, tariff modeling, and energy efficiency; to advise on regulatory compliance, risk management, project feasibility, renewable energy integration, smart grid solutions, and other specialized areas in the energy sector.

#### d. To Engage in Power Exchange Transactions and Renewable Certificate Trading

To participate in, facilitate, and conduct transactions on power exchanges-such as dayahead, term-ahead, and real-time markets-and to trade in Renewable Energy Certificates (RECs), carbon credits, and other environmental or sustainability-related certificates in conformity with applicable regulations, thereby contributing to the promotion of clean and renewable energy.

#### e. To Comply with Scheduling, Dispatch, and Open Access Requirements

To strictly comply with all applicable regulations and guidelines issued under the Electricity Act, 2003, as well as by CERC, SERCs, State Load Dispatch Centres (SLDCs), Regional Load Dispatch Centres (RLDCs), and the National Load Dispatch Centre (NLDC) for the scheduling, dispatch, and open access procedures in electricity trading; to adhere to the Indian Electricity Grid Code (IEGC) and other grid codes; to coordinate with relevant authorities for scheduling and dispatch of power; and to fulfil all necessary technical, commercial, and operational requirements for securing short term, medium-term, and long-term open access.

f. To Engage in Peer-to-Peer (P2P) Electricity Trading

RYP (To establish, operate, or participate in peer-to-peer (P2P) electricity trading platforms or marketplaces-subject to and in accordance with the guidelines and approvals of relevant KOMAL SINGH SUMAN COLOR SUMAN NOTARY PUBLIC R. N. 4127/07 communities, and businesses through innovative technologies (including but not limited NCT DELHI blockchain or smart contracts), and to undertake all related technological and operational measures for facilitating such transaction.

For Aayuda Energy Ventures LLP

For Aayuda Energy Ventures LLP

Rachit, Against

Partner

For Aayuda Energy Ventures LLP

## g. To Sell AI-Based Electricity Trading and Energy Portfolio Management Software

To develop, license, market, distribute, install, support, and/or resell software products and solutions-based on artificial intelligence, machine learning, or other emerging technologies-focusing on electricity trading, energy portfolio management, load forecasting, risk modeling, and analytics; to offer these solutions to clients in India and global markets, and to provide related consulting, customization, and technical support services.

# h. To Provide Manpower Support Services for Energy Portfolio Management

To offer manpower support, staffing, or outsourcing services to public and private clients across India for managing their energy portfolios; this may include assisting with power trading, software deployment, data analytics, regulatory compliance, operational oversight, and other related functions in the energy sector; and to undertake all incidental activities necessary to effectively deliver such manpower support services in conjunction with the trading services and software products offered by the LLP.

### i. To Undertake Research and Development

To conduct or sponsor research, surveys, and pilot projects in the fields of electricity, renewable energy, energy efficiency, and emerging technologies (including AI. blockchain, IoT, etc.), and to disseminate or publish these findings for commercial, academic, or public-policy purposes.

#### j. To Provide Technical and Administrative Support

To provide technical, administrative, and operational support services, including but not limited to project planning, metering, billing, scheduling, and regulatory reporting for KOMAL SINGH Sbusinesses and governmental agencies in the electricity sector.

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NCT DE W. To Invest in or Collaborate with Other Entities

OF INOTO enter into partnerships, joint ventures, mergers, acquisitions, or strategic alliance with government bodies, private companies, international organizations, or other legal entities

For Aayuda Energy Ventures LLP

For Aayuda Energy Ventures LLP

in India or abroad to synergize and expand the scope of electricity trading, consultancy, or allied business activities.

#### I. To Acquire, Build, and Operate Infrastructure

To acquire, lease, construct, develop, establish, own, manage, or operate assets and infrastructure-both physical and digital-such as office facilities, warehouses, data centres, software platforms, or communication networks necessary for undertaking electricity trading, consultancy, power exchange participation, and related activities.

#### m. To Raise Funds and Borrow Money

To raise, borrow, or secure funds from banks, financial institutions, venture capital firms, or other sources in India or abroad, and to create mortgages, charges, or other forms of security over the LLP's assets for repayment of borrowed amounts, as may be required for meeting the working capital needs, expansion, or any other lawful purposes of the LLP.

### n. To Provide Training and Capacity Building

To organize and conduct seminars, workshops, training programs, and capacity-building initiatives in the areas of electricity regulation, power trading, renewable energy management, smart grid technologies, blockchain applications for energy, and other related domains, for the benefit of internal staff, industry participants, and other stakeholders.

To Obtain and Manage Intellectual Property Rights

TARY P To apply for, register, protect, and/or license trademarks, patents, copyrights, design rights, or any other intellectual property rights relevant to the LLP's operations; to defend KOMAL SINGH SUMAN CO NOTARY PUBLIC
R. N 4127/07 Compliance with Indian laws.

Partner

To Undertake Corporate Social Responsibility (CSR)

For Aayuda Energy Ventures LLP

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For Aayuda Energy Ventures LLP

Raclut Agawal

Partner

For Aayuda Energy Ventures LLP

To conduct CSR activities as per applicable legal requirements and in accordance with the LLP's CSR policy, particularly focusing on initiatives that promote energy conservation, environmental sustainability, renewable energy adoption, rural or underserved community electrification projects, and technological empowerment.

# q. To Engage in Incidental or Allied Activities

To carry out all such acts, deeds, and things as may be deemed incidental or conducive to the attainment of the foregoing objects, including but not limited to entering into agreements, contracts, or arrangements with government agencies, public or private entities, and individuals in India or abroad; and to undertake all lawful activities necessary for or ancillary to the main and ancillary objects of the LLP.

- The partners may decide to carry on any other business or to close any of the business or to modify or to run the same in such manner and at such places as they may unanimously decide from time to time.
- 6. <u>Place of business</u>: The business of the LLP shall be carried out at such places as the Partners shall unanimously decide from time to time.

7. Contribution and Reserves & Surplus:

The total contribution in terms of Section 33 of the Act shall be Rs. 23,00,000 (Rupees KOMAL SINGH SUMAN Wenty-Three Lakh Only) which shall be contributed by the partners as mentioned

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3. No.	Name of Partner	Contribution (in Rs.)
1.	Mr. Rachit Kumar Agarwal	13,80,000
2.	Ms. Ishani Agrawal	9,20,000
	Total	23,00,000

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For Aayuda Energy Ventures LLP

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Partner

For Aayuda Energy Ventures LLP

Rachit Aganwal

Partner

For Aayuda Energy Ventures LLP

- ii. The partners may, subject to provisions of the Act, by a unanimous decision in writing increase or reduce the fixed capital or ratio of contribution by the partners as they may deem fit or expedient for efficiently carrying on the business of LLP.
- 8. Withdrawal from Capital Account: The partners may withdraw any amount from their Capital Account unless otherwise decided by partners. In case the partners decide to reduce the total Contribution of the LLP, the amount by which the contribution is to be reduced shall be paid and withdrawn by the partners in their contribution sharing ratio. The partners may also decide otherwise to deal with such amount of reduction in any manner as they may deem fit including converting the same into loan to the LLP.
- 9. <u>Interest on Capital and Loan:</u> The partners shall be entitled to interest at such rate as may be permissible in accordance with the provisions of section 40(b) of the Income-tax Act, 1961 or as may be mutually decided by the partners on their capital contribution and balance in current account on monthly rests. In case of debit in current account of the partner, the interest shall be charged at such rate as may be eligible for payment to a partner in accordance with the provisions of section 40(b) of the Income-tax Act, 1961 or as may be mutually decided by the partners.
- 10. <u>Profit Sharing Ratio</u>: Each partner shall be entitled to share or bear the profits/losses of the LLP after meeting all the expenses and obligations of the firm including the remuneration payable to the working partners, interest on capital and loan accounts of the partners, in their contribution sharing ratio as under:

OVDI	S.No.	Name of Partner	% of profit
PRIPUS	1.	Mr. Rachit Kumar Agarwal	60%
KOMAL SINGH SUMA	105.	Ms. Ishani Agrawal	40%

R N 4127/971. The/profit shall be accounted at the end of the financial year in the current account of

D'each partner.

12. Class of Partners:

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For Aayuda Energy Ventures LLP

- i. Designated and Working Partners: The following shall be the designated partners as required by section 7 of the LLP Act to do the acts as required under the said Act to be done.
  - 1. Mr. Rachit Kumar Agarwal
  - 2. Ms. Ishani Agrawal

The designated partners shall also be the working partners.

#### The respective rights and obligations of the Working Partners shall be as under:

- 1. To carry on the business of the LLP in accordance with the provisions of this agreement or as may be decided by the partners.
- 2. To institute suit on behalf of the LLP.
- 3. To represent the LLP before statutory and other authorities.
- 4. To do all such acts as may be incidental and necessary for the smooth running of business of the LLP.
- 5. The partners shall not be entitled to receive any remuneration for the services rendered to the LLP. However, the partners by executing the supplementary deed may decide to pay remuneration of such amount and in such manner to working partners as they may decide.

Provided that in no case the total remuneration payable to the working partners shall exceed the remuneration payable to partners as computed in accordance with the KOMAL SINGH SUMAN provisions of section 40(b)(v) of the Income-tax Act, 1961. If it exceeds, the amount so NOTARY PUBLIC exceeded shall be reduced from the remuneration payable to each partners in the roportion in which they are entitled to receive the remuneration. In case of loss, no Oremuneration shall be payable.

ii. Change in Designated or Working Partners: The partners by majority decision shall have the right to nominate or change the working partners and designated partners of the

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- LLP. The Partners by majority decision shall also have the right to remove any partner from being a designated or working partner.
- 13. <u>Admission of New Partner:</u> The partners, if they unanimously agree, may take any person as a new partner in accordance with the provisions of the LLP Act, Rules and this agreement.

#### 14. Management of the LLP

- i. The day-to-day management of the LLP shall be carried out in the manner as may be directed by the designated partners from time to time or by the partners in general meeting and shall be responsible for carrying on of the business in the best interest of the LLP.
- ii. The other partners shall have no right to participate in day-to-day affairs of the LLP and their right to participate in the management of the LLP shall be as provided in this Agreement and otherwise it is restricted to:
  - Any alteration to this LLP Agreement;
  - Acceptance of Annual Accounts and Statement of Solvency and the Auditor's Report thereon;
  - · Assignment and transfer of partnership rights, by the Partners in any way;
  - Any proposal of the LLP to make an application to the Central Government that the affairs of the LLP ought to be investigated;

· Winding up and dissolution of the LLP.

The partners shall have the right to decide in respect of the following matters:

Admission of new partner, his share in contribution, his profit sharing ratio and manner in which he shall bring his contribution

Expulsion of any partner

Designation or change in designated or working partner

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For Aayuda Energy Ventures LLP

KOMAL SINGH SUMAN

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Partner

For Aavuda Energy Ventures LLP

Partner

For Aayuda Energy Ventures LLP

- iv. The Designated partners appointed by the LLP shall be responsible for compliances under the LLP Act and this Agreement.
- v. Banking arrangements for the LLP shall be made as decided by the Designated Partners at any time and from time to time, ensuring that all monies received subject to requirements of current expenses, by way of cheques, drafts or other pay orders shall be promptly paid into the LLP's banking account.
- vi. Each Partner shall render true accounts and full information of all matters and things affecting the LLP to the Designated Partner(s) and on request to any other Partner or his legal representative.
- vii. Meetings in which all Partners are entitled to participate to deliberate and decide on the matters specified above shall be called general meetings, and the meetings of the Designated Partners shall be called Executive Meetings.
- viii. General meeting of all the partners shall be called by giving notice of not less than 15 days to each partner entitled to receive such notice. However, a notice of shorter period may be given, if all the partners so agree.
- ix. Any notice for calling of a meeting shall be given by designated partners or any of them as may be agreed to by them.
- x. A resolution circulated in writing and signed by a majority of the Partners and/or Designated Partners, as the case may be, depending upon whether it is a business to be transacted at a General Meeting or Executive Meeting, including the Partners who are the

date of passing such circular resolution being the date of the signature of the person

date of pass KOMAL SINGH SUMAN AUSTRY PUBLIC NOTARY PUBLIC

Working Partner shall:

Diligently attend to the business of the partnership and faithfully engage himself therein.

For Aayuda Energy Ventures LLP

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For Aayuda Energy Ventures LLP

- Devote their time and attention to the partnership business and carry on the business to the greatest advantage to the partnership:
- Protect the property and assets of the LLP.
- Not do anything which may harm or prejudice the interests of the LLP or its Partners.
- Pay their separate debts to the LLP punctually; indemnify the LLP or other partners towards charges, expenses or costs incurred to protect the assets of the LLP against any failure to do so.
- Render the true accounts of the LLP to the other partners of the LLP

#### xii. Each Partner shall:

- Punctually pay his separate debts and indemnify the other partners and the firm against the same and all expenses on account thereof.
- Be just and faithful to the other partners in all transactions relating to the partnership and at all times give to the other partners full information and truthful explanations and accounts on all matters relating to the affairs of the partnership and afford every assistance in his power in carrying on the business of the partnership for their mutual advantage.
- xiii. The designated partners shall inter-alia have power to employ any of the monies, goods or effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.

RY xiv Lo Every bond, cheques, bill, note, bill of exchange, hundi, or promissory note or other security given on account of the LLP shall be signed, endorsed, accepted or executed in KOMAL SINGH SUMAN Advocate such manner as the working partners may decide from time to time.

The liabilities of the limited liability partnership shall be met out of the property of the OF INO limited liability partnership and no partner shall be personally liable directly or indirectly unless it is for his own wrongful act or omission.

For Aayuda Energy Ventures LLP

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For Aayuda Energy Ventures LLF

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#### 15. Cessation of Partnership interest:

A partner shall cease to be partner of the LLP:

i. <u>Retirement of a Partner:</u> A partner may retire from the LLP by giving a notice of not less than 30 (thirty) days in writing at the registered office of the LLP. Unless otherwise agreed, the retirement shall be effective on the expiry of the said period of 30 days or such other earlier date as the LLP may intimate. The remaining partners shall carry on the business of the LLP on such terms and conditions as they may mutually decide.

Unless otherwise decided by the partners, the retiring partner shall be entitled to the balance in his capital account and profits up to the date of his retirement (after deduction of his share in the accumulated losses, if any, on that date in his profit sharing ratio which shall not exceed his agreed contribution in terms of Section 33 of the Act) and shall also be entitled to a valuation of his share in the net assets of the LLP which remains after meeting the debts and liabilities of the LLP and shall be paid to him within a period of two months of the retirement. The delay, if any, shall carry interest @18% per annum. In case there is any negative balance in the retiring partner's account, the retiring partner shall pay the same to LLP on retirement.

ii. Expulsion of a Partner: A Partner shall not be expelled by an unanimous decision of the partners; save in good faith and in the interest of the partnership business only after a show-cause notice in writing is served on the Partner sought to be expelled giving 7 days time for his reply to the said notice and during the notice period all his rights shall remain suspended and shall not be entitled to do any act on behalf of the LLP. After receipt of his

majority decision may expel such partner. The expelled partner shall cease to be a partner shall be entitled to the benefits of a retiring Partner in accordance with the

NOTARY PUBLICIANS of this Agreement in that behalf.

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iii. Death of a Partner: In case of death of a partner, the legal heir of the deceased partner

OF shall be admitted as partner in his place so long as the legal heir is eligible in terms of the

Act, and is willing to join as partner, failing which the LLP shall continue with remaining

partners on such terms and conditions as they may decide.

For Aayuda Energy Ventures LLP

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Partner

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For Aayuda Energy Ventures LLP

Partner

For Aayuda Energy Ventures LLP

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- iv. <u>On declaration of unsound mind</u>: A partner shall cease to be a partner of the LLP, if he is declared to be of unsound mind by a competent court.
- v. <u>On being insolvent:</u> A partner shall cease to be a partner if he has applied to be adjudged insolvent or is declared as an insolvent.

#### 16. Transfer of Interest in LLP:

- i. No Partner shall without the consent in writing of all the Partners, transfer, assign or mortgage his share of interest in the LLP by way of a share of the profits and losses of the LLP and to receive distributions under this Agreement in any way in whole or in part.
- ii. On the transfer of a Partner's interest in the LLP as set out in (1) above, Section 42(2) &(3) of the LLP Act, 2008 shall become applicable to the transferor Partner and the transferee, respectively
- 17. <u>Bank A/c of the LLP:</u> The LLP may open and operate one or more account with any of the banks as the designated partners may decide from time to time and the same shall be operated in the manner and under the signatures of the persons duly authorized by the designated partners.
- 18. <u>Books of Accounts:</u> Books of Accounts of the LLP shall be regularly maintained and shall be kept at the registered office or at any of the branch office in case of branch accounts as may be decided by the designated partners from time to time. The same shall not be removed from the place of business of the LLP without written consent of all the partners who shall have access to the books of accounts of the LLP at all times and shall be free to make such copies or take extract there from as he may think fit.

19. Berrowing Powers: The designated partners may decide to receive money on deposit or KOMAL SINGH SUMPORT and borrow or raise money from time to time from banks or private parties and to NOTARY PUBLIGEOUSE repayment of any money borrowed, raised, owing by mortgage, charges, lien upon NCT DELHI all or any of the property, assets of the LLP (both present and future) in such a manner as OF IN they may decide from time to time.

For Aayuda Energy Ventures LLP

Partner

- 14 -

For Aayuda Energy Ventures LLP

Partner

- 20. The partners shall be authorised to do all such acts as may be incidental or necessary to carry out the business or objects of the LLP.
- 21. No partner shall without previous written or express consent of all the partners do the following acts:
  - Engage itself directly or indirectly in any business in competition with that of the LLP;
  - b. Borrow any sum of money or otherwise from any person including bank and institutions in the name of LLP;
  - Give any security of LLP assets or promise for payment of money on account of the LLP, except in the ordinary course of business;
  - d. Assign, transfer, alienate, pledge, mortgage or otherwise charge any of the properties of the LLP.
  - e. Enter into any arrangement with any person which may have any effect on the rights and interest of the LLP.
  - f. Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the LLP property may be endangered;
  - g. Assign, mortgage or charge his share in the LLP or the assets or profits of the firm or any part thereof.
  - h. Compromise or compound or release or discharge any debt due to the LLP.

That any of the partner may call a meeting of the partners by sending at least seven days notice in advance in writing at their registered address and the registered office of the meeting shall be attended by all the partners unless expressly inability shown by PUBLIC

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R. N. 4127/any of the partner.

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That the decisions taken by the partners in their meeting or by circulation under the signatures of all the partners shall be recorded by the LLP within thirty days in the minute

For Aayuda Energy Ventures LLP

- 15 -

Partner

For Aayuda Energy Ventures LLP

Dartner

For Aayuda Energy Ventures LLP

book which shall be signed by all the partners. The minute book shall be kept at the registered office of the LLP unless otherwise decided by all the partners.

- 24. Notice - (1) To the LLP - Any notice by the Partners to the LLP may be given by addressing it to the LLP and leaving it or sending the same by post or courier at the registered office of the LLP and shall be deemed to have been served only on delivery of the same against acknowledgment.
  - (2) To a Partner Any notice to a Partner shall have been sufficiently given by the LLP by leaving it addressed to the Partner by sending the same by registered post to his usual or last known address or by sending through electronic mail at the address provided by the partner.
- 25. **Resolution of Disputes:** All disputes and questions about and in connection with the LLP under this Agreement arising between the Partners or between any one of them and the legal representative of the Partners or with the LLP at any time and from time to time, shall be settled by conciliation or by arbitration as provided under the Arbitration and Conciliation Act, 1996 as if the parties to the dispute have consented in writing for determination of the same as aforesaid and the provisions of the said Act shall apply accordingly.
- 26. Term of the Agreement: The LLP being a perpetual entity, this agreement shall remain in force unless and until the same is changed or abrogated by the existing partners. The partners may change the terms of this agreement by making amendment to the same or completely replacing the same with new agreement in accordance with the provisions of the LLP Act, 2008.

Alteration or amendment in LLP Agreement: No alteration to or amendment in this LLP agreement shall be valid unless it is in writing as a supplementary/ supersession to this KOMAL SINGH SUMAN Advocate reement and duly signed by all the partners of the LLP as on the date of alteration or

NOTARY PUBLIC R. N 4127/07am/end/nent. NCT DELHI

The terms of this agreement shall be binding on the new partners who join the LLP in accordance with the terms of this agreement on signing of

For Aayuda Energy Ventures LLP

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For Aayuda Energy Ventures LLP

Rachit Agerwal

Partner

For Aayuda Energy Ventures LLF

deed of acceptance by the incoming partner and designated partners on behalf of the LLP and other partners.

- 29. Applicability of LLP Act and Rules: The provisions of the Limited Liability Partnership Act, 2008 and the Limited Liability Rules 2009 shall be applicable in case of nonprovision of any matter affecting the LLP.
- 30. That the matters not expressly provided for in this agreement shall be decided by the partners in writing unless they form part of conditions laid down in schedule 1 to the LLP Act, in that case the conditions laid down in the schedule shall prevail till such time a specific agreement has been entered.

In witness whereof the parties hereto have put their respective hands and signatures on the day, month and year mentioned earlier in these presents.

WITNIEGEEG.		
	WITNESSES	

1. MONIKA

Die

Binal Tirkey

Bina

For Aayuda Energy Ventures LLP

Partner

(Rachit Kumar Agarwal)

For Aayuda Energy Ventures LLP

Partner

(Ishani Agrawal)

KOMAL SINGH SUMAN NOTARY PUBLIC 27 FEB 2025

- 17 -

For Aayuda Energy Ventures LLP

आयकर विमाग INCOME TAX DEPARTMENT



भारत सरकार GOVT OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card

ACCFA1223H

नाम / Name AAYUDA ENERGY VENTURES LLP



निगमन/गठन की नाग्रेख Date of Incorporation/Formation 27/05/2023

For Aayuda Energy Ventures LLP

Rendut Agental

Authorised Signatory

## MinAtri Pice A Services

# **Ministry Of Corporate Affairs**

Date: 11-03-2025 6:37:37 pm

#### LLP Information

LLPIN

ACB-3730

LLP Name

AAYUDA ENERGY VENTURES LLP

**ROC Name** 

ROC Delhi

**Date of Incorporation** 

27/05/2023

Email Id

aayudaconstructionpvtltd@gmail.com

Number of Partners

Ω

**Number of Designated Partners** 

2

Registered Address

A-1/74 Ground Floor, Panchsheel Enclave, Panchsheel Enclave, South Delhi, New Delhi, Delhi, India, 110017

For regulation and venice

**Total Obligation of Contribution** 

5,00,000

LLP Status

Active

Strike off/amalgamated/transferred

date

Status under CIRP

No

## Accounts and Solvency Filing Information

Date of filing

Financial Year

10/16/2024

03/31/2024

## **Annual Returns Filing Information**

Date of filing

Financial Year

05/06/2024

03/31/2024

Jurisdiction

ROC (name and office)

ROC Delhi

RD (name and Region)

RD, Northern Region

## Interim Resolution Professional (IRP)

Name of IRP/ RP/ Liquidator Address of IRP/ RP/ Liquidator

### **Index of Charges**

No Records Found

## **Director/Signatory Details**

NAMES OF PERSONS ASSESSED FOR PERSONS ASSESSED.	Sr. No	DIN/PAN	Name	Designation	Date of Appointment	Cessation Date	Signatory
CONTRACTOR CONTRACTOR DESIGNATION OF THE PERSONS ASSESSED.	1	02417577	RACHIT KUMAR AGARWAL	Designated Partner	27/05/2023	-	Yes
AND STATEMENT OF S	2	07125785	ISHANI AGRAWAL	Designated Partner	27/05/2023	-	Yes

For Aayuda Energy Ventures LLP

Designated Partner

For Aayuda Energy Ventures LLP

Aparto Partner

For Aayuda Energy Ventures LLP

## Annexure -7 (Colly)

## Rachit Kumar Agarwal

New Delhi - 110017 +91 98108 97810 | aayudaenergyventuresllp@gmail.com

#### **SUMMARY**

Business consultant with 15 years of extensive experience in assignments involving development, deployment, and management of innovative consulting and technology solutions for clients in the electricity and financial markets and effectively leading teams with diverse skill sets spread across various client locations.

**Business Expertise:** 

Management and Leadership | Business Development | Techno-Consulting (hybrid) solution development | Product Pricing and Marketing | Cloud / SaaS

#### PROFESSIONAL EXPERIENCE

1.	jouleWise Advisory Services	Partner	September 2023 – Present
2.	Mercados Energy Markets India	Partner / Shareholder	May 2015 – August 2023
3.	jouleWise Advisory Services	Partner	April 2013 – April 2015
4.	KPMG Advisory Services	Consultant	August 2010 – March 2013

- Key Solutions delivered to clients:
  - o ergOS Development of Renewable Energy Orchestration Suite
    - o RE 100 Strategy
      - Led the development and deployment of 'Renewable Energy (RE) 100 by 2030' strategy for Dalmia Cement (Dalmia Bharat Group, large industrial consumer) through ergOS optimization tool
      - Achievement: By February 2024 the client has placed orders for RE procurement to achieve 80% transition to RE by 2026
    - o Firm and Dispatchable Renewable Energy (FDRE) Sale
      - Deployed ergOS for assisting a large RE generator for fulfilling the demand profile required for participating in the FDRE tenders published by Government of India (through Solar Energy Corporation of India)
  - o Utility Scale Energy Portfolio Management Projects
    - Architected India's leading AI based power portfolio management solution deployed by the states to accurately predict power demand, prepare economic dispatch of generating stations, and balance power requirements through algorithmic trading on the power exchange
    - o Developed an innovative go-to-market strategy through proof-of-concept demos / videos
    - Hired and effectively managed a team of 15 experts (data scientists, analysts, and technology experts) across 4 locations
    - Achievement: Product has served 3 states, helping them save ~INR 2.1 billion (USD 26.6 mn)
       for consumers in the past 5 years

For Aayuda Energy Ventures LLP

1

#### o Power market design

- o Assisted the market regulator Central Electricity Regulation Commission (CERC) in a comprehensive review, international benchmarking, stakeholder consultation, and drafting of the Power Market Regulations 2021 and Trading License Regulations 2020
- o Helped states run market simulations for new power market design concepts (MBED and integrated day ahead market) floated by the Ministry of Power
- o Aided PTC India Ltd. in concept design and business plan for an inter-regional power exchange for the South Asian region.
- o Achievement: End product (Hindustan Power Exchange (HPX)) was accorded permission to commence operation on June 27th 2022.

#### Long term price forecasting for wholesale electricity markets in India

- o Led the development of long-term wholesale price forecasting solution covering policies of the Indian government to promote renewables, enhancement of generation and transmission capacity, growth of demand across various regions in India, fuel price projections, fuel constraints and other relevant factors
- o Achievement: Deployed the solution for a Fortune 500 company and several global energy companies evaluating entry in the Indian market

## 5. Ravindra Energy Limited

**Independent Director** 

August 2020 - Present

(Stock Listing: RELTD)

Ravindra Energy Ltd is a listed company, involved in the development of solar projects in India

Responsible for acting as guide to the company on issues such as strategy, performance, risk management, resources, key appointments and standards of conduct as per Companies Act 2013 and SEBI rules, safeguarding the interests of all stakeholders and evaluating the integrity of financial information published by the company

#### 6. KPMG Advisory Services

Consultant

August 2010 - March 2013

#### Key Assignments/Initiatives:

- Market assessment and entry strategy development for a South African insurer
- Market assessment for a leading Germany based industrial house

EDUCATION			
Qualification	College/ University	Year	CGPA/ %
PGDM-FINANCE	Institute of Management Technology (IMT) Ghaziabad	2008	8.06
B.TECH (Electronics & Comm.)	I.E.T Lucknow/Uttar Pradesh Technical University	2005	70.86%
INTERESTS			

Cooking, Investing (equity stocks), reading The Economist, Use of AI in the electricity sector

#### Profile of Suresh Kumar Agarwal

1. Name

SURESH KUMAR AGARWAL

2. Father's Name

Late Shri H.R. Agarwal

3 Age & Date of Birth

65 years (02.07.1954)

4. Present postal address

155, Rabindra Palli, Indira Nagar, Lucknow.

5. Permanent Address

As above.

Contact No.

Resi – 2354828 Mobile – 9793854444

7. E-mail :

aayudaenergyventuresllp@gmail.com

8. Educational and Technical Qualification

a) Academic

B. Com

b) Professional

LL.B, F.C.A., A.C.S.

c) Details of affiliation with Professional Bodies/Institution/ Society.

i) Institute of Chartered Accountants of India Membership No. 70281-Since 1978.

ition/ ii)

ii) Institute of Company Secretaries of India. Membership No. 3721-Since 1982.

SI.No.	Name of College/University	Examination Passed	Year of Passing
1	U.P. Board	High School	1969
2.	U.P. Board	Intermediate	1971
3	Lucknow University	B. Com	1973
4.	Institute of Chartered	C.A.	1977
	Accountants of India		
5	Institute of Company Secretaries	Company	1982
	of India	Secretary	
6.	Lucknow University	LLB	1976

#### 11. Details of work experience:

(a) Last assignment:
Member, U.P. Electricity Regulatory Commission since 9.12.2015 to 01.07.2019

As Member, UPERC I have dealt with the regulatory and adjudicatory function of the Commission. I have contributed in decision making in a number of important cases like the one related to Compensatory Tariff petition of Lanco Anpara Ltd. PPA termination proceedings in case of Bajaj Energy Ltd., Compensation petition of J P Power Ventures Ltd and many more Generation dispute petitions were disposed off and many petitions under Section 86(1)(f) were adjudicated. As officiating Chairman of UPERC I have dealt with the petitions for determination of multi-year retail tariff of Discoms of Uttar Pradesh for FY.2017-18 to 2019-20. For the first time in the history of the Commission, most of the orders were issued on the same date on which the hearing took place.



#### (b) Past experience

SI.No.	Post Held	Office			Period
			From	То	
1	Director (Finance)	U.P. Power Corporation Ltd. Lucknow	6.4.2002 9.12009	13.8.2007 6.12.2011	5 Yrs.4 Months 2 Yrs. 11 Months
		U.P. Power Transmission Corporation Ltd, Lucknow (Addl. charge Director (Finance), UPPCL	7.12.2011	6.12.2014	3 Yrs.
		U.P. Power Corporation Ltd. Lucknow	7.12.2014	9.12.2015	1 Year
2	Executive Director (Fin)	REC, New Delhi	13.8.2007	20.1.2008	5 Months
3	Director (Finance)	U.P. Rajya Vidyut Utpadan Nigam Ltd. Lucknow	8.9.2000	20.1.2001	4 Months
4	Secretary cum Financial Advisor	U.P. Rajkiya Nirman Nigam Ltd. Lucknow	8.12.1993 21.1.2001 21.1.2008	7.9.2000 5.4.2002 8.1.2009	6 Yrs. 3 Months 1 Yr. 3 Months 1 Year
5	General Manager (Fin.& Admn) cum Secretary.	U.P. Social Welfare Const. Corp.Lucknow	1.10.1982	7.12.1993	
	Secretary cum Financial Advisor	-do-	2.2.1981	30.9.1982	15 Yrs. 7 Months
	Secretary cum Finance Officer	-do-	20.5.1978	1.2.1981	

#### 12. Job Profile:

I am a qualified professional in the field of accountancy, finance, corporate affairs and law. I have worked in social sector, civil engineering organisation and for the last 15 years in power sector. I have been part of reform programme in power sector in Uttar Pradesh This experience has provided me a rich understanding of the Indian Power Sector and its complexities. I have acquired good understanding of regulatory issues, operational environment of electricity utilities, the emerging industry structure and performance improvement issues in the Sector.

My extensive involvement in the preparation, filing and hearing process of various ARR and tariff applications for UPPCL as also finalization of PPAs between UPPCL and various generating companies have provided me the opportunity to develop a rich understanding of various regulatory and commercial issues. I am fully

convergent with the working of CERC and State Regulatory Commissions and also with the legal framework for these regulatory bodies.

My experience has also helped me substantially in developing leadership skills, face complex problems and develop innovative solutions to complex issues in the sector. It has enriched my analytical skills and provided me right insights into the corporate governance, socio economic and equity issues facing the power sector.

#### 13. Special Achievements:

My significant achievements in the Power Sector are as follows:

- ➤ I played a critical role in implementation of One Time Settlement Scheme of Government of India in the year 2002.
- ➤ I have played an important role in implementing the Financial Restructuring Scheme formulated by GOI in October 2012.
- ➤ Played active role in preparation, filing and hearing process of various ARR and Tariff applications of UPPCL and PPAs between UPPCL and different generating companies.
- > Played active role in distribution corporatisation of the U.P. State Power Sector and operationalization of discoms.
- ➤ Demonstrated and utilized my financial management capabilities in ensuring 100% payment by UPPCL to CPSUs in the last ten years of continuing financial crisis as also mobilization of resources for UPPCL and UPRVUNL for their investment programmes and working capital requirements.
- Reschedulement of about Rs. 3600 Crore of overdue loans of UPPCL and UPRVUNL with REC and LIC at extremely attractive terms.
- ➤ I have mobilized over Rs. 80000 Crore for distribution, transmission and generation segment of U.P. Power Sector.
- ➤ I led the efforts for the shift for the U.P. Power Sector undertakings from SEB accounting systems to those required for Indian Corporate entities. I also spearheaded introduction of budgetary control systems in the State power Sector.
- ➤ I was member of the core group that prepared the new power policy of U.P. in 2003 and 2009.
- ➤ I supervised the entire process of award of 1000 MW Anpara 'C' project which is the first project through Competitive Bidding Route in India.
- ➤ I was also a member of the core team constituted by GoI to finalise the RFP document and other documents for Sasan Ultra Mega Project being set up in M.P. I was also a member of Board of Directors of Sasan Power Ltd., (A subsidiary of PFC). I was also a member of the Expert Committee which evaluated the technical and financial bids by Sasan Power Limited.

#### 14. Details of training undergone in India and abroad:

Name of training	Institute where training was	Period of training	Nature of Training	Achievement
programme	received			



CIDA Programme	CIDA	18.6.04 to 29.6.04	Open market Power trading and Regulatory	Had a very wide experience of Canadian & American Power
			Regulatory	American Power
			affairs	Market

#### 15. Academic honours received.

- > Got best student award in College.
- > Remained Chairman of ICAI, Lucknow Branch.
- > Remained Secretary of Lucknow chapter of ICSI.

#### 16. Experience about Power Exchanges

Indian Energy Exchange was established when I was working as Director (finance) of U.P.Power Corporation Lucknow. UPPCL was one of the leading power sector companies which started transacting with IEX since its inception. I am conversant with working of power exchanges and power trading business. Besides India I have also seen the working of Canadian and American power exchanges.

#### 17. Knowledge of renewable sector

I have witnessed the evolution of solar and other segments of renewable power sector over a period of last 10 years. I have seen the changing profile of cost and tariff of solar power plants and have deeply analyzed the reasons that led to fundamental changes taking place in this sector. It was a good learning experience that how the technology and mass production can change the competitive edge of a particular alternative source of energy. I can very well see and analyze the viability and technical feasibility of solar projects and can render valuable advice to future promoters.

#### Seminars and Conferences attended:

I have been the key note speakers in various conferences organized by leading publishing houses and business associations like PHD Chamber of Commerce, FICCI and IIA. I was regular panelist in conferences organized by Power Line Magazine. I have delivered talks on following subjects:

- 1. Integration of Renewable energy in the system
- 2. UDAY Scheme the success so far
- 3. The challenges in distribution sector
- 4. The Coal issue in power sector
- 5. Distributed generation and its distribution
- 6. Sustainability of distribution sector-

(S.K. Agarwal)

For Aayuda Energy Ventures LLP

#### Ishani Agrawal

Address: C-148, 2<sup>nd</sup> Floor, Sarvodaya Enclave, 110017

Mobile No: (0)9890479812 E-mail: aayudaenergyventuresllp@gmail.com

#### **Career Objective**

To excel as a human resource professional by continually enhancing my skills, knowledge, and strategic approach to contribute effectively to organizational growth, talent management, and workforce development. I aspire to align HR practices with business goals while fostering an inclusive and productive workplace culture.

#### **Professional Experience**

#### jouleWise Advisory Services Private Limited

**Position:** Senior HR Consultant **Duration:** May 2023- Present

- Overseeing strategic HR functions, including talent acquisition, workforce planning, and organizational development.
- Developing and implementing HR policies to ensure compliance with labor laws and industry best practices.
- Partnering with leadership to drive employee engagement, performance management, and career development initiatives.
- Managing HR analytics to identify trends and make data-driven decisions for business success.

#### **Genus Power Infrastructure Pvt Ltd**

**Position:** HR Consultant **Duration:** May 2017 - 2023

- Led recruitment efforts to acquire top talent across multiple domains.
- Designed and executed employee training programs to enhance workforce competencies.
- Collaborated with department heads to optimize HR processes and improve organizational effectiveness.
- Addressed employee relations issues and implemented best practices to improve workplace satisfaction.

For Aayuda Energy Ventures LLP

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#### **Duration: June 2014 - 2017**

- Provided HR consulting services to startups and mid-sized firms across various industries.
- Developed talent acquisition strategies to support clients in hiring skilled professionals.
- Designed HR policies, compliance frameworks, and employee engagement programs tailored to client needs.
- Advised leadership teams on performance management, succession planning, and organizational development.
- Conducted workshops on soft skills, leadership, and HR best practices for diverse organizations.

#### Cybage Software Pvt. Ltd, Pune

**Position:** Human Resource Manager **Duration:** October 2009 - 2014

#### **Key Responsibilities:**

#### 1. Talent Acquisition & Recruitment:

- Managed the full recruitment lifecycle, from sourcing to onboarding, ensuring a seamless candidate experience.
- Recruited professionals across IT domains, including Java, .Net, Testing, Business Development, Technical Support, Process (SQA), and Finance.
- Conducted competency-based interviews to assess candidate suitability for various roles.
- Built and maintained relationships with vendors, consultants, and external recruiters.
- Organized and led walk-in drives and campus recruitment initiatives.

#### 2. Employee Engagement & Retention:

- Implemented employee engagement programs to foster a positive work culture and reduce attrition.
- Conducted regular feedback sessions and pulse surveys to gauge employee satisfaction.
- Facilitated onboarding sessions to ensure smooth transitions for new hires.

For Aayuda Energy Ventures LLP

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#### 3. HR Compliance & Policy Development:

- Ensured adherence to labor laws, company policies, and industry standards.
- Addressed compliance-related queries from project managers and leadership teams.
- Evaluated and refined organizational hierarchies to promote career progression and eliminate disparities.

#### 4. Performance Management & Learning & Development:

- Assisted in structuring performance appraisal systems to align with business objectives.
- Coordinated training programs to upskill employees and enhance their professional growth.
- Worked closely with leadership to create career development frameworks for employees.

#### **Trainings & Certifications**

- **Technical:** Business Intelligence, .Net, and other domain/practice-specific training.
- **Soft Skills:** Advanced Presentation Skills, Leadership Development, Conflict Resolution, and Emotional Intelligence.

#### **Academic Qualifications**

Degree	University/Institute	Year	Percentage (Aggregate)
MBA - HR	Pune University	2007-09	68.19%
BBA - IT	Symbiosis International University	2004-07	76.9%
XII	Carmel School, Gorakhpur (U.P)	2004	61.3%
X	Carmel School, Gorakhpur (U.P)	2002	83.7%

For Aayuda Energy Ventures LLP

#### Academic Projects (MBA Curriculum)

- 1. Audit of Performance Management System in SunGard Technology Services, Pune - Analyzed and recommended improvements for the existing performance evaluation framework.
- 2. Fieldwork in Bharat Forge Limited, Pune Conducted HR process assessments and contributed insights for policy development.

#### **Extra-Curricular Activities & Leadership Roles**

- Successfully organized the intercollegiate fest UNIFY at Symbiosis, showcasing leadership and event management skills.
- Participated in various art competitions at the school level, demonstrating creativity and teamwork.
- Actively contributed to college placement drives, facilitating employer relations and student career growth.

#### **Skills & Core Competencies**

- HR Expertise: Recruitment, Talent Acquisition, Employee Relations, Performance Management, HR Compliance.
- Communication Skills: Fluent in written and spoken English and Hindi, excellent interpersonal skills.
- Analytical & Problem-Solving: Strong ability to assess HR challenges and provide strategic solutions.
- Stakeholder Management: Proven experience working with senior management and cross-functional teams.
- · Adaptability & Learning Orientation: Ability to adapt to evolving HR trends and learn new methodologies.

#### **Hobbies & Personal Interests**

- Reading books on leadership and business psychology.
- Watching movies and analyzing storytelling techniques.
- Gardening and exploring sustainable living practices.
- Listening to music for relaxation and inspiration.
- Painting as a form of creative expression.

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#### INDIA NON JUDICIAL



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

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.)

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SUBIN-DLDL73210338522236267092X

AAYUDA ENERGY VENTURES LLP

Article 48(c) Power of attorney - GPA

Not Applicable

(Zero)

AAYUDA ENERGY VENTURES LLP

Not Applicable

AAYUDA ENERGY VENTURES LLP

(One Hundred only)



KOMAL SINGH SUMAN Advocate NOTARY PUBLIC R. N 4127/07 NCT DELHI

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#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, being the Partners of AAYUDA ENERGY VENTURES LLP, a Limited Liability Partnership registered under the laws of India, do hereby appoint and authorize Mr. Rachit Kumar Agarwal, Designated Partner of the LLP, to be our true and lawful attorney and agent, with full power and authority to act on behalf of the LLP for the purpose of applying for and obtaining a Trading License for Interstate **Electricity Trading.** 

For Aayuda Energy Ventures LLP

Designated Partner

**Designated Partner** 

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.

2. The onus of checking the legitimacy is on the users of the certificate 3. In case of any discrepancy please inform the Competent Authority.

NOW, THEREFORE, in exercise of the authority conferred upon us by the Partners of the LLP, it is hereby RESOLVED that:

- The consent of the Partners be and is hereby accorded, and the Board of Partners has decided to file an application for obtaining a Trading License for Interstate Electricity Trading at the Central Electricity Regulatory Commission (CERC).
- 2. Mr. Rachit Kumar Agarwal, Designated Partner of AAYUDA ENERGY VENTURES LLP, is hereby appointed as our true and lawful attorney to act on behalf of the LLP. He is authorized to:
  - Sign, execute, and submit all documents and forms required for the application for the Trading License.
  - Liaise with government authorities, agencies, and any third-party entities as necessary for the completion of the application process.
  - Take all necessary actions required for the approval and issuance of the Trading License for Interstate Electricity Trading.
- 3. A true copy of this resolution, duly certified by the Designated Partners, shall be provided to the relevant authorities, including the Central Electricity Regulatory Commission (CERC), with a request to act upon the same.

For Aayuda Energy Ventures LLP
For and on Behalf of Aayuda Energy Ventures LLP
Ventures LLP

Designated Partner Ishani Agrawal

Designated Partner

DIN: 07125785

Designated Partner

Rachit Kumar Agarwal

**Designated Partner** 

DIN: 02417577

KOMAL SINGH SUMAN Advocate

NOTARY PUBLIC

R. N. 4127107

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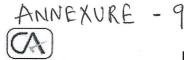
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ATTESTED

NOTARY PUBLIC, DELHI

2 0 MAR 2025

### A. Sachdev& Co. Chartered Accountants



27(II), Gokhale Marg, Lucknow (U.P.), 226001 Phone (0522) 2207154, 2207954 E-mail: mail@asachdev.com

#### **SPECIAL PURPOSE AUDIT REPORT**

To. The Partners of AAYUDA ENERGY VENTURES LLP,

#### Report on Special Purpose Financial Statements

#### 1.Introduction

We have been engaged to conduct a special purpose audit of AAYUDA ENERGY VENTURES LLP (Formerly known as Ayuda Constructions P Ltd.), in accordance with the requirements of the Central Electricity Regulatory Commission (CERC) in relation to the LLP's application for a Trading License. Our audit was conducted to ensure compliance with the financial eligibility criteria prescribed by CERC.

#### 2. Management's Responsibility

The management of the LLP is responsible for the preparation and fair presentation of the financial information in accordance with the applicable financial reporting framework and for maintaining an adequate internal control system relevant to the preparation of these financial statements.

#### 3. Auditor's Responsibility

Our responsibility is to express an opinion on the special purpose financial statements based on our audit. We conducted our audit in accordance with the Standards on Auditing (SAs) issued by the Institute of Chartered Accountants of India (ICAI). Those standards require that we plan and perform the audit to obtain reasonable assurance that the financial information is free from material misstatement.

#### 4. Scope of Audit

The audit was conducted in accordance with the CERC requirements, and it included:

- Verification of net worth, paid-up capital, and financial strength of the LLP;
- · Review of assets and liabilities to ascertain compliance with the net worth requirements;
- Examination of bank statements, books of accounts, and supporting documents;

FOR ARYLLAS Energy Ventures LLP



# A. Sachdev& Co. Chartered Accountants



27(II), Gokhale Marg, Lucknow (U.P.), 226001 Phone (0522) 2207154, 2207954 E-mail: mail@asachdev.com

#### 5. Findings & Opinion

Based on our examination, we report as follows:

- (a) Net Worth: The net worth of the LLP as on March 18, 2025, is INR 2.012 crores.
- (b) Current Assets & Liabilities: The LLP has a current ratio of 10.09 as on March 18, 2025 as reflected in its financial statements.
- (c) Liquidity Coverage: The LLP has a liquidity ratio of 76.92 and maintains a liquidity position sufficient to meet its operational obligations, as reflected in its financial statements.

#### 5.Opinion

In our opinion, the financial information presented in the special purpose financial statements of **AAYUDA ENERGY VENTURES LLP** as of March 18, 2025, gives a true and fair view of the financial position of the LLP in accordance with the applicable reporting framework and CERC's regulatory requirements and no material misstatements were identified in the financial statements reviewed for this purpose.

#### 6. Restriction on Use

This report is prepared exclusively for submission to the Central Electricity Regulatory Commission (CERC) in connection with the LLP's application for a Trading License. It should not be used for any other purpose or distributed to any other party without our prior written consent.

Place: Lucknow Date: 21.03.2025 For A. Sachdev and Co. Chartered Accountants

FRN: 001307

K.G. Bansal

(Partner)

Membership No.: 094274

UDIN:25094274BMJMOM1771

For Aayuda Energy Ventures LLP

#### AAYUDA ENERGY VENTURES LLP

#### STATEMENT OF ASSETS AND LIABILITIES FOR THE PERIOD FROM 1ST APRIL 2024 TO 18TH MARCH 2025

#### LLPIN: ACB-3730

	PARTICULARS	SCH NO.	As at 18th March 2025	As at 31st March 2024
I	CONTRIBUTION AND LIABILITIES			
(1)	Partner's Funds			
	a) Fixed Contributtion	1	23,00,000.00	5,00,000.00
	b) Partners Current Account	2	13,12,142.10	4,63,591.72
	c) Reserve and Surplus	3	1,65,86,244.71	1,65,86,244.71
(2)	Non-Current Liabilities			
	a) Long-Term Borrowings			-
	b) Deferred Tax Liabilities (Net)			-
	c) Long Term Provisions			-
(3)	Current Liabilities			
	a) Trade Payables			-
	b) Other Current Liabilities	4	9,69,038.19	76,800.00
	c) Short-Term Provisions	5	6,42,235.69	1,96,430.00
	TOTAL	_	2,18,09,660.68	1,78,23,066.43
II	ASSETS			
(1)	Non-Current Assets			
	Fixed Assets			
	a) Non-current investments	6	54,84,988.00	50,00,000.00
	b) Deferred Tax Assets (Net)		47,450.00	47,450.00
	c) Long term loans and advances	7	17,979.00	17,979.00
	d) Other Non-Current Asstes			-
(2)	Current Assets			2 (5 000 70
	a) Short term loans and advances     b) Trade receivables	8	6,74,933.68	2,65,008.70
	c) Cash and cash equivalents	9	1,55,84,310.00	1,24,92,628.73
	d) Other current assets		WANTED AND DESCRIPTION OF THE PARTY OF THE P	-
	TOTAL	-	2,18,09,660.68	1,78,23,066.43

As per our Report of even date attached.

ED ACCOU

FOR A.Sachdev & Co. SACHDEV Chartered Accountants

(K G BANSAL) (Partner)

Membership No. 094274

Dated: 21-3-25 Place: LUCKNOW

For and On behalf of AAYUDA ENERGY VENTURES LLP
For Aayuda Energy Ventures LLP
For Aayuda Energy Ventures LLP
Rachit Agenus

Ishani Agrawal **Designated Partner** DIN No.07125785

Rachit Kumar Agarwal Designated Partner

DIN No.02417577

## $\underline{\text{AAYUDA ENERGY VENTURES LLP}}\\ \textbf{STATEMENT OF INCOME AND EXPENDITURE FOR THE PERIOD FROM 1ST APRIL 2024 TO 18TH MARCH 2025}$ LLPIN: ACB-3730

PARTICULARS	SCH NO.	As at 18th March 2025	As at 31st March 2024
INCOME			
Revenue from operations			
Other Income	10	26,05,471.38	6,99,049.00
Total Income		26,05,471.38	699049.00
EXPENDITURE			
Employee benefits expenses			-
Finance Cost			
Depreciation			-
Other Expenses	11	1,74,209.33	44,281.28
Inetrest on Partner's Capital			-
Remuneration to Partners	2	1,50,000.00	-
Total Expenses		3,24,209.33	44,281.28
Profit before tax		22,81,262.05	6,54,767.72
Tax expense:			
(1) Current tax		6,42,235.69	1,96,430.00
(2) Deferred tax			-
(3) Income Tax of Previous Year		26,437.80	(5,254.00)
Less:- MAT Credit Entitlenment			-
Profit(Loss) for the year		16,12,588.56	4,63,591.72
Profit transferred to Partner's Account		16,12,588.56	4,63,591.72
Profit transferred to Reserve and Surplus			-

FOR A.Sachdev & Co. CHDEV Chartered Accountants

(K G BANSAL) (Partner)

Membership No. 094274

Dated: 21-3-25 Place: LUCKNOW

For and On behalf of AAVer Alexander Prentures For Aayuda Energy Ventures LLP

For Aayuda Energy Ventures LLP

Rachit Agarwal

Partner

Designated Partner

DIN No 07125795

DIN No.07125785

DIN No.02417577

## PARTNER'S CONTRIBUTION

## SCHEDULE - 1

S.No.	Name of Partner	Balance as on 01-04-2024	Drawings / Deductions	Balance as on 18-03-2025
1	Optec Realty Private Ltd. (Formerly Prime Vyapaar Pvt Ltd)	90,000.00	(90,000.00)	_
2	New Age Edificar Pvt Ltd. (Formerly known as PKC Credit P Ltd. )	90,000.00	(90,000.00)	-
3	Ishani Agrawal	1,00,000.00	8,20,000.00	9,20,000.00
4	Rachit Kumar Agarwal	2,20,000.00	11,60,000.00	13,80,000.00
		5,00,000.00	18,00,000.00	23,00,000.00

For Aayuda Energy Ventures LLP

Partner

'. Partner



#### **AAYUDA ENERGY VENTURES LLP**

#### PARTNER'S CURRENT ACCOUNT

SCHEDULE - 2

S.N o.	Name of Partner	Ratio ist Period 01-04-2024 to 16-01-2025	Ratio 2nd Period 16-01-2025 to 18-03-2025	Balance as on 01-04-2024	Addition/ (Drawings)	Interest 01-04-2024 TO 18-03-2025	Remuneration	Profit 01.04.2024 to 16.01.2025	Profit 17.01.2025 TO 18.03.2025	Balance as on 18.03.2025
1	Optec Realty Private Ltd. (Formerly Prime Vyapaar Pvt Ltd)	18%	0%	83,446.51	-4,57,019.09	0.00	0.00	2,83,572.58		0.00
2	New Age Edificar Pvt Ltd.(Formerly known as PKC Credit P Ltd. )	18%	0%	83,446.51	-4,57,019.09	0.00	0.00	2,83,572.58		0.00
3	Ishani Agrawal	20%	40%	92,718.34	-1,00,000.00	0.00	75,000.00	3,15,080.65	14,874.13	3,97,673.12
4	Rachit Kumar Agarwal	44%	60%	2,03,980.36	-80,000.00	0.00	75,000.00	6,93,177.43	22,311.19	9,14,468.98
			_	4,63,591.72	-10,94,038.19	0.00	1,50,000.00	15,75,403.24	37,185.32	13,12,142.10

For Aayuda Energy Ventures LLI

Partner



#### AAYUDA ENERGY VENTURES LLP

#### SCHEDULE FORMING PART OF BALANCE SHEET FOR THE PERIOD FROM 1ST APRIL 2024 TO 18TH MARCH 2025

SCHEDUL	E:3	Reserve &	Surplus
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Sr. No	Particulars	As at 18th March 2025	As at 31st March 2024
1	Opening Balance	1,65,86,244.71	1,65,86,244.71
	Total	1,65,86,244.71	1,65,86,244.71

SCHEDULE: 4 Other Current Liabilities

Sr. No	Particulars	As at 18th March 2025	As at 31st March 2024
1	Liability for Expenses	40,000.00	60,000.00
2	Audit Fee Payable	- 1	11,800.00
3	Stamp Paper and Notary Expenses Payable	-	5,000.00
4	TDS Payable	15,000.00	_
5	other Payables	9,14,038.19	-
	Total	9,69,038.19	76,800.00

SCHEDULE: 5 Short Term Provisions

Sr. No	Particulars	As at 18th March 2025	As at 31st March 2024
1	Provision for Taxation	6,42,235.69	1,96,430.00
	Total	6,42,235.69	1,96,430.00

SCHEDULE: 6 Non Current Investment

Sr. No	Particulars	As at 18th March 2025	As at 31st March 2024
1 2	Investment in Mutual Fund Software and Computer	53,34,291.00 1,50,697.00	50,00,000.00
	Total	54,84,988.00	50,00,000.00

SCHEDULE: 7 Long Term Loans and Advances

Sr. No	Particulars	As at 18th March 2025	As at 31st March 2024
	(Unsecured, considered good)		
1	MAT Credit Entitlement	12,979.00	12,979.00
2	Advance recoverable in cash or kind	5,000.00	5,000.00
	,		
2	Total	17,979.00	17,979.00

SCHEDULE: 8 Short term Loans & Advances

Sr. No	Particulars	As at 18th March 2025	As at 31st March 2024
1	TDS and Advance Tax AY 2025-26	5,32,916.30	-
2	TDS and Advance Tax AY 2024-25		1,92,467.80
3	Interest Accrued on FDR	1,42,017.38	72,540.90
	Total	6,74,933.68	2,65,008.70

SCHEDULE:9 Cash & Cash Equivalent

Sr. No	Particulars	As at 18th March 2025	As at 31st March 2024
1	Cash-in-Hand	14,383.00	1,383.00
2	Bank Balance	30,81,500.40	1,99,807.23
3	Term deposits (with maturity less than 12 months)	1,24,88,426.60	1,22,91,438.50
	Total	1,55,84,310.00	1,24,92,628.73

SCHEDULE: 10 Other Income

Sr. No	Particulars	As at 18th March 2025	As at 31st March 2024
1	Profit on Sale of Investment/Land	3,34,291.00	-
2	Consultancy service	15,00,000.00	
3	Interest Income on FDR	7,71,180.38	6,99,049.00
4	Interest Income on Income Tax Refund	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-
	Total	26,05,471.38	6,99,049.00

SCHEDULE: 11 Other Expenses

Sr. No	Particulars	As at 18th March 2025	As at 31st March 2024
1	Auditors Remuneration		11,800.00
2	Director's Remuneration		-
3	Printing & Stationery		1,850.00
4	Legal & Professional Fees	1,61,800.00	- "
5	Travelling & Conveyance		2,200.00
6	MCA Filing Fee	200.00	3,431.00
7	Bank Charges	209.33	1.18
8	Water Charges		-
9	Small balances Written off		(0.90)
10	Accounting Charges	10,000.00	20,000.00
11	Stamp and Notary Expenses	2,000.00	5,000.00
	CHDE! Total	1,74,209.33	44,281.28

For Aayuda Energy Ventures LLP

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Partner

27(II), Gokhale Marg, Lucknow (U.P.), 226001 Phone (0522) 2207154, 2207954 E-mail: mail@asachdev.com

#### INDEPENDENT AUDITORS' REPORT

TO
THE PARTNERS
AAYUDA CONSTRUCTIONS LLP
A-1/74, Ground Floor,
Panchsheel Enclave,
NEW DELHI- 110017

#### **Report on the Financial Statements**

We have audited the accompanying financial statements of AAYUDA CONSTRUCTIONS LLP ("the LLP"), which comprise the Statement of Assets and Liabilities as at March 31, 2024, and the Statement of Profit and Loss for the period 27<sup>th</sup> May 2023 to 31<sup>st</sup> March 2024, and a summary of significant accounting policies and other explanatory information.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation of these financial statements that give a true and fair view of the financial position, financial performance of the LLP in accordance with the Accounting Standards. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We have conducted our audit in accordance with the Standards on Auditing issued by the Institute of Chartered Accountants of India. 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 judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.



## A. Sachdev& Co. Chartered Accountants



27(II), Gokhale Marg, Lucknow (U.P.), 226001 Phone (0522) 2207154, 2207954 E-mail: mail@asachdev.com

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 and to the best of our information and according to the explanations given to us, the financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India:

- a) In the case of the Statement of Assets & Liabilities, of the state of affairs of the LLP as at March 31, 2024;
- b) In the case of the statement of Profit and Loss, of the profit for the year ended on that date;

Place: Lucknow Date: 07/08/2024

UDIN: 24094274BKCHZE3817

For A. Sachdev and Co. Chartered Accountants

FRN: 001307C

K.G. Bansal

(Partner)

Membership No.: 094274

For Aayuda Energy Ventures LLP

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### A-1/74 Ground floor , Panchsheel Enclave, Hauz Khas , New Delhi -110017 LLPIN: ACB-3730

Satement of Assets & Liabilities as at March 31, 2024

PARTICULARS	SCH NO.	AMOUNT 31-03-2024
CONTRIBUTION AND LIABILITIES		
Partner's Funds		
a) Fixed Contributtion	2	5,00,000.00
b) Partners Current Account	3	4,63,591.72
c) Reserve and Surplus	4	1,65,86,244.71
		1,03,60,244.71
Non-Current Liabilities		
a) Long-Term Borrowings		
b) Deferred Tax Liabilities (Net)		-
c) Long Term Provisions		
Current Liabilities	***************************************	
a) Trade Payables		
b) Other Current Liabilities	5	76 800 00
c) Short-Term Provisions	6	76,800.00 1,96,430.00
TOTAL		1,78,23,066.43
ASSETS		1,70,23,000,43
Non-Current Assets		
Fixed Assets		
a) Non-current investments	7	50,00,000.00
b) Deferred Tax Assets (Net)		47,450.00
c) Long term loans and advances	8	17,979.00
d) Other Non-Current Asstes		-
Current Assets		
a) Short term loans and advances	9	2,65,008.70
b) Trade receivables	'	2,03,008.70
c) Cash and cash equivalents	10	1 24 02 629 72
d) Other current assets		1,24,92,628.73
TOTAL		1,78,23,066.43
Significant accounting policies & Notes on accounts	1	1,70,23,000.43

As per our Report of even date attached.

CHDEV

FOR A.Sachdev & Co.

Chartered Accountants

(K G BANSAL) (Partner)

Membership No. 094274

Dated: 07-8-2024 Place: LUCKNOW

For and On behalf of Aayuda Constructions LLP
For AAYUDA CONSTRUCTIONS LLP

Design Agrawa artner

**Designated Partner** DIN No.07125785

Designated Partner Rachit Kumar Agarwal

**Designated Partner** DIN No.02417577

For Aayuda Energy Ventures LLP

## A-1/74 Ground floor, Panchsheel Enclave, Hauz Khas, New Delhi -110017 LLPIN: ACB-3730

Profit & loss for the period from 27th May, 2023 to 31st March 2024

PARTICULARS	SCH NO.	AMOUNT 31.03.2024
INCOME		01.00.2027
Revenue from operations		
Other Income	11	6 00 040 00
Total Income		6,99,049.00 6,99,049.00
EXPENDITURE		0327,047.00
Employee benefits expenses		_
Finance Cost		
Depreciation Other Expenses		-
Inetrest on Partner's Capital	12	44,281.28
Remuneration to Partners		-
Total Expenses		•
A		44,281.28
Profit before tax <u>Tax expense:</u>		6,54,767.72
(1) Current tax (2) Deferred tax	,	1,96,430.00
(3) Income Tax of Previous Year Less:- MAT Credit Entitlenment		(5,254.00)
Profit(Loss) for the year	<u> </u>	4,63,591.72
Profit transferred to Partner's Account		4,63,591.72
Profit transferred to Reserve and Surplus		4,03,391.72

FOR A.Sachdev & Co.

**Chartered Accountants** SACHDEVE For and On behalf of Aayuda Constructions LLP

(K G BANSAL)

(Partner)

Membership No. 094274

Dated: 07-08-2024 Place: LUCKNOW

For AAYUDA CONSTRUCTIONS LL FOR AAYUDA CONSTRUCTIONS LLP

Designated Partner Ishani Agrawal

**Designated Partner** 

DIN No.07125785

esignated Partner Rachit Kumar Agarwal

**Designated Partner** DIN No.02417577

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For Aayuda Energy Vanturos LLP

Registered Office: A-1/74, Ground Floor, Panchsheel Enclave, NEW DELHI- 110017 LLP Identity Number: ACB-3730

## Note 1 - ACCOUNTING POLICIES AND NOTES TO ACCOUNTS FORMING PART OF ACCOUNT FOR THE PERIOD 27th MAY 23 to 31st MARCH 24

#### 1. Basis of Preparation of Financial Statements

These financial statements have been prepared to comply with the Generally Accepted Accounting Principles in India (Indian GAAP), including the Accounting Standards notified by Institute of Chartered Accountants of India. The financial statements are prepared on accrual basis under the historical cost convention.

#### 2. Revenue Recognition

The LLP generally follows the mercantile system of accounting and recognizes significant items of income and expenditure on accrual basis. Revenue is recognized only when it can be reliably measured and it is reasonable to expect ultimate collection. Sales are shown net of Trade Tax.

#### 3. Inventories

The Stock in Trade is valued lower of cost and market rate as certified by management. Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition

#### 4. Borrowing Cost

Borrowing cost includes interest and other costs incurred in connection with the arrangement of borrowings. All borrowing costs are expensed in the period they occur.

#### 5. Segment Reporting

The LLP is engaged in providing real estate activities hence there is no reportable business segment and the company has no activity outside India. Thereby no geographical segment and no segment wise information is reported.

#### 6. Income tax

Tax expense comprises of Current and Deferred Tax. Current Income tax is measured at the amount expected to be paid to the tax authorities in accordance with the provisions of the Income Tax Act, 1961. Deferred income taxes reflect the impact of current year timing differences between taxable income and accounting income for the year and reversal of timing differences of earlier years. Deferred Tax Assets is recognized and carried forward only to the extent that there is reasonable certainty that the asset will be adjusted in future.

For Aayuda Energy Ventures LLP

Registered Office: A-1/74, Ground Floor, Panchsheel Enclave, NEW DELHI- 110017 LLP Identity Number: ACB-3730

#### 7. Provision

A provision is recognized when an enterprise has a present obligation as a result of past events; it is probable that an outflow of resources will be required to settle the obligation, in respect of which a reliable estimate can be made.

#### Notes to Accounts:-

- 1. Advance to Property are subject to confirmation.
- 2. Payment to Auditors

Statutory Audit Fees

(Current Year) 11,800/-

(Previous Year) 11,800/-

3. <u>Disclosures as per AS-18-Related Party Disclosure</u>

Related party information

1) Key Managerial Person:-

a) Rachit Kumar Agarwal

Transaction with related parties:-

Particulars	Key Managerial Person
Unsecured Loans	(NIL)
	(NIL)
Remuneration	NIL
	(51,000/-)

- The LLP was incorporated from private limited company (Aayuda Constructions Pvt Ltd.) with effect from 27<sup>th</sup> May, 2023. Persuant to conversion, all assets and liabilities of the company were transferred to the LLP at their respective book values. No revaluation was carried out, and no gain or loss was recognized in the books. Further, the partners' capital accounts in the LLP were credited with amounts corresponding to the net assets transferred, based on their agreed profit-sharing ratios.
- 7 In view of above conversion of the LLP w.e.f 27<sup>th</sup> May, 2023, the financials of the LLP have been prepared from 27<sup>th</sup> May 2023 to 31<sup>st</sup> March 2024.

or AAYUDA CONSTRUCTIONS LL

Partner

SICHDEV & CO. LUCKNOW & CO. ACCOUNT

For Aayuda Energy Ventures LLP

Registered Office: A-1/74, Ground Floor, Panchsheel Enclave, NEW DELHI- 110017 LLP Identity Number: ACB-3730

8 Previous year's Figures are not given as the accounts for comparable period were not available.

For A. Sachdev & Co

**Chartered Accountants** 

FRN-001307C

(K.G. Bansal)

(Partner)

Membership No. 094274

For and On behalf of Aayuda Constructions LLP
For AAYUDA CONSTRUCTIONS LLP

For AAYUDA CONSTRUCTIONS LLP

Designated Partner Ishani Agrawal

Designated Partner DIN No. 07125785 Designated Partner

Rachit Kumar Agarwal Designated Partner

DIN No. 02417577

Date:

Place: LUCKNOW

For Aayuda Energy Ventures LLP

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## PARTNER'S FIXED CONTRIBUTION

#### SCHEDULE - 2

S.No.	Name of Partner	Balance as on 27-05-2023	Drawings / Deductions	Balance as on 31.03.2024
	Optec Realty Private Ltd. (Prime Vyapaar Pvt Ltd)	90,000.00	-	90,000.00
2	New Age Edificar Pvt Ltd. (Formerly known as PKC Credit P Ltd. )	90,000.00	.* -	90,000.00
. 3	Ishani Agrawal	1,00,000.00	-	1,00,000.00
4	Rachit Kumar Agarwal	2,20,000.00	-	2,20,000.00
		5,00,000.00	-	5,00,000.00



FOR AAYUDA CONSTRUCTIONS LLP

For Aayuda Energy Ventures LLP

#### PARTNER'S CURRENT ACCOUNT

SCHEDULE - 3

S.No.	Name of Partner	Ratio	Balance as on 27-05-2023	Addition/ (Drawings)	Interest 27.05.2023 to 31.03.2024	Remuneration	Profit 27.05.2023 to 31.03.2024	Balance as on 31.03.2024
1	Optec Realty Private Ltd. (Prime Vyapaar Pvt Ltd)	18%	0.00	0.00	0.00	0.00	83,446.51	83,446.51
	New Age Edificar Pvt Ltd.(Formerly known as PKC Credit P Ltd.)	18%	0.00	0.00	0.00	0.00	83,446.51	83,446.51
3	Ishani Agrawal	20%	0.00	0.00	0.00	0.00	92,718.34	92,718.34
4	Rachit Agarwal	44%	0.00	0.00	0.00	0.00	2,03,980.36	2,03,980.36
			0.00	0.00	0.00	0.00	4,63,591.72	4,63,591.72

CHCHDEV & CO.

FOR AAYUDA CONSTRUCTIONS LLP

**Designated Partner** 

For Aayuda Energy Ventures LLP

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### SCHEDULE FORMING PART OF BALANCE SHEET FOR THE PERIOD FROM 27TH MAY TO 31ST MARCH

SCHEDULE: 4 Reserve & Surplus

Sr. No	Particulars	As at 31st March 2024
1	Opening Balance	1,65,86,244.71
	Total	1,65,86,244.71

#### SCHEDULE: 5 Other Current Liabilities

Sr. No	Particulars	As at 31st March 2024
1	Liability for Expenses	60,000,00
2	Audit Fee Payable	11.800.00
3	Stamp Paper and Notary Expenses Payable	5,000.00
	Total	76,800.00

#### SCHEDULE: 6 Short Term Provisions

Sr. No	Particulars	As at 31st March 2024
1	Provision for Taxation	1,96,430.00
	Total	1,96,430.00

#### SCHEDULE: 7 Non Current Investment

Sr. No	Particulars	As at 31st March 2024
1	Investment in Mutual Fund	50,00,000.00
	Total	50,00,000.00

SCHEDULE: 8 Long Term Loans and Advances

Sr. No	Particulars	As at 31st March 2024
1 2	(Unsecured, considered good)  MAT Credit Entitlement  Advance recoverable in cash or kind	12,979.00 5,000.00
	Total	17,979.00

#### SCHEDULE: 9 Short term Loans & Advances

Sr. No	Particulars	As at 31st March 2024
1	TDS and Advance Tax AY 2022-23	-
2	TDS and Advance Tax AY 2023-24	
3	TDS and Advance Tax AY 2024-25	1,92,467,80
4	Interest Accrued on FDR	72,540.90
	Total	2,65,008.70

SCHEDULE:10 Cash & Cash Equivalent

Sr. No	Particulars	As at 31st March 2024
1	Cash-in-Hand	1,383.00
2	Bank Balance	1,99,807.23
3	Term deposits (with maturity less than 12 months)	1,22,91,438.50
	Total	1,24,92,628.73

FOR AAYUDA CONSTRUCTIONS

Khan (Erundam) &

FOR AAYUDA CONSTRUCTIONS LLP

For Aayuda Energy Ventures LLP

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## SCHEDULE FORMING PART OF BALANCE SHEET FOR THE PERIOD FROM 27TH MAY TO 31ST MARCH

SCHEDULE: 11 Other Income

Sr. No	Particulars	As at 31st March 2024
1	Profit on Sale of Investment/Land	-
2	Interest Income on FDR	6.99.049.00
3	Interest Income on Income Tax Refund	0,99,049.00
	Total	6,99,049.00

SCHEDULE: 12 Other Expenses

Sr. No	Particulars	As at 31st March 2024
1	Auditors Remuneration	11,800.00
2	Director's Remuneration	11,800.00
3	Printing & Stationery	1,850.00
4	Legal & Professional Fees	1,030.00
5	Travelling & Conveyance	2,200.00
6	MCA Filing Fee	3,431.00
7	Bank Charges	1.18
8	Water Charges	1.10
9	Small balances Written off	(0.90)
10	Accounting Charges	20,000.00
11	Stamp and Notary Expenses	5,000.00
,	Total	44,281.28

FOR AAYUDA CONSTRUCTIONS LLP

Designated Partner

For Aayuda Energy Ventures LLP

Authorised Signatory

**TRUE COPY** 

#### **VAKALATNAMA**

# THE CENTRAL ELECTRICITY REGULATORY COMMISSION, NEW DELHI

IN

#### PETITION NO. /TD/2025

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

Application under Section 15 (1) of the Electricity Act, 2003 read with Regulation 6 (1) of CERC (Procedure, Terms and Conditions for Grant of Trading License and other related matters) Regulations, 2020 for grant of Category V license for inter-State trading of Electricity in all States and Union Territories of India in accordance with CERC (Procedure, Terms and Conditions for Grant of Trading License and other related matters) Regulations, 2020 amended from time to time.

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

Aayuda Energy Ventures LLP
A-1/74 Ground Floor,
Panchsheel Enclave, South Delhi,
New Delhi -110017



.....APPLICANT

I, Rachit Kumar Agarwal, Designated Partner, say that I am the authorized signatory of the Applicant Company, Aayuda Energy Ventures LLP, in the captioned Application do hereby appoint:

Ms. Shikha Ohri, Mr Parinay Deep Shah, Mr. Kartik Sharma, Ms. Iqra Khan (hereinafter, 'the Advocates') of M/s. Praxis Counsel to appear, plead and act for 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 and also to appear in all applications for review.

Place: New Delhi

Date: 25/03/2025

Executed in my presence:

Signature of the Party

For Aayuda Energy Ventures LLP

Rachut Agarwa

Authorised Signatory

Advocates for the Applicant

For M/s. Praxis Counsel

C-37, Second Floor,

Nizamuddin East,

New Delhi - 110013

Email: <a href="mailto:shikha@praxiscounsel.com">shikha@praxiscounsel.com</a>

Email: <u>iqra@praxiscounsel.com</u>

Ph. No.: +91 11 4906 5418

## FORM - I

	1.	Name of the Applicant	, •,
			Aayuda Energy Ventures LLP Aayuda Energy VentureS LLP
	2.	Address of the Applicant	A-1/74, GROUND FLOOR, PANCHSHEEL ENCLAVE New Delhi
	8	Address of the Counsels of Petitioner	Shikha Ohri / Parinay Deep Shah/ Iqra Khan/ Kartik Sharma
		· ·	M/s. Praxis Counsel, Advocates & Solicitors, C-37 Second Floor, Nizamuddin East, New Delhi – 110013
	3.	Subject Matter	(Application under Section 15 (1) of the Electricity Act, 2003 read with Regulation 6 (1) of CERC (Procedure, Terms and Conditions for Grant of Trading License and other related matters) Regulations, 2020 for grant of Category V license for inter-State trading of Electricity in all States and Union Territories of India in accordance with CERC (Procedure, Terms and Conditions for Grant of Trading License and other related matters) Regulations, 2020 amended from time to time.)
2	1.	Petition No. If any	-
5	5.	Details of the generation asset: Generating Station/ units Capacity in MW Date of commercial operation Period for which fee paid Amount of fee paid Surcharge if any	NA
6	5.	Details of Transmission assets (a) Transmission line and substation	NA

	<ul><li>(b) Date of Commercial operation</li><li>(c) Period for which fee paid7</li><li>(d) Surcharge if any</li></ul>	
7.	Fee paid for adoption of tariff for (a) Generation asset (b) Transmission asset	NA
8.	Application fee for license (a) trading license (b) transmission license (c) period for which paid (d) amount of fee paid	Rs. 1,00,000/-
9.	Fee paid for miscellaneous application	NA
10.	Fee paid for interlocutory application	NA
11.	Fee paid for regulatory compliance petition	NA
12.	Fee paid for review application	NA
13.	License for interstate trading (a) Category (b) Period (c) amount of fee paid (d) surcharge if any	Category V 1,00,000/-

14.	Licensee fee for interstate transmission  (a) expected/ actual transmission charge  (b) period  (c) amount of fee calculated as a percentage of transmission charge  (d) surcharge if any	NA
15.	Annual registration charge for power exchange (a) period (b) amount of turnover (c) fee paid (d) surcharge if any	NA
16.	Details of fee remitted (a) UTR No. (b) Date of remittance (c) Amount remitted	Payment made through Net Banking Payment Gateway ID: 902940204250694205  Transaction Id.: 1cd38b8f41b16228e8f1 (acknowledgment receipt attached with this form)  Date: 02.04.2025 6:18 PM
17.	Signature of advocate for the Petitioner with date	Janathan 03.04.2025

## Fee Acknowledgement

Counterfoil (Office Copy)

Reference No.:

204/2025

Transaction Id.:

1cd38b8f41b16228e8f1

Payment

902940204250694205

Gateway ID:

Status:

success

Received From:

Aayuda Energy Ventures LLP (Aayuda Energy VentureS LLP)

The Sum of Rs. :

100000

Fee Type:

Petition Filing Fees

Dated: Apr 2, 2025, 6:18 PM

Fee Mode:

Net Banking

Fee Period:

Petitioner/ Organisation

Name:

Aayuda Energy Ventures LLP (Aayuda Energy VentureS LLP)