

FORMAT-A

On Non-Judicial Stamp paper of Rs.10 (or as applicable)

AFFIDAVIT

In the matter of filing application to CTU, for grant of Connectivity /GNA under the Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State transmission system and other related matters) Regulations, 2017.

I..... (Name).....S/o Shri(Father's name)... working as (Post)..... In (name of the Company)....., having its registered office at (address of the Company)....., do solemnly affirm and say as follows:

1. I am the (Post)..... of(Name of the Company)....., the representative in the above matter and am duly authorized to file the above application and to make this affidavit.
2. I submit that M/s.....(name of the company)..... is a registered company.....(Public Ltd/Pvt. Ltd.)..... Registered under Companies Act. Under the Article of Association of the Company and in accordance with the provisions of Electricity Act, 2003/relevant Regulation(s) of CERC, the company can file the enclosed application.
3. I submit that all the details given in the enclosed application for grant of (Connectivity/Stage-I Connectivity/ Stage-II Connectivity/GNA) along with necessary documents are true and correct and nothing material has been concealed thereof.

(Signature)

Name of the Authorised Signatory

(To be duly attested by Notary)

FORMAT-CON-1

Application for grant of Connectivity /Stage-I Connectivity

1	Name the Applicant	
2	Address for Correspondence	
3	Contact Details	
3a	Prime Contact Person	
	Designation	
	Phone No. (Landline)	
	Phone No. (Mobile)	
	Fax	
	E-Mail	
3b	Alternate Contact Person	
	Designation	
	Phone No. (Landline)	
	Phone No. (Mobile)	
	Fax	
	E-Mail	
4	Nature of the Applicant	
4a	Generating Station (other than captive)	
4b	Captive Generating Plant	
4c	Renewable Energy Generating Station	
4d	Solar Power Park Developer	
4e	Wind Power park Developer	
4f	Wind-Solar Power park Developer	
4g	Consumer (With connected load of 250 MW or more)	
4h	Distribution licensee (With connected load of 250 MW or more)	

5	Details for Connectivity	Phase-1	Phase-2	Phase- ..N
5a	Capacity (MW) for which connectivity is required (Phase wise)	(e.g., Phase-1, connectivity= 500MW)	(e.g., Phase-2, connectivity= 1000MW)
5b	Date from which connectivity is Required (Phase wise date)	(e.g. 1.1.2019)	(e.g.-1.1.2020)
	<i>(E.g.. Phase-I of 500 MW is getting connected from 1.1.2019 and another unit of 500 MW under Phase-II i.e. total 1000 MW is getting connected from 1.1.2020, There can be number of phases.)</i>			
6	Location of the Applicant			
(i)	Nearest Village / Town			
(ii)	District			
(iii)	State			
(iv)	Latitude			
(v)	Longitude			
7	Installed Capacity of the Applicant			
	Unit-1			
	Unit-2			
	Unit-3			
			
			
	Unit-N			
8	Commissioning Schedule of the Applicant (new)			
	Unit-1			
	Unit-2			
	Unit-3			
			
			
	Unit-N			
9	Details of the Applicant			
(i)	Name of the Generating Station / Park			
(ii)	Promoter			

(iii)	Fuel / Renewable Source	
(iv)	Source of Fuel	
(v)	Generation Voltage	
(vi)	Step-up Voltage	
(vii)	Central repository Number	
(viii)	Base Load / Peaking	
10	Details of Nearest 400/220/132 kV sub- stations	
(i)	Sub-Station-1	
	Voltage levels available	
	Owner	
	Distance (km)	
(ii)	Sub-Station-2	
	Voltage levels available	
	Owner	
	Distance (km)	
(iii)	Sub-Station-2	
	Voltage levels available	
	Owner	
	Distance (km)	
11	Details of RTGS / NEFT (Application Fee)	
	Amount (in Rs.)	
	Transaction No.	
	Date	
	Bank Name	
	Branch Name	

Details of Documents enclosed with the Application:

Sl. No.	Description	Status	Date of Issue
1	Copy of Board Resolution		

2	Copy of Project Report		
3	Authorization by Central or State Government as Solar Power Park Developer or Wind Power Park Developer or Wind-Solar Power Park Developer		
4	Site identification and Land Acquisition		
5	Environment Clearance		
6	Forest Clearance, if applicable, for the land		
7	Fuel Arrangement, if any		
8	Water Linkage, if any		

Note:- Lead Generator to indicate the name of other generating stations and their capacities along with application for grant of Connectivity and along with agreement of Lead Generator with other generators as per FORMAT-CON-3.

Signature:

Name of the Authorized Signatory:

Designation:

Seal:

FORMAT-CON-2

Application for Grant of Stage-II Connectivity

(Renewable Energy Generating Station / Solar Power park Developer/Wind Power Park develop/ Wind-Solar Power Park Developer)

1	Name the Applicant			
2	Address for Correspondence			
3	Contact Details			
3a	Prime Contact Person			
	Designation			
	Phone No.(Landline)			
	Phone No.(Mobile)			
	Fax			
	E-Mail			
3b	Alternate Contact Person			
	Designation			
	Phone No. (Landline)			
	Phone No. (Mobile)			
	Fax			
	E-Mail			
4	Nature of the Applicant			
4a	Renewable Energy Generating Station			
4b	Solar Power Park Developer			
4c	Wind Power park Developer			
4d	Wind-Solar Power park Developer			
5	Details of Stage-I Connectivity			
6	Details for Stage-II Connectivity	Phase-1 (MW)	Phase-2 (MW)	Phase-..N
6a	Capacity (MW) for which Stage-II Connectivity is required (Phase wise)	(e.g., Phase-1, connectivity= 500MW)	(e.g., Phase-2, connectivity= 1000MW)

6b	Date from which Stage-II Connectivity is required (Phase wise date)	(e.g.- 1.1.2019)	(e.g.- 1.1.2020)
	<i>(E.g., Phase-I of 500MW is getting connected from 1.1.2019 and another unit of 500MW under Phase-II i.e. total 1000MW is getting connected from 1.1.2020. There can be number of phases)</i>			
6c	Copy of Financial Closure of the Project			
6d	Copy of Bid awarded by any entity authorized by the Central or State Government (At least for 50MW), if any			
6e	Copy of Long Term PPA, if any (At least for 50MW)			
6f	Copy of PSA, is any (In case of PPA with trader)			
6g	Status of Dedicated Transmission Line <ul style="list-style-type: none"> • Number of foundations completed /expected to be completed • Number of tower erection completed//expected to be completed 			
6g	Status of Switchgear at sub-Pooling Station <ul style="list-style-type: none"> • Land required vs Land acquired • Equipment erection complete / expected to be completed 			
6g	Status of Inter Connecting Transformer (ICT) at sub-Pooling Station			
7	Installed Capacity of the Applicant			
8	Commissioning Schedule of the Generating Station / Park			
9	Details of Bank Guarantee / Letter of Guarantee (BG or LG)			
	Amount (in Rs.)			
	Bank Name			
	Issue Date			

	Period of Validity	
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Signature:

Name of the Authorized Signatory:

Designation:

Seal:

FORMAT-CON-3

Model Agreement between the Lead Generator and other generators located in a geographically contiguous area for seeking inter-connection with the ISTS at a single connection point

Model Agreement

This Model Agreement (hereinafter referred to as the "Agreement") has been made effective at (Place) and is effective from thisday of 20.....

BETWEEN:

M/s (Name of the company)....., a company registered under the Companies Act, (...year....) having its registered office at(Address of the Company)....., (hereinafter referred as "Lead Generator") (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business arid permitted assigns) of the FIRST PART;

AND

M/s.....(Name of the Company)....., a company registered under the Companies Act, (.....year.....) having its registered office at(Address of the Company)....., (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the SECOND PART;

AND

.....

AND

.....

AND

M/s(Name of the Company)....., a company registered under the Indian Companies Act, (.....) having its registered office at(Address of the Company)....., (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the nth PART;

Each hereinafter referred to individually as a "Party" and collectively as "Parties".

WHEREAS

(a) The Parties hereinafter agree to develop more than one...(Type of the Generating Station)..... for the total capacity of(Capacity in MW)..... in the State of(Name of the State)..... and hereinafter being referred as 'Group of Projects' and jointly seeking Connectivity and GNA, to inject at(Voltage level in kV)..... level from the installed capacity of(Installed Capacity in MW)..... of(Type of the Generating Plant), into the 400/230 kV sub-station of the (Name of the Transmission Licensee). The details of generating stations are as under:

Name	Type of generator	Installed Capacity

(b) As per the provisions of the Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State Transmission and other related matters) Regulations, 2017, the Parties collectively fall under the definition of an 'Applicant' and the "lead generator" on their behalf shall apply for Connectivity and GNA to the CTU.

(c) The Parties agree that in relation to the 'Group of Projects' and for the purpose of availing the connectivity and GNA with the inter-State Transmission Systems (ISTS) network for the requisite quantum, in line with

the applicable Regulations, the 'Lead Generator' shall act on behalf of the Parties to undertake all operational and commercial responsibilities for all the Parties connected at that point in following the provisions of the Indian Electricity Grid Code and all other regulations of the Commission, such as grid security, scheduling and dispatch, collection and payment or adjustment of Transmission charges, deviation charges, congestion and other charges etc.

- (d) The Parties also agree to develop a common sub-transmission, transmission and evacuation network in relation to the 'Group of Projects' to be ultimately connected to the CTU grid sub-station in the ISTS network.
- (e) The Parties also agree that they shall share all the expenditure that may be incurred in developing the common network, infrastructure, any fee/charges that may be involved in taking the connectivity/GNA and/or fulfilling any statutory or any other requirement whatsoever may be experienced towards development of the 'Group of Projects'.(generators to decide the modalities of sharing the expenditure).
- (f) The Parties also agree that once the 'Group of Projects' in part/full is ready and operational, they shall co-operate and take all necessary steps in operating the 'Group of Projects' and shall also share all the expenditure that may be incurred towards operation of the 'Group of Projects'.(generators to decide the modalities of sharing the expenditure).

NOW, THEREFORE in consideration of the premises and covenants hereinafter set forth, the Parties hereby agree as follows:

(All terms and conditions of this agreement shall be decided mutually between the Lead Generator and other generators in accordance with the Electricity Act, 2003 and Regulations of the Commission as amended from time to time)

DEFINITION AND INTERPRETATION

- A. Applicable law: means any Indian statute, law, regulation, ordinance, rule, judgment, order, clearance, approval, directive, guideline, policy, requirement, including Government Approvals, or determination by, or any interpretation or administration of any of the foregoing by any statutory or regulatory authority in India and in each case as amended from time to time.
- B. "Confidential Information" shall have the meaning ascribed to it in Clause 8.
- C. "Insolvent" means, in relation to an entity.
 - (a) being insolvent or under administration:
 - (b) having a controller appointed by a tribunal or a court of competent jurisdiction, acting within its jurisdiction;
 - (c) being in receivership and management, liquidation, in provisional liquidation, under administration, wound up, subject (except to any internal reconstruction or amalgamation) to any arrangement, assignment or composition; or
 - (d) being declared by a tribunal or any other competent court, acting within its jurisdiction, to have become otherwise unable to pay its debts when they fall due.
- D. "Term" shall have the meaning contained in clause 1.2.
- E. "Agreement" means this agreement and any Appendices or amendments thereto which are agreed in writing between the Parties and made a part hereof.
- F. "Appendix" means any attachment or annexure to the Agreement which is agreed in writing by all Parties and made a part hereof.
- G. "Party" means a party to the Agreement.

H. "Group of Projects" means the Group of Projects as defined in the first Recital hereto.

Interpretation

- a. Whenever used in the Agreement the term "Clause" means a clause of the Agreement, except where expressly stated otherwise.
- b. Words importing the singular shall include the plural and vice versa.
- c. References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.
- d. References to persons shall include bodies corporate, unincorporated associations, partnerships and any organization or entity having legal capacity;
- e. Headings to clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- f. References to recitals, clauses, or annexes are, unless the context otherwise requires, to recitals to, or clauses of or annexes to this Agreement;
- g. References to the words "include" or "including" shall be construed as being suffixed by the words "without limitation";
- h. Any reference to time shall be taken to be a reference to Indian Standard Time;
- i. Terms defined in the Appendix hereto shall have the meanings ascribed thereto in the Appendix when used elsewhere in this Agreement;
- j. Appendix to this Agreement form an integral part of this Agreement and will be of full force and effect as though there were expressly set out in the body of this Agreement;

- k. Any reference to any agreement, deed, instrument, license, code or other document of any description shall be construed at the particular time, as a reference to that agreement, deed, instrument, license, code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;
- l. The terms used but not defined herein shall have the same meaning as assigned to them under the Agreement;
- m. The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire agreement or specified clauses of this Agreement, as the case may be;
- n. Provisions including the word 'agree', "agrees" or "agreement" require the agreement to be recorded in writing;
- o. No rule of construction applies to the disadvantage of one Party on the basis that the Party put forward or drafted this Agreement or any provision in it;
- p. Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;

1. Appointment and terms of Appointment

1.1. The Parties hereto have mutually agreed that M/s(Name of the Generator)..... shall be the "lead generator" which shall act on behalf of them and it shall undertake all operational and commercial responsibilities for all the Parties seeking connection at a single connection point at the pooling sub-station under the(Name of the transmission Licensee).....

1.2. Duration:

This Agreement shall be valid for a period ofyears from the date of execution of this Agreement. The Parties hereto may extend the Term of the Agreement upon mutually agreed terms and conditions.

2. Scope

- 2.1. The Parties hereby jointly agree to appoint M/s(Name of Generator).....the lead generator on their behalf and pursuant thereto authorize M/s in its capacity as a lead generator to act and further undertake on their behalf all operational and commercial responsibilities in respect of seeking connection at a single connection point at the(Name of sub-station).... sub-station of the(Name of Transmission Licensee)....., in the state of(Name of the State)..... (hereinafter referred to as the Grid) for injection of power generated from an installed capacity of (Capacity in MW)..... at any point of time into the Grid.
- 2.2. The Parties undertake to abide by the applicable law during the term of this agreement. Subject to the applicable law, in the event any Party desires to exit this arrangement, the remaining and continuing Parties shall continue to abide by the terms and conditions of grant of Connectivity and GNA for the remainder of the term of the agreement. In the event the lead generator desires to leave this arrangement, then the remaining Parties shall with permission of the CTU, nominate any Party amongst themselves to be the lead generator to act on their behalf for all operational and commercial responsibilities and the other responsibilities as detailed under this agreement.
- 2.3. In the event if one or more than one Party exits the present arrangement resulting thereto installed capacity falling below 50 MW, then subject to the approval of the CTU and the applicable law, the remaining Parties/Party may invite one or more Parties to this agreement to raise the aggregate capacity over 50 MW. Such new parties/Party shall be bound by the terms and conditions of grant of connectivity and LTA for the remainder of such term of the Agreement or such period as may be directed by CTU.

2.4. The parties agree that party which exits shall pay appropriate compensation for common infrastructure built proportionate to its share.

2.5. It is hereby mutually agreed that the parties under this agreement shall be bound by the details further elaborated in respect of the Scope of Work as set out in Appendix 1.

3. Responsibilities of the Parties:

3.1. The Parties shall abide by all the Applicable Indian laws, regulations, statutory provisions or norms laid down by the Government, Local or Municipal Authorities, the Indian Electricity Grid Code and all other Regulations of the Commission, such as grid security, scheduling and dispatch, collection and payment adjustment of transmission charges. Deviation charges, congestion and other charges related to the connectivity and GNA for use of inter-State transmission system and/or associated facilities, through the "lead generator", who shall be the single point contact and the responsible entity as per Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State Transmission and other related matters) Regulations, 2017.

3.2. Lead generator shall attribute the deviation charges on prorata basis to Parties. It shall generate such accounts within 1 week of receiving such account from RPC.

3.3. The Parties hereto shall carry out any/all such activities which are ancillary and or supplementary to giving effect to the Scope of Work stated in Clause 2.

4. Joint management and Role of Lead Generator:

4.1. A Management Committee composed of representatives of all Parties is hereby created, whose purpose is to review and decide upon all matters of importance

relating to the development of the Group of Projects, Grant of connectivity and the GNA.

4.2. The constitution, terms of reference, powers and procedures of the Management Committee shall be as set out in Appendix 2 (Joint Management).

4.3. Decisions of the Management Committee will be unanimous, except where this Agreement expressly provides otherwise.

4.4.(Name of Lead Generator)..... shall act as the Lead Generator, subject to the authority of the Management Committee Meetings of the Management Committee shall be chaired by a representative of the "Lead Generator".

4.5. All Parties shall give the Lead Generator their utmost support in carrying out its functions as Lead Generator and, in particular, all documents and information reasonably required by the Lead Generator for the submission of the Grant of connectivity/GNA shall be made available to the Lead Generator in the form and at the time required for the purposes of the Grant of connectivity /GNA and the Group of Projects or as may be otherwise reasonably requested by the Lead Generator.

5. Termination:

5.1. Following shall constitute as an event of default of a Party (Events of Default):

(a) Either Party becomes bankrupt or insolvent goes into liquidation has a receiving or administration order made against the defaulting party compounds with his creditors or carries on business under a receiver trustee or manager for the benefit of his creditors or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events:

(b) Either Party fails to fulfill its obligations under this Agreement, and does not

rectify the same within ninety (90) days of the receipt of a written notice from the other Party/ies.

- (c) Any representations and warranties provided under this Agreement by either of the Parties being untrue or misleading.

5.2. Effect of Termination:

- 5.2.1. Upon occurrence of an Event of Default, the non-defaulting Party/ies shall terminate the Agreement after servicing prior notice of 90 days (“Default Notice”) which shall specify in reasonable details of occurrence of an event of Default.
- 5.2.2. Following the issue of a Default Notice, the defaulting Party/ies shall have the opportunity to cure the default mentioned in the Default Notice before the expiry of the Default Notice (to the extent the default in question is capable of being cured). Upon cure of the default to the satisfaction of the non-defaulting Party/ies, the Default Notice shall be deemed to have been revoked by the non-defaulting Party/ies. During the pendency of the Default Notice, the Parties shall continue to perform their obligations under this Agreement.
- 5.2.3. If the defaulting Party/ies fails to cure the default, pursuant to Clause 5.2.2 above, the Agreement shall stand terminated at the end of the 90 days period (other than in case of payment default by the Company, in which case ninety (90) day period shall be read as thirty (30) days) commencing from the date of the Default Notice. Upon termination of this Agreement, each Party shall pay to the other such payments as are due and payable to such other Party/ies pursuant to the provisions of this Agreement.

5.3. Consequence of Termination:

On termination of this Agreement in accordance with the terms and conditions herein provided: The rights and duties of the Parties / Party seeking termination shall cease to exist.

The Parties' right under this Agreement shall be in addition to and not in derogation of any rights, powers, privileges or remedies provided by law. Each Party shall be entitled to exercise concurrently any of the remedies available whether under this Agreement or provided by Applicable Law.

6. Insurance:

- 6.1. Each Party shall effect and maintain at its own risk and expense those insurances required by the Group of Projects in respect of its Scope of Work unless the Group of Projects requires them and/or the Parties agree to effect common insurance(s). In such case the Lead Generator shall effect and maintain such common insurance(s) in the joint interest of the Parties. The cost of effecting and maintaining such common insurance(s) shall be shared by the Parties in proportion to their Proportionate Shares.
- 6.2. Each Party shall notify administer and bear any and all costs of claims against its own or any common insurers in connection with its Scope of Work, including but not limited to any excess or deductible or uninsured amounts under the relevant policies.

7. Confidentiality:

- 7.1. Subject to Clause 8.2, each of the Parties shall keep the contents of the Agreement and all books, documents (whether electronic or in hard copy) and information made available to that Party/ies for the purposes of entering into this Agreement ("Confidential Information") or in the course of the performance of the Agreement confidential, and shall not disclose the same to any other person without the prior written consent of the other Party/ies.
- 7.2. Clause 8.1 shall not apply in the following circumstances
- (a) any disclosure is required by applicable laws or in respect of information already in the public domain;
 - (b) any disclosure required by any applicable stock exchange listing rule; and
 - (c) disclosure to a lender of the Group of Projects, to the extent required for

the purposes of raising funds or maintaining compliance with credit arrangement.

In the event of a disclosure is required by applicable law, upon reasonable request by the non-disclosing Party/ies, the disclosing Party/ies shall use all reasonable efforts and co-operate with other Party's/ies' efforts to obtain confidential treatment of material so disclosed

- 7.3. Each of the Parties shall utilize the same degree of care to preserve and protect the other Party's/ies' Confidential Information from disclosure that they use to protect their own Confidential Information, which will not be less than reasonable care.
- 7.4. Confidential Information disclosed shall be and remain the property of the disclosing Party/ies. The obligations of the Parties to protect Confidential Information shall survive termination of this Agreement.

8. Publicity:

- 8.1. The Parties shall be permitted to disclose all relevant aspects of this Agreement to their respective Nominees, investment bankers, lenders, accountants, legal counsel, bona fide prospective investors. Lenders, in each case only where such persons or entities are under appropriate non-disclosure Obligations imposed by professional ethics, law or otherwise, and to stock exchanges and other statutory & legal authorities. The disclosing Party shall take utmost care that by disclosing the information the other Party's/ies business interest are not adversely affected
- 8.2. It is agreed between the Parties that
 - (a) in the event either of the Parties is required to make any disclosure regarding this Agreement or any aspects related thereto pursuant to the provisions or requirements of law, then the Party/ies required to make such disclosure shall provide a reasonable notice to the other Parties. The Parties shall thereafter and prior to disclosing any such information, mutually agree on the content of the information being disclosed.
 - (b) in the event either of the Parties is required to make any disclosure

regarding this Agreement or any aspects related thereto by way of release of any statement or information to the media, whether electronic or print form, the disclosing Party/ies shall seek the prior written approval of the other Parties for such disclosure including on the content of such disclosure.

- 8.3. However, the Parties agree that such consents required to be obtained pursuant to this Clause 9 shall not be unreasonably delayed or withheld so as to breach the time period for such disclosure.

9. Notices:

Any notice or other communication to be given by one Party to the others under, or in connection with the matters contemplated by, this Agreement shall be in writing and shall be given by letter delivered by hand or registered post to the address given and marked for the attention of the person as set out in the body of the Agreement and marked for such other attention as either of the Parties may from time to time designate by notice to the other.

10. Indemnity:

Each of the Parties hereto shall indemnify and hold the others, its employees, officers advisers and affiliates and any person controlling any of them and each of its or their officers, directors, employees and agents harmless from and against all third party actions, claims, damages, proceeding, investigations, liabilities or judgments and all losses, damage, costs, charges and expenses or whatever nature and in whatever jurisdiction, and which arise from the Agreement, other than for any claims or losses to the extent that are finally determined by a court of competent jurisdiction to have resulted primarily from gross negligence or willful default of the other Party/ies.

11. Dispute resolution:

The Parties hereto shall attempt to resolve all differences and disputes first

through mutual discussions and in keeping with the spirit of this Agreement.

In the event that the Parties hereto are unable to settle the dispute or difference or fail to negotiate their differences whether relating to the interpretation, meaning, validity, existence or breach of this Agreement or any clause herein within a period of 1 month, then the aggrieved Party shall by giving a notice to the other Parties be entitled to refer the dispute or difference to a sole arbitrator appointed mutually by the Parties. The arbitration shall be conducted according to the provisions of the (Indian) Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof. The place of arbitration shall be ...(Name of the Place).....

12. Jurisdiction and Governing Laws:

Subject to Clause 10, the Parties hereto irrevocably submit to the sole and exclusive jurisdiction of the(Name of the Courts)..... This Agreement is governed by the laws subsisting in India and any amendments thereto.

13. Assignment:

Neither of the Parties shall assign, outsource nor sub-contract this Agreement in whole or any part or on thereof to any of their affiliates, group companies or any third party without the written consent of the remaining Parties.

14. Miscellaneous:

14.1. This Agreement including any schedules and annexure attached hereto, constitute the entire understanding of the Parties relating to the subject matter hereof and supersedes all past correspondence/letters exchanged/ agreements executed between the Parties hereto.

14.2. Except as otherwise provided herein, this Agreement may not be varied except by an agreement in writing signed by all the Parties.

14.3. The Parties agree that in performing their respective responsibilities pursuant to this Agreement, they are independent contractors and their personnel are not agents or employees of the other for any purpose whatsoever, and are not entitled to each other's employees' benefits. Each party is solely responsible for the compensation of its personnel and payment of workmen's compensation, disability and other similar benefits, unemployment and other similar insurance and for the withholding of other taxes and social security. Nothing herein may be construed to create an agency, joint venture; partnership or other relationship between the parties other than independent contractors.

14.4. If any provision of this Agreement is declared inoperative, void or illegal by a court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect unless this Agreement is thereby rendered impossible to perform.

14.5. If either of the Parties at any time fails to require strict compliance with any term or condition hereunder, such failure will not constitute a waiver of such term or condition or of any subsequent breach of that term or condition or a waiver of any other term or condition. For the avoidance of doubt, each Party's/ies' rights under this agreement may be used as often as each considers appropriate, are cumulative and apply in addition to any law. Each party loses its rights only if it specifically waives them in writing.

14.6. All the terms and conditions which by its very nature, survive termination/expiry of the Agreement, shall survive such termination/expiry.

14.7. This Agreement may be executed in two (2) counterparts each which shall be

deemed an original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF THE Parties have caused this Agreement to be executed on(Day).... of(Month)....., 20.... by their duly authorised representatives as a legally binding contract in 2 (two) original copies on the day and year first written above, each Party receiving one original copy

1. For and on behalf of Lead Generator

Signature :.....	Signature:.....
Name:.....	Name:.....
Designation.....	Designation.....

2. For and on behalf of Company A

Signature:	Signature:
Name:	Name:
Designation:	Designation:
.....	
.....	
.....	

For and on behalf of Company Z

Signature:	Signature:
Name:	Name:
Designation:	Designation:

Appendix-1

Scope of Work:

- A. Each Party would monetarily support/share the Lead Generator in developing a common infrastructure of the group of generators and dedicated transmission network from Park to CTU sub-station.
- B. Each Party would monetarily support/share the Lead Generator in developing a common infrastructure which may be required at the CTUs sub-station like bay equipment etc.
- C. Each Party would monetarily support/share the Lead Generator in bearing the expenditure which may be incurred in day to day O&M of the common infrastructure for group of generators, dedicated transmission network and network/equipment in CTU sub-station.
- D. Each Party would monetarily support/share through the Lead Generator any charges which may be incurred as transmission charges/losses in money terms or kind as the matter may be from time to time.
- E. Each Party authorize the Lead Generator to approach the CTU for availing connectivity and GNA for the group of generators as a whole and shall share any expenses which may be incurred in such process.
- F. Each Party authorize the Lead Generator to represent them at any governmental/statuary and/or any other authority in respect of any matter whatsoever may be required in relation to development of above group of generators.

Appendix-2

JOINT MANAGEMENT

1. Management Committee

- 1.1. The Management Committee shall review and decide upon all important matters relating to the Grant of connectivity /LTA and the Group of Projects (other than matters falling solely within the Scope of Work of one Party and not affecting the interests of any other Party), in particular:
 - 1.1.1. establish the Grant of connectivity and LTA format, coordinate the preparation of the technical and commercial content of the Grant of connectivity by the Parties and collate the Grant of connectivity for submission to the CTU and negotiation in relations to the Group of Projects and any proposed Variation, supplement or amendment thereto;
 - 1.1.2. any proposed revision of the Grant of connectivity /LTA or Group of Projects price(s);
 - 1.1.3. any proposed modification, reduction or extension of the Group of Projects schedule and, at the request of a Party, any work schedule previously agreed between the Parties;
 - 1.1.4. any proposed reallocation of supplies, services or responsibilities among the Parties;
 - 1.1.5. any proposed revision of the Proportionate Shares of the Parties;
 - 1.1.6. any proposed addition of another party to or expulsion of an existing Party from this Agreement;
 - 1.1.7. any other important matter raised by any of the Parties.
- 1.2. Each Party shall appoint a representative who shall be an officer or director of that Party and an alternate by notice in writing within (1) (one) week of the date of this Agreement. Each Party may revoke the appointment of and replace its representative and alternate by notice in writing to the Management Committee.
- 1.3. Meetings of the Management Committee shall be convened by the Lead Generator at least (4) (four) times a year and, should circumstances so require,

at any other time at the request of a Party, stating the circumstances, by giving (2) (two) weeks' notice in writing or such lesser period of notice as the circumstances may reasonably demand.

- 1.4. Each representative, or alternate in the absence of the representative, shall be deemed to have the authority to represent the Party appointing him or her in respect of all matters concerning the Management Committee.
- 1.5. Meetings of the Management Committee shall normally be held at the Lead Generator's offices or otherwise as mutually agreed. In cases of particular urgency, decisions may also be reached by telephone, correspondence, telex, e-mail or facsimile. All decisions arrived at by telephone or facsimile shall be promptly confirmed in writing to every representative on the Management Committee by the Lead Generator's representative.
- 1.6. All decisions of the Management Committee must be unanimous save where otherwise expressly stated in this Agreement.
- 1.7. Should a meeting of the Management Committee fail to achieve unanimity on a proposal, a decision on that proposal shall be adjourned. In the event that the Parties are unable to reach a unanimous decision on that or on a modified proposal within 5 (five) working days of the original meeting and if a continued failure to resolve the issue would put the due performance of the Group of Projects materially at risk or in case of emergency, the Chairperson of the Management Committee shall be and hereby is empowered to take a decision to safeguard the common interest of the Parties and shall report such decision immediately to the other Parties. Such decision shall be duly implemented by the Parties without delay and without prejudice to the provisions of Clause 12 (Dispute).
- 1.8. If any Party fails to cause its representative or alternate to attend at a duly convened meeting of the Management Committee the meeting shall be

adjourned for 2 (two) working days and the Parties shall immediately be notified by telex or facsimile of such adjournment. If the non-attending Party fails to cause its representative or alternate to attend at the resumed meeting other than as a result of causes beyond the control of that Party then unanimous decisions taken by those present at such meeting shall constitute a valid decision of the Management Committee.

- 1.9. The representative (or alternate in the absence of the representative) appointed by the Lead Generator shall chair all meetings of the Management Committee.
- 1.10. The representative of the Lead Generator shall distribute minutes of each meeting of the Management Committee to each Party without delay. The minutes shall be deemed to have been accepted by the other Parties unless comments are made in writing within ten (10) working days of their distribution.
- 1.11. If any Party is in default under Clause 6 (Termination) then notwithstanding any other provision in this Agreement or its Appendices, such defaulting Party shall not be entitled to take part in any approval, action, step or proceedings with respect to the Agreement and the representative or alternate of such defaulting Party shall have no right to participate in the voting at any meetings of the Management Committee and any decisions or actions to be taken by the Management Committee in its absence shall be deemed a decision or action of the Parties.
- 1.12. The costs incurred by each Party in respect of its representative or alternate in the functioning of the Management Committee shall be borne by such Party and shall not be a cost chargeable to the other Parties.

FORMAT-CON-4

Model Agreement between the Principal Generator and the renewable energy generators seeking Connectivity through the electrical system of the existing generating station

This Model Agreement (hereinafter referred to as the "Agreement") has been made effective at (Place) and is effective from thisday of 20.....

BETWEEN:

M/s (Name of the company)....., a company registered under the Companies Act, (....year...) having its registered office at (Address of the Company)....., (hereinafter referred as "Principal Generator") (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the FIRST PART;

AND

M/s.....(Name of the Company)....., a company registered under the Companies Act, (....year...) having its registered office at(Address of the Company)....., (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the SECOND PART; hereinafter referred to as a "Party"

WHEREAS

- (g) The Party agree to develop a(Type of the Generating Station)..... for the total capacity of(Capacity in MW)..... in the existing generating station of Principal Generator located in the State of(Name of the State)..... and seeking connectivity and GNA, to inject at(Voltage level in kV)..... level from the installed capacity of(Installed Capacity in MW)..... of(Type of the Generating Plant), into

the 400/220 kV sub-station of the (Name of the Transmission Licensee).

- (h) As per the provisions of the Central Electricity Regulatory Commission (Grant of Connectivity, GNA to the inter-State Transmission and other related matters) Regulations, 2017, the Party fall under the definition of an 'Applicant' and the "Principal generator" on its behalf shall apply for Connectivity and GNA to the CTU.
- (i) The Party agree that in relation to the Project and for the purpose of availing the connectivity and GNA with the inter-State transmission systems (ISTS) network for the requisite quantum from CTU, the 'Principal Generator' shall act on behalf of the Party to undertake all operational and commercial responsibilities in following the provisions of the Indian Electricity Grid Code and all other regulations of the Commission, such as grid security, scheduling and dispatch, collection and payment or adjustment of transmission charges, deviation charges, congestion and other charges etc.
- (j) The Party agrees to a common sub-transmission, transmission and evacuation network in relation to the 'Project' to be ultimately connected to ISTS through electrical system of existing generating station.
- (k) The Party and Principal Generator also agree that they shall share common network, infrastructure, and/or fulfilling any statutory or any other requirement whatsoever may be experienced towards development of the Projects. (Modalities of sharing may be decided mutually)

NOW, THEREFORE in consideration of the premises and covenants hereinafter set forth, the Party and Principal Generator hereby agrees as follows:

(All terms and conditions of this agreement shall be decided mutually between the Principal Generator and other generator(s) in accordance with the Electricity Act, 2003 and Regulations of the Commission as amended from time to time)

1. Appointment and terms of Appointment

1.1. The Party hereto have agreed that M/s(Name of the Principal Generator)..... shall be the "Principal generator" which shall act on behalf of it and it shall undertake all operational and commercial responsibilities for the Party seeking connection to ISTS through electrical system of existing generating station.

1.2. Duration:

This Agreement shall be valid for a period of (no. of years).... years from the date of execution of this Agreement. The Parties hereto may extend the Term of the Agreement upon mutually agreed terms and conditions.

2. Scope

2.1. The Party and Principal generator undertake to abide by the applicable law during the term of this agreement. Subject to the applicable law, in the event any Party desires to exit this arrangement, the remaining and continuing Parties shall continue to abide by the terms and conditions of grant of connectivity and GNA for the remainder of the term of the agreement.

3. Responsibilities of the Parties:

3.1. The Party and Principal generator shall abide by all the Applicable laws, regulations, statutory provisions or norms laid down by the Government, Local or Municipal Authorities, the Indian Electricity Grid Code and all other Regulations of the Commission, such as grid security, scheduling and dispatch, collection and payment adjustment of Transmission charges. Deviation

charges, congestion and other charges related to the connectivity and GNA for use of inter-state transmission system and/or associated facilities, through the "Principal generator", who shall be the single point contact and the responsible entity as per Central Electricity Regulatory Commission (Grant of connectivity, General Network Access to the inter-state Transmission and other related matters) Regulations, 2017.

3.2. The Party shall give the Principal Generator their utmost support in carrying out its functions as Principal Generator and, in particular, all documents and information reasonably required by the Principal Generator for the submission of the Grant of connectivity/GNA shall be made available to the Principal Generator in the form and at the time required for the purposes of the Grant of connectivity /GNA and the Group of Projects or as may be otherwise reasonably requested by the Principal Generator.

4. Other modalities may be mutually decided as the case may be.

IN WITNESS WHEREOF THE Party and Principal generator have caused this Agreement to be executed on(Day).... of(Month)....., 20.... by their duly authorized representatives as a legally binding contract in 2 (two) original copies on the day and year first written above, each Party receiving one original copy

1. For and on behalf of Principal Generator

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....

2. For and on behalf of Company A

Signature:

Signature:

Name:

Name:

Designation:

Designation:

3.

4.

.....

FORMAT-CON-5

Intimation for Grant of Stage-1 Connectivity/Connectivity

1	Intimation No.		
	Date :		
2	Ref. Application No.		
	Date :		
3	Name of the Applicant		
4	Address for Correspondence		
5	Nature of the Applicant		
5a	Generating Station (Other than Captive)		
5b	Captive Generating Station		
5c	Renewable Energy Generating Station		
5d	Solar Power Park Developer		
5e	Wind Power Park Developer		
5f	Wind-Solar Power Park Developer		
5g	Consumer (With Connected load of 250MW or more)		
5h	Distribution Licensee (With Connected load of 250 MW or more)		
6	Details for Connectivity		
6a	Capacity (MW) for which connectivity is granted (Phase wise)	Phase-I	Phase-II
6b	Date from which connectivity is granted (Phase wise date)	Date	Date

6c	<p>Point at which Connectivity is granted</p> <p>(i) For Applicants other than renewable generating station, solar Power park Developer or Wind Power Park Developer or Wind-Solar Power Park developer</p> <p>(ii) For renewable generating station, solar Power park Developer or Wind Power Park Developer or Wind-Solar Power Park Developer</p> <p>(a) Firm Location</p> <p>(b) Alternate Location</p>	
6d	Transmission System Required for Connectivity	
6e	Implementing Agency for transmission system required for connectivity	
7	Location of the Generating Station	
	Nearest Village / Town	
	District	
	State	
	Latitude	
	Longitude	
8	Installed Capacity of the Generating Station	
	Unit-1	
	Unit-2	
	Unit-3	
	...	
	..	
	Unit-N	

9	Commissioning Schedule of the Generating Station	
	Unit-1	
	Unit-2	
	Unit-3	
	...	
	
	Unit-N	

Note:-

1. This grant of connectivity has been made in terms of the details as per the application submitted by the applicant on Affidavit to the nodal agency. Thus, for all such cases where dedicated/connectivity transmission system upto point of connection is to be undertaken by the applicant itself, it is incumbent on the applicant to complete the dedicated/connectivity transmission system by the date from which connectivity is sought/granted. In case any extension in time is envisaged by applicant, he shall approach CTU at least 2 months prior to date from which connectivity is granted. CTU may review the grant of connectivity for extension or cancellation.
2. Applicant given intimation for Connectivity to the grid shall have to furnish additional details to CTU for signing of "Connection Agreement" as per format given at FORMAT-CON-7, These details shall be furnished to CTU within 1 month of finalisation of Engineering Procurement Construction (EPC) contract in accordance with Regulation 7. The Applicants are, however advised to furnish such details as early as possible.
3. The CTU will process the above information and will intimate the Connection details as per **FORMAT-CON-8**. Pursuant to such Connection details, the applicant shall sign "Connection Agreement" with CTU prior to the physical inter-connection as per **FORMAT-CON-9**.
4. Applicant shall have to inform likely date of synchronization, likely quantum and

period of injection of infirm power before being put into commercial operation to the SLDC/RLDC concerned at least one month in advance and obtain their concurrence for the same.

5. Applicant shall provide Special Protection Scheme (SPS), if required, integrated into their system. Details of SPS and its setting shall be worked out by the applicant in consultation with RLDC/ RPC separately.
6. The applicant shall ensure the matching of Switchyard Equipment's rating at Generation end with Line Capacity.

Signature:

Place:

Name:

Date:

Designation:

FORMAT-CON-6

Intimation for Grant of Stage-II Connectivity

(For renewable generating station, solar Power park Developer or Wind Power Park Developer)

1	Intimation No.		
	Date :		
2	Ref. Application No.		
	Date :		
3	Name of the Applicant		
4	Address for Correspondence		
5	Nature of the Applicant		
5a	Renewable Energy Generating Station		
5b	Solar Power Park Developer		
5c	Wind Power Park Developer		
5d	Wind-Solar Power Park Developer		
6	Details for Connectivity		
6a	Capacity(MW) for which connectivity is granted (Phase wise)	Phase -I	Phase -II
6b	Date from which connectivity is granted (Phase wise Date)	Date	Date
6c	Point at which Connectivity is granted		
6d	Transmission System Required for Connectivity		
6e	Implementing Agency for transmission system required for connectivity		
6f	Agencies between which agreement is to be signed for implementation of transmission system required for connectivity		

7	Location of the Generating Station	
	Nearest Village / Town	
	District	
	State	
	Latitude	
	Longitude	
8	Installed Capacity of the Generating Station	
	Unit-1	
	Unit-2	
	Unit-3	
	...	
	...	
	Unit-N	
9	Commissioning Schedule of the Generating Station	
	Unit-1	
	Unit-2	
	Unit-3	
	...	
	...	
	Unit-N	

Note:-

1. This grant of connectivity has been made in terms of the details as per the application submitted by the applicant on Affidavit to the nodal agency. Thus, for all such cases where dedicated/connectivity transmission system upto point of connection is to be undertaken by the applicant itself, it is incumbent on the applicant to complete the dedicated/connectivity transmission system by the date from which connectivity is sought/granted. In case any extension in time is envisaged by applicant, he shall approach CTU at least 2 months prior to date

from which connectivity is granted. CTU may review the grant of connectivity for extension or cancellation.

2. Applicant given intimation for Connectivity to the grid shall have to furnish additional details to CTU for signing of "Connection Agreement" as per format given at **FORMAT-CON-7**, These details shall be furnished to CTU These details shall be furnished to CTU within 1 month of finalisation of Engineering Procurement Construction (EPC) contract in accordance with Regulation 7. The Applicants are, however advised to furnish such details as early as possible.
3. The CTU will process the above information and will intimate the Connection details as per **FORMAT-CON-8**. Pursuant to such Connection details, the applicant shall sign "Connection Agreement" with CTU within a month of intimation of Format-CON-8 in accordance with **FORMAT-CON-9**.
4. Applicant shall have to inform likely date of synchronization, likely quantum and period of injection of infirm power before being put into commercial operation to the SLDC/RLDC concerned at least one month in advance and obtain their concurrence for the same.
5. Applicant shall provide Special Protection Scheme (SPS), if required, integrated into their system. Details of SPS and its setting shall be worked out by the applicant in consultation with RLDC/ RPC separately.
6. The applicant shall ensure the matching of Switchyard Equipment's rating at Generation end with Line Capacity.

Signature:

Place:

name:

Date:

Designation

FORMAT-CON-7

**APPLICATION FORM FOR ADDITIONAL INFORMATION TO BE
FURNISHED FOR SIGNING CONNECTION AGREEMENT TO INTER-
STATE TRANSMISSION SYSTEM**

General Information to the Applicants

1. Applicant given intimation for Connectivity to the grid by the CTU as per **FORMAT- CON-5 and FORMAT-CON-6** shall have to furnish additional details to CTU for signing of “Connection Agreement” as per the enclosed format.
2. The CTU will process the information provided in this format and will intimate the Connection details as per format given at **FORMAT-CON-8**. Pursuant to such Connection details, the applicant shall sign “Connection Agreement” with CTU prior to the physical inter-connection as per format given at **FORMAT-CON-9**. After signing of the Agreement, Applicant shall submit a copy of the same to the concerned SLDC/RLDC.

Note: The Format has been taken from formats under existing Regulations. Stakeholders are requested to suggest changes/modifications, if any.

**ADDITIONAL INFORMATION TO BE FURNISHED TO CTU FOR SIGNING OF
“CONNECTION AGREEMENT” FOR CONNECTION TO INTER-STATE
TRANSMISSION SYSTEM**

A. Details of Applicant

1.	Name of the Applicant Company	:	
2.	Details of Grant of Connectivity (a) Connectivity Intimation No. (b) Date		
2.	Address for Correspondence	:	
3.	Contact Person 3.1 Prime Contact Person (a) Name (b) Designation (c) Phone No. (d) FAX (e) E-mail 3.2 Alternate Contact Person (a) Name (b) Designation (c) Phone No. (d) FAX (e) E-mail	:	
4.	Status of Applicant Company (Please tick the appropriate box)	:	<input type="checkbox"/> Generating Station including Captive generating plant <input type="checkbox"/> Renewable Energy Generating Station <input type="checkbox"/> Solar Power park Developer <input type="checkbox"/> Wind Power Park Developer <input type="checkbox"/> Wind-Solar Power Park Developer <input type="checkbox"/> Consumer <input type="checkbox"/> Distribution Licensee
5.	Estimated time of completion of project (Please enclose PERT chart)		

B. Maps and Diagrams:

1. Provide necessary survey of India topo sheet clearly marking the location of the proposed site. **Schedule -I**
2. Provide site plan (both hard and soft copy in AutoCAD 2000 & above version) in appropriate scale. **Schedule-II**. The site plan should indicate following details
 - a. The proposed location of the connection point
 - b. Generators
 - c. Transformer
 - d. Site building
3. Provide an electrical Single Line Diagram (SLD) of the proposed facility detailing all significant items of plant. The plan is to be submitted in both hard copy and soft copy in AutoCAD 2000 & above version **Schedule -III**

C. Details of Connection- Generation Station/Renewable Energy Generating Station/Solar Power park Developer/Wind Power Park Developer

1.	Type of Generation Plant (Hydro, Thermal, Gas etc.)	:	
2.	Rating of Generator Units	:	Schedule – IV
3.	Maximum Export Capacity Required	:	
4.	Maximum Import Capacity required This is the amount of import capacity that the site will require during startup (MVA)	:	
5.	Station house load during normal operating conditions (MW/MVAR)	:	
6.	Expected running regime e.g. base load, peaking etc.	:	
7.	Generator Data for Fault (Short Circuit Studies)		Schedule – V
8.	Dynamic Simulation Data Generator Excitation Power System Stabilizer		Schedule – VI Schedule – VII Schedule – VIII

D. Details of Connection- Consumer / Distribution Licensee

1.	Type of Load (Industrial/Commercial) including type of industry, i.e. electric furnace, rolling mills, manufacturing, assembly line, etc.	:	
2.	Peak requirement of load in MVA, MW and MVAR	:	
3.	Peak import required in MVA, MW and MVAR	:	
4.	Month-wise Peak import required in MVA, MW and MVAR	:	
5.	Month-wise Energy requirement in MUs.	:	
6.	Data for Fault (Short Circuit Studies)		Single phase and three phase Fault level

E. Details of Connection- Data and voice Communication

1.	Type Data Gateway (Remote Terminal Unit/ Substation Automation System Gateway)	:	(Whether RTU/ Substation Automation System Gateway ; and Number of data ports)
2.	Data Communication connectivity Standard followed (As per interface requirement and other guideline made available by the respective RLDC)	:	(Type of Communication Protocol, i.e. 101(serial port) or 104(Ethernet), etc.)
3.	Write here the communication media, interface and capacity being targeted for connection for Data and voice Communication	:	(Communication media: For example fibre optics, PLCC, etc. Interface : Example RS 232C, G.703) or as per mutual agreement Capacity : 1200 baud, 64 Kbps, 9.6 Kbps, etc as per mutual agreement

This is to certify that the above data submitted with the application are pertaining to connection sought for the ISTS. Further, any additional data sought for processing the application shall be furnished.

Signature:

Name Authorized Signatory:

Designation:

Seal:

Place:

Date:

Schedule – I: Survey of India topo sheet clearly marking the location of the proposed site.

Schedule – II: Site plan in appropriate scale.

Schedule – III: Electrical Single Line Diagram (SLD) of the proposed facility detailing all significant items of plant

Schedule – IV: Rating of Generating Units

(Add additional sheets if number of units are more)

		Unit – 1	Unit - 2	Unit – 3
1.	Unit Rating (MVA)			
2.	Normal Max. Continuous Generation Capacity at Normal operating temperature (MW)			
3	Normal Max. Continuous Export Capacity at Normal operating temperature (MW)			
4	Maximum (Peaking) generating Capacity at min ambient air temperature (MW)			
5	Maximum (Peaking) Export Capacity at min ambient air temperature (MW)			
6	Minimum Continuous Generating Capacity (MW)			
7	Minimum Export Generating Capacity (MW)			
8	Normal Maximum Lagging MVAR at rated MW output			
9.	Normal Maximum leading MVAR at rated MW output			

Please attach a capability Curve: _____

Drawing no. of the Capability Diagram attachment

Schedule – V: Generator Data for Fault (Short Circuit Studies)

All data to be provided on pu machine MVA base

1.	Direct Axis Transient Reactance (Unsaturated)	X_d''	
2.	Sub-transient Reactance (Unsaturated)	X_d''	
3.	Synchronous Reactance	X_s	
4.	Zero Phase Sequence	X_o	
4.	Negative Phase Sequence Reactance	X_2	

Schedule – VI: Dynamic Simulation Data

Generator Data

All data to be provided on pu machine MVA base

1.	Direct Axis Positive Phase Sequence Synchronous Reactance	X_d	
2.	Quadrature Axis Positive Phase Sequence Synchronous Reactance	X_q	
3.	Direct Axis Transient Reactance (unsaturated)	X_d'	
4.	Quadrature Axis Transient Reactance (unsaturated)	X_q'	
5.	Sub-Transient Reactance (unsaturated)	X_d''	
5.	Armature Leakage Reactance	X_l	
6.	Direct Axis Transient open circuit Time Constant (Secs)	T_{do}'	
7.	Direct Axis Subtransient open circuit Time Constant(Secs)	T_{do}''	
8.	Quadrature Axis Transient open circuit Time Constant(Secs)	T_{qo}'	
9.	Quadrature Axis Subtransient open circuit Time Constant(Secs)	T_{qo}''	
10.	Inertia of complete turbogenerator (MWs/MVA)	H	

11.	Please provide open circuit magnetization curve enter drawing number here or mention "assume" <i>if this not available then CTU shall assume magnetic saturation characteristics as per the Annexure-I</i>		
-----	--	--	--

Excitation Data

Please submit Laplace domain control block diagram that represents the generator excitation system in accordance with the IEEE standard excitation model or as otherwise agreed with CTU. This control block diagram should completely specify all the time constants and gains to fully explain the transfer function from the compensator or generator terminal voltage and field current to generator voltage. A list of acceptable IEEE standard excitation model available with PSS/E simulation package used by CTU is shown in **Annexure-II**.

Please fill/tick the appropriate box

below: Please assume

OR

If the excitation data is not available at this stage then CTU shall assume exciter model given at **Annexure-III** which represents a typical excitation model.

Assume the model given at **Annexure-III** as our model

Schedule – VII: Two Winding Transformer Data

1.	Transformer positive sequence resistance (R1%)	
2.	Transformer positive sequence reactance (X1%)	
3.	Transformer zero sequence resistance (R0%)	
4.	Transformer zero sequence reactance (X0%)	
5.	Transformer Vector group	
5.	Nature of Tap Changer (on load/off load)	
6.	Number of steps and step size	

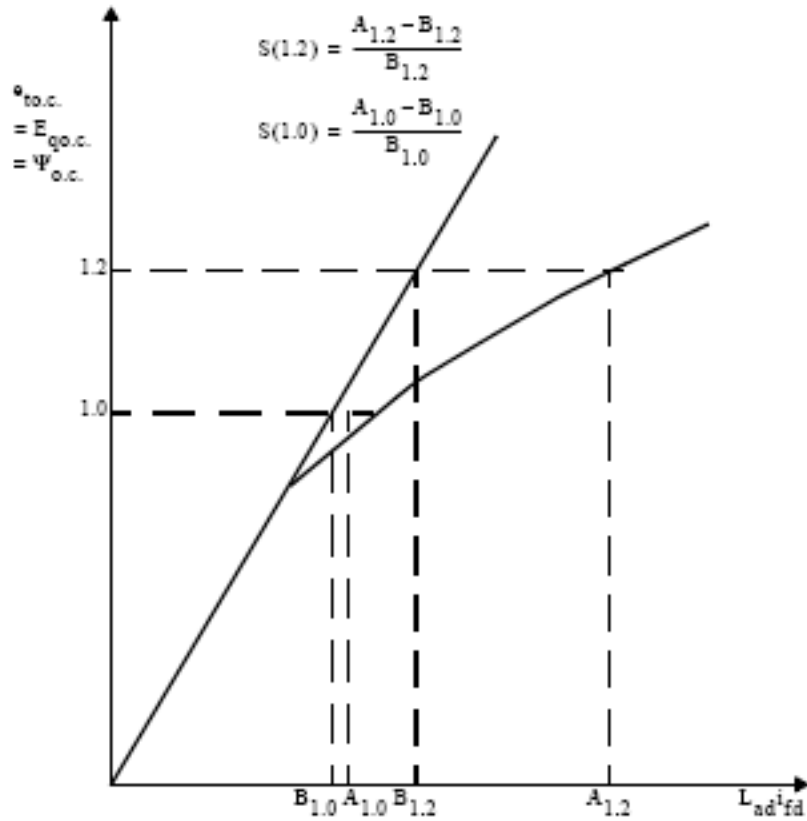
Schedule – VIII: Three Winding Transformer Data

1.	Transformer Vector group	
2.	Positive sequence resistance (R1HL1%) between HV/LV1	
3.	Positive sequence reactance (X1HL1%) between HV/LV1	
4.	zero sequence resistance (R0HL1%) between HV/LV1	
5.	zero sequence reactance (X0HL1%) between HV/LV1	
6.	Positive sequence resistance (R1HL2%) between HV/LV2	
7.	Positive sequence reactance (X1HL2%) between HV/LV2	
8.	Transformer zero sequence resistance (R0HL2%) between HV/LV2	
9.	zero sequence reactance (X0HL2%) between HV/LV2	
10.	Positive sequence resistance (R1L1L2%) between LV1/LV2	
11.	Positive sequence reactance (X1L1L2%) between LV1/LV2	
12.	zero sequence resistance (R0L1L2%) between LV1/LV2	
13.	zero sequence reactance (X0L1L2%) between LV1/LV2	
14.	Positive sequence resistance (R1HL1//L2%) between HV/(LV1+LV2)	
15.	Positive sequence reactance (X1HL1//L2%) between HV/(LV1+LV2)	
16.	zero sequence resistance (R0HL1//L2%) between HV/(LV1+LV2)	

17.	zero sequence reactance ($X_{0HL1/L2\%}$) between HV/(LV1+LV2)	
-----	--	--

Annexure-I

Open Circuit magnetization curve



Magnetic saturation data to be assumed

S(1.0) =

S(1.2) =

Annexure-II

Acceptable IEEE standard excitation model available with PSS/E simulation package used by CTU

Excitation System	
ESAC1A	1992 IEEE type AC1A excitation system model
ESAC2A	1992 IEEE type AC2A excitation system model
ESAC3A	1992 IEEE type AC3A excitation system model
ESAC4A	1992 IEEE type AC4A excitation system model
ESAC5A	1992 IEEE type AC5A excitation system model
ESAC6A	1992 IEEE type AC6A excitation system model
ESAC8B	Basler DECS model
ESDC1A	1992 IEEE type DC1A excitation system model
ESDC2A	1992 IEEE type DC2A excitation system model
ESST1A	1992 IEEE type ST1A excitation system model
ESST2A	1992 IEEE type ST2A excitation system model
ESST3A	1992 IEEE type ST3A excitation system model
EXAC1	1981 IEEE type AC1 excitation system model
EXAC1A	Modified type AC1 excitation system model
EXAC2	1981 IEEE type AC2 excitation system model
EXAC3	1981 IEEE type AC3 excitation system model
EXAC4	1981 IEEE type AC4 excitation system model
EXBAS	Basler static voltage regulator feeding dc or ac rotating exciter model
EXDC2	1981 IEEE type DC2 excitation system model
EXELI	Static PI transformer fed excitation system model
EXPIC1	Proportional/integral excitation system model
EXST1	1981 IEEE type ST1 excitation system model
EXST2	1981 IEEE type ST2 excitation system model

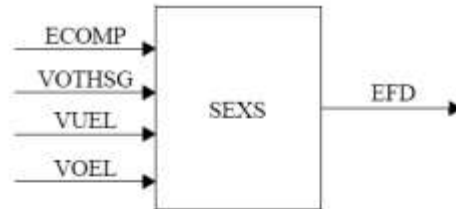
EXST2A	Modified 1981 IEEE type ST2 excitation system model
EXST3	1981 IEEE type ST3 excitation system model
IEEET1	1968 IEEE type 1 excitation system model
IEEET2	1968 IEEE type 2 excitation system model
IEEET3	1968 IEEE type 3 excitation system model
IEEET4	1968 IEEE type 4 excitation system model
IEEET5	Modified 1968 IEEE type 4 excitation system model

IEEEX1	1979 IEEE type 1 excitation system model and 1981 IEEE type DC1 model
IEEEX2	1979 IEEE type 2 excitation system model
IEEEX3	1979 IEEE type 3 excitation system model
IEEEX4	1979 IEEE type 4 excitation system, 1981 IEEE type DC3 and 1992 IEEE type DC3A models
IEET1A	Modified 1968 IEEE type 1 excitation system model
IEET1B	Modified 1968 IEEE type 1 excitation system model
IEET5A	Modified 1968 IEEE type 4 excitation system model
IEEX2A	1979 IEEE type 2A excitation system model
SCRX	Bus or solid fed SCR bridge excitation system model
SEXS	Simplified excitation system model

Annexure-III

SEXS – Simplified Excitation System Model

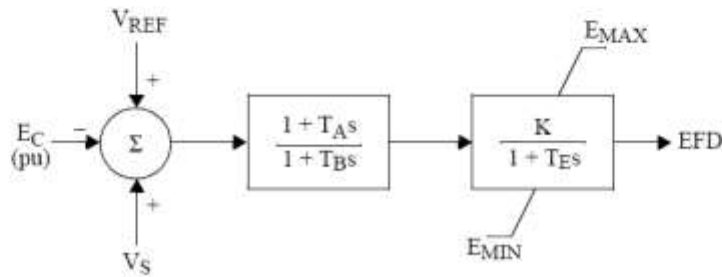
This model is located at system bus # _____ IBUS,
 machine # _____ I.
 This model uses CONs starting with # _____ J,
 and STATEs starting with # _____ K.



CONs	#	Value	Description
J			T_A/T_B
J+1			$T_B (>0)$ (sec)
J+2			K
J+3			T_E (sec)
J+4			E_{MIN} (pu on EFD base)
J+5			E_{MAX} (pu on EFD base)

STATEs	#	Description
K		First integrator
K+1		Second integrator

IBUS, 'SEXS', I, T_A/T_B , T_B , K, T_E , E_{MIN} , E_{MAX}



$$V_S = VOTHSG + VUEL + VOEL$$

FORMAT-CON-8

Draft Letter furnishing Connection Details for Connection to the Inter-State Transmission Grid by the CTU

[Name]

[Address of the party]

Subject: Connection Details for connection to the Inter-State Transmission Grid.

Dear Sir,

This is with reference to your application No. _____ dated _____ seeking connectivity to the Inter-State Transmission System. We have examined your proposal and you are hereby permitted connectivity to the grid as per the details given below:

1.	Name of the Link (sub-station/line) at which connectivity granted	:	
2.	Voltage level	:	765/400/220/132kV
3.	Type of Link	:	
4.	Reactive compensation to be provided	:	[Specify rating of Line Reactor/Bus Reactor/Series
5.	Maximum Import Capacity through the Link	:	
6.	Maximum Export Capacity through the Link	:	
7.	Expected date of commercial operation	:	
8.	Bay allocated in the switchyard of connectivity	:	Bay No. [refer enclosed single line diagram at Annexure-I]

9.	Equipment to be provided by applicant in the allocated bay meeting the requirement of Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 which shall be compatible with the equipment installed at other end.	:	[refer Annexure-II]
10	Protection Equipment to be provided by applicant shall be meeting the requirements of Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and shall be compatible & matching with the equipment installed at other end	:	[refer Annexure-II]
11	System recording & SCADA Equipment shall be meeting the technical standards as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and shall be compatible to facilitate exchange of data with the existing system installed in the ISTS network.	:	[refer Annexure-III]
12	Details of the modification/ alteration to existing facilities for accommodating proposed connection and its estimated cost.	:	[refer Annexure-IV]
13	Name of Communication Link for Data and Voice Communication	:	from [Name of switchyard/substation] – to [Name of switchyard/substation]
14	Communication equipment details upto CTU Data Collection Point	:	[refer Annexure-V]
15	Site responsibility schedule	:	[as marked in the attached GA diagram at Annexure-VI]

It should be noted by the applicant that all the equipments and systems to be provided by applicant shall have to conform to the technical standards as specified in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007.

The applicant will establish, test, commission and demonstrate the voice and data communication facilities with concerned LDC before test charging.

At the connection point to the ISTS, all works associated with bay extension shall be taken-up by CTU on deposit of cost for the same. However, these equipments shall be owned by the applicant.

Thanking You

Yours faithfully

Annexure - II

Equipment to be provided by applicant in the allocated bay meeting the technical standards as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007

Sl. No.	Name of Equipments	Nos.	Ratings
1.	Circuit Breaker		
2.	Isolators		
3.	Earth Switches		
4.	CT		
5.	CVT		
6.	Wave Trap		
7.	Etc.		
8.			
9.			

Annexure-III

System recording & SCADA Equipment to be provided by the applicant

Sl. No.	Name of Equipments	Nos.	Ratings
1.	Event Logger		
2.	Disturbance recorder/ Fault locator		
3.	Data Acquisition System		
4.	Communication equipment		
5.	Etc.		
6.			
7.			

Annexure-IV

Details of the modification/alteration to existing facilities for accommodating proposed connection and its estimated cost

Annexure-V

Communication equipment details up to CTU Data Collection Point

.....

Annexure-VI

Site responsibility schedule

A. Principle & Procedure:

The responsibility of control, operation, maintenance & all matters pertaining to safety of equipments and apparatus at the connection point shall lie with the owner of equipment. For ease of day-to-day operation as a general practice O&M is carried out by the owner of the substation in whose premises the proposed bay is located for which a separate O&M contract is entered into, based on mutually agreed terms and conditions.

B. List of equipment and their ownership at the connection point:

Sl. No.	Name of Equipments	Ownership
1.		
2.		
3.		
4.		
5.		
6.		
7.		

C. Site common Drawings:

- a. Site layout
- b. Electrical layout (SLD)
- c. General Arrangement Drawings(GA)
- d. Details of protection
- e. Common services drawing

FORMAT-CON-9

Model Connection Agreement

THIS AGREEMENT is made the [] day of [] 200[] BETWEEN:

[Name and registered address of the CTU] (hereinafter called the “**CTU**”) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns and for the purposes of this Connection Agreement the CTU shall act through its ***[address of the regional head quarter where connection shall be located]*** Unit;

and

[Name and registered address of the applicant Company] (herein after called “**the Applicant**”) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns;

Or

[Name and registered address of the inter-State transmission licensee] (herein after called “**the inter-State transmission licensee**”) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns;

CTU, applicant and inter-state transmission licensee are hereinafter collectively referred to as “Parties” and individually as “Party”.

(or amongst CTU, Applicant and ISTS Licensee As applicable)

WHEREAS:

- (A) The Applicant has applied to the CTU for connection of the ***[mention generating station including a captive generating plant or renewable energy generating***

station or solar power park developer or wind power park developer or Wind-Solar power park developer as appropriate or consumer or distribution licensee] facility to the Transmission System of ISTS Licensee and use of the Transmission System of ISTS Licensee to transmit electricity to and or from the Facility through the Inter-State Transmission System.

- (B) The CTU has agreed to the connection of the [**mention generating station including a captive generating plant or renewable energy generating station or solar power park developer or wind power park developer or Wind-Solar power park developer or consumer or distribution licensee as appropriate**] Facility to the inter-State Transmission and Communication System (via the applicant's Site-Related Connection Equipment) at the Connection Point (..... Mention details of the connection point, the name of sub-station, name of line which is to be made LILO, etc.....) using the Transmission and Communication System of the inter-state transmission licensee to transmit electricity as well as real time data to and/or from the Facility through the inter-State Transmission and Communication System.
- (C) The Parties shall enter into this connection agreement to record the terms and conditions upon which the Parties will carry out their respective Connection Works, in addition to the estimated cost required to be carried out by the CTU for works related to the interconnection, in accordance with the Connection Agreement.
- (D) The parties shall separately take up modalities for implementation of the works on mutually agreed terms and conditions. The scope of works, time schedule for completion of works, including the timelines for the various milestones to be reached for completion of works (PERT chart), shall form an appendix to this agreement, and shall form the basis for evaluating if the works by the parties is being executed in time. Penalties for non-completion of works in time by one party resulting in financial losses to the other party may be appropriately priced, as per mutual agreement, for indemnification of each other against losses incurred in this regard, and form a part of this Agreement. Similarly, for the regular O&M of the connection equipments owned by the applicants and located in the ISTS Licensee's premises/switchyard, the parties shall separately take up the O&M agreement on mutually agreed terms and conditions.

- (E) Further, a signed copy of the agreement along with all the Annexure, and amendments when ever made, shall be submitted to RLDC/NLDC.

It is hereby agreed as follows:

1. General Conditions for Connectivity

1.1. The Parties agree to the following General Conditions:

- (a) The parties shall abide by the Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State transmission system and other related matters) Regulations, 2017, in respect of procedure of grant of connectivity and other matters.
- (b) The applicant or inter-State transmission licensee, as the case may be, shall be responsible for planning, design, construction, and safe and reliable operation of its own equipments in accordance with the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Central Electricity Authority (Technical Standards for Construction of electrical plants and electric lines) Regulations, Central Electricity Authority (Grid Standards) Regulations, Indian Electricity Grid Code (IEGC) and other statutory provisions.
- (c) The applicant or inter-State transmission licensee shall provide necessary facilities for voice & data communication for transfer of real time operational data such as voltage, frequency, real and reactive power flow, energy, status of circuit breaker & isolators positions, transformer taps and other parameters from their station to Data Collection Point (DCP) of CTU as per IEGC. CTU shall provide access to applicant's data transfer through communication network in case spare channels are available on mutually agreed terms. The location of DCP of CTU shall be the nearest station connected electrically where wideband communication capacity of CTU is available. Additional communication system from DCP to the concerned RLDC shall be the responsibility of CTU; however its cost shall be borne by the applicant. The responsibility of data transfer shall be as per CERC (Communication system in inter-state transmission system) Regulations, 2017

1.2. The following documents and their schedules which have been initialled by the parties and annexed herewith shall be deemed to form an integral part of this Agreement in the order of precedence listed below:

- (a) Application for seeking connection to the inter-State transmission system.

- (b) Intimation for Grant of Connectivity
- (c) Additional information for signing Connection Agreement
- (d) Connection Offer Letter;
- (e) This Agreement

1.3. Availability of Statutory/Regulatory Approval:

Notwithstanding anything in the Agreement to the contrary, the applicant or inter-State transmission licensee shall be responsible for obtaining the statutory clearances/ approval including transmission license (if required) for carrying out the works requiring connection to the ISTS. Accordingly, the provisions of the Agreement dealing with the carrying out of the Works, either by the applicant or inter-State transmission licensee or the CTU (unless otherwise agreed mutually) in all respects would be conditional on and subject to the CTU being satisfied that the necessary approvals/clearances are available with the applicant or inter-state transmission licensee, as the case may be.

2. Agreement to Pay Charges and Costs:

2.1. Agreement to Monthly Transmission Tariff:

The applicant declares that it shall pay the Monthly Transmission Tariff including ULDC/NLDC charges, for use of Inter-State Transmission System, as and when GNA is availed by the applicant, in accordance with the relevant regulations of CERC in this regard.

2.2. Agreement to additional costs:

The applicant declares that it shall pay the cost towards modification/alterations to the infrastructure of CTU or inter-state transmission licensee other than the CTU, as the case may be, for accommodating the proposed connection as specified in the letter of CTU furnishing connection details.

2.3. Agreement to pay for damages:

The applicant declares that it shall pay/ make good damages, if any, caused by the customer to the property of the CTU or inter-state transmission licensee other than the CTU, as the case may be, which has been notified by the CTU or inter-state

transmission licensee other than the CTU, as the case may be, within reasonable time of its occurrence, during the course of control, operation and maintenance of the equipment.

2.4. Agreement to pay Charges for construction of Bays:

The applicant or inter-State transmission licensee will execute an agreement with CTU for the erection of equipment of applicant or inter-State transmission licensee in the substation premises of the CTU/ISTS Licensee for construction of bays, if required. For this purpose the applicant or inter-State transmission licensee shall pay charges to the CTU on mutually agreed terms.

2.5. Agreement to pay O&M Charges:

The applicant or inter-State transmission licensee shall pay O&M charges to the CTU/ISTS Licensee on mutually agreed terms for the bay equipment of applicant or inter-State transmission licensee being operated & maintained by the CTU/ISTS Licensee in their substation. These O&M charges will be governed time to time as per the mutually agreed terms.

3. Conditions Precedent to the implementation of the Commissioning Instructions:

The applicant or inter-State transmission licensee shall have to get appropriate "Commissioning Instruction" prior to actually first charging of the equipment through the grid. The charging instruction shall be issued only when the CTU is satisfied (by acting reasonably) that:

- (a) the Connection Works have been completed;
- (b) the applicant has complied with its all obligations as set out in the Offer Letter;
- (c) the applicant or inter-State transmission licensee has demonstrated the voice & data communication facilities to concerned RLDC;
- (d) the applicant or inter-State transmission licensee has obtained necessary approvals like PTCC, Electrical Inspectorate of CEA etc. from competent authority;
- (e) the applicant or inter-State transmission licensee has complied with its obligations under the Central Electricity Authority (Technical Standards for

Connectivity to the Grid) Regulations, 2007.

4. Metering:

The applicant or inter-State transmission licensee shall provide and maintain the Metering equipment, in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and IEGC.

5. Site Access:

Being restricted area the CTU may give permission or allow access to the employees and/or agents and/or subcontractors and/or invitees of the applicant or inter-State transmission licensee in its premises to carry out preliminary site investigation works, the Connection Works, modification works, inspections, etc , based on a written request by the applicant or inter-State transmission licensee giving reasonable advance notice. All such actions are to be carried out under the strict supervision of the CTU's authorized representative to safeguard the safety and security requirements of CTU's installations and safety of the representatives of the applicant or inter-State transmission licensee.

Similarly the applicant or inter-State transmission licensee may also allow, on prior permission, site access to the CTU's employees and/or agents and/or invitees to carry out preliminary site investigation works, inspections, etc in the connection site of the applicant or inter-State transmission licensee, provided that a written request has been made giving reasonable advance notice.

5.1. Condition of Access:

Site access for the CTU/applicant or inter-State transmission licensee shall include the right to bring such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions in respect of which the permission of access is granted. Being a restricted area, any individual to whom access is given under the Agreement shall comply with all reasonable directions given by the applicant or inter-State transmission licensee/CTU and its duly authorized employees and agents to safe guard the interest of safety and security requirements of personnel and equipment. All such access shall be exercisable without payment of any kind.

6. Transfer Assignment and Pledge:

The applicant or inter-State transmission licensee shall not transfer, assign or pledge its rights and obligations under this connection agreement to any other person

7. Notice:

All correspondence/notices required or referred to under this Agreement shall be in writing and signed by the respective authorized signatories of the parties mentioned herein, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of the department of post with an acknowledgment due to other party (ies) as per authorization by parties.

The authorities of the parties who shall responsible for the correspondence notices etc. in connection with this agreement shall be informed in advance.

8. Settlement of Disputes and Arbitration:

All differences and/or disputes between the parties arising out of or in connection with these presents shall at first instance be settled through amicable settlement at the level of CEO/CMD.

In the event of unresolved disputes or differences as covered under the statutory arbitration provided under The Electricity Act, 2003, the same shall be resolved accordingly.

Notwithstanding the existence of any disputes and differences referred to arbitration, the parties herein shall continue to perform their respective obligations under this Agreement.

9. Confidentiality:

The parties shall keep in confidence any information obtained under this Connection Agreement and shall not divulge the same to any third party without the prior written consent of the other party, unless such information is

- a) in the public domain,
- b) already in the possession of the receiving party,

- c) required by the Govt. Ministries/Agencies/Court of competent jurisdiction

The information exchanged herein between the parties shall be used only for the purpose of, and in accordance with, this Agreement and for the purpose stated herein. This clause shall remain in force even after termination of Connection Agreement.

10. Governing Law and Jurisdiction:

The agreement shall be governed by Indian Laws and Rules made there under.

11. Amendment to the Connection Agreement:

In case of Modification to point of connection like re-allocation of bays, up gradation of voltage level etc. by either of the parties, if mutually agreed, an amendment to the Connection Agreement shall be executed between the parties within 30 days of implementing such modification.

IN WITNESS WHEREOF the CTU and the applicant or inter-State transmission licensee have caused this Agreement to be executed by duly authorized representative on date above first herein written.

Signed for and on behalf of:-

[CTU Details]

Signed for and on behalf of:-

[Applicant or ISTS licensee Details as the case may be

Appendix

Time schedule for completion of works of generator including Captive Generating Plant/Renewable Energy Generating Station/Solar Power Park Developer/wind Power Park Developer/ Wind Solar Power Park Developer, including the timelines for the various milestones to be reached for completion of works (PERT chart).

FORMAT-GNA-1

Application for Grant of GNA

(For Applicants other than STU)

1	Name the Applicant	
2	Address for Correspondence	
3	Contact Details	
3a	Prime Contact Person	
	Designation	
	Phone No.(Landline)	
	Phone No.(Mobile)	
	Fax	
	E-Mail	
3b	Alternate Contact Person	
	Designation	
	Phone No.(Landline)	
	Phone No.(Mobile)	
	Fax	
	E-Mail	
4	Nature of the Applicant	
4a	Generating Station (other than captive)	
4b	Captive Generator	
4c	Renewable Energy Generating Station	
4d	Solar Power park Developer	
4e	Wind Power park Developer	
4f	Wind-Solar power park developer	
4g	Consumer	
4h	Distribution licensee	
5	Details for Connectivity granted by CTU	
5a	Date of grant of Connectivity	(Enclose copy of intimation of grant of Connectivity by CTU)

5b	Capacity for which connectivity granted by CTU	
5c	Whether the Applicant is seeking direct connectivity with the home state? If yes, details of connectivity granted/sought in home state transmission network	
6	Details for GNA	
6a	Quantum (MW) for which GNA required	
6b	Date from which GNA required	
6c	For Injection of Power by Applicant	
(i)	Maximum injection into ISTS	
(ii)	Maximum injection into home State transmission system	
(iii)	Capacity contracted through PPA / PSA as per details below (if available)	
a	PPA/SPA with Entity-1	
	State/Region	
	Quantum-1	
b	PPA/SPA Entity-2	
	State/Region	
	Quantum-2	
c	PPA/SPA Entity-3	
	State/Region	
	Quantum-3	
....	
n	PPA/SPA Entity-N	
	State/Region	
	Quantum-N	
(iv)	Capacity not contracted*	

7	Details of Application Fee – RTGS / NEFT	
	Amount (in Rs.)	
	Transaction ID	
	Transaction Date& Time	
	Bank Name	
	Branch Name	
8	Details of Access Bank Guarantee	
	Amount (in Rs.)	
	Bank Name	
	Period of Validity	

*As soon as capacity is contracted, the PPA shall be submitted to CTU and POSOCO

Note:-

(1) In case Applicants have firmed up drawee entity, the same should be indicated in the FORMAT.

Signature:

Name of the Authorized Signatory:

Designation:

Seal:

FORMAT-GNA-2

Application for Grant of GNA by State Transmission Utility (STU)

(On behalf of DISCOMs and other intra-State entities seeking GNA to ISTS)

1	Name the State				
2	Name the State Transmission Utility (STU) / Distribution Licensee				
3	Address for Correspondence				
4	Contact Details				
4a	Prime Contact Person				
	Designation				
	Phone No.(Landline)				
	Phone No.(Mobile)				
	Fax				
	E-Mail				
4b	Alternate Contact Person				
	Designation				
	Phone No.(Landline)				
	Phone No.(Mobile)				
	Fax				
	E-Mail				
5	Details of GNA (MW) (Year wise for 5 year)	Q1 GNA (MW)	Q2 GNA (MW)	Q3 GNA (MW)	Q4 GNA (MW)
	(i) 2022				
	(ii) 2023				
	(iii) 2024				
	(iv) 2025				
	(v) 2026				
	(If STU is applying for GNA in January, 2018)				

6	Entity wise details for GNA	2022	2023	2024	2025	2026
	Quantum (MW) for which GNA required in respect of (i) Entity-1 (ii) Entity-2 (iii) Entity-3	(Quarterly data)	(Quarterly data)	(Quarterly data)	(Quarterly data)	(Quarterly data)
7	Drawal of Power Maximum drawal/ additional drawal (in case of PPA/PSA)					
a	Generating Station-1					
	State/Region					
	Quantum-1					
b	Generating Station-2					
	State/Region					
	Quantum-2					
c	Generating Station-3					
	State/Region					
	Quantum-3					
d	Generating Station-4					
	State/Region					
	Quantum-4					

Note:-

1. STU should sign back to back agreement with intra-State entities and CTU for transmission charges liability.
2. STU should also provide quarterly Injection/Withdrawal data for immediate 4 years also i.e., for years 2018, 2019, 2020 and 2021.

FORMAT-GNA-3

/ “No Objection Certificate of --<<Name of State Transmission Utility>>”

<<Format in which NOC is to be given by STU to intra-State Entity for submission to CTU>>

NOC No.:.....

Dated:

- 1. Name of the STU issuing NOC** :
- 2. Region** : (North / West / South / East / North-East)
- 3. Name of the Entity** :
- 4. Status of Entity** (e.g. DISCOM/consumer):
- 5. Point(s) of Connection** :
- 6. Max. MW ceiling allowed for Injection*** :
- 7. Max. MW ceiling allowed for Drawal*** :
- (* STUs may specify different MW ceilings for different time blocks, if required.)
- 8. Validity Period** : From : << Date >> To: <<Date >>

9. Transmission losses (besides Regional Transmission losses)

	Whether Applicable or not (Yes/No)	(%) loss
State Transmission losses		
Distribution Licensees losses		
Any other losses		

10. Transmission charges (besides Regional Transmission charges)

	Whether Applicable or not (Yes/No)	Rate (Rs./MWh)
State Transmission losses		
Distribution Licensees losses		
Any other charges		

Declaration:

It is hereby certified that:

- a) We have “No Objection” to seeking and availing GNA by <<Name of Entity>>, through ISTS up to the MW ceiling as specified above, in accordance with applicable regulations of CERC/<<State>> ERC.
- b) We have the required infrastructure for energy metering and time block wise accounting in place. The State/ Distribution licensee network has the required transfer capability for transfer of power as per specified ceiling.
- c) The Transmission Charges for the use of State/Distribution Licensee network and Operating Charges for the State Load Despatch Centers shall be directly settled by Power Exchange with us.
- d) The State Utility designated for the purpose of collection/disbursement of Deviation charges shall be responsible for timely payment of State’s composite dues into the Regional Pool Account.
- e) Any mismatch between the Scheduled and Actual drawal/injection for the intra-State Entity shall be determined by us and will be covered in the intra-State UI accounting scheme, or as applicable.
- f) The Reactive Energy Charges shall be governed by the Regulations applicable within the State.
- g) We shall disburse the Transmission Charges for use of the State/Distribution Licensee Network to the State Transmission Utility /Distribution Licensee directly.
- h) We shall inform the total import and export capability of the State as a whole to all concerned. Attempt shall be made to declare this in advance through our website.
- i) Any change in the contents of the NOC shall be conveyed to the party to whom NOC was given, atleast 180 days prior to the day of transaction. In such cases, the RLDC(s)/NLDC shall also be informed simultaneously.

Signature

Name

Designation

(Authorized Signatory of STU)

Place:

Phone No.:

Date:

FORMAT-GNA-4

PROFORMA OF ACCESS BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref.

Bank Guarantee No.

Date

To

Central Transmission Utility
Saudamini, Plot No. – 2, Sector – 29
Near IFFCO Chowk
Gurgaon – 122 001
Haryana

Dear Sirs,

In consideration of the Central Transmission Utility, (hereinafter referred to as the “CTU” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having assigned by CERC to process GNA applications as per Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State transmission system and other related matters) Regulations, 2017” and M/s (name of applicant) who has applied for GNA with its Registered/Head office at(hereinafter referred to as the “GNA Applicant” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)

WHEREAS it has been agreed by the GNA applicant that in case of failure /delay in abiding various terms and conditions required as per Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State transmission system and other related matters) Regulations, 2017 on the subject CTU shall have the right to collect at the rate of Rs. 20,00,000/MW (Rupees Twenty Lakh only/MW) for total scheduled injection by GNA Applicant.

AND WHEREAS as per the Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State transmission system and other

related matters) Regulations, 2017, GNA Applicant is required to furnish an Access Bank Guarantee for a sum of Rs.....(Rupees.....) as a security for fulfilling its commitments to POWERGRID as stipulated under Regulation 19 of the aforesaid Regulation.

We..... (Name & Address of the Bank)..... having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the CTU on demand any and all monies payable by the GNA applicant to the extent ofas aforesaid at any time up to(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the GNA Applicant.

Any such demand made by the CTU on the Bank shall be conclusive and binding notwithstanding any difference between the CTU and the GNA Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the CTU and further agrees that the guarantee herein contained shall continue to be enforceable till the CTU discharges this guarantee.

The CTU shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the obligations under the said agreement by the GNA Applicant. The CTU shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the GNA Applicant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the CTU and the GNA Applicant or any other course or remedy or security available to the CTU. The Bank shall not be released of its obligations under these presents by any exercise by the CTU of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the CTU or any other indulgences shown by the CTU or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the CTU at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the

GNA Applicant and notwithstanding any security or other guarantee the CTU may have in relation to the GNA Applicant's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted toand it shall remain in force upto and includingand shall be extended from time to time for such period (not exceeding year), as may be desired by M/son whose behalf this guarantee has been given.

Notwithstanding anything contrary contained in any law for the time being in force or banking practices, this guarantee shall not be assignable or transferable by the beneficiary. Notice of invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything contained herewith:

- (a) Our liability under this Bank Guarantee / Letter of Guarantee shall not exceed Rs. (Rupeesonly).
- (b) The Bank Guarantee / Letter of Guarantee shall be valid up to and
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee / Letter of Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee).

Dated this.....day of20.....at.....

WITNESS

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Designation with Bank Stamp)

**Attorney as per Power
of Attorney No.**

Date

NOTES:

1. The stamp papers of appropriate value shall be purchased in the name of issuing Bank

FORMAT-GNA-4

Intimation for Grant of GNA
(For Applicants other than STUs)

1	Intimation No.	
	Date :	
2	Ref. Application No.	
	Date :	
3	Name of the Applicant	
4	Address for Correspondence	
5	Nature of the Applicant	
5a	Generating Station (other than captive)	
5b	Captive Generating Station	
5f	Solar Power Park Developer	
5g	Wind Power Park Developer	
5h	Wind-Solar Power Park Developer	
5i	Consumer	
5j	Distribution Licensee	
6	Details for GNA	
6a	Quantum (MW) for which GNA is granted	
7	Transmission System for GNA	
7a	Date from which GNA is granted	
7b	Implementing Agency for transmission system required for GNA	
7c	Agencies between which agreement is to be signed for implementation of transmission system	
7d	Transmission System required	

8	Estimated Transmission Charges	
---	---------------------------------------	--

Note:

General Network Access is granted to the ISTS subject to the following

1. That the GNA applicant shall enter into General Network Access Agreement (GNAA) with CTU within 30 days of the Intimation for Grant of GNA in default of which the GNA shall be liable for revocation.
2. That the GNA applicant shall enter into Transmission Service Agreement (TSA), if applicable, in line with the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2010 as amended from time to time.
3. The applicant shall inform in writing, at least 90 days ahead of schedule date of commissioning and commercial operationalization of their generation project to CTU with copy to RLDC/NLDC and other concern/affected entities.
4. That the applicant shall keep the CTU and RLDC/NLDC indemnified at all times and shall undertake to indemnify, defend and keep the CTU, RLDC/NLDC from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and; all other obligations by or to third parties, arising out of or resulting from the General Network Access transaction(s).

Place:

Signature:

Name:

Date:

Designation:

FORMAT-GNA-6

**Intimation for Grant of GNA
(For STU)**

1	Intimation No.					
	Date:					
2	Ref. Application No.					
	Date:					
3	Name the Applicant					
4	Address for Correspondence					
5	Nature of the Applicant					
6	Details of GNA Granted					
	Details of GNA (MW) granted (Year wise for 5 year)	Q1 GNA (MW)	Q2 GNA (MW)	Q3 GNA (MW)	Q4 GNA (MW)	
	(i) 2022					
	(ii) 2023					
	(iii) 2024					
	(iv) 2025					
	(v) 2026					
7	Entity wise GNA granted	2022	2023	2024	2025	2026
	Quantum (MW) for which GNA granted in respect of	(Quarterly data)	(Quarterly data)	(Quarterly data)	(Quarterly data)	(Quarterly data)
	(i) Entity-1					
	(ii) Entity-2					
	(iii) Entity-3					
					
8	Drawal of Power by STU (as per PPAs/PSAs)					
a	Generating Station-1					
	State/Region					
	Quantum-1					

b	Generating Station-2	
	State/Region	
	Quantum-2	
	
n	Generating Station-N	
	State/Region	
	Quantum-N	
9	Injection of Power by STU(as per PPAs/PSAs)	
a	Buying entity-1	
	State/Region	
	Quantum-1	
b	Buying entity-2	
	State/Region	
	Quantum-2	
.	
n	Buying entity-n	
	State/Region	
	Quantum-n	

Note:-

STU should sign back to back agreement with intra-State entities and CTU for transmission charges liability.

FORMAT-GNA-7

Model Agreement for GNA

(Applicable for One party / Multi party developers)

BETWEEN

Central Transmission Utility

AND

----- OTHER GNA CUSTOMERS

This GNA Agreement entered into on theday of.....Two thousand Seventeen between Central Transmission Utility, a company incorporated under the Companies Act, 1956, having its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110 016 (hereinafter called “**CTU**” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part;

and

Company -A., a company incorporated under the companies Act, 1956 having its registered office at_____and

Company -B, a company incorporated under the companies Act, 1956 having its registered office at_____and -

|
|
|
|

Company -Z, a company incorporated under the companies Act, 1956 having its registered office at_____and

(hereinafter collectively referred to as GNA Customers and individually referred to as *Company-A, BZ respectively*) which expression shall unless repugnant to the context or meaning thereof include its successors and assigns as party of the second, third, fourth -----
-----and ----- respectively.

A) Whereas GNA Customers are the Power Project Developers and are desirous to avail GNA in accordance with the Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State Transmission and other related matters) Regulations, 2017 hereinafter referred to as “Regulations” and Electricity Act, 2003 (including their amendments if any) to the Transmission System of CTU for transfer of power from the respective places of generation to the places of delivery as per the details contained in the **Annexure-1 (for the capacity for which PPA has been executed)**.

B) Whereas the comprehensive transmission system for above GNA was evolved by CEA, developers, Constituents and CTU which was discussed in a meeting held at -----
----- on -----.

C) The transmission system required for direct evacuation of power from respective generating units to the pooling points of ISTS Licensee has been finalized in consultation with CEA, developers and Constituents and shall be built, owned, operated and maintained by respective GNA Customers as indicated at **Annexure- 2**.

D) The common transmission system to evacuate and dispatch power to respective beneficiaries from the generation projects, has been finalized in consultation with CEA, developers and Constituents and shall be built, owned, operated and maintained by ISTS Licensee as indicated at **Annexure- 3**.

E) Each of the project developers i.e., the long term transmission customer has agreed to share and bear the applicable transmission charges as decided by Central Electricity Regulatory Commission Regulations corresponding to the capacity of power contracted from the said Generation project through open access as indicated at Annexure-1. The sharing mechanism for these transmission charges has been agreed to be as per **Annexure- 4** of this agreement.

AND WHEREAS in accordance with Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State Transmission and other related matters) Regulations, 2017 and Electricity Act, 2003 (including their amendment if any) and

in accordance with the term mentioned above, CTU has agreed to provide such open access required by these GNA Customers from the date of availability of evacuation transmission system for the transfer of power as mentioned in **Annexure-2** and **Annexure-3** of this agreement.

F) AND WHEREAS the parties have agreed that in case any of the asset mentioned at Annexure-3 are executed, owned and operated by any agency(ies) other than CTU, as per the directives of competent authority (for which CTU would immediately inform all the parties) then the tariff of the same would be payable by the GNA customer as per applicable Regulations / Orders of Commission.

G) AND WHEREAS GNA customers have agreed to share and pay all the transmission charges of ISTS Licensee in accordance with the regulation/tariff order issued by Central Electricity Regulatory Commission from time to time for the use of its Transmission System of the concerned Regions including inter regional links/ULDC/NLDC charges and any additions thereof in proportion to their proposed capacity addition as indicated at **Annexure-1** of this Agreement.

H) AND WHEREAS it has become incumbent upon GNA Customers and CTU to enter in to GNA Agreement as envisaged under Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State Transmission and other related matters) Regulations, 2017 (including their amendments if any) for payment of above transmission charges.

I) AND WHEREAS the Bulk Power Transmission Agreement has already been entered into between CTU and Bulk Power Beneficiaries of all the regions. A copy of BPTA entered into with constituents of Northern Region dated -----, Western Region dated -----, Eastern Region dated -----, North Eastern Region dated----- and Southern Region dated ----- are enclosed at Annexure A, Annexure B, Annexure C , Annexure D and Annexure E respectively. These agreements are likely to be replaced on its renewal. The renewed/modified agreements would be generally in line with the Transmission Service Agreement (TSA) issued by Ministry of Power as part of standard bid documents for competitive bidding for transmission in accordance with Section 63 of the Act. Accordingly, on replacement of renewed/modified agreement in line with TSA, the same would become part of this agreement.

J) AND WHEREAS the GNA Customer is desirous of wheeling its power to its consumers on the same terms and conditions as contained in the Bulk Power Transmission Agreement of the respective Region. Words and expressions used and defined in the Bulk Power Transmission Agreement at Annexure A, B, C , D and E shall have the same meaning assigned to them under the Electricity Act, 2003 or Grid code or Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State Transmission and other related matters) Regulations, 2017, as the case may be (including their amendments if any).

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, and in the Agreement as contained in the Annexure A, B, C, D and E attached hereto which shall form an integral part of this Agreement, it is hereby agreed by and between the parties as follows:

1.0. In accordance with Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State Transmission and other related matters) Regulations, 2017 and Electricity Act, 2003 (including their amendment if any) and in accordance with the terms mentioned above, CTU agrees to provide such open access required by these GNA Customers from the date and in the manner mentioned in the Annexure 1, Annexure 2, Annexure 3 and Annexure 4 of this agreement for a period of years from the schedule date of GNA grant to individual GNA customers.

2.0. (a) GNA customer shall share and pay the transmission charges in accordance with the regulation/tariff order issued by Central Electricity Regulatory Commission from time to time of transmission system of concerned applicable Region i.e. Southern Region/Eastern Region/Western Region/Northern Region/North Eastern Region including charges for inter regional links/ULDC/NLDC charges and any additions thereof. These charges would be applicable corresponding to the capacity of power contracted from the said generation project through open access from the date from which GNA is operationalised as indicated at Annexure-I irrespective of their actual date of commissioning.

(b) GNA customer shall share and pay the transmission charges of the transmission system detailed in Annexure-3 in accordance with the sharing mechanism as per CERC Regulations. In case, in future, any other GNA customer(s) is/are granted GNA through

the transmission system detailed at Annexure-3 (subject to technical feasibility), he/they would also share the applicable transmission charges.

(c) Each GNA customer its successor/assignee shall pay the applicable transmission charges from the date of commissioning of the respective transmission system which would not be prior to the schedule date of GNA sought as indicated by of the respective developer as per Annexure-1. The commissioning of transmission system would be preponed only if the same is agreed mutually by concerned parties.

(d), GNA customer shall provide payment security in accordance with Central Electricity Regulatory Commission (Sharing of inter-State charges and losses) Regulations, 2010 as amended from time to time in favor of CTU, Initially the security mechanism shall be valid for a minimum period of three (3) years and shall be renewed from time to time till the expiry of the open access.

(e) The estimated average transmission charges would be reviewed every six months and accordingly the amount of security would be enhanced/ reduced by GNA customers.

(f) In case the GNA customer defaults in payment of the monthly charges of CTU bills then, CTU shall be entitled to take actions as per the extant regulations.

(g) In case of encashment / adjustment of the Letter of Credit by CTU against non-payment of monthly charges by GNA customer, the same should be immediately replenished/ recouped by GNA customers before the next billing cycle.

3.0. CTU agrees to provide GNA required by GNA customer as per the details mentioned above and in accordance with the Regulations under the Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State Transmission and other related matters) Regulations, 2017 and conditions specified by the CERC from time to time.

However, during the tenure of this agreement if any of the covenants and conditions recited in this agreement including agreements at Annexure- A, B, C and D found

inconsistent with the provisions of the Electricity Act, 2003 and/or applicable notifications/rules/regulations issued either by CERC or by GOI as per the provisions of the Electricity Act, 2003 then notwithstanding anything contained in the agreement referred to above, the Electricity Act, 2003 and the said rules and regulations shall prevail.

4.0. Copy of the Agreements entered with Northern Region dated ----- (Annexure-A), Western Region dated ----- (Annexure-B), Eastern Region dated ----- (Annexure-C) and Southern Region dated ----- (Annexure-D) shall form part and parcel of this Agreement and accordingly, all terms and conditions of Agreements dated - -----, -----, ----- and ----- shall mutatis mutandis apply to GNA Customer. Any revision, replacement, modification and extension of these Agreements shall also apply to the GNA Customer.

5.0. (a) The GNA customer shall be entitled to relinquish GNA in accordance with the Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State Transmission and other related matters) Regulations, 2017.

(b) In case any of the developers fail to construct the generating station/dedicated transmission system or makes an exit or abandon its project, CTU shall have the right to collect the transmission charges and/ or damages as the case may be in accordance with the provisions of Central Electricity Regulatory Commission (Grant of Connectivity, General Network Access to the inter-State Transmission and other related matters) Regulations, 2017.

(c) The ISTS Licensee shall build transmission system included at Annexure-3 keeping view of various commissioning schedules; however, till the completion of identified transmission elements the transfer of power will be based on the availability of system on short term basis.

(e) In the event of delay in commissioning of concerned transmission system from its schedule, as indicated at Annexure-4 ISTS Licensee shall pay proportionate transmission charges to concerned GNA Customer(s) proportionate to its commissioned capacity (which otherwise would have been paid by the concerned GNA Customer (s) to ISTS Licensee) provided generation is ready and ISTS

Licensee fails to make alternate arrangement for dispatch of power.

6.0. In order to monitor/ review the progress of generating units along with its direct evacuation lines and also the common transmission system, Joint co-ordination meeting with the representative of each developers and CTU shall be held at regular interval (preferably quarterly) after signing of this Agreement.

7.0. All differences/ disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under Electricity Act, 2003.

8.0. The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock out, fire, flood, forces of nature, major accident, act of God, change of law. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice of 30 days to the other party to this effect. Transmission/drawal of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

9.0. In the event of finalization of beneficiaries by the developers the applicable transmission charges and other charges covered under this agreement would be payable by the concerned beneficiary as per Agreement between generator and beneficiaries. These charges would be effective only from the date of signing of agreement by concerned beneficiary with CTU for the period of GNA.

10.0. This Agreement shall be valid from the date of signing of this agreement till the validity of GNA subject to its revision as may be made by the parties to this Agreement provided that this Agreement may be mutually extended, renewed or replaced by another Agreement on such terms and for such further period as the parties may mutually agree. In case GNA Customers continue to get transmission

services from the CTU even after expiry of this Agreement without further renewal or formal extension thereof, then all the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced.

Stakeholder's suggestions are invited on Clauses pertaining to force majeure and Change in Law and relief in such cases.

In witness whereof both the parties have executed this Agreement through their authorized representative.

Witness

1. For and on behalf of CTU

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....

2. For and on behalf of Company A

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....

.....
.....

For and on behalf of Company Z

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....

Annexure-1

List of Gen Projects and their beneficiaries

Details of Generation Projects

Sl. No.	Applicant	Gen. Project Capacity (MW)	GNA Applied for (MW)	Location	Time Frame (Unit wise)- Date from which GNA is sought	GNA Granted
1.						
2.						
3.						

Annexure-2

Transmission system to be implemented by Generation project developers and its schedule of commissioning

Sl. No.	Name of Scheme & Elements	
1.		
2.		
3.		
4.		

Note:

- (a) The termination of the line as well as location of pooling station is subject to minor changes depending upon final survey and physical constraint, if any.
- (b) In case of any major development, if there is any change in the transmission system to achieve overall optimization of the system, then, above details would be modified on mutual consent.
- (c) In case, in future, any other GNA customer(s) is/are granted open access through the transmission system detailed at Annexure-3 (subject to technical feasibility), he/they would also share the applicable transmission charges.

Annexure-3

Transmission System under the Scope of ISTS Licensee

Sl. No.	Name of Scheme & Elements	Commissioning Timeline
1.		
2.		
3.		

Note:

1. The termination of the line as well as location of pooling station is subject to minor changes depending upon final survey and physical constraint, if any.
2. In case of any major development, if there is any change in the transmission system to achieve overall optimization of the system, then, above details would be modified on mutual consent.
3. In case, in future, any other long-term transmission customer(s) is/are granted open access through the transmission system detailed at Annexure-3 (subject to technical feasibility), he/they would also share the applicable transmission charges.

Annexure-4

Transmission Charges for the transmission system of respective Generation Projects

The transmission charges for different stages of the transmission system would be borne by the generation developers / beneficiaries as given below:

- The dedicated transmission system indicated at Annexure-2 i.e. from the generation switchyard up to various pooling points/substations shall be built, owned and operated by the generation project developer.
- The charges for the transmission system indicated at Annexure-3 would be borne by the generation developers in proportion to capacity for which GNA has been sought as per applicable regulations. The transmission charges will be corresponding to phased development of transmission system and in each time frame, charges should be shared by all the generation developer whose generation projects are scheduled to come up in that time frame or earlier.
- The GNA Applicants would also have to share the applicable Regional transmission charges in proportion to the GNA capacity sought by them as per CERC norm.
- As the transmission system has been evolved considering target beneficiaries and tentative allocation indicated by the developer(s) in their application, some transmission strengthening may be required in the receiving end/region once the beneficiaries/quantum of allocation is finalized. The cost/tariff of such system strengthening would also have to be borne by the developer(s) as and when identified.
- The composite transmission scheme would be developed in phases keeping in view the commissioning schedule of generation project & date of GNA sought by them. Depending upon the status of various generation projects as informed by different generation developers, the details of phasing of development of transmission system has been evolved. Details of staging are described as follows:

1.0. Stage-I

1.1. Generation Project and its schedule

.....
.....

1.2. Transmission System

1.2.1. Transmission System to be developed by the generation developer and its schedule

.....
.....

1.2.2. Transmission System to be developed by ISTS Transmission Licensee and its schedule

.....
.....

Sharing of transmission charges by above developers.

2.0. Stage-I

2.1. Generation Project and its schedule

.....
.....

2.2. Transmission System

2.2.1. Transmission System to be developed by the generation developer and its schedule

.....
.....

2.2.2. Transmission System to be developed by the ISTS Transmission Licensee and its schedule

.....
.....

Sharing of transmission charges by above developers.

Note: In case, in future, any other GNA customer(s) is/are granted open access through the transmission system detailed at Annexure-3 (subject to technical feasibility), he/they would also share the applicable transmission charges.

ANNEXURE-X

PROFORMA FOR BANK GUARANTEE/ LETTER OF GUARANTEE

(To be stamped in accordance with stamp Act)

Ref..... Bank Guarantee / Letter of Guarantee No.....

Dated

To
M/s Central Transmission Utility (CTU)

Dear Sirs,

In consideration of the Central Transmission Utility (hereinafter referred to as the “CTU” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) agreed to provide its services relates to transmission/ULDC/NLDC/ tohaving its registered office at _____(hereinafter referred to as the.....which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) resulting in the Agreement datedwith charges valued at Rs..... And whereas the said Agreement has been unequivocally accepted by theand the.....having agreed to provide a Bank Guarantee/ Letter of Guarantee in favor of the CTU as payment security guaranteeing to bear the full charges of CTU transmission system including charges for inter-regional links/ULDC charges/NLDC charges amounting to Rs.____For a period of.....

And whereas_____Bank, a body incorporated under the law, having its branch office at_____ - and its Registered/Head Office at_____hereinafter referred to as the “Bank” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and permitted assigns, do hereby guarantee and undertake to pay the CTU on its first written demand any and all monies payable by thein respect of the said transmission charges/ ULDC charges/NLDC charges without any demur, reservation, contest, recourse or protest and/or without any reference to the..... Any such demand made by the CTU on the Bank shall be

conclusive and binding notwithstanding any difference between the CTU andor any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the CTU and further agrees that the guarantee herein contained shall continue to be enforceable till the CTU discharges the guarantee. The decision of the CTU declaring theto be payment default as aforesaid shall be final and binding on the Bank.

The CTU shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against theand to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied between the CTU and theor any other course or remedy or security available to the CTU. The Bank shall not be released of its obligations under these presents by any exercise by CTU or its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the CTU or any other indulgence shown by CTU or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the CTU at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against theand notwithstanding any security or other guarantee the CTU may have in relation to the liabilities.

Notwithstanding anything contained herein above the Bank's liability under this guarantee is restricted to Rs..... and it shall remain in force upto and including and shall be extended from time to time for such period (not exceeding one year), as may be desired by theon whose behalf this guarantee has been given.

These presents shall be governed by and construed in accordance with Indian Laws.

The Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.

Dated this.....day of.....2008 at.....

WITNEES

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)