

# सेंट्रल ट्रांसमिशन यूटिलिटी ऑफ इंडिया लिमिटेड

(पावर ग्रिड कारपोरेशन ऑफ इण्डिया लिमिटेड के स्वामित्व में)

(भारत सरकार का उद्यम)

## CENTRAL TRANSMISSION UTILITY OF INDIA LTD.

(A wholly Owned Subsidiary of Power Grid Corporation of India Limited)

(A Government of India Enterprise)

Ref. No.: CTU/CERC/GNA/2<sup>nd</sup> Amendment

Date: 20/03/2024

### The Secretary

Central Electricity Regulatory Commission  
3<sup>rd</sup> & 4<sup>th</sup> Floor, Chanderlok Building,  
36, Janpath, New Delhi- 110001

**Sub: Draft Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) (Second Amendment) Regulations, 2024 – reg.**

Sir,

This is with reference to CERC Public Notice No. L-1/261/2021/CERC dated 16.02.2024 inviting comments on the Draft Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) (Second Amendment) Regulations, 2024.

Towards this, para wise comments on the draft regulation are enclosed at **Annexure-I**.

Thanking you,

Yours faithfully,

*Ashok Pal,*  
(Ashok Pal)  
Dy.COO (CTUIL)

Encl.: as stated

CTUIL Comments on proposed 2<sup>nd</sup> Amendment to CERC GNA Regulations, 2024

Sl.	Clause as per existing regulation	Changes proposed in draft Amendment	CTUIL proposed changes	Remarks
	NA	2.1(ag-i) "Renewable Energy Implementing Agency" means and includes an entity designated by the Central Government or the State Government to act as Intermediary Procurer to select and buy power from Renewable energy generating station(s) and sell the same to one or more distribution licensees or any other entity in accordance with the Guidelines issued from time to time by the Ministry of Power, Government of India or the Ministry of New and Renewable Energy, Government of India or the State Government.		
	3.5 After scrutiny, the Nodal Agency shall intimate the deficiencies, if any, in the application for grant of Connectivity or grant of GNA, to the Applicant within <b>one week</b> of the receipt of application, in order of date and time of receipt of application. The Applicant shall rectify the deficiency within <b>one week</b> thereafter, failing which the application shall be closed and 20% of the application fee shall be forfeited. Balance 80% of the	3.5 After scrutiny, the Nodal Agency shall intimate the deficiencies, if any, in the application for grant of Connectivity or grant of GNA, to the Applicant within <b>Eighteen (18) days</b> of the receipt of application, in order of date and time of receipt of application. The Applicant shall rectify the deficiency within <b>one week</b> thereafter, failing which the application shall be closed and 20% of the application fee shall be forfeited. Balance 80% of the application fee	3.5 After scrutiny, the Nodal Agency shall intimate the deficiencies, if any, in the application for grant of Connectivity or grant of GNA, to the Applicant within <b>Eighteen (18) days</b> of the receipt of <b>Connectivity</b> application <b>on Land Route else within Seven (7) days of the receipt of application</b> , in order of date and time of receipt of application. The Applicant shall rectify the deficiency within <b>one week</b> thereafter, failing which the application shall be	

CTUIL Comments on proposed 2<sup>nd</sup> Amendment to CERC GNA Regulations, 2024

Sl.	Clause as per existing regulation	Changes proposed in draft Amendment	CTUIL proposed changes	Remarks
	application fee shall be refunded by the Nodal Agency to the Applicant within 15 days of closure of the application.	shall be refunded by the Nodal Agency to the Applicant within 15 days of closure of the application.	closed and 20% of the application fee shall be forfeited. Balance 80% of the application fee shall be refunded by the Nodal Agency to the Applicant within 15 days of closure of the application.	
	3.6. All applications for grant of Connectivity received from the Applicants covered under Regulation 4.1 of these regulations, during the month by 2400 hours of the last day of the month, shall be processed together. The inter-se priority of applications shall be accorded as per the date and time of receipt of the application, wherever required.	Not covered in the draft amendment	The following proviso may be added under Clause 3.6:  <b><i>“Provided that in cases where application has been reverted for correction/clarification, the date and time of the revised application shall be considered.”</i></b>	
	NA	4.1(f) Notwithstanding anything contained under Clauses (a) to (c) of this Regulation, the minimum installed capacity individually or with an aggregate installed capacity to apply for a grant of Connectivity shall be 25 MW in North Eastern Region (NER).		

CTUIL Comments on proposed 2<sup>nd</sup> Amendment to CERC GNA Regulations, 2024

Sl.	Clause as per existing regulation	Changes proposed in draft Amendment	CTUIL proposed changes	Remarks
	<p>5.8(vii) In case of Renewable Power Park Developer, the document shall be submitted in combination of clauses (a) and (b) or combination of clauses (a) and (c) as specified hereunder: .....</p> <p>(c) Bank Guarantee of Rs. 10 lakh/ MW in lieu of ownership or lease rights or land use rights of land for 50% of the land required for the capacity for which Connectivity is sought subject to provisions of Regulations 11A and 11B of these regulations.</p>	<p>5.8(vii) In case of Renewable Power Park Developer, the document shall be submitted in combination of clauses (a) and (b) or combination of clauses (a) and (c) as specified hereunder: .....</p> <p>(c) For a capacity up to 1000MW - Bank Guarantee of Rs. 10 lakh/ MW and for a capacity more than 1000MW - Bank Guarantee of Rs. 100 Crore plus Rs. 5 lakh/ MW for capacity over and above 1000MW, in lieu of ownership or lease rights or land use rights of land for 50% of the land required for the capacity for which Connectivity is sought subject to provisions of Regulations 11A and 11B of these regulations; or</p> <p>(d) Government Order issued by the concerned Government for allotment of the land along with possession documents for 100% of the land required for the capacity for which Connectivity is sought.</p>	<p>5.8(vii) In case of Renewable Power Park Developer, the document shall be submitted in combination of clauses (a) and (b) or combination of clauses (a) and (c) <b>or combination of clauses (a) and (d)</b> as specified hereunder: .....</p> <p>(c) For a capacity up to 1000MW - Bank Guarantee of Rs. 10 lakh/ MW and for a capacity more than 1000MW - Bank Guarantee of Rs. 100 Crore plus Rs. 5 lakh/ MW for capacity over and above 1000MW, in lieu of ownership or lease rights or land use rights of land for 50% of the land required for the capacity for which Connectivity is sought subject to provisions of Regulations 11A and 11B of these regulations; or</p> <p>(d) Government Order issued by the concerned Government for allotment of the land along with possession documents for 100% of the land required for the capacity for which Connectivity is sought.</p>	

CTUIL Comments on proposed 2<sup>nd</sup> Amendment to CERC GNA Regulations, 2024

Sl.	Clause as per existing regulation	Changes proposed in draft Amendment	CTUIL proposed changes	Remarks
	5.8(xi)(a) Letter of Award (LOA) by, or Power Purchase Agreement (PPA) entered into with, a Renewable Energy Implementing Agency or a distribution licensee or an authorized agency on behalf of distribution licensee consequent to tariff based competitive bidding, as the case may be:	Not covered in the draft amendment		<p>As per para 50 of CERC order dated 22.09.2023 in Petition No. 11/SM/2023, CERC has directed the following:</p> <p><i>“50. We observe that there is a requirement to include other documents such as “consent of beneficiaries” or “Rules” or any other requirements in light of stated guidelines. However, since the PPA is to be signed by the procurer with the successful bidder/ project company or an SPV formed by the successful bidder, we consider it appropriate to consider the PPA entered into by the procurer as an eligible document under regulation 5.8(xi) of GNA Regulations. We direct staff of the Commission to process the amendment to GNA Regulations so that a considered view may be taken for projects covered under such guidelines. Till such time an REGS shall be eligible to apply Connectivity on submission of PPA entered into with the procurer for such cases or any of the other two options of Land or BG.”</i></p>

CTUIL Comments on proposed 2<sup>nd</sup> Amendment to CERC GNA Regulations, 2024

Sl.	Clause as per existing regulation	Changes proposed in draft Amendment	CTUIL proposed changes	Remarks
				Accordingly, Regulations 5.8(xi)(a) may be modified suitably.
	5.8(xi) (c) Bank Guarantee of Rs. 10 lakh/ MW in lieu of ownership or lease rights or land use rights of land for 50% of the land required for the capacity for which Connectivity is sought subject to provisions of Regulations 11A and 11B of these regulations.	5.8(xi) (c) For a capacity up to 1000MW - Bank Guarantee of Rs. 10 lakh/ MW and for a capacity more than 1000MW - Bank Guarantee of Rs. 100 Crore plus Rs. 5 lakh/ MW for capacity over and above 1000MW, in lieu of ownership or lease rights or land use rights of land for 50% of the land required for the capacity for which Connectivity is sought subject to provisions of Regulations 11A and 11B of these regulations; or  (d) Government Order issued by the concerned Government for allotment of the land along with possession documents for 100% of the land required for the capacity for which Connectivity is sought.		
	7.1 In the event the Nodal Agency after the interconnection study undertaken in accordance with Regulation 6.1 of these regulations, determines that no augmentation is	7.1 In the event the Nodal Agency after the interconnection study undertaken in accordance with Regulation 6.1 of these regulations, determines that no augmentation is required, the Nodal		

CTUIL Comments on proposed 2<sup>nd</sup> Amendment to CERC GNA Regulations, 2024

Sl.	Clause as per existing regulation	Changes proposed in draft Amendment	CTUIL proposed changes	Remarks
	required, the Nodal Agency shall intimate in-principle grant of Connectivity to the Applicant within <b>30 days</b> from the last day of the month in which the application had been received along with details such as terminal bay(s), already available or to be developed under ISTS through CTU, and minimum design features for dedicated transmission lines to be constructed by the Applicant.	Agency shall intimate in-principle grant of Connectivity to the Applicant within <b>60 days</b> from the last day of the month in which the application had been received along with details such as terminal bay(s), already available or to be developed under ISTS through CTU, and minimum design features for dedicated transmission lines to be constructed by the Applicant.		
	7.2 In case the Nodal Agency, after the interconnection study undertaken in accordance with Regulation 6.1 of these regulations, determines that augmentation (with ATS or without ATS) is required, the Nodal Agency shall intimate in-principle grant of Connectivity to the Applicant within <b>60 days</b> from the last day of the month in which the application had been received:	7.2 In case the Nodal Agency, after the interconnection study undertaken in accordance with Regulation 6.1 of these regulations, determines that augmentation (with ATS or without ATS) is required, the Nodal Agency shall intimate in-principle grant of Connectivity to the Applicant within <b>90 days</b> from the last day of the month in which the application had been received:		
	11.A. (1) An applicant which is REGS (other than Hydro generating station) or ESS (excluding PSP) covered	11.A. (1) An applicant which is REGS (other than Hydro generating station) or ESS (excluding PSP) covered under	11.A. (1) An applicant which is REGS (other than Hydro generating station) or ESS (excluding PSP) covered under	

CTUIL Comments on proposed 2<sup>nd</sup> Amendment to CERC GNA Regulations, 2024

Sl.	Clause as per existing regulation	Changes proposed in draft Amendment	CTUIL proposed changes	Remarks
	<p>under clause (xi)(c) of Regulation 5.8 or Renewable power park developer covered under clause (vii)(c) of Regulation 5.8 of these regulations shall submit documents for land in terms of clause (xi)(b) or clause (vii)(b) of Regulation 5.8, as the case may be, within 180 days of issuance of final grant of Connectivity. The Bank Guarantee shall be returned within 7 days of submission of stipulated documents as a proof of Ownership or lease rights or land use rights.</p>	<p>sub-clause (c) of Clause (xi) of Regulation 5.8 or Renewable power park developer covered under sub-clause (c) of Clause (vii) Regulation 5.8, shall submit documents for land in terms of sub-clause (b) of Clause (xi) or sub-clause (b) of Clause (vii) of Regulation 5.8 of these regulations, as the case may be, within 18 months of issuance of an in-principle grant of Connectivity or within 12 months of issuance of a final grant of Connectivity, whichever is earlier. The Bank Guarantee submitted under sub-clause (c) of Clause (vii) or under sub-clause (c) of Clause (xi) of Regulation 5.8 of these regulations shall be returned within <b>7</b> days of submission of stipulated documents as proof of Ownership or lease rights or land use rights.</p>	<p>sub-clause (c) of Clause (xi) of Regulation 5.8 or Renewable power park developer covered under sub-clause (c) of Clause (vii) Regulation 5.8, shall submit documents for land in terms of sub-clause (b) of Clause (xi) or sub-clause (b) of Clause (vii) of Regulation 5.8 of these regulations, as the case may be within 18 months of issuance of an in-principle grant of Connectivity or within 12 months of issuance of a final grant of Connectivity, whichever is earlier. The Bank Guarantee submitted under sub-clause(c) of Clause (vii) or under sub-clause (c) of Clause (xi) of Regulation 5.8 of these regulations shall be returned within <b>30</b> days of submission of stipulated documents as proof of Ownership or lease rights or land use rights.</p>	
	<p>11.A. (2) An applicant which is REGS (other than Hydro generating station), ESS (excluding PSP) or Renewable power park developer to which final grant of connectivity has been issued, shall submit Auditor's certificate,</p>	<p>11.A. (2) An applicant which is REGS (other than Hydro generating station), ESS (excluding PSP) or Renewable power park developer to which a final grant of connectivity has been issued shall submit an Auditor's certificate,</p>	<p>11.A. (2) An applicant which is REGS (other than Hydro generating station), ESS (excluding PSP) or Renewable power park developer to which a final grant of connectivity has been issued shall submit an Auditor's certificate,</p>	<p>Start date of Connectivity in the Intimation for grant of Connectivity may be different from SCOD as intimated at the time of application due to various reasons and may therefore SCOD intimated at the time of application may not be relevant for</p>



CTUIL Comments on proposed 2<sup>nd</sup> Amendment to CERC GNA Regulations, 2024

Sl.	Clause as per existing regulation	Changes proposed in draft Amendment	CTUIL proposed changes	Remarks
	<p>certifying the release of at least 10% of the project cost including the land acquisition cost through equity within a period of 12 months from the date of issuance of final grant of connectivity.</p>	<p>certifying the release of at least 10% of the project cost including the land acquisition cost through equity latest by 12 months prior to the scheduled date of commercial operation of such applicant:</p> <p>Provided that in case of REGS (other than Hydro generating station) or ESS (excluding PSP) who have been granted Connectivity under sub-clause (a) of Clause (xi) of Regulation 5.8 or are subsequently covered under sub-clause (a) of Clause (xi) of Regulation 5.8, the scheduled date of commercial operation for the purpose of Clause (2)</p>	<p>certifying the release of at least 10% of the project cost including the land acquisition cost through equity latest by 12 months prior to the <b>start date of Connectivity as per the intimation of the final grant of Connectivity.</b></p> <p><b>Provided that if the start date of Connectivity as per the intimation of final grant of Connectivity is less than 12 months from the date of intimation of final grant of Connectivity or date of effectiveness of 2<sup>nd</sup> amendment, compliance shall be made within 3 months from date of intimation of final grant of Connectivity or date of effectiveness of amendment.</b></p> <p><del>Provided that in case of REGS (other than Hydro generating station) or ESS (excluding PSP) who have been granted Connectivity under sub-clause (a) of Clause (xi) of Regulation 5.8 or are subsequently covered under sub-clause (a) of Clause (xi) of Regulation 5.8, the scheduled date of commercial</del></p>	<p>computation of duration for compliances. Further all the commercial liability are linked to the start date of Connectivity and the same is not altered due the change in SCOD date of generation project.</p> <p>In view of above, it is proposed that compliance requirement under Reg. 11.A. for applicants may be linked with the start date of Connectivity as per intimation of final grant of Connectivity.</p>

CTUIL Comments on proposed 2<sup>nd</sup> Amendment to CERC GNA Regulations, 2024

Sl.	Clause as per existing regulation	Changes proposed in draft Amendment	CTUIL proposed changes	Remarks
		<p>of Regulation 11A shall be considered as SCOD, as extended by REIA or a distribution licensee or an authorized agency on behalf of distribution licensee from time to time, subject to the condition that any extension in the timeline to release 10% equity infusion due to extension in SCOD shall not be allowed more than 12 months from the original timeline as per initial SCOD.</p>	<p><del>operation for the purpose of Clause (2) of Regulation 11A shall be considered as SCOD, as extended by REIA or a distribution licensee or an authorized agency on behalf of distribution licensee from time to time, subject to the condition that any extension in the timeline to release 10% equity infusion due to extension in SCOD shall not be allowed more than 12 months from the original timeline as per initial SCOD.</del></p>	
	<p>11.A. (3) An applicant which is REGS (other than Hydro generating station), ESS (excluding PSP) or Renewable power park developer to which final grant of connectivity has been issued, shall have to achieve the financial closure for the capacity of such Connectivity, (a) within a period of 12 months from the date of issuance of final grant of connectivity, if the start date of Connectivity is within 2 years from date of issuance of final grant of connectivity or (b) a period equivalent to 50% time period between issue of</p>	<p>11.A. (3) An applicant which is REGS (other than Hydro generating station), ESS (excluding PSP) or Renewable power park developer to which a final grant of connectivity has been issued shall have to achieve the financial closure for the capacity of such Connectivity, latest by 12 months prior to the scheduled date of commercial operation of such applicant:</p>	<p>11.A. (3) An applicant which is REGS (other than Hydro generating station), ESS (excluding PSP) or Renewable power park developer to which a final grant of connectivity has been issued shall have to achieve the financial closure for the capacity of such Connectivity, latest by 12 months prior to the <b>start date of Connectivity as per the intimation of the final grant of Connectivity.</b></p> <p><b>Provided that if the start date of Connectivity as per the intimation of</b></p>	<p>Start date of Connectivity in the Intimation for grant of Connectivity may be different from SCOD as intimated at the time of application due to various reasons and may therefore SCOD intimated at the time of application may not be relevant for computation of duration for compliances. Further all the commercial liability are linked to the start date of Connectivity and the same is not altered due the change in SCOD date of generation project.</p> <p>In view of the above, it is proposed that compliance requirement under Reg. 11.A.</p>

CTUIL Comments on proposed 2<sup>nd</sup> Amendment to CERC GNA Regulations, 2024

Sl.	Clause as per existing regulation	Changes proposed in draft Amendment	CTUIL proposed changes	Remarks
	<p>final grant of Connectivity and start date of Connectivity, if the start date of Connectivity is more than 2 years from date of issuance of final grant of connectivity:</p> <p>Provided that such an applicant shall submit proof of Financial Closure of the project (with copy of loan sanction letter or proof of first disbursement of loan amount) or copy of board resolution (if internal funding is planned for 100% of the project cost) to CTU within 15 days of achieving the financial closure.</p>	<p>Provided that such an applicant shall submit proof of Financial Closure of the project (with a copy of the loan sanction letter or proof of first disbursement of the loan amount) or a copy of board resolution (if internal funding is planned for 100% of the project cost) to CTU within 15 days of achieving the financial closure:</p> <p>Provided that in case of REGS (other than Hydro generating station) or ESS (excluding PSP) who have been granted Connectivity under sub-clause (a) of Clause (xi) of Regulation 5.8 or are subsequently covered under sub-clause (a) of Clause (xi) of Regulation</p>	<p><i>final grant of Connectivity is less than 12 months from the date of intimation of final grant of Connectivity or date of notification of 2<sup>nd</sup> amendment, compliance shall be made within 3 months from date of intimation of final grant of Connectivity or date of effectiveness of amendment.</i></p> <p>Provided that such an applicant shall submit proof of Financial Closure of the project (with a copy of the loan sanction letter or proof of first disbursement of the loan amount) or a copy of board resolution (if internal funding is planned for 100% of the project cost) to CTU within 15 days of achieving the financial closure:</p> <p><i>Provided that in case of REGS (other than Hydro generating station) or ESS (excluding PSP) who have been granted Connectivity under sub-clause (a) of Clause (xi) of Regulation 5.8 or are subsequently covered under sub-clause (a) of</i></p>	<p>for applicants may be linked with the start date of Connectivity as per intimation of final grant of Connectivity.</p>

CTUIL Comments on proposed 2<sup>nd</sup> Amendment to CERC GNA Regulations, 2024

Sl.	Clause as per existing regulation	Changes proposed in draft Amendment	CTUIL proposed changes	Remarks
		5.8, the scheduled date of commercial operation for the purpose of Clause (3) of Regulation 11 A shall be considered as the SCOD, as extended by REIA or a distribution licensee or an authorized agency on behalf of distribution licensee from time to time, subject to the condition that any extension in the timeline to achieve the milestone of Financial Closure due to extension in SCOD shall not be allowed more than 12 months from the original timeline as per initial SCOD.	<del>Clause (xi) of Regulation 5.8, the scheduled date of commercial operation for the purpose of Clause (3) of Regulation 11 A shall be considered as the SCOD, as extended by REIA or a distribution licensee or an authorized agency on behalf of distribution licensee from time to time, subject to the condition that any extension in the timeline to achieve the milestone of Financial Closure due to extension in SCOD shall not be allowed more than 12 months from the original timeline as per initial SCOD.</del>	
	NA	11.A. (5) In case of Applicants which have been granted Connectivity under sub-clause (a) of Clause (xi) of Regulation 5.8 of these regulations, and whose LoA or PPA gets terminated prior to the COD of the project, for the reasons not attributable to such Applicant and in cases where LoA or PPA has been terminated by the entity and the same has also been agreed by the REIA or Distribution Licensee, such Applicant may convert the Connectivity,	11.A. (5) In case of Applicants which have been granted Connectivity under sub-clause (a) of Clause (xi) of Regulation 5.8 of these regulations, and whose LoA or PPA gets terminated prior to the COD of the project, for the reasons not attributable to such Applicant <b>as certified by REIA</b> and in cases where LoA or PPA has been terminated by the Applicant and the same has also been agreed by the REIA or Distribution Licensee, such	The modalities/ procedural with respect to "...reasons not attributable to such Applicant" needs to be defined. Accordingly, it is submitted that wherever LOA or PPA gets terminated prior to the COD of the project, the "reasons not attributable to applicant" should be considered only when the same is certified by REIA.

CTUIL Comments on proposed 2<sup>nd</sup> Amendment to CERC GNA Regulations, 2024

Sl.	Clause as per existing regulation	Changes proposed in draft Amendment	CTUIL proposed changes	Remarks
		<p>in full or part, granted under sub-clause (a) of Clause (xi) of Regulation 5.8 of these regulations to Connectivity under sub-clause (b) of Clause (xi) of Regulation 5.8 of these Regulations with no change in the start date of Connectivity consequent to such conversion <b>and compliance to requirements of Clause (2) and Clause (3) of this Regulation as applicable to entities covered under subclause (b) of Clause (xi) of Regulation 5.8 of these regulations:</b></p> <p>Provided that in case of conversion of part quantum of Connectivity from LOA or PPA to Land, balance quantum of Connectivity shall be revoked and shall be governed in terms of Regulation 24.6 of these regulations:</p> <p>Provided further that such subsequent conversion from Land to LoA or PPA, for the purpose of fulfilling requirements under Regulation 11A and Regulation 24.6 of these regulations, shall not be</p>	<p>Applicant may convert the Connectivity, in full or part, granted under sub-clause (a) of Clause (xi) of Regulation 5.8 of these regulations to Connectivity under sub-clause (b) of Clause (xi) of Regulation 5.8 of these Regulations with no change in the start date of Connectivity <b>and point of connectivity with ISTS</b> consequent to such conversion. <b>Application for conversion shall be submitted along with land documents and applicant shall comply with all the requirements as specified under Clause (2) and Clause (3) of this Regulation.</b></p> <p>Provided that in case of conversion of part quantum of Connectivity from LOA or PPA to Land, balance quantum of Connectivity shall be revoked and shall be governed in terms of Regulation 24.6 of these regulations:</p> <p>Provided further that such subsequent conversion from Land to LoA or PPA, for the purpose of fulfilling requirements under Regulation 11A and Regulation</p>	

CTUIL Comments on proposed 2<sup>nd</sup> Amendment to CERC GNA Regulations, 2024

Sl.	Clause as per existing regulation	Changes proposed in draft Amendment	CTUIL proposed changes	Remarks
		permitted under Clause (4) of this Regulation.	24.6 of these regulations, shall not be permitted under Clause (4) of this Regulation.	
	11.B. (1) If the Connectivity grantee covered under clause (xi)(c) of Regulation 5.8 or Renewable power park developer covered under clause (vii)(c) of Regulation 5.8 of these regulations, fails to submit the documents in accordance with Clause (1) of Regulation 11A of these regulations, its Connectivity shall be revoked, Bank Guarantee of <b>Rs 10 lakh/MW</b> submitted in lieu of land shall be encashed and Conn-BG1, Conn-BG2 and Conn-BG3 shall be treated in terms of Regulation 24.2 or Regulation 24.3 of these regulations, as applicable.	11.B. (1) If the Connectivity grantee covered under clause (xi)(c) of Regulation 5.8 or Renewable power park developer covered under clause (vii)(c) of Regulation 5.8 of these regulations, fails to submit the documents in accordance with Clause (1) of Regulation 11A of these regulations, its Connectivity shall be revoked, Bank Guarantee <b>submitted in terms of sub-clause (c) of Clause (vii) or sub-clause (c) of Clause (xi) of Regulation 5.8 of these regulations</b> , submitted in lieu of land shall be encashed and Conn-BG1, Conn-BG2 and Conn-BG3 shall be treated in terms of Regulation 24.2 or Regulation 24.3 of these regulations, as applicable.		Provision for the treatment of land BG in case applicant/ grantee reduces/ relinquishes/ withdraws the Connectivity prior to timelines of fulfillment of conditions under Reg. 11A. may be provided.  In this regard, the CTU vide letter dated 24.01.2024 has expressed difficulty under para no. 7(a) of <b>Annexure-X (copy enclosed for ready reference)</b> . The same may be addressed suitably.
	11.B. (2) If the Connectivity grantee fails to submit the documents in accordance with Clause (2) Regulation 11A of these regulations	11.B. (2) If the Connectivity grantee fails to submit the documents in accordance with Clause (2) Regulation 11A of these regulations or fails to	11.B. (2) If the Connectivity grantee fails to submit the documents in accordance with Clause (2) Regulation 11A of these regulations or fails to	

CTUIL Comments on proposed 2<sup>nd</sup> Amendment to CERC GNA Regulations, 2024

Sl.	Clause as per existing regulation	Changes proposed in draft Amendment	CTUIL proposed changes	Remarks
	<p>or fails to achieve the financial closure within the stipulated time or fails to submit the copy of financial closure within the stipulated time as per Clause (3) of Regulation 11A of these regulations, Connectivity shall be revoked and Conn-BG1, Conn-BG2 and Conn-BG3 shall be treated in terms of Regulation 24.2 or Regulation 24.3 of these regulations, as applicable.</p>	<p>achieve the financial closure within the stipulated time or fails to submit the copy of financial closure within the stipulated time as per Clause (3) of Regulation 11A of these regulations, Connectivity shall be revoked and <b>Bank Guarantee submitted under sub-clause (c) of Clause (vii) or sub-clause (c) of Clause (xi) of Regulation 5.8 of these regulations</b> Conn-BG1, Conn-BG2 and Conn-BG3 shall be treated in terms of Regulation 24.2 or Regulation 24.3 of these regulations, as applicable.</p>	<p>achieve the financial closure within the stipulated time or fails to submit the copy of financial closure within the stipulated time as per Clause (3) of Regulation 11A of these regulations, Connectivity shall be revoked and <b>Bank Guarantee submitted under sub-clause (c) of Clause (vii) or sub-clause (c) of Clause (xi) of Regulation 5.8 of these regulations shall be encashed</b> and Conn-BG1, Conn-BG2 and Conn-BG3 shall be treated in terms of Regulation 24.2 or Regulation 24.3 of these regulations, as applicable.</p>	

**सेंद्रल ट्रान्समिशन यूलिटी ऑफ इंडिया लिमिटेड**

(पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड के स्वामित्व में)  
(भारत सरकार का उद्यम)

**CENTRAL TRANSMISSION UTILITY OF INDIA LTD.**

(A wholly owned subsidiary of Power Grid Corporation of India Limited)  
(A Government of India Enterprise)

Ref. No.: CTU/CERC/GNA-18

Date: 24-01-2024

**The Secretary**

Central Electricity Regulatory Commission  
3<sup>rd</sup> & 4<sup>th</sup> Floor, Chanderlok Building,  
36, Janpath, New Delhi- 110001

**Sub: Difficulties faced in implementation of GNA Regulations, 2022 – reg.**

Dear Sir,

This is in continuation to our earlier letters regarding difficulties faced in implementation of GNA Regulations, 2022. CTU is implementing various provisions of the GNA Regulations, 2022; however, a need has been felt for clarifications or guidance for practice directions with respect to certain provisions of the Regulations, which are enclosed at **Annex-I**. As and when required, CTU shall also approach the Commission through petitions on specific issues.

It is requested that the difficulties/suggestions may kindly be considered, and suitable clarification/order/amendment may be issued so that implementation of GNA Regulations can be done in a smooth and time bound manner.

Thanking you,

Yours faithfully,

*Ashok Pal.*

**(Ashok Pal)**  
Dy. COO(CTU)



**1. Dual Connectivity for Bulk Consumers:**

In our earlier letter dated 12.07.23, it was pointed out that unlike generators, Dual Connectivity for Bulk Consumers i.e. connection to both ISTS and Intra-state systems is not provided in GNA Regulations. Dual Connectivity is provided to generators, however, not for the same capacity (i.e. part to ISTS and part to Intra-state). Representations have been received from various Bulk Consumers regarding the requirement of Dual Connectivity for same load capacity to both ISTS and Intra-state transmission system. One of the primary reasons for this requirement is to enable the Bulk Consumers to avail RTC green power, i.e. from ISTS during availability of RE power and banked power from intra-state entities such as DISCOMs through STU network during non/low RE hours.

**2. Grant of GNA<sub>RE</sub> to entities under Regulation 17.1(iii) featuring also in GNA segregation of STU:**

Once GNA (deemed as well as additional) is segregated to various intra state entities by SLDC, it is understood that such segregation is only for the billing purpose, however the grant of GNA remains with the STU only in line with Regulation 18.1 (c) and 22.1. In that case, if any of the intra-state entities including distribution licensee featuring in the GNA segregation applies for GNA<sub>RE</sub> as an eligible entity under Regulation 17.1(ii) with NOC from STU, the same is being considered for grant of GNA<sub>RE</sub> keeping in view the fact that (a) the segregation of STU's GNA to various entities is only for billing purpose and the GNA grant still remains with STU, not to the entities (b) GNA grantee shall not be eligible to obtain GNA<sub>RE</sub> as per GNA Regulation 20.6.

**3. Grant of additional GNA to STUs for application received under Regulation 19.1:**

As per Regulation 22.1(a)-

*“(a) The Nodal Agency shall process all applications received under Regulation 19.1 of these regulations together, within two months from last day of receipt of applications and grant additional GNA to STU based on available transmission capacity, or on pro-rata basis, if necessary. GNA once granted shall remain valid until relinquished.”*

Hon'ble commission has extended the timeline for GNA application submission under Regulation 19.1 by STUs till 31.03.2024. Keeping in view the urgency expressed by various STUs towards enhancing their GNA quantum, CTU is processing these applications as early as possible without waiting for all the applications and then processing them together.

**4. Applicability of minimum 50 MW quantum for application of GNA by an injecting entity covered under Regulation 17.1 (vi):**

As per regulation 22.2(b-ii),

*“(b-ii) Entities covered under clause (vi) of Regulation 17.1 and applying GNA for injection into the ISTS shall comply with all requirements as applicable to entities under Regulation 4.1.....”*

According to above clause, it is understood that requirements like Conn-BGs for existing/ augmentation/ ATS etc. for intra-state injecting entities would be similar to that of entities under Regulation 4.1, however, as many such intrastate injecting entities with installed capacities less than 50 MW would require transfer of power using ISTS network, these entities should be eligible to apply for less than 50 MW GNA quantum unlike the 50 MW threshold applicable for entities under Regulation 4.1.

**5. Enabling provisions for sharing of the terminal bay / switchyard / connecting line to ISTS among injecting entities covered under Reg. 4.1 and drawal entities covered under Reg. 17.1(iii)**

Sharing of terminal bay of an ISTS sub-station / switchyard / line connecting to ISTS among injecting entities (Reg. 4.1) has been covered under Reg. 5.6 and same among drawee entities (Reg. 17.1 (iii)) has been covered under Reg. 17.3. However, there is no enabling provision for sharing of terminal bay of an ISTS sub-station / switchyard / line connecting to ISTS amongst injecting and drawee entities. Earlier also, CTU vide letter dated 12.07.2023 to CERC had proposed that such sharing may be allowed in order to plan optimized transmission system.

In this regard, an application has been received from RE project of M/s Reliance Industries Ltd. (254.5MW) for sharing the switchyard of its Bulk Consumer entity (800MW) at Jamnagar which is being interconnected to ISTS at Jam Khambhaliya PS through 400kV D/c line being implemented by licensee at cost of RIL (Bulk Consumer entity). The application was discussed in the monthly consultation meeting held on 29.11.2023 and also in a separate meeting amongst CEA, CTU, GRID-INDIA, GETCO & RIL on 14.12.2023 wherein all parties agreed that the proposed sharing arrangement would lead to optimal utilisation of transmission infrastructure. However, certain comments were received from GRID-INDIA w.r.t. proposed sharing arrangement. Schematic and proposed metering arrangement as informed by RIL as well as comments of GRID-INDIA are given at **Appendix-I**.

Other applications of similar nature requiring sharing of terminal bay of an ISTS sub-station / switchyard / line connecting to ISTS amongst injecting and drawee entities are also expected to be received in future.

Accordingly, it is requested to give suitable direction in this regard.

**6. Intimation for firm date of start of Connectivity:**

In our earlier letter it was referred that timeline for final grant of connectivity for cases with augmentation without ATS route need to be aligned for cases with augmentation with ATS route. As per Regulation 8.3:

*“(b) The Nodal Agency, within 6 (six) months of furnishing of Conn-BG1 as per clause (a) of this Regulation, shall intimate to such entity, (i) amount of Conn-BG2 to be furnished towards ATS and terminal bay(s), which shall not exceed the estimated cost intimated under Regulation 7.2 of these regulations, (ii) the timeline for completion of ATS and terminal bay(s), and (iii) **firm date of start of Connectivity**...*

Further, Regulation 9.1 of GNA Regulations provides that:

***“Within 15 days of receipt of Conn-BG2 and Conn-BG3, as applicable, the Nodal Agency shall intimate the final grant of Connectivity to the entity that has been intimated in-principle grant of Connectivity.***

The difficulties faced and proposed solution in case of grant of connectivity with **Augmentation with ATS** are given below :

<b>Steps Involved</b>	<b>Difficulties faced</b>	<b>Solution Suggested</b>
In principle grant within 60 days	-	-
Conn-BG1 submission in next 30 days	-	-
Conn-BG2 intimation and Firm start date of connectivity within next six months	Firm start date of connectivity can only be intimated upon award of the associated transmission system. If the projects are awarded without availability of Conn-BG2, then in the event the applicant is not willing to submit Conn BG2, then the awarded project need to be annulled which would lead to complications/litigation as well as financial obligation under TBCB regime.	Intimation of Conn-BG2 amount and start date of connectivity may be informed at the time of in-principle grant of connectivity based on information available at that time. The Conn BG2 along with its consent for execution of ATS and terminal bay(s) may be submitted along with Conn-BG1 within one month of the grant of in-principle connectivity. Based on availability of Conn BG2, other activities like approval and bidding process would be carried out for implementation of ATS.  The firm start date of connectivity can be intimated after award of the project along with final grant of connectivity.
Final grant of connectivity within next 15 days of submission of Conn-BG2	Final grant of connectivity requires SCOD of the transmission system which shall be known after the award of the transmission system. It may not be practically possible to ensure award of transmission system within 15 days of submission of Conn-BG2.	Intimation of final grant of connectivity along with final date of connectivity may be issued after award of the augmentation (with ATS) system or within six months of submission of Conn-BG2, provided that in this case if issue of such intimation takes more than six months' time then CTU would intimate the reason for such delay to the applicant along with a copy to CERC.

Similarly, the difficulties faced and proposed solution in case of grant of connectivity with **Augmentation without ATS** are given below:

<b>Steps Involved</b>	<b>Difficulties faced</b>	<b>Solution Suggested</b>
In principle grant within 60 days	-	-
Conn-BG1/BG2/BG3 submission in next 30 days	-	-
Final grant of connectivity indicating SCOD of the substation within next 15 days of submission of Conn-BGs	Final grant of connectivity requires SCOD of the transmission system which shall be known after the award of the transmission system. It may not be practically possible to ensure award of transmission system within 15 days of submission of Conn-BG2 & Conn-BG3.	Intimation of final grant of connectivity along with final date of connectivity may be issued after award of the augmentation (without ATS) system or within six months of submission of Conn-BG2 & Conn-BG3, provided that in this case if issue of such intimation takes more than six months' time then CTU would intimate the reason for such delay to the applicant along with a copy to CERC.

**7. Clarification vis-a-vis reduction of Connectivity quantum and treatment of Land/Conn-BG:**

As per GNA Regulation 11A, an applicant shall submit documents for land in terms of Clause (xi)(b) or Clause (vii)(b) of Regulation 5.8, as the case may be, within 180 days of issuance of final grant of Connectivity. The Bank Guarantee shall be returned within 7 days of submission of stipulated documents as a proof of Ownership or lease rights or land use rights.

Further, as per CERC order dated 01.10.2023, in petition no. 15/SM/2023, in case the application of an entity is closed due to non-submission of Conn-BG1, Conn-BG2 or Conn-BG3, the Bank Guarantee of Rs. 10 lakh/ MW submitted in lieu of land documents shall be returned within one month from the closing of the Connectivity Application.

However, in cases, where applications are made under the Land-BG route, treatment of land BG is not specified in the following scenarios:

- i. In case of Withdrawal of application under Regulation 3.7, wherein withdrawal of Connectivity application is permitted before in-principle grant of Connectivity with refund of 50% application fees.
- ii. In case of Relinquishment of Connectivity under Regulation 24, wherein Connectivity grantee(ies) are permitted to relinquish the Connectivity by giving a notice of 30 days.

In view of above, clarity regarding treatment of Land-BG is required in the following scenarios:

- a. **In case an applicant requests for reduction/ withdrawal/ relinquishment of its Connectivity quantum**
  - Prior to the grant of in-principle grant of Connectivity
  - From in-principle grant of Connectivity to submission of Conn-BGs

- From submission of Conn-BGs to Final grant of Connectivity
- From Final grant of Connectivity to 180 days from the date of final grant of Connectivity or during scrutiny period beyond 180 days.

**b. Submission of land documents corresponding to a quantum lower than the Connectivity quantum**

Under Regulation 11B(1), treatment of Land-BG in case of failure to submit the document by applicants/grantees in accordance with Regulation 11A has been specified. However, if the Connectivity grantee submits documents for partial land and requests for modification of the Connectivity quantum corresponding to the land submitted, whether the full Connectivity should be revoked and Land-BG corresponding to full quantum shall be encashed or pro-rata to be applied. Further, Conn-BG1, Conn-BG2 and Conn-BG3 shall be treated in terms of Regulation 24.2 or Regulation 24.3 of GNA Regulations.

**c. Conversion of Connectivity under Land-BG route to LoA route**

In case a developer requests for conversion of connectivity from Land-BG to LOA Route in line with Regulation 11(A) 4 for partial capacity, whether the same is allowed and if so how will the Land-BG for the partial capacity be treated?

Further as per regulation 10.6:

*“10.6 In case of failure to sign the Connectivity Agreement by the entity that has been intimated final grant of Connectivity, as required under Regulation 10.3, the Nodal Agency may extend the time for signing the Connectivity Agreement for a maximum period of 30 days, failing which the final grant of Connectivity shall be revoked by the Nodal Agency under intimation to the Applicant, the Conn-BG1, Conn-BG2 shall be encashed, and Conn-BG3 shall be returned.*

*Provided that where no construction of ATS or terminal bays has been awarded for implementation, Conn-BG2 shall be returned within a month of such revocation.”*

As per above provision it is understood that Conn-BG3 shall be returned (full/proportional) for projects granted connectivity on augmentation without ATS route, for withdrawal/surrender/reduction of connectivity during the time from submission of Con BGs till signing of the connectivity agreement.

Considering various provisions of GNA Regulations, treatment of application fee, Land BG and Conn-BGs during the various stages of processing the connectivity applications have been tabulated and attached at **Appendix-II**. Treatment mentioned in yellow highlighted cells are not explicitly covered in the Regulation/SM orders but have been filled based on CTUs understanding. Requisite clarification/direction for the same may be provided.

**8. Applicability of one time GNA charges for bulk consumers:**

As per regulation 40.2:

*“40.2 One time GNA charges shall be payable by entities covered under Regulation 4.1 and clause (iii) of Regulation 17.1 of these regulations in terms of clause (d) of Regulation 22.2 of these regulations.*

*Provided that One-time GNA charges shall not be payable for the capacity which has been **declared commercial operation** as on date of coming into effect of these Regulations...*

CTU has received the representation from a bulk consumer which are already connected to intra-state network and drawing power from STU network. However, with the enabling provisions of GNA regulations, they have made an application for grant of GNA as an eligible entity under 17.1(iii) with NoC from concerned STU to disconnect from STU network to connect to ISTS directly. In such cases difficulties are faced in determination of one time GNA charges as their plants are operational before the effectiveness of GNA regulations and their GNA quantum mentioned in the application cater the existing and future requirement. Similarly, some commissioned generators already connected to STU network are applying for ISTS connectivity with state NoC and one time GNA charges shall be zero for such projects as per above provision. Further there is no concept of commercial operation date in case of bulk consumers unlike generation projects. Therefore, in case of bulk consumers, commercial operation date may be replaced with the date of commencement of drawl of power from ISTS. Accordingly following is proposed-

*“Provided that One-time GNA charges shall not be payable for the capacity which has been **declared commercial operation** and connected to ISTS and commencement of drawal/injection of power has started as on date of coming into effect of these Regulations...”*

## **9. Signing of Connectivity Agreement:**

In the erstwhile CERC Connectivity Regulations, 2009, two agreements used to be signed, “Connectivity Agreement” for Connectivity/LTA grantees comprising of mainly commercial conditions and “Connection Agreement” for connectivity grantees as well as ISTS transmission licensees, prior to physical connection of the entity to the ISTS grid. As per Regulation 10.3 of GNA Regulations, 2022 “... *Connectivity Agreement shall be signed between the Nodal Agency and the entity which has been intimated final grant of Connectivity...*”. Further, the Regulation 10.1 provides that “...*the entity is not in possession of the final technical connection data, it may furnish tentative data to form part to the Connectivity Agreement...*”. Accordingly, CTU is going ahead with signing of Connectivity Agreement in two parts, as follows:

- **Connectivity Agreement Cat-1:** Primarily to cover commercial aspects including Conn-BGs related matters and tentative technical data.
  - ✓ As per Regulations 10.1 of GNA Regulations, Tentative technical data would be made part of the Cat-1 agreement without any scrutiny and issuance of Connection details.
  - ✓ Upon submission of final technical data, the same would be scrutinised followed by issuance of connection offer and signing of Cat-2 connectivity agreement which shall become integral part of Connectivity agreement (Cat-1).
  - ✓ This agreement (Cat-1) shall be signed between CTU and applicant only, within 30 days of date of intimation for final grant of connectivity irrespective of submission of technical data final or tentative.

- **Connectivity Agreement Cat-2:** Primarily to cover technical aspects and final technical data.
  - ✓ Final technical data shall be submitted by entity at least one year prior to physical connection as already envisaged in the Regulation 10.1.
  - ✓ Cat-2 agreement shall be signed after issuance of final technical connection details.
  - ✓ This agreement shall be signed between CTU, applicant, and other parties such as ISTS licensee(s) etc. as per timeline specified in Regulation 10.

The Cat-2 becomes a part of Cat-1. While Connectivity Agreement (Cat-2) is almost the same as the earlier “Connection Agreement”, Connectivity Agreement (Cat-1) has been developed as per the GNA Regulation, put up on website for public responses and after incorporating the same finalised model agreement intimated to CERC vide our letter dated 04-01-2024.

It may be noted that depending upon the circumstances, Cat-1 & Cat-2 could be signed at different time frame. Upon signing of Cat-1, the applicant becomes Connectivity grantee. However, physical connection to ISTS shall be allowed after signing of Cat-2 agreement. In specific cases, where signing of Cat-1 agreement is not feasible prior to physical connection, connection to grid may be allowed by signing of Cat-2.

**Connectivity Agreement – IEGC:** For Bulk Consumer, Distribution licensee, ISTS licensee, and Intra-state licensee, a separate Connectivity Agreement viz “Connectivity Agreement – IEGC” shall be signed in fulfilment of requirement under IEGC, 2023. The content of the agreement covers technical aspects similar to connectivity agreement Cat-2. This agreement shall be signed amongst CTU, TSP, STU, Bulk Consumers, Distribution Licensees, etc. as applicable i.e comprising of parties getting connected along with CTU.

It may be mentioned that as per GNA Regulation 10.3, connectivity agreement is to be signed within 30 days of intimation for final grant of connectivity. However due to a number of transition cases for LTA/connectivity, subsequent amendment in GNA regulations, notification of IEGC regulations 2023 etc., format of connectivity agreement was modified after stakeholders’ consultation and format of finalised model connectivity agreement was intimated to CERC vide CTU letter dated 04.01.2024. Because of above, connectivity agreements could not be signed for connectivity granted/transitioned in the intervening period which were supposed to be signed within 30 days timeline prescribed under GNA regulations. Signing of connectivity agreement for such grants is now being regularised. After clearing of the backlog, it shall be strived to sign subsequent connectivity agreement within the prescribed time period of 30 days.

## **10. Grant of GNA and GNARE to same company/entity having different plants/load centres**

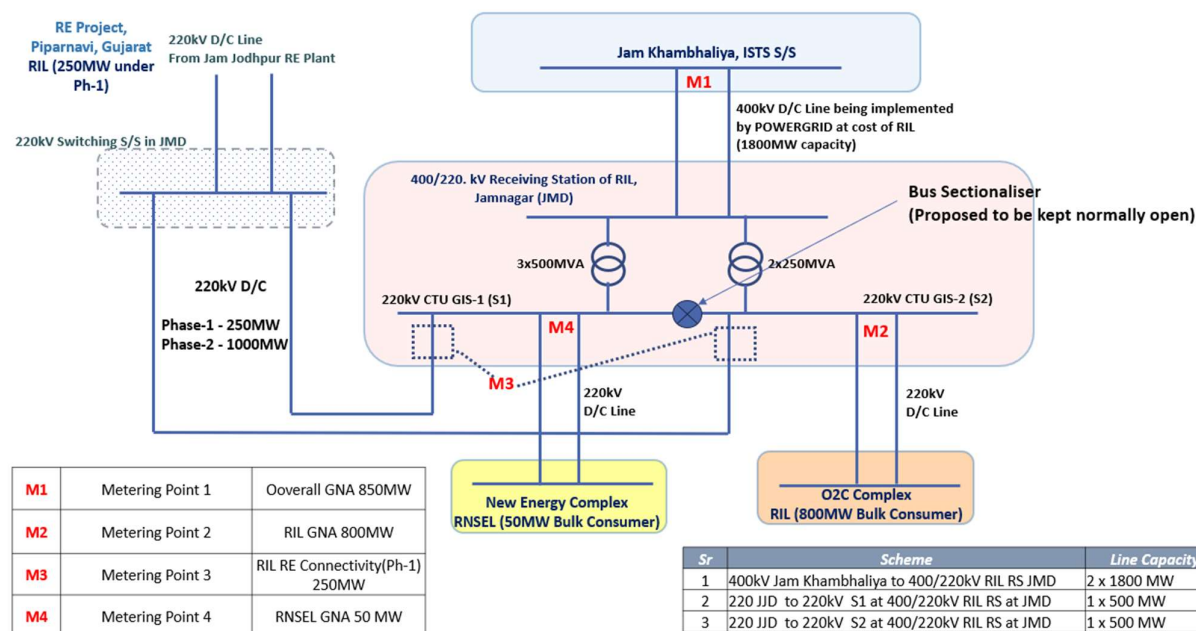
As per Regulation 20.6, an entity which is a GNA grantee shall not be eligible to obtain GNARE. There are companies/entities having different plants/load centres located in different parts of the grid. The same applicant company/entity want to seek GNA for some plants/load centres and GNARE for some other. It is understood that if each plant/load centre of same applicant company/entity has distinct switchyard and connectivity which can be monitored separately, they may be individually allowed to seek GNA or GNARE for each of its plants/load centres.

## **11. Change of connectivity grantee from RE generator to RE Power Park developer (RPPD)**

CTU has received representation from few developers whether they can apply as RE generators and later on change their connectivity from REGS to RPPD and timeline for such change. It is understood that no such provisions are available to address the above requests as per GNA Regulations. Suitable clarification/direction is required whether such request can be entertained, and conversion can be allowed by CTU along with its timeline.



## Schematic and proposed metering arrangement as per RIL:



Application has presently been made by M/s RIL for Phase-1 RHGS (254.5MW).

GRID-INDIA highlighted certain issues which need to be addressed while considering the proposal for grant of connectivity to the RIL hybrid renewable plant (RHGS) of 250 MW (in Phase-1) + 1000 MW (in Phase-2) at 765/400 kV Jam Khambalia ISTS sub-station with the dedicated 2x400 kV lines to 400/220 kV Jamnagar (JMD) GIS of RIL.

### 1. Control Area for Scheduling, Accounting, and deviation settlement:

Under the extant regulations, "RHGS" and "Bulk consumer" are two distinct entities. CEA Technical Standards for connectivity defines 'Bulk consumer' as a consumer who avails supply at 33 kV or above. RHGS is defined in the CERC(GNA)-Regulations 2022 as a generating station based on hybrid of two or more renewable sources of energy with or without energy storage systems.

The proposed connectivity to one 800 MW bulk consumer (RIL) and a 1250 MW (Hybrid RE plant) at a single ISTS point, would lead to creation of two different categories of regional entities (one load entity and one injecting entity or RHGS generator). For scheduling, energy accounting and monitoring actual interchanges in real time, their control area boundaries must be clearly defined.

As per the grid code, regional entity boundaries for scheduling and energy accounting are established by placement of energy meters which report to RLDCs. Such energy meters are placed on ISTS interface points only which ensures compliance of extant regulations for scheduling and loss administration. **For this case, upon grant of connectivity to RIL-RHGS, the ISTS inter-face point has to be shifted behind the 400 kV Jam-Khambalia bus (i.e. below the existing ISTS point) to another location inside the switch-yard of the 220 kV JMD (Reliance) s/s. This is an exception to the established practice followed for inter-face energy metering at ISTS level wherein the metering jurisdiction of RLDC is likely to be extended to an internal system of RIL. Hence this would require a direction from CERC to facilitate the proposed connectivity.**

### 2. Pooling and De-pooling of energy interchanges:

With the proposed connectivity, the energy interchanged by two regional entities (load and RHGS generation) must be pooled and de-pooled at ISTS interface. Deviation accounting shall be segregated as per the DSM Regulations which have different provisions for a Buyer (bulk consumer) and a WS seller (viz. RE or RHGS plant). At present, such pooling and de-pooling at an ISTS RE pooling station is done by a "Lead Generator" whose role is clearly defined in the Grid Code. **However, the present Grid Code has no such provision which recognizes any such entity for pooling and de-pooling of energy interchanged at the same ISTS point by a Generator and a Load. Thus, in absence of a clear mandate in the regulations, we might require directions from the Hon'ble CERC specifying modalities for such pooling and de-pooling for avoiding any future dispute w.r.t. deviation accounting and settlement.**

### 3. Compliance to CEA Technical Standards:

With the proposed connectivity, both the entities shall be connected at a single ISTS point which would be the point of interconnection (POI) for the RHGS plant as well as the Bulk Consumer. **The Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations have mandated different compliance requirements for these two entities. Methodology to verify the compliance to these standards at the POI needs to be devised for facilitating monitoring such compliances in real time operation as both the RIL bulk consumer & RHGS are sharing same transmission system.**

## Appendix-II

Treatment of Application Fee and Various BGs								
Sr No	App Processing Steps	Situation	Transmission system	Return of Application fees	Land-BG	Conn-BG1	Conn-BG2	Conn-BG3
1	After Application	Withdrawal/surrender	NA	50%	return	NA	NA	NA
		Reduction	NA	NA	return in proportion	NA	NA	NA
2	After In-Principle Grant	Withdrawal/surrender	NA	NA	return	NA	NA	NA
		Reduction	NA	NA	return in proportion	NA	NA	NA
3	After Conn-BGs submission	Withdrawal/surrender	Existing	NA	return	encash	depends on award	return
			Augmentation without ATS	NA	return	encash	depends on award	return
			Augmentation with ATS	NA	return	encash	depends on award	NA
		Reduction		NA	return in proportion	NA	NA	return in proportion
4	After issuance of Final grant	Withdrawal/surrender	Existing	NA	encash	encash	depends on award	return
			Augmentation without ATS	NA	encash	encash	depends on award	return
			Augmentation with ATS	NA	encash	encash	depends on award	NA
		Reduction		NA	encash in proportion	NA	NA	return in proportion
5	Non-signing of CAT-1 agreement		Existing	NA	encash	encash	depends on award	return
			Augmentation without ATS	NA	encash	encash	depends on award	return

Treatment of Application Fee and Various BGs								
Sr No	App Processing Steps	Situation	Transmission system	Return of Application fees	Land-BG	Conn-BG1	Conn-BG2	Conn-BG3
			Augmentation with ATS	NA	encash	encash	depends on award	NA
6	After agreement signing	Relinquishment-Full	Existing	NA	encash	encash	encash if award placed	encash
			Augmentation without ATS	NA	encash	encash	encash if award placed	encash
			Augmentation with ATS	NA	encash	encash	encash if award placed	encash
		Relinquishment-Part	Existing	NA	encash in proportion	Return after COD	encash in proportion if award placed	encash in proportion
			Augmentation without ATS	NA	encash in proportion	Return after COD	encash in proportion if award placed	encash in proportion
			Augmentation with ATS	NA	encash in proportion	Return after COD	encash in proportion if award placed	NA
7	Non-submission of land Docs	Full		NA	encash	Revocation and treatment as per full Relinquishment		
		Part		NA	encash	Revocation and treatment as per part Relinquishment		
8	Non-fulfilment of conditions of equity & FC	Full		NA	encash	Revocation and treatment as per full Relinquishment		