

Date: 16.09.2024**Ref:** AMSPL/CERC/2024/01

To,
Secretary
Central Electricity Regulatory Commission
3rd & 4th Floor, Chanderlok Building,
36, Janpath, New Delhi – 110001

Subject: Comments on Draft CERC (Connectivity and General Network Access to the Inter-State Transmission System (Third Amendment) Regulations, 2024

Reference: Public Notice dated 31.07.2024 (notification No. L-1/261/2021/CERC) inviting written suggestions / objections / comments from stakeholders

Respected Sir,

This is with reference to the Public Notice dated 31.07.2024 issued by Hon'ble Commission for inviting written suggestions/ objections/ comments from stakeholders on draft CERC (Connectivity and General Network Access to the Inter-State Transmission (Third Amendment) Regulations, 2024.

Amplus Solar is Asia's leading distributed energy company providing low-carbon clean energy solutions to commercial and industrial customers by setting up on-site solar projects (rooftop and ground-mounted) and off-site solar farms. Amplus Solar has also diversified into new avenues such as battery storage, residential solar, and electric vehicle-based logistics solutions.

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Amplus Solar's operational plants are expected to cumulatively generate 22 billion units of electricity over their lifetime. The carbon dioxide abatement over the lifetime of these projects amounts to 21 million metric Tonnes and the environmental impact can also be equated to 24 million mature trees absorbing carbon dioxide for 40 years.

Amplus Solar is a member of the Petroleum Nasional Berhad (PETRONAS) group, Malaysia and is headquartered in Gurugram, India with regional offices in Bangalore, Mumbai, Pune, Bangkok, Dubai, and Kuala Lumpur. PETRONAS recently established Gentari Sdn Bhd (GENTARI) to independently pursue and deliver integrated sustainable energy solutions, and to capture opportunities in the energy transition. GENTARI offers lower carbon solutions through three initial core pillars – Renewable Energy, Hydrogen and

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Green Mobility, forming a portfolio of solutions cutting across the electron value chain to help customers achieve net zero emissions.

We are hereby submitting our comments under ANNEXURE - I on above referred subject for kind consideration of the Hon'ble Commission.

Thanking you,

For Amplus Energy Solutions Private Limited



Vivek Ranjan

Manager-Regulatory



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ANNEXURE - I

Comments on Central Electricity Regulatory Commission Draft (Connectivity and General Network Access to the Inter-State Transmission System) (Third Amendment) Regulations, 2024

S. No.	Regulation/ Clause No. of the Draft Regulation	Draft Regulation Title	Provisions in Draft Regulations	Comments
1.	3.7.2	Application for Grant of Connectivity & GNA	<p>3.7.2 If any application is withdrawn for partial quantum based on the availability of evacuation capacity at the substation at which Connectivity has been sought before the in-principle grant of Connectivity in terms of Regulation 7 of these regulations, such cases shall be dealt with by the Nodal Agency in the following manner:</p> <p>(i) BG submitted in terms of Clause (vii)(c) or Clause (xi)(c) of Regulation 5.8 of these regulations, as the case may be, shall be refunded to the Applicant within 15 days of withdrawal of the application for the proportionate quantum which is withdrawn.</p> <p>.....</p> <p>...</p>	<p>With respect to the first paragraph of Regulation 3.7.2 of the draft CERC (Connectivity and General Network Access to the Inter-State Transmission (Third Amendment) Regulations, 2024 (hereinafter referred to as the “Draft GNA (Third Amendment) Regulations, 2024”), it is submitted that a plain reading of the paragraph suggests a prima facie interpretation that the application for withdrawal of connectivity for a partial quantum is conditional upon the availability of evacuation capacity at the substation where connectivity has been sought before the in-principle grant of connectivity.</p> <p>However, it is important to note that if a developer is withdrawing a connectivity application for a partial quantum, it implies that the developer has already applied for connectivity at the relevant substation.</p> <p>In view of the above, it is respectfully requested that the Hon'ble Commission consider adding the phrase “wherein the application for grant of connectivity was made” after the words “partial quantum” in</p>



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				<p>the first paragraph of Regulation 3.7.2 of the CERC Draft GNA (Third Amendment) Regulations, 2024.</p> <p><i><u>“3.7.2 If any application is withdrawn for partial quantum wherein application for grant of Connectivity was made based on the availability of evacuation capacity at the substation at which Connectivity has been sought before the in-principle grant of Connectivity in terms of Regulation 7 of these regulations, such cases shall be dealt with by the Nodal Agency in the following manner:”</u></i></p> <p>Furthermore, clause (i) of Regulation 3.7.2 of the Draft GNA (Third Amendment) Regulations, 2024, states that the Land-Bank Guarantee (Land-BG) submitted under Clause (vii)(c) or Clause (xi)(c) of Regulation 5.8 must be refunded to the applicant within 15 days of the withdrawal of the application, for the proportionate quantum that is withdrawn. However, as per the industry standards, the practice is either to amend the existing Bank Guarantee (BG) to reflect the reduced amount for the remaining quantum or to submit a new BG for the remaining quantum, with the original BG being refunded by the Nodal Agency to the developer.</p> <p>In view of the above, we respectfully request the Hon’ble Commission to clarify the modalities for refunding the Land BG to the developer in cases where the connectivity application is partially withdrawn before the in-principle grant of connectivity.</p>



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2.	3.7.3	Application for Grant of Connectivity & GNA	<p>3.7.3 If any application is withdrawn after the in-principle grant of Connectivity and before the final grant of Connectivity, the Nodal Agency shall deal with such cases in the following manner:</p> <p>(a) 100% of the application fee shall be forfeited;</p> <p>(b) 5% of the BG submitted in terms of Clause (vii)(c) or Clause (xi)(c) of Regulation 5.8 of these regulations, as the case may be, shall be forfeited and balance 95% of BG shall be returned to the Applicant within 15 days of withdrawal of the application.</p> <p>(c) If Conn BG1, Conn-BG2, Conn-BG3, as applicable, have been furnished, Conn BG-1, Conn-BG2 shall be encashed and Conn-BG3 shall be returned by the Nodal Agency:</p> <p>Provided that where ATS or terminal bays have not been awarded for</p>	<p>Regarding clause (b) of Regulation 3.7.3 of the Draft GNA (Third Amendment) Regulation, 2024 CERC has proposed the forfeiture of 5% of the Land-BG submitted under clause (vii)(c) or clause (xi)(c) of Regulation 5.8 if an application is withdrawn after the in-principle grant of Connectivity and before the final grant of Connectivity. However, CERC in its Order dated 01-10-2023 in Petition No. 15/SM/2023 in the matter of Removal of Difficulties (Third Order) in giving effect to certain provisions of CERC (Connectivity and General Network Access to the Inter-State has held that the Land-BG submitted in terms of clause (vii)(c) or clause (xi)(c) of Regulation 5.8 shall be returned within one month from the closing of connectivity application for the cases wherein application is withdrawn after the in-principle grant of connectivity and before the final grant of connectivity. The relevant of the Order is reproduced below:</p> <p><i>“Issue No. 2: Treatment of Land BGs in case of failure to furnish Conn-BG 1, Conn-BG 2 & Conn-BG 3, as applicable, subsequent to in-principle grant of Connectivity:</i></p> <p><i>10. We are of the considered view that in case the application of an entity is closed due to non-submission of Conn-BG1, Conn-BG2 or Conn-BG3, <u>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.</u>”</i></p>



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			<p>implementation as on the date of withdrawal, Conn-BG2 shall be returned to the Applicant within 15 days of such withdrawal of the application.</p>	<p>(Emphasis Provided)</p> <p>In view of the above, it is respectfully requested that the Hon'ble Commission remove the provision related to forfeiture of 5% of the Land-BG submitted in lieu of land documents under clause (vii)(c) & clause (xi)(c) of Regulation 5.8 in cases where the application is withdrawn after the in-principle grant of Connectivity and before the final grant of Connectivity. Furthermore, it is requested that the Hon'ble Commission refrain from enforcing clause (b) of Regulation 3.7.3, as proposed in the Draft GNA (Third Amendment) Regulations, 2024 for developers who have already submitted connectivity application to CTUJIL in accordance with the clarificatory order dated 01-10-2023 in Petition No. 15/SM/2023 issued by the Hon'ble CERC and prior to the applicability of the GNA (Third Amendment) Regulations, 2024.</p> <p>Further, with respect to clause (c) of Regulation 3.7.3 of the Draft GNA (Third Amendment) Regulations, 2024, it is humbly submitted that projects that applied for a grant of connectivity before the issuance of the GNA (Third Amendment) Regulations, 2024 by the Hon'ble CERC shall be governed by the previous GNA Regulations and not be included in the GNA (Third Amendment) Regulations, 2024.</p>

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3.	3.7.4(b)	Application for Grant of Connectivity & GNA	<p>3.7.4 If any application is withdrawn after the final grant of Connectivity and before the signing of the Connectivity Agreement, the Nodal Agency shall deal with such cases in the following manner:</p> <p>(b) 25% of the BG submitted in terms of Clause (vii)(c) or Clause (xi)(c) of Regulation 5.8 of these regulations, as the case may be, shall be forfeited and balance 75% of BG shall be returned to the Applicant within 15 days of withdrawal of the application.</p> <p>.....</p>	<p>With respect to clause (b) of the Regulation 3.7.4 in the Draft GNA (Third Amendment) Regulations, 2024, the Hon'ble CERC has proposed the forfeiture of 25% of the Land-BG submitted in lieu of land documents under clause (vii)(c) or clause (xi)(c) of the Regulation 5.8 if the connectivity application is withdrawn after the final grant of Connectivity and before the signing of the Connectivity Agreement. However, a 25% forfeiture of the Land-BG represent a significant financial loss for the developer and could restrain developers from applying for Connectivity. Therefore, we request the Hon'ble Commission to consider reducing the forfeiture amount from 25% to 10% of the Land-BG and revise clause (b) of Regulation 3.7.4 of the Draft GNA (Third Amendment) Regulations, 2024 as depicted below:</p> <p><i>“3.7.4 If any application is withdrawn after the final grant of Connectivity and before the signing of the Connectivity Agreement, the Nodal Agency shall deal with such cases in the following manner:</i></p> <p><i>(b) <u>10%</u> of the BG submitted in terms of Clause (vii)(c) or Clause (xi)(c) of Regulation 5.8 of these regulations, as the case may be, shall be forfeited and balance 75% of BG shall be returned to the Applicant within 15 days of withdrawal of the application.”</i></p>
4.	3.7.5	Application for Grant of Connectivity & GNA	3.7.5 Any withdrawal of application for partial quantum shall only be permitted under Regulation 3.7.2 and shall not be permitted under Clauses 3.7.3 and 3.7.4 of this Regulation.	<p>It is respectfully requested that the Hon'ble Commission allow the Developer to withdraw the connectivity application for partial quantum after the in-principle grant of Connectivity and before the final grant of Connectivity. This is because the entire process, from the grant of in-principle connectivity to the submission of the applicable</p>



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				<p>Bank Guarantees (BGs), generally takes 2-8 months until the final grant of Connectivity is issued.</p> <p>The development of a Renewable Energy (RE) project can be influenced by various factors such as land acquisition, financial closure, and other project-specific dynamics. These factors may change after the in-principle grant of Connectivity. Therefore, restricting the withdrawal of the connectivity application for partial quantum to only before the in-principle grant of Connectivity is unreasonable.</p> <p>In light of the above, we request the Hon'ble Commission to allow the withdrawal of the connectivity application for partial quantum both before and after the in-principle grant of Connectivity, but before the final grant of Connectivity. We further request the modification of Regulation 3.7.5 of the draft CERC GNA (Third Amendment) Regulations, 2024 as suggested below:</p> <p><i>“3.7.5 Any withdrawal of application for partial quantum shall only be permitted under Regulation 3.7.2 and 3.7.3 and shall not be permitted under Clauses 3.7.4 of this Regulation.”</i></p>
5.	8.3	Connectivity. Bank Guarantee	12.1. Regulations 8.3 and 8.4 of the Principal Regulations shall be	<p>In Regulation 8.3 of the Draft GNA (Third Amendment) Regulations, 2024, the CERC has proposed that entities covered under Regulation 7.2, which require augmentation with ATS, must submit Conn-BG 1</p>



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			<p>substituted with Regulations 8.3, 8.4,8.5,8.6 and 8.7 as under:</p> <p>8.3. For cases covered under Regulation 7.2 of these regulations, where augmentation with ATS is required, the entity that has been intimated in-principle grant of Connectivity shall submit Conn-BG1 for Rs 50 lakhs and Conn-BG2 equal to the estimated cost of ATS and terminal bay(s), within one month of intimation of in-principle grant of Connectivity, failing which the application for Connectivity shall be closed and application fee shall be forfeited.</p>	<p>for Rs. 50 lakhs and Conn-BG 2 equal to the estimated cost of the ATS and terminal bay(s) within one month of receiving the in-principle grant of Connectivity. However, Regulation 8.3 of the Principal Regulations states that the nodal agency shall, within six months of receiving Conn-BG 1 as per clause (a), inform the entity of the amount of Conn-BG 2 to be furnished for the ATS and terminal bay(s).</p> <p>In light of the above, it is noted that arranging the Bank Guarantee (BG) amounts may take the developer longer than one month, as both Conn-BG 1 and Conn-BG 2 are required after the in-principle grant of Connectivity. Therefore, it is respectfully requested that the Hon'ble Commission reinstate the provisions of Regulation 8.3 as stated in the CERC Principal GNA Regulations, 2022, instead of the proposed changes in Regulation 8.3 of the CERC GNA (Third Amendment) Regulations, 2024.</p> <p>Furthermore, applicants covered under Regulation 7.2 who have already applied for connectivity under the Principal Regulations, and prior to the notification of the CERC GNA (Third Amendment) Regulations, 2024, should be governed by the provisions of the Principal Regulations concerning the submission of Conn-BG 2.</p>
6.	Regulation 9.3	Final Grant of Connectivity	14.1.A new Regulation 9.3 shall be inserted below Regulation 9.2 of the Principal Regulations as under:	With respect to the proposed Regulation 9.3 of the Draft GNA (Third Amendment) Regulations, 2024 it is respectfully submitted before the Hon'ble Commission that allowing the Applicant to change the source



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		by the Nodal Agency	<p>9.3 The Applicants who have been issued an in-principle grant of Connectivity or final grant of Connectivity to ISTS, for the generation projects based on particular renewable energy source(s) (with or without ESS) may, for the same connectivity quantum, change to another renewable energy source(s) (with or without ESS) or ESS in part or full, by making an application to the Nodal Agency for approval for such change within 18 months from the in-principle grant of Connectivity. The Nodal Agency may carry out system studies, as required, and approve or reject the change in energy source within 30 days of application by the Applicant. On approval of such change of renewable source(s), the entity shall submit the technical data for changed renewable energy source(s), and CTU shall incorporate the necessary change in</p>	<p>of renewable energy (with or without ESS) based on which the Applicant has received in-principle or final grant of Connectivity to ISTS to another renewable energy source (with or without ESS) or ESS, in part or in full, after obtaining approval from the Nodal Agency, may lead to squatting of connectivity.</p> <p>In view of the above, it is requested that the Hon'ble Commission require that any change of the renewable energy source (with or without ESS), based on which the Applicant has been issued an in-principle or final grant of Connectivity to ISTS, to another renewable energy source (with or without ESS) or ESS, in part or in full, should only be done after obtaining approval from the Hon'ble Central Electricity Regulatory Commission ("CERC") by the Nodal Agency. Furthermore, it is Furthermore, it is submitted that obtaining such approval from CERC by the Nodal Agency may take time. Therefore, the timeline for approving or rejecting the change of the energy source should be set in a manner that accommodates the process of obtaining approval from CERC by the Nodal Agency.</p>



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7.	Regulation 10.3	Connectivity Agreement	<p>connectivity agreement, if already signed.</p> <p>15.1. Regulation 10.3 of the Principal Regulations shall be substituted as under:</p> <p>10.3 Within 30 days of the intimation of the final grant of Connectivity by the Nodal Agency under Regulation 9.1 of these regulations, a Connectivity Agreement shall be signed between the Nodal Agency and the entity which has been intimated final grant of Connectivity. On signing of the Connectivity Agreement, such entity shall become the Connectivity grantee.</p>	<p>As per Regulation 10.1 of the CERC GNA Regulations, 2022, and clause 10 (i) of the Detailed Procedure for Connectivity & GNA, the developer is required to provide tentative connection details within 30 days of the final grant of connectivity. However, Regulation 10.3 of the Draft GNA (Third Amendment) Regulations, 2024, states that CTUIL will sign the Connectivity Agreement within 30 days of the final grant of connectivity.</p> <p>This raises a concern that CTUIL may not have sufficient time to review the connection details provided by the developer or seek necessary clarifications from RE developers. As a result, RE developers may feel pressured to sign the Connectivity Agreement in case CTUIL asks to sign such Agreement within an unreasonably short time frame.</p> <p>In light of the above, it is respectfully requested that the Hon'ble Commission allow a 30 days timeline to sign the Connectivity Agreement, starting after the RE Developer submits the connection details.</p> <p>With respect to clause 10.5 of the Draft GNA (Third Amendment) Regulations, 2024 it is stated that the Nodal Agency must have the co-ordinates of the sub-station available at the time of issuing RFP/ RFQ</p>
8.	Regulation 10.5	Connectivity Agreement	<p>16.1 Regulation 10.5 of the Principal Regulations shall be substituted as under:</p>	



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9.	11C (d)	<p>Reallocation of the terminal bay(s) falling vacant due to the surrender or revocation of the connectivity granted to another entity</p>	<p>10.5 Where Connectivity is granted at a proposed ISTS sub-station, the Nodal Agency shall confirm the final coordinates within 2 months of award of contract for construction of such ISTS substation.</p> <p>21.1. A new Regulation, namely, Regulation 11C, shall be added after Regulation 11B of the Principal Regulations as under:</p> <p>11C. Reallocation of the terminal bay(s) falling vacant due to the surrender or revocation of the Connectivity granted to another entity</p> <p>.....</p> <p>b. An entity that has been issued a final grant of Connectivity at an ISTS substation located in the Complex of ISTS substations may seek reallocation of its Connectivity for another ISTS substation within the same ISTS complex where a bay has fallen vacant.</p>	<p>for the construction of such ISTS substations. Accordingly, Nodal Agency or Implementation Agency is required to provide the sub-station co-ordinates at the time of issuing RFP/RFQ, and the final co-ordinates shall not be outside the radius of 5 km of the tentative co-ordinates already intimated at the time of issuing RFP/RFQ.</p> <p>In reference to Regulation 11C(d) of the CERC Draft GNA (Third Amendment) Regulations, 2024, if a terminal bay becomes vacant due to the shifting of Grantee 'X' to another ISTS substation within a complex of ISTS substations, and another grantee, 'Y' intends to utilize the vacant bay but has a later Connectivity start date than Grantee 'X' the liability to pay the ATS/terminal bay charges for the interim period shall remain with Grantee 'X'.</p> <p>However, Regulation 11C(b) of the Draft GNA (Third Amendment) Regulations, 2024 specifies that the reallocation of bays shall be subject to commercial liabilities as per the Sharing Regulations, 2020. For instance, Grantee 'X' is granted final Connectivity at an ISTS substation within an ISTS complex, with a Connectivity start date of July 1, 2024. If Grantee 'X' shifts to another bay at a different ISTS substation in the same complex, leaving the original bay vacant, and Grantee 'Y' whose start date of Connectivity is October 1, 2024, wishes to use the vacant bay, the start date of Grantee 'Y' will be</p>



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			<p>Such reallocation shall be subject to commercial liabilities as per the Sharing Regulations 2020:</p> <p>Provided that an entity shall not be eligible for reallocation of Connectivity after a period of 18 months of issuance of an in-principle grant of Connectivity or 12 months of issuance of a final grant of Connectivity, whichever is earlier;</p> <p>Provided further that an entity which had already exercised the option of reallocation and is once reallocated shall not be eligible for subsequent reallocation of Connectivity.</p> <p>d. The terminal bay at the ISTS substation falling vacant due to shifting out of a grantee (Grantee 'X') to another ISTS substation in the complex of ISTS substations, if opted to be utilised by another grantee (Grantee 'Y') where the</p>	<p>advanced to July 1, 2024. During this intervening period i.e. from July 1, 2024 to Sept 30, 2024, Grantee 'X' will remain responsible for the payment of ATS/ terminal bay charges.</p> <p>Additionally, as per Regulation 11C(b), Grantee 'Y' is liable for commercial obligations under the Sharing Regulations, 2020, until the vacant bay which is created due to shifting of Grantee 'Y' is allocated to some another grantee. This situation results in Grantee 'X' being liable for payment towards ATS/ terminal bay charges for such intervening period i.e. July 1, 2024 to Sept 30, 2024 and Grantee 'Y' is liable for commercial obligations under the Sharing Regulations, 2020, until the vacant bay which is created due to shifting of Grantee 'Y' is allocated to some another grantee, which effectively allows CTUIL to receive double compensation from the reallocation process.</p> <p>In view of the above, it is requested that the Hon'ble Commission to provide modalities for such reallocation of bay with clear demarcation of liabilities of charges to be paid by such Grantees who are involved in such reallocation process in order to avoid ambiguity at a later stage.</p>



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10.	22.2 (d)	Grant of GNA to entities other than STU	<p>start date of Connectivity of 'Y' is later than that of 'X', then the liability to pay the charges for the ATS/ terminal bay shall remain with 'X' for such intervening period. The start date of connectivity for an entity that has been reallocated shall not change pursuant to the reallocation exercise. However, the entity that has been reallocated may seek the advancement of the start date, which shall be subject to the availability of a transmission system.</p> <p>27.3. The words 'start date of GNA' shall be substituted with the words 'effective date of GNA' in Clause (d) of Regulation 22.2 of the Principal Regulations.</p>	<p>As per Regulation 22.2(d) of the Draft GNA (Third Amendment) Regulations, entities covered under Regulation 4.1 and clause (iii) of Regulation 17.1 of the GNA Regulations, 2022 are required to furnish one-time GNA charges of Rs. 1 Lakh per MW for the quantum of GNA, one month prior to the start date of the GNA. However, in certain cases, the GNA start date or GNA effective date after intimation and payment of one-time GNA charges by Developer gets rolled over to subsequent months due to unavailability of transmission system. For example – For one of our SPV connected at Bikaner-II ISTS S/s we were intimated in month of May 24 that GNA for a capacity of 62 MW (out of 100 MW project) would be made effective in Month of July 24. Accordingly, we processed the one-time GNA charges of Rs 62 Lakhs</p>



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				<p>i.e 1 Lakh/MW in the month of May 24. However, our GNA is still not effective due to the unavailability of the Transmission system.</p> <p>It is important to note that CTUIL already holds CONN-BGs, and as per Regulation 16 of the GNA Regulations, 2022, the earliest release of CONN-BG 1 occurs within 30 days of the declaration of commercial operation of the full capacity of the Connectivity Grantee. Therefore, CTUIL already has CONN-BGs as a payment security mechanism. In case entities covered under Regulation 4.1 and clause (iii) of Regulation 17.1 fail to provide the one-time GNA charges one month prior to the GNA start date, CTUIL has the option to encash the CONN-BGs and recover such one-time GNA charges.</p> <p>In light of the above, we respectfully request the Hon'ble Commission to permit entities covered under Regulation 4.1 and clause (iii) of Regulation 17.1 of the GNA Regulations to submit the one-time GNA charges of Rs. 1 Lakh per MW for the quantum of GNA one month after the effective date of the GNA. Consequently, we request a modification of Regulation 22.2(d) of the Draft GNA (Third Amendment) Regulations, 2024 as outlined below:</p> <p><i>22.2 Grant of GNA to entities other than STU</i></p> <p><i>(d) Entities covered under Regulation 4.1 and clause (iii) of Regulation</i></p>



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<i>New Provisions to be Inserted</i>				
11.	Clause 1 of Regulation 11 (A)	Conditions subsequent to be satisfied by the Connectivity Grantee		<p>17.1 of these regulations shall furnish one-time GNA charge for Rs. One lakh per MW for the quantum of GNA one month <u>after the effective date of GNA</u>. In case, such charges are not furnished by the entity within the specified timeline, the same shall be recovered by encashment of Conn-BG1, Conn-BG2 and Conn-BG3 as required. The proceeds of such one-time GNA charge shall be used for reducing Monthly Transmission Charges under the Sharing Regulations.</p> <p>Provided that the entities covered under Regulation 17.1(iii) shall pay monthly transmission charges for its GNA in addition to one-time GNA charge in accordance with the Sharing Regulations.</p> <p>As per, Clause (1) of Regulation 11A of the GNA (Second Amendment) Regulations, 2024 specifies that Renewable Power Park Developers and REGS (excluding Hydro generating stations) or ESS (excluding PSPs) obtaining Grid Connectivity under sub-clause (c) of Clause (vii) of Regulation 5.8 or covered under sub-clause (c) of Clause (xi) Regulation 5.8 (i.e. through Land BG route) must submit documents in terms of sub-clause (b) of Clause (vii) or sub-clause (b) of Clause (xi) of Regulation 5.8 (i.e. Registered Title Deed as proof of ownership or lease rights or land use rights) within 18 months of receiving In-principle grant of Connectivity or within 12 months of receiving a final grant, whichever is earlier.</p>



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				<p>We would like to emphasize that demonstrating the land requirement for Solar project having capacities greater than 500 MW and for Wind Project having project capacities greater than 300 MW within 18 months of receiving in-principle grant of Connectivity or within 12 months from receiving the final grant of Connectivity is challenging for the developer. Acquiring such a large land parcel within such a short timeframe is not only difficult but also puts financial strain on developers, who needs to invest for obtaining the Registered Title Deed as proof of ownership or lease rights or land use rights for 50% of the required land.</p> <p>Therefore, in view of the above, the timeline for demonstrating 50% of the land required for Solar and Wind Projects, should be linked to the capacity of the project.</p> <p>Further, there are cases wherein CTUIL provides start date of GNA beyond 30 months from issuance of in-principle/ final grant of Connectivity (e.g. No new ISTS Connectivity/ GNA is available before 2028 in Rajasthan). In such cases while the start date of GNA may be 30 to 42 months from the issuance of in-principle/ final grant of Connectivity, the requirement to demonstrate possession of 50% of the land required remains within 18 months of receiving in-principle grant of Connectivity or within 12 months from receiving the final grant of Connectivity. It is pertinent to note that while the GNA start date and consequently RE project COD is expected to be 30 to 42 months post</p>



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				<p>in-principle/ final grant of Connectivity, the requirement to demonstrate 50% possession of land is much before i.e. 12/18 months from in-principle/ final grant of Connectivity, which will result into non utilization of land acquired for demonstration of 50% possession, thereby putting financial strain on Solar and Wind Project Developers. Therefore, the timeline for demonstrating the land documents should also be linked to start date of GNA.</p> <p>Considering the general timeline for construction of a 300 MW Solar or Wind Project is 24 months and the timeline to demonstrate 50% land possession is 12 months from final grant of Connectivity, it can be inferred that 12 months has been considered for Project COD/GNA start date after demonstration of 50% land possession. Accordingly, in cases where GNA start date is expected to beyond 30 months from in-principle grant of Connectivity, the timeline for demonstration of 50% land possession should be no earlier than 12 months prior to start date of GNA.</p> <p>Accordingly, considering the above issues the Clause (1) of Regulation 11 A should be modified as follows:-</p> <p><i>“An applicant which is REGS (other than Hydro generating station) or ESS (excluding PSP) covered under sub-clause (c) of Clause (xi) of Regulation 5.8 or Renewable power park developer covered under</i></p>



+91 (0124) 4554999



contact@amplussolar.com



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				<p>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 the timeline for Final grant of Connectivity and In-Principle Grant of Connectivity whichever is earlier as per the Table below</p> <table border="1"> <thead> <tr> <th rowspan="2">Capacity Criteria (MW)</th> <th colspan="3">GNA Start Date within 30 Months</th> <th colspan="2">GNA Start date after 30 months</th> </tr> <tr> <th>Final Grant of Connectivity (Months)</th> <th>In-Principle Grant of Connectivity (Months)</th> <th>In-Principle Grant of Connectivity (Months)</th> <th>Final Grant of Connectivity (Months)</th> <th>In-Principle Grant of Connectivity (Months)</th> </tr> </thead> <tbody> <tr> <td>Solar Plant < 500</td> <td>12</td> <td>18</td> <td></td> <td>GNA_{SD} - 12</td> <td>GNA_{SD} - 18</td> </tr> <tr> <td>Solar Plant >= 500</td> <td>18</td> <td>24</td> <td></td> <td>GNA_{SD} - 18</td> <td>GNA_{SD} - 24</td> </tr> <tr> <td>Wind < 300</td> <td>12</td> <td>18</td> <td></td> <td>GNA_{SD} - 12</td> <td>GNA_{SD} - 18</td> </tr> <tr> <td>Wind >= 300</td> <td>18</td> <td>24</td> <td></td> <td>GNA_{SD} - 18</td> <td>GNA_{SD} - 24</td> </tr> </tbody> </table> <p>GNA_{SD} - Represents the difference between the start date of GNA.</p>	Capacity Criteria (MW)	GNA Start Date within 30 Months			GNA Start date after 30 months		Final Grant of Connectivity (Months)	In-Principle Grant of Connectivity (Months)	In-Principle Grant of Connectivity (Months)	Final Grant of Connectivity (Months)	In-Principle Grant of Connectivity (Months)	Solar Plant < 500	12	18		GNA _{SD} - 12	GNA _{SD} - 18	Solar Plant >= 500	18	24		GNA _{SD} - 18	GNA _{SD} - 24	Wind < 300	12	18		GNA _{SD} - 12	GNA _{SD} - 18	Wind >= 300	18	24		GNA _{SD} - 18	GNA _{SD} - 24
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12.	-	-	-	<p><i>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 7 days of submission of stipulated documents as proof of Ownership or lease rights or land use rights.”</i></p> <p>Considering that the commissioning of renewable energy projects depends on various factors such as connectivity, land acquisition, and financial closure, we respectfully request that the Hon'ble Commission shall introduce separate provisions allowing generating stations, including renewable energy generating stations (REGS), with or without energy storage systems (ESS) to declare SCOD and start date of Connectivity or Effective Date of Connectivity in phases.</p>