

Ref: CMES/CERC/PH/GNA/2024-25/01

Date: 15.09.2024

To  
The Secretary  
Hon'ble Central Electricity Regulatory Commission  
6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor, Tower B, World Trade Centre,  
Nauroji Nagar, New Delhi – 110029

Ref: Public Notice Vide Notice No: L-1/261/2021/CERC, dated: 31<sup>st</sup> July 2024 and  
30<sup>th</sup> August 2024

Sub: Comments / Suggestions on Draft Central Electricity Regulatory Commission  
(Connectivity and General Network Access to the inter-state Transmission  
System) (Third Amendment) Regulations, 2024.

Dear Sir,

This is in reference to the above mentioned subject matter the undersigned would like to make following comments and suggestions on various provisions of the “*Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-state Transmission System) (Third Amendment) Regulations, 2024*” to strike a balance of equity on both the sides viz. CTUIL and the Applicant Developer(s).

Before going for the comments / suggestions it is important to present certain duties and obligations of both the parties involved.

Sl.	Obligations of the Applicant	Obligations of the CTUIL
1	Submission of Land documents / Land BG and other supporting documents and application fee at the time of filing for the grant of connectivity to the ISTS network at a particular Substation.	Upon successful verification of the documents and compliances to issue the In-principal Grant of Connectivity to the developer subject to availability of capacity at that particular substation with an intimation of start date of connectivity.
2	To Submit the Con BG -1, BG -2 and Con, BG -3 within 30 days of issuance	The CTUIL needs to issue final grant of connectivity along with firm start date of GNA to the applicant within 30 days from the submission of the Con-BG-1,2 and 3 which effectively means in 60 days from the date of issuance of in-principal grant of connectivity.

### Suggestions and Comments:

Sl.	Regulation and Subclause	Comments and Suggestions
1	<p>3.7.3</p> <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3.7.3 If any application is withdrawn after the in-principle grant of Connectivity and before the final grant of Connectivity, the Nodal Agency shall deal with such cases in the following manner: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>It is submitted that if the CTUIL also fails to issue grant of final connectivity within their stipulated 60 days by X number of days say 30 days, time from the grant of in-principle, the withdrawal of application from the applicant shall not be subject to any penal provision or forfeiture.</p> <p>For example for a flight ticked booked which in non-refundable in nature and the flight get delayed by more than 3 hours the passenger has the provision to cancel his / her ticket and get 100% refund with no penalty for cancellation of the booking as the airlines also failed in fulfilment of their obligations.</p>

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2	<p>3.7.4</p> <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>(a) 100% of the application fee shall be forfeited.</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>(c) Conn BG1, Conn-BG2 shall be encashed and Conn-BG3 shall be returned to the Applicant:</p> <p>Provided that where ATS or terminal bays have not been awarded for 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>It is submitted that if the CTUIL also fails to issue grant of final connectivity within their stipulated 60 days by another X number of days say 30 days and/or final date of start of GNA is also not extended beyond 60-180 days or so from interim date provided along with the grant of in-principle, the withdrawal of application from the applicant shall not be subject to any penal provision or forfeitures.</p> <p>For example, for a flight ticked booked even if it non-refundable in nature and the flight get delayed by more than 3 hours the passenger has the provision to cancel his / her ticket and get 100% refund with no penalty for cancellation of the booking as the airlines also failed in fulfilment of their obligations.</p>

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3	15.2 Splitting of Connectivity in case of REGS	<p>It is submitted that in the case of a Renewable Energy Park the Common evacuation infrastructure including Pooling Substation, Transmission line and Grid Bay(s) which is the heart of the overall Generating System is in hands of a third party entity which may not be the owner of the renewable energy projects. Thus, the entire performance and reliability of the RE project developer(s) in the RE Park which has done 95% of the investment always remains in the hand of a third entity who may or may not operate effectively over a period of time.</p> <p>There may be conditions when the RE Park Developer loses interest, financial and technical capabilities to operate and maintain the common infrastructure or becomes defaulter or the Renewable Energy Park developer after attainment of COD desires to get released from its obligation for various reasons.</p> <p>Thus, the Hon'ble Commission may allow like in case of REGS that the resident RE Projects of the solar park if they desire and agree can take controlling stake in</p>

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		<p>the Renewable Energy and the connectivity can be split among them.</p> <p>Further, if the park has multiple evacuation points i.e. evacuating power at multiple bays of the same ISTS substation and resident (RE Projects) at each bay can apply to transfer the connectivity in their name under approval from the RE Park Developer.</p>

We hope that the hon'ble commission will find merits in the submissions made with respect to the comments and suggestions in the above matter.

Thanks and Best Regards  
For Cleanmax Enviro Energy Solutions Pvt. Ltd.



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