

8.2.2 An entity who has already applied for Stage- I connectivity or is a grantee of Stage-I connectivity or is applying for Stage-I connectivity and Stage-II connectivity simultaneously and is not covered under Para 8.2.1 which has achieved the following milestones:

- (i) Ownership or registered lease agreement or registered land sale agreement for at least 50% of the land area required for the capacity for which Stage-II Connectivity is applied for along with a notarized undertaking as per Format -7 attached with this procedure;
- (ii) Bank Guarantee (BG) that the grantee has to provide as per prevailing Regulations or as specified by the State Commission in relevant orders, as applicable time to time.
In case of non-feasibility of substation for granting Stage-II connectivity, STU shall return submitted BG to person/ applicant along with rejection letter.
- (iii) Financial comfort letter/ financial closure issued by Financial Institution with supporting document, duly supported by Auditor's certificate along with a notarized undertaking as per Format -7 attached with this procedure and;
- (iv) In case of third party sale, agreement/ Contract specifying firm sale/ purchase of energy of 75% of connectivity applied by person/ applicant.

8.3 Conditions to be met by Stage-II Connectivity Grantees

8.3.1 After grant of Stage-II Connectivity, the grantees covered under Para 8.2.2 shall have to achieve the following milestones and submit the proof to STU within six months from the date of grant of Stage-II connectivity;

- (i) Ownership or lease rights or land sale agreement for balance 50% of the land area,
- (ii) Agreement/ Contract specifying firm sale/ purchase of energy of 25% of connectivity applied by person/ applicant.

8.3.2 In the event of failure to achieve above milestones as listed in Para 8.3.1 above, as applicable, Stage-II Connectivity shall stand revoked and canceled.

8.3.3 STU shall monitor the status of projects covered under Para 8.3.1 on quarterly basis as per Para 10 of this procedure.

9. Process for Grant of Stage-II Connectivity

9.1 Stage-II connectivity shall be processed in accordance with Regulation (4), (5) and (6) of the GERC Connectivity Regulations in force.

9.2 The person/ applicant shall submit the application to STU through online portal for grant of connectivity. STU shall intimate the deficiency, if any, in writing to the person/ applicant within three clear working days through online portal and email id provided by the person/ applicant.

9.3 STU while processing the application for Stage-II Connectivity may seek such clarifications, additional information, confirmation, as may be required based on such clarification, decision of STU shall be final. In case of any dispute, Clause No. 16 of this procedure shall be applicable.

The STU shall intimate the person/ applicant about grant of Stage-II connectivity or otherwise within a period of thirty days from 2400 hrs. of the last day of the month in which the application for Stage-II connectivity was received.

9.4 The priority for grant of stage-II connectivity to applications received during the same calendar month shall be given to (i) applicants who have been awarded LOI/LOA or have signed PPA with distribution licensees within the State followed by (ii) Other applicants. The inter-se priority for applicants within each category shall be based on date and time of receipt of complete application on the portal.

9.5 It may happen that an entity is eligible for Stage-II Connectivity only for part of the capacity covered under grant of Stage-I Connectivity. In such a case, grant of Stage-II Connectivity for part capacity shall be allowed.

Example: A person/ applicant is granted Stage-I Connectivity for 100 MW and has achieved milestones as narrated in Para 8.2 for 75 MW, it will be eligible to apply for grant of Stage-II Connectivity for such part capacity (75 MW) and the same shall

be considered by STU in terms of this Procedure for grant of Stage-II connectivity.

9.6 The intimation for grant of Stage-II Connectivity shall include the following:

- (i) Name of the Sub-station where Stage-II Connectivity is granted.
- (ii) Details of Bay along with Single Line Diagram in case of existing substation and in case of planned substation, if the same is available with STU.

9.7 The STU/ Transmission Licensee shall issue the requisite estimate for the work like Bay construction and/ or other works required to carry out at Connectivity Sub-station to the Stage-II Connectivity grantee within 30 days of issuance of Stage-II connectivity grant letter. The Stage-II Connectivity grantee shall pay the estimate within 30 days and sign the Agreement for Connectivity to Transmission system in accordance with Clause 6 (4) of the GERC Connectivity Regulations, as amended from time to time, within 5 days thereafter. Thus, the full process shall be completed within 65 days from the date of issuance of intimation of grant of Connectivity. No extension of time shall be granted for payment of estimate and signing of agreement for Connectivity to Transmission system. In case of failure in payment of estimate or signing of the Connectivity Agreement within specified time above, Stage-II Connectivity shall stand revoked and canceled.

9.8 The Agreement for Connectivity to Transmission system shall inter-alia include:

- (i) Details of Intra-State sub-station.
- (ii) Scheduled date of commercial operation of the Intra-State sub-station, if available.
- (iii) Scheduled date of commercial operation of the renewable energy generating station(s), generator pooling station and Dedicated Transmission Line.
- (iv) Undertaking to make best efforts to fully utilize the bay(s) for dedicated transmission infrastructure.

In cases where once an application for Stage-II connectivity is filed and thereafter there is a change in location of the RE Project and change not more than 10% in

the quantum of power to be interchanged with Intra-State transmission system keeping the proposed location of transmission licensee substation unchanged, the same shall be informed by the person/ applicant within 30 days of application of Stage-II connectivity. Such intimation by the person/ applicant shall not be construed as material change. The STU shall grant Stage-II connectivity to such person/ applicant within a period of thirty days from 2400 hrs. of the last day of the month in which the application for such change was received.

- 9.9 As specified at Para 7.3 the Stage-I connectivity grantee who fails to apply for Stage-II connectivity till the location of Stage-I connectivity gets booked shall lose Stage-I connectivity and has to apply afresh for the Stage-I connectivity with the location available on STU website. However, in case, Stage-I grantee desires Stage-II connectivity at the same substation where Stage-I connectivity was granted, STU shall check strengthening scheme required for the same on the request of such Stage-I grantee. If, such Stage-I grantee agrees to create required strengthening elements of Intra-State scheme at their cost, STU may grant Stage-II connectivity at same substation subject to implementation of required strengthening scheme by Stage-I grantee at matching timeframe. By granting approval for strengthening of sub-station by STU for Stage II connectivity at particular sub-station shall not be ground for getting any extension in SCOD of the project or relaxation from liquidated damages payable or any other consequences under the PPA/contract including termination of PPA/contract.

10. Process Monitoring of renewable projects after grant of Stage-II Connectivity

- 10.1 Stage-II Connectivity grantee shall furnish updated progress report of the monitoring parameters on quarterly basis as per FORMAT-4 attached with this procedure within 15 days of end of the quarter STU shall upload the same on its website. Failure to update progress of the monitoring parameters shall be considered as adverse progress and such cases, STU shall take appropriate actions, with the approval of the Commission.

- 10.2 (A) Stage-II Connectivity grantees shall require to complete the dedicated transmission line(s) including require bays, bus-bar at transmission licensees sub-station and generator pooling sub-station(s) etc. within timeline specified by the State Commission in relevant Orders/ LOA/LOI/ PPA for projects, as applicable time

to time.

(B) If a grantee fails to complete the dedicated transmission line(s), including require bays, bus-bar at transmission licensees sub-station and/or generator pooling station(s) within the timeline stipulated under sub-Para Clause (A) above, Stage-II Connectivity shall be revoked and BG shall be encashed.

(C) The Stage-II grantee shall commission at least 10% of the allotted capacity within one month of charging of evacuation line, failing which; the Stage-II grantee shall be liable to pay long-term Transmission Charges for 10% of allotted capacity till such 10% of allotted capacity is commissioned. Balance 90% capacity shall be required to be commissioned within two years failing which STU shall cancel the capacity allotment to the extent of capacity not commissioned and the developer shall have no claim on such capacity. Further, STU shall include such cancelled capacity in the list of spare capacity for RE integration to be published on their website for prospective consumers or as per the State Commission's Order, if any.

10.3 The Stage-II Connectivity grantee shall furnish certificate issued by Chief Electrical Inspector (CEI) as per Regulation 43 of the CEA (Measures relating to Safety and Electric Supply) Regulations, 2010, as amended from time to time, for the dedicated transmission line(s) and generator pooling station(s) within 10 days of receipt of the same from CEI.

10.4 On a specific request of Stage-II Connectivity grantee(s) and for the purpose of optimal utilisation of transmission infrastructure, STU may, in consultation with the Stage-II Connectivity grantee(s) concerned, carry out rearrangement or shifting of the Stage-II Connectivity across different bay(s) of the same sub-station.

In such condition, the person/ Stage II connectivity grantee shall be liable to pay all expenditure/ cost for rearrangement or shifting of equipment/ bay etc.at GETCO/ Transmission Licensee sub-station. In such a case, the Stage II connectivity grantee shall not be eligible or claim that delay in achieving SCOD of the plant agreed between the Stage II connectivity grantee (generator) and licensee to claim for extension of SCOD, exemption from LD etc. It is also required to give an undertaking that such event is not qualified as force majeure.

10.5 STU may carry out verification of the progress reported by Stage-II connectivity grantee. Such verification may include drone surveillance also.

11. Technical requirements for Dedicated Transmission Infrastructure

11.1 The developer shall follow the Regulations viz.:

- (i) Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010 and the amendments thereof;
- (ii) Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010 and the amendments thereof;
- (iii) Central Electricity Authority (Safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations 2011 and the amendments thereof;
- (iv) CEA Manual on Transmission Planning Criteria, 2013 and any other applicable regulations and the amendments thereof.
- (v) Central Electricity Authority (Technical Standard for Connectivity to the Grid) 2007 and amendments thereof.
- (vi) Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020 and amendments thereof.
- (vii) Gujarat Electricity Grid Code-2013 and amendments thereof from time to time.
- (viii) Orders /Regulations issued by the State Commission for projects based on Renewable Energy Sources and its amendments time to time.
- (ix) GERC (Terms and Conditions of Intra-State Open Access) Regulations, 2011 and amendments thereof.

11.2 Additionally, the developer shall comply with the following with respect to Dedicated Transmission Line and generator pooling station:

11.2.1 Dedicated Transmission Line (DTL):

- (i) The Dedicated Transmission Line shall be of voltage class matching with the Intra-State sub-station voltage at which it is to be connected after allocation of bay.
- (ii) The power transfer capability (MW) of the Dedicated Transmission Line from the generator pooling station of the renewable energy generating

station to the Intra-State sub-station shall not be less than the quantum as per this Procedure OR as specified by STU in the intimation for grant of connectivity.

- (iii) STU shall indicate the requirement of D/c or M/c towers near Intra-State sub-station end including sharing of such towers, for optimization of space /Right of Use (RoU). The developers of renewable energy generating stations shall comply with the directions of STU in this regard.
- (iv) Depending on the topology, STU may plan the Connectivity of renewable energy generating stations through loop-in and loop-out (LILLO) of the Dedicated Transmission Line for injection of power as well as reliable grid operation for Intra-State purpose.

11.2.2 Pooling Station of the renewable energy generating stations:

- (i) The planned capacity of the generator pooling station shall be not less than the capacity of the Dedicated Transmission Line required to be provided as per the grant of Connectivity.
- (ii) The Dedicated Transmission Line shall be terminated at the high voltage side of the generator pooling station. The bus switching scheme should be in line with the requirements specified in the CEA Manual on Transmission Planning Criteria, 2013 as amended from time to time.
- (iii) The total capacity of the power transformers of the generator pooling station and the rating of associated equipment like Circuit Breaker, Current Transformer, Capacitive Voltage Transformer, bus duct etc. shall not be less than the planned capacity of the generator pooling station in case the entire power from the renewable energy generating station is being aggregated at the lower voltage side of the generator pooling station.
- (iv) Short circuit rating and line bay rating of the generator pooling station may be finalized by project developer in consultation with STU, if required.

12. Application for Additional Quantum (Enhancement) of Stage-II Connectivity

12.1 Stage-II Connectivity grantee may apply for additional quantum of Stage-II Connectivity in its dedicated transmission line and associated bay. Such Stage-II Connectivity grantee shall also simultaneously apply for grant of corresponding

Stage-I Connectivity, as required.

12.2 The application for enhancement shall be processed by STU as per the Procedure for grant of Stage-II Connectivity.

12.3 STU shall consider the capacity of Dedicated Transmission Line and associated bay while granting the enhancement of Stage-II Connectivity.

13. Sharing of Connectivity Infrastructure and Dedicated Transmission line

13.1 The developer(s) of renewable energy generating station(s) shall develop the Dedicated Transmission Line of power evacuation capacity as specified in Para 7.5 of this procedure irrespective of the quantum of Connectivity applied for. In case the developer of renewable energy generating station is not able to fully utilize the Dedicated Transmission Line and bay(s), it may share the same with other developer(s) of renewable energy generating station(s) with a view to ensuring optimum utilization of the transmission system.

Stage-II Connectivity grantee, while remaining the lead generator and performing its responsibilities under the Grid Code and GERC Open Access Regulations and Forecasting / Scheduling Regulation for RE, Notification No. 1 of 2019, may in the interest of optimum utilisation of its bay(s) and Intra-State outlets, share the balance capacity of the Dedicated Transmission Infrastructure over and above the Connectivity granted with its wholly owned SPVs (Special Purpose Vehicles) or other entities. In such condition, sharing of surplus capacity in the dedicated transmission infrastructure is allowed by following the priority of Stage II connectivity applications.

13.2 A person/ applicant (One or More) who is a Stage-I Connectivity grantee or is applying for Stage-I Connectivity and Stage-II Connectivity simultaneously, may apply for Stage-II Connectivity at the bay already allocated to another Stage-II Connectivity grantee along with an agreement duly signed between the person/ applicant and the Stage-II Connectivity grantee for sharing the Dedicated Transmission Line. The Stage-II Connectivity shall be granted to such person/ applicant subject to availability of capacity in the Dedicated Transmission Line.

13.3 Any capital expenditure on the augmentation of the generator pooling station(s) of the Connectivity grantee required for sharing the dedicated transmission infrastructure shall be mutually agreed between the sharing parties. The Connectivity grantee shall provide adequate capacity in the generator pooling station for peak power evacuation of the sharing entity(ies).

13.4 Operation and maintenance expenses as well as transmission losses from the generator pooling station up to the Intra-State sub-station shall be shared in proportion to the capacity of the renewable energy generating stations sharing the transmission infrastructure.

14. Utilization of pooling station of Stage-II Connectivity Grantee

14.1 The Stage-II Connectivity grantee shall require update the status/ utilization of the dedicated transmission infrastructure as per FORMAT-5 of this procedure by 30th day of June and 31st day of December of each year.

14.2 STU shall monitor the utilization of the dedicated transmission infrastructure. In case STU finds that the dedicated transmission infrastructure remains under-utilized, it may seek an explanation from Stage-II Connectivity grantee. Such Stage-II Connectivity grantee shall explain the reasons through an affidavit duly signed by its authorized representative within 30 days of issue of such notice. If STU is of the view that the spare capacity is not being put to use without reasonable justification, and it is resulting in denial of opportunity to other renewable energy generating stations, the matter shall be brought to the notice of the Commission for directions with regard to the utilization of the available spare capacity.

15. Coordination

15.1 STU shall coordinate with concerned agencies for development of the Intra-State network for evacuation of power from renewable energy generating stations.

15.2 STU shall share the available capacity of the Intra-State sub-station for RE integration on website.

16. Dispute Resolution Mechanism

- 16.1 All differences and admitted disputes between the parties arising out of or in connection with this Procedure shall be mutually discussed and amicably resolved within 90 days.

- 16.2 In the event that the parties are unable to resolve any dispute, controversy or claim relating to or arising under this Procedure, as stated above, the same shall be dealt as per the provisions of the Electricity Act, 2003 and Hon'ble GERC shall adjudicate such dispute u/s 86 of EA 2003 and if required may refer the same to arbitration.

(On Non Judicial Stamp paper Rs.300)

AFFIDAVIT

Connectivity application for Power evacuation to Gujarat Energy Transmission Corporation Limited,

I.....working as in.....(name of the Company).....,having its registered office at(address of the company)....., do solemnly affirm and say as follows:

I am the..... (Post)..... of(Name of the Company)..... , the representative in the above matter and am duly authorized to file the above application and to make this affidavit.

I submit that M/s.....(name of the company)..... is a registered company.....(Public Ltd/Pvt. Ltd./Partnership firm).....

I submit that all the details given in the enclosed application for grant of Connectivity along with necessary documents are true and correct and nothing material has been concealed thereof.

(Signature)

Name of the Applicant

(To be duly attested by Notary)

Encl.:- FORMAT 2 for Stage I Connectivity and FORMAT 3 in case of Stage II Connectivity

Stage-I RE Connectivity Application

1 Name the Applicant

2 Address for Correspondence

3 Contact Details

Name of Contact Person

Designation

Phone No.(Mobile)

E-Mail

4 Nature/purpose of the Connectivity

Captive/Third-party/PPA/any other

5 Capacity (MW) for which connectivity is required & type of project

(Wind/Solar/Wind-solar hybrid/ hydel/ MSW etc.)

6 Name of 400/220/132/66 kV GETCO/ Transmission Licensee sub- station Where connectivity is required

Name of GETCO/ Transmission Licensee-S/s:

Voltage level:

Nos. of ckt:

7 Location of the Generating Station

Nearest Village / Town:

District:

State:

8 Details of Payment Done.

Amount in Rs:

Payment date:

Payment receipt/ e-transaction No.:

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

Authorized Signatory of Applicant

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Stage-II RE Connectivity Application

- 1 Name of the Applicant:**
- 2 Intimation No. of Grant of Stage-I Connectivity, if granted:**
- 3 Address for Correspondence:**
- 4 Contact Details**
 - Name of Primary Contact Person:
 - Designation :
 - Phone No. (Landline) :
 - Phone No. (Mobile) :
 - Fax :

 - E-Mail :

 - Name of Alternate Contact Person:
 - Designation :
 - Phone No. (Landline) :
 - Phone No. (Mobile) :
 - Fax :

 - E-Mail :
- 5 Criterion for applying Stage-II Connectivity:**
 - Eligibility as per Para 8.2.1 or 8.2.2
- 6 Date from which Stage-II Connectivity is required:**
- 7 Location of the Generating Projects/Park**
 - Nearest Village / Town:

 - District :

 - State :

 - Latitude :

 - Longitude :
- 8 Planned Capacity of the Generating Project/Park (Stage wise) :**

9 Expected timeline of completion of Generating Project/Park (Stage Wise):

10 Details of the Generating Project/Park:

Location:

Name(s) of the Project/Park:

Energy Source:

Step-up Voltage at generator Pooling Station:

11 Details of Application Fee RTGS/NEFT/e-transaction (if applicable) :

Amount (in Rs.): RTGS/NEFT/e-Transaction No.:

Date:

Bank Name:

Branch Name:

12 Details of Documents Enclosed with the Application

- (i) Notarised Affidavit as per FORMAT-1
- (ii) Copy of Authorisation by the Government, as applicable
- (iii) Copy of Board Resolution authorising a person for filing of application, where applicant is a company
- (iv) Site(s) Identification
- (v) Consortium Agreement of Lead Generator as per FORMAT – 6 attached with this Procedure, if applicable
- (vi) Documentary evidence of eligibility for applying for Stage-II Connectivity as per the Procedure
- (vii) Financial comfort letter/ financial closure issued by Financial Institution with supporting document, duly supported by Auditor's certificate along with a notarized undertaking as per Format -7 attached with this procedure, if applicable

I confirm that I am well aware of the GERC Regulations and Detailed Procedure and all the details entered by me are in conformity with the Regulations.

Submission Date:

Name of the Authorised Signatory:

Submission Time:

Signature:

Company Stamp (mandatory)

FORMAT-4**STATUS REPORT BY THE RE PROJECT OF STAGE-II CONNECTIVITY GRANTEE**

(Status Report to be submitted on quarterly basis within 15 days of end of the quarter with signature of authorized representative of entity along with copy of letter of authorization)

Monitoring Parameters for Stage-II Connectivity		
Sl. No	Monitoring Item	Status#
1	Installation of Wind Masts, as applicable	Status Report with signature of authorized representative of entity along with copy of letter of authorization.
2	Location with GPS coordinates of generator pooling station	
3	Walkover Survey for Dedicated Transmission Line	
4	Resource Assessment Studies	
5	Acquisition of Land for generator pooling station	Land Required (in acres): Land Acquired (in acres):
6	Acquisition of Land for renewable generating station	Land Required (in acres): Land Acquired (in acres):
7	Details of Financial Closure	Date of application: Status of Financial closure: Date of Financial Closure: Date of release of funds:
8	Final Route Survey of Dedicated Transmission Line	Route Survey Report to be submitted.

9	Award and Details of Dedicated Transmission Line	Date of Award of Tower Date of Award of Conductor No. of Foundations (Total/Completed) No. of Tower Erections (Total/Completed) Stringing_(ckm) (Total/Completed)
10	Award and Details of Generator pooling station of Stage-II Connectivity Grantee	(i) Planned capacity (ii) Voltages, MVA Capacity, No. & Rating of Transformers (iii) EHV Switchyard configuration, bay(s) and status (iv) Low Voltage switchgear configuration, no. of sections, no. of bay(s) in each section and status
11.	Tendering and Details of Renewable Generating station of Stage-II Connectivity Grantee	Planned capacity Details of contract/contract packages Date of Award of EPC contract Progress of generating station Expected date of Commissioning

Utilization and Sharing Status of Dedicated Transmission Infrastructure

1. Date of updating of the utilization status: DD/MM/YYYY
2. Date of Commissioning of DTL and generator pooling station: DD/MM/YYYY

Sl. No.	Description	Status/Details	Remarks
1	Date of Commissioning of DTL and generator pooling station		
2	Voltage levels of the generator pooling station high voltage/low voltage (kV/kV)		
3	Planned Power evacuation capacity of the generator pooling station (MVA)		
4	Commissioned Power evacuation capacity of the generator pooling station (MVA)		
5	Details of the capacity in use		
	User-1		
	User-2		
	User-3		
	User-n		
	Total Capacity Used		

Model Agreement between the Lead Generator and other generators seeking inter-connection with Gujarat Intra- State transmission network at a single connection point

Model Agreement

This Model Agreement (hereinafter referred to as the "Agreement") has been made effective at (Place) and is effective from thisday of20.....

BETWEEN:

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

AND

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

AND

AND

M/s (Name of the Company) , a company registered under the Indian

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

The parties referred to above shall individually be referred to as a "Party" and collectively as "Parties".

WHEREAS

(a) The Parties hereinafter agree to develop more than one.....(Type of the Generating Station) for the total capacity of(Capacity in MW) in the State of Gujarat. (hereinafter referred to as 'Group of Projects') and jointly seek Connectivity and LTA, to inject electrical energy at(Voltage level in kV)..... level from the installed capacity of ... (Installed Capacity in MW)..... of(Type of the Generating Plant), into the 400/220/132/66 kV sub-station of the GETCO. The details of generating stations are as under:

Name	Type of generator	Installed Capacity

(b) As per the provisions of the Gujarat Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2011, the Parties collectively fall under the definition of an 'Applicant' and the "lead generator" on their behalf shall apply for Connectivity and LTA to the STU.

(c) The Parties agree that in relation to the 'Group of Projects' and for the purpose of availing the connectivity and LTA with the Intra-State Transmission Systems (InSTS) network for the requisite quantum, in line with the applicable Regulations,

the 'Lead Generator' shall act on behalf of the Parties to undertake all operational and commercial responsibilities for all the Parties connected at that point following the provisions of the Gujarat Electricity Grid Code and all other regulations of the Commission, related to Grid security, Scheduling and Dispatch, Collection and payment or adjustment of Transmission charges, deviation charges, congestion and other charges etc.

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

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

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

DEFINITION AND INTERPRETATION

- A. Applicable law: means any Indian statute, law, regulation, ordinance, rule, judgment, order, clearance, approval, directive, guideline, policy, requirement, including Government Approvals, or determination by, or any interpretation or administration of any of the foregoing by any statutory or regulatory authority

- in India and in each case as amended from time to time.
- B. "Agreement" means this agreement and any Appendices or amendments thereto which are agreed in writing between the Parties and made a part hereof.
 - C. "Appendix" means any attachment or annexure to the Agreement which is agreed in writing by all Parties and made a part hereof.
 - D. "Confidential Information" shall have the meaning ascribed to it in Clause 7 of the Agreement.
 - E. "Group of Projects" means the Group of Projects as defined in the first Recital hereto.
 - F. "Insolvent" means, in relation to an entity.
 - (a) being insolvent or under administration:
 - (b) having a controller appointed by a tribunal or a court of competent jurisdiction, acting within its jurisdiction;
 - (c) being in receivership and management, liquidation, in provisional liquidation, under administration, wound up, subject (except to any internal reconstruction or amalgamation) to any arrangement, assignment or composition; or
 - (d) being declared by a tribunal or any other competent court, acting within its jurisdiction, to have become otherwise unable to pay its debts when they fall due.
 - G. "Party" means a party to the Agreement
 - H. "Term" shall have the meaning contained in clause 1.2 of the Agreement.

Interpretation

- a. The term "Clause" read in the Agreement shall refer to clause of the Agreement, except where expressly stated otherwise.

- b. Words importing the singular shall include the plural and vice versa.
- c. References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.
- d. References to persons shall include bodies corporate, unincorporated associations, partnerships and any organization or entity having legal capacity;
- e. Headings to clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- f. References to recitals, clauses, or annexes are, unless the context otherwise require, to recitals to, or clauses of or annexes to this Agreement;
- g. References to the words "include" or including" shall be construed as being suffixed by the words "without limitation";
- h. Any reference to time shall be taken to be a reference to Indian Standard Time;
- i. Terms defined in the Appendix hereto shall have the meanings ascribed thereto in the Appendix when used elsewhere in this Agreement;
- j. Appendix to this Agreement form an integral part of this Agreement and will be of full force and effect as if these were expressly set out in the body of this Agreement;
- k. Any reference to any agreement, deed, instrument, license, code or other document of any description shall be construed at the particular time, as a reference to that agreement, deed, instrument, license, code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;
- l. The terms used but not defined herein shall have the same meaning as assigned to them under the Agreement;
- m. The terms "hereof, "herein", "hereby", "hereto" and derivative or similar

words refer to this entire agreement or specified clauses of this Agreement, as the case may be;

- n. Provisions including the word 'agree', 'agrees' or 'agreement' require the agreement to be recorded in writing;
- o. No rule of construction applies to the disadvantage of one Party on the basis that the Party put forward or drafted this Agreement or any provision in it;
- p. Time is of the essence in the performance of the Agreement of the Parties' respective obligations. If the time period specified under this Agreement is extended, such extended time shall also form part of the Agreement;

1. Appointment and terms of Appointment

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

1.2. Duration:

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

2. Scope

2.1. The Parties hereby jointly agree to appoint M/s (Name of Generator) the lead generator on their behalf and pursuant thereto authorize M/s in its capacity as a lead generator to act and further undertake on their behalf all operational and commercial responsibilities in respect of seeking connection at a single connection point at the.....
.....(Name of sub-station). sub-station of the(Name of Transmission

Licensee), in the state of(Name of the State)
(hereinafter referred to as the Grid) for injection of power generated from an
installed capacity of (Capacity.....in
MW) at any
point of time into the Grid.

2.2. The Parties undertake to abide by the applicable law during the term of this agreement. Subject to the applicable law, in the event any Party desires to exit this Agreement, the other Parties shall continue to abide by the terms and conditions of grant of Connectivity and LTA for the balance period of this agreement. In the event the lead generator desires to exit this Agreement, then the other Parties shall with permission of the STU, nominate amongst themselves any Party to be the „lead generator’ to act on their behalf for all operational and commercial responsibilities and other responsibilities as detailed under this agreement.

2.3. The parties agree that the party (one or more) which exits the Agreement shall pay appropriate compensation for common infrastructure built in proportionate to its share, the

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

3. Responsibilities of the Parties:

3.1. The Parties shall abide by the Applicable Indian laws, regulations, statutory provisions or norms laid down by the Government, Local or Municipal Authorities, the Gujarat Electricity Grid Code and all other Regulations of the Commission, such as Grid security, scheduling and dispatch, collection and payment adjustment of transmission charges. Deviation charges, congestion and other charges related to the connectivity and LTA for use of Intra-State transmission system and/or associated facilities, through the "lead generator", who shall be the single point contact and the responsible entity as per Gujarat Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2011.

3.2. The Parties hereto shall carry out any/all such activities which are ancillary

and or supplementary in order to give effect to the Scope of Work as stated in Clause 2.

4. Joint management and Role of Lead Generator:

4.1. A Management Committee, which comprises of the representatives of all Parties herein shall be created, in order to review and decide upon all matters of importance relating to the development of the „Group of Projects’, Grant of connectivity and the LTA.

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

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

4.4. (Name of Lead Generator) shall act as

the Lead Generator, subject to the authority of the Management Committee. The Meetings of the Management Committee shall be chaired by a representative of the "Lead Generator".

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

5. Termination:

5.1. Following shall constitute as an event of default of a Party (Events of Default): leading to termination of the agreement

(a) Either Party becomes bankrupt or insolvent or goes into liquidation has

a receiver or administrator appointed against the defaulting party compounds with his creditors or carries on business under a Receiver Trustee or Manager for the benefit of his creditors or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events:

- (b) Either Party fails to fulfill its obligations under this Agreement, and does not rectify the same within ninety (90) days of the receipt of a written notice from the other Party/ies.
- (c) Any representations and warranties provided under this Agreement by either of the Parties are found to be false misleading and incorrect.

5.2. Effect of Termination:

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

5.3. Consequence of Termination:

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

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

6. Insurance:

- 6.1. Each Party shall effect and maintain at its own risk and expense those insurances required by the Group of Projects in respect of its Scope of Work unless the Group of Projects requires them and/or the Parties agree to effect common insurance(s). In such case the Lead Generator shall effect and maintain such common insurance(s) in the joint interest of the Parties. The cost of effecting and maintaining such common insurance(s) shall be shared by the Parties in proportion to their Capacity.

- 6.2. Each Party shall notify administer and bear any and all costs of claims against its own or any common insurers in connection with its Scope of Work, including but not limited to any excess or deductible or uninsured amounts under the relevant policies.

7. Confidentiality:

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

(c) disclosure to a lender of the Group of Projects, to the extent required for the purposes of raising funds or maintaining compliance with credit arrangement.

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

7.3. The Parties shall exercise high degree of care and caution to preserve and protect the other Party's/ies' Confidential Information from disclosure in the manner that they protect their own Confidential Information.

7.4. Confidential Information disclosed shall be and remain the property of the disclosing Party/ies. The obligations of the Parties to protect Confidential Information shall survive the termination of this Agreement.

8. Publicity:

8.1. The Parties shall be permitted to disclose all relevant aspects of this Agreement to their respective Nominees, investment bankers, lenders, accountants, legal counsel, bona fide prospective investors. Lenders, in each case only where such persons or entities are under appropriate non-disclosure Obligations imposed by professional ethics, law or otherwise, and to stock exchanges and other statutory & legal authorities. The disclosing Party shall take utmost care that by disclosing the information the other Party's/ies business interest are not adversely affected

8.2. It is agreed between the Parties that

(a) in the event either of the Parties is required to make any disclosure regarding this Agreement or any aspects related thereto pursuant to the provisions or requirements of law, then the Party/ies required to make such disclosure shall provide a reasonable notice to the other Parties. The Parties shall thereafter and prior to disclosing any such information, mutually agree on the content of the information being disclosed.

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

8.3. However, the Parties agree that such consents required to be obtained pursuant to this Clause 8 shall not be unreasonably delayed or withheld so as to cause breach of the time period for such disclosure.

9. Notices:

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

10. Indemnity:

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

11. Dispute resolution:

The Parties hereto shall make all attempts to resolve all disputes and

differences through mutual discussions/ negotiations whether relating to the interpretation, meaning, validity, existence or breach of this Agreement or any clause herein within a period of 1 month keeping in view the spirit of this Agreement.

In the event the dispute or differences between the parties are not settled mutually or fail to negotiate their differences, then the aggrieved Party shall by giving a notice to the other Parties to refer the dispute or difference to a Sole arbitrator to be appointed mutually by the Parties. The arbitration shall be conducted according to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and the place of arbitration shall be ...(Name of the Place)

12. Jurisdiction and Governing Laws:

Subject to Clause 11, the Parties hereto irrevocably submit to the sole and exclusive jurisdiction of the.....(Name of the Courts) This Agreement is governed by the laws subsisting in India and any amendments thereto.

13. Assignment:

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

14. Miscellaneous:

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

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

- 14.3 The Parties agree that in performing their respective responsibilities pursuant to this Agreement, they are independent contractors and their personnel are not agents or employees of the other for any purpose whatsoever, and are not entitled to each other's employees' benefits. Each party is solely responsible for compensation of its personnel and for payment of workmen's compensation, disability and other similar benefits, unemployment and other similar insurance and for the withholding of other taxes and social security. Nothing herein may be construed to create an agency, joint venture; partnership or other relationship between the parties other than independent contractors.
- 14.4 If any provision of this Agreement is declared inoperative, void or illegal by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be affected and shall continue to operate in full force unless this Agreement is thereby rendered impossible from perform.
- 14.5 If either of the Parties at any time fails to require strict compliance with any term or condition hereunder, such failure will not constitute a waiver of such term or condition or of any subsequent breach of that term or condition or a waiver of any other term or condition. For the avoidance of doubt, each Party's/ies' rights under this agreement may be used asset each considers appropriate, and apply in addition to any law. Each party loses its rights only if it specifically waives them in writing.
- 14.6 All the terms and conditions which by its very nature, survive termination/expiry of the Agreement, shall survive such termination/expiry.
- 14.7 This Agreement may be executed in two (2) parts each which shall be deemed original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF THE Parties have caused this Agreement to be executed on(Day).... of(Month) , 20 by their duly authorised representatives as a

legally binding contract in 2 (two) original copies on the day and year first written above, each Party receiving one original copy.

1. For and on behalf of Lead Generator

Signature :
Signature:.....
.....

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

2. For and on behalf of Company A

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

For and on behalf of Company Z

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

Appendix-1

Scope of Work:

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

JOINT MANAGEMENT

1. Management Committee

- 1.1. The Management Committee shall review and decide upon all important matters relating to the Grant of connectivity /LTA and the Group of Projects (other than matters falling solely within the Scope of Work of one Party and not affecting the interests of any other Party), in particular:
 - 1.1.1. establish the Grant of connectivity and LTA format, coordinate the preparation of the technical and commercial content of the Grant of connectivity by the Parties and collate the Grant of connectivity for submission to the STU and negotiation in relations to the Group of Projects and any proposed Variation, supplement or amendment thereto;
 - 1.1.2. any proposed revision of the Grant of connectivity /LTA or Group of Projects price(s);
 - 1.1.3. any proposed modification, reduction or extension of the Group of Projects schedule and, at the request of a Party, any work schedule previously agreed between the Parties;
 - 1.1.4. any proposed reallocation of supplies, services or responsibilities among the Parties;
 - 1.1.5. any proposed revision of the Proportionate Shares of the Parties;
 - 1.1.6. any proposed addition of another party to or expulsion of an existing Party from this Agreement;
 - 1.1.7. any other important matter raised by any of the Parties.
- 1.2. Each Party shall appoint a representative who shall be an officer or director of that Party and an alternate by notice in writing within (1) (one) week of the date of this Agreement. Each Party may revoke the appointment of and replace its representative and alternate by notice in writing to the Management Committee.
- 1.3. Meetings of the Management Committee shall be convened by the Lead Generator at least (4) (four) times a year and, should circumstances so require, at any other time at the request of a Party, stating the circumstances, by giving (2) (two) weeks' notice in writing

or such lesser period of notice as the circumstances may reasonably demand.

- 1.4. Each representative, or alternate in the absence of the representative, shall be deemed to have the authority to represent the Party appointing him or her in respect of all matters concerning the Management Committee.
- 1.5. Meetings of the Management Committee shall normally be held at the Lead Generator's offices or otherwise as mutually agreed. In cases of particular urgency, decisions may also be reached by telephone, correspondence, telex, email or facsimile. All decisions arrived at by telephone or facsimile shall be promptly confirmed in writing to every representative on the Management Committee by the Lead Generator's representative.
- 1.6. All decisions of the Management Committee must be unanimous save as except where it has been expressly stated in this Agreement.
- 1.7. Should a meeting of the Management Committee fail to achieve unanimity on a proposal, a decision on that proposal shall be adjourn In the event that the Parties are unable to arrive at an unanimous decision or on a modified proposal within 5 (five) working days of the original meeting and if a continued failure to resolve the issue would put the due performance of the Group of Projects materially at risk or in case of emergency, the Chairperson of the Management Committee shall be and hereby is empowered to take a decision to safeguard the common interest of the Parties and shall report such decision immediately to the other Parties. Such decision shall be duly implemented by the Parties without delay and without prejudice to the provisions of Clause 11 (Dispute - Resolution).If any Party fails to cause its representative or alternate to attend at a duly convened meeting of the Management Committee the meeting shall be adjourned for 2 (two) working days and the Parties shall immediately be notified by telex or facsimile of such adjournment. If the non-attending Party fails to cause its representative or alternate to attend the resumed meeting other than as a result of causes beyond the control of that Party, then unanimous decisions taken by those present at such meeting shall constitute a valid decision of the

Management Committee.

- 1.8. The representative (or alternate in the absence of the representative) appointed by the Lead Generator shall chair all meetings of the Management Committee.
- 1.9. The representative of the Lead Generator shall distribute minutes of each meeting of the Management Committee to each Party without delay. The minutes shall be deemed to have been accepted by the other Parties unless comments are made in writing within ten (10) working days of their distribution.
- 1.10. If any Party is in default under Clause 5 (Termination) then notwithstanding any other provision in this Agreement or its Appendices, such defaulting Party shall not be entitled to take part in any approval, action, step or proceedings with respect to the Agreement and the representative or alternate of such defaulting Party shall have no right to participate in the voting at any meetings of the Management Committee and any decisions or actions to be taken by the Management Committee in its absence shall be deemed a decision or action of the Parties.
- 1.11. The costs incurred by each Party in respect of its representative or alternate in the functioning of the Management Committee shall be borne by such Party and shall not be a cost chargeable to the other Parties.

Ownership or registered lease agreement or registered sale agreement of the land required for the capacity of Stage-II Connectivity:

Towards compliance of above, the applicants shall be required to submit the following documents:

- i. Land related documents;
 - a) An Undertaking on company letterhead, clearly indicating total land required for the project and the land acquired (Ownership or lease rights), signed by authorized signatory under company seal. The undertaking will also include declaration that the subject land has not been/will not be used for any other project/purpose.
 - b) 'Title report' in the applicant's favour executed by a registered advocate holding inter alia clear and present vesting of land rights (ownership or lease rights).
 - c) Registered documents regarding land rights in the applicant's favour. The documents, if not in English or Gujarati language, shall be furnished along with its English or Gujarati translation from authorized translators.
 - d) Board Resolution along with letter of authorization, if any, specifying the authorized signatories on behalf of applicant's company.
- ii. Financial closure of the project (with copy of sanction letter):

Towards compliance of above, the applicants shall be required to submit the following documents:

- a) Declaration/Undertaking:

An Undertaking on company letterhead signed by authorized signatory under company seal providing the following particulars:

Total project cost:

Amount of loan from financial institution (if any):

Amount of equity/funding from applicant company (if any):

Amount of equity/funding from parent company (if any):

- b) Board Resolution along with letter of authorization, if any, specifying the authorized signatories on behalf of applicant's company.

In support of the particulars so provided under clause (a) above, the Applicant shall be required to provide the following documents:

i). In case of loan from financial institution:

Sanction letter from the loan issuing entity(ies)

And

Acceptance letter from the applicant company towards sanction of loan.

ii). In case of equity /funding from applicant's company

An Undertaking/declaration on company letterhead signed by authorized signatory under company seal towards the amount to be funded by the applicant company clearly mentioning the name of the project.

iii). In case of equity/Funding from Parent company:

Board Resolution of Parent Company towards the amount to be funded by the parent company clearly mentioning the name of the applicant company and the project.

OR

Release of at least 10% of the project cost including the land acquisition cost through equity, duly supported by Auditor's certificate:

Towards compliance of above, the applicants shall be required to submit the following documents:

- a) An Undertaking on company letterhead signed by authorized signatory under company seal mentioning total project cost and total amount released.
- b) Auditor's Certificate w.r.t. release of 10% of the project cost.
- c) Board Resolution along with letter of authorization, if any, specifying the authorized signatories on behalf of applicant's company.