

**Detailed Procedure for Grant of  
Connectivity & GNA notified under  
CERC (Connectivity and General  
Network Access to the inter-State  
Transmission System)  
Regulations, 2022**

CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED

10.04.2026

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## 1. Short Title and Effective Date

This Detailed procedure may be called as the “Detailed Procedure to the CERC Connectivity and GNA Regulations, 2022”.

This Detailed procedure shall come into force from the date of its notification by the Nodal Agency, i.e. Central Transmission Utility (CTU).

The present Detailed Procedure is in supersession of the earlier Detailed Procedure to the CERC Connectivity and GNA Regulations notified by the CERC vide notification No. L-1/261/2021/CERC dated 14.10.2022.

## 2. Definitions: Terms not defined under the Act, Regulations

Words and expressions defined/used in the present Detailed Procedure shall have the meaning assigned to them in the specific context.

Word and expressions not defined herein but defined in the Act or Regulations notified by the Central Commission (CERC) shall, unless the context otherwise requires, have the meanings assigned to them under the Act or such Regulations, as the case may be.

Reference to any Acts, Rules and Regulations shall include amendments or consolidation or re-enactment thereof.

### (i) “Advisory”

shall mean the binding Advisory(ies) issued by Central Transmission Utility on its official website regarding the submission, processing and administration of Connectivity & GNA applications and grants and any other administrative process required to be undertaken by the Nodal Agency in pursuance of the Regulations and this Detailed Procedure.

The date of the effectiveness of the advisory shall be as specified in the advisory.

Thereupon, the same shall be incorporated as an “Amendment” to the Detailed Procedure, by the Nodal Agency within a period of 6 months.

### (ii) “CMETS (Consultation Meetings for Evolving Transmission Schemes)”

shall mean the meeting convened by the Central Transmission Utility for the constituents of respective Electrical Regions for consultation on the transmission system proposals and applications received for grant of Connectivity or GNA , grant of addition of installed capacity under 5.2 regulation, change of source etc. under the Regulations; with the participation of Central Electricity Authority, Regional Power Committees, National Load Despatch Centre, Regional Load Despatch Centre, State Transmission Utilities, applicants, concerned Renewable Energy Implementing Agencies and the Connectivity/GNA applicant(s).

**(iii) “Competent Authority”**

in the context of approval of transmission schemes evolved by CTU shall mean such authority as notified by the Ministry of Power.

**(iv) “Common Transmission System (CTS)”**

shall mean augmentation without ATS in terms of Regulation 7.2.

**(v) “CTUIL Office”**

shall mean and refer to “Floor No. 5-10, Tower 1, Plot No. 16, IRCON International Tower, Institutional Area, Sector 32, Gurugram, Haryana – 122001”.

For all legal and regulatory purposes, communications shall be sent by the entities to the Nodal Agency on the aforesaid address.

**(vi) “Date of Award for ISTS Scheme”**

shall mean date of issuance of Office Memorandum by competent authority (MoP/NCT/CTU) for the purposes of RTM projects and shall mean Effective Date as defined in Transmission Service Agreement for the purposes of TBCB projects.

**(vii) “Joint Co-ordination Committee Meeting (JCC)”**

shall mean the meeting convened by the Central Transmission Utility for respective Electrical Regions for review of milestones and schedules of concerned grantees of Connectivity and GNA and related transmission system developers.

**(viii) “Principal Entity” & “Sharing Entity”**

The Entity, which has already been allocated a terminal bay of an ISTS substation under Regulation 5.6 of the GNA Regulations, shall be considered as Principal Entity, and the other applicants sharing the terminal bay with such a Principal Entity shall be considered as Sharing Entity(ies). The entity under Regulation 5.7, owning the dedicated transmission system shall be the Principal Entity and the other entity sharing such dedicated transmission system shall be the Sharing Entity(ies). A sharing agreement shall be entered among the entities for sharing the terminal bay, switchyard, and the dedicated transmission lines, as the case may be. Any revision in the status of Principal Entity and Sharing Entity (ies) shall be subject to the provisions of applicable Regulations, Procedures.

**(ix) “Nodal Agency”**

under the present Detailed Procedure shall mean and refer to “CTU”.

**(x) “NSWS Portal”**

shall mean and refer to <http://www.nsws.gov.in>, the portal for submission of applications and documents pertaining to Connectivity/GNA, including but not limited to grant of

Connectivity/GNA, change of source, submission of technical data, request for addition of installed capacity under 5.2 regulation etc.

**(xi) “ROFR”**

shall mean Right of First Refusal given under Regulation 5.11(b) and vide the Commission Order dated 08.12.2025 in Petition No. 14/SM/2025 to the REGS (with or without ESS) or RPPD based on solar source and RHGS with a combination of solar source with another source, for making an application for an additional capacity either under Regulation 5.2 of Regulation 5.11(a) of the GNA Regulations.

**(xii) “Working Days”**

shall mean the working days as per CTU’s calendar and schedule of holidays [and including any gazetted or official holidays, if applicable upon CTU]. The list of CTU holidays shall be made available on CTU’s website <https://www.ctuil.in>.

**(xiii) “Interpretation in case of conflict”**

The present Detailed Procedure has been as per the mandate under CERC GNA Regulations, 2022, and, in case of any conflict with the provisions of the Act and the Regulations, the express provision of the Act/Regulations, shall prevail over the provisions of the Detailed Procedure.

**3. Eligibility for Connectivity to ISTS**

**(i) Minimum Eligible Quantum for Connectivity & Enhancement of Connectivity**

The minimum eligible quantum for grant of Connectivity shall be as per the criteria specified for the applicable category of applicant under Regulation 4.

Provided that in case of an application for enhancement of connectivity under 50 MW (25 MW in case of NER/Sikkim) or applying under Regulation 4.2 for addition of generation capacity of less than 50 MW (25 MW in case of NER/Sikkim) shall be permissible only for an existing Connectivity Grantee, and in such case the minimum eligibility quantum criteria as provided under Regulation 4.1 shall not apply.

As regards, application for grant of connectivity to REGS or ESS seeking connectivity to the transmission network of BBMB, the processing of the Application shall be done in terms of Regulation 4.4.

**(ii) Connectivity to both ISTS & InSTS**

A generating station under Regulation 4.3, already connected to or intending to connect to intra-state transmission system shall also be eligible as an applicant for Connectivity to ISTS.

Provided that such an applicant must submit documents with application, regarding:

- installed capacity,
- capacity connected to InSTS,
- appropriate applications submitted to STU or intimation/letter issued by STU

Provided further that an applicant shall not be eligible for availing connectivity to both Intra- State Transmission System and Inter-State Transmission System for the same capacity. If such an entity already has been granted or is availing Connectivity to Intra State Transmission System, only balance capacity shall be eligible to be applied for ISTS Connectivity.

In case the entity which is already connected to intra-state is seeking Connectivity to ISTS it shall disconnect the said quantum from intra-state system before physical connection to ISTS. Further, such entity shall submit NoC from respective STU regarding disconnection for such quantum of Connectivity from the InSTS before physical connection to ISTS, at the time of application.

However, in case the NoC for disconnection from STU is not available at the time of application, then the applicant may share the letter submitted by applicant to STU (and endorsed by the STU) for disconnection with the application. In such instance, the applicant needs to submit the NoC within 2 months from the date of issuance of minutes of CMETS meeting wherein the application for Connectivity is agreed for grant. Only upon submission of NoC from STU (for disconnection), the intimation for grant of Connectivity shall be issued.

In case of non-submission of NoC from STU within 2 months, the Connectivity application shall be closed and Application Fee shall be forfeited.

### **(iii) Default in payment of Outstanding Transmission charges or opening of LC under CERC Sharing Regulations**

In case a Generator or DIC has failed to make payment of outstanding transmission charges or to open LC, as applicable, such Generator or DIC shall be liable for action by the CTU in terms of Regulation 16.3 or in accordance with the LPS Rule, as applicable,

### **(iv) Blacklisted entities debarred from applying Connectivity & GNA to CTU**

Entities that have been blacklisted by CTU, treatment of application from such entities shall be treated in terms of the CTU's Procedure for Inquiry in cases of alleged Fraud or Transgression in submission of applications, information, eligibility documents, milestones etc. for grant of Connectivity and GNA, uploaded on CTUIL website.

### **(v) Treatment of Land BG in cases where application is closed before In-principle grant of Connectivity**

Land BG submitted under Regulation 5.8(xi)(c) or (vii)(c) of GNA Regulations shall be returned and discharged, if the application is closed before In-principle grant of

Connectivity. However, if the applicant wishes to re-use the same Land BG in another fresh application, the same may be allowed on the specific request of applicant before proceeding with the closure of the application. Land BG once returned/discharged cannot be used in another application.

#### **4. Application for Grant of Connectivity and GNA**

##### **(i) Submission of applications on NSW Portal**

Applicants shall submit the Connectivity/GNA applications to Nodal Agency through NSW Portal as per the applicable formats. The application formats available at NSW portal are as follows:

- (a) Application under Regulation 4.1, 4.2, 4.4.1, 5.6, 5.7 and 5.11 for Connectivity to ISTS
- (b) Application under Regulation 5.2 for addition of Generation Capacity Including ESS within the Quantum of Connectivity Granted
- (c) Application for Transfer of Connectivity under Regulation 15
- (d) Notice for Relinquishment of Connectivity under Regulation 24
- (e) Application under Regulation 20.1, 20.3 And 20.4 For Entities Under Regulation 17.1(ii), (iii), (v) and (vi) For Grant Of GNA/ GNA RE
- (f) Application under Regulation 19.2 for Additional Grant of GNA to STUs
- (g) Notice for Relinquishment of GNA under Regulation 25
- (h) Application under Regulation 20.2 for Entities Under Regulation 17.1(iv) For Grant Of GNA
- (i) Application for use of GNA by other grantee(s) Under Regulation 23
- (j) Submission of Technical Connection data for RE Generator/ BESS/ Thermal/ Hydro/ Nuclear Generating Stations including Pumped Storage Projects (PSP)/ Bulk Consumer/ Distribution Licensee/ Transmission Licensee.

##### **(ii) Payment of Application fees on NSW Portal at the time of application**

Applicants shall pay the application fee (as applicable) through online mode along with GST online (as applicable) through NSW portal at the time of submission of the application.

For making the payment, the current GST and PAN No. details of Central Transmission Utility of India Limited are as follows: GST No.- 06AAJCC2026N1ZM and PAN No.- AAJCC2026N.

##### **(iii) Display of details of the applications on Nodal Agency's website**

The details of the applications made by applicants on NSW website shall be displayed on Nodal Agency's website - <https://www.ctuil.in>.

#### **(iv) Major Deficiencies –**

shall mean deficiencies/deviations of such nature which affects the fundamental conditions for making an application mandated for compliance and render the application incomplete for further processing and liable for summary closure.

The list of the major deficiencies shall be as per the list uploaded on the CTU's website and as updated from time to time.

#### **(v) Minor Deficiencies –**

shall mean discrepancies of lesser and minor nature which does not fundamentally impact the eligibility conditions/terms and can be cured by the applicant within the timelines as specified in the Regulations.

The list of the minor deficiencies shall be as per the list uploaded on the CTU's website in terms of Regulation 3.5 as updated from time to time.

#### **(vi) Treatment of Applications as per Major and Minor Deficiencies:**

- (a) The applications bearing any of the major deficiencies shall be summarily rejected and closed by Nodal Agency without revert and 20% application fee shall be forfeited. Pursuant thereto, a closure letter shall be issued to the applicant by Nodal Agency within 10 working days of the receipt of the application.
- (b) Balance 80% of the application fee shall be refunded to the applicant within 15 days of the date of Nodal Agency's closure letter.
- (c) Applications having minor deficiencies or which need clarifications shall be reverted back by CTU within Ten (10) working days of the receipt of application, in order of date and time of receipt of application in a particular electrical region. Applicants shall rectify the same within 7 working days of being notified by CTU.
- (d) In case application has been reverted due to minor deficiencies and applicant changes the application Route in the revised application, the same shall be treated as non-compliance to rectification of minor deficiency and application shall be closed in the manner stipulated in Regulation 3.5
- (e) No other document/ information through email or any other mode shall be accepted after submission of revised application after rectification of deficiencies on NSWS portal.
- (f) Application shall not be reverted on account of minor errors in the Land BG for the application submitted under Regulation 5.8 (vii)(c) and 5.8 (xi)(c), however the applicant shall be required to rectify the errors in the BGs as informed by the CTU within the timeline as specified by the CTU.
- (g) If a deficiency which is not covered in any of the above lists is found during scrutiny of the application, it will be categorized as either major or minor depending on the nature of the discrepancy (generally and also in relation to the discrepancies

already classified as major or minor) and appropriate action will be initiated upon first occurrence. CTU will add this newly identified deficiency to the appropriate list above and update the same on its website. Updated list shall be made effective from the subsequent month (Month 1) from the month (Month 0) in which the list has been uploaded on CTU website.

- (h) In case of closure of any Land-BG based application on account of major deficiency, or non-submission of revised application within applicable timeline after revert or due to discrepancies in the revised application, the land BG may either be returned or may be considered for fresh application, on specific request by the applicant.
- (i) Revised application shall be closed if the following documents (which may affect the eligibility of the applicant) enclosed in the revised application have been executed after the date of original application:
- Sale Deed/Lease Deed/Right to Use Agreement/GO or Advance Possession letter;
  - ILoA/PPA;
  - Land BG;
  - Authorization certificate towards RPPD.

Provided that any amendment or rectification of the above originally submitted documents may be accepted.

**(vii) Scrutiny and processing of Connectivity/GNA applications received in a month together:**

The scrutiny of Connectivity applications received in a month shall be undertaken simultaneously for processing in terms of Regulation 3.6 and all applications found to be in conformity with the requirements of eligibility and completeness shall be grouped as per their Electrical Region and considered together for grant of Connectivity. The inter-se priority of applications shall be accorded as per the date and time of receipt of the application, wherever required.

The scrutiny of GNA application shall be done in terms of Regulation 3.5 and shall be processed in terms of Regulation 22.1(b) and 22.2(b). All applications found to be in conformity with the requirements of eligibility and completeness shall be grouped as per their Electrical Region and considered together for grant of GNA. The inter-se priority of applications shall be accorded as per the date and time of receipt of the application, wherever required.

**(viii) Withdrawal of applications for Connectivity/GNA by applicant**

Withdrawal of applications for Connectivity/GNA shall be governed by Reg. 3.7 of the GNA Regulations. For cases wherein application withdrawal happens after Final Grant

(under Regulation 3.7.4) but before signing of Connectivity Agreement. It is clarified that the “signing of Connectivity Agreement” shall mean “signing of Cat-1 Agreement”.

In case of partial withdrawal of Connectivity due to non availability of bay at particular voltage at the substation or the non availability of capacity at substation, the treatment shall be done in terms of Regulation 3.7.2 of the GNA Regulations.

#### **(ix) Provision for Online Payment against BG Encashment**

In terms of Regulation 3.8, CTU shall not accept any payment in lieu of the Bank Guarantee(s) after the date of revocation.

#### **(x) Payment in lieu of encashment of Conn-BGs**

An applicant or grantee of Connectivity or GNA may submit a request to deposit monies equivalent to the bank guarantee(s) to be invoked to the Nodal Agency prior to the date of default or with the request for withdrawal/closure of application or relinquishment of Connectivity/GNA in CTUIL account as per the following details:

- **Beneficiary Name:** Central Transmission Utility of India Limited.
- **Current Account No.:** 50200104664432
- **Bank and Branch:** HDFC Bank, Sco-36, Sector 14, Gurgaon, Haryana, 122001
- **IFSC Code:** HDFC0000090

Provided further that such deposition of monies shall be unconditional and an undertaking to this effect shall be submitted by the concerned grantee.

Provided further that the grantee shall submit requisite payment details to the Nodal Agency.

Provided further that only upon confirmation of receipt of payment in the specified bank account, the Nodal Agency shall not proceed with encashment of such bank guarantee(s) with issuance of revocation/relinquishment/closure letter.

#### **(xi) Digital Signatures:**

Applicant shall have a legally valid digital signature certificate (Class 3 – SHA2 – Signing Component or higher) mapped with the name of Applicant company as per Interoperability guidelines of Controller of Certifying Authorities (CCA) of India, Ministry of Communications and Information Technology for submitting an online application or any request through the NSWS portal.

#### **(xii) Communication to specified contact persons to be complete and binding on the applicant**

Information/notices shared with primary and secondary contacts as mentioned in the application, shall be deemed to be complete and binding on the applicant or Connectivity/GNA grantee.

All communications from the applicant or Connectivity/GNA grantee must bear the name and designation of the person signing the letter. Further, the communication must be shared on company letterhead or official company email and should bear the name of the applicant or Connectivity/ GNA grantee.

**(xiii) Change in specified contact persons of Connectivity & GNA applicant/grantee**

Any formal request for change in the details of the primary and secondary contacts in Nodal Agency's records, shall be accompanied with due documentation authorizing the new representative through a Board Resolution of the company. Further, change in the details of contact person can also be accepted on a formal request from the person authorized by the board of the company along with the application/grant details.

Applicant company shall be duty bound to inform the Nodal Agency in case of change in the status of primary and secondary contact persons.

**(xiv) Applications under 5.11(a)(i) & 5.11(a)(ii) [Non-Solar Hour Access through a separated DTL or in sharing with an entity with Solar Hour Access]**

Application under 5.11(a)(i) in their application must clearly mention the name of the specific substation where the applicant intends to connect (Name of substation where the margin for non-solar hours is declared in CTUIL website in line with Annexure-IV of GNA Regulations).

Application under 5.11(a)(ii) in their application must clearly mention the name of the entity (along with App. No and/or Bay No.) through which the entity intends to connect for Non-Solar Hour access along with the name of the specific substation (Name as per margin for non-solar hours declared in CTUIL website in line with Annexure-IV of GNA Regulations).

**5. Further Particulars for Application for Grant of Connectivity, Quantum of Application, Documents to be Submitted etc.**

Application for Connectivity shall be strictly in accordance with the provisions of Regulations 5. Further, Connectivity quantum applied shall be as per Regulation 4 and Regulation 5 read together.

For the purposes of an application under Reg. 5 read with Reg. 4.3 regarding dual connectivity to ISTS and InSTS, the phrase "intending to get connected" shall be meant to imply

- (a) Connectivity intimation of respective STU; or
- (b) copy of the application submitted and endorsed by STU,

clearly specifying the quantum of Connectivity granted by or applied to such STU.

Provided further that the applicant shall be obligated to ensure that the sum of capacity applied to CTU and respective STU shall not be less than the installed capacity (or the total project capacity).

**(i) Provisions for sharing of terminal bays at ISTS end and dedicated transmission infrastructure for entities under Regulations 4.1(a), 4.1(b), 4.1(c), 4.1(d), 4.1(e) and 17.1(iii).**

A new Connectivity Applicant may apply for grant of Connectivity, in terms of Regulation 5.6, at a terminal bay:

- (a) of an ISTS sub-station already allocated to another entity which has been intimated in-principle or final grant of Connectivity under Regulation 4 of these regulations or
- (b) at switchyard of a generating station having Connectivity to ISTS [application under Regulation 4.1 (e)], or
- (c) of an ISTS sub-station already allocated to an entity covered under Regulation 17.1(iii),

However, such Applicant seeking to utilize terminal bay as above shall submit, with the application, an Agreement duly signed between the Applicant and the said entity for sharing the terminal bay, switchyard, and dedicated transmission lines, as the case may be.

The applicable Connectivity Bank Guarantee as per Regulation 8 of the GNA Regulations shall be submitted by the new Applicant.

**(ii) Multiple new Connectivity Applicants applying for common bay**

Two or more new Applicants may apply for grant of Connectivity on a common terminal bay under Regulation 5.7, subject to submission of mutual agreement, with application, duly signed between the Applicants themselves for sharing the common terminal bay and Dedicated Infrastructure. However, each Applicant must individually submit applicable Connectivity Bank Guarantees as per Regulation 8 of the GNA Regulations.

**(iii) Agreement for Sharing of terminal bays & Dedicated Infrastructure during CMETS**

In addition to the above, sharing of terminal bays and dedicated transmission infrastructure may also be agreed by the Applicants, not covered under Regulations 5.6 and 5.7, during the CMETS Meetings for optimal utilization of connectivity in terms of Section 38(2)(c) of the Electricity Act, 2003. Such sharing of terminal bays and dedicated transmission infrastructure shall be considered *pari materia* with provisions of Regulations 5.6 and 5.7 depending on the nature of sharing entities. The example of such sharing of terminal bays and dedicated transmission infrastructure is as under:

*Two Applicants, namely, ABC and XYZ apply individually for connectivity at the same substation e.g. Bikaner-V. ABC has applied for 50 MW capacity on 01.09.2025 and XYZ has applied for 150 MW on 03.09.2025. As a part of planning studies, CTU may in the interest of optimal utilization of Connectivity resources, propose the grant of Connectivity to ABC and XYZ through a common bay under Regulation 5.6 or Regulation 5.7, as the case may be. In such a case both ABC and XYZ shall submit a bay sharing agreement within a period of 15 days of the holding of such CMETS. In case no such bay sharing agreement is received within a period of 15 days, the sharing of bays shall be considered as deemed agreed in terms of the Principal Entity and Sharing Entity as identified in the CTU's Agenda or the deliberations undertaken in the meeting. In-principle grant of Connectivity shall follow as per the CMETS.*

**(iv) Provisions for sharing of terminal bays and dedicated transmission infrastructure for entities under Regulation 4.1(e) and 4.3.**

Applications under Regulation 4.1(e) shall be accepted only for entities sharing Electrical System & Dedicated Infrastructure of Conventional Generating Stations (Thermal, Gas, Hydro (including PSPs), Nuclear etc.) & the applicant shall submit an agreement to share Electrical System & Dedicated Infrastructure duly signed by the Applicant and the Generating Station (as Lead Generator) through whose electrical system such Applicant is seeking Connectivity along with the application.

For Applicants under Regulation 4.3, sharing of InSTS Terminal Bay & Dedicated Infrastructure shall be under the purview of concerned STU.

**(v) Provisions related to Principal Entity:**

- (a) In case of an application made under the provisions of Regulation 5.6, the entity, which has already been allocated a terminal bay of an ISTS substation will be designated as “Principal Entity”. The applicants sharing the terminal bay with such a Principal Entity shall be considered as the “Sharing Entity(ies)”. Such an applicant shall submit, along with the application, the sharing agreement entered with the Principal Entity for sharing the terminal bay, switchyard, and the dedicated transmission lines, as the case may be, to CTU. Each entity shall be responsible for compliance of the provisions of the Grid Code and other Regulations.
- (b) If the application is made under the provisions of Regulation 5.7, the entity owning the dedicated transmission system shall be the Principal Entity and the other entity sharing such dedicated transmission system shall be the Sharing Entity(ies). Such applicant shall submit, along with the application, the sharing agreement entered with the Principal Entity for sharing the terminal bay, switchyard, and the dedicated transmission lines, as the case may be, to CTU.

Each entity shall be responsible for compliance of the provisions of the Grid Code and other Regulations.

- (c) In case of sharing agreed to in CMETS, the Principal Entity will be designated as the Applicant which is placed higher in priority in terms of date stamp methodology subject to considerations including start date of connectivity, quantum applied, inter-se agreement between parties and other relevant considerations necessary for planning and utilization purposes.

Provided that any request for change in the name of the Principal Entity, covered under Regulation 5.6 or Regulation 5.7, as the case may be, may be considered by CTU without any change in firm start date of Connectivity. In such case, CTU may issue revised grant limited to the change in the name of the Principal Entity.

**(vi) Requisite Conn-BGs:**

- (a) In the cases dealt under Regulation 5.6 and 5.7 and also as those agreed in the CMETS Meeting (pari materia to Regulation 5.6 or 5.7), Conn-BG-1 is to be mandatorily submitted individually by the Principal Entity and the Sharing Entity(ies).
- (b) In the cases dealt under Regulation 5.6 and 5.7 and also as those agreed in the CMETS Meeting (pari materia to Regulation 5.6 or 5.7), Conn-BG-3 shall be mandatorily submitted by the Principal Entity and the Sharing Entity(ies) if the connectivity has been agreed to be granted through existing ISTS and augmentation without ATS;
- (c) Conn-BG-2 is to be separately submitted by the Principal Entity and Sharing Entity(ies) if the terminal bay is being implemented under the scope of ISTS;
- (d) If the terminal bay is being implemented by an entity (or is in the scope of implementation of a Connectivity grantee), no Conn-BG-2 is required to be furnished either by such entity or by the other entity(ies) sharing such terminal bay.
- (e) For the cases covered under Regulation 7.2 of the GNA Regulation where the augmentation with ATS is required, if such ATS and terminal bay(s) are planned for more than one entity, Conn-BG-2 shall be intimated by CTU and furnished by entity (ies) in proportion to the quantum of Connectivity applied for by such entity (ies).

**(vii) Sharing Agreement:**

The Sharing Agreement to be submitted by the parties has to be in accordance with the Model Sharing Agreement i.e. FORMAT-CONN-SHARE available on CTU website.

The modularity of sharing of dedicated transmission line or ISTS terminal bay/switchyard permissible under Regulation are as follows:

| Table A: Scenarios of Sharing and Modalities |   |  |  |   |
|--|---|--|--|---|
| Type of Sharing                              | Sharing by (Principal Entity)   | Sharing with (Sharing Entity)  | Sharing Agreement  | Criteria  |
| Reg. 4.1(e)                                  | Entities under Reg. 4.1 (full day access), 5.11(a)(i), 5.11(b) or 5.11(c)             | Entities under Reg. 4.1 (full day access), 5.11(a)(i), or 5.11(c)            | Required at the time of application*                     | In-principle or final grant must have been issued to the Principal entity or GNA has been made effective, as the case may be, with whom sharing is to be done |
| Reg. 5.6                                     | Entities under Reg. 4.1 (full day access), 5.11(a)(i), 5.11(b), 5.11(c), or 17.1(iii) | Entities under Reg. 4.1 (full day access), 17.1(iii), 5.11(a)(i), or 5.11(c) |  |   |
| Reg. 5.7                                     | Entities under Reg. 4.1 (full day access), 5.11(a)(i), 5.11(b) or 5.11(c)             | Entities under Reg. 4.1 (full day access), 5.11(a)(i), or 5.11(c)            |  |   |
| Reg. 5.11(a)(ii)                             | Entities under Reg. 5.11(b)   | Entities under Reg. 5.11(a)(ii) or 5.11(c)                                   | Required within 6 months of final grant of connectivity* | In-principle or final grant must be issued to Principal entity with whom sharing is to be done  |
| Reg. 17.3                                    | Entities under Reg. 4.1 (full day access), 17.1(iii), 5.11(a)(i), 5.11(b) or 5.11(c)  | Entities under Reg. 17.1(iii)  | Required at the time of application*                     |   |

*\*In case of sharing among same company, sharing agreement shall not be required.*

General documents/information to be submitted by applicants along with applications:

**(viii) Submission of singular SCOD date under the application**

The applicant(s) under the application shall submit a singular SCOD date. The said date shall be considered as the “SCOD date” for all purposes, including administration under Regulation 24.6.

In case of applications under Reg. 5.2 and 5.11, the SCOD shall be aligned in line with Reg. 5.2(g) or 1(e) of Annexure IV to the GNA Regulations, and such SCOD shall be

considered the “SCOD” as per application for all regulatory purposes, including administration of Regulation 11A and Regulation 24.6.

**(ix) Documents Required as Part of Application**

All the documents being submitted with the application are required to be submitted in the name of applicant company applying/seeking Connectivity/GNA.

Provided that in case of Lead Generator seeking Connectivity or additional generation capacity under Reg. 5.2 on behalf of any other entity, the LOA/PPA in term of clause (n) below or Land Documents in terms of clause (o) below or the Land BG in terms of clause (o) below, may also be submitted in the name of other entity.

Applicants shall submit the following documents along with the application seeking grant of Connectivity/GNA: -

**(a) Affidavit –**

Applicant shall submit the affidavit strictly as per the FORMAT-AFFIDAVIT on a non-judicial Stamp Paper of such denomination as prescribed in the State of execution of Affidavit and not less than a denomination of Rs. 10/-. Affidavits with affixed revenue stamps / special adhesive stamps in place of non-judicial stamp paper shall not be accepted. Applicants shall submit affidavit complete in respect of all the formalities such as signatures, attestation from Notary, placement of company seal, name of signatory.

**(b) Signing of Affidavit and Application by the same authorized signatory: -**

The applicants shall ensure that the affidavit and the applications are signed by the same authorized signatory. In case of discrepancy, the application shall be liable for rejection.

Additional conditions to be met by applicants: -

- (a) Separate Affidavit for each application: Each application shall be supported by an individual affidavit and scanned copy of stamp paper or affidavit for one application shall not be used for any other application except for the revised application filed against the reverted application.
- (b) In case of multiple applications submitted by a single person/organization, each application shall be supported by a separately sworn-in and duly notarized affidavits.

**(c) Copy of Board Resolution –**

All applications shall be accompanied with a Board Resolution authorizing the signatory of application/Affidavit to carry out all activities related to Connectivity and GNA under GNA Regulations.

**(d) Geographical location/Coordinates of the Generation project**

The applicant shall provide coordinates of the Generation pooling station/switchyard in the application.

Provided that in case of applications received on Land-BG and LoA route also, the geographical location communicated in the application shall be treated as true for the purposes of planning of the transmission system.

The change in generation pooling station location (without change in land parcels) shall be permissible only once at any stage of application.

**(e) Registration number in CEA e-GEN portal along with CEA Certificate**

The applicant shall mention the name of the applicant and the Installed Capacity in the Connectivity application matching with the CEA Certificate along with URN number registered on CEA's e-gen portal.

**(f) Date from which the Connectivity is sought**

Applicant shall only submit a singular date as the start date of Connectivity and such date shall be subsequent to the date of the application;

Provided that the start date submitted in the application shall not by itself entitle the applicant for grant of Connectivity from such a date;

Provided further that in case the start date sought by the entity has passed at the time of grant of connectivity and connectivity is proposed to be granted with existing transmission system, CTU shall grant connectivity with a start date of 30 days from date of issuance of final intimation. The Connectivity grantee shall be obligated to complete post-grant compliances including signing of Cat-1 Agreement at least 7 days prior to the start date stipulated by CTU in the final intimation.

**(g) Sharing Agreement**

Applicant shall submit a Sharing Agreement (where necessary) for sharing the terminal bay or the switchyard and the dedicated transmission lines.

**(h) Lead Generator/Lead ESS Agreement [Re: Lead Generator/Lead ESS]:**

An Applicant applying in the capacity of Lead Generator or Lead ESS duly authorized by one or more generating station(s) or ESS(s) for applying for Connectivity to the ISTS at a single connection point, shall submit an agreement duly signed between the Applicant and the other Generating Station(s) or ESS(s), as applicable.

**(i) Grant Intimation issued by STU or Application made to STU [Re: Dual Connectivity]**

Application for dual connectivity shall be supported by either Connectivity intimation of respective STU or copy of the application submitted and endorsed by STU, clearly specifying the quantum of Connectivity granted by or applied to such STU.

**(j) Proof of application fee payment**

Accurate application fee payment details shall be provided to CTU.

**(k) Documents to be submitted by REGS (other than Hydro generating station) or ESS (excluding Pumped Storage Plant (PSP) shall include –**

- (a) Documents pertaining to LOA/PPA or Land route or Land BG route
- (b) Details of promoters and their shareholding pattern in the Company on the date of application.
- (c) Tentative Generation and drawal profile for the capacity for which Connectivity has been sought.
- (d) REGS (including RHGS) applicants/grantees, shall submit the detailed analysis/ simulation report of the generation profile at point of ISTS connectivity under different scenarios across the year. The report shall provide details regarding maximum possible power injection into the Grid under any profile.
- (e) The detailed analysis/report as above shall be submitted along with Connectivity application

**(l) Documents to be inter alia submitted by Renewable Power Park Developer**

- (a) Documents pertaining to Land route or Land BG route
- (b) authorization by Central / State Govt or Authorized agency on behalf of Central / State Govt to undertake infrastructural activities including arrangement of Connectivity on behalf of solar/wind power generators.

**(m) Documents for eligibility under LOA/PPA Route**

Applicant shall submit the following documents on NSWS portal:

- (a) Letter of Award (LOA) issued by or Power Purchase Agreement (PPA), entered into with, a Renewable Energy Implementing Agency or a distribution licensee or an authorized agency on behalf of distribution licensee, the Central Government approved third party which is acting as an authorized representative of a generating station (other than REGS replacing its scheduled generation by power supplied from REGS consequent to tariff based competitive bidding. 'Renewable Energy Implementing Agency' shall also include an entity designated by the Central Government or the State Government (including entity designated by Railway) to act as Intermediary procurer to buy power and sell to one or more

distribution licensee or any other entity (including Central/State Government or any of its department for own consumption)

- (b) In case of the Applicant being multi-located or Round-the-Clock REGS, where single LOA or PPA provides establishment of projects at multiple locations, the applicant shall be eligible to obtain the Connectivity based on such LoA or PPA, at any one location, upto the quantum for which LoA has been awarded or PPA has been executed or Installed capacity provided in the LOA or PPA at such location, whichever is lower. For balance capacity, if any, at this location and for capacity at other locations provided in the LOA or PPA, the applicant shall be eligible to seek the additional Connectivity under Regulation 5.8(xi)(b) or Regulation 5.8(xi)(c) of the GNA Regulations.

**(n) Documents for eligibility under Land route**

- I. Applicant shall submit the following documents on NSWS portal:

Registered Title Deed as a proof of Ownership or Registered Lease Deed or registered documents in support of Land Use Rights for 50% of the total land required for the project for which Connectivity is sought. Applicant shall ensure that the land documents to be submitted with the application of Connectivity under the GNA Regulations, 2022 should meet the following requirements:

- (a) Title Deed as a proof of Ownership (or)
  - (b) Lease Deed as a proof of Lease rights (or)
  - (c) Land use rights documents titled as “Land Use Right Agreement” (Model “Land Use Rights Agreement” available on CTU website under the Open Access -> Formats & Agreements -> For Fresh Applications) (or)
  - (d) Government Order issued by State Government allotting land to a Nodal Agency/applicant company for renewable energy project/park development, along with an Advance Possession letter to the project developer or Possession Certificate regarding handling over of the physical possession of the land to the project developer (applicable if possession details not mentioned in the Government Orders). (or)
- II. Any other type of land documents including but not limited to Sub-lease Deed, Leave and License Agreement, Agreement to Lease, Agreement to Sale, Power of Attorney, MoU, deed of assignment, Novation deed etc. shall not be acceptable.
- III. ‘Translation’- The documents towards demonstration of land (including title report, land undertaking, possession certificate, documents downloaded or issued by revenue department etc.), if not in English or Hindi language, shall be furnished along with its English or Hindi translation. Such translation shall be

accompanied with a notarized affidavit by the translator towards accuracy of the contents of the translated documents.

- IV. 'Title Report' in favour of Connectivity applicant executed by a registered advocate holding, inter alia, clear and present vesting of land rights (ownership or lease rights or land use rights) as per FORMAT- TITLE-REPORT counter-signed by the Applicant.
- V. An Undertaking towards submission of Land Documents as per FORMAT-UD-LAND.
- VI. Applicant shall also ensure that the land documents submitted with the application for Connectivity under the GNA Regulations, 2022 complies with the following requirements:
  - Land use rights documents shall be submitted in the format titled as "Model Land Use Right Agreement" made available on CTU website.
  - Registration of land documents: All land documents should be duly registered (in terms of Section 17 of the Indian Registration Act, 1908) with the appropriate authority of the respective State and should bear the unique Registration Number & the date of registration.
  - Clear, existing rights and possession under land documents: All land documents shall bear clear, and existing vesting of land rights including the rights to use and possess the land in favour of applicant at the time of application. Date of possession of the land shall be clearly mentioned in the land documents.
  - Land rights to be co-terminus with project – Land rights should generally correspond with the life of the project. The land rights should be equal to or greater than the project life.
  - No reference to possession on a future date in land documents:
  - Land documents being submitted must not have a reference for future date towards possession of land or a future effective date of agreement. All the rights must be present, vesting and enforceable as on the date of application.
- VII. Provision for BESS Projects : For BESS projects, land documents that have already been submitted or utilized for any other type of project shall also be acceptable, provided that the applicant shall submit the details of the identified land parcels for BESS within the existing project. The applicant shall also submit a declaration for using the segregated land in case of the BESS installed by the existing entity, or a NOC of the exiting entity for using the segregated land, or an agreement for use of the segregated land by the BESS project in case the BESS installed by the other entity.

VIII. Minimum land requirement for different type of RE projects: Applicant shall submit the land documents considering the per MW land area requirement as per following: -

- Solar: The minimum land requirement for solar standalone projects/power parks shall be 3 Acres/MW.
- Wind: The minimum land requirement for wind standalone project/ power parks shall be 0.25 Acre/MW. However, for wind projects, land parcels shall be suitable for development of Wind power project and contiguous land shall not be accepted. To substantiate the same, applicants shall provide capacity of the individual turbines considered for the project for calculation of the land requirement and placement of wind turbine generators (WTGs) on the land parcels indicating the inter-WTG distance in accordance with MNRE Guidelines. Applicant shall also submit the plotting of each WTG indicating the land parcel being utilized for the same. Further, applicant shall submit land parcels for minimum half the number of WTGs required for the project.
- BESS : The minimum land requirement for BESS projects shall be 0.03 Acres/MWh.
- Hybrid: The benchmark levels for Hybrid projects or with storage project shall be calculated as arithmetic sum of land requirement for each RE/ESS type.

The above benchmark levels are inclusive of Balance of Plant (BOP) requirements.

Further the Commission vide Order dated 08.12.2025 in Petition No. 14/SM/2025 has held as under:

*“22. Considering the above and in the interest of the sector, we relax the provision under Regulation 5.1 of the GNA Regulations only for the REGS and allow the RE Developers to install additional inverters, WTGs, or equivalent equipment for meeting technical compliances at the Point of Injection (POI). There shall not be any requirement of furnishing additional Conn-BGs and compliance of Regulation 5.8 of the GNA Regulations for such additional capacity to meet the reactive power compensation, internal losses (DTL loss), or any other technical compliance at the Point of Injection (POI), either applied under Regulation 5.1 or applied under Regulation 5.2.”*

IX. Thus, in accordance with the mentioned Commission’s direction, it is clarified that the above-mentioned benchmark level of land requirement are inclusive of the land required for installation of additional capacity, in the form of inverters, WTGs, or equivalent equipment deployed solely for reactive power compensation or losses or any other technical compliance at the Point of Injection (POI).

- X. Documents demonstrating either ownership, lease rights or land use rights are required to be submitted by Connectivity applicants. No other type of land documents including License Agreement, Agreement to Lease, Agreement to Sale, Power of Attorney, MoU, Easement Right, etc. shall be acceptable.
- XI. Minimum project cost/MW requirement for different type of RE/BESS projects:
- Solar: Rs. 5 Crore / MW
  - Wind: Rs.8 Crore / MW
  - BESS: Rs.2 Crore / MWh
  - Park: Rs. 0.5 Crore / MW
  - Hybrid: As per the configuration of the project

(to be updated from time to time on CTU website as per consultation with CEA and stakeholders)

Further, in terms of the CERC Order in 14/SM/2025, Applicant shall not be obligated to demonstrate expenditure or financial closure approval for the capital cost incurred or required to be incurred for required for installation of additional capacity, in the form of inverters, WTGs, or equivalent equipment deployed solely for reactive power compensation or losses or any other technical compliance at the Point of Injection (POI). It shall be deemed that the project cost is inclusive of such expenditures.

**(o) Documents for eligibility under Land-BG Route:**

Applicant shall submit the following documents on NSWS portal:

Bank Guarantee in lieu of ownership or lease rights or land use rights of land for 50% of the land required for the capacity for which Connectivity is sought as per format FORMAT-LAND-BG. The validity of Land BG shall not be less than 1 (one) year from the last date of the month in which Application has been received and shall be extended from time to time as required.

**(p) Bank Guarantee shall be submitted strictly as per the prescribed format.**

Validity of Land BG shall initially be kept for one year which shall be extended from time to time as per GNA Regulations. For a connectivity capacity up to 1000MW - Bank Guarantee of Rs. 10 lakh/ MW and for a capacity more than 1000MW - Bank Guarantee of Rs. 100 Crore plus Rs. 5 lakh/ MW for capacity over and above 1000MW. In case of applying under Reg. 5.2, the Land BG amount shall be determined in term of per MW of installed capacity to be added. Further, for BESS project, amount of Land BG shall be determined in terms of MW (not MWh) capacity of BESS.

Deviation/ modification in any form by omission, addition or modification of any text, sentence or any part shall not be acceptable and in such a case application shall be liable for rejection. Stamp Paper shall be purchased in the Name of Issuing Bank only.

Bank Guarantees unless discharged by the CTUIL are to be kept valid at all times and validity should be extended from time to time at least one month prior to the date of expiry failing which the Bank guarantee is liable to be encashed.

**(q) Change of land parcel by Applicant:**

Applicant can make a one-time request, for the change of land parcel (partial/full) under Regulation 5.8(vii), 5.8(xi)(b) & (c). However, no change in Start date of Connectivity or point of connection i.e. the Connectivity sub-station shall be allowed.

For entire/full change in land parcels, the applicant shall submit new land parcels admeasuring at least 50% of the total land required for the installed capacity of the project for which Connectivity has been granted. For partial change, the sum of the new land parcels and the retained land parcels shall be at least 50% of the total land required for the installed capacity of the project for which Connectivity has been granted.

Provided that any request for change in project coordinates without any change in land parcels shall not be considered as a request of change of land parcels for the purpose of this one-time request.

Provided further that if applicant is submitting land parcels as part of compliance under Regulation 11A(1) of GNA Regulations at a location that is different than that mentioned in the application, the same shall also not be construed as change in land parcels.

The request for such change would be required to made in terms of the Format available along with new land documents, Title Report for new land documents, revised Land undertaking and “FORMAT-LAND-INDEMNITY” indemnifying CTU and clearly indicating that the applicant shall continue to possess the original land parcels till the receipt of formal confirmation from Nodal Agency regarding acceptance of request for change in land parcels. Applicant shall also submit list of original land parcels which have to be released in case of partial change in land parcels.

If at any point it is found that the Applicant was non-compliant with the conditions mentioned in Regulation 5.10 or the Indemnity given by the Applicant, the Application shall be closed as unconditionally withdrawn and the one-time opportunity for the change of land parcel exhausted.

Timeline and other modalities for above process would be as per the relevant provisions as provided under the GNA Regulations.

**(r) Indemnification of Nodal Agency**

Connectivity Grantee shall hold the Central Transmission Utility and its officials indemnified from and against any and all actions, claims, proceedings, suits and judgements, damages and losses, all costs, charges and expenses relating thereto

including those arising out of any false representation or breach or failure by Applicant to comply with any Regulatory or contractual obligations.

Falsification of documents, submission of already submitted (whether by applying entity or other applicants) eligibility documents shall result into inquiry of fraud by CTUIL at any point of time and may lead to revocation of Connectivity/GNA and based on severity of fraud blacklisting of the Applicant entity. Further, any such fraud, misrepresentation, or concealment committed by the applicant shall not, in any manner, be construed as a lapse or shortcoming on the part of CTUIL or its officials involved in processing the application. CTUIL and its officials shall not be held liable or responsible in any forum for such fraudulent practices or any consequences arising thereof.

## **6. Planning & Coordination– System Studies, Augmentation (with or without ATS), CMETS**

### **(i) Complete & Eligible Applications to be processed**

All applications complete in all respects and eligible for grant of Connectivity in terms of the Regulations shall be considered for grant of Connectivity based on the results of interconnection studies and the deliberations in the consultative meeting with participation of concerned stakeholders as detailed below.

### **(ii) Categorization of Applications based on electrical Region & location of project**

All Connectivity applications shall be categorized in terms of the electrical Region (i.e. NR / ER / NER / SR / WR) of the applicant’s project location and the location of the applicant’s project as provided in the Connectivity application.

Provided that in case of discrepancy governing criteria for such categorization shall be electrical proximity to nearest ISTS point of the respective Electrical Region and not physical distance or proximity.

### **(iii) Interconnection Studies as per Statutory & Regulatory requirements**

The Nodal Agency is required to undertake technical studies in order to ascertain the transmission system requirements for grant of connectivity and GNA with due regard to the statutory requirements of development of efficient, coordinated and economical system of ISTS. For the purpose of convenience, reference to “Interconnection Studies” or “Planning Studies” in the Regulations shall be deemed to apply to any and all such technical studies. These studies include:

- (a) interconnection studies as specified in the CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007

- (b) power flow studies to examine the adequacy of transmission system for transfer of power corresponding to the timeframe of start date of Connectivity and GNA as sought in the applications;
- (c) joint studies with CEA, RPC, concerned STUs, RLDC for assessment of transmission system requirements, in case transmission system is inadequate;

Such technical studies shall be undertaken either in anticipation of transmission requirements based on the data and information as obtained from concerned stakeholders and including the renewable energy potential declared by MNRE or based on the requirements as provided in the Connectivity and GNA applications, subject to the requirements of economic, efficient and coordinated transmission planning as mandated under Section 38(2)(c) of the Electricity Act, 2003.

#### **(iv) Planning Studies Objectives & Outcomes**

The Planning Studies are carried out on the basis of load generation balance (LGB) for the corresponding period for which the transmission requirements are being studied. Therefore, the Objectives shall include economic, efficient and coordinated transmission planning of ISTS and the Planning Studies Outcomes shall include assessment of:

- (a) bays available at ISTS sub-station(s) or pooling station(s) proximate to the applicant's generation pooling station location,
- (b) power evacuation margins in the transmission system of the concerned ISTS sub-station or pooling station, and
- (c) Availability of space for new bays at ISTS sub-station(s) or pooling station(s) proximate to the applicant's generation pooling station location.

further margins for evacuation of power over ISTS under GNA.

#### **(v) Other Relevant considerations**

All applications received shall be studied as per their electrical Region for grant of connectivity based on their inter-se and relative priority.

Provided that the following details provided in the Connectivity application shall also be considered in the processing of an application for grant of Connectivity:

- (a) Geographical location of the applicant's project (i.e. generator pooling station, where applicable);
- (b) preferred point of connection to ISTS;
- (c) Quantum of power to be interchanged with ISTS;
- (d) Date from which Connectivity is being sought;
- (e) Any other details as provided in the Connectivity application.

Provided further that the Interconnection Studies may also consider the factors such as:

- (a) length of the dedicated transmission line from the applicant's generation pooling station to the connecting ISTS sub-station or pooling station;
- (b) Voltage rating of ISTS bays e.g. 220kV, 400kV;

Nodal Agency may seek such information or details as may be necessary for the studies and processing of the applications from the designated representatives of the Connectivity applicant.

#### **(vi) Augmentation Requirement as identified in Planning Studies**

The planning studies shall inter-alia identify the requirement of augmentation to the ISTS based on the existing ISTS which may include both;

- (a) Augmentation required for immediate evacuation of power of the Connectivity applications so studied;
- (b) augmentation required for enabling transfer of power over ISTS.

Applications to be granted as a whole at one sub-station or to be partially withdrawn based on available transmission capacity at the sub-station

Connectivity applications shall be considered for grant as a whole in the context of a particular ISTS sub-station or a pooling station and shall not be granted across two or more sub-station(s) or pooling station(s). Connectivity applicant shall be required to establish a single generation pooling station for interconnection of the DTL(s) with ISTS for grant of Connectivity under one application.

Provided that in case of non-availability of transmission capacity for the full quantum at the substation at which connectivity or GNA has the proposed by CTU and agreed by the Applicant, the application for grant of connectivity or GNA can be withdrawn for partial quantum before the in-principle grant of Connectivity (in terms of Regulation 3.7.2) or before grant of GNA [for entities under Regulation 17.1(iii)]. Such modification shall be carried out in terms of Regulation 3.7.2 (a) to (d).

In the event, the Applicant elects not to withdraw the application for partial quantum during the CMETS Meeting, the application shall be considered for grant at the subsequent sub-station for full quantum.

#### **(vii) Voltage rating of bays to be allocated**

Applications for grant of Connectivity for a quantum of 500MW or more may be preferentially considered for grant at 400kV bay(s) or above in order to ensure the most optimal allocation of transmission facilities.

Provided that the decision of CTU in this regard shall be final.

Applications for grant of Connectivity for a quantum of 300MW or less may be considered for grant at the 220 kV terminal bay and with the dedicated transmission infrastructure of existing or prospective Connectivity grantee.

Applications for grant of Connectivity for a quantum of between 300MW and 500MW may be considered for grant at the 220kV or 400kV terminal bay based on the network analysis.

#### **(viii) CMETS**

The Consultation Meeting for Evolution of Transmission Schemes [“CMETS”] shall be forum for deliberation and coordination amongst stakeholders in the grant of Connectivity and GNA and for evolution of transmission schemes.

The invitees to the CMETS generally include the concerned applicants and representatives from Ministry of New & Renewable Energy, Central Electricity Authority, concerned Regional Power Committee, concerned Renewable Energy Implementing Agencies, State Transmission Utilities of the concerned electrical Region and concerned Regional Load Despatch Centre.

CMETS is also the consultative forum generally for finalization of transmission schemes, which are then forwarded for approval as per Rule 5(3) of Electricity (Transmission System Planning, Development and Recovery of Interstate Transmission charges) Rules, 2021 and awarded as per estimated cost of the transmission system considering the base cost adopted by NCT cost committee of CEA.

#### **(ix) Periodicity of CMETS**

In each CMETS convened on a regional basis, the Connectivity Applications received up to the last day of the previous month shall be deliberated with concerned stakeholders and with respect to the transmission system required and identified for the grant of Connectivity.

CMETS shall be convened preferably in every month for the Connectivity & GNA Applications.

#### **(x) Planning Studies and Evolution of Transmission Scheme(s)**

The CMETS Agenda shall clearly indicate the transmission system whether existing or augmentation (with or without ATS) to enable power transfer against the Connectivity & GNA applications in consideration. Such transmission system, if having any augmentation requirement, shall be proposed to be placed for approval before the Competent Authority.

If CTU is unable to evolve the transmission system augmentation (with or without ATS) required for connectivity within 90 days from the last day of month of receipt of

application due to any reason, in such cases CTUIL shall inform the applicants regarding the same in the forthcoming CMETS meeting.

Thereafter, upon evolution of transmission system augmentation [with ATS or without ATS] required for connectivity and the approval of the same in subsequent CMETS meetings, CTUIL shall again take up applications for discussion in next CMETS meeting for grant, followed by issuance of intimation for in-principle grant of Connectivity.

#### **(xi) Agenda for CMETS**

Based on the results of planning studies, the Nodal Agency shall circulate an Agenda to the applicants and the constituents of CMETS for deliberation in the Consultation Meeting for Evolution of Transmission Schemes [“CMETS”] (for each electrical Region where Connectivity applications have been received) for grant of Connectivity/GNA. The Agenda shall also be uploaded on the Nodal Agency’s website. seven (7) days before the CMETS.

The CMETS Agenda shall indicate the particulars of grant of Connectivity or GNA, as the case may be, including the following:

- (a) Sub-station or pooling station at which Connectivity or GNA is being granted;
- (b) Quantum/Capacity for which Connectivity/GNA is being granted;
- (c) Start date of the Connectivity/GNA;
- (d) Nature of the Bay – i.e. under the scope of applicant or ISTS;
- (e) Details of the Bay sharing (if any) – including details of the “principal entity” and the “sharing entity(ies)”;

Provided further that where an entity does not agree to the substation or connectivity proposal identified through interconnection studies and proposed by CTU during the CMETS deliberations, such non agreement shall be duly recorded in the CMETS and considered as deemed withdrawal of application under Regulation 3.7.1, and the corresponding application shall be closed by CTU in terms of the provisions of Regulation 3.7.1.

Provided further that, in accordance with Regulation 6.3, the CMETS Agenda shall clearly state the available power-transfer margin in the ISTS and at the concerned sub-station/pooling station and the list of applications along with the capacity received for grant of Connectivity at such sub- station/pooling station in the corresponding month.

#### **(xii) CMETS Meeting**

CMETS shall be convened with participation of Connectivity & GNA Applicants, concerned regional constituents, and concerned administrative and regulatory authorities e.g. CEA, RLDCs, REIAs etc.

In furtherance of the Agenda circulated for the convening of CMETS Meeting, detailing out the proposal regarding grant of Connectivity/GNA to the applicant(s) with the identified particulars, CTU shall undertake deliberation on all eligible applications for grant of Connectivity and/or GNA placed before the CMETS.

The applicant, prior to intimation of in-principle grant, may request for preponement of Start date of connectivity provided in the application during the CMETS meeting which may be considered by CTUIL subject to availability of transmission system or bay etc. In such cases, applicant may also submit a revised SCOD and start date of connectivity of the project, subject to the condition that SCOD shall not be later than the preponed start date of Connectivity, within a week of the CMETS meeting.

The CTU shall, based on the aforesaid deliberations and discussions with stakeholders, arrive at a decision regarding the grant of Connectivity and GNA for each application, to the extent technically and system wise feasible. The basis of such decision, shall include consideration of the results of interconnection studies, availability of transmission margins at the concerned ISTS sub station or pooling station, the status of existing or planned transmission system (with or without ATS), and any other technical, operational or regulatory parameters relevant for determining the feasibility of grant forming part of the discussion, shall be recorded in the CMETS Minutes.

#### **(xiii) Minutes of CMETS**

The Nodal Agency shall issue the minutes of CMETS within a period of 30 days from the date of CMETS.

Provided that any participant of a CMETS which has an objection to the minutes or decisions to the minutes, must communicate the same to the Nodal Agency within a period of 7 working days from the issuance of Minutes of CMETS, after which the Minutes shall attain finality and shall be formally confirmed in the next CMETS.

The Minutes shall also denote and record any variation in the Minutes of the previous CMETS.

The Minutes of CMETS shall be circulated to all concerned and uploaded on CTU's website.

#### **(xiv) Submission of Evolved Transmission Scheme(s) for Approval**

All evolved transmission scheme(s), if having any augmentation requirement, shall be placed for approval before the Competent Authority.

#### **(xv) Competent Authority for Approval of Transmission Schemes [Regulation 6.3]**

The approval of planned ISTS schemes (i.e. transmission augmentation with and without ATS) shall be as per relevant notification(s) of the Ministry of Power (MoP). MoP vide its

office order no. 15/3/2018-Trans Pt(5) dated 28-10-2021 regarding reconstitution of National Committee on Transmission (NCT), has made following process for approval of ISTS schemes. As per said office order, approval shall include identification of mode of implementation viz. TBCB or RTM and also commissioning schedule. Further, initial cost estimate of the project is to be done by CTU.

- (a) The process for approval of transmission scheme shall be in accordance with CTU's Procedure for Planning of Inter-State Transmission System (ISTS) and includes the following steps:
- (b) Finalization of ISTS Scheme: Planning studies and finalization of ISTS Scheme by CTU as per the inputs received by it from various stakeholders and as per the requirements posited in the Connectivity and GNA Applications.
- (c) Costing based on NCT Base Costs: The cost of the scheme is computed using the latest NCT per-unit base cost norms. This cost estimate shall determine the route for approval.
- (d) Competent Authority on the basis of cost of ISTS Scheme/ Project:
  - (i) For ISTS Scheme Cost > INR 500 Crores: ISTS Scheme shall be discussed in concerned Regional Power Committee for their views. NCT shall examine the Scheme and may issue a final recommendation to the Ministry of Power, who may accord the final approval.
  - (ii) For ISTS Scheme Cost > ₹100 crore and ≤ ₹500 Crores: NCT shall examine the Scheme and may accord the final approval.
  - (iii) For ISTS Scheme Cost < ₹100 crore: CTU shall examine the Scheme and may accord the final approval.

Provided that in case CTU does not approve the subject ISTS Scheme, it shall record the reasons for the same.

- (e) Mode of Implementation and Commissioning Schedule:  
As per MoP's office order no. 15/3/2018-Trans Pt(5) dated 28-10-2021, the Competent Authority shall specify the mode of implementation of ISTS Scheme i.e. Tariff Based Competitive Bidding (TBCB) or Regulated Tariff Mechanism (RTM) and the Commissioning Schedule.

#### **(xvi) Intimation about Rejection of ISTS Scheme [Regulation 6.3]**

In case of rejection or non-approval of the subject ISTS Scheme (including identified augmentation with or without ISTS) by the Competent Authority, CTU shall notify the information regarding non approval of ISTS Scheme on its website in the Regional CMETS section of the ISTS Planning & Coordination tab within a period of ten (10) working days of non-approval or rejection, as communicated to it through official Minutes of Meeting. This shall constitute public notice of the relevant information.

**(xvii) Closure of Applications affected by non-approval of ISTS Scheme, Return of BGs [Regulation 6.3]**

All such applications for which the relevant ISTS Scheme has been rejected or not approved by the Competent Authority shall be closed (including cases where in-principle grant had been issued) and bank guarantees submitted (including Conn-BGs and Land-BG) shall be returned by CTU.

In case where transmission capacity available for grant of connectivity at a particular substation is less than the total quantum of connectivity sought by the applicants at this substation, the applications shall be processed in accordance with their priority of date and time stamping of the application for the available capacity at the substation. Further, if the relevant transmission system for the grant of connectivity to the remaining applications at such substation is not approved by the competent authority, such applications shall be closed in terms of Regulation 6.3 of the GNA Regulations.

Provided further that in case after grant of the connectivity to some of the applicants, in line of date and time stamping of their applications, if the remaining capacity at the substation is sufficient to accommodate only the part quantum of the applicant next in the priority of date of time stamping of its application, connectivity for such part quantum shall be granted to such applicant if its choose to downsize its application to the margin available by withdrawing part capacity of application, then such an application shall also be granted Connectivity utilizing the available margin.

Provided further that all other applicants shall be entitled for return of their bank guarantee either on the basis of submission of an application to this effect annexing the extract copy of public notice for non-approval of relevant ISTS scheme or against a formal letter of closure of application.

**(xviii) Application Fee [Regulation 6.3]**

The 20% of application fee shall be forfeited by CTU and balance 80% of the application fee shall be refunded to the Applicant. Further, CTU shall not be liable for any commercial or financial loss incurred by Applicants as a consequence of non- approval of augmentation under Regulation 6.3.

**(xix) No overriding priority in case of fresh application [Regulation 6.3]**

If an applicant whose application was closed under Regulation 6.3 submits a fresh application with a different location, start date, or quantum (in MW), such new application shall be processed strictly as per its own priority and merits, and shall not receive any special or higher priority on account of closure of earlier application under Regulation 6.3.

**(xx) Intimation of in-principle grant of Connectivity**

The Nodal Agency shall intimate in-principle grant of Connectivity based on the outcome of CMETS meeting, Interconnection Studies, power flow studies and any required relevant consideration as necessary.

#### Results of Interconnection Studies for a Connectivity Application

For each Connectivity Application, the studies conducted under Regulation 6 would yield either of the following scenarios vis-à-vis requirement of ISTS Augmentation:

- (a) No requirement of Augmentation [Reg. 7.1]
- (b) Augmentation with ATS [Reg 7.2]
- (c) Augmentation without ATS [Reg 7.2]

Provided that of the augmentation so required, transmission elements as identified or planned for evacuation of power from RE potential zones notified by MNRE would be considered as those falling under augmentation without ATS.

Provided further that of the augmentation so required, transmission elements required for immediate evacuation of power for a specific Connectivity application would be considered as those falling under augmentation with ATS.

#### **(xxi) Intimations to bear a clear splitting of solar hour access, non-solar hour access and energy-source configuration and split of BGs (equally between SHA and NSHA)**

The intimation letter shall clearly indicate the split of applied Connectivity quantum and Installed Capacity (whether in a single Connectivity application or on account of applications made under Regulation 5.2 or Regulation 5.11 in addition to or modification of the original Connectivity application) in terms of Solar Hour Access, Non-Solar Hour Access, Solar (IC), Wind (IC), BESS (IC) etc.

The Conn-BGs (except Conn-BG1) shall also be indicated as equally apportioned between the rights for solar hour access and rights for non-solar hour access. Provided that in case this apportionment shall be deemed to apply to all grants of RE Connectivity notwithstanding whether such identification has been stipulated in the intimation or not.

#### **(xxii) Grant of In-principle Connectivity without Augmentation**

In case the result of the studies under Regulation 6 yields no requirement of augmentation, Nodal Agency shall follow the following procedure for issuance of grant of in-principle Connectivity:

- (a) Timeline for issuance of In-principle intimation: 60 days from the last day of the month in which the original Connectivity application was received by Nodal Agency.
- (b) Details in the In-principle intimation shall include:
- (c) ISTS sub-station or pooling station where connectivity is granted

- (d) Voltage level of allocated bay
- (e) Scope of implementation of terminal bay (whether ISTS or applicant's)
- (f) Bay No. and SLD, if available
- (g) Minimum design features for dedicated transmission line
- (h) Scheduled commissioning date of transmission system (if under implementation)
- (i) Route of connectivity i.e. Land route, LOA/PPA route or Bank guarantee route.
- (j) SCOD of the Petitioner project (as sought in the Application or the start date of Connectivity, whichever is later)
- (k) Start Date (as sought in the Application) or the Date of Commissioning of the Existing ISTS (if under implementation), whichever is later
- (l) Details of bank guarantees to be submitted [Reg. 8.2]
- (m) Details of communication system
- (n) Additional technical or other requirements, if any

**(xxiii) Grant of In-principle Connectivity with Augmentation [with ATS] or with Augmentation [without ATS] [i.e. with Common Transmission System (CTS)]**

In case the result of the studies under Regulation 6 yields requirement of augmentation, in such cases, Connectivity shall be granted with Augmentation (With or Without ATS).

- (a) Timeline for issuance of In-principle intimation: 90 days from the last day of the month in which the original Connectivity application was received by Nodal Agency.
- (b) Specifications in the in-principle intimation shall include:
  - (i) ISTS sub-station or pooling station where connectivity is granted;
  - (ii) Voltage level of allocated bay;
  - (iii) Scope of implementation of terminal bay (whether ISTS or applicant's);
  - (iv) Bay No. and SLD if available;
  - (v) Details of ATS
  - (vi) Minimum design features for dedicated transmission line;
  - (vii) Scheduled commissioning date of transmission system (as per the latest information available with the Nodal Agency);
  - (viii) Route of connectivity i.e. Land route, LOA/PPA route or Bank guarantee route.
  - (ix) SCOD of the Petitioner project (as sought in the Application or the start date of Connectivity, whichever is later)
  - (x) Likely date of start of Connectivity (firm date to be after successful transfer of SPV consequent to transmission bidding process);

- (xi) Details of bank guarantees to be submitted [Reg. 8.3];
- (xii) Details of communication system;
- (xiii) Additional technical or other requirements, if any;

Provided that the tentative start date of connectivity in the intimation will be either the start date requested by applicant in the application or SCoD (tentative) of last element of transmission system for connectivity whichever is later. The tentative SCoD of any transmission element shall be determined by CTU based on their experience considering the tentative timelines for approval, bidding, award & implementation of various type of transmission schemes as applicable.

**[CLAUSES 7 & 8 OF THIS PROCEDURE, ENCOMPASSING PROCEDURE IN RESPECT OF REGULATION 11C OF THE GNA REGULATIONS, HAVE BEEN SUBMITTED TO THE HON'BLE COMMISSION FOR APPROVAL IN TERMS OF THE 6<sup>TH</sup> PROVISOR TO REGULATION 39.1.]**

**CLAUSES 7 & 8 SHALL, THEREFORE, BE SUBJECT TO THE FINAL APPROVAL OF THE COMMISSION]**

## **7. Criteria of Grouping of ISTS Substations into Clusters for Reallocation of Connectivity [Regulation 2.1(h-i)]**

### **(i) Definitions**

For the purposes of this Section of the Detailed Procedure, unless the context otherwise requires —

- (a) "Cluster of ISTS Substations" shall have the same meaning as prescribed in the GNA Regulations.
- (b) "ISTS Substation" shall mean any substation or pooling station planned, approved, recommended or commissioned under the ISTS framework for integration of renewable energy-based power.

Provided that in case an ISTS substation comprises more than one section, each section shall be classified and notified as a separate ISTS substation, provided that the sections are provisioned to be separated electrically with the use of sectionalizers.

### **(ii) Declaration of Clusters**

- (a) CTU shall declare Clusters of ISTS Substations separately for each electrical region in India based on transmission planning and approvals.
- (b) Any substation or pooling station planned as per CTU Planning Procedure or under planning studies under Regulation 6 and as intimated in the Regional Consultation

Meeting for Evolution of Transmission System, shall be included in the appropriate regional Cluster of ISTS Substations.

- (c) CTU shall maintain and publish an updated list of Clusters on its official website on a regional basis.

### **(iii) Criteria for Cluster Formation**

- (a) Clustering shall be guided by transmission planning undertaken by CTU in coordination with stakeholders including CEA, RPCs, NCT, Ministry of Power, RLDCs, MNRE, REIAs, and other stakeholders. The criteria for clustering shall include considerations such as geographical proximity, classification as per electrical region, technical feasibility, topographical considerations etc.
- (b) The clustering of substations shall be undertaken by CTU for the ISTS substations which have been planned or are under implementation or under construction or which have already achieved commercial operation. The said grouping of substations shall be undertaken by CTU on the basis of transmission planning considerations including those for renewable energy integration, battery storage drawal, provision of connectivity facility for a specified renewable energy or related product or source.
- (c) Clusters shall include substations planned sequentially to evacuate power from renewable energy projects from a renewable energy zone or generation complex as identified by CTU.

Provided further that for each connectivity application, its respective Cluster shall be the Cluster as fixed at the time of grant of in-principle connectivity or as agreed in the regional consultation meeting undertaken by CTU for grant of connectivity.

### **(iv) Review and Update**

CTU shall periodically review and notify updates to the list of Clusters in accordance with ongoing transmission planning and NCT approvals and/or recommendations.

**[CLAUSES 7 & 8 OF THIS PROCEDURE, ENCOMPASSING PROCEDURE IN RESPECT OF REGULATION 11C OF THE GNA REGULATIONS, HAVE BEEN SUBMITTED TO THE HON'BLE COMMISSION FOR APPROVAL IN TERMS OF THE 6<sup>TH</sup> PROVISO TO REGULATION 39.1.]**

**CLAUSES 7 & 8 SHALL, THEREFORE, BE SUBJECT TO THE FINAL APPROVAL OF THE COMMISSION]**

## **8. Reallocation of Connectivity under Regulation 11C**

### **(i) Procedure for Reallocation**

Subject to the provisions of GNA Regulations; the procedure for reallocation of Connectivity in terms of Regulation 11C shall be as tabulated below:

| <b>Table – 1: Procedure for Reallocation</b> |                                |   |
|--|--------------------------------|---|
| <b>S. No.</b>                                | <b>Title</b>                   | <b>Procedure / Clarification</b>  |
| 1.   | Purpose                        | <p>To ensure optimal and efficient utilization of the inter-State transmission system, the Nodal Agency (CTU) may effect reallocation of Connectivity rights as specified under Reg. 11C.</p> <p>Notwithstanding any found to be contrary to the stipulations in GNA Regulations, 2022; the following conditions shall govern the reallocation process.</p> <p>Provided that any technical, regulatory or commercial consideration not provided in the GNA Regulations, 2022 but clarified for provided hereinunder shall not by itself be deemed contrary to the provisions of GNA Regulations, 2022.</p>  |
| 2.   | Priority                       | <p>The vacated margin at a sub-station or a pooling station shall be made available for utilization through reallocation of connectivity to eligible entities within a Cluster in the order of priority of connectivity applications as per their time and date stamp.</p>  |
| 3.   | Circumstances for Reallocation | <p>Reallocation may be applied and approved on the occurrence of the following specified events:</p> <ul style="list-style-type: none"> <li>(i) Closure of connectivity application in terms of Regulation 8 or otherwise after a decision for grant of connectivity arrived at in the regional consultation meeting undertaken by CTU at a sub-station or pooling station; including in terms of Regulation 3.7</li> <li>(ii) Revocation of connectivity in terms of Regulation 10, Regulation 11, Regulation 16, Regulation 24 or otherwise;</li> <li>(iii) Relinquishment of connectivity in terms of Regulation 24 or otherwise;</li> <li>(iv) Reallocation of connectivity in the sub- station(s) or pooling-station(s) in the concerned ISTS Connectivity Complex;</li> <li>(v) Any other incident leading to creation of margins at a sub-station(s) or pooling-station(s) in the concerned</li> </ul> |

|    |   |  |
|----|---|--|
|    |   | <p style="text-align: center;">ISTS Connectivity Complex.</p> <p>Provided that substation planned under different sections and electrically isolated, each section of the substation shall be considered as separate ISTS substation for the purpose of reallocation.</p> <p>Provided that in cases where transmission system associated with a substation is taken up under multiple transmission schemes, connectivity grantees at such substation will be considered for reallocation across such transmission schemes.</p>   |
| 4. | <p>Sequencing of Reallocation Exercise vis-à-vis Applications received under Regulations 5.2, 5.11 and 4.1.</p> | <p>Reallocation exercise shall be undertaken by CTU after the following processes to be undertaken in terms of the provisions introduced vide Third Amendment to GNA Regulations:</p> <ol style="list-style-type: none"> <li>1. Applications seeking change of source [Regulation 9.3.6]</li> <li>2. Processing of Applications received under Regulation 5.2 [RoFR]</li> <li>3. Processing of Application received under 5.11 [RoFR]</li> </ol> <p>Further, reallocation exercise shall precede grant of Connectivity to fresh applications received under Regulation 4.1 and Processing of Applications received under Regulation 5.2 [non-RoFR] and Regulation 5.11 [non-RoFR].</p>   |
| 5. | Rights & Obligations  | <p>In line with the provision under Regulation 11C any exercise of reallocation shall be in terms of the rights for solar hour access and/or non-solar hour access as vacated on account of occurrence of any of the event(s) described in Clause 3 above. [Refer Illustration 1 below]</p> <p>Provided that for all events leading to reallocation, which occurred prior to the transition exercise under Third Amendment (as stipulated in Clause 4 above), the reallocation shall be for the solar hours for the quantum of Connectivity granted to an entity whose Connectivity was revoked or relinquished and for such quantum of non-solar hours for which margins are available after processing of applications as per the transition exercise (Clause 4 above).</p> <p><b>Illustration 1 (Reallocation post-facto and independent of</b></p> |

|    |   |  |
|----|---|--|
|    |   | <p><b>transition)</b>- Connectivity granted for 300MW to a Grantee A is revoked on 31.09.2026. On the date of revocation, the Grantee had solar hour access for 300MW and non-solar hour access for 200 MW. In such a case, the reallocation shall be for such 300 MW (SHA) and 200 MW (NSHA) only. The remainder of non-solar hour access, technically available for power transfer shall be the subject matter of fresh grants.</p> <p><b>Illustration 2 (Reallocation as a part of transition exercise)</b><br/> - Connectivity granted for 300MW to a Grantee B was revoked on 31.09.2024, but was not reallocated. On the date of revocation, the Grantee had plain Connectivity as a solar generation project (without differentiation of solar hour access or solar hour access). In such a case, at the time of reallocation CTU shall make available the entirety of the solar hour access equal to Connectivity quantum (i.e. 300MW) and such amount of non-solar hour access as may be available (e.g. 100MW) after the processing of applications received under Regulation 9.3.6, 5.2 [RoFR] and 5.11 [RoFR].</p> <p>Further, quantum of reallocation of connectivity shall be limited to the margins released on account of vacation of margin. Further nature of access (solar or non-solar) of reallocated entity shall not be changed on account of reallocation.</p> <p>The reallocated entity shall have no claim to any rights beyond the capacity as mentioned under the above clauses.</p> |
| 6. | Information about Vacation of Bays      | <p>CTU shall make public, through timely publication on its official website, updated information reflecting the vacancy in terminal bay capacity along with the exact date of occurrence of such vacancy, nature of connectivity (i.e. solar or non-solar) etc. within three (3) working days of the event.</p> <p>Provided that in case of vacated margin at a sub-station or pooling station is cumulatively less than 50 MW, the same shall be put up on CTU’s website for information only and no reallocation of connectivity shall be undertaken.</p> <p>However, if cumulative capacity at same substation is vacated due to multiple revocations/withdrawal leading to vacant capacity of more than 50 MW as on the last date of the month, a reallocation process shall be initiated with eligible entities considering the effective date of last quantum.</p>  |
| 7. | Priority applications received of under | <p>For all cases of applications or grants transitioned under Regulation 37.10 holding solar hour access in terms of</p>   |

|                                     | 5.11 during the transition process      | Regulation 5.11, the priority for the purposes of allocation of non-solar hour access shall be coterminous with the priority (i.e. time and date stamp) of the original Connectivity application.   |   |   |   |   |     |     |      |      |
|-------------------------------------|---|---|---|---|---|---|-----|-----|------|------|
|                                     | 8. Processing of reallocation and RoFR  | Reallocation exercise shall be carried out after the processing of applications received under RoFR as per third amendment.   |   |   |   |   |     |     |      |      |
|                                     | 9. Consent Mechanism for Reallocation   | An application submitted in the prescribed format by an entity shall be deemed as prior consent to reallocation. Such consent shall be duly recorded and deemed irrevocable unless such consent is withdrawn during meetings convened for the purpose of reallocation, whether held independently or as part of regional consultation meetings related to transmission scheme evolution (CMETS).  |   |   |   |   |     |     |      |      |
|                                     | 10. Entities Eligible to Apply          | <p>Grantees of in-principle grant or a final grant of Connectivity who hold Connectivity rights at an ISTS substation within the same Cluster as the vacated bay are eligible to apply for reallocation. The entity shall remain subject to all applicable commercial liabilities as defined under the Sharing Regulations, 2020.</p> <p>Further, quantum of reallocation of connectivity shall be limited to the margins released on account of vacation of margin. Further nature of access (solar or non-solar) of reallocated entity shall not be changed on account of reallocation. Further, any entity cannot opt for reallocation of part connectivity granted as per application.</p> <p>If the solar hour access and the non solar hour access with the Connectivity of the outgoing entity ('A') and the access with the Connectivity of the entity with first priority ('B') for reallocation is not same, the reallocation of such entity shall be carried out as per details given below:</p> <p>(i) Shall be allowed only if the access of entity B is less than or equal to vacated margin by entity A in solar as well as non-solar hours. as per following examples:</p> <table border="1" data-bbox="571 1659 1422 2038"> <thead> <tr> <th>Solar Hour Access of A Vacated (MW)</th> <th>Non-Solar Hour Access of A Vacated (MW)</th> <th>Solar Hour Access of B Opting In Eligibility condition (MW)</th> <th>Non-Solar Hour Access of B Opting In Eligibility condition (MW)</th> </tr> </thead> <tbody> <tr> <td>300</td> <td>300</td> <td>≤300</td> <td>≤300</td> </tr> </tbody> </table> | Solar Hour Access of A Vacated (MW)                             | Non-Solar Hour Access of A Vacated (MW) | Solar Hour Access of B Opting In Eligibility condition (MW) | Non-Solar Hour Access of B Opting In Eligibility condition (MW) | 300 | 300 | ≤300 | ≤300 |
| Solar Hour Access of A Vacated (MW) | Non-Solar Hour Access of A Vacated (MW) | Solar Hour Access of B Opting In Eligibility condition (MW)   | Non-Solar Hour Access of B Opting In Eligibility condition (MW) |   |   |   |     |     |      |      |
| 300                                 | 300                                     | ≤300  | ≤300  |   |   |   |     |     |      |      |

|     |                            |  |     |      |      |
|-----|----------------------------|--|-----|------|------|
|     |                            | 300  | 0   | ≤300 | 0    |
|     |                            | 0  | 300 | 0    | ≤300 |
|     |                            | 300  | 200 | ≤300 | ≤200 |
|     |                            | <p>(ii) In case both solar and non-solar margins are available for reallocation, entity 'B' having only solar hour access and entity 'C' having only non-solar hour access can also opt for re-allocation separately as per eligibility, provided nature of access of entity 'B' &amp; 'C' after re-allocation does not change. In this case, the entity in subsequent priority and so on, shall be given option to get reallocated for balance solar and/or non-solar margins.</p> <p>(iii) If entity 'B' does not agree to get reallocated as per above clause (i), the entity in second priority and so on, shall be given option to get reallocated.</p> <p>(iv) If none of the above opted for reallocation, such vacated capacity shall be considered for fresh grant of Connectivity.</p> <p>(v) Even in cases where part connectivity is converted to LoA/PPA route or back to Land/Land BG route which are treated as separate applications for monitoring purpose, the entire connectivity quantum (including the converted and non-converted portion) shall be considered as single application as per original grant for reallocation.</p> |     |      |      |
| 11. | Limitations on Eligibility | <p>An entity shall not be eligible for reallocation of Connectivity after a period of 12 months of issuance of a final grant of Connectivity or 18 months prior to the firm Start date of Connectivity, whichever is later.</p> <p>For this purpose, the firm Start date of Connectivity shall be construed as the firm date or tentative start date as communicated in the final grant of Connectivity, as applicable.</p> <p>An entity shall be not eligible for reallocation if the subject reallocation leads to postponement of start date of connectivity.</p> <p>Further for calculation of such period (18 months/12 months) of eligibility, the following dates shall be considered for reference for each circumstance for reallocation mentioned in S. No. 3 as below:</p> <p>(i) <b>Withdrawal of connectivity by an in-principle grantee-</b></p>   |     |      |      |

|     |  |   |
|-----|--|---|
|     |  | <p>Date of receipt of withdrawal mail/letter by CTUIL.</p> <p>(ii) <b>Closure/Revocation of connectivity grant by CTUIL due to non-submission of Conn BGs / Connectivity Agreement signing / non-compliance as per GNA Regulations, any other reason</b>–Date of issuance of closure/revocation letter by CTUIL</p> <p>(iii) <b>Relinquishment of connectivity in terms of Regulation 24 – Date from which Connectivity is Relinquished (as accepted by CTU) after</b> receipt of Relinquishment application in NSW portal</p> <p>(iv) <b>Additional transmission system at the sub-station(s) -</b> Date of approval of the scheme by competent authority.</p> <p>(v) <b>Reallocation of connectivity in the sub- station(s) in same complex -</b> Date of CMETS meeting where the reallocation is ratified.</p> <p>(vi) <b>Any other incident</b> – Respective event date as confirmed by CTUIL.</p> <p>Furthermore, entities that have already availed reallocation once shall not be eligible for subsequent reallocations.</p> |
| 12. | Commercial Charge Responsibilities       | <p>If a vacated bay previously utilized by one Connectivity grantee be subsequently allocated to another with a later Connectivity start date, the initial grantee shall be liable for applicable charges towards ATS/terminal bay accruing for the period of vacancy upto the start date Connectivity of the reallocated grantee.</p> <p>Without prejudice to other legal recourses, such charges shall be liable to be attributed from the Bank Guarantees submitted by the vacating entity.</p>  |
| 13. | Disclaimer against Compensation          | <p>Any entity responsible for constructing terminal bays at ISTS substations under its own scope and cost shall forgo any claims for compensation or reimbursement from the CTU subsequent to reallocation of the Connectivity related thereto.</p>   |
| 14. | Compliance Obligations Post Reallocation | <p>Entities acquiring Connectivity upon reallocation shall be bound to comply with all extant regulatory and commercial obligations linked to the terminal bays, including payment of transmission charges, submission of applicable bank guarantees, if not submitted already as mandated under relevant Regulations and Procedures.</p> <p>Timeline for submission of revised Conn BGs (if required) shall be one month from the date of issuance of revised in-</p>  |

|     |   |  |
|-----|---|--|
|     |   | <p>principle/final grant intimation.</p> <p>In case of non-submission of Conn BGs within the above timeline, the reallocation shall be cancelled and the connectivity shall be shifted back to original station. Further, such entity shall not be eligible for any subsequent reallocations it has already exercised the option once.</p> <p>Only upon submission of revised Conn BGs (if required), the vacated margin by the reallocated entity shall be released for further reallocation to applicants in same cluster.</p> |
| 15. | Bank Guarantee for Shared Bays  | In all the instances of terminal bay-sharing resulting from reallocation, any entity that does not have an existing Conn-BG2 for such bay shall be required to furnish the same within one month of issuance of reallocation letter by CTU.  |
| 16. | Continuity and Advancement of Start Date                                | <p>The original firm Connectivity start date and the compliance deadlines including those under Reg.11A, Reg. 24.6 etc, remain unchanged and unaffected by the reallocation.</p> <p>However, the entity may seek advancement of the Connectivity start date, subject to confirmation of adequate transmission system availability.</p>   |
| 17. | Cumulative margins vacated to be considered together for reallocation   | The cumulative margins vacated at a particular Substation [as on last date of the month] shall be taken up for reallocation together.  |
| 18. | Release of margins for new applications after one reallocation exercise | Any margin in the ISTS or at the substation or pooling station remaining after a reallocation exercise shall be utilized for grant of Connectivity to new applications as per their relative priority in the ordinary course.  |
| 19. | Bay Provision   | The nature of the bay [either being constructed under ISTS or under the scope of applicant] where the reallocated entity is being reallocated, shall remain the same, notwithstanding the reallocation.  |

## 9. Conditions and Process for Allowing Change in Renewable Energy Source(s) [Reg. 9.3.6]

Change of renewable energy source can be sought by an entity (other than entity covered under Regulation 5.11(a)) based on a specific renewable energy source, with or without an Energy Storage System (ESS) through submitting an application in NSW portal with payment of application fees (or through letter till the time format is not available at NSW

portal), and seek to change the renewable energy source(s) (Solar or Wind) as approved in the in-principle or final intimation for grant of Connectivity. Applications received for change in source shall be processed as per priority in terms of date and time stamp of application.

ESS capacity shall not be considered for source change. i.e., conversion from Solar/Wind to ESS or vice versa shall not be permitted. ESS capacity under such cases can be added through applications under Regulation 5.2.

Application for change in source(s) may opt for increase or decrease of installed capacity of Source(s) (Solar or Wind) such that the revised installed capacity of source(s) shall not be less than the connectivity quantum and shall be subject to other conditions as per Reg. 9.3.

Provided that if an entity which is REGS (without ESS) with single source (Solar or Wind) seeks change in source for the entire capacity from Solar to Wind or vice versa, the source change shall be permitted only if the installed capacity of revised source (Solar/Wind) remains same as original connectivity grant.

**(i) Change in Source to be applied independently for each application**

Change in source shall be applied separately for each connectivity application.

Upon approval of source change, the injection rights during solar hours remain same as per earlier grant (equal to connectivity quantum). However, the injection rights during non-solar hours shall be revised based on the revised installed capacity of other than solar (i.e. Wind and/or ESS) subject to availability of non-solar hour margins. In case of non-availability of margin for non-solar hours, the source change shall not be permitted. However, in case of limited margin availability of non-solar margins, the entity may opt for partial source change up to the margin available for non-solar hours.

For illustration, if an entity with connectivity of 300 MW (Solar: 300 MW) at a particular substation opts for source change to 200 Wind & 100 Solar, the same shall be granted if the non-solar hours margin available at the particular substation at the time for grant is => 200 MW. However, if non-solar margin available is only 150 MW, the entity may opt for source change to 150 Wind & Solar (150 or above). In case the entity do not opt for partial source change, the source change application shall be rejected and application shall be closed.

The processing and grant of applications for source change shall be subject to the following conditions:

**(ii) General Conditions**

(a) Except as specifically provided, all Regulations and Procedures governing the processing and grant of applications for Connectivity (under Regulation 5) shall apply

mutatis mutandis to applications received for source change under Regulation 9.3.6. This shall include the processing of applications, and rectification of deficiencies (as notified by CTU).

- (b) Provided that until expressly specified, all deficiencies shall be treated as minor deficiencies.
- (c) Change in source(s) is allowed only once per Connectivity grant.
- (d) Change shall not result in an increase/decrease in the granted Connectivity quantum. However, the quantum of non-solar access shall be revised, subject to availability of capacity for non-solar hour access, based on the revised installed capacity (up to the quantum of Connectivity) after approval of change in source.
- (e) Change shall not result in any extension or relaxation in the start date of Connectivity and any of the post-grant compliances.
- (f) Application to CTU for approval for such change shall be within 18 months from the in-principle grant of Connectivity or 18 months prior to the firm Start date of Connectivity, whichever is later or such period as provided under CERC Order dated 08.12.2025 in 14/SM/2025, as a one-time measure for transition cases.
- (g) In case source change applications are received by an entity granted connectivity at a particular substation. The source change request shall be processed in thirty (30) days from the last date of month of receipt of application.
- (h) Provided that in case any application for non-solar hours under 5.11(a) is also received at the same substation, the source change request shall be processed along with the application under 5.11(a) as per the application priority (as per date & time stamp) and the source change application shall be processed in the same timeline applicable for application under 5.11(a) (i.e. 60 or 90 days from the last date of month of receipt of application as per Reg. 7)
- (i) Applicants are required to submit applications for change in source well in advance of the last date for compliance monitoring milestones as per Reg. 11. Pending approval of change in source request, compliances by the applicant shall be as per the original grant.
- (j) All requests for source change shall be made through the NSWS portal in FORMAT CONN-SC (or through letter till the time format is not available at NSWS portal).
- (k) Provided that, until the implementation of source change application on NSWS portal, the applications shall be submitted formally on company's letter head, incorporating the details as provided below. For all such cases, the application shall be deemed to have been received at 2400 hours on the date of submission.
- (l) Change of source shall be considered for entity with solar hour access only to the extent the non-solar hour access has not been granted to another entity(ies).
- (m) Subject to the provisions under Regulation 5.11 and the directions under CERC Order dated 08.12.2025 in 14/SM/2025 as a one-time measure, the inter-se priority between

the date of the application for source change under Regulation 9.3.6 and an application for grant of Connectivity for non-solar hours under Regulation 5, shall be as per the relative date & time stamp of the application.

- (n) For the Land Route application or Land BG application who have already furnished land documents, a source change request shall not be permitted, if the area of 50% land requirement (as per Reg. 5.9) for new source exceeds the area of land documents already submitted, except for the cases where the requirement arises from a LOA or PPA award mandating the revised source, even if source change request has been submitted along with request for change in land parcels. Accordingly, no change of source shall be permissible from Wind (with or without ESS) to Solar (with or without ESS) for such cases.
- (o) All applications under 5.11(a) & Change of source shall be processed as per the date & time stamp of applications, in line with illustration provided in Annex- IV (1) of GNA Regulations.

**(iii) Conditions Subsequent**

- (a) If approved, the applicant seeking change in energy source shall submit the technical connection data for the changed renewable energy source(s) within a period of one (1) year prior to the SCOD of the re-configured composition of renewable energy sources, under the Connectivity grant. In case of default, the Connectivity or such quantum for which technical details have not been submitted within the stipulated time period shall be liable for revocation and associated consequences.
- (b) The Applicant shall sign the Connectivity Agreement incorporating the modifications in the energy source(s) as approved by CTU within a period of 30 days of the approval for change of energy source(s).

**(iv) Technical Reasons for Rejection of Applications under Regulation 9.3.6**

- (a) Applications under Regulation 9.3.6 shall be liable for rejection in case the applied quantum for change (whether for solar hours or non-solar hours) in energy source exceeds the margin for solar-hour or non-solar hour access available at the specific location (sub-station or pooling-station) and ISTS margins, as specified by CTU or found by CTU as a part of its system studies.

**(v) Application Requirements**

Applicant seeking change in source(s) shall submit an online request with the following documents:

| Document | Description |
|----------|-------------|
|----------|-------------|

|  |   |
|--|---|
| Cover Letter   | Reason for change in source(s) and expected benefits<br><br>If the application is on Land route or land documents already furnished for land BG route application, the cover letter may include confirmation regarding adequacy of land for the revised source. |
| Authorization  | In case of RPPD, change of source to be authorized by the competent authority which has granted the project authorization.<br><br>Board Resolution authorizing the request - for all other applicants.  |
| Updated Project Profile  | New technology type, source mix, ESS configuration  |
| Land Document Update (in case of requesting change of land parcels along with source change) | Documents in terms of 'Change of land parcel by Applicant' may also be submitted.   |
| Financial Closure Update   | Revised estimated project cost/MW   |
| Technical Parameters   | Updated generator/inverter data, fault studies, simulation files  |

**(vi) Processing of Change in Source applications received before or during the transition period of 3rd Amendment**

Application for change in source received before effectiveness of 3rd amendment of GNA Regulations shall be processed as per priority of receipt of request for such change.

Applications received for change in source received during RoFR window shall be processed after closure of RoFR window. After processing of source change requests received in RoFR window, applications under Reg. 5.2 and 5.11(a) received under RoFR shall be processed. After processing of applications under RoFR (applications under 5.2 and 5.11(a)), the remaining non-solar margins shall be offered to Non-RoFR applicants received in transition window as per application priority (date and time stamp).

**(vii) Processing of Change in Source applications received after transition period of 3rd Amendment**

Applications for change in source received subsequent to closure of RoFR window shall be processed along with applications received under 5.11(a) as per the priority of receipt

of application (as per date & time stamp) in line with illustration under Annexure IV of GNA Regulations.

## **10. Processing of application under Regulation 5.2**

### **(i) Applications received before effectiveness of 3rd Amendment**

All the applications received under 5.2 prior to effectiveness of 3rd Amendment shall be considered for transition as per Reg. 37.10(d). Upon transition and compliance as per Regulations, the injection rights during non-solar hours of the original connectivity (through which application under 5.2 is granted) shall be revised considering the additional capacity granted under Reg. 5.2. Non-compliant applications as per Reg. 5.2 & 37.10(d) shall be closed/revoked and treated as per Reg. 3.7.

For applications under 5.2 which were already granted before effectiveness of 3rd amendment, the date of effectiveness of 3rd amendment of GNA Regulations (i.e.09.09.2025) shall be considered as date of in-principle grant.

### **(ii) Applications received during transition period of 3rd amendment:**

All the applications received under 5.2 during the RoFR window shall be processed together after closure of RoFR window. Upon grant and fulfillment of all compliances as per Reg. 5.2, the injection rights during non-solar hours of the original connectivity (through which application under 5.2 is granted) shall be revised considering the additional capacity granted under Reg. 5.2. Non-compliant applications as per Reg. 5.2 & 37.10(d) shall be closed/revoked and treated as per Reg. 3.7.

### **(iii) Applications received after transition period of 3rd amendment:**

For any application received under 5.2 post the closure of RoFR window, injection rights during solar Hours and non-solar hours shall remain unchanged and only installed capacity shall stand enhanced owing to added generation capacity. However, requirement for an additional drawl quantum (within connectivity quantum) shall be processed in line with Reg. 5.2.

### **(iv) Timelines for submission of land/FC documents for applications under Regulation 5.2 [For Transition cases – received before 09.09.2025]**

- (a) For such applications, the due date for land compliance may be considered as 12 months from issuance of final grant intimation after transition into 3rd amendment.
- (b) Due date for FC compliance may be considered 6 months prior to SCOD of the additional capacity in line with Regulation 5.2(g) or 1(f) of Annexure IV.

Notwithstanding the aforesaid, the timelines shall abide by the provision of GNA Regulations including Regulation 37.10(d)(iii) and Regulation 5.2(h).

## 11. Processing of 5.11(a) applications

### (i) CTU to publish a list of Margins available for Non-Solar Hours Access

As per Regulation 4.5(a) of GNA Regulations, entities can apply for non-solar access only in the specific substations where the margins for non-solar hour access have been declared by CTUIL in line with Annexure-IV. Such list indicating the substation wise & bay wise details of Non solar hour connectivity quantum available for grant shall be published on CTUIL website and shall be updated on monthly basis.

Accordingly, applications received under 5.11(a)(i) or 5.11(a)(ii) shall be considered for grant of Non-Solar hours access based on the details of specific S/s and/or specific bay mentioned in the application as applicable subject to availability of bay and/or margin for such non-solar hour access.

Any applications received at random locations or on any other substations where margins are not declared by CTUIL may be considered as invalid and such applications shall be closed at the time of processing. Same shall be mentioned in the agenda and minutes of CMETS meetings.

Details of processing of applications under 5.11(a) is as below:

### (ii) 5.11(a)(i) – Application at a Specific S/s through separate Bay

| Case | Space for new bay Available in specified S/s? | Non-Solar Margin available in the specific S/s?                             | Treatment  |
|------|---|---|--|
| 1.   | Yes   | Yes   | Non-Solar Access will be granted for full quantum  |
| 2.   | Yes   | Limited margin XX MW (less than the applied quantum but greater than 50 MW) | Applicant may opt for partial withdrawal in line with 3.7.2. If opted, the connectivity of XX MW will be granted through separate bay. Otherwise, application shall be closed and 50 % application fee shall be refunded in line with 3.7.1. |

|    |     |                                     |  |
|----|-----|-------------------------------------|--|
| 3. | Yes | No margin or less than 50 MW margin | Application shall be closed and 50 % application fee shall be refunded in line with 3.7.1. |
| 4. | No  | In any case (Yes/Limited/No)        | Application shall be closed and 50 % application fee shall be refunded in line with 3.7.1. |

**(iii) 5.11(a)(ii) – Application at Specific bay at Specific S/s**

| Cases | Non-Solar Margin available in the specific bay?   | Non-Solar Margin available in the specific S/s?   | Treatment  |
|-------|---|---|--|
| 1.    | Available (More than or equal to applied quantum)                                       | Available (More than or equal to applied quantum)                                       | Non-Solar Access will be granted for full quantum  |
| 2.    | Available (More than or equal to applied quantum)                                       | Limited margin of X MW available (Less than the applied quantum but greater than 50 MW) | Applicant may opt for partial withdrawal in line with 3.7.2. If opted, the connectivity of X MW will be granted through the specific bay. Otherwise, application shall be closed & 50% application fee shall be refunded in line with 3.7.1. |
| 3.    | Limited margin of Y MW available (Less than the applied quantum but greater than 50 MW) | Available (More than or equal to applied quantum)                                       | Applicant may opt for partial withdrawal in line with 3.7.2. If opted, the connectivity of Y MW will be  |

|    |   |  |  |
|----|---|--|--|
|    |   |  | granted through the specific bay. Otherwise, application shall be closed & 50% application fee shall be refunded in line with 3.7.1.   |
| 4. | Limited margin X (less than the applied quantum but greater than 50 MW) | Limited margin Y MW (less than the applied quantum but greater than 50 MW) | Applicant may opt for partial withdrawal to reduce connectivity quantum Z MW (Z=lower of X,Y) in line with 3.7.2.<br><br>If opted, the connectivity of Z MW will be granted through the specific bay. Otherwise, application shall be closed & 50% application fee shall be refunded in line with 3.7.1. |
| 5. | No margin or less than 50 MW margin available                           | -  | Application shall be closed and 50% application fee shall be refunded in line with 3.7.1.  |
| 6. | -   | No margin or less than 50 MW margin available                              | Application shall be closed and 50% application fee shall be refunded in line with 3.7.1.  |

**(iv) Applications received in transition period of 3rd amendment under RoFR:**

All the RoFR applications received under 5.11(a) during the transition window of 3rd amendment shall be processed together after closure of RoFR window. Upon fulfillment of necessary compliances, such applicants shall be granted non-solar hour access with the injection scheduling rights during non-solar hours, as per the approved quantum. Non-compliant applications shall be closed and treated as per Reg. 3.7.

Further, in case an eligible entity under RoFR applies for non-solar hour access under 5.11(a), under ROFR window, for more than the quantum of Connectivity granted, the non-solar hour access grant shall be restricted to the quantum of Connectivity granted to such entity..

**(v) Applications by the entities other than the eligible entities for RoFR (applications received either in transition period or after transition period of 3rd amendment)**

Applications by the entities other than the eligible entities for RoFR received under 5.11(a) shall be considered for grant of Non-Solar hours access along with applications received for change in source as per the priority of receipt of application (as per date & time stamp) in line with illustration under Annexure IV of GNA Regulations based on the details of specific S/s and/or specific bay mentioned in the application as applicable and based on the availability of bay and/or margin. Upon fulfillment of necessary compliances, such applicants shall be granted non-solar hour access with the injection scheduling rights during non-solar hours, as per the approved quantum. Non-compliant applications shall be closed and treated as per Reg. 3.7.

**(vi) Pro-rata sharing of Conn BG-2 & Conn BG-3 in cases covered under Regulation 5.11(a)(ii)**

For all cases covered under Regulation 5.11(a)(ii), wherein an REGS based on Wind Source (with or without ESS) or ESS [i.e. Entity-b] which has sought Connectivity at a terminal bay of an ISTS substation which is already allocated to another REGS or Renewable Power Park, with solar hour access [i.e. Entity-A]; and wherein the Conn-BGs (except Conn-BG1) has already been furnished by such Entity-A, in such a case, entity A and B shall share Conn-BGs on pro-rata basis based on their share of solar-hour access (SHA) and non-solar hour access (NSHA).

Provided that the sharing shall proceed on the basis that the original Conn-BGs (as submitted by Entity-A) have already been split equally into solar-hour access (SHA) and non-solar hour access (NSHA).

Illustration 1 – Entity-A (a solar generation project developer) was granted Connectivity for 300MW. Subsequently, Entity-B (a wind generation project developer) applied for 200MW non-solar hour access through the bay allocated to Entity-A. Entity-A had already submitted Conn-BG2 for Rs. 3 Crore and Conn-BG3 of Rs. 6 Crore. In this illustration, the

Conn-BGs shall be split into solar-hour access (SHA) and non-solar hour access (NSHA) in the following manner:

| <b>Position prior to 3<sup>rd</sup> Amendment</b>                    |                 |                             |                 |                         |
|--|-----------------|-----------------------------|-----------------|-------------------------|
|  | <b>Conn-BG2</b> |                             | <b>Conn-BG3</b> |                         |
| Entity-A (300 MW)  | 3 Crore         |                             | 6 Crore         |                         |
| <b>Subsequent to 3<sup>rd</sup> Amendment</b>                        |                 |                             |                 |                         |
|  | <b>SHA</b>      | <b>NSHA</b>                 | <b>SHA</b>      | <b>NSHA</b>             |
| Entity-A (300 MW)  | 1.5 Crore       | 1.5 Crore                   | 3 Crore         | 3Crore                  |
| <b>Sharing of Conn-BGs after Grant of NSHA to Entity B for 200MW</b> |                 |                             |                 |                         |
| Entity-B   | Nil             | 1 Crore (=1.5 Cr*200/300)   | Nil             | 2 Crore (=3 Cr*200/300) |
| Entity-A   | 1.5 Crore       | 0.5 Crore (remainder of BG) | 3 Crore         | 1 Cr. (remainder of BG) |

Accordingly, as per above illustration, Entity B in the above case need to submit Conn BG-2 of Rs. 1 Cr. & Conn BG-3 of Rs. 2 Cr. Upon submission of above Conn BGs and subsequent signing of Connectivity agreement by Entity-B, the corresponding amount of Conn BG-2 (1 Cr.) & Conn BG-3 (2 Cr.) submitted by Entity A shall be released.

## **12. Bank Guarantee - Submission, Conditions, Amendment, Validity, Retention, Invocation etc.**

### **(i) BGs to be Unconditional, Irrevocable and payable on demand**

The bank guarantees (Land BG / Conn-BGs) shall be unconditional, irrevocable and payable on demand by the issuing Bank without any proof or demonstration of loss to the beneficiary or default on account of the party at whose behest the bank guarantee has been issued.

As per RBI Master Circular issued vide ref. no. RBI/2025-26/12 DOR.STR.REC.06/13.07.010/2025-26 dated 01.04.2025 (or as per the applicable or amended version as notified by RBI), the issuing Bank shall be obligated in terms of Clause 2.5 read with other provisions of the Master Circular:

*“2.5.1 Where guarantees are invoked, payment should be made to the beneficiaries without delay and demur. An appropriate procedure for*

*ensuring such immediate honouring of guarantees should be laid down so that there is no delay on the pretext that legal advice or approval of higher authorities is being obtained.*

*2.5.2 Delays on the part of banks in honouring the guarantees when invoked tend to erode the value of the bank guarantees, the sanctity of the scheme of guarantees and image of banks. It also provides an opportunity to the parties to take recourse to courts and obtain injunction orders. In the case of guarantees in favour of Government departments, this not only delays the revenue collection efforts but also gives an erroneous impression that banks are actively in collusion with the parties, which tarnishes the image of the banking system.*

*2.5.5 In this regard, the Delhi High Court has made adverse remarks against certain banks in not promptly honouring the commitment of guarantees when invoked. It has been observed that a bank guarantee is a contract between the beneficiary and the bank. When the beneficiary invokes the bank guarantee and a letter invoking the same is sent in terms of the bank guarantee, it is obligatory on the bank to make payment to the beneficiary.*

*2.5.6 The Supreme Court had observed [U.P. Co-operative Federation Private Ltd. versus Singh Consultants and Engineers Private Ltd. (1988 IC SSC 174)] that the commitments of the banks must be honoured, free from interference by the courts. The relevant extract from the judgement of the Supreme Court in a case is as under:*

*'We are, therefore, of the opinion that the correct position of law is that commitment of banks must be honoured free from interference by the courts and it is only in exceptional cases, that is, to say, in case of fraud or any case where irretrievable injustice would be done if bank guarantee is allowed to be encashed, the court should interfere.'*

## **(ii) Return or retention of Conn-BGs**

Conn-BGs shall be returnable as per the provisions under Regulation 16 read with Reg 22.2(c).

Provided that in case of non-payment of transmission charges under Regulation 13 of CERC Sharing Regulations, 2020 (as amended from time to time) for more than three (3) months from the due date, such from the due date, such transmission charges shall be recovered by encashing Conn-BG1 (if subsisting), Conn-BG2 and Conn-BG3, as required.

**(iii) Revocation of Connectivity on account of transmission charges dues and Reg 22.2(d) vis-à-vis the amount recoverable under Conn-BGs**

Connectivity shall be revoked from the date when Conn-BG2 and Conn-BG3, as available is not sufficient to cover transmission charges under Regulation 13 of the Sharing Regulations.

Provided that a final notice of three (3) working days shall be issued to the concerned grantee by the Nodal Agency in this regard.

It is clarified that revocation of connectivity and/or encashment of Conn-BGs would not extinguish the right of CTU to take appropriate legal recourse to recover the balance transmission charges, if any.

**(iv) Submission of bank guarantees:**

- (a) The applicant shall submit the requisite bank guarantees i.e. Conn-BG1, Conn-BG2 and Conn-BG3 to Nodal Agency strictly in the prescribed format i.e. FORMAT-CONN-BG.
- (b) The applicant shall submit the Bank Guarantee in terms of Clause (vii)(c) or clause (xi)(c) of Regulation 5.8 of the Regulations to Nodal Agency in the prescribed format i.e. FORMAT-LAND-BG.
- (c) Covering letter format by Applicant: -While submitting the bank guarantee, the applicant shall attach a cover letter indicating the purpose and reference (i.e. application id, intimation number, quantum etc.) to which the subject BG is being submitted. Further, name & the contact number of the person submitting the bank guarantee shall be clearly mentioned in the letter.
- (d) Covering Letter format by issuing Bank: - Details of person: Name, contact number and e-mail id of confirmation and invocation branch (Branch in NCR only) should be mentioned on BG. BG Cover letter shall be strictly as per the FORMAT-BG-COVER. BGs with cover letter not strictly as per the format shall be rejected.
- (e) Issuing Branch and stamp on Bank Guarantee: - Stamp on BG should be of same issuing branch
- (f) Stamp paper shall be purchased by the issuing Bank, first party shall be Bank and second party shall be CTUIL. BG needs to be strictly as per format.
- (g) The Applicant shall strictly furnish the requisite bank guarantees to Nodal Agency within the timeline as specified in the in-principle grant of Connectivity failing which the application shall be closed in terms of Regulation 8 of GNA Regulations, 2022.
- (h) If the last date for submission of the bank guarantee is a non-working day of CTU, then the next working day shall be considered as the last date for submission of bank guarantee.

- (i) If within the specified timeline, the applicant has only submitted the soft copy of the bank guarantee to Nodal Agency then the hardcopy of the said bank guarantee shall be submitted to CTU within 3 working days of the scheduled submission date failing which BG shall be considered not submitted.
- (j) Bank Guarantee and its amendment, if any, shall be submitted at CTU office.
- (k) Replacement of BG: A Bank Guarantee (BG) that is submitted at the time of issuance of an intimation shall only be replaced at the time of extension of validity with proper reasoning and supporting documents.

**(v) Verification of the bank guarantee:**

- (a) If after verification of the submitted bank guarantee, Nodal Agency observes any factual, typographical errors in the subject bank guarantee, then Nodal Agency shall intimate the same to the Applicant vide email/letter for rectification of the same by issuing bank.
- (b) The applicant shall furnish the amendments to Nodal Agency within 3 days of the intimation failing which Bank Guarantee shall be liable to be rejected. The amendment shall be strictly in terms of the BG format uploaded on CTU's website and no additional terms and conditions in variance of the approved BG format shall be accepted.

**(vi) One Time Opportunity to Rectify Errors in BGs**

Applicant shall be provided one opportunity to rectify the errors in the BG submitted within the stipulated timeline, failing which BG is liable to be rejected and application is liable to be closed. If the amendments are submitted with new defects, amendments shall be rejected and BG is liable to be rejected.

**(vii) SFMS Verification**

Procedure for issuing/verification/confirmation of Bank Guarantee through Banks' Trade Finance Portal SFMS facility.

- (a) The bank guarantees shall be issued through SFMS facility.
- (b) At the time of issuance of the bank guarantees (including its extensions), in order to avail bank guarantee verification through SFMS facility, the issuing Bank will input the IFSC code as SBIN0017313 which is the bank of the beneficiary i.e. Central Transmission Utility of India Limited (CTU), in the Advising Bank field in their Trade Finance Portal for BG issue. The details of CTU's account are as below:
  - A/c No.: 40007029694
  - Branch: CAG-II New Delhi (17313)

**(viii) Amount and Validity of bank guarantee**

(a) CONN-BG1, CONN-BG2, CONN-BG3 and Land BG shall be submitted as per intimation for grant by CTU:

| <b>Bank Guarantee(s)</b> | <b>Validity as mentioned in the intimation</b>   |
|--------------------------|--|
| Conn-BG1                 | <p><b>Validity:</b> COD of full capacity of generation + 30 days.</p> <p>SCOD is to be incorporated in In-principle grant of connectivity/ final grant of GNA to determine validity date of Conn-BG1.</p> <p>Claim period shall be one year from validity</p>        |
| Conn-BG2 and Conn- BG3   | <p><b>Amount:</b> As intimated under in-principle grant of intimation</p> <p><b>Initial Validity of 18 months</b> from start date of Connectivity/ GNA to be extended from time to time in terms of GNA Regulations.</p> <p>Claim period –one year from validity</p> |

- (b) If the BG validity requirement is more than 03 years from the intimation for grant of Connectivity/ GNA then the applicant may submit the BG with minimum validity period of 03 years from the date of issuance of the Bank Guarantee with additional claim period of 1 year.
- (c) Amount and validity of the BG shall be further modified/ extended from time to time by the grantee in terms of GNA Regulations. All BGs are to be kept valid by applicant/grantee at all times till discharged by CTU. Validity is to be extended by grantee from time to time. Validity of the BG should be extended at least one month prior to the expiry date. In case of timely non-extension of validity BG is liable to be encashed.

**(ix) Invocation & Encashment of Conn-BGs**

The Conn-BGs shall be liable for encashment on account of any of the specified defaults in terms of the provisions of the Regulations or the Detailed Procedure.

Provided that communication by the Nodal Agency to the issuing bank shall be sufficient and complete act of invocation of bank guarantee.

**(x) Payment in lieu of encashment of Conn-BGs**

- Beneficiary Name: Central Transmission Utility of India Limited

- Current Account No.: 50200104664432
- Bank and Branch: HDFC Bank, Sco-36, Sector 14, Gurgaon, Haryana, 122001
- IFSC Code: HDFC0000090

Provided further that such deposition of monies shall be unconditional and an undertaking to this effect shall be submitted by the concerned grantee.

Provided further that the grantee shall submit requisite payment details to the Nodal Agency.

Provided further that only upon confirmation of receipt of payment in the specified bank account, the Nodal Agency shall not proceed with invocation of bank guarantee(s).

Provided further that, in terms of Regulation 3.8, CTU shall not accept any payment in lieu of encashment of Bank Guarantee(s) after issuance of revocation letter.

NOTE- Entity(ies) to be vigilant about the non-compliance with the milestones date or conditions prescribed under the Regulations/Procedure, withdrawal, relinquishment of the Connectivity/GNA, signing of agreement etc, as the case may be, and may furnish the requisite amount through online mode in lieu of the encashment of the BG in advance.

#### **(xi) Revocation on Account of Non-Submission of Conn BGs**

Treatment of Application when Conn-BGs, as applicable is not furnished shall be as per Regulation 8 including revocation of Connectivity.

#### **(xii) Disbursal of the proceeds of encashed Conn-BGs and Land-BGs to PoC Pool**

The proceeds of the encashed Conn-BGs and the Land-BGs shall be disbursed by the Nodal Agency in terms of Regulation 16.4

#### **(xiii) Return & Treatment of Bank Guarantee**

Upon Commissioning of entire capacity corresponding to the connectivity granted in one go, Conn BG2 and Conn BG3 shall be returned in 5 equal parts starting one year after the date of CoD

Reduction in Conn-BG3 amount under part capacity of COD of Generation:

Example: Granted quantum: 1000 MW, Conn-BG3 for Rs. 20 Cr.

Connectivity Quantum= 1000MW

BG submitted - Conn BG1 =50 lakhs

Conn BG2= 6 Crs

Conn BG3 = 20 Crs

CoD of 300MW -15 Dec,2026

CoD of 100MW - 15 Feb 2027

CoD of 400MW - 15 May,2027

CoD of 200MW - 15 Aug ,2027

Cumulative CoD quantum to be considered for reduction of Conn BG2 and Conn BG3 for CoD upto 31.03.2027- 400MW

Proportionate Conn BG2 and Conn BG3 towards 400 MW=2.4 Cr & 8 Cr resp.

Cumulative CoD quantum to be considered for reduction of Conn BG2 and Conn BG3 for CoD upto 31.03.2028-600MW

Proportionate Conn BG2 and Conn BG3 towards 600 MW=3.6 Cr & 12 Cr resp.

Conn BG1 to be returned - 16 Sep,2027

Amount of Conn BG2 and Conn BG3 to be maintained

| Period      | 01.04.2027 | 01.04.2028      | 01.04.2029          | 01.04.2030          | 01.04.2031          | 01.04.2032        |
|-------------|------------|-----------------|---------------------|---------------------|---------------------|-------------------|
| Conn BG2    | 6 Crs      | 5.52            | 4.32                | 3.12                | 1.92                | 0.72              |
| Calculation |            | $(0.8*2.4+3.6)$ | $(0.6*2.4+3.6*0.8)$ | $(0.4*2.4+3.6*0.6)$ | $(0.2*2.4+3.6*0.4)$ | $(0*2.4+3.6*0.2)$ |
| Conn BG3    | 20 Crs     | 18.4            | 14.4                | 10.4                | 1.92                | 2.4               |
|             |            | $(0.8*8+12)$    | $(0.6*8+12*0.8)$    | $(0.4*8+12*0.6)$    | $(0.2*2.4+3.6*0.4)$ | $(0*8+12*0.2)$    |

**(a) Conn-BG1: Submission of details of COD and corresponding relevant information:**

The Connectivity grantee shall intimate about the commercial operation of full capacity within 7(seven) days of such commissioning and furnish COD certificate and successful trial-run certificate to Nodal Agency.

After receipt of the relevant information from the connectivity grantee, Conn-BG1 shall be returned as per GNA Regulations, 2022.

**(b) Conn-BG2 and Conn-BG3: Submission of documents and undertaking:**

The Connectivity grantee shall furnish COD certificate(s) and successful trial-run certificate(s) for the generation capacity or capacities which has been declared under commercial operation in that financial year to Nodal Agency.

After receipt of the documents Nodal Agency shall return proportionate Conn-BG2 or Conn-BG3 to the connectivity grantee as per GNA Regulations, 2022.

Subsequently, the Connectivity grantee shall submit an amendment for reduction (i.e., original amount BG – amount returned by Nodal Agency) in Conn-BG2 or Conn-BG3, as applicable, along with an undertaking as per Format-BG-Reduction.

**(c) Consequences of non-payment of transmission charges under Reg. 13 of Sharing Regulations, 2020 for more than 3 months from the due date;**

If the Connectivity grantee fails to pay the transmission charges raised as per Regulation 13 of the Sharing Regulations for more than 3 months from the due date, then Nodal Agency shall proceed with the encashment of the Bank Guarantee in terms of the provisions of Regulation 16.

Nodal Agency shall adjust the encashed amount of the bank guarantees in Monthly Transmission charges under the Sharing Regulations, within 15 days of receipt of the said amount.

If the amount of transmission charges of a connectivity grantee exceeds the amount of bank guarantees subsisting with Nodal Agency, then Nodal Agency shall revoke the connectivity of such connectivity grantee.

It is clarified that revocation of connectivity and/or encashment of Conn-BGs would not extinguish the right of CTU to take appropriate legal recourse to recover the balance transmission charges, if any.

**(d) Return of Conn-BG1 in the case of a distribution licensee or a bulk consumer**

The Bulk Consumer/Distribution Licensee shall be required to furnish the following: -

- I. One-time GNA charges, at least one month prior to the start date of GNA, at the rate of Rs. 1 Lakh/MW for the quantum of GNA.
- II. Letter of Credit or instrument of payment security mechanism, at least 1 (one) month prior to the start date of GNA.

Within 7 days of commencement of drawal of power under ISTS under GNA, the Bulk Consumer/Distribution Licensee shall inform the same to CTU.

After receipt of the relevant information from the concerned entity, Conn-BG1 shall be returned as per GNA Regulations, 2022 in terms of Regulation 16.5.

**(e) Return of Conn-BG2 and Conn-BG3 in the case of a distribution licensee or a bulk consumer**

Conn-BG2 and ConnBG3 shall be eligible for return in five equal parts commencing from the next financial year, after the financial year in which commencement of drawal of power has been done for the entire GNA quantum.

Illustration:

If A commences drawal of power for 300MW GNA granted to it from 01.02.2026. Then, the first 1/5th portion of Conn-BG2 and Conn-BG3 shall be eligible for return on 01.04.2027.

However, if the drawal commences on 01.04.2026, then the first 1/5th portion of Conn-BG2 and Conn-BG3 shall be eligible for return on 01.04.2028.

Subsequently, concerned entity shall submit an amendment for reduction (i.e. original amount BG – amount returned by Nodal Agency) in Conn-BG2 or Conn-BG3, as applicable, along with an undertaking as per Format-BG-Reduction.

**(f) Consequences of non-payment of one-time GNA charge by the entity covered under Regulation 4.1 and clause (iii) of Regulation 17.1 of GNA Regulations**

If the entity covered under Regulation 4.1 and clause (iii) of Regulation 17.1 of GNA Regulations does not furnish one-time GNA charge for Rs. one lakh per MW for the quantum of GNA one month prior to the effective date of GNA, the same shall be recovered by encashment of Conn-BG1, Conn-BG2 and Conn-BG3, as required.

**13. Connectivity Agreement – Cat-1 and Cat-2 – Modalities:**

**(i) Modalities for signing of Connectivity Agreement-Cat-1:**

Connectivity Agreement-Cat-1 shall be executed between the applicant and Nodal Agency as per the process detailed below:

An Entity which has been issued final grant of Connectivity shall sign Connectivity Agreement (Cat-1) with CTU within 30 days of intimation as per Regulation 10.1.

On signing of the Cat-1 i.e. Connectivity Agreement-Cat-1, entity shall become a “Connectivity grantee”.

It is clarified that the above provision does not apply to grant of connectivity to Bulk Consumer/Distribution Licensee. The relevant provision dealing with Agreement to be signed by Bulk Consumer is Regulation 22.2 (b-i).

In terms of Regulation 10.7, Cat-1 upon intimation of terminal bay location and firm start date of connectivity by CTU to Entity in cases of non-availability of terminal bay location and non-availability of firm start of connectivity, shall automatically become part as Annexure of the executed Connectivity Agreement Cat-1.

### **(ii) Consequences in case of failure to enter into Connectivity Agreement- Cat 1:**

In case a party fails to complete the modalities spelt-above regarding signing of the Cat-1, in such a case, the Nodal Agency may grant an additional time of 30 days to the applicant for completing the modalities of entering into Connectivity Agreement- Cat-1.

Further, in case the party fails to complete the modalities regarding entering into Cat- 1, even after the extended timelines, in such a case, the Connectivity granted to the entity shall be revoked and the treatment of BGs shall be administered in terms of Regulation 10.6 read with Regulation 3.7.4 by the Nodal Agency.

### **(iii) Connectivity Agreement-Cat 2**

At least 1 (one) year prior to the physical connection, the entity shall submit the Technical Connection Data as per FORMAT-CONN-TD-1 for RE Generator / BESS, FORMAT-CONN-TD-2 for Thermal/ Hydro/ Nuclear generating stations including Pumped Storage Projects (PSP).

Within one month from the date of receipt of compliant technical connection data, CTU shall intimate the connection details, inter-alia, details of protection equipment, system recording, SCADA and communication equipment.

The technical connection data indicated at Regulation 10.1 and the connection details outlined in Regulation 10.2 shall form part of the Connectivity Agreement. The Connectivity Grantee shall enter into the Connectivity Agreement (Cat-2) on issuance of connection details indicated at Regulation 10.2. Cat-2 Agreement shall be appended to the Connectivity Agreement (Cat-1) to form a complete Connectivity Agreement.

Any infirm injection or drawl of start-up power shall not be allowed prior to signing of the Cat-2 Connectivity Agreement. It is once again clarified that Cat-1 (and not Cat-2) is the Connectivity Agreement for the purposes of compliances provided in various regulations with reference to Connectivity Agreement.

Connectivity Agreement-Cat-2, shall be the technical agreement, signed subsequently, detailing the modalities for “connection” of the project with ISTS, containing, inter alia,

technical connection details [including point of interconnection, installed capacity (including additional capacity under Regulation 5.2, if any), for which Connection Agreement shall be executed, quantum of maximum amount of injection and drawal with ISTS, voltage level at point of interconnection etc.]. The Connectivity Agreement-Cat-2 shall be executed between the applicant, transmission licensee(s) and Nodal Agency as per FORMAT-Connectivity Agreement-Cat-2.

Connectivity Agreement-Cat-2 shall be signed for each grant (including additional capacity augmentation) w.r.t following entities prior to physical interconnection with Grid:

- (a) Entities covered under Regulation 4 of CERC, GNA Regulation.
- (b) Entities covered under Regulation 17.1 (iii) of CERC GNA Regulation.

**(iv) GNA Agreement:**

Entities covered under Regulation 17.1(iii) shall sign GNA agreement as per Regulation 22.2 (b-i) read with provisions of Regulation 10 in the format Format- CONN-GNA-5(Cat-1)

Provided further that in case the start date sought by the entity has passed at the time of grant of GNA and GNA is proposed to be granted with existing transmission system, CTU shall grant GNA with a start date of 30 days from date of issuance of intimation. The GNA grantee shall be obligated to complete post-grant compliances including signing of GNA agreement at least 7 days prior to the start date stipulated by CTU in the intimation.

**(v) Digital Signing of the agreement, wherever possible:**

Applicants are encouraged to sign Connectivity Agreement-Technical agreements digitally. Digital signature to be taken by applicants shall comply with the following condition:

The person signing connectivity agreement shall submit authorization letter from Board of Directors or Board Resolution authorizing the concerned person for signing of the Connectivity Agreement. Further the subject agreement shall be digitally signed with legally valid Digital Signature having valid digital signature certificate (Class 3 – SHA2 – Signing Component) mapped with the name of the company (to which intimation for grant of connectivity/GNA has been issued) as per Interoperability guidelines of Controller of Certifying Authorities (CCA) of India.

**(vi) Submission of Technical Data for signing of Connectivity Agreement-Cat- 2:**

- (a) The application for connection details shall be submitted by entities after final grant of connectivity. In case, expected scheduled commissioning date of entity is approaching, the application may be submitted after in-principal Grant of Connectivity. The model & data validation shall be proceeded in such situation;

however, the technical connection details shall only be issued after issuance of Intimation for Final Grant of Connectivity or GNA (as applicable).

- (b) Entities shall submit the application for connection details as per FORMAT-CONN-TD-1 [for RE Generator/ESS] or FORMAT-CONN-TD-2 [for Thermal/Hydro/Nuclear generating stations including Pumped Storage Projects (PSP)] or FORMAT-CONN-TD-3 [for Bulk Consumer/Distribution Licensee] with the undertaking that the submitted data/ plant model is accurate and representative of the actual plant response.

The connection details application along with all requisite simulation study models and reports (steady state, dynamic and power quality) and technical data in line with list of studies uploaded on CTU website shall be submitted at least one (1) year prior to physical connection with the ISTS.

Entity shall submit technical connection details inter-alia including Simulation models & Study Reports towards compliance with CEA Technical Standards for Connectivity to Grid for its plant for full connectivity quantum. However, if complete technical connection details are available only for part capacity, of not less than 50 MW, at the time of filing the application, the RE Generator/Park may apply for such partial quantum. Subsequent applications of the plant, though, must always be submitted on a cumulative quantum basis considering its own previous quantum, and no submissions in isolation will be permitted.

- (c) In case, applications are submitted without simulation study models or study reports or other requisite data, applications shall be considered as incomplete and shall be closed on NSWS portal after 15 days with a communication to the entity.
- (d) Observations on the submitted application for connection details or simulation study shall be provided for complete application, and revisions shall be permitted up to a maximum of three times. Further, applicant is required to provide responses to CTU/Grid-India observations within two (02) months of receiving comments on their submission. Failure to comply with either of the above requirements shall result in the closure of the application for connection details and fresh application must be submitted on NSWS portal once the simulation models or other issues are resolved for their project.
- (e) Installed capacity (IC) considered by the entity in the simulation models shall be as per the installed capacity mentioned in the final Grant of Connectivity. Installed capacity for RE sources shall be installed capacity at AC side i.e. inverter(s) capacity (generally solar/BESS plants have higher DC capacity). Further, for hybrid power projects, the fuel breakup should also match with the details mentioned in the grant. In case, installed capacity considered in the study models is less than

the installed capacity in the connectivity grant letter and if entity requests for part capacity permission, connection details shall be issued for the part-capacity. If installed capacity considered in the study models is more than the installed capacity in the connectivity grant, the applicant shall apply for enhancement in installed capacity under Regulation 5.2 of the GNA Regulations and after acknowledgement of enhanced installed capacity in the intimation for additional generation capacity, connection details shall be issued. In case the enhanced installed capacity for the quantum which is required only to meet the reactive power compensation, internal losses (DTL loss), or any other technical compliance at the Point of Injection (POI), there shall not be any requirement of furnishing Conn-BGs and compliance of Regulation 5.8 of the GNA Regulations for such additional capacity, either applied under Regulation 5.1 or applied under Regulation 5.2. However, considering the modular nature of renewable energy (RE) generating equipment, which typically involves smaller unit ratings compared to conventional generators, such an application is required only when the number of WTGs/Inverters/PCSs considered in the simulation study exceeds the minimum number required to meet the IC specified in the connectivity grant letter.

- (f) Applicant is required to provide undertaking clearly indicating the breakup of active power delivery at POI (MW), reactive power (MVA<sub>r</sub>), internal losses (DTL loss) or any other technical compliance of rated Installed Capacity (IC), duly substantiated by steady state simulation study results, solely required for the purpose of ensuring technical compliance shall be submitted by the applicant as mentioned at Annexure-A.
- (g) In cases, where capacity of the inverters exceeds the rated installed capacity due to lower ambient temperature requirements, as per the extant CEA guidelines, compared to the designated design temperature, in such cases those details shall be explicitly mentioned in the technical connection details issued by nodal agency.
- (h) In case multiple generators are connected behind a single Point of Interconnection through sharing of common dedicated infrastructure, the generator seeking physical interconnection first shall submit technical data including simulation study models and reports for its own project whereas the generators coming later shall submit technical data including consolidated simulation study reports and models that includes the modelling of the existing generators as well. However, generator seeking physical interconnection first is also encouraged to submit the consolidated simulation study models considering all plants sharing dedicated transmission infrastructure.
- (i) Applicants who have obtained multiple connectivity grants for the same project sharing common dedicated infrastructure of the same grantee may submit a

single NSWS application for connection details, subject to clear identification of the in-principle or final grant intimation in the said NSWS application. Further, studies are required to be carried out on a single consolidated model of entire project capacity of the applicant.

- (j) Based on the submitted data/ plant model and the studies, the entity shall take advance action for the implementation of the required measures towards compliance with CEA Regulations on Technical Standards for Connectivity to the Grid (as amended from time to time), pending issuance of Connection details as per FORMAT CONN-TD-4.
- (k) After obtaining Connection details/FORMAT CONN-TD-4, upon fulfilment of all applicable compliances by applicant, if there is any deviation in the compliance requirement vis-a-vis earlier planned measures in para (ii) above, the grantee shall take necessary timely actions in this regard.

**(vii) Scrutiny of technical data, simulation study models and reports of entity seeking connection details**

- (a) For the applications complete in all aspect, Nodal Agency shall forward the technical data including simulation study reports & models of the entity to the respective RLDC. Both CTUIL & RLDC shall jointly scrutinize the submitted technical data/models and CTU shall communicate the joint observations of CTUIL & RLDC (if any) to the applicant within thirty (30) days of the complete submission of data.
- (b) Further, the applicants shall provide the study reports & plant models in line with List of Studies and advisory (if any) in this regard available on CTU website which may be updated from time to time due to evolving nature of technology.

**(viii) Processing of technical connection details involving sharing of DTL:**

In case multiple generators are connected behind a single Point of Interconnection sharing common dedicated infrastructure, lead generator/other entity should submit the plant level simulation models & study reports on an aggregated basis. However, if there are constraints in the submission of aggregated models & study reports, generator seeking physical interconnection first shall submit technical data including simulation study models and reports only for its own project whereas the generators applying later shall submit technical data including consolidated simulation study reports and models that includes the modelling of the existing generators as well.

In case, entity has submitted the data on stand-alone basis, the entity shall submit technical connection details inter-alia including Simulation models & Study Reports towards compliance with CEA Technical Standards for Connectivity to Grid for its plant for full connectivity quantum. However, if complete technical connection details are available only for part capacity, of not less than 50 MW, at the time of filing the

application, the RE Generator / A Park may apply for such partial quantum. Subsequent applications of the plant, though, must always be submitted on a cumulative quantum basis considering its own previous quantum, and no submissions in isolation will be permitted.

The existing connectivity grantee shall share the technical connection data including simulation study models and reports with the upcoming entity sharing the common dedicated infrastructure. If the entity(ies) associated with common DTL does not share technical data as mentioned above to the other sharing entity for carrying out aggregate study, the affected party may timely approach the Commission for seeking suitable directions.

Entity(ies) shall consider appropriate margins in their plant to accommodate changes/modification(s) if required as a result of aggregation of other plants towards compliance with CEA Technical Standards for Connectivity to Grid, which can only be determined at later stage after availability data of all the plants sharing the same DTL.

Entity(ies) sharing DTL shall share technical connection data among themselves and settle all issues related to data sharing/augmentations etc. mutually that may arise due to the aggregated study.

**(ix) Issuance of connection details as per FORMAT Conn-TD4 and signing of Connectivity Agreement-Cat-2**

Upon rectification of all discrepancies by the entity, Nodal Agency shall within thirty (30) days thereafter intimate the connection details, inter alia, details of protection equipment, system recording, SCADA and communication equipment, under Regulation 10.1 as per FORMAT-CONN-TD-4 based on the inputs provided by the connectivity grantee.

After issuance of FORMAT-CONN-TD-4, the Connectivity Agreement as per Connectivity Agreement-Technical shall be signed between the Nodal Agency, the respective Transmission Service Provider, and the entity within thirty (30) days. The agreement shall be termed as the “Connectivity Agreement- Cat 2”. FORMAT-CONN-TD-4 shall be deemed to automatically become an integral part of Connectivity Agreement-Cat 2.

Physical connection to ISTS shall be permitted only after signing of Connectivity Agreement-Cat-2.

**(x) Intimation to Nodal Agency in case of change in technical connection data:**

- (a) After the issuance of FORMAT-CONN-TD-4, in case there is any change in technical connection data provided by the applicant, in such a case, the applicant shall submit the revised technical data to Nodal Agency with due justification request for revision of the technical data.

(b) Nodal Agency shall process the said request for revision in FORMAT-CONN- TD-4 within thirty (30) days of receipt of complete revised technical data. Such request may be allowed only once and shall be submitted at least three (3) months prior to physical connection to ISTS.

(c) In case there is any change in technical connection data, subsequent to physical interconnection with ISTS, in such a case, the responsibility for validating the revised technical data including simulation study models and reports shall rest with the respective RLDC.

**(xi) Obligations arising out of Cat-1 i.e. Connectivity Agreement:**

Notwithstanding the signing of the Connectivity Agreement-Cat-2, the liabilities and obligations of the applicant arising out of final grant of Connectivity and the Connectivity Agreement-Cat-1 shall remain intact and applicable.

**(xii) Start date of Connectivity:**

The start date of connectivity for all purposes under GNA regulation shall be the start date of connectivity mentioned in the Connectivity Agreement – Cat-1 as specified above.

**(xiii) Compliance of the mandate, requirements and obligations of Act, Regulations, Procedures etc.**

Applicant shall comply with the mandate, requirements and obligations under the Electricity Act, 2003, and all applicable CERC/CEA Regulations/Detailed Procedures [including amendments] and the terms of the final grant of Connectivity, Connectivity Agreement- Commercial, and Connectivity Agreement- Technical.

In case of any non-compliance of the above, treatment of the same shall be dealt by the Nodal Agency in terms of the relevant provisions of the law.

**14. Monitoring of Connectivity & ATS/CTS / 11A – Conditions Subsequent to be met by Connectivity Grantee / 11B – Consequences of non-fulfilment of conditions subsequent**

**(i) Monitoring by monthly status updation and JCC Meetings:**

CTU shall monitor the progress and milestones for all connectivity grantee(s) and the status of transmission system (augmentation with or without ATS) on regular basis in the manner provided below:

Monthly updation of Status by Connectivity Grantees & Bulk Consumers/STU connected generation projects:

All Connectivity/GNA grantee(s)(including applications under 5.2) shall update the stage of development of the project, i.e. status of implementation of work under its scope and also their progress in terms of the regulatory milestones prescribed under the

Regulations on a monthly basis, by the end of the first week of the subsequent month, in the format specified by the Nodal Agency on CTUIL's website.

**(ii) Data to accurately represent progress and provision for requirement of proof**

All Connectivity/GNA grantee(s) shall ensure that the data submitted to the Nodal Agency under Regulation shall be true and verifiable.

Any connectivity grantee shall be liable to be put to strict proof of the data and the milestones declared to have been achieved in its project status.

Provided further that in case of any discrepancy observed in the data submitted vis-à-vis the actual progress of the subject entity, the same shall be liable for onward communication to the Central Electricity Regulatory Commission or for any apposite administrative action, as deemed necessary.

**(iii) Information to be put on Nodal Agency's website**

Nodal Agency shall update the status of implementation of the ATS, CTS and terminal bays in respect of all Connectivity grantees, every quarter on its website.

Further, the Nodal Agency shall display on its website the updated status of allocation of terminal bay(s) at ISTS Sub-station [including bay-wise details of Connectivity granted and balance quantum subsisting]. The same shall be updated by Nodal Agency on monthly basis.

Further, the Nodal Agency shall monitor the fulfilment of conditions under Regulation 11A by the entities that have been issued an in-principle or final grant of connectivity. The Nodal Agency shall publish the details of the compliance as per Annexure-III of the GNA Regulations on the website. The same shall be updated by Nodal Agency on quarterly basis.

**(iv) Joint Coordination Committee (JCC) Meeting**

The Nodal agency shall review the status submitted by Connectivity/GNA grantees in a quarterly review meeting.

The quarterly review meeting shall be held for each Electrical Region and shall review the status of implementation of work under the scope of the Connectivity grantee and status of implementation of the ATS, CTS and terminal bay(s).

Provided that the observations of the Nodal Agency about any default of the Connectivity or GNA grantees in compliance of the Regulations, Detailed Procedure, Connectivity Agreement etc shall be deemed to constitute due notice to the concerned Connectivity & GNA grantees for consequent actions to be taken in terms of the Regulations and Detailed Procedure.

Provided that notwithstanding the aforesaid, the concerned Connectivity/GNA Grantees shall be obligated to comply with all their duties, obligations and liabilities in terms of the provisions of Regulations, Procedure, grant, agreements etc and information about difficulties in the JCC Meeting shall not by itself absolve any entity from its respective obligations in any manner whatsoever.

#### **(v) Minutes of JCC Meetings**

The Nodal Agency shall endeavour to issue the minutes of JCC within a period of 30 days from the date of meeting.

Provided that any participant of a JCC Meeting which has an objection to the minutes or decisions recorded in the minutes, must communicate the same to the Nodal Agency within a period of 7 days from the issuance of JCC Minutes, after which the Minutes shall attain finality and shall be formally confirmed in the next JCC.

The Minutes shall also denote and record any variation in the Minutes of the previous JCC.

The Minutes of JCC shall be uploaded on Nodal Agency's website and shall also be circulated to CERC, MoP, CEA, concerned RPC, concerned RLDC, concerned REIAs, concerned STUs, concerned transmission service providers and other stakeholders.

#### **(vi) Corrective Actions – Monitoring & Constructive Notice of Default**

The Nodal Agency shall monitor the following:

- (a) status of implementation of the works under the scope of the Connectivity Grantee or GNA Grantee (under clause (iii) and (vi) of Regulation 17);
- (b) status of implementation of the works of transmission licensee which has been identified as Augmentation in the grant of Connectivity or GNA;

Further, particularly with respect to the entities whose SCOD date is within the next 6 months, the Nodal Agency may at any point of time, seek the present status of the project, along with supporting documents. Defaults on the part of the entities may be considered by the Nodal Agency for action as per the Regulations or for notice/consideration of the Central Commission, as may be deemed necessary.

#### **(vii) Transmission system scheduled to be commissioned within 18 months – a priority consideration in JCC Meetings**

The Joint Coordination meetings convened by the Nodal Agency shall primarily but not exclusively, deliberate regarding the coordination and monitoring with respect to the system [transmission as well as generation/drawl] scheduled for commissioning within the next eighteen (18) months and all grants of Connectivity and GNA due for operationalization with such transmission system.

Provided that the minutes of JCC Meetings shall particularly identify the mismatches for such Connectivity & GNA grantees and concerned transmission system/schemes in a tabular manner depicting month-wise mismatches.

**(viii) Rearrangement of bays in a ISTS Substation**

Nodal Agency may for optimal utilization of the transmission system with which Connectivity has been granted across terminal bay(s) of an ISTS substation, may rearrange the bay(s), based on express consent of the concerned Connectivity grantees.

Provided that for the purposes of rearrangement, ISTS substation would imply the substation as a whole or section of ISTS substation in which the original bay allocation was made.

Provided further that the aforesaid rearrangement shall not result in any change of transmission system required for connectivity, start date, monitoring timelines etc. or absolution of any liabilities.

Provided further that this exercise of rearrangement may be undertaken by the Nodal Agency independent of its monitoring function.

**(ix) Failure to attend Joint Coordination Meetings**

The Nodal Agency may send a notice to Connectivity/GNA grantees who have not attended the last two quarterly JCC meeting(s) and have not submitted progress status as mandated above, giving a final opportunity to the entity to submit the progress report as per the prescribed format, within a period of 15 days.

Provided that it shall be mandatory for a Connectivity / GNA grantee to attend the Joint Coordination Committee meeting when such attendance is specifically requested by the Nodal Agency through any mode of communication, including the minutes of JCC Meetings issued and published on their website.

Failure to submit the progress status shall be considered for appropriate action by the Nodal Agency and the last submitted status available with the Nodal Agency shall be considered for any action in this regard.

**15. Procedure w.r.t. Regulation 11A – Conditions Subsequent to be satisfied by the Connectivity & GNA grantees and 11A(B) – Consequences of non-fulfilment of conditions under Regulation 11A.**

**(i) Submission of Land documents in case of entities granted Connectivity through Land-BG route**

The entities which have been granted connectivity through Land-BG Route [under Clause (vii) (c) or Clause (xi) (c) of Regulation 5.8] shall submit the land documents for 50% of the land in the timelines as prescribed under Regulation 11A(1) read with Regulation

10.5, as applicable. In case of issuance of amendment to In-principle/final grant of Connectivity due to any reason, the date of original In-principle/final grant of Connectivity intimation shall be considered for calculation of submission of Land documents under this Procedure.

Further, the entities may submit the sub-lease documents in compliance of Reg. 11A (1) of the GNA Regulations, subject to following conditions: -

- (a) Sub-lease should be executed between the parent company and its subsidiary, or between subsidiaries of the same parent company.
- (b) Sub-Lease shall be acceptable only for the Land compliance under Reg. 11A(1) of the GNA Regulations.
- (c) Sub-lease shall be acceptable only in those cases wherein the original lease deed provides the right of lessor to further sub-lease.

Any discrepancy in land documents shall be communicated to grantee within 15 working days of receipt of documents. The connectivity grantee shall promptly rectify the deficiency(ies), if any within next 15 days failing which connectivity shall be revoked and treatment of Bank Guarantees shall be administered as per Regulation 11B of GNA Regulation.

Land documents for compliance under Regulation 11A(1) shall be submitted for the quantum and configuration (Solar, Wind or BESS) as on the date of submission of compliance documents. Submission of any request for source change or route change shall not be considered for acceptance of land documents based on the changes sought till such change request is approved by CTUIL.

Documents towards achievement of Financial closure for compliance under Regulation 11A(2) shall be submitted for the quantum and configuration (Solar, Wind or BESS) as on the date of submission of compliance documents. Submission of any request for source change shall not be considered for acceptance of Financial closure documents based on the changes sought till such change request is approved by CTUIL.

#### **(ii) Submission of Financial Closure Documents**

The applicants shall submit the following documents to the Nodal Agency to demonstrate the achievement of financial closure for the purposes of Regulation 11A of GNA Regulations: -

- (a) Undertaking strictly as per **Format-UD-FC**.
- (b) Copy of the Board Resolution clearly providing for authorization of the person submitting the Undertaking

#### **(iii) Financial closure documents eligible for submission**

##### **A. In case of loan from financial institution:**

- I. Sanction letter from the loan issuing entity(ies) specifically agreeing to finance the project for which connectivity has been granted.
- II. Supporting document required as per the Sanction letter including acknowledgement by the Connectivity grantee  
  
or  
  
proof of first disbursement of loan amount.

**B. In case of equity/loan from Parent / Group company:**

- I. Board Resolution from parent/group company or Inter-corporate loan agreement towards disbursal of equity/loan, also clearly mentioning the name of the project.
- II. Board resolution of the Connectivity grantee regarding request/acceptance of the funds.
- III. Net Worth Certificate of entity infusing funds from Chartered Accountant or latest audited financial statements for the quantum of equity being infused.

**C. In case of funding from Connectivity Grantee;**

- I. Board Resolution of Connectivity Grantee towards the amount to be funded by the Connectivity Grantee clearly mentioning the name of the project.
- II. Net Worth Certificate of Connectivity Grantee from Chartered Accountant or latest audited financial statements of Connectivity Grantee for the quantum of funding.

The Net-worth of the entity infusing equity shall not be less than the stated equity/funding proposed as a portion of project cost under the Format-UD-FC. Provided that in case, a portion of the equity/loan amount has already been infused in the entity implementing the project, in such a case, the entity shall also provide proof of such disbursal supported by CA Certificate.

**D. In case of funds through VGF/Any other grant from Government:**

Copy of the approval letter from government.

**E. In case of RPPDs, where funds through ISAs/ other bilateral arrangements between Generators and Park Developers: -**

- I. ISA Agreements; and
- II. Proof / Supporting Documents/CA Certificate for funds received as ISA Charges from the Generators.
- III. Net Worth Certificate of all the Generators signing the ISA, in support of funding.

OR

Board Resolution of all the Generators signing the ISA along with the Net Worth Certificate, in support of equity infusion or funding.

Notwithstanding the aforesaid, CTU shall consider confirmation letter received from (i) a Renewable Energy Implementing Agency or (ii) a distribution licensee or (iii) an authorized agency on behalf of distribution licensee, as the case may be, regarding achievement of financial closure by grantee for the project for which the connectivity has been granted, as a sufficient proof for the purpose of compliance under Regulation 11 (A) of GNA Regulations.

**(iv) Scrutiny of financial documents by CTU**

- (a) Upon submission of the documents by the applicants in support of achievement of financial closure, CTU shall scrutinise the documents within 15 days and shall inform deficiencies/clarifications, if any, to the applicant for rectification/clarification.
- (b) The applicants shall rectify/clarify the same within a period of 7 working days [from the date of the receipt of CTU’s communication intimating the deficiency(ies)].
- (c) Thereafter, CTU on being satisfied with the documents in support of financial closure, shall issue confirmation regarding achievement of the financial closure in terms of the GNA Regulations, 2022.

| <b>S.N<br/>o.</b>   | <b>Milestone(s)</b>                               | <b>Timeline (s)</b>  |
|---|---|--|
| 1.  | Achievement of FC by the Grantee                  | Latest by 6 months prior to the scheduled date of commercial operation or firm start date of Connectivity, whichever is later                            |
| 2.  | Submission of FC Documents to CTU                 | Within 15 days of achieving the financial closure.   |
| 3.  | Scrutiny of Documents by CTUIL                    | CTU shall scrutinise the documents within 15 days and shall inform deficiencies/clarifications, if any, to the applicant for rectification/clarification |
| 4.  | Clarification by Applicant on observations by CTU | Within 7 working days of the receipt of the communication from CTUIL.  |
| <p><i>*Option for submission of clarification and submission of related documents shall be given to applicant only once after scrutiny of the documents by CTU.</i></p> |   |  |

Conversion facility for entities originally granted Connectivity under LoA/PPA route to Land route/Land BG or vice versa shall be governed by the provisions of Regulation 11A(3) and 11A(4). Further, submission of Financial Closure documents compliance by Parents/Subsidiary companies shall be governed by Regulation 11A(5).

**(v) Consequences on account of failure to meet conditions subsequent by an application under BG Route**

In case a Connectivity Grantee covered under clause (xi)(c) of Regulation 5.8 or clause (vii)(c) of Regulation 5.8 fails to submit the land documents in terms of clause (1) of Regulation 11A, its connectivity shall be revoked.

Bank guarantee submitted (in lieu of land documents) under clause (xi)(c) of Regulation 5.8 or clause (vii)(c) of Regulation 5.8 as a part of the application shall be encashed.

Conn-BGs so encashed shall be treated in terms of Regulation 24.2 (granted on existing system or augmentation without ATS) or Regulation 24.3 (granted with ATS) as applicable.

**(vi) Consequences on account of failure to submit Financial Closure documents**

If any Connectivity grantee fails to achieve the financial closure within the stipulated time or fails to submit the copy of the financial closure within the stipulated time, Connectivity shall be revoked.

Bank guarantee if applicable (in lieu of land documents) under clause (xi)(c) of Regulation 5.8 or clause (vii)(c) of Regulation 5.8 as a part of the application shall be encashed.

Bank guarantee submitted in terms of Regulation 8 pursuant to grant of in-principle Connectivity shall be treated in terms of Regulation 24.2 (granted on existing system or augmentation without ATS) or Regulation 24.3 (granted with ATS) as applicable.

**(vii) Extension of timeline for submission of compliance documents under Regulation 11A**

No extension in timeline shall be allowed for submission of documents in compliance under Regulation 11A, i.e. Land or Financial Closure, except in cases where issuance of intimation has led to a situation wherein no timeline is left for the entity to submit documents for compliance within the due date. For example, SCOD of the project is 01.01.2026 and firm start date of Connectivity is yet to be communicated to the applicant. In such a scenario, there is no due date of FC compliance. Assuming on 01.03.2026, Final grant of Connectivity was issued with firm start date of Connectivity as 01.08.2026. Therefore, the due date of FC compliance shall now be 01.02.2026 (which is a past date).

In such a scenario where issuance of intimation has suddenly triggered non-compliance of FC, the entity shall be allowed additional time for FC as per the following:

- (a) In cases where “Firm Start date of Connectivity” is within “six” months of “Final grant of connectivity”, the last date of submission of financial closure documents shall be the “Firm Start date of Connectivity”.
- (b) In cases wherein SCOD is less than 6 months from the date of application, requirement of submission of financial closure documents shall be submitted within one month of issuance of in-principal grant of connectivity, for cases where connectivity is yet to be granted.

Further, for applications under Reg. 5.2, the firm start date of original connectivity granted under 4.1 along with SCOD of generation capacity under 5.2 as per final grant intimation shall be considered for the purpose of compliance under Regulation 11A, 11B & 24.

Regarding the timeline for submission of Land documents for applicants under 5.8(xi)(c) & 5.8(vii)(c), the 1st proviso to Regulation 11A (1) shall also be applicable to cases where final grant of Connectivity is not issued in terms of Order dated 08.12.2025 in 14/SM/2025.

Entities applying for additional generation capacity under Regulation 5.2 for meeting technical compliance at the point of Interconnection (POI) are not required to comply with the Conditions Subsequent for Land or Financial Closure as stipulated under Regulation 11A.

**(viii) Submission of parent subsidiary document - Reg. 37.10(d)(iii)**

Documents of subsidiary/parent company/other subsidiary of same parent company of applicant company in terms of Reg. 11.A(5) shall also be acceptable for compliance under Reg. 37.10(d)(iii).

**(ix) Change of Connectivity Route**

For REGS (other than Hydro) and ESS (excluding PSP), Connectivity Route can be changed in the below mentioned cases after issuance of Final grant of Connectivity:

**A. From Land/Land BG route to LoA route:**

Connectivity can be changed from Land / Land BG Route to LoA/PPA route (as per Regulation 11A(4) of GNA Regulations) upon submission of suitable LoA/PPA in the name of Connectivity grantee. The location of project mentioned in the LoA/PPA should match with the location of project as per Connectivity granted.

**B. From LoA route to Land/Land BG route:**

Following cases are allowed for Conversion of Connectivity from LoA/PPA route to Land/Land BG route (as per Regulation 11A(3) of GNA Regulations):

- Cases where Connectivity has been granted on LoA/PPA route and LoA/PPA gets terminated prior to CoD of the project for reasons not attributable to such

applicant. In such a case, applicant may submit proof from REIA / Distribution Licensee / appropriate Commission regarding reason which is not attributable to the applicant.

- Cases where LoA or PPA has been terminated by the entity and the same has also been agreed or approved by the REIA or Distribution Licensee or appropriate Commission. In such case, entity shall submit proof of agreement / approval by the REIA / Distribution Licensee / appropriate Commission.

If there is a need for multiple changes in a Connectivity application (e.g., Energy source change along with Route change under Regulation 11A(4) of the GNA Regulations), the entity shall be issued approval of energy source change (as per the new route considering the eligibility as per the new route documents and other conditions as per Clause 8 of this Procedure) prior to approval/intimation for Route change. Further, the entity shall keep in mind timeline of various milestones required to be fulfilled, such as Land compliance timelines, Financial Closure timelines, etc and strive to obtain the above change in Connectivity within appropriate timelines. Any failure to comply with timelines as specified in the Regulations due to delay in obtaining changes in Connectivity (Route change / Energy Source change / land parcel change) shall be attributable to the Connectivity applicant and treatment shall be accorded as per the Regulations.

Installed capacity (MW) of various RE sources (solar/wind/ESS) already granted to the entity under Land/Land BG route may also be modified to reflect the installed capacity mentioned in the LoA/PPA, while seeking conversion to LoA/PPA route.

In case part capacity is converted from Land/Land BG route to LoA/PPA route under Regulation 11A(4), entity shall indicate the installed capacity to be kept under original route and installed capacity to be converted to LoA/PPA route.

Provided that the MWh rating of ESS capacity can be changed if the requirement arises due to provision in LoA/PPA or if the Connectivity is on Land BG route.

## **16. CTU Approval in case of Change in Control of a Connectivity Grantee prior to CoD [Regulation 11A(6)(c)]**

### **(i) Applicability**

This Procedure applies to all Connectivity grantees who are Renewable Energy Generating Stations (excluding hydro generating station) or Energy Storage Systems (excluding PSP). It covers both new and existing grantees who have not achieved COD for full connectivity quantum as on the date of effectiveness of the Third Amendment.

### **(ii) Definitions**

- (a) 'Applicant' refers to the Connectivity grantee seeking approval for 'change in control' under Regulation 11A(6) of the GNA Regulations, 2022.

(b) 'Change in Control' or 'Deviation in Control' shall mean change in 'control' of the Connectivity Grantee in terms of the Explanation to the Regulation 11A(6) of GNA Regulations.

(c) "Transferee" shall mean the entity acquiring such control, directly or indirectly.

**(iii) Eligibility and pre-conditions:**

Entities which have been issued final grant of Connectivity and have signed Connection Agreement (Cat-1) shall be eligible entities for seeking 'change in control'.

Change in control, after the effectiveness of the Third Amendment to the GNA Regulations, without prior approval or if the application is made after the change has already occurred, i.e., post-facto without prior approval, shall lead to revocation of connectivity, encashment of Bank Guarantee submitted under sub-clause (c) of Clause (vii) or sub-clause (c) of Clause (xi) of Regulation 5.8 of the CERC GNA Regulations, and treatment of Conn-BG1, Conn-BG2 and Conn-BG3 in terms of Regulation 24.2 or Regulation 24.3 of these regulations, as applicable, as per Regulation 11(A)(6)(d) of the CERC GNA Regulations.

**(iv) Preconditions for approval of request for 'change in control': -**

Following shall be the pre-conditions for the approval for change in control of Connectivity Grantee:

- (a) The transferee entity providing an undertaking to assume all regulatory obligations of the original Connectivity Grantee.
- (b) The transferor and transferee undertake that the 'change in control' shall not involve any trading, sale of development rights, arrangement or transaction intended to conceal the true ownership or rights over Connectivity.
- (c) The transferor submitting the proposed 'change in control' structure post-change (and the 'control structure' prior to change) as well as the identity and credentials of the new entities exercising 'control'.
- (d) As on the date of the request, there shall not exist any default or violation under GNA Regulations.

**(v) Grounds on which application can be made:**

CTUIL may consider an application for approval of 'change in control' under Regulation 11A(6)(c) based on the following grounds only:

**a) Connectivity Grantee being admitted into insolvency/liquidation proceedings:**

Change in control resulting from orders of the National Company Law Tribunal (NCLT) or other competent court under the Companies Act, 2013 or Insolvency and Bankruptcy Code, 2016 (IBC).

As the result of the CIRP/liquidation process, as the case may be, the control over the Connectivity Grantee company as a going concern may be transferred to a third party, by virtue of approval of a resolution plan or dissolution of the corporate debtor/Connectivity grantee company or sale of the corporate debtor company as a going concern as a result of the liquidation process, the 'Control' in the Connectivity Grantee company may be transferred to a third party.

In such cases, the RP (Resolution Professional) or the liquidator or the entity taking over control of the Connectivity grantee company by virtue of conclusion of the CIRP or liquidation process, as the case may be, shall apply to CTU in terms of this procedure for grant of approval under Regulation 11A(6)(c).

Further, Committee of Creditors (CoC) may also request CTU prior to the conclusion of the CIRP or Liquidation period to allow transfer of the Connectivity to enable recovery of the investment. In such circumstances also deviation in the requirement of control as specified in Regulation 11A(6) of the Regulations may be permitted by CTU.

**b) Governmental or Statutory Transfers:**

Transfers arising due to Government directives, disinvestment, or restructuring of a government-owned entity.

In such cases, the entity in favour of whom such transfer has taken place, may be permitted by CTU for 'change in control' as specified in Regulation 11A(6) of the Regulation in terms of this Procedure.

**c) Step-in rights of Lender due to default of the Connectivity Grantee:**

Where a Connectivity grantee entity having obtained a loan/facility/debt funding of any kind from another entity defaults in repayment of necessary amounts, and the lender entity, by virtue of the corresponding agreement gains 'control' over the Connectivity Grantee due to such a default in repayment.

In such cases, the banks/financial institutions/entities/companies that have provided a loan/debt facility to the Connectivity Grantee may have the right to obtain 'control' over the Connectivity Grantee company in a scenario where the Connectivity Grantee defaults in its obligation towards repayment of debt, the terms and conditions of which are specified in the corresponding loan/facility agreement/debt agreement. Accordingly, by virtue of such transfer of shares, the 'Control' in the Connectivity Grantee company is transferred from the shareholders/promoters to the banks/financial institutions/lending entity owning to operation of contractual terms and conditions mutually agreed upon by and amongst the parties.

In such cases, the Connectivity Grantee may apply to CTU for grant of approval for deviation against the requirement of 'Control' as specified under Regulation 11A (6).

#### d) Exit of Foreign Company from India

In case the Connectivity Grantee has a 'control' by a foreign company and who intends to wind up its operation in India and want to exit or intends to sale/transfer its business in India, in such cases, the applicant may be required to transfer its assets, liabilities and obligations to another company/entity. In such cases, the Connectivity Grantee may apply for 'change in control' in favour of the Company/entity who intends to acquire the said assets, liabilities and obligations. Such foreign company shall be responsible for compliances under Companies Act, 2013, and FEMA Regulations, to the extent these are applicable. In such cases, the request for 'change in control' shall be made along with following documents:

- (a) Board Resolution: The unambiguous board resolution approving the closure of the operation of the company from India or the sale/transfer of the company to the transferee entity.
- (b) Instruments/documents effecting such exit: The exit of a company's operations in a country may be due to various reasons and may be caused/ effected through various modes, including liquidation, sale, transfer, merger, acquisition, etc. In all such cases, the concerned grantee shall provide comprehensive documentation effecting such restructuring that results in cessation of operations in India.

#### (vi) Application for Change of Control- Process

Connectivity grantees must submit their request at least 90 days prior to proposed change with the following documents:

| S. No | Document/Particulars                            | Remarks  |
|-------|---|--|
| 1.    | Cover Letter                                    | Providing justification and reference to relevant grounds for 'change in control'  |
| 2.    | Board Resolution                                | Authorizing the proposed change in control and authorizing an officer to submit the application.   |
| 3.    | 'Control' structure (Pre- and Post-Change*)     | Statement of 'control structure' before and after the proposed transaction. To be certified by a Company Secretary.<br><br>*Post-change structure to be submitted after change in control. |
| 4.    | Details of Existing entities exercising control | Names, addresses, control being exercised, shareholding percentage, and DIN/PAN of existing entities.  |

|     |   |  |
|-----|---|--|
| 5.  | Details:Proposed entities exercising control          | Names, incorporation details, corporate profile, and shareholding percentage post-change.  |
| 6.  | Transaction documents                                 | Memorandum of Understanding/Share Purchase Agreement/JV/IBC order etc.   |
| 7.  | Certificate of Compliance issued by Company Secretary | Statement confirming that no other unapproved change in control has occurred and that the company is compliant with all regulatory and contractual obligations.  |
| 8.  | Undertaking from Transferee                           | A sworn affidavit to be submitted by the persons/entity to whom the “Control” is transferred to undertake to discharge all associated obligations.   |
| 9.  | Maintenance/Substitution request of BG                | To be submitted along with the request.  |
| 10. | Details of earlier transfer/change in control         | Applicant along with its request for ‘change in control’ shall also intimate CTU about any previous transfer/change in control undertaken with respect to the subject Connectivity/Connectivity grantee. |

*\*In addition to the above, the Nodal Agency/CTU may also specify certain conditions which shall necessarily be fulfilled by the transferee person/entity.*

#### **(vii) Processing of applications received for change in control**

CTU shall process the applications received for change in control within a period of 60 days of receipt of complete documents from the applicant.

#### **(viii) Indemnification**

The Applicant shall be solely responsible for the authenticity, accuracy, and completeness of all information, documents, and representations furnished to the Nodal Agency in connection with its application for approval of change in control under this Procedure.

The Applicant shall indemnify, defend, and hold harmless the Central Transmission Utility of India Limited (CTUIL), its directors, officers, employees and consultants from and against any and all losses, liabilities, damages, penalties, costs, expenses, or proceedings of whatsoever nature, including legal fees, that may arise directly or indirectly out of or in connection with:

- (a) Change in control of the Connectivity grantee;

- (b) any false, incorrect, misleading, forged, or inaccurate information or document furnished by the Applicant or its authorized representatives with respect to the change in control;
- (c) any material fact or information that has been wilfully suppressed, concealed, or omitted from the application or supporting submissions with respect to the change in control;
- (d) any misrepresentation or non-disclosure that results in the Nodal Agency granting or processing the application based on incorrect premises; or
- (e) any claim, action, or dispute arising from such misinformation, including any third-party claims, regulatory directions, or judicial orders issued as a consequence thereof.

In the event that any approval for change in control has been granted on the basis of false, misleading, or incomplete disclosures, such approval shall be deemed void ab initio, and CTUIL shall have the right to:

- (a) revoke the approval and cancel the Connectivity granted to the Applicant;
- (b) encash all Bank Guarantees furnished under the GNA Regulations; and
- (c) initiate appropriate action including blacklisting and reporting the matter to the Central Electricity Regulatory Commission.

Nothing contained in this Procedure or any approval granted hereunder shall be construed to impose any liability upon CTUIL for having accepted or processed an application based on information or representations provided by the Applicant, whether or not such information was later found to be incorrect, incomplete, or misleading.

#### **(ix) Records and Documentation**

CTU shall maintain a register of all changes or deviations in control approved under this Procedure and submit half-yearly reports to CERC for information.

#### **(x) Review and Revision**

This Procedure may be reviewed periodically by CTUIL in consultation with stakeholders, or as directed by CERC, based on operational experience.

#### **(xi) Annexures / Formats**

Format— Application for Approval of Change in Control.

Format– Declaration of Promoter/Shareholding Pattern.

Format– Undertaking by Applicant for change in control.

### **17. Procedure w.r.t DTL & Bay(s), injection of Infirm Power and drawal of Start-up Power and Interface Energy Meters**

**(i) Voltage Level of Bays and Minimum Current Carrying Capacity of the Dedicated Transmission Line**

The DTL shall be of voltage level matching with the ISTS sub-station voltage at which it is to be connected after allocation of bay.

Unless otherwise indicated at the time of grant of Connectivity, the power carrying capacity of the DTL shall not be less than the capacity indicated below:

| <b>Voltage Level</b>        | <b>Minimum capacity of the Dedicated Transmission Line (per circuit)</b> |
|-----------------------------|--|
| 132kV*                      | 80MW   |
| 220kV or 230kV              | 300MW  |
| 400kV                       | 900MW  |
| 765kV                       | 3500MW   |
| <i>*Note: for NER only.</i> |  |

**(ii) Requirement of D/c or M/c towers and LILO of DTL**

Particulars of the DTL shall be as per Regulations/Detailed Procedure and as per the particulars of in-principle or final-grant of Connectivity, as may be the case.

Provided further that Nodal Agency in coordination with ISTS transmission licensee implementing the ISTS substation shall indicate the requirement of D/c or M/c towers near ISTS sub-station end including sharing of such towers, for optimization of space and Right of Way (RoW). The Connectivity grantee shall comply with the directions of CTU in this regard as may be prescribed in the intimation for in-principle grant of Connectivity or final Grant of Connectivity or at any stage, as may be the case.

Provided further that depending on the topology and transmission system requirement, CTU may plan Loop-in Loop-out (LILO) of DTL of a Connectivity grantee without any cost implications to the Connectivity grantee whose DTL is being used for LILO, for providing the Connectivity to any generating station(s) at terminal bay of an ISTS substation already allocated to another Connectivity grantee or for some other reasons beneficial to system.

Provided that where connectivity is planned through LILO to grant Connectivity to a Connectivity applicant, an agreement shall be duly signed for sharing of DTL and/or terminal bay between the applicants/grantee.

### **(iii) Termination of Transmission lines (including Dedicated Transmission Lines) and Terminal Bay(s) at ISTS Substation**

(a) For 220kV Lines: Considering Right-of-Way near substation for termination of number of 220kV transmission lines (including Dedicated Transmission Lines), the entities shall coordinate among themselves for implementation of 220kV lines through multi circuit tower near the substation entry for about 2-3 kms stretch.

Termination of line from multi-circuit tower to substation gantries shall be done using double-circuit dead-end towers, in coordination with the substation developer/developer(s) of other 220kV lines, if required as per site conditions.

(b) For 400kV Lines: Considering Right-of-Way near substation for termination of number of 400kV transmission lines (including Dedicated Transmission Lines), the entities shall coordinate among themselves for implementation of 400kV lines generally through double circuit tower near the substation entry for about 2-3 kms stretch. Further, in case of site constraints with respect to corridor, 400 kV multi circuit may need to be implemented, if required as per inputs of the developer of the ISTS end substation

As per CEA's Manual on Transmission Planning Criteria, line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 kms.

### **(iv) Regarding Terminal Bay(s) at ISTS Substation**

Scope of terminal bay(s) at ISTS substation shall be governed by the provisions of Regulation 12. Further, if the terminal bay is under the scope of the Grantee, such Grantee upon revocation shall dismantle the bay(s) within 3 months of revocation.

### **(v) Entities under Regulation 17.1(iii) i.e. Distribution Licensee and Bulk Consumer**

For entities under Regulation 17.1(iii) i.e. Distribution Licensee and Bulk Consumer seeking to connect to ISTS directly, with a load of 50MW and above, the dedicated transmission line, terminal bay(s) and any other necessary augmentation for connecting to the ISTS shall be under the scope of the applicant. Such entity may implement the same itself or through a transmission licensee at the entity's cost.

### **(vi) Requirement of S/c line on D/c tower configuration for RE applicants**

In case of requirement of S/c line on D/c tower configuration by RE applicants who are to be granted connectivity through DTL of S/c line, the applicant must inform CTUIL either in the application itself or during discussion in CMETS meeting. Further, for S/c line on D/c tower configuration, the applicant need to submit undertaking to CTUIL.

### **(vii) Change in DTL configuration**

In case of requirement of any change in DTL configuration, the applicant need to submit the request to CTUIL. CTUIL shall review the same & based on the acceptability (considering technical & regulatory aspects), amendment of intimation shall be issued within 30 days.

## **18. Infirm Power / Start-up Power / Interface Energy Meters**

### **(i) Modalities with respect to injection of Infirm Power and drawal of Start-up Power:**

The same shall be governed in terms of the provisions of the GNA Regulations and the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023.

### **(ii) Modalities related to Interface Energy Meters:**

Interface Meters as installed under Regulation 14.1, shall be open for inspection by any person/agency authorized by the CEA or the respective Regional Power Committee or the respective Regional Load Despatch Centre.

## **19. Modalities for Transfer of Connectivity / Name Change of Applicant or Grantee**

The transfer of connectivity shall only be permissible in accordance with express conditions stipulated under Regulation 15 of the GNA Regulations read with other applicable provisions under the Regulations.

The request for transfer of Connectivity shall be submitted by the Connectivity grantee as per FORMAT-CONN-TRANS-APP-3 on NSWS portal, with self-certification of CoD along with the supporting documents [including CoD Certificates, RLDC Trial run completion certificate, CEA energization certificate, copy of NLCT/Ministry of Corporate Affairs Order, as applicable].

Upon consideration, Nodal Agency shall issue the intimation as per FORMAT-CONN-TRANS-INT-3.

### **(i) Utilisation of Connectivity for the purposes of Regulation 15**

“Utilisation” of Connectivity or GNA for the purposes of Regulation 15 shall mean injection or drawal of power without any transfer of Connectivity/GNA. The utilisation (partial or full quantum) shall be allowed for use of:

- (a) Connectivity granted to parent company by its subsidiary companies and vice versa.
- (b) Connectivity granted to a subsidiary company of a Parent company may be utilized by other subsidiary company(ies) of the same Parent Company, and

- (c) GNA granted to a Bulk Consumer may be utilized by its subsidiary(ies) or vice versa.
- (d) The intimation for utilisation of Connectivity shall be submitted by the Connectivity grantee as per FORMAT-CONN-UTILI-APP-4, and Nodal Agency shall issue the acknowledgement as per FORMAT-CONN-UTIL-INT-4.

#### **(ii) Splitting of Connectivity by REGS**

Splitting of connectivity by REGS after CoD of such quantum shall be allowed subject to minimum capacity in accordance with Regulation 4, however, such splitting and its modalities, obligations etc shall be governed by Regulation 15.

#### **(iii) Submission of Undertaking in case of transfer of Connectivity**

The transferee entity shall submit an undertaking to CTU categorically assuming all the regulatory duties and liabilities [including but not limited to payment of pending transmission charges] with respect to the subject Connectivity.

#### **(iv) Request for name change of a Connectivity/GNA grantee by letter/ E-mail:**

A request for change in name of the “Connectivity/GNA grantee” shall be accompanied with the following: -

- (a) Certificate of Incorporation issued by Registrar of Companies.
- (b) Copy of the MoA [Memorandum of Association] and AoA [Articles of Association] of the new entity;
- (c) An Undertaking categorically assuming liability and obligation of the Connectivity/GNA grantee and indemnifying Nodal Agency for the aforesaid, in terms of FORMAT-Undertaking-Name Change.

### **20. Relinquishment of Connectivity**

In case the connectivity granted to an entity is relinquished in full quantum, the additional capacity granted under 5.2 associated with the same connectivity shall also be revoked and the treatment of Conn BGs shall be as per Regulations.

In case of relinquishment of part quantum of connectivity, the additional capacity granted under 5.2 shall not be revoked. However, the injection rights during solar & non solar hours shall be limited to the remaining connectivity quantum.

In case of relinquishment of part quantum of connectivity, entities shall be required to inform the details of corresponding installed capacity to be reduced against the subject connectivity relinquished.

### **21. General Network Access – Modalities of Eligibility, grant etc.**

#### **(i) Eligibility – Minimum eligible quantum, enhancement etc.**

Eligibility for grant of GNA shall be strictly as per Regulation 17 of the CERC GNA Regulations, 2022.

**(ii) Application formats and modalities:**

The details for application for grant of GNA to entities other than STU shall be as under:

- (a) FORMAT-GNA-APP-2: For entities covered under Regulation 17.1 (ii), (iii) and (v) and Regulation 17.1A;
- (b) FORMAT-GNA-CB-APP-3: For entities covered under Regulation 17.1 (iv);
- (c) FORMAT-GNA-APP-4: For entities covered under Regulation 17.2;
- (d) FORMAT-GNA-APP-4: For entities covered under Regulation 17.1(vi)

The information in the application shall be supported by a duly notarized sworn in affidavit by the applicant as per FORMAT-AFFIDAVIT.

In case of multiple applications submitted by a single person/organization, each of the applications shall be supported by a separate sworn in affidavits in original duly notarized.

The application by entities covered under Regulation 17.1 (ii) and (vi) for GNA shall be supported with FORMAT-GNA-INTRA-NOC from the concerned STU in terms of availability of transmission capacity in the Intra-State Transmission System for such quantum and period of GNA.

In case of a bulk consumer which is currently connected to intra state system and seeks to connect directly to ISTS under Regulation 17.1 (iii), then the applicant shall submit the NOC (along with the application) for disconnection from the concerned STU network, from the date of physical interconnection of bulk consumer with ISTS.

Entities covered under Regulation 17.1 (v) may be accounted at regional level rather than individual pooling station for grant of GNA along with drawal quantum for each drawal point to be mentioned during the applications.

**(iii) Sharing under Regulation 17.3**

The principles and procedure for sharing of terminal bay or dedicated transmission infrastructure for a Connectivity grantee shall mutatis mutandis apply for sharing of terminal bay or dedicated transmission infrastructure by an entity or entities under Regulation 17.1(iii);

Provided that an entity covered under Regulation 17.1(iii) shall not be granted GNA through the interconnection at a terminal bay of an ISTS sub-station already allocated to another entity (generator) covered under Regulation 4.1 or at the switchyard of a generating station, if such generator is having dual Connectivity, i.e. Connectivity with inter-State as well as intra-State transmission system.

#### **(iv) Application by Entities other than STU**

Entities shall apply for GNA in a prescribed format indicating bifurcation of GNA within the region and outside the region.

Entities covered under clauses (ii) and (iii) of Regulation 17.1 of these regulations, may apply for GNA indicating bifurcation of GNA within the region and outside the region, from a specified date, for a specified quantum, and for a specified period of more than eleven months.

Provided further that in case the start date sought by the entity has passed at the time of grant of GNA and GNA is proposed to be granted with existing transmission system, CTU shall grant GNA with start date of 30 days from date of issuance of intimation for grant of GNA.

Provided that Regulation 20.4 shall not apply to entities covered under Regulation 17.1(i).

#### **(v) Start date of GNA for augmentation cases in case of Bulk Consumers**

The “augmentation” [within the scope of a bulk consumer] is a necessary part of the grant of GNA. Since, the GNA is entirely for the use of the bulk consumer therefore, a one-time postponement of start date may be permitted in the CMETS meeting after evaluation of necessary “augmentation” [within the scope of a bulk consumer].

## **22. Additional General Network Access – Timelines, Modalities for grant etc.**

### **(i) Grant of Additional GNA – Timelines for submission of applications**

All applications for additional GNA shall be made twice in a financial year (starting from the financial year following the financial year in which these regulations have become effective) by the last day of the month of September and March each year, for additional GNA for the next 3 (three) financial years (with entity-wise segregation) indicating GNA within the region and from outside the region.

The additional GNA quantum to be added in each of the next three financial years, shall be applicable from a specified date(s) of the respective financial year, subject to a maximum of four dates for a year per application.

Illustration:

- (a) State A has 3000 MW GNA for FY 2025-26.
- (b) State A wants to apply for additional GNA of 1000 MW for FY 2026-27 within the region, additional 500 MW for FY 2027-28 outside the region, additional 500 MW for FY 2028-29 outside the region.
- (c) State A can make the application by the end of September 2025 and March 2026. The State A can split the quantum for 4 different dates for each financial year:

- FY 2026-27: 500 MW within region from April 2026, 400 MW from August 2026, 100 MW from September 2026
- FY 2027-28: 200 MW outside region from April 2027, 50 MW from May 2027, 50 MW from June 2027, 200 MW from March 2028
- FY 2028-29: 200 MW outside region from May 2028, 50 MW from September 2028, 50 MW from December 2028, 200 MW from March 2029

It is clarified that GNA once granted including the additional GNA for the next three financial years shall remain perpetual until relinquished in terms of Regulation 22.1(b).

**(ii) Submission of Conn-BGs, Connectivity Agreement and/or GNA Agreement**

For entities covered under Regulation 17.1 applying GNA for injection/drawal into the Indian Grid shall comply with all requirement as applicable to entities covered under IEGC under Regulation 4.1 and furnish Conn-BG-1, Conn-BG-2, Conn-BG-3, as applicable and sign GNA Agreement within 1 (one) month of issue of intimation, failing which the application for GNA shall be closed and application fee shall be forfeited.

**(iii) Further, such an entity shall also sign a Connectivity Agreement under IEGC. Application by Trading Licensees for Cross Border Trade**

For the entities covered under Regulation 17.1(iv) i.e. trading licensees engaged in cross border trade of electricity in terms of applicable CERC Regulations, the application for GNA for drawl from the Indian Grid shall comply with all requirements as applicable to entities under regulation 17.1(iii).

**(iv) Intimation for Grant of Additional GNA to STU**

The Nodal Agency shall grant additional GNA to STU as per FORMAT-GNA-INT-1.

The format for intimation for grant of GNA through existing transmission system to entities other than STU shall be as under:

- (a) FORMAT-GNA-INT-2B: For entities mentioned under Regulation 17.1 (ii), (iii) and (v);
- (b) FORMAT-GNA-INT-CB-3B: For entities mentioned under Regulation 17.1 (iv).

The intimation for grant of GNA shall be issued by the Nodal Agency at the end of the subsequent month in which the application complete in all respects had been received [in case of applications for grant of GNA with the existing system] or within a period of 180 days [in case of grant of GNA with system augmentation].

**(v) Modalities for Grant of additional GNA to STU**

Grant of additional GNA to STU shall be administered in the same process as per the grant of GNA.

**23. Use of GNA by other GNA grantee(s)**

**(i) Use of GNA by other Entities**

The GNA grantee that intends to authorize the use of its GNA by other GNA grantee(s) shall apply to nodal agency as per FORMAT-GNA-TRANS-APP-5 at least 45 days prior to start date of GNA transfer. Following possible transfer cases shall be allowed during transfer of GNA. Requirement of No Objection Certificate (NoC) from concerned STU as per FORMAT-GNA-TRANS-NOC has also been indicated below.

| <i>Transferee</i><br><br><i>Applicant</i> | <b>STU-2</b> | <b>Drawee in STU-1</b> | <b>Drawee in STU-2</b>   | <b>DL/BC/TL<br/>in ISTS</b> |
|---|--------------|------------------------|--------------------------|-----------------------------|
| <b>STU-1</b>                              | No NoC       | No NoC                 | NoC reqd. from STU<br>-2 | No NoC                      |
| <b>Drawee in STU-1</b>                    | No NoC       | NoC reqd. from STU-1   | NoC reqd. from STU<br>-2 | No NoC                      |
| <b>DL/BC in ISTS</b>                      | No NoC       | NoC reqd. from STU-1   | NoC reqd. from STU<br>-2 | No NoC                      |

*DL: Distribution Licensee BC: Bulk Consumer*

*TL: Transmission Licensee*

*The above are illustrative sample cases and are not exhaustive in nature.*

**(ii) Conditions for use of GNA by other Entities within the same region:**

- (a) The precondition for sharing/use of GNA shall be that the transferee must be an existing GNA Grantee.
- (b) The existing GNA Grantee may apply on behalf of the transferee.
- (c) The start date and end date shall be clearly specified which shall not exceed 3 years.

- (d) The existing GNA Grantee may also submit a letter of request/consent of the transferee along with the application for sharing of GNA on mutually agreed terms and conditions.
- (e) In case of an entity which is the transferee embedded with STU, a No Objection Certificate (NOC) is required from the STU. In such cases, the ATC of the State is also taken into consideration while allowing Use of GNA with an entity embedded with STU.
- (f) The grant shall clearly lay down the liability of the original GNA Grantee so that payment liability for transmission charges shall continue to be with the original GNA grantee that authorised its GNA to be used by other GNA grantee(s).

**(iii) Technical Conditions:**

Due to the inherent limitations in the existing transmission system availability especially in the Inter-Regional system, transfer of GNA may be allowed in such a manner that sum of GNA from within the region and sum of GNA from outside the region for all entities located in a region (say NR, WR, ER, SR or NER) before and after the transfer shall remain same for both the entities. Accordingly, transfer of GNA shall be allowed among entities located within a region only.

**Illustrations:** Suppose in Northern Region there are 5 states who have following GNA within the region and outside the region:

| <b>State</b> | <b>GNA within region</b> | <b>GNA from outside the region</b> |
|--------------|--------------------------|------------------------------------|
| <i>A</i>     | <i>8000 MW</i>           | <i>2000 MW</i>                     |
| <i>B</i>     | <i>5000 MW</i>           | <i>3000 MW</i>                     |
| <i>C</i>     | <i>2000 MW</i>           | <i>1000 MW</i>                     |
| <i>D</i>     | <i>4000 MW</i>           | <i>500 MW</i>                      |
| <i>E</i>     | <i>6000 MW</i>           | <i>3000 MW</i>                     |
| <i>Total</i> | <i>25000 MW</i>          | <i>9500 MW</i>                     |

The transfer may be allowed among above States such that after transfer, total Sum within the region shall be 25000 MW and outside the region shall be 9500 MW. This is subject to transmission system availability.

Consent of concerned STU in form of NoC in terms of availability of transmission capacity in Intra-State transmission system for such quantum and period of transfer of GNA shall be furnished along with application when GNA grantee of one STU/state connected

drawee entity intends to authorize the use of its GNA by state connected drawee entity connected to Intra-State transmission system of other STU.

Request letter for transfer of GNA from GNA grantee (transferee) who intends to use transferred GNA shall also be submitted along with each application for transfer.

**(iv) Studies:**

Upon receipt of application, CTU shall carry out system studies to process the applications as per Regulation 21 of the GNA Regulations, 2022 and grant the transfer based on availability of transmission capability.

Intimation regarding the same shall be as per FORMAT-GNA-TRANS-INT-5.

Payment liability for Transmission charges and transmission deviation charges shall be as per Regulation 23.1 of the GNA Regulations, 2022.

**24. Revocation of Connectivity/GNA :**

**(i) Treatment of Installed Capacity and Access Rights**

**i. Installed Capacity Consideration**

While administering revocation of connectivity under Regulation 24.6, CTU shall consider the installed capacity of the project as furnished by the applicant under Regulations 5.2, 5.11, and 9.3.

**ii. Proportionate Revocation of Associated Rights**

Any additional rights accruing from the grant of connectivity under Regulations 5.2, 5.11 (under ROFR period), and source change under Regulation 9.3 shall stand proportionately withdrawn within the connectivity grant upon revocation (corresponding to Solar-Hour Access and Non Solar-Hour Access rights)—whether partial or full—of the connectivity quantum under Regulation 24.6.

## Annexure-I

### List of Parties who have submitted Comments on the Draft Detailed Procedure issued by CTU\*

| Sl. No. | Date of Submission | Company                  |
|---------|--------------------|--------------------------|
| 1.      | 27-11-2025         | Avaada Energy            |
| 2.      | 29-11-2025         | AGEL                     |
| 3.      | 10-12-2025         | AXIS                     |
| 4.      | 11-12-2025         | Avaada Energy            |
| 5.      | 11-12-2025         | Contium Energy           |
| 6.      | 12-12-2025         | AMPIN                    |
| 7.      | 17-12-2025         | Yanara Energy            |
| 8.      | 17-12-2025         | Zelestra Energy          |
| 9.      | 17-12-2025         | Juniper Energy           |
| 10.     | 17-12-2025         | Opwind Energy            |
| 11.     | 17-12-2025         | Reliance Industries Ltd. |
| 12.     | 17-12-2025         | Sekura Energy            |
| 13.     | 17-12-2025         | SRIPL                    |
| 14.     | 17-12-2025         | Statkraft                |
| 15.     | 17-12-2025         | AGEL                     |
| 16.     | 17-12-2025         | HFE                      |
| 17.     | 17-12-2025         | Sembcorp                 |
| 18.     | 18-12-2025         | Juniper Energy           |
| 19.     | 18-12-2025         | ReNew Power              |
| 20.     | 18-12-2025         | Avaada Energy            |
| 21.     | 18-12-2025         | Renew 5                  |

| <b>Sl. No.</b> | <b>Date of Submission</b> | <b>Company</b>                        |
|----------------|---------------------------|---------------------------------------|
| 22.            | 18-12-2025                | Azure                                 |
| 23.            | 19-12-2025                | WIPPA                                 |
| 24.            | 19-12-2025                | CIIP Terra Technologies               |
| 25.            | 19-12-2025                | Vaibhav Kapoor, Member of Public      |
| 26.            | 22-12-2025                | Waaree Energies                       |
| 27.            | 26-12-2025                | Tata Power                            |
| 28.            | 26-12-2025                | Juniper Green Energy                  |
| 29.            | 26-12-2025                | ASHL                                  |
| 30.            | 27-12-2025                | Trilegal                              |
| 31.            | 27-12-2025                | WIPPA                                 |
| 32.            | 27-12-2025                | Yanara Energy                         |
| 33.            | 27-12-2025                | Opera Energy                          |
| 34.            | 27-12-2025                | Opera Energy                          |
| 35.            | 27-12-2025                | Reliance Industries Ltd.              |
| 36.            | 27-12-2025                | SAEL Industries                       |
| 37.            | 27-12-2025                | SAEL Industries                       |
| 38.            | 27-12-2025                | NTPC Green Energy                     |
| 39.            | 27-12-2025                | Aditya Birla                          |
| 40.            | 27-12-2025                | Blue Pine Energy                      |
| 41.            | 27-12-2025                | Contium Group                         |
| 42.            | 27-12-2025                | Arkavolt Green Energy Private Limited |
| 43.            | 28-12-2025                | Suzlon Energy Ltd.                    |
| 44.            | 28-12-2025                | Suzlon                                |

| Sl. No. | Date of Submission | Company                             |
|---------|--------------------|-------------------------------------|
| 45.     | 28-12-2025         | Torrent Power Ltd.                  |
| 46.     | 29-12-2025         | Zelestra Energy                     |
| 47.     | 29-12-2025         | Larsen & Toubro                     |
| 48.     | 29-12-2025         | AGEL                                |
| 49.     | 29-12-2025         | AGEL                                |
| 50.     | 29-12-2025         | InWEA                               |
| 51.     | 30-12-2025         | Avaada Energy                       |
| 52.     | 30.12.2025         | Purvah Green                        |
| 53.     | 01-01-2026         | Opera Energy                        |
| 54.     | 01-01-2026         | Hindustan                           |
| 55.     | 09-01-2026         | HFE_CTUIL                           |
| 56.     | 09-01-2026         | ReNew                               |
| 57.     | 12-01-2026         | Serentica Renewable India Pvt. Ltd. |

*\*The present Detailed Procedure has been formulated after due consideration of all comments, observations and suggestions received from the stakeholders who submitted their responses pursuant to the notification issued by CTU and within the timelines prescribed therein. Further, considering that a number of submissions received from different stakeholders contained overlapping, convergent or thematically similar comments. All such inputs—whether distinct or overlapping—have been duly examined, and the underlying issues, concerns and recommendations have been appropriately considered, wherever consistent with the provisions of the CERC GNA Regulations, 2022.*

(To be stamped in accordance with Stamp Act)

**FORMAT-CONN-BG**

Ref.....

Bank Guarantee/ POI No.....

Date.....

To,

Central Transmission Utility of India Limited 5th to 10th Floor,  
Irrcon International Tower, Tower no-1,  
Plot no -16, Sector-32, Gurugram, Haryana-122001

Dear Sirs,

In consideration of the Central Transmission Utility of India Limited, (hereinafter referred to as the "CTUIL" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having assigned by CERC to process Connectivity and General Network Access applications as per Central Electricity Regulatory Commission (Connectivity and General Network Access to inter-state Transmission System) Regulations, 2022 has issued In-Principle Grant of connectivity vide intimation no. .... dated to M/s..... (Name of APPLICANT) with its Registered/Head office at... (hereinafter referred to as the "APPLICANT" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns).

WHEREAS it has been agreed by the APPLICANT that the said Bank Guarantee (BG) shall be returned or encashed in terms of Procedure for "Connectivity and General Network Access to inter-state Transmission System) Regulations, 2022.

AND WHEREAS as per Central Electricity Regulatory Commission (Connectivity and General Network Access to inter-state Transmission System) Regulations, 2022

APPLICANT is required to furnish a Bank Guarantee) for a sum of Rs. /- (Rupees Only) as a security for fulfilling its commitments to CTUIL as stipulated under Regulation 8 of the aforesaid Regulation.

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

Any such demand made by the CTUIL on the Bank shall be conclusive and binding notwithstanding any difference between the CTUIL and the APPLICANT or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the CTUIL and further agrees that the guarantee herein contained shall continue to be enforceable till the CTUIL discharges this guarantee or till the expiry of tenor (including Claim period) whichever is earlier.

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

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

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. ----- /- (Rupees ----- Only) and it shall remain in force up to and including ..... and shall be extended from time to time for such period (not exceeding ..... year), as may be desired by M/s ..... on whose behalf this guarantee has been given. CTUIL shall be entitled to invoke this guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

Notwithstanding anything contained herewith:

- i. Our liability under this Bank Guarantee shall not exceed Rs 000/- (Rupees Only).
- ii. The Bank Guarantee shall be valid up to ..... And claim period is ----- (minimum 1 year from date of validity of bank guarantee)
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(date of expiry of claim period of Guarantee) in ..... (name and address of branch of Bank in NCR)

Dated this ..... day of ..... 20 ..... at.....

WITNESS

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
  
(Official Address)

.....  
  
(Designation with Bank Stamp)

Attorney as per Power

of Attorney No.....

Date.....

(To be stamped in accordance with Stamp Act)

**FORMAT-LAND-BG**

Ref. ....

Bank Guarantee No.....

Date .....

To

Central Transmission Utility of India Ltd.

5<sup>th</sup> to 10<sup>th</sup> Floor,  
Ircon International Tower, Tower no-1,  
Plot no -16 , Sector-32, Gurugram,  
Haryana-122003

Dear Sirs,

In consideration of the Central Transmission Utility of India Ltd, (hereinafter referred to as the 'CTUIL' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having assigned by CERC to process Connectivity and General Network Access applications as per "Central Electricity Regulatory Commission (Connectivity and General Network Access to inter-state Transmission System) Regulations, 2022 & amendments thereof" hereinafter referred to as "CERC GNA Regulations" and M/s ..... (name of applicant) who has applied for Connectivity with its Registered/Head office at ..... (hereinafter referred to as the "CONNECTIVITY APPLICANT" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)

AND WHEREAS as per CERC GNA Regulation", CONNECTIVITY APPLICANT is required to furnish a Bank Guarantee) for a sum of Rs. ----- /- (Rupees ----- Only) as a security for fulfilling its commitments to CTUIL as stipulated under Regulation 5 of the aforesaid Regulation.

WHEREAS it has been agreed by the CONNECTIVITY applicant that in case of failure to submit stipulated documents as a proof of Ownership or lease rights or land use rights as stipulated in CERC GNA Regulations and in abiding various terms and conditions required as per CERC GNA Regulation on the subject, CTUIL shall have the right to collect at the rate of Rs. 10,00,000/MW (Rupees Ten Lakh only/MW) for total

quantum of connectivity upto 1000 MW and Rs. 100 Cr. Plus Rs. 5.00,000/MW (Rupees Five Lakh only/MW) for quantum of connectivity over and above 1000 MW.

We.....

(Name & Address of the Bank)

having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the CTUIL on demand any and all monies payable by the CONNECTIVITY APPLICANT to the extent of .....as aforesaid at any time upto .....\*\*.....(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the CONNECTIVITY APPLICANT.

Any such demand made by the CTUIL on the Bank shall be conclusive and binding not withstanding any difference between the CTUIL and the APPLICANT or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without prior consent of the CTUIL and further agrees that the guarantee herein contained shall continue to be enforceable till the CTUIL discharges this guarantee or till the expiry of tenor (including Claim period) whichever is earlier.

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

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

APPLICANT and notwithstanding any security or other guarantee the CTUIL may have in relation to the APPLICANT's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. ----- /- (Rupees ----- Only) and it shall remain in force up to and including.....(minimum 1 year from the last date of the month in which application has been submitted) and shall be extended from time to time for such period (not exceeding ..... year), as may be desired by M/s ..... on whose behalf this guarantee has been given. CTUIL shall be entitled to invoke this guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

Notwithstanding anything contained herewith:

- i. Our liability under this Bank Guarantee shall not exceed Rs. ----000/- (Rupees --- Only).
- ii. The Bank Guarantee shall be valid up to (minimum 1 year from the last date of the month in which application has been submitted) ..... and claim period is -----(minimum 1 year from date of validity of bank guarantee)
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (date of expiry of claim period of Guarantee) in ..... (name and address of branch of Bank in NCR)

Dated this ..... day of ..... 20 ..... at.....

WITNESS

.....  
(Signature)

.....  
(Name)

.....

.....  
(Signature)

.....  
(Name)

.....

(Official Address)

(Designation with Bank

Stamp) Attorney as per Power

of Attorney No.....

Date.....

**FORMAT-CONN-CA-5 (Cat-1)**

**CONNECTIVITY AGREEMENT (Cat-1)**

- ***Under Regulation 10.3 of CERC (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022.***

**Between**

**CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED**

**AND**

**PARTY NAME**

This Connectivity Agreement having ref. no. **C/CTUIL/CA/...../** entered into on the ..... day of.....Two Thousand Twenty Four (2024) between **CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED**, a company incorporated under the Companies Act, 2013, having its registered office at Plot No.2, Sector 29, Gurugram, Haryana 122001, India (hereinafter referred to as “**Nodal Agency/CTU**” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part;

AND

**Party Name**, a company incorporated under the Companies Act, 1956/2013, having its registered office..... and correspondence address .....  
....., India (hereinafter referred to as ‘..... or ‘**Connectivity Grantee**’ which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the second part.

**RECITALS**

- A. The present agreement is being signed between Nodal Agency and the .....(Party Name) in terms of Regulation 10.3 of the CERC (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 [hereinafter referred to as "GNA Regulations, 2022"]. The recitals have been framed in accordance with various provisions of the GNA Regulations, 2022”.

B. ....Party Name under Regulation 4/Regulation 17 of GNA Regulations, vide application no. ....dated..... has applied for grant of connectivity /GNA for ....MW.

C. Nodal Agency vide its letter intimation ...dated.....has intimated final grant of connectivity/GNA to .....(Party Name). In pursuance of CTU letter.....ref. no. .... dated....., .....Party Name has submitted the requisite Bank Guarantee to CTU. Copy of Intimation letter and details of BG are annexed under “**Schedule A**” to the present agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. The grant of connectivity/GNA shall be as per CTU intimation ref . no.... dated..... The same is annexed under “**Schedule-A**” to the present agreement.
2. ....Party Name shall enter into Connectivity Agreement (Cat-2) as per FORMAT-CONN-CA-5 (Cat-2) inter-alia containing technical connection details along with any amendments (inclusive of amendments, if any, in future) as issued by CTU and it shall become an integral part of this agreement. Further, Injection of firm power for the connectivity granted under intimation no. ....shall be allowed only after signing of both the agreements viz. FORMAT-CONN-CA-5 (Cat-1) & FORMAT-CONN-CA-5 (Cat-2) by the ....(Party Name).
3. Connectivity grantee shall be eligible to inject infirm power and draw start-up power in terms of Regulation 13 read with Regulation 10.8 of the GNA Regulations, 2022, and in accordance with the provisions of the Grid Code
4. In terms of Regulation 10.7(c) in case of non-payment of transmission charges under Regulation 13 of the Sharing Regulations for more than 3 months from the due date, the same may be recovered by encashing Conn-BG1, Conn-BG2 and Conn-BG3, as required as per provision of Regulation 16.3 of GNA Regulations, 2022.
5. ....(Party Name).. undertakes to comply with the mandate, requirements and obligations under the Electricity Act, 2003, and all applicable CERC/CEA Regulations/Detailed Procedures and amendments thereof or re-enactment, including but not limited to the following:-
  - i) Electricity Act, 2003;
  - ii) CERC (Connectivity and General Network Access to the inter-State transmission System) Regulations, 2022 and corresponding Detailed Procedure for Connectivity and GNA;
  - iii) Central Electricity Regulatory Commission (Sharing of Inter-State

- Transmission Charges and Losses) Regulations, 2020;
- iv) Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023;
- v) Central Electricity Regulatory Commission (Communication System for Inter –State transmission of Electricity) regulations, 2017;
- vi) CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007;
- vii) CEA (Technical Standards for construction of Electrical Plants and Electric Lines) Regulations, 2022;
- viii) CEA (Grid Standard) Regulations, 2010;
- ix) CEA (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulations, 2011;
- x) CEA (Measures relating to Safety and Electricity Supply) Regulations, 2010;
- xi) CEA (Installation and Operation of Meters) Regulations, 2006;
- xii) CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020;
- xiii) CEA (Cyber Security in Power Sector) Guidelines, 2021;
- xiv) CEA (Manual of communication planning in Power System operation), March 2022;
- xv) Directions/Orders of the CERC/APTEL etc. *vis-a-vis* open access and liability emanating arising out of grant of open access.
- xvi) Any other applicable Act / Rules / Guidelines / Standards / Regulations / Procedures etc.

In case of any non-compliance of the above, treatment of the same shall be dealt by the Nodal Agency in terms of the relevant provisions of the law.

## 6. Confidentiality

The .....(Party Name).. shall keep in confidence any information obtained under this Connectivity Agreement and shall not divulge the same to any third party without the prior written consent of the other party, unless such information is;

- a) in the public domain,
- b) already in the possession of the receiving party,
- c) required by the Govt. Ministries/ **RLDC/NLDC**/Agencies/Court of competent jurisdiction.

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

- 7. By signing this agreement .....(Party Name).. has agreed to indemnify and hold the Nodal Agency harmless from and against any and all damages, losses,

liabilities, obligations, penalties, cause of action, claims of any kind (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses"), suffered, incurred or paid, directly, as a result of, in connection with or arising out of and relating to exercise of Nodal Agency's actions pursuant to and in accordance with this agreement.

8. All correspondence/notices required or referred to under this agreement shall be in writing and signed by the respective authorized signatories of the parties mentioned herein, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by email, registered mail/speed post of the department of post with an acknowledgment due to other party(ies) as per authorization by parties.
  
9. This agreement shall be valid from the date of signing of this agreement till the validity of Connectivity, subject to its revision as may be made by the parties to this agreement provided that this agreement may be mutually renewed or replaced by another agreement on such terms as the parties may mutually agree.

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

Witness

**For and on behalf of CTU**  
CENTRAL TRANSMISSION UTILITY OF INDIA LTD.  
CIN:

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

Name:.....                              Name:.....

Designation.....                      Designation.....

For and on behalf of

PARTY NAME

CIN:

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....

**1.CTU letter intimation no.....**

**2. Details of the Bank Guarantee(s) submitted: -**

| <b><u>S.No.</u></b> | <b><u>Bank Guarantee(s)</u></b> | <b><u>BG No. and date</u></b> | <b><u>Amount</u></b> | <b><u>Expiry date</u></b> | <b><u>Claim date</u></b> | <b><u>Bank</u></b> |
|---------------------|---------------------------------|-------------------------------|----------------------|---------------------------|--------------------------|--------------------|
| 1.                  | Conn-BG1                        |                               |                      |                           |                          |                    |
| 2.                  | Conn-BG2                        |                               |                      |                           |                          |                    |
| 3.                  | Conn-BG3                        |                               |                      |                           |                          |                    |

**SCHEDULE "B"**

**Connection Details(intimated by Nodal Agency) / Tentative Technical  
Connection Data(furnished by Grantee)**

**SCHEDULE "C"**

**Intimation for Final Grant of Connectivity**

**FORMAT-GNA (Cat-1)**

**GNA AGREEMENT (Cat-1)**

- ***Under Regulation 22.2 of CERC (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022.***

**Between**

**CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED**

**AND**

**PARTY NAME**

This GNA Agreement having ref. no. **C/CTUIL/[GNA/GNA-RE]/.....** entered into on the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand ..... (20...) between **CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED**, a company incorporated under the Companies Act, 2013, having its registered office at Plot No.2, Sector 29, Gurugram, Haryana 122001, India & correspondence address at Floor No. 5-10, Tower 1, Plot No. 16, IRCON International Tower, Institutional Area, Sector 32, Gurugram, Haryana – 122001, India (hereinafter referred to as “**Nodal Agency/CTU**” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part;

AND

**PARTY NAME**, a company incorporated under the Companies Act, 1956/2013, having its registered office at ..... and correspondence address at ....., India (hereinafter referred to as ‘.....’ or ‘**GNA/GNA-RE Grantee**’ which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the second part.

**RECITALS**

A. The present agreement is being signed between Nodal Agency and the .....(**Party Name**) in terms of Regulation 22.2 of the CERC (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 [hereinafter referred to as "GNA Regulations, 2022"]. The recitals have been framed in accordance with various provisions of the GNA Regulations, 2022”.

B. ....(**Party Name**) under Regulation 17 of GNA Regulations, 2022, vide application no. .... dated .....has applied for grant of GNA/GNA-RE for ..... MW.

C. Nodal Agency vide its letter intimation no. .... dated .....has intimated final grant of GNA/GNA-RE to ....(**Party Name**), in pursuance of which ....(**Party Name**) has submitted the requisite Bank Guarantees to CTU. Copy of Intimation letter and details of BG are annexed under “**Schedule A**” & “**Schedule B**” to the present agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

10. The grant of GNA/GNA-RE shall be as per CTU intimation ref. no. .... dated ..... The same is annexed under “**Schedule-A**” to the present agreement.

11. ....(**Party Name**) shall enter into Connectivity Agreement-IEGC inter-alia containing technical connection details along with any amendments (inclusive of amendments, if any, in future) as issued by CTU and it shall become an integral part of this agreement. Further, drawal of power for the GNA/GNA-RE granted under intimation no. .... dated .....shall be allowed only after signing of both the agreements by the ....(**Party Name**).

12. In terms of Regulation 22.2 (b-i) read with 10.7 (c) of GNA Regulations, 2022, in case of non-payment of transmission charges under Regulation 13 of the Sharing Regulations for more than 3 months from the due date, the same may be recovered by encashing Conn-BG1, Conn-BG2 and Conn-BG3, as required as per provision of Regulation 16.3 of GNA Regulations, 2022.

13. ....(**Party Name**) undertakes to comply with the mandate, requirements and obligations under the Electricity Act, 2003, and all applicable CERC/CEA Regulations/Detailed Procedures and amendments thereof or re-enactment, including but not limited to the following:-

xvii) Electricity Act, 2003;

xviii) CERC (Connectivity and General Network Access to the inter-State

- transmission System) Regulations, 2022 and corresponding Detailed Procedure for Connectivity and GNA;
- xix) Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020;
  - xx) Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023;
  - xxi) Central Electricity Regulatory Commission (Communication System for Inter –State transmission of Electricity) regulations, 2017;
  - xxii) CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007;
  - xxiii) CEA (Technical Standards for construction of Electrical Plants and Electric Lines) Regulations, 2022;
  - xxiv) CEA (Grid Standard) Regulations, 2010;
  - xxv) CEA (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulations, 2011;
  - xxvi) CEA (Measures relating to Safety and Electricity Supply) Regulations, 2023;
  - xxvii) CEA (Installation and Operation of Meters) Regulations, 2006;
  - xxviii) CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020;
  - xxix) CEA (Cyber Security in Power Sector) Guidelines, 2021;
  - xxx) CEA (Manual of communication planning in Power System operation), March 2022;
  - xxxi) Directions/Orders of the CERC/APTEL etc. *vis-a-vis* open access and liability emanating arising out of grant of open access.
  - xxxii) Any other applicable Act / Rules / Guidelines / Standards / Regulations / Procedures etc.

In case of any non-compliance of the above, treatment of the same shall be dealt by the Nodal Agency in terms of the relevant provisions of the law.

#### 14. Confidentiality

The .....(**Party Name**) shall keep in confidence any information obtained under this GNA Agreement and shall not divulge the same to any third party without the prior written consent of the other party, unless such information is;

- d) in the public domain,
- e) already in the possession of the receiving party,

f) required by the Govt. Ministries/ **RLDC/NLDC**/Agencies/Court of competent jurisdiction.

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

15. By signing this agreement .....**(Party Name)** has agreed to indemnify and hold the Nodal Agency harmless from and against any and all damages, losses, liabilities, obligations, penalties, cause of action, claims of any kind (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses"), suffered, incurred or paid, directly, as a result of, in connection with or arising out of and relating to exercise of Nodal Agency's actions pursuant to and in accordance with this agreement.

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

17. This agreement shall be valid from the date of signing of this agreement till the validity of GNA/GNA-RE, subject to its revision as may be made by the parties to this agreement provided that this agreement may be mutually renewed or replaced by another agreement on such terms as the parties may mutually agree.

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

**Witness**

**For and on behalf of CTU**

**CENTRAL TRANSMISSION UTILITY OF INDIA LTD.**

**CIN: U40100HR2020GOI091857**

**Signature :.....**

**Signature:.....**

**Name:.....**

**Name:.....**

**Designation.....**

**Designation.....**

**For and on behalf of**

**PARTY NAME**

**CIN: .....**

**Signature :.....**

**Signature:.....**

**Name:.....**

**Name:.....**

**Designation.....**

**Designation.....**

**SCHEDULE "A"**

1. Copy of CTU letter intimation no. .... dated .....for final grant of GNA/GNA-RE for ..... MW to .....**(Party Name)**.

**SCHEDULE "B"**

**Details of the Bank Guarantee(s) submitted: -**

| <b><u>S.No.</u></b> | <b><u>Bank Guarantee(s)</u></b> | <b><u>BG No. and date</u></b> | <b><u>Amount</u></b> | <b><u>Bank</u></b> |
|---------------------|---------------------------------|-------------------------------|----------------------|--------------------|
| 1.                  | Conn-BG1                        |                               |                      |                    |
| 2.                  | Conn-BG2                        |                               |                      |                    |
| 3.                  | Conn-BG3                        |                               |                      |                    |

**SCHEDULE "C"**

**Connection Details (intimated by Nodal Agency)/ Technical Connection Data  
(furnished by Grantee)**