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GERC/TECH. /2025/ No-1444
Dt. 04.08.2025

To,
The Managing Director
GETCO

Sub.:- Procedure for "Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission/ Distribution System, 2025

Ref:- Your office e-mail dated 29.07.2025

In pursuance to Clause 20 of the GERC (terms and Conditions of Intra-State Open Access) Regulations, 2011, please find enclosed herewith approved Procedure for "Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission/ Distribution System, 2025", as submitted by STU vide above referred e-mail.

Further, in compliance to the Regulation 20 of GERC Open Access Regulations, 2011, STU shall ensure that the enclosed approved Procedure along with consolidated statement of objections/ suggestions of the stakeholders and views of STU thereon, is uploaded on the websites of STU as well as respective Discoms for information of the stakeholders.

STU shall submit a compliance of the above directive at the earliest.

4/8/25

(Ranjeeth Kumar J., IAS)
Secretary
Gujarat Electricity Regulatory Commission
Gandhinagar

Encl.:- As above

CC To,

1. The Chief Engineer,
   Dakshin Gujarat Vij Company Ltd.,
   "Urja Sadan" Nana Varachha Road,
   Kapodara Char Rasta Surat-395
   006

2. The Chief Engineer
   Paschim Gujarat Vij Company Ltd.,
   "Paschim Gujarat Vij Seva Sadan"
   Off. Nana Mava Main Road,
   Laxminagar, Rajkot-360004

3. The Chief Engineer,
   Uttar Gujarat Vij Company Ltd.,
   UGVCL Regd. & Corporate Office,
   Visnagar Road,
   Mehsana -384001

4. The Chief Engineer,
   Madhya Gujarat Vij Company
   Limited., Sardar Patel Vidyut
   Bhavan, Race Course Vadodara -
   395 006

5. The General Manager,
   Torrent Power Limited Ahmedabad
   Sola Road, Naranpura,
   Ahmedabad - 380 013(Gujarat)

6. The General Manager,
   Torrent Power Limited-Surat
   Torrent House, Station Road,
   Surat-395003 (Gujarat)

7. The General Manager,
   Torrent Power Limited-Dahej
   Plot No. Z/21, Phase-1, SEZ, At
   Dahej, Tal Vagra, Dist:, Dahej,
   Gujarat 392130

8. To, General Manager,
   MPSEZ UTILITIES LIMITED
   Adani Corporate House,
   Shantigram, Nr. Vaishno Devi
   Circle, S. G. Highway, Khodiyar,
   Ahmedabad - 382 421

PROCEDURE FOR "GRANT OF CONNECTIVITY TO PROJECTS BASED ON RENEWABLE ENERGY SOURCES TO INTRA-STATE TRANSMISSION / DISTRIBUTION SYSTEM, 2025"

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1. Preamble

This procedure is issued in accordance with Chapter 5, Regulation 20 of the Gujarat Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2011 (hereinafter referred to as "GERC OA Regulations"). The earlier approved Procedure dated 07.01.2023 stands repealed upon approval of this procedure by the Commission.

2. Applicability

2.1. This procedure shall be applicable to the following:

i) Persons/ Applicants covered under Regulation (4) of the GERC Open Access Regulations 2011, GERC Green Energy Open Access Regulations, 2024, and relevant orders issued by the Commission for the projects based on Renewable Energy Sources as applicable from time to time.

ii) This procedure shall be applicable to the concerned agencies such as Gujarat STU, Transmission Licensee(s), Distribution licensees, State Load Dispatch Centre (SLDC), Area Load Despatch Centre (ALDC), GEDA, RE Implementing Agencies (REIA), RE park developer, RE project developer, RE project with / without Energy Storage System (ESS), Standalone ESS etc. in accordance with Government of Gujarat RE Policy – 2023 and amendments if any in thereof.

2.2. Applications for connectivity under this procedure shall be processed as under:

(i) Grant of connectivity under this procedure shall be made applicable for the following category;

a) All persons/ applicants who desire connectivity with the grid upon approval of this procedure by the Commission.

b) Applications pending for connectivity as on date of approval of this procedure by the Commission, shall be processed as per this procedure based on the priority number depicted on Akshay Urja Setu portal and inter-se priority shall be driven as per the connectivity procedure dated 07.01.2023, viz. priority with respect to category of applications and month of application.

Provided that upon approval of this procedure, STU / DISCOMs shall seek clarifications, additional information, documents, confirmation, if any, as required under this procedure, within (15) days from the approval of this procedure, through online portal and email id provided by the applicant. The provisions related to compliance of the same shall be governed in accordance with provisions of Clause 6.3 of this procedure.

All applications shall be submitted through the dedicated "Akshay Urja Setu Portal" (AUSP) which commence from the process of registration with GEDA. Upon successful GEDA registration, the applicant shall be eligible for submission of connectivity application by making requisite online payment towards non-refundable application fees and shall upload all authentic and legible necessary scanned documents as required under this procedure.

Further, applicants are also required to submit physical copies of original documents to GETCO/ STU/ DISCOM concerned within seven working days from the date of submission of online application, failure to this, it shall be considered as non-compliance of provisions of the procedure by the applicant.

Upon successful submission of application, a unique identification number in serial will be generated for each application.

The priority of the connectivity applications shall be maintained through Portal based on the online stamping indicating the date and time of submission of successful application.

3. Address

Communications with STU/DISCOM, as the case may be, under this procedure shall be done at the following address:

The Chief Engineer (STU),
Gujarat Energy Transmission Corporation Limited,

5th Floor, Sardar Patel Vidyut Bhavan, Race Course, Vadodara, Gujarat – 390007.

The Chief Engineer, Dakshin Gujarat Vij Company Ltd., "Urja Sadan" Nana Varachha Road, Kapodara Char Rasta Surat-395 006	The Chief Engineer Paschim Gujarat Vij Company Ltd., "Paschim Gujarat Vij Seva Sadan" Off. Nana Mava Main Road, Laxminagar, Rajkot-360004
The Chief Engineer, Uttar Gujarat Vij Company Ltd., UGVCL Regd. & Corporate Office, Visnagar Road, Mehsana -384001	The Chief Engineer, Madhya Gujarat Vij Company Limited., Sardar Patel Vidyut Bhavan, Race Course Vadodara - 395 006
The General Manager, Torrent Power Limited-Ahmedabad Sola Road, Naranpura, Ahmedabad - 380 013(Gujarat)	The General Manager, Torrent Power Limited-Surat Torrent House, Station Road, Surat-395003 (Gujarat)
The General Manager, Torrent Power Limited-Dahej Plot No. Z/21, Phase-1, SEZ, At Dahej, Tal Vagra, Dist:, Dahej, Gujarat 392130	To, General Manager, MPSEZ UTILITIES LIMITED Adani Corporate House, Shantigram, Nr. Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad - 382 421

4. Eligibility

4.1. Persons/ Applicants covered under Regulation (4) of the GERC OA Regulations and relevant orders issued by the Commission for projects based on Renewable Energy Sources, as applicable from time to time , and RE projects with or without Energy Storage System (ESS), Standalone ESS and undertake to carry out construction and commissioning activities, related to lines, transformers, bus-bars, bays and other equipments at sub-station as the case may be under this procedure, shall be eligible to apply for grant of connectivity under this procedure.

Provided that the prototype WTGs manufacturer shall be eligible for connectivity without any commercial arrangement. Provided further that the prototype WTGs shall be owned by the concerned wind turbine manufacturer and shall not be sold to any party until the model is included in the Revised List of Models and Manufacturers of Wind Turbines (RLMM). Energy generated from such prototype WTGs shall be considered as inadvertent energy until the RE developer executes a commercial arrangement for the said prototype WTG after the model gets listed in RLMM notified by MNRE, GoI.

4.2. The generation capacity which is already connected to Inter-State Transmission System, Intra-State Transmission System or Distribution System and for which connectivity is already granted need not to apply again.

4.3. In the event of augmentation of any existing RE generation capacity, a fresh application for connectivity for an additional generation capacity shall be submitted in accordance with the provisions of this procedure.

4.4. Applicants who have been granted connectivity to State Transmission / Distribution system for the generation projects based on particular renewable energy source(s) may, for the same generation capacity, change to another renewable energy source(s) in part or full as per the requirements of connectivity grantee under intimation to GETCO /STU / DISCOM. In such cases, GETCO/ STU / DISCOM shall incorporate the necessary changes in connection agreement. However, the timeline for completing RE project will not change with such change of RE sources.

4.5. The connectivity once granted, shall not be transferrable to other entity.

Provided that where RE Park Developer (as declared in the application for connectivity) developing the infrastructure facilities for the RE Projects to be established in the RE Park obtains connectivity for evacuation of power from RE projects located in the RE Park, such arrangement between the RE Park Developer and the RE Projects shall not be in breach of the above and the connectivity so taken by the RE Park Developer shall be deemed to be on behalf of the RE Projects also for all intents and purposes. The RE Park Developer shall be required to declare the intent at the time of filing of the application for Connectivity.

Provided further that where under any scheme duly declared in the application for connectivity, the RE Developer develops the RE Projects in aggregate, with Connectivity to the Grid taken by the RE Developer with intent to allocate, transfer and assign individual RE Projects to identified entities, such arrangement between the RE Developer and the RE Projects shall not be in breach of the above and the connectivity so taken by the RE Developer shall also be deemed to be on behalf of the RE Projects also.

In such cases, RE park developer / RE developer / RE projects shall assume full responsibility for fulfillment of all the terms and conditions of the connectivity granted and also payment of transmission and/ or wheeling charges and losses payable for utilization of transmission system and/ or distribution network under Open Access for evacuation of power generated from generating plant to place of consumption as specified in the Order / Regulations of the Commission, read with provisions of GoG RE Policy-2023.

Further, the connectivity grantee shall obtain Developer Permission / Transfer Permission as applicable. RE Park Developer / RE Developer / RE Projects shall avail the open access within the time period specified for completion of evacuation infrastructure and commissioning of full RE capacity as mentioned in the relevant Order of the Commission.

In case of connectivity granted to prototype WTGs manufacturer, the transfer of connectivity will be allowed, once commercial arrangement is in place after the model gets listed in RLMM.

4.6. The purpose of connectivity once granted shall not be allowed to change or modify. However, any RE Park developer / RE Developer / RE Projects having available connectivity with STU / DISCOM grid shall be allowed to apply under the DISCOM RE bid / RE power supply to DISCOM before or after commissioning of the RE projects.

5. Application for Connectivity

5.1 GETCO shall publish and update two lists of substation on its website on 3rd day of every calendar month at 11:00 AM, based on available margin in the upstream/ downstream network comprising of substations / clusters of substations with;

(i) Indicative capacity in terms of MW available for RE connectivity with name of substation and geographical coordinates
(a) with existing infrastructure as well as planned substations to be commissioned within six months and
(b) additional capacity feasible with approved system augmentation along with the tentative timeline.

(ii) List of planned substations with month/year of commercial operationalization in (a) existing RE potential areas and (b) potential RE area(s) identified by the Committee constituted by EPD, GoG vide resolution dated 14.06.2024.

5.2 In case, applicant desires to apply for substation/potential area which is not available in list (i) and (ii), applicant may specify the location where connectivity is desired specifying village / taluka.

5.3 Applicant shall be allowed to select any three (3) locations in order of preference from 5.1 above per application to be submitted from the 5th day of the month at 11:00 AM onwards i.e. 2 days after publishing of list of substation as per Clause 5.1 above.

5.4 Applications for grant of connectivity to Intra-State transmission network / Distribution network as the case may be shall be made as per the application form as per Format-2 of this procedure duly signed by authorized person of applicant.

5.5 Applications for grant of connectivity to Intra-State transmission network / Distribution network as the case may be by standalone ESS shall be dealt in accordance with the provisions of Orders / Regulations of the Commission and / or PPA with DISCOM.

5.6 RE Park Developer / RE Developer / RE Projects shall apply for grant of Grid Connectivity to the STU / DISCOM as case may be for the quantum equal to the installed capacity of the generating station. Provided that if such applicant is a hybrid RE project with or without ESS, it may apply for grant of grid connectivity at least for the quantum equal to the installed capacity of the wind or solar or ESS capacity, whichever is higher...

5.7 Documents to be submitted along with the Application:

(i) Notarized affidavit as per Format-1;

(ii) Application (as per Format-2) shall be accompanied by a non-refundable connectivity fees, payable through payment gateway, as per Clause 5 & 7 of OA Regulations, 2011 as amended from time to time plus applicable taxes;

(iii) Applicant shall provide Security Bank Guarantee (SBG) as per prevailing Regulations or as specified by the Commission in relevant orders, as applicable time to time;

(iv) For applications made under Clause 5.1 (ii), applicant has to submit Associated Transmission System Bank Guarantee (ATS BG) for an amount of Rs. 20 lakh / MW along with application;

(v) In case of application for RE supply to DISCOM category;

Copy of the Letter of Award (LOA) / LOI / PPA with DISCOM or Renewable Energy Implementing Agency (REIA) as notified by the Government or a distribution licensee or an authorized agency on behalf of distribution licensee;

(vi) In case of applicants other than RE supply to DISCOM category;

Proof of Ownership, or a Registered Sale Deed or a Registered Lease Agreement with a minimum tenure of 25 years for at least 50% of the land area required for the capacity for which connectivity is applied for along with a notarized undertaking as per FORMAT-6 attached with this procedure. In case of multiple applications on

the same survey number, project wise electrical demarcation shall be submitted.

Alternatively, applicant can submit Land Bank Guarantee (Land BG) for an amount of Rs.10 Lakh/MW for applied capacity in lieu of the land documents at the time of application. The validity of the Land BG shall be for the timelines as specified in respective Order of the Commission. Upon submission of requisite land documents, as specified here above, or upon successful commissioning of the entire capacity of RE project within the specified timeline in accordance with Clause 7.15 of this procedure, STU / DISCOM shall return the Land BG within 30 days.

Provided that scanned copy of all above documents shall be uploaded by applicant on portal along with physical submission to STU / DISCOM within 7 working days of submission of online application.

6. Processing of application for grant of Connectivity

6.1. The processing of applications for Connectivity shall be in accordance with Regulation (4), (5) and (6) of the GERC Open Access Regulations 2011 and GERC (Terms and Condition for Green Energy Open Access) Regulations, 2024.

6.2. STU / DISCOMs while processing the application for connectivity may issue deficiency letter seeking clarifications, additional information, confirmation by 15th day of the month, as may be required in writing through online portal/email id provided by the applicant.

6.3. The compliance to the queries/deficiency shall be submitted within seven (07) working days. Based on such clarification, decision of STU / DISCOMs regarding grant of connectivity or otherwise shall be final. In case of any dispute, Clause 14 of this procedure shall be applicable.

6.4. In case of non-submission of documents listed as per Clause 5.7 above, the application for connectivity shall be rejected and closed.

7. Grant of Connectivity

7.1. Upon receipt of the application for grant of Connectivity, necessary study shall be carried out by STU in consultation with DISCOMs to check about feasibility of connectivity demanded from the available margin in the upstream/ downstream network including cluster of substations.

7.2. All applications received during the month shall be processed for verification of documents related to Bank Guarantees (BGs), land documents and technical feasibility etc.

By the last day of following month of application month, the successful applicants shall be informed regarding "Grant of Connectivity" if the capacity as per application is feasible. In case of partial capacity is feasible, STU / DISCOM, as the case may be, shall reserve such available capacity at respective substation / cluster and the applicant shall be asked for his confirmation to avail connectivity with partial capacity or full capacity as per application with appropriate strengthening scheme. If applicant desires to avail partial capacity, he shall submit his confirmation within seven working days, following which connectivity shall accordingly be granted within next seven working days. In case of denial to avail partial capacity by the applicant, the application will be dealt as per Clause 7.3 below and the reserved capacity at respective substation/cluster shall be made available in the subsequent month. In case of availing partial capacity, applicant may opt to submit appropriate revised BGs for the granted capacity. On receipt of revised BGs, STU / DISCOM, as the case may be, shall return earlier submitted BGs within 30 days.

7.3. In case of capacity is not-feasible at any of the substation preferred by applicant, STU / DISCOM, as the case may be, shall intimate the non-feasibility to the applicant by the last day of the following month.

Further, STU / DISCOM as case may be shall, within 60 days from the last day of the month in which application is received, grant provisional connectivity for 5.1(i) and (ii): (a) with system strengthening at the preferred location, if possible or (b) at a new proposed substation along with tentative timeline by when transmission system shall be made available.

The applicant shall confirm the acceptance to avail connectivity as above and submit Bank Guarantee towards Associated Transmission System (ATS BG) for an amount of Rs. 20 lakh / MW within 30 days from the date of communication from STU / DISCOM as case may be as above, failing which the application shall be closed and SBG & Land BG, if applicable shall be returned within 30 days. Upon receipt of confirmation along with ATS BG from the applicant for the above arrangement, STU / DISCOM shall grant the connectivity.

7.4. The priority for grant of connectivity to applications received during the same calendar month shall be given to applicants who have been awarded LOI/LOA or have signed PPA with distribution licensee\s within the State over other applicants. The inter-se priority for applicants shall be based on the date and time of receipt of complete application on the portal.

7.5. The priority for grant of connectivity to applications received during the same calendar month shall be given to the applicants who have submitted Land documents over the other applicants with land BG provision. The inter-se priority for applicants shall be based on the date and time of receipt of complete application on the portal.

7.6. For application made as per Clause 5.2 above;

Upon receipt of the application(s) for grant of Connectivity, the list of all application(s) shall be placed before the Committee constituted by Energy & Petrochemicals Department vide resolution dated 14.06.2024.

In the event, the area where connectivity is sought is identified by the Committee as a RE potential area, STU shall, subject to techno commercial feasibility and receipt of application(s) for 50% capacity of required associated transmission system, carry out system study and plan the scheme for development of transmission system

STU / DISCOM, as the case may be, shall within 180 days from the last day of the month in which application is received, intimate the applicant about feasibility / non-feasibility. If application is found feasible for connectivity, STU / DISCOM shall inform the applicant about provisional connectivity along with required transmission system and tentative timeline by when transmission system shall be made available.

The applicant(s) shall confirm the acceptance to avail connectivity in RE potential area(s) with strengthening of transmission system. and submit ATS BG within 30 days, failing which the application shall be closed and SBG & Land BG, if applicable shall be returned within 30 days.

Provided further that if the connectivity in RE potential area is granted for more than one applicant based on planed transmission scheme, in that case all such applicants are required to submit ATS BG within 30 days. If any of the applicant(s) fails to submit ATS BG within the stipulated time, then STU will continue with the grant of connectivity only if the criteria about 50% of planned transmission capacity is met by the remaining applicants(s) who have submitted ATS BG. Upon receipt of confirmation from the applicant(s) for the above arrangement, STU / DISCOM, as the case may be, shall grant connectivity.

7.7. The ATS BG shall be valid for a period up to minimum 6 months from the anticipated completion date for strengthening of Associated Transmission System or time specified in the Regulations/Order for execution of RE project whichever is later.

If anticipated completion of Associated Transmission System is extended for what so ever reasons, the connectivity grantee shall extend all applicable BGs one month prior to expiry of applicable BGs, for a minimum period of six months from revised anticipated completion time of ATS.

In the event the applicant fails to extend the validity of all applicable Bank Guarantees within the stipulated timeframe, the connectivity granted shall stand cancelled and ATS BG, SBG and Land BG (if applicable), shall be encashed.

The connectivity grantee shall plan the commissioning of RE project matching with the timeline of ATS and shall commission entire granted RE capacity within a period of 12 months from the date of commissioning of ATS.

7.8. STU shall review the progress of the planned system strengthening every six months and if required, the Connectivity grantee shall amend the ATS BG, SBG, Land BG (if applicable) validity period accordingly.

In case of non-commissioning of entire RE capacity within timeline as specified in Clause 7.15, the balance connectivity quantum shall be revoked and all applicable BGs proportionate to noncommissioned RE capacity shall be encashed.

Provided that in case of DISCOM Bid, the timeline for commissioning the full capacity shall be in accordance with the Power Purchase Agreement (PPA).

7.9. STU / DISCOM as case may be shall intimate to the Connectivity grantee

a) Name of the Sub-station where Connectivity is granted.

b) The voltage level for the purpose of Connectivity of the Dedicated Transmission Line to the Intra-State substation line bay.

7.10. The power carrying capacity of the Dedicated Transmission Line shall be as below:

Sr No.	Voltage Level	Minimum Capacity of the Dedicated Transmission Line (per circuit)
1	11 kV	4 MW
2	66kV	50 MW
3	132kV	80 MW
4	220kV	300 MW
5	400kV	900 MW

7.11. The connectivity granted under this procedure can also be utilized for Inter-State sell of power.

7.12. The STU/ Transmission Licensee / DISCOM as case may be shall issue the requisite estimate for the work like Bay construction and/ or other works required to carry out at connectivity substation to the connectivity grantee within 30 days of issuance of connectivity grant letter. The connectivity grantee shall pay the estimate within 30 days and sign the agreement for connectivity to transmission system / distribution system as case may be in accordance with Clause 6 (4) of the GERC Open Access Regulations, 2011 as amended from time to time. The full process shall be completed within 65 days from the date of issuance of intimation of grant of connectivity. In case of non-signing of connection agreement within 65 days, seven working day notice shall be issued by STU / DISCOM as case may be for signing of the connection agreement. In case of

failure in signing of connection agreement within seven working days, connectivity shall stand revoked and cancelled and SBG, Land BG & ATS BG shall be encashed.

7.13. In case of rejection of application by STU / DISCOM in view of inadequacy / deficiency in documents or withdrawal of application by applicant before grant of connectivity, all applicable BGs, shall be returned within 30 days

7.14. The Agreement for Connectivity to Transmission / Distribution system shall inter-alia include as may be applicable:

(i) Details of Intra-State sub-station.

(ii) Scheduled / Tentative date of commercial operation of the Intra-State sub-station, if available.

(iii) Scheduled date of commercial operation of the unit wise renewable energy generating station(s), generator pooling station and Dedicated Transmission Line.

(iv) Undertaking to make best efforts for maximum utilization of the bay(s) for dedicated transmission / distribution infrastructure.

7.15. In case of DISCOM bid and REIA, connectivity grantee shall complete their project including evacuation line, bays, metering arrangement, etc. in accordance with PPA.

In case of other connectivity grantees, project shall be completed in accordance with timeline specified by the Commission in respective Order. Further, in case of connectivity grantee with ATS, timeline will be governed as per the connectivity granted by STU / DISCOM, as the case may be, as mentioned in Clause 7.7.

The connectivity grantee shall commission at least 10% of the allotted capacity within one month of charging of evacuation line, failing which; the connectivity grantee shall be liable to pay long-term Transmission / Wheeling Charges for 10% of allotted capacity till such 10% of allotted capacity is commissioned. Balance 90% capacity shall be required to be commissioned within the timeline specified in Orders by the Commission from time to time.

After expiry of timeline as specified above, connectivity for the un-commissioned capacity shall stand revoked and all applicable BGs shall be encashed proportionately.

The applicable Bank Guarantees shall be returned only after commissioning of entire capacity of the RE project in accordance with the relevant GERC order amendment time to time / PPA with DISCOMs/REIA as applicable, within 30 days.

8. Monitoring of Renewable Projects upon grant of Connectivity

Connectivity grantee shall furnish updated progress report of the monitoring parameters on quarterly basis as per FORMAT-3 attached with this procedure within 15 days of end of the quarter. Failure to update progress of the monitoring parameters shall be considered as adverse progress and in such cases, STU / DISCOM as case may be shall take appropriate actions with the approval of the Commission.

8.1.1. Connectivity grantees shall be required to complete the RE project including evacuation line, associated bays, metering scheme, etc. within timeline as specified at Clause 7.15 above.

8.1.2. The connectivity grantee shall commission the project as specified at Clause 7.15, failing which STU / DISCOM as case may be shall cancel the un-commissioned capacity and the developer shall have no claim on such capacity and subsequent applicant shall be allowed to use the dedicated transmission / distribution line(s) and bays of the grantee on sharing basis for optimization of transmission / distribution infrastructure. Further, STU shall include such cancelled capacity in the list of spare capacity for RE integration to be published on their website for prospective consumers or as per the Commission's Order, if any.

RE Park Developers shall develop and commission the park/project as per the stipulated timeframe provided in the Tariff Orders of the Commission, Govt. Policy and PPA.

If the Connectivity Grantee fails to commission the entire allocated evacuation system along with bays and metering system within stipulated time-period due to unforeseen reasons, they may approach to the Commission seeking for extension of time period.

8.1.3. Transmission Licensee shall make every reasonable effort to complete the transmission infrastructure within the timeframe specified on the official website.

However, in the event of a delay, STU/GETCO/Transmission licensee/DISCOM as case may be shall not be held liable for any claims, including but not limited to deemed generation, liquidated damages, termination of the Power Purchase Agreement (PPA), or any other similar issues arising due to such delay.

If the Transmission Licensee fails to complete the committed transmission infrastructure within the specified timeframe due to unforeseen reasons/ force majeure, they shall approach to the Commission seeking for extension of time period.

8.2. Connectivity grantee shall submit report to ascertain compliance with Central Electricity Authority (Technical Standard for Connectivity to the Grid), 2007 and amendments thereof along with required simulation models to SLDC at least three months prior to physical connectivity with the Grid.

8.3. The Connectivity grantee shall furnish certificate issued by Chief Electrical Inspector (CEI) as per Regulation 43 of the CEA (Measures relating to Safety and Electric Supply) Regulations, 2023, as amended from time to time, for the dedicated transmission line(s) and generator pooling station(s) within 10 days of receipt of the same from CEI.

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

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

STU may allow use of spare feeder bays of Transmission Licensee on temporary basis with payment of charges as specified by STU till the creation of its own bay / non-requirement by Transmission Licensee / Completion of Project within stipulated timeline.

The STU shall publish the details of spare bays along with the applicable usage charges on its website.

9. Technical and other requirements for Dedicated Transmission / Distribution Infrastructure

9.1. To ensure safe and secure operation of the grid, the Connectivity Grantee shall follow the Regulations viz.:

I. Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 and amendments thereof.
II. Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2023 and amendments thereof.
III. CEA Manual on Transmission Planning Criteria, 2023 and other applicable regulations and amendments thereof.
IV. Central Electricity Authority (Technical Standard for Connectivity to the Grid), 2007 and amendments thereof.
V. Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020 and amendments thereof.
VI. Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023 and amendments thereof.
VII. Central Electricity Authority (Cyber Security in Power Sector) Guidelines, 2021.
VIII. Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and amendments thereof.
IX. Central Electricity Regulatory Commission (Furnishing of Technical Details by the Generating Companies) Regulations, 2009.
X. Gujarat Electricity Regulatory Commission (Terms and Conditions of Green Energy Open Access) Regulations, 2024
XI. Gujarat Electricity Grid Code-2013 and amendments thereof.
XII. Gujarat Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2011 and amendments thereof.
XIII. Orders / Regulations issued by the Commission for projects based on Renewable Energy Sources and their amendments from time to time.

The Connectivity Grantee shall submit self-certification (as per Format – 7) for duly complying the above regulations/orders/rules before First Time Charging of the Project.

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

9.2.1. **Dedicated Transmission Line (DTL):**

i. The Dedicated Transmission Line shall be of voltage class matching with the Intra-State sub-station voltage at which it is to be connected after allocation of bay.

ii. The power transfer capability (MW) of the Dedicated Transmission Line from the generator pooling station of the renewable energy generating station to the Intra-State sub-station shall not be less than the quantum as per this Procedure OR as specified by STU / DISCOM in the intimation for grant of connectivity.

iii. STU / DISCOM shall indicate the requirement of D/c or M/c towers near Intra-State sub-station end including sharing of such towers, for optimization of space /Right of Use (RoU). The developers of renewable energy generating stations shall comply with the directions of STU / DISCOM in this regard.

iv. Depending on the topology, STU may plan the Connectivity of renewable energy generating stations through loop-in and loop-out (LILO) of the Dedicated Transmission Line for injection of power as well as reliable grid operation for Intra-State purpose.

9.2.2. **Dedicated Distribution Line (DDL):**

i. The Dedicated Distribution Line shall be of voltage class commensuration with the voltage level of Distribution Network as specified in the Supply Code 2015 as amended from time to time.

ii. The power transfer capability (MW) of the Dedicated Distribution Line from the generator to respective GETCO / Licensee Substation shall not be less than the quantum as per this Procedure OR as specified by DISCOM in the intimation for grant of connectivity.

iii. DISCOM shall indicate the requirement of Dedicated Distribution line, for optimization of carrying capacity/Right of Use (RoU). The developers of renewable energy generating stations shall comply with the directions of STU / DISCOMs in this regard failing which shall be considered as non-compliance of the procedure.

9.2.3. **Pooling Station of the renewable energy generating stations:**

i. The planned capacity of the generator pooling station (i.e bus-bar of the voltage class at which connectivity is granted and associated line bay equipment) shall be not less than the capacity of the Dedicated Transmission Line required to be provided as per the grant of Connectivity. Also, space provision for at least one no. of feeder bay in switch yard and control room shall be kept for future use/optimization resources, if required.

ii. The Dedicated Transmission Line shall be terminated at the high voltage side of the generator pooling station. The bus switching scheme should be in line with the requirements specified in the CEA Manual on Transmission Planning Criteria, 2023 as amended from time to time.

iii. The total capacity of the power transformers of the generator pooling station and the rating of associated equipment like Circuit Breaker, Current Transformer, Capacitive Voltage Transformer, bus duct etc. shall not be less than the granted connectivity capacity planned capacity of the generator pooling station in case the entire power from the renewable energy generating station is being aggregated at the lower voltage side of the generator pooling station.

iv. Short circuit rating and line bay rating of the generator pooling station may be finalized by project developer in consultation with STU / DISCOM, if required.

9.3. All relevant Government norms, Rules and Notification shall be complied by the connectivity grantee.

10. Application for Additional Quantum (Enhancement) of Connectivity

10.1. Connectivity grantee may apply for additional quantum of Connectivity in its dedicated transmission / distribution line and associated bay with fresh application.

10.2. The application for enhancement shall be processed by STU / DISCOM as per this Procedure for grant of Connectivity.

10.3. STU / DISCOM shall consider the capacity of Dedicated Transmission / Distribution Line and associated bay while granting the enhancement of Connectivity. In case dedicated transmission / distribution line or bay is not capable to handle additional capacity, STU / DISCOM may grant enhancement subject to required capacity addition of dedicated infrastructure by applicant.

11. Sharing of Connectivity Infrastructure and Dedicated Transmission / Distribution line

11.1. The developer(s) of renewable energy generating station(s) shall develop the Dedicated Transmission / Distribution Line of power evacuation capacity as specified in Clause 7.10 of this procedure irrespective of the quantum of Connectivity applied for, or as specifically conveyed by STU / DISCOM during grant of Connectivity. In case the developer of renewable energy generating station is not able to fully utilize the Dedicated Transmission / Distribution Line and bay(s), it shall share the same with other RE developer(s) or renewable energy generating station(s) with a view to ensuring optimum utilization of the transmission / distribution system.

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

For optimizing the dedicated transmission infrastructure, the connectivity grantees shall also share pooling station infrastructure including transformers and associated infrastructure. Appropriate SEMs shall be installed for energy accounting.

11.2. A person/ applicant may apply for Connectivity at the bay already allocated to another Connectivity grantee along with an agreement duly signed between the person/ applicant and the Connectivity grantee for sharing the Dedicated Transmission / Distribution Line. The Connectivity shall be granted to such person/ applicant subject to availability of capacity in the Dedicated Transmission / Distribution Line.

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

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

11.5. In order to optimize the resources, Lead Generator shall have to allow sharing of its infrastructure to subsequent Connectivity Grantee to the extent of balance capacity.

12. Utilization of pooling station of Connectivity Grantee

12.1. The Connectivity grantee shall require update the status/ utilization of the dedicated transmission infrastructure as per FORMAT-4 of this procedure by 30th day of June and 31st day of December of each year.

12.2. STU / DISCOM as case may be shall monitor the utilization of the dedicated transmission infrastructure. In case STU finds that the dedicated transmission infrastructure remains under-utilized, it may seek an explanation from Connectivity grantee. Such Connectivity grantee shall explain the reasons through an affidavit duly signed by its authorized representative within 30 days of issue of such notice. If STU / DISCOM is of the view that the spare capacity is not being put to use without reasonable justification, and it is resulting in denial of opportunity to other renewable energy

generating stations, the matter shall be brought to the notice of the Commission for directions with regard to the utilization of the available spare capacity.

13. Coordination

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

14. Dispute Resolution Mechanism

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

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

****

FORMAT-1 Affidavit

(On Non Judicial Stamp paper Rs.300)

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

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

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

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

I submit that all the details given in the enclosed application in Format - 2 for grant of Connectivity along with necessary documents are true and correct, in accordance with the GERC approved Procedure / applicable Regulation(s) / Order(s) and nothing material has been concealed thereof.

(Signature)

Name of the Applicant

(To be duly attested by Notary)

Encl.:- FORMAT 2 for Connectivity application

FORMAT-2

RE Connectivity Application

1 **Name the Applicant**

2 **Address for Correspondence**

3 **Contact Details**

Name of Contact

Person Designation

Phone No.(Mobile)

E-Mail

4.A : Nature of the Connectivity

/RE Developer / RE Park Developer /RE Project/any other

4.B : Purpose of the Connectivity

1. DISCOMs Bid
2. Others (REIA Bid / Captive / Third party / Prototype)

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

(Wind/Solar/Wind-solar hybrid/with or without ESS / Standalone ESS/ hydel/ MSW etc.)

6 **Name of 400/220/132/66 kV GETCO/ Transmission Licensee sub- station where connectivity is required under Clause 5.1 / Clause 5.2 (To be ticked):**

Name of GETCO/ Transmission Licensee-S/s:

Nearest Village / Town:

District:

State:

Co-ordinates of the Substation:

Voltage level:

Nos. of ckt:

7 **Location of the Generating Station**

Nearest Village / Town:

District:

8 **Details of Payment Done.**

Amount in Rs:

Payment date:

Payment receipt/ e-transaction No.:

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

Authorized Signatory of Applicant

FORMAT-3 Status report by the RE project of connectivity grantee

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

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

10	Award and Details of Generator pooling station of Connectivity Grantee	(i) Planned capacity (ii) Voltages, MVA Capacity, No. & Rating of Transformers (iii) EHV Switchyard configuration, bay(s) and status (iv) Low Voltage switchgear configuration, no. of sections, no. of bay(s) in each section and status
11.	Tendering and Details of Renewable Generating station of Connectivity Grantee	Planned capacity Details of contract/contract packages Date of Award of EPC contract Progress of generating station Expected date of Commissioning

FORMAT-4 Utilization and Sharing Status of Dedicated Transmission Infrastructure

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

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

FORMAT-5 Model Agreement

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

Model Agreement

This Model Agreement (hereinafter referred to as the "Agreement") has been made effective at ..... (Place) ..... and is effective from this .....day of .....20.....

.

BETWEEN:

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

AND

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

AND

AND

M/s ..... (Name of the Company) , a company registered under the Indian
Companies Act, (.....) having its registered office at (Address of the Company) ..... , (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the nth PART;
The parties referred to above shall individually be referred to as a "Party" and collectively as "Parties".

WHEREAS

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

Name of capacity	Type of generator	Installed

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

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

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

(d) The Parties also agree to develop a common sub-transmission, transmission and evacuation network in relation to the 'Group of Projects' to be ultimately connected to the STU grid sub-station in the InSTS network.

(e) The Parties also agree that they shall share all the expenditure that may be incurred in developing the common network, infrastructure, any fee/charges that may be involved in taking the connectivity/LTA and/or fulfilling any statutory or any other requirement whatsoever may be experienced towards development of the 'Group of Projects'.(generators to decide the modalities of sharing the expenditure).

(f) The Parties also agree that once the 'Group of Projects' is in part/full ready and operational, they shall co-operate and take all necessary steps in operating the 'Group of Projects' and shall also share all the expenditure that may be incurred towards operation of the 'Group of Projects'.(generators to decide the modalities of sharing the expenditure).

NOW, THEREFORE in consideration of the premises and covenants hereinafter set forth, the Parties hereby agree as follows:
(All terms and conditions of this agreement shall be decided mutually between the Lead Generator and other generators in accordance with the Electricity Act, 2003 and Regulations of the Commission as amended from time to time)

DEFINTION AND INTERPRETATION

A. Applicable law: means any Indian statute, law, regulation, ordinance, rule, judgment, order, clearance, approval, directive, guideline, policy, requirement, including Government Approvals, or determination by, or any interpretation or administration of any of the foregoing by any statutory or regulatory authority in India and in each case as amended from time to time.

B. "Agreement" means this agreement and any Appendices or amendments thereto which are agreed in writing between the Parties and made a part hereof.

C. "Appendix" means any attachment or annexure to the Agreement which is agreed in writing by all Parties and made a part hereof.

D. "Confidential Information" shall have the meaning ascribed to it in Clause 7 of the Agreement.

E. Group of Projects" means the Group of Projects as defined in the first Recital hereto.

F. "Insolvent" means, in relation to an entity.

(a) being insolvent or under administration:

(b) having a controller appointed by a tribunal or a court of competent jurisdiction,acting within its jurisdiction;

(c) being in receivership and management, liquidation, in provisional liquidation, under administration, wound up, subject (except to any internal reconstruction or amalgamation) to any arrangement, assignment or composition; or

(d) being declared by a tribunal or any other competent court, acting within its jurisdiction, to have become otherwise unable to pay its debts when they fall due.

G. "Party" means a party to the Agreement

H. "Term" shall have the meaning contained in clause 1.2 of the Agreement.

Interpretation

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

b. Words importing the singular shall include the plural and vice versa.

c. References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.

d. References to persons shall include bodies corporate, unincorporated associations, partnerships and any organization or entity having legal capacity;

e. Headings to clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;

f. References to recitals, clauses, or annexes are, unless the context otherwise require, to recitals to, or clauses of or annexes to this Agreement;

g. References to the words "include" or including" shall be construed as being suffixed by the words "without limitation";

h. Any reference to time shall be taken to be a reference to Indian Standard Time;

i. Terms defined in the Appendix hereto shall have the meanings ascribed thereto in the Appendix when used elsewhere in this Agreement;

j. Appendix to this Agreement form an integral part of this Agreement and will be of full force and effect as if these were expressly set out in the body of this Agreement;

k. Any reference to any agreement, deed, instrument, license, code or other document of any description shall be construed at the particular time, as a reference to that agreement, deed, instrument, license, code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;

l. The terms used but not defined herein shall have the same meaning as assigned to them under the Agreement;

m. The terms "hereof, "herein", "hereby", "hereto" and derivative or similar words refer to this entire agreement or specified clauses of this Agreement, as the case may be;

n. Provisions including the word agree', "agrees" or "agreement" require the agreement to be recorded in writing;

o. No rule of construction applies to the disadvantage of one Party on the basis that the Party put forward or drafted this Agreement or any provision in it;

p. Time is of the essence in the performance of the Agreement of the Parties' respective obligations. If the time period specified under this Agreement is extended, such extended time shall also form part of the Agreement;

1. Appointment and terms of Appointment

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

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

2. Scope

2.1. The Parties hereby jointly agree to appoint M/s ..... (Name of Generator) the lead generator on their behalf and pursuant thereto authorize M/s .... in its capacity as a lead generator to act and further undertake on their behalf all operational and commercial responsibilities in respect of seeking connection at a single connection point at the.....
.....(Name of sub-station). sub-station of the .....(Name of Transmission Licensee), in the state of
.....(Name of the State) (hereinafter referred to as the Grid) for injection of power generated from an installed capacity of (Capacity..... .....in MW) at any point of time into the Grid.

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

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

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

3. **Responsibilities of the Parties:**

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

3.2. The Parties hereto shall carry out any/all such activities which are ancillary and or supplementary in order to give effect to the Scope of Work as stated in Clause 2.

4. Joint management and Role of Lead Generator:

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

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

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

4.4. ..... (Name of Lead Generator) ..... shall act as the Lead Generator, subject to the authority of the Management

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

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

5. Termination:

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

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

(b) Either Party fails to fulfill its obligations under this Agreement, and does not rectify the same within ninety (90) days of the receipt of a written notice from the other Party/ies.

(c) Any representations and warranties provided under this Agreement by either of the Parties are found to be false misleading and incorrect.

5.2. Effect of Termination:

5.2.1. Upon occurrence of an Event of Default, the non-defaulting Party/ies shall terminate the Agreement after serving advance notice of 90 days ("Default Notice") which shall specify in reasonable detail the occurrence of an event of Default.

5.2.2. After the issue of Default Notice, the defaulting Party/ies shall have the opportunity to cure the default mentioned in the Default Notice before the expiry of the period of the Default Notice (to the extent the default in question is capable of being cured). Upon cure of the default to the satisfaction of the non-defaulting Party/ies, the Default Notice shall be deemed to have been revoked by the non-defaulting Party/ies. During the pendency of the Default Notice, the Parties shall however continue to perform their obligations under this Agreement.

5.2.3. If the defaulting Party/ies fails to cure the default, pursuant to Clause 5.2.2 above, the Agreement shall stand terminated at the end of the period of 90 days (other than in case of payment default by the Company, in which case ninety (90) day period shall be read as thirty (30) days) commencing from the date of the Default Notice. Upon termination of this Agreement, each Party shall pay to the other such payments as are due and payable to such other Party/ies pursuant to the provisions of this Agreement.

5.3. Consequence of Termination:

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

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

6. Insurance:

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

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

7. Confidentiality:

7.1. Subject to Clause 8.2 of the Agreement, each of the Parties shall keep the contents of the Agreement and all books, documents (whether electronic or in hard copy) and information made available to that Party/ies for the purposes of entering into this Agreement ("Confidential Information") or in the course of the performance of the Agreement confidential, and shall not

disclose the same to any other person without the prior written consent of the other Party/ies.

7.2. Clause 8.1 shall not apply in the following circumstances

(a)any disclosure is required by applicable laws or in respect of information already in the public domain;

(b)any disclosure required by any applicable stock exchange listing rule: and

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

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

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

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

8. Publicity:

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

8.2. It is agreed between the Parties that

(a) in the event either of the Parties is required to make any disclosure regarding this Agreement or any aspects related thereto pursuant to the provisions or requirements of law, then the Party/ies required to make such disclosure shall provide a reasonable notice to the other Parties.

The Parties shall thereafter and prior to disclosing any such information, mutually agree on the content of the information being disclosed.

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

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

9. Notices:

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

10. Indemnity:

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

11. Dispute resolution:

The Parties hereto shall make all attempts to resolve all disputes and differences through mutual discussions/ negotiations whether relating to the interpretation, meaning, validity, existence or breach of this Agreement or any clause herein within a period of 1 month keeping in view the spirit of this Agreement.

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

12. Jurisdiction and Governing Laws:

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

13. Assignment:

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

14. Miscellaneous:

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

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

14.3 The Parties agree that in performing their respective responsibilities pursuant to this Agreement, they are independent contractors and their personnel are not agents or employees of the other for any purpose whatsoever, and are not entitled to each other's employees' benefits. Each party is solely responsible for compensation of its personnel and for payment of workmen's compensation, disability and other similar benefits, unemployment and other similar insurance and for the withholding of other taxes and social security. Nothing herein may be construed to create an agency, joint venture; partnership or other relationship between the parties other than independent contractors.

14.4 If any provision of this Agreement is declared inoperative, void or illegal by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be affected and shall continue to operate in full force unless this Agreement is thereby rendered impossible from perform.

14.5 If either of the Parties at any time fails to require strict compliance with any term or condition hereunder, such failure will not constitute a waiver of such term or condition or of any subsequent breach of that term or condition or a waiver of any other term or condition. For the avoidance of doubt, each Party's/ies' rights under this agreement may be used asset each considers appropriate, and apply in addition to any law. Each party loses its rights only if it specifically waives them in writing.

14.6 All the terms and conditions which by its very nature, survive termination/expiry of the Agreement, shall survive such termination/expiry.

14.7 This Agreement may be executed in two (2) parts each which shall be deemed original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF THE Parties have caused this Agreement to be executed on ....(Day).... of . ...(Month) , 20 by their duly authorised representatives as a legally binding contract in 2 (two) original copies on the day and year first written above, each Party receiving one original copy.

1. For and on behalf of Lead Generator

Signature :

.....

Name:.....
Designation

Signature:.....

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

2. For and on behalf of Company A

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

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

For and on behalf of Company Z

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

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

Appendix-1

Scope of Work:

A. Each Party would monetarily support/share the Lead Generator in developing a common infrastructure of the group of generators and dedicated transmission network from Park to Intra-State sub-station.

B. Each Party would monetarily support/share the Lead Generator in developing a common infrastructure which may be required at the Intra-State sub-station like bay equipment etc.

C. Each Party would monetarily support/share the Lead Generator in bearing the expenditure which may be incurred in day to day O&M of the common infrastructure for group of generators, dedicated transmission network and network/equipment in Intra- State sub-station.

D. Each Party would monetarily support/share through the Lead Generator any charges which may be incurred as transmission charges/losses in money terms or kind as the matter may be from time to time.

E. Each Party authorize the Lead Generator to approach the STU for availing connectivity and LTA for the group of generators as a whole and shall share any expenses which may be incurred in such process.

F. Each Party authorize the Lead Generator to represent them at any governmental/statuary and/or any other authority in respect of any matter whatsoever may be required in relation to development of above group of generators.

JOINT MANAGEMENT

1. Management Committee

1.1. The Management Committee shall review and decide upon all important matters relating to the Grant of connectivity /LTA and the Group of Projects (other than matters falling solely within the Scope of Work of one Party and not affecting the interests of any other Party), in particular:

1.1.1. establish the Grant of connectivity and LTA format, coordinate the preparation of the technical and commercial content of the Grant of connectivity by the Parties and collate the Grant of connectivity for submission to the STU and negotiation in relations to the Group of Projects and any proposed Variation, supplement or amendment thereto;

1.1.2. any proposed revision of the Grant of connectivity /LTA or Group of Projects price(s);

1.1.3. any proposed modification, reduction or extension of the Group of Projects schedule and, at the request of a Party, any work schedule previously agreed between the Parties;

1.1.4. any proposed reallocation of supplies, services or responsibilities among the Parties;

1.1.5. any proposed revision of the Proportionate Shares of the Parties;

1.1.6. any proposed addition of another party to or expulsion of an existing Party from this Agreement;

1.1.7. any other important matter raised by any of the Parties.

1.2. Each Party shall appoint a representative who shall be an officer or director of that Party and an alternate by notice in writing within (1) (one) week of the date of this Agreement. Each Party may revoke the appointment of and replace its representative and alternate by notice in writing to the Management Committee.

1.3. Meetings of the Management Committee shall be convened by the Lead Generator at least (4) (four) times a year and, should circumstances so require, at any other time at the request of a Party, stating the circumstances, by giving (2) (two) weeks' notice in writing or such lesser period of notice as the circumstances may reasonably demand.

1.4. Each representative, or alternate in the absence of the representative, shall be deemed to have the authority to represent the Party appointing him or her in respect of all matters concerning the Management Committee.

1.5. Meetings of the Management Committee shall normally be held at the Lead Generator's offices or otherwise as mutually agreed. In cases of particular urgency, decisions may also be reached by telephone, correspondence, telex, email or facsimile. All decisions arrived at by telephone or facsimile shall be promptly confirmed in writing to every representative on the Management Committee by the Lead Generator's representative.

1.6. All decisions of the Management Committee must be unanimous save as except where it has been expressly stated in this Agreement.

1.7. Should a meeting of the Management Committee fail to achieve unanimity on a proposal, a decision on that proposal shall be adjourn In the event that the Parties are unable to arrive at an unanimous decision or on a modified proposal within 5 (five) working days of the original meeting and if a continued failure to resolve the issue would put the due performance of the Group of Projects materially at risk or in case of emergency, the Chairperson of the Management Committee shall be and hereby is empowered to take a decision to safeguard the common interest of the Parties and shall report such decision immediately to the other Parties. Such decision shall be duly implemented by the Parties without delay and without prejudice to the provisions of Clause 11 (Dispute - Resolution).If any Party fails to cause its representative or alternate to attend at a duly convened meeting of the Management Committee the meeting shall be adjourned for 2 (two) working days and the Parties shall immediately be notified by telex or facsimile of such adjournment. If the non- attending Party fails to cause its representative or alternate to attend the resumed meeting other than as a result of causes beyond the control of that Party, then unanimous decisions taken by those present at such meeting shall constitute a valid decision of the Management Committee.

1.8. The representative (or alternate in the absence of the representative) appointed by the Lead Generator shall chair all meetings of the Management Committee.

1.9. The representative of the Lead Generator shall distribute minutes of each meeting of the Management Committee to each Party without delay. The minutes shall be deemed to have been accepted by the other Parties unless comments are made in writing within ten (10) working days of their distribution.

1.10. If any Party is in default under Clause 5 (Termination) then notwithstanding any other provision in this Agreement or its Appendices, such defaulting Party shall not be entitled to take part in any approval, action, step or proceedings with respect to the Agreement and the representative or alternate of such defaulting Party shall have no right to participate in the voting at any meetings of the Management Committee and any decisions or actions to be taken by the Management Committee in its absence shall be deemed a decision or action of the Parties.

1.11. The costs incurred by each Party in respect of its representative or alternate in the functioning of the Management Committee shall be borne by such Party and shall not be a cost chargeable to the other Parties.

FORMAT-6: Proof of Ownership, or a Registered Sale Deed or a Registered Lease Agreement with a minimum tenure of 25 years of the land required for the capacity of Connectivity:

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

a) An Undertaking on company letterhead, clearly indicating total land required for the project and the land obtained by way of Ownership, or a Registered Sale Deed or a Registered Lease Agreement with a minimum tenure of 25 years, signed by authorized signatory under company seal. The undertaking will also include declaration that the subject land has not been/will not be used for any other project/purpose.

Provided that in case of multiple application on same land parcel, the applicant shall submit site common drawing for each connection point and will include site layout, electrical layout and common services drawing etc.

Further, a self-declaration regarding Proof of Ownership, or a Registered Sale Deed or a Registered Lease Agreement with a minimum tenure of 25 years shall be provided as per **Annexure – A.**

b) Registered documents regarding land rights (Proof of Ownership, or a Registered Sale Deed or a Registered Lease Agreement with a minimum tenure of 25 years)) in the applicant's favor. The documents, if not in English or Gujarati language, shall be furnished along with its English or Gujarati translation from authorized translators.

ANNEXURE – A

DECLARATION CUM UNDERTAKING OF LAND FOR CONNECTIVITY

(To be executed on ₹300 Stamp Paper & Notarized)

(On Letter head of Re-Applicant)
((As per GERC Approved Procedure Dated _____)

This **Declaration Cum Undertaking** is made and executed on this __ day of **, 20** , by **[Full Name]**, **[Designation]**, duly authorized representative of **[Company Name]**, having its registered office at **[Company Address]** (hereinafter referred to as the "Declarant"), in favor of **Gujarat Energy Transmission Corporation Limited (GETCO)**.

1. Land Details

The Declarant hereby states that the land requirement to develop ___ MW _____RE Project (Wind / Solar/ Wind-Hybrid solar et.) is _____ Area in sq. Meters. The land bearing **Survey No. [XXX]**, located at **[Village, Taluka, District, State]**, measuring **[Total Area in Sq. Meters]**, has been duly obtained by way of Ownership, or a Registered Sale Deed or a Registered Lease Agreement with a minimum tenure of 25 years (which is more than 50% of Land requirement) for the purpose of developing a Renewable Energy Project and obtaining connectivity to the Intra-State Transmission System (ISTS) in compliance with the **GERC-approved RE Connectivity Procedure 2025.**

2. Undertaking & Indemnity

The Declarant undertakes and affirms that all information and documents provided to GETCO in relation to the Proof of Ownership, or a Registered Sale Deed or a Registered Lease Agreement with a minimum tenure of 25 years are **true, correct, and legally valid** In the event of any misrepresentation, concealment, or submission of false or forged documents, the Declarant acknowledges that GETCO shall have the absolute right to **reject the application, revoke connectivity approval, and initiate legal proceedings**, including blacklisting the applicant from future applications, and invocation of Bank Guarantee furnished by me/us.

The Declarant also undertakes that subject land has not been used / shall not be used for any other project or purpose except developing a Renewable Energy Project for which I / We have made application for connectivity.

The Declarant also undertakes that party (Party Name) hereby irrevocably and unconditionally waives any and all objections to the invocation or forfeiture of the Bank Guarantee, and acknowledges that the Bank's obligation to pay under the Bank Guarantee is not effected by any disputes or disagreements between the party (Party Name) and the Beneficiary.

The Declarant further indemnifies GETCO against any **claims, disputes, or legal proceedings** that may arise in connection with the Proof of Ownership, or a Registered Sale Deed or a Registered Lease Agreement with a minimum tenure of 25 years of the land. Any liability or damages arising due to misrepresentation or encumbrances shall be the sole responsibility of the Declarant.

3. Declaration & Signature

I, **[Full Name]**, aged **[XX] years**, residing at **[Address]**, do hereby declare that the statements made hereinabove are true and correct to the best of my knowledge and belief. I understand that this declaration shall be legally binding and shall be relied upon by GETCO for processing connectivity application.

IN WITNESS WHEREOF, I have executed this declaration on the date mentioned below, in the presence of the undersigned witnesses.

Signed & Executed by:
[Full Name]
[Designation]
[Company Name]
Date: [DD/MM/YYYY]
Place: [City/District]

Attested by Notary Public (To be Executed before Notary)
(With Official Seal & Stamp)

FORMAT-7: Self-Certification for Compliance with Clause 9.1 by Connectivity Grantee To be submitted before First Time Charging of the Project

(To be executed on ₹300 Stamp Paper & Notarized)

1. Project Details:

- **Name of Project**:
- **Project Capacity (MW)**:
- **Type of Project** (e.g., Solar, Wind, Hybrid, etc.):
- **Location (Village/Taluka/District)**:
- **Name of Developer/Grantee**:
- **Connectivity Approval Reference No.**:
- **Connectivity Approval Date**:
- **Expected Date of First Time Charging**:

2. Declaration of Compliance

I/We, the undersigned, hereby certify that the Project mentioned above has been developed and shall be operated in full compliance with the applicable regulations, codes, and guidelines as specified under Clause 9.1 of the Connectivity Procedure.

The following regulations/orders/guidelines have been duly adhered to:

1. Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 and amendments thereof.
2. Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2023 and amendments thereof.
3. CEA Manual on Transmission Planning Criteria, 2023 and other applicable regulations and amendments thereof.
4. Central Electricity Authority (Technical Standard for Connectivity to the Grid), 2007 and amendments thereof.
5. Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020 and amendments thereof.
6. Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023 and amendments thereof.
7. Central Electricity Authority (Cyber Security in Power Sector) Guidelines, 2021.

8. Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and amendments thereof.
9. Central Electricity Regulatory Commission (Furnishing of Technical Details by the Generating Companies) Regulations, 2009.
10. Gujarat Electricity Grid Code-2013 and amendments thereof.
11. Gujarat Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2011 and amendments thereof.
12. Orders / Regulations issued by the Commission for projects based on Renewable Energy Sources and their amendments from time to time.

3. Undertaking

I/We undertake to continuously comply with the above-mentioned regulations and any future amendments thereof. In case of any deviation, I/We shall take immediate corrective action and also inform the concerned authority.

4. Declaration

I/We understand that any false declaration or non-compliance with the above regulations may lead to the withdrawal of connectivity granted and/or legal action as per applicable laws.

Signed & Executed by:
[Full Name]
[Designation]
[Company Name]
Date: [DD/MM/YYYY]
Place: [City/District]

Attested by Notary Public (To be Executed before Notary)
(With Official Seal & Stamp)