

**TRANSMISSION AGREEMENT FOR CONNECTIVITY
BETWEEN
CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED
AND
Party Name**

This Transmission Agreement (hereinafter called “TA”) having ref. no. **C/CTUIL/TA/..MW/Part name /.....** entered into on theday of.....Two Thousand Twenty Two **(2022)** 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, Gurgaon - Haryana 122001, India (hereinafter called either “**CTUIL**” or ‘**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, having its registered office and Correspondence address at: -----
(hereinafter referred to as ‘Connectivity Grantee’ or “SHORT NAME OF PARTY.....”, which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the second part.

- A) WHEREAS it is inter alia a function of CTU under clause (d) of sub-section (2) of Section 38 of the Electricity Act, 2003 to provide non-discriminatory open access to its transmission system for use by any licensee or generating company on payment of transmission charges.
- B) WHEREAS the grant of connectivity to ISTS is regulated under Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 hereinafter referred to as “**CERC Connectivity Regulations, 2009**” and the Detailed Procedure(s) notified under Regulation 27 of CERC Connectivity Regulations, 2009 (hereinafter referred to as “**Detailed Procedure**”).
- C) The Ministry of Power, Government of India has notified CTUIL as the Central Transmission Utility (CTU) in exercise of the powers conferred under sub section (1) of section 38 of the Electricity Act, 2003 vide Gazette Notification No. S.O. 1095(E), dated 09.03.2021 [hereinafter “**CTU Gazette Notification**”] to undertake and discharge all functions of CTU pursuant to the provisions of the said Act or any regulations or directions of the Central Commission or Authority or any other directions or functions prescribed by the Central Government. The aforesaid Gazette Notification has become effective from 01.04.2021.
- D) AND WHEREAS “**SHORT NAME OF PARTY.....**” is desirous to avail connectivity to ISTS in accordance with Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 and its amendment thereof, hereinafter referred to as “CERC Connectivity Regulations, 2009”, and Detailed Procedure stipulated thereof for its proposed, as per their application ref no. **12000.....** dated
- E) AND WHEREAS Connectivity forMW to be availed by “SHORT NAME OF PARTY.....” is as per the dates, period and other conditions indicated in intimation for grant of connectivity ref. no **C/CTU/.../.../.....** dated **0.....** issued by CTU vide intimation letter ref. no. **C/CTU/.../.../.....** dated **0.....** enclosed at **Annexure-1** to this Agreement.

- F) AND WHEREAS the dedicated transmission line required for direct injection/drawl of power from(Name of Generation Location) to the suitable points of ISTS has been finalized in accordance with the provisions of the Electricity Act, 2003 and is to be built, owned, operated & maintained by Generation Developer / Transmission licensee as indicated in above said grant of connectivity ref. No **C/CTU/.../.../..... dated 0.....** enclosed at Annexure-1.
- G) AND WHEREAS CERC has notified “Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2020 hereinafter called “**Sharing Regulations**”, which allocates the applicable transmission charges and losses and other charges which shall also bind the “SHORT NAME OF PARTY.....”.
- H) AND WHEREAS in accordance with the Connectivity Regulations and Procedures thereof and the Electricity Act 2003, CTU has granted such connectivity for transmission of power as mentioned in Annexure-1 of this agreement, subject to submission of Bank Guarantee as provided hereinafter.
- I) AND WHEREAS the Detailed Procedures of Central Transmission Utility under Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 shall be applicable including amendment made there in from time to time.
- J) AND WHEREAS “**SHORT NAME OF PARTY.....**” has to share and pay all the applicable transmission charges of the total transmission system from the date of connectivity as mentioned at Annexure-1 or actual commissioning of the system, whichever is later, in accordance with the sharing mechanism as decided / notified / determined /adopted by CERC from time to time.
- K) AND WHEREAS it has become incumbent upon “**SHORT NAME OF PARTY.....**” and CTU to enter into Transmission Agreement “TA” as envisaged under the “CERC Connectivity Regulations, 2009”.
- L) AND WHEREAS, during the tenure of this agreement if any of the covenants and conditions recited in this agreement are found inconsistent with the provisions of the

Electricity Act, 2003 and its notifications/ guidelines/ codes/ rules/ regulations and amendments thereof from time to time, notwithstanding anything contained in the agreement referred to above, the provisions of the Electricity Act, 2003 shall prevail.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.0

- (a) **SHORT NAME OF PARTY**..... shall furnish a Bank guarantee in favour of Central Transmission Utility of India Limited from a bank for an amount of **Rs. Crores (RupeesCrore)** as specified by the CERC in its Regulations as security mechanism for the transmission system to be built, owned and operated by ISTS licensee (the same being maximum Rs.5 lakhs/MW, currently). The bank guarantee format is enclosed as Annexure-X of CERC approved detailed procedure. The Bank Guarantee shall be issued by
- i) A Public Sector Bank, or
 - ii) Scheduled Indian Bank having paid up capital (net of accumulated losses) of Rs.100 crore or above (duly supported by latest annual report) and also satisfying the minimum capital adequacy requirement, or
 - iii) Any foreign Bank with overall International corporate rating or rating of long term debt not less than A⁻ (A minus) or equivalent by reputed rating agency.
- (b) The Bank guarantee shall be furnished in favour of Central Transmission Utility of India Limited within 1 (one) month of signing of this Agreement failing which the connectivity granted shall be liable for cancellation.
- (c) This bank guarantee would be initially valid for a period upto six months beyond the expected date of commissioning schedule of generating unit(s).
- d) The bank guarantee shall be encashed by CTUIL in case of adverse progress of work under the scope of **SHORT NAME OF PARTY**..... assessed during Joint Co-ordination Meeting. However, the validity of Bank Guarantee shall be extended by **SHORT NAME OF PARTY**..... as per the requirement to be indicated during Joint Co-ordination Meeting.
- (e) The schedule date of completion of Transmission System that required to be build, owned, operated and maintained by the Transmission licensee is mentioned in above said grant of connectivity Ref. No C/CTU/././..... dated

- 2.0 SHORT NAME OF PARTY..... shall furnish Letter of Credit and other payment security mechanism in accordance with (Sharing of Inter State Transmission Charges and Losses) Regulations, 2020.
- 3.0 In case SHORT NAME OF PARTY..... delays to utilize the connectivity provided and the assets covered under the transmission system, as indicated at Annexure-1 to this agreement have been declared under commercial operation, either in part or in full; the SHORT NAME OF PARTY..... shall bear the charges so as to ensure full recovery of the transmission tariff corresponding to the commissioned portion of the transmission system indicated at Annexure-1.
- 4.0 In order to monitor/ review the progress of work under the scope of **SHORT NAME OF PARTY.....** along with the transmission system, a Joint co-ordination meeting with the representative of **SHORT NAME OF PARTY.....** and CTU shall be held at regular intervals (preferably quarterly) after signing of this Agreement. CTU may invite any statutory authority and ISTS Licensee(s) to facilitate the same.
- 5.0. All differences/ disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under Regulation 32 of the CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 and under the Electricity Act, 2003.
- 6.0 This is agreed by Customer, signing this agreement, to indemnify and hold CTU harmless from and against any and all damages, losses, liabilities, obligations, penalties, 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 exercise of CTU's actions pursuant to and in accordance with this Agreement.
- 7.0. 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
CENTRAL TRANSMISSION UTILITY OF INDIA LTD.
CIN: U40100HR2020GOI091857

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....

For and on behalf of

.....

CIN:

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....