

**TRANSMISSION AGREEMENT FOR CONNECTIVITY
BETWEEN
CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED
AND
(Grantee name)**

This Transmission Agreement (hereinafter called “TA”) having ref. no. 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, 2013, having its registered office at ----- and correspondence address at: ----
----- (hereinafter referred to as ‘**Stage-II Connectivity Grantee**’ or “(**SHORT NAME** -----)”, 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) WHEREAS further, the grant of connectivity to projects based on renewable sources to inter-state transmission system (ISTS) is governed by the Revised procedure for “Grant of connectivity to projects based on renewable sources to inter-state transmission system” hereinafter referred to as “**RE Connectivity Procedure**” notified on and effective from 20.02.2021.
- D) 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.
- E) AND WHEREAS“(**SHORT NAME -----**)” has applied for Stage-II connectivity vide application no..... dated for Stage-II Connectivity for (-----MW-) to (**SHORT NAME -----**) from proposed Solar Power Plant ((-----MW-)) in, to ISTS in accordance with CERC Connectivity Regulations, 2009, Detailed Procedure & RE Connectivity Procedure for transmission of power as per their application.
- F) AND WHEREAS “(**SHORT NAME -----**)” has been granted Stage-II Connectivity for transmission of power vide intimation no. C/CTU/..... dated.....and letter ref

no. C/CTU/..... dated.....which is placed at **Attachment-1** to this Agreement, subject to signing of the present Transmission Agreement for connectivity in terms of Clause 10.7 of the RE Connectivity Procedure.

- G) AND WHEREAS Stage-II connectivity for (-----MW-) to be availed by “**(SHORT NAME -----)**” is as per the dates, period and other conditions as mentioned in intimation no. C/CTU/..... dated.....and letter ref no. C/CTU/..... dated.....which is placed at **Attachment-I** to this Agreement.
- H) AND WHEREAS the dedicated transmission system required for direct injection/drawl of power from premises of “(SHORT NAME -----)” into STS has been finalized in accordance with the provisions of the Electricity Act, 2003; applicable Regulations/Procedures notified therein and isto be built, owned, operated & maintained by “**(SHORT NAME -----)**” in accordance with Clause 5.3 of the RE Connectivity Procedure.
- I) AND WHEREAS CERC has notified “Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2020 hereinafter referred to as “**Sharing Regulations**”, which allocates the applicable transmission charges and losses and other charges which shall also bind “**(SHORT NAME -----)**”.
- J) AND WHEREAS in terms of Clause 5.3 of the RE Connectivity Procedure, the dedicated transmission line including line bays at generation pooling station shall be under the scope of the applicant and the terminal bays at the ISTS sub-station shall be under the scope of transmission licensee owning the ISTS sub-station subject to compliance of relevant provision of tariff policy. Provided that the applicant may, if it so chooses, construct the terminal bays at the ISTS sub-station at its own cost, subject to the approval of the CTU and agreement with the transmission licensee owning the ISTS sub-station.

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

- 1) Stage-II Connectivity for (-----MW-) to be availed by “(SHORT NAME -----)” is as per the dates, period and other conditions as mentioned in intimation no.

C/CTU/..... dated.....and letter ref no. C/CTU/.....
dated.....which is placed at Attachment-I to this Agreement.

- 2) “(SHORT NAME -----)” shall complete the dedicated transmission line and generator pooling sub-station(s) on or before the last date derived in terms of Clause 11.2(A), (B) or (C) of the RE Connectivity Procedure.
- 3) “(SHORT NAME -----)” shall abide by the terms and conditions of Clause 12 of the RE Connectivity Procedure regarding technical requirements of the Dedicated Transmission Infrastructure.
- 4) “(SHORT NAME -----)” undertakes to make best efforts to fully utilize the bays for dedicated transmission infrastructure in terms of Clause 10.10 of the RE Connectivity Procedure.
- 5) “(SHORT NAME -----)” shall abide by the terms and conditions of Clause 14 of the RE Connectivity Procedure regarding sharing of connectivity and dedicated transmission infrastructure.
- 6) “(SHORT NAME -----)”, in terms of Clause 11.1 of the RE Connectivity Procedure, shall furnish progress of the monitoring parameters on quarterly basis in the format given at FORMAT-RCON-II-M by the last day of each quarter. Failure to update progress of the monitoring parameters shall be considered as adverse progress and CTUIL shall be entitled to take appropriate actions as per applicable Regulations/Detailed Procedure.
- 7) “(SHORT NAME -----)”, in terms of Clause 15.1 of the RE Connectivity Procedure, shall update the status/utilization of the dedicated transmission infrastructure as per FORMAT-RCON-UT by 30th day of June and 31st day of December each year. As per Clause 15.2 of the RE Connectivity Procedure, CTUIL shall monitor the utilization of the dedicated transmission infrastructure. In case CTUIL finds that the dedicated transmission infrastructure remains underutilized, CTUIL shall be entitled to take appropriate actions as per applicable Regulations/Procedures.
- 8) Bank Guarantee:-
 - (a) “(SHORT NAME -----)”, shall furnish Connectivity Bank Guarantee(s) in accordance with Clause 10.8 (a) of the RE Connectivity Procedure.

Accordingly, in the present case, the applicable Conn-BG1 shall be of **Rs. 50,00,000/- (Rupees only)** and **Conn-BG2 of Rs. ..Cr. (Rupees Crore only)**.

- (b) The bank guarantees shall be submitted as per FORMAT-RCON-BG.
 - (c) The Bank Guarantees 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.
 - (d) The Bank Guarantees -Conn-BG1,Conn-BG2 shall be furnished in favour of Central Transmission Utility of India Limited **within thirty (30) days** of issue of Stage-II Connectivity intimation, failing which the Stage-II connectivity granted shall be cancelled.
- 9) The Bank Guarantees i.e. Conn-BG1,Conn-BG-2 shall be encashed by Central Transmission Utility of India Limited in accordance with the applicable provisions of the RE Connectivity Procedure or breach of this Transmission Agreement, as applicable. The proceeds of such encashed Conn-BG1 and Conn-BG-2 shall be adjusted in monthly Transmission Charges under CERC (Sharing of inter-state Transmission Charges and Losses) Regulations, 2020.
- 10) The details of the allocation of bay at ISTS pooling station and scheduled commissioning date of the ISTS sub-station, mentioned in Annexure-II, shall form part of this Agreement. Provided that if the details of allocated bay(s) and/or the scheduled commissioning date of the ISTS sub-station at which connectivity has been granted have not been confirmed at the time of grant of Stage-II Connectivity intimation, the same shall be intimated as and when it can be confirmed, and such intimation shall also form part of this Agreement.
- 11) The details provided by “**(SHORT NAME -----)**” pertaining to ‘Scheduled commissioning date of the solar/wind/solar-wind generator/developer pooling station’

and 'Dedicated Transmission Line' shall form part of this Agreement as per stipulated format (Annexure-3 to this Agreement).

- 12) The details of the Bank Guarantees submitted/to be submitted shall form part of this Agreement as per stipulated format (Annexure-4 to this Agreement).
- 13) In case it is found that “**(SHORT NAME -----)**” is not utilizing the bay allocated to it at ISTS sub-station, CTUIL may cancel its Stage-II Connectivity as per the provisions of Regulations/Detailed Procedure and allocate the bay to other applicant. In such a case, as per Regulation 8(8) of Connectivity Regulations, “**(SHORT NAME -----)**” shall either dismantle its bay or enter into an agreement with a new grantee as indicated by CTU for utilization of the bay within a period of 2 months of cancellation of connectivity.
- 14) “**(SHORT NAME -----)**” shall not transfer, assign or pledge its connectivity in full or parts and the associated rights and obligations to any other person, except as per the provisions under Regulation 8A of the Connectivity Regulations.
- 15) As per Regulation 8(6) of the Connectivity Regulations, 2009, the connectivity granted to “**(SHORT NAME -----)**” shall not entitle it to interchange any power with the grid unless it obtains Long Term Access/Medium Term Open Access or Short Term Open Access.
- 16) As per Clause 11.3 of the RE Connectivity Procedure, “**(SHORT NAME -----)**” shall furnish certificate issued by Electrical Inspectorate of CEA under Regulation 43 of the CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 for the dedicated transmission line(s) and generator pooling station(s) within 10 days of receipt of same from CEA.
- 17) “**(SHORT NAME -----)**” shall be liable towards payment of transmission charges and losses and other charges as per CERC Sharing Regulations, 2020; CERC Orders and directions or any other *pari-materia* provision of applicable CERC Regulations.
- 18) 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 Connectivity Regulations, 2009 and under the Electricity Act, 2003.

- 19) By signing this Agreement, “(SHORT NAME -----)” has agreed to indemnify and hold the CTUIL 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.
- 20) If 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 notifications/ guidelines/ codes/ rules/ regulations/procedures and amendments thereof from time to time, notwithstanding anything contained in the agreement referred to above, the provisions of the Electricity Act, 2003 and its amendments thereof shall prevail.
- 21) 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:.....

Designation.....

Name:.....

Designation.....

Annexure-1 (Stage-II Connectivity Intimation)

**Details of the allocation of bay at ISTS pooling station and Scheduled commissioning date of the ISTS sub-station, if available generator/developer pooling station and Dedicated Transmission Line
Transmission Agreement ref no.:C/CTUIL/TA/Con.St-II/(-----MW-)/(SHORT NAME ---
-----)/1200003514**

1.	ISTS sub-station and bay at which Connectivity is granted	As per Annexure-1
2.	Connectivity Transmission System	As per Annexure-1
3.	Date from which Connectivity is granted	As per Annexure-1
4.	Scheduled commissioning date of ISTS sub-station**	As per Annexure-1

*** To be filled in as per availability. In case of unavailability of information, to be intimated as and when available*

Annexure-3

**Scheduled commissioning date of the solar/wind/solar-wind generator/developer pooling station and Dedicated Transmission Line
Transmission Agreement ref no.: C/CTUIL/TA/Con.St-II/(-----MW-)/(SHORT NAME ----
----)/120000.....**

1.	Installed capacity of the Generation Project/Park (Stage-wise). ##	(-----MW-)
2.	Scheduled commissioning date of the solar /wind/ solar -wind generator/ developer pooling station. ##	
3.	Scheduled commissioning date Dedicated Transmission Line (including generation switchyard is to be implemented).##	

To be intimated by Stage-II Grantee at the time of signing of this agreement and in no case shall be later than the start date from which Stage-II connectivity is granted.

Annexure-4

**Details of the Bank Guarantee(s) submitted under the Transmission Agreement:-
Transmission Agreement ref no.: C/CTUIL/TA/Con.St-II/1
00MW/(SHORT NAME -----)/120000.....***

<u>S. No.</u>	<u>Particulars</u>	<u>Details of the Conn-BG1</u>	<u>Details of the Conn-BG2</u>
1.	Bank Guarantee Ref. No:-		
2.	Bank Guarantee Amount:- (Amount in Lakhs)		
3.	Date of the Bank Guarantee:-		
4.	Validity of the Bank Guarantee:-		

**To be filled in as per availability. In case of unavailability of information, to be intimated as and when available*