Revised Procedure for grant of Grid Connectivity to the projects based on Renewable Energy sources to Intra-State Transmission System

In accordance with the Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016 and the Government of Maharashtra, Renewable Energy Policy, 2020 along with prevailing methodology issued thereunder

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Maharashtra State Electricity Transmission Co. Ltd.

State Transmission Utility

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List of Formats**

** - *The Formats enclosed are for reference. If required, C. E. (STU) may carry out changes in the formats as per requirement. Updated formats will be available on STU website.*

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1 Background:

1.1 This detailed procedure is issued in accordance with the various provisions of the Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016 (hereinafter referred to as "MERC TOA Regulations"), the Government of Maharashtra, Renewable Energy Policy, 2020 along with prevailing methodology issued thereunder and considering the Maharashtra Electricity Regulatory Commission (MERC) Order dated 19 September 2019 in Case No. 235 of 2019. All applicants shall abide by the provisions of the MERC TOA Regulations.

2 Applicability:

2.1 This procedure shall apply to the application made for grant of Grid Connectivity to the transmission lines or associated facilities of the Intra-State Transmission System (InSTS), received by the State Transmission Utility (STU) from the date of the coming into effect of this Procedure.

2.2 If an application for grant of Grid Connectivity to the transmission lines or associated facilities of the Intra-State Transmission System has been made prior to date of the coming into effect of this Procedure and the same is yet to be granted grid connectivity as on the date of the coming into effect of this Procedure, the applicant shall have the option of, either (a) to withdraw/close the application by replying to STU letter seeking consent, or (b) to convert the application as an application made under this Procedure by complying with the requirements under this Procedure, which shall be processed in accordance with this Procedure:

Provided that STU shall seek consent of applicant who is yet to be granted grid connectivity as on the date of the coming into effect of this Procedure by giving Three month period for complying with the requirements under this Procedure. The applicant shall provide its consent within fifteen (15) calendar days from the date of such intimation, failing which application shall be cancelled.

3 Eligibility:

3.1 A Renewable Energy Power project having a capacity of 5 MW or more with or without storage based on any of the following:

Category A - Renewable Energy Power Projects (Excluding those projects covered under Category B & Category C below):

a) Solar PV or Solar Thermal based on technologies approved by MNRE;

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b) Wind Power Project commissioned using new or re-powered wind turbine generators;

c) Hybrid Renewable Energy project based on RE technologies such as Wind-Solar Hybrid, Solar-Biomass Hybrid, Solar-Co-Generation Hybrid, Solar Thermal Hybrid, and any other combination of RE technologies approved to be considered under this procedure;

Note:

'Hybrid Renewable Energy Project' means a Renewable Energy Project that uses a combination of Renewable Energy technologies approved by MNRE for electricity generation, configured to operate at the same point of grid connection:

Provided that the rated capacity of one resource is at least 25% of the rated capacity of other resource;

d) Small Hydro Power Project commissioned and located at a site approved by the State Nodal Agency/State Government using new plant and machinery and with installed capacity of 25 MW or less at a single location;

e) Biomass Gasifier, Biogas-based and Bagasse Project based on technologies approved by MNRE and approved to be considered under this procedure;

f) Waste to Energy Project based on technologies approved by MNRE;

g) Renewable Energy Power Projects set up under the "Policy for development of Pumped Storage Projects (PSPs), PSPs cum LIS and co-located PSP-Solar/Other and Renewable Energy Hybrid Projects through Public-Private Partnership" issued by the Government of Maharashtra;

h) Any other Renewable Energy Power Projects approved by the Competent Authority.

Category B - Renewable Energy Power Projects set up under "Mukhyamantri Saur Krushi Vahini Yojana 2.0" issued by the Government of Maharashtra, including subsequent amendment/initiatives:

a) Solar PV based on technologies approved by MNRE;

b) Any other renewable energy projects approved by the Competent Authority.

Category C - Renewable Energy power projects set up under "Maharashtra Green Hydrogen Policy -2023" issued by the Government of Maharashtra:

a) For the co-located RE Generation Plant and Green Hydrogen Production Plant;

b) For the co-located RE Generation & Green Hydrogen Derivative Production Plant;

c) Any other renewable energy projects approved by the Competent Authority.

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3.2 Applicants covered under Regulation 5 of the MERC TOA Regulations and relevant Orders issued by the MERC for projects based on Renewable Energy Sources, as applicable from time to time.

3.3 This procedure shall be applicable to the concerned agencies, such as Maharashtra State Electricity Transmission Company Ltd. (MSETCL), Transmission Licensees, Distribution Licensees, Maharashtra State Load Despatch Centre, Solar Park Developer, Wind Park Developer, Renewable Power Park Developer, all types of RE Power Project Developer etc.

4 Nodal Agency and Coordination:

4.1 The Nodal Agency for grant of Grid Connectivity shall be the STU.

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

4.3 The STU shall publish following details on its official website, on the 1st day of every calendar Month:

a) The updated available power evacuation capacity (in MW) of each InSTS substation;
b) List of Planned InSTS substation (under Transmission System Plan for InSTS) for renewable energy evacuation;
c) Details of all applications received for grant of Grid Connectivity to projects based on renewable energy sources to InSTS.

4.4 The STU shall provide on its website the name, designation and contact details of the Nodal Officer who will be the single point of contact for Grid Connectivity related matters in accordance with the MERC TOA Regulations.

5 Application:

5.1 An Applicant, which is Renewable Energy Generating Station/ RE Developer shall apply for grant of Grid Connectivity to the InSTS to the STU for the quantum equal to the installed capacity of the generating station:

Provided that if such an Applicant is a Hybrid Renewable Energy Project or Hybrid Renewable Energy Project with storage, it may apply for grant of Grid Connectivity at least for the quantum equal to the installed capacity of the wind or solar capacity, whichever is higher or upto the total installed capacity.

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5.2 Application for grant of Grid Connectivity to the InSTS shall be made online as per the application form duly signed by an authorized person of Applicant as per **Format - 2** of this Procedure.

Applicant has to select a substation from the list available on the STU website as updated on the 1st Day of every calendar Month. Such a list shall depict the name, capacity in terms of MW available for Renewable Energy Grid Connectivity, geographical coordinates and other relevant details of existing as well as planned substations with a targeted date of commercial operationalization of such planned substations.

Alternatively, Applicant may submit an application for grant of Grid Connectivity to the InSTS without selecting a specific substation and instead provide the geographical location of their proposed Renewable Energy Power Project in accordance with Clause 7.8 of this Procedure.

The Application shall contain details such as the proposed geographical location of the applicant, quantum of power to be injected, unit-wise commissioning schedule, etc.

5.3 Documents to be submitted along with the Application:

5.3.1 Notarized affidavit as per **Format – 1**

5.3.2 Application shall be accompanied by a non-refundable fee as specified in Regulation 5.2 of the MERC TOA Regulations, as amended from time to time including applicable taxes. A non refundable application/processing fees are to be paid to STU (MSETCL) account through Bank Payment Gateway available on Online Application Portal.

5.3.3 Board resolution for the proposed project.

5.3.4 Copy of Memorandum and Article of Association having provision to take up proposed business/project.

5.3.5 In case of Solar/Wind/Renewable Power Park Developer, the documents shall be submitted in combination of clauses (a) and (b) or combination of clauses (a) and (c) as stipulated hereunder:

(a) Authorization by the Central Government or the State Government, as applicable, to undertake infrastructural activities including arrangement for Grid Connectivity on behalf of solar power generators or wind power generators;

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(b) Registered Title Deed as a proof of Ownership or lease rights or land use rights for 50% of the land required for the capacity for which Grid Connectivity is sought:

Provided that these documents in the name of a parent company or subsidiary company (ies) of the applicant shall also be acceptable subject to condition that the applicant shall not be eligible to seek another Grid connectivity using the same land documents based on which Grid Connectivity is sought;

Provided further that where State Government issues Government Order for allotment of Land to the Nodal-Agency identified for development of Renewable Energy in the State, which in turn issues Advance Possession of land to the project developer, such Government Order allotting land to the Nodal Agency accompanied with Advance Possession letter issued in the name of Applicant of Grid Connectivity, shall be considered as a valid document towards Land Use Rights subject to the condition that the said documents shall be submitted for at least 50% of the land required for the capacity for which Grid Connectivity is sought;

(c) For a capacity up to 1000 MW - Bank Guarantee of Rs. 10 Lakh/MW and for a capacity more than 1000 MW - Bank Guarantee of Rs. 100 Crore plus Rs. 5 Lakh/MW for capacity over and above 1000 MW, in lieu of ownership or lease rights or land use rights of land for 50% of the land required for the capacity for which Grid Connectivity is sought subject to provisions of clause 9.4, 9.5, and 9.6 of this Procedure.

5.3.6 In case of Applicants which are Renewable Energy Power Projects (other than Hydro generating station) or ESS (excluding Pumped Storage Plant (PSP)) the following documents shall be submitted:

(a) Letter of Award (LOA) by, or Power Purchase Agreement (PPA) entered into with, a Renewable Energy Implementing Agency or a distribution licensee or an authorized agency on behalf of distribution licensee consequent to tariff based competitive bidding, as the case may be;

OR

(b) Registered Title Deed as a proof of Ownership or lease rights or land use rights for 50% of the land required for the capacity for which Grid Connectivity is sought:
Provided that these documents in the name of a parent company or subsidiary company(ies) of the applicant shall also be acceptable subject to condition that the applicant shall not be eligible to seek another Grid connectivity using the same land documents based on which Grid Connectivity is sought;

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Provided further that where State Government issues Government Order for allotment of Land to the Nodal-Agency identified for development of Renewable Energy in the State, which in turn issues Advance Possession of land to the project developer, such Government Order allotting land to the Nodal Agency accompanied with Advance Possession letter issued in the name of Applicant of Grid Connectivity, shall be considered as a valid document towards Land Use Rights subject to the condition that the said documents shall be submitted for at least 50% of the land required for the capacity for which Grid Connectivity is sought;

OR

(c) For a capacity up to 1000 MW - Bank Guarantee of Rs. 10 Lakh/MW and for a capacity more than 1000 MW - Bank Guarantee of Rs. 100 Crore plus Rs. 5 Lakh/MW for capacity over and above 1000 MW, in lieu of ownership or lease rights or land use rights of land for 50% of the land required for the capacity for which Grid Connectivity is sought subject to provisions of Clause 9.4, 9.5, and 9.6 of this Procedure.

5.4 Single Window Web Portal:

5.4.1 As per the Government of Maharashtra "Renewable Energy Generation Policy, 2020", a Single Window Web Portal has been developed by Maharashtra Energy Development Agency (MEDA) in association with Maharashtra State Electricity Distribution Company Ltd., Maharashtra State Electricity Transmission Company Ltd., Chief Electrical Inspector and Maharashtra State Load Dispatch Centre.

5.4.2 The Application for grant of Grid Connectivity to the InSTS shall be processed through MEDA's Single Window Web Portal only. The link to the "Single Window Web Portal" is available on MEDA's website www.mahaurja.com.

5.4.3 Applicant shall download the PDF copy of the filled application, put the Sign and Seal of the company and upload a duly signed scanned copy of the online Grid Connectivity application form before making the payment for application/processing fees.

5.5 A generating station which is authorised as Lead Generator or Energy Storage System (ESS) by one or more generating station(s) or ESS(s) for applying for Grid Connectivity to the InSTS at a single connection point, is required to submit an agreement (model agreement as per **Format - 3**) duly signed between the Applicant and the other Generating Station(s) or ESS(s), as applicable.

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5.6 The Applicant implementing the Hybrid Renewable Energy Project with storage including the Round the Clock Hybrid Project with storage, shall be eligible to apply for the Grid Connectivity at one location only in view of the Eligibility criteria for such Hybrid Renewable Energy Project as specified in the Regulations of the Commission:

Provided that the Applicants implementing the Hybrid Renewable Energy Project(s) with storage/Renewable Hybrid Generating Station(s) including Round-The-Clock (RTC) Hybrid Project with storage, shall be eligible to apply for separate Grid Connectivity for each location based on the same LOA or PPA or PSA, for the capacity of the project not exceeding the quantum of power for which LOA has been awarded or PPA or PSA has been signed, as and when such Hybrid Renewable Energy Project are allowed at different location through relevant Regulations and/or Orders of the MERC. For this purpose, the locations and capacity at each such location, duly certified by the Renewable Energy Implementing Agency notified by the Government or the distribution licensee, as the case may be, shall be submitted along with the Grid Connectivity applications.

5.7 In case of multiple applications submitted by Applicant/organisation, each of the applications shall be supported by separate sworn-in affidavits in original duly notarized.

6 Changes to application already made

6.1 The generating capacity already connected to the Grid (Inter-State Transmission System or Intra State Transmission System) or for which Grid Connectivity is already granted, shall not be allowed to apply for additional Grid Connectivity for the same generation capacity.

6.2 In the event of extension/augmentation of generation capacity, a fresh application for such additional generation capacity shall be submitted as per the provisions of this Procedure.

6.3 In cases once an application has been submitted and thereafter there has been any material change in the location of the applicant or change, by more than ten percent (10%) in the quantum of power to be interchanged with the InSTS, before grant of Grid Connectivity the applicant shall make a fresh application, which shall be considered in accordance with this procedure.

6.4 In cases where once an application for Grid Connectivity is submitted and thereafter there is a non-material change in the location of the RE project and change of not more than 10% in the quantum of power to be interchanged with InSTS keeping the proposed location of Transmission Licensee substation unchanged, the same shall be informed by person/applicant within seven (7) days of application. Such intimation by the

person/applicant shall not be construed as material change. The STU shall grant Grid Connectivity to such person/applicant within thirty (30) days from the date of receipt of such application from the person/applicant. In such a situation, the grant of Grid Connectivity shall be construed from the original date of application of Grid Connectivity.

Provided that failure to initiate necessary action within seven (7) calendar days of such change shall be considered as non-compliance and in such cases, STU shall take appropriate actions, with the approval of the Competent Authority/MERC .

6.5 The Applicants who have been granted Grid Connectivity to InSTS for the generation capacity based on particular renewable energy source(s) may, for the same generation capacity, change to another renewable energy source(s) in part or full, subject to the approval of STU, keeping in view of the outcome of system studies. In such cases, the applicants shall submit the No Objection Certificate from MEDA, Technical Data for changed renewable energy source(s) and STU/MSETCL shall incorporate the necessary change in the Connection Agreement.

6.6 In case of applicant who have been granted Grid Connectivity under clause 5.3.6(a) of this Procedure and whose LoA or PPA gets terminated prior to COD of the project, for the reasons not attributable to such Applicant and in cases where LoA or PPA has been terminated by the entity and the same has also been agreed or approved by the Renewable Energy Implementing Agency or a Distribution Licensee or appropriate Commission, such applicant may convert the Grid Connectivity in full, granted under clause 5.3.6(a) of this Procedure to clause 5.3.6(b) or clause 5.3.6(c) of this Procedure with no change in the start date of Grid Connectivity and point of Grid Connectivity to InSTS, consequent to such conversion. Such entity shall comply with the requirements of clause 9.4 within six (6) months of from approval of such conversion:

Provided that if such conversion is made to Grid Connectivity under clause 5.3.6(c) of this Procedure, the entity shall comply with the requirement of clause 9.5 of this Procedure within three (3) months from the date of approval of such conversion by the STU.

6.7 In case of applicant who have applied Grid Connectivity under clause 5.3.6(b) or clause 5.3.6(c) of this Procedure and have been issued Grid Connectivity Letter/final grant of Grid Connectivity, is issued LOA or enters into a PPA, as eligible under clause 5.3.6(a) of this Procedure for full capacity, such applicant may convert the Grid Connectivity in full, granted under clause 5.3.6(b) or clause 5.3.6(c) of this Procedure to clause 5.3.6(a) of this Procedure with no change in the start date of Grid Connectivity and point of Grid Connectivity to InSTS, consequent to such conversion. Such entity shall comply with the

requirements of clause 9.4 within six (6) months of from approval of such conversion. Such conversion shall subject to following:

a) The applicant shall not be eligible to seek conversion again.
b) The applicant shall not be eligible to seek another connectivity using the same land documents based on which the Grid Connectivity was sought under clause 5.3.6(b) of this Procedure and has been converted to clause 5.3.6(a) of this Procedure.

6.8 Wind RE-Powering and/or Conversion to Hybrid Renewable Energy Project beyond Final Grant of Grid Connectivity:

6.8.1 The Applicants who have been granted Grid Connectivity to InSTS for the generation capacity based on particular renewable energy source(s) may, for the same generation capacity, change to another renewable energy source(s) in part or full, subject to the approval of STU, keeping in view of the outcome of system studies. In such cases, the applicants shall submit the No Objection Certificate from MEDA, Technical Data for changed renewable energy source(s) and STU/MSETCL shall incorporate the necessary change in the Connection Agreement.

Provided that in the event of extension/augmentation of generation capacity due to aforementioned change of renewable energy source(s), the Applicant shall make a fresh application for such additional generation capacity.

6.8.2 In case of the Wind Re-Powering Project, Developer/Applicant shall issue notice to STU, at least two years in advance. In the event of extension/augmentation of generation capacity due to the Wind Re-powering Project, Developer/Applicant shall make a fresh application for such additional generation capacity, two years in advance.

6.9 Change of Name and/or Transfer of ownership of projects:

6.9.1 Grid Connectivity is not transferrable except as provided under Clause 6.10.3(b). It is applicable only to the applicant. In case of Wind, Solar or Hybrid Power Projects, where there are multiple investors owning different generation capacities and connected to common evacuation infrastructure which is developed by the applicant, the Grid Connectivity will be applicable to the applicant and such investors, however, no separate grid connectivity shall be issued to the individual investor:

Provided that Grid Connectivity granted to a parent company may be utilized by its subsidiary company (ies) and Grid Connectivity granted to a subsidiary may be utilized by its parent company:

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

Provided also 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.

6.9.2 As per the Government of Maharashtra, Renewable Energy Policy, 2020 in case of a Change of name/transfer of ownership/address change of RE power project etc., an applicant has to apply separately on MEDA Single Window Web Portal as per the procedure prescribed therein. The applicant may refer to following relevant extract:

a) In case of projects set up under Competitive Bidding with MSEDCL/MSPGCL – Transfer of ownership/Change of name can be done if permitted under the ambit of PPA. In such cases, No Objection Certificate from MSEDCL/MSPGCL shall be required.
b) In case of Transfer of ownership of projects or change of name, if the Certificate of Registrar of Companies or Order of Court is available, no other documents shall be required.
c) Change of name: After submitting the necessary documents as per the procedure prescribed therein, MEDA shall note change of name and inform the applicant accordingly.
d) Transfer of ownership of projects: After submitting the necessary documents as per the procedure prescribed therein, MEDA shall provide a No Objection Certificate on the Transfer of ownership of projects to the applicant.

6.9.3 Additionally, in case of a Change of name/transfer of ownership/address change of the RE power project of the Person/Applicant who has been granted Grid Connectivity to InSTS, an applicant shall apply to STU in the manner provided below:

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a) **Address Change:**

i. In case of a change in the registered address of the RE power project, the applicant has to submit the application form duly signed by an authorized person of the Applicant as per **Format – 7**.

b) **Transfer of ownership:**

i. After issuance of Grid Connectivity, if the Original applicant/company/firm etc. is fully acquired by any other applicant/company/firm etc. then such other person applicant/company/firm etc. shall be the 2nd and new applicant who in terms of Renewable Energy Policy, 2020, shall be required to seek permission from STU towards utilization of the same Grid Connectivity. In such case, the 2nd and new applicant will have to make a fresh application, along with the documents in support of such acquisition of assets from the competent authorities, which shall be considered in accordance with this procedure.

c) **Change of name:**

i. In case of a change of name (without change in ownership pattern), the applicant has to submit the application form duly signed by an authorized person of the Applicant as per **Format – 7**.

ii. In case of application for change of name on account of transfer/acquisition: An application shall be submitted as stipulated under 'Transfer of ownership' above.

d) In all cases above, it shall be mandatory to submit a No Objection Certificate from MEDA.

7 Processing of Application and grant of Grid Connectivity

7.1 The priority for grant of Grid Connectivity to certain applications:

Priority for projects:

7.1.1 As per the Government of Maharashtra, Renewable Energy Policy, 2020 certain projects shall be prioritized:

a) Until the objectives of the Policy are met, priority will be given to the development of hybrid projects by combining wind and/or solar projects with other conventional /non-conventional energy sources and incorporating storage capacity as required. Such projects will be categorized with those objectives according to their source.

b) As per the Wind Power generation policy, priority will be given to hybrid projects constructed by integrating wind energy projects with other non-conventional energy source projects and incorporating storage capacity.

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7.1.2 STU shall give priority for the grant of Grid Connectivity in case of such projects based on priority allotted under MEDA Single Window Web Portal.

Priority for treatment of applications:

7.1.3 As per the Government of Maharashtra, Renewable Energy Policy, 2020, in case of more than one developer applying for a grant of Grid Connectivity at one substation priority shall be as follows:

a) First priority: Projects having a Power Purchase Agreement (PPA) entered into with – electricity distribution companies in the State, Government/semi-government implementation agencies and having 50% or more availability of land area required for the capacity of the project.

b) Second Priority: Projects having PPA entered into with - electricity distribution companies in the State, power utilities companies, also projects of Central government/State government implementing agencies/Maharashtra State Power Generation Company Ltd. (MSPGCL)/NTPC Ltd., but with no availability of land area required for the capacity of project.

c) Third Priority: Projects for self-use and projects having 50% or more availability of land area required for the capacity of the project

d) Fourth Priority: Projects for self-use and third-party sale of power but with no availability of land area required for the capacity of the project.

7.2 On receipt of an application, the STU shall ask the applicant and the concerned transmission licensee in whose area the project is being proposed to carry out a joint survey and submit a Technical Feasibility Report towards possible schemes required for interconnection of the project with InSTS.

7.3 If the applicant has made a delay towards arranging a joint site visit with STU representatives (for Technical Feasibility Report), the days lapsed for such delay shall not be considered within the target time limit of thirty (30) days for issuance of Grid Connectivity.

7.4 After receipt of the Technical Feasibility Report, the STU shall undertake a System Study and finalize the tentative evacuation arrangement which is to be constructed by the applicant and point of connection to InSTS.

7.5 All applications received shall be treated in order of date of receipt of payment of Application/Processing Fee. The STU shall publish on its official website, on the 1st day of each calendar month details of all application received. The STU will process and finalize the application within thirty (30) days after its receipt through conducting System

studies for examining technical feasibility and to finalize other details like establishing the requirement of the bay, availability of space for construction for the bay, details of transmission lines, works required for system strengthening and then convey it to concerned Transmission/Distribution Licensee under intimation of the applicant:

Provided that before finalizing the application, on the last working day of the month STU shall review other received application(s) during the month for their priority for grant of Grid Connectivity, such that the application under consideration shall be processed and finalized within thirty (30) days from the date of its receipt including completion of all activities such as System studies and finalization of other details:

Provided further that during scrutiny, after conducting System studies, the STU shall seek consent for the finalization of the evacuation arrangement and point of connection/system strengthening work to be carried out. The Applicant shall provide its consent within seven (7) calendar days from the date of such intimation, failing which the application shall be cancelled:

Provided also that a seven (7) calendar days' period for consent shall not be considered within the target time limit of thirty (30) days for issuance of Grid Connectivity;

7.6 During finalization of the evacuation arrangement which is to be constructed by the applicant and point of connection to the InSTS, in the event of work of system strengthening is required to be carried out on existing InSTS, then grant of Grid Connectivity is subject to submission of Grid Connectivity Bank Guarantee (BG) towards such system strengthening. In such cases, system strengthening work shall be carried out by the STU/Transmission Licensee:

Provided that the applicant and Transmission Licensee shall endeavour to commission the generating station and the transmission system simultaneously as far as practicable and shall ensure the same through appropriate agreement in accordance with the Regulation 31.4.1 of the Maharashtra Electricity Regulatory Commission (State Grid Code) Regulations, 2019.

7.7 Based on application seeking grant of Grid Connectivity at a planned/proposed InSTS substation, STU may grant such Grid Connectivity subject to submission of Grid Connectivity Bank Guarantee (BG) towards a planned/proposed InSTS substation and terminal bay(s):

Provided that in case of an application seeking grant of Grid Connectivity at a proposed InSTS substation, capacity of renewable energy project for which Grid connectivity is sought shall be at least 400 MW:

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Provided further that in accordance with the Regulation 31.4.1 of the Maharashtra Electricity Regulatory Commission (State Grid Code) Regulations, 2019, the applicant and Transmission Licensee shall endeavour to commission the generating station and the transmission system simultaneously as far as practicable and shall ensure the same through appropriate agreement:

Provided also that the Developer/Applicant shall agree to indemnify and keep indemnified MSETCL/STU at all times against any and all actions, claims, proceedings, suits and judgments, damages and losses, all costs, charges and expenses in case of delay in completion and commissioning of such planned/proposed InSTS substation by MSETCL/Transmission Licensee.

Note: 1) Planned InSTS substation means a substation included in the Transmission System Plan prepared by the STU, and list of such Planned InSTS substations (i.e., included in the Transmission System Plan prepared by STU) for Renewable Energy evacuation shall be displayed on STU's website and updated every month.

2) Proposed InSTS substation means a substation that may be proposed in the Transmission System Plan prepared by the STU on the basis of the application(s)/potential area.

7.8 After finalization of the evacuation arrangement and point of connection, as per the Renewable Energy Policy, 2020, wherever applicable, the STU shall intimate the applicant to deposit the prescribed Commitment Fee (Refundable basis) on a per MW basis with the MSETCL/Transmission Licensee and/or to furnish Grid Connectivity Bank Guarantee (BG) towards a planned/proposed InSTS substation and terminal bay(s).

7.8.1 As per the Government of Maharashtra, Renewable Energy Policy, 2020:

a) Commitment Fee is applicable only in the case of Solar and, Wind Power Projects & Parks.

b) Developers who have signed a Power Purchase Agreement (PPA) under Competitive Bidding with MSEDCL/MSPGCL, electricity distribution companies & other government/semi-government implementing agencies; such Developers under terms and conditions of Tender/PPA need not be required to deposit the commitment fee.

c) In case of timely commissioning of evacuation arrangement by the applicant, the Commitment Fee shall be returned to them by STU/MSETCL without any interest.

d) In case of all renewable energy projects who has been granted grid connectivity, the monthly review shall be undertaken by STU/MSETCL, in the presence of a MEDA representative.

e) If the evacuation infrastructure is not completed within the stipulated time limit as per MSETCL prescribed procedure or there is no visible progress, the grid connectivity for the project shall stand cancelled and MSETCL shall forefit the Commitment Fee deposited.

7.8.2 Hybrid Renewable Energy Project/Park based on RE technologies shall be required to deposit the prescribed Renewable Energy technology-wise Commitment Fee (Refundable basis) on a per MW basis with the STU/MSETCL.

7.8.3 Grid Connectivity Bank Guarantee (BG):

a) For cases covered under Clause 7.6 of this procedure, STU shall intimate:

(i) Amount of Grid Connectivity BG towards system strengthening work required to be carried out on existing InSTS, which shall not exceed estimated cost towards such works,

(ii) The timeline for completion of such works,

(iii) Firm date of start of Grid Connectivity:

Provided that if such system strengthening works are planned for more than one applicant, Grid Connectivity BG shall be furnished in proportion to the quantum of Grid Connectivity applied for by such applicant;

b) For cases covered under Clause 7.7 of this Procedure, STU shall intimate

(i) Amount of Grid Connectivity BG towards a planned/proposed InSTS substation and terminal bay(s), which shall not exceed estimated cost towards such works

(ii) Firm date of start of Grid Connectivity:

Provided that if such a planned InSTS substation and terminal bay(s) are planned for more than one applicant, Grid Connectivity BG shall be furnished in proportion to the quantum of Grid Connectivity applied for by such applicant;

c) In the event an applicant has applied for Grid Connectivity at the planned/proposed substation already allocated to another Grid Connectivity grantee, the amount of Grid Connectivity BG equal to estimated cost towards augmentation required at such planned/proposed substation, if any, or 25% of the Grid Connectivity BG amount determined under Clause (b), whichever is higher, shall be applicable.

d) The amount of Grid Connectivity BG covered under Clause 7.8.3(b), shall be equal to cost of a planned/proposed InSTS substation and terminal bay(s).

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e) The Applicant shall furnish Grid Connectivity BG within fifteen (15) calendar days of such intimation by STU under Clause 7.8.3(a) and Clause 7.8.3 (b), failing which the grid connectivity application shall be cancelled:

Provided that a fifteen (15) calendar days' period for furnishing Grid Connectivity BG shall not be considered within the target time limit of thirty (30) days for issuance of Grid Connectivity.

f) Grid Connectivity BG shall be issued by any scheduled commercial bank recognized by the Reserve Bank of India, in favour of STU, as per the Format stipulated by STU.

7.9 STU while processing the application for grant of Grid Connectivity may seek clarifications, additional information, and confirmation, as may be required, based on such clarification, the decision of STU shall be final.

7.10 Due to any reasons, if the grid connectivity for the Renewable Energy Power Project is not feasible, before rejecting the application for grid connectivity, such reasons shall be intimated to the applicant by STU. However, if the applicant fails to submit the required compliance and comments, if not found appropriate, the application shall be rejected. In case of any disputes, the same shall be represented before the Hon. MERC.

7.11 Upon payment of the Commitment Fee and/or submission of Grid Connectivity BG, wherever applicable, the STU shall issue the Grid Connectivity to the applicant indicating substation or switchyard or interconnection arrangement where Grid Connectivity shall be granted, and informing detailed Scope of Works. The Validity of the Grid Connectivity Letter shall be as per **Table 1**. All renewable energy projects who has been granted grid connectivity shall furnish periodic progress report as per Clause No. 9 of this Procedure:

Provided that in case of grant of Grid Connectivity at a proposed InSTS substation, the STU shall first issue the Grid Connectivity to the applicant on in-principle basis indicating substation or switchyard or interconnection arrangement where Grid Connectivity shall be granted, and informing detailed Scope of Works. The issue of Grid Connectivity (the Grid Connectivity Letter) to the applicant indicating substation or switchyard or interconnection arrangement where Grid Connectivity shall be granted, and informing detailed Scope of Works shall be subject to inclusion of such proposed InSTS substation in the Transmission System Plan prepared by STU and approval of such scheme by the Hon'ble Commission. The STU shall intimate such start date to the applicant(s).

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7.12 It is mandatory for the Applicants to complete all the works related to the commissioning of Evacuation Infrastructure and scope of works as mentioned in the Grid Connectivity Letter within the time limits as stipulated in **Table 1**. In case the applicant fails to complete the evacuation arrangement within such stipulated time limits, they shall seek a time limit extension for the Grid Connectivity. The procedure for time limit extension shall be as per Clause No. 10 of this Procedure.

7.13 The subsidies or incentives as per prevailing rules and regulations of the Central Government/State Government/CERC/MERC, if any, will be applicable and the promoter may apply for the same to concerned authorities.

7.14 STU shall indicate to the Grid Connectivity grantee, the voltage level for the purpose of Grid Connectivity of the Dedicated Transmission Line.

Table 1: Voltage level for inter-connection and period for work completion

A) Fresh Application		
Sr. No.	**Voltage level for Inter-connection**	**Period for Work Completion***
1	Upto 33kV level	12 months
2	At 66kV/100kV/110kV/132kV level	18 months
3	At 220kV level	24 months
4	At 400kV level	36 months
B) Extension /Addition Capacity		
1	**Under implementation RE Projects:** In cases where Grid Connectivity is issued but Final Grid Connectivity is yet to be issued *(Grid Connectivity to addition capacity is through existing inter-connection arrangement without any additional Scope of Work)*	In line with timeline for Grid Connectivity already issued
2	**Existing RE projects:**	
2.1	In cases where Final Grid Connectivity is already issued and Grid Connectivity to addition capacity is through existing inter-connection arrangement without any additional Scope of Work	6 months
2.2	In cases where Final Grid Connectivity is already issued and Grid Connectivity to addition capacity is through existing inter-connection arrangement but some additional Scope of Work are required to be carried out	As per "A" of Table 1

Note: (*) Time limit shall be from the date of issue of Grid Connectivity Letter by STU

7.15 In the Grid Connectivity Letter, the applicant shall be intimated to execute various agreements such as Connection Agreement, Site Responsibility Schedule, etc. with MSETCL prior to the physical inter-connection to the InSTS. In case the Grid Connectivity to InSTS network is granted on Intra-State Transmission Licensee other than the MSETCL, a tripartite agreement shall be signed between the applicant, the State Transmission Utility and such Intra-State Transmission Licensee, in line with the provisions of the MERC TOA Regulations. After signing of the Grid Connectivity Agreement, the Nodal Agency will provide a copy of the same to the concerned State Load Despatch Centre (SLDC).

7.16 After completion of all the works related to the commissioning of evacuation infrastructure and scope of works as mentioned in the Grid Connectivity Letter, the Applicant shall submit the online application for final grant of Grid Connectivity as per **Format – 6** of this Procedure. After scrutinizing the documents, STU shall issue Final Grid Connectivity to the applicant. After receipt of the Final Grid Connectivity, the applicant shall seek permission for Synchronization from the concerned SLDC.

The documents to be submitted for availing Final grant of Grid Connectivity are listed below:

a) Work Completion Report as per the Scope of Works mentioned in the Grid Connectivity Letter from concerned Superintending Engineer, EHV (O&M) Circle.
b) ABT Meters Work Completion/installation Report from concerned Superintending Engineer, PAC.
c) SCADA/RTU-DC installation & commissioning report from concerned Superintending Engineer, PAC.
d) Connection Agreement executed with STU and Applicant /Tripartite Agreement /Connection Agreement executed with the concerned Chief Engineer EHV PC O&M Zone, MSETCL.
e) Site Responsibility Schedule along with equipment details executed with MSETCL.
f) Approved Copy of Single Line Diagram and layout from concerned Chief Engineer, EHV PC O&M Zone, MSETCL.
g) Approved copy of Metering Arrangement Scheme (if applicable) from Chief Engineer (AC&I), MSETCL.
h) Approved copy of Synchronization Scheme (if applicable) from Chief Engineer (AC&I), MSETCL and Chief Engineer (MSLDC).
i) Confirmation of AMR facility integration control center at MSLDC.
j) Confirmation of visibility of Generation to MSLDC for real time monitoring.
k) Certificate towards readiness of visibility of Generation to MSLDC for real time monitoring.

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l) Consent from the concerned Distribution Licensee for drawal of power required for Start-up and auxiliary consumption from the network.

m) Document showing unique Registration Number generated after registering the above generating unit with CEA online registration portal.

7.17 STU shall be entitled to reject any application for connection to InSTS due to the following reasons apart from others as considered reasonable:

a) If such proposed connection is likely to cause a breach of any provision of the Maharashtra Electricity Regulatory Commission (State Grid Code) Regulations, 2020 or any provision of the Indian Electricity Grid Code or any criteria or covenants, deeds or regulations by which STU is bound;

b) If the proposed works stated in the application do not conform to any provision of the Maharashtra Electricity Regulatory Commission (State Grid Code) Regulations, 2020 or any criteria or covenants or deeds or regulations by which STU is bound;

c) If the applicant does not undertake to be bound, in so far as applicable, by the terms of Maharashtra Electricity Regulatory Commission (State Grid Code) Regulations, 2020.

d) If the applicant fails to give confirmation and undertaking according to this Procedure.

8 Technical requirements for Transmission Infrastructure

8.1 The applicant shall follow the Regulations viz.:

a) Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2022 and the amendments thereof;

b) Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2023 and the amendments thereof;

c) Central Electricity Authority (Safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations 2011 and the amendments thereof;

d) CEA Manual on Transmission Planning Criteria, 2023 and any other applicable regulations and the amendments thereof.

e) Central Electricity Authority (Technical Standard for Grid Connectivity to the Grid), 2007 and amendments thereof.

f) Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020 and amendments thereof.

g) Maharashtra Electricity Regulatory Commission (State Grid Code) Regulations, 2020 and amendments thereof from time to time.

h) Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016 and amendments thereof.

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i) Orders/Regulations issued by the State Commission for projects based on Renewable Energy Sources and their amendments from time to time.

8.2 The scheduling jurisdiction and procedure, communication, metering, energy accounting and deviation settlement-related matters shall be as per relevant Regulations of the MERC, the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, the relevant Regulations of Central Electricity Authority, the Maharashtra Electricity Regulatory Commission (State Grid Code) Regulations, 2020, as amended from time to time.

8.3 Additionally, the applicant shall comply with the following with respect to the Dedicated Transmission Line and Generator Pooling Station

8.3.1 Dedicated Transmission Line (DTL):

a) The power transfer capability (MW) of the Dedicated Transmission Line from the generator pooling station of the renewable energy generating station to the InSTS shall not be less than the quantum as per this Procedure or as stipulated by STU in the intimation for grant of Grid Connectivity.

b) STU shall indicate the requirement of D/C or M/C towers near the InSTS substation end including the sharing of such towers, for optimization of space/Right of Way (RoW). The applicants/developers of renewable energy generating stations shall comply with the directions of STU in this regard.

c) Depending on the topology, STU may plan the Grid Connectivity of renewable energy generating stations through Loop-in and Loop-out (LILO) of DTL at the InSTS substation with procurement of land and construction of associated bay(s) is to be done by the applicants/developers.

8.3.2 Pooling station of the renewable energy generating stations:

a) The planned capacity of the generator pooling station shall be not less than the capacity of the Dedicated Transmission Line required to be provided as per the grant of Grid Connectivity.

b) 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 requirement specified in the CEA Manual on Transmission Planning Criteria, 2023 as amended from time to time.

c) The total capacity of the power transformers of the generator pooling station and the rating of associated equipment like Circuit Breaker, Current Transformer, Capacitive Voltage Transformer, bus duct, etc. shall not be less than the planned capacity of the generator pooling station in case the entire power from the

renewable energy generating station is being aggregated at the lower voltage side of the generator pooling station.

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

9 Progress Review

9.1 In case of all renewable energy projects who has been granted grid connectivity, shall furnish an updated progress report of the monitoring parameters on a quarterly basis as per **Format- 5** attached within fifteen (15) days of the end of the quarter and shall upload the same on Single Window Portal.

9.2 Based on the above report, a quarterly review shall be undertaken by STU/MSETCL, attended by a MEDA representative.

9.3 STU may carry out verification of the progress reported by the Grid Connectivity grantee. Such verification may include drone surveillance also.

9.4 An applicant which is Renewable Energy Power Projects (other than Hydro generating station) or ESS (excluding PSP) or Solar/Wind/Renewable Power Park Developer shall have to achieve the financial closure for the capacity of such Grid Connectivity, within twelve (12) months from the date of issue of Grid Connectivity Letter:

Provided that in case of an applicant whose voltage level for interconnection is upto 33kV level shall have to achieve the financial closure for the capacity of such Grid Connectivity, within six (6) months from the date of issue of Grid Connectivity Letter:

Provided further that such an applicant shall submit proof of financial closure of the project (with a copy of the loan sanction letter or proof of first disbursal of the loan amount) or a copy of board resolution (if internal funding is planned for 100% of the project cost) to STU within fifteen (15) days of achieving the financial closure.

9.5 An applicant which is Renewable Energy Power Projects (other than Hydro generating station) or ESS (excluding PSP) covered under clause 5.3.6(c) or Solar/Wind/Renewable Power Park Developer covered under clause 5.3.5(c) of this Procedure shall submit documents for land in terms of clause 5.3.6(b) or clause 5.3.5(b) of this Procedure, as the case may be, within twelve (12) months from the date of issue of Grid Connectivity Letter. The Bank Guarantee shall be returned within seven (7) days of submission of stipulated documents as a proof of Ownership or lease rights or land use rights:

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Provided that in case of an applicant whose voltage level for interconnection is upto 33kV level shall submit documents for land in terms of clause 5.3.6(b) or clause 5.3.5(b) of this Procedure, as the case may be, within six (6) months from the date of issue of Grid Connectivity Letter.

9.6 In case of all renewable energy projects who have been granted grid connectivity to InSTS prior to date of approval of this Procedure and the same are yet to be granted Final Grid Connectivity and who are yet to complete six (6) months from the date of issue of Grid Connectivity Letter upto the date of coming into effect of this Procedure, shall be reviewed as per revised timelines applicable starting from the date of coming into effect of this Procedure i.e., as per timelines stipulated Clause No. 9.4 & 9.5 of this Procedure:

Provided further that in case of all renewable energy projects who have been granted grid connectivity to InSTS prior to date of approval of this Procedure and the same are yet to be granted Final Grid Connectivity and who have completed six (6) months from the date of issue of Grid Connectivity Letter upto the date of coming into effect of this Procedure, shall be reviewed as per revised timelines i.e. with six-month grace period applicable starting from the date of coming into effect of this Procedure for fulfilment of milestone stipulated in the Clause No. 9.4 & 9.5 of this Procedure.

9.7 Consequences:

9.7.1 If the Grid Connectivity grantee covered under clause 5.3.6(c) or Solar/Wind/ Renewable Power Park Developer covered under clause 5.3.5(c) of this Procedure, fails to submit the documents in accordance with the clause 9.5 of this Procedure, its grid Connectivity shall be cancelled, Bank Guarantee submitted in lieu of land shall be encashed, Grid Connectivity BG shall be encashed and the Commitment Fee paid shall be forfeited.

9.7.2 If the Grid Connectivity grantee fails to achieve the financial closure within the stipulated time or fails to submit copy of financial closure within stipulated time as per clause 9.4 of this Procedure, its grid connectivity shall be cancelled, Bank Guarantee submitted in lieu of land shall be encashed, Grid Connectivity BG shall be encashed and the Commitment Fee paid shall be forfeited.

9.7.3 If the Grid Connectivity grantee fails to submit the periodic progress report or in case progress of the project is not found satisfactory, STU may cancel grid Connectivity and encash Bank Guarantee submitted in lieu of land, Grid Connectivity BG and forfeit the Commitment Fee.

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10 Time limit extension

10.1 If the Evacuation Infrastructure is not completed within the stipulated time limit, the applicant shall have to apply for a time extension to the STU at least thirty (30) days prior to the Validity date. The application shall be in **Format - 4**.

10.2 Only two-time extensions of six (06) months each shall be granted for any RE power project. The non-refundable processing fee in case of extension shall be as stipulated in **Table 2** below.

Table 2: Processing fee in case of extension

Particulars	Processing Fee
1st extension	Rs. 1 Lakh per project (Non-refundable)
2nd extension	Rs. 2 Lakh per project (Non-refundable)

10.3 MSEDCL, MSPGCL and MEDA are required to take various permissions from the government and it may require time, therefore, time extension fees shall not be applicable for such companies.

10.4 All the fees and penalties received towards the grant of time extension shall be considered as non-tariff income of the Nodal Agency, i.e. STU (MSETCL).

10.5 After scrutinizing the documents, the application for a time extension shall be processed and if found genuine, the time extension shall be issued. The applicant shall complete all the works and commission the project within this extended time frame.

10.6 In spite of availing two extensions, if the project is not completed, the grid connectivity for the project shall be considered as cancelled & commitment fee will be forefitted. In such case, if required, the applicant will have to apply afresh for Grid Connectivity which shall be processed as per the provisions of the MERC TOA Regulations and the applicant shall not have any precedence over other interested applicants seeking grid connectivity at the same location.

11 Treatment of Grid Connectivity Bank Guarantee (BG)

11.1 Grid Connectivity Bank Guarantee shall be returned in five equal parts over five years corresponding to the generation capacity which has been declared under commercial operation by the Grid Connectivity grantee:

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Provided that in case of declaration of commercial operation of part capacity by the Grid Connectivity grantee in a financial year, total quantum of such capacity declared under commercial operation within a financial year shall be considered while returning the Grid Connectivity Bank Guarantee at the end of the financial year.

11.2 The proceeds of encashed Grid Connectivity Bank Guarantee under this Procedure shall be adjusted in the Total Transmission System Cost.

12 Interchange of power with the InSTS

12.1 The grant of Grid Connectivity shall not entitle an applicant to interchange any power with the grid unless it obtains long-term open access or medium-term open access or short-term open access as the case may be in accordance with the provisions of the MERC TOA Regulations.

12.2 A generating station which has been granted Grid Connectivity to the InSTS shall be allowed to undertake testing including a full load test by injecting its infirm power into the grid before being put into commercial operation, even before availing any type of Open Access, after obtaining permission of the concerned State Load Dispatch Centre, which shall keep grid security in view while granting such permission. The commercial arrangement will be governed by MERC, MYT Regulation 2019, amended time to time.

13 General

13.1 All the costs/expenses/charges associated with the application, including demand draft, Affidavits etc. shall be borne by the applicant.

13.2 The applicant shall abide by the provisions of the Electricity Act, 2003, the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, the relevant Regulations of the Central Electricity Authority, the Maharashtra Electricity Regulatory Commission (State Grid Code) Regulations, 2020, and other relevant Regulations of the MERC, as amended from time to time.

13.3 This procedure aims at easy and pragmatic disposal of applications made by Renewable Energy Power Projects for Grid Connectivity to InSTS. However, some teething problems may still be experienced. The various implications would be known only after practical experience is gained by way of implementing these procedures. In order to resolve the same, this procedure shall be reviewed or revised by the Nodal Agency with prior approval of MERC.

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13.4 All complaints regarding unfair practices, delays, discrimination, lack of information, supply of wrong information or any other matters related to the grant of Grid Connectivity to the Intra-State Transmission System shall be directed to MERC for redressal.

Format- 1 : Affidavit

(On Non-Judicial Stamp paper of Rs.500/- of the Government of Maharashtra)

Affidavit in support of Application for grant of Grid Connectivity to projects based on renewable energy sources to InSTS

In the matter of filing application to State Transmission Utility (Maharashtra State Electricity Transmission Company Limited), for grant of Grid Connectivity under MERC (Transmission Open Access) Regulations, 2016.

I……*(Name)*……S/o Shri ……*(Father's name)*… working as ……. *(Post)*……. in ……*(name of the Company)*……., having its registered office at …… *(address of the company)*……, do solemnly affirm and say as follows:

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

2) I submit that *M/s*……*(name of the company)*……. is a registered company ……*(Public Ltd/Pvt. Ltd.)*……. Registered under Companies Act. Under the Article of Association of the Company and in accordance with the provisions of Electricity Act, 2003/relevant Regulation(s) of MERC, the company can file the enclosed application.

3) I submit that all the details given in enclosed application (Letter No……, dated……..) for grant of Grid Connectivity along with necessary documents are true and correct and nothing material has been concealed thereof.

Place: (Signature)
Date: Name of the Applicant

(To be duly attested by Notary)
Encl.:

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Format- 2 : Application for grant of Grid Connectivity to projects based on renewable energy sources to InSTS

1	**Applicant Details**		
	Name of the applicant applying for Grid Connectivity on intra-state transmission system:		
	Address (Registered):		
	Address for correspondence:		
	PAN		
	GST Number		
2	**Details of Authorized Signatory and Contact Person:** *(Please attach Authorization Affidavit/Letter)*		
	Authorized Signatory and Contact Person:		
	Designation		
	Phone Number		
	Mobile Number		
	E-mail Id		
	Alternate Contact Person:		
	Designation		
	Phone Number		
	Mobile Number		
	E-mail Id		
3	**Total Project Capacity (MW):**		
4	**Type of Project:** *(Project/Park/Farm)*		
5	**Category as per Eligibility** (Category A/Category B/Category C)		
	In case of Category C: Grid Connectivity sought for Co-located RE Generation & GH Production Plant or Co-located RE Generation & GH Derivative Production Plant		
6	**Type of Generation:** *(Solar/Wind/Hybrid/Small Hydro/ESS/etc.)*		
a(i)	Hybrid type (Wind-Solar/Solar-Biomass/Solar-Thermal/and other)		
a(ii)	Whether Hybrid configured to operate at the same point of grid connection? (Yes/No)		
a(iii)	Configuration in case of Hybrid (MW)	Resource Type	Capacity (MW)
		…	….

		...	....
b	**ESS Type** (BESS/Pumped Storage/Others)		
	Details of ESS (Capacity in MW)		
	Maximum Injection (MW)		
	Maximum drawl (MW)		
	Time duration for injection cycle (in hours)		
	Time duration for drawl cycle (in hours)		
7	Whether Grid Connectivity applied at a single connection point as per Model Agreement		
	Whether Grid Connectivity is granted to lead generator		
	Grid Connectivity application number of lead generator		
	Name of other generators with whom sharing is proposed /already available.		
8	Whether application is filed pursuant to changes to application already made or pursuant to cancellation (Yes/No)		
a	If yes,		
i	Whether present application is for extension/augmentation of generation capacity		
	Additional capacity for which Grid Connectivity is required		
	Application number already granted Grid Connectivity		
	Grid Connectivity intimation number and date		
ii	Changes to application already made (Procedure Clause number and details)		
	Nature of changes (Pl. elaborate/Attach documents)		
	Capacity for which Grid Connectivity is required		
	Application number already granted Grid Connectivity		
	Grid Connectivity intimation number and date		
iii	In case of cancellation of Grid Connectivity earlier application number and other details		
	Capacity for which Grid Connectivity is required		
B	If No,		
	Capacity for which Grid Connectivity is required		

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9	**Name of Transmission Licensee whose transmission network will be used for Grid Connectivity on intra-state transmission system:**	
10	**Details of Proposed Injection Point in Intra-State Transmission system:**	
	Point of Injection *(Name of EHV Substation of Transmission Licensee)*	
	Injection Voltage Level	
	Number of circuits (S/C, D/C, feeder length)	
	If power is injected at other than Transmission Licensee's Substation, name and owner of Substation for O&M.	
	Whether power is proposed to be injected at Transmission Licensee's existing or planned or proposed network.	**Existing /Planned/Proposed**
	Single line diagram at Injecting Point	
8	**Tentative details of PPAs/Contracts and MOU**	**Intra-State /Inter-State**
	For Power to be injected	
	Agreement with traders if any in above transaction	
	Is it a captive Power Plant (Yes/No)	
	PPA entered into with (Electricity distribution companies in State, Government/Semi-government implementation agencies, power utilities companies. Pl. mention)	
	Project(s) is of Government/Semi-government implementation agencies /MSPGCL /NTPC Ltd.	
	Project (Third Party/Self-use/Captive/Group-captive/Others)	
9	**Details of the Generation Project:**	
	Location of the plant *(Village, Taluka & District)*	
	Co-ordinates of location of plant *(Latitude & Longitude)*	
	No. of Units & Capacity of each unit (MW)	
	Unit wise Commissioning Schedule *(Unit-1, Unit-2, etc.)*	
	Installed Capacity (MW) & Source	Commissioning Schedule
	…	…
	…	…
10	**Status of Project:**	

	Recommendation for Technical Feasibility Report from MEDA	
	Total Land Required for Project	
	Land in possession	
	In (%)	
	Whether Project (and/or Substation) is in Forest Land?	
	Whether tentative route of evacuation lines passes through forest, bird sanctuaries etc.	
	Status of forest Land diversion	
	Status of Water Supply (Hydro Projects) along with documentary evidence.	
	Status of Environmental Clearance along with documentary evidence.	
11	**Processing Fee Payment Details**	
	Amount	
	Details of Online Transaction:	
	Name of Bank:	
	Transaction Receipt No./ID: *(Please attach Copy of receipt)*	
	Date:	

Check List for Documents to be submitted along-with Grid Connectivity application		
Sr. No.	**Particulars**	
1	Authorization Letter/Affidavit	☐
2	Recommendation letter from MEDA for TFR	☐
3	DD/Payment receipt of Processing Fee	☐
4	Certified true copy of Board Resolution authorizing a designated person for filing of application, where applicant is a company	☐
5	Board Resolution for proposed project	☐
6	Copy of Memorandum & Article of Association having provision to take up proposed business/project	☐
7	Authorization by the Central Government or the State Government as Renewable Power Park Developer	☐
8	Agreement between the Lead Generator and other generators seeking inter-connection with Maharashtra InSTS n/w. at a single connection point	☐
9	Registered Title Deed as a proof of Ownership or lease rights or land use rights (as per Model Land Use Rights Agreement) for at least 50% of the land required for the renewable energy project	☐

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Check List for Documents to be submitted along-with Grid Connectivity application		
Sr. No.	**Particulars**	
	capacity upto 50 MW or for at least 25% of the land required for the renewable energy projects with capacity above 50 MW and a) An undertaking towards submission of Land Documents as per 'Format – Undertaking for Land' and b) 'Title Report' in the applicant's favour executed by a registered advocate holding inter alia clear and present vesting of land rights (ownership or lease rights or land use rights) as per 'Format – Title Report'	
10	Bank Guarantee, as applicable in the stipulated formats	☐
11	Any other applicable document (such as LoA or PPA; Documents in support of Transfer of ownership; etc.)	☐

Note: Filling up of all the columns in the above form is mandatory and for any non-applicable column please specify as "Not Applicable".

I, undersigned, hereby undertake that:

1) I have read all the terms and conditions mentioned in the Procedures laid down by the STU towards the Grant of Grid Connectivity, Open Access which are uploaded on its website: www.mahatransco.in
2) I have read and understood all the terms and conditions mentioned in the Government of Maharashtra's Prevailing Renewable Energy Policy and the Methodology for establishment of RE projects therein, Policy for development of Pumped Storage Projects (PSPs), PSPs cum LIS and co-located PSP-Solar/Other and Renewable Energy Hybrid Projects through Public-Private Partnership, Mukhyamantri Saur Krushi Vahini Yojana 2.0 issued by the Government of Maharashtra and the Government of Maharashtra's prevailing Maharashtra Green Hydrogen Policy -2023.
3) I have not obtained or applied for any other grid connectivity for this project from any other transmission licensee.
4) This Grid Connectivity stands cancelled, in case I opt for grid connectivity from any other transmission licensee.
5) As per the Clause No. 5.3 of the MERC (Transmission Open Access) Regulations, 2016, if in future there is any material change in the location of the project or change, by more than ten percent (10%) in the quantum of power to be interchanged with the Intra-State transmission system, I shall make a fresh application.
6) If in future, there is changes to application of grid connectivity already made, I shall undertake necessary actions in accordance with "Revised Procedure for grant of Grid Connectivity to projects based on Renewable Energy sources to Intra-State Transmission System."

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7) This application and the grid connectivity obtained shall be governed by the prevailing the MERC (Transmission Open Access) Regulation, 2016 and GoM Renewable Energy policy.
8) I shall submit the quarterly Progress Report till issuance of permission for synchronization from concerned SLDC.

Authorized Signatory

Place : Sign :

Name :

Date : Designation :

Seal

CE (STU) MSETCL

Format- 3 : Model Agreement between the Lead Generator and other generators seeking inter-connection with Maharashtra InSTS 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

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 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 Maharashtra. (hereinafter referred to as 'Group of Projects') and jointly seek Connectivity and LTA, to inject electrical energy at .....(Voltage level inkV)..... level from the installed capacity of … (Installed Capacity in

MW)…… of …..(Type of the Generating Plant) ……., into the 400/220/132/110/100/66kV and 33kV level of EHV substation of the MSETCL (Name of Transmission Licensee). The details of generating stations are as under:

Name	Type of Generator	Installed Capacity

(b) As per the provisions of the Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016, 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 Grid 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 Maharashtra Electricity Regulatory Commission (State Grid Code) Regulations, 2020 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 substation 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 Grid 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,

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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 th 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 substation 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.....

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.....(Name of substation). Substation 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 Grid 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 Maharashtra Electricity Regulatory Commission (State Grid Code) Regulations, 2020 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 Grid 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 Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016.

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:

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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 Grid 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 Grid 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 Grid 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 fulfil 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 of 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.

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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.

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

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

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

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

1. For and on behalf of Lead Generator

Signature: …….. Signature: ……..

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

2. For and on behalf of Company A

Signature: …….. Signature: ……..

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

For and on behalf of Company Z

Signature: …….. Signature: ……..

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

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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 substation.

B. Each Party would monetarily support/share the Lead Generator in developing a common infrastructure which may be required at the Intra-State substation 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 substation.

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 Grid 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.

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JOINT MANAGEMENT

1. **Management Committee**

1.1 The Management Committee shall review and decide upon all important matters relating to the Grant of Grid 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 Grid Connectivity and LTA format, coordinate the preparation of the technical and commercial content of the Grant of Grid Connectivity by the Parties and collate the Grant of Grid 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 Grid 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.

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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.

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Format- 4 : Application for Time extension for grant of Grid Connectivity to projects based on renewable energy sources to InSTS

1	**Name of the Applicant**	
2	**Address for correspondence**	
3	**Details of Power Project:**	
	Location of the Project *(Site, Taluka & District)*	
	Capacity of the Project (MW)	
	Type (Solar/Wind/Hybrid/Small Hydro/ESS/etc.)	
	Category as per Eligibility (Category A/Category B/Category C)	
	Grid Connectivity Letter Number and Date	
	Validity Date (as per Grid Connectivity)	
	Applied for 1st Extension or 2nd Extension?	
4	**Detailed Progress of the Project:**	
a	Private Land Acquired (in Hectares) *(Attach Index-II etc.)*	Required Land: _____Ha. Acquired Land: _____Ha. In Progress: _____Ha. ☐ Document Enclosed :
b	Substation Land Acquisition ((in Hectares) *(Attach Index-II etc.)*	Required Land: _____Ha. Acquired Land: _____Ha. In Progress: _____Ha. Document Enclosed : ☐
c	Forest Clearance for land diversion *(If applicable, attach copies)*	Received ☐ Enclosed ☐ In Approval Stage ☐
	If in approval stage, please specify:	
	Date of submission of application to Forest Authorities	
	Present Status of application	
	Expected date of approval from Forest Authorities	
d	NOC from Geology and Mining Department	Received ☐

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	(If applicable, attach copies)	Enclosed ☐ In Approval Stage ☐
	If in approval stage, please specify:	
	Date of submission of application to Geology & Mining Authorities	
	Present Status of application	
	Expected date of approval from Geology & Mining Authorities	
e	Line Route, Tower Schedule approval from MSETCL	Approved ☐ In Approval Stage ☐ Not submitted to MSET ☐
f	Scheme/SLD/Layout of evacuation arrangement approval from MSETCL	Approved ☐ In Approval Stage ☐ Not submitted ☐
g	Metering arrangement scheme and synchronization scheme approved MSLDC and MSETCL	Approved ☐ In Approval Stage ☐ Not submitted ☐
h	LOA for supply of Substation equipment *(Attach copies)*	Placed ☐ Enclosed ☐ Yet to be placed ☐
i	LOA for supply for transmission line material *(Attach copies)*	Placed ☐ Enclosed ☐ Yet to be placed ☐
j	Execution of MOU/Agreement with WTG Manufacturer (for Wind Power Projects)/with PV Modules Manufacturers (for Solar Power Projects)/supply of Boilers, Turbine Generators etc (for Cogen) *(Attach copies)*	Executed with M/s. _____ on Dt. ___/___/_____.
k	Execution of MOU/Agreement with Investor *(Attach copies)*	Executed with M/s. _____ on Dt. ___/___/_____.
l	Progress Report from MSETCL's Field Office *(Attach copy)*	
5	**Proposed Date of Completion of Project**	
6	**Reason for seeking time extension** *(Please specify the reason for delay in works)*	
7	**Processing Fee Payment Details**	
	Amount	
	Details of Online Transaction:	
	Name of Bank:	
	Transaction Receipt No./ID:	

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	(Please attach Copy of receipt)	
	Date:	

Check List for Documents to be submitted along with Time Extension application			
Sr. No.	**Document**	**Enclosed Yes/No**	**Remark/Status**
1	DD/Payment receipt of Processing Fee		
2	Connection Agreement		
3	Documentary evidence for Private Land Acquired		
4	Documentary evidence for Substation Land Acquisition		
5	Forest Clearance for land diversion *(if applicable)*		
6	NOC from Geology and Mining Department *(if applicable)*		
7	Environmental clearance for the power station *(if applicable)*		
8	Water linkage *(if applicable)*		
9	EHV line Profile, Line Route, Tower Schedule approval from MSETCL		
10	Single Line Diagram and Layout approval from MSETCL		
11	Metering Arrangement Scheme approval MSLDC and MSETCL		
12	Synchronization Scheme approval MSLDC and MSETCL		
13	LOA for supply of Substation equipment		
14	LOA for supply for transmission line material		
15	Execution of MOU/Agreement with WTG Manufacturer (for WPP)/with PV Modules Manufacturers (for SPP)/Boilers, Turbine Manufacturer (for Co-gen)		
16	Execution of MOU/Agreement with Investor		
17	Progress Report from MSETCL's Field Office		
18	Any other document supporting progress of the project		
19	Action plan and time schedule for completion of the project		

Note: Filling up of all the columns in the above form is mandatory and for any non-applicable column please specify as "Not Applicable".

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I unequivocally confirm that I am complying the terms & conditions mentioned in Grid Connectivity letter and executing the scope of works accordingly. If time extension is granted I, undersigned, hereby undertake that:

1) I am aware that, maximum two time extensions (each of six months only) after completion of validity as mention in grid connectivity letter, may be issued depending on the project progress. If the project is not completed within the said extended time frame, the Grid Connectivity will be cancelled and the commitment fee paid against the said project will be forfeited.
2) I have verified the above mentioned information & documents attached and the same are in order.
3) I shall complete all the works within extended time frame.

Encl.: Documents as above.

Authorized Signatory

Place : Sign :

Name :

Date : Designation :

Seal

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Format- 5 : Progress Review Report by the projects based on renewable energy sources of Grid Connectivity

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

Monitoring Parameters for Grid Connectivity		
Sr. No.	**Monitoring Items**	**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 hectare): Land Acquired (in hectare): **Status (%):** In progress (in hectare): Attach Documents (Index-II etc.):
6	Acquisition of Land for renewable generating station	Land Required (in acres): Land Acquired (in acres): **Status (%):** Attach Documents (Index-II etc.):
7	Details of Financial Closure	Date of application: Status of Financial closure: Date of Financial Closure: Date of release of funds: Attach Documents (including Undertaking):
8	Final Route Survey of Dedicated Transmission Line	Route Survey Report to be submitted **Status:** Approved/In approved Stage/Not 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 Grid Connectivity Grantee	(i) Planned capacity: (ii) Voltages, MVA Capacity, No. & Rating of Transformers:

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Monitoring Parameters for Grid Connectivity		
Sr. No.	**Monitoring Items**	**Status#**
		(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 Grid Connectivity Grantee	Planned Capacity: Details of contract/contract packages: Date of Award of EPC contract: Progress of generating station: Expected date of Commissioning:

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Format- 6 : Application for Final grant of Grid Connectivity to projects based on renewable energy sources to InSTS

1	**Applicant Details**	
	Name of the applicant applying for Grid Connectivity on InSTS	
2	Address (Registered)	
	Address for correspondence:	
3	**Authorized Signatory and Contact Person:** *(Please attach Authorization Affidavit/Letter)*	
	Name	
	Designation	
	Phone Number	
	Mobile Number	
	E-mail Id	
4	**Details of the Generation Project**	
	Location of Project *(Site, Village, Taluka, District, State)*	
	Co-ordinates of location of plant/Pooling S/s. at generation site *(Latitude & Longitude)*	
	Total Project Capacity (MW):	
	Type of Generation: *(Solar/Wind/Hybrid/Small Hydro/ESS/etc.)*	
5	**Details of Point of Injection:**	
	Name of Transmission Licensee with whom system connection is required	
	Name of EHV Substation or EHV Line to which Project is being inter-connected	
	Voltage Level of Inter-connection	
	Details of Inter-connection arrangement (S/C or D/C, feeder length in km, conductor type)	
	Generation Voltage and Step-up Voltage (kV)	
	Details of feeder protection on outgoing feeders to be connected to Transmission Licensee system for evacuation of power.	
	Attach Single Line Diagram of Point of Injection	
	Attach Copy of Single Line Diagram and layout of power station, switch yard	

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6	**COMMISSIONING SCHEDULE & COD of units**					
1	Unit (MW)	Unit Size (MW)	Date of Work Commencement	Work Completion Date	Date of Synchronization (Scheduled)	Scheduled Commercial Operation Date (COD)
7	**CERTIFICATION & CONFIRMATION**					
1	Copy of Power Purchase Agreement/MoU for Power Purchase					
2	Consent from the concerned Distribution Licensee for drawl of infirm power					
3	Confirmation to the effect that all conditions outlined in the Connection Agreement, Site Responsibility Schedule shall be complied with by the user applying for new connection or modification of existing connection					
4	Confirmation to the effect that Standard Planning Data (Generation) in compliance to the State Grid Code for new connection					
5	Detailed Planning Data (Generation) in compliance to the					
11	**Commitment Fee Payment Details, if applicable**					
	Details of Amount Deposited (Energy source- Capacity : Amount)					
	Details of Online Transaction:					
	Name of Bank:					
	Transaction Receipt No./ID: *(Please attach Copy of receipt)*					
	Date:					
	Bank account details for refund, if eligible					
	Beneficiary Account Number					
	Beneficiary Account Name					
	IFSC Code					
	Name of Bank					
	Name of Branch					

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Check List for Documents to be submitted along with Final Grid Connectivity application		
Sr. No.	**Particulars**	
1	Connection Agreement	☐
2	Site Responsibility Schedule & Equipment details	☐
3	Work Completion Report from MSETCL's concerned Superintending Engineer towards:	
	Evacuation Arrangement	☐
	Scope of Works at MSETCL's Substation	☐
	ABT meter installation & testing report	☐
	SCADA/RTU-DC installation & commissioning report	☐
4	Approved copy of Single Line Diagram and Layout	☐
5	Approved copy of Metering Arrangement Scheme	☐
6	Approved copy of Synchronization Scheme	☐
7	Confirmation of AMR facility integration control center at MSLDC.	☐
8	Confirmation of visibility of Generation to SLDC for real time monitoring	☐
9	Agreement/consent from concerned Distribution Utility towards drawal of Start-up power. ***OR*** Affidavit (In case, developer is arranging for own power supply)	☐
10	Document showing unique registration number generated after registering the above generating unit with CEA online registration portal.	☐

Note: Filling up of all the columns in the above form is mandatory and for any non-applicable column please specify as "Not Applicable".

I, undersigned, hereby undertake that:

i) I have verified the above mentioned information & documents attached and the same are in order.

ii) As per CEA (Technical standards for Grid Connectivity to the Grid) (Amendment) Regulation, 2019, after synchronization of project, I will carry out the measurement of Harmonics, Direct Current (DC) injection & Flicker at Point of Common Coupling (PCC) and submit the measurement results to Chief Engineer (SLDC), Airoli, Navi Mumbai at least once in a year.

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iii) As per MERC (Forecasting, scheduling and Deviation settlement for Solar & Wind Generation) Regulation 2018, as amended from time to time and procedures framed thereunder, before synchronization of the generation, I will complete the formality of appointment of QCA, payment of Corpus amount to MSLDC through QCA etc. in coordination with MSLDC.

iv) Whenever required, I shall furnish the Planning and existing data in the prescribed formats.

Authorized Signatory

Place : Sign :

Name :

Date : Designation :

Seal

CE (STU) MSETCL

Format- 7 : Application for Change of Name (without change in ownership) /Address change

A	**Details as per "Final Grid Connectivity Letter" issued by STU**	
1	**Applicant Details**	
	Final Grid Connectivity Letter Number and Date	
	Name of the applicant	
	Address (Registered):	
	Address for correspondence:	
	PAN Number	
	GST Number	
2	Details of the Generation Project	
	Location of Project *(Site, Village, Taluka, District, State)*	
	Co-ordinates of location of plant/Pooling S/s. at generation site *(Latitude & Longitude)*	
	Total Project Capacity (MW):	
	Type of Generation:	
3	Name of Transmission Licensee with whom system is connected	
	Name of EHV Substation or EHV Line to which Project is inter-connected Voltage Level of Inter connection	
	Details of Inter-connection arrangement (S/C or D/C, feeder length in km, conductor type)	
	Generation Voltage and Step-up Voltage (kV)	
	Details of feeder protection on outgoing feeders connected to Transmission Licensee system for evacuation of power.	
B	**Request for change of name/change in address**	
	Reason for such change	
	Details of Authorized Signatory and Contact Person: *(Please attach Authorization Affidavit/Letter)*	
	Authorized Signatory and Contact Person:	
	Designation	
	Phone Number	
	Mobile Number	
	E-mail Id	
C	**Change in details sought**	
	Address (Registered):	
	Address for correspondence:	

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	PAN Number	
	GST Number	
2	Details of the Generation Project	
	Location of Project *(Site, Village, Taluka, District, State)*	
	Co-ordinates of location of plant/Pooling S/s. at generation site *(Latitude & Longitude)*	
	Total Project Capacity (MW):	
	Type of Generation:	
3	Name of Transmission Licensee with whom system is connected	
	Name of EHV Substation or EHV Line to which Project is inter-connected	
	Voltage Level of Inter-connection	
	Details of Inter-connection arrangement (S/C or D/C, feeder length in km, conductor type)	
	Generation Voltage and Step-up Voltage (kV)	
	Details of feeder protection on outgoing feeders connected to Transmission Licensee system for evacuation of power.	
D	**Service Fee Payment Details**	
	Amount	
	Details of Online Transaction:	
	Name of Bank:	
	Transaction Receipt No./ID: *(Please attach Copy of receipt)*	
	Date:	

Check List for Documents to be submitted along-with Grid Connectivity application		
Sr. No.	**Particulars**	
1	Authorization Letter/Affidavit	☐
2	MEDA No Objection Certificate	☐
3	Payment receipt of Service Fee	☐
4	Certified true copy of Board Resolution authorizing a designated person for filing of application, where applicant is a company	☐
5	Board Resolution for Request for change of name/change in address	☐
6	No Objection Certificate from Distribution Licensee/Buyer	☐
7	Certificate of Registrar or Order of Court, if applicable	☐

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Check List for Documents to be submitted along-with Grid Connectivity application		
Sr. No.	**Particulars**	
8	Undertaking on Non-Judicial Stamp paper of Rs. 500/- of the Government of Maharashtra stating that a) I undertake that all the documents submitted at any stage of application or grant are and shall be original and true copies of their respective originals. b) I undertake and confirm that the documents regarding land rights submitted at any stage of the application or grant shall bear clear and existing vesting of land rights including the rights to use and possess the land in favour of applicant at the time of submission of land documents. Further, that the land rights acquired correspond with the life of the project. **(Strikeout if land route or land BG route is not chosen)** c) I am aware that if any falsity/inaccuracy /incorrectness is detected at any stage of application or grant in the documents/statements /undertaking etc., the application itself or the grant of Grid Connectivity shall be liable for cancellation along with all associated consequences in this regard, including encashment of bank guarantee and any other suitable action deemed fit under the law. d) I agree that all legal and financial liability /obligations will be responsibilities of applicant and STU/MSETCL will not be held responsible. e) I also agree to indemnify and keep indemnified and harmless STU and its affiliates and their respective successors and assigns from and against any and all actions, claims, proceedings, suits and judgments, damages and losses, all costs, charges and expenses relating thereto including those arising out of any false representation or breach or failure by Applicant, to comply with any Regulatory or contractual requirements.	☐
9	Any other document	☐

Note: Filling up of all the columns in the above form is mandatory and for any non-applicable column please specify as "Not Applicable".

I, undersigned, hereby undertake that:

CE (STU) MSETCL

I have read all the terms and conditions mentioned in the Procedures laid down by the STU towards the Grant of Grid Connectivity, Open Access which are uploaded on its website: www.mahatransco.in

Authorized Signatory

Place : Sign :

Name :

Date : Designation :

Seal

CE (STU) MSETCL

Format 8: Undertaking for Land

----------On Company letter head----------

Undertaking for Land Requirement

Dated: _____

1. Name & address of the Applicant Company	
2. Name & location of the project	
3.Project Capacity for which Connectivity applied	Solar: .....MW Wind: .....MW ESS: .....MW Total..... MW
4.Total Land Required for the project (for 100% of project capacity for which Connectivity is sought)	Solar: ..... (@ min 3 Acres/MW) Wind: *..... ESS:..... Acres/MW Total land required:.....Acre
5.Total land rights acquired via Ownership or lease rights or land use rights	Ownership :..... Acres Lease Rights:.....Acres Land Use Rights:.....Acres Total Land Acquired:....Acres

*For wind projects, 0.25 Acre/MW land shall be suitable for installation of wind project considering the distance between WTGs and contiguous land @ 0.25 Acre/MW will not be acceptable.

It is certified that as on date of application:

1. The applicant has acquired the land as per above details for the subject project.
2. The land is in possession of the applicant.
3. The applicant has absolute right to start construction of the project on the land acquired.
4. No other party has any right whatsoever w.r.t. above land for the entire duration of the project life.

A title report prepared by the registered advocate towards verification of the land documents is also being submitted separately.

Further, it is also certified that the land has not been/will not be used for any project/purpose other than the above-mentioned project.

I submit that land rights acquired via Ownership or lease rights or land use rights is more than or equal to 50% of the land required for the capacity for which Connectivity is sought. I also submit that all the details given here are true and correct and nothing material has been concealed thereof.

CE (STU) MSETCL

I am aware that if at any stage any falsity /inaccuracy /incorrectness is detected in the documents /statements, the application itself or the grant of Grid Connectivity shall be liable for cancellation along with all associated consequences in this regard, including encashment of bank guarantee and any other suitable action deemed fit under the law.

Sign & company seal/stamp

Name:

Designation of authorized signatory:

CE (STU) MSETCL

Format 9: Title Report

---Advocate letter head (with complete address and registration/enrolment no.) ---

Dated:

Title Report

To,

State Transmission Utility
Maharashtra State Electricity Transmission Co. Ltd.
Prakashganga, Plot No.C-19, E-Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai – 400051 India

Subject: Title report (Due Diligence Report) of the land use rights of M/s _____

Dear Sir,

We have prepared and furnished due title report diligence reports confirming the land use rights of M/s _____ on various land parcels measuring ___ Acres situated at _____ Village, _____ District, _____ State through registered land documents for the development of ___ MW (capacity for which Connectivity is sought) Wind/Solar/Hybrid power project.

The details of the properties over which M/s_____ holds clear title and possession via _____ (registered lease deed, sale deed etc) is attached as **Appendix-I**.

I certify that I have conducted the title verification on the identified land for a period of ___*<insert no. of years>*___ (minimum 30 years) considering the following.

- Pending litigations, acquisition proceedings (initiated or proposed), in relation to each parcel of the identified land and the use of the land as agricultural/residential/industrial/grazing land/tribal land, etc.
- Charge recorded against the identified land found during search conducted at the office of the respective jurisdictional sub-registrar where the identified land is located;
- Restrictions on land pertaining to: the applicability of any ceiling restrictions; applicable tenancy laws; sale by member of a scheduled caste/tribe; requirement of conversion of land and application status if conversion is required; applicability of local rules promulgated under the Land Acquisition Act, 2013; or any other local law applicable on the identified land;

Based on the above searches and verifications of all relevant documents, I certify that M/s _____ have clear and present vesting of land rights through registered documents (ownership or lease rights or land use rights) on various land parcels measuring total ___ Acres situated at _____ Village, _____ District, _____ State.

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I certify that I have personally searched & verified the above land documents and statements/information furnished in this report are correct and true to the best of my knowledge. The Title report reflects the correct position of the land as on the date of its issuance.

I am aware that if at any stage any falsity /inaccuracy /incorrectness is detected in this report, I shall be liable for all associated consequences in this regard.

Yours truly,

Name, Sign & Stamp of registered advocate Counter Sign by applicant

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Detail of land documents available for the project (Certified by advocate) (Appendix-I to Format – Title Report)

Sl. No.	Land Owners Name	Start & End Page No. of paginated land document*	Area as per Land Documents (Acre)# (maximum upto 2 decimal points)	Village Name, Tehsil/Taluka, District	Khasra/ Survey/ Gut No.	Unique Registration No.	Date of Registration (DD.MM.YY)	Nature of Land Rights [sale deed/ lease deed etc.]	Agreement Period (From/To Duration)
1.	Name-1	1-40							
2.	Name-2	41-87							
3.									
Total Area (Acre)									

* : Every page of the land documents shall be uniquely numbered

\# : Applicant to ensure that area in Acre is mentioned in the respective land documents and in the above table. Conversion rate from Hectare to Acres may be considered as 1 Hectares = 2.471 Acres.

Applicant is advised to highlight the above information in respective land documents.

Note: Insert as many lines in the above table based on the number of land parcels are being submitted.

Sign & seal/stamp of advocate

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Format 10: Proforma of Land Bank Guarantee

(Please refer "Instructions to the Applicants" mentioned below)

(To be stamped in accordance with the Stamp Act)

Ref. ..... Bank Guarantee No.: .....

Date: .....

To,
State Transmission Utility
Maharashtra State Electricity Transmission Co. Ltd.
Prakashganga, Plot No.C-19, E-Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai – 400051 India

Dear Sirs,

In consideration of the State Transmission Utility, (hereinafter referred to as the "STU" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having assigned by MERC to process grid Connectivity applications as per "Revised Procedure for grant of Grid Connectivity to the projects based on Renewable Energy Sources to Intra-State Transmission System" herein after referred to as "PROCEDURE FOR GRID CONNECTIVITY" and M/s ..... (name of applicant) who has applied for Connectivity with its Registered /Head office at ..... (hereinafter referred to as the "APPLICANT" which expression shall unless repugnant to the context or meaning thereof, include its include its successors, administrators, executors and assigns) AND WHEREAS as per "PROCEDURE FOR GRID CONNECTIVITY", APPLICANT is required to furnish a Bank Guarantee) for a sum of Rs. ...../- (Rupees ..... Only) as a security for fulfilling its commitments to STU as stipulated under the aforementioned Procedure.

WHEREAS it has been agreed by the APPLICANT that in case of failure to submit stipulated documents as a proof of Ownership or lease rights or land use rights as stipulated in PROCEDURE FOR GRID CONNECTIVITY and in abiding various terms and conditions required as per PROCEDURE FOR GRID CONNECTIVITY on the subject, STU shall have the right to collect at the rate of Rs. 10,00,000/MW (Rupees Ten Lakh only/MW) for total quantum of connectivity upto 1000 MW and Rs. 100 Cr. Plus Rs. 5,00,000/MW (Rupees Five Lakh only/MW) for quantum of connectivity over and above 1000 MW.

We ..... (Name & Address of the Bank having its Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors

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and assigns) do hereby guarantee and undertake to pay the STU on demand any and all monies payable by the APPLICANT to the extent of Rs. ……../- as aforesaid at any time up to .....**..... (days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the APPLICANT.

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

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

The Bank also agrees that the STU at its option shall be entitled to enforce this Guarantee as a principal debtor, in the first instance without proceeding against the APPLICANT and not withstanding any security or other guarantee the STU may have in relation to the APPLICANT's liabilities.

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

Notwithstanding anything contained herewith:

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i. Our liability under this Bank Guarantee shall not exceed Rs ----- 000/- (Rupees ----- Only).

ii. The Bank Guarantee shall be valid up to (minimum 1 year from the last date of month in which application has been submitted) ……. and claim period is ------ (minimum 1 year from date of validity of bank guarantee)

iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before …… (date of expiry of claim period of Guarantee) in ……. (name and address of branch of Bank in Mumbai)

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

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

WITNESS

Signature: …….. Signature: ……..

Name: …… Name: ……

(Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No. ……

Date ……

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Check List duly signed by issuing Bank to be provided along with Bank Guarantee

Bank Guarantee No…….. dated……

Sr. No.	Checking Parameters	Yes or No (Please Tick)	Deviation if any with reasons
1	Whether the Bank Guarantee text is as per stipulated Format	Y/N	
2	Whether the Stamp Paper of Appropriate value is purchased by Bank with Bank as first Party and State Transmission Utility as second Party	Y/N	
3	Whether the Bank Guarantee has signatures of Two Witness with their Names and addresses	Y/N	
4	Whether the Bank Guarantee has Signature of the BG issuing Bank official along with designation, official stamp, branch address & specific code of the official.	Y/N	
5	Whether the Bank Guarantee is issued by scheduled commercial bank recognized by Reserve Bank of India, in favor of State Transmission Utility	Y/N	
6	Whether the Bank Guarantee is payable at any of the bank branch situated in Mumbai	Y/N	
7	Whether the Bank Guarantee is issued through Trade Finance Portal.	Y/N	
8	Whether the Bank Guarantee is issued with SFMS	Y/N	
9	Whether the Bank Guarantee validity period is as per intimation of grant/Procedure	Y/N	
10	Whether the Claim date is minimum 365 days beyond the date of expiry of BG	Y/N	
11	Whether the Bank has provided name, mobile number, email address of its officer with complete postal address with pin code where BG is to be verified, claim is to be lodged and for any further future correspondences for rectification /renewal/ discharge /encashment of BG.	Y/N	

Signature & Name of authorized person

Bank Stamp

Date

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Instructions to the Applicants

The BGs to be issued should comply with the following criteria:

1. Bank Guarantee text should be strictly as per stipulated Format.
2. Stamp Paper to be purchased by Bank with Bank as first Party and State Transmission Utility as second party.
3. Bank Guarantee to be submitted should have signatures of Two Witness with their Names and addresses.
4. Bank Guarntee shall have Bank official's Signature with Designation, Official Stamp and Address
5. Attorney (as per Power of Attorney) number with date.
6. BG shall be issued by any scheduled commercial bank recognized by Reserve Bank of India, in favor of State Transmission Utility.
7. Claim for BG is to be lodged in the bank branch situated in Mumbai only. Further, BG shall be payable at any of the bank branch situated in Mumbai.
8. SFMS alongwith Bank Guarantee is to be provided.
9. Claim date should be one year later than the expiry date of the BG.
10. Bank should provide name, mobile number, email address of its officer with complete postal address with pin code where BG is to be verified, claim is to be lodged and for any further future correspondences for rectification /renewal /discharge /encashment of BG.
11. For BG verification using SFMS facility, the following methodology is to be adopted.
    a) At the time of issuance of BG (including its extensions), in order to avail BG verification through SFMS facility, the issuing Bank will input the IFSC code of the Beneficiary Bank i.e. STU's bank namely Bank of Maharashtra (MAHB0000311) in Advising field in their Trade Finance Portal for BG issue. The details of STU account details are as below:
        a. Account holder's name: Maharashtra State Electricity Transmission Company Ltd.
        b. Current A/c No.: 60418650017
        c. Name of the Bank: Bank of Maharashtra
        d. Branch Address: Andheri (East), Mumbai 400069
        e. IFSC: MAHB0000311
        f. Branch Code: _____
    b) Following additional paragraph regarding issuance of Bank Guarantee through SFMS Platform consisting of the following should be added at the end of the proforma of the Bank Guarantee (i.e., end paragraph of the Bank Guarantee preceding the signatures of the issuing authority of the BG)
    "This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

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c) The BG should be issued through SFMS facility to the extent possible. In cases where SFMS feature is not activated, the same shall be confirmed by the issuing bank. In such cases, the BGs will be issued by Banks through their Trade Finance Portal and verification of the same will be done through paper based BG confirmation.

12. The applicant shall submit the Check List duly signed by issuing Bank as given below along with the Bank Guarantee.

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Format- 11 : Proforma of Grid Connectivity Bank Guarantee

(Please refer "Instructions to the Applicants" mentioned below)

(To be stamped in accordance with the Stamp Act)

Ref. ..... Bank Guarantee/POI No.: .....

Date: .....

To,
State Transmission Utility
Maharashtra State Electricity Transmission Co. Ltd.
Prakashganga, Plot No.C-19, E-Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai – 400051 India

Dear Sirs,

In consideration of the State Transmission Utility, (hereinafter referred to as the "STU" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having assigned by MERC to process grid Connectivity applications as per "Revised Procedure for grant of Grid Connectivity to the projects based on Renewable Energy Sources to Intra-State Transmission System" has indicated to furnish Connectivity Bank Guarantee vide intimation no. ..... dated ..... to M/s..... (Name of APPLICANT) with its Registered/Head office at... ..... (hereinafter referred to as the "APPLICANT" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns).

WHEREAS it has been agreed by the APPLICANT that the said Bank Guarantee (BG) shall be returned or encashed in terms of "Revised Procedure for grant of Grid Connectivity to the projects based on Renewable Energy Sources to Intra-State Transmission System".

AND WHEREAS as per "Revised Procedure for grant of Grid Connectivity to the projects based on Renewable Energy Sources to Intra-State Transmission System" the APPLICANT is required to furnish a Bank Guarantee) for a sum of Rs. ----------/- (Rupees Only) as a security for fulfilling its commitments to STU as stipulated under the aforesaid Procedure.

We ..... (Name & Address of the Bank having its Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the STU on demand any and all monies payable by the APPLICANT to the extent of Rs. -------/- as aforesaid at any time up to

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..... **(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the APPLICANT.

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

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

The Bank also agrees that the STU at its option shall be entitled to enforce this Guarantee as a principal debtor, in the first instance without proceeding against the APPLICANT and not withstanding any security or other guarantee the STU may have in relation to the APPLICANT's liabilities.

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

Notwithstanding anything contained herewith:

iv. Our liability under this Bank Guarantee shall not exceed Rs ----- 000/- (Rupees ----- Only).

v. The Bank Guarantee shall be valid up to ..... And claim period is ------ (minimum 1 year from date of validity of bank guarantee)

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vi. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……(date of expiry of claim period of Guarantee) in ……. (name and address of branch of Bank in Mumbai)

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

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

WITNESS

Signature: …….. Signature: ……..

Name: …… Name: ……

(Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No.

Date ……

Check List duly signed by issuing Bank to be provided along with Bank Guarantee

Bank Guarantee No…….. dated……

Sr. No.	Checking Parameters	Yes or No (Please Tick)	Deviation if any with reasons
1	Whether the Bank Guarantee text is as per stipulated Format	Y/N	
2	Whether the Stamp Paper of Appropriate value is purchased by Bank with Bank as first Party and State Transmission Utility	Y/N	
3	Whether the Bank Guarantee has signatures of Two Witness with their Names and addresses	Y/N	
4	Whether the Bank Guarantee has Signature of the BG issuing Bank official along with designation, official stamp, branch address & specific code of the official.	Y/N	
5	Whether the Bank Guarantee is issued by scheduled commercial bank recognized by Reserve Bank of India, in favor of State Transmission Utility	Y/N	
6	Whether the Bank Guarantee is payable at any of the bank branch situated in Mumbai	Y/N	
7	Whether the Bank Guarantee is issued through Trade Finance Portal.	Y/N	
8	Whether the Bank Guarantee is issued with SFMS	Y/N	
9	Whether the Bank Guarantee validity period is as per intimation of grant/Procedure	Y/N	
10	Whether the Claim date is minimum 365 days beyond the date of expiry of BG.	Y/N	
11	Whether the Bank has provided name, mobile number, email address of its officer with complete postal address with pin code where BG is to be verified, claim is to be lodged and for any further future correspondences for rectification /renewal/ discharge /encashment of BG.	Y/N	

Signature & Name of authorized person

Bank Stamp

Date

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Instructions to the Applicants

The Grid Connectivity BGs to be issued should comply with the following criteria:

1. Bank Guarantee text should be strictly as per stipulated Format.
2. Stamp Paper to be purchased by Bank with Bank as first Party and State Transmission Utility as second party.
3. Bank Guarantee to be submitted should have signatures of Two Witness with their Names and addresses.
4. Bank Guarntee shall have Bank official's Signature with Designation, Official Stamp and Address
5. Attorney (as per Power of Attorney) number with date.
6. Grid Connectivity BG shall be issued by any scheduled commercial bank recognized by Reserve Bank of India, in favor of State Transmission Utility.
7. Claim for BG is to be lodged in the bank branch situated in Mumbai only. Further, BG shall be payable at any of the bank branch situated in Mumbai.
8. SFMS alongwith Bank Guarantee is to be provided.
9. Claim date should be one year later than the expiry date of the BG.
10. Bank should provide name, mobile number, email address of its officer with complete postal address with pin code where BG is to be verified, claim is to be lodged and for any further future correspondences for rectification /renewal /discharge /encashment of BG.
11. For BG verification using SFMS facility, the following methodology is to be adopted

b) At the time of issuance of BG (including its extensions), in order to avail BG verification through SFMS facility, the issuing Bank will input the IFSC code of the Beneficiary Bank i.e. STU's bank namely Bank of Maharashtra (MAHB0000311) in Advising field in their Trade Finance Portal for BG issue. The details of STU account details are as below:

a. Account holder's name: Maharashtra State Electricity Transmission Company Ltd.
b. Current A/c No.: 60418650017
c. Name of the Bank: Bank of Maharashtra
d. Branch Address: Andheri (East), Mumbai 400069
e. IFSC: MAHB0000311
f. Branch Code: _____

d) Following additional paragraph regarding issuance of Bank Guarantee through SFMS Platform consisting of the following should be added at the end of the proforma of the Bank Guarantee (i.e., end paragraph of the Bank Guarantee preceding the signatures of the issuing authority of the BG)

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

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e) The BG should be issued through SFMS facility to the extent possible. In cases where SFMS feature is not activated, the same shall be confirmed by the issuing bank. In such cases, the BGs will be issued by Banks through their Trade Finance Portal and verification of the same will be done through paper based BG confirmation.

12. The applicant shall submit the Check List duly signed by issuing Bank as given below along with the Bank Guarantee.

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Format 12: Land Use Rights Agreement

(To be executed on a Non-Judicial Stamp paper of appropriate value)

THIS "Land Use Right Agreement ("Agreement") is executed at _____ on this ____ day of _____, 2025

BETWEEN

Mr. _____, (Aadhar No. _____), an adult, Indian Inhabitant, residing at_____, **Taluka- _____, District_____,** hereinafter referred to as "Transferor" (which expression shall unless repugnant to the subject or context shall mean and include his heirs, legal representatives, executors, administrators and permitted assigns). **(HEREINAFTER CALLED AS "TRANSFEROR")**

AND

M/s. _____, a Company registered under the provisions of the Companies Act, 2013 and having its Registered Office at _____(PAN No: _____) through its Authorized Representative, _____**s/o.**_____**, Age-___yrs., Occupation- _____,** duly authorized *vide* Board Resolution dated _____hereinafter referred to as the **"Transferee/Grid Connectivity Applicant"** of the **OTHER PART**.

The Transferor and the Transferee/Grid Connectivity Applicant shall hereinafter be individually referred to as 'Party' and collectively as 'Parties'.

WHEREAS the Transferor has represented to the Transferee/Grid Connectivity Applicant that the Transferor is absolutely seized and possessed of the Scheduled Property of **land areas_____(acres)** bearing Registration/Khasra/Land Record No. _____**, of village _____, Tal.- _____, Dist._____, State-_____,** hereinafter referred to as the **"Scheduled Property"**

AND WHEREAS the Transferee/Grid Connectivity Applicant is a Renewable Energy Generating station (other than hydro generating station)/Energy Storage System (other than PSP)/Renewable Power Park Developer (tick the appropriate) in India, and is engaged in the business of generation/storage of _____ (Wind Power/Solar Power/Hybrid/energy) power OR in the business of development of Renewable Power Park in India,

AND WHEREAS, the Transferee/Grid Connectivity Applicant intend to set up ____(name & nature of the RE project/power park)_____ and other related equipment in and around bearing

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Registration/Khasra/Land Record No. _____, **of village** _____, **Tal.-** _____, **Dist.**_____, **State-**_____, hereinafter referred to as the **"The Project"**

AND WHEREAS the Transferee/Grid Connectivity Applicant is desirous of applying for grant of InSTS connectivity by making an application to the State Transmission Utility (hereinafter "STU") in terms of the provisions of the Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016 (hereinafter "TOA Regulations"), applicable procedures, STU advisory (if any), etc., and that to this end, the present agreement is being entered into to satisfy the eligibility conditions for grant of connectivity (under Clause no. 5.3 of "Revised Procedure for grant of Grid Connectivity to the projects based on Renewable Energy Sources to Intra-State Transmission System").

AND WHEREAS the Transferee/Grid Connectivity Applicant require the **Scheduled Property** for the purpose of installation, operation and maintenance of **the project** and has therefore, approached the **Transferor** for the **Land Use Rights** of the Scheduled Property. The **Transferor** has agreed to give Land Use Rights of the Scheduled Property to the Transferee/Grid Connectivity Applicant for this purpose. Land Use Rights shall be for a period of **...years & ...months** starting from the date of this agreement i.e. from DD/MM/YYYY to DD/MM/YYYY *(the period should reasonably corresponding to the life of the project and not less than twenty-five years in any case)*, hereinafter referred to as **"the Agreement Period"**, on the terms and conditions hereinafter contained. The **Scheduled Property** falls under the jurisdiction of Sub-Registrar Office, _____ in the Registration District of _____.

THE **"Transferors"** are the owners of the **Scheduled Property** which is a part of the bigger land parcel admeasuring about _____**acres** bearing Registration/Khasra/Land Record No. _____ of the village _____, Taluka - _____, District ---, State_____.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree to the following terms and conditions governing the agreement contemplated herein:

1. **REPRESENTATIONS AND WARRANTIES**

a. The Transferee/Grid Connectivity Applicant represents to the Transferor that-

i. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized by all requisite corporate actions to do so;

ii. It has all necessary statutory and regulatory permissions, approvals and permits for the purpose of carrying on its activities at the Scheduled Property;

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iii. It will provide such cooperation as the Transferor reasonably requires in order to give full effect to the provisions of this Agreement;

iv. The Transferee/Grid Connectivity Applicant acknowledges the provisions of the TOA Regulations, the applicable detailed procedure, STU advisory (if any), applicable MERC Orders, etc. and the appropriate consequences in event of any defaults.

b. The Transferor represents and warrants to the Transferee/Grid Connectivity Applicant that

i. That the Transferor is in exclusive and undisputed possession of the **Scheduled Property**. The **Scheduled Property** is free from all sorts of claims, encumbrances, charges, mortgages, liens whatsoever and the same is not the subject matter of any pending or threatened litigation, governmental investigation or any land acquisition proceedings.

ii. That the Transferor represents that the **Scheduled property** does not come under any forest land and /or any notified land;

iii. The Transferor has not received any notice in respect of breach of any of the provisions of law in connection with the **Scheduled Property** or any part thereof from any competent or local authority;

iv. The Transferor has not entered into any agreement, arrangement or understanding with any third party for sale, sub-lease, leave and license, mortgage, liens etc. of the **Scheduled Property** or any part thereof. No claims of any third party /parties of any kind whatsoever, subsist in respect of the **Scheduled Property**. It is further represented that the Transferor has not made any Will or gifted the scheduled property in any manner or any part of the **scheduled property;**

v. The Transferor has not done, omitted or suffered to be done and hereby undertake that the Transferor shall not, during the subsistence of this Agreement, do or omit or suffer to be done any act, whereby the right of the Transferee/Connectivity Applicant to hold possess and enjoy the **Scheduled Property** under this Agreement can be determined, extinguished or avoided;

vi. The **Scheduled Property** is not prohibited from being used as per the requirements of the Transferee/Grid Connectivity Applicant;

vii. The Transferor is in sole and exclusive possession of the **Scheduled Property**;

viii. The Transferor acknowledges that this agreement is executed for the sole purpose of grant of connectivity to the Transferee/Grid Connectivity Applicant and installation, operation and maintenance of **the project**.

c. Both the Parties represent that the execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any existing Agreement by any Party.

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2. USAGE OF THE OF SCHEDULED PROPERTY

PURPOSE

a. The Transferee/Grid Connectivity Applicant is desirous of applying for grant of InSTS connectivity by making an application to the State Transmission Utility in terms of the provisions of the Maharashtra Electricity Regulatory Commission (Transmission Open Access) Regulations, 2016 (hereinafter "TOA Regulations"), applicable procedures, STU advisory (if any), etc. To this end, the present agreement is being entered into, for establishment/development of the RE generation project/power park/ESS, and to enable to Transferee/Connectivity Applicant to satisfy the eligibility conditions for grant of connectivity (under Clause no. ____/Clause no. ____ of "Revised Procedure for grant of Grid Connectivity to the projects based on Renewable Energy Sources to Intra-State Transmission System").

b. In pursuance of this Agreement and in consideration of the usage fees hereby reserved and of the covenants and conditions herein contained and on the part of the Transferee/Grid Connectivity Applicant to be paid, observed and performed, the Transferor does hereby give unto the Transferee/Connectivity Applicant the **Scheduled Property** consisting of all that piece or parcel of land **an area ___ acres** as described in the Schedule attached with this Agreement, together with all easements and appurtenances whatsoever belonging or appertaining to the **Scheduled Property**, for the purpose of installation, operation and maintenance of **the Project** to the Transferee/Grid Connectivity Applicant.

(Please annex the land map – Naksha issued by the Patwari or equivalent person duly signed by the Tehsildar)

c. The Transferor has, simultaneously with the signing of this Agreement, given physical possession of the **Scheduled Property** & granted access to the Transferee/Grid Connectivity Applicant and its authorized representatives inside the Scheduled Property and to the Scheduled Property and has also permitted the authorized representatives of Transferee/Grid Connectivity Applicant to commence and carry out all types of construction, installation, cabling, ducting, flooring activities, to dig trenches, earth pits, manholes, gutters, chambers, as necessary and to carry out all other plumbing, civil/mechanical and electrical works that are deemed necessary by the Transferee/Grid Connectivity Applicant, for the installation of **the Project** and other equipment as per the sole discretion of the Transferee/Grid Connectivity Applicant from time to time. The Transferor shall permit the Transferee/Grid Connectivity Applicant to put its logo, signages, glow-signs, hoardings, etc. as and when required by the Transferee/Connectivity Applicant at no additional cost /fees.

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d. There shall be:
   i. an absolute Land Use Rights,
   ii. right to actual physical, peaceful, vacant, immediate and exclusive possession, and
   iii. right to alienate others,

   with the Transferee towards establishment of the renewable energy generation project/renewable power park/ESS, installation of any works, equipment, etc. towards construction/setting up of generation project, renewable energy power park, and obtaining connectivity.

e. The Transferor hereby agrees that the Transferee/Grid Connectivity Applicant shall be entitled to add further equipment and to replace and remove any /all existing equipment as per the technical requirements of the Transferee/Grid Connectivity Applicant at any time during the agreement period defined hereinafter.

f. The Transferor further agrees to ensure the exclusive possession, use and enjoyment by the Transferee/Grid Connectivity Applicant of the Scheduled Property throughout the **Agreement Period** without any interruption or interference by the Transferor or any person or entity claiming under the Transferor.

g. The Transferor agrees to provide to the Transferee/Grid Connectivity Applicant all the necessary documents/applications, duly signed by the Transferor, to enable the Transferee/Grid Connectivity Applicant to apply for and obtain necessary permissions & No Objection Certificates, from all concerned authorities, and further on demand, time to time.

h. The Transferor and the Transferee/Grid Connectivity Applicant further agrees that upon expiry of this Agreement, the land would be returned to the transferor having normal wear & tear after removal of Installations and machines without the Development expenses /costs.

3. TENURE OF LAND USE RIGHT AGREEMENT AND CONSIDERATION

a. The Transferor hereby agrees **TO GIVE UNTO** the Transferee/Grid Connectivity Applicant the **Scheduled Property** for the Agreement Period **YIELDING AND PAYING THEREFOR** an amount of Rs. _____/- (Rupees ……only) per Acre/per year, which amount shall hereinafter be referred to as the **"Usage Fees".** An amount of Rs. ….. (Rs……..only) shall be paid by the Transferee/Grid Connectivity Applicant to the Transferor towards Usage Fees for the **Scheduled Property** measuring …….Acre, latest by 15th March every year for the next Financial Year during the Agreement Period.

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(Incremental usages fees may be mutually agreed and included in this agreement suitably)

b. The Transferor hereby confirms and acknowledges the disbursement of the amount (equivalent to the Usage Fees for ___ years (minimum 2 years)) as stated below.

c. By paying the Usage Fees as above, the Transferee/Grid Connectivity Applicant shall be free from all claims whatsoever with regard to the Usage Fees, and shall be lawfully entitled to occupy, use and enjoy the Scheduled Property, and the Transferor shall not

Sr. No.	Name	Bank Name	Date	Cheque DD/NEFT/RTGS/Cash	Amount
1.					_____/-
2.					_____/-
				Total	

make any further demand whatsoever.

4. COVENANTS BY THE PARTIES

a. **Access to Scheduled Property –**

i. On the execution of the present agreement, the Transferor has put the Transferee/Grid Connectivity Applicant in actual physical, peaceful, vacant and exclusive possession of the Scheduled Property. The Transferor hereby agrees and undertakes to ensure 24x7x365 days unconditional, unrestricted, unfettered and unhindered rights of ingress and egress of the Transferee/Grid Connectivity Applicant and/or its employees, authorized representatives, security guards, technicians, vendors, contractors, service providers, engineers, supervisors or any other person/s authorized by the Transferee/Grid Connectivity Applicant to the Scheduled Property (including Sundays, national holidays and other holidays) with a view to install the Project and also to operate, inspect repair & maintain the equipment installed therein.

ii. The Transferor agrees and undertakes that the Transferor shall not, during the Agreement Period, make any temporary or permanent construction on the Scheduled Property or on the access/approach road to the Scheduled Property, which may, in the opinion of Transferee/Connectivity Applicant, may cause inconvenience to access the Scheduled Property.

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b. **Interpretation:**

i. Recitals shall form part of this Agreement.

ii. In this Agreement, unless the context otherwise requires, any references to words importing singular shall include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate and unincorporated.

c. **Governing Law and Jurisdiction:**

It is agreed by the Parties herein that this Agreement shall be governed by the laws of India and the respective courts at District------ and the High Court of the concerned State shall have exclusive jurisdiction regarding any issue arising out of the present agreement.

d. **Stamp Duty and Registration Fees:**

This Agreement has been duly registered with the designated Registration Authority and executed on a Non-Judicial Stamp Paper of _____ and the stamp duty of Rs. _____ and registration fees of Rs._____ in respect of execution and registration of this Agreement and all documents and writings related/incidental to the same, shall be paid by the Transferee/Grid Connectivity Applicant.

e. **Entire Agreement:**

This Agreement and the contents hereof supersede each and all agreements, arrangements, understandings, letters, correspondences representations etc. between the Parties hereto with respect to the subject matter herein.

f. **Waiver:**

The failure to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition of this Agreement or the right to subsequently enforce such term or condition in the future. The Parties agree that no provision of this agreement shall be waived off in any circumstances.

NOTE: *Any other conditions as deemed fit based on the mutual agreement between the transferor and Transferee/Connectivity Applicant may be incorporated in the agreement subject to the condition that these additional clauses shall not be in violation to this "Model Agreement" as well as the requirements of the TOA Regulations, Revised Procedure and Advisory (if any) available on STU website.*

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SCHEDULE

(Description of Scheduled Property)

All that piece, portion and parcel of land totally admeasuring about _____**acres Assessment** _____ **Rs.** _____**Paise** from which area under usage is _____ **acres** from bearing Registration/Khasra/Land Record No. ____ of the village _____ Taluka - _____, District - -----, lying and situated within the Registration District of ----- the Registration Sub-District of ----- the revenue limits of the Tahsil _____, and which is bounded as under-

North :
East :
South :
West :

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRSTABOVEWRITTEN.

Signed & Delivered by the within named
TRANSFEROR,

1. **Mrs.**_____

2. **Mr.** _____,

TRANSFEREE/GRID CONNECTIVITY APPLICANT,
Signed & Delivered by the within named
Mr.
M/S. Company Name
through its duly constituted attorney

WITNESS:

1. Name: _____
Address: _____ (Signature of the witness)

2. Name:_____
Address: _____ (Signature of the witness)
_____

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Format 13*: Undertaking for Financial Closure*

----------Company letter head----------

Dated:

Undertaking for Financial Closure

1. Application number & Date	
2. STU Intimation number & date of Grant of connectivity	
3. Quantum of Connectivity (MW)	
4. Total Project Cost (in Rs Cr.)	
(a) Amount of loan from financial institution (if any) (in Rs Cr.)	
(b) Amount of equity/funding by Connectivity Grantee (if any) (in Rs Cr.)	
(c) Amount of equity/funding from parent company of Connectivity Grantee (if any) (in Rs Cr.)	

It is certified that the financial closure details provided above w.r.t. ___ MW Wind/Solar/Hybrid power project of M/s _____ at _____, have not been/will not be used for any other project/purpose.

It is submitted that all the details given here are in compliance of Clause 9.4 of "Revised Procedure for grant of Grid Connectivity to the projects based on Renewable Energy Sources to Intra-State Transmission System". It is also submitted that the details submitted are true and correct and nothing material has been concealed thereof. I am aware that if at any stage any falsity/inaccuracy/incorrectness is detected in the documents/statements, the application itself or the grant of Grid Connectivity shall be liable for cancellation along with all associated consequences in this regard, including encashment of bank guarantee and any other suitable action deemed fit under the law.

Sign & company seal/stamp

Name:

Designation of authorized signatory:

Enclosures:

1. Board Resolution for equity/funding by Connectivity Grantee and certificate from Auditor of the company, specifying that the Connectivity Grantee has sufficient funds & will be able to deploy the requisite amount for the project under consideration (auditor certificate & Board resolution shall clearly specify the name of project.

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2. Board Resolution for equity/funding by parent company of Connectivity Grantee and Certificate from Auditor of the company, specifying that the parent company has sufficient funds & will be able to deploy the requisite amount for the project under consideration (auditor certificate & Board resolution shall clearly specify the name of project.

3. Loan sanction letter or proof of first disbursal of loan amount along with acceptance of same from Connectivity grantee.

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