

Ref. No. : BAPRE/2025-26/CERC/Comments on GNA Regulation (4th Amendment)/1205-00

Dated : May 12, 2025

To : **The Hon'ble Secretary,**
Central Electricity Regulatory Commission
6th, 7th & 8th Floors, Tower B, World Trade Centre,
Nauroji Nagar, New Delhi- 110029

Subject : Submission of comments on draft Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) (Fourth Amendment) Regulations, 2025

Kind Attn. : Shri Harpreet Singh Pruthi Sir

Reference : Central Electricity Regulatory Commission vide its public notice dated 03.03.2025 has invited comments/suggestions/objection the “*Draft Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) (Fourth Amendment) Regulations, 2025*”

Respected Sir,

The Central Electricity Regulatory Commission vide its public notice dated 03.03.2025 has invited comments/suggestions/objection the “*Draft Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) (Fourth Amendment) Regulations, 2025*”, hereafter referred to as “**Regulations**”

As a stakeholder engaged in renewable energy generation, we have carefully reviewed the provisions proposed in the draft amendment. We are thankful to the Hon'ble Commission for providing an opportunity to the stakeholders to submit their views and concerns.

Hence, we would like to respectfully submit a few observations where we believe further clarity or regulatory guidance is required for better implementation of the Regulations.

Our detailed comments and suggestions are enclosed with this letter for the Hon'ble Commission's kind consideration.

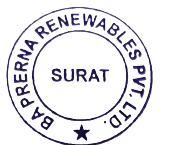
We regret the delay in sharing our observations / comments on the said 4th amendment to the Regulations and would like to humbly request you to kindly consider the same while finalizing the terms of the fourth amendment to the Regulations.

BA Prerna Renewables Pvt. Ltd

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Yours sincerely,

For, **BA Prerna Renewables Private Limited**



Authorized Signatory

Encl.: Comments / Suggestions / Observations on the GNA Regulations

Sr. No.	Proposed Clause as per Draft Regulations	Suggested Revision/Amendment	Rationale
1.	<p>A new sub-clause (d) shall be inserted after sub-clause (c) of Clause(vii) of Regulation 5.8 of the Principal Regulations as under:</p> <p>“(d) The Renewable Power Park Developer shall furnish the scheduled date of commercial operation of the generating station under the Park prior to grant of final connectivity.</p>	<p>“(d) The Renewable Power Park Developer shall furnish the scheduled date of commercial operation of the respective generating station within the Park prior to grant of final connectivity.”</p>	<p>While developing Renewable Power Parks, multiple generating stations which are identified subsequently are set up and commissioned in phases, and each generation station may have a different commissioning schedule, depending upon requirement and construction timelines as well as their off-take arrangement. Thus, furnishing a single SCOD, prior to grant of final connectivity, for the entire park, does not seem practical.</p> <p>Furthermore, it is also necessary to understand that in the event that such a disclosure leads to any binding effect, the Solar Park Developers (which is yet to be identified as on the date of the connectivity application by the RE Park developer) will be bound by such disclosures making it all the more impractical to execute the project if any deviations are to be proposed.</p>
2.	<p>A new Clause (6) shall be added after Clause (5) of Regulation 11A of the Principal Regulations, as under</p> <p>“(6) Any changes in shareholding pattern of the Connectivity grantee up to CoD of the project shall be subject to the following: (a) The promoters of the Connectivity grantee shall not cede control (where control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the Company. (b) In case the Connectivity grantee has multiple promoters (but none of the shareholders have more than 50% of voting rights and paid-up share capital), the shareholding pattern shall be maintained and cannot be changed upto COD of the project. (c) Any change in shareholding pattern other than</p>	<p>Delete the said provision or at least consider replacing with the following:</p> <p>“(6) Any changes in shareholding structure of the Connectivity grantee shall not, in itself, result in the revocation of connectivity, provided that the prescribed timelines for project charging / commissioning and the associated obligations under the grid connectivity are duly complied with.</p> <p>Provided that, only in the event of non-compliance with such timelines or obligations, the granted connectivity may be revoked, and the Bank Guarantees furnished under sub-clause (c) of Clause (vii) or sub-clause (c) of Clause (xi) of Regulation 5.8 may be encashed and Conn-BG1, Conn-BG2,</p>	<p>The primary reason for the change in the shareholding structure of the connectivity grantee (despite submission of the bank guarantee in land BG route / LOA) is to provide stability to the execution and ensure completion of the Project through consistence and stable financing. This is more favourable to CTUIL for the optimum utilization of the ISTS network and reduce burden on the consumer for non-utilization / under-utilization of the ISTS network.</p> <p>CTUIL grants ISTS connectivity to ensure projects are connected to the ISTS network on a timely basis and transmission infrastructure is optimally utilised. These requirements are already protected through various measures such as bank guarantees (land BG / Performance BG to bidding entity, etc.), stringent deadlines for charging and project completion, provision for revocation of bank guarantees as well as relinquishment of the connectivity. Additionally, it may also be</p>

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	<p><i>covered in sub-clauses (a) and (b) shall require prior approval of the nodal agency and shall be filed for information of commission within 45 days of such approval. Nodal Agency may allow such application considering the practical requirement for change in shareholding.</i></p> <p><i>d) In case any change in control or shareholding pattern of the Connectivity grantee is carried out in contravention to sub-clauses (a) to (c) of this Clause, the Connectivity shall be revoked, Bank Guarantee submitted under subclause (c) of Clause (vii) or sub-clause (c) of Clause (xi) of Regulation 5.8 of these regulations shall be encashed, and Conn-BG1, Conn-BG2 and ConnBG3 shall be treated in terms of Regulation 24.2 or Regulation 24.3 of these regulations, as applicable.</i></p>	<p><i>and Conn-BG3 shall be treated as per terms set forth under Regulation 24.2 or Regulation 24.3 of these Regulations, as applicable.”</i></p>	<p>mentioned that such applicant or new investor (taking the ownership of the SPV), may be blacklisted to apply for any new connectivity.</p> <p>Hence, it has been humbly submitted to not restrict the change in shareholding structure but bring in more stringent provisions for ensuring timely completion of the milestone (including acquisition of land, mobilization of the PSS / EHV contractors, etc.) / Project.</p>

K. R. Patel

