

കേരളം KERALA

EB 870451

CONNECTION AGREEMENT

16/2023-24

THIS AGREEMENT entered into on the 31<sup>st</sup> day of October. Two Thousand Twenty Three BETWEEN: KERALA STATE ELECTRICITY BOARD Ltd., incorporated under the Companies Act, 1956 and wholly owned by Government of Kerala, having its registered office at Vidyuthi Bhavanam, Pattom P.O, Thiruvananthapuram-695004 (hereinafter called "KSEB Ltd." which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) and for the purposes of this Connection Agreement the KSEB Ltd. shall act through its Sri. Hareesan Mottammal, Chief Engineer Distribution (North Malabar), KSEB Ltd. Vydhyuthi Bhavanam Kannur

AND

For SUIISO ENERGY PVT. LTD. Sri Rohit Govinda, Managing Director of Suiso Energy Pvt Ltd., 06/377, Payikkatt Thrikkarthika, Nedumpuram P.O, Thiruvalla, Pathanamthitta-689110 (herein after called "the Applicant") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or permitted assigns; KSEB Ltd. and applicant are hereinafter collectively referred to as "Parties" and individually as "Party". (Or amongst KSEB Ltd. and Applicant As applicable)



No. 10146

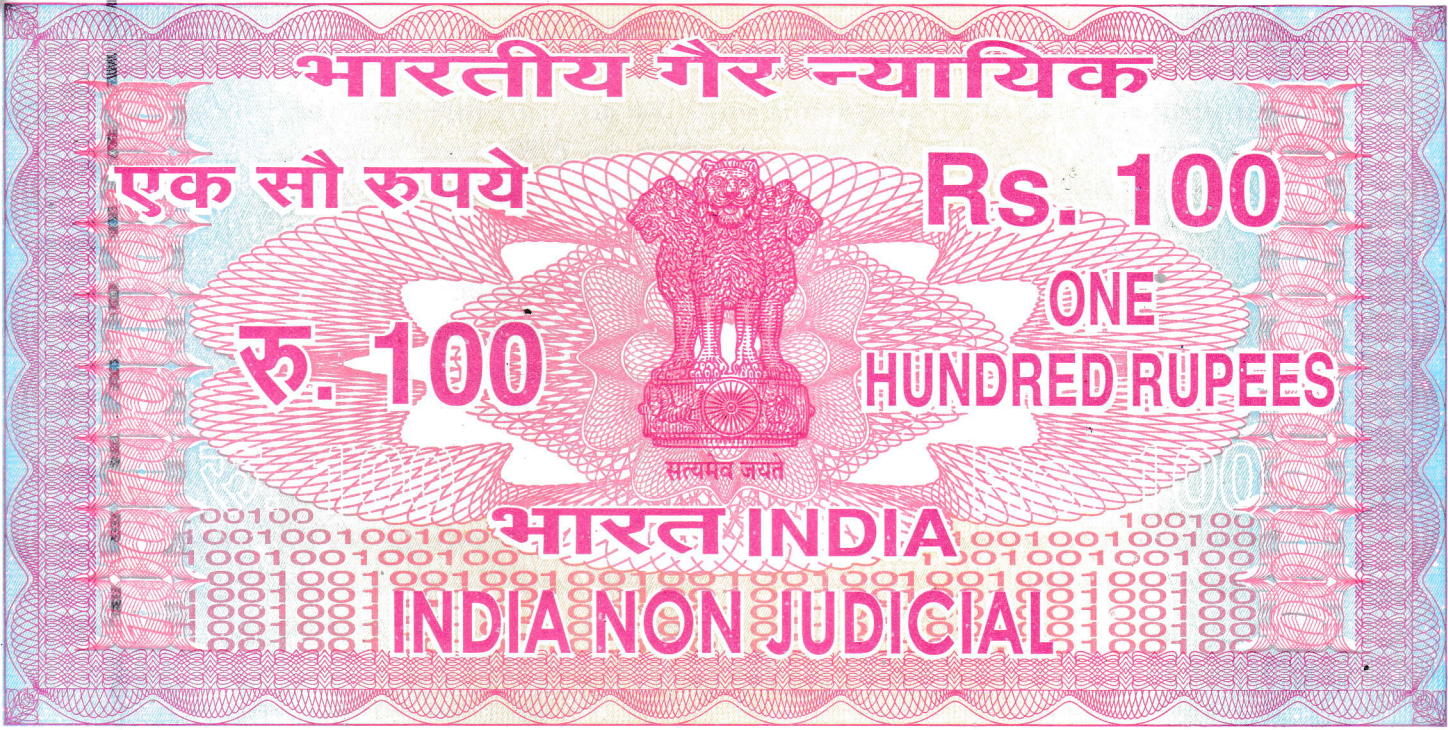
30. 10. 2023

R. 100/- Suiso Energy Private.

L. T. D. Thiruvalla

Chief Engineer  
Distribution - North Malabar  
KSEB Ltd, Vidyuthi Bhavanam  
Kannur - 670002





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WHEREAS:

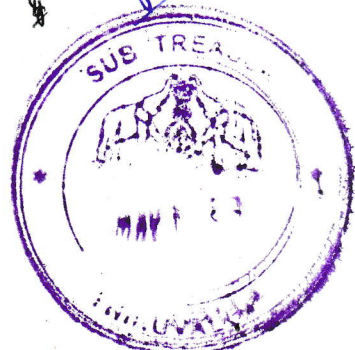
- (i) The Applicant has applied to the KSEB Ltd for connection of the **Ezhamkadav Mini Hydro Electric Project (350kW), Ayyankunnu, Iritty** facility to use KSEB Ltd.'s Transmission or Distribution System to transmit electricity to and or from the facility through the Intra-State Transmission System.
- (ii) The KSEB Ltd. has agreed to the connection of the **Ezhamkadav Mini Hydro Electric Project (350kW), Ayyankunnu, Iritty** facility to the Transmission/Distribution and Communication System (via the applicant's Site-Related Connection Equipment) at the Connection Point provided at 11kV Ayyankunnu Feeder from 110kV Substation Iritty using the Transmission/Distribution and Communication System of the KSEB Ltd., as the case may be, to transmit electricity as well as real time data to and or from the facility through the intra-state Transmission/Distribution and Communication System.

For **SUISO ENERGY PVT. LTD.**

Director



Chief Engineer  
Distribution - North Malabar  
KSEB Ltd, Vidyuthi Bhavanam  
Kannur - 670002



No. 10147 Rs. 100/- Suiso Energy Private  
30.10.2023 L.T.D. Thiruvalla.



- (iii) The Parties shall enter into this Connection Agreement to record the terms and conditions upon which the Parties will carry out their respective Connection Works, in addition to the works to be carried out by the KSEB Ltd. for the interconnection.
- (iv) The parties shall separately take up modalities for implementation of the works on either side of interconnection. The scope of works, time schedule for completion of works, including the timelines for the various milestones to be reached for completion of works (PERT chart), shall form an appendix to this agreement, and shall form the basis for evaluating if the works by the parties is being executed in time.
- (v) For the regular O&M of the connection equipments used by the applicants and located in the STU's premises/switchyard, the parties shall separately take up the O&M agreement on mutually agreed terms and conditions.

IT IS HEREBY AGREED as follows:

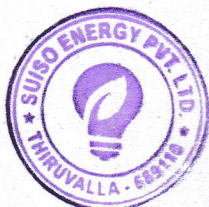
### 1. General Conditions for Connectivity

1.1. The Parties agree to the following General Conditions:

- a) The parties shall abide by the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, Kerala State Electricity Regulatory Commission (Connectivity and Intra-state Open Access) Regulations, 2013, Kerala State Grid Code, 2005 and Kerala Electricity Supply Code, 2014 in respect of procedure of grant of connectivity and other matters.
- b) The cost of dedicated line in the transmission system or distribution system required to be constructed and the cost of augmentation of the transmission system and/or distribution system and associated facilities to be carried out for grant of connectivity shall be borne by the Applicant.
- c) KSEB Ltd./the Applicant shall carry out these works as per the time lines prescribed in Kerala Electricity Supply Code, 2014 or as per the time lines provided in the Annexure to this agreement. The
- d) The applicant shall at its cost provide necessary facilities for voice & data communication for transfer of real time operational data such as voltage, frequency, real and reactive power flow, energy, status of circuit breaker & isolators positions, transformer taps and other parameters from their station to SLDC.
- e) The Applicant shall be eligible for connectivity to the intra-state transmission system from 110kV Substation Iritty through 11kV Ayyankunnu feeder on completion of works identified for providing the connectivity, subject to the Applicant making all payments towards cost of works to be carried out by KSEB Ltd. within 30 days of this agreement.

For SUIBO ENERGY PVT. LTD.

Director



Chief Engineer  
Distribution - North Malabar  
KSEB Ltd, Vidyuthi Bhavanam  
Kannur - 670002



- f) The grant of connectivity will not entitle the Applicant to interchange any power with the grid unless it obtains long-term access, medium-term open access or short-term open access. Any interchange of power with the grid without any type of open access shall amount to violation of the regulations and is liable to be proceeded against by the Commission in accordance with section 142 of the Act. However, the Applicant, being a generator, may be allowed to inject infirm power during testing including full load testing before commencing its commercial operation after obtaining prior permission of the State Load Despatch Centre.

1.2. The following documents and their schedules which have been initialed by the parties and annexed herewith shall be deemed to form an integral part of this Agreement in the order of precedence listed below :-

- (a) Application for seeking connection to the inter-State transmission system.
- (b) Intimation for Grant of Connectivity
- (c) Additional information for Grant of Connectivity
- (d) Connection Offer Letter;
- (e) This Agreement;

## **2.0 Agreement To Pay Charges And Costs**

### **2.1 Agreement to Monthly Transmission Tariff**

The applicant declares that it shall pay the Monthly Transmission Tariff for use of Intra-State Transmission System, as and when Long term access, Medium-term open access or short-term open access is availed by the applicant, in accordance with the regulations of KSERC in this regard.

### **2.2 Agreement to additional costs**

The applicant declares that it shall pay the cost towards modification/alterations to the infrastructure of KSEB Ltd. for accommodating the proposed connection as specified in the letter of KSEB Ltd. furnishing connection details.

### **2.3 Agreement to pay for damages**

The applicant declares that it shall pay/ make good damages, if any, caused by the customer to the property of the KSEB Ltd. which has been notified by the KSEB Ltd. within reasonable time of its occurrence, during the course of control, operation and maintenance of the equipment.

### **2.4 Agreement to pay Charges for construction of Bays:**

The applicant will pay charges and abide by the conditions prescribed by KSEB Ltd. for the Erection of equipment of applicant in the substation premises of the KSEB Ltd. for construction of bays, if required.

### **2.5 Agreement to pay O&M Charges:**

The applicant shall pay O&M charges to the KSEB Ltd. on mutually agreed terms for the bay equipment of applicant being operated & maintained by KSEB Ltd. in their

For SUIISO ENERGY PVT. LTD.

Director



Chief Engineer  
Distribution - North Malabar  
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substation. These O&M charges will be governed time to time as per the mutually agreed terms.

### 3.0 Conditions Precedent to the implementation of the Commissioning Instructions

The applicant shall have to get appropriate "Commissioning Instruction" prior to actually first charging of the equipment through the grid. The charging instruction shall be issued only when the KSEB Ltd. is satisfied (by acting reasonably) that:

- (a) the Connection Works have been completed;
- (b) the applicant has complied with its all obligations as set out in the Offer letter
- (c) the applicant has demonstrated the voice & data communication facilities to SLDC;
- (d) the applicant has obtained necessary approvals like PTCC, Electrical Inspectorate etc. from competent authority;
- (e) the applicant has complied with its obligations under the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and Kerala State Grid Code, 2005.

### 4.0 Metering

The applicant shall provide and maintain the Metering equipment, in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006.

### 5.0 Site Access

Being restricted area KSEB Ltd. may give permission or allow access to the employees and/or agents and/or subcontractors and/or invitees of the applicant in it's premises to carry out preliminary site investigation works, the Connection Works, modification works, inspections, etc, based on a written request by the applicant giving reasonable advance notice. All such actions are to be carried out under the strict supervision of the KSEB Ltd.'s authorized representative to safeguard the safety and security requirements of KSEB Ltd.'s installations and safety of the representatives of the applicant.

Similarly the applicant may also allow, on prior permission, site access to the KSEB Ltd.'s employees and/or agents and/or invitees to carry out preliminary site investigation works, inspections, etc in the connection site of the applicant, provided that a written request has been made giving reasonable advance notice.

#### 5.1. Conditions of access

For SUIISO ENERGY PVT. LTD. access for the KSEB Ltd./applicant shall include the right to bring such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions in respect of which the permission of access is granted. Being a restricted area, any individual to whom access is given under the Agreement shall comply with all reasonable directions given by the KSEB Ltd./applicant and its duly authorized employees and agents to safe guard the interest of safety and security requirements of personnel and equipment. All such access shall be exercisable without payment of any kind.



*[Signature]*  
Chief Engineer  
Distribution - North Malabar  
KSEB Ltd, Vidyuthi Bhavanam  
Kannur - 670002



## 6.0 Transfer Assignment and Pledge

The applicant shall not transfer, assign or pledge its rights and obligations under this connection agreement to any other person.

## 7.0 Notice

All correspondence/notices required or referred to under this Agreement shall be in writing and signed by the respective authorized signatories of the parties mentioned herein, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of the department of post with an acknowledgment due to other party (ies) as per authorization by parties.

The authorities of the parties who shall responsible for the correspondence notices etc. in connection with this agreement shall be informed in advance.

## 8.0 Settlement of Disputes and Arbitration

All differences and/or disputes between the parties arising out of or in connection with these presents shall at first instance be settled through amicable settlement at the level of CEO/CMD.

In the event of unresolved disputes or differences as covered under the statutory arbitration provided under The Electricity Act, 2003, the same shall be resolved accordingly.

Notwithstanding the existence of any disputes and differences referred to arbitration, the parties herein shall continue to perform their respective obligations under this Agreement.

## 9.0 Force Majeure

Force Majeure herein is defined as any clause which is beyond the control of KSEB Ltd. or the applicant which could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the agreement. Force Majeure events would include:

- (i) Natural phenomenon including but not limited to floods, droughts, earthquake and epidemics;
- (ii) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India, revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
- (iii) nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the generation station, captive generating plant or bulk consumer, intra-state transmission system of KSEB Ltd. or any facility or system that is integral to and substantial for the performance of this agreement.

For SUIISO ENERGY PVT. LTD.)

any event or circumstances of a nature analogues to any events set forth above within India.

Provided either party shall, within fifteen (15) days from the occurrence of such a Force Majeure event notify the other in writing of such cause(s).

Neither of the parties shall be liable for delays in performing obligations on account of any force majeure causes as referred to and/or defined above.



*[Signature]*  
Chief Engineer  
Distribution - North Malabar  
KSEB Ltd, Vidyuthi Bhavanam  
Kannur - 670002

## 10. Amendment to the Connection Agreement

In case of Modification to point of connection like re-allocation of bays, up gradation of voltage level etc. by either of the parties, if mutually agreed, an amendment to the Connection Agreement shall be executed between the parties within 30 days of implementing such modification.

IN WITNESS WHEREOF the KSEB Ltd. and the Applicant have caused this Agreement to be executed by duly authorized representative on date above first herein written.

Signed for and on behalf of KSEB Limited

**Chief Engineer**  
**Distribution - North Malabar**  
**KSEB Ltd, Vidyuthi Bhavanam**  
**Kannur - 670002**

Witness 1:

*Ashita R. Krishnan*  
ASHITA R. KRISHNAN  
AEE-2, O/o CE (DNM)  
Kannur.

Witness 2:

*Shilpa S.P*  
Shilpa S.P  
AEE-1, O/o CE (DNM)  
Kannur.

For SUI SO ENERGY PVT. LTD.

**Director**

Signed for and on behalf of the applicant

Witness 1:

*Basil C. George*  
Basil C. George, Chalikkottarakal (H), Kompumpunka  
*Basil*

Witness 2:

*Nithin Mathew*  
Nithin Mathew, Marly Bhavan, Muthoor P.O, Thiruvalla  
*Nithin*

