

UNDERTAKING for laying and Operation & Maintenance of Common Interconnection line and Metering System under KUSUM-A Solar Power Plants and Revenue Sharing

This **UNDERTAKING**(hereinafter referred to as "Undertaking") is made and executed on this _____ day of _____, 2025.

BETWEEN:

* Sri/Smt. _____(Name) representing an Individual Farmer/Group of Farmers/Developers/Co-Operative Societies etc. (as the case maybe) R/o _____Village, _____Mandal, _____District (hereinafter referred to as "SPG1"), having entered PPA with TGSPDCL under KUSUM-A scheme vide PPA No. _____dt. _____, which expression shall unless repugnant to the context or meaning thereof include its successors and assigns);

* Sri/Smt. _____(Name) representing an Individual Farmer/Group of Farmers/Developers/Co-Operative Societies etc. (as the case maybe) R/o _____Village, _____Mandal, _____District (hereinafter referred to as "SPG2"), having entered PPA with TGSPDCL under KUSUM-A scheme vide PPA No. _____dt. _____, which expression shall unless repugnant to the context or meaning thereof include its successors and assigns);

* Sri/Smt. _____(Name) representing an Individual Farmer/Group of Farmers/Developers/Co-Operative Societies etc. (as the case maybe) R/o _____Village, _____Mandal, _____District (hereinafter referred to as "SPG3"), having entered PPA with TGSPDCL under KUSUM-A scheme vide PPA No. _____dt. _____, which expression shall unless repugnant to the context or meaning thereof include its successors and assigns);

(Collectively hereinafter referred to as "the SPGs" and individually as "SPG") and (together referred to as the "Parties").

WHEREAS:

* Each SPG is engaged in the development, construction, operation, and maintenance of individual solar power plants(herein after individually referred to as "Individual Power Plant" and collectively as "Individual Power Plants") located at:

Solar Power Plant of SPG1:____Village, ____Mandal, ____District for ____MW.

Solar Power Plant of SPG2:____Village, ____Mandal, ____District for ____MW.

Solar Power Plant of SPG3:____Village, ____Mandal, ____District for____MW.

Connecting TGSPDCL 33/11 KV Sub-station:_____

* The SPGs recognize the mutual benefit of establishing common power evacuation lines and a common metering system to optimize infrastructure costs, ensure efficient power evacuation, and facilitate grid connectivity for their respective Individual Power Plants.

WHEREAS, the Parties wish to record their mutual understanding and commitment regarding the release of any liability of TGSPDCL, Hyderabad, in connection with the evacuation of power from our Solar Power Generator (SPG) to the interconnection point, i.e., 33/11 KV _____ DISCOM SS on design, development, construction, operation, maintenance, and revenue sharing by laying a common electrical circuit (hereinafter referred to as the “common line”) and common metering system.

NOW ,THEREFORE, the SPGs hereby agree as follows:

1. OBJECTIVES

The primary objectives of this Undertaking are:

- a) To establish common power evacuation lines from the Individual Power Plants to the designated Interconnection point.
- b) To implement a common metering system at grid injection point i.e., Interconnection point for accurate measurement of total power injected into the grid.
- c) To establish a mechanism for sharing of costs, revenues, and addressing operational issues over a period of twenty-five (25) years from the Commercial Operation Date (COD) of the common facilities/Power Plant.

2. SCOPE OF COMMON FACILITIES

- a) **Transformer and switchgear equipment:** *The common facilities shall include Invert Duty Transformer with related VCB and associated current transformers (CTs) in the common switchyard compliant with grid code regulations and PPA requirements.*
- b) **Power Evacuation Lines:** The Common Facilities shall include the design, engineering, procurement, construction, installation, testing, and commissioning of all necessary transmission lines including poles, towers, conductors, insulators, and associated infrastructure from the Individual Power Plants' switchyard up to the 33/11KV Substation.
- c) **Metering System:** The Common Facilities shall include the design, engineering, procurement, installation, testing, and commissioning of a

common metering system, including Main, Check and Standby meters at 33/11 KV substation and individual Main, check and Standby meters at respective Solar Power Plants of SPGs (at LT side of transformer), communication infrastructure for data logging and remote monitoring, and associated current transformers (CTs) and potential transformers (PTs), compliant with grid code regulations and PPA requirements.

d) **Ancillary Infrastructure:** Any other infrastructure mutually deemed necessary for the efficient and safe operation of the common facilities.

e) **Ownership and Operation:** The Common Facilities shall be jointly owned by the SPGs in proportion to their agreed-upon equity contributions.

3. FINANCIAL ARRANGEMENTS AND COST SHARING

a) Capital Expenditure (CAPEX): The CAPEX for the Common Facilities shall be shared among the SPGs as per mutually agreed fixed ratio.

b) Operational Expenditure (OPEX): The OPEX for the Common Facilities shall be responsibility of SPGs.

4. POWER SALE AND REVENUE SHARING

a) SPGs undertake to submit the monthly Invoice based on the common meter reading installed at the Interconnection point and the revenue sharing shall be done on the % share mentioned as below without raising any disputes.

b) SPGs also undertake that the CUF and Auxiliary consumption shall be calculated based on the % share mentioned as below for respective SPGs.

c) Further, the SPGs undertake that any disputes regarding billing/revenue sharing and other issues shall be amicably solved themselves and TGSPDCL shall not be made responsible for any disputes among the SPGs in due course.

d) Each SPG shall mention their Bank account and the revenue will be shared among the SPGs in proportion to the following ratio:

Sl. No.	PPA No./Date	Name of the SPG	Solar Power Plant Capacity	Location (Village/Mandal/District)	% share from the Power bill proportionate to their PPA capacities
1					
2					
3					

5. METERING AND ACCOUNTING

- a) **Energy Measurement:** The common metering system shall be designed, installed, and maintained to measure the total energy injected to the grid.
- b) **Joint Meter Reading:** Meter readings shall be taken jointly by TGSPDCL and TGTRANSCO in the presence of representatives of all SPGs on the due date.
- c) **Data Sharing:** Lead SPG will share Metering data transparently and regularly among all SPGs.

6. OPERATION AND MAINTENANCE (O&M)

a) Breakdown and Downtime:

i. Individual Plant Breakdown: In the event of a breakdown or maintenance of an Individual Power Plant, the affected SPG shall promptly notify the other SPGs and the O&M entity of the Common Facilities. The Common Facilities shall continue to operate for the evacuation of power from the remaining operational Individual Power Plants.

ii. Common Facility Breakdown: In the event of a breakdown or forced outage of the Common Facilities, SPGs collectively shall immediately initiate repair works. The costs associated with such repairs shall be borne by the SPGs as per the agreed OPEX sharing mechanism, unless caused solely by the negligence or fault of one SPG.

iii. Lost Generation: Each SPG shall bear its own losses arising from reduced or curtailed generation due to breakdown of its Individual Power Plant or breakdown of Common Facilities.

b) Scheduled Maintenance: Scheduled maintenance activities for the Common Facilities shall be planned jointly by the SPGs to minimize disruption to power evacuation and shall be communicated well in advance duly intimating the TGSPDCL officials.

7. LEAD SPG:

The parties further mutually agreed and authorize Smt./Sri./Kum. _____ (SPG) to act as lead SPG to operate the following activities on behalf of remaining SPGs in the matters concerning to common evacuation line and other common infrastructure related issues from time to time:

- a) To raise/submit monthly Invoice and all other bills from time to time as per the above declared % share of each SPG among the total Invoice amount.
- b) To correspond on the matters related to common line/common infrastructure related issues and any revenue related issues from time to time.

8. NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereby agree as follows:

- a) The parties mutually agree to fully release, discharge, and hold harmless TGSPDCL including its offices, employees, agents, and representatives, from any all claims, demands, liabilities, actions, or causes of action, whether known or unknown, arising out of or related to the following circumstances in connection with the execution of services under the said Power Purchase Agreements mentioned first above.
- i. Breakdown or failure of the common line and related infrastructure.
 - ii. Loss of power generation due to maintenance of any Solar Power Generator, equipment breakdowns, damage caused by natural disasters, or third-party negligence;
 - iii. Electrical accidents occurring on any one or all electrical circuits of the common line/associated equipment.
 - iv. In the event of alteration of existing common line after execution due to expansion of roads, canals, etc., SPGs undertake to carry out such works collectively without any dispute.
- b) The Parties further agree to jointly and severally indemnify, defend, and hold harmless TGSPDCL against any and all losses, damages, expenses (including reasonable attorney fees), or liabilities resulting from third-party claims connected to the above circumstances.
- c) This UNDERTAKING shall not be interpreted as an admission of liability or fault by any Party but is intended solely to document the Parties' shared understanding and to avoid potential disputes.
- d) This UNDERTAKING shall be governed by and construed in accordance with the conditions stipulated in the Power Purchase Agreement.

IN WITNESS WHERE OF, the SPGs have executed this UNDERTAKING on the _____ date _____ Month of 2025 first above written.

Item	Solar Generator-1	Power	Solar Generator-2	Power	Solar Generator-3	Power
Name of SPG and Address						
Authorized Signatory						
Mobile No.						

WITNESSES:

WITNESS 1	WITNESS 2
Signature :	Signature :
Name:	Name:
Address:	Address: