

# BUSINESS RULES OF THE OTC PLATFORM

(GNA ENERGY PRIVATE LIMITED)

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## **1. Introduction**

- 1.1 These Business Rules shall be termed as ‘the Business Rules of OTC Platform’ or “the Business Rules of GNA Energy Private Limited (GNAEPL/ OTC Platform Operator)” or for the sake of brevity as ‘GNAEPL Business Rules’ or ‘Business Rules’
- 1.2 These Business Rules shall at all-time be subject to and read consistent with the provisions of the Electricity Act 2003, the Rules and Regulations made thereunder including the Central Electricity Regulatory Commission (Power Market) Regulations, 2021 (Power Market Regulations 2021), and the Guidelines for Registration and Filing Application for Establishing and Operating Over the Counter (OTC) Platform, 2022 (OTC Guidelines 2022).
- 1.3 In case of any inconsistency between these Business Rules and directives issued under these Business Rules of the one part and any of the provisions of the Electricity Act 2003, the Rules and Regulations made thereunder including those made pursuant to the Power Market Regulations, 2021 of the other part, the later will prevail to the exclusion of the former.
- 1.4 These Business Rules may be amended or modified from time to time by GNAEPL and wherever required with the prior approval of the Central Electricity Regulatory Commission (the Commission) from time to time.
- 1.5 GNAEPL may issue clarifications, circulars, or directives, as may be required from time to time, to remove any difficulty or ambiguity in implementing the provisions of any of the Business Rules. Such clarifications, circulars, or directions issued shall have binding force in respect to the operation of the OTC Platform established by GNAEPL.
- 1.6 In the event of any conflict between Bye Laws issued by GNAEPL and these Business Rules, the content of Bye Laws shall supersede. Without prejudice to the generality of the above, in case of any ambiguity or any confusion concerning any of the provisions of Business Rules, the clarification given by OTC Platform Operator, i.e., GNAEPL shall be binding.

## **2. Applicability**

- 2.1 These Business Rules shall be enforceable on the operation of the OTC Platform of GNAEPL, OTC Platform Members, Authorised Users, Service Providers, and all other participants operating on or through the OTC Platform in respect of their rights and obligations relating to operations.

### **3. Business Operations**

- 3.1 The OTC Platform shall provide the following services under the Electricity Act, 2003, (Power Market) Regulations, 2021 and Guidelines for Registration and Filing Application for Establishing and Operating over the Counter (OTC) Platform 2022 regulations made thereunder, and any other Act or any other authority as may be applicable.
  - a) Provide an electronic platform with the information of potential buyers and sellers of electricity.
  - b) Value-added Products and Services accessed/subscribed on the OTC Platform, including:
    - a. ‘Data Repository’ and associated services based on the data received/collected from the market participants
    - b. Various data analytics tools to market participants for the entire value chain of the Power Sector
    - c. As and when new products are introduced by the appropriate authority in the power sector, the Business Rules and Bye Laws shall be amended accordingly.
- 3.2 Accordingly, based on the above mandate, OTC Platform Operator shall come out with various value-added services and products including custom-built, which can be subscribed to by the Members/Authorised Users/Service Providers.

## **4. Eligibility for Membership**

- 4.1 Only the OTC Platform Members/Authorised Users/Service Providers, who have been admitted as such by the OTC Platform Operator shall be eligible to access the services of the OTC Platform and can participate only through a registered account.
- 4.2 The following entities shall be eligible to apply for registration as Members/Authorised Users/Service Providers of the OTC Platform:
  1. Market Participants in terms of the Power Market Regulations 2021 like grid connected entities including but not limited to Generating Company(s); Distribution Licensee(s);
  2. Trading Licensee(s);
  3. Power Exchange(s);
  4. Open Access Customer(s);
  5. Commercial and Industrial Consumers
  6. Developers
  7. Government Bodies including Central Electricity Authority, State Electricity Regulatory Commission(s), and the Commission;
  8. Power Sector Institutions/Agencies;
  9. Third Party Software Providers;
  10. Any entity working in power sector
  11. Any other Person as notified by the Commission.

## 5. Membership, Application and Admission

### 5.1 Application

- 5.1.1 A person who desires to be a Member/Authorised User of the OTC Platform shall submit an application seeking such Membership in the format prescribed by the OTC Platform Operator (**Annexure I**) along with the Membership Undertaking as per **Annexure-II**, and deposit the fee and charges specified for the said purpose. The application format, membership undertaking, and service agreement for a ‘service provider’ shall be specified basis the specific service under consideration.
- 5.1.2 The applicant shall:
  - a) Arrange to get itself registered with relevant authorities or obtain necessary permits as may be required under any applicable law to be able to participate in the OTC Platform;
  - b) Confirm and undertake that it is competent in all respects to become a member of the OTC Platform and access the services of the OTC Platform;
  - c) Confirm that in case of any doubt or reference in the future regarding the validity of its candidature to become a Member, the onus to prove the same shall lie on the applicant itself and GNAEPL shall not be liable for in this regard.
- 5.1.3 The admission to Membership shall be at the sole discretion of the OTC Platform Operator. The OTC Platform Operator may notify time to time the Membership Criteria including prerequisites, conditions, formats, and procedures for admission of any Member/Authorised User/Service Provider. The OTC Platform Operator shall conduct its own due diligence before accepting an applicant as a Member/Authorised User/Service Provider of the OTC Platform.
- 5.1.4 The applicant shall be fully responsible for payment of all requisite charges including but not limited to all securities, deposits, and guarantees as may be notified by the OTC Platform Operator from time to time. Non-payment of requisite charges within the stipulated time may lead to cancellation of membership at the discretion of the OTC Platform Operator.
- 5.1.5 **OTC Fees:** The OTC Platform may charge the following fees to the Member for use of services of the OTC Platform:
  - a) Admission Fee – one-time non-refundable fee for processing a Membership application;
  - b) Interest-Free Security Deposit (IFSD) – refundable security deposit to be paid at the time of admission to the OTC Platform;
  - c) Membership Fees – annual membership fees;
  - d) Platform Fees – for use of the proprietary technology platform
  - e) Listing Fee – to create a Requirement Listing on the OTC Platform
  - f) Subscription Fees – for subscribing to any additional services provided by the OTC Platform (e.g., data, analytics, and value-added products and services);
  - g) Any other Fee as may be prescribed by OTC Platform Operator from time to time.

- 5.1.6 The OTC Platform Operator shall list the services to be offered to the Members/Authorised Users of the OTC Platform. A Member/Authorised User may avail such services upon payment of such fees as notified by the OTC Platform Operator from time to time. OTC Platform Operator shall notify the applicable rates/charges and terms and conditions of services to be offered by the OTC Platform Operator before the commencement of their operations on GNAEPL's and/or the OTC Platform's official website.
- 5.1.7 To offer wide-ranging services including advanced systems applicable for Power Markets on a single platform, OTC Platform Operator may host or link /list at its discretion Third Party Service Provider(s) may be admitted on the OTC Platform subject to detailed scrutiny, due diligence, and the terms of the Business Rules. Accordingly, GNAEPL and the Service Provider(s) shall execute a Service Agreement before the commencement of services of the OTC Platform.

**5.2 Transfer of Membership**

- 5.2.1 No Members/Authorised Users/Service Providers shall be entitled to transfer the Membership except as may be specifically permitted by the OTC Platform Operator from time to time. The transfer of Membership shall be subject to satisfactory settlement of all outstanding dues/claims against the Member seeking the transfer and shall further be subject to payment of such transfer fees as may be specified.

**5.3 Surrender of Membership**

- 5.3.1 In case of surrender of membership, the Members shall only be eligible for the return of interest-free security deposit, subject to final settlement and adjustment of all pending dues, outstanding charges, fees, and other payments. The refund of the interest-free security deposit shall not be made if the membership is surrendered within three (3) years from the date of admission of the Members/Authorised Users. The Members/Authorised Users shall continue to pay subscription fees and other charges until the surrender of their membership is accepted by the OTC Platform Operator. There shall be no processing fee applicable in case of surrender of membership.

**5.4 Suspension or Termination of Membership**

- 5.4.1 The OTC Platform Operator may suspend or terminate a Member/Authorised User/Service Provider, at its absolute discretion, if the Member/Authorised User/Service Provider fails to abide by the applicable laws, Bye Laws, and Business Rules, or otherwise fails to maintain proper decorum, or as per the directions provided by the Commission. In case of suspension or termination, the registration of the Member/Authorised Users/Service Providers may temporarily or permanently as the case be revoked at the discretion of the OTC Platform Operator. Upon the revocation of registration, the affected member shall be barred from accessing the OTC Platform forthwith. However, the OTC Platform Operator shall provide a reasonable opportunity to such Members/Authorised Users/Service Providers of being heard before such revocation. Upon revocation of Membership, the Members/Authorised Users/Service Providers shall surrender the registration to OTC Platform Operator.

**5.5 Insurance**

- 5.5.1 The Members/Authorised Users/ Service Providers may obtain insurance cover at their own cost.

## 6. OTC Platform Operations

- 6.1 The OTC Platform Operator shall, on its own initiative and cost, collect data transparently from various stakeholders including but not limited to the National Load Dispatch Centre, Regional Load Dispatch Centre, State Load Dispatch Centre, Central Transmission Utilities, State Transmission Utilities, Power Generators, Power Exchanges, Power Traders, Power Distribution Companies, Power Utilities, Service Providers and Government Agencies, Consumers, in a secure manner. GNAEPL shall deploy adequate data protection measures to prevent data loss and/or leaks in terms of GNAEPL's Cyber-Security and Cyber Resilience Framework.
- 6.2 The OTC Platform Operator shall take measures to ensure the security of sensitive personal information of the Members/Authorised Users/ Service Providers as collected.
- 6.3 The OTC Platform will be operated by the OTC Platform Operator in accordance with applicable law. The categories, description and terms of services offered by the OTC Platform Operator on the OTC Platform shall be listed from time to time on GNAEPL and/ or the OTC Platform's official website.
- 6.4 The OTC Platform Operator may from time to time amend, modify, or introduce new services on the OTC Platform.
- 6.5 The OTC Platform Operator has the right to introduce, continue or discontinue any services including all the terms and conditions subject to the prior approval of the Commission, as applicable. The introduction of any service by the OTC Platform or the terms and conditions specified therein will not vest or create in a member any right that will require the OTC Platform to continue with such services with or without any modification or change of the terms and conditions for services undertaken.

### 6.6 Deposits

- 6.6.1 Initial Interest-Free Security Deposit: The OTC Members/Authorised Users/Service Providers are required to pay a security deposit following Section 5 of the Business Rules ('*Membership, Application and Admission*') at the time of admission. This is payable by way of demand draft or RTGS or cheque drawn in favour of 'GNA Energy Private Limited' or any other mode through banking transactions as may be decided by the OTC Platform Operator.
- 6.6.2 The Interest-Free Security Deposit to be paid by the Members/Authorised Users/Service Providers is refundable. In case of surrender, termination or transfer of membership, the Interest-Free Security Deposit is refundable subject to settlement of all pending dues, claims, charges, subject to a lock-in period of 3 (three) years from the date of membership for the initial deposit.

### 6.7 Service Days /Hours

- 6.7.1 The OTC Platform shall operate on all days except holidays as specified by the OTC Platform Operator. For avoidance of doubt list of holidays for each calendar year will be notified by the OTC Platform Operator in advance. Further, the Service hours, if any, for any Services shall also be notified on the OTC Platform website.

### 6.8 OTC Fees

6.8.1 The OTC Platform Operator will charge fees as may be notified by the OTC Platform Operator from time to time on the kind and type of services provided to OTC Members/Authorised Users/Service Providers as set out in Rule 5.1.5. This fee will be recovered from the OTC Members/Authorised Users/Service Providers, as applicable.

**6.9 Type of Membership, Authorised Users, and Service Providers:**

6.9.1 There shall be three categories of Memberships of the OTC Platform.

- a) **Membership Category A** shall include entities who are a potential buyer or seller of electricity;
- b) **Membership Category B** shall include entities who are seeking specialised services like technical and commercial data analysis, predictive analytics of the power sector;
- c) **Membership Category C** shall include those entities who are carrying out statutory functions or are state and/or central government instrumentalities.

6.9.2 **Service Provider or Third-Party Service Provider** means an entity or a person providing software, hardware, data, analytics, or any other Value-added Service(s) and Product(s), who has been admitted as such by GNAEPL on its OTC Platform to provide such products/services on the OTC Platform, in accordance with Power Market Regulations and in accordance with Bye Laws, and Business rules of the OTC Platform

6.9.3 **Authorised User or Approved User** shall include any person that carries out or is responsible for any of the functions of an OTC Platform Member/Service Provider.

**6.10 OTC Platform System**

6.10.1 The entire OTC Platform operation shall be made accessible using application software for installation of the Platform or a web-based application. The OTC Platform Operator may utilise a cloud-based system or in-house dedicated Data Centre model or a mix of both for day-to-day operations. The OTC Platform shall enable exchange of information on a real-time basis or near real-time basis.

6.10.2 Access to the OTC Platform shall be allowed only through approved workstation(s) located at approved locations for the office(s) of Members/Authorised Users/ Service Providers. If an approved workstation of a Member/Authorised Service Provider is connected by LAN or any other way to other workstations at any other place it shall require a prior approval of the OTC Platform. The OTC Platform Member/Authorised User/ Service Provider shall be required to obtain specific permission from the OTC Platform Operator to obtain a user id in advance.

6.10.3 The OTC Platform Operator shall put in place an appropriate system to ensure control for Members/Authorised Users/Service Providers on its Platform and prevent unauthorised access to the Platform.

6.10.4 Each Member/Authorised User/Service Provider shall have a Unique Identification Number, Username, and Password (or any other form of secured Authentication as applicable) which shall be provided by the OTC Platform Operator depending upon services being availed by such Member/Authorised User/Service Provider. Such information shall be used to log on (sign-on) to the OTC Platform's application.

- 6.10.5 The Members/Authorised Users/Service Providers shall be responsible for maintaining the confidentiality of the allotted Password/authentication id.
- 6.10.6 A Member/Authorised User/Service Provider shall have non-exclusive permission to use the OTC Platform as provided by the OTC Platform Operator in the ordinary course of business as an OTC Platform Member.
- 6.10.7 A Member/Authorised User/Service Provider shall not have any title, rights, or interest concerning the OTC Platform, its facilities, software, and the information provided by the OTC Platform Operator. The permission to use the OTC Platform shall be subject to payment of such charges as the OTC Platform may from time to time prescribe in this regard.
- 6.10.8 A Member/Authorised User/Service Provider shall not permit itself or any other person(s) to:-
  - a) use the software provided by the OTC Platform Operator for any purpose other than the purpose as approved and specified by the OTC Platform Operator;
  - b) use the software provided by the OTC Platform Operator on any equipment other than the workstation approved by the OTC Platform Operator;
  - c) copy, alter, modify, or make available to any other person the software provided by the OTC Platform Operator;
  - d) use the software in any manner other than the manner specified by the OTC Platform Operator;
  - e) use the software in any manner that is detrimental to public interest and to the interests of GNAEPL;
  - f) attempt directly or indirectly to decompile, disassemble, or reverse engineer the same.
- 6.11 A Member/Authorised User/Service Provider shall not, by itself or through any other persons on its behalf, publish, supply, show, or make available to any other person or reprocess, retransmit, store, or use the facilities of the OTC Platform or the information provided by the OTC Platform except with the written approval of the OTC Platform Operator.
- 6.12 The Members/Authorised Users/Service Providers shall not publish any malicious, unlawful, or otherwise objectionable or defamatory material on the Platform through its account, either directly or through another person and they shall take necessary precautions and security measures to guard against any forms of viruses, or any other items of malicious /destructive nature in any form which may afflict the internet/sites from time to time. The OTC Platform Operator shall not be responsible for any such unlawful activities in any form on the Platform.
- 6.13 The OTC Platform Operator shall provide the recommendations for hardware and software to be installed at the Members/Authorised Users/ Service Provider's end. The member shall procure, install, and operate the required hardware and software at their own cost. In certain special services, OTC Platform Operator may only provide special application software (except hardware) for installation in Members/Authorised Users/ Service Provider's premises.
- 6.14 The OTC Platform Operator shall modify or alter or add security features and procedures during its operation from time to time to provide a secured and reliable service to its Members/Authorised Users/ Service Providers
- 6.15 The OTC Platform Operator reserves its rights regarding the security of Member/Authorised User/Service Provider account. The Platform may from time to time audit and verify the security of member's accounts, including but not limited to identity verification, short message verification, email authentication, and password modification. If the verification remains incomplete without justifiable

reasons, then it shall be reasonably suspected that the said account is abnormal or stolen. Accordingly, the affected account may be suspended subject to other measures for resolution of verification.

- 6.16 GNAEPL owns all the Intellectual property rights including patents, copyrights, trademarks, designs, trade names, brand names, service marks, service names, logos and trade dress, internet domain names, internet and World Wide Web URLs or addresses, and all other intellectual property rights anywhere in the World including rights of privacy and publicity associated with the OTC Platform operated by GNAEPL and its content.

**6.17 General Conditions**

- 6.17.1 A Member/Authorised User/Service Provider shall not disclose, reveal, publish, and advertise any material information relating to operations, membership, dashboard, and the like of GNAEPL without the prior written consent of GNAEPL except and to the extent as may be required in the normal course of its business.
- 6.17.2 A Member/Authorised User/Service Provider shall not use without prior written approval of GNAEPL, the name of GNAEPL to promote their business directly or indirectly.
- 6.17.3 A Member/Authorised User/Service Provider shall immediately notify GNAEPL in writing about any restriction imposed by a law enforcement authority on their working/operations and/or any restriction imposed on the operation of their bank account(s).
- 6.17.4 A Member/Authorised User/Service Provider shall forthwith notify GNAEPL in writing as and when any notice is received by them in connection with any institution of insolvency proceedings against them and that the Member/Authorised User/Service Provider shall also inform GNAEPL in writing before they initiate any insolvency proceedings to be declared to be insolvent. The Member/Authorised User/Service Provider further shall forthwith inform GNAEPL in writing on the onset of any circumstance which is likely to or may render them to be declared to be insolvent(s) or which is likely to or may render them liable to be subject to insolvency proceedings.
- 6.17.5 A Member/Authorised User/Service Provider shall follow and comply with such instructions, whether being in the nature of a penalty or otherwise, as may be issued by GNAEPL or any committee of GNAEPL duly constituted for the purpose, in the event of the Member/Authorised User/ Service Provider committing any violation of the provisions of Business Rule(s) or practice or code of conduct prescribed by GNAEPL in respect of the conduct of business in GNAEPL or the rules of operation of the OTC Platform.
- 6.17.6 Without prejudice to the foregoing, GNAEPL shall be entitled to forfeit any property, funds, amounts, deposits, or other sums due to a Member/Authorised User/Service Provider or their credit in such events or contingencies as may be stipulated in the Business Rules.
- 6.17.7 A Member/Authorised User/Service Provider shall from time to time and of its own notify GNAEPL of any change in their composition/legal status including but not limited to a change of the Board of Directors and where in the opinion of GNAEPL any change in the composition of the Board of Directors of the Member/Authorised User/Service Provider has resulted or is likely to result in any direct or indirect transfer of shares or securities in their share capital, GNAEPL will be entitled to review continuation of the Member/Authorised User/Service Provider as a Member of GNAEPL and, the Member/Authorised User/Service Provider shall be bound by the decision taken by GNAEPL in this regard which shall be final.

- 6.17.8 A Member/Authorised User/Service Provider agrees and undertakes that the fees, other monies, and any additional Service fee paid, whether in the form of cash, bank guarantee, securities, or otherwise, with GNAEPL, by the Member/Authorised User/Service Provider from time to time, shall be subject to a first and paramount lien for any sum due to GNAEPL and all other claims against them for due fulfilment of their engagements, obligations and liabilities arising out of or incidental to any dealings made subject to the Business Rules of GNAEPL. GNAEPL shall be entitled to adjust or appropriate such fees, deposits, and other monies for such dues and claims, to the exclusion of the other claims against the Member/Authorised User/Service Provider, without any reference to them.
- 6.17.9 A Member/Authorised User/Service Provider may request the OTC Platform Operator to input their Listing Requirements on the OTC Platform on behalf of the Member/Authorised User/Service Provider by providing an explicit written approval along with details of the request in a format prescribed by the OTC Platform operator. The Member/Authorised User/Service Provider shall keep the OTC Platform Operator indemnified at all times and shall undertake to indemnify, defend, and save the OTC Platform Operator harmless from any damages, losses, and claims arising out of or resulting from such activities and services carried out by the OTC Platform Operator on behalf of the Member/Authorised user/Service Provider.

## 7. Connectivity

- 7.1 To connect to the OTC Platform, Members/Authorised Users/Service Providers will have to use any of the connectivity options as recommended by OTC Platform Operator or provided by any reliable telecom service provider in consultation with the OTC Platform Operator.

## 8. Risk Management System

- 8.1 OTC Platform Operator shall put in place a comprehensive risk management framework including a cyber security and cyber resilience framework to manage the risks to the OTC Platform's systems. This shall include:-
- Assessment of critical assets such as IT systems, databases, websites, processing systems; and determine their vulnerabilities;
  - Continuously assess and evaluate various threats to the OTC Platform and its systems;
  - Identify sources of unwanted online exposure;
  - Mitigation strategy to combat threats to the OTC Platform and its systems;
  - Design, augmentation/upgradation, and implementation of the framework of the OTC Platform;
  - Verification/certification of Members/Authorised Users/Service Providers on the OTC Platform;
- 8.2 The OTC Platform Operator shall establish and maintain a disaster recovery site for business continuity and data security.
- 8.3 The OTC Platform Operator shall carry out periodic security audits, including third party audits, for data security, data integrity, backup plans, disaster recovery plans, etc.
- 8.4 The OTC Platform Operator shall maintain all data related to the activities of the OTC Platform for a minimum period of 10 years; any data required for an investigation by the regulators, the Commission, or any other authority shall be maintained for a minimum period of 3 years from the date of completion of the investigation.
- 8.5 The OTC Platform Operator shall:
- provide any data or information as required by the Commission in the format and within the timeframe as may be required by the Commission;
  - submit copies of Annual Reports including Director's report, Auditor's report, Balance Sheet, and Profit and Loss Account along with all the Schedules and notes to the accounts, not later than nine months after the close of the respective financial year; and
  - inform the Commission of any event(s) resulting in disruption of activities or market abuse, if observed, without undue delay.

## **9. Surveillance**

- 9.1 The OTC Platform Operator shall establish a surveillance system to ensure that Members/Authorised Users/Service Providers carry out their activities fairly, with integrity and accordingly monitor the activities on a real-time as well as post-facto basis.

## **10. Force Majeure**

- 10.1 In the event of disruption of services of the OTC Platform due to technical reasons including Computer System/telecommunication system breakdown or due to absence, non-attendance, and/or strike by the employees or due to any unforeseen circumstances or due to natural or other calamities, such as earthquake, an outbreak of war, a general strike or any such circumstance of a force majeure nature, the service shall be suspended for such days and period till normalcy is restored.
- 10.2 GNAEPL or any of its affiliates shall be absolved from and shall not be liable for any failure to perform its obligations if the operation and performance of GNAEPL is prevented, hindered, or delayed by any Force Majeure event. In such cases the GNAEPL's obligation shall remain suspended till the continuance of the Force Majeure event.
- 10.3 GNAEPL shall notify all the Members about the suspension and/or postponement of services as also about the restoration or return of normalcy and resumption of services.

## **11. Indemnification**

- 11.1 All the members, authorised users, and service providers shall keep the OTC Platform indemnified at all times and shall undertake to indemnify, defend, and save the OTC Platform harmless from any damages, losses, and claims arising out of or resulting from the activities carried out by them concerning all kind of services on the OTC Platform.
- 11.2 GNAEPL shall not be held responsible or liable for any failure of computer systems, telecommunication network, and other equipment installed at the offices of members, authorised users, service providers. GNAEPL shall also not be held responsible for any misuse, mishandling of the OTC Platform by any of the Members/Authorised Users/Service Providers for which losses of any nature are caused.

## 12. Grievances and Dispute Resolution

- 12.1 If any complaint is received regarding the claim, differences, or disputes between the Members/Authorised Users/Service Providers against the OTC Platform Operator or arises out of the services extended on the OTC Platform, such complaints shall be addressed by the OTC Platform Operator through a standing grievance redressal mechanism on receipt of a written complaint from the aggrieved party by the OTC Platform Operator. Such complaints shall be resolved through the administrative mechanism under the supervision of the Grievance Redressal Forum. The details of the Grievance Redressal Forum Office:
- a) Name:
  - b) Contact No:
  - c) Address:
  - d) E-mail Id:
- 12.2 In case of non-redressal of such grievances through the Forum, the same shall be dealt with as per the Arbitration and Conciliation procedure of the OTC Platform Operator as specified under the Bye Laws of the OTC Platform Operator.

## 13. Governing Law and Jurisdiction

- 13.1 The Business Rules shall be governed by the laws of India under the jurisdiction of the Courts of Gurugram.

## 14. Annexure 1: Membership Application Form

GANEPL shall provide a digital membership application form, which an applicant will be able to fill directly on the OTC Platform.

### 14.1 Membership Application Form for Generator (to be filled on the OTC portal)

1	Company Name:
2	Company Display Name:
3	Company Description:
4	Nationality:
5	Category:

6	Distribution Licensee/Generator/Open Access Consumer/Captive user/Industrial sector/Trade Licensee/ Other	
7	In the case of Service Provider, describe services:	
8	Date of Incorporation/Registration:	
9	PAN Number:	
10	TAN Number:	
11	GST Number:	
12	Details of your Existing Current Account Bank Details	
	Name and Branch Address:	
	Account No:	
	IFSI Code	
13	Registered Office Address:	
	City:	State:
	Pin code:	Telephone No.:
	Fax No: (with STD Code):	Email:
	Name of the contact person(s):	
	Mobile No.:	
14	Address for Correspondence:	
	City:	State:
	Pin code:	Telephone No.:
	Fax No: (with STD Code):	Email:
	Name of the contact person(s):	

	Mobile No.:
15	Credit Rating Credit Rating Year Credit Rating Agency
16	Username User Email User Phone Number Password

<b>Plant Details</b>	
a) Plant	Commissioned / To be Commissioned Date:
b) Generating Type	Renewable / Non renewable Energy Type:
c) Plant Specification	Discom/Generator/IPP/Captive/Others Unique Project Identification Code: Installed Capacity (MW): Maximum Injection Capacity (MW):
d) Subsidy Received	Yes / No Subsidy Type:
e) ABT Metering Arrangement	Exists / To be arranged Control Area: Grid Connectivity:
f) Point of Injection (PoI)	ISTS/STU/CTU/Discom Voltage Level at PoI: Name of Location of PoI: Region: State:
d) If the applicant is embedded in DISCOM	
Name of DISCOM:	

**14.2 Membership Application Form for Consumer (to be filled on the OTC portal)**

1	Company Name:	
2	Company Display Name	
3	Company Description:	
4	Nationality:	
5 6	Category:	Distribution Licensee/Generator/Open Access Consumer/Captive user/Industrial sector/Trade Licensee/ Other
7	In the case of Service Provider, describe services:	
8	Date of Incorporation/Registration:	
9	PAN Number:	
10	TAN Number:	
11	GST Number:	
12	Details of your Existing Current Account Bank Details	
	Name and Branch Address:	
	Account No:	
	IFSI Code	
13	Registered Office Address:	
	City:	State:
	Pin code:	Telephone No.:
	Fax No: (with STD Code):	Email:
	Name of the contact person(s):	

	Mobile No.:	
14	Address for Correspondence:	
	City:	State:
	Pin code:	Telephone No.:
	Fax No: (with STD Code):	Email:
	Name of the contact person(s):	
	Mobile No.:	
15	Credit Rating Credit Rating Year Credit Rating Agency	
16	Username User Email User Phone Number Password	

<b>Consumer Details</b>		
17	a) Maximum Capacity of Drawl (MW)	
	b) Voltage Level	
	c) Point of Drawal	ISTS/STU/CTU/DISCOM
	d) Consumer Specification	Discom/OA Consumer/Industrial/Others
	e) If the applicant is embedded in DISCOM	
	Name of DISCOM:	

## 15. Annexure 2: Membership Undertaking

### 15.1 Instructions to Fill out the Membership Form

- 15.1.1 The MEMBERSHIP UNDERTAKING is required to be executed on a Non-Judicial Stamp Paper of the value of Rs. 100/-.
- 15.1.2 No portion of the Undertaking is to be left blank i.e., each blank in the Undertaking shall be duly filled.
- 15.1.3 The signatures of the authorized signatory and stamp shall be affixed on every page of the Undertaking.
- 15.1.4 Two persons shall sign as witnesses against each authorized signatory on the last page of the Undertaking.
- 15.1.5 The person(s) signing the Undertaking must attach the authorization/Board Resolution from the competent Authority of the Company or Firm as the case may be.
- 15.1.6 Date of stamp paper purchase should be earlier than the undertaking execution date.
- 15.1.7 The Undertaking shall be Notarized.

## 16. GNAEPL Membership Undertaking

This Non-Judicial Stamp paper of Rs.100 forms part and parcel of this Undertaking, executed at

\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_

To:

**GNA Energy Private Limited,  
706, The Palm Spring Plaza,  
Golf Course Rd, DLF Phase 5,  
Sector 54, Gurugram,  
Haryana 122009**

hereinafter referred to as “GNAEPL” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns)

BY

\_\_\_\_\_, having its registered office at  
\_\_\_\_\_, through its authorized representative Mr./Mrs./Ms.

\_\_\_\_\_, aged \_\_\_\_\_ years, hereinafter called “The Undersigned” (which expression shall unless repugnant

to the context or meaning thereof be deemed to include its successors and permitted assigns).

WHEREAS the Undersigned is desirous to be admitted as the \_\_\_\_\_ Member (OTC Platform Member / Authorized User / Service Provider) of GNAEPL hereinafter referred to as Member and has made an application dated \_\_\_\_\_ for same.

AND WHEREAS GNAEPL has agreed to admit the Undersigned as a \_\_\_\_\_ Member (OTC Platform Member/ Authorized User/Service Provider) on of the OTC Platform following the Business Rules of GNAEPL, in force from time to time, subject to the Undersigned furnishing the Undertaking in the manner and on the terms specified herein below:

1. The Undersigned is aware that GNAEPL has agreed to admit the Undersigned as a Member inter alia, on the condition and basis that no person other than the Undersigned has or would have any beneficial interest in my Membership and therefore undertake not to give any beneficial interest in my membership to any other person and undertake to hold the Membership in the name of the Undersigned and not as a representative or as a trustee or in any other judicial capacity for any other person;
2. The Undersigned shall abide by, comply with, and be bound by the Business Rules and Bye Laws of the OTC Platform, as in force from time to time, and any clarification, directive, circular, order, notice, an instruction issued by GNAEPL and in force from time to time;
3. The Undersigned agrees that GNAEPL shall be entitled to amend its Business Rules and Bye Laws unilaterally and the Undersigned shall be deemed to have consented to any or all such amendment made to the Business Rules of GNAEPL, and accordingly shall be bound by the Business Rules and Bye Laws prevailing from time to time and GNAEPL shall be entitled to exercise all powers vested in it under its Business Rules, Bye Laws, and Circulars by which the Undersigned unconditionally agrees to be bound. Accordingly, the Undersigned shall abide by the Business Rules and Bye Laws introduced/modified from time to time with/without prior notice;
4. The Undersigned shall abide by the code of conduct as laid down from time to time by GNAEPL and any Rules, Regulations, circulars, guidelines, etc., framed by Central Electricity Regulatory Commission (CERC) or other regulatory authorities from time to time;
5. The Undersigned do hereby confirm that the information provided in its application form for the Membership of GNAEPL's OTC Platform is true and correct to the best of the knowledge and belief of the Undersigned and that the above undertakings will be binding on our successors and permitted assigns of the Undersigned.

The stamp of \_\_\_\_\_ has been hereunto affixed under a resolution passed at a meeting of the Board of Directors of the Company or Partners of the Firm, as the case may be, held on \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Signed and delivered by the hereunder-named Member. Name of the Member \_\_\_\_\_

Signature with Seal \_\_\_\_\_

Name of the Authorized Signatory \_\_\_\_\_

**Witness (1)**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_

**Witness (2)**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_