

MODEL
BPTA & BPWA
AND
BANKING AGREEMENT

Signature

MODEL BULK POWER WHEELING AGREEMENT & BULK POWER TRANSMISSION AGREEMENT & BANKING AGREEMENT

BETWEEN

.....
[enter name of Distribution Licensee]

[Referred to as Party of the First Part]

AND

.....
*[enter name of Long Term Open Access
Customer/ Medium Term Open Access
Customer (LTOAC/MTOAC)*]*

[Referred to as Party of the Second Part]

AND

.....
[enter name of Transmission Licensee]
[Referred to as Party of the Third Part]

AND

.....
[UPPCL (in case of Banking)]
[Referred to as Party of the Fourth Part]

[Even if the agreement does not require any of the aforementioned parties to be a party of the agreement, still serial number of the parties will remain the same for the purpose of this agreement]

Relevant Parties to the Agreement:

- 1. Distribution Licensee – In case of BPWA with or without Banking agreement*
- 2. LTOAC/MTOAC – In all agreement*
- 3. Transmission Licensee – In case of BPTA with or without Banking agreement*
- 4. UPPCL – In all cases of Banking agreement*

**Strike-through whichever is not applicable at all occurrences in the Agreement. In case LTOAC/MTOAC is Distribution Licensee, clauses on Interconnection, Undertakings, Wheeling of Energy in the Agreement shall be interpreted accordingly*

This **BULK POWER TRANSMISSION AGREEMENT / BULK POWER WHEELING AGREEMENT** (as applicable) is entered into on.....

[enter day] day of *[enter month]* Two Thousand

[enter year] between..... *[enter*

name of distribution licensee], a company incorporated under the Companies

Act, 1956, having its Registered/Head office at

..... (*hereinafter called "....."*

which expression shall, unless repugnant to the context or meaning thereof,

include its successors and assigns), as party of the First part

and between *[Name of Long Term*

Open Access Customer/ Medium Term Open Access Customer] having its

Registered/Head office at

(*hereinafter called LTOAC/MTOAC as individually "....."* *which*

expressions shall, unless repugnant to the context or meaning thereof,

include its successors and assigns) as party of the Second part and between

[Name of Transmission Licensee] (if

transaction involves transmission network) having its Registered/Head office at

..... (*hereinafter called as*

..... *which expression shall, unless repugnant to the context*

or meaning thereof, include its successors and assigns) as party of the Third

part and between

UPPCL which is the Holding Company of the state distribution licensees,

namely, DVVNL, MVVNL, PVVNL, PuVVNL and KESCO (*hereinafter referred*

to as the "Corporation") as party of the Fourth part. *[Applicable in case of Banking*

Agreement with State Distribution Licensee]

Noida Power Company Limited having its registered office located at

.....

..... (*hereinafter referred to as "....."*) as party of

the Fourth part. *[Applicable in case of Banking Agreement with NPCL]*



And whereas party of the First part is a distribution licensee, within the State of Uttar Pradesh (hereinafter referred to as "the State") and is bestowed with the responsibility to develop, own, operate and maintain an efficient, co-ordinated and economical distribution system in his area of supply in accordance with the provisions contained in the Electricity Act, 2003 (hereinafter referred to as "the Act"); and to provide non-discriminatory open access u/s 42(3) of Electricity Act 2003, to its distribution system for use by any licensee or generating company or consumer permitted under Uttar Pradesh Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2019 and amendments thereof (hereinafter referred to as UPERC Open Access Regulations) on payment of wheeling charge, surcharge and additional surcharge and other charges (as may be applicable) as provided in Uttar Pradesh Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2019 and amendments thereof.

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[enter any one of the following for party of the Second Part]

And whereas Party of the Second Part is a distribution licensee who has entered into agreement(s) for purchase of electricity from generating company(ies) or licensee(s) and/or sale of electricity to licensee(s) situated within and/or outside the State on long/medium term basis as specified in Annexure A; ***[...if LTOAC/MTOAC is a licensee]***

or

And whereas Party of the Second Part is a generating company who has entered into agreement(s) for sale of electricity to licensee(s) and/or consumer(s) situated within and/or outside the State on long/medium term basis as specified in Annexure A; ***[...if LTOAC/MTOAC is a generating company including Renewable Energy Generator]***

or

And whereas Party of the Second Part is a generating company operating or will operate a plant qualified as 'Captive Generating Plant' under the provisions of the Act and is willing to carry electricity from its captive generating plant to the destination(s) of use at ***[enter destinations]*** and/or has scheme to sell electricity to licensee(s)/consumer(s) ***[enter if applicable]*** situated within and/or outside the State on long/medium term basis as specified in Annexure A; ***[...if LTOAC/MTOAC is a generating company operating as captive generating plant]***

or

And whereas Party of the Second Part is a consumer, permitted to seek open access under the provisions of Uttar Pradesh Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2019 and amendments thereof, who has entered into agreement(s) for purchase of electricity from generating company(ies) or licensee(s) situated within and/or outside the State on long/medium term basis as specified in Annexure A; ***[...if consumer is permitted as LTOAC/MTOAC]***



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And whereas Party of the Third Part is a Transmission Licensee owning and operating transmission system in the State of Uttar Pradesh, as per its License, and is under a statutory obligation to provide non-discriminatory open access, under the provisions of section 40 (c) of the Electricity Act, 2003 and in accordance with UPERC Open Access Regulations, 2019 and amendments thereof;

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And whereas Party of the Fourth Part Uttar Pradesh Power Corporation Limited is a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at Shakti Bhawan, Ashok Marg, Lucknow, Uttar Pradesh, hereinafter referred to as the "Corporation" (Applicable in case of Banking), which is the Holding Company of the state distribution licensees, namely, DVVNL, MVVNL, PVVNL, PuVVNL and KESCO;

[Applicable in case of Banking Agreement with State Distribution Licensee]

-----XXX-----

And whereas Party of the Fourth Part Noida Power Company Limited is a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at
....., hereinafter referred to as the "....."
[Applicable in case of Banking Agreement with NPCL]

And whereas agreement(s) for purchase and/or sale of electricity signed by LTOAC/MTOAC, require exchange of energy upto KW/MW individually between him and specified seller(s) or buyer(s) (strikeout whichever is not applicable), as the case may be, for a fixed or varying quantum of power (MW) at specified point(s) of injection and drawl interfaced with distribution system of party of the First part and/or interfaced with transmission system of party of Third Part;

And whereas LTOAC/MTOAC is desirous to avail long/medium ⁵ term open access to distribution system of party of the First part for



wheeling of electricity and/or Transmission System of party of Third Part for transmission of electricity between point(s) of injection and drawal in accordance with Uttar Pradesh Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2019 and amendments thereof; as detailed in Annexure-A;

And whereas LTOAC/MTOAC and Party of the First Part and/or Party of the Third Part have agreed to comply with such obligations, duties, time schedules, instructions or any other directions as set out by STU and Uttar Pradesh Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2019 and amendments thereof and shall also abide by UPEGC/IEGC as amended from time to time;

And whereas party of the First Part and/or Party of the Third Part has agreed to undertake wheeling and/or transmission of electricity from the point(s) of injection to point(s) of drawal, as detailed in Annexure-A, through distribution and/or transmission system built, maintained and operated by it and as strengthened from time to time on mutually agreed terms and conditions;

And whereas LTOAC/MTOAC has agreed to comply with installation of energy meters as specified in Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and CEA Communications Regulations as amended from time to time and also having automatic remote meter reading (AMR) facility at point(s) of injection and drawal and meet all requirements of communication as mandated by STU and Uttar Pradesh Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2019 and amendments thereof;

And whereas LTOAC/MTOAC has agreed to make payment strictly as per provisions of Uttar Pradesh Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2019 and amendments thereof and LDC charges as per Uttar Pradesh Electricity Regulatory Commission (Fees & Charges of SLDC and other related matters) Regulations, 2025 and amendments thereof;

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And whereas LTOAC/MTOAC has agreed to ensure compliance



of directions issued by party of the First Part and/or party of the Third Part through any instrument prior to or after grant of long/medium term open access;

And whereas a generating facility of _____ MW has been setup at _____ and is desirous to supply _____ MW to its captive users as per details in Annexure-A of this agreement;

And whereas the party of the First part and/or party of the Third part and party of the Fourth part have as per their letters dated given their consent for wheeling and/or transmission and banking [banking in the case of Captive Generating Plant and Cogeneration Plants only] subject to the Terms and Conditions as set out in this agreement.

NOW THEREFORE in consideration of the foregoing premises and mutual agreements, covenants and conditions set forth herein, party of the First Part and/or Party of the Third Part and Party of the Fourth Part (in case of Banking) and LTOAC/MTOAC i.e. Party of the Second Part do hereby agree to the contents of Part-I (BPTA & BPWA) and Part-II (Provisions related to Banking Agreement) in case of availing banking facility.



PART I
PROVISIONS RELATED
TO
BPTA & BPWA

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DEFINITIONS

Any Words and expressions used in this Agreement shall have the same meaning as defined in the Electricity Act 2003, Electricity Rules 2005, UPERC CRE Regulations 2024, UPERC Open Access Regulations 2019, UPERC Grid Code, UPERC Supply Code or any other UPERC Regulations and subsequent amendments to these Regulations.

A. INTERCONNECTION

1. The LTOAC/MTOAC shall be connected with the network of the Transmission/Distribution Licensee in accordance with the connectivity agreement under the provisions of UPERC Grant of Connectivity to intra-State Transmission System Regulations, 2010. In case the above regulations do not specify connectivity standards for a particular voltage level, the same shall be in accordance with Grid Code, Supply Code or any other applicable UPERC Regulations or CEA standards.
2. Exchange of power shall be in accordance with connectivity agreement under the provisions of UPERC Grant of Connectivity to intra-State Transmission System Regulations, 2010 and amendments thereof and UPERC Open Access Regulations, 2019 and amendments thereof, details of which are to be specified in Annexure A. Provided the system upto injection point and subsequent to drawal point shall be operated and maintained by LTOAC/MTOAC.
3. The LTOAC/MTOAC shall install, at its own cost, protection equipment viz. protection system, communication system or similar equipment for the protection of its own equipment as well as equipment of the Transmission/Distribution Licensee. LTOAC/MTOAC shall obtain the approval of the Transmission/Distribution Licensee for the specifications of such equipment and shall furnish the test reports, to the Transmission/Distribution Licensee, as may be required. The communication system shall be compatible with the Transmission/Distribution Licensee and UPSLDC software.
4. The LTOAC/MTOAC shall get its facilities and/or equipment inspected by the Transmission/Distribution Licensee before commencement 10 of



wheeling and/or banking and/or transmission and annually thereafter. Further, the LTOAC/MTOAC shall obtain the following approvals:

- a) Approval of the Electrical Inspectorate for the purpose of electrical safety
- b) Synchronization approval from the Transmission/Distribution Licensee.
- c) Written approval / concurrence for wheeling and/or banking and/or transmission of injected energy shall be in accordance with UPERC Open Access Regulations, 2019 and amendments thereof before synchronization.

Provided that if the approval/Concurrence is not made within the specified time limit of above provisions, then it shall be deemed as approved.

5. The LTOAC/MTOAC shall ensure that the metering and protection facility be, open on notice for inspection by the authorized representatives of the concerned Transmission/Distribution Licensee.
6. LTOAC/MTOAC shall give written notice of at least fifteen days in advance to the STU/Transmission Licensee/Distribution Licensee before the commercial operation date where no system strengthening is involved. However, if system strengthening is involved, then the timelines will be in accordance with UPERC Open Access Regulations, 2019, UPERC (Grant of Connectivity to intra-State transmission System) Regulations, 2010, UPEGC, 2007 and their amendments from time to time. The same shall also be intimated in writing to the UPSLDC as per the provision of Grid Code.
7. The Transmission/Distribution Licensee shall not be liable for losses or damages, if any, consequent to any line outage prior to injection point or subsequent to drawal point, for any reason whatsoever, due to which power is not evacuated.

B. UNDERTAKINGS

1. Obligations of the [Name of LTOAC] / [Name of MTOAC]:

- I. The LTOAC/MTOAC at all times shall have statutory approvals,¹¹ clearances, and permits as set out in Annexure-B of this



agreement. Further, LTOAC/MTOAC shall undertake to establish, operate & maintain its own system in accordance with the Act, State Grid code, Distribution code and other applicable Regulations, Rules, Codes and Standards abiding prudent utility practices.

- II. The LTOAC/MTOAC shall be liable to pay all applicable charges in accordance with UPERC Open Access Regulations, 2019 and amendments thereof.
- III. The LTOAC/MTOAC shall be liable to pay LDC charges and Registration charges in accordance with UPERC (Fees & Charges of SLDC and other related matters) Regulations, 2025 and amendments thereof;
- IV. The LTOAC/MTOAC shall pay any applicable taxes, cess, duties or levies imposed by the Government or Competent Authority from time to time.
- V. The LTOAC/MTOAC shall furnish, when required, any data necessary for the system studies conducted by the Corporation/ Transmission/ Distribution Licensee.
- VI. The LTOAC/MTOAC shall establish LC and make payment of bills as per UPERC Open Access Regulations, 2019 and amendments thereof.
- VII. LTOAC/MTOAC shall comply with instructions/directions of State/Area Load Dispatch Centre.

2. Obligations of Transmission/Distribution Licensee

The *[Name of Transmission Licensee]/ [Name of Distribution Licensee]* shall:

- i. Abide by the State Grid code, Distribution code and other applicable regulations, Rules, Codes and Standards.
- ii. Shall own, operate and maintain its transmission/distribution system and shall develop additional transmission/distribution system from time to time in order to maintain an efficient, co-ordinated and economical transmission/distribution system in accordance with the provisions of the Act, Rules and Regulations in force. Such system may also be used by LTOAC/MTOAC¹² in synchronism with inter-State transmission system, as the case



may be, for conveyance of contracted capacity under open access between specified point(s) of injection and drawl as detailed in Annexure A.

- iii. shall endeavour to maintain reliability of power except in case of occurrences or situations beyond its control for which distribution/transmission licensee shall not be held responsible and LTOAC/MTOAC agrees to indemnify distribution/transmission licensee on that account.
- iv. **shall have the right** to take measures to prevent imminent damage to any equipment installed in its **transmission /distribution** system and LTOAC/MTOAC agrees for curtailment of supply, if any, that occurs due to such measures taken up by **transmission/distribution** licensee. However, **transmission/distribution** licensee agrees to notify LTOAC/MTOAC about such occurrence, in advance if planned, otherwise after occurrence in case of emergency. Provided that **transmission /distribution** licensee shall ensure to take remedial measures to prevent or avert repetition of such occurrences in future.
- v. The Transmission/Distribution Licensee shall not impose any restrictions on the operation of LTOAC/MTOAC except for reasons of safe operation of the grid.
- vi. The Transmission/Distribution Licensee shall not be liable to pay any compensation for any damage caused to any system of LTOAC/MTOAC resulting from parallel operation with the grid.

C. METERING

1. Installation, periodical testing, calibration, maintenance of meters, reading of meters, checking and other related aspects (for main, check and standby meters) shall be undertaken in accordance with Uttar Pradesh Electricity Regulatory Commission (Terms and Conditions for Open Access) Regulations, 2019 and amendments thereof read with provisions specified in the U.P. Electricity Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and amendments thereof.

2. In case any tampering of metering cubicle or energy meters is detected or observed at injection or drawal points, the Transmission/Distribution Licensee/UPPCL shall have the right to withdraw the Transmission/ Wheeling facilities and/or Banking facility, as the case may be, to the LTOAC/MTOAC subject to the 30 days notice period to the defaulting entity to file its response. The Transmission/Distribution Licensee/ UPPCL shall give in writing the reasons for withdrawal of Transmission/ wheeling and/or Banking facility, as the case may be.

D. WHEELING OF ENERGY

1. Since approval of open access is granted prior to signing BPTA/BPWA, accordingly the transaction with its quantum of power along with parties to exchange stands approved at the time of signing BPTA. Any addition or deletion in the list of consumers shall be deemed approved by the transmission/distribution licensee provided the transferred power capacity is within the earlier power quantum. Provided that no supplementary agreement shall be required to be signed, for such addition or deletion of the consumers.
2. The order of priority for settlement of energy injected by the captive and co-generation facility under wheeling and payment of settlement amount for residual energy, if applicable, shall be done as per the UPERC CRE Regulations 2024 and amendments thereof or any subsequent Order passed by the Commission. In other cases the residual energy shall be settled as per the provisions of imbalance charges in UPERC Open Access Regulations, 2019 and amendments thereof.
3. In the event of system constraints, conditions prescribed in UPERC Open Access Regulations, 2019 and amendments thereof shall be adhered to.
4. The Transmission/Distribution Licensee/UPPCL reserve the right to withdraw the facility of wheeling and/or banking, as the case may be, either wholly or partly in case of any breach of conditions of this agreement or under force majeure conditions. In case of establishment of any breach of condition of this agreement the Transmission Licensee / Distribution Licensee/UPPCL shall grant 30 days curing period. If the party cures the breach Wheeling and/or banking shall be restored otherwise it shall be withdrawn. In such an event,



Transmission/Distribution Licensee/UPPCL shall not be liable to pay any compensation or damages to the LTOAC/MTOAC.

E. ENERGY ACCOUNT

1. The State energy accounts including amendments, if any, issued by SLDC shall form the basis of billing and shall be binding on LTOAC/MTOAC. State energy accounts shall be prepared by SLDC, as provided in the procedure of UPERC Open Access Regulations, 2019 and amendments thereof. In case no date is specified in the procedure of UPERC Open Access Regulations, 2019 and amendments thereof, it shall be prepared latest by 3rd day of the month (if 3rd day is a holiday, the next working day will be applicable).
2. In the event of delay in receiving meter readings or because of any other reason, whatsoever, SLDC will issue provisional State energy accounts as prescribed in procedures of Open Access Regulations or its amendments. In case no date is specified in the procedure of UPERC Open Access Regulations, 2019 or its amendments, it will be prepared by 3rd day of the month (if 3rd day is a holiday, the next working day will be applicable). However, final State energy account shall be issued positively by 10th of the month.

F. CHARGES

1. For the purpose of Open Access, the charges shall be as per UPERC Open Access Regulations, 2019 and amendments thereof or other applicable Orders of the Commission.
2. However, The Generating Facility shall be permitted to import power from the grid for startup, maintenance and other allied purposes duly intimating the period for which such supply is required. In such cases, the actual energy drawn from the grid, as recorded by the import meter, shall be charged in accordance with the relevant Regulations. For this purpose, there shall be deemed to be an existing connectivity agreement between the Discom & the generating company irrespective of the voltage level at which such generator is connected.
3. The infirm energy injected during the period from trial operation date after synchronization up to the commercial operation date shall be deemed to be sold to the Transmission/Distribution Licensee in whose jurisdiction the

project is located and shall be paid for by such Transmission/Distribution Licensee at the rate specified in the relevant Regulations.

4. Loss of Energy in wheeling and/or transmission shall be calculated as per the loss levels fixed by the Commission, from time to time, in its Tariff Order.

G. BILLING AND PAYMENT

1. Preparation of Energy Account, Billing by STU and SLDC and payment of bills and LDC charges by LTOAC/MTOAC shall be done in accordance with UPERC Open Access Regulations, 2019, UPERC (Fees & Charges of SLDC and other related matters) Regulations, 2025 and their amendments. The customer shall pay charges directly to STU and SLDC within Fifteen days from receipt of such bill.
2. The payment shall be made by electronic transfer or by bank draft drawn in favor of the officer so notified by STU.
3. The payment of bills by LTOAC/MTOAC shall be done in full even if there appears to be an error and the disputed amount shall be dealt in accordance to clause 4 below.
4. In case of dispute, LTOAC/MTOAC shall file a written objection with *STU/ Distribution Licensee/ Transmission Licensee* preferably within 30 (thirty) days of presentation of the bill, giving following particulars:
 - i) Items disputed, with full details/data and reasons of dispute, and
 - ii) Amount disputed against each item.

STU/ Distribution Licensee/ Transmission Licensee shall resolve the above dispute(s) with LTOAC/MTOAC within 30 (thirty) days. There will be no additional surcharge applicable on the disputed amount of bills during the said period of dispute resolution.

H. ARBITRATION

1. The Parties hereby agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
2. All disputes or differences between the Parties arising out of or in



connection with this Agreement shall, as far as possible, be settled through mutual negotiations.

3. Each Party shall designate in writing and communicate to the other Party its own representative, who shall be authorized to resolve any dispute arising out of this Agreement.
4. If the designated representatives are unable to resolve a dispute under this Agreement within thirty (30) days after such dispute arises, then it shall be referred to SPC or GRC as stipulated in UPERC Open Access Regulation, 2019 and amendments thereof. If SPC or GRC is unable to resolve the dispute in next 45 days, or if SPC or GRC is not in existence, the parties shall refer the same to UPERC for adjudication.

In case the Commission decides for arbitration, the arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 and amendments thereof and any statutory modifications thereto. The Arbitrator shall give a speaking and reasoned award. The venue of the Arbitration proceedings shall be at Lucknow.

5. Notwithstanding the existence of any disputes and differences, the parties hereto shall continue to perform their respective obligations under this Agreement and/or as directed by the Commission by an Order made in the proceedings during the course of dispute.

I. FORCE MAJEURE

1. In the event of Force Majeure conditions like war, mutiny, riot, earthquake, hurricane, strike, tempest, accident to machinery, affecting the wheeling of power, the Transmission/Distribution Licensee/UPPCL shall have no obligation to Wheel and/ or Bank energy as per this agreement. However, they shall make all reasonable efforts to restore normalcy within 30 (thirty) days and if the same is not possible, this agreement will be treated as temporarily suspended for the period in which Force Majeure conditions continue including aforementioned 30 days.

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2. During the period in which Force Majeure conditions prevail,



Transmission/Distribution Licensee/UPPCL shall not be liable to pay any compensation or damage or any claims, whatsoever, for any direct or indirect loss that may be suffered by the LTOAC/MTOAC on account of wheeling/ banking of electricity not being performed during the period.

J. IMPLEMENTATION OF THE AGREEMENT

All discretions to be exercised and directions, approvals, consents and notices to be given and actions to be taken under these presents, unless otherwise expressly provided herein, shall be exercised and given by the signatories to this Agreement or by the authorised representative(s) that each party may nominate in his behalf and notify in writing to the other party by Registered Post/Speed Post. Any other nomination of authorised representative(s) and/or changes in designation shall be informed likewise in writing to/by the LTOAC/MTOAC within one month of signing of the Agreement. Notwithstanding any nomination, the Director (.....) *[Name of distribution licensee]* and/or *[Name of transmission licensee]* or his authorised representative shall be authorised to act for and on behalf of *[Name of distribution licensee]* and/or *[Name of transmission licensee]*. Any changes in designations/registered office address shall be intimated in writing to all concerned parties.

K. NOTICE

Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon the date of receipt, if delivered by hand or sent by E-mail, courier, if mailed by registered post.

L. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto, and unless terminated pursuant to other provisions of the Agreement, shall continue to be 18 in force for such time for which Open Access is provided subject to



grant of Open Access for the period of renewal.

M. EVENTS OF DEFAULT

LTOAC/MTOAC's Default: The occurrence of any of the following events at any time during the term of this Agreement shall constitute an Event of Default by the LTOAC/MTOAC:

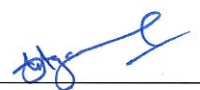
1. Failure or refusal by the LTOAC/MTOAC to perform any of its obligations agreed under this Agreement.
2. Failure by the Generating Facility to generate and inject and failure by LTOAC/MTOAC to wheel and/or transmit energy continuously for a period of six months in a Financial Year, as the case may be.
3. Non-payment of charges as specified in this agreement within the time specified in clause G(1) of this Agreement.

N. TERMINATION FOR LTOAC/MTOAC DEFAULT:

1. Upon the occurrence of any event of default as set out in clause M(1) and M(2) above, the Transmission/Distribution Licensee may deliver a Default Notice to the LTOAC/MTOAC in writing, which shall specify in reasonable detail the event of default giving rise to the default notice and call upon the LTOAC/MTOAC to cure the same within 30 days from the date of notice.
2. In case the LTOAC/MTOAC fails to cure the default(s) notified in the above Notice within 30 (thirty) days of the notice, the Transmission/Distribution Licensee shall be entitled to terminate this Agreement with immediate effect.
3. Upon termination of this agreement, the Transmission/Distribution Licensee shall stand discharged of all its obligations undertaken under this Agreement. However, the Parties shall fulfill the payment obligations arising out of this Agreement prior to the date of termination.
4. Upon termination of this agreement, the LTOAC/MTOAC shall be liable to pay the relinquishment charges as provided in UPERC Open Access Regulation, 2019 and amendments thereof.

O. NON-PAYMENT OF BILLS AND NON-ESTABLISHMENT OF LC

1. In case the payment of any bill for charges payable under the Agreement is delayed by LTOAC/MTOAC, distribution/transmission



licensee/SLDC shall levy late payment surcharge as per rate specified in the Orders of the Commission or UPERC Open Access Regulations, 2019, UPERC (Fees & Charges of SLDC and other related matters) Regulations, 2025 and amendments thereof as per applicability.

2. LTOAC/MTOAC will make all efforts to open LC within a reasonable period. In the event of failure to establish/enhance LC within a reasonable period or alternatively if any bill remains unpaid in absence of LC for a period exceeding two months from the date of issue of the bill, distribution/transmission licensee shall inform SLDC to discontinue/regulate wheeling of electricity to LTOAC/MTOAC. SLDC at its own discretion may not consider to schedule such transaction or may cancel scheduling of already scheduled transaction or may not entertain any application of such customer in future until default is cured.

P. MISCELLANEOUS PROVISIONS

1. **Waivers:** Any failure on the part of a Party to exercise and any delay in exercising any right set out hereunder for a period exceeding three years shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered as a waiver with respect to any subsequent matter of default.
2. **Limitation, Remedies and Damages:** Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.
3. **Severability:** Any provision of this Agreement, which is prohibited or unenforceable under any law, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such other provisions.
4. **Amendments:** This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed²⁰ by the authorized representatives of concerned Parties and approved by



the Commission. However, the Commission shall be entitled to modify/alter the conditions of this contract [agreement] suo-moto, to redress the difficulties being faced, if any.

5. **Assignment:** The LTOAC/MTOAC shall not assign this Agreement or any portion hereof without the prior written consent of the Corporation/ Transmission/Distribution Licensee and approval of the Commission. Provided further that any assignee shall expressly assume in writing the assignor's obligations arising under this Agreement prior to the assignment.

6. **Entire Agreement, Appendices:**

a) This Agreement constitutes the entire agreement between Corporation, Transmission/Distribution Licensee and the LTOAC/MTOAC, concerning the subject matter hereof. The annexures, attachments and exhibits, if any, are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

b) In the event of any inconsistency between the text of the Articles of this Agreement and the annexures, attachments or exhibits, if any, hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit, Corporation/ Transmission/Distribution Licensee and the LTOAC/MTOAC shall mutually consult to resolve the inconsistency.

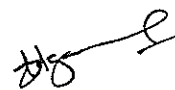
c) All previous model agreements concerning the subject stand repealed. However, any transaction taking place on the basis of earlier model agreements shall be deemed to be a valid transaction for such period as specified in the UPERC CRE Regulations 2024.

7. **Further Acts and Assurances:** Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties hereto have caused this



Agreement to be executed by their authorized representatives and copies delivered to each Party, as on the day and year first above stated.

A handwritten signature in black ink, consisting of a stylized 'H' followed by a horizontal line and a small loop at the end.

PART II
PROVISIONS RELATED
TO
BANKING AGREEMENT

dy

Part – II Banking Agreement

BANKING (applicable in case of Banking of Energy)

1. Banking of energy and its carry forward shall be allowed subject to the ceilings and provisions mentioned in UPERC CRE Regulations, 2024 and its subsequent amendments.
2. The Transmitted or wheeled energy together with the energy being banked or withdrawn against earlier banked energy, in any time block, shall be limited to the capacity of open access, as has been applied by LTOAC/MTOAC in accordance with the provisions of UPERC Open Access Regulations, 2019 and amendments thereof.
3. For generating plants (Except Bagasse & Biomass) no compensation shall be paid for the lapsed energy. However, RE generating plant shall be entitled to get Renewable Energy Certificates for such lapsed banked energy subject to the provisions of CERC (REC) Regulations, 2022 and amendments thereof.
4. The Banking as well as withdrawal of banked energy shall be subject to Day-ahead scheduling only at the point of injection of energy. Scheduling of energy, including Banked as well as withdrawal of banked energy, shall be mandatory for availing the banking facility. The captive generating plant may supply banked energy to its Captive user(s) in accordance with UPERC Open Access Regulations, 2019, UPERC CRE Regulations 2024 & amendments thereof subject to payment of all applicable charges as per Open Access Regulations, 2019 and deduction of banking charges in accordance with UPERC CRE Regulations 2024.
5. The energy drawn by Co-generation plant, which is not against the banked energy, or the energy drawn by Captive Generating Plant for its own use, as ascertained by energy meter readings, shall be considered as power purchased by the plant from the licensee. Such energy drawn from the distribution licensee shall be billed at HV-2 category of rate schedule of retail tariff specified by the Commission from time to time.
6. Banking of energy shall not be allowed to outside state (Interstate) generators.



7. Unless a provision under Part-I of the agreement is exclusively associated with Wheeling/ Transmission, all remaining provisions of Part-I shall also be applicable in case of Part-II of the agreement i.e. Banking Agreement.



For and on behalf of

*[enter name of
Distribution Licensee]*

.....

(Signature with Name,
Designation Address and
Seal)

WITNESS

1.

(Signature with Name
and Address)

2.

(Signature with Name
and Address)

For and on behalf of

*[enter name of
LTOAC/MTOAC]*

.....

(Signature with
Name, Designation
Address and Seal)

WITNESS

1.

(Signature with Name
and Address)

2.

(Signature with Name
and Address)

For and on behalf of

*[enter name of
Transmission
Licensee]*

.....

(Signature with Name,
Designation Address
and Seal)

WITNESS

1.

(Signature with Name
and Address)

2.

(Signature with Name
and Address)

For and on behalf of

*[UPPCL in case of
Banking]*

.....

(Signature with
Name, Designation
Address and Seal)

WITNESS

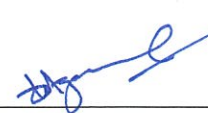
1.

(Signature with Name
and Address)

2.

(Signature with Name
and Address)

[Strike through whichever is not applicable]



ANNEXURE-A

Injection Entity

1. Name of entity
2. Status of entity (RE-Captive/ RE-Non-Captive/ Co-Generation/ Non-RE-Captive/ Non-RE-Non-Captive)
3. Utility in which it is embedded
4. Interface with transmission or distribution system (as the case may be)
 - i) Name of sub-station
 - ii) Voltage level
 - iii) Name of licensee

Drawee Entity

1. Name of entity
2. Status of entity (Captive/ Non-Captive)
3. Utility in which it is embedded
4. Interface with transmission or distribution system (as the case may be)
 - i) Name of sub-station
 - ii) Voltage level
 - iii) Name of licensee

Long Term/ Medium Term Open Access Details

1. Date/Month of commencement of the open access
2. Period of open access
3. Duration of open access (Time block)
4. Capacity (KW/MW) at point of Injection



ANNEXURE-B

PERMITS, CLEARANCES AND APPROVALS

1. Permission for Grant of Connectivity and Approval of Open Access.
2. Synchronization approval and Commissioning report from Transmission/ Distribution Licensee.
3. Wheeling and Banking approval by the nodal agency
4. Approval of the Electrical Inspector, Government of Uttar Pradesh for Commissioning of the transmission line for evacuation of power from the project to the injection point/ substation.
5. Approvals required under any law for the time being in force.

