

WHEELING AGREEMENT FORMAT FOR NON- RE POWER PROJECTS

This Wheeling Agreement is made at on this..... day of between Karnataka Power Transmission Corporation Limited, a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at Kaveri Bhavan, Kempegowda Road, Bangalore – 560 009, Karnataka State, hereinafter referred to as the "Corporation" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns) and _____ Electricity Supply Company Limited a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at (address), Karnataka State hereinafter referred to as the "____ ESCOM" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns)/ and _____ Electricity Supply Company Limited, a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at(address), herein after referred to as -----ESCOM(which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns) and M/s., a generating company and having its Registered Office at..... hereinafter referred to as the "Company" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns) as parties.

WHEREAS:

- i) The Corporation is a transmission Licensee owning and operating a transmission system and the ESCOM/s is/are a distribution Licensee/s engaged in the business of electricity distribution in the State of Karnataka and is/are under a statutory obligation to provide non-discriminatory open access, under the provisions of the Electricity Act, 2003.

- ii) The Govt. of Karnataka by its order No.dated has accorded its sanction to the proposal of the Company for erection of Generating Station (---type) ofkW/MW capacity at/near Village in ----- Taluk, - ----- District and the Company plans to construct, own, operate and maintain/owns and operates the said generating Station, hereinafter referred to as its Project.

iii) The Company desires to wheel upto ---kW/MW of the power generated from the project for the use of its consumer/s(whether captive or otherwise) utilizing the transmission and/or distribution network of the Corporation and ESCOM/s respectively and for the said purpose intends to enter into an agreement with the Corporation and the ESCOM/s.

iv)The Corporation and the ESCOM/s have as per their letters dated_____and dated..... respectively, given their consent for wheeling of electricity generated by the Company in the project, subject to the Terms and Conditions as set out in this agreement.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE CORPORATION, ESCOM/S, AND THE COMPANY, HEREBY AGREE AS FOLLOWS:

ARTICLE 1

1.1 DEFINITIONS .-

For the purposes of this Agreement, unless the context otherwise requires, the following words and expressions shall have the respective meanings set forth below:

- a) "**Act**" means the Electricity Act, 2003 as amended from time to time;
- b) "**Agreement**" shall mean and include the Wheeling Agreement executed herein, including the schedules hereto, amendments, modifications and supplements made in writing by the parties from time-to- time;
- c) "**Applicable Tariff/Charge**" means the tariff/charges for wheeling as determined by the Commission from time-to-time;
- d) "**Billing Period**" means the period from 00:00 hours of the first day of a calendar month to 24:00 hours of the last day of such month. The first Billing Period shall commence from 00:00 hours of the Commercial Operation date/date of commencement of wheeling in a calendar month and end with 24:00 hours of last day of such month (Billing shall be done on 15minutes slot-wise);
- e) "**Commercial Operation Date**" means the date declared jointly by the Company and the Corporation/ ESCOM/s on which the project or any of its units is/are declared as available for commercial operation, after trial operation;

Note: - The Commissioning Certificate shall be issued by the appropriate authority as per the KERC order dated 01.02.2016 or any subsequent order;

- f) "**Commission**" means the Karnataka Electricity Regulatory Commission;
- g) "**Drawal Point**" means the point as specified by the Company to which the wheeled power is to be supplied, indicating the place of consumer & RR. No. if any;
- h) "**Force Majeure Events**" means the events and circumstances as described in Article 9;
- i) "**Injection Point**" means the point or points at which Electricity is injected by the Company into the Corporation/ESCOM network;
- j) "**Injected Energy**" means the kilowatt hours of electricity actually exported and measured by the energy meters at the Injection Point in a Billing Period;

12.5 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.

12.6 Amendments:

This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by the authorized representatives of both the Parties and approved by the Commission. However, the Commission shall be entitled to modify/alter the conditions of this contract [agreement] at the instance of either of the parties, or *suomotu*, after giving an opportunity of hearing to all the parties.

12.7 Assignment:

Neither Party shall assign this Agreement or any portion hereof without the prior written consent of the other Party and approval of the Commission.

Provided further that any assignee shall expressly assume the assignor's obligations thereafter arising under this Agreement pursuant to documentation satisfactory to such other Party.

12.8 Entire Agreement, Appendices:

This Agreement constitutes the entire agreement between Corporation, ESCOM/s and the Company, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits 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/ ESCOM/s and the Company shall mutually consult to resolve the inconsistency and intimate the same to the Commission.

12.9 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 of the day and year first above stated.

FOR AND ON BEHALF OF CORPORATION

Name:

Designation of authorized representative:

KPTCL

WITNESSES

- 1.
- 2.

FOR AND ON BEHALF OF ESCOM/s

Name:

Designation of authorized representative:

ESCOM/s

WITNESSES

- 1.
- 2.

FOR AND ON BEHALF OF THE COMPANY

Name:

Designation of authorized representative:

Company:

WITNESSES

- 1.
- 2.

SCHEDULE -1

PERMITS, CLEARANCES AND APPROVALS

1. G O for Establishment of Generating Plant.
2. Evacuation approval for evacuation of power from the generating plant to the ESCOM/s & Consumer.
3. Synchronization approval and Commissioning report from Corporation/ESCOM/s.
4. Wheeling approval by the nodal agency
5. Approval of the Electrical Inspectorate, Government of Karnataka for Commissioning of the transmission line for evacuation of power from the project to the injection point/ substation.
6. Approvals required under any law for the time being in force.

SCHEDULE- 2

SPECIFICATIONS OF ELECTRICAL ENERGY DELIVERY

1. The generation voltage from the Power Plant of M/s..... is atkV. It comprises generators, generator transformer and unit transformer.
2. The generated power at.....kV will be stepped up to.....kV for the purpose of inter-connection with the State grid atkV. Generators will also be allowed to draw start up power from the grid.
3. The injection point is atreceiving station at.....kV.