

**AGREEMENT FOR MEDIUM TERM OPEN ACCESS
BETWEEN
CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED
AND
Party name**

This Medium Term open Access Agreement (hereinafter called 'MTOAA') having ref. no.: **C/CTUIL/MTOAA/...MW/.....PARTY SHORT NAME...../120000.....** entered into on the day of, Two Thousand and Twenty Two (**2022**) between **CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED**, a company incorporated under the Companies Act, 2013, having its registered office at Plot No.2, Sector 29, Gurgaon – Haryana, 122001, India (hereinafter called either "CTUIL" or 'CTU', which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part;

AND

Party name , a company incorporated under the Companies Act, 1956 having its Registered office at:Company Addressand Correspondence Address at: (hereinafter referred to as Medium Term Customer or "**MTC**" or "**.....PARTY SHORT NAME.....**", which

expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the second part.

- A) WHEREAS it is inter alia a function of CTU under clause (d) of sub-section (2) of Section 38 of the Electricity Act, 2003 to provide non-discriminatory open access to its transmission system for use by any licensee or generating company on payment of transmission charges.
- B) WHEREAS the grant of connectivity to ISTS is regulated under Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 hereinafter referred to as “CERC Connectivity Regulations, 2009” and the Detailed Procedure(s) notified under Regulation 27 of CERC Connectivity Regulations, 2009 hereinafter referred to as “Detailed Procedure”.
- C) The Ministry of Power, Government of India has notified CTUIL as the Central Transmission Utility (CTU) in exercise of the powers conferred under sub section (1) of section 38 of the Electricity Act, 2003 vide Gazette Notification No. S.O. 1095(E). dated 09.03.2021 [hereinafter “**CTU Gazette Notification**”] to undertake and discharge all functions of CTU pursuant to the provisions of the said Act or any regulations or directions of the Central Commission or Authority or any other directions or functions prescribed by the Central Government. The aforesaid Gazette Notification has become effective from 01.04.2021.
- D) AND WHEREAS “.....**PARTY SHORT NAME**.....” is desirous to avail ...**MW** Medium Term Open Access to ISTS and has applied vide Application No. **120000**.... dated in accordance with Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations’ 2009 and its amendments thereof, and Procedures stipulated thereof for transfer of ...**MW power** from**PARTY SHORT NAME**.....’ **Project address**.....as per their application.

- E) AND WHEREAS MTOA of ...**MW** has been granted as per the dates, period, injection/drawl and terms & conditions contained in the intimation no. **CTU/.../120000.... dated**issued vide letter ref: no. **CTU/.../120000.... dated** CTU's letter dated is enclosed at **Annexure-I** to this Agreement.
- F) AND WHEREAS the transmission system required for direct injection of ...**MW** of power, from**PARTY SHORT NAME**.....'s **generation project** (....., is as per the arrangement indicated in the CTU's intimation dated
- G) AND WHEREAS the commencement of MTOA for transfer of**MW** of power from**PARTY SHORT NAME**.....'s **generation project at**..... shall be as per intimation no. **CTU/.../120000.... dated**
- H) AND WHEREAS CERC has notified "Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2020. Accordingly, the determination and sharing of transmission charges and losses shall be as per the provisions of the Sharing Regulations, 2020 and Electricity Act, 2003 & relevant CERC Regulations.
- I) AND WHEREAS MTC shall pay or ensure payment from it's beneficiary(ies), of all the applicable transmission charges from the date of Commencement of Medium Term Open Access in accordance with the sharing mechanism, as decided/ notified/ determined/ adopted by Central Electricity Regulatory Commission from time to time.
- J) AND WHEREAS the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 and the Detailed Procedures made therein shall be applicable including amendments made therein from time to time.
- K) AND WHEREAS it has become incumbent upon MTC and CTU to enter in to MTOA Agreement as envisaged under the "CERC Connectivity Regulations, 2009" and "Detailed Procedure".

L) AND WHEREAS, during the tenure of this agreement if any of the covenants and conditions recited in this agreement are found inconsistent with the provisions of the Electricity Act 2003, notifications/ guidelines/ codes/ rules/ regulations and any amendments thereof from time to time, notwithstanding anything contained in the agreement referred to above, the said provisions shall prevail.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.0

- (a) MTOA for ...MW to be availed by “**short name**” is as per the dates, period and other conditions as mentioned in intimation no. **CTU/..... dated** and letter ref no. **CTU/..... dated** which is placed at **Attachment -I** to this Agreement
- (b) The MTC shall furnish or ensure that beneficiary(ies) furnishes, a confirmed irrevocable, unconditional and revolving Letter of Credit through a scheduled bank or any other acceptable instrument of payment security mechanism in favour of the Central Transmission Utility for an amount equal to two point one times (2.10) of the average amount of First Bill of a year in line with clause (1) & (2) of Regulation 19 the CERC (Sharing of Inter-State Transmission Charges and Losses) Regulations 2020.
2. This is agreed to by MTC, signing this Agreement, to share and pay or ensure beneficiary(ies) to share and pay all the applicable transmission charges of the existing transmission system from the date of Commencement of Medium Term Open Access in accordance with the sharing mechanism, as decided/ notified/ determined/ adopted by Central Electricity Regulatory Commission from time to time.
3. This is agreed to by MTC, signing this Agreement, to indemnify at all time and hold the CTU and RLDC/NLDC harmless from and against any and all damages, losses, liabilities, obligations, penalties, cause of action, claims of any kind (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses"), suffered, incurred or paid, directly, as a result of, in connection with or arising out of and relating to exercise of CTU's and RLDC/NLDC's actions pursuant to and in accordance with this Agreement.

4. All differences/ disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under Regulation 32 of the CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 and under Electricity Act 2003.

5. **Default on account of breach of MTOA Agreement**

If, prior to the commencement of MTOA, the customer (MTC) does not furnish or fails to ensure that the same is furnished by the beneficiary(ies), the Letter of Credit of requisite amount and other Payment Security Mechanism in accordance with BCD Procedure under CERC (Sharing of Interstate Transmission Charges and Losses) Regulations, 2020 or the "Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2020, the same shall construe to be a Breach of Contract or Default of MTOA and would entitle CTU to foreclose and terminate the MTOA Agreement after giving 15 (fifteen) days notice of default to the MTC.

The MTC may choose to remedy the default by furnishing Letter of Credit and other Payment Security Mechanism to Transmission Licensee within such notice period, failing which the MTOA Agreement and consequent the MTOA shall stand cancelled forthwith.

6. The Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 and the Detailed Procedures made therein shall be applicable including amendments made therein from time to time.

7. This Agreement shall be valid from the date of signing of this agreement till the validity of Medium Term Open Access subject to its revision as may be made by the parties to this Agreement provided that this Agreement may be mutually renewed or replaced by another Agreement on such terms as the parties may mutually agree.

In witness whereof both the parties have executed this Agreement through their authorized representative.

Witness

**For and on Behalf of
CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED
CIN: U40100HR2020GOI091857**

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....

For and on behalf of

.....

CIN:

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....