

## OPEN ACCESS AGREEMENT

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between,

**Adani Electricity Mumbai Ltd, a company incorporated under the Companies Act, 1956** having its registered office at CTS 407/A(New), 408 Old Village, Eksar Devidas Lane, Off SVP Road, Borivali (W), Mumbai-400103 (hereinafter referred to as "AEML" or "Distribution Licensee" or "Nodal Agency" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns);

**Company A, [Name], a company incorporated under the Companies Act, 1956** having its registered office at \_\_\_\_\_(Address); (hereinafter referred to as "Consumer" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns);

**Company B, [Name], a company incorporated under the Companies Act, 1956** having its registered office at \_\_\_\_\_(Address); (hereinafter referred to as "Generator" or "Supplier" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns); and

(Hereinafter collectively referred to as Medium Term Open Access Parties and individually referred to as A, B.... respectively)

A) WHEREAS the Consumer is located within the area of supply of AEML at ---  
------(address of consumer premises), having -----(Contract Account No.), hereinafter referred to as "Connection Point", and is having a Contract Demand of --- MVA with AEML and is therefore eligible to obtain open access on AEML's distribution system under the terms of the Act and the Regulations made thereunder;

- B) AND WHEREAS the Medium Term Open Access Parties are desirous to avail Medium Term Open Access in accordance with Maharashtra Electricity Regulatory Commission (Distribution Open Access) Regulations, 2016 (hereinafter referred to as "Regulations") made by Maharashtra Electricity Regulatory Commission (hereinafter referred to as "Commission") and Electricity Act 2003 (including their amendments, if any) to the Distribution System for transfer of power from the respective places of generation or consumption as per the details contained in the Annexure-1.
- C) AND WHEREAS in accordance with MERC Distribution Open Access Regulations and Electricity Act 2003 (including the amendments, if any) and in accordance with the duration and other particulars mentioned in Annexure-1, the Distribution Licensee has agreed to provide such Open Access on its distribution system required by these Medium Term Open Access Parties.
- D) AND WHEREAS Medium term Open Access Parties have agreed to share and pay all the Wheeling/Transmission charges, as applicable in accordance with the Regulations and/or Tariff Order issued by the Commission from time to time for the use of its Distribution/Transmission System, including intra-state transmission system, MSLDC charges, Cross-Subsidy Surcharge, Additional Surcharge and any other charge thereof as determined by the Commission from time to time. These charges would be paid to the Nodal Agency from the scheduled date of Open Access as indicated at Annexure-1.
- E) AND WHEREAS, wherever required as per the Regulations, the Nodal Agency agrees to collect and pay all other Parties relevant charges, as applicable, in accordance with the Regulations / Tariff Order issued by the Commission from time to time.
- F) AND WHEREAS, the Medium Term Open Access Parties shall install Special Energy Meter at the locations mentioned in Annexure -1, prior to the commencement date of open access as per the said Annexure – 1.

Now, therefore in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Distribution Licensee and the Medium Term Open Access Parties as follows:

- 1.0 In accordance with Regulations and Electricity Act 2003 (including the amendment if any) and in accordance with the duration and other particulars mentioned in Annexure-1, Nodal Agency agrees to provide such Open Access required by these Medium Term Open Access Parties.
- 2.0 (a) Medium Term Open Access Parties shall pay the Wheeling Charges in accordance with the regulation/tariff order issued by the Commission from

time to time including charges for intra-state transmission system /MSLDC charges, Cross-Subsidy Surcharge, Additional Surcharge and any other charge thereof as determined by the Commission. These charges would be applicable from the scheduled date of Open Access as indicated at Annexure-I irrespective of the actual date of usage.

(b) In addition to opening of LC for 105% of estimated average monthly billing for charges mentioned at 2(a) above, the Consumer would provide security in the form of irrevocable Bank Guarantee (BG), in favor of the Distribution Licensee, equivalent to two months estimated average monthly billing, three months prior to the scheduled date of Open Access as indicated at Annexure-1. The Bank Guarantee shall remain valid till the expiry of open access as per the duration mentioned in Annexure-1.

(c) The estimated average charges would be reviewed every year and accordingly the amount of security would be enhanced/ reduced by the Consumer.

(d) In case the Consumer defaults in payment of the monthly charges of Distribution Licensee, then, the Distribution Licensee shall be entitled to encash/adjust the BG immediately.

(e) In case of encashment / adjustment of the BG by the Distribution Licensee against non-payment of monthly charges by the Consumer, the same should be immediately replenished/recouped by the Consumer before the next billing cycle.

(f) The energy balancing and accounting, including determination of imbalance, provision of banking and adjustment / settlement of banked energy shall be carried out by the Distribution Licensee in accordance with the terms of the Regulations.

3.0 During the tenure of this agreement if any of the covenants and conditions recited in this Agreement including the details at Annexure-1, which are integral part of this Agreement, are found to be inconsistent with the provisions of the Electricity Act 2003 and/or applicable notifications/rules/regulations issued either by MERC as per the provisions of the Electricity Act then notwithstanding anything contained in the agreement referred to above, the said rules and regulations shall prevail.

4.0 The Medium term Open Access Parties shall not relinquish or transfer their rights and obligations specified in this Agreement, without prior approval of the Distribution Licensee and subject to payment of compensation in accordance with the MERC Regulations issued from time to time.

5.0 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 in the Regulations.

6.0 The parties shall ensure due compliance with the terms of this Agreement. However, no Party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock out, fire, flood, forces of nature, major accident, act of God, change of law and any other causes beyond the control of the defaulting party. But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice of 30 days to the other party to this effect. Transmission/drawal of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

7.0 This Agreement shall be valid from the date of signing of this Agreement till the validity of Open Access subject to revisions, if any, as may be made by the Parties to this Agreement. No further credit of open access energy shall be provided by the Distribution Licensee to the Consumer, upon the expiry of the term of open access as shown in Annexure-1 herein. If the Medium Term Open Access Parties are desirous to extend the term of Open Access, fresh application for open access shall have to be made by the Parties to the Nodal Agency.

8.0 Any party intending to terminate this agreement shall give the other parties not less than thirty (30) days prior written notice of termination of this agreement:

Provided, that termination shall be subject to settlement of all dues of the Distribution Licensees in accordance with the Act, the Regulations and this agreement.

9.0 The Distribution Licensees may terminate this Agreement and disconnect the Consumer in the following circumstances, in accordance with the provisions of the Act:-

the Consumer defaults in the payment of any charge or any other sum due from him as provided under Section 56 of the Act; or

the Consumer does an act referred to in sub-section (3) of Section 163 of the Act; or

the disconnection is authorized under any other provision of the Act, the rules and Regulations made there under and/ or any other law for the time being in force; or

In case of encashment / adjustment of the BG by the Distribution Licensee against non-payment of monthly charges by the Consumer, the Consumer fails to replenish the Bank Guarantee before the next billing cycle

The Consumer or Supplier shall, within the notice period, remedy or remove the cause or causes stated in the notice failing which the Distribution Licensee may terminate this Agreement from the date stated in the notice. Notwithstanding anything contained in this clause, where termination of Agreement results in disconnection of the Consumer, it shall be only for the reasons authorized by the Act. The reconnection of a disconnected consumer shall be in accordance with the provisions of the Act and the Regulations.

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

**Name & Signature  
Consumer**

**Name & Signature  
Distribution Licensee**

**Name & Signature  
Supplier**