

(This format is applicable for all bilateral transactions other than intra-day/contingency bilateral contracts)

Affidavit

[In compliance to Regulation 8 of the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 as amended on 11.9.2013]

I, \_\_\_\_\_, s/o \_\_\_\_\_ aged \_\_\_\_\_ years working as \_\_\_\_\_, with \_\_\_\_\_ having its registered office at \_\_\_\_\_ do hereby solemnly affirm and state as follows:-

- a. I am the representative of \_\_\_\_\_ (hereinafter referred to as the "applicant") and I am duly authorized to make this affidavit.
- b. That I am dealing with the sale/purchase of power on behalf of the applicant.
- c. The applicant has a generating station/captive generating plant with a total installed capacity of \_\_\_\_\_ MW (for Unit No. \_\_\_\_\_) situated at \_\_\_\_\_ in the State of \_\_\_\_\_.

OR

The applicant is a distribution licensee having been granted licence by \_\_\_\_\_ Commission and is entitled to engage in the sale of electricity to consumers in the area of its distribution and surplus electricity to others.

OR

The applicant is an electricity trader having been granted licence by \_\_\_\_\_ Commission and is entitled to purchase electricity for resale thereof.

- d. The applicant is applying for "no objection" or "prior standing clearance" for the purpose of availing inter-State open access for transmission of \_\_\_\_\_ MW capacity for the duration of \_\_\_\_\_ day(s) from \_\_\_\_\_ to \_\_\_\_\_.
2. a. I say that the power equivalent to \_\_\_\_\_ MW (from Unit No. \_\_\_\_\_) has so far not been committed at any time for sale to any person and the

generating station or generating unit or captive generating plant from where the power is proposed to be sold is being commissioned for the first time effectively from \_\_\_\_\_ and further there exists no agreement or arrangement for sale of the above \_\_\_\_\_ MW of capacity to any other person. The above \_\_\_\_\_ MW of capacity is freely available without any prior commitment in favour of any other person.  
*(APPLICABLE FOR NEW COMMISSIONED STATIONS)*

OR

- b. I say that \_\_\_\_\_ MW capacity (from Unit No. \_\_\_\_\_) proposed to be sold to M/s \_\_\_\_\_ is available for the duration and time mentioned in the Open Access Application without there being any agreement or arrangement or commitment for sale of this power to any other person.  
*(APPLICABLE FOR EXISTING STATIONS SELLING POWER FOR FIRST TIME)*

OR

- c. I say that \_\_\_\_\_ MW capacity was being sold in the past to M/s \_\_\_\_\_ under a Power Sale Agreement or arrangement and the Power Sale Agreement or arrangement stands terminated effectively on \_\_\_\_\_ and there exists no other commitment or agreement or arrangement for sale of \_\_\_\_\_ MW of power of the applicant to the above person or to any other person after \_\_\_\_\_ and the applicant is free to sell the power to any other person.  
*(APPLICABLE FOR TERMINATED CONTRACTS)*

OR

- d. I say that there existed an agreement for sale of the above \_\_\_\_\_ MW of power by the applicant to M/s \_\_\_\_\_ but the agreement/arrangement/commitment stands terminated validly effectively from \_\_\_\_\_ by Order dated \_\_\_\_\_ passed by the Central/State Electricity Regulatory Commission or by a Competent Court or pending disposal of dispute between the parties, the Central/State Electricity Regulatory Commission or the Competent Court has allowed the applicant to sell power to third party, notwithstanding the commitment or agreement or arrangement. *(APPLICABLE IN CASES OF JUDICIAL INTERVENTION)*

OR

- e. I say that by agreement dated \_\_\_\_\_ M/s \_\_\_\_\_ with whom the above company had a Power Sale Agreement or arrangement to sell \_\_\_\_\_ MW capacity from generating station/captive generation plant/generating unit no. \_\_\_\_\_/distribution licensee/electricity trader/has duly agreed to the termination of the agreement/arrangement and has allowed the company to deal with any third party for the sale above \_\_\_\_\_

MW capacity or any part thereof. The said agreement dated \_\_\_\_\_ signed with the above M/s. \_\_\_\_\_ is attached to. *(APPLICABLE FOR MUTUALLY TERMINATED CONTRACTS)*

OR

f. I say that there exists a Power Sale Agreement which provides for sale of power to a third party, in case power is not scheduled to the purchaser. *(APPLICABLE IN CASE OF PURCHASER ALLOWING SALE OF POWER TO A THIRD PARTY)*

3. The applicant shall indemnify the SLDC/RLDC/NLDC against any consequence or liability, including the cost of litigation, that may arise on account of dispute involving pen access being sought under this application.

4. I declare that:

- (i) There is a valid contract with M/s \_\_\_\_\_ for the sale of \_\_\_\_\_ MW capacity by the applicant under the proposed transaction for which concurrence is applied and;
- (ii) There is no other contract for sale of the same power as mentioned above.

5. I say that the above affidavit is being given on the clear understanding that the same is for obtaining "no objection" or "prior standing clearance" for bilateral transactions (except for intra-day transaction/contingency transactions) under Regulation 8 of the Open Access Regulations, 2008 as amended from time to time and the facts mentioned above are true to enable the Authorities to act on the same and decide on the open access.

The statements made in paragraphs \_\_\_\_\_ of the affidavit herein are based on the Company's official record maintained in the ordinary course of business and I believe them to be true and correct.

Deponent

Verification

Solemnly affirmed at \_\_\_\_\_ on \_\_\_\_\_ that the contents of the above affidavit are true to my knowledge and belief and no part of it is false and nothing material has been concealed there from.

Deponent

Place:

Date: