

(On stamp paper of Rs.300/-)

WHEELING AGREEMENT FOR SOLAR CAPTIVE USER

THIS AGREEMENT IS MADE AT _____, THIS DAY _____ OF MONTH _____ OF THE YEAR 20____.

BETWEEN

M/S._____, a _____ Firm, having its Registered Office at _____ . (Hereinafter called the 'Company' or 'Consumer'), which expression includes its permissible assigns and successors, a Party of the first part

AND

_____ **GUJARAT VIJ COMPANY LIMITED**, a Government Company registered under the Companies Act 1956 and carrying on the business of distribution of electricity in the area of supply mentioned in its license/Transfer scheme and having its Registered and Corporate office – Off. _____ (hereinafter referred to as "DISCOM") which expression shall include its permitted assigns and successors), a Party of the Second Part

AND WHEREAS

The Company above named has been permitted by the Gujarat Energy Development Agency (GEDA) to set up Solar Capacity, **Total-**_____ **MW** on Revenue survey number _____, **At Village:**_____, **Taluka:**_____, **Dist.:**_____ in accordance with the provisions of the Gujarat Integrated Renewable Energy Policy- 2025, issued under the Resolution No. REN/e-file/20/2025/1966/B1 by the Government of Gujarat on 24th December 2025 (hereinafter referred to as the Policy).

AND WHEREAS

“The GERC vide notification No. 08 of 2024 dated 21.02.2024 has issued GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 to facilitate Generator / Consumer / Licensee for availing the benefit of Green Energy.

AND WHEREAS

The GERC vide notification No. 06 of 2024 dated 31.08.2024 has issued “Tariff Framework for Procurement of Power by Distribution Licensees and Others from Solar Energy Projects and Other Commercial issues for the State of Gujarat” for procurement of power by distribution licensee and others from Solar Energy Power Project which commissioned post 31.03.2023 up to control period specified in said order.

AND WHEREAS

“ _____, the first party under the agreement, hereby acknowledges that the present agreement has been entered into by both the parties, taking into account the notification of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and GERC Tariff Order No 6 of 2024 on “Tariff framework for procurement of power by the distribution licensees and others from solar power projects for the state of Gujarat” for procurement of power by the distribution licensees and others from solar power projects for the state of Gujarat. Further, parties agree to abide by any Regulations/orders/decision of the Hon’ble GERC along with GERC Tariff Framework for procurement of power by the Distribution Licensees and others from Solar Power Projects for the State of Gujarat and further agree to incorporate requisite modifications and amendments in the agreement as per the same, if required. The first party must not dispute the applicability of the GERC order / Regulation / directives and must make necessary modifications in the agreement as

per the applicable GERC order, directives and Regulation. The settlement will be done accordingly.”

AND WHEREAS

The Company is desiring to wheel generated energy for ____ MW Solar capacity connected to interconnection point of _____ GETCO sub-station (Appendix- 1) through pooling end sub-station situated at _____ in State of Gujarat and connected to Intra-state Transmission system at consumption location(s) having Consumer and contract demand as below and connected to State transmission network / distribution network of _____ (DISCOM).

Name of DISCOM	Name of Consumer	Location	DISCOM consumer No	Contracted Demand with DISCOM	Tariff Category	Voltage level at drawl point	% sharing from OA

The consumer hereby opts the following option.

☐ Option 1: The Consumer is availing banking facility for Solar Projects ; *and*

(a) ☐ desires **not to** take Renewable attributes of solar for meeting its Renewable Power Purchase Obligation.

Or

(b) ☐ desires to take Renewable attributes of solar energy for meeting its own Renewable Power Purchase Obligation. [shall be applicable to Obligated Entity]

(Strike out (a)/(b) whichever are not applicable)

Or

☐ Option 2: The Consumer is not availing banking facility for Solar Projects ; *and*

(a) ☐ desires **not to** take Renewable attributes of solar energy for meeting its Renewable Power Purchase Obligation.

Or

(b) ☐ desires to take Renewable attributes of solar energy for meeting its own Renewable Power Purchase Obligation [shall be applicable to Obligated Entity]

(Strike out (a)/(b) whichever are not applicable)

Or

☐ Option 3: The solar capacity is setup to avail benefit of Renewable Energy Certificate mechanism under CERC (Terms and Conditions for recognition and issuance of Renewable Energy Certificate for Renewable Energy Generation) Regulations 2010 and amendment from time to time

(Please strike down the non -applicable option from Option 1/2/3)

AND WHEREAS

DISCOM is agreeable for wheeling the Solar power on behalf of the consumer in accordance with the Policy, GERC Regulations/ Orders and as per the terms and conditions contained in the Application Form filed with GEDA and this Agreement.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES COVENANTS AND CONDITIONS THE PARTIES HERE INTO HEREBY AGREE AS UNDER:

1.0 Definitions:

The words and phrases used in this Agreement are ascribed the same meaning as contained/described under the Policy, less otherwise expressly defined.

Word / Phrase	Meaning
Application Form	Shall mean the application form registered with GEDA for seeking approval to set up the Solar Project.
Banked Energy	The difference between the injected energy from green energy generator available at consumption point and consumer's consumption in same 15 minutes time block basis shall be considered as banked energy.
Captive Generating plant (CGP)	Means a power plant set up by any person to generate electricity primarily for his own use and includes a power plant set up by any co-operative society or association of persons for generating electricity primarily for use of members of such co-operative or association. It shall meet the qualification criteria as specified in the Electricity Rules, 2005 as amended from time to time.
Delivery Point	Means the point of delivery of energy from Solar project which shall be at the metering point for the purpose of energy accounting
Distribution System	Shall mean the system of wires and associated facilities between the delivery points on the

	transmission lines and the point of connection to the installation of the Consumer (Recipient unit/s)
Energy	Shall mean the Energy generated from the Solar project at any point of time.
GETCO Grid System	Shall mean the evacuation facility provided by Gujarat Energy Transmission Corporation Ltd. (GETCO) to evacuate power generated at the Solar project.
GEDA	Stands for Gujarat Energy Development Agency acting as nodal agency for the implementation of the Policy.
Generating Point	Shall mean the location at which the Solar project is setup.
Interconnection point / metering Point	For the purpose of commercial settlement and energy accounting, the metering point shall be at the receiving end Sub-Station of GETCO, where power generated from solar project is received through common dedicated transmission line and connected to the GETCO network.
Pooling end sub-station	Means a point where power generated from solar projects shall be injected through independent dedicated lines and measured separately. From this point, a common dedicated line for power evacuation shall be constructed and maintained by Power Producer to get connected to GETCO sub-station.
Recipient Unit	Existing consumer(s) of DISCOM in whose electricity bill wheeled Solar energy is to be settled

	and as per details incorporated in Appendix-II
Year	Shall mean the financial year covered between the period from 1 st April in any year to 31 st March of the immediate next year.
Solar Project	Shall mean ____ MW Solar PV project installed and owned by the consumer for wheeling of power as per detail incorporated in Appendix-1.

2.0 Eligible Period:

The Eligible Period of the Agreement will be 25 (twenty five) years from the date of commissioning of solar project or the useful life of solar project, whichever is earlier.

3.0 Terms and Conditions for Transmission / Wheeling of Energy:

3.1 The Consumer is desirous of Wheeling the solar energy to its place of consumption / establishment for captive use as mentioned under the recital of this Agreement in accordance with the provisions of the Policy and GERC Regulations / Orders. The Company has selected this option for making it operative during the entire Eligibility Period.

3.2 Transmission and Wheeling Charges / Losses:

- (a) The consumer will compensate GETCO/ DISCOM for wheeling of power in case of injection of the electricity at 66 KV level or above and drawl of electricity at 66 KV or above within the State as follows:

The wheeling of electricity generated from the solar project to the desired location(s) within the state shall be allowed

by paying transmission charges on sanctioned / allocated transmission capacity and transmission losses on energy

feed basis as determined by the Commission from time to time, as applicable to green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and amendments in it from time to time read with tariff regulations of the commission as applicable from time to time.

- (b) The consumer will compensate GETCO and DISCOM for wheeling of power in case of injection of electricity at 66 KV or above and drawl of electricity below 66 KV voltage level within the State as follows:

The Wheeling of electricity generated from the solar project to the desired location(s) within the State, shall be allowed on payment of transmission charges applicable on sanctioned / allocated transmission capacity and transmission losses, wheeling charges and wheeling losses of the energy fed to the grid at the receiving end Sub-Station of GETCO, as applicable to green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and amendments in it from time to time read with tariff regulations of the commission as applicable from time to time.

- (c) The consumer having injection and drawl at a voltage level below 66 KV lies within area of same DISCOM will compensate DISCOM for wheeling of power to the consumption site as follows:

The wheeling of energy from Solar Project shall be allowed upon payment of Wheeling Charges and Wheeling Losses of energy fed to grid, as applicable to green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and amendments in it from time to time read with tariff regulations of the commission as applicable from time to time.

- (d) In case, the project is set up to avail benefit of Renewable Energy Certificate, the wheeling of electricity generated from the Solar Project to the desired location(s) within the State, shall be allowed on payment of applicable transmission charges & transmission losses, wheeling charges & wheeling losses and other charges as applicable to Green Energy Open Access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024.
- (e) If the company desires to wheel the electricity to more than one location will hereby agree to pay 5 paise per unit on energy fed in the grid to concerned Distribution Company in whose area the power is consumed.

In case, total injection of power from the Solar Project exceeds allocated / sanctioned transmission capacity, such power shall be considered as inadvertent flow of power and shall not be considered for any commercial settlement.

3.3 Transaction and Meter Reading Charges

Transaction and Meter Reading Charges shall be applicable as per GERC Green Energy Open Access Regulation- 2024 and amendment from time to time.

Any other charges like Collection, Scheduling charges etc. applicable as per prevailing regulations are to be paid by consumer.

3.4 Metering requirement, Metering Point & Interconnection Point:

- a. Energy generation from solar projects shall be measured separately at the pooling/sending end sub-station on 15/5-minutes time block by installing ABT compliant meters (which can provide the four quadrant data of active and Reactive) by project developer. The project developer shall also have to install Remote Terminal Unit (RTU) at the Pooling station and solar project at their own cost for transferring the real time data to SLDC for its monitoring purpose. Further, ABT compliant meter shall be installed at solar project end. All the meters will be tested in NABL accredited laboratory and duly sealed by DISCOMS. Meters shall be installed in presence of DISCOM/GETCO at the time of Commissioning the Solar project. The meters shall be AMR compatible so that data can be fetched at GEDA, DISCOM and SLDC remotely.

- b. For the purpose of¹¹⁻ commercial settlement and energy accounting, the metering point shall be at the receiving end sub-stations of GETCO where feasibility and connectivity is granted by GETCO.
- c. The ABT (four quadrant) meters are to be installed at Solar project, Pooling end sub-station as well as receiving end of the GETCO substations at the cost of project developer duly tested sealed and installed in presence of DISCOM.
- d. Energy metering and communication facility shall be provided by the consumer in accordance with the following regulations/codes/orders and their subsequent amendments:
- i.** Central Electricity Authority (Installation and Operation of meters) Regulations 2014 and its subsequent amendments.
 - ii.** Gujarat Electricity Grid Code 2013 and its subsequent amendments.
 - iii.** GERC (Terms and Conditions of Intra-State Open Access) Regulations, 2011 and its subsequent amendments.
 - iv.** GERC Distribution Code 2004 and its subsequent amendments.
 - v.** GERC (Terms and Conditions for Green Energy Open Access), Regulations 2024.

For the purpose of energy accounting, generator end shall have to provide ABT compliant (four quadrant) meters and consumer's premises end shall have to install ABT cum Tariff compatible meter. While in case of consumer seeking open access below 1 MW, installation of Special Energy Meter capable of energy

recording on 15 Minute Time-Block basis at consumption end shall be allowed.

3.5 Energy Accounting and Banking Facility :

The consumer shall be eligible to wheel the energy with DISCOM for the respective month from the date of signing of this agreement and injection into the GETCO Grid System as per this Agreement and the Agreement with GETCO. GETCO shall transmit the energy to the boundary of DISCOM.

GEDA, GETCO and DISCOMs shall ensure the energy accounting of Active and Reactive energy of the solar project for each consumer/customer.

Energy Accounting shall be done by SLDC. The energy set-off will be given according to the priority defined in the GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and further amendments time to time.

The Energy Accounting, banking facility, banking charges, methodology for settlement of banked energy and treatment for un-utilized banked energy are as under:

Option-1: Solar project is availing banking facility

- (a) The banking of energy shall be evaluated for energy accounting on 15/5 minutes time block basis. The difference between the injected energy from green energy generator available at consumption point and consumer's consumption in same 15/5 minutes time block basis shall be considered as banked energy.
- (b) The consumption of banked energy shall be permitted on billing cycle basis in a manner specified as under:

I. In the billing cycle, the⁻¹³⁻ banked energy, if any, available during peak period (i.e. Time of Use -ToU period specified in the Tariff Orders of the Commission for respective distribution licensees from time to time) shall be allowed to be utilized

during the peak period and the off-peak period (i.e. period other than peak period).

II. Provided further that in case of the banked energy available during off-peak period (i.e. period other than the peak period) shall be utilized only during off-peak period.

- (c) The banking facility shall be provided as specified by Hon'ble GERC from time to time considering RE absorption capacity of State grid.
- (d) The credit for banked energy shall not be permitted to be carried forward to subsequent billing cycles and shall be adjusted during the same billing cycle.
- (e) Provided further that the unutilized surplus banked energy shall be considered as lapsed at the end of each billing cycle and the renewable energy generating station shall be entitled to get Renewable Energy Certificate (REC) to the extent of the lapsed banked energy. The RE generator shall be eligible for RE certificates as per applicable CERC regulations. The Banking Charge shall be applicable as per GERC Green Energy Open Access Regulation-2024 as amendment from time to time.
- (f) For net import of power, DISCOM shall charge applicable tariff of respective category to the consumer including fixed / demand charge, energy charges, peak charge, other charges / penalty etc. as applicable to other consumers.

Option-2: Solar Project is not⁻¹⁴⁻ availing banking facility

- (a) In case consumer choose not to avail the banking facility, the same shall be permitted on furnishing an Undertaking in this regard. Once such option is exercised by the consumer, the same shall not be permitted to change before completion of three
- (b) years from date of operationalization of open access under such option or commissioning of such project, whichever is later. The energy accounting shall be done in 15 minutes time block for open access energy accounting purpose.
- (c) The surplus energy, if any, available after adjustment in 15 minutes time block basis shall be considered and qualify as inadvertent flow of energy and for that consumer shall not be entitled for REC to the extent of lapsed banked energy. No banking charge shall be applicable. Eligibility of generator for RE Certificates shall be as per CERC REC Regulations.
- (d) For net import of power, DISCOM shall charge applicable tariff of respective category to the consumer including fixed / demand charge, energy charges, peak charge, other charges / penalty etc. as applicable to other consumers.

Option-3: Solar Project is registered under REC Mechanism

- (a) The energy accounting shall be based on 15 minute time block-basis.
- (b) Solar Projects availing open access for captive use under REC mechanism shall be governed as per CERC REC Regulations.
- (c) Such projects shall be allowed to transmit / wheel the energy on payment of applicable transmission charges & transmission

losses, wheeling charges & ¹⁵ wheeling losses and other charges as applicable to Green Energy Open Access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024.

- (d) The provisions related to banking facility and charges, energy accounting mechanism, treatment for surplus energy etc. shall

be governed as per the GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 as amended from time to time.

- (e) Cross Subsidy Surcharge and Additional Surcharge, if any, and open access charges shall be applicable as applicable to green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 as amended from time to time. No concession in Cross Subsidy Surcharge and Additional Surcharge shall be allowed.
- (f) For net import of power, DISCOM shall charge applicable tariff of respective category to the consumer including fixed / demand charge, energy charges, peak charge, other charges / penalty etc. as applicable to other consumers.

3.6 Renewable Energy (RE) Attributes.

3.6.1 Case (a) - Consumer desires not to take Renewable attributes of solar energy for meeting its Renewable Power Purchase Obligation.

The consumer do not desire to utilize the Green Energy attributes (RE) for fulfillment of its RPO, the entire consumption shall be considered for fulfilling the respective RPO of DISCOM.

3.6.2 Case (b) - Consumer⁻¹⁶-desires to take Renewable attributes of solar energy for meeting its Power Purchase Obligation.

The consumer has opted to utilize RE (Green Energy) component for fulfillment of its RPO and consumption of RE (Green Energy) shall be qualified as fulfillment of consumer's RPO.

3.7 Obligation of the consumer:

- 3.7.1 Consumer consuming energy generated from solar project for captive consumption shall require to provide the details of ownership in the captive generating plant and generation as well as consumption of energy from captive generating plant to the distribution licensee in whose area of supply, the captive consumer is situated, on annual basis, in accordance with the provisions of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 to ensure that the necessary conditions stipulated in Electricity Rules, 2005 read with provisions of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 is fulfilled by such captive generating plant and consumption by captive users. Failure to fulfil the aforesaid conditions, such consumption shall lose the status of captive consumption and it shall be disqualified as captive user and to be treated as third party and the benefits granted to captive consumption shall be withdrawn for that Financial Year and it shall attract the applicability of the Cross-Subsidy Surcharge and Additional Surcharge, if

any, as applicable to¹⁷- third party green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and amendments in it from time to time along with delayed payment surcharge thereon read with GERC tariff order No 06 of 2024.

Any sale/purchase agreement executed amongst the equity holders of the captive generating plant for inter se sale/purchase of energy generated from such generating plant shall be qualified as sale of energy to the consumer under third party sale and the same shall not be qualified as captive consumption (own consumption).

The energy supplied from the Captive Generating Plant even above 51% by way of inter-se sale/purchase agreement between the equity holders / owners namely other than the supply by the Generating Station to the identified captive users as per Schedule-1 sub clauses 7 (a),(b),(c) of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 , if any, the same falls under third-party sale and does not qualify as captive consumption (own consumption).

- 3.7.2 The consumer shall comply all the relevant provisions of GERC Regulations/ Orders and Policy (ies).
- 3.7.3 The consumer shall also fulfill all the obligations under this agreement including payment of all the applicable Charges.

3.7.4 The consumer shall¹⁸⁻ pay all the applicable taxes /duty and Cess etc. also comply all applicable Rules / Regulations.

3.8 This Wheeling Agreement shall be governed by the provisions of (i) GERC Open Access Regulations (Notification No: 08 of 2024 dated 21.02.2024) as amended from time to time (ii) GERC (Forecasting, Scheduling and Deviation settlements related matter of Solar & Wind generation source) Regulations, 2019

notified on 19th January, 2019 and its amendment issued from time to time (iii) Government of Gujarat Integrated Renewable Energy policy 2025 and amendments/ Clarifications from time to time. (iv) CERC REC mechanism and its amendment from time to time and other applicable regulations and orders issued by GERC from time to time.

4.0 (A) Mode of Payment of Open Access Charges

DISCOM shall bill and recover all open access charges and other charges/taxes/duties as applicable from time to time for wheeling of Solar energy under Captive use arrangement at the recipient point in the monthly bill.

(B) Payment Security Mechanism

(i) Against various charges as specified in GERC Green Energy Open Access Regulation, 2024.

Consumer shall pay/maintain payment security in form of Letter of credit/Bank Guarantee as applicable as per GERC Green Energy Open Access Regulation- 2024 and amendment from time to time.

(ii) Against obligations to maintain Captive Status

The Captive consumer(s) /~~19~~-user(s) shall deposit in advance and maintain the same throughout the period desired to avail the captive status, the security deposit in the form of unconditional and irrevocable Revolving L.C. / Bank Guarantee equivalent to 51% of annual captive consumption to the concerned distribution licensee as payment security against estimated Cross Subsidy Surcharge and other charges, if any applicable, as may be decided by the Commission.

5.0 Exemption from payment of Electricity Duty:

Payment of electricity duty on electricity generated and utilized for self-consumption shall be in accordance with the provisions of the Gujarat Electricity Duty, Act, 1958 and its amendments from time to time.

6.0 Forecasting & scheduling:

The Solar Projects shall require to forecast and schedule their generation in accordance with the GERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2019 notified dated 19th January, 2019 and its amendments issued from time to time and as per GERC Tariff Order as amended from time to time.

7.0 Operation and Maintenance

The operation and maintenance of dedicated evacuation line shall be carried out at the cost of the consumer as per applicable technical standards issued by CEA / appropriate authority and best industrial practices.

8.0 General:

8.1 The parties hereby accept all the terms and conditions for wheeling of energy prescribed under this Agreement. This wheeling agreement shall be governed by (i) GERC (Electricity Supply Code & Related matters) Regulations, 2015 (ii) GERC Gujarat Electricity Grid Code 2013 as amended from time to time (iii) GERC Distribution Code 2004 as amended from time to time.

8.2 On expiry of this agreement, consumer shall stop injection of energy into the grid. In case, injection is continued beyond expiry of this agreement the energy shall be considered as inadvertent irrespective of accounting for in state energy account by SLDC.

9.0 Communication:

The names of the officials and their addresses, for the purpose of any communication in relation to the matters covered under this Agreement shall be as under:

<u>In respect of the _GVCL</u>	<u>In respect of the Company</u>
Chief Engineer (____.) ____ Gujarat Vij Company Limited (_GVCL)	

Wheeling agreement for SOLAR captive user

APPENDIX -1

Details of location of solar project equipment, its specifications, name plate details and commissioning certificate from **GEDA**.

Sr.	Description	Details
[1]	Name of the Owner	M/s.
[2]	Status of the Owner Company / Developer	
[3]	Amount of Stamp Paper: Stamp Paper no.: Date of issue	Rs. 300
[4]	Location of Solar Project Survey no.: Village : Taluka : District :	
[5]	(i) Name plate details of Solar Project including serial number / job number of manufacturer, make and capacity	Make – Capacity –
[6]	Serial number and date of commissioning certificate of solar installation key plan of the land showing location and capacity of Solar (copy of the certificate may please be attached. Solar Project ID Number:	Key plan & Micro siting Drawing enclosed herewith
[7]	Interconnection point at GETCO Sub-station	Name of SS- GETCO division –
[8]	Wheeling option at Location: GETCO/AEC/SEC/Licensee: Division: Consumer No: Contract Demand : Supply Voltage :	

Appendix-II

Details of recipient Unit(s) for wheeling Energy from the solar power generator M/s _____ located at survey no _____ Village _____
_____ Ta _____ Dist: _____

Total No of Recipient Units: _____

Recipient Unit No 1 (Allocation # _____ %)

Particulars	Details
Name of the recipient Unit (Consumer name as per DISCOM Record)	
Consumer of Number the recipient Unit	
Contract Demand (KVA)	
Location	
Name of DISCOM's Division Office	
Voltage of Supply (KV)	

Recipient Unit No 2 (Allocation # _____ %)

Particulars	Details
Name of the recipient Unit (Consumer name as per DISCOM Record)	
Consumer of Number the recipient Unit	
Contract Demand (KVA)	
Location	
Name of DISCOM's Division Office	
Voltage of Supply (KV)	

Recipient Unit No 3 (Allocation # _____ %)

Particulars	Details
Name of the recipient Unit (Consumer name as per DISCOM Record)	
Consumer of Number the recipient Unit	
Contract Demand (KVA)	
Location	
Name of DISCOM's Division Office	
Voltage of Supply (KV)	