



(On Rs. 100/- Non Judicial Stamp Paper)

MODEL NET METERING CONNECTION AGREEMENT

This Agreement is made and entered into at (location) _____ on this (date) _____ day of (month) _____ (year) _____, between the Eligible Consumer (Name) _____ having premises at (address) _____ and Consumer No _____ as the First Party.

AND

Nidar Utilities Panvel LLP (hereinafter referred to as 'TUCO') and having its Registered Office at 514, Dalamal Towers, Nariman Point, Mumbai 400021, India as Second Party of this Agreement; Consumer Name:

Whereas, the Eligible Consumer has applied to TUCO for approval of a Net Metering Arrangement under the provisions of the MERC (Net Metering for Roof - top Solar Photo Voltaic Systems) Regulations, 2015 ('the Net Metering Regulations') and sought its connectivity to TUCO's Distribution Network at Panvel;

And whereas, TUCO has agreed to provide Network connectivity to the Eligible Consumer for injection of electricity generated from its Roof - top Solar PV System of _____ kilowatt;

Both Parties hereby agree as follows:-

1. Eligibility:

The Roof - top Solar PV System meets the applicable norms for being integrated into the Distribution Network, and that the Eligible Consumer shall maintain the System accordingly for the duration of this Agreement.

2. Technical and Inter - Connection Requirements:

- 2.1. The metering arrangement and the inter-connection of the Roof - top Solar PV System with the Network of TUCO shall be as per the provisions of the Net Metering Regulations and the technical standards and norms specified by the Central Electricity Authority for connectivity of distributed generation resources and for the installation and operation of meters.
- 2.2. The Eligible Consumer agrees, that he shall install, prior to connection of the Roof - top Solar PV System to the Network of TUCO at Panvel, an isolation device (both automatic and in built within inverter and external manual relays); and TUCO shall have access to it if required for the repair and maintenance of the Distribution Network.
- 2.3. TUCO shall specify the interface / inter - connection point and metering point.
- 2.4. The Eligible Consumer shall furnish all relevant data, such as voltage, frequency, circuit breaker, isolator position in his System, as and when required by TUCO.

3. Safety:

- 3.1. The equipment connected to TUCO's Distribution System shall be compliant with relevant International (IEEE / IEC) or Indian Standards (BIS), as the case may be, and the installation of electrical equipment shall comply with the requirements specified by the Central Electricity Authority regarding safety and electricity supply.
- 3.2. The design, installation, maintenance and operation of the Roof-top Solar PV System shall be undertaken by the Eligible Consumer in a manner conducive to the safety of the Roof - top Solar PV System as well as TUCO's Network. The Eligible Consumer shall be solely responsible for safe operation, maintenance, or rectification of any defect in the Rooftop Solar PV System upto the point of Net Meter.
- 3.3. If, at any time, TUCO determines that the Eligible Consumer's Roof-top Solar PV System is causing or may cause damage to and / or result in damaging TUCO's other consumers or its assets, the Eligible Consumer shall disconnect the Roof - top Solar PV System from the Distribution Network upon direction from TUCO and shall undertake corrective measures at his own expense prior to re - connection.
- 3.4. TUCO shall not be responsible for any accident resulting in injury to human beings or animals or damage to property that may occur due to any issues arising from the Roof - top Solar PV System including back - feeding when the grid supply is off. TUCO may disconnect the installation at any time to prevent accidents or any damage to life and property including exigency conditions.

4. Other Clearances and Approvals:

The Eligible Consumer shall obtain all the statutory approvals and clearances that may be required, such as from the Electrical Inspector or the municipal or other authorities, before connecting the Roof - top Solar PV System to the Distribution Network.

5. Period of Agreement and Termination:

The Term of this Agreement shall be for a period for 20 years from the date of execution, but may be terminated prematurely

- (a) By mutual consent; or
- (b) By the Eligible Consumer, by giving 30 days' notice to TUCO;
- (c) By TUCO, by giving 30 days' notice, if the Eligible Consumer breaches any terms of this Agreement or the provisions of the Net Metering Regulations and does not remedy such breach within 30 days, or such other reasonable period as may be provided, of receiving notice of such breach, or for any other valid reason communicated by TUCO in writing.

6. Access and Disconnection:

- 6.1. The Eligible Consumer shall provide access to TUCO to the metering equipment and disconnecting devices of Roof - top Solar PV System, both automatic and manual, by the Eligible Consumer.
- 6.2. If, in an emergent or outage situation, TUCO cannot access the disconnecting devices of the Roof - top Solar PV System, both automatic and manual, it may disconnect power supply to the premises.
- 6.3. Upon the termination of this Agreement under Clause 5, the Eligible Consumer shall disconnect the Roof - top Solar PV System forthwith from the Network of TUCO.

7. Liabilities:

- 7.1. The Parties shall indemnify each other for damages or adverse effects of either Party's negligence or misconduct during the installation of the Roof - top Solar PV System, connectivity with the Distribution Network and operation of the System.
- 7.2. The Parties shall not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or goodwill, or for indirect, consequential, incidental or special damages including, but not limited to, punitive or exemplary damages, whether any of these liabilities, losses or damages arise in contract, or otherwise.

8. Commercial Settlement:

- 8.1. The commercial settlements under this Agreement shall be in accordance with the Net Metering Regulations.
- 8.2. TUCO shall not be liable to compensate the Eligible Consumer if his Roof - top Solar PV System is unable to inject surplus power generated into TUCO's Network on account of failure of power supply in the Grid / Network.
- 8.3. The existing metering System, if not in accordance with the Net Metering Regulations, shall be replaced by a bidirectional meter (whole current / CT operated) or a pair of meters (as per the definition of 'Net Meter' in the Regulations), and a separate generation meter may be provided to measure Solar power generation. The bidirectional meter (whole current / CT operated) or pair of meters shall be installed at the inter - connection point to TUCO Network for recording export and import of energy.
- 8.4. The unidirectional and bidirectional or pair of meters shall be fixed in separate meter boxes in the same proximity.
- 8.5. TUCO shall issue monthly electricity bill for the net metered energy on the scheduled date of meter reading. If the exported energy exceeds the imported energy, TUCO shall show the net energy exported as credited Units of electricity as specified in the Net Metering Regulations, 2015. If the exported energy is less than the imported energy, the Eligible Consumer shall pay TUCO for the net energy imported at the prevailing tariff approved by the Commission for the consumer category to which he belongs.

9. Connection Costs:

The Eligible Consumer shall bear all costs related to the setting up of the Roof - top Solar PV System, excluding the Net Metering Arrangement costs.

10. Dispute Resolution:

- 10.1. Any dispute arising under this Agreement shall be resolved promptly, in good faith and in an equitable manner by both the Parties.
- 10.2. The Eligible Consumer shall have recourse to the Consumer Grievance Redressal Forum concerned constituted under the relevant Regulations in respect of any grievance regarding billing which has not been redressed by TUCO.

11. Jurisdiction:

This Agreement shall be governed exclusively by the laws of India and courts in the city of Mumbai or Appellate Tribunal as applicable shall have exclusive jurisdiction to decide on any disputes arising in connection with this Agreement after proper disposal under the paragraph 10 of this agreements.

In the witness, where of (Name) _____ for and on behalf of Eligible Consumer
and (Name) _____ for and on behalf of TUCO agree to this Agreement.

Name: _____

Signature:

Designation: _____

Nidar Utilities Panvel LLP (TUCO)

Mumbai

Date:

Name: _____

Signature:

Designation: _____

Eligible Consumer: _____

Date: