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Provisional Agreement effective from Dt 01-01-2021

Amended Annexure-IV

(To be taken On Stamp paper / Franking of Rs.300)

Inter connection Agreement between **Distribution Licensees** and solar roof top PV project owner under SURYA - Gujarat

Net Metering Inter Connection agreement

This Provisional Agreement is made and entered into at (location) _____, Service No:- _____ on this (date) _____ day of (month) _____ year _____ between the **Consumer by the name of** _____ having premises at (address) _____

_____ as first party

AND

(Torrent Power Limited), Company registered under the Companies Act 1956 and functioning as the "Distribution Licensee" under the Electricity Act 2003 having its Head Office at, "Samanvay", 600 Tapovan, Ambawadi, Ahmedabad-380015 (hereinafter referred to as TPL or Distribution Licensee which expression shall include its permitted assigns and successors) a Party of the Second Part.

AND, WHEREAS (name of the consumer) _____ desires to set-up such Solar Photovoltaic Rooftop System of _____ kW connected with TPL's grid at _____ Voltage level for his/her/its own use within the same premises.

WHEREAS, TPL through letter dated _____ has registered application for developing and setting up _____ kW own Rooftop Solar PV System for his/her/its own use under Surya Urja Rooftop Yojana – Gujarat at his/her/its premises in legal possession including rooftop or terrace.

And whereas, the Distribution Licensee agrees to provide grid connectivity to the Consumer for injection of the electricity generated from his Rooftop Solar PV System of capacity _____ kilowatts (kW) into the power system of Distribution Licensee and as per conditions of this agreement and in compliance with the applicable Policy / rules/ Regulations/ Codes (as amended from time to time) by the Consumer which includes-

- (i) Government of Gujarat's Solar Power Policy 2021
- (ii) Gujarat Surya Urja Rooftop Yojana – Gujarat (Government of Gujarat's GR No: SLR-11/2015/40/B1 dtd 5.8.2019) and amendments (hereinafter referred to as "SURYA-Gujarat")
- (iii) Gujarat Electricity Regulatory Commission Regulations for Net Metering Rooftop Solar PV Grid Interactive Systems and amendments thereto
- (iv) Ministry of Power's Electricity (Rights of Consumers) Rules, 2020
- (v) Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010.
- (vi) Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended from time to time
- (vii) Central Electricity Authority (Installation and Operation of Meters) Regulation 2006.
- (viii) Gujarat Electricity Regulatory Commission (Electricity Supply Code & Related Matters) Regulations, 2015,
- (ix) Gujarat Electricity Regulatory Commission Distribution Code, 2004 and amendments thereto,
- (x) Instruction, Directions and Circulars issued by Chief Electrical Inspector from time to time.
- (xi) CEA (Technical Standards for connectivity of the Distributed Generation) Regulations, 2013 as amended from time to time.

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Both the parties hereby agree as follows:

1. Eligibility:

- 1.1 Consumer shall own the Rooftop/Ground Solar PV System set up on its own premises or premises in his legal possession.
- 1.2 Consumer needs to consume electricity in the same premises where Rooftop/Ground Solar PV System is setup.
- 1.3 Consumer shall inter-alia meet the standards and conditions as specified in Policy / rules/ Regulations/ Codes (as amended from time to time) mentioned in recital of this agreement.

2. Technical and Interconnection Requirements:

- 2.1 Consumer agrees that his Rooftop Solar PV System and Net Metering System will conform to the standards and requirements specified in the Policy, Regulations and Supply Code as amended from time to time.
- 2.2 Consumer agrees that he has installed or will install, prior to connection of Rooftop Solar Photovoltaic System to Distribution Licensee's distribution system, an isolation device (both automatic and inbuilt within inverter and external manual relays) and agrees for the Distribution Licensee to have access to and operation of this, if required and for repair & maintenance of the distribution system.
- 2.3 Consumer agrees that in case of non-availability of grid, Rooftop Solar Photovoltaic System will disconnect/isolate automatically and his plant will not inject power into the Licensee's distribution system.
- 2.4 All the equipment connected to the distribution system shall be compliant with relevant International (IEEE/IEC) or Indian Standards (BIS) and installations of electrical equipment must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010 as amended from time to time.
- 2.5 Consumer agrees that licensee will specify the interface/inter connection point and metering point.
- 2.6 Consumer and licensee agree to comply with the relevant CEA Regulations in respect of operation and maintenance of the plant, drawing and diagrams, site responsibility schedule, harmonics, synchronization, voltage, frequency, flicker etc.
- 2.7 In order to fulfil Distribution Licensee's obligation to maintain a safe and reliable distribution system, Consumer agrees that if it is determined by the Distribution Licensee that Consumer's Rooftop Solar Photovoltaic System either causes damage to and/or produces adverse effects affecting other consumers or Distribution Licensee's assets, Consumer will have to disconnect Rooftop Solar Photovoltaic System immediately from the distribution system upon direction from the Distribution Licensee and correct the problem to the satisfaction of distribution licensee at his own expense prior to reconnection.
- 2.8 The consumer shall be solely responsible for any accident to human being/animals whatsoever (fatal/non-fatal/departamental/non-departamental) that may occur due to back feeding from the Rooftop Solar plant when the grid supply is off if so decided by CEI. The distribution licensee reserves the right to disconnect the consumer's installation at any time in the event of such exigencies to prevent accident or damage to man and material.

3. Clearances and Approvals:

The Consumer shall obtain all the necessary statutory approvals and clearances (environmental and grid connection related) before connecting the photovoltaic system to the distribution system.

4. Access and Disconnection:

- 4.1 Distribution Licensee shall have access to metering equipment and disconnecting means of the Rooftop Solar Photovoltaic System, both automatic and manual, at all times.
- 4.2 In emergency or outage situation, where there is no access to the disconnecting means, both automatic and manual, such as a switch or breaker, Distribution Licensee may disconnect service to the premises of the Consumer.

5. Liabilities:

- 5.1 Consumer shall indemnify Distribution Licensee for damages or adverse effects from his negligence or intentional misconduct in the connection and operation of Rooftop Solar Photovoltaic System.
- 5.2 Distribution Licensee shall not be liable for delivery or realization by the Consumer of any fiscal or other incentive provided by the Central/State Government.
- 5.3 Distribution Licensee may consider the quantum of electricity generation from the Rooftop Solar PV System owned and operated by individual Residential, group housing societies, Residential Welfare Association –consumers under net metering arrangement towards RPO compliance.

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6. Metering:

For Generation meter and Consumer meter, Metering arrangement shall be as per Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time.

Bi-directional meter shall be installed of same accuracy class as installed before setting up of Rooftop Solar PV System.

7. Commercial Settlement:

All the commercial settlements under this agreement shall be as per Gujarat Electricity Regulatory Commission Regulations for Net Metering Rooftop Solar PV Grid Interactive Systems including amendments based on Solar Policy read with applicable Rules. The commercial settlement will be as follows:

Residential and common facility connections of Group Housing Societies, Residential Welfare Association consumers

- (i) In case of net import of energy by the consumer from distribution grid during billing cycle, the energy consumed from Distribution Licensee shall be billed as per applicable tariff to respective category of consumers as approved by the Commission from time to time. The energy exported out of total generated solar units by Rooftop Solar PV System shall be set off against units consumed (not against load/demand) during the billing period and consumer shall pay demand charges, other charges, penalty etc as applicable to other consumers.
- (ii) In case of net export of energy by the consumer to distribution grid during billing cycle, Distribution Licensee shall compensate for surplus power (if any), after giving set off against consumption during the billing period, at the rate of Rs. 2.25 per unit for the first 5 years from commissioning of project and thereafter for the remaining term of the project at 75% of the simple average of tariff discovered and contracted under competitive bidding process conducted by GUVNL for non-park based solar projects in the preceding 6-month period, i.e. either April to September or October to March as the case may be, from the commercial operation date (COD) of the project, subject to approval of Hon'ble GERC. Such surplus purchase shall be utilized for meeting RPO of Distribution Licensee. However, fixed / demand charges, other charges, penalty etc shall be payable as applicable to other consumers.

Provided that in case the consumer is setting up additional solar rooftop capacity under the scheme over and above solar rooftop capacity set up prior to this scheme, surplus energy of entire solar rooftop capacity shall be purchased by Distribution Company at the rate of Rs. 2.25 /unit for the first 5 years from commissioning of project and thereafter for the remaining term of the project at 75% of the simple average of tariff discovered and contracted under competitive bidding process conducted by GUVNL for non-park based solar projects in the preceding 6-month period, i.e. either April to September or October to March as the case may be, from the commercial operation date (COD) of the project, treating earlier agreement as cancelled

In case of net injection, net amount receivable by consumer in a bill shall be credited in consumer's account and will be adjusted against bill amount payable in subsequent months. However, at the end of year, if net amount receivable by consumer is more than Rs. 100/- and consumer requests for payment, the same may be paid. Such payment shall be made only once in a year based on yearend position and request of consumer.

8. Connection Costs:

The Consumer shall bear all costs related to setting up of Rooftop Solar Photovoltaic System including metering and inter-connection. The Consumer agrees to pay the actual cost of modifications and upgrades to the service line, cost of up gradation of transformer to connect photovoltaic system to the grid in case it is required.

9. Inspection, Test, Calibration and Maintenance prior to connection:

Before connecting, Consumer shall complete all inspections and tests finalized in consultation with the TPL and if required Gujarat Energy Transmission Corporation Limited (GETCO) to which his equipment is connected. Consumer shall make available to DISCOM all drawings, specifications and test records of the project or generating station as the case may be.

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10. Records:

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this Agreement and the operation of the Rooftop Solar PV System.

11. Dispute Resolution:

- 11.1 All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation, promptly, equitably and in good faith.
- 11.2 In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days or mutually extended period, after such dispute arises, then for
 - a. Any dispute in billing pertaining to energy injection and billing amount, it would be settled by the Consumer Grievance Redressal Forum and Electricity Ombudsman.
 - b. Any other issues pertaining to the Regulations and its interpretation; it shall be decided by the Gujarat Electricity Regulatory Commission following appropriate prescribed procedure.

12. Termination

- 12.1 The Consumer can terminate agreement at any time by giving Distribution Licensee 90 days prior notice.
- 12.2 Distribution Licensee has the right to terminate Agreement with 30 days prior written notice, if Consumer commits breach of any of the terms of this Agreement and does not remedy the breach within 30 days of receiving written notice from Distribution Licensee of the breach. Distribution Licensee also has the right to terminate Agreement in case the consumer installs the additional Solar PV capacity / adds load above sanctioned load unauthorizedly.
- 12.3 Consumer shall upon termination of this Agreement, disconnect the Rooftop Solar Photovoltaic System from Distribution Licensee's distribution system within one week to the satisfaction of Distribution Licensee.

13. Processing of Subsidy:

- 13.1 Subsidy disbursement shall be as per Expression of Interest (EOI) published no. PGVCL/DSM/EOI/SRT/2019-20/01 dated 20/07/2019 amendments thereof and Guidelines issued by GUVNL-Nodal Agency vide letter no. GUVNL/TECH/SOLAR CELL/SURYA GUJARAT/1762 DATED 09/09/2019 as amendments from time to time and any subsequent orders in this regard may be followed.
- 13.2 Torrent Power Limited will pass on eligible subsidy, only after the receipt of subsidy amount from MNRE / GoG.
- 13.3 The Subsidy amount shall be credited directly to the bank account of the Empanelled Agency (EA).

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:

In respect of the Torrent Power Ltd Name: _____	In respect of the Consumer Name: _____
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers, and copies delivered to each Party, as of the day and year herein above stated.

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<p>FOR AND ON BEHALF OF Torrent Power Ltd</p> <p>_____</p> <p>Authorized Signatory WITNESSES</p> <p>1. Sign : _____ (Name : _____)</p> <p>2. Sign : _____ (Name : _____)</p>	<p>FOR AND ON BEHALF OF THE PROJECT OWNER</p> <p>_____</p> <p>Authorized Signatory WITNESSES</p> <p>1. Sign : _____ (Name : _____)</p> <p>2. Sign : _____ (Name : _____)</p>
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SURYA URJA

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Bank Details :

1	Service No.	
2	Register Customer Name	
3	<u>Bank Details</u>	
	Account Type Saving / Current	
	Bank Account No.	
	Bank Account Holder Name	
	IFSC Code	
	MICR Code	
	Bank Name	
	Bank Branch	
	Bank Address	
4	Contact No. (Mobile no.)	
5	PAN No.	
6	Email ID	

Date :

Sign. of Register Customer

Attachment: 1. Cancelled Cheque
2. Copy of PAN Card