

### **ANNEXURE-III**

**(on non-judicial stamp paper worth Rs.200/-)**

#### **Net Metering Connection Agreement**

This Agreement executed and entered on this \_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year), between M/s / Mr. / Mrs. \_\_\_\_\_ S/o / D/o / W/o. \_\_\_\_\_ which means their/ his/its /theirs, successors as FIRST PARTY herein after called as “Eligible Consumer” and the Southern Power Distribution Company of Telangana Limited, a DISCOM incorporated under the provisions of Companies Act 1956 (which means its authorized representatives assigns, executors and its successors) as SECOND PARTY, herein after called the “DISCOM”).

Whereas, the Eligible Consumer has applied to the DISCOM for approval of a Net Metering arrangement at Sy.No./D.No\_\_\_\_\_, Street\_\_\_\_\_, \_\_\_\_\_ (V), \_\_\_\_\_ (M) having electrical Service Connection No. \_\_\_\_\_ under TSERC (Net Metering Rooftop Solar PV Grid Interactive System) Regulation No. 06 of 2016, dated 16.11.2016, which is effective from the date of its notification in the official gazette i.e., 23.11.2016.

And whereas, DISCOM agrees to provide grid connectivity to the Eligible Consumer for injection of electricity generated from the Rooftop Solar PV System of capacity \_\_\_\_\_ kilowatts into the grid of DISCOM at \_\_\_\_\_ (Voltage level), as per conditions of this agreement.

Any modification/ amendment in the Regulation made shall be applicable and corresponding amendment(s) shall be effective to this agreement from time to time.

Both the parties hereby agree to as follows:

#### **1. Governing Provisions**

We hereby undertake to comply with all the requirements of the Electricity Act, 2003, the Rules and Regulations framed there under, provisions of the tariffs, applicable Charges and the General Terms and Conditions of Supply approved by the Telangana State Electricity Regulatory Commission herein after called as “Commission” from time to time and agree not to dispute the same.

#### **2. Net metering facility**

- i) Eligible Consumer will generate solar power for self consumption and feed excess power into the grid of DISCOM.
- ii) In the premises of Eligible Consumer, a meter will be installed by DISCOM having the feature of recording both the import and export values, besides complying with other parameters notified in CEA metering regulations and TRANSCO/DISCOM procedures for arriving net energy for the billing period.

### **3. Safety**

- 3.1 The Eligible Consumer shall be responsible for safe operation, maintenance and rectification of defects in system upto the interconnection point beyond which the responsibility of safe operation, maintenance and rectification of any defect in the system including the net meter shall rest with the DISCOM.
- 3.2 The Eligible Consumer shall be solely responsible for any accident to human being or animals (fatal / non-fatal / departmental / non-departmental) that may occur due to back feeding from the Rooftop Solar PV System when the grid supply is off. The DISCOM reserves the right to disconnect the consumer's installation at any time to prevent any accident or damage to men and material. The DISCOM shall not be responsible to pay any ex-gratia on account of fatal accidents or non-fatal accidents occurring on account of the Rooftop Solar PV System in the premises of the eligible consumer.
- 3.3 The Eligible Developer shall strictly adhere to the standards specified by CEA/MNRE and installations of electrical equipment must comply with Indian Electricity rules, 1956 and also to follow power quality measures as per International or Indian standards and/or other such measures provided in Clause 8 of TSERC (Net Metering Rooftop Solar PV Grid Interactive System) Regulation No. 06 of 2016 and any modification/ amendment to the regulation from time to time.

### **4. Access and Disconnection**

- 4.1 The DISCOM's personnel may enter the Eligible Consumer's premises to inspect the Eligible Consumer's protective devices and read or test the meter at any time.
- 4.2 The DISCOM shall have the right to disconnect the Rooftop Solar PV System of an eligible consumer from its system at any time on the following situations / conditions:
  - (i). Emergencies or maintenance requirement of DISCOM's electric system;
  - (ii). Hazardous conditions existing on the DISCOM's system due to operation of the Rooftop Solar PV System or the protective equipment, as determined by the DISCOM /TRANSCO / State Load Dispatch Centre (SLDC);
  - (iii). Adverse electrical effects, such as power quality problems, on the electrical equipment of other consumers of the DISCOM caused by the Rooftop Solar PV System as determined by the DISCOM.

### **5. Clearances and Approvals**

- 5.1 The Solar power produced shall be injected in to the grid of DISCOM only after obtaining prior approval from competent authority of DISCOM and meeting all the requirements of departmental standards, viz., protection switchgear, metering, feasibility approval etc.

- 5.2 The Eligible Consumer shall not commence parallel operation of the net metering facility until the Eligible Consumer has received approval to operate from the competent authority of DISCOM.
- 5.3 The Eligible Consumer shall insure and get the statutory approvals for more than 75KW from appropriate safety authority (CEIG) of the connected electrical equipment and solar panels before plant energization. Solar PV System having capacity up to 75 KW shall be inspected, tested and self certified by the eligible consumer with regard to the safety and protection.
- 5.4 The Eligible Consumer shall install any additional equipment or additional Solar panels after obtaining prior permission in writing from the DISCOM, failing which, the DISCOM may cancel the Net Metering Agreement after giving an opportunity in writing

## **6. Date of enforceability of the Agreement**

This agreement will be in a force for a period of 25 years from the date of connection of the Rooftop Solar PV system with the Grid, after meeting all the requirements by the Eligible Consumer under the conditions of this Agreement and in accordance with the Regulation No.6 of 2016 and its future amendments, if any

## **7. Settlement of energy charges**

The accounting of electricity exported and imported by the Eligible Consumer shall become effective from the date of connectivity of the Roof-top Solar PV System with the distribution grid of the DISCOM.

- 7.1 if the quantum of electricity exported exceeds the quantum imported during the Billing Period, the excess quantum shall be carried forward to the next Billing Period as credited Units of electricity and the eligible consumer shall get a monthly minimum bill; if the quantum of electricity Units imported by the Eligible Consumer during any Billing Period exceeds the quantum exported, the DISCOM shall raise its invoice for the net electricity consumption after adjusting the credited Units of electricity as per applicable retail supply tariff decided by regulatory commission to the concerned DISCOM
- 7.2 The unadjusted net credited Units of electricity shall be settled by the DISCOM twice in a year viz., in June and December. The net export units credited for the six month period shall be settled at its average cost of power purchase as approved by the Commission for that year or as mentioned in clause no.10.3 of TSERC (Net Metering Rooftop Solar PV Grid Interactive System) Regulation No. 06 of 2016 and any modification/ amendment to the regulation from time to time. The sum so arrived shall be either adjusted in the next month electricity bill or deposited in the bank account of the eligible consumer furnished to the DISCOM at the time of filing of the application. Provided that at the beginning of each of the Settlement Period, the cumulative quantum of injected electricity carried forward shall be re-set to zero.
- 7.3 The payment for excess units injected into grid will be made effective from the date of connectivity with the grid till the validity of this agreement.

- 7.4 In case the applicable tariff provides for billing on kVAh basis, the net drawl or injection of energy shall also be measured in kVAh.
- 7.5 When an eligible consumer cancels the Net metering Agreement entered into with the DISCOM after giving a month's notice, then, unused electricity credits shall be paid at a rate of Rs 0.50/kWh by the DISCOM or at a rate as notified by the Commission from time to time and ceases to be an eligible consumer thereafter.

## **8. Metering Arrangement**

The installation of meters including CTs & PTs, wherever applicable, shall be carried out as per the departmental procedures in vogue with prior permission of DISCOMs. The Eligible Consumer shall bear the entire cost of CTs & PTs including its accessories. The DISCOM will provide the Net Meter at the Eligible Consumer premises as per Clause 9.2 of TSERC (Net Metering Rooftop Solar PV Grid Interactive System) Regulation No. 06 of 2016 and any modification/ amendment to the regulation from time to time

## **9. Standards for Solar panels**

- 9.1 The Solar PV panels proposed to be installed shall meet the requirements of Indian as well as IEC standards and also to follow power quality measures as per International or Indian standards and/or other such measures provided in Clause 8 of TSERC (Net Metering Rooftop Solar PV Grid Interactive System) Regulation No. 06 of 2016 and any modification/ amendment to the regulation from time to time. Further, the documentary evidence proving the prescribed standards has to be furnished by Eligible Consumer to the competent authority of DISCOM before commencing the plant into operation.
- 9.2 The DISCOM on inspection at the time of according of permission to install the net metering arrangement or at any time thereafter, finds that, the eligible consumer has installed equipment not confirming to the standards published by the International Electro-technical Commission (IEC) or Bureau of Indian Standards (BIS) as a part of the net metering arrangement in the consumer's premises, the vendor of the equipment shall be blacklisted
- 9.3 Further, the DISCOM reserves the right to withdraw the permission to the net metering arrangement and cancel the net metering agreement with the eligible consumer after giving an opportunity in writing.

## **10. Interruption or Reduction of delivery**

The DISCOM shall not be obligated to accept and may require Eligible Consumer to interrupt or reduce deliveries when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or if it reasonably determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages or compliance with prudent electrical practices. Whenever possible, the DISCOM shall give the Eligible

Consumer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

**11. Obligation of Consumer to pay all charges levied by DISCOM**

11.1 The Eligible Consumer shall abide by the rules and shall pay the Maximum Demand Charges, energy charges, surcharges and other charges, if any, to the DISCOM in accordance with the notified Tariff besides the applicability of the General Terms and Conditions of Supply prescribed by the TSERC from time to time.

11.2 The Eligible Consumer shall pay the minimum charges every month as prescribed in retail supply Tariff and as per General Terms and Conditions of supply, even if no electricity is consumed for any reason whatsoever and also if the charges for electricity actually consumed are less than the minimum charges.

**12. Theft of electricity or unauthorised use of electricity**

Eligible Consumer, found indulging in theft of electricity or unauthorized use of electricity shall pay the penal/additional charges as may be levied by the DISCOM besides disconnection of supply as per the provisions of IE Act 2003 and General Terms and Conditions of supply.

**13. Termination of the Agreement**

13.1 In case the LT/HT Agreement for Supply of an Eligible Consumer gets terminated then the Net Metering Connection Agreement deems to be terminated.

13.2 The agreement will be terminated only after its completion period until all the safety standards are adhered to. The DISCOM has the right to terminate the agreement on breaching of any of the rules agreed upon with one month notice. If Eligible Consumer intends to pre close or terminate the agreement, Eligible Consumer may do so with 1 (one) month prior notice.

**14. Dispute Resolution**

The Eligible Consumer shall have recourse, in case of any dispute with the DISCOM regarding the billing, to the mechanism specified in sub-Sections (5) to (7) of Section 42 of the Act for the redressal of grievances.

Signature of Eligible Consumer

Date:

Witness

Signature:

Name & Address:

Date:

Competent Authority from Discom

(with stamp)

Date:

Witness

Signature:

Name & Address:

Date: