

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

The Tata Power Company Limited (hereinafter referred to as 'Tata Power') and having its Registered Office at Bombay House, 24, Homi Mody Street, Fort, Mumbai 400 001, India as second Party of this Agreement;

Whereas, the Eligible Consumer has applied to Tata Power for approval of a Net Metering Arrangement under the provisions of the Maharashtra Electricity Regulatory Commission (Net Metering for Roof-top Solar Photo Voltaic Systems) Regulations, 2015 ('the Net Metering Regulations') and sought its connectivity to Tata Power's Distribution Network;

And whereas, Tata Power 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 Tata Power 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 Tata Power, an isolation device (both automatic and in built within inverter and external manual relays); and Tata Power shall have access to it if required for the repair and maintenance of the Distribution Network.
- 2.3. Tata Power 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 Tata Power

3. Safety

- 3.1 The equipment connected to Tata Power'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 Tata Power'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, Tata Power determines that the Eligible Consumer's Roof-top Solar PV System is causing or may cause damage to and/or result to damage to Tata Power's other consumers or its assets, the Eligible Consumer shall disconnect the Roof-top Solar PV System from the distribution Network upon direction from Tata Power, and shall undertake corrective measures at his own expense prior to re-connection.
- 3.4 Tata Power 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. Tata Power 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 any 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

This Agreement shall be for a period for 20 years, but may be terminated prematurely

- (a) By mutual consent; or
- (b) By the Eligible Consumer, by giving 30 days' notice to Tata Power ;
- (c) By Tata Power, 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 Tata Power in writing.

6. Access and Disconnection

- 6.1. The Eligible Consumer shall provide access to Tata Power 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, Tata Power 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 termination of this Agreement under Clause 5, the Eligible Consumer shall disconnect the Roof-top Solar PV System forthwith from the Network of Tata Power.

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. Tata Power shall not be liable to compensate the Eligible Consumer if his Rooftop Solar PV System is unable to inject surplus power generated into Tata Power'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 Tata Power 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. Tata Power 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, Tata Power 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 the Tata Power 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 Tata Power.

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

Name: _____,

Signature:

Designation: _____,

The Tata Power Co. Ltd.

Mumbai

Date:

Name: _____,

Signature:

Designation: _____,

Eligible Consumer

Date:

Note: In case of changeover consumer, the network belongs to different DISCOM. The terms and conditions of the connection agreement will be as per guidelines issued by MERC from time to time.