

## FORM-2

(see sub-regulation (1) of regulation 7)

### Net Metering Connection Agreement

This Agreement is made and entered into at (location).....on this (date) .....day of (month)..... Between ..... who is a consumer of the distribution licensee with sanctioned contract demand of ..... kVA at ..... and intends to install Rooftop Solar PV Grid Interactive System at his premises .....(address)..... as **First party, and**..... distribution Licensee (herein after called as..... (*Name of Discom*) ..... and having its registered office at .....(address)..... as **Second party** of the agreement.

And whereas, the .....(*Name of Discom*).....agrees to facilitate the Rooftop Solar PV Energy Generator for the electricity generated from his Rooftop Solar PV Grid Interactive System of capacity.....watts and as per conditions of this agreement and net- metering regulations/ orders issued by the Himachal Pradesh Electricity Regulatory Commission.

Both the party hereby agrees to as follows:

#### 1. Eligibility

1.1 Eligibility for net- metering shall be as specified in the Himachal Pradesh Electricity Regulatory Commission (Rooftop Solar PV Grid Interactive System based on Net Metering) Regulations, 2015. First Party is required to be aware, in advance, of the standards and conditions his system has to meet, for being integrated into grid/distribution system.

#### 2. Technical and Interconnection Requirements

2.1 First Party agrees that his Solar PV generation plant and net- metering system will conform to the Standards and requirements mentioned in the following Regulations, codes and any other relevant provisions and also that he shall be continued to be governed by all such regulations, codes and other relevant provisions.-

- (i) the Central Electricity Authority (Technical Standards for connectivity of the Distributed Generating Resources) Regulations, 2013;
- (ii) the Central Electricity Authority (Installation and Operation of Meters) Regulation 2006;
- (iii) the Himachal Pradesh Electricity Distribution Code, 2008;
- (iv) the Himachal Pradesh Electricity Supply Code, 2009;
- (v) any other provisions applicable to the electricity consumer of the distribution licensee.

2.2 First Party agrees that he has installed or will install, prior to connection of Photovoltaic System to Second Party's distribution system, an isolation device (both automatic and inbuilt within inverter in case of Solar PV Generation and external manual relays) and agrees for the Second Party to

have access to and operation of this, if required and for repair ..... (*Name of Discom*).....and maintenance of the distribution system.

- 2.3 First Party agrees that in case of a power outage on Second Party's system, Photovoltaic System will shut down, automatically and his plant will not inject power into Licensee's distribution system.
- 2.4 All the equipment connected to distribution system must be compliant with relevant international (IEEE/IEC) or Indian standards (BIS) and installations of electrical equipment must comply with the Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010.
- 2.5 First Party agrees that licensee will specify the interface/interconnection point and metering point.
- 2.6 First Party and Second Party agrees 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 Due to Second Party obligation to maintain a safe and reliable distribution system, eligible consumer agrees that if it is determined by the Second Party that First Party's Photovoltaic System either caused damage to and/or produces adverse effects affecting other consumers or Second Party's assets, First Party will have to disconnect Photovoltaic System immediately from the distribution system upon direction from the Second Party and correct the problem at his own expense prior to a reconnection.

### **3. Clearances and Approvals**

- 3.1 First Party agrees to obtain all the necessary approvals and clearances (environmental and grid connection related) before connecting the Photovoltaic System to the distribution system.

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

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

### **5. Liabilities**

- 5.1 First Party and Second Party will indemnify each other for damages or adverse effect from either party's negligence or intentional misconduct in the connection and operation of Photovoltaic System or Second Party distribution system.

5.2 Second Party and First Party will not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for indirect, consequential incidental or special damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise.

5.3 Second Party shall not be liable for delivery or realization by First Party for any fiscal or other incentive provided by the Central/State Government beyond the scope specified by the Commission in its relevant order.

**6. Commercial Settlement**

6.1 All the commercial settlement under this agreement shall follow the Net – Metering Regulations and relevant Orders of Himachal Pradesh Electricity Regulatory Commission.

**7. Connection Costs**

7.1 The First Party shall bear all costs related to setting up of Photovoltaic System including metering and interconnection costs. The First Party agrees to pay the actual cost of modifications and upgrades to the service line required to connect Photovoltaic System is case it is required.

**8. Termination**

8.1 The First Party can terminate agreement at any time by providing Second Party with 90 days prior notice.

8.2 Second Party has the right to terminate Agreement on 30 days prior written notice, if eligible consumer breaches a term of this Agreement and does not remedy the breach within 30 days of receiving written notice from Second Party of the breach

8.3 First Party agrees that upon termination of this Agreement, he must disconnect the Photovoltaic System from Second Party’s distribution system in a timely manner and to Second Party’s satisfaction.

In the witness, whereof of Mr.....for and on behalf of First Party and Mr.....for and on behalf of Second Party sign this agreement in two originals.

First Party  
Name

Second Party  
Name

Address  
Designation

K-Number (A/C No.) of consumer

Office Address

❖ Discom :- Distribution Licensee of the area.