

(on non - judicial stamp paper worth Rs.10/-)

AGREEMENT

The Agreement executed on this _____ day of ____, between M/s / Mr. / Mrs. S/o / D/o / W/o.____ which means their/ his/its /theirs, successors as ONE PART herein after called as "Prosumer" and the Northern Power Distribution Company of A.P Limited, a DISCOM incorporated under the provisions of Companies Act 1956 consequent to the AP Electricity Reforms Act, 1998 (which means its authorized representatives assigns, executors and its successors) as OTHER PART, herein after called the "DISCOM").

1. Installation of Solar Grid Interactive rooftop and small SPV power plant

In accordance with the policy announced by GoAP vide G.O.Ms.No.22, Dt:25.03.2013 read with G.O. Ms. No.27, Dt. 19.06.2013, DISCOM has introduced the scheme of "Solar Net Metering" for those consumers who intend to encourage solar green energy and set up solar PV plants on rooftops of households, industries, offices, institutions, residential complexes etc.

2. Capacity of the SPV plant and Maximum contracted load of the premises

Prosumer is proposing to install rooftop solar power plant of – KW capacity under Solar net metering facility at D.No.----, Street ----, ---- (V), ---- (M) having electrical Service Connection No.---- for a contracted load of ---- KW/HP/KVA. The Prosumer have requested DISCOM to provide grid connectivity/necessary permissions to connect rooftop solar power plant and supply solar energy into the distribution network of DISCOM at ---- voltage level.

3. Governing Provisions

Prosumer 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 prescribed by the DISCOM with the approval of the Andhra Pradesh Electricity Regulatory Commission herein after called as "Commission" from time to time and agree not to dispute the same.

4. Strategy of implementation

Implementation of net metering facility will be as per the following guidelines:

- i. Under this facility, Prosumer will generate solar power for self consumption and feed excess power into DISCOM network.

- ii. Net metering is the concept, which records net energy between export of generated energy and import of DISCOM energy for a billing month. Alternatively, the meter, having the feature of recording both the import and export values, besides other parameters notified by CEA metering regulations and APTRANSCO/DISCOM procedures in vogue, shall also be allowed for arriving net energy for the billing period.

4.1. **Settlement of energy charges**

The Prosumer shall pay for the net energy in a billing month as per applicable retail supply tariff decided by regulatory commission to the concerned DISCOM, if the supplied energy by the DISCOM is more than the injected energy by the solar PV sources of the Prosumer(s). Any excess/ surplus energy injected in to DISCOM network in a billing month will be paid at APERC pooled cost that may be decided year on year. Energy settlement will be done in half yearly basis. Payment of pooled cost will be effective from date of establishment of plant to 7 years in accordance with the Govt. Policy.

- 4.1.1. Any modification/ amendment in the Policy and change in law would be made applicable and corresponding amendment(s) will be made in the agreement from time to time with the approval of APERC.

4.2. **Safety, Security & Insurance**

The Prosumer is required to provide an appropriate protection system on their incoming side/ consumer premises with the feature of "Islanding the SPV Generator" when incoming supply fails or any interruption on the connected line due to failure of equipment/line or Line Clear taken for carrying any maintenance work. As a part of security check, the feature of "Islanding the SPV generator" shall have to be checked up for its healthiness twice in a year. In order to meet the expenditure that may arise due to electrocution in the event of failure of the connected protective and switch gear, the Prosumer is required to provide an insurance coverage of 5,00,000 per annum.

4.3. **Metering Arrangement**

The Prosumer shall bear the entire cost of metering arrangement provided including its accessories. 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. Alternatively, DISCOM will provide the metering arrangement at the Prosumer premises after receipt of entire estimated cost from the Prosumer.

4.4. **Request for Connectivity**

The Prosumer will submit the required information in the prescribed format to the DISCOM and get the proper acknowledgement and shall

also provide related interconnection equipment as per the DISCOM's technical requirements, including safety and performance standards. To prevent a net metering prosumer from back-feeding a de-energized line, the Prosumer shall install an isolator switch that is accessible to Company personnel at all hours.

The Customer shall not commence parallel operation of the net metering facility until the Customer has received approval to operate from the competent authority of DISCOM.

Modifications or changes made to a Generator shall be evaluated by the DISCOM prior to modifications/changes. The Prosumer shall provide detailed information describing the modifications or changes to the DISCOM in writing prior to making the modification to the generating facility. The DISCOM shall review the proposed changes to the generating facility and provide the results of its evaluation to the Prosumer within forty- five (45) calendar days of receipt of the Customer's proposal. Any items that would prevent parallel operation due to violation of applicable safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.

4.5. Standards for Solar panels

The Solar PV panels proposed to be installed shall meet the requirements of Indian as well as IEC standards. Further, the documentary evidence proving the prescribed standards has to be furnished by Prosumer to the concerned authority (DE/Operation) of the DISCOM before commencing the plant into operation. The Prosumer shall get the statutory approvals from appropriate safety authority (CEIG) of the connected electrical equipment and solar panels before plant energization.

5. Injection of Solar Power

The Solar power produced shall be injected in to the DISCOM network only after obtaining prior approval from Divisional Engineer/Operation/---/APNPDCL and meeting all the requirements of departmental standards, viz., protection switchgear, metering, feasibility approval etc.

6. Date of enforceability of the Agreement

This agreement will be in a force for a period of 20 years from the date of commencement of this agreement, after meeting all the requirements by the Prosumer under the conditions of this Agreement and in accordance with the policy on Solar net metering and its future amendments, if any.

7. Interruption or Reduction of delivery

The DISCOM shall not be obligated to accept and may require Prosumer 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 Prosumer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

8. Access to premises

The DISCOM's personal may enter the Prosumer's premises to inspect the Prosumer's protective devices and read or test the meter.

9. Dispute Resolution

If at any time the DISCOM reasonably determines that either the Prosumer may endanger the DISCOM's personnel or other persons or property, or the continued operation of the Prosumer's generator may endanger the integrity or safety of the DISCOM's electric system, or the Prosumer is not operating the system in compliance with the terms and conditions of this agreement the DISCOM shall have the right to disconnect and lock out the SPV Generator facility from the Company's electric system until the DISCOM is reasonably satisfied that the SPV Generator can operate in a safe and compliant manner.

Any other dispute arising under/out of this agreement shall be resolved promptly in good faith and in an equitable manner by both the parties. Failing resolution of the dispute, party may approach the commission under section 86 (1) (f) of EA 2003.

10. Termination of the Agreement

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 Prosumer intends to pre close or terminate the agreement, Prosumer may do so with 1 (one) month prior notice.

11. Re-Sale of Electric Power

The Prosumer shall not sell electricity generated under this agreement without the sanction in writing obtained from the DISCOM.

12. Obligation of Consumer to pay all charges levied by DISCOM

The Prosumer 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 APERC from time to time.

13. Right of DISCOM to amend the Agreement

DISCOM shall have the right to amend any of the section of the agreement according to the exigencies. Further, the DISCOM shall have the right to

reduce/enhance the rates chargeable for supply of electricity as per retail supply tariff announced by commission from time to time.

14. Monthly Minimum Charges

The Prosumer 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.

15. Theft of electricity or unauthorised use of electricity

Prosumer, found indulging in theft of electricity or unauthorised 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.

Signature of Prosumer

Signature of Prosumer

Date:

Date:

Witness 1

Witness 2

Signature:

Signature:

Name & Address:

Name & Address:

Date:

Date: