



NET METERING CONNECTION AGREEMENT

This Agreement is made and entered into at Mumbai on this day of 20 between,-
(i) (name of consumer), having its premises at
..... and Consumer No..... (hereinafter referred to as "Eligible Consumer" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns); and (ii) Adani Electricity Mumbai Ltd., a company incorporated under the Companies Act, 1956, having its registered office at CTS 407/A (new), 408 old village Eksar Devidas lane, off SVP road, Near Devidas telephone exchange, Borivali (W), Mumbai -400103 (hereinafter referred to as "AEML" or "Distribution Licensee" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns)

WHEREAS

- AEML is the holder of a distribution license authorizing it to operate and maintain a distribution system for supplying electricity to consumers in the area of supply specified in his license
- The Eligible Consumer has applied to AEML 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 (hereinafter "the Net Metering Regulations") and sought its connectivity to the distribution network of AEML
- AEML has agreed to provide network connectivity to the Eligible Consumer for injection of electricity generated from its Roof-top Solar PV system of kilowatt

The parties hereby agree as follows:

Part A: General

1. TECHNICAL AND INTERCONNECTION REQUIREMENTS

- 1.1 In this agreement, unless the context otherwise requires-
- 1.1.1 "Act" means the Electricity Act, 2003 (36 of 2003)
 - 1.1.2 "Billing Cycle or Billing Period" means the period for which the electricity bill is raised by AEML
 - 1.1.3 "Commission" means the Maharashtra Electricity Regulatory Commission
 - 1.1.4 "Contract Demand" means demand in kilowatt (kW) or horse power (HP) or kilovolt ampere (KVA) or megavolt ampere (MVA) as mutually agreed between AEML and the Eligible Consumer and as entered into in a supply agreement between AEML and the Eligible Consumer, in accordance with the terms and conditions of such agreement; or equal to the Sanctioned Load, where the Contract Demand has not been provided in such agreement or otherwise agreed. Provided that a power factor of 0.80 shall be considered for the purpose of unit conversion from MVA/kVA to MW/kW. Provided further that a factor of 0.746 shall be considered for the purpose of unit conversion from HP to kW.
 - 1.1.5 "Harmonics" means a component of a periodic wave having frequency that is an integral multiple of the fundamental power line frequency of 50 Hz causing distortion to pure sinusoidal waveform of voltage or current, and as governed by IEEE STD 519-1992, namely "IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems" and corresponding standard as may be specified in accordance with clause (c) of sub-section (2) of Section 185 of the Act

- 1.1.6 "Interconnection Point" means the interface of the Solar PV system with the outgoing terminals of the meter / AEML's cut-outs/switchgear fixed in the premises of the Eligible Consumer; Provided that, in the case of an Eligible Consumer connected at the High Tension ('HT') level, the 'inter-connection point' shall mean the interface of the Solar PV System with the outgoing terminals of the Distribution Licensee's metering cubicle placed before such Consumer's apparatus. Provided further that the Interconnection Point shall be as specified by AEML
- 1.1.7 "Net Meter" means an energy meter as defined in the Electricity Supply Code which is also capable of recording both the import and export of electricity, or a pair of energy meters, one for recording the import and the other for recording the export of electricity, as the case may be
- 1.1.8 "Obligated Entity" means an entity required to fulfill a Renewable Purchase Obligation ('RPO') as specified by the Commission in Regulations governing such Obligation ('the RPO Regulations')
- 1.1.9 "Open Access Agreement" means the Agreement, if any, between Eligible Consumer and AEML for provision of open access on the distribution network of AEML under Maharashtra Electricity Regulatory Commission (Distribution Open Access) Regulations, 2014, as amended or superseded from time to time
- 1.1.10 "Premises" means and includes roof-tops or any areas on the land, building or infrastructure or part or combination thereof in respect of which a separate meter has been provided by AEML for supply of electricity
- 1.1.11 "Roof-top Solar PV System" means the Solar Photo Voltaic power system installed by the Eligible Consumer and owned and/or operated by the Eligible Consumer or by a third party, that uses sunlight for direct conversion into electricity through Photo Voltaic technology
- 1.1.12 "Renewable Energy Certificate" means the Certificate issued in accordance with the procedures specified by the Central Electricity Regulatory Commission m. "Settlement Period" means the period beginning from the first day of April of a calendar year and ending with the thirty first day of March of the following calendar year
- 1.1.13 "Supply Code" means the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005, as amended or superseded from time to time.
- 1.1.14 "Standards of Performance Regulations" means the Maharashtra Electricity Regulatory Commission (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2014, as amended or superseded from time to time.

Words or expressions used herein and not defined shall have the meanings as assigned to them under the Act and/or the Net Metering Regulations and, if not defined in either, shall have the meaning assigned to them in any Act of Parliament or the State Legislature applicable to the electricity industry.

2. ELIGIBILITY

- 2.1 The Roof-top Solar PV System meets the applicable norms for being integrated into the distribution network.
- 2.2 The Eligible Consumer shall maintain the System in accordance with the applicable norms throughout the duration of this Agreement.

3. COMPLIANCE WITH ACT, RULES AND REGULATIONS

- 3.1 All parties to this agreement shall comply with the provisions of the Act and the rules and Regulations, including the Net Metering Regulations, laid down there under. Where any provision of this agreement is inconsistent with the provisions of the Act and/ or the rules or Regulations laid down there under, the provisions of the Act, rules or Regulations, as the case may be, shall take precedence to the extent of such inconsistency.
- 3.2 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.

4. COMMENCEMENT AND TERMS OF AGREEMENT

This Agreement shall become Effective from _____ (date) which is the date of interconnecting Eligible Consumer's Roof-top Solar PV System to AEML's distribution network (hereafter referred to as "Effective Date") and shall continue for the period 20 years, unless terminated prematurely in accordance with Clause 5 herein.

5. TERMINATION OF AGREEMENT

- 5.1 The Distribution Licensee may terminate this agreement after giving a thirty (30) days prior written intimation of the same to the Eligible Consumer, where:
- 5.1.1 The Eligible Consumer defaults in the payment of any charge or any other sum due from him, as provided under Section 56 of the Act
 - 5.1.2 The Consumer does an act referred to in sub-section (3) of Section 163 of the Act
 - 5.1.3 The disconnection of Consumer from the grid is authorized under any other provision of the Act, the rules and Regulations made thereunder and/ or any other law for the time being in force
 - 5.1.4 The Eligible Consumer is in breach of any terms of this Agreement or the provisions of the Net Metering Regulations
 - 5.1.5 The Consumer is declared insolvent
 - 5.1.6 In case the Eligible Consumer also has an Open Access Agreement with AEML and the disconnection of supply whereof is authorized by the provisions of such Open Access Agreement
 - 5.1.7 The Eligible Consumer has, without prior permission of AEML, carried out any changes, modifications or alterations to the Roof-top Solar PV System or its interconnection with the distribution system of AEML

Provided that the termination shall be subject to settlement of all dues of the Distribution Licensee in accordance with the Act, the Regulations and this agreement.

- 5.2 The Eligible Consumer may terminate this Agreement after giving a thirty (30) days prior written intimation of the same to AEML.
- 5.3 The Eligible Consumer shall, within the notice period under clause 5.1 above, remedy or remove the cause or causes stated in the notice failing which AEML may terminate this agreement from the date stated in the notice.
- 5.4 Notwithstanding anything contained in this clause 5, where termination of agreement results in disconnection of supply to the Eligible Consumer, it shall be only for the reasons authorized by the Act and such disconnection shall be made in accordance with the provisions of the Act and the Regulations made there-under.
- 5.5 In case of disconnection, the reconnection of the Eligible Consumer shall be in accordance with the provisions of the Act and the Regulations.
- 5.6 The Termination of this Agreement shall not affect any accrued liability or claim or any obligations pursuant to this Agreement, upto the date of termination of this Agreement.
- 5.7 Upon termination of this Agreement, the Eligible Consumer will have to apply for Net Metering Arrangement afresh if it so desires.

6. TECHNICAL AND INTERCONNECTION REQUIREMENTS

- 6.1 The metering arrangement and the interconnection of the Roof-top Solar PV System with the network of AEML 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.
- 6.2 The Eligible Consumer has installed or shall install an isolation device (both automatic and in-built within inverter and external manual relays) and agrees to provide AEML full access to the same if required for repair and maintenance of the distribution network.
- 6.3 If the Eligible Consumer has opted for connectivity with a battery backup, the inverter shall have a separate back-up wiring to prevent the battery/decentralized generation (DG) power from flowing into the distribution network in the absence of grid supply.
- 6.4 The Eligible Consumer shall provide appropriate protection for islanding of its Roof-top Solar PV System from the network of AEML in the event of grid or supply failure.
- 6.5 The Eligible Consumer shall furnish all relevant data, such as voltage, frequency, circuit breaker, isolation position in the system, Test Certificates for equipment and installations as and when required by AEML.

- 6.6 The Eligible Consumer shall take all reasonable precautions as regards the connection of its Roof-top Solar PV System to the distribution network of AEML to prevent any adverse effect on the:
- 6.1.1 Use of the distribution system of the Distribution licensee
 - 6.1.2 Quality and reliability of supply of electricity through the distribution system of the Distribution licensee
- 6.7 The Eligible Consumer has installed or shall have installed, before the Effective Date, appropriate device/equipment for control of harmonics injected into the distribution network due to generation of electricity from the Roof-top Solar PV System.

Provided that if, at any time, AEML determines that the Eligible Consumer's Roof-top Solar PV System is not complying with the relevant IEEE Standards regarding control and prevention of harmonics, the Eligible Consumer shall forthwith disconnect its Roof-top Solar PV System from the network of AEML, upon direction of AEML and shall install necessary harmonic suppression equipment and/or undertake repairs as may be required, at his own expense prior to seeking reconnection.

Provided further that AEML shall be authorised to charge the Eligible Consumer penalty, if any and in the manner, as may be specified by the Commission from time to time for injection of harmonics into the grid.

7. SAFETY

- 7.1 The equipment of the Eligible Consumer connected with the distribution network of AEML 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.
- 7.2 The Eligible Consumer shall be responsible for safe operation, maintenance and rectification of any defect in the Roof-top Solar PV System up to the point of Net Meter.
- 7.3 If, at any time, AEML determines that the Eligible Consumer's Roof-top Solar PV System is causing or may cause damage to AEML's other consumers or its distribution assets, the Eligible Consumer shall forth with disconnect the Roof-top Solar PV System from AEML's network upon direction to that effect by AEML, and shall undertake corrective measures at his own expense prior to seeking reconnection.
- 7.4 AEML shall not be responsible for any accident resulting in injury to human beings or animals or damage to property that may occur due to back-feeding from the Roof-top Solar PV System when the grid supply is off. AEML shall be authorized to disconnect the Eligible Consumer's installation at any time in the event of such exigencies to prevent accidents.

8. LIABILITIES

- 8.1 Both Parties shall indemnify each other for damages or adverse effects of either Party's negligence or misconduct during installation of the Rooftop Solar PV System, its connectivity with the distribution network and operation of the System.
- 8.2 The Parties shall not be liable to each other for any loss of profits or revenues, business interruption losses, loss of conduct 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 this Agreement, or otherwise.

9. CHANGE OF NAME

- 9.1 A connection may be transferred in the name of another person upon death of the Consumer or in case of transfer of ownership or occupancy of the premises, upon application for change of name by the new owner or occupier:

Provided that such change of name shall not entitle the applicant to require shifting of the connection to a new premises.

- 9.2 The provisions in this regard shall be governed by the relevant Regulations of the Supply Code.

- 9.3 This Agreement shall be modified to include the name of the new owner or occupier (applicant for change of name) and till such time such modification is done, this Agreement shall be deemed applicable to such new owner or occupier.

Provided that the Distribution Licensee shall provide the revised Agreement to the new Owner or Occupier within three (3) working days of change of name and the new Owner or Occupier shall execute the said Agreement within one month of receipt of such Agreement, failing which this Agreement shall stand terminated.

10. ACCESS TO PREMISES

- 10.1 No person other than an Authorised Representative of the Distribution Licensee or any other person authorised under the Act and the rules and Regulations made thereunder shall be authorised to operate, handle or remove any electrical plant, electric lines or meter or break, remove, erase or otherwise interfere with the seals, name plates and distinguishing numbers or marks affixed on such property of the Distribution Licensee placed in the Eligible Consumer's premises

Provided that such Authorised Representative of the Distribution Licensee shall not perform any of the acts under this clause 10 except in the presence of the Eligible Consumer or his representative

Provided further that the Distribution Licensee shall provide prior intimation to the Eligible Consumer of the visit of the Authorised Representative to the Eligible Consumer's premises, except where the Distribution Licensee has reason to believe that any person is indulging in unauthorized use of electricity and/ or is committing an offence of the nature provided for in Part XIV of the Act on such premises.

- 10.2 The Eligible Consumer shall permit entry into his premises for the authorized representatives of the Distribution Licensee to read, inspect, test, install, remove or replace the meters or to Energise or De-Energise the Inter-connection Point.
- 10.3 The Eligible Consumer shall provide access to Distribution Licensee to the metering equipment and disconnecting devices of Roof-top Solar PV System, both automatic and manual.
- 10.4 If, in any emergency or outage situation, the Distribution Licensee cannot access the disconnecting devices of the Roof-top Solar PV System, both automatic and manual, it may disconnect the power supply to the Eligible Consumer's premises.
- 10.5 Upon termination of this Agreement under clause 5 above, the Eligible Consumer shall forthwith disconnect its Roof-top Solar PV System from the distribution network.

Provided that in case of any delays by the Eligible Consumer in disconnecting its Roof-top Solar PV System from the distribution network, the injection of power from the System, if any, into the grid during such interim period, shall not be compensated for by AEML in any manner and gross imported energy, from the date of termination of this Agreement, shall be the basis of billing by AEML.

11. METERING ARRANGEMENT

- 11.1 The Meter installed at the Interconnection Point shall be a bi-directional meter (whole current/CT operated) or a pair of meters (as per the definition of 'Net Meter' in the Net Metering Regulations and this Agreement).

Provided that, if the Eligible Consumer is within the ambit of Time-of- Day (ToD) Tariff, the Net Meter installed shall be capable of recording ToD import and export.

- 11.2 Both Eligible Consumer and the Distribution Licensee have the option of installing a separate Meter, at an appropriate place, for recording generation from the Roof-top Solar PV System ('Solar Generation Meter') based upon their requirements and the Solar Generation Meter shall comply with the applicable Regulations of the Central Electricity Authority.

Provided that in case the Solar Generation Meter is installed by the Eligible Consumer or by AEML, but at the request of the Eligible Consumer, the expenses for meter, installation and testing, etc. shall be borne by the Eligible Consumer.

Provided further that in case the Solar Generation Meter has been installed by AEML on its own, the same shall be at the cost of AEML and with the consent of the Eligible Consumer.

- 11.3 Both the Net Meter and the Solar Generation Meter shall be installed at a place providing easy access and readability to the Distribution Licensee
- 11.4 Matters with regard to installation, maintenance and testing of meters and dealing with defective, lost or burnt meters
- 11.4.1 The obligations of the Distribution Licensee and the Consumer with regard to installation, maintenance, testing and dealing with lost/burnt meters including recovery of charges thereof shall be as specified by the Commission for Distribution Licensees and consumers respectively in the Supply Code and Standards of Performance Regulations.
- 11.4.2 The Net Meter, including the Solar Generation Meter, in case the same has been installed by AEML on its own, shall be open for inspection by the authorized representative of AEML.

12. METER READING AND BILLING IN THE EVENT OF DEFECTIVE METER

- 12.1 The Distribution Licensee, shall be responsible for reading the Eligible Consumer's Net meter at intervals as specified in the Supply Code.

Provided further that the Authorized Representative of the Distribution Licensee shall be entitled to access the premises of the Eligible Consumer for meter reading, inspection and testing at such times and in such manner as in the case of the Distribution Licensee's own consumers in accordance with the Supply Code.

- 12.2 In case of defective, damaged or tampered Meter or wherever the Net Meter has stopped recording for any reason, the Distribution Licensee shall bill the Eligible Consumer as per the provisions of the Supply Code, depending upon the circumstances of the case.

Provided that the Eligible Consumer may require the Distribution Licensee to carry out testing of the meter subject to payment of charges for testing as are applicable to the Distribution Licensee's own consumers under the Supply Code.

- 12.3 In case of defective, damaged or tampered meter or wherever it has stopped recording for any reason, the Distribution Licensee shall use the net energy billed to the Eligible Consumer as the basis for assessment or for working out past average consumption, as the case may be.

13. RECTIFICATION OF FAULT

- 13.1 The Distribution Licensee shall be responsible for the rectification of faults in the distribution system affecting the injection of energy/supply of energy into/from the Distribution System

Provided that the Distribution licensee shall rectify faults in the distribution system so affecting the injection of energy / supply of energy into/from the Distribution System within the time limits as specified by the Commission in the Standards of Performance Regulations, except in the circumstances where an exemption is allowed in accordance with the Standards of Performance Regulations.

- 13.2 The Distribution Licensee shall, however, not be liable to compensate the Eligible Consumer if his Roof-top Solar PV System is unable to inject the surplus power generated into the Distribution Licensee's network on account of failure of power supply in the grid / network

14. ENERGY ACCOUNTING AND SETTLEMENT

- 14.1 For each Billing Period, AEML shall obtain the quantum of electricity imported as well as that exported from the Net Meter (bi-directional) or the pair of Meters, as the case may be.
- 14.2 In case 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
- 14.3 In case the quantum of electricity imported exceeds the quantum exported during the Billing Period, AEML shall bill the Eligible Consumer for the net electricity consumption, after adjusting the exported units.

Provided that net electricity consumption shall be the basis of billing for all components of tariff which are to be billed on Rs./unit basis.

Provided further that in case Eligible Consumer falls in category where Demand Charges are applicable, the Billing Demand and Demand Charges thereon using the Maximum Demand as worked out considering the imported quantum of electricity as recorded in the Meter, as per the applicable Tariff Order.

Provided further that in case Eligible Consumer falls in category where Fixed Charges are applicable, the same shall be based on the Eligible Consumer's Sanctioned Load, as per the Applicable Tariff Order. However, in case the Eligible Consumer falls in a category where Fixed Charges are differentiated by units consumption, the Fixed Charges shall be billed as per the units imported as recorded in the Meter.

- 14.4 The unadjusted net quantum of electricity at the end of each financial year shall be purchased by AEML at its Average Cost of Power Purchase as approved by the Commission for that year, within the first month of the following year

Provided that in case the Approved Cost of Power Purchase for a given financial year is not available due to delay or non-issuance of Tariff Order for such year, the last available Approved Cost of Power Purchase shall be considered.

Provided further that in case this Agreement is terminated during the financial year, the net unadjusted quantum of electricity for such financial year up to the date of termination of this Agreement shall be purchased by AEML at the Approved Cost of Power Purchase, approved for such financial year or last available as the case may be.

Provided also that at the beginning of each Settlement Period, the cumulative quantum of unadjusted injected electricity carried forward shall be reset to zero.

Provided also that such purchase of unadjusted surplus units by AEML shall qualify towards meeting of its Solar RPO.

- 14.5 In case the Eligible Consumer is within the ambit of ToD Tariff, the electricity imported in a ToD Zone shall be adjusted with the electricity exported in the same ToD Zone

Provided that, in a Billing Period, if the quantum of electricity exported in any ToD Zone is more than the quantum of electricity imported in the same ToD Zone, then such excess injection shall be first adjusted with electricity imported in Off-Peak ToD Zones in the same Billing Period and balance, if any, shall be carried forward to the subsequent Billing Period and adjusted against electricity imported in the Off-Peak ToD Zone(s) in such subsequent Billing Period.

15. BILLING AND PAYMENT

- 15.1 The Distribution Licensee shall bill the Consumer as per the terms of this Agreement. The frequency and timelines of billing shall be as per the Supply Code.
- 15.2 For each Billing Period, the bill raised by the Distribution Licensee shall show separately:
- 15.2.1 The quantum of electricity Units exported by the Eligible Consumer
 - 15.2.2 The quantum of electricity Units imported by the Eligible Consumer
 - 15.2.3 The net quantum of electricity Units billed for payment by the Eligible Consumer
 - 15.2.4 The net quantum of electricity Units carried over to the next Billing Period
- 15.3 The Eligible Consumer shall pay for the charges within such period as specified in the Supply Code.
- 15.4 The provisions of the Supply Code and/or applicable Tariff Order shall be applicable in case of charges for delay in payment by the Eligible Consumer or discounts for prompt payment, as the case may be.

16. CONSISTENCY WITH REGULATIONS

- 16.1 Both Parties agree that though due care has been taken to prepare this agreement as per the terms of the Act and the Net Metering Regulations, anything contained herein, if found to be inconsistent, the provisions of the Act and the Net Metering Regulations, shall prevail to such extent.
- 16.2 Any provisions of the Net Metering Regulations, if not incorporated in these Regulations, shall apply to the parties to this Agreement in the same manner as specified in the Net Metering Regulations.

17. DISPUTE RESOLUTION

- 17.1 Any disputes between the Distribution Licensee and the Eligible Consumer may be resolved promptly through mutual consultations.
- 17.2 The Eligible Consumer shall have recourse to the concerned Consumer Grievance Redressal Forum constituted under the relevant Regulations in respect of any grievance regarding billing which cannot be redressed mutually.

18. FORCE MAJEURE

- 18.1 If either party is unable to wholly or partly perform on time any obligation under this agreement by reason of occurrence of a Force Majeure Event, that obligation shall be suspended, without liability, so far as the party's ability to perform is affected by the Force Majeure Event.
- 18.2 A party affected by a Force Majeure Event shall use all reasonable endeavors to remove the effect of each Force Majeure Event affecting its performance of this agreement.
- 18.3 Subject to clause 18.2, if a party considers that a circumstance has arisen which constitutes or is likely to constitute or result in a Force Majeure Event, it shall as soon as reasonably practicable thereafter give to the other party, notice containing particulars of the Force Majeure Event including:
- 18.3.1 Its nature and likely duration
 - 18.3.2 The obligations affected by it and the nature and extent of its effect on those obligations
 - 18.3.3 The steps taken to remove, overcome or minimize its effect.

19. CHANGES TO AGREEMENT

- 19.1 The parties agree to negotiate in good faith any amendments to this agreement that may be reasonably required as a result of any amendments in the Act or Regulations made there-under.
- 19.2 All the amendments shall be in the written format duly signed by both the parties.

20. TECHNICAL DETAILS

The technical details of the Roof-top Solar PV System and the technical details of its interconnection with the network of AEML, along with the Single Line Diagram of the same are included in Annexure – 1, attached hereto.

IN WITNESS WHEREOF the parties hereto have set subscribed their respective hands and seals to this presents and the day and the year hereinabove mentioned.

For and on behalf of,

.....
Name & Signature
Eligible Consumer

.....
Name & Signature
Distribution Licensee