

Annexure – 4

Net Billing 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 MSEDCL _____ (hereinafter referred to as ‘the Licensee’) and having its Registered Office at (address) _____ as second Party of this Agreement.

Whereas the Eligible Consumer has applied to MSEDCL for approval of a Net Billing Arrangement under the provisions of the Maharashtra Electricity Regulatory Commission (Grid Interactive Renewable Energy Generating Systems) Regulations, 2019 (‘the Grid Interactive Renewable Regulations’) and sought its connectivity to MSEDCL’s distribution Network;

And whereas MSEDCL has agreed to provide Network connectivity to the Eligible Consumer for injection of electricity generated from its Renewable Energy Generating System of _____ kilowatt;

Both Parties hereby agree as follows:

1 Eligibility

The Renewable Energy Generating 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 Renewable Energy Generating System with the Network of MSEDCL shall be as per the provisions of the Grid Interactive Renewable 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 Renewable Energy Generating System to the Network of MSEDCL, an isolation device (both automatic and in-built within inverter and external manual relays); and MSEDCL shall have access to it if required for the repair and maintenance of the distribution Network.
- 2.3 MSEDCL 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 MSEDCL.

3 Safety

- 3.1 The equipment connected to MSEDCL'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 Renewable Energy Generating System shall be undertaken in a manner conducive to the safety of the Renewable Energy Generating System as well as MSEDCL's Network.
- 3.3 If, at any time, MSEDCL determines that the Eligible Consumer's Renewable Energy Generating System is causing or may cause damage to and/or results in MSEDCL's other consumers or its assets, the Eligible Consumer shall disconnect the Renewable Energy Generating System from the distribution Network upon direction from MSEDCL, and shall undertake corrective measures at his own expense prior to re-connection.
- 3.4 MSEDCL 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 Renewable Energy Generating System when the grid supply is off. MSEDCL may disconnect the installation at any time in the event of such exigencies to prevent such accident.

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 Renewable Energy Generating System to the distribution Network.

5 Period of Agreement, and Termination

- 5.1 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 90 days' notice to MSEDCL;
- c) By MSEDCL, by giving 30 days' notice, if the Eligible Consumer breaches any terms of this Agreement or the provisions of the Grid Interactive Rooftop Renewable Energy Generating Systems 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 MSEDCL in writing;
- d) By MSEDCL, by giving 30 days' notice, if the Eligible Consumer fails to pay his dues in a timely manner or indulges in any malpractices.

6 Access and Disconnection

- 6.1 The Eligible Consumer shall provide access to MSEDCL to the metering equipment and disconnecting devices of Renewable Energy Generating System, both automatic and manual, by the Eligible Consumer.
- 6.2 If, in an emergent or outage situation, MSEDCL cannot access the disconnecting devices of the Renewable Energy Generating 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 Renewable Energy Generating System forthwith from the Network of MSEDCL.

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 Renewable Energy Generating 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 Grid Interactive Renewable Regulations.
- 8.2 The entire units generated by the Renewable Energy Generating Station in the billing period shall be purchased by the MSEDCL at Rs. _____ per kWh for the entire duration of the Agreement.

- 8.3 MSEDCL shall not be liable to compensate the Eligible Consumer if his Renewable Energy Generating System is unable to inject surplus power generated into MSEDCL's Network on account of failure of power supply in the grid/Network.
- 8.4 The existing metering System shall be continued, and a separate Renewable Energy Generation Meter may be provided to measure Renewable Energy generation.
- 8.5 MSEDCL shall issue monthly electricity bill for the energy consumed by the Consumer on the scheduled date of meter reading. MSEDCL shall bill the Consumer for the consumption after giving due credit for the Renewable Energy generation, as specified in the Grid Interactive Renewable Regulations.

9 Connection Costs

The Eligible Consumer shall bear all costs related to the setting up of the Renewable Energy Generating System, excluding the cost of the Renewable Energy Generation Meter.

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 concerned Consumer Grievance Redressal Forum constituted under the relevant Regulations in respect of any grievance regarding billing, which has not been redressed by MSEDCL.

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