

## Net Metering Inter Connection Agreement

This Agreement is made and entered into at (location) \_\_\_\_\_ on this (date) \_\_\_\_\_ day of (month) \_\_\_\_\_ year \_\_\_\_\_ between

The Eligible Consumer, by the name of \_\_\_\_\_ having premises at (address) \_\_\_\_\_ as first party

AND

Distribution Licensee (hereinafter called as Licensee) and represented by \_\_\_\_\_ (designation of office) and having its registered office at (address) \_\_\_\_\_ as second party of the agreement.

And whereas, the Licensee agrees to provide grid connectivity to the Eligible Consumer for injection of the electricity generated from his SPV plant of capacity \_\_\_\_\_ kilowatts peak into the power system of Licensee and as per conditions of the agreement and JKSERC (Grid Interactive Rooftop Solar Photovoltaic Systems based on Net Metering ) Regulations, 2015, issued by the Jammu and Kashmir State Electricity Regulatory Commission.

Both the parties hereby agree to as follows :

### **1. Eligibility**

1.1 Eligibility for net-metering has been specified in the relevant regulations of the Jammu & Kashmir State Electricity Regulatory Commission. Eligible Consumer has to meet the standards and conditions for being integrated into grid/distribution system.

### **2. Technical and Interconnection Requirements**

2.1 The Eligible Consumer agrees that his solar generation plant and net metering system will conform to the standards and requirements specified in JKSERC (Grid Interactive Rooftop Solar Photo Voltaic Systems based on Net Metering) Regulations, 2015 and in the following codes as amended from time to time.

- i. CEA's (Technical Standards for connectivity of the Distributed Generating Resources) Regulations, 2013

- ii. Central Electricity Authority (Installation and Operation of Meters) Regulation 2006
  - iii. JKSERC Electricity Regulatory Supply Code – 2011
- 2.2 Eligible Consumer agrees that he has installed or will install, prior to connection of photovoltaic system to Licensee's distribution system, an isolation device (both automatic and inbuilt within inverter and external manual relays) and agrees for the Licensee to have access to and operation of this, if required and for repair & maintenance of the distribution system.
- 2.3 Eligible Consumer agrees that in case of a power outage on Licensee's system, photovoltaic system will disconnect/isolate automatically and his plant will not inject power into Licensee's distribution system.
- 2.4 All the equipment connected to distribution system shall be compliant with relevant but latest international or Indian standards at the time of installation and installation of electrical equipment must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulation, 2010, or any further modification made by CEA from time to time.
- 2.5 Eligible Consumer agrees that licensee will specify the interface/interconnection point and metering point.
- 2.6 Eligible Consumer and licensee agree to comply, at the time of installation, with the relevant CEA & JKSERC Regulations in respect of operation and maintenance of the point, drawing and diagrams, site responsibility schedule, harmonics, synchronization, voltage, frequency, flicker etc. and further modification from time to time.
- 2.7 Due to Licensee's obligation to maintain a safe and reliable distribution system, Eligible Consumer agrees that if it is determined by the Licensee that Eligible Consumer's photovoltaic system either causes damage to and/or produces adverse effects affecting other consumers or Licensee's assets, Eligible Consumer will have to disconnect photovoltaic system immediately from the distribution system upon direction from the Licensee and correct the problem at his own expense prior to a reconnection.

- 2.8 The consumer shall be solely responsible for any accident to human being / animals whatsoever (fatal/non-fatal) that may occur due to back feeding from the solar plant when the grid supply is off. The licensee reserves the right to disconnect the consumer's installation at any time in the event of such exigencies to prevent accident or damage to life and property.

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

- 3.1 The Eligible Consumer shall obtain all the necessary approvals and clearances (environmental and grid connection related), statutory and non-statutory as approved by the Department from time to time, before connecting the photovoltaic system to the distribution system.

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

- 4.1 Licensee shall have access to metering equipment and disconnecting means of the solar photovoltaic system, both automatic and manual, at all times
- 4.2 In emergency or outage situation, where there is no access to the disconnecting means, both automatic and manual, such as a switch or breaker, Licensee may disconnect service to the premises of the Eligible Consumer.

### **5. Liabilities**

- 5.1 Eligible Consumer and Licensee shall indemnify each other for damages or adverse effects from either party's negligence or intentional misconduct in the connection and operation of photovoltaic system or Licensee's distribution system.
- 5.2 Licensee or Eligible Consumer shall 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:  
Provided that in case of any dispute in respect of clause 5.1 and 5.2 above, the decision of the JKSERC shall be final and binding on both the parties.

- 5.3 Licensee shall not be liable for delivery or realization by Eligible Consumer for any fiscal or other incentive provided by the Central / State Government beyond the scope specified by the JKSERC in its relevant Order.
- 5.4 The Licensee may consider the quantum of electricity generation from the rooftop solar PV System under net metering arrangement towards RPO. (Applicable only in case of Eligible Consumer who is not defined as an Obligated Entity).
- 5.5 The proceeds from CDM benefits shall be retained by the Licensee.

## **6. Commercial Settlement**

- 6.1 All the commercial settlement under this agreement shall follow the Net Metering Regulations, 2015 issued by JKSERC.

## **7. Connection Costs**

- 7.1 The Eligible Consumer shall bear all costs related to setting up of photovoltaic system including metering and interconnection costs. The Eligible Consumer agrees to pay the actual cost of modifications and upgrades to the service line required to connect photovoltaic system to the grid in case it is required.

## **8. Termination**

- 8.1 The Eligible Consumer can terminate agreement at any time by providing Licensee with 30 days prior notice.
- 8.2 Licensee has the right to terminate Agreement on 30 days prior written notice, if Eligible Consumer commits breach of any of the term of this Agreement and does not remedy the breach within 30 days of receiving written notice from Licensee of the breach.
- 8.3 Eligible Consumer shall upon termination of this Agreement, disconnect the photovoltaic system from Licensee's distribution system in a timely manner and to Licensee's satisfaction.

## **9. Appeal**

In case any party is not satisfied with the termination of the agreement by either of the parties, it may file an appeal within fifteen days from the date of such termination before JKSERC and the decision of JKSERC shall be final and binding on both the parties.

In witness, whereof, Mr. \_\_\_\_\_ for and on behalf of \_\_\_\_\_ (Eligible Consumer) and Mr. \_\_\_\_\_ for and on behalf of \_\_\_\_\_ (Licensee) sign this agreement in two originals.

Eligible Consumer  
Name

Distribution Licensee  
Name

Address

Designation

Service Connection No. /  
Consumer ID

Office Address.