

Suggestive Power Purchase Agreement (PPA) for Solar Plants

This is a document with indicative clauses which is to be signed between the Solar Project Developer intending to sell Solar Power, to the Distribution Licensee/ Company. The document **may be examined** and comments if any be made by various stakeholders.

Solar Net Metering Agreement

Between

[•name of Distribution Licensee•]

and

[•name of Solar Power Generator•]

Service Connection Number: [•number•]

[•date•] , [•month•] , [•year•]

(To make the PPA simpler, Clauses not applicable to Net Metering for smaller size Solar Plants may be kept blank, if not applicable)

This agreement made at [•place•] on this [•date•] day of [•month•], [•year•] between [**•name of the Solar Power Generator•**], [•address of the Solar Power Generator•], hereinafter called the "Solar Power Generator", which expression shall wherever the context so permits, mean and includes the successors in interests, executors, administrators and assigns as party of the first part and [**•name of Distribution Licensee•**] represented by [designation of signatory] and having office at [•address•], [•city•] [•postal code•], hereinafter called the "Distribution Licensee", which expression shall wherever the context so permits, mean and include the successors in interest, administrators and assigns.

Whereas the Solar Power Generator has agreed to avail the solar net metering facility for the (rooftop) Solar Power Plant of capacity [•number•] kW, installed at [•location•] with service connection No. [•number•];

And Whereas Distribution Licensee has agreed to provide grid connectivity and solar net metering to the above mentioned Solar Power Plant on the terms and conditions as set out below;

It is hereby agreed between the parties as follows.

1.0 Definitions

- 1.1. "Act" means the Indian Electricity Act 2003.
- 1.2. "Applicable Rules and Regulations" shall have the meaning as defined in article 2.2.
- 1.3. "Authority" means the Central Electricity Authority referred to in sub-section (1) of section 70 of the Act.
- 1.4. "BHP" means British Horse Power (a unit of power).
- 1.5. "Billing cycle" means the period for which regular electricity bills as specified by the Commission, are prepared for different categories of consumers by the Distribution Licensee.
- 1.6. "Commissioning Date" means the date on which the Solar Power Plant is commissioned and connected to the Grid.
- 1.7. "Commission" or "JERC" means the Joint Electricity Regulatory Commission for the State of Goa and Union Territories of Andaman and Nicobar Islands, Chandigarh, Dadra and Nagar Haveli, Daman and Diu, Puducherry and Lakshadweep referred to in sub-section (1) of section 82 of the Act and constituted under the Act.
- 1.8. "Consumer" means any person who is connected to the electricity distribution system of the distribution licensee or the Government or any other person engaged in the business of supplying electricity to the public, as per the Act or any other law in force as of now and includes any person whose premises are used for receiving Power, for the time being.
- 1.9. "Consumer Grievances Redressal Forum" means the forum for redressal of grievance of Consumers, established under sub-section 5 of section 42 of the Act.
- 1.10. "Distribution Licensee" means a person granted a license under section 14 (b) of the Act. A licensed Supplier of Electricity is also covered under this definition.

- 1.11. "Electricity Supply Code" means the Electricity Supply Code specified under section 50 of the Act and subsequent amendments thereof, and the Electricity Supply code of the Commission.
- 1.12. "Eligibility Criteria" means a Solar PV and of capacity equal to or more than 500 kWp, and Rooftop Solar Power of capacity equal to or more than 1 kWp but not more than 500 kWp at one location owned by one individual or entity or a house/ factory / Ware house / Government building / Panchayat Bhavan / Community centre/ School/ dispensary / hospital / parking Shed or place/ a solar plant on elevated structure / Group housing society / Resident welfare society/ market roof top or any such entity, based on the technologies approved by Ministry of New & Renewable Energy of Government of India are eligible for connecting the project with Grid under these regulations. The Rooftop projects of ratings higher than 500 kWp can be considered by the distribution licensee if the distribution system remains stable with higher rating Rooftop Solar Projects getting connected to the grid.
- 1.13. "Energy Feed-In Meter" means a bidirectional energy meter that is installed to record the quantities of Imported Energy and Exported Energy.
- 1.14. "Energy Feed-In Check Meter" means a bidirectional energy meter, which shall be connected in series with the Energy Export Meter (and in the case of CT-VT operated meters to the same core of the current transformer (CT) and voltage transformer (VT) of the Energy Export Meter) and shall be used for accounting and billing of electricity in case of failure of the Energy Feed-In Meter.
- 1.15. "Energy Feed-In Payment Advice" means a written advice from the Distribution Licensee to the Solar Energy Producer with includes the opening and closing readings of the Energy Feed-In Meter for the Energy Feed-In Payment Cycle and the Net Exported Energy quantity for which payment will be made by Distribution Licensee to Solar Power Generator.
- 1.16. "Energy Feed-In Payment Cycle" means the period for which Solar Power Generator will be paid by Distribution Licensee for the Net Exported Energy.
- 1.17. "Exported Energy" means the active energy exported to the Grid by a Solar Energy Producer.
- 1.18. "Feed in Tariff" means tariff for ex-bus supply of electricity from Solar PV generating station for the purpose of accounting.
- 1.19. "Grid" means the low voltage electrical network, the distribution and transmission network or the high voltage backbone system of inter-connected transmission lines, sub-stations and generating plants for sales of energy or wheeling of energy as defined in the "Joint Electricity Regulatory Commission for the State of Goa and Union Territories (Grid Connected Solar Power Regulations) –19/ 2015".
- 1.20. "Gross Metering" means an arrangement whereby a Solar Power Plant is connected to the Grid through an Energy Feed-In Meter and whereby the Solar Power Generator gets paid for the solar energy fed into to the Grid for the total solar power fed to the grid without accounting for self-consumption / use if any.

- 1.21. "Group Net-Metering" means adjustment of electricity consumption imported at another electricity service connection of the Prosumer within the same State or Union Territory and same licensed supplier of electricity, with the surplus energy exported to the Grid from a Solar Power Plant in excess of 100% (one hundred percent) of imported energy at the location of the Solar Plant premises.
- 1.22. "Installed Capacity" means the summation of the name plate capacities expressed in kWp of all the units of the generating station or the capacity of the project reckoned at the output terminals of the solar project approved by the Commission.
- 1.23. "Imported Energy" means the active energy imported from the Grid by a Solar Power Generator.
- 1.24. "Interconnection Point" means the interface point of a Solar Power Plant with the distribution network of the Distribution Licensees at appropriate voltage level as defined in the Applicable Rules and Regulations.
- 1.25. "kW" means kilowatt (a unit of active electrical power).
- 1.26. "kWh" means kilowatt-hour (a unit of active electrical energy).
- 1.27. "kWp" means kilowatt-peak (a unit used for the peak capacity of a Solar Power Plant).
- 1.28. "Month" means English calendar month starting with the 1st day / date of the month and ending with last day/ date of the month. A Part Month will be the applicable number of days in proportion to the total number of days in the specific month.
- 1.29. "Net Exported Energy" means the Exported Energy minus Imported Energy by the Solar Power Generator as recorded by the Energy Feed-In Meter.
- 1.30. "Ombudsman" means the person appointed in accordance with sub-section 6 of section 42 read with section 181 of the Act.
- 1.31. "Obligated Entity" means the licensed Supplier of Power, Distribution Licensee(s), captive user(s) and Open Access Consumer(s), identified under Procurement of Renewable Power Energy Regulations of the Commission and mandated under clause (e) of subsection (1) of section 86 of the Act to fulfil the renewable purchase obligations as determined by the Commission from time to time.
- 1.32. "Open Access Consumer" means a consumer permitted by the Distribution Licensee / Commission to receive supply of electricity from a person, other than the Distribution Licensee of his area of supply, and the expression(s) includes a generator and a licensee, who has availed of open access.
- 1.33. "PPA" means Power purchase agreement- for a fixed term between the Prosumer, Solar Project Generator or the Solar Power Developer as seller of Solar Power & the Distribution Licensee as buyer of the solar power.
- 1.34. "Premises" means Rooftop of a house / factory/ Ware house / Government building/ Panchayat Bhavan / Community centre/ School/ dispensary / hospital / parking place / Group housing society/ Market Society / market roof top/ / Canals / Water Reservoir/ any such place/ or vacant space and elevated area on the land, building

or the Infrastructure or part or combination thereof, or the area taken on rent or on lease, and in respect of which a separate meter or metering arrangements have been made by the licensee for supply of electricity. The premises exclude the historic structure (unless permission taken from appropriate authority).

- 1.35. "Renewable Energy Certificate" or "REC" means the certificate issued in accordance with the procedures approved by the Central Electricity Regulatory Commission.
- 1.36. "Renewable Purchase Obligation" or "RPO" means renewable power purchase obligation.
- 1.37. "Service Connection Meter" means an energy meter which is installed by the Distribution Licensee to measure the import and, optionally, the export of electrical energy by a Consumer from the Grid.
- 1.38. "Solar Power Plant" means a solar photo voltaic energy generating system.
- 1.39. "Solar Power Generator" or "SPG" means a person who produces solar energy with a Solar Power Plant, which maybe self-owned or third party-owned.
- 1.40. "Supplier of Electricity" means a person authorised by the Commission to supply electricity to Consumers.
- 1.41. "Solar Energy Tariff" means the price to be paid by Distribution Licensee to Solar Power Generator for the Net Exported Energy as specified in clause 6.1.7 b) of this agreement.
- 1.42. "State Agency" means the agency in the concerned state or Union Territory as may be designated by the Commission to act as the agency for accreditation and recommending the renewable energy projects for registration and to undertake such functions as may be specified under clause (e) of sub-section (1) of Section 86 of the Act.
- 1.43. "Third Party Owned" means ownership in which a developer owns a Solar Power Plant that is installed on the roof or elevated structure or land for which a commercial lease or revenue share agreement with the owner has been entered into by the developer / Solar Power Generator.
- 1.44. "Year" or "Financial Year" means a period commencing on 1st April of an English Calendar year and ending on 31st March of the subsequent calendar year.
- 1.45. All other words and expressions used in this agreement, if not specifically defined herein above, but defined in the Act, shall have the meaning assigned to them in the Act. The other words and expressions used herein but not specifically defined in this agreement, regulations or in the Act but defined under any other law passed by the Parliament applicable to the electricity industry in the State or Union Territory shall have the meaning assigned to them in such law.

In consideration of the premises and mutual covenants and conditions set forth herein, it is hereby agreed by and between the parties hereto as follows:

SPG to obtain all information with regard to the Interconnection Facilities as

reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the SPG's side to enable delivery of electricity at the Delivery Point and before the SPG Designs, constructs, erects, commissions, completing and test the Solar Power Project in accordance with the Prudent Utility Practices and the applicable Law, including the Grid Code, the terms and conditions of this Agreement :-

2.0 Rules and Regulations

- 2.1. Eligibility for net metering shall be as specified in the "Joint Electricity Regulatory Commission for the state of Goa and Union Territories (Solar Power - Grid Connected Ground Mounted and Solar Rooftop and Metering Regulations –19/ 2015)"
- 2.2. This agreement is subject to the following rules and regulations, hereinafter collectively referred to as the "Applicable Rules and Regulations" and any amendments thereof at the time of signing PPA.
 - a) Joint Electricity Regulatory Commission for the State of Goa and Union Territories (Grid Connected Solar Power Regulations) – 19/2015;
 - b) Joint Electricity Regulatory Commission for the State of Goa and Union Territories (Supply Code and Performance Standards) Regulations 2010;
 - c) Central Electricity Authority (Technical Standards for Connectivity of Distributed Generation Resources) Regulations, 2013
 - d) Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006;
 - e) Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010;
 - f) Power Quality & Protection and Controls: Power Quality & Protection and Controls shall conform to the standards specified in the CEA (Technical Standards for connectivity to the grid) Regulations, 2007 and CEA (Technical Standards for Connectivity of Distributed Generation Resources) Regulations, 2013, applicable to the distribution system as amended from time to time.
 - g) Indian Electricity Rules, 1956.
 - h) Any other provision that becomes applicable at the time of signing such an PPA as per the Regulation of the competent authority.

3.0 Technical and Interconnection Requirements

- 3.1. All the equipment connected to the Distribution Licensee's distribution system must be compliant with relevant international (IEEE/IEC) or Indian standards (BIS) and the installation of electrical equipment must comply with the Applicable Rules and Regulations.
- 3.2. The Solar Power Generator agrees to furnish technical data of the Solar Power Plant that may be required by the Distribution Licensee.

- 3.3. The grid-connected Solar Power Plant of Solar Power Generator shall be treated as a 'Must Run' power plant and shall not be subjected to 'merit order dispatch bases by the Distribution Licensee.
- 3.4. The Solar Power Generator agrees that the Distribution Licensee shall not be responsible for any damages to his Solar Power Plant resulting from parallel operation with the Grid and that the Distribution Licensee shall not be liable to pay any such damages.

4.0 Safety and Operation Requirements

- 4.1. The Solar Power Generator agrees that the design, installation, maintenance and operation of the photovoltaic system are performed in a manner conducive to the safety of the Solar Power Plant as well as the Distribution Licensee's distribution system.
- 4.2. The Solar Power Generator shall ensure that in case of Grid outage the Solar Power Plant will not energise Distribution Licensee's distribution system. The Solar Power Generator is solely responsible for any accident to human beings / animals whatsoever (fatal / non-fatal / departmental / non-departmental) that may occur if the Solar Power Plant energises the Grid during Grid outage.
- 4.3. The Distribution Licensee reserves the right to disconnect Solar Power Generator's installation at any time in the event of the Solar Power Plant damaging its Grid, meter or other equipment to prevent any accident or damage.
- 4.4. Solar Power Generator shall install a main switch or isolator near the Energy Feed-In Meter, which is accessible to the Distribution Licensee and with which the Solar Power Generator's Solar Power Plant can be disconnected from the Distribution Licensee's distribution system.
- 4.5. Due to Distribution Licensee's obligation to maintain a safe and reliable distribution system, Solar Power Generator agrees that if it is determined by Distribution Licensee that Solar Power Generator's Solar Power Plant either causes damage to and/or produces adverse effects affecting Consumers or Distribution Licensee's assets, Solar Power Generator will have to disconnect the Solar Power Plant immediately from the distribution system upon direction from the Distribution Licensee and correct the problem at his own expense prior to a reconnection.

5.0 Energy Feed-In Metering

- 5.1. To measure the solar energy fed-in of to the Grid by the Solar Power Generator an Energy Feed-In Meter with the standards and specifications as provided in the Applicable Rules and Regulations shall be installed by the Solar Power Generator.
- 5.2. For existing service connections, the Energy Feed-In Meter shall be installed as close as possible to the existing Service Connection Meter or another location as mutually agreed between the Solar Power Generator and Distribution Licensee.
- 5.3. If the Solar Power Plant is installed at a location where there is no existing electrical service connection of Distribution Licensee, the Interconnection Point and the

location of the Energy Feed-In Meter shall be mutually agreed between the Solar Power Generator and Distribution Licensee.

- 5.4. The Distribution Licensee shall arrange to test and seal the Energy Feed-In Meter for which the Solar Power Generator shall bear the testing charges.
- 5.5. Solar Power Generator may optionally install an Energy Feed-In Check Meter at his own cost.
- 5.6. The metering arrangement, including meter testing, checking and calibration shall be in accordance with the Applicable Rules and Regulations.

6.0 Energy Accounting and Settlement

- 6.1. At the end of each Billing Cycle, the Distribution Licensee will take readings of imported and exported energy as recorded in the bi-directional Service Connection Meter. The Prosumer will be presented an Invoice / **Electricity Bill** indicating the difference between imported and exported energy (i.e. the net-imported energy). The bill will be raised at the consumer tariff applicable to the Prosumer's service connection, if the import is higher than the export of the energy,.
- 6.2. If during a Billing Cycle including any export surplus already available to the credit of the Prosumer at the beginning of the billing cycle or a credit of banked energy available, the energy exported exceeds the energy imported, the export surplus will be carried over to the next Billing Cycle in kWh (electricity units) as a credit to be adjusted in the next Billing Cycle(s) for the unadjusted exported units in terms of energy units.
- 6.3. The surplus Solar Power generated during peak tariff timings at the credit of the Prosumer will be adjusted against peak tariff rates (if applicable) and balance credit units will be adjusted against energy imports at non-peak rates.
- 6.4. A final settlement energy bill shall be prepared by the Distribution Licensee at the end of each Settlement Period, after crediting the Exported Energy Surplus (in kWh) in other service connections of the Prosumer under the Group Net Metering facility or Net Metering (as applicable), if the Prosumer opts for using this facility.
- 6.5. The Exported Energy Surplus which has not been adjusted in another service connection of Prosumer under the Group Net Metering facility shall be paid for by the Distribution Licensee at the applicable Solar Tariff for which Distribution Licensee shall issue an Energy Export Payment Advice within 15 (Fifteen) days from the end of a Settlement Period. If Distribution Licensee fails to issue an Energy Export Payment Advice within the stipulated time of 15 (Fifteen days), Prosumer is entitled to receive payment for the Exported Energy Surplus on the basis of a payment demand letter issued by the Prosumer to the Distribution Licensee. In case such an energy export advice is not issued by the Distribution Licensee in time, then the Prosumer can raise such an invoice. Payment for such Exported Energy Surplus shall be made by the Distribution Licensee to the Prosumer within 30 (thirty) days from the date of the receipt of Energy Export Payment Advice along with interest for the delayed payment through a payment authorisation letter by direct transfer to the bank account of the Prosumer.

- 6.6. The energy exported to the Grid (measured in kWh) can only be utilized to offset the electricity consumption (measured in kWh) and not for adjustment of any other fees or charges levied by the Distribution Licensee.
- 6.7. The settlement of overall export **energy surplus** may be done twice a year i.e. by 30th September and 31st March or once a year i.e. 31st March (if opted by the Prosumer), and payments released not later than 31st October (if applicable) and 30th April of the next financial year and payments released in electricity bill for export of Solar Energy (if any) at the feed in Tariff rates (with applicable peak and non-peak tariffs, if applicable) announced by the Commission for the year the Plant was Commissioned. The mode of payment can be a cheque or bank transfer.
- 6.8. The Solar Energy Tariff agreed upon between Distribution Licensee and Solar Power Generator under this agreement is as detailed below:
- a) Reference to Solar Power Tariff order of the Commission: [•solar energy tariff order number and date•]
 - b) Price per kilowatt-hour: Rs. [•number•].
 - c) Validity: For the term of this agreement as provided for in clause 9.1 of this agreement.
 - d) Tariff of Solar Power Plant with Accelerated Depreciation / Without Accelerated Depreciation (Strike out the not applicable) shall be applicable.
 - e) Part Financial Year Depreciation: Provided that in case of the commercial operation of the asset for a part of the year, depreciation if to be claimed by SPG, shall be charged on pro-rata basis by the SPG.
- 6.9. The Distribution Licensee will make payment to the Solar Power Generator for each Energy Feed-In Payment Cycle within 15 (fifteen) days from the date of the Energy Feed-In Payment Advice or the payment demand letter of Solar Power Generator by direct transfer to the bank account of the Solar Power Generator.
- 6.10. The Solar Power Generator shall be exempted from charges in respect of electricity banking, wheeling, line losses and cross subsidy to the extent of the solar energy produced.
- 6.11. If the Energy Feed-In Meter becomes defective Net Exported Energy for the days during which the meter is defective shall be computed as follows:
- a) If the Solar Power Generator has installed an Energy Feed-In Check Meter, the readings of that meter will be used.
 - b) In the absence of an Energy Feed-In Check Meter or if that meter is also defective, the computation will be as follows:
 - If the solar net-metering facility has been in service for more than 12 months the Net Exported Energy readings of the corresponding period of the previous year will be taken.
 - If the solar net metering facility has been in service for less than 12 months the Net Exported Energy for each day shall be computed as follows: x 4.00,

in which "SPPC" is the Solar Power Plant capacity in kWp for which solar gross metering facility has been provided by Distribution Licensee.

- 6.12. Payment for Net Exported Energy on the basis of the computation method provided for in clause 6.11 b) shall be done for a maximum of 60 (sixty days). If Solar Power Generator has not repaired or replaced the Energy Feed-In Meter or Energy Feed-In Check Meter within this period of 60 (sixty) days, Distribution Licensee is entitled to stop payments for the Net Exported Energy until the Energy Feed-In Meter or Energy Feed-In Check Meter has been repaired or replaced.
- 6.13. Rebate : Rebate..... % to be indicated if paid earlier than the time lines fixed above for the Payment release.

6.14. The applicable Tariff will be after considering Capital Subsidy/Incentive by the Central/State Government, as available to be specified if availed

Accelerated depreciation benefit availing or not to be indicated by the SPG on an affidavit at the beginning of each financial year.

In case any benefit not considered while working out the Tariff under these Regulations , but is made available to SPG later or any material fact is not indicated by the SPG at this stage and found later the commission has right to re-determine the Tariff.

7.0 Taxes and Duties

- 7.1. Tariff fixed under this PPA shall be exclusive of taxes and duties on sale of power as may be levied by the appropriate Government. Provided that the taxes and duties levied by the appropriate Government / administration shall be allowed as pass through on actual incurred basis.

8.0 Renewable Energy Certificates

- 8.1. The Solar Power Generator will not be eligible for any claim RECs for the solar energy generated from the Solar Power Plant. If the Solar Power Generator is an Obligated Entity, the solar energy generated from the Solar Power Plant shall be accounted towards the RPOs of the Solar Power Generator. The Solar energy generated shall be considered as RPOs of the Distribution Licensee only if such Solar Power is not generated by the Obligated Entity other than the distribution licensee. Conventional Energy replaced by Solar Energy generated for self-use by any consumer will also be considered towards RPO compliance.

9.0 Term and Termination of the Agreement

- 9.1. This agreement will be in a force for twenty five years from the Commissioning Date of the Solar Power Plant.
- 9.2. The Distribution Licensee has the right to terminate this agreement on 30 days prior written notice if Solar Power Generator breaches a term of this agreement and does not remedy the breach within 30 days of receiving written notice from Distribution Licensee of the breach.

- 9.3. The Solar Power Generator agrees that upon termination of this agreement, he must disconnect the Solar Power Plant from Distribution Licensee's distribution system in a timely manner and to Distribution Licensee's satisfaction.

10.0 Disputes, Change in Law and Supersession

- 10.1. Disputes in billing or payments will be referred to the Consumer Grievances Redressal Forum and to the Ombudsman appointed under sub-section 6 of section 42 of the Act for settlement.
- 10.2. In case of any change in law during the tenure of this agreement, the aggrieved Party shall be required to approach the Commission for seeking approval of impact due to change in law. The decision of the Commission to acknowledge change in law and the date from which it will become effective and to provide relief for the same, shall be final and governing on both the Parties.
- 10.3. This agreement supersedes and replaces any and all previous solar gross metering agreements between the parties.

11.0 Investment in the Grid Augmentation

- 11.1. The cost of any augmentation required after the interconnection point in the system of the Distribution Licensee shall be borne by the concerned Distribution Licensee. However, the SPG shall make adequate arrangements to connect the Solar Power Project switchyard with the Interconnection Facilities at the Delivery Point;

11.2. Evacuation of Power

A provision for Evacuation of Power or utilization elsewhere, in case the Grid is under maintenance or is not available for Technical reasons or a Force Majeure Condition to avoid financial liability of the Distribution Licensee.

11.3. Transmission Agreement for Solar Plants more than 1 MW Capacity (Clause at this sl. to be kept blank if not applicable)

The SPG shall sign a Transmission Agreement with STU (if required) for Solar Projects of 1 (One) MWp and above confirming the evacuation and connectivity of the STU system up to the delivery point of SPG by the Scheduled Commissioning date;

11.4. Procedure for Interconnectivity with the Grid

- 11.4.1. The SPG setting up Solar Power project shall apply to the Distribution Licensee for connectivity with the distribution network system in the format/(s) as may be specified by the Commission.

11.4.2. The timelines for grant of connectivity shall be as under:

- (a) Distribution Licensee shall within days of receipt of application from the SPG, intimate (to Project Developer and the Commission) whether the Project can be connected to the grid without further system strengthening and take steps to allow connectivity within days of such intimation.
- (b) If system strengthening or grid augmentation is required, the Distribution Licensee shall intimate the same to the SPG and the Commission within

30 days of receipt of application of the SPG. In such a case, interconnection of the SPG to the grid shall be established within of such intimation.

- (c) The Distribution Licensee shall not be liable to pay any compensation to the SPG for deemed generation benefits in case the Distribution Licensee is unable to absorb the power due to the reasons which are beyond control of the Distribution Licensees/ Company.

11.5. The fixed charges associated with such investments towards Grid Interconnection like depreciation, interest charges, return on equity etc. as may be approved by the Commission, shall be a pass through in the Annual Revenue Requirement of such Distribution Licensee.

12.0 Plant Communication Facilities

(Clause at this sl. to be kept blank if not applicable)

All grid connected Solar Power projects shall have meters with features to record energy for 45 days data storage for injection into the grid through solar meter as provided under these Regulations. All projects with capacity 100 kWp and above shall have communication Port for exchanging real time information with the Distribution Licensee. For plant size of One (1) MWp and above the Communication will be with State Load Despatch Centre (SLDC) also in addition to the Distribution Licensee.

13.0 Third Party Sale

(Clause at this sl. to be kept blank if not applicable)

The Commission under its "Solar Power – Grid Connected, Ground Mounted and Roof top and the Metering Regulation JERC-19/2015" allows third party sale of the energy generated through the Solar Plant provided the buyer and the seller are in the same territory. However, the buyer of the power will be levied the cross subsidy for the units of power bought, if the same are applicable for the buyer for grid power supply. The rate of Cross subsidy rate will be same as applicable to the buyer of the Power even without buying Solar Power.

14.0 SPG's Scope:

- a. Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the Prudent Utility Practices and the applicable Law, including the Grid Code, the terms and conditions of this Agreement.
- b. The SPG shall be required to obtain all information with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the SPG's side of the Delivery Point to enable delivery of electricity at the Delivery Point.

15.0 Compliance of Grid Code

The Solar Power Project shall be required to maintain compliance to the applicable Grid Code requirements and directions, if any, as specified by concerned SLDC/RLDC from time to time.

16.0 Metering of Plant

The SPG shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at SPG's side of Delivery Point.

The following lines are applicable for Plants of 1MWP and above. And may be removed, if not applicable.

For grid connected solar plants of 1 MWp and above, SPG will install necessary equipment for regular monitoring of solar irradiance (including DNI), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power generated from the plant.

17.0 Online arrangements

(Clause at this sl. to be kept blank if not applicable)

On line arrangements would have to be made by the solar power developer for projects above 1 (One) MWp for submission of above data regularly for the entire period of this Power Purchase Agreement to the MNRE/ IREDA for up-dating of its records.

18.0 Quarterly Reports

(Clause at this sl. to be kept blank for plants below 1 MWp)

Reports on above parameters on quarterly basis shall be submitted by the solar power developer to JERC through the Distribution Licensee for entire period of PPA.

19.0 Insurance

The SPG shall effect and maintain or cause to be affected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements.

20.0 Power to Remove Difficulties

In case of any difficulty in giving effect to any of the provisions of this Tariff Order, the Commission may by general or special order, issue appropriate directions to the SPGs, Distribution Licensee(s) etc., to take suitable action, not being inconsistent with the provisions of the Act, which appear to the Commission to be necessary or expedient for the purpose of removing the difficulty.

The SPG or/and the Distribution Licensee may make an application to the Commission and seek suitable orders to remove any difficulties that may arise in implementation of the Tariff Order.

21.0 Impact of change in law

In case of any change in Law during the tenure of the PPA, the aggrieved Party shall be required to approach the Hon'ble JERC for seeking approval of impact due to Change in Law.

The decision of the Hon'ble JERC to acknowledge Changes in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

22.0 Force Majeure:

The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by Distribution Licensee of its obligations under this Agreement, shall constitute a SPG Event of Default:

22.1. the failure to commence supply of power to Distribution Licensee up to the Contracted Capacity, by the end of the period specified in Article, or if:

- a) the SPG assigns, mortgages or charges or purports to assign, any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or
- b) the SPG transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

22.2. if

- (a) the SPG becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of 30 (Thirty) days, or
- (b) any winding up or bankruptcy or insolvency order is passed against the SPG, or
- (c) the SPG goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

- 22.3. Provided that a dissolution or liquidation of the SPG will not be a SPG Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SPG and expressly assumes all obligations of the SPG under this Agreement and is in a position to perform them;
- 22.4. the SPG repudiates this Agreement and does not rectify such breach within a period of 30 (Thirty) days from a notice from the Distribution Licensee in this regard; or except where due to any the Distribution Licensee's failure to comply with its material obligations, the SPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPG within 30 (Thirty) days of receipt of first notice in this regard given by the Distribution Licensee).
- 22.5. Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SPG.

23.0 Interpretation

If any question arises relating to the interpretation of any provision of the PPA, Solar Regulations and the Solar Tariff, the decision of the Ombudsman shall be final.

23.1. Where any Dispute

- (a) arises from a claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, or
- (b) relates to any matter agreed to be referred to the Hon'ble JERC.

Other Clauses if any required by the two parties and are mutually agreed may be suitably included in the PPA.

In witness whereof Solar Power Generator and Distribution Licensee sign this agreement in two originals (one original with each party).

Solar Power Generator

**[●name of the Solar Power Generator
/ Solar Power Generator
organisation●]**

Distribution Licensee

[●name of the Distribution Licensee●]

For Solar Gross Metering Agreement , the term “Net Metering “in the Power Purchase Agreement for “Solar Net Metering Agreement” shall be replaced with the term” Gross Metering” where ever it appears to make it suitable for PPA Solar Gross Metering. The clauses not applicable for the Solar Gross Metering PPA may be kept blank.

In addition, the clause no 6 of PPA for “Solar Net Metering Agreement” is described hereunder.

Solar Gross Metering Agreement

Between

[•name of Distribution Licensee•]

and

[•name of Solar Power Generator•]

Service Connection Number: [•number•]

[•date•] , [•month•] , [•year•]

This agreement made at [•place•] on this [•date•] day of [•month•], [•year•] between [**•name of the Solar Power Generator•**], [•address of the Solar Power Generator•], hereinafter called the "Solar Power Generator", which expression shall wherever the context so permits, mean and includes the successors in interests, executors, administrators and assigns as party of the first part and [**•name of Distribution Licensee•**] represented by [designation of signatory] and having office at [•address•], [•city•] [•postal code•], hereinafter called the "Distribution Licensee", which expression shall wherever the context so permits, mean and include the successors in interest, administrators and assigns.

Whereas the Solar Power Generator has agreed to avail the solar net metering facility for the (rooftop) Solar Power Plant of capacity [•number•] kW, installed at [•location•] with service connection No. [•number•];

And Whereas Distribution Licensee has agreed to provide grid connectivity and solar net metering to the above mentioned Solar Power Plant on the terms and conditions as set out below;

It is hereby agreed between the parties as follows.

This agreement made at [•place•] on this [•date•] day of [•month•], [•year•] between [**•name of the Solar Power Generator•**], [•address of the Solar Power Generator•], hereinafter called the "Solar Power Generator", which expression shall wherever the context so permits, mean and includes the successors in interests, executors, administrators and assigns as party of the first part and [**•name of Distribution Licensee•**] represented by [designation of signatory] and having office at [•address•], [•city•] [•postal code•], hereinafter called the "Distribution Licensee", which expression shall wherever the context so permits, mean and include the successors in interest, administrators and assigns.

Whereas the Solar Power Generator has agreed to avail the solar net metering facility for the (rooftop) Solar Power Plant of capacity [•number•] kW, installed at [•location•] with service connection No. [•number•];

And Whereas Distribution Licensee has agreed to provide grid connectivity and solar net metering to the above mentioned Solar Power Plant on the terms and conditions as set out below;

It is hereby agreed between the parties as follows.

1.0 Definitions

- 1.1. "Act" means the Indian Electricity Act 2003.
- 1.2. "Applicable Rules and Regulations" shall have the meaning as defined in article 2.2.
- 1.3. "Authority" means the Central Electricity Authority referred to in sub-section (1) of section 70 of the Act.
- 1.4. "BHP" means British Horse Power (a unit of power).
- 1.5. "Billing cycle" means the period for which regular electricity bills as specified by the Commission, are prepared for different categories of consumers by the Distribution Licensee.
- 1.6. "Commissioning Date" means the date on which the Solar Power Plant is commissioned and connected to the Grid.

- 1.7. "Commission" or "JERC" means the Joint Electricity Regulatory Commission for the State of Goa and Union Territories of Andaman and Nicobar Islands, Chandigarh, Dadra and Nagar Haveli, Daman and Diu, Puducherry and Lakshadweep referred to in sub-section (1) of section 82 of the Act and constituted under the Act.
- 1.8. "Consumer" means any person who is connected to the electricity distribution system of the distribution licensee or the Government or any other person engaged in the business of supplying electricity to the public, as per the Act or any other law in force as of now and includes any person whose premises are used for receiving Power, for the time being.
- 1.9. "Consumer Grievances Redressal Forum" means the forum for redressal of grievance of Consumers, established under sub-section 5 of section 42 of the Act.
- 1.10. "Distribution Licensee" means a person granted a license under section 14 (b) of the Act. A licensed Supplier of Electricity is also covered under this definition.
- 1.11. "Electricity Supply Code" means the Electricity Supply Code specified under section 50 of the Act and subsequent amendments thereof, and the Electricity Supply code of the Commission.
- 1.12. "Eligibility Criteria" means a Solar PV and of capacity equal to or more than 500 kWp, and Rooftop Solar Power of capacity equal to or more than 1 kWp but not more than 500 kWp at one location owned by one individual or entity or a house/ factory / Ware house / Government building / Panchayat Bhavan / Community centre/ School/ dispensary / hospital / parking Shed or place/ a solar plant on elevated structure / Group housing society / Resident welfare society/ market roof top or any such entity, based on the technologies approved by Ministry of New & Renewable Energy of Government of India are eligible for connecting the project with Grid under these regulations. The Rooftop projects of ratings higher than 500 KWp can be considered by the distribution licensee if the distribution system remains stable with higher rating Rooftop Solar Projects getting connected to the grid.
- 1.13. "Energy Feed-In Meter" means an energy meter that is installed to record the quantities of Exported Energy.
- 1.14. "Energy Feed-In Check Meter" means an energy meter, which shall be connected in series with the Energy Export Meter (and in the case of CT-VT operated meters to the same core of the current transformer (CT) and voltage transformer (VT) of the Energy Export Meter) and shall be used for accounting and billing of electricity in case of failure of the Energy Feed-In Meter.
- 1.15. "Energy Feed-In Payment Advice" means a written advice from the Distribution Licensee to the Solar Energy Producer with includes the opening and closing readings of the Energy Feed-In Meter for the Energy Feed-In Payment Cycle and the Net Exported Energy quantity for which payment will be made by Distribution Licensee to Solar Power Generator.
- 1.16. "Energy Feed-In Payment Cycle" means the period for which Solar Power Generator will be paid by Distribution Licensee for the Net Exported Energy.

- 1.17. "Exported Energy" means the active energy exported to the Grid by a Solar Energy Producer.
- 1.18. "Feed in Tariff" means tariff for ex-bus supply of electricity from Solar PV generating station for the purpose of accounting.
- 1.19. "Grid" means the low voltage electrical network, the distribution and transmission network or the high voltage backbone system of inter-connected transmission lines, sub-stations and generating plants for sales of energy or wheeling of energy as defined in the "Joint Electricity Regulatory Commission for the State of Goa and Union Territories (Grid Connected Solar Power Regulations) – 19/2015".
- 1.20. "Gross Metering" means an arrangement whereby a Solar Power Plant is connected to the Grid through an Energy Feed-In Meter and whereby the Solar Power Generator gets paid for the solar energy fed into to the Grid for the total solar power fed to the grid without accounting for self-consumption / use if any.
- 1.21. "Group Net-Metering"Blank.....
- 1.22. "Installed Capacity" means the summation of the name plate capacities expressed in kWp of all the units of the generating station or the capacity of the project reckoned at the output terminals of the solar project approved by the Commission.
- 1.23. "Imported Energy"Blank.....
- 1.24. "Interconnection Point" means the interface point of a Solar Power Plant with the distribution network of the Distribution Licensees at appropriate voltage level as defined in the Applicable Rules and Regulations.
- 1.25. "kW" means kilowatt (a unit of active electrical power).
- 1.26. "kWh" means kilowatt-hour (a unit of active electrical energy).
- 1.27. "kWp" means kilowatt-peak (a unit used for the peak capacity of a Solar Power Plant).
- 1.28. "Month" means English calendar month starting with the 1st day / date of the month and ending with last day/ date of the month. A Part Month will be the applicable number of days in proportion to the total number of days in the specific month.
- 1.29. "Net Exported Energy" means the Exported Energy by the Solar Power Generator as recorded by the Energy Feed-In Meter.
- 1.30. "Ombudsman" means the person appointed in accordance with sub-section 6 of section 42 read with section 181 of the Act.
- 1.31. "Obligated Entity" means the licensed Supplier of Power, Distribution Licensee(s), captive user(s) and Open Access Consumer(s), identified under Procurement of Renewable Power Energy Regulations of the Commission and mandated under clause (e) of subsection (1) of section 86 of the Act to fulfil the renewable purchase obligations as determined by the Commission from time to time.
- 1.32. "Open Access Consumer" means a consumer permitted by the Distribution Licensee / Commission to receive supply of electricity from a person, other than the Distribution

Licensee of his area of supply, and the expression(s) includes a generator and a licensee, who has availed of open access.

- 1.33. "PPA" means Power purchase agreement- for a fixed term between the Prosumer, Solar Project Generator or the Solar Power Developer as seller of Solar Power & the Distribution Licensee as buyer of the solar power.
- 1.34. "Premises" means Rooftop of a house / factory/ Ware house / Government building/ Panchayat Bhavan / Community centre/ School/ dispensary / hospital / parking place / Group housing society/ Market Society / market roof top/ / Canals / Water Reservoir/ any such place/ or vacant space and elevated area on the land, building or the Infrastructure or part or combination thereof, or the area taken on rent or on lease, and in respect of which a separate meter or metering arrangements have been made by the licensee for supply of electricity. The premises exclude the historic structure (unless permission taken from appropriate authority).
- 1.35. "Renewable Energy Certificate" or "REC" means the certificate issued in accordance with the procedures approved by the Central Electricity Regulatory Commission.
- 1.36. "Renewable Purchase Obligation" or "RPO" means renewable power purchase obligation.
- 1.37. "Service Connection Meter" means an energy meter which is installed by the Distribution Licensee to measure the import and, optionally, the export of electrical energy by a Consumer from the Grid.
- 1.38. "Solar Power Plant" means a solar photo voltaic energy generating system.
- 1.39. "Solar Power Generator" or "SPG" means a person who produces solar energy with a Solar Power Plant, which maybe self-owned or third party-owned.
- 1.40. "Supplier of Electricity" means a person authorised by the Commission to supply electricity to Consumers.
- 1.41. "Solar Energy Tariff" means the price to be paid by Distribution Licensee to Solar Power Generator for the Net Exported Energy under Gross Metering, as specified in clause 6.1 of this agreement.
- 1.42. "State Agency" means the agency in the concerned state or Union Territory as may be designated by the Commission to act as the agency for accreditation and recommending the renewable energy projects for registration and to undertake such functions as may be specified under clause (e) of sub-section (1) of Section 86 of the Act.
- 1.43. "Third Party Owned" means ownership in which a developer owns a Solar Power Plant that is installed on the roof or elevated structure or land for which a commercial lease or revenue share agreement with the owner has been entered into by the developer / Solar Power Generator.
- 1.44. "Year" or "Financial Year" means a period commencing on 1st April of an English Calendar year and ending on 31st March of the subsequent calendar year.
- 1.45. All other words and expressions used in this agreement, if not specifically defined herein above, but defined in the Act, shall have the meaning assigned to them in the Act. The

other words and expressions used herein but not specifically defined in this agreement, regulations or in the Act but defined under any other law passed by the Parliament applicable to the electricity industry in the State or Union Territory shall have the meaning assigned to them in such law.

In consideration of the premises and mutual covenants and conditions set forth herein, it is hereby agreed by and between the parties hereto as follows:

SPG to obtain all information with regard to the Interconnection Facilities as reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the SPG's side to enable delivery of electricity at the Delivery Point and before the SPG Designs, constructs, erects, commissions, completing and test the Solar Power Project in accordance with the Prudent Utility Practices and the applicable Law, including the Grid Code, the terms and conditions of this Agreement :-

2.0 Rules and Regulations

- 2.1. Eligibility for Gross Metering shall be as specified in the "Joint Electricity Regulatory Commission for the state of Goa and Union Territories (Solar Power - Grid Connected Ground Mounted and Solar Rooftop and Metering Regulations – 19/2015)"
- 2.2. This agreement is subject to the following rules and regulations, hereinafter collectively referred to as the "Applicable Rules and Regulations" and any amendments thereof at the time of signing PPA.
 - c) Joint Electricity Regulatory Commission for the State of Goa and Union Territories (Grid Connected Solar Power Regulations) – 19/ 2015;
 - d) Joint Electricity Regulatory Commission for the State of Goa and Union Territories (Supply Code and Performance Standards) Regulations 2010;
 - e) Central Electricity Authority (Technical Standards for Connectivity of Distributed Generation Resources) Regulations, 2013
 - f) Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006;
 - g) Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010;
 - h) Power Quality & Protection and Controls: Power Quality & Protection and Controls shall conform to the standards specified in the CEA (Technical Standards for connectivity to the grid) Regulations, 2007 and CEA (Technical Standards for Connectivity of Distributed Generation Resources) Regulations, 2013, applicable to the distribution system as amended from time to time.
 - i) Indian Electricity Rules, 1956.
 - j) Any other provision that becomes applicable at the time of signing such an PPA as per the Regulation of the competent authority.

3.0 Technical and Interconnection Requirements

- 3.1. All the equipment connected to the Distribution Licensee's distribution system must be compliant with relevant international (IEEE/IEC) or Indian standards (BIS) and the

installation of electrical equipment must comply with the Applicable Rules and Regulations.

- 3.2. The Solar Power Generator agrees to furnish technical data of the Solar Power Plant that may be required by the Distribution Licensee.
- 3.3. The grid-connected Solar Power Plant of Solar Power Generator shall be treated as a 'Must Run' power plant and shall not be subjected to 'merit order dispatch bases by the Distribution Licensee.
- 3.4. The Solar Power Generator agrees that the Distribution Licensee shall not be responsible for any damages to his Solar Power Plant resulting from parallel operation with the Grid and that the Distribution Licensee shall not be liable to pay any such damages.

4.0 Safety and Operation Requirements

- 4.1. The Solar Power Generator agrees that the design, installation, maintenance and operation of the photovoltaic system are performed in a manner conducive to the safety of the Solar Power Plant as well as the Distribution Licensee's distribution system.
- 4.2. The Solar Power Generator shall ensure that in case of Grid outage the Solar Power Plant will not energise Distribution Licensee's distribution system. The Solar Power Generator is solely responsible for any accident to human beings / animals whatsoever (fatal / non-fatal / departmental / non-departmental) that may occur if the Solar Power Plant energises the Grid during Grid outage.
- 4.3. The Distribution Licensee reserves the right to disconnect Solar Power Generator's installation at any time in the event of the Solar Power Plant damaging its Grid, meter or other equipment to prevent any accident or damage.
- 4.4. Solar Power Generator shall install a main switch or isolator near the Energy Feed-In Meter, which is accessible to the Distribution Licensee and with which the Solar Power Generator's Solar Power Plant can be disconnected from the Distribution Licensee's distribution system.
- 4.5. Due to Distribution Licensee's obligation to maintain a safe and reliable distribution system, Solar Power Generator agrees that if it is determined by Distribution Licensee that Solar Power Generator's Solar Power Plant either causes damage to and/or produces adverse effects affecting Consumers or Distribution Licensee's assets, Solar Power Generator will have to disconnect the Solar Power Plant immediately from the distribution system upon direction from the Distribution Licensee and correct the problem at his own expense prior to a reconnection.

5.0 Energy Feed-In Metering

- 5.1. To measure the solar energy fed-in of to the Grid by the Solar Power Generator an Energy Feed-In Meter with the standards and specifications as provided in the Applicable Rules and Regulations shall be installed by the Solar Power Generator.

- 5.2. For existing service connections, the Energy Feed-In Meter shall be installed as close as possible to the existing Service Connection Meter or another location as mutually agreed between the Solar Power Generator and Distribution Licensee.
- 5.3. If the Solar Power Plant is installed at a location where there is no existing electrical service connection of Distribution Licensee, the Interconnection Point and the location of the Energy Feed-In Meter shall be mutually agreed between the Solar Power Generator and Distribution Licensee.
- 5.4. The Distribution Licensee shall arrange to test and seal the Energy Feed-In Meter for which the Solar Power Generator shall bear the testing charges.
- 5.5. Solar Power Generator may optionally install an Energy Feed-In Check Meter at his own cost.
- 5.6. The metering arrangement, including meter testing, checking and calibration shall be in accordance with the Applicable Rules and Regulations.

6.0 Energy Accounting and Settlement

- 6.1. At the end of each Billing Cycle of the Consumer, the Distribution Licensee will take readings of energy exported under Gross Metering arrangement. The SPG will be presented an Invoice for the Solar Energy exported under Gross Metering arrangement and payments made. The mode of payment shall be a cheque or bank transfer (..... bank details) as agreed between the parties.(delete not applicable)
- 6.2.Blank.....
- 6.3.Blank.....
- 6.4.Blank.....
- 6.5.Blank.....
- 6.6.Blank.....
- 6.7. The Solar Energy Tariff agreed upon between Distribution Licensee and Solar Power Generator under this agreement is as detailed below:
 - k) Reference to Solar Power Tariff order of the Commission: [•solar energy tariff order number and date•]
 - l) Price per kilowatt-hour: Rs. [•number•].
 - m) Validity: For the term of this agreement as provided for in clause 9.1 of this agreement.
 - n) Tariff of Solar Power Plant with Accelerated Depreciation / Without Accelerated Depreciation (Strike out the not applicable) shall be applicable.
 - o) Part Financial Year Depreciation: Provided that in case of the commercial operation of the asset for a part of the year, depreciation if to be claimed by SPG, shall be charged on pro-rata basis by the SPG.
- 6.8. The Distribution Licensee will make payment to the Solar Power Generator for each Energy Feed-In Payment Cycle within 15 (fifteen) days from the date of the Energy

Feed-In Payment Advice or the payment demand letter of Solar Power Generator by direct transfer to the bank account of the Solar Power Generator.

- 6.9. The Solar Power Generator shall be exempted from charges in respect of electricity banking, wheeling, and line losses and cross subsidy to the extent of the solar energy produced.
- 6.10. If the Energy Feed-In Meter becomes defective Net Exported Energy for the days during which the meter is defective shall be computed as follows:
- p) If the Solar Power Generator has installed an Energy Feed-In Check Meter, the readings of that meter will be used.
 - q) In the absence of an Energy Feed-In Check Meter or if that meter is also defective, the computation will be as follows:
 - If the solar gross-metering facility has been in service for more than 12 months the Net Exported Energy readings of the corresponding period of the previous year will be taken.
 - If the solar gross metering facility has been in service for less than 12 months the Net Exported Energy for each day shall be computed as follows: $x \ 4.00$, in which "SPPC" is the Solar Power Plant capacity in kWp for which solar gross metering facility has been provided by Distribution Licensee.
- 6.11. Payment for Net Exported Energy on the basis of the computation method provided for in clause 6.11 b) shall be done for a maximum of 60 (sixty days). If Solar Power Generator has not repaired or replaced the Energy Feed-In Meter or Energy Feed-In Check Meter within this period of 60 (sixty) days, Distribution Licensee is entitled to stop payments for the Net Exported Energy until the Energy Feed-In Meter or Energy Feed-In Check Meter has been repaired or replaced.
- 6.12. Rebate : Rebate..... % to be indicated if paid earlier than the time lines fixed above for the Payment release.
- 6.13. The applicable Tariff will be after considering Capital Subsidy/Incentive by the Central/State Government, as available to be specified if availed
- Accelerated depreciation benefit availing or not to be indicated by the SPG on an affidavit at the beginning of each financial year.
- In case any benefit not considered while working out the Tariff under these Regulations ,but is made available to SPG later or any material fact is not indicated by the SPG at this stage and found later the commission has right to re-determine the Tariff.

7.0 Taxes and Duties

- 7.1. Tariff fixed under this PPA shall be exclusive of taxes and duties on sale of power as may be levied by the appropriate Government. Provided that the taxes and duties levied by the appropriate Government / administration shall be allowed as pass through on actual incurred basis.

8.0 Renewable Energy Certificates

- 8.1. The Solar Power Generator will not be eligible for any claim RECs for the solar energy generated from the Solar Power Plant. If the Solar Power Generator is an Obligated Entity, the solar energy generated from the Solar Power Plant shall be accounted towards the RPOs of the Solar Power Generator. The Solar energy generated shall be considered as RPOs of the Distribution Licensee only if such Solar Power is not generated by the Obligated Entity other than the distribution licensee. Conventional Energy replaced by Solar Energy generated for self-use by any consumer will also be considered towards RPO compliance.

9.0 Term and Termination of the Agreement

- 9.1. This agreement will be in a force for twenty five years from the Commissioning Date of the Solar Power Plant.
- 9.2. The Distribution Licensee has the right to terminate this agreement on 30 days prior written notice if Solar Power Generator breaches a term of this agreement and does not remedy the breach within 30 days of receiving written notice from Distribution Licensee of the breach.
- 9.3. The Solar Power Generator agrees that upon termination of this agreement, he must disconnect the Solar Power Plant from Distribution Licensee's distribution system in a timely manner and to Distribution Licensee's satisfaction.

10.0 Disputes, Change in Law and Supersession

- 10.1. Disputes in billing or payments will be referred to the Consumer Grievances Redressal Forum and to the Ombudsman appointed under sub-section 6 of section 42 of the Act for settlement.
- 10.2. In case of any change in law during the tenure of this agreement, the aggrieved Party shall be required to approach the Commission for seeking approval of impact due to change in law. The decision of the Commission to acknowledge change in law and the date from which it will become effective and to provide relief for the same, shall be final and governing on both the Parties.
- 10.3. This agreement supersedes and replaces any and all previous solar gross metering agreements between the parties.

11.0 Investment in the Grid Augmentation

- 11.1. The cost of any augmentation required after the interconnection point in the system of the Distribution Licensee shall be borne by the concerned Distribution Licensee. However, the SPG shall make adequate arrangements to connect the Solar Power Project switchyard with the Interconnection Facilities at the Delivery Point;

11.2. Evacuation of Power

A provision for Evacuation of Power or utilization elsewhere, in case the Grid is under maintenance or is not available for Technical reasons or a Force Majeure Condition to avoid financial liability of the Distribution Licensee.

**11.3. Transmission Agreement for Solar Plants more than 1 MW Capacity
(*this clause to be kept blank if Solar Plant size is less than 1 MWp*)**

The SPG shall sign a Transmission Agreement with STU (if required) for Solar Projects of 1 (One) MWp and above confirming the evacuation and connectivity of the STU system up to the delivery point of SPG by the Scheduled Commissioning date;

11.4. Procedure for Interconnectivity with the Grid

11.4.1. The SPG setting up Solar Power project shall apply to the Distribution Licensee for connectivity with the distribution network system in the format/(s) as may be specified by the Commission.

11.4.2. The timelines for grant of connectivity shall be as under:

(a) Distribution Licensee shall within days of receipt of application from the SPG, intimate (to Project Developer and the Commission) whether the Project can be connected to the grid without further system strengthening and take steps to allow connectivity within days of such intimation.

(b) If system strengthening or grid augmentation is required, the Distribution Licensee shall intimate the same to the SPG and the Commission within 30 days of receipt of application of the SPG. In such a case, interconnection of the SPG to the grid shall be established within of such intimation.

(c) The Distribution Licensee shall not be liable to pay any compensation to the SPG for deemed generation benefits in case the Distribution Licensee is unable to absorb the power due to the reasons which are beyond control of the Distribution Licensees/ Company.

11.5. The fixed charges associated with such investments towards Grid Interconnection like depreciation, interest charges, return on equity etc. as may be approved by the Commission, shall be a pass through in the Annual Revenue Requirement of such Distribution Licensee.

12.0 Plant Communication Facilities

All grid connected Solar Power projects shall have meters with features to record energy for 45 days data storage for injection into the grid through solar meter as provided under these Regulations. All projects with capacity 100 kWp and above shall have communication Port for exchanging real time information with the Distribution Licensee. For plant size of One (1) MWp and above the Communication will be with State Load Despatch Centre (SLDC) also in addition to the Distribution Licensee.

13.0 Third Party Sale

The Commission under its Solar Power – Grid Connected, Ground Mounted and Roof top and the Metering Regulation JERC-19/2015 allows third party sale of the energy generated through the Solar Plant provided the buyer and the seller are in the same territory. However, the buyer of the power will be levied the cross subsidy for the units of power bought, if the same are applicable for the buyer for

grid power supply. The rate of Cross subsidy rate will be same as applicable to the buyer of the Power even without buying Solar Power.

14.0 SPG's Scope:

- c. Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the Prudent Utility Practices and the applicable Law, including the Grid Code, the terms and conditions of this Agreement.
- d. The SPG shall be required to obtain all information with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the SPG's side of the Delivery Point to enable delivery of electricity at the Delivery Point.

15.0 Compliance of Grid Code

The Solar Power Project shall be required to maintain compliance to the applicable Grid Code requirements and directions, if any, as specified by concerned SLDC/RLDC from time to time.

16.0 Metering of Plant

The SPG shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at SPG's side of Delivery Point. For grid connected solar plants>

The following shall be applicable for Plant size of more than 1 MWp.

SPG will install necessary equipment for regular monitoring of solar irradiance (including DNI), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power generated from the plant.

17.0 Online arrangements

The following shall be applicable for Solar Plant of size more than 1 MWp.

On line arrangements would have to be made by the solar power developer for projects above 1 (One) MWp for submission of above data regularly for the entire period of this Power Purchase Agreement to the MNRE/ IREDA for up-dating of its records.

18.0 Quarterly Reports

The following shall be applicable for Solar Plant of size more than 1 MWp.

Reports on above parameters on quarterly basis shall be submitted by the solar power developer to JERC through the Distribution Licensee for entire period of PPA.

19.0 Insurance

The SPG shall effect and maintain or cause to be affected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such

risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements.

20.0 Power to Remove Difficulties

In case of any difficulty in giving effect to any of the provisions of this Tariff Order, the Commission may by general or special order, issue appropriate directions to the SPGs, Distribution Licensee(s) etc., to take suitable action, not being inconsistent with the provisions of the Act, which appear to the Commission to be necessary or expedient for the purpose of removing the difficulty.

The SPG or/and the Distribution Licensee may make an application to the Commission and seek suitable orders to remove any difficulties that may arise in implementation of the Tariff Order.

21.0 Impact of change in law

In case of any change in Law during the tenure of the PPA, the aggrieved Party shall be required to approach the Hon'ble JERC for seeking approval of impact due to Change in Law.

The decision of the Hon'ble JERC to acknowledge Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

22.0 Force Majeure:

The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by Distribution Licensee of its obligations under this Agreement, shall constitute a SPG Event of Default:

- 22.1. the failure to commence supply of power to Distribution Licensee up to the Contracted Capacity, by the end of the period specified in Article, or if:
 - a) the SPG assigns, mortgages or charges or purports to assign, any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or
 - b) the SPG transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

- 22.2. if (a) the SPG becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of 30 (Thirty) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SPG, or (c) the SPG goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,
- 22.3. Provided that a dissolution or liquidation of the SPG will not be a SPG Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SPG and expressly assumes all obligations of the SPG under this Agreement and is in a position to perform them;
- 22.4. the SPG repudiates this Agreement and does not rectify such breach within a period of 30 (Thirty) days from a notice from the Distribution Licensee in this regard; or except where due to any the Distribution Licensee's failure to comply with its material obligations, the SPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the SPG within 30 (Thirty) days of receipt of first notice in this regard given by the Distribution Licensee).
- 22.5. Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the SPG.

23.0 Interpretation

If any question arises relating to the interpretation of any provision of the PPA, Solar Regulations and the Solar Tariff, the decision of the Ombudsman shall be final.

- 23.1. Where any Dispute (a) arises from a claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, or (b) relates to any matter agreed to be referred to the Hon'ble JERC.

Other Clauses if any required by the two parties and are mutually agreed may be suitably included in the PPA.

In witness whereof Solar Power Generator and Distribution Licensee sign this agreement in two originals.

Solar Power Generator

[•name of the Solar Power Generator / Solar Power Generator organisation•]

Distribution Licensee

[•name of the Distribution Licensee•]

[•designation•]

Place: [•place•]

Date: [•date•]

[•designation•]

Place: [•place•]

Date: [•date•]