

**AGREEMENT FOR CONNECTING SOLAR ENERGY SYSTEM
TO THE DISTRIBUTION NETWORK OF LICENSEE**

This Memorandum of Agreement is made on this _____ at
between Mr./Ms....., Residing at
....., Kerala, India Consumer no:

AND

The Kerala State Electricity Board limited, a company incorporated under the Indian Companies Act, 1956 (Central Act 1 of 1956) Having its registered office at Vidyuthi Bhavanam, Pattom, Thiruvananthapuram, represented by Shri (here enter name, designation and address of the authority) hereafter referred to as “KSEB Limited” (which expression shall unless excluded by or repugnant to the context or meaning there of be deemed to include its successors, representatives and assignees) as second party, of the agreement;

1st Party:

2nd Party:

Whereas, the consumer has installed a Renewable Energy system at the premises owned and possessed by the consumer under valid lease agreement (strike out whichever is not applicable) and has requested KSEB Limited to provide connectivity to the said plant;

And whereas the KSEB Limited agrees to provide to the consumer, a Renewable Energy Plant Identification Number (REPIN) as scheduled in the agreement for the electricity generated from the above plant having a capacity of KWp as per conditions of this agreement and the regulations or orders issued by the Kerala State Electricity Regulatory Commission from time to time;

And whereas the consumer has in addition to those automatic and inbuilt isolation devices within inverter and external manual relays, installed a manually operated isolating switch and associated equipment with sufficient safeguards between the solar energy system and the distribution system of KSEB Limited to prevent injection of electricity from his solar energy system to the distribution system of the Licensee when the distribution system is de-energized;

1st Party:

2nd Party:

And whereas, the consumer has assured that in case of a power outage in the system of KSEB Limited, his/her plant will not inject power into the distribution system of the licensee and has produced separately the documents sustaining this assurance which for part of this agreement, as if incorporated herein;

And whereas, the consumer has undertaken that all the equipment connected to the distribution system complies with relevant international (IEEE/IEC) or Indian Standards (BIS) and those installations of electrical equipment's comply with the relevant provisions of the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010;

And whereas, the consumer undertakes that he/she is in the position of all the necessary approvals and clearances, including sanctions from the Electrical Inspector, as specified in relevant regulations for connecting the solar energy system to the distribution system for commissioning the solar energy system.

And whereas, the consumer has deposited an amount of Rs.....(Rupees in words) by Cash/DD as per receipt/DD No..... dated at Electrical Section office,... as a security deposit for the installation of the solar meter and net meter, and shall remit the meter rent, charged by KSEB Limited at the rates approved by the Kerala State Electricity Regulatory Commission, from time to time, for the satisfactory fulfillment of the agreement, (strike out this portion if the consumer provides meter at his/her cost);

~~And whereas, the consumer has provided the solar meter and net meter at his or her cost, which has been tested, certified and installed by KSEB Limited, (strike out this portion if the meter is provided by the KSEB Limited).~~

Now, therefore, both the parties hereby agree as follows: -

- 1) The net-metering connection shall be governed by the provisions contained in the Kerala State Electricity Regulatory Commission (Grid interactive distributed solar energy systems) Regulations, 2014 as amended from time to time and also subject to the condition that the solar energy system meets the requirements as per the provisions contained in Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Recourses) Regulations, 2013.
- 2) KSEB Limited shall have the sole authority to decide, based on the results of necessary studies, the interface/interconnection point to the solar energy system.

1st Party:

**2nd
Party:**

- 3) If the consumer's solar energy system either causes damage to and / or produces adverse effects affecting other consumers or assets of KSEB Limited, the consumer will have to disconnect solar energy system immediately from the distribution system, upon direction from the KSEB Limited and correct the defect at his own expense, prior to reconnection.
- 4) KSEB Limited shall have access to the metering equipment and disconnecting means for solar energy system in all required situations.
- 5) KSEB Limited shall have the right to disconnect the solar energy system from distribution system of the licensee in emergency, if it is found that at that point in the time providing service through the net-metering system is not safe to the grid as a whole.
- 6) (a) The consumer indemnifies KSEB Limited for the damages or adverse effects, if any, from the negligence or intentional defective operation in the connection and operation in the connection and operation of the solar energy system of the consumer;
(b) The KSEB Limited indemnifies the consumer for the damages or adverse effects, if any, from the negligence or intentional defective operation in the connection and operation of the distribution system of KSEB Limited.
- 7) KSEB Limited shall not be liable for delivery to or realization by the eligible consumer of any fiscal or other incentives provided by the central /state Government or any other authority;
- 8) All the commercial settlements under this agreement shall follow the provisions of the Kerala state electricity Regulatory Commission (Renewable Energy and Net Metering) Regulations 2020.
- 9) The consumer may terminate this agreement after giving thirty days' clear notice in writing to the authorized authority of the licensee.
- 10) KSEB Limited has the right to terminate this agreement at any point in time after giving 30 days prior notice. If consumer breaches any terms of this agreement and in cases where such breaches could be rectified and the same are not provided /informed within 30 days of written notice from KSEB Limited about the breach.
- 11) The consumer agrees that upon the termination of this agreement, he must disconnect the solar energy system from the distribution system of KSEB Limited in a timely manner to the satisfaction of KSEB Limited.
- 12) The consumer shall have the right to the bank and use the electricity generated and injected in excess over his/her full consumption into the distribution system of the licensee by the solar energy system subject to the conditions specified in the Kerala State Electricity Regulatory Commission (Renewable Energy and Net Metering) Regulations,2020.
- 13) The consumer shall have the right to open access for wheeling the electricity generated in excess of 500 units over the consumption by the solar energy system, installed in the premises owned by the consumer and in the order of preference as detailed under item III of the attached schedule.

1st Party:

**2nd
Party:**

14) The licensee shall within seven days from the date of execution of this agreement commission the solar energy system.

15) The licensee shall pay for the net energy banked by the consumer at the end of the settlement period at the average pooled purchase cost of electricity as approved by the commission for that year as provided for in the Kerala state electricity regulatory Commission (Renewable Energy and Net Metering) Regulations 2020.

In witness whereof the said Mr./Ms. residing at,,
.....Kerala, India (1stParty) and the said
..... (2nd Party) have here unto signed at the day and year
first above written.

Sd/-..... (1st Party)

Witness 1.....

Witness 2.....

Sd/-..... (2nd party)

Witness 1.....

Witness 2.....