

Inter Connection Agreement between GIFT Power Company Limited
and Solar PV Project Owner

Net Metering Inter Connection Agreement for
Sanctioned Load up to ____KW

This Agreement is made and entered into at (location) _____, Service No:-_____ on this (date) ____ day of (month)_____ year ____ between _____, _____, a _____ registered under the provisions of the _____ Act, having its registered office at _____
_____ (hereinafter referred to as, “_____” which expression shall include its successors-in-interest and permitted assigns) as First Party

AND

GIFT Power Company Limited, (a wholly owned subsidiary of Gujarat International Finance Tec-City Company Limited (GIFTCL), a company within the meaning of Companies Act, 2013 [incorporated under the Companies Act, 1956], and functioning as the” Distribution Licensee” under the Electricity Act 2003 having its Registered Office at, EPS-Building 49A, Block-49, Gyan Marg, Zone-4, GIFT City, Gandhinagar-382355 (hereinafter referred to as, “GIFTPCL” or “Distribution Licensee” which expression shall include its successors and permitted assigns and) a Party of the Second Part.

WHEREAS

- I. _____ desires to set-up such Solar Photovoltaic System of _____ kW at _____ connected with GIFTPCL’s grid at _____ Voltage level for their/its own use or sale to Distribution Licensee within the same premises or other premises.
- II. The Gujarat Energy Development Agency (GEDA) / Solar Energy Corporation of India Limited (SECI) through letter no. _____ dated _____ has registered

for developing and setting up _____ kW own Solar PV System for their/its own use, or sale to Distribution Licensee under Gujarat Solar Power Policy – 2021 at their/its premises in legal possession or premises at rental basis including rooftop/terrace/land.

III. The GIFT Power Company Limited agrees to provide grid connectivity to the Consumer/Prosumer for injection of the electricity generated from his Solar PV System of capacity _____ kilowatts (kW) into the power system of GIFT Power Company Limited and as per conditions of this agreement and in compliance with the applicable Policy/Rules/Regulations/ Codes (as amended from time to time) by the Consumer which includes-

1. Government of Gujarat Solar Power Policy 2021.
2. Gujarat Electricity Regulatory Commission Regulations for Net Metering Rooftop Solar PV Grid Interactive Systems and its amendments thereof.
3. Ministry of Power's Electricity (Rights to Consumers) Rules, 2020 and its amendments.
4. Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010 and its amendments thereof.
5. Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended from time to time.
6. Central Electricity Authority (Installation and Operation of Meters) Regulation 2006 and its amendments thereof.
7. Gujarat Electricity Regulatory Commission (Electricity Supply Code & Related Matters) Regulations, 2015 and its amendments thereof.
8. Gujarat Electricity Regulatory Commission Distribution Code, 2004 and its amendments thereto.
9. Instruction, Directions and Circulars issued by Chief Electrical Inspector from time to time.
10. CEA (Technical Standards for connectivity of the Distributed Generation) Regulations, 2013 and as amended from time to time.

Both the Parties hereby agree as follows:

1. Eligibility:

- 1.1 Consumer/Prosumer shall own the Rooftop/Ground mounted Solar PV System set up on its own premises or premises in his legal possession, on lease or rental basis.
- 1.2 Consumer/Prosumer needs to consume electricity generated from the Solar Power System set up in the same premises where Solar PV System is set up or other places than the consumption premises. Provided that in case of Residential, the place of generation of electricity and consumption shall always be same.
- 1.3 Consumer/Prosumer shall inter-alia meet the standards and conditions as specified in Policy/Rules/Regulations/Codes (as amended from time to time) mentioned in recital of this Agreement.
- 1.4 Consumer/Prosumer shall inject the electricity generated from Solar Power System into the grid of the Distribution Licensee.

2. Technical and Interconnection Requirements:

- 2.1 Consumer/Prosumer agrees that their/its Solar PV System and Net Metering System will conform to the standards and requirements specified in the Electricity Rules, Policy, Supply Code and Regulations as amended from time to time.
- 2.2 Consumer/Prosumer agrees that they/it have/has installed/ will install, prior to connection of Solar Photovoltaic System to Distribution Licensee's distribution system, an isolation device (both automatic and inbuilt within inverter and external manual relays) and agrees for the Distribution Licensee to have access to and operation of this, if required and for repair & maintenance of the distribution system.
- 2.3 Consumer/Prosumer agrees that in case of non-availability of grid, Solar Photovoltaic System will disconnect/isolate automatically, and their/its plant will not inject power into the Distribution Licensee's distribution system.
- 2.4 All the equipment connected to the distribution system shall be compliant with relevant International (IEEE/IEC) or Indian Standards (BIS) and installations of electrical

equipment must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010, as amended from time to time.

- 2.5 Consumer/Prosumer agrees that Distribution Licensee will specify the interface/inter connection point and metering point.
- 2.6 Consumer/Prosumer and Distribution Licensee agree to comply with the relevant CEA Regulations in respect of operation and maintenance of the plant, drawing and diagrams, site responsibility schedule, harmonics, synchronization, voltage, frequency, flicker etc.
- 2.7 In order to fulfil Distribution Licensee's obligation to maintain a safe and reliable distribution system, Consumer/Prosumer agrees that if it is determined by the Distribution Licensee that Consumer's Solar Photovoltaic System either causes damage to and/or produces adverse effects affecting other consumers or Distribution Licensee's assets, Consumer/Prosumer will have to disconnect Solar Photovoltaic System immediately from the distribution system upon direction from the Distribution Licensee and correct the problem to the satisfaction of Distribution Licensee at his own expense prior to reconnection.
- 2.8 The Consumer/Prosumer shall be solely responsible for any accident to human being/animals whatsoever (fatal/non-fatal/departamental/non-departamental) that may occur due to back feeding from the Solar Plant when the grid supply is off if so decided by CEI. The Distribution 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 man and material.

3. Clearances and Approvals:

The Consumer/Prosumer shall obtain all the necessary statutory approvals and clearances (environmental and grid connection related) before connecting the photovoltaic system to the distribution system.

4. Access and Disconnection:

- 4.1 Distribution Licensee shall have access to metering equipment, SPS 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, Distribution Licensee may disconnect service to the premises of the Consumer/Prosumer.

5. Liabilities:

- 5.1 Consumer/Prosumer shall indemnify Distribution Licensee for damages or adverse effects from his negligence or intentional misconduct in the connection and operation of Solar Photovoltaic System.
- 5.2 Distribution Licensee shall not be liable for delivery or realization by the Consumer/Prosumer of any fiscal or other incentive provided by the Central/State Government.
- 5.3 Distribution Licensee may consider the quantum of electricity generation from the Solar PV System set up by the project developer owned and operated by (i) Residential Consumers, (ii) Projects set up under Captive Use iii) surplus energy purchased by Distribution Licensee from the Solar Plant which are under net metering arrangement and are not utilizing 'renewable attribute' towards RPO Compliance.

6. Metering:

Metering arrangement shall be as per Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time.

- (a) In case of Residential Consumers, Bi-directional meter shall be installed of same accuracy class as installed before setting up of Solar PV System.
- (b) In case of Industrial, Commercial, Government Institutions and other consumers-
and projects set up for captive use,

Bi-directional meter shall be installed of same accuracy class as installed before setting up of Solar PV System.

7. Commercial Settlement:

All the Commercial Settlements under this Agreement shall be as per Government of Gujarat's Solar Power Policy – 2021 and GERC (Net Metering Rooftop Solar PV Grid Interactive Systems) Regulations as amended from time to time and any subsequent orders in this regard. The Commercial Settlement will be as follows:

7.1 For Residential Consumers

- (i) In case of Residential Consumers, the Energy Accounting shall be carried out on Billing Cycle basis.
- (ii) In case of net import of energy by the Consumer/Prosumer from distribution grid during billing cycle, the energy consumed from Distribution Licensee shall be billed as per applicable tariff to respective category of consumers as approved by the Commission from time to time. The energy exported out of total generated solar units by Solar PV System shall be set off against units consumed (not against load/demand) during the billing period and consumer shall pay demand charges, other charges, penalty etc. as applicable to other consumers.
- (iii) In case of net export of energy by the consumer to distribution grid during billing cycle, Distribution Licensee shall compensate for surplus power (if any), after giving set off against consumption during the billing period, at following rates:
 - (a) In case of self-owned systems and SURYA Gujarat scheme consumers:

At Rs. 2.25 per unit for the first 5 years from commissioning of project and thereafter for the remaining term of the project at 75% of the simple average of tariff discovered and contracted under competitive bidding process conducted by GUVNL for non-park based solar projects in the preceding 6-month period, i.e., either April to September or October to March as the case may be, from the Commercial Operation Date (COD) of the project, subject to approval of Hon'ble GERC.

Such rates shall be declared by GUVNL on six monthly basis and shall be applicable under the connectivity agreement to be executed by Distribution Licensee.

7.2 For the Projects set up under Captive Use

This section shall be applicable to industrial, commercial, Government Institutions and other consumers who has set up project for Captive Use. The Energy Accounting for such projects shall be as per below details:

- I. In case of solar projects set up by HT / EHV consumers for captive use, the energy set-off shall be allowed between 07.00 hours to 18.00 hours of the same day meaning thereby, the generated solar energy during a day shall be consumed by HT or EHV consumer during 07.00 hours to 18.00 hours on the same day.

- II. In case of solar projects set up by LT demand-based consumers for captive use, the energy set-off shall be allowed between 07.00 hours to 18.00 hours basis of the same billing cycle meaning thereby, the generated solar energy during a 7:00 hours to 18:00 hours billing cycle shall be consumed by the consumer during the specified period, of 7:00 hours to 18:00 hours in the same billing cycle.
- III. The energy accounting for all other LT consumers i.e., other than demand-based LT consumers shall be on billing cycle basis.
- IV. The surplus energy, not consumed by the consumer during the above mentioned after set off period shall be compensated by Distribution Licensees at following Surplus Injection Compensation (SIC) rates:
 - a. In case of MSME Manufacturing Enterprises - At Rs 2.25 / unit for first 5 years from commissioning of project and thereafter for the remaining term of the project at 75% of the simple average of tariff discovered and contracted under competitive bidding process conducted by GUVNL for Non-park based solar projects in the preceding 6-month period, i.e., either April to September or October to March as the case may be, from the commercial operation date (COD) of the project. The same shall remain fixed for the entire term of the agreement.
 - b. In case of other than MSME Manufacturing Enterprises - At 75% of the simple average of tariff discovered and contracted through competitive bidding process conducted by GUVNL for Non-park based solar projects in the preceding 6-month period, i.e., either April to September or October to March as the case may be, from the commercial operation date (COD) of the project. The same shall remain fixed for the entire term of the agreement.
- V. Excess drawl of electricity by the consumer from the grid, if any, after giving set off shall be charged by the Distribution Licensee at the applicable tariff of the respective category of consumer as determined by the Commission from time to time.
- VI. In case of projects set up for captive use, no cross-subsidy surcharge and additional surcharge shall be applicable.
- VII. Banking charges of Rs.1.50/ unit shall be applicable on solar energy consumed in case of Demand Based Consumers shall be applicable. In case of MSME units and other than Demand

Based Consumers, Banking Charges of Rs.1.10 per unit on Solar Energy Consumed shall be applicable. Banking Charges shall not be applicable to government buildings.

VIII. The above-mentioned Energy Accounting shall be applicable after appropriate amendment of GERC Net Metering Regulations, until then the existing regulations will prevail.

8. Connection Costs:

The Consumer/Prosumer shall bear all costs related to setting up of Solar Photovoltaic System including metering and inter-connection. The Consumer/Prosumer agrees to pay the actual cost of modifications and upgrades to the service line, cost of up gradation of transformer to connect photovoltaic system to the grid in case it is required.

9. Inspection, Test, Calibration and Maintenance prior to connection:

Before connecting, Consumer/Prosumer shall complete all inspections and tests finalized in consultation with the Distribution Licensee and if required Gujarat Energy Transmission Corporation Limited (GETCO) to which their/its equipment is connected. Consumer/Prosumer shall make available to Distribution Licensee all drawings, specifications, test records and monthly solar generation details of the project or generating station as the case may be.

10. Records:

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this Agreement and operation of the Rooftop/Ground mounted Solar PV System.

11. Dispute Resolution:

11.1 All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation, promptly, equitably and in good faith.

11.2 In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days or mutually extended period, after such dispute arises, then for

- (a) any dispute in billing pertaining to energy injection and billing amount, it would be settled by the Consumer Grievance Redressal Forum and Electricity Ombudsman.
- (b) any other issues pertaining to the Regulations and its interpretation; it shall be decided by the Gujarat Electricity Regulatory Commission following appropriate prescribed procedure.

12. Termination:

- 12.1 The Consumer/Prosumer can terminate agreement at any time by giving Distribution Licensee 90 days prior notice.
- 12.2 Distribution Licensee has the right to terminate this Agreement with 30 days prior written notice, if Consumer/Prosumer commits breach of any of the terms of this Agreement and does not remedy the breach within 30 days of receiving written notice from Distribution Licensee regarding the breach. Distribution Licensee also has the right to terminate Agreement in case the consumer installs the additional Solar PV capacity / adds load unauthorizedly above sanctioned load without prior approval of Distribution Licensee.
- 12.3 Consumer/Prosumer shall upon termination of this Agreement, disconnect the Rooftop/ Ground mounted Solar Photovoltaic System from the Distribution Licensee’s distribution system within one week to the satisfaction of the Distribution Licensee.

Communication:

The names of the officials and their addresses, for the purpose of any communication in relation to the matters covered under this Agreement shall be as under:

In respect of the	In respect of the
GIFT Power Co. Ltd: *(_____)	Consumer/Prosumer: (_____)

*Authorized person by the Distribution Licensees ...

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers, and copies delivered to each Party, as of the day and year herein above stated.

<p>FOR AND ON BEHALF OF GIFT POWER COMPANY LIMITED</p> <p>_____</p> <p>Authorized Signatory</p> <p>WITNESSES</p> <p>1. _____ ()</p> <p>2. _____ ()</p>	<p>FOR AND ON BEHALF OF PROJECT OWNER</p> <p>_____</p> <p>Authorized Signatory</p> <p>WITNESSES</p> <p>1. _____ ()</p> <p>2. _____ ()</p>
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