**Agreement for connecting solar energy system to the distribution system of the licensee**

(on stamp paper Rs.200/-)

This memorandum of agreement is made on this (date)…….……. day of (month)……….… year ……..… at (location)…………… between (name of the eligible consumer) ……….…………. The eligible consumer (hereinafter referred to as ‘consumer’) residing at (address) ………………………………………………………………… at first party.

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 vydyuthi bhavanam, Pattom, Thiruvananthapuram represented by Shri………………………………..............................…………………..(here enter name, designation and address of the authority) hereinafter referred to as ‘KSEB Limited’ (which expression shall unless excluded by or repugnant to the contest or meaning thereof be deemed to include its successors, representatives and assignees ) as second party of the agreement;

Whereas, the consumer has installed a solar energy system at the premises owned and possessed by him/her or owned by and possessed by consumer under a 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 solar plant identification number (SPIN)……………………. As scheduled in the agreement for the electricity generated from the above plant having capacity ……………………….. kWp/mWp 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;

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 substantiating this assurance which form part of this agreement, as if incorporated herein;

And whereas, the consumer has undertaken that all the equipment connected to the distribution system comply with relevant international (IEEE/IEC) or Indian standards (BIS) and that installations of electrical equipment 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 possession of all the necessary approvals and clearances, including sanction from 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 security deposit for the installation of solar meter and net meter 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 this agreement. [strike out this portion if the meter is provided by the consumer at his/her cost];

And whereas the consumer has provided the solar meter and the net meter at his/her cost, which has been tested, certified and installed by KSEB Limited. [strike out this portion if the meter is provided by the consumer at his/her cost];

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 Standard for Connectivity of the Distributed Generation Resources) 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.
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. KESB 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 solar energy system from the distribution system of the licensee in emergency, if it is found that at that point in 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 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.

1. 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;
2. All the commercial settlements under this agreement shall follow the provisions of the Kerala State Electricity Regulatory Commission (Grid Interactive Distributed Solar Energy Systems) Regulations 2014.
3. The consumer may terminate this agreement after giving thirty days’ (30 days) clear notice in writing to the authorized authority of the Licensee.
4. 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.
5. The consumer agrees that upon termination of this agreement, he must disconnect the solar energy system from distribution system of KSEB Limited in a timely manner to the satisfaction of KSEB Limited.
6. The consumer shall have the right to 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 (Grid Interactive Distributed Solar Energy Systems) Regulations, 2014.
7. The consumer shall have the right to open access for wheeling the electricity generated in excess by 500 units over the consumption by the solar energy system installed in the premises of the consumer detailed under item II of the schedule attached and shall be used in the premises owned by the consumer and in the order of preference as detailed under item III of the attached schedule.
8. The licensee shall within seven days from the date of execution of this agreement commission the solar energy system.
9. The licensee shall pay for the net energy banked by the consumer at the end of 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 (Grid Interactive Distributed Solar Energy Systems) Regulations, 2014.

In witness whereof the said …………………..…. (1st party) and the said ………………….… (2nd party) have hereunto signed at the day and year first above written.

Sd/-…………………..(1st party)

Witness 1 …………………

Witness 2 …………………

Sd/-………………….(2nd party)

Witness 1 …………………

Witness 2 …………………