To be executed on Stamp Paper of Rs 500/- or with adhesive stamp of Rs 500/- with Rs one Revenue Stamp Affixed thereto

Annex - VIIIA

Net Metering Inter Connection Agreement

1. This Agreement is made and entered into at Bhopal on this (date) _____ day of (month) _____ year _____ between the 'Eligible Consumer', by the name of _____ having premises at _____(address) as first party AND Madhya Pradesh Madhya Kshetra Vidyut Vitran Company Limited, Bhopal (hereinafter called as Discom) having its registered office at NISHTHA PARISAR GOVINDPURA BHOPAL MP 462023 as second party of the agreement

And whereas, the Discom agrees to provide grid connectivity to the Eligible Consumer for injection of the electricity generated from his renewable energy plant to capacity of ___ kilowatts into the power system of Discom, as per conditions of this agreement, and MPERC (Net Metering) Regulations, 2015 issued by Madhya Pradesh Electricity Regulatory Commission, and Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016. Both the parties hereby agree to as follows:

2. Technical and Interconnection Requirements

2.1 The Eligible Consumer agrees that his renewable energy generation plant and net metering system will conform to the standards and requirements specified in MPERC (Net Metering) Regulations, 2015 and Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 and also the following Regulations and codes, as amended from time to time: -

1. Central Electricity Authority (Technical Standards for connectivity of the Distributed Generating Resources) Regulations, 2013
2. Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006
3. Central Electricity Authority (Measures relating to safety and electric supply) Regulations, 2010
4. MPERC Supply Code Regulations, 2007

2.2 Eligible Consumer agrees that he has installed or will install, prior to connection of Renewable Energy system to Discom's Grid, an isolation device (both automatic and inbuilt within inverter and external manual relays) and agrees for the Discom to have access to the renewable energy system, if required for repair & maintenance of the distribution system.

2.3 Eligible Consumer agrees that in case of a power outage on Discom's system, his Renewable Energy system will disconnect/isolate automatically from the Grid of Discom and his plant will not inject power into Discom's distribution system.

2.4 All the equipment connected to 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.

2.5 Eligible Consumer agrees that the Discom will specify the interface/interconnection point and metering points.

2.6 Eligible Consumer and Discom agree to comply with the relevant CEA regulations and MPERC (Metering) Regulations 2007 in respect of operation and maintenance of the plant, drawing and diagrams, site responsibility schedule, harmonics, synchronization, voltage, frequency, flicker, etc.

2.7 Due to Discom's obligation to maintain a safe and reliable distribution system, Eligible Consumer agrees that, if it is determined by the Discom that Eligible Consumer's Renewable Energy system either causes damage to and/or produces adverse effects affecting other consumers or Discom's assets, Eligible Consumer will have to disconnect Renewable Energy system immediately from the distribution system upon direction from the Discom and rectify the problem at his own expense prior to a reconnection.

2.8 The eligible consumer shall be solely responsible for any accident to human being/animals whatsoever (fatal/non-fatal/departmental/non-departmental) that may occur due to back feeding from the SPG plant when the grid supply is off. 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

3.1 The Eligible Consumer shall obtain all the statutory & necessary approvals and clearances before connecting the Renewable Energy system to the distribution system.

4. Access and Disconnection

4.1 Discom shall have access to metering equipment and disconnecting means of the renewable energy 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, Discom shall have rights and may disconnect service to the premises of the Eligible Consumer.

5. Liabilities

5.1 Eligible Consumer and Discom shall indemnify each other for damages or adverse effects from either party's negligence or intentional misconduct in the connection and operation of Renewable Energy system or Discom's distribution system.

5.2 Discom and Eligible Consumer shall not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for indirect, consequential, incidental or special damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise.

5.3 Discom shall not be liable for delivery or realization by Eligible Consumer for any fiscal or other incentive provided by the Central/State Government beyond the scope specified by the MP Electricity Regulatory Commission in its relevant Order.

5.4 The Discom may consider the quantum of electricity generation produced in the renewable energy system under net metering arrangement towards Renewable Purchase Obligation. (Applicable only in case of Eligible Consumer who is not defined as an Obligated Entity).

5.5 The proceeds from CDM benefits shall be retained by the Discom.

6. Commercial Settlement

6.1 All the commercial settlement under this agreement shall be as per the provisions of MPERC Grid Connected Net Metering Regulations, 2015.

6.2 If there is surplus power generated after fulfilling captive consumption requirement at the end of the settlement period, the surplus power shall be compensated as per the provisions of MPERC Grid Connected Net Metering Regulations, 2015 and amendments thereof. The unadjusted net credited units of electricity, at the end of each 'Settlement Period', shall be purchased by the Distribution Licensee at its Average Pooled Power Purchase Cost, as approved by the Commission for that year. The Discom shall provide credit equivalent to the amount payable in the immediately succeeding Billing Cycle, and, if any credit still remains, then in the following Billing Cycle(s).

7. Connection Costs

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

8. Termination

8.1 The Eligible Consumer can terminate agreement at any time by providing Discom with 90 days' advance notice in writing.

8.2 Discom has the right to terminate Agreement on 30 days' advance written notice, if Eligible Consumer commits breach of any of the terms of this Agreement or MPERC (Grid Connected Net Metering) Regulations, 2015 issued by the Madhya Pradesh Electricity Regulatory Commission or Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 and does not remedy the breach within 30 days of receiving written notice from Discom of the breach.

8.3 Eligible Consumer shall upon termination of this Agreement, disconnect the

Renewable Energy system from Discom's distribution system in a timely manner and to Discom's satisfaction.

In witness, whereof, Mr. /Ms._____for and on behalf of _____(Eligible Consumer) and Mr./Ms. _____ for and on behalf of MP Madhya Kshetra Vidyut Vitran Company Limited, Bhopal (Discom) sign this agreement in two originals.

Eligible Consumer	Madhya Pradesh Madhya Kshetra Vidyut Vitran Company
Name Address	Name Designation
Signature	Signature
Name & address of Witness 1	Name & address of Witness 2
Signature	Signature