

consumed shall be applicable. Banking Charges shall not be applicable to government buildings.

9.4 PROJECT UNDER REC MECHANISM

- 9.4.1 Developers/Consumers/Prosumer may set up Solar Rooftop Power Projects under the REC mechanism in accordance with the administrative procedure regarding registration and accreditation, as decided by the Central Electricity Regulatory Commission (CERC) and as amended from time to time.
- 9.4.2 In case of projects to be set up for captive / third party sale under REC mechanism, installation of solar projects up to sanctioned load / contracted demand shall be allowed subject to the provisions of Regulation 6.2 and other provision of these Regulations.
- 9.4.3 The energy accounting for the projects set up under REC mechanism shall be carried out on 15-minute time block basis.
- 9.4.4 In case of projects set up for captive / third party sale under REC Mechanism, surplus energy after giving set-off on 15 minute time block basis, shall be compensated by Distribution Licensees at 65% of the simple average of tariff discovered and contracted by GUVNL through competitive bidding process for non-park based solar projects in the preceding six months 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.
- 9.4.5 Excess drawl by consumer from the grid, if any, after giving set-off shall be charged by Distribution Licensee at applicable tariff of respective category of consumer as determined by the Commission from time to time.

- 9.4.6 In case Distribution licensee agrees to purchase the electricity component of power from a project under REC Mechanism, the applicable tariff payable by Distribution Licensees shall be, 65% of the simple average of tariff discovered and contracted by GUVNL through competitive bidding process for non-Park based solar projects in the preceding six months period, i.e., either April to September or October to March as the case may be, from the date on which the PPA is executed. The same shall remain fixed for the entire term of the agreement.
- 9.4.7 No banking charges shall be applicable.
- 9.4.8 In case of Projects set up for third party sale, Cross Subsidy Surcharge and Additional Surcharge shall be applicable similar to normal open access consumers as determined by the Commission from time to time.
- 9.4.9 Transmission and Wheeling charges and losses as determined by the Commission shall be levied as applicable depending on the location of the plant and the point of consumption.

9.5 SOLAR PROJECTS FOR RPO COMPLIANCE

- 9.5.1 Consumers shall be allowed to set up projects to fulfill their RPO requirements regardless of their contracted demand subject to the provisions of Regulation 6.2 and other provisions of these Regulations. For such projects the energy accounting shall be done on a 15 minute time block basis.
- 9.5.2 The surplus solar energy purchased by Distribution Licensee from captive / third party solar projects shall be considered for fulfilling RPO of such Distribution Licensee.
- 9.5.3 The surplus energy injected into the Grid shall be compensated by Distribution Licensee at 75% of the simple average of tariff discovered

and contracted by GUVNL through competitive bidding process for non-park based solar projects in the preceding six months 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.

9.5.4 Excess drawl by consumer from the grid, if any, after giving set off shall be charged by Distribution Licensee at applicable tariff of respective category of consumer as determined by the Commission from time to time.

9.5.5 No banking charges shall be applicable.

12) **Amendment in Regulation-12 Applicability of other charges:**

An amendment in Regulation 12.1 shall be made by adding the word “captive use” between the words “Eligible Consumer’s premises” and “shall be exempted from transmission charge, transmission loss.....”

The following new Regulation 12.2 on Wheeling and Transmission of electricity and Regulation 12.3 on Cross Subsidy Surcharge and Additional Surcharge shall be added/inserted after Principal Regulation 12.1.

12.2. WHEELING & TRANSMISSION OF ELECTRICITY:

12.2.1 Whenever wheeling/transmission of power for captive consumption/ third party sale shall be allowed with open access permission by the licensee, in such condition, transmission charges, transmission losses, wheeling charges and unit losses as applicable to normal open access consumers shall be applied.

While in case of energy generated from solar power projects is consumed by the consumer/prosumer with same point of injection and consumption within the same premises without use of grid, no transmission/wheeling charges and losses shall be applied.

12.3 CROSS SUBSIDY SURCHARGE AND ADDITIONAL SURCHARGE

12.3.1 Cross Subsidy Surcharge and Additional Surcharge shall not be applicable in case of Captive Projects. In case of projects set up for Third Party sale, Cross Subsidy Surcharge and Additional Surcharge shall be equal to charges for normal open access consumers. These charges shall be applicable as determined by the Commission from time to time.

13) Metering Arrangement

The following new Regulation 13.7 on Metering Arrangement shall be added after Principal Regulations after Regulation 13.6:

13.7 In case of consumers having contracted load / sanctioned demand not exceeding 1 MW, Distribution licensees may allow installation of non-ABT meters at consumer level reprogrammed at consumer's cost as per the energy accounting requirement.

14) Penalty or Compensation:

The following new Regulations on “Un-authorized installation of additional Solar Modules or replacement of Solar Module without approval of Distribution Licensee attract” to be inserted after Regulation 16.

16.1 Replacement/Repairing of parts of the existing Solar Rooftop Projects

In case of existing Solar Rooftop Power Project whenever any Solar PV modules/inverters or any part is damaged or not working, the Solar

Rooftop Power Project owner may replace such part of Solar Rooftop Power Plant. In case the Solar PV modules/inverters or other parts of the Project are not available of earlier capacity of such part when the plant was commissioned and made operative, in such condition, the parts which are damaged or defective can be replaced with the parts which will be available at relevant time of replacement of such part. The Solar Rooftop Power Project owner shall intimate immediately to the licensee about the replacement of Solar PV modules or any parts for information and records of the licensee. The licensee shall verify such replacement of Solar PV modules or other parts, within 30 days, from the receipt of such application from the Solar Rooftop owner, failing which will be deemed as approved by the licensee.

16.2 Addition in capacity of Solar Rooftop Plants by owner without approval of the licensee

The addition of Solar Modules after commissioning of Solar Power Plant by consumer/Solar Power Generator for which Agreement for Sale/Purchase signed between the Solar Project Developer/Distribution licensee or Consumer/Prosumer will be considered as 'Un-authorized Capacity Addition'. It shall attract penalty for utilization of generation from such plant at twice the applicable tariff for such Solar Developer/Consumer for the period of such additional capacity and equipments of Solar Power Plant to the extent of added unauthorized solar power plant capacity.

16.3 Installation and connectivity of Solar Rooftop Project with the licensee network without any approval/permission

Any installation of new Solar Rooftop Project without approval of concerned distribution licensee shall be qualified as unauthorized connection/use and it shall attract penalty for utilization of generation

from such plant at twice of the applicable tariff for such Solar Developer/Consumer for the period of such capacity and equipments of Solar Power Plant to the extent of unauthorized solar power plant capacity connected without approval of licensee and such equipments of solar power plant shall liable to be removed.

Sd/-
[Roopwant Singh, IAS]
Secretary
Gujarat Electricity Regulatory Commission
Gandhinagar, Gujarat

Place: Gandhinagar.

Date: 31/05/2022.

In Annexure-I (ABBREVIATIONS)

The Abbreviation SPS – SOLAR POWER SYSTEM inserted between SPV – Solar Photo Voltaic and TVM-Tri-Vector Meter

Inter connection Agreement between Distribution Licensees and Solar Rooftop PV Project Owner

The Distribution Licensee shall consider the relevant/applicable clauses of this Model Agreement and remove other clauses which are not applicable while executing any agreement with consumers/prosumers.

Net Metering/Gross-Metering Inter Connection Agreement

This Agreement is made and entered into at (location)___ on this (date) ____ day of (month)____ year ____ between the Consumer/Prosumer/Solar Power System (SPS) developer under third party sale, by the name of ----- having premises at (address) _____ as first party

AND

_____ (Name of the Distribution Licensee), Company registered under the Companies Act 1956/2013 and functioning as the “Distribution Licensee” under the Electricity Act 2003 having its Head Office at, _____ (hereinafter referred to as __ or Distribution Licensee which expression shall include its permitted assigns and successors) a Party of the Second Part.

“AND, WHEREAS _____ (name of the consumer/Prosumer/SPS developer under third party sale) desires to set-up such Solar Photovoltaic Rooftop System of __ kW at _____ connected with (Name of the Distribution Licensee)’s grid at ____ Voltage level for his/her/its own use or sale to consumers under third party sale to Distribution Licensee within the same premises using the same point of supply”.

WHEREAS, the Gujarat Energy Development Agency (GEDA)/ Gujarat Urja Vikas Nigam Limited through letter dated _____ has registered for developing and setting up ____ kW own Rooftop Solar PV System for his/her/its own use, third party sale or sale to

licensee under Gujarat Solar Power Policy – 2021 read with Order No. 03 of 2020 dated 08.05.2020 and Orders dated 11.06.2021 & 06.07.2021 in Petition No. 1936 of 2021 at his/her/its premises in legal possession or premises at rental basis including rooftop or terrace.

AND WHEREAS, the Distribution Licensee agrees to provide grid connectivity to the Consumer/Prosumer/SPS developer under third party sale for injection of the electricity generated from his Rooftop Solar PV System of capacity ___ kilowatts (kW) into the power system of Distribution Licensee 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/Prosumer/SPS developer under third party sale which includes-

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

Both the parties hereby agree as follows:

1. Eligibility

- 1.1 Consumer/Prosumer/SPS developer under third party sale shall own the Rooftop Solar PV System set up on its own premises or premises in his legal possession, on lease or rental basis.
- 1.2 Consumer needs to consume electricity generated from the Solar Power System set up in the same premises using same point of supply where Rooftop Solar PV System is set up.
- 1.3 Consumer/Prosumer/SPS developer under third party sale shall ensure capacity of Rooftop Solar not to exceed than the limit specified in the Regulations. If it is violated then provisions of unauthorized use shall be applicable and consumer/prosumer/SPS developer shall be penalized as per the provisions of these Regulations.
- 1.4 Consumer/Prosumer/SPS developer under third party sale has to meet the standards and conditions as specified in Gujarat Electricity Regulatory Commission Regulations and Central Electricity Authority Regulations and provisions of Government of Gujarat's Solar Power Policy, 2021 for being integrated into grid/distribution system.
- 1.5 Prosumer shall inject the electricity generated from Solar Power System into the grid to supply/sale to the Distribution Licensee.

2. Technical and Interconnection Requirements

- 2.1 Consumer/Solar Project Developer under third party sale agrees that his/it Rooftop Solar PV System and Net Metering System will conform to the standards and requirements specified in the Policy, Regulations and Supply Code as amended from time to time.

- 2.2 Prosumer agrees that his/it Rooftop Solar PV System and Gross Metering System will conform to the standards and requirements specified in the Electricity Rules, Policy, Supply Code and Regulations notified by the Commission as amended from time to time.
- 2.3 Consumer/Solar Power System Developer under third party sale/Prosumer agrees that he/she/it has installed or will install, prior to connection of Rooftop 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/ Solar Power System Developer under third party sale/Prosumer agrees that in case of non-availability of grid, Rooftop Solar Photovoltaic System will disconnect/isolate automatically and his/it plant will not inject power into the Licensee's distribution system.
- 2.4 All the equipments connected to the distribution system shall be compliant with relevant International (IEEE/IEC) or Indian Standards (BIS) and installations of electrical equipments must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010 as amended from time to time.
- 2.5 Consumer/ Solar Power System Developer under third party sale/Prosumer agrees that licensee will specify the interface/inter connection point and metering point.
- 2.6 Consumer/ Solar Power System Developer under third party sale/Prosumer and 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 fulfill Distribution Licensee's obligation to maintain a safe and reliable distribution system, Consumer/Prosumer/Solar Power System Developer under

third party sale agrees that if it is determined by the Distribution Licensee that Consumer's/ Prosumer's/Solar Power System Developer's Rooftop Solar Photovoltaic System either causes damage to and/or produces adverse effects affecting other consumers or Distribution Licensee's assets, Consumer/Prosumer/SPS Developer will have to disconnect Rooftop 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/Solar Power System Developer under third party sale 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 Rooftop 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

- 3.1 The Consumer/Prosumer/Solar Power System Developer under third party sale 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 Rooftop Solar Photovoltaic Systems, 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.

5. Liabilities

- 5.1 Consumer/Prosumer/Solar Power System Developer under third party sale shall indemnify Distribution Licensee for damages or adverse effects from his negligence or intentional misconduct in the connection and operation of Rooftop Solar Photovoltaic System.
- 5.2 Distribution Licensee shall not be liable for delivery or realization by the Consumer/Prosumer/Solar Power System Developer under third party sale 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 Rooftop Solar PV System set up by the project developer under third party sale or owned and operated by (i) Residential Consumers, (ii) Projects set up under Captive or Third Party, (iii) Projects set up under RPO or REC mechanism toward 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 Rooftop Solar PV System.

(b) In case of Industrial, Commercial, Government Institutions and other consumers-

(i) Projects set up under Captive or Third Party Sale:

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

(ii) Projects set up under RPO or REC Mechanism:

ABT compliant meter having 15 minute integration shall be installed.

Provided that separate generation meter shall be installed in all projects irrespective of arrangement i.e. net metering or gross metering.

7. Commercial Settlement

All commercial settlements under this agreement shall be as per GERC (Net Metering Rooftop Solar PV Grid Interactive Systems) Regulations, 2016 amended from time to time and Order No. 3 of 2020 dated 08.05.2020 and Suo-Motu Order No. 06 of 2020 dated 05.08.2020 of the Gujarat Electricity Regulatory Commission and any subsequent orders in this regard.

In case of the energy injected from Solar Power System set up by the prosumer sale to Distribution Licensee under gross metering arrangement shall be purchased by the Distribution Licensee at the rate mechanism decided and specified by the Commission in its Order dated 08.08.2019 in Petition No. 1802 of 2019, pertaining to tariff for the Solar Power Projects set-up under “Policy for Development of Small Scale Distributed Solar Projects – 2019” as under:

“Applicable Tariff

Tariff applicable shall be as per following mechanism:

The tariff contracted in the competitive bidding process conducted by GUVNL at which PPAs are signed for procurement of Solar Power from projects located outside Solar Park prevailing as on 31st March (computed based on simple average of such tariff discovered and contracted over six months ending on 31st March) of any given year with an addition of Rs. 0.20 per unit shall be the applicable tariff at which the PPAs shall be signed during the immediately succeeding period of April to September by Obligated Entities with these Solar Projects under these Regulations and similarly the contracted tariff prevailing as on 30th September of any given year (computed based on simple average of such tariff discovered and contracted over six months ending on 30th September) with an addition of Rs. 0.20 per unit shall be the applicable tariff for PPAs to be signed during the immediately succeeding period of October to March. The Rs. 0.20 per unit addition in tariff is allowed for Rs. 0.12 per unit for

saving in transmission loss as power will be injected in distribution grid and Rs. 0.08 per unit is to compensate for expensive land cost, higher capital investment and maintenance cost due to small size of projects.

The above mentioned tariff shall be applicable for a PPA term of 25 years from Commercial Operation Date of the Projects.”

The commercial settlement will be as follows:

7.1 GROSS METERING ARRANGEMENT:

The gross solar energy generated and registered in the Solar generation meter during billing cycle shall be compensated by the Distribution Licensee at the rate determined by the Commission in its Order 08.08.2019 in Petition No. 1802 of 2019 for Solar Power Projects set up under “Policy for Development of Small Scale Distributed Solar Projects – 2019”.

7.2 For Residential and Government Consumers:

- (i) In case of Residential Consumers, the Energy Accounting shall be carried out on Billing Cycle basis.
- (ii) “In case of net export (net injection) of energy by the consumer to distribution grid during billing cycle, the Distribution Licensee shall compensate for surplus power, after giving set off against consumption during the billing period, at following rates:
- (iii) In case of self-owned systems and SURYA Gujarat scheme consumers:
 - (a) At Rs.2.25 / 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 six months 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.

(b) In case of Third-Party Sale covered under Clause 9.2 -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 six months 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 agreement.

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

7.3 For the projects set up under Captive use:

- (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 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 rates (SIC).
- (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 six months 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 six months 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 by 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.

7.4 For the projects set up under third party sale:

- (i) In case of solar projects set up by HT / EHV consumers, 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. The surplus energy after the specified period shall be purchased by Distribution licensee at rates specified under these Regulations.
- (ii) In case of solar projects set up by LT demand-based consumers, the energy setoff shall be allowed between 07.00 hours to 18.00 hours basis of the same billing cycle meaning thereby, the generated solar energy during 7:00 hours to 18:00 hours of a 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. While in case of Solar Rooftop project set up by other than demand based LT consumers the energy generated shall be given set-off on billing cycle basis.
- (iii) The surplus energy injected into the Grid during the above mentioned set-off period shall be compensated by Distribution Licensees at 75% of the simple average of tariff discovered and contracted by GUVNL through competitive bidding process for non-park based solar projects in the preceding six months 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.

- (iv) Excess drawl of electricity by consumer from the grid, if any, after giving set off shall be charged by Distribution Licensee at applicable tariff of respective category of consumer as determined by the Commission from time to time.
- (v) No Cross Subsidy Surcharge and Additional Surcharge shall be applicable in case of captive consumption. But, in case of third party sale projects, both these charges shall be applicable. These surcharges shall be similar to normal open access consumers as determined by the Commission from time to time.
- (vi) 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 Charge of Rs.1.10 per unit on Solar Energy Consumed shall be applicable. Banking Charges shall not be applicable to government buildings.

7.5 For the projects set up under REC mechanism:

- (i) Developers may set up solar power projects under the REC mechanism in accordance with the administrative procedure regarding registration and accreditation, as decided by the Central Electricity Regulatory Commission (CERC), and as amended from time to time.
- (ii) In case of projects to be set up for captive/third party sale under REC mechanism, installation of solar projects up to sanctioned load/contract demand shall be allowed subject to the provision of Regulation 6.2 and other provisions of these Regulations.
- (iii) The energy accounting for the projects set up under REC mechanism shall be carried out on 15-minute time block basis.
- (iv) In case of projects set up for captive/third party sale under REC mechanism, surplus energy after giving set-off on 15 min time block basis, shall be

compensated by Distribution Licensees at 65% of the simple average of tariff discovered and contracted by GUVNL through competitive bidding process for non-park based solar projects in the preceding six months 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 by consumer from the grid, if any, after giving set off shall be charged by Distribution Licensee at applicable tariff of respective category of consumer as determined by the Commission from time to time.
- (vi) In case Distribution Licensee agrees to purchase the electricity component of power from a project under REC mechanism, the applicable tariff payable by Distribution Licensees shall be, 65% of the simple average of tariff discovered and contracted by GUVNL through competitive bidding process for non-Park based solar projects in the preceding six months period, i.e., either April to September or October to March as the case may be, from the date on which the PPA is executed. The same shall remain fixed for the entire term of the agreement.
- (vii) No banking charges shall be applicable.
- (viii) In case of Projects set up for third party sale, Cross Subsidy Surcharge and Additional Surcharge shall be applicable similar to normal open access consumers as determined by the Commission from time to time.

7.6 For the projects set up for RPO compliance:

- (i) Consumers shall be allowed to set up projects to fulfill their RPO requirements regardless of their contracted demand. For such projects the energy accounting shall be done on a 15 minute time block basis.

- (ii) The surplus solar energy purchased by Distribution Company from captive/third party solar projects shall be considered for fulfilling RPO of such Distribution Licensee.
- (iii) The surplus energy injected into the Grid shall be compensated by Distribution licensee at 75% of the simple average of tariff discovered and contracted by GUVNL through competitive bidding process for non-park based solar projects in the preceding six months 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.
- (iv) Excess drawl by consumer from the grid, if any, after giving set off shall be charged by Distribution Licensee at applicable tariff of respective category of consumer as determined by the Commission from time to time.
- (v) Cross Subsidy Surcharge and Additional Surcharge shall not be applicable in case of captive consumption. For third party sale projects, both the charges shall be applicable. These surcharges shall be similar to normal open access consumers as determined by the Commission from time to time
- (vi) No banking charges shall be applicable.

8. Connection Costs

8.1 The Consumer/ Prosumer/Solar Power System Developer under third party sale shall bear all costs related to setting up of Rooftop Solar Photovoltaic System including metering and inter-connection. The Consumer/Prosumer/Solar Power System Developer under third party sale 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/Solar Power System Developer under third party sale shall complete all inspections and tests finalized in consultation with the (Name of the Distribution license) and if required Gujarat Energy Transmission Corporation Limited (GETCO) to which his equipment is connected. Consumer/ Prosumer/Solar Power System Developer under third party sale shall make available to Distribution Licensee all drawings, specifications and test records 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 the operation of the Rooftop 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 dispute between the Parties is not settled through mutual negotiations within 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/Solar Power System Developer under third party sale can terminate agreement at any time by giving 90 days prior notice to Distribution Licensee.

12.2 Distribution Licensee shall have right to terminate Agreement with 30 days prior written notice, if Consumer/Prosumer/Solar Power System Developer under third party sale commits breach of any of the terms of this Agreement and does not remedy the breach.

12.3 Consumer/Prosumer/Solar Power System Developer under third party sale shall upon termination of this Agreement, disconnect the Rooftop Solar Photovoltaic System from Distribution Licensee’s distribution system within one week to the satisfaction of 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 (Name of Distribution Licensee): * Additional C.E.(R&C) ___ Gujarat Vij Company Limited/Equivalent Authority,	In respect of the Consumer/ Prosumer/ Solar Power System Developer under third party sale (_____)
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Authorised person by the Distribution Licensee ...

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

<p>FOR AND ON BEHALF OF Distribution Licensee</p> <p>_____</p> <p>Authorized Signatory</p> <p>WITNESSES</p> <p>1. _____ (_____)</p> <p>2. _____ (_____)</p>	<p>FOR AND ON BEHALF OF THE PROJECT OWNER</p> <p>_____</p> <p>Authorized Signatory</p> <p>WITNESSES</p> <p>1. _____ (_____)</p> <p>2. _____ (_____)</p>
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