



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No. : IN-KA93331381658010P  
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Account Reference : NONACC (FI)/ kacrsf108/ CHAMARAJA NAGAR2/ KA-CJ  
Unique Doc Reference : SUBIN-KAKACRSFL0835509714619248P  
Purchased by : H M NANJUNDASWAMY  
Description of Document : Article 12 Bond  
Description : AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : H M NANJUNDASWAMY  
Second Party : A E E CESC SUB DIVISION SANTHEMARAHALLI  
Stamp Duty Paid By : H M NANJUNDASWAMY  
Stamp Duty Amount(Rs.) : 200  
(Two Hundred only)



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### POWER PURCHASE AGREEMENT FOR ROOFTOP SOLAR PV PLANTS WITH NET METERING ARRANGEMENT

This Power Purchase agreement is entered into at Santhemarahalli on this 7<sup>th</sup> day of March 2017 between Chamundeshwari Electricity Supply Company Limited (CESCOM), a Government of Karnataka undertaking, a Company formed and incorporated in India under the Companies Act-1956, with its registered office located at Mysore, Karnataka State, represented by Assistant Executive Engineer, Sub - Division, CESCOM, Santhemarahalli, hereinafter referred to as the "CESCOM", (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) as party of the first part

AND

*H.M. Nanjundaswamy*  
[H.M. NANJUNDASWAMY]

[RAJU.M]  
ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ನಿರ್ದೇಶಕರು  
ಜಿ.ಎ.ಸಿ.ಸಿ. ಕಾ.ನಿ.ವಿ. ಉಪ-ವಿಭಾಗ  
ಸಂತೆಮರಾಹಳ್ಳಿ

H. M. Nanjundaswamy the consumer of CESCO at Mallikarjuna kalyana mantapa, Chamrajanagar road, Santhemarahalli - 571115, hereinafter referred to as the "Seller" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) as party of the second part.

Whereas,

- a. The Seller intends to connect and operate the Solar Roof Top Photo Voltaic (SRTPV) system with CESCO's HT/LT Distribution system for sale of Solar Power to CESCO in terms of the Karnataka Electricity Regulatory Commission (KERC) Order No. S/03/01 dated: 2.5.2016 as amended from time to time.
- b. The Seller intends to install a SRTPV system of 20 kWp capacity on the existing roof top of the premises situated at **Mallikarjuna kalyana mantapa, Chamrajanagar road, Santhemarahalli - 571115** and bearing RR. No SKC - 166 in the same premises under **Santhemarahalli** Sub-Division of CESCO.
- c. The Seller intends to sell the energy generated from the SRTPV system to CESCO on net metering concept, from the date of commissioning of the SRTPV system.
- d. CESCO intends to purchase the energy generated by such SRTPV system, on net metering concept, at the tariff determined by the KERC.

Now therefore, in consideration of the foregoing premises, the parties hereto, intending to be legally bound hereby agree as under:

H. M. Nanjundaswamy  
[H. M. NANJUNDASWAMY]

[RAJU. M]  
ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಮಂಡಳಿಯು (2)  
ಸಿಬ್ಬಿ ಉಪ ನಿರ್ದೇಶಕ,  
ಸಂಪನ್ಮೂಲ

### Technical and Interconnection Requirements:

Seller shall ensure his SRTPV system complies with the following technical and interconnection requirement and shall:

- 1.1 Comply with the applicable standards and conditions in respect of integrating the SRTPV system with the distribution system.
- 1.2 Connect and operate the SRTPV system to CESCO's distribution system in accordance with the State Grid Code and Distribution Code as amended from time to time.
- 1.3 Install, prior to connection of SRTPV system to CESCO's distribution system, an inverter with an automatic inbuilt isolation device.
- 1.4 Provide external manual isolation mechanism with suitable locking facility so that SRTPV system will not back-feed into the CESCO's network in case of power outage of the CESCO's distribution system, and it shall be accessible for CESCO to operate, if required, during maintenance / emergency conditions.
- 1.5 Install all the equipment of SRTPV system compliant with relevant International (IEEE/IEC) and Indian standards (BIS).
- 1.6 (a) SRTPV system shall be designed, engineered and constructed and operated by the seller or any other person on his behalf, with reasonable diligence subject to all applicable Indian laws, rules, Regulations as amended from time to time and orders having the force of law.  
(b) The seller shall commission the SRTPV system within six months from the date of approval of the PPA.
- 1.7 Adhere to the following power quality measures as per the International and Indian standards and/or such other measures stipulated by KERC/CESCO:
  - a. Harmonic current: Harmonic current injections from a generation unit shall not exceed the limits specified in IEEE 519.
  - b. Voltage at the injection point should be in the operating range of 80% to 110% of the nominal connected voltage.
  - c. Flicker: Operation of Photovoltaic system shouldn't cause voltage flicker in excess of the limits stated in the relevant sections of IEC standards or other equivalent Indian standards, if any.
  - d. Frequency: When the system frequency exceeds the upper limit specified in the IECG, as amended from time to time, the SRTPV system shall shift to island mode.

H. P. D. [Signature]  
[CH. M. NANJUNDASWAMY]

[Signature] [RAJUM]  
[Signature]



- e. DC Injection: Photovoltaic system should not inject DC power more than 0.5% of full rated output at the interconnection point or 1% of rated inverter output current into distribution system under any operating conditions.
- f. Power Factor: While the output of the inverter is greater than 50%, a lagging power factor of greater than 0.9 shall be maintained.
- g. The SRTPV system in the event of voltage or frequency variations must island/disconnect itself as per IEGC/KEGC Regulations within the stipulated period.

**2. Safety:**

The seller shall comply with the following safety measures:

- 2.1 The seller shall comply with the Central Electricity Authority (Measures Relating to Safety and Electricity Supply) Regulations 2010.
- 2.2 The seller shall ensure that, the design, installation, maintenance and operation of the SRTPV system are in a manner conducive to the safety of the SRTPV system as well as the CESCO's distribution system.
- 2.3 If the Seller's SRTPV system either causes damage to and/or produces adverse effects on the other consumers' or CESCO's assets, Seller will disconnect SRTPV system immediately from the distribution system by himself or upon directions from the CESCO and rectify the same at his own cost before reconnection.

**3. Clearances and Approvals**


The Seller shall obtain CESCO's and other statutory approvals and clearances before connecting the SRTPV system to the distribution system.


**4. Access and Disconnection**

- 4.1 CESCO shall have access to metering equipment and disconnecting device of SRTPV system, both automatic and manual, at all times.
- 4.2 In emergency or outage situation, where there is no access to a disconnecting device either automatic or manual, the CESCO shall have the right to disconnect power supply to the premise.

**5. Liabilities**

The Seller shall be solely responsible for availing any fiscal or other incentive provided by the State/ Central government, at his own expenses.

  
[H.M. NANJUNDASWAMY]

  
[RAJU.M]  
ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸಾರ್ವಜನಿಕ ಸಂಪನ್ಮೂಲ ಸಚಿವರು  
ಬಿ.ಎ.ಸಿ.ಸಿ.ಸಿ., ಕೆ.ಎ.ಸಿ.ಸಿ.ಸಿ. ಸಂಪನ್ಮೂಲ  
ಸಂಪನ್ಮೂಲ

## Commercial Settlement

### Tariff:

- a. The CESCO shall pay for the Net energy at Rs. 6.61 per KWh as determined by the KERC in the Order dated 2.5.2016, for the term of this agreement.
- b. If for any reason the date of commissioning is delayed, beyond the date of commissioning agreed, the tariff payable by the CESCO shall be lower of the:
  - i) Tariff agreed to in this agreement  
OR
  - ii) Tariff as per the average pooled power purchase cost notified by the Commission prevailing on the date of commissioning.

*Note: The Seller is allowed to install SRTPV system upto 100 % of the sanctioned load.*

- c. The Seller shall pay the Electricity tax and other statutory levies, pertaining to SRTPV generation, as may be levied from time to time.
- d. The seller shall not have any claim for compensation, if the Solar power generated by his SRTPV system could not be absorbed by the distribution system due to failure of power supply in the grid/ distribution system for the reasons, such as line clear, load shedding and line faults, whatsoever.

### 7. Metering:

- 7.1 The seller shall arrange to shift the existing meter to the generation side of SRTPV plant to measure solar power generation and install Bi-directional meter (whole current/CT operated) at the point of interconnection to the distribution system, at a suitable place in the premises accessible for recording export of energy from the SRTPV system to the grid and import of energy to the premises of the consumer from the grid. The bi directional meter shall comply with the Central Electricity Authority (Installation and operation of meters) Regulations, 2006 and shall have the following features:
  - i. Separate registers for recording export and import energy with facility to download by Meter Reading Instrument (MRI).
  - ii. kVA, kW and kVAR measuring registers for both import and export of energy.
  - iii. Meter shall have RS232 (or higher) communication optical port / Radio Frequency (RF) port to support Automatic Meter Reading (AMR).

*H.P. Nandandaswamy*

[H. P. NANTUNDASWAMY]

*[Signature]*

[RAJUM]

SRTPV UNIT, [Address]  
[Address]  
[Address]



8. **BILLING AND PAYMENT:**


- 8.1 CESCO shall issue monthly electricity bill for the net energy on the scheduled date of meter reading.
- 8.2 In case, the exported energy is more than the imported energy, CESCO shall pay for the net energy exported as per Tariff agreed in this agreement within 30 days from the date of issue of bill duly adjusting the fixed charges and electricity duty if any.
- 8.3 In case, the exported energy is less than the imported energy, the seller shall pay CESCO for the net energy imported as per the prevailing retail supply tariff determined by the Commission from time to time.
- 8.4 CESCO shall pay interest at the same rates as is being levied on the consumers for late payment charges in case of any delay beyond 30 (thirty) days period from the date of issue of bill in payment, for the Net energy exported.


*Explanation: Net energy means the difference of meter readings of energy injected by the SRTPV system into the grid (export) and the energy drawn from the grid for use by the seller (import) recorded in the bi-directional meter.*

9. **Term and Termination of the Agreement**

- 9.1 This agreement shall be in force for a period of 25 years from the date of commissioning of the SRTPV system unless terminated otherwise as provided here under.
- 9.2 If the CESCO commits any breach of the terms of the Agreement, Seller shall serve a written notice specifying the breach and calling upon the CESCO to remedy/ rectify the same within 30 (thirty) days or at such other period and at the expiry of 30 (Thirty) days or such other period from the delivery of the notice, Seller may terminate the agreement by delivering the termination notice, if the CESCO fails to remedy/ rectify the same.
- 9.3 If the Seller commits any breach of the terms of the Agreement, CESCO shall serve a written notice specifying the breach and calling upon the seller to remedy/ rectify the same within 30 (thirty) days or at such other period and at the expiry of 30 (Thirty) days or such other period from the delivery of the notice, CESCO may terminate the agreement by delivering the termination notice, if the seller fails to remedy/ rectify the

ation of this Agreement, seller shall cease to supply power to the distribution  
injection of power shall not be paid for by the CESCOs.

  
[ H.M. NANJUNDASWAMY ]

 [ RAJU.M ]  
ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಧಿಕಾರಿ  
ಪ್ರಾ.ವಿ.ಸಂ.ನಿ.ನಿ. ಕಾ & ಪಾ. ಉಪ-ವಿಭಾಗ  
ಸಂಪನ್ಮೂಲ

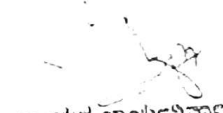
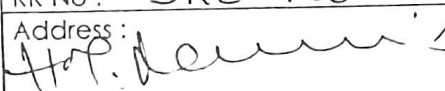
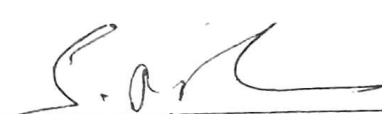
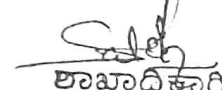
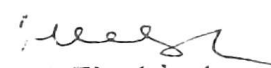
### Dispute Resolution:

All the disputes between the parties arising out of or in connection with this agreement shall be first tried to be settled through mutual negotiation.

The parties shall resolve the dispute in good faith and in equitable manner.

In case of failure to resolve the dispute, either of the parties may approach the appropriate Forum of law.

IN WITNESS WHEREOF, the Seller and the CESCO have entered into this Agreement executed on the date and year first set forth above.

For AND ON BEHALF OF	
<b>Chamundeshwari Electricity Supply Company Limited (CESCOM)</b>	<b>SELLER</b>
By: (Name) <u>RAJU. M.</u>	By: (Name) <u>H. M. NANJUNDASWAMY.</u>
Designation: <u>A.E.E.</u>	RR No: <u>S.K.C-166</u>
 ಸಹಾಯಕ ಜಾಯ್ನಿನಿವಾರ್ಹಕ ಜಾ.ವಿ.ಪ್ರ.ನಿ.ನಿ., ಕಾ & ಪಾ. ಉಪ-ವಿಭಾಗ ಸಂಕೇತಮಂತ್ರ	Address:  <u>MALLIKARJUNA KALYANA</u> <u>MANTARA, CHAMARAJANAGAR</u> <u>ROAD, SANTHEMARAHALLI.</u> <u>-571115</u>
<b>WITNESS</b>	<b>WITNESS</b>
In Presence of	In Presence of
Name: <u>Ramesh J D</u>	Name: <u>NASIR KHAN.</u>
Designation: <u>A.E.E. S.M. Halki</u>	Address: <u>NASIR KHAN</u> <u>POWER POINT</u> <u>Govt. Lib.</u> <u>Chamarajanagar</u> <u># 85, Chamara...</u>
	<b>WITNESS</b>
<b>WITNESS</b>	<b>WITNESS</b>
In Presence of	In Presence of
Name: <u>Satish A</u>	Name: <u>MAHESH</u>
Designation: <u>JE</u>	Address: <u>ELECTRICAL CONTRACTOR</u>
 ಶಾಖಾಧಿಕಾರಿ ಸೆಸ್ಕೋ ಕುಮಟಾ	 <u>M.S.M. Electricals</u> <u>Govt. Approved Electrical Contractor</u> <u>Udigala, Chamarajanagar Tq.</u>