

2.2 The seller shall ensure that, the design and operation of the SRTPV system are in a manner conducive to the safety of the SRTPV system as well as the distribution system.

2.3 If the Seller's SRTPV system either causes damage to and/or produces adverse effect on other consumers' or CESC's assets, Seller will disconnect SRTPV system immediately from the distribution system by himself or upon directions from the CESC and rectify the same at his own cost.

### 3. Clearances and Approvals

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

### 4. Access and Disconnection

4.1 CESC 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, automatic or manual, the CESC shall have the right to disconnect power supply to the SRTPV 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.

### 6. Commercial Settlement

#### 6.1 Tariff:

a. The CESC shall pay for the Net energy at **Rs. 3.56 per** K Wh as determined by the CESC 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 CESC shall be lower of the:

i) Tariff agreed to in this agreement

OR