

- 4.2 In emergency or outage situation, where there is no access to a disconnecting device either automatic or manual, the CESC, Mysore shall have the right to disconnect power supply to the premises.

5. Liabilities

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

6. Commercial Settlement-

6.1 Tariff:

- i) The CESC, Mysore shall pay for the Net energy of Rs 3.99 [Rupees Three and Ninety Nine Paise only] per kWh, as determined by the KEPC in the Order dated 18.05.2018, for the term of this agreement.
- ii) If for any reason the date of commissioning is delayed, beyond the date of commissioning agreed, The tariff payable by the CESC, Mysore shall be lower of the:
 - a) Tariff agreed to in this agreement
OR
 - b) Any revised tariff, determined by the Commission, prevailing on the date of commissioning
OR
 - c) 90% of the tariff agreed to in this agreement.
- iii) The Seller, shall pay the Electricity tax and other statutory levies, pertaining to SRTPV generation, as may be levied from time to time.
- iv) 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.

Metering:

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: