

Model Agreement of Net Billing or Net Feed-in Arrangement

This Agreement is made and entered into on this [date] day of [month], [year], at [location], between the Prosumer identified below, hereinafter referred to as the "Prosumer," and the Distribution Licensee identified below, hereinafter referred to as the "Licensee."

1. Parties

(1) The Prosumer:

Name:

Address:

Consumer No.:

(2) The Licensee:

Name:

Address:

2. Background

Whereas the Prosumer having contract demand or sanctioned load of [in kW] has applied to the Licensee for approval of a Net Billing Arrangement under the provisions of the West Bengal Electricity Regulatory Commission (Grid Interactive Rooftop Solar PV System for Prosumers) Regulations, 2025 ("Grid-Interactive Rooftop Solar PV Regulations") and sought permission to inject surplus solar power from its Grid-Interactive Rooftop Solar PV system of [capacity in kilowatt] to the Licensee's distribution Network;

Whereas the Licensee has agreed to allow the injection of energy generated from the Grid-Interactive Rooftop Solar PV System of [capacity in kilowatt] of the prosumer;

3. Agreement

The Parties hereby agree as follows:

- (1) The Prosumer shall fulfil the eligibility criteria specified in the WBERC (Grid-Interactive Rooftop Solar Photovoltaic System for Prosumer) Regulations, 2025.
- (2) The Distribution Licensee shall provide Interconnection of solar Photovoltaic systems of prosumers as per Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations, 2013 as amended from time to time.
- (3) The prosumer shall maintain standards for Grid Interactive Rooftop Solar Photovoltaic System as per Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations, 2013 as amended from time to time.
- (4) The Licensee shall provide Metering of the Grid Interactive Rooftop Solar

Photovoltaic System of the prosumer / the prosumer agrees to provide meters as per Central Electricity Authority (Installation and Operation of Meters), Regulations 2006 as amended from time to time.

- (5) The prosumer shall ensure that the Grid Interactive Rooftop Solar Photovoltaic System complies with Central Electricity Authority (Measures Relating to Safety and Electricity Supply) Regulations, 2023 as amended from time to time.
- (6) The prosumer shall obtain any statutory approvals and clearances that may be required under any statute or regulation framed thereunder, before connecting the Grid Interactive Rooftop Solar Photovoltaic System to the distribution Network.
- (7) This Agreement shall be valid for 25 years or upto the useful life of GIRSPV system whichever is earlier from the date of signing but may be terminated prematurely by Prosumer giving 90(ninety) days 'notice.
- (8) Licensee may terminate this agreement by giving 30 days' notice, if the prosumer breaches any terms of this Agreement or the provisions of the West Bengal Electricity Regulatory Commission (Grid Interactive Rooftop Solar Photovoltaic System for Prosumers) Regulations, 2025 and does not remedy such breach within 30 days, or such other reasonable period as may be provided, of receiving notice of such breach, or for any other valid reason communicated by the Licensee in writing.
- (9) Licensee may terminate this agreement by giving 30 days' notice if the prosumer fails to pay dues in a timely manner or indulges in any malpractices.
- (10) The agreement stands terminated as and when the consumer status ceases to exist.
- (11) The Prosumer shall provide access to the Licensee to the metering equipment and disconnecting devices of Rooftop Solar Photovoltaic System.
- (12) The Interconnection point with the WBSEDCL's system will be immediate after the generation meter.
- (13) In case of inaccessibility of meter:
 - Assessment of drawal energy in prosumer mode including energy export (Net-meter) shall be computed based on the provision as laid down in the West Bengal Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2013 as amended.
 - Assessment of Solar generation energy shall be computed on the basis of average generation and other parameters for the preceding months or during any previous period that may be reasonably comparable.
Provided where the actual Solar generation of previous months/period is not available, adjustment of Solar generation will be done on availability of actual generation during meter reading.
 - Inaccessibility of meter for Reading normally shall not be allowed for more than one (01) consecutive billing cycle beyond which net metering arrangement shall be withdrawn.

(14) In case of defective /defunct / defect in metering circuit of Prosumer meter, assessment of drawal energy in prosumer mode including energy export (Net-meter) shall be computed based on the provision as laid down in the West Bengal Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2013 as amended.

(15) In case of defective /defunct / defect in metering circuit of Generation meter assessment of generation energy shall be computed on the basis of average generation and other parameters for the preceding three months or during any previous period that may be reasonably comparable before the meter has been found to be defective or defunct.

(16) If prosumer fails to generate Solar Generation within one year from the date agreement under these procedures or discontinue the solar generation for more than one year for any reason(s) whatsoever then such agreement shall be automatically cancelled.

(17) If, in an emergent or outage situation, the Licensee cannot access the disconnecting devices of the Rooftop Solar Photovoltaic System it may disconnect the power supply to the premises.

(18) The commercial settlements under this Agreement shall be in accordance with the West Bengal Electricity Regulatory Commission (Grid Interactive Rooftop Solar Photovoltaic System for Prosumers) Regulations, 2025.

Illustration of Net Billing:

Amount to be billed to a Net Billing prosumer shall be

$$N_{bill} = \{ (B_{imp} - B_{exp}) - B_{bf} \}$$

Where

N_{bill} = Amount to be billed to a Net Billing prosumer

B_{imp} = Energy imported (in kWh) from the grid during the billing period * applicable retail tariff (in Rs./ kWh) including MVCA, if any

B_{exp} = Energy exported (in kWh) to the grid during the billing period * feed-in tariff (in Rs. / kWh)

B_{bf} = Billing credit (in Rs.) brought forward from the previous billing period.

In case $B_{imp} < (B_{exp} + B_{bf})$, then $N_{bill} = 0$ and the billing credit (in Rs) of $(B_{exp} + B_{bf} - B_{imp})$ shall be carried forward to the next billing cycle

- **At the end of the financial year, any outstanding Billing Credit, if any, shall be reset to zero.**

(19) The Prosumer shall bear all costs related to the setting up of the Rooftop Solar Photovoltaic System, including the cost of necessary Meters.

(20) The Prosumer shall be solely responsible for any loss, damage of its GIRSPV System and WBSEDCL shall not be liable for any damage of GIRSPV System.

(21) Both the parties have agreed that the tariffs for supply of electricity to WBSEDCL from the GIRSPV system under this agreement shall be at Rs..... (Feed-In Tariff) and shall be fixed for the entire useful life of the project.

Inwitnesswhereof,

Signature of the Licensee:_____

Signature of Prosumer:_____

Witness No. 1: Signature:_____

Name and Address:

Witness No. 2: Signature:_____
Name and Address: