

Model Agreement of Net Billing Arrangement

This Agreement is made and entered into on this [date] day or [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 ID:

(2) The Licensee

Name:

Address:

2. Background

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

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

3. Agreement

The Parties hereby agree as follows:

- (1) The prosumer shall fulfill the eligibility criteria specified in the West Bengal Electricity Regulatory Commission (Grid Interactive Rooftop Solar Photovoltaic System for Prosumers) Regulations, 2025.
- (2) The Distribution Licensee shall provide Interconnection of Grid Interactive Rooftop 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

- (7) This Agreement shall be valid for years 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. Such right of termination shall be without prejudice to the Licensee's statutory right of disconnection of the supply in the event of - a) theft of electricity by the Prosumer; or b) failure to maintain the required Security Deposit by the Prosumer.
- (10) The agreement stands terminated as and when the consumer status ceases to exist or there is a change of ownership of the premises where the Solar PV system is installed or even otherwise if the consumer relocates to a different premises.
- (11) The prosumer shall provide access to the Licensee to the metering equipment and disconnecting devices of Grid Interactive Rooftop Solar Photovoltaic System.
- (12) If, in an emergent or outage situation, the Licensee cannot access the disconnecting devices of the Grid Interactive Rooftop Solar Photovoltaic System it may disconnect the power supply to the premises.
- (13) 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 x applicable retail tariff (in Rs./kWh) including MVCA, if any

B_{exp} = Energy exported (in kWh) to the grid during the billing period x feed-in tariff (___ 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

- (14) The prosumer shall bear all costs related to the setting up of the Grid Interactive Rooftop Solar Photovoltaic System, including the cost of necessary Meters.
- (15) All disputes arising out of and/or touching and/or concerning the agreement, including the respective rights and remedies of the parties, shall be referred to the concerned GRO of the Licensee who shall settle the disputes in accordance with the provisions of WBERC (Guidelines for Establishment of Forum for Redressal of

Grievances of Consumers and Time and Manner of Dealing with such Grievances by the Ombudsman) Regulations, 2013.

- (16) The Licensee shall not be liable in any manner whatsoever for disconnection of the Solar PV system from the grid when such disconnection has been occasioned by - a) emergent or periodic repairs required to be carried out by the Licensee in respect of its Works; or b) any breach and/or default committed by the Prosumer of the terms of these presents or any statutory provisions; c) conditions of Force Majeure or any other reason beyond the control of the Licensee.

In Witness Whereof,

Signature of the Licensee: _____

Signature of Prosumer: _____

Witness No. 1: Signature: _____

Name and Address:

Witness No. 2: Signature: _____

Name and Address: