Agreement for Distributed Renewable Energy System (DRES) Set up under Virtual Net Metering arrangement

THIS AGREEMENT IS MADE AND ENTERED INTO AT _____ ON THE _____ DAY OF THE _____ MONTHS OF _____

Between

The consumers whose names, consumer numbers, service connection details, premises details, tariff category, contract demand / sanctioned load and respective allocation share are set out in ***Appendix-I*** along with their respective signatures for executing this agreement, being eligible consumers under the Meghalaya State Electricity Regulatory Commission (Grid Interactive Distributed Renewable Energy Sources) (2 of 2026) Regulations, 2026, and having agreed to jointly set up / own / use the Distributed Renewable Energy System (**DRES**) under Virtual Net Metering arrangement, shall collectively constitute the Party of the **First Part** to this Agreement. The said consumers are hereinafter collectively referred to as the "**Eligible Consumers**" or "**Participating Consumers**" or, for administrative identification only, as the "**_____ VNM Consumer Group**". The use of name of such group is for administrative purpose only and all rights, obligations, liabilities and responsibilities under this Agreement shall remain with the individual participating consumers jointly and severally, in accordance with these Regulations and this Agreement.

AND

Meghalaya Power Distribution Corporation Limited, a company registered under the Companies Act, 1956 / 2013 and functioning as a Distribution Licensee under the Electricity Act 2003, having its Head Quarter at Lumjingshai hereafter referred to as "**Meghalaya Power Distribution Corporation Limited**" or "**MePDCL**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns, as the Party of the Second Part.

The Eligible Consumers / Consumer(s) / Prosumer(s) and MePDCL are hereinafter individually referred to as a "Party" and collectively as the "Parties". All material terms not defined under this Agreement shall have the same meaning as prescribed under DRES Regulations defined above.

AND WHEREAS

The DRES first party is covered by the Meghalaya State Electricity Regulatory Commission (Grid Interactive Distributed Renewable Energy Sources) Regulations, 2026 issued by vide Notification No MSERC/DRE-REGULATION/2026/31 dated 30th April 2026.

AND, WHEREAS

The Participating Consumers have, by an authorisation / consent letter annexed as ***Appendix-II***, nominated Shri / Smt. / M/s. _____, Consumer No. _____, as the Lead / Nodal Consumer for the limited purpose of submitting applications, signing this Agreement, communicating with MePDCL, receiving notices, coordinating metering, billing and energy accounting matters, coordinating with MePDCL and Participating Consumers and doing all acts necessary for implementation of the Virtual Net Metering arrangement on behalf of the Participating Consumers as annexed at ***Appendix-I***. It is clarified that such nomination shall be for administrative convenience only and shall not absolve any Participating Consumer from its obligations, liabilities or compliance requirements under this Agreement, the Regulations and other applicable laws.

AND WHEREAS

MePDCL agrees to provide grid connectivity / interconnection and to undertake energy accounting and billing adjustment for the DRES under Virtual Net Metering arrangement, subject to technical

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feasibility, execution of this Agreement, payment of applicable charges and compliance by the Consumer / Prosumer with the applicable Policy, Rules, Regulations, Codes and directions and furnishing of Details of DRES as per ***Appendix-III*** & submission of documents and Technical & Metering Details as per ***Appendix-IV & Appendix-V*** respectively.

AND WHEREAS

The Consumers, the First Party under the Agreement, hereby acknowledges that the present Agreement has been entered into by the both the Parties, taking into account the Notification of the MSERC (Grid Interactive Distributed Renewable Energy Sources) Regulations, 2026 as amended from time to time and the MSERC (Terms & Conditions for Green Energy Open Access) Regulations, 2023 and other applicable Regulations / Order of the MSERC, Parties agree to abide by any Regulations/Orders/decision of the MSERC and further agrees to incorporate requisite modifications and amendments in the Agreement as per the same, if required. The First Party does not dispute the applicability of the MSERC Regulations/Order/directives and must make necessary modifications in the Agreement accordingly.

AND WHEREAS

MePDCL agrees to provide grid connectivity to the Consumers / Prosumers and injection of the electricity generated from their DRES of capacity _____**kWp/MWp** into the power system of MePDCL as per conditions of this agreement and in compliance with the applicable Policy / Rules/ Regulations / Codes (as amended from time to time) by the Consumer which includes-

1. Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023.
2. Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2013 as amended from time to time
3. Central Electricity Authority (Installation and Operation of Meters) Regulation 2006 as amended from time to time.
4. Meghalaya State Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2026 as amended from time to time,
5. Instruction, Directions and Circulars issued by Senior Electrical Inspector from time to time.
6. CEA (Technical Standards for connectivity of the Distributed Generations) Regulations, 2013 as amended from time to time.
7. MSERC (Grid Interactive Distributed Renewable Energy Sources) Regulations, 2026.

It is hereby agreed between the parties as follows:

1. Eligibility and General Conditions

1.1 Each Participating Consumer / Prosumer shall be a consumer of MePDCL and shall own, install, operate and maintain the DRES for supply / allocation of renewable energy to the Participating Consumers under Virtual Net Metering arrangement, subject to the provisions of the Regulations and this Agreement.

1.2 The DRES shall be owned and operated by the Consumer / Prosumer for use under the selected metering arrangement. Where the DRES is owned / operated through a third party / RESCO, the same shall be governed by the applicable provisions of the Regulations and separate agreement / arrangement, wherever required.

1.3 Participating Consumer(s) having pending arrears with MePDCL shall not be eligible to install DRES:

Provided that, where there is a dispute between MePDCL and the consumer, relating to any charge for electricity, such consumers shall be allowed to install DRES pending such resolution of dispute upon deposit of the disputed amount with MePDCL in accordance with Section 56 of the Electricity Act, 2003.

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1.4 The capacity of the DRES shall be within the limits specified in the Regulations and shall be subject to technical feasibility at the point of interconnection.

1.5 The minimum capacity of DRES that can be set up under virtual net metering mechanism shall be 5 kW, while the maximum capacity shall not exceed the combined sanctioned load or contract demand of all the participating consumers.

1.6 The Participating Consumer / Prosumer shall meet all technical, safety, metering, communication, scheduling and energy accounting requirements as specified under the Regulations / Orders of the Commission, CEA Regulations, Grid Code, and directions of MePDCL / State Load Despatch Centre ("**SLDC**").

2. Technical and Interconnection Requirements

2.1 The DRES and metering system shall conform to the technical standards, connectivity requirements and safety requirements specified under the applicable Policy, Meghalaya State Electricity Regulator Commission ("**MSERC**") Regulations, CEA Regulations, and the approved procedures or guidelines of MePDCL.

2.2 The voltage level for interconnection with the grid shall be as specified in the Electricity Supply Code or the voltage level at which the consumer has been given supply by MePDCL.

2.3 The interconnection of the DRES with the network of MePDCL shall be as per the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023 and subsequent amendments thereof, if any.

2.4 The Participating Consumers shall be responsible for safe operation, maintenance and rectification of any defect of the DRES up to the point of generation meter.

2.5 MePDCL shall have the right to disconnect the DRES at any time in the event of threat/damage from such DRES to its distribution system to prevent any accident or damage, without any notice. When DRES is disconnected, MePDCL shall call upon the Prosumers/Consumers to rectify the defect and immediately on such rectification MePDCL shall restore the connection to the DRES concerned.

2.6 The DRES and inverter specifications thereof must comply with the applicable provisions of Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013 and amendments thereof.

2.7 In case of outage on MePDCL system, the DRES shall automatically disconnect / isolate and shall not inject power into MePDCL system, unless special transfer and isolating capabilities have been installed and approved in accordance with applicable standards.

2.8 The Consumers / Prosumers shall install, before interconnection, suitable isolation devices, both automatic and manual, including anti-islanding protection, and shall provide access to MePDCL for operation of such devices wherever required for repair, maintenance, safety or reliable operation of the distribution system.

2.9 The technical specifications of meters, CT/ PT units, communication equipment, protection system, inverter, transformer, cables, breakers and other equipment shall comply with applicable BIS / IEC / IEEE standards, CEA Regulations, MePDCL standards and directions of the Commission / SLDC/MePDCL.

2.10 The Consumers / Prosumers shall adhere to power quality requirements, including harmonics, voltage, frequency, flicker, reactive power and other operating parameters as specified under applicable standards and directions.

2.11 The Consumers / Prosumers shall provide operational data such as voltage, frequency, generation, injection, breaker / isolator position and any other data as required by MePDCL / SLDC / Commission and shall provide online real-time data transfer facility wherever required.

2.12 The Consumers / Prosumers shall not synchronise the DRES with the distribution system unless all technical, protection, metering, safety and communication requirements are complied with and approval for synchronisation / commissioning has been granted by the competent authority.

2.13 The cumulative capacity of DRES allowed to be interconnected with the distribution network (feeder/distribution transformer) shall not exceed 80% of the distribution transformer rated capacity and 100% in respect of the feeder capacity.

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3. Approvals, Clearances and Commissioning

3.1 The Consumers /Prosumers shall obtain and maintain all necessary approvals, permissions, permits and clearances relating to land / premises, electrical safety, grid connectivity, metering, communication, commissioning, operation and maintenance of the DRES.

3.2 The Consumers / Prosumers shall obtain approval from the Senior Electrical Inspector, commissioning certificate from the designated agency, meter / CTPT testing certificate from NABL accredited laboratory, and any other certificate as required by MePDCL or competent authority before commissioning.

3.3 The Consumers / Prosumers shall submit all documents, drawings, single line diagram, earthing diagram, protection scheme, equipment test certificates, connectivity approval, no dues certificate and other documents as required under the Regulations and approved procedure.

3.4 Energy injected prior to commissioning / synchronisation approval shall be treated as inadvertent / lapsed energy and the Consumers / Prosumers shall not be eligible for any monetary compensation for such energy.

4. Safety

4.1 The Consumers / Prosumers shall comply with the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023, as amended from time to time, and all applicable directions of the Senior Electrical Inspector.

4.2 The design, installation, maintenance and operation of the DRES shall be carried out in a manner conducive to the safety of the DRES, distribution system, grid, operating personnel, consumers and the public at large.

4.3 If MePDCL determines that the DRES causes damage or produces adverse effects affecting other consumers, distribution assets, grid security or safety, the Consumer / Prosumer shall immediately disconnect the DRES upon such direction and rectify the defect at its own cost before reconnection.

4.4 Any change, alteration, modification or addition of capacity in the DRES after availing the selected metering arrangement shall be carried out only after obtaining prior written approval of MePDCL and after submission of necessary test certificates and approvals and following necessary procedures.

4.5 The participating Consumers / Prosumers shall be solely responsible for any accident to human beings / animals or damage to property arising due to back-feeding from the DRES when grid supply is off, to the extent determined by the Senior Electrical Inspector or competent authority.

5. Access and Disconnection

5.1 MePDCL shall have access to metering equipment and disconnecting means of the DRES both automatic and manual, at all times.

5.2 In emergency or outage situation, where there is no access to the disconnecting means, both automatic and manual, such as a switch or breaker, MePDCL may disconnect service to the premises of the Consumer.

5.3 MePDCL reserves the right to disconnect the DRES at any time in the event of threat / damage from the DRES to its distribution system, personnel or public safety, without prior notice, subject to applicable Regulations / Orders.

5.4 Disconnection under this clause shall not absolve the Consumer / Prosumer from liability to pay applicable charges, nor shall it create any claim against MePDCL, unless such disconnection is found to be contrary to applicable Regulations / Orders by the competent forum.

6. Metering

6.1 Metering arrangement shall be in accordance with the CEA (Installation and Operation of Meters) Regulations, 2006 and subsequent amendments thereof, MSERC Regulations / Orders and the approved procedure or guidelines of MePDCL.

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6.2 The Consumer / Prosumer shall install generation meter, bidirectional meter, main meter, check meter, ABT / Special Energy Meter, CT/PT, communication equipment and other metering equipment as may be specified by MePDCL / SLDC / Commission.

6.3 The interconnection point shall be at the DRES side of the Generation meter.

6.4 All meters shall have suitable communication facility, Advanced Metering Infrastructure (AMI) facility with RS-485 or higher communication port or any other advanced communication facility as specified by MePDCL / Commission.

6.5 The generation and bidirectional meter(s) shall be procured, installed and maintained by the distribution licensee on payment of charges as per estimation given by MePDCL. However, if the Prosumer wishes to procure the meter(s), s/he may procure as per the prescribed specification from the empanelled OEMs of MePDCL and present them to MePDCL for testing and installation. However, MePDCL shall retain the ownership of the meter after its installation.

6.6 The meter shall be tested or checked only in the presence of the representatives of the Prosumer or RESCO, as the case may be, by MePDCL and as per the procedure specified in the Electricity Supply Code. If the Consumer chooses not to be present at the site for testing, MePDCL will carry out such testing and shall give the copy of the meter test report to the Consumer for signing.

6.7 In case of defective/failure/burnt condition of any meter, the Prosumer shall report the failure to MePDCL in the specified format. MePDCL shall replace the meter as specified in the Electricity Supply Code. The electricity generated by the DRES during the period in which the meter is defective shall be computed on **Normative** (as per definition in the MSERC (DRES) Regulations, 2026) basis.

7. Energy Accounting and commercial settlement

7.1 The energy accounting and commercial settlement shall be undertaken in accordance with the MSERC (Grid Interactive Distributed Renewable Energy Sources) Regulations, 2026, the applicable Tariff Orders and other Orders / Regulations of the Commission, as amended from time to time and as per MePDCL guidelines.

7.2 Virtual Net Metering means an arrangement whereby the entire energy generated from a DRES is exported to the grid and the energy exported is adjusted in more than one electricity service connection(s) of the participating consumers belonging to the same consumer category located within the area of supply of MePDCL.

7.3 The DRES plant to be located in the premises or location as mentioned in ***Appendix-I***.

7.4 Forward Power Flow Relay is to be installed by the Consumer/Prosumer to ensure that energy injected into the grid from DRES should not exceed beyond the permitted capacity.

7.5 The energy generated from the DRES shall be credited in the monthly electricity bill of each participating consumer(s) as per the ratio of procurement from DRES indicated under this agreement vide ***Appendix-I***.

7.6 The Consumer(s) shall have the option to change the share of credit of electricity from DRES by submitting a fresh application subject to the ratio of procurement from DRES once at the beginning of the financial year with an advance notice of three months.

7.7 Where the service connection of any participating consumer(s) is disconnected due to any reason, the unadjusted units/remaining credits of that consumer(s) shall be paid by MePDCL at the end of the financial year.

7.8 The electricity consumption in any time block (Eg. peak hours/off peak hours, etc) shall be first compensated with the electricity generation in the same time block in the same billing cycle of the participating consumer(s). Any surplus generation over consumption in any time block in a billing cycle shall be accounted as if the surplus generation/energy credit occurred during the off peak time block for TOD consumer(s) or normal time block for no TOD consumer(s).

7.9 If the units credited during any billing cycle of the Participating Consumer exceeds the import of units by that Consumer, such surplus credited units shall be carried forward in the next billing cycle as energy credits for adjustment against the energy consumed in subsequent billing

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cycles within the **Settlement Period** (as defined in the MSERC DRES Regulation, 2026) of each participating Consumer(s).

8. Open Access charges

8.1 If the DRES (whether self-owned or RESCO owned) and Participating Consumers are connected on the same Dedicated Transmission Line ("**DTL**") / same feeder, no charges shall be applicable and if not connected to the same DTL/ same feeder, all charges along with applicable losses in accordance with Green Energy Open Access Regulations / Open Access Regulations issued by the MSERC shall be applicable.

8.2 The capital expenditure on account of Service Line cum Development (SLD) and network augmentations towards DRES shall be borne by the Participating Consumers.

9. Scheduling, Forecasting and Deviation Settlement

9.1 The injection of energy from the DRES into the grid shall be subject to scheduling, forecasting and deviation settlement requirements under the applicable MSERC Regulations / Orders, where applicable.

9.2 The Consumer / Prosumer shall comply with instructions of SLDC and MePDCL for scheduling, curtailment, grid security, outage management and safe operation of the system.

10. Renewable Energy Attribute, REC and RPO

10.1 The issuance of Renewable Energy Certificate shall be as per the eligibility criteria specified under Central Electricity Regulatory Commission (Terms and Conditions for Renewable Energy Certificates for Renewable Energy Generation) Regulations, 2022 and subsequent amendments thereof, if any.

10.2 The quantum of distributed renewable energy generation as recorded by the generation meter of the prosumer shall be accounted by MePDCL towards compliance of its Renewable Purchase Obligation ("**RPO**") as stipulated in the Regulations.

10.3 In case the DRES is set up by Designated Consumer ("**DC**") or Open Access Consumers or Captive Users, entire renewable energy generated by these renewable energy systems shall be accounted to meet RPO by the DCs or Open Access Consumers or Captive Users. *Provided that in case the DRES is set up by DCs or Open Access Consumers or Captive Users, and at the end of the settlement period, MePDCL pays for any such quantum of renewable power injected by the DRES but left unadjusted, the quantum of such power will be considered towards meeting RPO of MePDCL.*

11. Liabilities and Indemnity

11.1 The Consumer / Prosumer shall indemnify and keep MePDCL, its officers, employees, directors and agents from all claims, damages, losses, penalties, liabilities and costs arising from design, installation, operation, maintenance, defect, accident, non-compliance, back-feeding or unsafe operation of the DRES, except to the extent attributable to wilful default or gross negligence of MePDCL.

11.2 MePDCL shall not be liable for delivery, grant or realisation of any subsidy, fiscal incentive or other benefit provided by the Central / State Government or any agency.

11.3 MePDCL shall not be liable for any indirect, consequential, incidental, punitive or special damages, including loss of profits, business interruption, loss of contract or loss of goodwill arising out of this Agreement.

11.4 The Consumer / Prosumer shall remain responsible for all acts, omissions and defaults of its contractors, vendors, operators, employees and agents engaged for installation, operation or maintenance of the DRES.

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12. Electricity Duty

Applicability of Electricity Duty shall be governed as per the applicable law as amended from time to time.

13. Change in Arrangement, Capacity, Ownership or Consumer Details

13.1 Any change in metering arrangement, capacity, technology, ownership, consumer name, service connection, allocation ratio or any other material detail shall require prior intimation / approval as per the Regulations and procedure specified by MePDCL / Commission.

13.2 Switching between Net Metering, Net Billing and Gross Metering shall be permitted only in the manner and frequency specified under the Regulations / Orders of the Commission.

13.3 In case of permanent disconnection, change of ownership, transfer of premises or abandonment of DRES, the Consumer / Prosumer shall intimate MePDCL and comply with the settlement and disconnection procedure specified by MePDCL / Commission.

14. Dispute Resolution

14.1 All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation, promptly, equitably and in good faith. In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days or mutually extended period, after such dispute arises, then for any dispute in billing pertaining to energy injection and billing amount, it would be settled by the Consumer Grievance Redressal Forum and Electricity Ombudsman. Any other issues pertaining to the Regulations and its interpretation; it shall be decided by the Meghalaya State Electricity Regulatory Commission in accordance with applicable law and procedure.

14.2 In case of dispute between the consumer and the RESCO arising out of contractual obligations under the direct agreement shall be settled mutually by them. MePDCL shall not be the party to such dispute and shall not disconnect such consumer on such dispute between consumer and the RESCO.

15. Term and Termination

15.1 The term of this Agreement shall be the useful life of DRES or as may be specified by the MSERC from time to time, unless terminated earlier in accordance with this clause and the applicable Regulations / Orders.

15.2 The Prosumer/Consumer or MePDCL may terminate this Agreement by giving 30 days prior written notice to the other Parties, subject to settlement of all dues, disconnection formalities, regulatory compliance and approval / acceptance of MePDCL wherever required.

15.3 Upon termination, the prosumer /consumer shall disconnect the DRES from the MePDCL's system in a timely and safe manner and to the satisfaction of MePDCL.

15.4 Termination of this Agreement shall not affect accrued rights and liabilities of the Parties, including payment of bills, open access charges, banking charges, CSS, Additional Surcharge, electricity duty, penalties, compensation, indemnity and other dues payable up to the date of termination.

16. Compatibility With Regulations

This Agreement shall be consistent and aligned with the MSERC (Grid Interactive Distributed Renewable Energy Source) (2 of 2026) Regulations 2026 as amended from time to time. Any operational, technical or administrative matter not explicitly covered in this agreement shall be governed by the corresponding provisions of the Regulations.

Provided if any provision of the Agreement is inconsistent with the provisions of the Regulations, the provisions of the Regulations shall prevail.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers, and copies delivered to each Party, as of the day and year herein above stated.

FOR AND ON BEHALF OF MePDCL Authorized Signatory **WITNESSES** 1._____ ( ) 2._____ ( )	FOR AND ON BEHALF OF THE PROSUMER/ CONSUMER Authorized Signatory **WITNESSES** 1. _____ ( ) 2. _____ ( )

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Appendix-I

List of Participant Consumers

Sr. No.	Name of Consumer	Consumer No.	Premises / Address	Name of Sub-div/Div/Circle	Tariff Category	Contract Demand / Sanctioned Load	Voltage Level	Allocation Share / Allocated Capacity	Signature
1									
2									

Name and signature of witness

Name and Signature of Lead Consumer

Name and Signature of MePDCL Officer (Along with Stamp)

Appendix-II

Authorisation / Consent for Lead / Nodal Consumer

We, the Participating Consumers listed in Appendix-I, hereby nominate Shri / Smt. / M/s. _____, Consumer No. _____, as Lead / Nodal Consumer for the limited purpose of coordination with MePDCL for implementation of the Virtual Net Metering arrangement. The nomination is for administrative convenience only and shall not absolve any Participating Consumer of its obligations under the Agreement, applicable Regulations and other laws.

1				
2				
3				
4				

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Appendix-III

Details of DRES

Particular	Details
Name of Lead Consumer / Prosumer	
Consumer No.	
Tariff Category *	
Contract Demand / Sanctioned Load	
Address/Location of DRES	
Premises owned / legally possessed by	
Renewable Energy Source Technology	Solar / Wind / Hybrid / Other
DRES Capacity (kWp/MWp)	
Interconnection Voltage Level	
Interconnection / Delivery Point	
Feeder / Transformer / Substation Details	
Commissioning Date	
Meter Details	

***** For Virtual Net Metering only the following are eligible to establish DRES provided the participating consumers belong to the same category:
Domestic consumers, agricultural consumers, group housing, institutions run or managed by charitable organizations, government buildings including schools, building belonging to local authorities

Appendix-IV

Documents to be submitted

1. Application form;
2. Connectivity approval / in-principle consent / final connectivity approval
3. Proof of ownership / legal possession of premises;
4. No-dues certificate / consumer consent letters / lead consumer authorisation;
5. Single Line Diagram and protection scheme;
6. Earthing Test Report
7. Meter / CTPT testing certificate from NABL accredited laboratory;
8. Protection scheme, relay details, anti-islanding certificate, communication and synchronisation details
9. Equipment compliance certificates / BIS / IEC certificates, as applicable;
10. Connectivity approval / technical feasibility approval;
11. Commissioning certificate
12. Any other document specified by MePDCL / Commission from time to time, as part of compliance requirement.
13. Details of dedicated evacuation line, interconnection point and delivery point

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Appendix-V

Technical and Metering Details

Particular	Details
Generation Meter Make / No. / Class	
Bidirectional / Main Meter Make / No. / Class	
Check Meter Make / No. / Class	
CT/PT Ratio and Details	
Communication Facility / AMI Details	
Protection System Details	
Isolator / Breaker Details	
Anti-Islanding Protection Details	
RTU / Real-time Data Facility, if applicable	
Meter Testing Certificate Details	
Other Technical Approvals	

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