

I/11809/2021

Agreement between Developer and Beneficiary
(Undertaking to be provided in Kerala Stamp Paper worth Rs.200/-)

THIS AGREEMENT made the _____ day of _____, _____ between Mr/Ms. _____ (Name), Aged S/o/D/o Of (Address) (hereinafter "Beneficiary"), of the one part, and _____ (name) of _____ (name of Developer) (hereinafter "the Developer/contractor"), of the other part:

WHEREAS is a registered beneficiary having registration no. for the installation of Grid Connected Solar plant under "Grid Connected Rooftop Solar Programme - Phase - II" of MNRE allotted to KSEBL and implemented by ANERT (hereinafter "the Programme").

WHEREAS M/s. is an empanelled Developer for the implementation of the programme with empanelment no. of KSEBL. and agreed to execute the project undertaken by ANERT with Central financial assistance vide sanction no..... from MNRE.

I/11809/2021

Whereas the Developer has accepted the work order from the Beneficiary for the installation of Grid Connected Solar plant of capacity kWp including all site-specific requirements for a sum of Rs (hereinafter “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. The Developer shall install Grid Connected Solar plant at the site of Beneficiary as per the details in the Pre-installation survey report prepared after site visit, the terms contained in the work order issued by the Beneficiary.
2. The system installed should comply with guidelines set forth by the Ministry of New and Renewable Energy, Govt. of India (MNRE), Agency for New & Renewable Energy Research and Technology (ANERT) and Kerala State Electricity Board Ltd (KSEBL). The system installed should comply with technical requirements
 - i. The connectivity should be as per Kerala State Electricity Regulatory Commission (Renewable Energy and Net Metering) Regulations, 2020
 - ii. KSERC (Grid Interactive Distributed Solar Energy Systems) Regulations, 2014
 - iii. CEA Regulation 2010 has to be followed in Safety and Electricity Supply.

I/11809/2021

- iv. Metering should be as per CEA regulation 2006.
 - v. Any amendments thereof will also be applicable
 - vi. The installation & commissioning of the system will be done in compliance with installation practices and guidelines issued by Electrical Inspectorate.
 - vii. The finalization of work order is done on mutual consultation between us and the work order is placed
 - viii. All disputes with respect to payment of beneficiary share, supply and installation, post installation service and maintenance (if any) will be sorted out between us. The Government or ANERT or any other Agency providing subsidy or coordinating programme implementation will not be having any role in legal disputes arising out of this.
3. The installation should be completed and the commissioning report by the Developer/Beneficiary to be submitted to ANERT district office/through the electronic marketplace – www.BuyMySun.com within 90 days of signing this agreement.
 4. The rate quoted by the Developer shall be inclusive of all taxes and duties, and shall cover the pre-installation survey report, transportation, handling charges, supply, installation and commissioning including KSEBL Statutory charges viz, Application Fee, Registration charges etc. Net metering cost and Additional costs for any additional work involved for the plant installation (eg. Installation on Elevated structure/ slanted/tiled/sheet roofs) as per site condition and requirement of the building owner, shall be borne by the Beneficiary
 5. The whole system should be warranted for 5 years from the Commercial Operation Date (COD) and the Solar module provided should have a performance warranty of 90% of the rated output at the end of 10 Years and 80% at the end of 25 years.
 6. Agencies shall conduct periodic service visits at least once in four months during the warranty period of 5 years. Any complaint or service call from the Beneficiary shall be attended by the Developer within 48 hours and problems cleared within 7 days.
 7. Warranty of the plant will be invalid if the installation is tampered, altered etc.
 8. Provide access to the Roof Top during installation of the plant, Operation & Maintenance, testing of the plant and equipment and for meter reading from solar

meter, inverter etc.

9. The release of payment by the beneficiary to Developer shall be as per the mutually agreed terms as Annexure – I to this agreement.

10. Beneficiary shall provide necessary documents required for availing subsidy, to the Developer.

11. Beneficiary shall enter into connection agreement with KSEBL after the system installation and commissioning.

12. In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the Grid Connected Solar plant is (presently/ proposed to be) located. ANERT or any other Govt. Developer will not be part of such proceedings.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day, month and year indicated above.

Signed by Sri Signed by Sri

(Date) (Date)

(Beneficiary) (for the Developer)

in the presence of witnesses in the presence of witnesses

1. 1.

2. 2.

Annexure 1

I/11809/2021

Payment Terms

1. Feasibility fee and Registration fee to KSEBL shall be under the scope of EPC Developer.
2. Beneficiary share - The amount including additional work(if any) mutually agreed between beneficiary and the developer less the central financial assistance shall be paid
 - a. Beneficiary shall transfer the total Project cost less subsidy to ANERT account specially operated to safeguard the interest of Beneficiary and the Developer. ANERT has no responsibility other than collecting the beneficiary contribution and pass it on to the developer chosen by the beneficiary on receiving material received certificate duly signed by beneficiary.

The beneficiary share will be transferred to developer within 2 days on producing of material received receipt from the beneficiary

Or
 - b. Beneficiaries shall pay 3% of the cost of the installation to ANERT as confirmation of work order to the Developer and balance on delivery of material at Beneficiary site.

In such cases the developer is solely responsible for collection of beneficiary shares.
3. CFA shall be released to the Developer after the successful completion of installation and submission of relevant documents and verification of the system by the authority assigned for the same. The developer has to obtain an authorisation in this regard from the beneficiary and submit the same to ANERT.
4. ANERT will release the 3% of Performance security to EPC Developer after the warranty period or against submission of security of equivalent amount as Bank Guarantee to ANERT.