

Schedule-I
[See Regulation 2 (1) (b)]

DISTRIBUTED GENERATION INTERCONNECTION AGREEMENT (1 KW TO 1MW)
BETWEEN
DISTRIBUTED GENERATOR AND DISTRIBUTION COMPANY

The Distributed Generation Interconnection Agreement (the "Agreement"), is made and entered in to this _____ (day) of _____ (month), _____ (year) by and between Hyderabad Electric Supply Company (HESCO) hereinafter called "DISCO" and _____ hereinafter called the "Applicant". Applicant shall be 3 phase 400V or 11 kV DISCO's consumer. DISCO and the Applicant are hereinafter collectively referred to as the "Parties" and individually as a "Party".

RECITALS

- A. DISCO is the owner of the electric distribution system serving WAPDA Offices Complex Hussainabad, Hyderabad [Insert legal description of property or address] "DISCO's Distribution System"
- B. Applicant desires to install a Distributed Generator (DG) facility or energy storage device using solar or wind energy resources with a capacity greater than 1 KW but no more than 1 MW, including related interconnection equipment (the "DG Facility") and to interconnect the DG Facility to the DISCO's distribution system.
- C. DISCO has previously reviewed and approved Applicant's DG Interconnection Applicant Form dated _____ and supporting materials (the Application"). The completed Application is attached as Exhibit I and incorporated into this Agreement.
- D. Applicant wishes to interconnect the DG Facility to DISCO's distribution system and DISCO is willing to permit such interconnection subject to the terms and conditions set forth: (1) the completed Application approved by DISCO; (2) this Agreement.
- E. No Agency or Partnership is created with the interconnection of the applicants DG Facility.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals and for good and valuable consideration, the DISCO and Applicant agree as follows:

1. Design Requirement

The DG Facility shall be installed in compliance with NEPRA (Alternative & Renewable Energy) Distributed Generation / Net Metering Regulations 2015.

2. Applicant's Representations and Warranties

Applicant represents and warrants that:

- a. The DG Facility is fully and accurately described in the Application;
- b. All information in the Application is true and correct;
- c. The DG Facility shall be installed to Applicant's satisfaction;
- d. Applicant has been given warranty information and an operation manual for the DG Facility;
- e. Applicant has been adequately instructed in the operation and maintenance of the DG Facility.

3. Interconnection Disconnect Switch

The DISCO may require that the Applicant furnish and install an interconnection disconnect switch that opens, with a visual break, all underground poles of the interconnection circuit. The interconnection disconnect switch shall be rated for the voltage and fault current requirements of the DC, Facility, and shall meet all applicable IEC, IEEE Standards, as well as applicable requirements of the NEPRA Grid Code. The switch enclosure shall be properly grounded. The interconnection disconnect switch shall be accessible at all times, located for ease of access of DISCO personnel, and shall be capable of being locked in the open position. The Applicant shall follow the DISCO's recommended switching, clearance, tagging, and locking procedures.

4. Modifications to the DG Facility

Applicant shall notify DISCO of plans for any material modification to the DG Facility by providing at least forty working days of advance notice. "Material Modification" is defined as any modification that changes the maximum electrical output of the DG Facility or changes the interconnection equipment. The notification shall consist of a completed, revised Application and such supporting materials as may be reasonably requested by DISCO. Applicant agrees not to commence installation of any material modification to the DG Facility until DISCO has approved the revised Application.

5. Insurance, Indemnification, Liability

- 5.1 Distributed Generator shall obtain and maintain appropriate insurance for third party personal injury and general commercial liability.
- 5.2 Each party as indemnitor shall defend, hold harmless, and indemnify the other party and the directors, officers, employees, and agents of the other party against and from any and all loss. Liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or

expense, including attorneys' fees) for injury km death to persons, including employees of either party. and damage to property, including property of either party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or (b) the making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

5.3 The indemnitor shall, on the other party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, that may be incurred by the other party in enforcing this indemnity.

5.4 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

5.5 Except as otherwise provided in this section, neither party shall be liable to the other party for consequential or remote damages incurred by that party.

6. DG Facility commissioning Testing

Applicant shall notify DISCO in writing that installation of DG Facility is complete and that the interconnection equipment is available for testing by DISCO at least fifteen working days DISCO shall thereupon have the right to test the DG facility and ensure that DG facility fulfils the safety / quality standards in accordance with SOPs developed by Minister of Energy for approval / installation of net metering application / connection / system or any other requirement provided in the relevant law as the case may be before Applicant interconnects the DG Facility with DISCO's Distribution System. DISCO shall thereupon have the right to test the DG Facility. DISCO shall also have the right to witness any testing by Applicant of the DG Facility. Any DISCO testing of the DG Facility shall be completed within ten working days. After the testing which is to the satisfaction of both parties, the DG facility may be interconnected with the distribution system of DISCO to be witnessed by representatives of both parties within thirty eight days.

7. Access to DG Facility

Applicant shall permit DISCO's employees and agents to enter the property on which the DG Facility is located at any reasonable time for the purposes of inspecting and/or testing Applicant's DG Facility to ensure its continued safe and satisfactory operation and the accuracy of DISCO meters. Such inspections shall not relieve Applicant from its obligation to maintain the DG Facility and any related equipment owned by Applicant in safe and satisfactory operating conditions.

DISCO shall have the right to witness any testing by Applicant of the DG Facility.

8. Temporary Disconnection of a DG Facility

DISCO may limit the operation and/or disconnect or require the disconnection of a DG facility from DISCO's Distribution System at any time, with or without notice, in the event of fault. DISCO may also limit the operation and/or disconnect or require the disconnection of DC facility from DISCO's Distribution System upon the provision of 30 days written notice for the conditions to allow for routine maintenance, repairs or modifications to DISCO's Distribution System:

9. Disputes; Right to Appeal to Authority

Nothing in this Agreement prevents Applicant from filing a petition with the Authority to appeal any requirement imposed by DISCO as a condition to interconnection of DC Facility. That applicant alleges is unreasonable. In case of a dispute, the decision of the Authority shall be final and binding on both the parties.

10. Amendments; Non-Waiver

Any amendment or modification to this Agreement must be in writing and executed by Applicant and DISCO. The failure of Applicant or DISCO to insist on performance by the other Party of any provision of this Agreement shall not waive the right of the Party who failed to insist on performance to enforce the same provision at a later time.

11. Term and Termination of Agreement

The term of Agreement between Distributed Generator and DISCO shall be seven years with effect from the date of commissioning of DG facility. At the expiry of initial term, the Agreement may be automatically renewed between Distributed Generator and DISCO for another term of seven years and so on unless the Parties terminate the Agreement in accordance with Regulations.

- a. DISCO may limit the operation and/or disconnect or require the disconnection of a DG facility from DISCO's Distribution System at any time, with or without notice, in the event of fault. DISCO may also limit the operation and/or disconnect or require the disconnection of DG facility from DISCO'S Distribution System upon the provision of 30 days written notice for the conditions which including as follows:
 - To allow for routine maintenance, repairs or modifications to DISCO's Distribution System:
 - Upon DISCO'S determination that DG facility is not in compliance with these Rules:
 - Upon termination of the Agreement.
- b. This Agreement may be terminated in accordance with these Regulations.
- c. The Distributed Generator may terminate the agreement upon thirty days written notice if the Distributed Generator determines to discontinue the sale of electricity to the DISCO.

- d. The DISCO shall not terminate the Agreement in any event without prior approval of the Authority.
- e. All rights and obligations accrued up to termination shall continue in force upon

12. Successors and Assigns

- a. Assignment by Applicant: Applicant shall not assign its rights and obligations under this Agreement in whole or in part without the prior written consent of DISCO, which consent shall not be unreasonably withheld or unduly delayed. DISCO may withhold its consent to any proposed assignment if the proposed assignee fails to assume the obligations of Applicant under this Agreement in writing.
- b. Assignment by DISCO. The DISCO shall have the right to assign this agreement in whole upon written notification to the Applicant.
- c. Successors. This Agreement shall be binding upon the personal representatives, heirs, successors, and permitted assigns of the respective Parties.

13. Applicant and DISCO Signature and Seal

IN WITNESS WHEREOF, Applicant and DISCO have executed this Agreement as of the year and date first set forth above.

Applicant Signature & Date

DISCO's Signature with Seal & Date

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Title

Title

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Witness No. 1 (Name & Signature)

Witness No. 1 (Name & Signature)

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Witness No. 2 (Name & Signature)

Witness No. 2 (Name & Signature)

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