



**SOUTHERN POWER DISTRIBUTION COMPANY OF A.P LIMITED,  
CORPORATE OFFICE ::TIRUPATI**

**Office of the  
The Chief General Manager,  
RAC & IPC/APSPDCL  
TIRUPATHI.**

**Memo.No.CGM/IPC/ GM/EE/DEE/JE/F. RTS/D.No.771 /24, dt: 30.07.2024**

**Sub:** APSPDCL – RAC & IPC/TPT – APERC- Grid Interactive Solar Rooftop Photovoltaic System under Gross/Net Metering Regulation, 2023 (Regulation 4 of 2023) – Salient features regarding energy billing & settlement – Communicated - Reg.

**Ref:** Lr.No.APERC/Secy/F.No.S-19 (Vol-III)/D.No.793, Dt.23.02.2024.

**APERC (The GRID Interactive Solar Rooftop Photovoltaic System under Gross/Net Metering) Regulation 4 of 2023.**

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The Hon'ble APERC accorded approval for the Modalities (Guidelines) for implementing the Andhra Pradesh Solar Roof Top (SRT) policy, 2018 submitted by APEPDCL vide its Lr. No. CGM/EC/EPDCL/VSP/ GM/ Solar/E-266947/ D.No.1/207578/19, Dt. 04-02-2019.

Subsequently, on 23-02-2024, the Hon'ble APERC has issued Regulation No. 4 of 2023(The Grid Interactive Solar Rooftop Photovoltaic System under Gross/Net Metering) Regulation, 2023. The salient features of the said Regulation regarding billing & settlement are as depicted below:

**2. Definitions and interpretations:**

**Clause (ix) "Gross Meter"** means a Bi/Unidirectional meter used for accounting and billing of electricity supplied to/from the Distribution licensee by a prosumer(s).

**Clause (x) "Gross-metering"** means a mechanism whereby the total energy exported from the Grid-Interactive Solar Rooftop Photovoltaic system and the total energy consumed by the prosumer from the DISCOM is measured separately through appropriate metering arrangements and for the billing purpose, the total energy consumed by the prosumer is accounted for at the applicable retail tariff as per Tariff Order and total energy exported to the DISCOM is accounted for at feed-in tariff as fixed by the Commission

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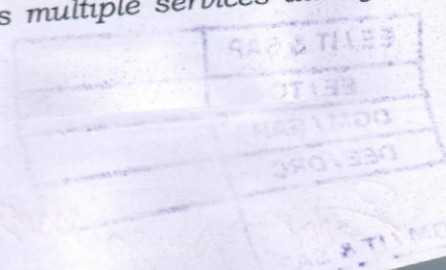
**Clause (xi) "Virtual Net Metering"** means a mechanism whereby total energy exported from the Grid-Interactive Solar Rooftop Photovoltaic system of a group of prosumers/ society is exported to the grid through a gross meter. The exported such energy is adjusted in the electricity service connection(s) of the same Group (society) prosumers in proportion to the share in their Grid-Interactive Solar Rooftop Photovoltaic system in units (kWh/kVAh) to arrive at the net imported or exported energy by an individual prosumer in the Group/ Society from/to the Distribution licensee during the applicable billing period/cycle located within the same Electricity Revenue Office (ERO) of distribution licensee's area of supply. The net energy imported by the prosumers is billed by the distribution licensee on the basis of the applicable retail tariff as per the Tariff Order. The net energy exported by the prosumers is paid by the Distribution licensee at the Feed-In-Tariff as fixed by the Commission."

Provided that in case the prosumer(s) is/are in the ambit of the Time of Day (ToD) tariff, the share of exported energy of such prosumer(s) under virtual net metering shall be netted off against his/their electricity consumption during off-peak hours.

Provided also that the applicable T&D losses and charges as per MYT orders of the Commission applicable for relevant periods from injection point to drawal point shall be deducted while adjusting the generation against the consumption.

**Clause (xii) "Group Net Metering"** means a mechanism whereby energy exported from the Grid-Interactive Solar Rooftop Photovoltaic system of an individual Prosumer at one or more points is adjusted in consumption by multiple electricity service connection(s) of her/him in units (kWh/kVAh) to arrive at the net imported or exported energy from/to the Distribution licensee during the applicable billing period/cycle located within the same Electricity Revenue Office (ERO) of distribution licensee's area of supply. The net energy imported by the prosumer is billed by the distribution licensee on the basis of the applicable retail tariff as per the Tariff Order. The net energy exported by the prosumer is paid by the Distribution licensee at the Feed-In-Tariff as fixed by the Commission.

Provided that in case the prosumer is in the ambit of the Time of Day (ToD) tariff, the exported energy of such prosumer under Group net metering shall be netted off against electricity consumption of his multiple services during off-peak hours.





Provided also that the applicable T&D losses and charges as per MYT orders of the Commission applicable for relevant periods from injection point to drawal point shall be deducted while adjusting the generation against the consumption.

**Clause (xiii) "Individual net-metering"** means a mechanism whereby energy exported to the Grid from the Grid-Interactive Solar Rooftop Photovoltaic system of an individual Prosumer is adjusted from energy imported from the DISCOM in units (kWh/kVAh) to arrive at the net imported or exported energy from/to the Distribution licensee during the applicable billing period/cycle using a Net Meter at the point of supply. The net energy imported by the prosumer is billed by the distribution licensee on the basis of the applicable retail tariff as per the Tariff Order. The net energy exported by the prosumers is paid by the Distribution licensee at the Feed-In-Tariff as fixed by the Commission.;

Provided that in case the prosumer is in the ambit of the Time of Day (ToD) tariff, the exported energy of such prosumer under individual net metering shall be netted off against his/her electricity consumption during only off-peak hours.

**Clause (xv) "Net Meter"** means a Bi-directional meter used for accounting and billing of electricity supplied to and from the prosumer(s) by a Distribution licensee.

**Clause (xvii) "Prosumer"** means a person who consumes electricity from the grid and also injects electricity into the grid of a distribution licensee.

**Clause (xviii) "RESCO"** means the Renewable energy service company.

**Clause (xxii) "Feed in Tariff"** means the tariff fixed by the Commission at which the exported energy under Net/Gross metering or Net billing/Net feed-in arrangement shall be paid by the distribution licensee to the prosumers;

**Clause (xxiii) "Net-billing or Net feed-in"** means a single bidirectional energy meter used for net-billing or net feed-in at the point of supply wherein the energy imported from the Grid and energy exported from Grid-Interactive Rooftop Solar photovoltaic system of a Prosumer are valued at two different tariffs, where

- i. the monetary value of the imported energy is based on the applicable retail tariff;



*the monetary value of the exported solar energy is based on a feed-in tariff determined by the Commission;*

*the monetary value of the exported energy is deducted from the monetary value of the imported energy to arrive at the net amount to be billed (i.e., credited);*

**3. General:**

- 3.3 A minimum vacant roof area of 10 sq. mtr or 100 sq. ft is required for the installation of 1 kWp system.
- 3.5 The consumers of the EHT network shall approach the Transco through the DISCOM for connecting the SRTPVSS under the Gross Metering.
- 3.8 The Grid Interactive SRTPVSS must have appropriate protection for islanding the SRTPVSS from the Distribution Licensee's network to prevent any power feeding into the grid in case of failure of incoming supply from the Grid.

**4. Eligibility:**

- 4.1 All consumers of AP Discom(s) are eligible for setting up of the Grid-Interactive SRTPVSS with/without a Battery Energy Storage System with their investment or through third party investment.
- 4.2 The Consumer(s) are free to choose Net metering or Gross Metering or Net Billing/Net Feed-in option for the sale of power to DISCOM.

**5. Capacity of rooftop systems:**

- 5.6 The summary of the capacities that are permissible under the Net/Gross metering is shown in the table below.

<b>Particulars</b>	<b>Capacity that can be availed</b>		
	<b>Min</b>	<b>Max</b>	<b>Capped up to</b>
<i>Individual Net Metering</i>	<i>1 kWp</i>	<i>500 kWp</i>	<i>Contracted load/contracted Maximum Demand (CMD) of the consumer</i>
<i>Group Net Metering</i>	<i>5kWp</i>	<i>500 kWp</i>	
<i>Virtual Net Metering</i>	<i>5kWp</i>	<i>500 kWp</i>	
<i>Gross Metering</i>	<i>1kWp</i>	<i>5000 kWp</i>	
<i>Net Billing or Net feed in</i>	<i>1kWp</i>	<i>1000 kWp</i>	



5.7 The permissible capacity of the Grid-Interactive SRTPVS at various voltage levels where the SRTPVS is connected directly to the grid is shown in the table below.

SI NO.	voltage	phase	capacity
1	LT, 240V	Single phase	Upto to 3kWp
2	LT, 415V	Three phase	3kWp to 75kWp
3	HT, 11kV	Three phase	76kWp to 1500kWp
4	HT, 33KV	Three phase	1501kWp to 5000kWp
5	EHT, 132kV and above	Three phase	5000kWp

## 7. Metering

- 7.1 All meters installed under Gross/Net metering at the **SRTPVS** shall comply with the CEA (Installation and Operation of Meters) Regulations, 2006, subsequent amendments thereof.
- 7.2 All the consumers installing the **SRTPVS have to bear the cost of Gross/Net Meter**. The DISCOMS shall provide the information on the cost of the meter/metering equipment (CTPT sets etc,) with detailed specifications, applicable to SRTPVSs on their website within one month from the date of notification of this Regulation. **The DISCOMS should provide the Gross/Net meter on payment of cost.** When the meters are not available with the DISCOMS, the same shall be informed to the consumers at the time of communicating technical feasibility so that the consumers may procure the meter complying with the CEA (Installation and Operation of Meters) Regulations, 2006, and subsequent amendments thereof. All meters procured by the consumers may be installed after testing by the DISCOMS preferably in their meter testing laboratories or on verification of a third-party testing certificate from NABL. There shall be no requirement for the meter testing to be witnessed either at DISCOMS's or NABL's meter testing lab.
- 7.3 All HT consumers shall be provided with main and check meters under Gross/Net metering.



8. **Feed-in Tariff:**

- 8.1 Feed-in Tariff as fixed by the Commission will be applicable for 25 years or the life of the SRTPVs whichever is less under both Net metering, net billing/net feed in and Gross metering for all categories of consumers.
- 8.2 The feed-in tariff shall be Rs.2.09 per unit under net metering/net billing or net feed-in.
- 8.3 The feed-in tariff shall be Rs.3.13 per unit under Gross metering in LT Supply.
- 8.4 The feed-in tariff shall be Rs.2.92 per unit under Gross metering in HT Supply up to 1500 kW of plant capacity.
- 8.5 The feed-in tariff shall be Rs.2.71 per unit under Gross metering in HT/EHT Supply of plant capacity up to 5000 kW.
- 8.6 The feed-in tariff shall be Rs.4.17 per unit under Gross metering in HT/EHT Supply if SRTPVS supply the power during the peak hours as decided in the Tariff order with Battery Storage as per the requirement of the DISCOMS.
- 8.7 The feed-in tariff shall be the same for the total agreement period and shall not be subject to any variation.

9. **Transmission and Distribution (Wheeling) Charges & losses:**

No Transmission and Wheeling charges & losses shall be collected from the prosumers under the Gross/Net Metering, wherever the SRTPVSs and Consumption are at the same point of the grid. However, **the applicable T&D losses and charges as per MYT orders of the Commission applicable for relevant periods from the injection point to the drawal point shall be deducted while adjusting the generation against the consumption where the generation and consumption are at different points on the Grid.** Further, **in case the prosumer(s) is/are in the ambit of the Time of Day (ToD) tariff, the share of exported energy of such prosumer(s) under virtual net metering shall be netted off against his /their electricity consumption during off-peak hours.** Furthermore, The Grid support charges as determined by the Commission in the tariff orders from time to time shall be applicable. In any case, the CSS is not applicable to



the prosumers for the energy availed from SRTPVS established under this Regulation.

### **13. Agreement and Completion time of the project**

**13.1** The agreement (Annexure-IX (A) / (B) as applicable) duly filled and signed in by the consumer shall be submitted to DISCOM within four months from the date of receipt of the technical feasibility and DISCOM shall provide the acknowledgement for the same. The agreement is deemed to have come into force if there are no remarks communicated by DISCOM within two weeks from the date of receipt of the agreement. In case, within four months of issuing technical feasibility, if the Agreement is not submitted by the consumer, the application is deemed to be cancelled. The officers designated for the release of new services of supply as per present DISCOMS's orders in vogue shall sign the agreement.

**13.3** The agreement shall be in force for 25 years or up to the life of the project whichever is earlier, from the date of commencement of the agreement for all categories of consumers.

Provided that if the agreement of Consumer for supply with Discom is terminated, then the agreement of Consumer for SRTPVS is deemed to have been terminated. For the bill stopped service with SRTPVS to be restored, the consumer shall enter a new agreement with DISCOM for the balance agreement period from the date of first commissioning of the project".

### **16. Energy Settlement and Billing**

**16.3 All prosumers have to submit their bank details and payments shall be made through electronic transfer by APDISCOMs.** The prosumer shall submit a cancelled cheque with bank a/c No. & IFSC Code along with Application form.

**16.4 Net Metering:** The energy exported from the **SRTPVS** shall be adjusted against the consumption of energy from the DISCOM in every billing month. In the case of different rooftops belonging to a single owner in a city or town, the combined energy exported from **SRTPVSs** shall be adjusted against the combined consumption recorded in various multiple connections of the same consumer. In the case of a group of persons/societies setting up **SRTPVSs**, the generation from such SRP shall be treated as a collective generation for the supply of power to the households of each society/ group member. Such energy generated from **SRTPVSs** shall be prorated as per the installed capacity share indicated in the Agreement between the group/society and DISCOM. This computed energy share shall be adjusted against the consumption of energy for each consumer of such group in every billing



month. In the case of Apartments/Group Houses, a common service meter may be used for net metering.

16.5 In case of excess import/consumption over the export of energy in any billing month, payment shall be made by the prosumers for the net import energy at the applicable retail supply tariff as determined by the Commission. In case of excess export of energy over the import of energy in any billing month, payment shall be made by the Discom monthly for such net Export excess energy at the Feed-in Tariff as fixed by the Commission.”

Provided that in case the net energy drawn by the prosumers is less than the minimum energy specified in RST Orders issued from time to time, then payment shall be made by the prosumers for minimum energy at the applicable retail supply tariff as determined by the Commission from time to time.

16.6 The quantum of electricity units exported by the prosumers shall be measured in kVAh in case the applicable tariff to the respective prosumers provides for energy billing on a kVAh basis.

16.7 Where a prosumer is within the ambit of the Time of Day (ToD) tariff, the electricity consumption in each time block during the off-peak hours in the billing month is netted off with the total export quantum of electricity injected during the billing month divided by the number of time blocks during the off-peak hours in a billing month.

16.8 In case of net billing, the billing shall be as defined in the definitions.

16.9 Gross Metering: The payment for energy exported from the SRTPVSSs will be computed at Feed-in Tariff as fixed by the Commission. This shall be adjusted against the total billing demand for consumption of energy by the prosumers from DISCOM in every billing month. In case gross energy exported from SRP billing amount exceeds the billing demand of the DISCOMS during any billing month, such an excess amount shall be paid by the Discom to the prosumers.”

All Superintending Engineers/Executive Engineers/ Deputy Executive Engineers/Operation are hereby instructed to follow the Guidelines approved by APERC in Regulation 4 of 2023 scrupulously. The CGM/Finance & General Manager/IT & SAP are requested to arrange to modify the billing procedure accordingly with effect from the notification of the Regulation i.e., for the services synchronized from 23-02-2024 onwards. The General Manager/IT & SAP is




instructed to provide the link of Regulation in APSPDCL portal Home page so that each and every one can access the Regulation easily.

The copy of the agreement to be entered with the consumers of all categories by the DISCOM for the Solar Rooftop Systems synchronized on or after 23.02.2024 under APERC Regulation 4 of 2023 is herewith enclosed for ready reference.

The Regulation is available in

[https://aperc.gov.in/page/Regulations/Individual\\_Regulations](https://aperc.gov.in/page/Regulations/Individual_Regulations).

**Encls:** Copy of Agreement.

  
**Chief General Manager,**  
**RAC & IPC**  
**APSPDCL::TIRUPATI**

**To**

All Superintending Engineer/Operation/Tirupati/Nellore/Kadapa/Kurnool/  
Anantapur

All Executive Engineers/ Operation/

All Deputy Executive Engineers/ Operation/

All Senior Accounts Officers/Accounts Officers

**Copy to**

The Chief General Manager/Projects, APSPDCL, Tirupati

The Chief General Manager/O&M, APSPDCL, Tirupati

The Chief General Manager/Finance, APSPDCL, Tirupati

The Chief General Manager/R&IA, APSPDCL, Tirupati

✓ The General Manager/IT & SAP, APSPDCL, Tirupati

**Copy Submitted to**

The Director/Projects/Corporate office/APSPDCL, Tirupati

The Director/Technical/Corporate office/APSPDCL, Tirupati

The Director/Finance/Corporate office/APSPDCL, Tirupati

The Peshi CMD/Corporate office/APSPDCL, Tirupati.



**ANNEXURE -IX (A): AGREEMENT FOR INDIVIDUAL CONSUMER**

**(Individual Consumer)**

Solar Rooftop Net Metering/Net billing or Net Feed-in /Gross Metering  
Connection Agreement

(On Non-Judicial stamp paper worth Rs. 100/-)

This Agreement is executed and entered into at (location) \_\_\_\_\_ on this (date)\_\_\_\_  
day \_\_\_\_\_ of\_\_\_\_(month)\_\_\_\_(Year)between \_\_\_\_\_ the consumer,  
M/s/Mr./Mrs. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_ residing at  
\_\_\_\_\_(address) \_\_\_\_\_ which means  
their/his/its/ theirs, successors as first party AND \_\_\_\_\_Power Distribution  
Company Ltd. (hereinafter called as Discom) and having its registered office at  
\_\_\_\_\_(address)

\_\_\_\_\_ as a DISCOM incorporated under the  
provisions of Companies Act 1956 consequent to the AP Electricity Reforms Act,  
1998 (Which means its authorized representatives assigns, executors and its  
successors) as other party hereinafter called the 'Discom'.

Whereas, the consumer has taken the responsibility to set up or facilitate the  
requisite Photovoltaic system and injection of Power into the Discom's grid

And whereas, the Discom agrees to benefit the consumer for the electricity  
generated and as per conditions of this agreement and Solar rooftop Regulations  
of the APERC.

Both the party hereby agrees to as follows:



## **1. Eligibility**

- 1.1 All consumers of AP Discom(s) are eligible for setting up of the Grid-Interactive SRTPVS with/ without Battery Energy Storage System with their investment or through third party investment.
- 1.2 The Consumer(s) are free to choose Net metering or Gross Metering or Net Billing/Net Feed-in option for the sale of power to DISCOM.

## **2. Capacity of the Solar Rooftop Photovoltaic System and Maximum Contracted Load of the Premises**

The consumer is proposing to install a rooftop solar power plant of \_\_\_\_kWp capacity under Solar \_\_\_\_\_ Net metering/Net billing or Net Feed-in/ Gross metering facility at D.No. \_\_\_\_, Street \_\_\_\_, \_\_\_\_(V), \_\_\_\_(M), \_\_\_\_ (Dist) having electrical service Connection No. \_\_\_\_, Category \_\_\_\_, Distribution \_\_\_\_ for a contracted load of \_\_\_\_kW/HP/KVA.

## **3. Governing Provisions**

The consumer hereby undertakes to comply with all the requirements of the Electricity Act, 2003, the Rules and Regulations framed under, provisions of the tariffs, applicable Charges and General Terms and Conditions of Supply prescribed by the Discom with the approval of the Andhra Pradesh Electricity Regulatory Commission hereinafter called as "Commission" from time to time and agree not to dispute the same.

## **4. Technical and Interconnection Requirements**

- 4.1 The consumer hereby agrees to comply with CEA (Technical Standard for Connectivity of the Distributed Generation Resources) Regulations, 2013, the CEA (Measures relating to Safety and Electric Supply), Regulations, 2010, CEA (Grid Standards) Regulations, 2010 and Andhra Pradesh State Electricity Regulatory Commission State Electricity Grid Code Regulation or any other relevant regulation, and amendments issued to all these regulations from time to time.
5. The consumer hereby inter alia agrees that Metering and synchronization of Solar Rooftop Photovoltaic System, feed-in tariff, Energy Settlement and Billing as per the APERC (Grid Interactive Rooftop Solar Photovoltaic System Regulations, 2023 and its amendments thereof.

## **6. Liabilities**

- 6.1 The consumer and Discom will indemnify each other for damages or adverse effects from either party's negligence or intentional misconduct in the connection and operation of the photovoltaic system or Discom's distribution system.



- 6.2 Discom and the consumer will not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for indirect, consequential, incidental or special damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise.
- 6.3 Discom shall not be liable for delivery or realization by the consumer for any fiscal or other incentive provided by the central /State government.

#### **7. Duration of the Agreement**

The agreement shall be in force for 25 years or up to the life of the project whichever is earlier, from the date of commencement of the agreement for all categories of consumers.

Provided that If the agreement of Consumer for supply with Discom is terminated, then the agreement of Consumer for SRTPVS is deemed to have been terminated. For the bill stopped service with SRTPVS to be restored, the consumer shall enter a new agreement with DISCOM for the balance agreement period from the date of the first commissioning of the project.

#### **8. Dispute Resolution**

Any disputes arising under/ out of this agreement entered into in accordance with APERC (Grid Interactive Solar Rooftop Photovoltaic System Gross/Net Metering) Regulation, 2023 shall be resolved promptly in good faith and in an equitable manner by both the parties. Failing resolution of the dispute, the party may approach the Commission under Section 86 (1) (f) of EA 2003.

#### **9. Termination**

- 9.1 Discom has the right to terminate the Agreement on 30 days prior written notice, if the consumer breaches a term of this Agreement and does not remedy the breach within 30 days of receiving written notice from Discom of the breach.
- 9.2 The consumer can terminate the agreement at any time by providing Discom with 90 days prior notice.
- 9.3 The consumer agrees that upon termination of this Agreement, he must disconnect the photovoltaic system from Discom's distribution system in a timely manner and to Discom's satisfaction. However, he is not prevented from connecting his system under any other applicable provisions of the Electricity Act, 2003.

#### **10. Re-Sale of Electric Power**

The consumer shall not sell electricity generated from his solar rooftop plant under this agreement to any party without the sanction in writing obtained from the DISCOM.



**11. Obligation of Consumer to pay all charges levied by DISCOM**

The Consumer shall abide by the rules and shall pay the Maximum Demand Charges, energy charges, surcharges and other charges, if any, to the DISCOM in accordance with the notified Tariff besides the applicability of the General Terms and Conditions of Supply prescribed by the APERC from time to time.'

The consumer shall also abide by any other charges applicable with respect to the Connection of the Solar Rooftop Power Plant to the grid as per APERC Regulations.

**12. Theft of electricity or unauthorized use of electricity**

The consumer found indulging in theft of electricity or unauthorized use of electricity shall pay the penal/additional charges as may be levied by the DISCOM besides disconnection of supply as per the provisions of IE Act 2003 and General Terms and Conditions of supply.

**13. Knowledge of facts and rules**

Knowledge of Facts and Rules The consumer shall be deemed to have full knowledge of the provisions of the Electricity Act, 2003, the A.P. Electricity Reform Act, 1998 and all regulations and notifications made thereunder, as also all laws relating to the supply of electricity.

In the witness, where Mr. \_\_\_\_\_ for and on behalf of \_\_\_\_\_ (consumer) and Mr. \_\_\_\_\_ for and on behalf of \_\_\_\_\_ (Discom) agree to this agreement.

Signature of the Consumer

Signature of the Discom Representative

Date:

Date:

Witness 1:

Witness 2:

Signature:

Signature:

Name & Address:

Name & Address:

Date:

Date:



**ANNEXURE-IX (B) : AGREEMENT FOR GROUP OF CONSUMERS/  
SOCIETIES**

**(Group of Consumers/ Societies)**

Solar Rooftop Net Metering/Net billing or Net Feed-in /Gross Metering  
Connection Agreement

(On Non-Judicial stamp paper worth Rs. 100/-)

This Agreement is made and entered into at (location) \_\_\_\_\_ on this (date) \_\_\_\_\_ day of \_\_\_\_\_(month) \_\_\_\_\_(Year) between The Group of persons/society (herein after called as Eligible /Consumer),Represented by Sri/Smt \_\_\_\_\_ S/o, \_\_\_\_\_ residing at \_\_\_\_\_(address)\_\_\_\_\_ as first party AND \_\_\_\_\_Power Distribution Company of Andhra Pradesh Ltd. (herein after called as Discom) and having its registered office at \_\_\_\_\_(address)\_\_\_\_\_ as a DISCOM incorporated under the provisions of Companies Act 1956 consequent to the AP Electricity Reforms Act,1998(Which means its authorized representatives assigns, executors and its successors) as other party here in after called the "DISCOM".

Whereas, the consumer has taken the responsibility to set up or facilitate the requisite Solar Photovoltaic system and injection of Power into the Discom's grid

And whereas, the Discom agrees to benefit the consumer for the electricity generated and as per conditions of this agreement and Solar rooftop Regulations of the APERC.

Both the party hereby agrees to as follows:



### 1. Eligibility

- 1.1 All consumers of AP Discom(s) are eligible for setting up of the Grid-Interactive SRTPVS with/ without Battery Energy Storage System with their investment or through third party investment.
- 1.2 The Consumer(s) are free to choose Net metering or Gross Metering or Net Billing/Net Feed-in option for the sale of power to DISCOM.

### 2. Capacity of the SPV Plant and Maximum Contracted Load of the Premises

2.1 The Group of persons/society is proposing to install a rooftop solar power plant of \_\_\_\_kWp capacity under Solar \_\_\_\_\_Net metering/Net billing or Net Feed-in/ Gross metering facility at D.No. \_\_\_\_, Street\_\_\_\_, \_\_V, \_\_\_\_ (M)\_\_\_\_ (Dist) against Common Service Connection No\_\_\_\_, Category\_\_\_\_, Distribution\_\_\_\_ and having individual electrical service connections details furnished in the table below for a total contracted load of \_\_\_\_kW/HP/KVA and individual installed capacity share.

2.2 The installed capacity shares of members of the Group of persons/societies are as follows:

Sl.No. Consumer Name Installed Capacity share Consumer Service number

2.3. The Share can be revised only once in a financial year.

### 3. Governing Provisions

The consumer hereby undertakes to comply with all the requirements of the Electricity Act, 2003, the Rules and Regulations framed under, provisions of the tariffs, applicable Charges and General Terms and Conditions of Supply prescribed by the Discom with the approval of the Andhra Pradesh Electricity Regulatory Commission hereinafter called as "Commission" from time to time and agree not to dispute the same.

### 4. Technical and Interconnection Requirements

The consumer hereby agrees to comply with CEA (Technical Standard for Connectivity of the Distributed Generation Resources) Regulations, 2013, the CEA (Measures relating to Safety and Electric Supply), Regulations, 2010, CEA (Grid Standards) Regulations, 2010 and Andhra Pradesh State Electricity Regulatory Commission State Electricity Grid Code Regulation or any other relevant regulation, and amendments issued to all these regulations from time to time.

5. The consumer hereby agrees that Metering and synchronization of Solar Rooftop Photovoltaic System, feed-in tariff, Energy Settlement and Billing as per the



APERC (Grid Interactive Rooftop Solar Photovoltaic System Regulations, 2023 and its amendments thereof.

## 6. Liabilities

- 6.1 The consumer and Discom will indemnify each other for damages or adverse effects from either party's negligence or intentional misconduct in the connection and operation of the photovoltaic system or Discom's distribution system.
- 6.2 Discom and the consumer will not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for indirect, consequential, incidental or special damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise.
- 6.3 Discom shall not be liable for delivery or realization by the consumer for any fiscal or other incentive provided by the central / State government.

## 7. Duration of the Agreement

The agreement shall be in force for 25 years or up to the life of the project whichever is earlier, from the date of commencement of the agreement for all categories of consumers.

Provided that If the agreement of Consumer for supply with Discom is terminated, then the agreement of Consumer for SRTPVS is deemed to have been terminated. For the bill stopped service with SRTPVS to be restored, the consumer shall enter a new agreement with DISCOM for the balance agreement period from the date of the first commissioning of the project.

## 8. Dispute Resolution

Any disputes arising under/ out of this agreement entered into in accordance with APERC (Grid Interactive Solar Rooftop Photovoltaic System Gross/Net Metering) Regulation, 2023 shall be resolved promptly in good faith and in an equitable manner by both the parties. Failing resolution of the dispute, the party may approach the commission under Section 86 (1) (f) of EA 2003.

## 9. Termination

- 9.1 Discom has the right to terminate the Agreement on 30 days prior written notice, if the consumer breaches a term of this Agreement and does not remedy the breach within 30 days of receiving written notice from Discom of the breach.
- 9.2 The consumer can terminate the agreement at any time by providing Discom with 90 days prior notice.



- 9.3 The consumer agrees that upon termination of this Agreement, he must disconnect the photovoltaic system from Discom's distribution system in a timely manner and to Discom's satisfaction. However, he is not prevented from connecting his system under any other applicable provisions of the Electricity Act, 2003.

**10. Re-Sale of Electric Power**

The consumer shall not sell electricity generated from his solar rooftop plant under this agreement to any party without the sanction in writing obtained from the DISCOM.

**11. Obligation of Consumer to pay all charges levied by DISCOM**

The Consumer shall abide by the rules and shall pay the Maximum Demand Charges, energy charges, surcharges and other charges, if any, to the DISCOM in accordance with the notified Tariff besides the applicability of the General Terms and Conditions of Supply prescribed by the APERC from time to time.'

The consumer shall also abide by any other charges applicable with respect to the Connection of the Solar Rooftop Power Plant to the grid as per APERC Regulations.

**12. Theft of electricity or unauthorized use of electricity**

The consumer found indulging in theft of electricity or unauthorized use of electricity shall pay the penal/additional charges as may be levied by the DISCOM besides disconnection of supply as per the provisions of IE Act 2003 and General Terms and Conditions of supply.

**13. Knowledge of facts and rules**

Knowledge of Facts and Rules The consumer shall be deemed to have full knowledge of the provisions of the Electricity Act, 2003 the A.P. Electricity Reform Act, 1998, and all regulations and notifications made thereunder, as also all laws relating to the supply of electricity

In the witness, where of Mr. \_\_\_\_\_ for an on behalf of \_\_\_\_\_ (Eligible consumer) and Mr. \_\_\_\_\_ for and on behalf of \_\_\_\_\_ (Discom) agree to this agreement.

Signature of the Office-bearer  
of Group/ Society

Signature of the Discom  
Representative



Date:

Witness 1:

Signature:

Name & Address:

Date:

Date:

Witness 2:

Signature:

Name & Address:

Date: