

# Power Purchase Agreement



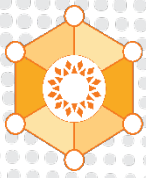
[A Power Purchase Agreement (PPA) constitute a legal contract between a power producer and power purchaser, commonly referred to as the “seller” and “off-taker”, respectively. For Solar Projects, PPA delineates the terms under which the energy generated by the solar project will be sold. The seller is responsible for various aspects, including the design, permitting, financing, installations, ownership, and operation of the energy systems which may be developed either on leased/owned space or on the space provided by the off-taker. Subsequently, the off-taker agrees to purchase the electricity generated at a predetermined rate or tariff for a specified duration as outlined in the PPA.]

A. Agreement between the Identified Parties
<ul style="list-style-type: none"><li>- Identify the seller and purchaser, their legal status, and contact information</li><li>- Highlight the broader terms of the agreement such as:<ul style="list-style-type: none"><li>• Seller agrees to develop the solar project (include information such as name, description, location, and capacity or energy output of the project)</li><li>• Seller is agreed to generate the electricity and sell the net generation to the off-taker</li><li>• Off-taker wishes to purchase the electricity generated by the project pursuant to the terms and conditions of this agreement.</li></ul></li></ul>
B. Definitions
<ul style="list-style-type: none"><li>- Key terms used throughout the agreement unless defined in the subsequent clauses/sub-clauses</li></ul>
C. Project Description
<ul style="list-style-type: none"><li>- Provide the project details which includes:<ul style="list-style-type: none"><li>• Project location,</li><li>• Project installed capacity,</li><li>• Type of technology used, and</li><li>• Interconnection details, etc.</li></ul></li></ul>
D. Terms
<ul style="list-style-type: none"><li>- Commencement date and time period of the agreement from the commercial operation date</li><li>- Agreement options after the successful completion of the stipulated time period:<ul style="list-style-type: none"><li>• Provision to extend the time period for the agreement, may re-evaluate the electricity sale and purchase conditions,</li><li>• Transfer of project ownership to the off-taker, or</li><li>• Allowing the seller to sell the electricity in the open access market, etc.</li></ul></li></ul>

<b>E. Sale and Purchase of Electricity</b>
<ul style="list-style-type: none"> <li>- Pricing mechanism (fixed price, indexed price, etc.)</li> <li>- Payment terms which include currency, billing and payment mechanism, penalties on late payment and resolution for disputed invoices.</li> <li>- Minimum electricity purchase obligations for the off-taker.</li> <li>- Sale and purchase terms for any excess generation of electricity</li> <li>- Responsibility to install, operate, and maintain the project at the Premises</li> <li>- Reasonable excess for premises, in case the project is to be developed on off-taker's land or space.</li> </ul>
<b>F. Operation and Maintenance</b>
<ul style="list-style-type: none"> <li>- Project operating standards</li> <li>- Permissible electricity generation outages, including project performance, scheduled outages and forced outages.</li> <li>- Liabilities during the project operation</li> <li>- Operating personal details</li> <li>- Project inspection and records</li> </ul>
<b>G. Environmental Attributes</b>
<ul style="list-style-type: none"> <li>- Ownership of all environmental attributes associated with the electricity generated by the System, including but not limited to renewable energy certificates (RECs).</li> </ul>
<b>H. Insurance</b>
<ul style="list-style-type: none"> <li>- Maintenance of project insurance coverage</li> <li>- Certificates of insurances</li> <li>- Offtaker's options to purchase equivalent insurance if the Seller fails to obtain or maintain the policies of insurance</li> </ul>
<b>I. Force Majeure</b>
<ul style="list-style-type: none"> <li>- Define events beyond the control of either party that may excuse performance (such as natural events, act of war, embargo, revolution, strikes, etc.)</li> <li>- Exclusion from Force Majeure</li> <li>- Consequences of Force Majeure</li> </ul>
<b>J. Indemnification and Liability</b>
<ul style="list-style-type: none"> <li>- Specify which party is responsible for damages caused by the other</li> <li>- Obligation to defend any claims</li> </ul>
<b>K. Resolution of Disputes</b>
<ul style="list-style-type: none"> <li>- Mutual Discussions</li> <li>- Arbitration, if the dispute can not be settled mutually</li> <li>- Continued performance, both seller and off-taker to perform the set obligations under this agreement, during the pendency of any arbitration</li> </ul>
<b>L. Notices</b>
<ul style="list-style-type: none"> <li>- Specify how communications between parties should be handled</li> <li>- Detailed addresses of both Seller and Off-taker</li> </ul>



<b>M. Termination</b>
<ul style="list-style-type: none"><li>- Specify the terms under which either seller or off-taker can terminate the agreement</li><li>- Terms on ownership of solar project after the agreement termination</li><li>- Terms on selling of generated electricity after the agreement termination</li></ul>
<b>N. Miscellaneous</b>
<ul style="list-style-type: none"><li>- Environmental and regulatory compliances</li><li>- Performance guarantees</li><li>- Data Privacy</li><li>- Net metering, if applicable</li><li>- Grid connection</li><li>- Taxes</li><li>- Governing laws</li><li>- Entire agreement</li><li>- Amendments</li></ul>
<b>O. Witness Signature</b>
<ul style="list-style-type: none"><li>- Signature of both Seller and Off-taker authorized personnel</li></ul>



STAR-CENTRE

# Power Net Metering Agreement



[Net metering enables consumers to be both producers and sellers, i.e., prosumers, of electricity by generating and selling excess electricity back to the grid. In Solar Projects, particularly rooftop solar projects, a Net Metering Agreement outlines how the extra electricity produced by the solar project will be deducted from the prosumer's electricity bill.]

## **A. Agreement between the Identified Parties**

- Identify the consumer and Electricity Distribution company/Utility, their legal status, and contact information
- Capacity of the Grid Interactive Solar Project
- Regulations under which the Utility is agreed to provide the grid connectivity

## **B. Definitions**

- Key terms used throughout the agreement

## **C. Net Metering Eligibility**

- Eligibility requirements established by the Utility and applicable regulatory authority

## **D. Technical and Interconnection Requirements**

- Interconnection standards and grid codes
- Installation of isolation device
- Inter-connection point and metering point
- Furnish all relevant data such as voltage, frequency, circuit breaker, isolator position in the project
- Operation and maintenance responsibility and procedure

## **E. Safety**

- Installed equipment compliance with relevant international (IEEE or IEC) or national standards
- Provision for utility to direct the consumer to disconnect the system in case it is causing damage to utility's other consumers or its assets
- Utility to disconnect the system in case of any safety concerns

## **F. Metering and Billing**

- Installation of Net Meter
- Generation of net bill i.e., difference between the electricity supplied by the utility and the electricity generated by the customer-generator
- Any excess generation carry forward over to subsequent bill
- Compensation in case the solar project is unable to inject the excess generation to the grid
- Cost of the connection

**Note:** The content in the document is intended to only provide guidance to prepare the report



**G. Dispute resolution**

- Any dispute to be resolved mutually
- Concerned judicial body in case of non-resolution of dispute

**H. Witness Signature**

- Signature of both Seller and Off-taker authorized personnel