

AGREEMENT BETWEEN SPG AND CONSUMER IN RESCO MODEL

This Power Purchase Agreement (PPA) is executed on ___ (date), ___(month), ___ (year) at <location>between_____ Authorized representative of Purchaser (detail address), (hereinafter referred to as "**Consumer**")

AND

M/s, a company incur

porated under the Companies Act, 1956/2013 having its registered office at _____(detail address) (hereinafter referred to as "**SPG**" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns). The Consumer and SPG are each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. **SPG** has been notified as a registered vendor of APDCL as per provisions of Assam Solar Energy Policy – 2017 for design, manufacture, supply, erection, testing and commissioning including warranty, operation and maintenance of _____ kW roof-top Solar PV System for a for a period of _____ years
- B. The **SPG** has been has been notified as successful bidder by <Name of Implementation Organization> / or has been engaged by Consumer for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of ___ kWp Rooftop Solar PV System under RESCO mode as per competitive bidding under RFS No _____ dated _____ / as per Letter of Award vide LOA No dated issued by Consumer.
- C. The SPG has agreed to install and operate a solar photovoltaic power plant of ___kWp capacity at the Premises after due inspection of the Premises and supply the entire Solar Power of the Project to Consumer on the terms and conditions contained in this Agreement.
- D. The Consumer has agreed to purchase the entire Solar Power of the Project on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the mutual promises, conditions and covenants set forth herein, the Parties hereby agree as below:

- 1. The term of the Agreement shall continue for twenty five (25) years from the Commercial Operation Date. After the Term, the ownership of the System shall be transferred to the Consumer free of cost.
- 2. The SPG will cause the Project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with RFS No _____ dated: _____

and the sanction letter issued by <NAME OF Implementing Agency> / or LOA issued by the Consumer.

3. The system will be legally and beneficially owned by the SPG and will be operated and maintained and, as necessary, repaired by the SPG at its sole cost and expense. Replacement of spare parts if any shall be responsibility of SPG for the complete period of Agreement. If any repair or maintenance costs incurred by the SPG as a result of Consumer's breach of its obligations, shall be reimbursed in full by Consumer.
4. The metering system shall be as per the requirements and guidelines of the APDCL
5. In consideration of the sale of power, Consumer shall pay to the SPG a monthly payment for the solar power generated by the system during each calendar month as recorded in Joint Meter Reading Report at a tariff equal to Rs. _____ kWh as per <NAME OF Implementing Agency> allocations / mutually agreed tariff between the parties.
6. The other terms and conditions shall be as per APDCL's norms and are available on APDCL' website

IN WITNESS WHEREOF the Parties have caused the Agreement to be duly executed through their duly authorized representatives as of the date set forth above.

FOR AND ON BEHALFOF
< Name of Consumer >
M/s _____

FOR AND ON BEHALFOF
<Name of Power SPG,>

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

NAME:

NAME:

DESIGNATION:

DESIGNATION:

WITNESSNAME: _____

WITNESSNAME: _____

- 1.
- 2.

- 1.
- 2.