

### Annexure 3.7.1: Form of novation of renewable energy power purchase agreement

This Novation Agreement made and entered on \_\_\_\_\_<sup>1</sup> between:

1. \_\_\_\_\_<sup>2</sup>  
(hereinafter referred to as the “**Transferor**”);
2. \_\_\_\_\_<sup>3</sup>  
(hereinafter referred to as the “**Transferee**”); and
3. \_\_\_\_\_<sup>4</sup>  
(hereinafter referred to as the “**Distribution Licensee**”), collectively referred to as the “**Parties**”.

Whereas:

- A. The Transferor has been granted a feed-in approval dated \_\_\_\_\_<sup>5</sup> bearing number \_\_\_\_\_<sup>6</sup> (hereinafter referred to as the “**Feed-In Approval**”) by the Sustainable Energy Development Authority Malaysia (hereinafter referred to as the “**Authority**”) pursuant to the Renewable Energy Act 2011 (hereinafter referred to as the “**Act**”).
- B. Following the grant of the Feed-in Approval, the Transferor and Distribution Licensee entered into a renewable energy power purchase agreement dated \_\_\_\_\_<sup>7</sup> and registered pursuant to the Act (hereinafter referred to as the “**REPPA**”) in respect of the purchase by the Distribution Licensee of renewable energy generated by the Transferor’s renewable energy installation utilising solar photovoltaic technology (hereinafter referred to as the “**Renewable Energy Installation**”).
- C. Clause 13.1(c) of the REPPA provides that in the event the Transferor sells the building to which the Renewable Energy Installation relates, the Transferor and Distribution Licensee will enter into a novation agreement to effect the novation of the REPPA to the new owner of the Renewable Energy Installation, being the Transferee.

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<sup>1</sup> Insert date of agreement.

<sup>2</sup> Insert name and address of the existing feed-in approval holder.

<sup>3</sup> Insert name and address of the proposed transferee of the feed-in approval.

<sup>4</sup> Insert name and address of the relevant distribution licensee.

<sup>5</sup> Insert date of applicable feed-in approval.

<sup>6</sup> Insert reference number of applicable feed-in approval.

<sup>7</sup> Insert date of applicable renewable energy power purchase agreement.

In consideration of the mutual agreements and undertakings set out below, it is hereby agreed:

1. **Condition Precedent**

- 1.1 This Novation Agreement is conditional upon the Transferor procuring the approval of the Authority in respect of both the transfer of the Renewable Energy Installation and the transfer or assignment of the Feed-In Approval to the Transferee (hereinafter referred to as the “**Condition Precedent**”) within 30 calendar days from the date of this Novation Agreement (hereinafter referred to as the “**Conditional Period**”).
  - 1.2 This Novation Agreement shall become unconditional on the date (hereinafter referred to as the “**Effective Date**”) the Condition Precedent is fulfilled within the Conditional Period. The Transferor shall submit a copy of the Authority’s approval referred to in clause 1.1 to both the Distribution Licensee and Transferee as soon as possible and in any event within 7 calendar days after the Transferor’s receipt thereof.
  - 1.3 In the event the Condition Precedent is not fulfilled within the Conditional Period, this Novation Agreement shall automatically lapse and be null and void and of no further force or effect.
2. The Parties agree that with effect from the Effective Date, all rights, titles, interests, benefits, obligations and liabilities of the Transferor under or in connection with the REPPA shall be assigned and transferred to, and vested in, the Transferee.
  3. The Transferee undertakes to the Distribution Licensee and Transferor that with effect from the Effective Date it will be bound by the terms and conditions of the REPPA and will assume and discharge all the liabilities and perform all the obligations of the Transferor thereunder in every way as if the Transferee was the original party thereto.
  4. The Distribution Licensee agrees to release and discharge the Transferor of claims and/or demands under or in connection with the REPPA arising after the Effective Date and accepts the sole obligations and liabilities of the Transferee under the REPPA in lieu of that of the Transferor from the Effective Date, and the Distribution Licensee further agrees to be bound by the terms of the REPPA in every way as if the Transferee was the original party in place of the Transferor.
  5. Each of the Parties hereby severally agrees, covenants and undertakes with each other to execute and do all such deeds, issuances, acts and things as may be required, necessary or expedient so that the full effect may be given to the terms and conditions of this Novation Agreement.
  7. The Transferee shall be responsible for the payment of any and all stamp duty payable on or in respect of this Novation Agreement.
  8. This Novation Agreement shall be governed by and construed in accordance with the laws of Malaysia.
  9. This Novation Agreement shall be binding upon the respective successor-in-title and permitted assigns of the Parties.

Executed as an Agreement the day and year first stated above.

SIGNED for and on behalf of )  
The Transferor ) in  
the presence of: )  
 )  
 )  
\_\_\_\_\_8 \_\_\_\_\_9

SIGNED for and on behalf of )  
The Transferee ) in  
the presence of: )  
 )  
 )  
\_\_\_\_\_10 \_\_\_\_\_11

SIGNED for and on behalf of )  
The Distribution Licensee ) in  
the presence of: )  
 )  
 )  
\_\_\_\_\_12 \_\_\_\_\_13

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<sup>8</sup> Insert name, NRIC number and designation of witness for signatory/signatories for the existing feed-in approval holder.

<sup>9</sup> Insert name(s), NRIC number(s) and designation(s) of signatory/signatories for the existing feed in approval holder.

<sup>10</sup> Insert name, NRIC number and designation of witness for signatory/signatories for the proposed transferee of the feed-in approval.

<sup>11</sup> Insert name(s), NRIC number(s) and designation(s) of signatory/signatories for the proposed transferee of the feed-in approval.

<sup>12</sup> Insert name, NRIC number and designation of witness for signatory/signatories for the distribution licensee.

<sup>13</sup> Insert name(s), NRIC number(s) and designation(s) of signatory/signatories for the distribution licensee.