

BEFORE THE UTTARAKHAND ELECTRICITY REGULATORY COMMISSION

INDEX

IN THE MATTER OF: Petition Seeking Review of UERC's Order Dated 27th March 2025, Passed in the Suo Moto Proceedings Regarding Extension Requests for Development and Commissioning of Solar Power Plants Allotted Under the "Tariff-Based Competitive Bidding Process" for Type-1 Projects Under the Solar Energy Policy of Uttarakhand, 2013

AND

IN THE MATTER OF: M/S DOON VALLEY SOLAR POWER PVT. LTD., a company registered under the Company's Act, 2013 having its registered office at C/o Rameshwar Havelia, 183-1/1, Rajpur Road, Dehradun, Uttarakhand-248001, Through its director Mr. Saksham Havelia S/o Shri Rameshwar Havelia, R/o Kuanwala, P.O. Harrawala, Dehradun, Uttarakhand, Pin- 248001

.....Petitioner

AND

1. UTTARAKHAND POWER CORPORATION LTD, Add; Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road, Balliwala Chowk, Dehradun, Uttarakhand.
2. UTTARAKHAND RENEWABLE ENERGY DEVELOPMENT AGENCY, Add; Energy Park Campus, Patel Nagar Industrial Estate, Dehradun, Uttarakhand.

..... Proforma Respondents

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Mr. Saksham Havelia (Director)

M/S DOON VALLEY SOLAR POWER PVT. LTD.

File No.....

Case No.....

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..... Proforma Respondents

Doon Valley Solar Power Private Limited

 Director

The humble Petitioner most respectfully sheweth:

1. Specific Legal Provision under which Petition is being filed:

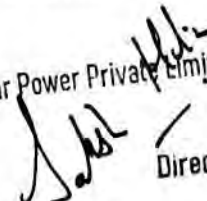
- I. Section-86(1)(e) of Electricity Act, 2003 requires the promotion of cogeneration and generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid.
- II. Section 94(1) in The Electricity Act, 2003 stipulated as under:
"The Appropriate Commission shall, for the purposes of any inquiry or proceedings under this Act, have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 (5 of 1908) in respect of the following matters, namely reviewing its decisions, directions and orders. "
- III. Regulation 54 (1) Of the UERC (Conduct of Business) Regulations, 2014 stipulates as follows:
"The Commission may on its own or on the application of any of the persons or parties concerned, within 60 days of the making of any decision, direction or Order, review such decisions, directions Orders and pass such appropriate orders as the Commission thinks fit. "
- IV. The accompanying petition is being filed under the above provisions of Law.

2. Limitation: -

The current petition has been filed within time limit and is not barred by limitation specified under law.

3. Facts of the case: -

1. The Petitioner was allotted a solar power plant of 1000 KWp capacity by UREDA after participating in a tender process bearing E-Tender/RfP No.: 02/UREDA/Grid Connect/RfP/2019-20, Dated 13-02-2019. The letter of award for the said allotment was received by the Petitioner on 18/07/2019 (LOA

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No. 887 of 18/07/2019). A photocopy of the said Letter of Award is being annexed as **Annexure No-2**.


2. That the Petitioner's 1000 KWp Solar Power plant was initially proposed to be established at Village - Bicchu, Post office- Nainbagh, District-Tehri Garhwal, Uttarakhand.
3. That the Hon'ble Commission, on various occasions, granted extensions to the control period of the benchmark capital cost and the generic tariff to developers, inter alia, due to the impact of COVID-19. These extensions were granted from time to time since the inception of the scheme, with the last such extension being granted up to 15-11-2021.
4. That the Petitioner was already facing considerable difficulty in aggregating approximately 100 Nalis of land required for the establishment of its 1 MW solar power plant at the aforementioned location. The situation was further aggravated by the outbreak of the COVID-19 pandemic and the consequent restrictions, which significantly hindered the Petitioner's ability to communicate with and approach landowners for securing land on lease. As a result, the Petitioner was unable to identify and procure the requisite contiguous land within the time period prescribed under the extended timeline granted by the Hon'ble Commission.
5. That the Uttarakhand Renewable Energy Development Agency (UREDA), vide its letter dated 30.05.2023, extended the timeline for commissioning of the project up to 31.03.2024, and subsequently further extended the same up to 31.12.2024.
6. That while the Petitioner was actively searching for suitable land to establish its solar power plant within the extended timeline, it simultaneously, at that very juncture, addressed a letter dated 30.05.2022 to the Respondent, informing that a project company had been duly incorporated in accordance with the terms of the RFP and LOA. The Petitioner, therefore,

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requested the UREDA to approve the said project company and issue a formal letter enabling it to execute the Power Purchase Agreement (PPA) with UPCL. However, no response was received to the said communication for over two years. The Petitioner, meanwhile, focused its efforts on identifying appropriate land for the project and, due to the lack of response from the Respondent, did not pursue the approval further at that stage. It is respectfully submitted that it was the duty of UREDA to respond to such correspondence in a timely manner, let alone provide the necessary approval. A copy of the letter dated 30.05.2022 is annexed herewith and marked as **Annexure No.-3**.

7. That it is respectfully submitted that the Petitioner made sustained, sincere, and diligent efforts to identify, negotiate, and secure the requisite land at the initially proposed location. Despite persistent follow-ups and every reasonable attempt, including engagement with multiple landowners, the efforts remained unsuccessful due to fragmented land holdings and the non-cooperation of certain landowners. Confronted with these persistent impediments, and in order to ensure the continued viability of the project, the Petitioner was constrained to change the proposed project site. Upon the suggestion of UPCL, the Petitioner decided to shift the location of the 1 MW solar power plant to Village Barhkolu, District Pauri Garhwal, Uttarakhand, where the Petitioner was hopeful of aggregating the necessary land. Accordingly, the Petitioner addressed a letter dated 28.08.2024 to the Respondent seeking the issuance of the Technical Feasibility Report (TFR) for the newly identified site. A copy of the said letter is annexed herewith and marked as **Annexure No.-4**.
8. However, due to issues pertaining to the issuance of the Technical Feasibility Report (TFR) for the newly identified site in Pauri, the Petitioner was unfortunately compelled to abandon the said location, despite having successfully identified and aggregated the requisite land. Meanwhile, the Petitioner had also identified an alternative site in Village

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Miyani, Nainbag, District Tehri Garhwal, Uttarakhand. However, owing to the continued delay in the issuance of the TFR for this new site as well, despite repeated follow-ups, the Petitioner was constrained to write to UREDA vide letter dated 11.10.2024, expressing its inability to complete the project by the last extended deadline of 31.12.2024 due to the non-issuance of the TFR. A copy of the said letter is annexed herewith and marked as **Annexure No.-5**.

9. That it is submitted that the Petitioner was confronted with a threefold challenge: firstly, the difficulty in aggregating land; secondly, the prolonged delay in obtaining the Technical Feasibility Report (TFR); and thirdly, the persistent pendency in the approval of the project company. Despite the Petitioner having submitted a request for approval of the project company as early as May 2022, no action was taken by the Respondent. In continuation of the initial request, the Petitioner made a second representation on 24.07.2024, seeking approval and updation of the project company details in the Respondent's records. This was further followed up by letters dated 09.08.2024, 23.08.2024, and a final request dated 09.11.2024. It is pertinent to mention that without such approval and the corresponding communication to UPCL by UREDA, the Petitioner was not in a position to execute the Power Purchase Agreement (PPA) with UPCL. True copies of the aforementioned letters are annexed herewith and collectively marked as **Annexure No.-6**.
10. That it is further submitted that, finally, after a delay of nearly four months from the Petitioner's second correspondence dated 27.07.2024 regarding approval of the project company, the Petitioner received a letter from UREDA on 26.11.2024 permitting the transfer of the Power Purchase Agreement (PPA) to the Project Company. However, this approval came at a belated stage, leaving the Petitioner with a window of only 35 days to execute the PPA and thereafter complete the entire project. A copy of the said letter is annexed herewith and marked as **Annexure No.-7**.

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11. That it is further submitted that, following the delayed approval of the Project Company, the Power Purchase Agreement (PPA) was finally executed on 13.12.2024 at a tariff rate of ₹4.43/kWh. This was the prevailing tariff determined as per the order dated 19.11.2024, and notably lower than the tariff rate originally allotted to the Petitioner pursuant to the competitive bidding process and recorded in the Letter of Award (LOA). A copy of the executed PPA is annexed herewith and marked as **Annexure No.-8**.
12. That after the execution of the PPA, the Petitioner was left with a window of merely two weeks to set up the entire solar power plant—an exercise which was practically impossible to complete within such an unreasonably short timeframe. Nevertheless, the Petitioner proceeded with the work in good faith and earnestness. However, during this period, the Petitioner was faced with yet another unforeseen challenge. Several official websites of the Government of Uttarakhand, including that of the Industries Department, were rendered non-functional due to an attempted cyber-attack. These websites remained inaccessible for a considerable duration, which in turn prevented the Petitioner from applying for Single Window Clearance system, further hampering the Petitioner's progress.
13. That the Petitioner, having encountered multiple impediments as detailed hereinabove in its endeavor to establish the solar power plant, addressed a letter dated 02.01.2025 to UREDA requesting a further extension of the project commissioning deadline till March 2025. The said letter mentioned all the reasons and circumstances that had cumulatively contributed to the delay, including but not limited to the prolonged non-issuance of the Technical Feasibility Report (TFR), the delayed approval of the Project Company, the belated execution of the Power Purchase Agreement (PPA), and the disruption of official government websites which hindered the Petitioner from applying through the Single Window Clearance system. A copy of the said letter is annexed herewith and marked as **Annexure No.-9**.

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14. That it is submitted that the Petitioner, even after the expiry of the last extended deadline, continued to act in good faith and executed a lease deed for a portion of the requisite land in Village Miyani, Nainbag, District Tehri Garhwal, Uttarakhand, on 18.02.2025, with the hope that a further extension would be granted and the substantial time, effort, and investment made by the Petitioner would ultimately bear fruit. In furtherance of this, the Petitioner made a final request to UREDA seeking an extension of the commissioning timeline. However, instead of acceding to the request, UREDA sought directions from the Hon'ble Commission. Pursuant to this, by its order dated 27.03.2025, the Hon'ble Commission directed UREDA to cancel the Letter of Award (LoA), and accordingly, no further extension was granted. A copy of the lease deed dated 18.02.2025 is annexed herewith and marked as **Annexure No.-10**.
15. The Petitioner made every possible and sincere effort to implement the project; however, the circumstances that unfolded were largely beyond the Petitioner's control, leading to an unfortunate outcome. The delay that has occurred is not a result of inaction or negligence but is despite the Petitioner's persistent, bona fide, and diligent efforts to develop the proposed solar power plant. It is respectfully submitted that the delay is not solely attributable to the Petitioner, but has also been significantly caused by the prolonged and unreasonable delays in the grant of approvals for the Technical Feasibility Report (TFR) and the Project Company by UPCL and UREDA, respectively.

4. Cause of Action: -

The cause of action for filing the present Review Petition arose on 27-03-2025, when the Hon'ble Commission passed an order directing the cancellation of the Letter of Award (LoA) granted to the Petitioner, thereby denying further extension of the commissioning date for the proposed solar power project. The cause of action is continuous in nature, as the said order has

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resulted in irreparable loss and prejudice to the Petitioner. Hence, the present Review Petition is being filed seeking reconsideration of the said order in the interest of justice and equity.

5. Grounds of Relief: -

5.1 That it is respectfully submitted that the Hon'ble Commission sought information regarding the successful developers from UREDA, and based solely on the information so furnished, proceeded to pass the impugned order cancelling the Letters of Award (LOAs). It is submitted that UREDA was neither in a position nor under a legal obligation to adequately represent the case of the Petitioner. Consequently, relevant facts and material evidence pertaining to the Petitioner's project were not placed before the Hon'ble Commission. The Petitioner submit that the principles of natural justice require that an opportunity of hearing ought to have been afforded to the concerned developers prior to the passing of any adverse order, particularly an order involving cancellation of the LOAs. The impugned decision has been taken without giving the Petitioner an opportunity to be heard, despite the fact that significant time, effort, and financial investment has already been made in furtherance of the project. The non-observance of Audi Alteram partem has thus caused grave prejudice to the Petitioner.

5.2 That it is further submitted that UREDA, in its submissions before the Hon'ble Commission, failed to disclose the delays that were attributable to its own inaction. In particular, UREDA did not bring to the attention of the Hon'ble Commission that it had failed to approve the Project Company despite the Petitioner's initial request dated 30.05.2022, followed by repeated reminders on 24.07.2024, 09.08.2024, 23.08.2024, and 09.11.2024. As a result of this inaction, there was a delay of nearly four months from the second request dated 24.07.2024 before the Petitioner finally received the approval on 26.11.2024. It is pertinent to note that without such approval, the Petitioner could not have

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executed the Power Purchase Agreement (PPA) with UPCL. Therefore, a substantial portion of the delay is directly attributable to UREDA's failure to act in a timely manner and its prolonged inaction upon the Petitioner's repeated requests for approval of the Project Company.

- 5.3 That despite the Petitioner's continuous, bona fide, and diligent efforts, the necessary approvals were not granted within a reasonable timeframe, which rendered it impossible for the Petitioner to adhere to the original or extended commissioning timelines. The Petitioner's conduct throughout has been marked by sincerity, proactive follow-ups, and adherence to procedural requirements.
- 5.4 That the belated approval of the Project Company on 26.11.2024 left the Petitioner with only 35 days to execute the PPA and commission the project, a timeline that is wholly unfeasible for any infrastructure project of this nature, especially in a geographically challenging location.
- 5.5 That after the execution of the PPA, the Petitioner encountered further delays in applying for mandatory clearances through the Single Window System due to a disruption of official government websites, including that of the Industries Department, which remained non-functional for a prolonged period due to a cyber-attack—yet another factor beyond the Petitioner's control.
- 5.6 That without prejudice to the other grounds raised herein, the Petitioners respectfully submit that the rationale adopted by the Hon'ble Commission in cancelling the Letters of Award (LOAs), on the premise that the Uttarakhand Solar Energy Policy, 2013 has been repealed upon the enforcement of the Uttarakhand State Solar Policy, 2023, fails to consider the broader policy objectives enshrined in the new Solar Policy itself. The Uttarakhand State Solar Policy, 2023, in fact, sets forth significantly more ambitious targets, seeking to achieve

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solar capacity addition of approximately 2500 MW. The projects awarded under the 200 MW scheme would meaningfully contribute to the attainment of these enhanced targets.

- 5.7 That it is further submitted that, as of now, there is no indication of any fresh tender being issued by the concerned department in the near future. This position is also acknowledged and affirmed by UPCL itself in its reply to the Suo Moto proceedings which have culminated in the present order under review. In such circumstances, cancelling the LOAs rather than facilitating their execution will only hinder the realization of the State's renewable energy objectives.
- 5.8 Moreover, it is respectfully submitted that the very efficacy and credibility of future schemes is undermined when past schemes, floated under statutory policies and acted upon by developers in good faith, are not fulfilled or allowed to reach completion. If projects already awarded under earlier schemes are abruptly cancelled without due consideration of the developers' investments and the prevailing ground realities, it raises serious concerns about the sanctity and enforceability of future policy initiatives and tenders. This not only discourages investor confidence but also defeats the long-term vision of scaling up solar power capacity in the State.
- 5.9 That it is pertinent to note that India has set a national target of achieving 500 GW of non-fossil fuel-based energy capacity by the year 2030, with solar energy playing a central role in this transition. Of this, a specific target of 280 GW of solar capacity has been set. The success and implementation of State-level projects, including those under the 200 MW scheme, form a critical component of India's contribution toward these national goals under its international climate commitments. The cancellation of such projects runs counter to both State and national renewable energy ambitions.

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- 5.10 That the Hon'ble Commission, vide its order dated 15.12.2019, while adjudicating upon the petition concerning the revival of bids submitted by unsuccessful bidders under the 200 MW Solar PV Scheme, clearly delineated the scope of its jurisdiction. It was unequivocally held that:

"Further, the RfP for the development of Solar PV plants under Type-I was approved by the Government of Uttarakhand (GoUK) vide letter no. 232/1/2019-05/14/2009 dated 08.02.2019, subject to certain conditions. In such RfP(s), the role of the Commission is limited to the Regulations and tariff rates specified therein for renewable energy-based power plants, and approval or otherwise of the RfP comes under the purview of GoUK."

"Accordingly, based on the above discussion, the Commission is of the view that the issues raised by the Petitioners do not come under the jurisdiction of the Commission, and therefore, they are advised to approach the relevant authority in the matter, which in the present case would be the Director, UREDA or Secretary (Energy), Government of Uttarakhand."

- 5.11 That having thus expressly confined its role to tariff determination and regulatory oversight, the Commission cannot now act contrary to its own findings and assume a role that lies exclusively with the executive authority namely, UREDA or the Government of Uttarakhand. In particular, the direction to cancel the Letter of Award (LoA) an administrative function clearly falls outside the Commission's jurisdiction as acknowledged in its own order dated 15.12.2019.
- 5.12 That the Commission, on past occasions as well as UREDA, has granted extensions on the condition that any delay beyond the dates set in the respective extension orders would attract the lower of-
- (i) the prevailing tariff for the relevant financial year, as extended from time to time, or
 - (ii) the tariff determined through competitive bidding/PPA.

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[Signature]
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- 5.13 That the Petitioner humbly requests a final extension on the same terms and has already accepted the lower tariff than what was awarded to the competitive bidding process. The petitioner has accepted the prevailing tariff rate of 2024-25 instead of the higher tariff awarded through the competitive bidding. This arrangement will, in fact, be beneficial to the DISCOM, as it will enable them to procure electricity from the Petitioner at a reduced tariff.
- 5.14 That it is most respectfully submitted that the Hon'ble Commission may be pleased to adopt a broad, purposive, and benevolent approach while considering the present review, particularly in light of the foundational objectives enshrined in the Uttarakhand Solar Policy, 2013. The petitioner humbly submits that grant of a final opportunity for extension would be in consonance with the very spirit and purpose of the policy, which aims inter alia:
- a) To promote green and clean power using solar energy to reduce the dependence on conventional sources of energy like coal, gas and oil.
 - b) To create direct and indirect employment opportunities in the State.
 - c) To create conditions conducive to the involvement of investors in RE projects.
 - d) To enhance the use of solar energy source that assist in mitigating environmental pollution.

The Petitioner's project is aligned with the above-stated objectives, and a final opportunity for extension would enable the realization of these goals in letter and spirit.

- 5.15 That despite the Petitioner's rigorous and sustained efforts to establish the solar power plant, a significant challenge persists in the form of land acquisition particularly for projects of larger capacity in hilly regions. In such areas, land ownership is highly fragmented. Often, a single parcel of land is jointly owned by multiple family members, and this is only

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one part of the problem, as adjoining parcels are owned by entirely different individuals or families.

- 5.16 That Convincing each and every co-owner, across multiple parcels, to agree not only to the lease but also to a uniform lease rate is an extremely complex and time-consuming task. The Petitioner has made diligent and bona fide attempts, yet has faced failure on two separate occasions despite putting in sincere, consistent, and transparent efforts.
- 5.17 That this is a systemic challenge faced by most developers operating in hilly terrains, and it is respectfully submitted that the Hon'ble Commission ought to take this ground reality into consideration while adjudicating matters involving delays or procedural difficulties in such regions.
- 5.18 The Petitioner acknowledges that there has been a significant delay; however, it is respectfully submitted that such delay was neither deliberate nor caused by any negligence on the part of the Petitioner. On the contrary, the Petitioner would have erected and commissioned the solar power plant within the last extended deadline of 30.12.2024 had the Technical Feasibility Report (TFR) from UPCL and the approval of the Project Company by UREDA been granted in a timely manner. The delay beyond 30.12.2024 is, therefore, not attributable to any lapse on the part of the Petitioner. Throughout this period, the Petitioner has consistently acted in good faith, made sincere and diligent efforts, and remained fully committed to the successful implementation of the project. This consistent good faith and earnest effort on the part of the Petitioner is clearly reflected in the various correspondences made to the concerned departments from time to time, detailing the challenges faced and seeking necessary approvals and extensions. True copies of the said correspondences are annexed herewith and form an integral part of the present petition.

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- 5.19 That the Petitioner continued to act in good faith even after the lapse of the last extension, including executing a lease deed for part of the land on 18.02.2025 and applying for a further extension, demonstrating its unwavering commitment to the project.
- 5.20 It is respectfully submitted that, in view of the foregoing circumstances and in the interest of justice, the commissioning timeline may kindly be extended up to December 2025. It is submitted that the adjudication of the present petition and the consequent issuance of orders by the Hon'ble Commission may reasonably take up to three months. By that time, the monsoon season would have commenced, rendering it practically unfeasible to undertake civil and erection activities for the solar plant, particularly given the challenges posed by the hilly terrain. Accordingly, an extension at least until December 2025 would be necessary and reasonable, as it would provide the Petitioner with a workable post-monsoon window of four to five months to complete the installation and commissioning of the solar power plant in a safe and effective manner.
- 5.21 That the relief sought is reasonable in the facts and circumstances of the case, and unless an extension of time is granted up to December 2025, the Petitioner will be left without any effective remedy despite having acted diligently and in compliance with the terms of the RFP and LoA.
- 5.22 That the Petitioner has a vested interest in the project, has already made substantial investments, and has taken significant steps toward execution, and the cancellation of the LoA would result in irreparable injury, financial loss, and a setback to the objective of encouraging renewable energy infrastructure in the region.

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6. Details of Remedy Exhausted:

That as the Hon'ble Commission is the Appropriate Authority to consider the matter, no judicial remedy has been sought from any other forum/courts etc.

7. Matter not previously filed or pending with any other court:

As the Hon'ble Commission is the Appropriate Authority to consider the matter, the petition is being filed only before the Hon'ble Commission and no other petition or Application is pending before any other court.

8. Relief Sought:

In view of the foregoing facts, circumstances, and grounds stated hereinabove, the Petitioner most respectfully prays that this Hon'ble Commission may be pleased to:

- a) Admit and allow the present Review Petition filed against the order dated 27.03.2025;
- b) Review and recall the order dated 27.03.2025, whereby the Letter of Award (LoA) issued to the Petitioner was directed to be cancelled;
- c) Grant an extension of the commissioning date for the Petitioner's solar power project up to December 2025, considering the genuine difficulties faced in acquiring land in hilly terrain and the practical challenges of executing construction during the monsoon season;
- d) Pass such other and further orders as this Hon'ble Commission may deem just, fair, and proper in the facts and circumstances of the case.

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9. Interim Order, if any, prayed for:

Pass any such other order/s, and/or direction/s which the Hon'ble Commission may deem fit and proper in the interest of justice, keeping in view the facts and circumstances of the case.

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11. Particulars of fee remitted.

That the prescribed Application fee amounting to Rs. 10,000/- as per the Part-E, Clause-7 of UERC (Fees and Fines Regulation, 2018), has been deposited in the bank account of Hon'ble UERC. The receipt of the same is being annexed with the petition.

12. List of Enclosures

1. Copy of order dated 27 March 2025.
2. Copy of Letter of Award (LOA No. 887), dated 18-07-2019.
3. Copy of letter dated 30.05.2022 to UREDA, informing about the incorporation of project company as per the terms of the RFP and LOA.
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11. Vakalatnama along with authority letter & IDs.

Doon Valley Solar Power Private Limited

Mr. Saksham Havelia (Director)

M/S DOON VALLEY SOLAR POWER PVT. LTD.

Verification: -

I, Mr. Saksham Havelia S/o Shri Rameshwar Havelia, aged about 30 years Director of M/S DOON VALLEY SOLAR POWER PVT. LTD., a company registered under the Company's Act, 2013 having its registered office at C/o Rameshwar Havelia, 183-1/1, Rajpur Road, Dehradun, Uttarakhand- 248001, do hereby verify, that the contents of Para 1 to 12 are true and correct to my knowledge.

Doon Valley Solar Power Private Limited

Mr. Saksham Havelia (Director)

M/S DOON VALLEY SOLAR POWER PVT. LTD.



सत्यमेव जयते



IN-UK86268965185346X

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INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-UK86268965185346X
: 15-Apr-2025 01:10 PM
: NONACC (SV)/ uk1202004/ DEHRADUN/ UK-DH
: SUBIN-UKUK120200479880396757236X
: SAKSHAM HAVELIA
: Article 4 Affidavit
: NA
: 0
: (Zero)
: SAKSHAM HAVELIA
: NA
: SAKSHAM HAVELIA
: 10
: (Ten only)



आशीष अग्रवाल
स्टाम्प ड्यूटी, लॉ 97
देहरादून

Please write or type below this line

Forming Part of Affidavit before UPLL

Doon Valley Solar Power Private Limited
Sohel Rishi
Director

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.sholestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

File No.....

Case No.....

BEFORE THE UTTARAKHAND ELECTRICITY REGULATORY COMMISSION**INDEX**

IN THE MATTER OF: Petition Seeking Review of UERC's Order Dated 27th March 2025, Passed in the Suo Moto Proceedings Regarding Extension Requests for Development and Commissioning of Solar Power Plants Allotted Under the "Tariff-Based Competitive Bidding Process" for Type-1 Projects Under the Solar Energy Policy of Uttarakhand, 2013

AND

IN THE MATTER OF: M/S DOON VALLEY SOLAR POWER PVT. LTD., a company registered under the Company's Act, 2013 having its registered office at C/o Rameshwar Havelia, 183-1/1, Rajpur Road, Dehradun, Uttarakhand-248001, Through its director Mr. Saksham Havelia S/o Shri Rameshwar Havelia, R/o Kuanwala, P.O. Harrawala, Dehradun, Uttarakhand, Pin- 248001

.....Petitioner**AND**

1. UTTARAKHAND POWER CORPORATION LTD, Add; Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road, Balliwala Chowk, Dehradun, Uttarakhand.
2. UTTARAKHAND RENEWABLE ENERGY DEVELOPMENT AGENCY, Add; Energy Park Campus, Patel Nagar Industrial Estate, Dehradun, Uttarakhand.

..... Proforma Respondents

Doon Valley Solar Power Private Limited
Saksham Havelia
 Director

AFFIDAVIT VERIFYING THE PETITION

I, Mr. Saksham Havelia S/o Shri Rameshwar Havelia, R/o Kuanwala, P.O. Harrawala, Dehradun, Uttarakhand, Pin- 248001, the deponent named above, do hereby solemnly affirm and state on oath as under:-

1. That the deponent, is the director of the petitioner in the abovementioned matter, and is acquainted with the facts deposed to below.
2. I, the deponent named above do hereby verify that the contents of the paragraph Nos. 1 of the affidavit and those of the paragraph No. 1 to 12 of the accompanying petition are true to my personal knowledge and those of the paragraph Nos. 1 to 12 of the accompanying petition are based on the perusal of records and those of the paragraph nos. 1 to 12 of the accompanying petition are based on information received and of the paragraph Nos. 5,8,9 of the accompanying petition are based on the legal advice which I believe to be true and verify that no part of this affidavit is false and nothing material has been concealed.



I, **Akshay Negi**, Advocate, do hereby declare that the person making this affidavit is known to me and I am satisfied that he is the same person alleging to be deponent.

(Deponent)
AKSHAY NEGI
 Advocate
 Reg. No. UK-698/2021
 Mob. No. 7060756532

Solemnly affirmed before me on this 15th day of April 2025 at Dehradun 11:00 a.m. by the deponent who has been identified by the aforesaid Advocate.

I have satisfied myself by examining the deponent that he understood the contents of the affidavit which has been read over and explained to him. He has also been explained about Section 193 of Indian Penal Code that whosoever intentionally gives false evidence in any of the proceedings of the commission or fabricates evidence for the purpose of being used in any of the proceedings shall be liable for punishment as per law.

ATTESTED

(Signature)
Smt. Vijay Saxmi Shukla
 Advocate & Notary
 Reg. No. 2701/2003
 Chamber Near Dar Association
 Court Compound, Dehradun

(Signature)
Doon Valley Solar Power Private Limited
 Director

(Notary Public)

Before

Annexure No-1

UTTARAKHAND ELECTRICITY REGULATORY COMMISSION**Petition No.: 35 of 2025 (Suo-Moto)****In the matter of:**

Suo-moto proceedings in the matter of time extension in Scheduled Commissioning Date of Solar PV Plants to be developed by various developers in the State of Uttarakhand under "Tariff Based Competitive Bidding Process under Type-I Projects of Solar Energy Policy of Uttarakhand, 2013".

CORAM

Shri M.L. Prasad	Chairman
Shri Anurag Sharma	Member (Law)

Date of Order: March 27, 2025

This Order relates to the representations received from various Solar PV plant developers requesting for additional time till 31.03.2025 for development/commissioning of the solar power plants allotted to them under "Tariff Based Competitive Bidding Process under Type-I Projects of Solar Energy Policy of Uttarakhand 2013".

1. Background

1.1 UPCL vide its letter dated 02.06.2018 had requested UREDA for arrangement of 200 MW solar power to achieve its RPO for FY 2018-19 and onwards. Accordingly, UREDA had invited bids for setting up Solar PV plants of cumulative capacity of 200 MW in the hilly region of Uttarakhand for procurement of power on long term basis by UPCL through tariff based competitive bidding under Type-I category, i.e. "Projects selected as per the competitive bidding process for selling power to Uttarakhand DISCOM, i.e. UPCL for meeting their RPO Obligations as specified by UERC from time to time", of Solar Energy Policy of Uttarakhand, 2013.

1.2 Subsequently, UREDA vide its Petition dated 10.12.2018, had sought approval to extend the Control Period of the benchmark capital cost & generic tariff as determined by the

Commission vide RE Regulations, 2018 for Solar PV Plants for FY 2018-19, upto March 2020 for Solar PV plants having cumulative capacity of 200 MW. In the matter, the Commission vide its Order dated 01.02.2019, had extended the Control Period of the generic tariff as determined by the Commission for FY 2018-19 till June, 2020 for plants to be commissioned under 200 MW scheme. Accordingly, the tariff discovered through competitive bidding was to be applicable only if the proposed plants got commissioned by June, 2020 otherwise the lower of the tariff determined by the Commission for the year of commissioning of the proposed plant or discovered through competitive bidding would be applicable.

- 1.3 Thereafter, UREDA vide its Petition dated 22.07.2019 submitted that it had invited bids for development of Solar PV plant having cumulative capacity of 200 MW, however, bids having cumulative capacity of 148.85 MW were found eligible for the establishment of such solar plants and, accordingly, UREDA invited bids for the remaining capacity of 51.85 MW (say 52 MW). Therefore, UREDA vide the said Petition had requested the Commission to extend the benchmark capital cost and generic tariff determined by the Commission for FY 2019-20 till October, 2020. In the matter, the Commission vide its Order dated 18.09.2019 accepted the request of UREDA and extended the Control Period of the benchmark capital cost and generic tariff determined for FY 2019-20 upto October, 2020 as ceiling tariff for competitive bidding purpose for the upcoming Solar PV plants having cumulative capacity of 52 MW. Accordingly, the tariff discovered through competitive bidding would be applicable only if the proposed plants got commissioned by October, 2020 otherwise the lower of the tariff determined by the Commission for the year of commissioning of the proposed plant or discovered through competitive bidding would be applicable.
- 1.4 Subsequently, the Commission on the request of the successful bidders through its Suo-moto Order dated 23.06.2020 had allowed the Solar Power developers (200 MW) to develop and commission their respective plants by 31.03.2021 due to impact of COVID-19 pandemic which was further extended by the Commission upto 31.08.2021 vide its Order dated 31.03.2021 at the tariff rates as specified in the respective PPAs of the Solar Power plant developers. Thereafter, the Commission vide its Suo-moto Order dated 21.09.2021 had extended the time upto 15.11.2021 to get the tariff specified in respective PPAs.

- 1.5 Subsequently, UREDA vide its letters dated 30.07.2022 had allowed the developers to commission their projects by 31.03.2023. Thereafter, vide letter dated 30.05.2023 UREDA again allowed extension till 31.03.2024 subject to the condition that minimum of tariff mentioned in PPA or generic tariff as determined by the Commission shall be applicable. UREDA once again vide its letter dated 27.06.2024 allowed additional time upto 31.12.2024 for commissioning of the projects allotted under 200 MW with the same condition, i.e. minimum of tariff mentioned in the PPA or generic tariff as determined by the Commission, shall be applicable.
- 1.6 Subsequently, some of the developers approached UREDA requesting for additional time upto 31.03.2025 for development/ commissioning of the Solar Power capacity allotted to them. In the matter, UREDA through its letter dated 10.01.2025 approached the Commission for seeking necessary directions in the matter. Thereafter, a few developers approached the Commission requesting for time extension till 31.03.2025 for commissioning of the Solar PV plants allotted to them.
- 1.7 In the matter, the Commission directed UPCL to submit its comments on the request raised by developers for additional time for commissioning of the solar power plants allotted under 200 MW Scheme.

Further, UREDA was also directed to submit physical and financial status of those plants seeking extension duly substantiated by documentary evidence, such as copy of invoices pertaining to equipment, bank loan agreement, geotagged photographs of the plants alongwith the basis of allowing time extensions in the past.

- 1.8 In the matter, UPCL vide its letter dated 24.02.2025 submitted that UPCL executes PPAs and supplementary PPAs with the generators only after issuance of LoA by UREDA. UPCL also submitted that UPCL has an implicit mandate in the Uttarakhand Solar Policy, 2023 to assist in the solar power development in the state so as to reach the target of 1100 MW by December 2027 as mentioned in Solar Policy, 2023 and also to promote the green energy in the state of Uttarakhand. In line with the same, UPCL has been entering into the Solar PPAs within the state. UPCL also submitted that if the developers are not given extension under 200 MW scheme, they are likely to pursue for issuance of LoA under Mukhyamantri Sour Swarozgar Yojna (MSSY) in which the tariff will be equivalent to the

generic tariff determined by the Commission from time to time which will be at the higher side in comparison to the tariff applicable in 200 MW Scheme where the generic tariff determined by the Commission is ceiling tariff.

1.9 UREDA vide its letter dated 22.02.2025 submitted that 40 nos. of successful bidders whose quoted tariff rates are lower than the tariff specified by the Commission, were asked to submit progress of the solar plant. Out of these 40 nos. of successful bidders, no reply has been submitted by 24 nos. of successful bidders against the allotted cumulative capacity of 5.6 MW. UREDA also requested the Commission to allow re-bid against 5.6 MW capacity along with earlier surrendered capacity of 2.5 MW through tariff based reverse competitive bidding.

2. Commission's view and decision

2.1 UREDA had invited bids for setting up Solar PV plants having cumulative capacity of 200 MW in the hilly region of Uttarakhand for procurement of power on long term basis by UPCL through tariff based competitive bidding under Type-I category, i.e. "Projects selected as per the competitive bidding process for selling power to Uttarakhand DISCOM i.e. UPCL for meeting their RPO Obligations as specified by UERC from time to time", of Solar Energy Policy of Uttarakhand, 2013.

2.2 The Commission has gone through the provisions of RfP and observed that with regard to timeline for completion of the allotted project, Clause 2.19.5 of RfP document specifies as follows:

"In case successful developer fails to achieve commercial operation within 12 months from the date of Project Allotment, the allotment of project will be cancelled, and deposited CPG amount shall be forfeited. However, the CPG shall be refunded if successful developer achieves commercial operation within time period."

Further, with regard to additional time for completion of the project other than force majeure, clause 2.21.A.4 of the RfP document specifies as follows:

"For other justified cases also, not covered under force majeure conditions, UREDA may consider the request of Bidder and additional time for completion of work may be granted. However, in such cases the developer shall pay UPCL an amount equivalent to cost of REC against energy to be provided by generator against allotted capacity (MW) considering CUF of

19% as provided in UERC RE Regulation 2018 for the whole period of delay. Further the tariff admissible to such Bidders shall be either the tariff quoted by the Bidder or the prevailing tariff at the time of COD as declared by Hon'ble UERC, whichever is lower."

It is explicitly clear from the above provisions of RfP that the allotment of the project should have been cancelled if the successful developer failed to achieve commercial operation within 12 months from the date of project allotment. However, for justified cases, UREDA may consider the request of bidders and additional time for completion of the work may be granted provided that the tariff admissible to such successful bidders shall be lower of the bid tariff or prevailing tariff specified by the Commission for the year in which CoD falls. However, in such cases the developer was required to pay UPCL an amount equivalent to cost of REC against energy to be provided by the generator against allotted capacity (MW) considering CUF of 19% as provided in UERC RE Regulation 2018 for the whole period of delay. However, no compliance was made by UREDA with respect to the said provisions of the RfP nor any reasons were submitted for deviation from the same.

In the matter, UREDA was directed to submit the basis of allowing multiple extensions to the successful developers alongwith physical and financial status of the plants duly substantiated by documentary evidence. UREDA submitted the details of 40 nos. of successful bidders whose quoted rates are lower than the tariff specified by the Commission. It is observed from the information submitted by UREDA that 24 nos. of developers having cumulative capacity of 5.6 MW have not responded to UREDA and 12 nos. of developers having cumulative capacity of 15.7 MW are in initial stage of project commissioning with some have only acquired land & executed PPA with UPCL. Further, none of the 12 nos. of developers have submitted invoices for supply and erection of the solar plant. Only 4 nos. of developers having cumulative capacity of 7.1 MW have installed their projects and have got meter sealed as well as electrical safety certificate.

However, no satisfactory justification has been submitted by UREDA with regard to multiple extensions allowed to all the successful developers who were unable to develop/commission Solar PV plants allotted to them.

2.3 Further, the Commission, based on the Petition filed by UPCL seeking approval of the

Model PPA to be executed by it with the selected bidders for procurement of power from selected bidders under 200 MW Scheme, had approved the Model PPA vide Order dated 02.09.2019. With regard to termination of PPA, Clause 21.4 of the approved Model PPA specifies as follows:

"UPCL reserves the right to terminate this agreement upon one months notice to the Solar Photovoltaic Power Plant, if the Solar Photovoltaic Power Plant's facility fails to commence production of electric power within three months from the planned commercial operation date mentioned in Annexure 1"

In the matter, UPCL was also directed to submit comments on the status of PPAs in accordance with the above-mentioned provision of PPA, after developers failed to commission the plants, even after multiple extensions. Further, UPCL was also directed to submit reasons for entering into fresh PPAs when UPCL is already fulfilling its renewable purchase obligation.

In reply, UPCL submitted that UPCL executes PPAs and supplementary PPAs with the generators only after issuance of LoA by UREDA and further extension granted by UREDA on the same. UPCL also submitted that such projects will help to achieve a target of 1100 MW specified in Solar Policy, 2023. UPCL also submitted that if the developers are not given extension under 200 MW scheme, they are likely to pursue for issuance of LoA under MSSY in which the tariff will be equivalent to the generic tariff determined by the Commission time to time which will be at the higher side in comparison to the tariff applicable in 200 MW Scheme where the generic tariff determined by the Commission is ceiling tariff. However, the Commission is dismayed at this lacklustre approach of UPCL in not enforcing the provisions of the PPA.

2.4 It is to be noted that the scheme of 200 MW was launched under Type-I category, i.e. *Projects selected as per the competitive bidding process for selling power to Uttarakhand DISCOM i.e. UPCL for meeting their RPO Obligations as specified by UERC from time to time, of Uttarakhand Solar Energy Policy, 2013 on the request made by UPCL to UREDA for fulfilment of its renewable purchase obligation as specified by the Commission from time to time.*

2.5 UPCL has already met its RPO upto FY 2023-24 in accordance with the provisions of

Saket Kumar
Director

prevailing regulations. Further, it is observed from the quarterly reports on renewable purchase obligation compliance submitted by UPCL for the first three quarters of FY 2024-25 that it has met its renewable purchase obligation specified by the Commission for FY 2024-25 vide RE Regulations, 2023 as amended from time to time.

2.6 Further, it is worth mentioning that the scheme for 200 MW was launched under Solar Energy Policy of Uttarakhand, 2013 which has been repealed in entirety after coming into effect of Uttarkhand State Solar Policy, 2023. Based on the above discussion, the Commission does not find any justified ground to allow extension to successful bidders who are yet to develop solar PV projects because the sole purpose of 200 MW Scheme was to develop solar power plant to meet out the renewable purchase obligation of UPCL and the same is being met by UPCL as discussed in the above paragraphs of this Order. Besides numerous time extensions allowed to the bidders defeats the sole purpose of bidding. Accordingly, UREDA is directed to cancel the LoA issued to such developers in accordance with the relevant provisions of RfP.


2.7 With regard to UREDA's request for allowing retendering against 5.6 MW capacity of 24 nos. of successful bidders who have not submitted any information regarding physical and financial status of allotted capacity alongwith earlier surrendered capacity of 2.5 MW through reverse tariff based competitive bidding, the Commission would like to reiterate that the said capacity was part of the Scheme that was launched under Solar Energy Policy of Uttarakhand, 2013 which has already been repealed by Uttarakhand State Solar Policy, 2023. Since the quantum of re-tendering is also part of the aforementioned 200 MW Scheme (under Solar Energy Policy of Uttarakhand, 2013), i.e. for fulfilling the renewable purchase obligation of UPCL, which in light of the aforementioned discussion does not find any relevance. Hence, such request also cannot be acceded to.

3. Ordered accordingly.

(Anurag Sharma)
Member (Law)

(M.L. Prasad)
Chairman

Sahel
Director

	Uttarakhand Renewable Energy Development Agency (UREDA)	
	(Department of Renewable Energy, Govt. of Uttarakhand) Urja Park Campus, Industrial Area, Patel Nagar, Dehradun -248001 Ph. 0135-2521553, 2521387, Fax: 0135-2521386, Website: www.ureda.uk.gov.in E-mail: rpo.uredahq@gmail.com	
No. 887 / UREDA/03(1)-SPV-214-2/UPCL-RPO/2019-20 (Vol-2)		Dated: 18 July, 2019

Letter of Award (LoA)

To,

Rameshwar Havelia,
 Kuanwala, PO Harrawala, Dehradun
 Mob : 9412998610
 Email : saksham@doondistillers.com

Sub: Letter of Award (LoA) for procurement of power from 1000 KWp capacity Grid Connected Solar PV Power Project Under type-1 of Uttarakhand Solar Energy Policy-2013 (Amended-2018)

Ref: - E-Tender/RfP No : 02/UREDA/Grid Connect/RfP/2019-20 Dated:13/02/2019

Sir,

With reference to your participation in above referred E-tender, 1000 KWp capacity Grid Connected Solar PV Power Project is being awarded to you for installation as per following details:-

Particulars	Details
Awarded capacity	1000 KWp
Levellised Gross tariff per KWh	Rs. 4.63 (Rupees four sixty three Only)
Proposed Location	Bicchu, Nainbagh
Submission of Contract Performance Guarantee as per clause no. 2.16.1 of RfP in the form of DD/FDR/BG	Within 30 days from date of issue of this LoA.
Financial closure, Possession of the required Land and Grant of Grid connectivity	Within 300 days from date of issue of this LoA
Last date of Commercial Operation	30/06/2020 (In case of delay, the prevailing tariff as decide by Hon'ble UERC shall be applicable)

It is to inform you that as per "Uttarakhand Solar Energy Policy-2013", maximum 2.5 Hectare per MW shall be allowed for installation of Solar Power Plant.

You are requested to get the PPA signed with UPCL at the earliest and execute the project timely as per above time schedule. In case as per clause no. 2.16.1 of RfP, a "Project Company" is to be formulated by you for the purpose of supply of power, it should be formed within 30 days from the date of issue of this letter of award and UREDA and UPCL should be intimated with the copy of registration documents of "Project Company".

In case of formulation of "Project Company," this LoA shall be deemed to be issued in the name of "Project Company" and the PPA shall be signed by UPCL with "Project Company". Delay in achieving any activity by due date as mentioned above may lead to cancellation of the project and encashment of Bid Bond/Contract Performance Guarantee.

Yours Sincerely

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Doon Valley Solar Power Private Limited
 Director

(Capt. Alok Shekhar Tiwari)
 Director, UREDA

Annexure No - 3

Date: 30/05/2022

To,

The Chief Project Officer,
Uttarakhand Renewable Energy-
Development Agency (UREDA)
Industrial Area, Patel Nagar
Dehradun-248001

Ref: Your Letter No. 293/ UREDA/03(1)-SPV-214-2/UPCL के RPO की पूर्ति/2019-20(Vol-4 dated 11/05/2022

Sir,


In reference to your letter captioned above I would like to inform you that I have been allotted a Solar power plant with a capacity of 1000 KW vide LoA Number No. 887/UREDA/03(1)-SPV-214-2/UPCL RPO/2019-20(vol-2) dated 18 July 2019.

We incorporated a project company by the name of **Doon Valley Solar Power Pvt. Ltd.** we are enclosing the following documents for your kind perusal.

1. Letter of allotment
2. Certificate of incorporation
3. Memorandum of Association
4. Article of Association

Kindly issue us a letter to sign PPA with Uttarakhand Power Corporation Limited (UPCL)


Rameshwar Havelia

Doon Valley Solar Power Private Limited

Director

Date:- 28/08/2024

To,
The Executive Engineer
Electricity Distribution Division
UPCL, Pauri

Sub:- Request to provide Technical Fesiblity Report (TFR)
Ref:-LOA No.887/UREDA/03(1)-SPV-214-2/UPCL- RPO/2019-20(vol-2)
dated 18 July 2019.

Dear Sir,

With referece to mentioned LOA & subject cited above, it is request to kindly provide TFR for 1 MW Switching Station situated at Vill Badkolu, Pauri connecting Gundiya line as I have shifted my proposed location for installation of Solar Plant from Bichhu, Nainbagh, Tehri to Village Badkolu, Pauri.

Thanking You,

Yours Faithfully

(Rameshwar Havelia)

Doon Valley Solar Power Private Limited
Sohel Havelia
Director

Date:- 11/10/2024

To
The Director
UREDA,
Patel Nagar,
Dehradun - 248001,
Uttarakhand, India.

Dear Sir/Ma'am,

This is with respect to your letter dated 27th June 2024 , wherein UREDA has given extension till Dec 2024 for the projects to be commissioned under Scheme 02/u. UREDA/Grid connect/RfP/2019-20 dt.13/2/2019 and 03/Ureda/Grid connected/RfP/2019-20 dt.22/7/2019 .

This is to bring to your kind notice that although I have identified two locations for installation of solar plant i.e, Satpuli (Pauri) and the other at Nainbagh (Tehri) . However, despite of repeated follow up the issue of TRF has become a major bottle neck. Without proper TFR it is not feasible to commission the Solar plant.

Without evacuation , the solar project and the term loan taken on it, would become unfeasible.

Thus , it is my humble request, that as the delay is not at our end and beyond the conditions and circumstances under our control the project execution timeline of December 2024 should be reconsidered, extended and should be linked with TRF availability .

Thanking You

Yours Sincerely

(Rameshwar Havelia)

Doon Valley Solar Power Private Limited
Director

[Signature]

Date:- 24/07/2024

To
The Director
UREDA,
Patel Nagar,
Dehradun - 248001,
Uttarakhand, India.

Sub: Request approval of project company


Dear Sir/Ma'am,

With reference to the " E-Tender/RfP No:02/ UREDA /Grid Connect/RfP/2019-20" Dated 13/02/2019 Letter of Award (LOA) for procurement of power from 1 MW capacity connected solar PV power project under type-1 of Uttarakhand Solar Energy Policy 2013 (Amended-2018), was awarded to me via LOA No. 887 dated 18.7.2019.

Due to financial constraints I was not able to execute the project and have formed a project company by the name of 'Doon Valley Solar Power Pvt Ltd'. I had already communicated this to your office on 18.7.2022.

Request you to kindly approve the project company and change the same in your records. Also request you to address future communication regarding LOA no. 887 to M/S Doon Valley Solar Power Pvt. Ltd., Kuanwala, Dehradun - 248001, Uttarakhand, India.

Thanking You,


Rameshwar Havelia

Please find attached:

- 1) Letter dated 18.07.2022
- 2) Letter of Allotment
- 3) Certificate of Incorporation

Doon Valley Solar Power Private Limited

Director

1:09

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< Back

7 Messages

Doon Valley Distillers

To:

**Fwd: Approval of Project
Company for LOA no. 887**

----- Forwarded message

From: **Doon Valley Distillers**

<general@doondistillers.com>

Date: Wed, 24 Jul, 2024, 6:18 pm

Subject: Approval of Project Company
for LOA no. 887

To: <spv.uredahq@gmail.com> ,

<cpo.uredahq@gmail.com> ,

<director.uredahq@gmail.com>

Dear Sir/Ma'am,



Request for providing TFR at Nainbag Private Limited
Doon Valley Solar Power Private Limited

Director

< Back Approval of Project C...

Rameshwar Havelia

pdf

Letter UREDA.pdf

Found in Gmail Inbox

From: Doon Valley Distillers

To: spv.uredahq@gmail.com

cpo.uredahq@gmail.com

director.uredahq@gmail.com

Bcc: I

Dear Sir/Ma'am,

Gentle Reminder,

Thanking you,

Request for providing TFR at Nainbag , Tehri

Doon Valley Solar Power Private Limited

Director

DOON VALLEY SOLAR POWER PVT. LTD.

183-1/1, Rajpur Road, Dehradun

Mob No. 9412998629, Email:- general@doondistillers.com

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Date:- 09/11/2024

To
The Chief Project Officer
URED, Dehradun

Sub: Regarding forwarding the permission to UPCL, to allow signing of PPA with the project company Doon Valley Solar Power Pvt. Ltd.

Sir ,

This is to inform you that we have incorporated a project company against the LOA No 887 dated 18.7.2019. allotted under E-Tender RfP No : 02/URED/Grid Connect/RfP/2019-20 Dated 13/2/2019, a project company named Doon Valley Solar Power Pvt. Ltd. and will be executing the project under the above mentioned company.

Kindly forward the letter to UPCL so that PPA can be execute under the project company Doon Valley Solar Power Pvt. Ltd.

Thanking You ,

Yours Sincerely ,

Rameshwar Havelia

Doon Valley Solar Power Private Limited
[Signature]
Director



उत्तराखण्ड अक्षय ऊर्जा विकास अभिकरण (उरेडा)

ऊर्जा पार्क परिसर, इण्डस्ट्रियल एरिया, पटेल नगर, देहरादून

दूरभाष:- 0135-2521387, 2521553, फ़ैक्स:- 0135-2521386

http: www.ureda.uk.gov.in/E-mail: spv.uredahq@gmail.com

पत्रांक 2023/उरेडा/03(1)-एनपीसीएल-214-9/यूपीसीएल के RPO की पूर्ति/2023-24

दिनांक 26 नवम्बर, 2024

सेवा में,

मुख्य अभियन्ता (वाणिज्य)

यूपीसीएल,

ऊर्जा भवन, देहरादून।

विषय: सोलर पावर प्लान्ट हेतु PPA किये जाने के सम्बन्ध में।

महोदय,

अवगत कराना है कि उरेडा द्वारा प्रकाशित 200 मेगावाट क्षमता के सोलर पावर प्लान्ट की स्थापना हेतु ई-निविदा के अर्न्तगत प्रथम चरण में चयनित कुल 208 विकासकर्ताओं को "परियोजना आवंटन पत्र" निर्गत किये गये थे जिसकी सूची उरेडा मुख्यालय के पत्र संख्या 1446 दिनांक 10 सितम्बर, 2019 के माध्यम से आपको प्रेषित की गयी थी। यूपीसीएल द्वारा इन विकासकर्ताओं से PPA हस्ताक्षरित किया जाना है।

उक्त निविदा के अर्न्तगत निर्गत "परियोजना आवंटन पत्र" के अनुसार इच्छुक विकासकर्ताओं द्वारा Project Company का गठन किया जाना है जिसके क्रम में वर्तमान में कुल 02 संख्या विकासकर्ता द्वारा Project Company बनाये जाने की सूचना उरेडा मुख्यालय को प्रेषित की गयी है जिसका विवरण निम्नवत है:-

S.No	Name of Developer	Capacity (Kwp)	LOA No	Name of Project Company
1	Ajay Bahuguna	500	732	AR Sun Tech, Plot no 59, Usha Colony, Sahastradhara Road, Dehradun 248013, Uttarakhand
2	Rameshwar Havelia	1000	887	Doon Valley Solar Power Private Limited, C/o Rameshwar Havelia, 183-1/1, Rajpur Road, Dehradun-248001, Uttarakhand

कृपया उक्त विकासकर्ता द्वारा गठित की गयी Project Company के नाम पर PPA करने हेतु आवश्यक कार्यवाही करने का कष्ट करें।

भवदीय,

(मनोज कुमार)

मुख्य परियोजना अधिकारी।

प्रतिलिपि:- सम्बन्धित विकासकर्ताओं को उनके द्वारा उक्त Project Company बनाये जाने के अनुरोध के क्रम में स्पष्ट करना है कि उरेडा मुख्यालय के पत्र संख्या 686 दिनांक 27 जून, 2024 एवं पत्र संख्या 1799 दिनांक 26 अक्टूबर, 2023 के क्रम में आवंटित परियोजना की स्थापना एवं कमीशनिंग दिनांक 31 दिसम्बर, 2024 तक प्रत्येक स्थिति में पूर्ण करना सुनिश्चित करें। प्रोजेक्ट कम्पनी के नाम पर PPA करने के आपके अनुरोध एवं तदोपरान्त सोलर संयंत्र की स्थापना से सम्बन्धित कार्य एवं इस क्रम में संयंत्र की कमीशनिंग निश्चित समय सीमा में न कराये जाने के दृष्टिगत उरेडा किसी भी स्तर पर उत्तरदायी नहीं होगा।

Doon Valley Solar Power Private Limited
Director

मुख्य परियोजना अधिकारी।



सत्यमेव जयते



IN-UK60812395158320W

411

INDIA NON JUDICIAL

Government of Uttarakhand

Annexure No-8

e-Stamp

Certificate No.	: IN-UK60812395158320W
Certificate Issued Date	: 05-Dec-2024 02:28 PM
Account Reference	: NONACC (SV)/ uk1200104/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK120010428695953227775W
Purchased by	: DOON VALLEY SOLAR POWER PVT LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DOON VALLEY SOLAR POWER PVT LTD
Second Party	: UPCL
Stamp Duty Paid By	: DOON VALLEY SOLAR POWER PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Attached to
Shri. Gurpreet Singh
Stamp Vendor
Cantt. Dehra

Please write or type below this line

**POWER PURCHASE AGREEMENT
BETWEEN**

**Uttarakhand Power Corporation Limited
AND
M/s Doon Valley Solar Power Private Limited**

THIS AGREEMENT is made this 13th day of December 2024 (hereinafter called the Effective Date), between M/S Doon valley Solar Power Private Limited, a Company registered under the Company's Act, 2013 having its registered office at C/o Rameshwar Havelia, 183-1/1, Rajpur Road, Dehradun- 248001 Dehradun, Uttarakhand- 248013 hereinafter called the "Solar Photovoltaic Power Plant", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the first part, and Uttarakhand Power Corporation Limited a Company registered under the Company's Act, 1956, having its Registered

Office at V.C.V. Gabar Singh Urja Bhawan, Kanwali Road, Dehradun, hereinafter called "UPCL" Superintending Engineer (Commercial) Uttarakhand Power Corporation Ltd. V.C.V. Gabar Singh Urja Bhawan Kanwali Road, Dehradun

Authorised Signatory

Doon Valley Solar Power Private Limited

Director

which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the second part.

WHEREAS, the Solar Photovoltaic Power Plant is engaged in the business of power generation situated at Vill- Miyani, Nainbagh, District- Tehri Garhwal in the state of Uttarakhand, more particularly described in Annexure I attached hereto and made a part hereof,

AND WHEREAS, UPCL is a distribution licensee operating in the State of Uttarakhand, and has license to supply power in entire State

Whereas, UREDA vide letter no. 2023/उरेडा/03(1)-एस0पी0वी0-214-9/यू0पी0सी0एल0 के RPO की पूर्ति/2023-24 dated 26-11-2024 enclosed herewith as Annexure-X has provided the list of applicant who have formed "Project Company" and has further requested UPCL to sign PPA with the "Project Company".

Therefore, this Power Purchase Agreement is being signed with the Project Company namely "M/s Doon Valley Solar Power Private Limited" in view of request of UREDA made vide letter no. 2023/उरेडा/03(1)-एस0पी0वी0-214-9/यू0पी0सी0एल0 के RPO की पूर्ति/2023-24 dated 26-11-2024

WHEREAS the Solar Photovoltaic Power Plant has undertaken to implement the power project by installing plant and equipment having installed capacity of 1000 KW situated at Vill- Miyani, Nainbagh, District- Tehri Garhwal, Uttarakhand.

AND WHEREAS, the Solar Photovoltaic Power Plant desires to sell entire/surplus 1000 KW energy scheduled to be generated in the Solar Photovoltaic Power Plant's facility.
And

UPCL agrees to purchase entire/surplus 1000 KW energy generated from such capacity by the Solar Photovoltaic Power Plant for sale, under the terms and conditions set forth herein, and

"WHEREAS the Solar Photovoltaic Power Plant, agrees to purchase power for it's auxiliaries from UPCL in a situation when the Solar Photovoltaic Power Plant, is not in a position to generate electricity to meet the requirement of its own use or for start up the plant and UPCL agrees to supply such power to plant as per Regulation 49 of the Uttarakhand Electricity Regulatory Commission as provided in Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-Solar Photovoltaic Power Plants) Regulations, 2023 as amended from time to time," and

This agreement is being signed as per Model PPA approved by Hon'ble UERC vide Order dated 02-09-2019. Subsequently, this PPA will be sent to Hon'ble UERC for approval and any changes suggested by UERC will be incorporated in the PPA being executed now.

WHEREAS the parties to the agreement bind themselves for compliance of all relevant provisions specified by the Commission in different regulations regulating the functioning of State Transmission Utility, other transmission licensee and State Load Dispatch Centre; and

Now, therefore, in consideration of premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the parties as follows:-

1. Definitions

Other than those defined below, the words/expressions used in this agreement, unless repugnant to the context, shall have the meaning assigned to them in the Electricity Act, 2003, Uttarakhand State Grid Code, as amended from time to time, Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-Solar Photovoltaic Power Plants) Regulations, 2023 as amended from time to time and as per Hon'ble UERC order dated 02-09-2019 vide which Model PPA alongwith tariff in the matter has been approved, and the rules framed there under. The words/expressions listed below shall have the meanings respectively assigned hereunder.

Doon Valley Solar Power Pvt Ltd.

Authorised Signatory

Doon Valley Solar Power Private Limited
Director

Superintending Engineer (Commercial)
Uttarakhand Power Corporation Ltd.
V.C.V. Gabar Singh Urja Bhawan
Kanwali Road, Dehradun

- 1.1 'Main Meter' means Import and Export Meter on the basis of which energy accounting and billing of electricity shall be done by the Solar Photovoltaic Power Plant/UPCL
- 1.2 'Check Meter' means Import and Export Meter for performing a check on the accuracy of the Main Meter.
- 1.3 'CoD' means date of commercial operation or Commissioning (CoD) shall be considered as the date of first injection of power into the licensee's grid after completion of project in all respect subsequent to compliance of all the following pre-requisites:
 - (a) Installation of energy meter as certified by the concerned Executive Engineer (Distribution) of the distribution licensee.
 - (b) Project completion report as verified by UREDA, the State nodal agency.
 - (c) Issuance of Clearance Certificate by the Electrical Inspector.
 - (d) Further, such generator has to demonstrate minimum 75% Performance Ratio based on the rated installed capacity in kW or MW at the time of inspection for initial commissioning.
- 1.4 'Export Meter' means Main Meter installed at the interconnection point for measurement of Active Energy, Maximum demand and Power Factor for energy exported from the Solar Photovoltaic Power Plant to UPCL 33/11 kV Substation, Nainbagh, Tehri Garhwal.
- 1.5 'Energy Account Month' means period from 00 hrs of 1st day to 24 hrs of last day of the billing month.
- 1.6 'Sub Station' means 33/11 kV Substation, Nainbagh, Tehri Garhwal, Uttarakhand owned maintained and operated by UPCL/PTCUL.
- 1.7 'Import Meter' means Main Meter installed at the interconnection point for measurement of Active Energy, Maximum demand and Power Factor for energy imported by the Solar Photovoltaic Solar Photovoltaic Power Plant from UPCL 33/11 kV Substation, Nainbagh, Tehri Garhwal, Uttarakhand.
- 1.8 'Bill' means a bill raised, that includes all charges to be paid by UPCL with respect to sale of power by the Solar Photovoltaic Power Plant to UPCL.
- 1.9 'State Transmission Utility (STU)' means Power Transmission Corporation of Uttarakhand Limited (PTCUL) being the transmission utility specified so by the Government of Uttarakhand.
- 1.10 'TOD' means "Time of day", for the purpose of Metering.
- 1.11 'UERC' means the Uttarakhand Electricity Regulatory Commission.
- 1.12 'Wheeling' means the operation whereby the distribution system and associated facilities of a transmission licensee or distribution licensee, as the case may be, are used by another person for the conveyance of electricity on payment of charges to be determined under section 62 of the Electricity Act 2003.
- 1.13 'Regulations' means the Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-Solar Photovoltaic Power Plants) Regulations, 2023 as amended from time to time as amended from time to time.
- 1.14 'State Grid Code (SGC)' means the Uttarakhand Electricity Regulatory Commission (State Grid Code) Regulations, 2016 specified under clause(h) of subsection(1) of section 86 of the Act by Uttarakhand Electricity Regulatory Commission or its subsequent amendment thereof.
- 1.15 'Distribution Code' means the Uttarakhand Electricity Regulatory Commission (Distribution Code) Regulations, 2018 as amended from time to time.
- 1.16 'Inter-connection Point' in respect of all the RE based Solar Photovoltaic Power Plants, except Grid interactive Roof Top and Small Solar PV Power Projects, shall mean interface point of renewable energy generating facility with the transmission system or distribution system which shall be line isolator on outgoing feeder on HV side of generator transformer;

Doon Valley Solar Power Pvt Ltd.

A. Jaiswal Signatory

Doon Valley Solar Power Private Limited

Director

Superintending Engineer (Commercial),
Uttarakhand Power Corporation Ltd.
V.C.V. Gabar Singh, Urja Bhawan
Karnali Road, Dehradun

Provided that in respect of Grid interactive rooftop & Small Solar PV projects, Inter-connection Point shall mean the interface of solar power generation facility under net metering arrangement with the network of licensee and shall normally be the point where export/import meter is installed to measure the energy transfer between the licensee and the eligible consumer.

- 1.17 'Commission' means the Uttarakhand Electricity Regulatory Commission (UERC).
 1.18 'UREDA' means Uttarakhand Renewable Energy Development Agency.
 1.19 'Due Date' shall mean the thirtieth (30th) day after a Monthly Bill or a Supplementary Bill is faxed/mailed/handed over to the Buyer and confirmed telephonically by the Buyer and by which date such Monthly Bill or Supplementary Bill is payable by Buyer.

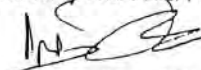
2. POWER PURCHASE AND SALE

- 2.1 UPCL shall accept and purchase entire/surplus 1000 KW of power made available to UPCL system from Solar Photovoltaic Power Plant @ 4.43/kWh as defined by Hon'ble UERC vide order dated 19-11-2024 (Annexure-IX) at Clause 9 for Solar PV Plants and same shall be applicable for M/s Doon Valley Solar Power Private Limited only if the Solar Photovoltaic Power Plant commissions its plant on or before 31st March 2025. However, if the plant is commissioned after 31st March 2025, the rate of sale of power would be as determined by the UERC for the year of commissioning if such rates are lower than the tariff agreed to in the PPA otherwise tariff agreed in this PPA shall continue.
- 2.2 If Solar Photovoltaic Power Plant opts to construct evacuation infrastructure the clause 16(1)(c) of RE Regulation 2023 shall be applied.
- 2.3 The supply of electricity by UPCL to Solar Photovoltaic Power Plant, in case Solar Photovoltaic Power Plant's plant is not in a position to generate electricity to meet the requirement of its own use or for start up and consequently power is required to be drawn from UPCL, shall be as per Regulation 49 of Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-Solar Photovoltaic Power Plants) Regulations, 2023 as amended from time to time.
- 2.4 The Solar Photovoltaic Power Plant and UPCL shall comply with all the regulations issued by UERC from time to time including but not limited to Uttarakhand Electricity Grid Code, Open Access Regulations, SLDC Regulations to the extent they are applicable to them.
- 2.5 The Project developed on conventional solar PV technology should have a minimum CUF of 12% in any given contract year. In case the Solar Photovoltaic Power Plant fails to supply energy pertaining to minimum CUF in a contract year then the Solar Photovoltaic Power Plant shall pay a penalty equal to 10% of the project tariff to UPCL, for such shortfall in units.
 Further if the Solar Photovoltaic Power Plant achieves the CUF greater than 22% for Solar PV in any given contract year, the applicable Tariff shall be 50% of the project tariff for such additional generated power above 22% CUF from the Solar Photovoltaic Power Plant.


3. MAINTENANCE REQUIREMENT OF THE SOLAR PHOTOVOLTAIC POWER PLANT

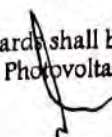
- 3.1 The Solar Photovoltaic Power Plant's annual maintenance schedule shall normally be in the month of July every year. The Solar Photovoltaic Power Plant shall inform in writing to UPCL regarding the maintenance schedule in accordance with provisions of the SGC as revised by the Commission from time to time at least one month in advance.
- 3.2 Environmental Clearance and compliance of environmental standards shall be the sole responsibility of the Solar Photovoltaic Power Plant Solar Photovoltaic Power Plant/owner.

Doon Valley Solar Power Pvt Ltd.


 Authorised Signatory

Doon Valley Solar Power Private Limited


 Director


 Superintending Engineer (Commercial)
 Uttarakhand Power Corporation Ltd.
 V.C.V. Gubar Singh Urja Bhawan
 Kanwali Road, Dehradun

4. SUPPLY SCHEDULE

The Solar Photovoltaic Power Plant shall furnish to UPCL and the State Load Despatch Centre (SLDC), a month-wise Supply Schedule and other information, as required in the Regulations and SGC as amended from time to time or provisions of any other regulation in that regard or as desired otherwise.

5. BILLING PROCEDURE AND PAYMENTS

- 5.1 The Solar Photovoltaic Power Plant shall raise monthly bill as per RE Regulation 2023, based on the monthly Joint Meter Reading with help of MRI of the Main Meter installed at interconnection point along with the detailed MRI Report of the Meter at the time of reading and Load Survey data of previous 35 days. The MRI report should also be certified by the representative of UPCL. Soft copy of the MRI shall also be submitted.
- 5.2 The Monthly Bill in triplicate along with supported documents viz. Joint Meter Readings and the MRI document (Bill & Check Meter) duly signed by Executive Engineer (Distribution), Executive Engineer (Test) UPCL of the concerned division within 3 days after the meter reading is taken and where either of the authorised officer is not available during these three days signature of one officer should suffice with load survey data of previous 35 days raised by the Solar Photovoltaic Power Plant shall be delivered to UPCL at office of Chief Engineer (Commercial), Gabar Singh Bhawan Kanwali Road Dehradun on or before the fifth (5th) working day of the following month hereinafter called the **Monthly Bill date**.
- 5.3 UPCL shall make full payment against such Monthly Bills to the Generating Company from the date of the receipt of original monthly bill along with complete documents mentioned in 5.1. & 5.2 with following rebate options:-

Sl. No	No. of Days from the date of presentation of bill within which payment is credited in generating company account	Applicable Rebate (%)
1.	Within 7 days	1.65
2.	From 8 th day to 15 th Day	1.50
3.	From 16 th day to 23 rd Day	1.35
4.	From 24 th Day to 30 th Day	1.25

- 5.4 In case the payment of bills is delayed beyond a period of 45 days from the date of billing, a late payment surcharge at the rate of 1.25% per month or part thereof shall be levied by the generating company.
- 5.5 The bills raised by the Solar Photovoltaic Power Plant shall be paid in full subject to the conditions that:-
 - (i) There is no apparent arithmetical error in the bill(s).
 - (ii) The bill(s) is/are claimed as per tariff referred to in Para 2 of this agreement. They are in accordance with the energy account referred to in Para 14 of this agreement.
- 5.6 In case of any dispute regarding the bill raised by the Solar Photovoltaic Power Plant, UPCL shall file a written objection with the Solar Photovoltaic Power Plant within fifteen days of receipt of the bill giving full particulars of the disputed item(s), with full details/data and reasons of discrepancies and amount disputed against each item. The Solar Photovoltaic Power Plant shall resolve the above with UPCL within 30 working days.
- 5.7 In case, the dispute is not resolved within 30 working days as provided in para 5.6 above, and in the event it is decided to proceed with the Arbitration as provided in para 23 of this agreement, then UPCL shall pay 100% of the disputed amount forthwith and refer the dispute for arbitration as provided in this agreement. The amount of excess/ shortfall with respect to the said disputed amount on final award

Doon Valley Solar Power Pvt. Ltd.

Authorised Signatory

5

Doon Valley Solar Power Private Limited

Director

Superintending Engineer (Commercial)
Uttarakhand Power Corporation Ltd.
V.C.V. Gabar Singh Urja Bhawan
Kahwali Road, Dehradun

of arbitration shall be paid/ adjusted but in case of excess, the adjustment shall be made with interest at rate 1.25% per month from the date on which the amount in dispute was refundable by the Solar Photovoltaic Power Plant to UPCL.

5.8 PAYMENT SECURITY MECHANISM (Letter of Credit):

- (a) UPCL will open a Letter of Credit (LC) with a public sector scheduled bank at least one month prior to the commencement of power supply from the Solar Photovoltaic Power Plant which would be exercised by the Solar Photovoltaic Power Plant only in case of default in the payments by the UPCL beyond due date. All the bank charges for opening/maintaining LC shall be borne by the UPCL.
- (b) The LC shall be kept valid at all the time during the validity of this Agreement. The amount of LC shall be reviewed annually.
- (c) The amount of LC during the first year of commercial operation of the station shall be for an amount equivalent to 105% of average monthly energy bill based on the Tariff & CUF determined in UERC RE, Regulation 2023 as amended from time to time:-

Illustration:

Capacity of the Plant	-	100 KW
CUF (constant)	-	12%
Tariff	-	Rs. 3.30/kwh

Energy in a Year - $100 \times 0.12 \times 24 \times 365 = 1,05,120 \text{ KWh}$

Amount of LC - $\{[105120 \times (3.30)] / 12\} \times 105\%$
= Rs. 30,353.00

- (d) However, after lapse of first year of commercial operation of the station, LC shall be renewed for an amount equivalent to 105% of average monthly billing of the preceding 12 months.
- (e) In case of payment through LC, the Generators shall present bill(s) to the said Bankers with a copy to the UPCL. The bill(s) so presented by the generator to the said Bankers shall be promptly paid on their presentation.

6. PARALLEL OPERATIONS

- 6.1 After receiving the request from the Solar Photovoltaic Power Plant, in writing, the Distribution Licensee shall allow the Solar Photovoltaic Power Plant to interconnect and operate its Generating Plant in parallel with its distribution network, subject to fulfillment of terms and conditions of this agreement, by the Solar Photovoltaic Power Plant.
- 6.2 The Solar Photovoltaic Power Plant shall be allowed connectivity at **33/11 kV Substation, Nainbagh, Tehri Garhwal, Uttarakhand** with the system of the Distribution Licensee through an independent feeder at the interconnection point or with the incoming feeder of the Distribution Licensee, as the case may be, subject to fulfillment of the terms and conditions and protection scheme by the Solar Photovoltaic Power Plant, as approved by Distribution Licensee. The final approval shall be obtained from the Distribution Licensee before charging the line.
- 6.3 The Solar Photovoltaic Power Plant shall also obtain necessary clearance from the Electrical Inspectorate and other department necessary for interconnecting with the system of Distribution Licensee.

Doon Valley Solar Power Pvt Ltd.

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Director

Superintending Engineer (Commercial)
Uttarakhand Power Corporation Ltd.
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Kanwali Road, Dehradun

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- 6.4 The Solar Photovoltaic Power Plant shall operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry, relevant technical standards and specifications.

7. **GENERATION FACILITIES OWNED AND OPERATED BY THE SOLAR PHOTOVOLTAIC POWER PLANT**

- 7.1 The Solar Photovoltaic Power Plant shall own, install, operate, and maintain the Solar Photovoltaic Power Plant equipments and associated dedicated transmission line described in Annexure I. The Solar Photovoltaic Power Plant shall follow such operating procedures on its side of the electric interconnection with UPCL system, as are consistent with applicable laws, rules and regulations, the terms and conditions of this Agreement, provisions of the SGC, and other related guidelines, if any, issued by UERC, SLDC and UPCL.
- 7.2 All electrical equipments shall be installed in compliance with the requirements of the Director of Electrical Safety, Government of Uttarakhand and safety specifications of the Central Electricity Authority (CEA) under section 53 of the Electricity Act, 2003.
- 7.3 The Solar Photovoltaic Power Plant further agrees to make no material changes or additions to, its facility, which may have an adverse effect on UPCL system or amend the single-line diagram, relay list and/or trip scheme given in Annexure I, without UPCL's prior written consent. UPCL agrees that such consent shall not be unreasonably withheld or given.
- 7.4 Without prejudice to the foregoing, the Solar Photovoltaic Power Plant shall install, operate, and maintain its facility in accordance with accepted prudent utility practices in the electricity industry. The Solar Photovoltaic Power Plant's operation and Maintenance schedules and staffing shall be adequate to meet such standards at all times.
- 7.5 UPCL shall follow such operating procedures on its side of the electric interconnection point with the Solar Photovoltaic Power Plant, as required to receive Power from the Solar Photovoltaic Power Plant's facility, without avoidable interruptions or adverse consequences on the Solar Photovoltaic Power Plant, and consistent with applicable laws, rules and regulations, and the terms and conditions of this Agreement.


8. **INTERCONNECTION FACILITIES**

- 8.1 Interconnection Facilities means all the facilities which shall include 33/11 kV Substation, Nainbagh, Tehri Garhwal, Uttarakhand owned, maintained and operated by UPCL without limitations, switching equipment, communication, protection, control, meters and metering devices etc, for the incoming bay(s) for the Project Line(s) to be installed and maintained by Solar Photovoltaic Power Plant/UPCL at the cost to be borne by the Solar Photovoltaic Power Plant/UPCL, to enable the evacuation of electrical output from the project in accordance with the Agreement & UERC RE Regulation 2023 as applicable. Interconnection facility is subject to the feasibility of the connection at the respective Sub-Station provided by Executive Engineer, Concerned Division.

In case of change of location of the Solar Photovoltaic Power Plant, the Solar Photovoltaic Power Plant shall inform within 15 days of finalization of land for the plant in writing to the office of Chief Engineer, Commercial, UPCL and to the Executive Engineer, concerned Division of UPCL subsequently UPCL shall provide feasibility report for the new location within 30 days.

- 8.2 Power from the Solar Photovoltaic Power Plant shall be transmitted at 11 kV voltage connected to the 33/11 kV Substation, Nainbagh, Tehri Garhwal, Uttarakhand owned, maintained and operated by UPCL/PTCUL.
- 8.3 If the Solar Photovoltaic Power Plant opts to construct evacuation system including the line upto the nearest sub-station of the UPCL, the cost of laying the transmission line up-to 33/11 kV Substation, Nainbagh, Tehri Garhwal, Uttarakhand, owned, maintained and operated by UPCL, the required bay, terminal equipments and associated synchronization equipments, etc shall be borne as per clause 43 (3) of

Doon Valley Solar Power Pvt Ltd.


Authorised Signatory

Doon Valley Solar Power Private Limited


Director

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Kanwali Road, Dehradun

UERC (Tariff and other terms for supply of electricity from renewable energy sources and non-fossil fuel based Co-generating stations) Regulations, 2023 by the owner.

- 8.4 Technical standards for construction of electrical lines and connectivity with the grid shall be as per clause 43 (1) of UERC (Tariff and other terms for supply of electricity from renewable energy sources and non-fossil fuel based Co-generating stations) Regulations, 2023.
- 8.5 Maintenance of terminal equipment at the generating end and the dedicated transmission line owned by such Solar Photovoltaic Power Plant and maintenance of the terminal equipment(s) at the 33/11 kV Substation, Nainbagh, Tehri Garhwal, Uttarakhand shall be as per clause 44 of UERC (Tariff and other terms for supply of electricity from renewable energy sources and non-fossil fuel based Co-generating stations) Regulations, 2023.
- 8.6 Any work to be done by the Solar Photovoltaic Power Plant shall be taken up only with a specific approval and on the basis of approved drawings and specifications from UPCL which has to approve or otherwise shall be conveyed to the Solar Photovoltaic Power Plant within 30 days by UPCL and in compliance with the safety requirements as per the SGC. On the completion of work, final approval shall be obtained from UPCL before charging the line. The Solar Photovoltaic Power Plant shall obtain all statutory clearances/approvals required for this purpose.
- 8.7 The Solar Photovoltaic Power Plant shall consult UPCL on the scheme of protection of the interconnecting line(s) and the facilities at both ends and accordingly provide the equipment at both ends. The protection system, installed by the Solar Photovoltaic Power Plant, shall be tested by UPCL.
- 8.8 Without limiting the foregoing, the Solar Photovoltaic Power Plant and UPCL shall, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the State Grid Code Regulations, State Distribution Code Regulations, CEA (Safety requirements for Construction, Operation & Maintenance of Electrical Plants and Electric Lines) Regulations, 2011, CEA (Technical Standards for construction of Electric Plants and Electric Lines) Regulations, 2010, CEA (Technical Standard for Connectivity in the Grid) Regulations, 2007 & CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 read with their amendments issued from time to time and directions of Director Electrical Safety (GOU) and Safety requirements as specified by the Authority under section 53 of the Indian Electricity Act, 2003.
- 8.9 The interconnection facilities, to be provided by the Solar Photovoltaic Power Plant are set forth in Annexure IV attached hereto and made a part hereof.

9. PROTECTIVE EQUIPMENT & INTERLOCKING

- 9.1 The Solar Photovoltaic Power Plant shall install, at its own cost, interconnection facilities that include necessary protective equipments and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the Solar Photovoltaic Power Plants or in the bus of the Solar Photovoltaic Power Plant shall not adversely reflect on or affect UPCL's grid system. In event of any malfunctioning or abnormality, the system shall be designed to ensure that the Solar Photovoltaic Power Plant's breaker trips first to protect the equipment. Prior to adopting it the Solar Photovoltaic Power Plant shall obtain approval of UPCL for the protection logic of the Solar Photovoltaic Power Plant system and the synchronization scheme.

10. TECHNICAL ASSISTANCE BY UPCL & SOLAR PHOTOVOLTAIC POWER PLANT'S RESPONSIBILITY

- 10.1 On request, UPCL shall provide reasonable technical assistance to the Solar Photovoltaic Power Plant in preparing the design and specifications of the required facilities and for laying down the standard operating and maintenance procedures. The Solar Photovoltaic Power Plant, however, shall be responsible for procurement, installation, testing, maintenance and operation of the electrical system installed in the Solar Photovoltaic Power Plant's premises.

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10.2 Notwithstanding the above, UPCL shall not be responsible for any damage caused to the electrical system/generating set of the Solar Photovoltaic Power Plant on account of errors or defects in the design, procurement, installation, testing, maintenance or operation of the system.

11. ARRANGEMENTS AT THE POINT OF SUPPLY

The Solar Photovoltaic Power Plant shall make all arrangements for paralleling the set(s) with UPCL's grid in consultation with and to the satisfaction of UPCL, subject to the approval of the Director of Electrical Safety, Government of Uttarakhand and safety specifications of the Central Electricity Authority (CEA) under Section 53 of the Electricity Act, 2003.

12. SYNCHRONISATION

- 12.1 The Solar Photovoltaic Power Plant shall give at least sixty (60) days advance written notice of the date on which it intends to synchronize a unit of the plant with the grid system, to the Nodal Officer of UPCL (Executive Engineer, Electricity Distribution Division, Tehri Garhwal) with the copy to the CE (Comm.), V.C.V. Gabar Singh Urja Bhawan, Dehradun, UPCL. The authorized representative of the Solar Photovoltaic Power Plant and the Nodal Officer of UPCL shall inspect the unit which the Solar Photovoltaic Power Plant intends to synchronize to the Grid System within Seven days after being notified in writing by the Solar Photovoltaic Power Plant about the readiness of the unit for the synchronization with the grid.
- 12.2 The Solar Photovoltaic Power Plant shall synchronize its power generating set in consultation with the Executive Engineer, Electricity Distribution Division, Tehri Garhwal in-charge of the 33/11 kV Substation, Nainbagh, Tehri Garhwal, Uttarakhand of UPCL and as per provisions of the SGC as amended from time to time.
- 12.3 UPCL shall not be responsible for the damage, if any, caused to the plant and equipment of the Solar Photovoltaic Power Plant due to failure of the synchronizing or the protective system provided by the Solar Photovoltaic Power Plant.

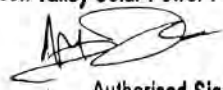
13. LIAISON WITH & ASSISTANCE FROM UPCL

The Solar Photovoltaic Power Plant shall closely liaise with the Nodal Officer (Executive Engineer, Electricity Distribution Division, Tehri Garhwal) of UPCL and shall inform the date of commencement of delivery of power to the designated officials (Executive Engineer, Electricity Distribution Division, Tehri Garhwal) of UPCL one month in advance and also arrange for testing and commissioning of the protection system at least 15 days in advance. If requested by the Solar Photovoltaic Power Plant, UPCL shall extend assistance for testing, subject to the condition that the Solar Photovoltaic Power Plant shall pay the charges for such assistance to UPCL, if so indicated by the concerned Testing Division of UPCL in accordance with the Regulation. The Solar Photovoltaic Power Plant shall conduct Commissioning tests in presence of designated officials of UPCL and submit the testing results to UPCL and UERC.

14. METERING

- 14.1 The Solar Photovoltaic Power Plant shall supply two identical sets of IAMR and MRI compliant meters, having data recording memory of at least 35 days, with the facility for downloading data to measure the quantity and time details of the Power exported from and imported by the Solar Photovoltaic Power Plant, conforming to the specifications approved by UPCL, along with all necessary associated equipments. These meters shall be installed and maintained by UPCL. These meters shall be installed at the interconnection point. One set of export/import meters shall be termed as Main Meter and other set will serve as the Check Meter. The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard

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Kanwali Road, Dehradun

and CEA (Installation & Operation of Meters) Regulation, 2006 or its subsequent amendment thereof.

- 14.2 The Solar Photovoltaic Power Plant shall bear the cost of installing new/additional meter/metering system.
- 14.3 The joint meter readings shall be recorded in the format given in Annexure V & VI.
- 14.4 The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties conforming to the guidelines of CEA for installation of meters.
- 14.5 UPCL shall, test all the metering equipment for accuracy, in the presence of a representative of the Solar Photovoltaic Power Plant, if the Solar Photovoltaic Power Plant so elects, at least once every year while the agreement is in force, either party may, however, elect to get the meters tested at any time they so desire, at their own cost, in the presence of the other party.
- 14.6 UPCL's designated representative and the representative of the Solar Photovoltaic Power Plant shall jointly certify the meter test results. After every testing all metering equipment and the Metering system shall be securely sealed jointly by the representatives of UPCL and the Solar Photovoltaic Power Plant.
- 14.7 The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.
- 14.8 Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of UPCL, who shall bear the related costs.
- 14.9 Meter readings shall be taken jointly by parties as indicated below:-
 - I. UPCL side-Executive Engineer, Electricity Distribution Division, Tehri Garhwal
 - II. Solar Photovoltaic Power Plant side - Authorized representative of the Solar Photovoltaic Power Plant.
- 14.10 The reading/MRI report of the Main Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Main Meter reading is within 0.40 % (point four percent) of the Main Meter reading.
- 14.11 If in any month the consumption of the Main Meter and Check Meter are found to be doubtful or beyond the permissible 0.40 % (point four percent) deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorized representatives of both the parties. Corrections shall be made, if required, on the basis of the error detected during this process, in the Monthly Bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Bill of that month.
- 14.12 During the period of checking and calibration of both meters simultaneously, another export and import meter duly calibrated and supplied by Solar Photovoltaic Power Plant would be installed by UPCL. For this purpose, one spare set of meters of relevant standards as per 14.1 clause would be required to make available with the Solar Photovoltaic Power Plant at all times.
- 14.13 If the Main Meter is found to be defective, and the Check meter is found to be accurate then the reading from the later shall be used for billing purpose and the Main Meter would be re-calibrated and re-installed or replaced by UPCL duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Main Meter, Monthly energy account would be prepared on the basis of the Main Meter reading and the Check Meter shall be immediately re-calibrated and re-installed or replaced as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the inaccuracy discovered in the testing. The M.R.I. document from the meters shall be considered as authentic document for verification.
- 14.14 Metering at generating terminal of each unit of the Solar Photovoltaic Power Plant shall be ensured as per the guidelines of the CEA.

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ACCEPTANCE AND APPROVAL OF UPCL

UPCL's acceptance or approval for equipment, additions or changes to equipment, and their operational setting etc., would be required. Such acceptance/approval shall not be unreasonably withheld and an approval or otherwise shall be conveyed to the Solar Photovoltaic Power Plant within 30 days and shall be based on UPCL's existing policies and practices.

16. DEEMED GENERATION

"As per Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-Solar Photovoltaic Power Plants) Regulations, 2023 as amended from time to time as amended from time to time."

17. CONTINUITY OF SERVICE

17.1 The supply of electricity by the Solar Photovoltaic Power Plant shall be governed by instructions from the State load dispatch centre, as per the provisions of the SGC as amended from time to time. However, UPCL may require the Solar Photovoltaic Power Plant to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances:-

- a. Repair and/or Replacement and/or Removal of UPCL's equipment or any part of its system that is associated with the Solar Photovoltaic Power Plant's facility; and/or
- b. Endangerment of Safety: If UPCL determines that the continued operation of the facility may endanger the safety of UPCL's personnel or integrity of UPCL's electric system, or have an adverse effect on the provision of electricity to UPCL's other consumers/customers; and/or
- c. Force Majeure Conditions as defined in para 26 below

17.2 Before disconnecting the Solar Photovoltaic Power Plant from UPCL's system, UPCL shall, except in the case of an emergent situation, give advance intimation to the Solar Photovoltaic Power Plant through telephone/wireless or through other means of communication along with reasons for disconnection, and the likely period of the disconnection. However, subsequent to disconnection, UPCL shall immediately notify the Solar Photovoltaic Power Plant by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified UPCL shall not be obligated to accept or pay for any power from the Solar Photovoltaic Power Plant.

17.3 In any such event as described above, UPCL shall take all reasonable steps to minimize the frequency and duration of such interruptions, curtailments, or reductions.

17.4 UPCL shall avoid scheduling any event described in 17.1 above, to the extent reasonably practical, during the Solar Photovoltaic Power Plant's operations. Where the scheduling of such an event during the Solar Photovoltaic Power Plant's operations cannot be avoided, UPCL shall provide the Solar Photovoltaic Power Plant with fifteen days advance notice in writing to enable the Solar Photovoltaic Power Plant to cease delivery of Power to UPCL at the scheduled time.


17.5 In order to allow the Solar Photovoltaic Power Plant's facility to remain on-line and to minimize interruptions to Solar Photovoltaic Power Plant operations, the Solar Photovoltaic Power Plant may provide automatic equipment that will isolate the Solar Photovoltaic Power Plant's facility from UPCL system during major system disturbances.

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5. DAILY/MONTHLY/ANNUAL REPORT

The Solar Photovoltaic Power Plant shall submit daily/monthly/annual and other reports on the format, and as per the procedure, specified in the SGC as amended from time to time and under the Regulations or as desired by the UPCL.

19. CLEARANCES, PERMITS AND LICENSES

The Solar Photovoltaic Power Plant shall obtain, at its own expense, all authorizations, permits, and licenses required for the construction, installation and operation of the Solar Photovoltaic Power Plant's facilities and any interconnection facilities, including but not limited to, rights-of-way or easements. UPCL shall provide reasonable assistance, including permissions, approvals and clearances, to the Solar Photovoltaic Power Plant if so requested by the Solar Photovoltaic Power Plant.

20. DURATION

20.1 Unless terminated by default described in clause 21 below, this agreement shall be valid till the expiry of **25 years** from the date of commercial operation of the project.

20.2 The agreement may be renewed or extended for such period as may be mutually agreed between the Solar Photovoltaic Power Plant and UPCL on expiry of initial term described at 20.1 above.

20.3 UPCL reserves the first right of purchase after the expiry of initial term of PPA.

21. EVENTS OF DEFAULT AND TERMINATION

21.1 The occurrence of any of the following events at any time during the term of this agreement shall constitute a default by the Solar Photovoltaic Power Plant

- a. Failure on the part of the Solar Photovoltaic Power Plant to use reasonable diligence in operating, maintaining, or repairing the Solar Photovoltaic Power Plant's facility, such that the safety of persons and property, UPCL's equipment, or UPCL's service to others is adversely affected; or
- b. Failure or refusal by the Solar Photovoltaic Power Plant to perform its material obligations under this agreement; or
- c. Abandonment of its interconnection facilities by the Solar Photovoltaic Power Plant or the discontinuance by the Solar Photovoltaic Power Plant of services covered under this agreement, unless such discontinuance is caused by force majeure, or an event of default by UPCL, or
- d. Failure by the Solar Photovoltaic Power Plant to abide by all statutory provisions, rules, regulations, directions and conditions for installation, operation, and supply of power and maintenance of units etc., enforced from time to time by the Union/State Government, UERC or other empowered authorities, including compliance with the SGC, or
- e. Failure by the Solar Photovoltaic Power Plant to pay UPCL any amount payable and due under this agreement within sixty (60) working days of the demand being raised.

21.2 The occurrence of any of the following at any time during the term of this agreement shall constitute a default by UPCL: -

- a. Failure to pay to the Solar Photovoltaic Power Plant any amount payable and due under this agreement within sixty (60) working days of the receipt of the complete monthly purchase bill as defined in para 5 of this agreement; or
- b. Failure to use reasonable diligence in operating, maintaining; or repairing UPCL's 33/11 kV Substation, Nainbagh, Tehri Garhwal, Uttarakhand, such that the safety of persons or property in general, or the Solar Photovoltaic Power Plant's equipment or personnel are adversely affected; or

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- c. Failure or refusal by UPCL to perform its material obligations under the agreement; or
 - d. Abandonment of its interconnection facilities by UPCL or the discontinuance by UPCL of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Solar Photovoltaic Power Plant.
 - e. Except for failure to make any payment due, within sixty (60) working days of receipt of the monthly purchase bill, if an event of default by including nonpayment of bills either party extends beyond a period of sixty (60) working days after receipt of written notice of such event of default from the non-defaulting party, then the non-defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.
- 21.3 Failure by either UPCL or the Solar Photovoltaic Power Plant to exercise any of its rights under this agreement shall not constitute a waiver of such rights. Neither party shall be deemed to have waived the performance of any obligation by the other party under this agreement, unless such a waiver has specifically been made in writing and approved by the UERC.
- 21.4 UPCL reserves the right to terminate this agreement upon one months notice to the Solar Photovoltaic Power Plant, if the Solar Photovoltaic Power Plant's facility fails to commence production of electric power within three months from the planned commercial operation date mentioned in Annexure 1.

22. COMMUNICATION

In order to have effective co-ordination between UPCL and the Solar Photovoltaic Power Plant, a designated official shall be kept on duty round the clock by the Solar Photovoltaic Power Plant and UPCL in their respective premises, with information to each other about the name, location, telephone number etc., of the official. Without prejudice to discharge of their rightful duties by others, this duty official shall take necessary action on receiving information about developments from the other party. The Solar Photovoltaic Power Plant shall provide reliable and effective communication through wireless/hotline etc., between the Solar Photovoltaic Power Plant & the interconnecting substation of UPCL and between the Solar Photovoltaic Power Plant and the SLDC. The Solar Photovoltaic Power Plant shall make provision for an RTU for remote monitoring of voltage, current and other related electrical parameters, as may be required by the UPCL and also for AMR facility.

23. DISPUTES AND ARBITRATION

In the event of any dispute or difference between the parties concerning performance of this agreement and/or the rights and liabilities of the parties in respect of which a procedure for the resolution is not otherwise provided for in this agreement the following provisions shall apply:

- a. **Executive Engineer, Electricity Distribution Division, Tehri Garhwal** on behalf of UPCL, and the **authorized representative of the Solar Photovoltaic Power Plant** would be empowered to indicate explicitly the nature and material particulars of the dispute/ dissatisfaction and the relief sought and serve notice thereof on the other, with copy to the **UPCL's Superintending Engineer, Electricity Distribution Circle, Tehri** under whose jurisdiction the Solar Photovoltaic Power Plant is located.
- b. On receiving such information, the **Superintending Engineer, Electricity Distribution Circle, Tehri** of UPCL in which the Solar Photovoltaic Power Plant is located, shall be required to personally meet the **authorized representative of the Solar Photovoltaic Power Plant** and the **Executive Engineer, Electricity Distribution Division, Tehri Garhwal** at his own office, separately and/or together, within 15 (Fifteen) days of the date of receipt of such notice, and attempt in good faith to resolve the dispute to the mutual satisfaction of the two parties, within the stipulations dictated by the letter and spirit of the agreement.

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- c. If the dispute is not resolved by way of a settlement being arrived at and duly signed by each of the above officers within (30) thirty days of the date of receipt of the notice described in clause (a) above, the matter may be referred by either or both the above designated officers of the two parties to the UPCL's **Chief Engineer, (Commercial)**, UPCL, V.C.V. Gabar Singh Urja Bhawan, Kanwali Road, Dehradun with information to the **Chief Executive of the Solar Photovoltaic Power Plant**. Within 15 days of receipt of such notice, the **Chief Engineer, (Commercial)** and the **Chief Executive of the Solar Photovoltaic Power Plant** would be required to meet at the formers office and endeavor to settle the dispute within a further period of (30) thirty days i.e. within a total period of 45 (forty Five) days from the initial date of receipt of the notice by the **Superintending Engineer, EDC, Tehri, UPCL**.
 - d. If the said dispute / dissatisfaction remains unresolved, either party can file a petition before UERC, whose decision will be final and binding on both the parties. UERC shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.

24. INDEMNIFICATION

- 24.1 The Solar Photovoltaic Power Plant shall indemnify, defend, and render harm free, UPCL, its members, directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees, from and against any and all liabilities, damages, costs, expenses (including attorneys fees), losses, claims, demands, action, causes of action, suits and proceedings of every kind, including those for damage to property of any person or entity (including the Solar Photovoltaic Power Plant) and/or for injury to or death of any person (including the Solar Photovoltaic Power Plant's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct of the Solar Photovoltaic Power Plant.
- 24.2 UPCL shall indemnify, defend, and render harm free, Solar Photovoltaic Power Plant, its directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees harmless from and against any and all liabilities, damages, costs, expenses (including outside attorneys fees), losses, claims, demands, actions, causes of action, suits and proceedings of every kind, including those for damage to the property of any person or entity (including UPCL) and/or injury to or death of any person (including UPCL's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct by UPCL.

25. ASSIGNMENT

This Agreement may not be assigned by either UPCL or the Solar Photovoltaic Power Plant without the consent in writing of the other party, except that either party may assign its rights under this Agreement, or transfer such rights by operation of law, to any corporation with which or into which such party shall merge or consolidate or to which such party shall transfer all or substantially all of its assets; provided that such assignee or transferee shall expressly assume, in writing, delivered to the other party to this Agreement, all the obligations of the assigning or transferring party under this Agreement.

26. FORCE MAJEURE

26.1 Force Majeure Event" means, with respect to any party, any event or circumstance which is not within the reasonable control of, or due to an act or omission of, that party and which, by the exercise of reasonable care and diligence, that party is not able to prevent, including, without limiting the generality of the foregoing:

- i. Lightning, storm, earthquakes, flood, natural disaster and action of the natural elements;

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- ii. Acts of public enemy, blockades, insurrections, riots, revolution or sabotage;
 - iii. Unavoidable accident, including but not limited to fire, explosion, radioactive contamination and toxic dangerous chemical contamination
- 26.2 The party invoking this clause shall satisfy the other party of the occurrence of such an event and give written notice explaining the circumstances, within seven days to the other party and take all possible steps to revert to normal conditions at the earliest.
- 26.3 Any payments that become/have become due under this agreement shall not be withheld, on grounds of force majeure conditions developing.

27. AUTHORITY TO EXECUTE

Each respective party represents and warrants as follows:

- a. Each party has all necessary rights, powers and authority to execute, deliver and perform this agreement.
- b. The execution, delivery and performance of this agreement by each respective party shall not result in a violation of any law or result in a breach of any government authority, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which either respective party is a party or by which it is bound.
- c. No consent of any person or entity not a party to this agreement, including any governmental authority, is required for such execution, delivery and performance by each respective party. All necessary consents have been either obtained or shall be obtained in the future as and when they become due.

28. LIABILITY AND DEDICATION

- 28.1 Nothing in this agreement shall create any duty, standard of care, or liability to discharge by any person not a party to it.
- 28.2 No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public; or affect the status of UPCL as a public utility or constitute the Solar Photovoltaic Power Plant or the Solar Photovoltaic Power Plant's facility as a public utility.

29. NODAL AGENCY

UREDA shall act as a nodal agency for implementing this Agreement.

30. AMENDMENTS

Any waiver, alteration, amendment or modification of this Agreement or any part hereof shall not be valid unless it is in writing, signed by both the parties and approved by UERC.

31. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted assignees.

32. NOTICES

Any written notice provided hereunder shall be delivered personally or sent by registered post, acknowledgement due, or by courier for delivery on written receipt, with pre-paid postage or courier charges, to the other party, at the following address:

UPCL:
Chief Engineer (Commercial),
Uttarakhand Power Corporation Limited,
V.C.V. Gabar Singh Urja Bhawan, Kanwali Road,
Dehradun-248001,
Uttarakhand.

Doon Valley Solar Power Pvt. Ltd.

Authorised Signatory

Doon Valley Solar Power Private Limited
Director

SuperIntending Engineer (Commercial)
Uttarakhand Power Corporation Ltd
V.C.V. Gabar Singh Urja Bhawan
Kanwali Road, Dehradun

SOLAR PHOTOVOLTAIC POWER PLANT:
M/S Doon Valley Solar Power Private Limited
C/o Rameshwar havelia, 183-1/1, Rajpur Road, Dehradun-248001.

Notice delivered personally shall be deemed to have been given when it is delivered at the office of, the Solar Photovoltaic Power Plant's or to the office of the Chief Engineer (Commercial), UPCL, as the case may be at address set forth above and actually delivered to such person or left with and received by a responsible person in that office. Notice sent by post or courier shall be deemed to have been given on the date of actual delivery as evidenced by the date appearing on the acknowledgement of delivery.
 Any party to this agreement may change its address for serving a written notice, by giving written notice of such change to the other party.

33. EFFECT OF SECTION AND ANNEXURE HEADINGS

The headings or titles of the various sections and annexure hereof are for convenient reference and shall not affect the construction or interpretation of any provision of this Agreement.

34. NON-WAIVER

No delay or forbearance by either party in the exercise of any remedy or right will constitute a waiver thereof, and the exercise or partial exercise of a remedy or right shall not preclude further exercise of the same or any other remedy or rights.

35. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be deemed to constitute either party hereto as partner, agent or representative of the other party or create any fiduciary relationship between the parties.

36. ENTIRE AGREEMENT

This agreement constitutes the entire understanding and agreement between the parties.

37. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws applicable in the State of Uttarakhand.

38. NO PARTY DEEMED DRAFTER

The parties agree that no party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrators or by a court of law, no inference shall be drawn against either party on account of this Agreement or any provision hereof being drafted by them. UPCL and the Solar Photovoltaic Power Plant acknowledge that both parties have contributed substantially and materially to the preparation of this agreement.

39. APPROVALS

Wherever approvals from either UPCL or the Solar Photovoltaic Power Plant are required in this Agreement it is understood that such approvals shall not be unreasonably withheld.

40. NODAL OFFICER OF UPCL

The nodal officer on behalf of UPCL shall be Executive Engineer, Electricity Distribution Division, Tehri Garhwal.

Doon Valley Solar Power Pvt Ltd.

[Signature]
 Authorised Signatory Doon Valley Solar Power Private Limited
[Signature] 16
 Director

[Signature]
 Superintending Engineer (Commercial)
 Uttarakhand Power Corporation Ltd.
 V.C.V. Gagar Singh Urja Bhawan
 Kanwali Road, Dehradun

ANNEXURES

ANNEXURES I to X WOULD FORM PART OF THIS AGREEMENT.

42. STANDARD FOR DECISION MAKING

- 42.1 All operational decisions or approvals that are to be made at the discretion of either UPCL or the Solar Photovoltaic Power Plant, pursuant to the terms of this agreement, including specifications and design criteria etc., shall be made or performed according to good engineering practices prevailing in the electricity industry.
- 42.2 Professional decisions or activities undertaken by either party for the purpose of constructing, installing, removing, maintaining or operating any facility, which may affect the operations of the other party's facility or facilities, shall be made or performed according to good engineering practices prevailing in the electricity industry.

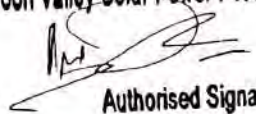
IN WITNESS:

WHEREOF, UPCL and the Solar Photovoltaic Power Plant have executed this agreement as of the 13th day of December in the year 2024.

FOR THE SOLAR PHOTOVOLTAIC POWER PLANT:

Name: Anupam Rana
Designation: Authorizing Signatory
M/s Doon Valley Solar Power Pvt Ltd
M/s

Doon Valley Solar Power Pvt Ltd.


Authorised Signatory

WITNESSED BY:

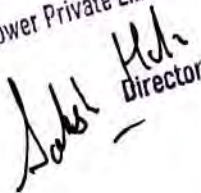
Naveen Kumar

FOR UPCL

Name:
Designation: SE (Coml.)
Uttarakhand Power Corporation Ltd
V.C.V. Gabar Singh Urja Bhawan,
Superintending Engineer, Commercial,
Uttarakhand Power Corporation Ltd.
V.C.V. Gabar Singh Urja Bhawan
Kanwall Road, Dehradun
Uttarakhand

WITNESSED BY:

Doon Valley Solar Power Private Limited


Director

SOLAR PHOTOVOLTAIC POWER PLANT'S GENERATION FACILITIES

ANNEXURE-I

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THE SOLAR PHOTOVOLTAIC POWER PLANT:

NAME : Shr. Anupam Rana
LOCATION : Nainbagh, Dist- Tehri, Uttarakhand.
CHIEF EXECUTIVE : Shr. Anupam Rana
CONTACT PERSON : Shr. Anupam Rana
MAILING ADDRESS : 59, VHA Colony, Sahasrindhar Road, Dehradun
TELEPHONE NUMBER : 9811799031
FAX NUMBER :
EMERGENCY :
TELEPHONE NUMBER :

2. GENERATING EQUIPMENT:

COMMERCIAL OPERATION DATE:

3. STIPULATIONS RELATING TO THE FACILITIES:

3.1 For the purpose of this agreement the Solar Photovoltaic Power Plant's facility includes all real estate, fixtures, and property owned, controlled, operated or managed by the Solar Photovoltaic Power Plant in connection with or to facilitate generation, transmission, delivery, or furnishing of electricity or required to interconnect and deliver the electricity to UPCL's system.

(Explanation: A single-line diagram relay list and trip Scheme of the Solar Photovoltaic Power Plant's facility, reviewed and accepted by UPCL at the time the Agreement is signed, shall be attached to this agreement and made part hereof. The single-line diagram, relay list, and trip scheme shall expressly identify the point of electrical interconnection of the Solar Photovoltaic Power Plant's facility to UPCL system. Material changes or additions to the Solar Photovoltaic Power Plant's generating and interconnection facilities reflected in the single-line diagram relay list, and trip scheme shall not be unreasonably withheld and an approval or otherwise shall be conveyed to the generator within 30 days by UPCL.

3.2 The Solar Photovoltaic Power Plant shall furnish, install, operate and maintain facilities such as breakers, relays, switches, synchronizing equipment, monitoring equipment, and control and protective devices as suitable for parallel operation with UPCL's system and acceptable to UPCL. Such facilities shall be accessible to authorized UPCL personnel for inspection, with prior intimation to the Solar Photovoltaic Power Plant

3.3 The Solar Photovoltaic Power Plant shall furnish, in accordance with UPCL's requirements, all conductors, service switches, fuses, meter sockets, meter and instrument transformer housings and mountings, switches, meter buses, meter panels, and similar devices required for the service connection and meter

Doon Valley Solar Power Pvt Ltd.

Authorised Signatory

Doon Valley Solar Power Private Limited
Director

Superintending Engineer (Commercial)
Uttarakhand Power Corporation
V.C.V. Gabar Singh Urja Bhawan
Kanwali Road, Dehradun

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installation at UPCL/Solar Photovoltaic Power Plant premises. This equipment shall be installed and Commissioned by UPCL.


- 3.4 UPCL shall review and approve the design drawings and Bill of Material for the Solar Photovoltaic Power Plant's electrical equipment, required interconnecting with UPCL's system. The type of electrical equipment, the type of protective relaying equipment and the settings affecting the reliability and safety of operation of UPCL and the Solar Photovoltaic Power Plant's interconnected system shall not be unreasonably withheld and an approval or otherwise shall be conveyed to the generator within 30 days by UPCL. UPCL at its option may request review of operation of the control, synchronizing, and protection schemes.
- 3.5 The Solar Photovoltaic Power Plant shall provide a manual isolating device, which provides a visible break to separate the Solar Photovoltaic Power Plant's facilities from UPCL's system. Such a disconnecting device shall be lockable in the OPEN position and be readily accessible to UPCL personnel at all times.

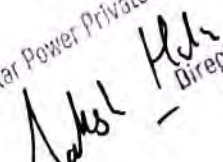
4. Operating Procedures:

- 4.1 The Solar Photovoltaic Power Plant shall operate its plant when interconnected with the grid as per the procedure given in the SGC as amended from time to time. The overall responsibility of operation and implementation of the SGC rests with the State Load Dispatch Centre and the State Transmission Utility under the provisions of the Indian Electricity Act, 2003.
- 4.2 The Solar Photovoltaic Power Plant's normal weekly Maintenance shall be carried out one day in a week.
- 4.3 The Solar Photovoltaic Power Plant shall notify UPCL's interconnecting sub station and SLDC prior to synchronizing a Solar Photovoltaic Power Plant on to or taking a Solar Photovoltaic Power Plant off of the system. Such notification should be given in accordance with the conditions of this agreement.

Doon Valley Solar Power Pvt Ltd.


Authorised Signatory


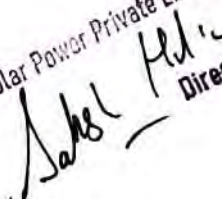

Superintending Engineer (Commercial)
Uttarakhand Power Corporation Ltd
V.C.V. Gabar Singh Urja Bhawan
Kanwall Road, Dehradun

Doon Valley Solar Power Private Limited

Director

1.0 Sale and Accounting for Power

1. In case the Solar Photovoltaic Power Plant is not a consumer of UPCL, protective gear at UPCL's Substation would be designed to ensure that reverse flow of power from UPCL's system to the Solar Photovoltaic Power Plant is totally blocked out and the circuit breaker at the Substation gets opened automatically when required. However, notwithstanding this provision, if any export to the Solar Photovoltaic Power Plant takes place, it would be paid for by the Solar Photovoltaic Power Plant in accordance with the terms of this agreement.
2. On the first day of the Energy Account Month, the Solar Photovoltaic Power Plant shall provide information in writing or Generation Schedule to SLDC and UPCL when ABT is implemented in the state about the quantity of Power to be wheeled by way of purchase or sale or banking, as the case may be, during the month.
3. UPCL will purchase Electricity in accordance with provisions of the Regulations of UERC and other statutory authorities, and requirements of the state load dispatch centre.
4. Power accounting and Billing would be done on the basis of the section titled "Metering" in the main agreement (Clause No. 14.0)
5. Energy accounting for supply of electricity by UPCL to the Solar Photovoltaic Power Plant shall be as per Regulation 49 of the Uttarakhand Electricity Regulatory Commission as provided in Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-Solar Photovoltaic Power Plants) Regulations, 2023 as amended from time to time.

Doon Valley Solar Power Pvt Ltd.


Authorised Signatory
Superintending Engineer (Commercial)
Uttarakhand Power Corporation Ltd.
V.C.V. Gagar Singh Urja Bhawan
Kanwali Road, DehradunDoon Valley Solar Power Private Limited

Director

ANNEXURE

61

INVOICE For the Month of.....	
Monthly Purchase Bill No:-	Dated-

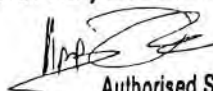
Name of the Buyer: UPCL	Name of the Generating Company:
Address :	Address:
Town	Town
District:	District: .
PIN Code	PIN Code
Tel.....Fax	Tel.....Fax.....

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1. Energy supplied (MWH)			
2. Energy for payment (MWH)			
OTHER CHARGES			
Less:			
Add:			
SUBTOTAL			
TOTAL DUE			

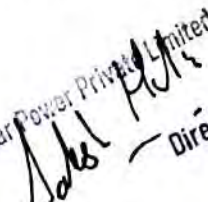
Encl : Joint Meter Reading statement duly verified by UPCL representative .

Authorized Representative	Verified by:
Solar Photovoltaic Power Plant	Authorized Representative
	UPCL

Doon Valley Solar Power Pvt Ltd.



Authorised Signatory

Doon Valley Solar Power Private Limited

 Director

Superintending Engineer (Commercial)
 Uttarakhand Power Corporation Ltd.
 V.C.V. Gabar Singh Urja Bhawan
 Kanwali Road, Dehradun

INTERCONNECTION FACILITIES PROVIDED BY THE GENERATING COMPANYLINE BAY/S

<u>ITEMS</u>	<u>PROVIDED</u>	<u>NOT PROVIDED</u>
Structures	Provided	
Bus Bars, Clamps and Connectors	Provided	
Grounding Grid	Provided	
Isolators	Provided	
Current Transformers	Provided	
Circuit Breakers	Provided	
Control Cubicles	Provided	
Control Cabling	Provided	
AC/DC Power Supply	Provided	
Communication Equipment	Provided	

SYNCHRONISATION & PROTECTION FACILITIES:

<u>ITEMS</u>	<u>PROVIDED</u>	<u>NOT PROVIDED</u>
Automation Voltage Regulator	Provided	
Auto Synchronization Unit	Manual	
Check Synchronization Relay	Provided	
	Provided	

PROTECTION FOR INTERNAL FAULTS

<u>ITEMS</u>	<u>PROVIDED</u>	<u>NOT PROVIDED</u>
Differential Solar Photovoltaic Power Plant	Provided	
Differential Unit Transformer	Provided	
Restricted Earth Fault	Provided	
Stator Earth Fault	Provided	
Rotor Earth Fault	Provided	
Inter turn Fault	Provided	
Over Voltage	Provided	
Loss of Excitation	Provided	
Under Voltage	Provided	
Reverse Power	Provided	
Low Forward Power Relay	Provided	

PROTECTION AGAINST GRID FAULTS

<u>ITEMS</u>	<u>PROVIDED</u>	<u>NOT PROVIDED</u>
Minimum impedance (Distance protection relay)	Provided	
Unbalance (Negative phase sequence)	Provided	
O/C&E/F(Unit transformer)-LT&HT	Provided	
Over load alarm	Provided	
Over Fluxing relay		Not Provided

PROTECTION AGAINST GRID DISTURBANCES

<u>ITEMS</u>	<u>PROVIDED</u>	<u>NOT PROVIDED</u>
Under Frequency	Provided	
Over Frequency	Provided	
Pole Slip		Not Provided

Doon Valley Solar Power Pvt Ltd.

Authorised Signatory

Doon Valley Solar Power Private Limited
22
DirectorSuperintending Engineer (Commercial)
Uttarakhand Power Corporation Ltd.
V.C.V. Gaba Singh Urja Bhawan
Kamwali Road, Dehradun

MAIN METER READINGS OF SOLAR PHOTOVOLTAIC POWER PLANT

Reading should be taken on First working day of every month at 00.00 Hrs.

Name of the Solar Photovoltaic Power Plant and Facility:

Place: _____ Taluka: _____ District: _____ State: _____

Meter No. :

C.T. Ratio Available / Connected:

P.T. Ratio Available / Connected:

Scale Factor (If any):-

Multiplying Factor (MF):

Billing Meter Make / Number:

Meter Readings:

	<u>Export Meter Reading</u>	<u>Import Meter Reading</u>
<u>MWh</u>		
<u>Previous Reading</u>		
<u>Current Reading</u>		
<u>Difference</u>		
<u>Difference X Multiplying Factor</u>		

Authorized Representative _____

UPCL

Authorized Representative _____

Solar Photovoltaic Power Plant

Date: _____

Notes:

1. The UPCL shall maintain a daily log- book to record hourly reading of the Main Meter,
2. The Solar Photovoltaic Power Plant shall maintain a daily log to record the hourly generation and supply in MWh along with the schedule given by the UPCL's Dispatcher,
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties,
4. MRJ Document of the Main Meter shall be taken at the time of the Joint Meter Reading.

Doon Valley Solar Power Pvt Ltd.

Authorised Signatory

Doon Valley Solar Power Private Limited
Director

Superintending Engineer (Commercial)
Uttarakhand Power Corporation Ltd
V.C.V. Gaba Singh Urja Bhawan
Kanwall Road, Dehradun

CHECK METER READING OF SOLAR PHOTOVOLTAIC POWER PLANT

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Reading should be taken on First working day of every month, at 00.00Hrs.

Name of the Solar Photovoltaic Power Plant and Facility:-

Place: _____ Taluka: _____ District: _____ State:- _____

Meter No.

C.T. Ratio Available /Connected:

P.T. Ratio Available /Connected:

Scale Factor (If any):

Multiplying Factor (MF):

Billing Meter Make/Number:

Meter Readings:

	<u>Export Meter Reading</u>	<u>Import Meter Reading</u>
<u>MWh</u>		
<u>Previous Reading</u>		
<u>Current Reading</u>		
<u>Difference</u>		
<u>Difference X Multiplying Factor</u>		

Authorized Representative
UPCL

Authorized Representative
Solar Photovoltaic Power Plant

Date:

Notes:

1. The UPCL shall maintain a daily log- book to record hourly reading of the Main Meter.
2. The Solar Photovoltaic Power Plant shall maintain a daily log to record the hourly generation and supply in MWh along with the schedule given by the UPCL's Dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.
4. MRI Document of the Main Meter shall be taken at the time of the Joint Meter Reading.

Doon Valley Solar Power Pvt Ltd.

Authorised Signatory

Superintending Engineer (Commercial)
Uttarakhand Power Corporation Ltd.
V.C.V. Gabar Singh Urja Bhawan
Kanwali Road, Dehradun

Doon Valley Solar Power Pvt. Limited
Sahil H.C. - Director

ANNEXURE

Name and Address of Solar Photovoltaic Power Plant and Facility:-
Installed Capacity MW**DAILY GENERATION REPORT**

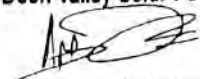
Active Power, MWh			
Time	Scheduled	Meter Reading	Difference X M.F.
00			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
Total			
Active Power, MWh			
Time	Scheduled	Difference X M.F.	Scheduled
Daily			
0600-2200			
2200-0600			
Cumulative			
0600-2200			
2200-0600			

Copy To:-


1. SLDC,
2. Authorised Representative, UPCL

Authorised Representative
Solar Photovoltaic Power Plant


Doon Valley Solar Power Pvt Ltd.



Authorised Signatory

Doon Valley Solar Power Pvt. Ltd.

 Director

25


 Superintending Engineer (Commercial)
 Uttarakhand Power Corporation Ltd.
 V.C.V. Gabar Singh Urja Bhawan
 Kanwall Road, Dehradun

MONTHLY TRIPPING REPORT

Name and Address of the Solar Photovoltaic Power Plant:-

Installed Generation Capacity: - MW

Date of first commissioning (Synchronizing): _____ Date of Commercial Operation: _____

Date of Synchronizing: _____ Progressive days: _____ Days: _____

TRIPPING ON FAULT:

[illegible]

PLANNED & FORCED OUTAGE:

[illegible]

Progressive Days:	Time Lost:	During	Month	Year

COMMISSIONING _____ SINCE FIRST COMMISSIONING _____

Copy to :- 1. State Load Dispatch Centre
2. Authorised Representative, UPCL

Tejon Valley Solar Power Pvt Ltd.

Authorised Signatory

Doon Valley Solar Power Private Limited

Director

26

Authorised Representative
Solar Photovoltaic Power Plant

Superintending Engineer (Commercial)
Uttarakhand Power Corporation Ltd.
V.C.V. Gubar Singh Urja Bhawan
Kanwali Road, Dehradun

DOON VALLEY SOLAR POWER PVT. LTD.

183-1/1, Rajpur Road, Dehradun

Mob No. 9412998629, Email:- general@doondistillers.com

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Date:- 02/01/2025

To
The Director
UREDA,
Patel Nagar,
Dehradun - 248001,
Uttarakhand, India.

Annexure No - 9

Sub: Request for Extension of time for commissioning of Solar Plant M/s

This reply is wrt your letter no 2324 dated 28th Dec 2024.

This is to bring to your kind attention, that the approval by UREDA to execute the project company was given on 26th Nov 2024, wherein the request letter was submitted on 24th July 2024. It is highlighted that the request was repeatedly followed by reminders on 01st Aug 24, 23rd Aug 24 and 19th Nov 2024. Highlighting that despite regular follow ups it took UREDA, 4 months to give the aforementioned approval.

It is also highlighted that despite regular follow up with UPCL, the TFR was issued with great difficulty and delays, thus the PPA was finally executed on 13th Dec 2024.

It is important to acknowledge that the process of CAF/Single Window can be initiated only once the above mentioned process are completed. Also, you might be aware that the "Invest Uttarakhand CAF Registration website" was facing technical issues.

Kindly note that all the mentioned process are intricately linked to each other and one process is essential to start the other. Similarly, the funding (project loan) from the financial institutions also requires the CAF approval.

Therefore, It is humbly submitted that the project cannot be executed in less than 4 weeks which was the effective time we got to execute the project.

Based on the above mentioned facts it is requested to kindly provide us the time till March 2025. Although we would try our best to execute it within the shortest time possible. We have already shortlisted our land and initiated the term loan process.

We are keen to partner, with the department in the State's journey of sustainable energy and want to assure you that we are serious in our endeavour of executing the project in as short time as possible.

Thanking You
Yours Sincerely

(Saksham Havela)
Authorised Signatory

Doon Valley Solar Power Private Limited
Saksham Havela
Director



Online Public Data Entry Summary

UKPDE2025090400601

DISTRICT NAME : दिल्ली नगरपालिका SRO : दिल्ली

Annexure No - 68

उत्तराखण्ड शासन

UKPDE2025090400601 From 16 Feb 2023

18-Feb-2025

1:16:11PM

Appointment Date: 18 Feb 2025

Appointment Time: 12:30 p.m to 01:30 p.m

Appointment Token No: 7

Deed/Article Type : Lease

Sub-Deed/Sub-Article : Lease(Not Exceeding 30 years)

Village/Location For Index : म्याणी

Village/Location/Road Selected for Circle Rate List : म्याणी

Khewat : Khatoni : 55 & 59

Khasra : 6882, 6888, 6962, 6904, 8673, 6874

House/Fiat No:

Area : 0.3220 हेक्टेयर

Latitude : Longitude : 0.0000000000

Land Value : 0.00 Construction Value : 0.00

Transaction Value : 1,628,958.92 Market Value : 0.00

Advance : 0.00 Lease Period : 27.00 Avg. Rent : 60,368.77

Stamp Duty : 7,250.00 Regn Fees : 3,630.00

Pasting Fees : 100 Page : 50

व्यवसायिक निर्माण का विवरण				
क्र.सं	निर्माण का प्रकार	क्षेत्रफल		
आवासीय निर्माण का विवरण				
क्र.सं	निर्माण क्षेत्र	निर्माण का प्रकार	निर्माण वन	आवक वर्ष
निबंधक शुल्क का विवरण				
क्र.सं	शुपदान की विधि	वनराशि	संदर्भ क्रमांक	
1	Cash	3,630.00		
स्टाम्प शुल्क का विवरण				
क्र.सं	शुपदान की विधि	वनराशि	संदर्भ क्रमांक	वारी दिनांक
1	e-Stamp	7,250.00	0	18-Feb-2025

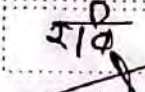
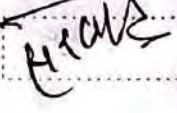
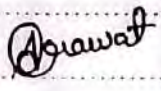

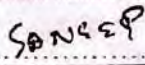
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Doon Valley Solar Power Pvt Ltd.
Authorized Signatory

Doon Valley Solar Power Private Limited
Director

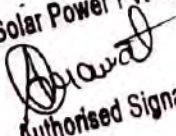
पक्षकारों का विवरण

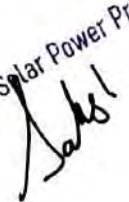
पक्षकार का प्रकार	पक्षकार का विवरण	हस्ताक्षर	व्यवस्थाप	पैन नं	मोबाइल नं	पहचान पत्र संख्या
विक्रेता / प्रथम पक्ष	श्री रवि पुत्र श्री सफरी निवासी २० जायघार देवान म्यानिनासुर टिहरी गढ़वाल उत्तराखंड Email : anishrawat100@gmail.com		Self employed		9528151273	ADHAAR : 241755392255
विक्रेता / प्रथम पक्ष	श्री सरदार सिंह पुत्र श्री कृते सिंह निवासी नैनबाग टटोर सटोर सिंगुनिसेरा टिहरी गढ़वाल उत्तराखंड Email : anishrawat100@gmail.com		Self employed		8171971613	ADHAAR : 633052928245
विक्रेता / द्वितीय पक्ष	श्री अनीप रावत (अधिकृत हस्ताक्षरकर्ता दूत वेल्ली गोलर पौवर प्रा० लि०) पुत्र श्री धीरूपाल सिंह रावत निवासी सुनारा नौगाँव उत्तरकाशी नौगाँव उत्तराखंड Email : anishrawat100@gmail.com		Self employed		9068301587	ADHAAR : 733807943463
गवाह	श्री सुभाष पुत्र श्री वासुदेव निवासी म्याणी नकोट म्यानी टिहरी गढ़वाल म्यानिनासुर उत्तराखंड		Self employed		0000000000	ADHAAR : 358892673167
गवाह	श्री संदीप सिंह पुत्र श्री सूरत सिंह निवासी सिंगुनी सिंगुनी उत्तरकाशी उत्तराखंड		Self employed		0000000000	ADHAAR : 702226222261

Deed Writer / Advocate Name : Self

रवि



Doon Valley Solar Power Pvt Ltd.

 Authorised Signatory
 Page 2 of 2

Doon Valley Solar Power Private Limited

 Director



सत्यमेव जयते



IN-UK75238660813676X

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INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK75238660813676X
 Certificate Issued Date : 18-Feb-2025 02:22 PM
 Account Reference : NONACC (SV)/ uk1263204/ TEHRI/ UK-TG
 Unique Doc. Reference : SUBIN-UKUK126320457682733792697X
 Purchased by : DOON VALLY SOLAR POWER PVT LTD
 Description of Document : Article 35 Lease
 Property Description : VILLAGE MYANI POST MYANI TEHSIL NAINBAGH TEHRI GARHWAL
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : RAVI AND SARDAR SINGH
 Second Party : DOON VALLY SOLAR POWER PVT LTD
 Stamp Duty Paid By : DOON VALLY SOLAR POWER PVT LTD
 Stamp Duty Amount(Rs.) : 7,250
 (Seven Thousand Two Hundred And Fifty only)



SIRMAASH CHANDRA
 STAMP VENDOR
 T. NAINBAGH T.G.

Please write or type below this line



रवि



सर्दार सिंह



Manoj Kumar

0025982551

Doon Valley Solar Power Pvt Ltd.
 Authorised Signatory

Statutory Alert:

1. The genuineness of this Stamp certificate should be verified at 'www.shilestamp.com' or using Stamp Mobile App of Stock Holding
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid
3. The user checking the legitimacy is the user of the certificate
4. In case of any discrepancy please inform the Competent Authority

Doon Valley Solar Power Private Limited
 Director



भारत सरकार
Government of India
जन्म तिथि / DOB: 28/02/1985
पुरुष / Male

2417 5539 2255

मेरा आधार, मेरी पहचान



सर्दार सिंह
SARDAR SINGH
पिता: पंते सिंह
Father: PHTE SINGH

जन्म तिथि/DOB: 01/02/1963
पुरुष / Male

6330 5292 8245

आधार - आम आदमी का अधिकार



अनीश रावत
Anish Rawal
जन्म तिथि / DOB: 15/04/1999
पुरुष / Male

7338 0794 3463

आधार - आम आदमी का अधिकार



सुभाष
SUBHASH
पिता: वासवानन्द
Father: VASVANAND
जन्म तिथि / DOB: 08/06/1974
पुरुष / Male

3588 9267 3167

आधार - आम आदमी का अधिकार



संदीप सिंह
Sandeep Singh
जन्म तिथि/DOB: 12/07/1996
पुरुष / MALE

7022 2622 2261

VID : 9133 5553 5849 7348

मेरा आधार, मेरी पहचान

पता: C/O सफरी, 20, जशपुर देवन
म्यानीलोर, तेहरि गढ़वाल, उत्तराखण्ड
249186

Address: C/O Saffri, 20, Jashpur Devan
Myanialoor, Tehri Garhwal, Uttarakhand,
249186

2417 5539 2255



पता: नैनबाग, टेलोर, तेलोर
मिर्जापुर, तेहरि गढ़वाल, उत्तराखण्ड
249186

Address: Nainbagh,
Telor, Telor, Singuniser, Tehri
Garhwal, Uttarakhand,
249186

6330 5292 8245



पता: आत्मज: धीरेशपाल सिंह रावत,
सुनारा, नौगांव, उत्तरकाशी, नौगांव,
उत्तराखण्ड, 249171

Address:
S/O: Dhreeghpal Singh Rawat,
sunara, Naugaon, Uttarkashi,
Naugaon, Uttarakhand, 249171

7338 0794 3463



पता: म्यानी, नकुल, म्यानी, तेहरि
गढ़वाल, म्यानीलोर, उत्तराखण्ड,
249186

Address:
MYANI nakul, Myani, Tehri
Garhwal, Myanialoor,
Uttarakhand 249186

3588 9267 3167



पता: शम्भु सिंह, सिंगुनी, सिंगुनी, उत्तरकाशी,
उत्तराखण्ड - 249171

Address:
S/O: Surat Singh, singuni, Singuni,
Uttarkashi,
Uttarakhand - 249171

7022 2622 2261

VID : 9133 5553 5849 7348

Doon Valley Solar Power Private Limited
Saket H.O. Director

पट्टा विलेख

पट्टा विलेख की अवधि	- 27 वर्ष
भूमि का क्षेत्रफल	- 0.322 है०
औसत वार्षिक किराया	- ₹0 60,370/-
प्रतिगाह औसत किराया	- ₹0 5,031/-
कुल देय स्टाम्प शुल्क	- ₹0 7,250/-
ई० स्टाम्प संख्या	- IN-UK
कुल देय रजिस्ट्रेशन शुल्क	- ₹0 3,630/-

पट्टादाता

21/8

पट्टेदार
Doon Valley Solar Power Pvt. Ltd.
Authorised Signatory

सम्पत्ति का प्रकार व स्थान

रचयिता

1. श्री रवि, पुत्र श्री सफरी, निवासी 20, जाखघार, देवान, म्यानिनालूर, टिहरी गढ़वाल, उत्तराखण्ड। (आधार 2417 5539 2255)

2. श्री सरदार सिंह, पुत्र श्री फते सिंह, निवासी नैनबाग, टटोर, तटोर, सिगुनिसेरा, टिहरी गढ़वाल, उत्तराखण्ड। (आधार 6330 5292 8245)

- Doon Valley Solar Power Pvt. Ltd. पंजीकृत कार्यालय-183-1/1, राजपुर रोड़, देहरादून द्वारा अधिकृत हस्ताक्षरकर्ता श्री अनीष रावत, पुत्र श्री धीगृपाल सिंह रावत, निवासी सुनारा, नौगांव, उत्तरकाशी, नौगांव, उत्तराखण्ड 249171। (आधार 7338 0794 3463)

- मौजा म्याणी पट्टी लालूर, तहसील नैनबाग, जिला टिहरी गढ़वाल के खतौनी खाता संख्या 55, खसरा संख्या 6882, रकबा 0.050 है०, खसरा संख्या 6962, रकबा 0.010 है०, खाता संख्या 59, खसरा संख्या 6888, रकबा 0.060 है०, खसरा संख्या 6904, रकबा 0.050 है०, खसरा संख्या 6973, रकबा 0.079 है०, खसरा संख्या 6874, रकबा 0.073 है०, कुल रकबा 0.322 है०।

अधिवक्ता

21/8

21/8

Doon Valley Solar Power Pvt. Ltd.
Authorised Signatory

Doon Valley Solar Power Private Limited
Director

पट्टा विलेख (लीज डीड)

यह पट्टा विलेख आज दिनांक 18/02/2025 को स्थान नैनबाग तहसील नैनबाग, जिला टिहरी गढ़वाल, उत्तराखण्ड में

1. श्री रवि, पुत्र श्री सफरी, निवासी 20, जाखधार, देवान, म्यानिलालूर, टिहरी गढ़वाल, उत्तराखण्ड।
2. श्री सरदार सिंह, पुत्र श्री फते सिंह, निवासी नैनबाग, टटोर, तटोर, सिगुनिसैरा, टिहरी गढ़वाल, उत्तराखण्ड।



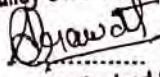
श्री

..... भूमिधर (पट्टाकर्ता)/प्रथम पक्ष।

एवं

Doon Valley Solar Power Pvt. Ltd. पंजीकृत कार्यालय- 183-1/1, राजपुर रोड़, देहरादून द्वारा अधिकृत हस्ताक्षरकर्ता श्री अनीष रावत, पुत्र श्री धीगृपाल सिंह रावत, निवासी सुनारा, नौगांव, उत्तरकाशी, नौगांव, उत्तराखण्ड 249171

Doon Valley Solar Power Pvt. Ltd.



Authorised Signatory

किरायेदार (पट्टेदार) द्वितीय पक्ष।

के मध्य अंकित एवं निष्पादित किया जा रहा है।

विदित हो कि Doon Valley Solar Power Pvt. Ltd. एक प्राइवेट लिमिटेड कम्पनी है जो दिनांक 06.08.2020 को कम्पनी अधिनियम, 2013 (Companies Act, 2013) के अन्तर्गत इनकॉर्पोरेट हुई है।

और विदित हो कि उक्त कम्पनी के द्वारा दिनांक 17 फरवरी, 2025 को पारित प्रस्ताव के माध्यम से अधिकृत हस्ताक्षरकर्ता श्री अनीष रावत, पुत्र श्री धीगृपाल सिंह रावत, निवासी सुनारा, नौगांव, उत्तरकाशी, नौगांव, उत्तराखण्ड 249171 को प्रस्तुत लीज डीड को कम्पनी की ओर से सम्पादित करने के लिए नियुक्त किया गया है।

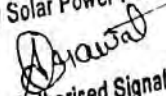
विदित हो कि प्रथम पक्ष निम्न प्रकार से सूची भूमि संख्या 1 ता 4 में वर्णित भूमियों के स्वामी व अध्यासी है।



श्री

Doon Valley Solar Power Private Limited
Director

Doon Valley Solar Power Pvt Ltd.


Authorised Signatory

श्री रवि	सूची भूमि संख्या 1
श्री सरदार सिंह	सूची भूमि संख्या 2

उपरोक्त सूचियों में वर्णित भूमियों को इस पट्टा विलेख में आगे संयुक्त रूप से "उक्त भूमि" कहकर सम्बोधित किया जा रहा है।

प्रथम पक्ष को उक्त भूमि को पट्टे पर देने हेतु स्वामित्व सम्बन्धी विधिक व कानूनी अधिकार प्राप्त है। उक्त भूमि वर्तमान समय में हर प्रकार के भार, बन्धक, न्यायालय, बैंक, सहकारी समितियों या अन्य किसी वित्तीय संस्थान के बंधक, ऋण, विवाद प्रतिबन्ध आदि से मुक्त है तथा प्रथम पक्ष द्वारा उक्त भूमि के सम्बन्ध में ऐसा कोई कार्य नहीं किया गया है जिससे उक्त भूमि को लीज पर देने या अन्य प्रकार से अन्तरण करने या भारग्रस्त करने या बन्धक करने में किसी भी प्रकार की कोई कठिनाई हो।

विदित हो कि द्वितीय पक्ष पट्टा-विलेख में वर्णित उक्त भूमि को पट्टे पर लेना चाहता है तथा द्वितीय पक्ष के अनुरोध पर प्रथम पक्ष उक्त भूमि को द्वितीय पक्ष को पट्टे पर देने के लिए निम्न वर्णित पट्टा विलेख की शर्तों पर तैयार है।

अतएव यह पट्टा विलेख साक्ष्य है:-

1. यह कि पक्षकारों के मध्य प्रथम पाँच वर्ष के लिए उक्त भूमि का वार्षिक किराया ₹0-48,300/- (अड़तालीस हजार तीन सौ रुपये मात्र) तय किया गया है। एवं उक्त वार्षिक किराये में प्रत्येक पाँच वर्ष बाद 10 (दस प्रतिशत) की अतिरिक्त वृद्धि की जायेगी। पक्षकारों के मध्य यह तय किया गया कि द्वितीय पक्ष द्वारा प्रथम पक्ष को किराया हर वर्ष अग्रिम रूप से अदा किया जायेगा एवं उक्त पट्ट की अवधि दिनांक-18.02.2025 से प्रारम्भ होकर दिनांक 17.02.2052 (27 वर्ष) तक मान्य होगी।

Signature 20/2

Doon Valley Solar Power Private Limited
Director

Doon Valley Solar Power Pvt Ltd.
Authorised Signatory

2. यह कि द्वितीय पक्ष द्वारा उक्त भूमि पर वैकल्पिक सौर उर्जा परियोजना स्थापित की जायेगी।
3. यह कि यदि उक्त परियोजना के लिए उक्त भूमि को धारा 143 उ० ज० उ० अधिनियम एवं भूमि सुधार अधिनियम के तहत अकृषक करवाया जाना आवश्यक हुआ तो प्रथम पक्ष इस सम्बन्ध में द्वितीय पक्ष को पूर्ण सहयोग प्रदान करेगा एवं इस हेतु समस्त कागजी व विधिक कार्यवाही सम्पन्न करने में द्वितीय पक्ष को अपना सहयोग करेगा।
4. यह कि द्वितीय पक्ष यदि उक्त भूमि पर सौर उर्जा उत्पादन प्रणाली स्थापित करने के लिए किसी अन्य पक्ष के साथ साझेदारी करता है तो इस बावत प्रथम पक्ष या उसके हित सम्बन्धी, अधिकारी उत्तराधिकारी वारिसान और समनुदेशिती आदि को कोई आपत्ति नहीं है और न ही भविष्य में होगी।
5. यह कि पट्टा-विलेख की आभोग की अवधि के दौरान उक्त भूमि पर लगने वाले सभी प्रकार के कर, भू-राजस्व अन्य कोई भुगतान आदि का खर्च द्वितीय पक्ष द्वारा किराये के अलवा स्वयं किया जायेगा।
6. यह कि द्वितीय पक्ष द्वारा उक्त भूमि पर सौर उर्जा प्रणाली की स्थापना एवं संचालन हेतु गार्ड रूम, स्टोर रूम कन्ट्रोल रूम यू०पी०सी०एल० का लैसिंग रूम स्टेशन का निर्माण व अन्य आवश्यक निर्माण किये जायेगे, इस बावत प्रथम पक्ष या उसके हित सम्बन्धी, अधिकारी उत्तराधिकारी वारिसान और समनुदेशिती आदि कोई आपत्ति नहीं है और न ही भविष्य में होगी।
7. यह कि सोलर प्लांट हेतु यदि द्वितीय पक्ष को ऋण की आवश्यकता होती है तो द्वितीय पक्ष उक्त भूमि को भारग्रस्त/बन्धक रख कर ऋण प्राप्त कर सकेगा
8. यह कि सम्पदा कर अधिनियम की धारा 194 के अनुसार यदि उक्त भुगतान किये गये किराये पर टी०डी०एस० देय होगा तो द्वितीय पक्ष

(Signature) 2/2

Doon Valley Solar Power Private Limited
(Signature)
 Director

Doon Valley Solar Power Pvt Ltd.
(Signature)
 Authorised Signatory

सम्पदा कर अधिनियम में वर्णित टी०डी०एस० की दर से किराये पर टी०डी०एस० काटकर राजकीय कोष में जमा करवायेगा तथा प्रथम पक्ष को इसके लिये त्रैमासिक टी०डी०एस० प्रमाण पत्र जारी करने के लिए बाध्य/जिम्मेदार होगा।

9. यह कि उक्त भूमि के सम्बन्ध में निष्पादित पट्टा- विलेख में यदि कोई शुद्धिकरण/संशोधन आदि की प्रक्रिया करनी पड़ती है एवं द्वितीय पक्ष को इस सम्बन्ध में किसी लेख इत्यादि की आवश्यकता होती है तो प्रथम पक्ष ऐसा लेख आदि सम्पादित करने के लिए हमेशा ही द्वितीय पक्ष के खर्च पर करने के लिए बाध्य रहेगा।

10. यह कि उक्त पट्टा - विलेख की अवधि के दौरान उक्त भूमि व उससे लगी हुई चल अचल सम्पत्ति की देखरेख की एवं किये जा रहे कार्य की समस्त जिम्मेदारी द्वितीय पक्ष/किरोयदार की होगी।

11. यह कि द्वितीय पक्ष उक्त भूमि पर अपने प्रोजेक्ट को प्रारम्भ करने एवं पूर्ण करने तथा योजना के संचालन की पूर्ति के लिए किसी प्रकार के निर्माण, इन्टरनेट या दूरसंचार या कोई अन्य अनापत्ति प्रमाण पत्र आदि प्राप्त करने के लिए पूर्ण रूप से स्वतंत्र रहेगा एवं तुरन्त अग्नि शमन यंत्र स्थापित करेगा। द्वितीय पक्ष वैकल्पिक उर्जा संयन्त्र स्थापित करने हेतु सम्बन्धित विभागों से अनुमतियाँ, अनुज्ञप्तियों आदि अपने खर्च पर प्राप्त करने के पश्चात ही अपना कार्य प्रारम्भ करेगा।

12. यह कि द्वितीय पक्ष उक्त भूमि पर कोई भी अवैध कार्य नहीं करेगा।

13. यह कि उक्त वर्णित पट्टा- विलेख में वर्णित समयावधि के पर्यवसान अर्थात् समाप्ति पर उक्त भूमि का वास्तविक व भौतिक कब्जा द्वितीय पक्ष द्वारा प्रथम पक्ष को सौंप दिया जायेगा अन्यथा द्वितीय पक्ष का कार्य काबिल बेदखली होगा। परन्तु प्रथम पक्ष, द्वितीय पक्ष को उसका सामान व सम्पत्ति जो कि उक्त भूमि में रखी गयी हो, लगायी गयी है उसे हटाने के लिए कम से कम 6 माह का समय अवश्य प्रदान करेगा।

 शर्मा

Doon Valley Solar Power Private Limited
Director

Doon Valley Solar Power Pvt Ltd.
Authorised Signatory

14. यह कि यदि पक्षकार चाहें तो पट्टा विलेख की तय अवधि आपसी सहमति से नयी शर्तों के साथ पट्टा-विलेख की उक्त 27 वर्ष की अवधि समाप्त होने के बाद आपसी सहमति से आगे के लिए बढ़ा सकेंगे।

15. यह कि यदि भविष्य में किराये की अवधि के दौरान सरकार द्वारा किसी राजकीय कार्य के लिए पट्टाकृत भूमि का अधिग्रहण किया जाता है और यदि उक्त भूमि अधिग्रहण के प्रयोजन में जाती है तो उसके लिए प्रथम पक्ष जवाबदेह/जिम्मेदार नहीं होगा। द्वितीय पक्ष द्वारा किसी न्यायालय आदि में इसके विरोध में कोई वाद आदि दायर नहीं किया जायेगा। किन्तु जितनी भूमि अधिग्रहण में जायेगी उसका किराया अनुपातः कम कर दिया जायेगा तथा शेष किराया काबिले वसूली होगा।

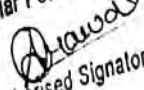
16. यह कि यदि द्वितीय पक्ष लगातार 02 वर्ष तक उक्त भूमि का तय किराया समय पर अदा नहीं करता है तो प्रथम पक्ष को अधिकार होगा कि वह द्वितीय पक्ष की किरायेदारी समाप्त कर उसे उक्त भूमि से बेदखल कर दे। परन्तु प्रथम पक्ष, द्वितीय पक्ष को उसका सामान व सम्पति जो कि सूची में वर्णित भूमि में रखी गयी हो, लगायी गयी है उसे हटाने के लिए कम से कम 6 माह का समय अवश्य प्रदान करेगा।

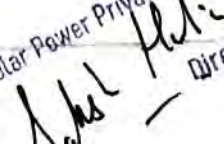
17. यह कि इस पट्टा-विलेख की शर्तों में दोनों पक्षकारों के हित सम्बन्धी, उत्तराधिकारी, वारिसान, हित-प्रतिनिधि एजेन्ट, स्थानापन्न और समुनुदेशिती आदि सभी सम्मिलित माने जायेंगे तथा ये सभी इस पट्टा-विलेख की शर्तों से बाध्य होंगे तथा उपरोक्त किसी को भी पट्टा विलेख में वर्णित शर्तों का उल्लंघन करने का अधिकार नहीं होगा।

18. यह कि दोनों पक्षकारों की ओर से व कानूनन पट्टा-विलेख निष्पादित किये जानें में कोई बाधा नहीं है।

19. यह कि पट्टे की अवधि के दौरान उक्त भूमि पर प्रथम पक्ष द्वारा कोई ऐसा व्यवधान/कार्य या दखलन्दाजी नहीं की जायेगी जिससे प्रोजेक्ट को पूर्ण करने में द्वितीय पक्ष को कोई कठिनाईयों हो, और यदि उक्त.

 राव

Doon Valley Solar Power Pvt. Ltd.

 Authorised Signatory

Doon Valley Solar Power Private Limited

 Director

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भूमि के सम्बन्ध में सहस्त्रातदारों का कोई विवाद होता है तो इस सम्बन्ध में द्वितीय पक्ष की कोई जवाबदेही नहीं होगी।

20. यह कि पट्टा विलेख की 27 वर्ष की अवधि के लिए, प्रथम पाँच वर्ष का वार्षिक किराया रु- 48,300/- (अड़तालीस हजार तीन सौ रुपये मात्र) तय किया गया है तथा प्रथम 05 वर्ष के बाद हर 05 वर्ष के लिए किरायेदारी 10 प्रतिशत बढ़ायी जायेगी जिसका आंकलन निम्न प्रकार से किया गया है-

प्रथम वर्ष का किराया- 48,300/-

01 से 05 वर्ष का किराया- 2,41,500/-

06वें से 10 वर्ष का किराया- 2,65,650/-

11वें से 15 वर्ष का किराया- 2,92,215/-

16वें से 20 वर्ष का किराया- 3,21,436.5/-

21वें से 25 वर्ष का किराया- 3,53,580.15/-

26वें एवं 27वें वर्ष का किराया- 1,55,575.266/-

कुल 27 वर्ष का किराया- 16,29,956.92/-

एक वर्ष का औसत किराया- 60,368.7748/- अर्थात् 60,370/-

21. यह कि उक्त पट्टा - विलेख की 06 वर्ष की अवधि का औसत किराया रु-3,62,220/- (तीन लाख बासठ हजार दो सौ बीस रुपये) होता है जिस पर उत्तराखण्ड शासन द्वारा नियत 02 प्रतिशत की दर 7,250/- रुपये स्टाम्प का निर्धारण किया गया है एवं उक्त पट्टा - विलेख की 03 वर्ष की अवधि का औसत किराया रु-1,81,110/- (एक लाख इक्कासी हजार एक सौ दस रुपये) होता है जिस पर 2 प्रतिशत की दर से पंजीयन शुल्क का निर्धारण रुपये-3,630/- किया गया है। स्टाम्प

सहस्र

Doon Valley Solar Power Private Limited
Director

Doon Valley Solar Power Pvt Ltd.
Authorised Signatory

शुल्क का भुगतान विलेख के साथ संलग्न ई स्टाम्प सर्टिफिकेट के माध्यम से किया जा रहा है।

22. यह कि द्वितीय पक्षकार द्वारा तय शर्तों के अनुसार प्रथम वर्ष का किराया रुपये-48,300/- (अड़तालीस हजार तीन सौ रुपये मात्र) प्रथम पक्ष को निम्न प्रकार से अदा किया जा रहा है:-

1. श्री रवि को रुपये 9,000/- चैक संख्या 024290, दिनांकित 18/02/2025, एक्सिस बैंक, ब्रांच नकरौंदा, यू.टी., देहरादून के माध्यम से अदा किया जा रहा है।
2. श्री सरदार सिंह को रुपये 39,300/- चैक संख्या 024291, दिनांकित 18/02/2025, एक्सिस बैंक, ब्रांच नकरौंदा, यू.टी., देहरादून के माध्यम से अदा किया जा रहा है।

जिसकी अभिस्वीकृति प्रथम पक्ष के द्वारा स्वीकार की गयी है।

23. यह कि यदि द्वितीय पक्षकार को सोलर प्लांट के लिए अनुमति प्राप्त नहीं होती है तो उक्त पट्टा- विलेख समाप्त माना जायेगा जिसके लिए दोनों पक्षकारों के मध्य उप-निबन्धक कार्यालय टिहरी गढ़वाल में समर्पण विलेख सम्पादित किया जायेगा।

24. यह कि उत्तराखण्ड सरकार द्वारा जारी शासनादेश संख्या-277 C/XXXI{3}/2019/36{1}/2019 नगर उर्जा दिनांक 18 नवम्बर 2019 के अनुसार सशर्त लाइसेंस आदेश संख्या-1406/III{II}/2019-20{78}/2018 दिनांक 20 नवम्बर 2019 के अनुसार वैकल्पिक उर्जा परियोजनाओं के लिए किसी भी व्यक्ति, संस्था, न्यास, फर्म कम्पनी और स्वयं सहायता समूह को पट्टे पर शर्त निर्धारित करते हुए पट्टा किराये सहित अधिकतम 30 वर्ष के लिए दिया जा सकता है। पट्टा किराया में भूमि, मृदा या मृदा के किसी भी अंश को सम्मिलित किया जायेगा।

(Signature)

शिव

Doon Valley Solar Power Private Limited
Director

Doon Valley Solar Power Pvt Ltd
Authorised Signatory

सूची भूमि संख्या 1 का विवरण

मौजा म्याणी पट्टी लालूर, तहसील नैनबाग, जिला टिहरी गढ़वाल के खतौनी खाता संख्या 55, खसरा संख्या 6882, रकबा 0.050 है, खसरा संख्या 6962, रकबा 0.010 है कुल रकबा 0.060 है।

पूर्व: बंजर,
पश्चिम: बंजर,
उत्तर: भूमि बिजेन्द्र,
दक्षिण: अन्य।

सूची भूमि संख्या 2 का विवरण

मौजा म्याणी पट्टी लालूर, तहसील नैनबाग, जिला टिहरी गढ़वाल के खतौनी खाता संख्या 59, खसरा संख्या 6888, रकबा 0.060 है, खसरा संख्या 6904, रकबा 0.050 है, खसरा संख्या 6973, रकबा 0.079 है, खसरा संख्या 6874, रकबा 0.073 है, कुल रकबा 0.262 है।

पूर्व: बंजर,
पश्चिम: भूमि सरविन्द,
उत्तर: बंजर,
दक्षिण: बंजर।

अतः यह पट्टा विलेख दोनों पक्षों ने स्वेच्छा से बिना किसी दबाव के, स्वस्थ मन एवं बुद्धि से उपरोक्त वर्णित तिथि, माह एवं वर्ष को निम्नलिखित गवाहानों के समक्ष अंकित, हस्ताक्षरित एवं निष्पादित किया जा रहा है।

पट्टादाता का नाम एवं पता :-

1. श्री रवि, पुत्र श्री सफरी, निवासी 20, जाखधार, देवान, म्यानिलालूर, टिहरी गढ़वाल, उत्तराखण्ड।

बायें हाथ (Left Hand) की अंगुलियों के चिन्ह:-



Handwritten signature

रवि

Doon Valley Solar Power Pvt. Ltd.
Authorised Signatory

Doon Valley Solar Power Private Limited
Director

Y. Y. ...

दायें हाथ (Right Hand) की अंगुलियों के चिन्ह:-

81



शिव

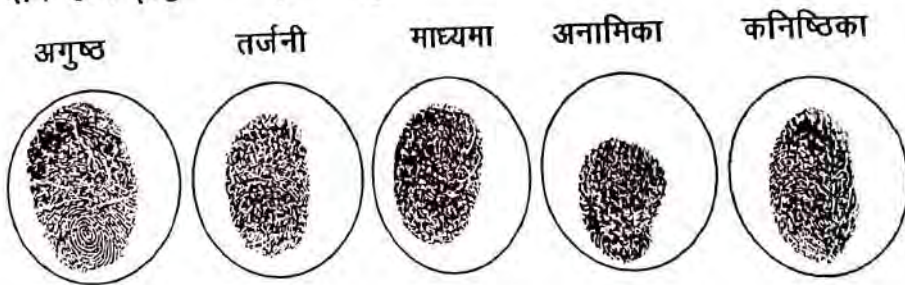
पट्टादाता
(श्री रवि)

2. श्री सरदार सिंह, पुत्र श्री फते सिंह, निवासी नैनबाग, टटोर, तटोर,
सिगुनिसैरा, टिहरी गढ़वाल, उत्तराखण्ड।

बायें हाथ (Left Hand) की अंगुलियों के चिन्ह:-



दायें हाथ (Right Hand) की अंगुलियों के चिन्ह:-



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शिव

शिव

पट्टादाता
(श्री सरदार सिंह)

Doon Valley Solar Power Private Limited
Sahil H. Director

Doon Valley Solar Power Pvt Ltd.
Authorised Signatory

पट्टेदार का नाम एवं पता :- Doon Valley Solar Power Pvt. Ltd. पंजीकृत
कार्यालय- 183-1/1, राजपुर रोड़, देहरादून द्वारा अधिकृत हस्ताक्षरकर्ता श्री
अनीष रावत, पुत्र श्री धीरूपाल सिंह रावत, निवासी सुनारा, नौगांव, उत्तराखण्ड 249171

बायें हाथ (Left Hand) की अंगुलियों के चिन्ह:-



दायें हाथ (Right Hand) की अंगुलियों के चिन्ह:-



Doon Valley Solar Power Pvt. Ltd.
(Doon Valley Solar Power Pvt. Ltd. द्वारा
अधिकृत हस्ताक्षरकर्ता श्री अनीष रावत)

गवाहान:-

- श्री सुभाष, पुत्र श्री वासवानन्द, निवासी म्याणी, नकोट, मयानी, टिहरी
गढ़वाल, न्यानिलालूर, उत्तराखण्ड।
आधार 3588 9267 3167

- श्री संदीप सिंह, पुत्र श्री सूरत सिंह, निवासी सिंगुणी, सिंगुनी,
उत्तरकाशी, उत्तराखण्ड 249171।
आधार 7022 2622 2261

पट्टेदार तथा पट्टादाता द्वारा बताये गये तथ्यों के आधार पर रचित एवं
टंकित।

....., अधिवक्ता।

Doon Valley Solar Power Pvt. Ltd.
Director

Doon Valley Solar Power Pvt. Ltd.
Authorised Signatory

DOON VALLEY SOLAR POWER PVT. LTD.
183-1/1, Rajpur Road, Dehradun
Mob No. 9412998629, Email:- general@doondistillers.com

BOARD OF DIRECTORS RESOLUTION

CERTIFIED TRUE COPY of the Resolutions passed by the by the Board of Directors of Doon Valley Solar Power Pvt. Ltd. on 01/12/2024 the meeting held at Registered Office of the Company at 183-1/1, Rajpur Road, Dehradun, Uttarakhand.

RESOLVED THAT Mr. Anish Rawat is hereby authorised to enter into Lease Agreement for the below mentioned parcels of land.

(i) Land No. 1

Land details:-

मौजा म्याणी पट्टी लालूर, तहसील नैनबाग, जिला टिहरी गढ़वाल के खतौनी खाता संख्या 55, खसरा संख्या 6882, रकबा 0.050 है, खसरा संख्या 6962, रकबा 0.010 है 0 कुल रकबा 0.060 है 0। जो 27 वर्ष के लिये लीज पर लिया जा रहा है जिसका किराया रू 8000/- प्रति वर्ष रहेगा।

पूर्व :- बंजर

पश्चिम :- बंजर,

उत्तर :- भूमि बिजेन्द्र

दक्षिण :- अन्य

Payment Details :-

श्री रवि को रुपये 8000/- बैंक संख्या 024290 दिनांकित 18/02/2025, एक्सेस बैंक, ब्रांच नकरीदा, देहरादून।

(ii) Land No. 2

Land details :-

मौजा म्याणी पट्टी लालूर, तहसील नैनबाग, जिला टिहरी गढ़वाल के खतौनी खाता संख्या 59, खसरा संख्या 6888, रकबा 0.060 है, खसरा संख्या 6904, रकबा 0.050 है 0, खसरा संख्या 6973, रकबा 0.079 है 0, खसरा संख्या 6874, रकबा 0.073 है 0, कुल रकबा 0.0262 है 0। जो 27 वर्ष के लिये लीज पर लिया जा रहा है जिसका किराया रू 39300/- प्रति वर्ष रहेगा।

पूर्व :- बंजर

पश्चिम :- भूमि सरविन्द

उत्तर :- बंजर,

दक्षिण :- बंजर

Payment Details :-

श्री सरदार सिंह को रुपये 39300/- बैंक संख्या 024291 दिनांकित 18/02/2025, एक्सेस बैंक, ब्रांच नकरीदा, देहरादून।

रवि


PKL

PKL

Doon Valley Solar Power Pvt Ltd.
Authorised Signator

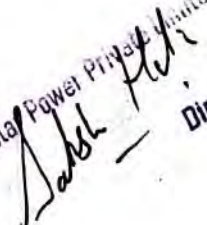
Doon Valley Solar Power Pvt Ltd.
Director

Anish Rawat
Director

Director	Signature
Rameshwar Havelia	



2/10

Doon Valley Solar Power Private Limited

 Director

Doon Valley Solar Power Pvt Ltd.

 Authorised Signatory



क्रमांक B 69147

अभिभाषक पत्र

न्यायालय Before The Uttarakhand Electricity Regulatory Commission, देहरादून
 वाद / अभियोग / अपील / पुनः निरीक्षण / प्रार्थना पत्र संख्या वर्ष 20 25.

वादी } प्रतिवादी }
 M/S Doon Valley Solar Power Pvt. Ltd. अपीलार्थी } विपरीत Uttarakhand Power Corp. Ltd. प्रत्युत्तरदाता }
 प्रार्थी } & Others. विपक्षी }

मैं/हम M/S Doon Valley Solar Power Pvt. Ltd. Reg. office at G/O Rameshwar Hawella, 183-1/1
 Rajpur Road, Dehradun, U.K. Through its director & authorized signatory Mr. Saksham Hawella
 R/O Kumbhala, P.O. Harrawala, Dehradun, U.K. 248001
 मैंने/हमने उपरोक्त वाद में अपनी ओर से श्री AKSHAY NEGI & Kamal Tomar एडवोकेट
 को नियत शुल्क पर उपरोक्त न्यायालय में कार्य करने के निमित्त निर्वाचित किया है।

अतः प्रतिज्ञा है कि अभिभाषक महोदय उपरोक्त न्यायालय में हमारी ओर से उपस्थित होकर कार्य करें, तथा कोई आवेदन पत्र, प्रमाणपत्र, स्टाम्प, न्यायालय शुल्क, नकद राशि प्रस्तुत करें अथवा वहां से वापिस प्राप्त करें, आपसी समझौता करें, किसी राशि, आपत्ति या प्रार्थना पत्र का उपक्रम करें।

न्यायालय की आज्ञा की अपील करें, डिग्री का सम्पादन करायें, नीलामी मोल लें, अधिकार लें, अभिभाषक महोदय का हर कार्य हमको अपने स्वयं कार्यतुल्य मान्यता स्वीकार होगा। अभिभाषक पत्र लिख दिया प्रमाणित हो और समयानुसार काम आये।

हस्ताक्षर Doon Valley Solar Power Pvt. Ltd. Director

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अभिभाषक पत्र स्वीकार है

एडवोकेट देहरादून

दिनांक

यू०के० / यू०पी० पंजीकरण संख्या वर्ष

सं विपरीत
 न्यायालय
 संख्या

 <p>भारत सरकार Government of India</p>  <p>आधार</p> <p>Download Date: 08/01/2020</p>  <p>सक्षम हवेलिया Saksham Havelia जन्म तिथि/DOB: 16/01/1995 पुरुष/ MALE</p> <p>Issue Date: 04/01/2014</p> <p>9459 6134 7305 VID : 9128 4260 8972 2123</p> <p>मेरा आधार, मेरी पहचान</p>	 <p>भारतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of India</p>  <p>AADHAAR</p> <p>पता: कुआवाला, कुवां वाला, देहरादून, उत्तराखण्ड - 248001</p> <p>Address: Kuanwala, Kuwan Wala, Dehradun, Uttarakhand - 248001</p>  <p>9459 6134 7305 VID : 9128 4260 8972 2123</p> <p>1947 help@uidai.gov.in www.uidai.gov.in</p>
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