

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 GCS SOLAR ENERGY PVT. LTD., REGISTERED OFFICE- 180-A, RAJPUR ROAD, DEHRADUN, UTTARAKHAND Through its Authorised signatory Mr. Vineet Bist S/o Shri Arjun Singh Bist R/o 23/1 Shakti Colony, New Cant Road, Hathibarkala, Dehradun, Uttarakhand, Pin- 248001

.....**Petitioner**

AND

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

..... **Proforma Respondents**



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Authorized signatory Mr. Vineet Bist
M/S GCS SOLAR ENERGY PVT. LTD

File No.....

Case No.....

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The humble Petitioner most respectfully showeth:

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

1. 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 500 KWp capacity by UREDA after participating in a tender process bearing E-Tender/RfP No.: 03/UREDA/Grid Connect/RfP/2019-20, Dated 20-07-2019. The letter of award for the said allotment was received by the Petitioner on 01/11/2019 (LOA No. 1713 of 01/11/2019). A photocopy of the said Letter of Award is being annexed as **Annexure No-2**.
2. That initially, a parcel of land situated in Village Sainsa, Chakrata was identified and proposed for the project, and the said address was also mentioned in the Letter of Award (LOA). However, upon conducting detailed due diligence over a period of several months, discrepancies and irregularities were discovered in the title documents pertaining to the said land. In view of the legal infirmities associated with the land records, the initially proposed site had to be abandoned.



3. That a new land parcel was identified in Jhaknidhar, Tehri, and the process of TFR for the said land was duly completed. However, the nearest transmission line — let alone a substation — was located at a considerable distance. The high cost of constructing the interconnection line rendered the project financially unviable, and consequently, the site had to be abandoned as well.
4. That thereafter, the petitioner identified another parcel of land in Vikasnagar and engaged in substantial efforts over a considerable period to assess its viability for the proposed solar project. However, it was subsequently informed that Uttarakhand Power Corporation Limited (UPCL) would not be able to provide grid connectivity at the said location, as the identified land was separated from the nearest substation by forest land, thereby rendering transmission infeasible due to regulatory and environmental constraints. In view of this limitation, the petitioner was once again compelled to abandon the site and continue its search for an alternative location.
5. 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.
6. That during the COVID-19 period, the petitioner was actively engaged in identifying and securing suitable land for the proposed project. In this process, the petitioner shifted focus to an alternative site located in Village Uproli, Sahiya, Chakrata. The TFR was obtained, the lease deed was duly executed, and construction work was commenced. However, to the petitioner's dismay and serious inconvenience, this site also had to be abandoned due to complex legal issues that arose concerning the Scheduled Tribe status of the landowner and his legal capacity to lease the land. As a result, despite securing the Power Purchase Agreement (PPA) and initiating construction, the petitioner was compelled to vacate the site. A copy of the said PPA is annexed herewith and marked as



Annexure No.- 3 for the kind perusal of this Hon'ble Commission.

7. 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.
8. That thereafter, in spite of the repeated challenges faced, the petitioner shifted to a new location in Village Kandari, Block Naugaon, District Uttarkashi. The petitioner applied for TFR for the said land and was granted the same on 15.10.2024. A copy of the said TFR has been duly marked and annexed herewith as **Annexure No.- 4**. The sequence of unforeseen and uncontrollable circumstances leading to the abandonment of earlier sites reflects the persistent difficulties encountered by the petitioner despite bona fide efforts and substantial commitment to the project.
9. That pursuantly, the petitioner executed the lease deed in respect of the new location and submitted a request for issuance of a supplementary Power Purchase Agreement (PPA). However, the supplementary PPA was not issued to the petitioner by the concerned department, as the authorities opted to await a further extension of the deadline for setting up the plant. The hereinabove mentioned lease deed has been annexed as **Annexure No.- 5**.
10. That after the lease was executed in Village Kandari on 14.12.2022, the petitioner applied for a bank loan and, simultaneously, commenced preliminary work on the said land. The bank loan has been sanctioned in principle and awaits the extension order for final disbursement. The correspondence from the bank reflecting petitioner's loan has been annexed as **Annexure no.-6**.
11. That in the meantime, the petitioner continued to progress with the project using its own resources and successfully completed design, engineering work, HT equipment foundation work, guard room construction and piling is



under progress. It is worth noting that the Petitioner has even booked invertors, Solar Panels and transformer.

12. That the Petitioner, having encountered multiple abovementioned impediments in its endeavor to establish the solar power plant, after having put in extensive efforts over a prolonged period, the Petitioner was finally optimistic about setting up the solar power plant and thus requested UREDA for further extension of the project commissioning deadline. However, UREDA, instead of granting the extension, sought directions from the Hon'ble Commission. By its order dated 27.03.2025, the Hon'ble Commission directed UREDA to cancel the Letter of Award (LoA), and consequently, no further extension was granted.
13. That the Petitioner made every possible effort; however, the circumstances remained beyond the Petitioner's control, and the outcome has been unfortunate. The delay that has occurred is despite persistent and bona fide efforts, made with the pure and sincere intention of developing the proposed solar power and because the petitioner faced unforeseen challenges that impeded the timely progression of the project.
14. That the petitioner has invested substantial personal resources, including hard-earned capital, considerable time and dedicated effort, towards the establishment of the solar power plant. These investments underscore the petitioner's sincere commitment to the project's realization.

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 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 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 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.
- 5.3 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.

- 5.4 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.
- 5.5 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.
- 5.6 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."

- 5.7 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.
- 5.8 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.
- 5.9 That the Petitioner humbly requests a final extension on the same terms and undertakes to accept the lower of the applicable tariffs. 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.
- 5.10 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.

- 5.11 That Non-availability of Suitable Land Despite Diligent Efforts: The petitioner undertook extensive and bona fide efforts to identify and secure suitable land for the establishment of the proposed project. Despite best efforts, the petitioner was compelled to abandon multiple identified project sites due to legal complications unforeseen at the time of selection. Despite initial identification of land parcels in Village sainsa, Jhaknidhar, Vikasnagar and Uproli unforeseen legal and technical difficulties the petitioner to abandon those sites. These setbacks, beyond the petitioner's control, significantly delayed project commencement and demonstrate the petitioner's good faith and proactive conduct.
- 5.12 That Substantial Investment and Physical Progress on Ground: Upon finalising the land in Village Kandari, Uttarkashi and execution of the lease deed dated 14.12.2022, the petitioner immediately commenced physical development of the site, land development, and designing and have booked the solar plates, inverters and transformer. These works reflect the petitioner's serious commitment and substantial financial and physical investment in the project, even before formal sanction of the loan.



- 5.13 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 one part of the problem, as adjoining parcels are owned by entirely different individuals or families.
- 5.14 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. 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.
- 5.15 That the Petitioner understands that there has been a significant delay, but it is submitted that the delay was neither intentional nor due to any negligence. Rather, it was the result of genuine, unavoidable difficulties. The Petitioner has consistently acted in good faith, made sincere efforts, and remained committed to the successful implementation of the project throughout this period.
- 5.16 That it is respectfully submitted that the considerable time, effort, and financial investment already made particularly in the search and acquisition of suitable land and the lease executed thereto will be rendered futile and result in irreparable loss to the Petitioner if the extension is not granted.
- 5.17 That in light of the abovementioned facts and circumstances, it is most respectfully requested that the Hon'ble Commission may be pleased to review its order dated 27.03.2025 and graciously grant a further extension of the commissioning date.



- 5.18 It is respectfully submitted that the commissioning date be extended up to December 2025, considering that the adjudication and issuance of the Hon'ble Commission's order may take up to three months. By that time, the monsoon season would commence, during which it is practically unfeasible to carry out plant erection activities in hilly terrain. Therefore, an extension up to December 2025 would reasonably provide the Petitioner with a workable window of four to five months post-monsoon to complete the establishment of the solar power plant.

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.

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. 1713), dated 01-11-2019
3. Copy of Power Purchase Agreement dated 30-06-2022
4. Copy of TFR dated 15.10.2024.
5. Copy of the lease deed(s) executed by the Petitioner.
6. Copy of the correspondence from bank reflecting petitioner's loan.
7. Vakalatnama along with authority letter & IDs.



Authorised signatory Mr. Vineet Bist
M/S GCS SOLAR ENERGY PVT. LTD

Verification: -

I, **Mr. Vineet Bist**, authorised signatory of M/S GCS SOLAR ENERGY PVT. LTD do hereby verify, that the contents of Para 1 to 12 are true and correct to my best of knowledge.



Authorised signatory Mr. Vineet Bist
M/S GCS SOLAR ENERGY PVT. LTD



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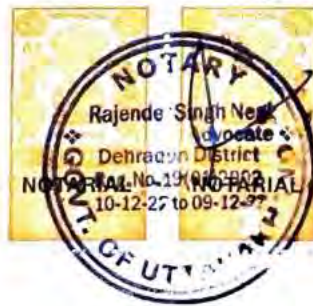
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Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK90442516543859X
Certificate Issued Date	: 06-May-2025 05:24 PM
Account Reference	: NONACC (SV)/ uk1335004/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK133500488267217874049X
Purchased by	: GCS SOLAR ENERGY PVT LTD
Description of Document	: Article 4 Affidavit
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GCS SOLAR ENERGY PVT LTD
Second Party	: NA
Stamp Duty Paid By	: GCS SOLAR ENERGY PVT LTD
Stamp Duty Amount(Rs.)	: 10 (Ten only)



SUMAN GARG
Kutchhi
Mob: 94948787



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shrestamp.com or using e-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 onus of checking the legitimacy is on the users of the certificate.
4. 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

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IN THE MATTER OF: M/S GCS SOLAR ENERGY PVT. LTD., REGISTERED OFFICE- 180-A, RAJPUR ROAD, DEHRADUN, UTTARAKHAND Through its Authorised signatory Mr. Vineet Bist S/o Shri Arjun Singh Bist R/o 23/1 Shakti Colony, New Cant Road, Hathibarkala, Dehradun, Uttarakhand, Pin- 248001

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2. UTTARAKHAND RENEWABLE ENERGY DEVELOPMENT AGENCY, Energy Park Campus, Patel Nagar Industrial Estate, Dehradun, Uttarakhand.

..... Proforma Respondents



AFFIDAVIT VERIFYING THE PETITION

I, **Mr. Vineet Bist S/o Shri Arjun Singh Bist R/o 23/1 Shakti Colony, New Cant Road, Hathibarkala, Dehradun, Uttarakhand, Pin-248001, authorized signatory of M/S GCS SOLAR ENERGY PVT. LTD., REGISTERED OFFICE- 180-A, RAJPUR ROAD, DEHRADUN, UTTARAKHAND** the deponent named above, do hereby solemnly affirm and state on oath as under:-

1. That the deponent, is the authorized signatory of petitioner M/S GCS SOLAR ENERGY PVT. LTD., REGISTERED OFFICE- 180-A, RAJPUR ROAD, DEHRADUN, UTTARAKHAND, 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.

AKSHAY NEGI

Advocate

Reg. No. UK-698/2021.....)

Mob. No. 7060756532

Advocate

Solemnly affirmed before me on this 6th day of May 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.

(Notary Public)



ATTESTED
RAJENDER SINGH (NEGI)
Advocate & NOTARY
Chamber No. 92, 1st Floor
Opposite Bar Office
Tribunale Court Compound
Bhadrachalam (Gutarakhand)

Before

20
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



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



	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. 713 / UREDA/03(1)-SPV-214-3/52 MW UPCL-RFO/2019-20 (Vol-3)		Dated: 0 / Nov, 2019

Letter of Award (LoA)

To,

Gurcharan Singh,
 129 Dandipura Doiwala, Dehradun
 Mob : 9760798754
 Email : supreet-singhahuja@gmail.com

Sub: Letter of Award (LoA) for procurement of power from 500 KWp capacity Grid Connected Solar PV Power Project Under type-I of Uttarakhand Solar Energy Policy-2013 (Amended-2018)

Ref:- E-Tender/RFP No : 03/UREDA/Grid Connect/RFP/2019-20 Dated: 22/07/2019

Sir,

With reference to your participation in above referred E-tender, 500 KWp capacity Grid Connected Solar PV Power Project is being awarded to you for installation as per following details:-

Particulars	Details
Awarded capacity	500 KWp
Levelised Gross tariff per KWh	Rs 4.05 (Rupees four five Paise Only)
Proposed Location	Solna Gram Sahiya Chakrata
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	31/10/2020 (In case of delay, the prevailing tariff as decided 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



Capl. Alok Shekhar Tiwari
 Director, UREDA



सत्यमेव जयते

INDIA NON JUDICIAL

Annexure No-3

Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK92156950656344U
Certificate Issued Date	: 30-Jun-2022 12:37 PM
Account Reference	: NONACC (SV)/ uk1330204/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK133020489322693129142U
Purchased by	: GCS SOLAR ENERGY PVT LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GCS SOLAR ENERGY PVT LTD
Second Party	: UPCL
Stamp Duty Paid By	: GCS SOLAR ENERGY PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

PRATIMA NEGI
STAMP VENDOR
LICENSE No-293
INDIRA NAGAR COLONY
DEHRADUN



POWER PURCHASE AGREEMENT

Please write BETWEEN this line

Uttarakhand Power Corporation Limited
AND
M/s GCS Solar Energy Private Limited

THIS AGREEMENT is made this 30th day of June 2022 (hereinafter called the Effective Date), between M/s GCS Solar Energy Private Limited, a Company registered under the Company's Act, 2013, having its registered office at 180-A Rajpur Road, Dehradun, Uttarakhand 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. Gahar Singh Urja Bhawan, Kanwali Road, Dehradun, hereinafter called "UPCL" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the second part.

GCS SOLAR ENERGY PVT LTD

Authorised Signatory

1. The authenticity of this Stamp certificate should be verified at www.gcs-solar-energy.com any discrepancy in the details on this Certificate and as available on the website.
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.



Superintending Engineer (Commercial)
Uttarakhand Power Corporation Ltd.
V C V Gahar Singh Bhawan, Dehradun

WHEREAS, the Solar Photovoltaic Power Plant is engaged in the business of power generation situated at Vill- Gram Uproli, Sahiya, Block- Kalsi, District- Dehradun 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, Power Purchase Agreement dated 23-06-2021 signed between Shri. Gurcharan Singh and UPCL shall stand null and void from the date of signing of this Agreement.

Whereas, UREDA vide letter no. 538/उरेडा/03(1)-एसपीवी-214-11/यूपीवीएल के RPO/स्था/2022-23 (वाल्सू-6) dated 01-06-2022 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 GCS Solar Energy Private Limited" in view of request of UREDA made vide letter no. 538/उरेडा/03(1)-एसपीवी-214-11/यूपीवीएल के RPO/स्था/2022-23 (वाल्सू-6) dated 01-06-2022.

WHEREAS the Solar Photovoltaic Power Plant has undertaken to implement the power project by installing plant and equipment having installed capacity of 500 KW situated at Vill- Gram Uproli, Sahiya, Block- Kalsi, District- Dehradun, Uttarakhand.

AND WHEREAS, the Solar Photovoltaic Power Plant desires to sell entire/surplus 500 KW energy scheduled to be generated in the Solar Photovoltaic Power Plant's facility.

And

UPCL agrees to purchase entire/surplus 500 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 47 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-Generating Stations) Regulations, 2018 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-Generating Stations) Regulations, 2018 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.

- 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

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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 33/11 KV Substation, Sahiya, Vikasnagar, Uttarakhand.
- 1.5 'Energy Account Month' means period from 00 hrs of 1st day to 24 hrs of last day of the billing month to UPCL.
- 1.6 'Sub Station' means 33/11 KV Substation, Sahiya, Vikasnagar, Uttarakhand owned maintained and operated by UPCL.
- 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 33/11 KV Substation, Sahiya, Vikasnagar, 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-Generating Stations) Regulations, 2018 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;
- 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.

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Authorised Signatory



Suprajit Singh, Director
GCS Solar Energy Corporation Ltd.
9, E.V. Road, South Dwarak, Dehradun

- 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 500 KW of power made available to UPCL system from Solar Photovoltaic Power Plant @ Rs. 4.05 intimated by UREDA vide letter no. 1713/UREDA/03(1)-SPV-214-3/52 MW UPCL-RPO/2019-20 (Vol-3) dated 01-11-2019 (Annexure-IX) after the bidding process conducted by UREDA. Above rate of sale of Power shall be applicable only if the Solar Photovoltaic Power Plant commissions its plant on or before 15th November 2021 in accordance with the Order dated 21-09-2021 passed by Hon'ble Commission. However, if the plant is commissioned after 15th November 2021, 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 15(1)(c) of RE Regulation 2018 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 47 of Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-Generating Stations) Regulations, 2018 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

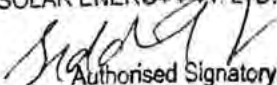
- 3.1 The Solar Photovoltaic Power Plant's annual maintenance schedule shall normally be in the month of July every year. The Solar Photovoltaic Power Plant shall inform in writing to UPCL regarding the maintenance schedule in accordance with provisions of the SGC as revised by the Commission from time 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/owner.

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 2018, based on the monthly Joint Meter Reading with help of MRI of the Main Meter Interconnection point along with the detailed MRI Report of the Meter at

GCS SOLAR ENERGY PRIVATE LIMITED

 Authorised Signatory



Supplementary Bill
 UERC
 A.C. Wastan Singh
 Director

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 Solar Photovoltaic Power Plant from the date of the receipt of original monthly bill alongwith complete documents mentioned in 5.1. & 5.2 with following rebate options:-
 - i. For payment of bills through the letter of credit on presentation or if payment made within 5 working days, a rebate of 2% shall be allowed.
 - ii. Where payments are made by a mode other than through the letter of credit but within a period of one month of presentation of bills by the Solar Photovoltaic Power Plant, a rebate of 1% shall be allowed.
- 5.4 For default in payment beyond 60 days from the billing, a surcharge at the rate of 1.25(%) percent per month or part thereof shall be levied on the billed amount.
- 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 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 2018 as amended from time to time:-

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Siddhant
Authorised Signatory



Gabbar Singh
Superintendent (Commercial)
Uttarakhand Power Corporation Ltd.
V.C.V. Gabbar Singh Bhawan, Dehradun

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, Sahiya, Vikasnagar, Uttarakhand with the system of the Transmission/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.
- 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

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- 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, Sahiya, Vikasnagar, 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 and UERC RE Regulation 2018 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 33 kV voltage connected to 33/11 KV Substation, Sahiya, Vikasnagar, Uttarakhand owned, maintained and operated by UPCL.
- 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 the 33/11 KV Substation, Sahiya, Vikasnagar, Uttarakhand owned, maintained and operated by UPCL, the required bay, terminal equipments and associated synchronization equipments, etc shall be borne as per clause 41 (3) of UERC regulation 2018 by the owner.
- 8.4 Technical standards for construction of electrical lines and connectivity with the grid shall be as per clause 41 (1) of UERC regulation 2018.
- 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, Sahiya, Vikasnagar, Uttarakhand shall be as per clause 42 of UERC regulation 2018.
- 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

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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.
- 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 and 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, Vikasnagar) with the copy to the CE (Comm.), Gabar Singh 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, Vikasnagar in-charge of the 33/11 KV Substation, Sahiya, Vikasnagar, Uttarakhand 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. **LIASON WITH & ASSISTANCE FROM UPCL**

The Solar Photovoltaic Power Plant shall closely liaise with the Nodal Officer (Executive Engineer, Electricity Distribution Division, Vikasnagar) of UPCL and shall inform the date of commencement of delivery of power to the designated officials (Executive Engineer,

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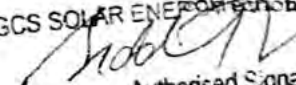


Executive Engineer,
Electricity Distribution Division,
Vikasnagar, Dehradun

Electricity Distribution Division, Vikasnagar) 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 of 0.2 class accuracy or better, 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 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 pillar 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, Vikasnagar.
 - 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 readings shall be full and final for the Bill of that month.

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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.

15. 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-Generating Stations) Regulations, 2018 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 notified 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

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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.

18. 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

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[Signature]
Superintendent (Commercial)
UPCL
Gurgaon, Haryana

- b. Failure to use reasonable diligence in operating, maintaining; or repairing UPCL's 33/11 KV Substation, Sahiya, Vikasnagar, 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
 - c. Failure or refusal by UPCL to perform its material obligations under this 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.

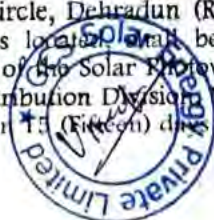
23. DISPUTES AND ARBITRATION

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, Vikasnagar 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, Dehradun (Rural), under whose jurisdiction the Solar Photovoltaic Power Plant is located.
- b. On receiving such information, the Superintending Engineer, Electricity Distribution Circle, Dehradun (Rural) 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, Vikasnagar at his own office, separately and/or together, within 15 (Fifteen) days of the date of receipt of such notice, and attempt

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- 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.
- 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, Dehradun (Rural).
- 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;
- ii. Acts of public enemy, blockades, insurrections, riots, revolution and sabotage;

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- 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 Bhawan, Kanwali Road,
Dehradun - 248001,
Uttarakhand.

SOLAR PHOTOVOLTAIC POWER PLANT
M/s GCS Solar Energy Private Limited,
180-A Rajpur Road, Dehradun, Uttarakhand.

GCS SOLAR ENERGY PVT. LTD.

Authorised Signatory



Supporting Engineer (Commercial)
Uttarakhand Power Corporation Ltd.
V.C.V. Gabar Singh Bhawan, Dehradun

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

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

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

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

37. GOVERNING LAW

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

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, Vikasnagar.

41. ANNEXURES

ANNEXURES 1 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 Sub other party's facility or facilities, shall be made or

Authorised Signatory



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Superintending Engineer (Commercial)
Uttam Bhowmik
V. C. V. Industrial Corporation Ltd., Dibrugarh

Y. C. Y. Gan is a Lecturer in the Department of Mechanical Engineering, The Hong Kong Polytechnic University, Kowloon, Hong Kong.

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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 .30.th day of June..... in the year 2022.

FOR THE SOLAR PHOTOVOLTAIC POWER PLANT:

Name: Satish Gupta

Designation:

M/s

M/s

.....

.....

FOR UPCL
Name: V.C.V. Gabar Singh Bhawan
Designation: SE (Coml.)
Uttarakhand Power Corporation Ltd.
V.C.V. Gabar Singh Bhawan,
Kanwali Road,
Dehradun-248001,
Uttarakhand.

WITNESSED BY:

Praveen Singh Rawat
B-156, G/2, Rishi Apartment
Shalimar Garden Ext-II
Sahibabad, Gaziabad, UP.

Praveen Singh Rawat

Mob: 9711190272

WITNESSED BY:

Satish Gupta
AE (Coml.)
Satish Gupta

GCS SOLAR ENERGY PVT. LTD.
Satish Gupta
Authorised Signatory



THE SOLAR PHOTOVOLTAIC POWER PLANT'S GENERATION FACILITIES1. THE SOLAR PHOTOVOLTAIC POWER PLANT:

NAME : M/s GCS Solar Energy Private Limited
 LOCATION : Vill- Gram Uproli, Sahiya, Block- Kalsi, District- Dehradun, Uttarakhand.
 CHIEF EXECUTIVE : Shri. Gurcharan Singh
 CONTACT PERSON : Shri. Gurcharan Singh
 MAILING ADDRESS : supreet-singhahuja@gmail.com
 TELEPHONE NUMBER : 9760798754
 FAX NUMBER :
 EMERGENCY :
 TELEPHONE NUMBER :

2. GENERATING EQUIPMENT:

COMMERCIAL OPERATION DATE: 30th September 2022 (Expected)

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

GCS SOLAR ENERGY PRIVATE LTD.
 Authorised Signatory

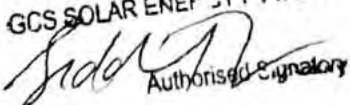


Supreet Singh (Commercial)
 Bharat Power Corporation Ltd.
 V.C.V. Gaur Sahi Bawian, Dehradun

- 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.

GCS SOLAR ENERGY PVT. LTD.

 Authorised Signatory

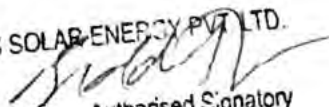



 Supriyendranath Choudhary (Authorized)
 UPCL and Power Corporation Ltd.,
 V V Kalyan Singh Bhawan, Delhi

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 APL 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 47 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-Generating Stations) Regulations, 2018 as amended from time to time.

GCS SOLAR ENERGY PVT. LTD.


 Authorised Signatory


 Superintendent Engineer (Commercial)
 Uttarakhand Power Corporation Ltd.
 V. C. V. Gahar Singh Bhawan, Dehradun

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ANNEXURE- III

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)			
<u>OTHER CHARGES</u>			
<u>Less:</u>			
<u>Add:</u>			
SUBTOTAL			
TOTAL DUE			

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

Authorized Representative	Verified by:
Solar Photovoltaic Power Plant	Authorized Representative

GCS SOLAR ENERGY PVT LTD.

Authorised Signatory



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ANNEXURE - IV

INTERCONNECTION FACILITIES PROVIDED BY THE GENERATING COMPANY

LINE BAY/S

ITEMS	PROVIDED	NOT PROVIDED
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:

ITEMS	PROVIDED	NOT PROVIDED
Automation Voltage Regulator	Provided	
Auto Synchronization Unit	Provided	
Check Synchronization Relay	Manual	
	Provided	
	Provided	

PROTECTION FOR INTERNAL FAULTS

ITEMS	PROVIDED	NOT PROVIDED
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

ITEMS	PROVIDED	NOT PROVIDED
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

ITEMS	PROVIDED	NOT PROVIDED
Under Frequency	Provided	
Over Frequency	Provided	
Pole Slip		Not Provided

GCS SOLAR ENERGY PRIVATE LIMITED
 Authorised Signatory



Subscribed and Verified by (Commercial)
 Director/Authorized Signatory, GCS Solar Energy Private Limited,
 V. C. V. G. Solar Park, Danduram, Danduram

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ANNEXURE-V

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. MRI Document of the Main Meter shall be taken at the time of the Joint Meter Reading.

GCS SOLAR ENERGY PVT. LTD.

Authorised Signatory



[Handwritten signature]

ANNEXURE- VI

CHECK METER READING OF SOLAR PHOTOVOLTAIC POWER PLANT

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.

GCS SOLAR ENERGY PVT. LTD.

Authorised Signatory



Signature of _____ (Commercial)
 Uttam Singh & Co. Chartered Accountants Ltd.
 V.C.V. Gaur Singh Bhawan, Denradun

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Annex-2

	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: rp@uredahd@gmail.com
No. 713	UREDA/01(1)-SPV-214.3/52 MW UPCL-RPO/2019-20 (Vol-3)	Dated: 07 Nov, 2019

Letter of Award (LoA)

To,

Gurcharan Singh,
129 Dandapara Dairwala, Dehradun
Mob : 9760798754
Email : sagreet-singhatup@gmail.com

Sub: Letter of Award (LoA) for procurement of power from 500 KWp capacity Grid Connected Solar PV Power Project Under type-1 of Uttarakhand Solar Energy Policy-2013 (Amended-2018)

Ref: E-Tender/RP No.: 01/UREDA/Grid Connect/RP/2019-20 Dated: 22/07/2019

Sir,

With reference to your participation in above referred tender, 500 KWp capacity Grid Connected Solar PV Power Project is being awarded to you for installation as per following details:-

Particulars	Details
Awarded capacity	500 KWp
Levelised Gross tariff per KWh	Rs 4.05 (Rupees four five Paise Only)
Proposed Location	Seeta Ghat Sahaya Chakrata
Submission of Contract Performance Guarantee as per clause no. 2.16.1 of RIP 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 100 days from date of issue of this LoA
Last date of Commercial Operation	31/03/2020 (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 RIP, 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,

v21

(Capt. Alok Shekhar Tewari)
Director, UREDA

GCS SOLAR ENERGY PVT. LTD.

Authorised Signatory



Superintending Engineer (Commercial)
Uttarakhand Power Corporation Ltd.
V C V Gaba Chowk Bhawan, Dehradun



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: 538

/ उरेडा / 03(1)-एनपीओ-214-11 / यूपीओएलओ के डीपीओ/स्वीओ/2022-23 (बालू-6) दिनांक 01 जून, 2022

सेवा में,

मुख्य अभियन्ता (वाणिज्य)

यूपीओसीओएलओ,

ऊर्जा भवन, देहरादून।

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

महोदय,

अवगत कराना है कि उरेडा द्वारा प्रकाशित 200 मेवाओ क्षमता के सोलर पावर प्लान्ट की स्थापना हेतु ई-निविदा के अन्तर्गत द्वितीय चरण में चयनित कुल 75 विकासकर्ताओं को "परियोजना आवंटन पत्र" निर्गत किये गये थे जिसकी सूची उरेडा मुख्यालय के पत्र संख्या 1790 दिनांक 08 नवम्बर, 2019 के माध्यम से आपको प्रेषित की गयी थी। यूपीओसीओएलओ द्वारा इन विकासकर्ताओं से PPA हस्ताक्षरित किया जाना है।

उक्त निविदा के अन्तर्गत निर्गत "परियोजना आवंटन पत्र" के अनुसार इच्छुक विकासकर्ताओं द्वारा Project Company का गठन किया जाना है जिसके क्रम में उरेडा मुख्यालय द्वारा वर्तमान तक कुल 43 आवंटियों द्वारा Project Company के गठन की सूचना आपको प्रेषित की जा चुकी है। उक्त के अतिरिक्त 02 विकासकर्ताओं 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	Devendra Kumar Oberoi	500	1712	Devendra N Sons Energy Private Limited 180-A Rajpur Road Dehradun Dehradun UR 248009 IN
2	Gurcharan Singh	500	1713	Gcs Solar Energy Private Limited 180-A Rajpur Road Dehradun Dehradun UR 248009 IN

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

भवदीय,

(नीरज कुमार गर्ग)
मुख्य परियोजना अधिकारी

प्रतिलिपि : सम्बन्धित विकासकर्ता को इस आशय से प्रेषित कि उरेडा द्वारा प्रेषित पत्रांक 293 दिनांक 11.05.2022 के अनुसार financial closure से सम्बन्धित अभिलेख उरेडा मुख्यालय को दिनांक 01.07.2022 एवं संयंत्र की स्थापना/कमीशनिंग दिनांक 30.09.2022 तक कराना सुनिश्चित करें।

GCS SOLAR ENERGY PVT. LTD.

Authorised Signatory



मुख्य परियोजना अधिकारी

(Signature)
मुख्य परियोजना अधिकारी

UTTARAKHAND POWER CORPORATION LTD.

Office of
Executive Engineer,
Electricity Distribution Division Barkot.

Email ID:- eddbarkot@gmail.com

Tel. Ph. No:- 01375- 225515



उत्तराखण्ड पावर
कारपोरेशन लिमिटेड

कार्यालय, Annexure No-4

अभिशासी अभियन्ता,

विद्युत वितरण खण्ड, बड़कोट।

ई-मेल:- eddbarkot@gmail.com

दूरभाष नं० 01375- 225515

पत्रांक:- १७७/वि०वि०ख०ब०

दिनांक १५.१०.२४

निदेशक (परिचालन)

उत्तराखण्ड पावर कारपोरेशन लिमिटेड

ऊर्जा भवन कांगली रोड, देहरादून।

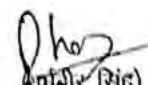
विषय : 500 KW सोलर पावर प्रोजेक्ट की Technical Feasibility Report (TFR) को सम्बन्ध में।

महोदय,

उपरोक्त विषयक अवगत कराना है कि श्री प्रखर श्रीवास्तव अधिकृत प्रतिनिधि M/s GCS Solar Energy Private Limited ने अपने पत्र दिनांक 05.10.2024 के माध्यम से अवगत कराया गया है कि उन्हें उरेडा द्वारा पत्र में 600 KW का सोलर पावर प्रोजेक्ट की स्थापना करने हेतु LOA 1713/Ureda/03-(1)-SPV-214-3/52MW UPCT-RPO/2019-20 (Vol-3) दिनांक 01Nov 2019 जारी किया था, इसके उपरान्त M/s GCS Solar Energy Private Limited (Solar Power Developer) व UPCL के मध्य दिनांक 30.08.2022 को Power Purchase Agreement (P.P.A.) किया गया है। श्री प्रखर श्रीवास्तव के द्वारा उक्त सोलर पावर प्लान्ट पूर्व में, ग्राम उपरोली साहिगा, ब्लॉक कालरी, जिला देहरादून उत्तराखण्ड में लगाया जाना प्रस्तावित था किन्तु भूमि अधिग्रहण व हस्तान्तरण में आधी कठिनाईयों के कारण उक्त स्थान पर प्लान्ट लगाया जाना संभव नहीं हो सका जिसके कारण उक्त सोलर पावर उत्पादक उक्त आवंटित सोलर प्लान्ट इस खण्डान्तर्गत आने वाले ग्राम कण्डारी, ब्लॉक नौगाँव, जिला उत्तरकाशी में लगाया जाना प्रस्तावित किया है और उक्त प्रस्तावित स्थान पर 500 KW के सोलर पावर प्रोजेक्ट से उत्पादित विद्युत ऊर्जा निकासी (Evacuation) हेतु Technical Feasibility Report (TFR) देने का अनुरोध किया है।

उक्त के दृष्टिगत उपरोक्त प्रस्तावित 500 KW के Solar Power Project से उत्पादित विद्युत ऊर्जा के निकासी (Evacuation) हेतु Technical Feasibility Report (TFR) इस पत्र के साथ संलग्न कर आपको सादर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

संलग्न - यथोपरि।


(अंशु सिंह)
अभिशासी अभियन्ता



TECHNICAL FEASIBILITY REPORT FOR SOLAR PV POWER PLANT

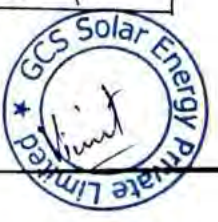
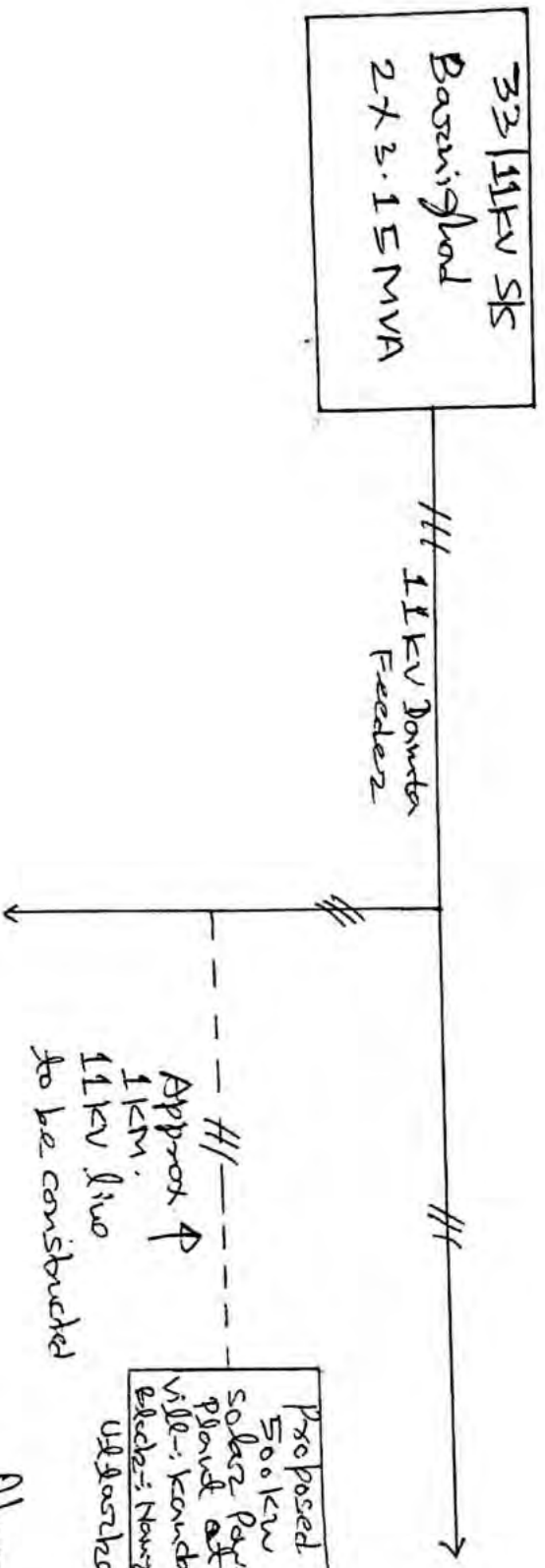
Particulars		Remarks
Details of the Solar PV Power Plant		
1	Name of the applicant commissioning the proposed Solar PV Plant :- M/S G.C.C.	Solar Energy Pvt Ltd
2	Capacity (MW/KW) of Proposed Solar PV Power Plant :-	500 kW
3	Details of land and location where the solar PV plant is proposed to be constructed (including the details viz. coordinates, land area etc.) Vill :- Kankshi, Block :- Nangra, Uttarakashi	30.656386, 78.073616
4	Contact No. of the applicant :-	9058545476
5	Email of the applicant	
Details of Connectivity to be provided to Solar PV Power Plant		
1	Voltage level at which connectivity is proposed to be provided to Solar PV Power Plant	11KV
2	Whether connectivity at above voltage level is provided by tapping the existing feeder or through independent feeder. (Must be specifically mentioned)	Existing 11KV Feeder
3	In case tapping of existing feeder is to be done, give following details of the existing feeder	
(i)	Name of the existing feeder	11KV Danta Feeder
(ii)	Length of the line proposed to be constructed	Approx. 1 km.
(iii)	Type and size of conductor to be used	ACSR weasal
(iv)	Current carrying capacity of the feeder	170 Amp.
(v)	Cumulative capacity of total DTRs connected to this feeder (KVA)	2349 KVA
(vi)	Capacity of Generator(s), if any, connected to this feeder	45 kW
(vii)	Maximum load recorded on the existing feeder in Amperes and KVA	56 Amp.
(viii)	Who will do the above work (UPCL/Generator)	As per UPCL Norms
(ix)	Remarks, if any	
4	In case independent feeder is to be constructed, give following details	
(i)	Length of the line proposed to be constructed	
(ii)	Type and size of conductor to be used	
(iii)	Capacity of Generator(s), if more than one and their details	
(iv)	Whether forest clearance(s) is(are) required to construct the new independent feeder (Yes/No)	
(v)	Who will do the above work (UPCL/Generator)	
(vi)	Remarks, if any	
Details of 33/11 KV Substation through which power from Solar PV Power Plant is proposed to be evacuated		
1	Name of the 33/11 KV Substation	33/11KV SIS :- Barnighad
2	Capacity of Substation (MVA) & Max. Load	2 x 3.15 MVA; 36 Amp (33KV)
3	Whether enhancement of capacity of 33/11 KV substation is required (Yes/No)	NO
Other Details		
1	Comment whether it is technically feasible to evacuate power from proposed solar PV power plant or not (Yes/No)	YES
2	Single Line Diagram (SLD) clearly describing Solar PV Power Plant, evacuating line and 33/11 KV Substation along with loading conditions, loss calculations etc. (Duly signed separate sheets should be enclosed)	Attached
3	Additional Remarks, if any	



Executive Engineer
Electricity Distribution
Division
Executive Engineer
Electricity Distribution Division
UPCL, Barkot.

15

Single line diagram of proposed solar power plant of M/S G.C.S. Solar Energy Pvt Ltd to be connected to existing 11KV Danda Feeder originating from 33/11KV S/S Baniwala under EDD (Barhat)



[Signature]
 Executive Engineer
 Electricity Distribution Division
 UPCL, Barhat.

489/2020

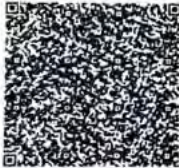


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

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Certificate Issued Date	: 02-Dec-2020 01:18 PM
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Unique Doc. Reference	: SUBIN-UKUK126020403844210112957S
Purchased by	: GCS SOLAR ENERGY PVT LTD
Description of Document	: Article 35 Lease
Property Description	: MAUZA UPROLI TEHSIL KALSI DISTT. DEHRADUN UTTARAKHAND
Consideration Price (Rs.)	: 0 (Zero)
First Party	: KANTIRAM AND GEETA RAM
Second Party	: GCS SOLAR ENERGY PVT LTD
Stamp Duty Paid By	: GCS SOLAR ENERGY PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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कांतिराम
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GCS SOLAR ENERGY PVT LTD.

Director

Director



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पट्टा-विलेख

यह पट्टा विलेख आज दिनांक 5/11/2020 को स्थान चकराता, जिला देहरादून में 1-श्री कान्तीराम 2- श्री गीताराम पुत्रगण स्व0 सुरजन निवासी-ग्राम उपरौली तहसील कालसी जिला देहरादून उत्तराखण्ड (जिसको कि इस पट्टा विलेख में 'पट्टादातागण महोदय के रूप में आगे सम्बोधित किया गया है)

..... पट्टादातागण

ने

GCS SOLAR ENERGY Pvt. Ltd. Director. Supreet Singh
पंजीकृत कार्यालय 36-42 मच्छी बाजार, देहरादून उत्तराखण्ड (जिसको कि इस पट्टा विलेख में 'पट्टाग्रहिता महोदय के रूप में आगे सम्बोधित किया गया है)

.....पट्टाग्रहिता

विदित हो कि पट्टादातागण इस पट्टा-विलेख की सूची में वर्णित भूमि/सम्पत्ति के सहखातेदारों के साथ संयुक्तरूप से भूमिधर स्वामी, अध्यासी है। पट्टादातागण को सूची में वर्णित भूमि/सम्पत्ति के सम्बन्ध में विक्रय/अन्तरण के सर्वाधिकार प्राप्त है। पट्टादातागण के सहखातेदारों द्वारा सूची में वर्णित भूमि को पट्टे पर देने हेतु अपनी सहमति प्रदान की हुई है। पट्टा विलेख की सूची में वर्णित भूमि/सम्पत्ति हर प्रकार के भार, बन्धन, न्यायालय, बैंक, सहकारी, समिति अथवा अन्य किसी वित्तीय संस्था की भूमि/सम्पत्ति है। पट्टादातागण द्वारा ऐसा कोई कार्य, विक्रय अनुबन्ध आदि अन्य किसी व्यक्ति से वर्णित भूमि/सम्पत्ति के सम्बन्ध में नहीं किया हुआ है जिससे इस भूमि/सम्पत्ति के पट्टा दिये जाने में किसी प्रकार की विधिक बाधा उत्पन्न हो।

यह कि पट्टाग्रहिता को पट्टादातागण की विवरण में दी गई भूमि/सम्पत्ति पर मुख्यता उत्तराखण्ड सौर उर्जा नीति-2013 (संशोधित-2018) के अनुसार सौर उर्जा की ईकाई स्थापित करनी है और सौर उर्जा से सम्बन्धित अन्य गतिविधियां स्थापित करनी है, जिसके लिये पट्टादातागण विवरण में दी गई भूमि/सम्पत्ति को किराए/पट्टे पर दिये जाने व पट्टाग्रहिता विवरण में दी गई भूमि/सम्पत्ति को पट्टे पर लिये जाने हेतु परस्पर सहमत है तथा दोनों के मध्या निम्नलिखित संविदा व शर्तें तय की गई हैं, जिसके अनुपालन में यह पट्टा विलेख अंकित व निष्पादित किया जा रहा है।

कान्तीराम
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कमश.....2.....
GCS SOLAR ENERGY PVT. LTD.

Director

Director

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1 - आचार्य श्री

गीतागोपनी

2 - निलकण्ठ



एतद्वारा ऊपर नामित पक्षकारों के बीच हुई संविदा के अनुपालन में यह पट्टा-विलेख, पट्टादातागण द्वारा पट्टाग्रहिता के पक्ष में निम्न उपबन्धों के अधीन अंकित व निष्पादित किया जा रहा है, जिसके अनुपालन हेतु दोनों पक्ष व उनके उत्तराधिकारी व हित-प्रतिनिधि, स्थानापन्न, अन्तरिति आदि-आदि सदैव पाबन्द रहेगे।

अतः यह पट्टा-विलेख पूर्ण स्पष्टीकरण हेतु निम्न दर्शाता है:-

- 1- यह कि पट्टे पर दी जा रही भूमि/सम्पत्ति का वार्षिक किराया मु0 13,000-रुपये प्रति बीघा प्रतिवर्ष की दर से तय पाया गया है, जो पांच वर्ष तक के लिये है। 5 वर्ष के पश्चात वार्षिक किराये में प्रत्येक 5 वर्ष बाद मु0 2,500-रुपये प्रति बीघा की वृद्धि की जायेगी। पट्टे पर दी जा रही भूमि/सम्पत्ति 3.16 बीघा है, जिसका कुल वार्षिक औसत किराया 60830/रुपये प्रति वर्ष की दर से तय पाया गया है। इस पट्टे की अवधि दिनांक 01/10/2020 से प्रारम्भ होकर अगले अगले 29 वर्ष 11 माह तक के लिये निर्धारित की गई है जो कि 30 वर्ष से अधिक नहीं है, जो की पक्षकारों की आपसी सहमति से आगे भी बढ़ाई जा सकती है, जिसके लिये अलग से नवीनतम पट्टा विलेख तैयार कर निष्पादित कराया जायेगा। किराये का विवरण संलग्नक-1 है।
- 2- यह कि पट्टादातागण ने पट्टाग्रहिता को ऊपर दर्शाएनुसार किराए के प्रतिफलस्वरूप इस पट्टा विलेख की सूची में वर्णित भूमि/सम्पत्ति के फिक्स्ड व सुखाधिकारों सहित इस भूमि/सम्पत्ति के प्रयोग एवं उपयोग के समस्त अधिकारों सहित व पट्टाग्रहिता के कर्मचारियों व अन्य व्यक्तियों जिन्हे कि पट्टाग्रहिता इस सम्पत्ति के उपयोग हेतु अधिकृत करें, के लिये किराए/पट्टे पर दे दी है। जरूरत पडने पर पट्टाग्रहिता द्वारा भूमि को बाद में अकृषक (धारा-143) घोषित करवाया जायेगा। जिसके लिये पट्टादातागण सहमत है।
- 3- यह कि पट्टादातागण ने पट्टाग्रहिता को भूमि/सम्पत्ति का वास्तविक अध्यासन स्थल पर जाकर सौंप दिया है। पट्टाग्रहिता अध्यासन की प्राप्ति की अभिस्वीकृति एतद्वारा स्वीकार करता है।
- 4- यह कि पट्टाग्रहिता प्रत्येक वर्ष की किराए की अदायगी वर्ष के माह अप्रैल में पट्टादातागण को अदा करेगा तथा पट्टादातागण किराए की प्राप्ति के उपरान्त किराया प्राप्ति की रसीद नियमानुसार पट्टाग्रहिता को जारी करेगा।
- 5- यह कि पट्टाग्रहिता इस भूमि/सम्पत्ति के सम्बन्धित विद्युत एवं जल का भुगतान किये जाने हेतु उत्तरदायी होगा।

कल-12/11/20

गणितारण शर्मा

कमरा-3

Director

Director



- 6- यह कि पट्टाग्रहिता द्वारा सूची में वर्णित भूमि/सम्पत्ति मुख्यता उत्तराखण्ड सौर उर्जा नीति-2013 (संशोधित-2018) के अनुसार राज्य के पर्वतीय क्षेत्रों में 5 मेघावाट क्षमता तक की सौर उर्जा परियोजना उत्तराखण्ड राज्य के अनुसार सम्बन्धित विभाग (UREDA) के द्वारा जारी पत्रांक No 874, UREDA/03(1)-SPV-214-2/UPCL-PRO/2019-20(Vol-2) दिनांक 18 जुलाई 2019 सौर उर्जा की ईकाई स्थापित किये जाने हेतु किराए/पट्टे पर ली गई है। पट्टादातागण की अनुमति के बिना पट्टे पर दी गयी सम्पत्ति की सब-लीज कर सकता है।
- 7- यह कि पट्टाग्रहिता किराएदारी/पट्टे की अवधि समाप्त होने के उपरान्त अथवा निर्धारित समय अवधि से पूर्व किराएदारी समाप्त होने की दशा में भूमि/सम्पत्ति का रिक्त व वास्तविक अध्यासन समस्त फिटिंग एवं फिक्चर्स हटाकर, रिक्त अवस्था में पट्टादातागण को सौंपेगा।
- 8- यह कि पट्टे/किराये की अवधि के दौरान विवरण में दी गई भूमि/सम्पत्ति पर आरोपित कर उपकर, इत्यादि के भुगतान का दायित्व भी पट्टाग्रहिता का होगा।
- 9- यह की पट्टाग्रहिता को यह अधिकार होगा कि वह पट्टे पर ली गई भूमि/सम्पत्ति में अपनी सुविधानुसार अस्थायी पार्टिशन करे तथा सौर उर्जा हेतु जिस प्रकार के भी निर्माण की आवश्यकता हो, वह निर्माण करे।
- 10- यह की पट्टाग्रहिता को यह अधिकार होगा की वह अपने कार्य से सम्बन्धित बोर्ड, नोटिस बोर्ड, साईन बोर्ड, वाल पेन्टिंग इत्यादि लगाए, इस पर पट्टादातागण को कोई आपत्ति नहीं होगी।
- 11- यह कि पट्टाग्रहिता के द्वारा 6 माह तक निरंतर किराया नहीं देता है तो पट्टादाता को यह अधिकार होगा कि व पट्टाग्रहिता की किराएदारी विधिक 90 दिन की अवधि का सूचना पत्र प्रेषित करें। इसके बाद भी अगर किराया अदा नहीं किया जाता है तो पट्टादाता पट्टा-विलेख को समाप्त कर दे व भूमि/सम्पत्ति का अध्यासन पट्टाग्रहिता से प्राप्त कर ले। पट्टादातागण को यह अधिकार नहीं होगा कि वह पट्टाग्रहिता के द्वारा पट्टे पर प्राप्त भूमि को बैंक या अन्य किसी वित्तीय संस्था में बन्धक किये जाने के पश्चात नियत अवधि से पूर्व पट्टा विलेख को निरस्त कराये।
- 12- यह कि पट्टाग्रहिता के द्वारा जिस प्रयोजन हेतु भूमि को पट्टे पर लिया गया है। यदि पट्टाग्रहिता का प्रयोजन सफल नहीं होता है तो पट्टाग्रहिता को अधिकार होगा कि वह इसकी सूचना पट्टादातागण को देगे, जिसकी अवधि 06 माह की होगी और 06 माह बीत जाने के पश्चात पट्टाग्रहिता पट्टे को निरस्त करा सकते है जिसके लिये पट्टादाता, पट्टाग्रहितागण के अनुरोध पर निरस्तीकरण हेतु पाबन्द रहेगे।

17/11-2014

गतिशम इन्फो



कमरा...4....
GCS SOLAR ENERGY PVT. LTD.

Director

Director

- 13- यह कि, इस पट्टा विलेख में प्रयुक्त स्टाम्प शुल्क एवं पंजीकरण शुल्क पट्टाग्रहिता द्वारा ही वहन किया जाएगा। इस पट्टा विलेख की मूल प्रति पट्टाग्रहिता के पास रहेगी।
- 14- यह कि यह पट्टा विलेख को समाप्त करने का अधिकार पट्टादाता को पट्टा विलेख की अवधि तक नहीं होगा। और तब तक जब तक की पट्टा विलेख की शर्तों का उल्लंघन न हो।
- 14- यह कि पट्टा विलेख उत्तराखण्ड सरकार द्वारा उत्तराखण्ड शासन विधायी एवम् संसदीय कार्य विभाग की अधिसूचना संख्या 350/XXXVI(3)/2018/79(1)/2018 देहरादून 6 अक्टूबर 2018 में दिये गये उत्तराखण्ड अध्यादेश संख्या 3 वर्ष 2018 के विधायी संशोधन के अनुसार सम्पन्न किया जा रहा है, जिससे उत्तराखण्ड राज्य की किसी भी विधि या उपविधि को कोई उल्लंघन नहीं हो रहा है। पट्टाग्रहिता को परियोजना लगाये जाने हेतु परियोजना का आवंटन No 874,UREDA/03(1)-SPV-214-2/UPCL-PRO/2019-20(Vol-2) दिनांक 18 जुलाई 2019 द्वारा आवंटित की गई है।
- 15- यह कि पट्टाग्रहिता के द्वारा विवरण में दी गई भूमि/सम्पत्ति सौर उर्जा की ईकाई स्थापित किये जाने हेतु किराये पर दी गई है। पट्टाग्रहिता विवरण में दी गई भूमि/सम्पत्ति का कभी कोई अन्य कार्य नहीं करेगा और ना ही ऐसा कोई कार्य करेगा, जिससे उत्तराखण्ड राज्य की किसी विधि का कोई उल्लंघन हो।
- 16- यह कि पट्टाग्रहिता को यह अधिकार होगा कि वह पट्टे पर ली गई भूमि/सम्पत्ति के लीज होल्ड अधिकारों को बन्धक कर किसी भी वित्तीय संस्था से ऋण प्राप्त कर सकता है तथा ऋण की अवधि के दौरान पट्टा निरस्त नहीं किया जा सकेगा एवम् पट्टादातागण द्वारा किसी अन्य व्यक्ति को पट्टा नहीं दिया जा सकता।
- 17- यह कि महा प्रबन्धक जिला-उद्यान केन्द्र, देहरादून के पत्रांक मैमो/एम0एस0एम0ई0/जि0उ0के0/2019-20 दिनांक 12/03/2015 भूमि का पट्टा विलेख हेतु नीति 2015 के अनुसार श्रेणी बी में 100 प्रतिषत स्टाम्प शुल्क में छूट दी गई है जिस कारण पट्टा विलेख पर केवल 100/रुपये का स्टाम्प शुल्क अदा किया जा रहा है।
- 18- यह कि पट्टाग्रहिता किराए/पट्टे पर ली गई सम्पत्ति को सब लीज पर दे सकता है, इसमें पट्टाग्रहिता को पट्टादातागण के हस्ताक्षर की आवश्यकता नहीं है।
- 19- यह कि परियोजना में कोई बाधा जैसे की पेड़, फसल, संरचना और बाग आदि है तो काटने या हटाने की जिम्मेदारी पट्टादाता की होगी।

कमश....5...

फा. 11/12/19
जीताशम 2019



608/2019
Director
Director

-5-

- 20- परियोजना के लिए ऋणदाताओं के पास नई इकाई/नामिती के साथ पट्टाग्रहिता के विकल्प का अधिकार होगा जो निष्पादित किए गए ऋण दस्तावेजों के तहत डिफाल्ट की किसी भी घटना की सूचना पर या परियोजना के लिए पट्टाग्रहित और उधारदाताओं के बीच निष्पादित किया जाए और परियोजना के लिए ऋणदाता या परियोजना के ऋणदाता के किसी भी ट्रस्टी को पट्टाग्रहित के स्थान पर सुरक्षा ब्याज/अधिनियम का उपयोग करने का अधिकार होगा और/या ऋण पट्टिका के तहत पट्टाग्रहित की चूक के मामले में पट्टाग्रहित को प्रतिस्थापित नई इकाई/नामांकित व्यक्ति इस पट्टे की लीज के सभी नियमों और शर्तों का पालन करेगा, जिसमें पट्टादातागण को पट्टे पर किराये का भुगतान शामिल है।
- 21- किसी भी विवाद या इस लीज डीड के सम्बन्ध में या उससे उत्पन्न होने वाले दावों को पार्टियों के बीच सौहार्दपूर्वक निपटारा किया जाएगा और यदि 90 दिनों के भीतर इसका निपटारा नहीं किया जाता है, तो पार्टियों की आपसी सहमति से नियुक्त एकमात्र मध्यस्था द्वारा हल होगा। हालाँकि, यदि कोई माध्यस्थ 90 दिनों के भीतर पक्षकारों द्वारा सहमत नहीं है। उसी को नियुक्ति के प्रावधान और मध्यस्थता अधिनियम के प्रावधान के अनुसार नियुक्त किया जाएगा। मध्यस्थता के पूर्वोक्त प्रावधानों के अधीन स्थानीय न्यायालयों/नैनीताल उच्च न्यायालय के पास किसी भी और सभी मामलों पर अधिकार क्षेत्र होगा जो कि पार्टियों को भारतीय कानूनों के अनुसार अदालतों/मंचों पर कानूनी रूप से आंदोलन की अनुमति देते हैं।

विवरण सम्पत्ति/भूमि

भूमि खाता संख्या 00006 फसली वर्ष 1422 से 1427 में अंकित खसरा नं० 832 रकबा 0.2430 है, स्थित मौजा उपरौली खत उदपाल्टा परगना जौनसार बाबर, तहसील कालसी, जिला-उत्तराखण्ड जिसमें उत्तराखण्ड राज्य की सौर उर्जा नीति के अनुसार उत्तराखण्ड सरकार के शासनादेश संख्या 03/2018 के अनुसार सौर उर्जा की ईकाई स्थापित की जानी है।

कमरा...6....

कालसी
गोपाल शर्मा

GCS Solar Energy Pvt. Ltd.
Director G. Singh Director



63

-6-

रजिस्ट्रेशन अधिनियम- 1908 की धारा 32 -ए के अनुपालन हेतु
फिंगर्स प्रिन्ट्स।

पट्टादाता-1-श्री कान्तीराम पुत्र स्व० श्री सुरजन निवासी-ग्राम उपरौली
तहसील कालसी जिला देहरादून उत्तराखण्ड।

बाये हाथ के अंगुलियों के चिन्ह :-



दाये हाथ के अंगुलियों के चिन्ह :-



हस्ताक्षर

कान्तीराम

पट्टादाता-2- श्री गीताराम पुत्र स्व० सुरजन, निवासी-ग्राम उपरौली
तहसील कालसी जिला देहरादून उत्तराखण्ड।

बाये हाथ के अंगुलियों के चिन्ह :-



दाये हाथ के अंगुलियों के चिन्ह :-



हस्ताक्षर

गीताराम शर्मा

कमरा..7...

कान्तीराम
गीताराम शर्मा



Signature

-7-

पट्टाग्रहिता- GCS SOLAR ENERGY Pvt. Ltd. Director. Supreet Singh पंजीकृत कार्यालय 36-42 मच्छी बाजार, देहरादून उत्तराखण्ड।

बाये हाथ के अंगुलियों के चिन्ह :-



दाये हाथ के अंगुलियों के चिन्ह :-



साक्षी-1 (Alaukhy)

श्री आकाश चौहान
पुत्र स्व० सुभाष सिंह चौहान
निवासी- ग्राम सैन्सा
तहसील चकराता जिला देहरादून।

साक्षी-2

श्री तीलक राम शर्मा
पुत्र श्री दयाराम शर्मा
निवासी-ग्राम उपरौली
तहसील कालसी जिला देहरादून।

रचयिता:- प्रताप सिंह अधिवक्ता चकराता देहरादून।

कालीशर्मा
गतिशर्मा शर्मा



66

485/9020

I

11/11/2020 11/11/2020 625 2 630475



ANEXURE-I	
Gram Panchayat	UPROLI
Account Number	6
Farad Number	832
Lease rate per Bigha	13000
Land Area (in Bigha)	3.16
Total Land lease amount first year	41080
Increment Amount in every 5 year @ 2500 per bigha	7900
Average rent of 30 year	60830
Lease Rent Schedule	
Year	Lease Amount
1	41080
2	41080
3	41080
4	41080
5	41080
6	48980
7	48980
8	48980
9	48980
10	48980
11	56880
12	56880
13	56880
14	56880
15	56880
16	64780
17	64780
18	64780
19	64780
20	64780
21	72680
22	72680
23	72680
24	72680
25	72680
26	80580
27	80580
28	80580
29	80580
30	80580
Average rent of 30 year	60830

०७/११/२०१४
सीनियर शर्मा

०७/११/२०१४
५५
Director



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भारत सरकार
Government of India


नाम: राम कुमार
पिता: श्री राम
जन्म तिथि: 25/06/1980
लिंग: Male



6467 5043 8869

आधार - आम आदमी का अधिकार


भारतीय पहचान प्राधिकार
Unique Identification Authority of India

Address:
BIRMAU, Upraul, Upraul,
Dehradun, Sahya, Uttarakhand,
248106

6467 5043 8869

 1800 111 0347  help@uidai.gov.in  www.uidai.gov.in



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भारत सरकार
Government of India

गीता राम
GEETA RAM
पिता : सुरजन
Father : SURJAN
जन्म तिथि / DOB : 10/04/1975
पुरुष / Male

3546 0598 8709

आधार - आम आदमी का अधिकार

भारत सरकार
Government of India

Address:
BIRMAU, uprauli, Uprauli,
Dehradun, Sahiya, Uttarakhand.
248196

3546 0598 8709

1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

गीताराम शर्मा



69

भारत सरकार
GOVERNMENT OF INDIA

 सुप्रीत सिंह
SUPREET SINGH
जन्म तिथि/ DOB: 08/01/1989
पुरुष / MALE

9845 0949 9512

मेरा आधार, मेरी पहचान

S. Singh

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

 पता:
१२९ डांडी पुर, देहरादून,
मौहल्ला, अधोईवाला,
देहरादून,
उत्तराखंड - 248001

Address:
129 DANDI PUR, DEHRADUN,
MAUHALLA, Adholwala,
Dehradun,
Uttarakhand - 248001

9845 0949 9512

MERA AADHAAR, MERI PEHACHAN



70

भारत सरकार
Ministry of Panchayats
आकाश चौहान
Aakash Chauhan
जन्म तिथि / DOB: 08/07/2000
पुरुष / Male

2192 7665 4725

मेरा आधार, मेरी पहचान

भारत सरकार
Ministry of Panchayats
पता S/O सुभाष चौहान, गिजेज सैरा, पी.ओ.
कोरवा, तह चक्राता, कोरवा, देहरादून, उत्तराखण्ड, 248196

Address: S/O Subhash Chauhan, Village
Samsa, P.O. Koriwa, Teh Chakrata,
Koriwa, Dehradun, Uttarakhand,
248196

2192 7665 4725

help@pds.gov.in

www.pds.gov.in

Chauhan



71


भारत सरकार
Ministry of India
तिलक राम
TILAK RAM
पिता : दया राम
Father: DAYA RAM
जन्म तिथि / DOB: 28/09/1977
पुरुष / Male
5182 7928 3080
साधार - आम आदमी का अधिकार


भारतीय पहचान प्राधिकरण
Unique Identification Authority of India
पता: Address:
बिरमऊ, उपरौली, उपरौली
BIRMAU, uprauli, Uprauli
देहरादून, सहिया, उत्तराखण्ड, 248196
Dehradun, Sahiya, Uttarakhand
248196
5182 7928 3080
1947
1908-2019
www.uidai.gov.in



434/2020

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सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

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Certificate Issued Date	: 02-Dec-2020 01:18 PM
Account Reference	: NONACC (SV)/ uk1260204/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK126020403842854238333S
Purchased by	: GCS SOLAR ENERGY PVT LTD
Description of Document	: Article 35 Lease
Property Description	: MAUZA UPROLI TEHSIL KALSI DISTT. DEHRADUN UTTARAKHAND
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PARMANAND
Second Party	: GCS SOLAR ENERGY PVT LTD
Stamp Duty Paid By	: GCS SOLAR ENERGY PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

अभिलेख संख्या ७५
श्रीमती मंजू देवी
स्वामी विवेकानंद
राडिया, १४१० कालसी
देहरादून



-----Please write or type below this line-----

परमानंद

GCS SOLAR ENERGY PVT. LTD.

Director

Director



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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.

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पट्टा-विलेख

यह पट्टा विलेख आज दिनांक 11/12/2020 को स्थान चकराता, जिला देहरादून में श्री परमानन्द पुत्र स्व० श्री नागचन्द निवासी-ग्राम उपरौली तहसील कालसी जिला देहरादून उत्तराखण्ड (जिसको कि इस पट्टा विलेख में पट्टादाता महोदय के रूप में आगे सम्बोधित किया गया है)

..... पट्टादाता

ने

GCS SOLAR ENERGY Pvt. Ltd. Director. Supreet Singh
पंजीकृत कार्यालय 36-42 मच्छी बाजार, देहरादून उत्तराखण्ड (जिसको कि इस पट्टा विलेख में "पट्टाग्रहिता महोदय के रूप में आगे सम्बोधित किया गया है)

..... पट्टाग्रहिता

विदित हो कि पट्टादाता इस पट्टा-विलेख की सूची में वर्णित भूमि/सम्पत्ति के एकमात्र भूमिधर स्वामी, अध्यासी है। पट्टादाता को सूची में वर्णित भूमि/सम्पत्ति के सम्बन्ध में विक्रय/अन्तरण के सर्वाधिकार प्राप्त हैं। पट्टादाता के अतिरिक्त अन्य कोई व्यक्ति इस भूमि/सम्पत्ति में भागीदार अथवा साझीदार नहीं है। पट्टा विलेख की सूची में वर्णित भूमि/सम्पत्ति हर प्रकार के भार, बन्धन, न्यायालय, बैंक, सहकारी, समिति अथवा अन्य किसी वित्तीय संस्था की भूमि/सम्पत्ति है। पट्टादाता द्वारा ऐसा कोई कार्य, विक्रय अनुबन्ध आदि अन्य किसी व्यक्ति से वर्णित भूमि/सम्पत्ति के सम्बन्ध में नहीं किया हुआ है जिससे इस भूमि/सम्पत्ति के पट्टा दिये जाने में किसी प्रकार की विधिक बाधा उत्पन्न हो।

यह कि पट्टाग्रहिता को पट्टादाता की विवरण में दी गई भूमि/सम्पत्ति पर मुख्यता उत्तराखण्ड सौर उर्जा नीति-2013 (संशोधित-2018) के अनुसार सौर उर्जा की ईकाई स्थापित करनी है और सौर उर्जा से सम्बन्धित अन्य गतिविधियां स्थापित करनी हैं, जिसके लिये पट्टादातागण विवरण में दी गई भूमि/सम्पत्ति को किराए/पट्टे पर दिये जाने व पट्टाग्रहिता विवरण में दी गई भूमि/सम्पत्ति को पट्टे पर लिये जाने हेतु परस्पर सहमत है तथा दोनों के मध्या निम्नलिखित संविदा व शर्तें तय की गई हैं, जिसके अनुपालन में यह पट्टा विलेख अंकित व निष्पादित किया जा रहा है।

एतद्वारा ऊपर नामित पक्षकारों के बीच हुई संविदा के अनुपालन में यह पट्टा-विलेख, पट्टादाता द्वारा पट्टाग्रहिता के पक्ष में निम्न उपबन्धों के अधीन अंकित व निष्पादित किया जा रहा है, जिसके अनुपालन हेतु दोनों पक्ष व उनके उत्तराधिकारी व हित-प्रतिनिधि, स्थानापन्न, अन्तरिति आदि-आदि सदैव पाबन्द रहेगे।

कमरा.....2.....

परमानन्द



GCS SOLAR ENERGY Pvt. Ltd.

Director

Director

अतः यह पट्टा-विलेख पूर्ण स्पष्टीकरण हेतु निम्न दर्शाता है:-

- 1- यह कि पट्टे पर दी जा रही भूमि/सम्पत्ति का वार्षिक किराया मु0 13,000-रुपये प्रति बीघा प्रतिवर्ष की दर से तय पाया गया है, जो पांच वर्ष तक के लिये है। यह कि 5 वर्ष के पश्चात वार्षिक किराये में प्रत्येक 5 वर्ष बाद मु0 2,500-रुपये प्रति बीघा की वृद्धि की जायेगी। पट्टे पर दी जा रही भूमि/सम्पत्ति 4.84 बीघा है, जिसका कुल वार्षिक औसत किराया 93169/रुपये प्रति वर्ष की दर से तय पाया गया है। इस पट्टे की अवधि दिनांक 01/10/2020 से प्रारम्भ होकर अगले अगले 29 वर्ष 11 माह तक के लिये निर्धारित की गई है जो कि 30 वर्ष से अधिक नहीं है, जो की पक्षकारों की आपसी सहमति से आगे भी बढ़ाई जा सकती है, जिसके लिये अलग से नवीनतम पट्टा विलेख तैयार कर निष्पादित कराया जायेगा। किराये का विवरण संलग्नक-1 है।
- 2- यह कि पट्टादाता ने पट्टाग्रहिता को ऊपर दर्शाएनुसार किराए के प्रतिफलस्वरूप इस पट्टा विलेख की सूची में वर्णित भूमि/सम्पत्ति के फिक्चर्स व सुखाधिकारों सहित इस भूमि/सम्पत्ति के प्रयोग एवं उपयोग के समस्त अधिकारों सहित व पट्टाग्रहिता के कर्मचारियों व अन्य व्यक्तियों जिन्हे कि पट्टाग्रहिता इस सम्पत्ति के उपयोग हेतु अधिकृत करें, के लिये किराए/पट्टे पर दे दी है। जरूरत पडने पर पट्टाग्रहिता द्वारा भूमि को बाद में अकृषक (धारा-143) घोषित करवाया जायेगा। जिसके लिये पट्टादाता सहमत है।
- 3- यह कि पट्टादाता ने पट्टाग्रहिता को भूमि/सम्पत्ति का वास्तविक अध्यासन स्थल पर जाकर सौंप दिया है। पट्टाग्रहिता अध्यासन की प्राप्ति की अमिस्वीकृति एतद्वारा स्वीकार करता है।
- 4- यह कि पट्टाग्रहिता प्रत्येक वर्ष की किराए की अदायगी वर्ष के माह अप्रैल में पट्टादाता को अदा करेगा तथा पट्टादाता किराए की प्राप्ति के उपरान्त किराया प्राप्ति की रसीद नियमानुसार पट्टाग्रहिता को जारी करेगा।
- 5- यह कि पट्टाग्रहिता इस भूमि/सम्पत्ति के सम्बन्धित विद्युत एवं जल का भुगतान किये जाने हेतु उत्तरदायी होगा।
- 6- यह कि पट्टाग्रहिता द्वारा सूची में वर्णित भूमि/सम्पत्ति मुख्यता उत्तराखण्ड सौर उर्जा नीति-2013 (संशोधित-2018) के अनुसार राज्य के पर्वतीय क्षेत्रों में 5 मेघावाट क्षमता तक की सौर उर्जा परियोजना उत्तराखण्ड राज्य के अनुसार सम्बन्धित विभाग (URED)के द्वारा जारी पत्रांक No 874,URED/03(1)-SPV-214-2/UPCL-PRO/2019-20(Vol-2) दिनांक 18 जुलाई 2019 सौर उर्जा की ईकाई स्थापित किये जाने हेतु किराए/पट्टे पर ली गई है। पट्टादातागण की अनुमति के बिना पट्टे पर दी गयी सम्पत्ति की सब-लीज कर सकता है।

कमश.....3.....

परमानन्द



GCS SOLAR ENERGY PRIVATE LTD.

Director

Director

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पत्रिका पत्रिका
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- 7- यह कि पट्टाग्रहिता किराएदारी/पट्टे की अवधि समाप्त होने के उपरान्त अथवा निर्धारित समय अवधि से पूर्व किराएदारी समाप्त होने की दशा में भूमि/सम्पत्ति का रिक्त व वास्तविक अध्यासन समस्त फिटिंग एवं फिक्चर्स हटाकर, रिक्त अवस्था में पट्टादाता को सौंपेगा।
- 8- यह कि पट्टे/किराये की अवधि के दौरान विवरण में दी गई भूमि/सम्पत्ति पर आरोपित कर उपकर, इत्यादि के भुगतान का दायित्व भी पट्टाग्रहिता का होगा।
- 9- यह कि पट्टाग्रहिता को यह अधिकार होगा कि वह पट्टे पर ली गई भूमि/सम्पत्ति में अपनी सुविधानुसार अस्थायी पार्टिशन करे तथा सौर उर्जा हेतु जिस प्रकार के भी निर्माण की आवश्यकता हो, वह निर्माण करे।
- 10- यह कि पट्टाग्रहिता को यह अधिकार होगा कि वह अपने कार्य से सम्बन्धित बोर्ड, नोटिस बोर्ड, साईन बोर्ड, वाल पेन्टिंग इत्यादि लगाए, इस पर पट्टादाता को कोई आपत्ति नहीं होगी।
- 11- यह कि पट्टाग्रहिता के द्वारा 6 माह तक निरंतर किराया नहीं देता है तो पट्टादाता को यह अधिकार होगा कि वह पट्टाग्रहिता की किराएदारी विधिक 90 दिन की अवधि का सूचना पत्र प्रेषित करें। इसके बाद भी अगर किराया अदा नहीं किया जाता है तो पट्टादाता पट्टा-विलेख को समाप्त कर दे व भूमि/सम्पत्ति का अध्यासन पट्टाग्रहिता से प्राप्त कर ले। पट्टादाता को यह अधिकार नहीं होगा कि वह पट्टाग्रहिता के द्वारा पट्टे पर प्राप्त भूमि को बैंक या अन्य किसी वित्तीय संस्था में बन्धक किये जाने के पश्चात नियत अवधि से पूर्व पट्टा विलेख को निरस्त कराये।
- 12- यह कि पट्टाग्रहिता के द्वारा जिस प्रयोजन हेतु भूमि को पट्टे पर लिया गया है। यदि पट्टाग्रहिता का प्रयोजन सफल नहीं होता है तो पट्टाग्रहिता को अधिकार होगा कि वह इसकी सूचना पट्टादातागण को देगे, जिसकी अवधि 06 माह की होगी और 06 माह बीत जाने के पश्चात पट्टाग्रहिता पट्टे को निरस्त करा सकते हैं जिसके लिये पट्टादाता, पट्टाग्रहिता के अनुरोध पर निरस्तीकरण हेतु पाबन्द रहेंगे।
- 13- यह कि, इस पट्टा विलेख में प्रयुक्त स्टाम्प शुल्क एवं पंजीकरण शुल्क पट्टाग्रहिता द्वारा ही वहन किया जाएगा। इस पट्टा विलेख की मूल प्रति पट्टाग्रहिता के पास रहेगी।
- 14- यह कि यह पट्टा विलेख को समाप्त करने का अधिकार पट्टादाता को पट्टा विलेख की अवधि तक नहीं होगा। और तब तक जब तक की पट्टा विलेख की शर्तों का उल्लंघन न हो।

कमश...4....

GCS SOLAR ENERGY PVT. LTD.

Director

Director

परममन



- 14- यह कि पट्टा विलेख उत्तराखण्ड सरकार द्वारा उत्तराखण्ड शासन विधायी एवम् संसदीय कार्य विभाग की अधिसूचना संख्या 350/XXXVI(3)/2018/79(1)/2018 देहरादून 6 अक्टूबर 2018 में दिये गये उत्तराखण्ड अध्यादेश संख्या 3 वर्ष 2018 के विधायी संशोधन के अनुसार सम्पन्न किया जा रहा है, जिससे उत्तराखण्ड राज्य की किसी भी विधि या उपविधि को कोई उल्लंघन नहीं हो रहा है। पट्टाग्रहिता को परियोजना लगाये जाने हेतु परियोजना का आवंटन No 874,UREDA/03(1)-SPV-214-2/UPCL-PRO/2019-20(Vol-2) दिनांक 18 जुलाई 2019 द्वारा आवंटित की गई है।
- 15- यह कि पट्टाग्रहिता के द्वारा विवरण में दी गई भूमि/सम्पत्ति सौर उर्जा की ईकाई स्थापित किये जाने हेतु किराये पर दी गई है। पट्टाग्रहिता विवरण में दी गई भूमि/सम्पत्ति का कमी कोई अन्य कार्य नहीं करेगा और ना ही ऐसा कोई कार्य करेगा, जिससे उत्तराखण्ड राज्य की किसी विधि का कोई उल्लंघन हो।
- 16- यह कि पट्टाग्रहिता को यह अधिकार होगा कि वह पट्टे पर ली गई भूमि/सम्पत्ति के लीज होल्ड अधिकारों को बन्धक कर किसी भी वित्तीय संस्था से ऋण प्राप्त कर सकता है तथा ऋण की अवधि के दौरान पट्टा निरस्त नहीं किया जा सकेगा एवम् पट्टादाता द्वारा किसी अन्य व्यक्ति को पट्टा नहीं दिया जा सकता।
- 17- यह कि महा प्रबन्धक जिला-उद्यान केन्द्र, देहरादून के पत्रांक मैमो/एम0एस0एम0ई0/जि0उ0के0/2019-20 दिनांक 12/03/2015 भूमि का पट्टा विलेख हेतु नीति 2015 के अनुसार श्रेणी बी में 100 प्रतिशत स्टाम्प शुल्क में छूट दी गई है जिस कारण पट्टा विलेख पर केवल 100/रुपये का स्टाम्प शुल्क अदा किया जा रहा है।
- 18- यह कि पट्टाग्रहिता किराए/पट्टे पर ली गई सम्पत्ति को सब लीज पर दे सकता है, इसमें पट्टाग्रहिता को पट्टादाता के हस्ताक्षर की आवश्यकता नहीं है।
- 19- यह कि परियोजना में कोई बाधा जैसे की पेड़, फसल, संरचना और बाग आदि है तो काटने या हटाने की जिम्मेदारी पट्टादाता की होगी।
- 20- परियोजना के लिए ऋणदाताओं के पास नई इकाई/नामिती के साथ पट्टाग्रहिता के विकल्प का अधिकार होगा जो निष्पादित किए गए ऋण दस्तावेजों के तहत डिफाल्ट की किसी भी घटना की सूचना पर या परियोजना के लिए पट्टाग्रहित और उधारदाताओं के बीच निष्पादित किया जाए और परियोजना के लिए ऋणदाता या परियोजना के ऋणदाता के किसी भी ट्रस्टी को पट्टाग्रहित के स्थान पर सुरक्षा ब्याज/अधिनियम का उपयोग करने का अधिकार होगा और/या ऋण पट्टिका के तहत पट्टाग्रहित की चूक के मामले में पट्टाग्रहित को प्रतिस्थापित नई इकाई/नामांकित व्यक्ति इस पट्टे की लीज के सभी नियमों और शर्तों का पालन करेगा, जिसमें पट्टादाता को पट्टे पर किराये का भुगतान शामिल है।

परमानन्द



कमश...5...

GCS SOLAR ENERGY PRIVATE LTD.

Director

Director

-5-

- 21- किसी भी विवाद या इस लीज डीड के सम्बन्ध में या उससे उत्पन्न होने वाले दावों को पार्टियों के बीच सौहार्दपूर्वक निपटारा किया जाएगा और यदि 90 दिनों के भीतर इसका निपटारा नहीं किया जाता है, तो पार्टियों की आपसी सहमति से नियुक्त एकमात्र मध्यस्था द्वारा हल होगा। हालाँकि, यदि कोई माध्यस्थ 90 दिनों के भीतर पक्षकारों द्वारा सहमत नहीं है। उसी को नियुक्ति के प्रावधान और मध्यस्थता अधिनियम के प्रावधान के अनुसार नियुक्त किया जाएगा। मध्यस्थता के पूर्वोक्त प्रावधानों के अधीन स्थानीय न्यायालयों/नैनीताल उच्च न्यायालय के पास किसी भी और सभी मामलों पर अधिकार क्षेत्र होगा जो कि पार्टियों को भारतीय कानूनों के अनुसार अदालतों/मंचों पर कानूनी रूप से आंदोलन की अनुमति देते हैं।

विवरण सम्पत्ति/भूमि

भूमि खाता संख्या 00018 फसली वर्ष 1422 से 1427 में अंकित खसरा नं 831 रकबा 0.2470 है0, खसरा नं0 833 रकबा 0.0930 है0, खसरा नं0 836 रकबा 0.0320 है0 स्थित मौजा उपरौली खत उदपाल्टा परगना जौनसार बाबर, तहसील कालसी, जिला-उत्तराखण्ड जिसमें उत्तराखण्ड राज्य की सौर उर्जा नीति के अनुसार उत्तराखण्ड सरकार के शासनादेश संख्या 03/2018 के अनुसार सौर उर्जा की ईकाई स्थापित की जानी है।

रजिस्ट्रेशन अधिनियम - 1908 की धारा 32 -ए के अनुपालन हेतु फिगरस प्रिन्ट्स।

पट्टादाता- श्री परमानन्द पुत्र स्व0 श्री नागचन्द निवासी-ग्राम उपरौली तहसील कालसी जिला देहरादून उत्तराखण्ड।

बायें हाथ के अंगुलियों के चिन्ह :-



दायें हाथ के अंगुलियों के चिन्ह :-

हस्ताक्षर

परमानन्द

कमरा...6...



GCS SOLAR ENERGY PVT. LTD.
Director *S. Singh* Director

परमानन्द

79

-6-

पट्टाग्रहिता— GCS SOLAR ENERGY Pvt. Ltd. Director. Supreet
Singh पंजीकृत कार्यालय 36-42 मच्छी बाजार, देहरादून उत्तराखण्ड।

बाये हाथ के अंगुलियों के चिन्ह :-



दाये हाथ के अंगुलियों के चिन्ह :-



हस्ताक्षर

[Handwritten signature]

साक्षी-1 *[Handwritten signature]*

श्री आकाश चौहान
पुत्र स्व० सुभाष सिंह चौहान
निवासी- ग्राम सैन्सा
तहसील चकराता जिला देहरादून।

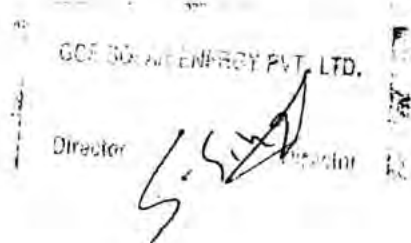
साक्षी-2 *[Handwritten signature]*

श्री संदीप राय
पुत्र श्री परम सिंह
निवासी-ग्राम उदपाल्टा
तहसील कालसी जिला देहरादून।

PRATAP SINGH
ADVOCATE

रचयिता:- प्रताप सिंह अधिवक्ता चकराता देहरादून।

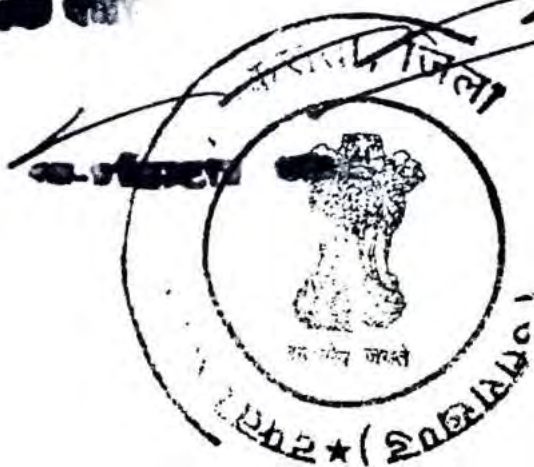
[Handwritten signature]



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11/11/2020 6365 6378 6378 6378



81

ANEXURE-I	
Gram Panchayat	UPROLI
Account Number	18
Farad Number	831
Lease rate per Bigha	17000
Land Area (in Bigha)	3.21
Total Land lease amount first year	41730
Increment Amount in every 5 year @ 2500 per bigha	8025
Average rent of 30 year	51792.5
Lease Rent Schedule	
Year	Lease Amount
1	41730
2	41730
3	41730
4	41730
5	41730
6	41730
7	49755
8	49755
9	49755
10	49755
11	49755
12	57780
13	57780
14	57780
15	57780
16	57780
17	65805
18	65805
19	65805
20	65805
21	65805
22	73830
23	73830
24	73830
25	73830
26	73830
27	81855
28	81855
29	81855
30	81855

परमाणव



Director

Director

82

ANEXURE-I	
Gram Panchayat	UPROLI
Account Number	18
Farad Number	833
Lease rate per Bigha	15000
Land Area (in Bigha)	1.21
Total Land lease amount first year	15730
Increment Amount in every 5 year @ 2500 per bigha	3025
Average rent of 30 year	23202.5
Lease Rent Schedule	
Year	Lease Amount
1	15730
2	15730
3	15730
4	15730
5	15730
6	18755
7	18755
8	18755
9	18755
10	18755
11	21780
12	21780
13	21780
14	21780
15	21780
16	24805
17	24805
18	24805
19	24805
20	24805
21	27830
22	27830
23	27830
24	27830
25	27830
26	30855
27	30855
28	30855
29	30855
30	30855

१२२१०४५

GCS SOLAR ENERGY PVT. LTD.

Director

Director



83


सर्वोच्च शासन
Government of India

परमानन्द शर्मा
PARMANAND SHARMA
पिता : नग चन्द
Father : NAG CHAND
जन्म तिथि / DOB : 15/11/1952
पुरुष / Male

9759 1407 7270
आधार - आम आदमी का अधिकार


Unique Identification Authority of India
पता :
बिरमाऊ, उपरौली, उपरौली,
देहरादून, सहिया, उत्तराखण्ड, 248196
Address:
BIRMAU, uprauli, Uprauli,
Dehradun, Sahiya, Uttarakhand,
248196
9759 1407 7270

1947
1800 300 1947

raip@uidai.gov.in

www.uidai.gov.in

परमानन्द



84

भारत सरकार
GOVERNMENT OF INDIA

 सुप्रीत सिंह
SUPREET SINGH
जन्म तिथि/ DOB: 08/01/1989
पुरुष / MALE

9845 0949 9512

मेरा आधार, मेरी पहचान

S.S.

भारतीय विशिष्ट पहचान प्राधिकरण
UNION OF INDIA NATIONAL AUTHORITY OF INDIA

 पता:
१२९ डांडी पुर, देहरादून,
मौहल्ला, अधोईवाला,
देहरादून,
उत्तराखण्ड - 248001

Address:
129 DANDI PUR, DEHRADUN,
MAUHALLA, Adholwala,
Dehradun,
Uttarakhand - 248001

9845 0949 9512

MEERA AADHAAR, MERI PEHACHAN



85

आकाश चौहान
Askash Chauhan
जन्म तिथि / DOB : 08/07/2000
पुरुष / Male

2192 7665 4725

मेरा आधार, मेरी पहचान

भारतीय रिपब्लिक
संघीय लोकतान्त्रिक गणतन्त्र
भारत

पता: S/O सुभाष चौहान, गिनेज रोसा, पीओ
कोरुवा, तह चक्राता, कोरुवा, देहरादून, कौरवा,
उत्तराखण्ड, 248196

Address: S/O Subhash Chauhan, Village
Sainsa, PO Koruwa, Tah Chakrata,
Koruwa, Dehradun, Kotwar, Uttarakhand
248196

2192 7665 4725

1947

help@uidai.gov.in

www.uidai.gov.in



86

भारत सरकार
Sandeep Rai
जन्म तिथि/DOB: 20/05/1988
पुरुष / MALE
8247 0960 3658
मेरा आधार, मेरी पहचान

भारत सरकार
आधार प्रमाणिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
पता: S/O परम सिंह राय, -
साहिया, ग्राम- उदपल्ला
पो.ओ साहिया, उदपल्ला,
देहरादून,
उत्तराखण्ड - 248196
Address: S/O Param Singh Rai,
SAHIYA, Vill- Udepalla P.O Sahiya,
Udepalla, Dehradun,
Uttarakhand - 248196
8247 0960 3658
MERA AADHAAR, MERI PEHACHAN

शन्दीप राय





सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK00283909161037S
Certificate Issued Date	: 02-Dec-2020 01:19 PM
Account Reference	: NONACC (SV)/ uk1260204/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK126020403841359799908S
Purchased by	: GCS SOLAR ENERGY PVT LTD
Description of Document	: Article 35 Lease
Property Description	: MAUZA UPROLI TEHSIL KALSI DISTT. DEHRADUN UTTARAKHAND
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MAYARAM AND OTHERS
Second Party	: GCS SOLAR ENERGY PVT LTD
Stamp Duty Paid By	: GCS SOLAR ENERGY PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

सत्यमेव जयते
श्रीमती मंजु ए.
स्वामी नि. १०
साहिवा, १००६ धानपुरा
(देहरादून)



-----Please write or type below this line-----

जायराप शर्मा
दशराप शर्मा
भामवत

GCS SOLAR ENERGY PVT. LTD.

Director

Director



Statutory Alert:

- 1 The authenticity of this Stamp certificate should be verified at 'www.shodhalek.com' or using e-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 onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority

पट्टा-विलेख

यह पट्टा विलेख आज दिनांक 11/12/2020 को स्थान चकराता, जिला देहरादून में 1-श्री मायाराम, 2- श्री दयाराम, 3- श्री भीम दत्त पुत्र स्व० श्री भोला निवासी-ग्राम उपरौली तहसील कालसी जिला देहरादून उत्तराखण्ड (जिसको कि इस पट्टा विलेख में "पट्टादाता महोदय के रूप में आगे सम्बोधित किया गया है)

..... पट्टादाता

ने

GCS SOLAR ENERGY Pvt. Ltd. Director. Supreet Singh पंजीकृत कार्यालय 36-42 मच्छी बाजार, देहरादून उत्तराखण्ड (जिसको कि इस पट्टा विलेख में "पट्टाग्रहिता महोदय के रूप में आगे सम्बोधित किया गया है)

.....पट्टाग्रहिता

विदित हो कि पट्टादाता इस पट्टा-विलेख की सूची में वर्णित भूमि/सम्पत्ति के एकमात्र भूमिधर स्वामी, अध्यासी है। पट्टादाता को सूची में वर्णित भूमि/सम्पत्ति के सम्बन्ध में विक्रय/अन्तरण के सर्वाधिकार प्राप्त है। पट्टादाता के अतिरिक्त अन्य कोई व्यक्ति इस भूमि/सम्पत्ति में भागीदार अथवा साझीदार नहीं है। पट्टा विलेख की सूची में वर्णित भूमि/सम्पत्ति हर प्रकार के भार, बन्धन, न्यायालय, बैंक, सहकारी, समिति अथवा अन्य किसी वित्तीय संस्था की भूमि/सम्पत्ति है। पट्टादाता द्वारा ऐसा कोई कार्य, विक्रय अनुबन्ध आदि अन्य किसी व्यक्ति से वर्णित भूमि/सम्पत्ति के सम्बन्ध में नहीं किया हुआ है जिससे इस भूमि/सम्पत्ति के पट्टा दिये जाने में किसी प्रकार की विधिक बाधा उत्पन्न हो।

यह कि पट्टाग्रहिता को पट्टादाता की विवरण में दी गई भूमि/सम्पत्ति पर मुख्यता उत्तराखण्ड सौर उर्जा नीति-2013 (संशोधित-2018) के अनुसार सौर उर्जा की ईकाई स्थापित करनी है और सौर उर्जा से सम्बन्धित अन्य गतिविधियां स्थापित करनी है, जिसके लिये पट्टादातागण विवरण में दी गई भूमि/सम्पत्ति को किराए/पट्टे पर दिये जाने व पट्टाग्रहिता विवरण में दी गई भूमि/सम्पत्ति को पट्टे पर लिये जाने हेतु परस्पर सहमत है तथा दोनों के मध्या निम्नलिखित संविदा व शर्तें तय की गई है, जिसके अनुपालन में यह पट्टा विलेख अंकित व निष्पादित किया जा रहा है।

एतद्वारा ऊपर नामित पक्षकारों के बीच हुई संविदा के अनुपालन में यह पट्टा-विलेख, पट्टादाता द्वारा पट्टाग्रहिता के पक्ष में निम्न उपबन्धों के अधीन अंकित व निष्पादित किया जा रहा है, जिसके अनुपालन हेतु दोनों पक्ष व उनके उत्तराधिकारी व हित-प्रतिनिधि, स्थानापन्न, अन्तरिति आदि-आदि सदैव पाबन्द रहेगे।

कमश.....2.....

मायाराम शर्मा
दयाराम शर्मा
भीम दत्त



GCS SOLAR ENERGY PVT. LTD.

Director

Director

सुभाष पट्टा विलेख 57750

शुल्क तुल्यशुल्क 1155 100

प्रीति 1255

89

को - सुभाष पट्टा विलेख

पुत्र श्री -

निवासी - सुभाष पट्टा विलेख

मे वार विनांक 11/11/2020

समय - 3 बजे कार्यालय

एव निवन्धक शक्यता में प्रस्तुत की।

सुभाष पट्टा विलेख

को पूं 57750 में से

को - सुभाष पट्टा विलेख

को - सुभाष पट्टा विलेख

को - सुभाष पट्टा विलेख

को - सुभाष पट्टा विलेख

को - सुभाष पट्टा विलेख

को - सुभाष पट्टा विलेख

सुभाष पट्टा विलेख

को पूं 57750 में से

को - सुभाष पट्टा विलेख

को - सुभाष पट्टा विलेख

को - सुभाष पट्टा विलेख

को - सुभाष पट्टा विलेख

को - सुभाष पट्टा विलेख

को - सुभाष पट्टा विलेख



पट्टा विलेख

1. सुभाष पट्टा विलेख

पट्टा विलेख

प्रीति

1. सुभाष पट्टा विलेख

2. सुभाष पट्टा विलेख

2. सुभाष पट्टा विलेख

3. सुभाष पट्टा विलेख



अतः यह पट्टा-विलेख पूर्ण स्पष्टीकरण हेतु निम्न दर्शाता है:-

- 1- यह कि पट्टे पर दी जा रही भूमि/सम्पत्ति का वार्षिक किराया मु0 13,000-रुपये प्रति बीघा प्रतिवर्ष की दर से तय पाया गया है, जो पांच वर्ष तक के लिये है। 5 वर्ष के पश्चात वार्षिक किराये में प्रत्येक 5 वर्ष बाद मु0 2,500-रुपये प्रति बीघा की वृद्धि की जायेगी। पट्टे पर दी जा रही भूमि/सम्पत्ति 1.00 बीघा है, जिसका कुल वार्षिक औसत किराया 19250/रुपये प्रति वर्ष की दर से तय पाया गया है। इस पट्टे की अवधि दिनांक 01/10/2020 से प्रारम्भ होकर अगले अगले 29 वर्ष 11 माह तक के लिये निर्धारित की गई है जो कि 30 वर्ष से अधिक नहीं है, जो की पक्षकारों की आपसी सहमति से आगे भी बढ़ाई जा सकती है, जिसके लिये अलग से नवीनतम पट्टा विलेख तैयार कर निष्पादित कराया जायेगा। किराये का विवरण संलग्नक-1 है।
- 2- यह कि पट्टादाता ने पट्टाग्रहिता को ऊपर दर्शाएनुसार किराए के प्रतिफलस्वरूप इस पट्टा विलेख की सूची में वर्णित भूमि/सम्पत्ति के फिक्चर्स व सुखाधिकारों सहित इस भूमि/सम्पत्ति के प्रयोग एवं उपयोग के समस्त अधिकारों सहित व पट्टाग्रहिता के कर्मचारियों व अन्य व्यक्तियों जिन्हें कि पट्टाग्रहिता इस सम्पत्ति के उपयोग हेतु अधिकृत करें, के लिये किराए/पट्टे पर दे दी है। जरूरत पडने पर पट्टाग्रहिता द्वारा भूमि को बाद में अकृषक (धारा-143) घोषित करवाया जायेगा। जिसके लिये पट्टादाता सहमत है।
- 3- यह कि पट्टादाता ने पट्टाग्रहिता को भूमि/सम्पत्ति का वास्तविक अध्यासन स्थल पर जाकर सौंप दिया है। पट्टाग्रहिता अध्यासन की प्राप्ति की अभिस्वीकृति एतद्वारा स्वीकार करता है।
- 4- यह कि पट्टाग्रहिता प्रत्येक वर्ष की किराए की अदायगी वर्ष के माह अप्रैल में पट्टादाता को अदा करेगा तथा पट्टादाता किराए की प्राप्ति के उपरान्त किराया प्राप्ति की रसीद नियमानुसार पट्टाग्रहिता को जारी करेगा।
- 5- यह कि पट्टाग्रहिता इस भूमि/सम्पत्ति के सम्बन्धित विद्युत एवं जल का भुगतान किये जाने हेतु उत्तरदायी होगा।
- 6- यह कि पट्टाग्रहिता द्वारा सूची में वर्णित भूमि/सम्पत्ति मुख्यता उत्तराखण्ड सौर उर्जा नीति-2013 (संशोधित-2018) के अनुसार राज्य के पर्वतीय क्षेत्रों में 5 मेघावाट क्षमता तक की सौर उर्जा परियोजना उत्तराखण्ड राज्य के अनुसार सम्बन्धित विभाग (UREDA) के द्वारा जारी पत्रांक No 874, UREDA/03(1)-SPV-214-2/UPCL-PRO/2019-20(Vol-2) दिनांक 18 जुलाई 2019 सौर उर्जा की ईकाई स्थापित किये जाने हेतु किराए/पट्टे पर ली गई है। पट्टादातागण की अनुमति के बिना पट्टे पर दी गयी सम्पत्ति की सब-लीज कर सकता है।

कमरा.....3.....

GCS SOLAR ENERGY PVT. LTD.

Director

Director



भायाराज शर्मा

पाराय शर्मा

मीमर

- 7- यह कि पट्टाग्रहिता किराएदारी/पट्टे की अवधि समाप्त होने के उपरान्त अथवा निर्धारित समय अवधि से पूर्व किराएदारी समाप्त होने की दशा में भूमि/सम्पत्ति का रिक्त व वास्तविक अध्यासन समस्त फिटिंग एवं फिक्चर्स हटाकर, रिक्त अवस्था में पट्टादाता को सौंपेगा।
- 8- यह कि पट्टे/किराये की अवधि के दौरान विवरण में दी गई भूमि/सम्पत्ति पर आरोपित कर उपकर, इत्यादि के भुगतान का दायित्व भी पट्टाग्रहिता का होगा।
- 9- यह की पट्टाग्रहिता को यह अधिकार होगा कि वह पट्टे पर ली गई भूमि/सम्पत्ति में अपनी सुविधानुसार अस्थायी पार्टिशन करे तथा सौर उर्जा हेतु जिस प्रकार के भी निर्माण की आवश्यकता हो, वह निर्माण करे।
- 10- यह की पट्टाग्रहिता को यह अधिकार होगा की वह अपने कार्य से सम्बन्धित बोर्ड, नोटिस बोर्ड, साईन बोर्ड, वाल पेन्टिंग इत्यादि लगाए, इस पर पट्टादाता को कोई आपत्ति नहीं होगी।
- 11- यह कि पट्टाग्रहिता के द्वारा 6 माह तक निरंतर किराया नहीं देता है तो पट्टादाता को यह अधिकार होगा कि व पट्टाग्रहिता की किराएदारी विधिक 90 दिन की अवधि का सूचना पत्र प्रेषित करें। इसके बाद भी अगर किराया अदा नहीं किया जाता है तो पट्टादाता पट्टा-विलेख को समाप्त कर दे व भूमि/सम्पत्ति का अध्यासन पट्टाग्रहिता से प्राप्त कर ले। पट्टादाता को यह अधिकार नहीं होगा कि वह पट्टाग्रहिता के द्वारा पट्टे पर प्राप्त भूमि को बैंक या अन्य किसी वित्तीय संस्था में बन्धक किये जाने के पश्चात नियत अवधि से पूर्व पट्टा विलेख को निरस्त कराये।
- 12- यह कि पट्टाग्रहिता के द्वारा जिस प्रयोजन हेतु भूमि को पट्टे पर लिया गया है। यदि पट्टाग्रहिता का प्रयोजन सफल नहीं होता है तो पट्टाग्रहिता को अधिकार होगा कि वह इसकी सूचना पट्टादातगण को देगे, जिसकी अवधि 06 माह की होगी और 06 माह बीत जाने के पश्चात पट्टाग्रहिता पट्टे को निरस्त करा सकते हैं जिसके लिये पट्टादाता, पट्टाग्रहिता के अनुरोध पर निरस्तीकरण हेतु पाबन्द रहेगे।
- 13- यह कि, इस पट्टा विलेख में प्रयुक्त स्टाम्प शुल्क एवं पंजीकरण शुल्क पट्टाग्रहिता द्वारा ही वहन किया जाएगा। इस पट्टा विलेख की मूल प्रति पट्टाग्रहिता के पास रहेगी।
- 14- यह कि यह पट्टा विलेख को समाप्त करने का अधिकार पट्टादाता को पट्टा विलेख की अवधि तक नहीं होगा। और तब तक जब तक की पट्टा विलेख की शर्तों का उल्लंघन न हो।

मायाराशमी

पपारप शपट

मीमवेन



कमश...4....
GCS SOLAR ENERGY PVT. LTD.

Director

Director

- 14- यह कि पट्टा विलेख उत्तराखण्ड सरकार द्वारा उत्तराखण्ड शासन विधायी एवम् संसदीय कार्य विभाग की अधिसूचना संख्या 350/XXXVI(3)/2018/79(1)/2018 देहरादून 6 अक्टूबर 2018 में दिये गये उत्तराखण्ड अध्यादेश संख्या 3 वर्ष 2018 के विधायी संशोधन के अनुसार सम्पन्न किया जा रहा है, जिससे उत्तराखण्ड राज्य की किसी भी विधि या उपविधि को कोई उल्लंघन नहीं हो रहा है। पट्टाग्रहिता को परियोजना लगाये जाने हेतु परियोजना का आवंटन No 874, UREDA/03(1)-SPV-214-2/UPCL-PRO/2019-20(Vol-2) दिनांक 18 जुलाई 2019 द्वारा आवंटित की गई है।
- 15- यह कि पट्टाग्रहिता के द्वारा विवरण में दी गई भूमि/सम्पत्ति सौर उर्जा की ईकाई स्थापित किये जाने हेतु किराये पर दी गई है। पट्टाग्रहिता विवरण में दी गई भूमि/सम्पत्ति का कभी कोई अन्य कार्य नहीं करेगा और ना ही ऐसा कोई कार्य करेगा, जिससे उत्तराखण्ड राज्य की किसी विधि का कोई उल्लंघन हो।
- 16- यह कि पट्टाग्रहिता को यह अधिकार होगा कि वह पट्टे पर ली गई भूमि/सम्पत्ति के लीज होल्ड अधिकारों को बन्धक कर किसी भी वित्तीय संस्था से ऋण प्राप्त कर सकता है तथा ऋण की अवधि के दौरान पट्टा निरस्त नहीं किया जा सकेगा एवम् पट्टादाता द्वारा किसी अन्य व्यक्ति को पट्टा नहीं दिया जा सकता।
- 17- यह कि महा प्रबन्धक जिला-उद्यान केन्द्र, देहरादून के पत्रांक मैमो/एम0एस0एम0ई0/जि0उ0के0/2019-20 दिनांक 12/03/2015 भूमि का पट्टा विलेख हेतु नीति 2015 के अनुसार श्रेणी बी में 100 प्रतिशत स्टाम्प शुल्क में छूट दी गई है जिस कारण पट्टा विलेख पर केवल 100/रुपये का स्टाम्प शुल्क अदा किया जा रहा है।
- 18- यह कि पट्टाग्रहिता किराए/पट्टे पर ली गई सम्पत्ति को सब लीज पर दे सकता है, इसमें पट्टाग्रहिता को पट्टादाता के हस्ताक्षर की आवश्यकता नहीं है।
- 19- यह कि परियोजना में कोई बाधा जैसे की पेड़, फसल, संरचना और बाग आदि है तो काटने या हटाने की जिम्मेदारी पट्टादाता की होगी।
- 20- परियोजना के लिए ऋणदाताओं के पास नई इकाई/नामिती के साथ पट्टाग्रहिता के विकल्प का अधिकार होगा जो निष्पादित किए गए ऋण दस्तावेजों के तहत डिफाल्ट की किसी भी घटना की सूचना पर या परियोजना के लिए पट्टाग्रहित और उधारदाताओं के बीच निष्पादित किया जाए और परियोजना के लिए ऋणदाता या परियोजना के ऋणदाता के किसी भी ट्रस्टी को पट्टाग्रहित के स्थान पर सुरक्षा ब्याज/अधिनियम का उपयोग करने का अधिकार होगा और/या ऋण पट्टिका के तहत पट्टाग्रहित की चूक के मामले में पट्टाग्रहित को प्रतिस्थापित नई इकाई/नामांकित व्यक्ति इस पट्टे की लीज के सभी नियमों और शर्तों का पालन करेगा, जिसमें पट्टादाता को पट्टे पर किराये का भुगतान शामिल है।

भापारा 21मा

दपारा 21मा

मीमरन



कमश 5

GCS SOLAR ENERGY MT. LTD.

Director

Director

- 21- किसी भी विवाद या इस लीज डीड के सम्बन्ध में या उससे उत्पन्न होने वाले दावों को पार्टियों के बीच सौहार्दपूर्वक निपटारा किया जाएगा और यदि 90 दिनों के भीतर इसका निपटारा नहीं किया जाता है, तो पार्टियों की आपसी सहमति से नियुक्त एकमात्र मध्यस्था द्वारा हल होगा। हालाँकि, यदि कोई माध्यस्थ 90 दिनों के भीतर पक्षकारों द्वारा सहमत नहीं है। उसी को नियुक्ति के प्रावधान और मध्यस्थता अधिनियम के प्रावधान के अनुसार नियुक्त किया जाएगा। मध्यस्थता के पूर्वोक्त प्रावधानों के अधीन स्थानीय न्यायालयों/नैनीताल उच्च न्यायालय के पास किसी भी और सभी मामलों पर अधिकार क्षेत्र होगा जो कि पार्टियों को भारतीय कानूनों के अनुसार अदालतों/मंचों पर कानूनी रूप से आंदोलन की अनुमति देते हैं।

विवरण सम्पत्ति/भूमि

भूमि खाता संख्या 00027 फसली वर्ष 1422 से 1427 में अंकित खसरा नं० 835 रकबा 0.0770 है०, स्थित मौजा उपरौली खत उदपाल्टा परगना जौनसार बाबर, तहसील कालसी, जिला-उत्तराखण्ड जिसमें उत्तराखण्ड राज्य की सौर उर्जा नीति के अनुसार उत्तराखण्ड सरकार के शासनादेश संख्या 03/2018 के अनुसार सौर उर्जा की ईकाई स्थापित की जानी है।

रजिस्ट्रेशन अधिनियम - 1908 की धारा 32 -ए के अनुपालन हेतु फिगर्स प्रिन्ट्स।

पट्टादाता- श्री मायाराम पुत्र स्व० श्री मोला निवासी-ग्राम उपरौली तहसील कालसी जिला देहरादून उत्तराखण्ड।

बायें हाथ के अंगुलियों के चिन्ह :-



दायें हाथ के अंगुलियों के चिन्ह :-



मायाराम शर्मा

पट्टाराम शर्मा

मामरज



हस्ताक्षर

कमरा..6...

GCS SOLAR ENERGY PVT. LTD.

Director

Director

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-6-

पट्टादाता- श्री दयाराम पुत्र स्व० श्री भोला निवासी-ग्राम उपरौली तहसील कालसी जिला देहरादून उत्तराखण्ड।

बाये हाथ के अंगुलियों के चिन्ह :-



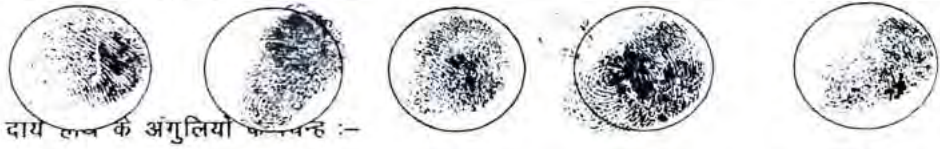
दाये हाथ के अंगुलियों के चिन्ह :-



हस्ताक्षर ९५/२/५२६

पट्टादाता- श्री भीम दत्त पुत्र स्व० श्री भोला निवासी-ग्राम उपरौली तहसील कालसी जिला देहरादून उत्तराखण्ड।

बाये हाथ के अंगुलियों के चिन्ह :-



दाये हाथ के अंगुलियों के चिन्ह :-



हस्ताक्षर

भीम दत्त

पट्टाग्रहिता- GCS SOLAR ENERGY Pvt. Ltd. Director, Supreet Singh पंजीकृत कार्यालय 36-42 मच्छी बाजार, देहरादून उत्तराखण्ड।

बाये हाथ के अंगुलियों के चिन्ह :-



दाये हाथ के अंगुलियों के चिन्ह :-



हस्ताक्षर GCS SOLAR ENERGY PVT. LTD.

दयाराम शर्मा

९५/२/५२६

भीम दत्त



Director

Director

साक्षी-1 Anand
 श्री आकाश चौहान
 पुत्र स्व० सुभाष सिंह चौहान
 निवासी- ग्राम सैन्सा
 तहसील चकराता जिला देहरादून।

साक्षी-2 तिलकराम
 श्री तीलक राम शर्मा
 पुत्र श्री दयाराम शर्मा
 निवासी-ग्राम उपरौली
 तहसील कालसी जिला देहरादून।

रचियता:- प्रताप सिंह
 अधिवक्ता चकराता देहरादून।

दयाराम शर्मा
 उपराय शर्मा
 मीमवेत



GCS SOLAR ENERGY PVT. LTD.
 Director 65/10 Director

501/2020

I

[illegible]

ANEXURE-I	
Gram Panchayat	UPROLI
Account Number	27
Farad Number	835
Lease rate per Bigha	13000
Land Area (in Bigha)	1
Total Land lease amount first year	13000
Increment Amount in every 5 year @ 2500 per bigha	2500
Average rent of 30 year	19150
Lease Rent Schedule	
Year	Lease Amount
1	13000
2	13000
3	13000
4	13000
5	13000
6	15500
7	15500
8	15500
9	15500
10	15500
11	18000
12	18000
13	18000
14	18000
15	18000
16	20500
17	20500
18	20500
19	20500
20	20500
21	23000
22	23000
23	23000
24	23000
25	23000
26	25500
27	25500
28	25500
29	25500
30	25500

भायराज शास्त्री

नगरपालिका अध्यक्ष

मीमवेन



GCS SOLAR ENERGY PVT. LTD.

Director

Director

98

भारत सरकार

GOVERNMENT OF INDIA



श्रीम दत्त

Shriam Datt

जन्म तिथि/ DOB 05/05/1956

पुरुष / MALE



2195 6636 0151

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

Address:

SHO जगत राम, . . ., जयपुर.

SHO Jagan Ram, . . ., Vill-Upperah.

जयपुरी, पो.ओ. - विजयपुरी.

P.O. Birmas, Dehradun

देहरादून.

Upperahand 248196

पिनकोड - 248196

2195 6636 0151

MERA AADHAAR, MERI PEHACHAN



99



भारत सरकार
Government of India



माया राम शर्मा
MAA RAM SHARMA
पिता भोला राम
Father BHOLA RAM
जन्म तिथि / DOB 15/07/1978
पुरुष / Male



2813 0599 7977

आधार - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान अधिकरण
Unique Identification Authority of India

पता
बिरमऊ, उपरौली, उपरौली,
देहरादून, सहिया, उत्तराखंड, 248196

Address:
BIRMAU, uprauli, Uprauli,
Dehradun, Sahiya, Uttarakhand,
248196

2813 0599 7977



help@uidai.gov.in

www

www.uidai.gov.in



100



भारत सरकार
Government of India

दयाराम शर्मा
DAYARAM SHARMA
पिता : भोलाराम
Father : BHOLA RAM
जन्म तिथि / DOB : 10/10/1970
पुरुष / Male



4510 6766 7624

आधार - आम आदमी का अधिकार

Unique Identification Authority of India

पता: - , बिरमाऊ, उपरीली, उपौली,
देहरादून, सहिया, उत्तराखंड, 248196
Address: - , BIRMAU, uprauli, Uprauli,
Dehradun, Sahiya, Uttarakhand,
248196

4510 6766 7624

1947
1800 300 1947

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www
www.uidai.gov.in



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भारत सरकार
GOVERNMENT OF INDIA

 सुप्रीत सिंह
SUPREET SINGH
जन्म तिथि/ DOB: 08/01/1989
पुरुष / MALE

9845 0949 9512

मेरा आधार, मेरी पहचान

S. Singh

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
१२९ डांडी पुर, देहरादून,
मौहल्ला, अधोईवाला,
देहरादून,
उत्तराखण्ड - 248001

Address:
129 DANDI PUR, DEHRADUN,
MAUHALLA, Adholiwala,
Dehradun,
Uttarakhand - 248001

9845 0949 9512

MEERA AADHAAR, MERI PEHACHAN



102

भारत सरकार
Government of India

आकाश चौहान
Aakash Chauhan
जन्म तिथि / DOB : 08/07/2000
पुरुष / Male

2192 7665 4725

मेरा आधार, मेरी पहचान

आधार
Unique Identification Authority of India

पता: S/O सुभाष चौहान, विलेज सैसा, पीओ
कोरुवा, तह चक्राता, कोरुवा, देहरादून, कोरुवा,
उत्तराखण्ड, 248196

Address: S/O Subhash Chauhan, Village
Sainsa, PO Koruwa, Tah Chakrata,
Koruwa, Dehradun, Korwa, Uttarakhand,
248196

2192 7665 4725

1947 help@uidai.gov.in

A Chauhan



103

 भारत सरकार
Ministry of Public Relations

तिलक राम
TILAK RAM
पिता : दया राम
Father: DAYA RAM
जन्म तिथि / DOB: 28/09/1977
पुरुष / Male

5182 7928 3080

आधार - आम आदमी का अधिकार



 भारत सरकार
Unique Identification Authority of India

पता
बिरमाऊ, उपरौली, उपरौली
देहरादून, महीया, उत्तराखण्ड, 248196

Address:
BIRMAU, uprauli, Uprauli
Dehradun, Sahiya, Uttarakhand,
248196

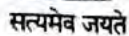
5182 7928 3080

 
1200 000 1947 aaidai.gov.in www.aaidai.gov.in

तिलक राम



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e-Stamp

Certificate No.	: IN-UK00284053405413S
Certificate Issued Date	: 02-Dec-2020 01:19 PM
Account Reference	: NONACC (SV)/ uk1260204/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK126020403839393167701S
Purchased by	: GCS SOLAR ENERGY PVT LTD
Description of Document	: Article 35 Lease
Property Description	: MAUZA UPROLI TEHSIL KALSI DISTT. DEHRADUN UTTARAKHAND
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MAHANAND AND OTHERS
Second Party	: GCS SOLAR ENERGY PVT LTD
Stamp Duty Paid By	: GCS SOLAR ENERGY PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



..Please write or type below this line

GCS SOLAR ENERGY PVT. LTD.

Director

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified with the eStamp card on the Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details on this Certificate and as displayed on the website of Stock Holding Corporation of India Ltd. 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.



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पट्टा-विलेख

यह पट्टा विलेख आज दिनांक 11/12/2020 को स्थान चकराता, जिला देहरादून में 1-श्री महानन्द, 2- श्री प्रभु दत्त पुत्रगण स्व० रतीराम निवासी-ग्राम उपरौली तहसील कालसी जिला देहरादून उत्तराखण्ड (जिसको कि इस पट्टा विलेख में 'पट्टादातागण महोदय के रूप में आगे सम्बोधित किया गया है)



..... पट्टादातागण

ने

GCS SOLAR ENERGY Pvt. Ltd. Director. Supreet Singh पंजीकृत कार्यालय 36-42 मच्छी बाजार, देहरादून उत्तराखण्ड (जिसको कि इस पट्टा विलेख में 'पट्टाग्रहिता महोदय के रूप में आगे सम्बोधित किया गया है)

.....पट्टाग्रहिता



विदित हो कि पट्टादातागण इस पट्टा-विलेख की सूची में वर्णित भूमि/सम्पत्ति के सहखातेदारों के साथ संयुक्तरूप से भूमिधर स्वामी, अध्यासी है। पट्टादातागण को सूची में वर्णित भूमि/सम्पत्ति के सम्बन्ध में विक्रय/अन्तरण के सर्वाधिकार प्राप्त है। पट्टादातागण के सहखातेदारों द्वारा सूची में वर्णित भूमि को पट्टे पर देने हेतु अपनी सहमति प्रदान की हुई है। पट्टा विलेख की सूची में वर्णित भूमि/सम्पत्ति हर प्रकार के भार, बन्धन, न्यायालय, बैंक, सहकारी, समिति अथवा अन्य किसी वित्तीय संस्था की भूमि/सम्पत्ति है। पट्टादातागण द्वारा ऐसा कोई कार्य, विक्रय अनुबन्ध आदि अन्य किसी व्यक्ति से वर्णित भूमि/सम्पत्ति के सम्बन्ध में नहीं किया हुआ है जिससे इस भूमि/सम्पत्ति के पट्टा दिये जाने में किसी प्रकार की विधिक बाधा उत्पन्न हो।



यह कि पट्टाग्रहिता को पट्टादातागण की विवरण में दी गई भूमि/सम्पत्ति पर मुख्यता उत्तराखण्ड सौर उर्जा नीति-2013 (संशोधित-2018) के अनुसार सौर उर्जा की ईकाई स्थापित करनी है और सौर उर्जा से सम्बन्धित अन्य गतिविधियां स्थापित करनी है, जिसके लिये पट्टादातागण विवरण में दी गई भूमि/सम्पत्ति को किराए/पट्टे पर दिये जाने व पट्टाग्रहिता विवरण में दी गई भूमि/सम्पत्ति को पट्टे पर दिये जाने हेतु परस्पर सहमत है तथा दोनों के मध्या निम्नलिखित संविदा व शर्तें तय की गई है, जिसके अनुपालन में यह पट्टा विलेख अकित व निष्पादित किया जा रहा है।

कमश.....2.....

महानन्द
प्रभुदत्त



Director

एतद्वारा ऊपर नामित पक्षकारों के बीच हुई संविदा के अनुपालन में यह पट्टा-विलेख, पट्टादातागण द्वारा पट्टाग्रहिता के पक्ष में निम्न उपबन्धों के अधीन अंकित व निष्पादित किया जा रहा है, जिसके अनुपालन हेतु दोनों पक्ष व उनके उत्तराधिकारी व हित-प्रतिनिधि, स्थानापन्न, अन्तरिति आदि-आदि सदैव पाबन्द रहेंगे।

अतः यह पट्टा-विलेख पूर्ण स्पष्टीकरण हेतु निम्न दर्शाता है:-

- 1- यह कि पट्टे पर दी जा रही भूमि/सम्पत्ति का वार्षिक किराया मु0 13,000-रुपये प्रति बीघा प्रतिवर्ष की दर से तय पाया गया है, जो पांच वर्ष तक के लिये है। 5 वर्ष के पश्चात वार्षिक किराये में प्रत्येक 5 वर्ष बाद मु0 2,500-रुपये प्रति बीघा की वृद्धि की जायेगी। पट्टे पर दी जा रही भूमि/सम्पत्ति 1.47 बीघा है, जिसका कुल वार्षिक औसत किराया 28297/रुपये प्रति वर्ष की दर से तय पाया गया है। इस पट्टे की अवधि दिनांक 01/10/2020 से प्रारम्भ होकर अगले अगले 29 वर्ष 11 माह तक के लिये निर्धारित की गई है जो कि 30 वर्ष से अधिक नहीं है, जो की पक्षकारों की आपसी सहमति से आगे भी बढ़ाई जा सकती है, जिसके लिये अलग से नवीनतम पट्टा विलेख तैयार कर निष्पादित कराया जायेगा। किराये का विवरण संलग्नक-1 है।
- 2- यह कि पट्टादातागण ने पट्टाग्रहिता को ऊपर दर्शाएनुसार किराए के प्रतिफलस्वरूप इस पट्टा विलेख की सूची में वर्णित भूमि/सम्पत्ति के फिक्चर्स व सुखाधिकारों सहित इस भूमि/सम्पत्ति के प्रयोग एवं उपयोग के समस्त अधिकारों सहित व पट्टाग्रहिता के कर्मचारियों व अन्य व्यक्तियों जिन्हे कि पट्टाग्रहिता इस सम्पत्ति के उपयोग हेतु अधिकृत करें, के लिये किराए/पट्टे पर दे दी है। जरूरत पडने पर पट्टाग्रहिता द्वारा भूमि को बाद में अकृषक (धारा-143) घोषित करवाया जायेगा। जिसके लिये पट्टादातागण सहमत है।
- 3- यह कि पट्टादातागण ने पट्टाग्रहिता को भूमि/सम्पत्ति का वास्तविक अध्यासन स्थल पर जाकर सौंप दिया है। पट्टाग्रहिता अध्यासन की प्राप्ति की अभिस्वीकृति एतद्वारा स्वीकार करता है।
- 4- यह कि पट्टाग्रहिता प्रत्येक वर्ष की किराए की अदायगी वर्ष के माह अप्रैल में पट्टादातागण को अदा करेगा तथा पट्टादातागण किराए की प्राप्ति के उपरान्त किराया प्राप्ति की रसीद नियमानुसार पट्टाग्रहिता को जारी करेगा।
- 5- यह कि पट्टाग्रहिता इस भूमि/सम्पत्ति के सम्बन्धित विद्युत एवं जल का भुगतान किये जाने हेतु उत्तरदायी होगा।

महेश
प्रबुद्धत



कमश...3...

GCS

Director

Director

- 6- यह कि पट्टाग्रहिता द्वारा सूची में वर्णित भूमि/सम्पत्ति मुख्यता उत्तराखण्ड सौर उर्जा नीति-2013 (संशोधित-2018) के अनुसार राज्य के पर्वतीय क्षेत्रों में 5 मेघावाट क्षमता तक की सौर उर्जा परियोजना उत्तराखण्ड राज्य के अनुसार सम्बन्धित विभाग (UREDA)के द्वारा जारी पत्रांक No 874,UREDA/03(1)-SPV-214-2/UPCL-PRO/2019-20(Vol-2) दिनांक 18 जुलाई 2019 सौर उर्जा की ईकाई स्थापित किये जाने हेतु किराए/पट्टे पर ली गई है। पट्टादातागण की अनुमति के बिना पट्टे पर दी गयी सम्पत्ति की सब-लीज कर सकता है।
- 7- यह कि पट्टाग्रहिता किराएदारी/पट्टे की अवधि समाप्त होने के उपरान्त अथवा निर्धारित समय अवधि से पूर्व किराएदारी समाप्त होने की दशा में भूमि/सम्पत्ति का रिक्त व वास्तविक अध्यासन समस्त फिटिंग एवं फिक्चर्स हटाकर, रिक्त अवस्था में पट्टादातागण को सौंपेगा।
- 8- यह कि पट्टे/किराये की अवधि के दौरान विवरण में दी गई भूमि/सम्पत्ति पर आरोपित कर उपकर, इत्यादि के भुगतान का दायित्व भी पट्टाग्रहिता का होगा।
- 9- यह की पट्टाग्रहिता को यह अधिकार होगा कि वह पट्टे पर ली गई भूमि/सम्पत्ति में अपनी सुविधानुसार अस्थायी पार्टिशन करे तथा सौर उर्जा हेतु जिस प्रकार के भी निर्माण की आवश्यकता हो, वह निर्माण करे।
- 10- यह की पट्टाग्रहिता को यह अधिकार होगा की वह अपने कार्य से सम्बन्धित बोर्ड, नोटिस बोर्ड, साईन बोर्ड, वाल पेन्टिंग इत्यादि लगाए, इस पर पट्टादातागण को कोई आपत्ति नहीं होगी।
- 11- यह कि पट्टाग्रहिता के द्वारा 6 माह तक निरंतर किराया नहीं देता है तो पट्टादाता को यह अधिकार होगा कि व पट्टाग्रहिता की किराएदारी विधिक 90 दिन की अवधि का सूचना पत्र प्रेषित करें। इसके बाद भी अगर किराया अदा नहीं किया जाता है तो पट्टादाता पट्टा-विलेख को समाप्त कर दे व भूमि/सम्पत्ति का अध्यासन पट्टाग्रहिता से प्राप्त कर ले। पट्टादातागण को यह अधिकार नहीं होगा कि वह पट्टाग्रहिता के द्वारा पट्टे पर प्राप्त भूमि को बैंक या अन्य किसी वित्तीय संस्था में बन्धक किये जाने के पश्चात नियत अवधि से पूर्व पट्टा विलेख को निरस्त कराये।
- 12- यह कि पट्टाग्रहिता के द्वारा जिस प्रयोजन हेतु भूमि को पट्टे पर लिया गया है। यदि पट्टाग्रहिता का प्रयोजन सफल नहीं होता है तो पट्टाग्रहिता को अधिकार होगा कि वह इसकी सूचना पट्टादातागण को देगे, जिसकी अवधि 06 माह की होगी और 06 माह बीत जाने के पश्चात पट्टाग्रहिता पट्टे को निरस्त करा सकते है जिसके लिये पट्टादाता, पट्टाग्रहितागण के अनुरोध पर निरस्तीकरण हेतु पाबन्द रहेगे।

कमश...4....



Director

- 13- यह कि, इस पट्टा विलेख में प्रयुक्त स्टाम्प शुल्क एवं पंजीकरण शुल्क पट्टाग्रहिता द्वारा ही वहन किया जाएगा। इस पट्टा विलेख की मूल प्रति पट्टाग्रहिता के पास रहेगी।
- 14- यह कि यह पट्टा विलेख को समाप्त करने का अधिकार पट्टादाता को पट्टा विलेख की अवधि तक नहीं होगा। और तब तक जब तक की पट्टा विलेख की शर्तों का उल्लंघन न हो।
- 14- यह कि पट्टा विलेख उत्तराखण्ड सरकार द्वारा उत्तराखण्ड शासन विधायी एवम् संसदीय कार्य विभाग की अधिसूचना संख्या 350/XXXVI(3)/2018/79(1)/2018 देहरादून 6 अक्टूबर 2018 में दिये गये उत्तराखण्ड अध्यादेश संख्या 3 वर्ष 2018 के विधायी संशोधन के अनुसार सम्पन्न किया जा रहा है, जिससे उत्तराखण्ड राज्य की किसी भी विधि या उपविधि को कोई उल्लंघन नहीं हो रहा है। पट्टाग्रहिता को परियोजना लगाये जाने हेतु परियोजना का आवंटन No 874, UREDA/03(1)-SPV-214-2/UPCL-PRO/2019-20(Vol-2) दिनांक 18 जूलाई 2019 द्वारा आवंटित की गई है।
- 15- यह कि पट्टाग्रहिता के द्वारा विवरण में दी गई भूमि/सम्पत्ति सौर उर्जा की ईकाई स्थापित किये जाने हेतु किराये पर दी गई है। पट्टाग्रहिता विवरण में दी गई भूमि/सम्पत्ति का कभी कोई अन्य कार्य नहीं करेगा और ना ही ऐसा कोई कार्य करेगा, जिससे उत्तराखण्ड राज्य की किसी विधि का कोई उल्लंघन हो।
- 16- यह कि पट्टाग्रहिता को यह अधिकार होगा कि वह पट्टे पर ली गई भूमि/सम्पत्ति के लीज होल्ड अधिकारों को बन्धक कर किसी भी वित्तीय संस्था से ऋण प्राप्त कर सकता है तथा ऋण की अवधि के दौरान पट्टा निरस्त नहीं किया जा सकेगा एवम् पट्टादातागण द्वारा किसी अन्य व्यक्ति को पट्टा नहीं दिया जा सकता।
- 17- यह कि महा प्रबन्धक जिला-उद्यान केन्द्र, देहरादून के पत्रांक मैमो/एम0एस0एम0ई0/जि0उ0के0/2019-20 दिनांक 12/03/2015 भूमि का पट्टा विलेख हेतु नीति 2015 के अनुसार श्रेणी बी में 100 प्रतिशत स्टाम्प शुल्क में छूट दी गई है जिस कारण पट्टा विलेख पर केवल 100/रुपये का स्टाम्प शुल्क अदा किया जा रहा है।
- 18- यह कि पट्टाग्रहिता किराए/पट्टे पर ली गई सम्पत्ति को सब लीज पर दे सकता है, इसमें पट्टाग्रहिता को पट्टादातागण के हस्ताक्षर की आवश्यकता नहीं है।
- 19- यह कि परियोजना में कोई बाधा जैसे की पेड़, फसल, संरचना और बाग आदि है तो काटने या हटाने की जिम्मेदारी पट्टादाता की होगी।

कमश.....5...

महेश्वर
प्रमुख



Handwritten signature and initials.

- 20- परियोजना के लिए ऋणदाताओं के पास नई इकाई/नामिती के साथ पट्टाग्रहिता के विकल्प का अधिकार होगा जो निष्पादित किए गए ऋण दस्तावेजों के तहत डिफाल्ट की किसी भी घटना की सूचना पर या परियोजना के लिए पट्टाग्रहित और उधारदाताओं के बीच निष्पादित किया जाए और परियोजना के लिए ऋणदाता या परियोजना के ऋणदाता के किसी भी ट्रस्टी को पट्टाग्रहित के स्थान पर सुरक्षा ब्याज/अधिनियम का उपयोग करने का अधिकार होगा और/या ऋण पट्टिका के तहत पट्टाग्रहित की चूक के मामले में पट्टाग्रहित को प्रतिस्थापित नई इकाई/नामांकित व्यक्ति इस पट्टे की लीज के सभी नियमों और शर्तों का पालन करेगा, जिसमें पट्टादातागण को पट्टे पर किराये का भुगतान शामिल है।
- 21- किसी भी विवाद या इस लीज डीड के सम्बन्ध में या उससे उत्पन्न होने वाले दावों को पार्टियों के बीच सौहार्दपूर्वक निपटारा किया जाएगा और यदि 90 दिनों के भीतर इसका निपटारा नहीं किया जाता है, तो पार्टियों की आपसी सहमति से नियुक्त एकमात्र मध्यस्था द्वारा हल होगा। हालाँकि, यदि कोई माध्यस्थ 90 दिनों के भीतर पक्षकारों द्वारा सहमत नहीं है। उसी को नियुक्ति के प्रावधान और मध्यस्थता अधिनियम के प्रावधान के अनुसार नियुक्त किया जाएगा। मध्यस्थता के पूर्वोक्त प्रावधानों के अधीन स्थानीय न्यायालयों/नैनीताल उच्च न्यायालय के पास किसी भी और सभी मामलों पर अधिकार क्षेत्र होंगे जो कि पार्टियों को भारतीय कानूनों के अनुसार अदालतों/मंचों पर कानूनी रूप से आंदोलन की अनुमति देते हैं।

विवरण सम्पत्ति/भूमि

भूमि खाता संख्या 00020 फसली वर्ष 1422 से 1427 में अंकित खसरा नं० 834 रकबा 0.1130 है०, स्थित मौजा उपरौली खत उदपाल्टा परगना जौनसार बाबर, तहसील कालसी, जिला-उत्तराखण्ड जिसमें उत्तराखण्ड राज्य की सौर उर्जा नीति के अनुसार उत्तराखण्ड सरकार के शासनादेश संख्या 03/2018 के अनुसार सौर उर्जा की ईकाई स्थापित की जानी है।

कमरा...6....

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Stamp: GCS SOLAR ENERGY Private Limited
Director [Signature]
Director

111

-6-

रजिस्ट्रेशन अधिनियम - 1908 की धारा 32 -ए के अनुपालन हेतु
फिंगर्स प्रिन्ट्स।

पट्टादाता-1-श्री महानन्द पुत्र स्व० रतीराम, निवासी-ग्राम उपरौली
तहसील कालसी जिला देहरादून उत्तराखण्ड।

बाये हाथ के अंगुलियों के चिन्ह :-



दाये हाथ के अंगुलियों के चिन्ह :-



हस्ताक्षर

Mahanand

पट्टादाता-2- श्री प्रभुदत्त पुत्र स्व० रतीराम, निवासी-ग्राम उपरौली
तहसील कालसी जिला देहरादून उत्तराखण्ड।

बाये हाथ के अंगुलियों के चिन्ह :-



दाये हाथ के अंगुलियों के चिन्ह :-



हस्ताक्षर

Prabuddh

कमरा..7...

GCS Solar Energy PVT. LTD.

Director

Prabuddh



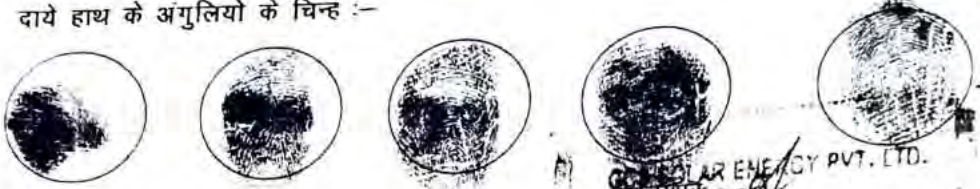
Mahanand
Prabuddh

पट्टाग्रहिता- GCS SOLAR ENERGY Pvt. Ltd. Director. Supreet Singh पंजीकृत कार्यालय 36-42 मच्छी बाजार, देहरादून उत्तराखण्ड।

बाये हाथ के अंगुलियों के चिन्ह :-



दाये हाथ के अंगुलियों के चिन्ह :-



साक्षी-1 *Alaahab*

श्री आकाश चौहान
पुत्र स्व० सुभाष सिंह चौहान
निवासी- ग्राम सैन्सा
तहसील चकराता जिला देहरादून।

साक्षी-2

श्री संदीप राय *सन्दीप राय*
पुत्र श्री परम सिंह
निवासी-ग्राम उदपाल्टा
तहसील कालसी जिला देहरादून।

रचयिता:- प्रताप सिंह *प्रताप सिंह* *चकराता, देहरादून।*

GCS SOLAR ENERGY PVT. LTD.

Director

Director



महाराज
प्रताप

ANEXURE-I	
Gram Panchayat	UPROLI
Account Number	30
Farad Number	834
Lease rate per Bigha	1.47
Land Area (in Bigha)	
Total Land lease amount first year	
Increment Amount in every 5 year @ 2500 per bigha	
Average rent of 30 year	
Lease Rent Schedule	
Year	Lease Amount
1	19110
2	19110
3	19110
4	19110
5	19110
6	22785
7	22785
8	22785
9	22785
10	22785
11	26460
12	26460
13	26460
14	26460
15	26460
16	30135
17	30135
18	30135
19	30135
20	30135
21	33810
22	33810
23	33810
24	33810
25	33810
26	37485
27	37485
28	37485
29	37485
30	37485

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भारत सरकार
Government of India

महानन्द
Mahanand
पिता : रती राम
Father: RATI RAM
जन्म तिथि / DOB: 10/03/1975
पुरुष / Male

3054 2470 8991

आधार - आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
बिरमौज, उपरोली, उपरोली,
देहरादून, सहिया, उत्तराखण्ड, 248196

Address:
- , - BIRMOU, uproli, Uprauli,
Dehradun, Sahiya, Uttarakhand,
248196

3054 2470 8991

1947
T8001 300 1947

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www.uidai.gov.in



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भारत सरकार
Government of India

प्रभु दास
Prabhu Das
पिता : दास राम
Father : DAS RAM
जन्म तिथि / DOB : 23/06/1980
पुरुष / Male

6872 9560 3214

आधार - आम आदमी का अधिकार

भारत सरकार
Government of India

Address:
- - BIRMAU, Uprauli, Uprauli,
Dehradun, Sahiya, Uttarakhand,
248196

6872 9560 3214

1987
1987-2000 1987

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भारत सरकार
GOVERNMENT OF INDIA

सुप्रीत सिंह
SUPREET SINGH
जन्म तिथि/DOB: 08/01/1989
पुरुष / MALE

9845 0949 9512

मेरा आधार, मेरी पहचान

S.S.

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
१२९ डांडी पुर, देहरादून,
मौहल्ला, अधोईवाला,
देहरादून,
उत्तराखंड - 248001

Address:
129 DANDI PUR, DEHRADUN,
MAUHALLA, Adhoiwala,
Dehradun,
Uttarakhand - 248001

9845 0949 9512

MEERA AADHAAR, MERI PEHACHAN



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	आकाश चौहान Aakash Chauhan जन्म तिथि / DOB: 08/07/2090 पुरुष / Male
2192 7665 4725	
मेरा आधार, मेरी पहचान	

	भारतीय विदेशी मुद्रा बोर्ड भारतीय विदेशी मुद्रा बोर्ड Ministry of Finance, Government of India
पता: S/O सुभाष चौहान, विलेज सैन्सा, पीओ कोरुवा, तह चक्राला, कोरुवा, देहरादून, उत्तरांचल, उत्तरांचल, 248196	
Address: S/O Subhash Chauhan, Village Sainsa, PO Koruwa, Tah Chakratala, Koruwa, Dehradun, Koruwa Uttarakhand, Uttarakhand, 248196	
2192 7665 4725	
 1947	 help@utlax.gov.in
 www.utlax.gov.in	



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भारत सरकार
संघीय राय
Sandeep Rai
जन्म तिथि/ DOB: 20/05/1986
पुरुष / MALE

8247 0960 3658

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
AADHAAR
पता:
S/O परम सिंह राय, -
साहिया, ग्राम- उदपावडा
पो.ओ साहिया, उदपावडा,
देहरादून,
उत्तराखण्ड - 248196

Address:
S/O Param Singh Rai, -
SAHIYA, Vill-Udpalla p.o Sahiya,
Udpalla, Dehradun,
Uttarakhand - 248196

8247 0960 3658

MEERA AADHAAR, MERI PEHACHAN

हरि पराम



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Annexure No-6

 STATE BANK OF INDIA	State Bank of India L.J ROAD Rishikesh Uttarakhand
	E-mail : sbi.01285@sbi.co.in

TO WHOM IT MAY CONCERN

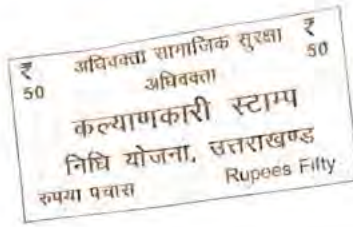
Mr. Gurcharan Singh has approached us for term loan for setting up of solar power plant at Village Udpalta, Block Kalsi, District Dehradun.

We may consider the loan application subject to availability of financial, other necessary documents required for assessment and general viability of the project.



Hemendra Kumar
Relationship Manager (SME)
Date: 04.02.2025





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Annexure No-7



क्रमांक B 70479

अभिभाषक पत्र

न्यायालय Before The Uttarakhand Electricity Regulatory Commission..... देहरादून
वाद / अभियोग / अपील / पुनः निरीक्षण / प्रार्थना पत्र संख्या वर्ष 20.25

वादी } प्रतिवादी }
N/S. GCS Salax Energy Pvt. Ltd. } अपीलार्थी } विपरीत } V.P.C. R. D. Thakur } प्रत्युत्तरदाता }
प्रार्थी } विपक्षी }

मैं/हम N/S. GCS Salax Energy Pvt. Ltd. Reg. Office - 180-A, Rajpur Road, Dehra
Dadun, UK.
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 कराएँ, नीलामी मोल लें, अधिकार लें, अभिभाषक महोदय का हर कार्य हमको अपने स्वयं के रूप में मान्य व स्वीकार होगा। अभिभाषक पत्र लिख दिया प्रमाणित हो और सब कार्य प्रारंभ हो।

हस्ताक्षर हस्ताक्षर
साक्षी साक्षी

सन विपरीत

न्यायालय संख्या

अभिभाषक पत्र स्वीकार है

एडवोकेट देहरादून

दिनांक यू०के० / यू०पी० पंजीकरण संख्या UK-698/2021 वर्ष
UK-117/2020

Kamal Tomar
(Advocate)
Reg. No. UK-117/2020

AKSHAY NEGI
Advocate
Reg. No. UK-698/2021
776532

GCS SOLAR ENERGY PRIVATE LIMITED

REGISTERED OFFICE: C/O SURESH CHAND JAIN, 31 DEHRAKHAS, INDUSTRIAL AREA, PATEL NAGAR,
NEAR SUNRISE BAKERY, DEHRADUN, UTTARAKHAND, INDIA, 248001
CIN: U40106UR2020PTC010616; EMAIL ID: SATYENDRA@HIMURJA.CO.IN

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Ref. No:

Date: 10-Apr-2025

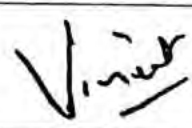
CERTIFIED COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF GCS SOLAR ENERGY PRIVATE LIMITED HELD ON 10-Apr-2025 AT THE REGISTERED OFFICE OF COMPANY AT C/O SURESH CHAND JAIN, 31 DEHRAKHAS, INDUSTRIAL AREA, PATEL NAGAR, NEAR SUNRISE BAKERY, DEHRADUN, UTTARAKHAND, INDIA, 248001.

It is hereby certified that the following resolution of above-mentioned company was passed at duly called and convened Board meeting (U/s 173 of Company Act 2013) held on 10-Apr-2025 and has been duly recorded in the minute book of the aforesaid company kept U/s 118.

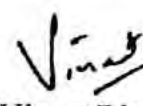
RESOLUTION NO. 1 AUTHORITY FOR SOLAR PV POWER PROJECT

"RESOLVED THAT Mr. VINEET BIST whose Adhaar No. is 735554633348 is authorized to act on behalf of company with respect to solar pv power project awarded to us as per LOA No. 1713/UREDA/03(1)-SPV-214-3/52 MW UPCL-RPO/2019-20 (Vol-3) dated 01-Nov-2019. He is authorized to attend meetings and PPA on our behalf."

"RESOLVED FURTHER THAT signature of Mr. VINEET BIST is hereby attested for the purpose of verification and is further authorized to make necessary applications/declarations enter into agreement/ contract etc and to do all other incidental acts and things necessary for the attainment of above purpose."

Name	Signature
VINEET BIST	

On Behalf of the Board
GCS SOLAR ENERGY PRIVATE LIMITED


Vineet Bist
(Director)




Deepak Kukreti
(Director)

ADDRESS: GMS ROAD 9 SHIVALIK PURAM DEHRADUN- 248001

Email- jatinoberoi_16@yahoo.com Mob: +91-9997843505

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भारत सरकार

Government of India



विनीत बिष्ट

Vineet Bist

जन्म तिथि / DOB : 06/09/1977

पुरुष / Male



7355 5463 3348

आधार - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

पता:

S/O: अर्जुन सिंह बिष्ट, 23/1, शक्ति
कॉलोनी न्यू कैंट रोड, गाँव
हाथीबडक्ला, देहरादून, देहरादून जी.पी.
उत्तराखण्ड, 248001

Address:

S/O: Arjun Singh Bist, 23/1, Shakti
Colony New Cant Road, Village
Hathibarkala, Dehradun,
Dehradun G.p, Uttarakhand,
248001

7355 5463 3348

1947
1800 300 1947

help@uidai.gov.in

WWW

www.uidai.gov.in

Vineet