

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 PPM SOLAR ENERGY PVT. LTD., REGISTERED OFFICE- 17 KALYANI VIEW COLONY, SHYAM TALKIES ROAD, RUDRAPUR, UDHAM SINGH NAGAR, UTTARAKHAND Through its Authorised signatory Mr. Prashant Kalra S/o Shri Shyam Sundar Kalra, R/o Flat No- 305, Indus -B, Omaxe Riviera, Nainital Highway, Rudrapur, Udham Singh Nagar, Uttarakhand, Pin- 263153.

.....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

For PPM Solar Energy Pvt. Ltd.


Authorised Signatory

S. No.	Particulars	Page No.
1.	Petition	3-16
2.	Affidavit verifying the accompanying petition	17-19
3.	Annexure-1, Copy of order dated 27 March 2025	20-26
4.	Annexure-2, Copy of Letter of Award (LOA No. 1703), dated 01-11-2019	27
5.	Annexure-3, Copy of Power Purchase Agreement dated 31-03-2021	28-57
6.	Annexure-4, Copy of Supplementary Power Purchase Agreement dated 28-03-2023	58-60
7.	Annexure-5, Copy of letter dated 23.11.2024 to UPCL, requesting the issuance of the TFR and execution of the supplementary PPA.	61
8.	Annexure- 6, Copy of the lease deed(s) executed by the Petitioner.	62-86
9.	Annexure- 7, Vakalatnama along with authority letter & IDs.	87-89

Authorised signatory Mr. Prashant Kalra
M/S PPM SOLAR ENERGY PVT. LTD.

For PPM Solar Energy Pvt. Ltd.


 Authorised Signatory

File No.....

Case No.....

BEFORE THE UTTARAKHAND ELECTRICITY REGULATORY COMMISSION**INDEX**

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

AND

IN THE MATTER OF: M/S PPM SOLAR ENERGY PVT. LTD., REGISTERED OFFICE- 17 KALYANI VIEW COLONY, SHYAM TALKIES ROAD, RUDRAPUR, UDHAM SINGH NAGAR, UTTARAKHAND Through its Authorised signatory Mr. Prashant Kalra S/o Shri Shyam Sundar Kalra, R/o Flat No- 305, Indus -B, Omaxe Riviera, Nainital Highway, Rudrapur, Udhham Singh Nagar, Uttarakhand, Pin- 263153.

.....Petitioner**AND**

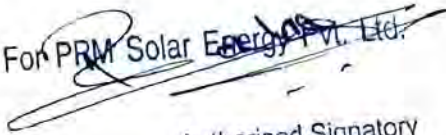
1. UTTARAKHAND POWER CORPORATION LTD, Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road, Balliwala Chowk, Dehradun, Uttarakhand.
2. UTTARAKHAND RENEWABLE ENERGY DEVELOPMENT AGENCY, Energy Park Campus, Patel Nagar Industrial Estate, Dehradun, Uttarakhand.

..... Proforma Respondents

The humble Petitioner most respectfully sheweth:

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

- I. Section-86(1)(e) of Electricity Act, 2003 requires the promotion of cogeneration and generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid.

For PPM Solar Energy Pvt. Ltd.

 Authorised Signatory

- 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.

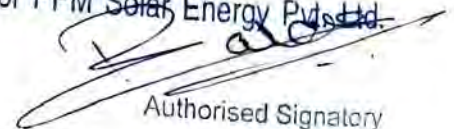
2. Limitation: -

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 5000 KWp capacity by UREDA after participating in a tender process bearing E-Tender/RfP No.: 03/UREDA/Grid Connect/RfP/2019-20, Dated 22-07-2019. The letter of award for the said allotment was received by the Petitioner on 01/11/2019 (LOA No. 1703 of 01/11/2019). A photocopy of the said Letter of Award is being annexed as **Annexure No-2**. The "Power Purchase Agreement" for the abovementioned allotment was executed initially on 31/03/2021. A photocopy of the said PPA is being annexed as **Annexure No-3**.
2. That the Petitioner's 5000 KWp Solar Power plant was initially proposed to be established at Village Vidrampur, Post office- Chakaluwa, Kaladungi, District-Nainital, Uttarakhand.
3. That the Hon'ble Commission, on various occasions, granted extensions to the control period of the benchmark capital cost

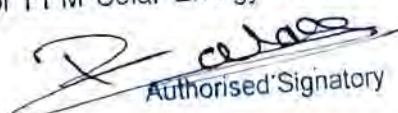
For PPM Solar Energy Pvt. Ltd.


 Authorised Signatory

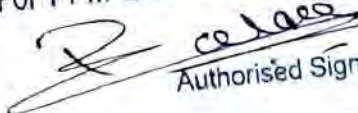
and the generic tariff to developers, inter alia, due to the impact of COVID-19. These extensions were granted from time to time since the inception of the scheme, with the last such extension being granted up to 15-11-2021.

4. That the Petitioner was already facing considerable difficulty in aggregating approximately 500 Nalis of land required for the establishment of its 5 MW solar power plant at the aforementioned location. The situation was further aggravated by the outbreak of the COVID-19 pandemic and the consequent restrictions, which significantly hindered the Petitioner's ability to communicate with and approach landowners for securing land on lease. As a result, the Petitioner was unable to identify and procure the requisite contiguous land within the time period prescribed under the extended timeline granted by the Hon'ble Commission.
5. That the Uttarakhand Renewable Energy Development Agency (UREDA), vide its letter dated 30.05.2023, extended the timeline for commissioning of the project up to 31.03.2024, and subsequently further extended the same up to 31.12.2024. It is submitted that the Petitioner made sustained, sincere, and dedicated efforts to identify, negotiate, and secure the requisite land at the initially proposed location. Despite engaging in continuous follow-ups and making every reasonable attempt, including engaging with multiple landowners, the efforts could not yield the desired outcome due to fragmented land holdings, non-cooperation of certain landowners, and logistical hurdles exacerbated by the COVID-19 restrictions. Faced with these persistent impediments and in order to keep the project viable, the Petitioner was constrained to change the proposed site and decided to shift the location of the 5 MW solar power plant to Village Ghanghreti, Betalghat, District Nainital, Uttarakhand, where the Petitioner was hopeful of being able to aggregate the necessary land.

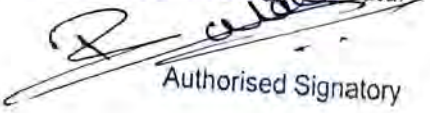
For PPM Solar Energy Pvt. Ltd.


Authorised Signatory

6. That pursuant to the decision to change the location of the solar power plant, a Supplementary Power Purchase Agreement (PPA) was executed between the Petitioner and Uttarakhand Power Corporation Limited (UPCL) on 28.03.2023, reflecting the revised site details. The said Supplementary PPA was duly approved by the Hon'ble Commission. A copy of the Supplementary PPA, is annexed herewith and marked as **Annexure No. 4**.
7. That to the further dismay of the Petitioner, despite rigorous efforts, the Petitioner failed to accumulate 500 Nalis of land even at the new location. Consequently, despite stringent efforts, as well as considerable expenditure of time and resources, the Petitioner was compelled to abandon this alternative site as well.
8. That it is pertinent to mention that at last, the Petitioner has found a glimmer of hope at the end of a long and arduous journey, having identified a suitable parcel of land in Village Dharol, Saltward, near Jakhdar, Tehsil Nainbagh, District Tehri Garhwal, Uttarakhand. In this regard, the Petitioner addressed a letter dated 23.11.2024 to UPCL, requesting the issuance of the TFR and execution of the supplementary Power Purchase Agreement (PPA) for the newly identified location mentioned hereinabove. It is pertinent to mention that both the TFR and the supplementary PPA are still pending. A copy of the letter dated 23.11.2024 is appended herewith as **Annexure No. 5**.
9. 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 plant.

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

10. That Mr. Prashant Kalra, Director of M/s Pashupati Solar Pvt. Ltd., who is also the brother of the Director of the Petitioner company and acts as the authorised signatory in relation to all solar-related work of the Petitioner, executed a lease deed dated 30.12.2024 with the landowners of Village Dharol, Tehsil Nainbagh, District Tehri Garhwal, in the name of M/s Pashupati Solar Pvt. Ltd. Through this lease deed, possession of approximately 50 Nalis of land was secured, which constituted the remaining portion required for the establishment of the solar power plant by both the Petitioner and M/s PPM Solar Energy Pvt. Ltd., a company owned by Mr. Prashant Kalra. It is pertinent to mention that M/s PPM Solar Energy Pvt. Ltd. is similarly situated and shares the same factual background as the present matter.
11. Additionally, M/s Pashupati Solar Pvt. Ltd., through Mr. Prashant Kalra, executed lease deeds for approximately 50 Nalis of land in total, thereby effectively blocking the rest of the land required for the joint benefit of the Petitioner and M/s Pashupati Solar Pvt. Ltd., to facilitate the development of their respective solar power projects.
12. That Notably, this lease deed was executed even prior to the issuance of the TFR for the new location, which remains pending before UPCL. The Petitioner, drawing from past experience, was conscious of the risk that if prompt action was not taken to reserve the land in some manner, the opportunity to establish the solar plant might be lost permanently. Therefore, in good faith and with a forward-looking approach, the Petitioner took the calculated risk of entering into the lease agreement for the said land even before the issuance of the TFR. A copy of the lease deed(s) executed by the Petitioner has been appended herewith as **Annexure No.-6**.

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

13. That after having put in extensive efforts over a prolonged period, the Petitioner was finally optimistic about setting up the solar power plant, having at last acquired the total required land. In furtherance of this, the Petitioner sought a final extension from UREDA. 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.

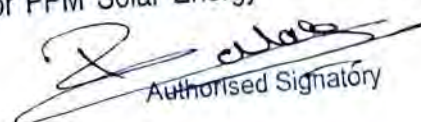
4. Cause of Action: -

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

For PPM Solar Energy Pvt. Ltd.


Authorised Signatory

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

For PPM Solar Energy Pvt. Ltd.


Authorized Signatory

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.

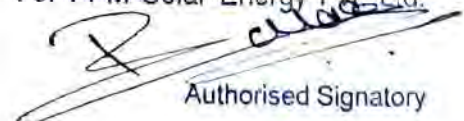
5.5 It is pertinent to note that India has set a national target of achieving 500 GW of non-fossil fuel-based energy capacity by the year 2030, with solar energy playing a central role in this transition. Of this, a specific target of 280 GW of solar capacity has been set. The success and implementation 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."

For PPM Solar Energy Pvt. Ltd.


Authorized Signatory

- 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.

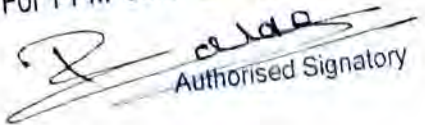
For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

- 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 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.
- 5.12 That Convincing each and every co-owner, across multiple parcels, to agree not only to the lease but also to a uniform lease rate is an extremely complex and time-consuming task. The Petitioner has made diligent and bona fide attempts, yet has faced failure on two separate occasions despite putting in sincere, consistent, and transparent efforts.
- 5.13 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.
- 5.14 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 particularly in acquiring a contiguous and sufficiently large parcel of land in the hilly terrain. The Petitioner has consistently acted in good faith, made sincere efforts, and remained committed to the

For PPM Solar Energy Pvt. Ltd.

 Authorised Signatory

successful implementation of the project throughout this period.

- 5.15 That it is respectfully submitted that the considerable time, effort, and financial investment already made particularly in the search and acquisition of suitable land will be rendered futile and result in irreparable loss to the Petitioner if the extension is not granted.
- 5.16 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.
- 5.17 It is respectfully submitted that the commissioning date be extended up to March 2026, 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 March 2026 would reasonably provide the Petitioner with a workable window of six to seven 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.

For PPM Solar Energy Pvt. Ltd.



Authorised Signatory

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 March 2026, 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.

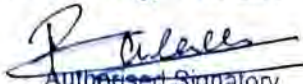
9. Interim Order, if any, prayed for:

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.

10. Details of Index

S. No.	Particulars	Page No.
1.	Petition	3 - 16
2.	Affidavit verifying the accompanying petition	17 - 19
3.	Annexure-1, Copy of order dated 27 March 2025	20 - 26
4.	Annexure-2, Copy of Letter of Award (LOA No. 1703), dated 01-11-2019	27

For PPM Solar Energy Pvt. Ltd.


Authorised Signatory

5.	Annexure-3, Copy of Power Purchase Agreement dated 31-03-2021	28-57
6.	Annexure-4, Copy of Supplementary Power Purchase Agreement dated 28-03-2023	58-60
7.	Annexure-5, Copy of letter dated 23.11.2024 to UPCL, requesting the issuance of the TFR and execution of the supplementary PPA.	61
8.	Annexure- 6, Copy of the lease deed(s) executed by the Petitioner.	62-86
9.	Annexure- 7, Vakalatnama along with authority letter & IDs.	87-89

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. 1703), dated 01-11-2019
3. Copy of Power Purchase Agreement dated 31-03-2021
4. Copy of Supplementary Power Purchase Agreement dated 28-03-2023
5. Copy of letter dated 23.11.2024 to UPCL, requesting the issuance of the TFR and execution of the supplementary PPA.
6. Copy of the lease deed(s) executed by the Petitioner.
7. Vakalatnama along with authority letter & IDs.

For PPM Solar Energy Pvt. Ltd.
 Authorised signatory *Prashant Kalra*
M/S PPM SOLAR ENERGY PVT. LTD.

Verification: -

I, **Mr. Prashant Kalra** S/o Shri Shyam Sundar Kalra, aged about 40 years Authorised signatory of M/S PPM SOLAR ENERGY PVT. LTD., at 17 Kalyani View Colony, Shyam Talkies Road, Rudrapur, Udham Singh Nagar, Uttarakhand, do hereby verify, that the contents of Para 1 to 12 are true and correct to my knowledge.

For PPM Solar Energy



Authorised Signatory

Authorised signatory **Mr. Prashant Kalra**
M/S PPM SOLAR ENERGY PVT. LTD.



सत्यमेव जयते



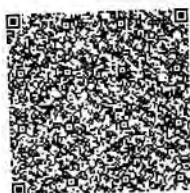
IN-UK85362009653739X Page | 17

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK85362009653739X
Certificate Issued Date	: 09-Apr-2025 11:01 AM
Account Reference	: NONACC (SV)/ uk1335004/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK133500478052347163905X
Purchased by	: PRASHANT KALRA
Description of Document	: Article 4 Affidavit
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PRASHANT KALRA
Second Party	: NA
Stamp Duty Paid By	: PRASHANT KALRA
Stamp Duty Amount(Rs.)	: 10 (Ten only)



SUMAN GARG
State Vendor
Kutchery, Dehradun
File No. 47/19948787....
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.

Statutory Alert:

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

AND

IN THE MATTER OF: M/S PPM SOLAR ENERGY PVT. LTD., REGISTERED OFFICE- 17 KALYANI VIEW COLONY, SHYAM TALKIES ROAD, RUDRAPUR, UDHAM SINGH NAGAR, UTTARAKHAND Through its Authorised signatory Mr. Prashant Kalra S/o Shri Shyam Sundar Kalra, R/o Flat No- 305, Indus -B, Omaxe Riviera, Nainital Highway, Rudrapur, Udhham Singh Nagar, Uttarakhand, Pin- 263153.

.....**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**

AFFIDAVIT VERIFYING THE PETITION

I, Mr. Prashant Kalra S/o Shri Shyam Sundar Kalra, aged about 40 years R/o Flat No- 305, Indus -B, Omaxe Riviera, Nainital Highway, Rudrapur, Udhham Singh Nagar, Uttarakhand, Pin- 263153, the deponent named above, do hereby solemnly affirm and state on oath as under:-

1. That the deponent, is the authorized signatory of the petitioner in the abovementioned matter, and is acquainted with the facts deposed to below.



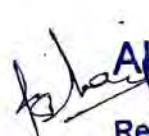
For PPM Solar Energy Pvt. Ltd.

 Authorised Signatory

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.


(Deponent)

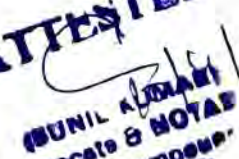
I, AKSHAY NEGI....., Advocate, do hereby declare that the person making this affidavit is known to me and I am satisfied that he is the same person alleging to be deponent.

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

Solemnly affirmed before me on this 10th day of April 2025 at Dehradun 11:00 a.m. by the deponent who has been identified by the aforesaid Advocate.

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



(Notary Public)
ATTESTED

SUNIL KUMAR
Advocate & NOTARY
Court Commissioned
UTTARAKHAND
2025

Before

20

Annexure -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.I. 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. 703/UREDA/03(1)-SPV-214-3/52 MW UPCL-RPO/2019-20 (Vol-3) Dated: 07 Nov, 2019	

Letter of Award (LoA)

To,
 Mohit Kalra & Mukta Kalra,
 10 Vivekanand Nagar,
 Awas vikas, Rudrapur
 Mob : 9897099277
 Email : cor52mw@gmail.com

Sub: Letter of Award (LoA) for procurement of power from 5000 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, 5000 KWp capacity Grid Connected Solar PV Power Project is being awarded to you for installation as per following details:-

Particulars	Details
Awarded capacity	5000 KWp
Levelling Gross tariff per KWh	Rs 3.99 (Rupees three ninety nine Paise Only)
Proposed Location	Satpuli Pauri
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 decide by Hon'ble UERC shall be applicable)

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

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

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

Yours Sincerely,

(Capt. Alok Shekhar Tiwari)
 Director, UREDA

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

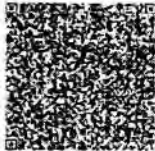


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No.	IN-UK21162586681279T
Certificate Issued Date	31-Mar-2021 10:16 AM
Account Reference	NONACC (SV)/ uk1323104/ DEHRADUN-UK-DH
Unique Doc. Reference	SUBIN-UKUK132310445986613128343T
Purchased by	PPM SOLAR ENERGY PVT LTD
Description of Document	Article Miscellaneous
Property Description	NA
Consideration Price (Rs.)	0 (Zero)
First Party	PPM SOLAR ENERGY PVT LTD
Second Party	UPCL
Stamp Duty Paid By	PPM SOLAR ENERGY PVT LTD
Stamp Duty Amount(Rs.)	100 (One Hundred only)



ACIAT-11-100

POWER PURCHASE AGREEMENT

Please write between two lines

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

THIS AGREEMENT is made this 31st day of Mar 2021 (hereinafter called the Effective Date) between M/s PPM Solar Energy Private Limited, a Company registered under the Companies Act, 2013, having its registered office at 17 Kalyani View Colony Shyam Takies Road, Rudrapur, P.S. Nagar, 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 Companies Act, 1956, having its Registered Office at V.C.V. Cabar Singh Pura Bhawar 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.

For PPM Solar Energy Pvt. Ltd.

Signature of
Auth. Signatory

Signature of
Superintendent

For PPM Solar Energy Pvt. Ltd.
Authorized Signatory

WHEREAS, the Solar Photovoltaic Power Plant is engaged in the business of power generation situated at Khata no. 60, Vill- Vidrampur, Post Office- Chakaluwa, Kaladhungi, District- Nainital in the state of Uttarakhand, more particularly described in Annexure I attached hereto and made a part hereof.

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

Whereas, UREDA vide letter no. 1640/उरेडा/03(1)-एसपीवीपी-214-3/52 मेरवा/सोपापद/2019-20 (वाल्-3) dated 18-01-2021 enclosed herewith as Annexure-X has provided the list of application 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 PPM Solar Energy Private Limited" in view of request of UREDA made vide letter no. 1640/उरेडा/03(1)-एसपीवीपी-214-3/52 मेरवा/सोपापद/2019-20 (वाल्-3) dated 18-01-2021.

WHEREAS the Solar Photovoltaic Power Plant has undertaken to implement the power project by installing plant and equipment having installed capacity of 5000 KW situated at Khata no. 60, Vill- Vidrampur, Post Office- Chakaluwa, Kaladhungi, District- Nainital, Uttarakhand.

AND WHEREAS, the Solar Photovoltaic Power Plant desires to sell entire/surplus 5000 KW energy scheduled to be generated in the Solar Photovoltaic Power Plant's facility.

And

UPCL agrees to purchase entire/surplus 5000 KW energy generated from such capacity by the Solar Photovoltaic Power Plant for sale, under the terms and conditions set forth heron.

"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 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.

For PPM Solar Energy Pvt. Ltd.

Auth. Signatory

Superintendent
Uttarakhand Power
V. C. V. Gahar Singh

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

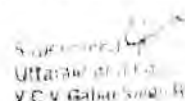
completion of project in all respect subsequent to compliance of all the following prerequisites:

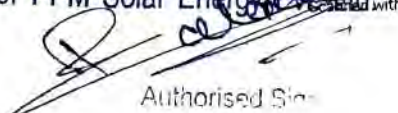
- (a) Installation of energy meter as certified by the concerned Executive Engineer (Distribution) of the distribution licensee.
 - (b) Project completion report as verified by UREDA, the State nodal agency
 - (c) Issuance of Clearance Certificate by the Electrical Inspector.
 - (d) Further, such generator has to demonstrate minimum 75% Performance Ratio based on the rated installed capacity in kW or MW at the time of inspection at initial commissioning.
- 1.4 'Export Meter' means Main Meter installed at the interconnection point for measurement of Active Energy, Maximum demand and Power Factor for energy exported from the Solar Photovoltaic Power Plant to UPCL Proposed 33 KV Switching Substation at Vill- Vidrampur, P.O- Chakaluwa, Kaladhungi, District- Nainital to be connected to existing 33 KV line connecting both 220 KV Sub-Station Kamaluaganja & 33/11 KV Sub-Station, Kaladhungi, Uttarakhand.
 - 1.5 'Energy Account Month' means period from 00 hrs of 1st day to 24 hrs of last day of the billing month.
 - 1.6 'Sub Station' means Proposed 33 KV Switching Substation at Vill- Vidrampur, P.O- Chakaluwa, Kaladhungi, District- Nainital to be connected to existing 33 KV line connecting both 220 KV Sub-Station Kamaluaganja & 33/11 KV Sub-Station, Kaladhungi, 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 UPCL Proposed 33 KV Switching Substation at Vill- Vidrampur, P.O- Chakaluwa, Kaladhungi, District- Nainital to be connected to existing 33 KV line connecting both 220 KV Sub-Station Kamaluaganja & 33/11 KV Sub-Station, Kaladhungi, 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 (Electricity 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 Rooftop 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 with


Anil Kumar


V. C. V. Gaurav


Authorised Signatory

metering arrangement with the network of licensee and shall normally be the place where export/import meter is installed to measure the energy transfer between the licensee and the eligible consumer.

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

2. POWER PURCHASE AND SALE

- 2.1 UPCL shall accept and purchase entire/surplus 5000 KW of power made available to UPCL system from Solar Photovoltaic Power Plant @ Rs. 3.99 intimated by UREDA vide letter no. 1703/UREDA/03(1)-SPV-214-3/52 MW UPCL-RPO/2019-20 (Vof-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 31st March 2021 in accordance with the Order dated 23-06-2020 passed by Hon'ble Commission. However, if the plant is commissioned after 31st March 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% to 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

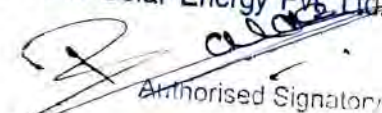
The Solar Photovoltaic Power Plant shall furnish to UPCL and the State Load Despatch Centre (SLDC) a month-wise Supply Schedule and other information, as required, for PPM Solar Energy Pvt. Ltd.


 Authorised Signatory

4

Superintendent
 Uttarakhand Power
 V.C.V. Gahar Singh Bhat

For PPM Solar Energy Pvt. Ltd.


 Authorised Signatory

Regulations and SCC as amended from time to time or provisions of any other regulation 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 installed at interconnection point along with the detailed MRI Report of the Meter at the time of reading and Load Survey data of previous 35 days. The MRI report shall 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), Garba Sunc 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 on 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 the 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.

For PPM Solar

5

Signature of
Uttam Kumar Singh
V.C.V. Garba Sunc

For PPM Solar Energy Pvt. Ltd.


Authorised Signatory

Scanned with CamScanner

- (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:-
- Illustration:**
- | | | |
|-----------------------|---|---|
| Capacity of the Plant | - | 100 KW |
| CUF (constant) | - | 12% |
| Tariff | - | Rs. 3.30/kwh |
| Energy in a Year | - | $100 \times 0.12 \times 24 \times 365 = 1,05,120 \text{ KWh}$ |
| Amount of LC | - | $\{[105120 \times (3.30)] / 12\} \times 105\%$
= Rs. 30,353.00 |
- (d) However, after lapse of first year of commercial operation of the station, LC shall be renewed for an amount equivalent to 105% of average monthly billing of the preceding 12 months.
- (e) In case of payment through LC, the Generators shall present bill(s) to the said Bankers with a copy to the UPCL. The bill(s) so presented by the generator to the said Bankers shall be promptly paid on their presentation.

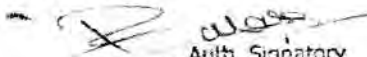
6. PARALLEL OPERATIONS

- 6.1 After receiving the request from the Solar Photovoltaic Power Plant, 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 Proposed 33 KV Switching Substation at Vill- Vidrampur, P.O- Chakaluwa, Kaladhungi, District Nainital to be connected to existing 33 KV line connecting both 220 KV Sub-Station Kamaluaganja & 33/11 KV Sub-Station, Kaladhungi, Uttarakhand with the system of the Distribution Licensee through an independent feeder at the interconnection point or with the incoming feeder of the Distribution Licensee, as the case may be, subject to fulfillment of the terms and conditions and protection scheme by the Solar Photovoltaic Power Plant, as approved by Distribution Licensee. The final approval shall be obtained from the Distribution Licensee before charging the line.
- 6.3 The Solar Photovoltaic Power Plant shall also obtain necessary clearance from the Electrical Inspectorate and other department necessary for interconnecting with the system of Distribution Licensee.
- 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.

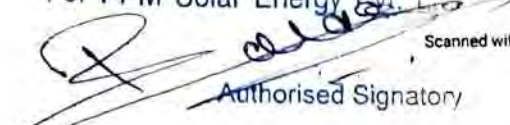
7. GENERATION FACILITIES OWNED AND OPERATED BY THE SOLAR PHOTOVOLTAIC POWER PLANT

- 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 safe 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.

For PPM Solar Energy Pvt. Ltd.


Auth. Signatory

For PPM Solar Energy Pvt. Ltd.


Authorised Signatory

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

8. INTERCONNECTION FACILITIES

- 8.1 Interconnection facilities means all the facilities which shall include Proposed 33 KV Switching Substation at Vill- Vidrampur, P.O- Chakaluwa, Kaladhungi, District- Nainital to be connected to existing 33 KV line connecting both 220 KV Sub-Station Kamaluaganja & 33/11 KV Sub-Station, Kaladhungi, 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 (PV) at the cost to be borne by the Solar Photovoltaic Power Plant/UPCL, to enable the evacuation of electrical output from the project in accordance with the Agreement & UERC RE Regulation 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 the Proposed 33 KV Switching Substation at Vill- Vidrampur, P.O- Chakaluwa, Kaladhungi, District- Nainital to be connected to existing 33 KV line connecting both 220 KV Sub-Station Kamaluaganja & 33/11 KV Sub-Station, Kaladhungi, 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 UPCL, the cost of laying the transmission line upto to Proposed 33 KV Switching Substation at Vill- Vidrampur, P.O- Chakaluwa, Kaladhungi, District- Nainital to be connected to existing 33 KV line connecting both 220 KV Sub-Station Kamaluaganja & 33/11 KV Sub-Station, Kaladhungi, 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 Proposed 33 KV Switching Substation at Vill- Vidrampur, P.O- Chakaluwa, Kaladhungi, District- Nainital to be connected to existing 33 KV line connecting both 220 KV Sub-Station Kamaluaganja & 33/11 KV

For PERL Solar - 1997, Inc. Ltd.

Auth. Signatory

For PPM Solar Energy Pvt. Ltd.

~~Authorized Signatory~~

Sub-Station, Kaladhungi, 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 time and directions of Director Electrical Safety (GOI) 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 same 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.

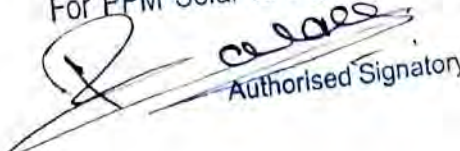
For PPM Solar Energy Pvt. Ltd.



Superintendent Engineer
Uttarakhand Pradesh
V. C. V. Gaurav Singh

8

For PPM Solar Energy Pvt. Ltd.


Authorised Signatory

Scanned with CamScanner

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, Ramnagar) with the copy to the CE (Control), V.C.N. Ghat, 80/40 E, 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, Ramnagar in-charge of the Proposed 33 KV Switching Substation at Vill- Vidrampur, P.S. Chakaluwa, Kaladhungi, District- Nainital to be connected to existing 33 KV line connecting both 220 KV Sub-Station Kamaluaganya & 33/11 KV Sub-Station, Kaladhungi, Uttarakhand of UPCL and as per provisions of the SGC as amended from time to time.
- 12.3 UPCL shall not be responsible for the damage, if any, caused to the plant and equipment of the Solar Photovoltaic Power Plant due to failure of the synchronizing or the protective system provided by the Solar Photovoltaic Power Plant.

13. LIASON WITH & ASSISTANCE FROM UPCL

The Solar Photovoltaic Power Plant shall closely liaise with the Nodal Officer (Executive Engineer, Electricity Distribution Division, Ramnagar of UPCL and shall inform the date of commencement of delivery of power to the designated officials (Executive Engineer, Electricity Distribution Division, Ramnagar) 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 IAMB and MBI compliant meters, having data recording memory of at least 35 days, with the facility for downloading data to measure the quantity and time details of the Power exported from and imported by the Solar Photovoltaic Power Plant, conforming to the specifications approved by UPCL, along with all necessary associated equipment. 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, the Indian Electricity Rules and the specifications of the Bureau of Indian Standards 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 representative of the Solar Photovoltaic Power Plant, if the Solar Photovoltaic Power

For PPM Solar Energy Pvt. Ltd.

Auth. Signatory

9

Superintendent
Uttarakhand Power
V.C.N. Ghat, 80/40 E,

For PPM Solar Energy Pvt. Ltd.

Authorized Signatory

Scanned with CamScanner

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 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, Ramnagar.
 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. The period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Bill of that month.
- 14.12 During the period of checking and calibration of both meters simultaneously, another export and import meter duly calibrated and supplied by Solar Photovoltaic Power Plant would be installed by UPCL. For this purpose, one spare set of meters of relevant standards as per 14.1 clause would be required to make available with the Solar Photovoltaic Power Plant at all times.
- 14.13 If the Main Meter is found to be defective, and the Check meter is found to be accurate, then the reading from the later shall be used for billing purpose and the Main Meter would be re-calibrated and re-installed or replaced by UPCL duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Main Meter, Monthly energy account would be prepared on the basis of the Main Meter reading and the Check Meter shall be immediately re-calibrated and re-installed or replaced as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the inaccurate readings 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-Generation Stations) Regulations, 2018 as amended from time to time.

17. CONTINUITY OF SERVICE

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

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

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

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

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

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

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 or initial term described at 20.1 above.

For PPM Solar

Authorized Signatory

11

Superintendent
UPCL
V.P.M. Singh

For PPM Solar

Authorized Signatory

Scanned with CamScanner

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:

- 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
- Failure or refusal by the Solar Photovoltaic Power Plant to perform its material obligations under this agreement; or
- 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
- 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 SCCL; or
- 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.

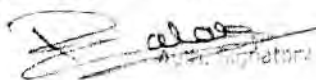
21.2 The occurrence of any of the following at any time during the term of this agreement shall constitute a default by UPCL: -

- 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
- Failure to use reasonable diligence in operating, maintaining or repairing UPCL's Proposed 33 KV Switching Substation at Vill- Vidrampur, P.O. Chakaluwa, Kaladhungi, District- Nainital to be connected to existing 33 KV line connecting both 220 KV Sub-Station Kamalaganja & 33/11 KV Sub-Station, Kaladhungi, Uttarakhand, such that the safety of persons, property in general, or the Solar Photovoltaic Power Plant's equipment or personnel are adversely affected; or
- Failure or refusal by UPCL to perform its material obligations under this agreement; or
- 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.
- 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 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 month's notice to the Solar Photovoltaic Power Plant, if the Solar Photovoltaic Power Plant's facility fails to

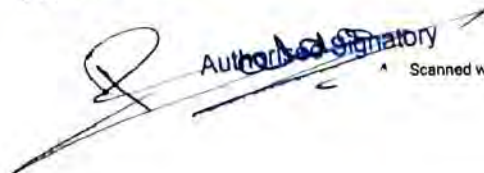
For PPM Solar Energy Pvt. Ltd.


Authorized Signatory

12

Superintendent
Uttarakhand
V.C.V. Unit

For PPM Solar Energy Pvt. Ltd.


Authorized Signatory

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

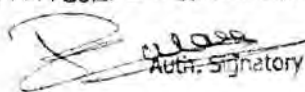
In the event of any dispute or difference between the parties concerning performance of this agreement and/or the rights and liabilities of the parties in respect of which a procedure for the resolution is not otherwise provided for in this agreement the following provisions shall apply:

- a. Executive Engineer, Electricity Distribution Division, Ramnagar 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, Haldwani, under whose jurisdiction the Solar Photovoltaic Power Plant is located.
- b. On receiving such information, the Superintending Engineer, Electricity Distribution Circle, Haldwani 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, Ramnagar at his own office, separately and/or together, within 15 (Fifteen) days of the date of receipt of such notice, and attempt in good faith to resolve the dispute to the mutual satisfaction of the two parties, within the stipulations dictated by the letter and spirit of the agreement.
- 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 of both the above designated officers of the two parties to the UPCL's Chief Engineer, (Commercial), UPCL, V.C.V. Gagar 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 former's 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, Haldwani, UPCL.
- d. If the said dispute / dissatisfaction remains unresolved, either party can file a petition before UERC, whose decision will be final and binding on both the parties. UERC shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.

24. INDEMNIFICATION

24.1 The Solar Photovoltaic Power Plant shall indemnify, defend, and render harmless UPCL, its members, directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees, from and against any and all damages, costs, expenses (including attorneys fees), losses, claims, demands,

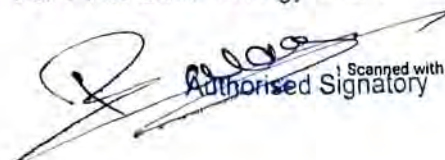
For PPM Solar Energy Pvt. Ltd.


Authorized Signatory

13

Superintending Engineer
Electricity Distribution Circle
Haldwani, UPCL
V.C.V. Gagar Singh

For PPM Solar Energy Pvt. L


Authorized Signatory

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;
- 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.

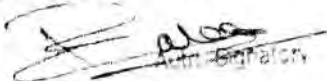
27. AUTHORITY TO EXECUTE

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

For PPM Solar Energy Pvt. Ltd.


Authorised Signatory

14

Superintending Engineer
Uttarakhand Power Corporation Ltd.
Vidya Nagar, Dehra Dun, Uttarakhand

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

Scanned with CamScanner

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 UREA.

31. BINDING EFFECT

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

32. NOTICES

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

UPCL:

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

SOLAR PHOTOVOLTAIC POWER PLANT:

M/s PPM Solar Energy Private Limited,
17 Kalyani View Colony Shyam Takies Road, Rudrapur, US Nagar, Uttarakhand.

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

Any party to this agreement may change its address for serving a written notice, by giving written notice of such change to the other party.

33. EFFECT OF SECTION AND ANNEXURE HEADINGS

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

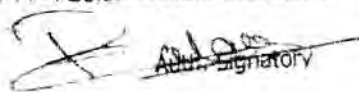
34. NON-WAIVER

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

35. RELATIONSHIP OF THE PARTIES

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

For PPM Solar Energy Private Limited


Authorised Signatory

15


Superintending Engineer,
Uttarakhand Power Corporation Limited,
V.C.V. Gabar Singh Urja Bhawan, Kanwali Road,
Dehradun -248001, Uttarakhand.

For PPM Solar Energy Private Limited


Authorised Signatory

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

37. GOVERNING LAW

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

38. NO PARTY DEEMED DRAFTER

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

39. APPROVALS

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

40. NODAL OFFICER OF UPCL

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

41. ANNEXURES

ANNEXURES I to X WOULD FORM PART OF THIS AGREEMENT.

42. STANDARD FOR DECISION MAKING

42.1 All operational decisions or approvals that are to be made at the discretion of either UPCL or the Solar Photovoltaic Power Plant, pursuant to the terms of this agreement, including specifications and design criteria etc., shall be made or performed according to good engineering practices prevailing in the electricity industry.

42.2 Professional decisions or activities undertaken by either party for the purpose of constructing, installing, removing, maintaining or operating any facility, which may affect the operations of the other party's facility or facilities, shall be made or performed according to good engineering practices prevailing in the electricity industry.

IN WITNESS:

WHEREOF, UPCL and the Solar Photovoltaic Power Plant have executed this agreement as of the 31st day of March, in the year 2020.

FOR THE SOLAR PHOTOVOLTAIC POWER PLANT:

Name: For PPM Solar Energy Pvt. Ltd.

Designation: Auth. Signatory

M/s PPM Solar Energy Pvt. Ltd.

M/s PPM Solar Energy Pvt. Ltd.

Shri. V.K. Singh

Rudaula, U.N. Nagar,

Uttarakhand.

FOR UPCL

Name: V.C.V. Gabar Singh

Designation: SE (Coml.)

Uttarakhand Power Corporation Ltd.

V.C.V. Gabar Singh Bhawan,

Kanwali Road,

Dehradun-248001,

Uttarakhand.

WITNESSED BY: Anil

Anil Kishore Kulkarni

25 Chandra Shekar Azad
Nagar Dehradun

WITNESSED BY:

For PPM Solar Energy Pvt. Ltd.

Scanned with CamScanner
Authorized Signatory

THE SOLAR PHOTOVOLTAIC POWER PLANTS GENERATION FACILITIES

ANNEXURE

1. THE SOLAR PHOTOVOLTAIC POWER PLANT:

NAME : M/s PPM Solar Energy Private Limited.
 LOCATION : Khata no. 60, Vill- Vidrampur, Post Office
 Chakaluwa, Kaladhungi, District- Nainital,
 Uttarakhand.
 CHIEF EXECUTIVE : Mohit Kalra
 CONTACT PERSON : Mohit Kalra
 MAILING ADDRESS : cor52mw@gmail.com,
 prashantkalra2009@gmail.com
 TELEPHONE NUMBER : 9837093983
 FAX NUMBER :
 EMERGENCY :
 TELEPHONE NUMBER :

2. GENERATING EQUIPMENT:

COMMERCIAL OPERATION DATE: 31st March 2021 (Expected)

3. STIPULATIONS RELATING TO THE FACILITIES:

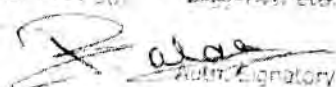
3.1 For the purpose of this agreement the Solar Photovoltaic Power Plant's facility includes all real estate, fixtures, and property owned, controlled, operated or managed by the Solar Photovoltaic Power Plant in connection with or to facilitate generation, transmission, delivery, or furnishing of electricity 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's 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, and control and protective devices 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 requirements, all conductors, service switches, fuses, meter sockets, meter and instrument transformer housings and mountings, switches, meter buses, bus panels, and similar devices required for the service connection and

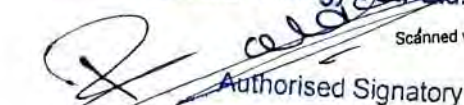
For PPM Solar


 Authorised Signatory

17

Superintendent,
 Uttarakhand Power
 V.C.V. Gauri Singh Block

For PPM Solar Energy Pvt. Ltd.


 Authorised Signatory

Scanned with CamScanner

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

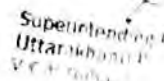
- 3.4 UPCL shall review and approve the design drawings and Bill of Material for the Solar Photovoltaic Power Plant's electrical equipment, required interconnecting with UPCL's system. The type of electrical equipment, the type of protective relaying equipment and the settings affecting the reliability and safety of operation of UPCL and the Solar Photovoltaic Power Plant's interconnected system shall not be unreasonably withheld and an approval or otherwise shall be conveyed to the generator within 30 days by UPCL. UPCL at its option may request review or 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 facility 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:

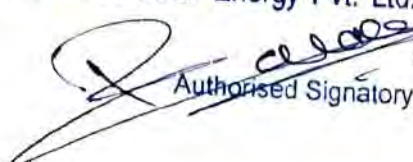
- 4.1 The Solar Photovoltaic Power Plant shall operate its plant when instructed by the grid as per the procedure given in the SC&C as amended from time to time. The overall responsibility of operation and implementation of the SC&C rests with the State Load Dispatch Centre and the State Transmission 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 authority 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.

For PPM Solar Energy Pvt. Ltd.


Authorized Signatory


Superintendent
Uttarakhand
V. K. Sharma

For PPM Solar Energy Pvt. Ltd.


Authorized Signatory

ANNEXURE

1.0 Sale and Accounting for Power

1. In case the Solar Photovoltaic Power Plant is not a consumer of UPCL power, 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 SEPC and when AFT is implemented in the state about the quantity of Power to be wheeled in 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 "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.

For PPM Solar Energy Pvt. Ltd.

Auth. Signatory

19

Superintendent
Uttarakhand PCL
R.R. Garg

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

Scanned with CamScanner

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

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

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

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

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

[Handwritten signature]

For PPM Solar Energy Pvt. Ltd.

[Handwritten signature]
 Authorised Signatory
 *Scanned with CamScanner

ANNEXURE

INTERCONNECTION FACILITIES PROVIDED BY THE GENERATING COMPANY

LINE BAY/S

ITEMS	PROVIDED	NOT PROVIDED
Structures	Provided	
Bus Bars, Clamps and Connectors	Provided	
Grounding card	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	Manual	
Check Synchronization Relay	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	

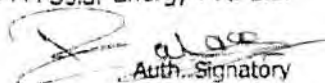
PROTECTION AGAINST GRID FAULTS

ITEMS	PROVIDED	NOT PROVIDED
Minimum impedance (Distance protection relay)	Provided	
Unbalance (Negative phase sequence)	Provided	
O/C&E/FD 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

For PPM Solar Energy Pvt. Ltd.

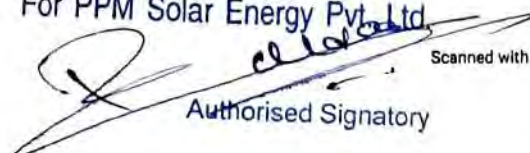


Auth. Signatory

21

Superintending Engineer (Civil)
Uttarakhand Power Corporation
V.C. Road, Dehra Dun

For PPM Solar Energy Pvt. Ltd.



Authorized Signatory

Scanned with CamScanner

ANNEXURE

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:

	Export Meter Reading	Import Meter Reading
MWh		
Previous Reading		
Current Reading		
Difference		
Difference X Multiplying Factor		

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 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.

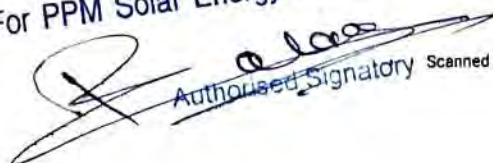
For PPM Solar Energy Pvt. Ltd.

Authorized Signatory

22

Superintendent
Uttarakhand
V.C.V. Gahar Singh (Sd/-) District

For PPM Solar Energy Pvt. Ltd.


Authorized Signatory

Scanned with CamScanner

AN/PLS/001

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:

	Export Meter Reading	Import Meter Reading
MWh		
Previous Reading		
Current Reading		
Difference		
Difference X Multiplying Factor		

Authorized Representative _____

UPCL

Authorized Representative _____

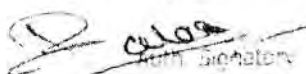
Solar Photovoltaic Power Plant

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

For PPM Solar Energy Pvt. Ltd.


Authorized Signatory

23

Superintendent
Uttarakhand Power Corporation Ltd.
V.C.V. Gahar Singh (B.A.)

For PPM Solar Energy Pvt. Ltd.


Authorized Signatory
Scanned with CamScanner

ANNEXURE

DAILY GENERATION REPORT

Name and Address of Solar Photovoltaic Power Plant and Facility:
 Installed Capacity MW

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

Copy To:-
 1. SLDC,
 2. Authorised Representative, UPCL

Authorised Representative
 Solar Photovoltaic Power Plant

For PPM Solar Energy Pvt. Ltd.
 Auth. Signatory

Superintendent, Uttarakhand
 Uttarakhand Pradesh
 M.C.E. (Solar) Varanasi

For PPM Solar Energy Pvt. Ltd.

Auth. Signatory
 Scanned with CamScanner



उत्तराखण्ड अक्षय ऊर्जा विकास अभिकरण (उरेडा)

ऊर्जा पार्क परिसर, इण्डस्ट्रियल एरिया, पटेल नगर, देहरादून

दूरभाष - 0135-2521301, 2521533 फैक्स - 0135-2521306

<http://www.ureda.in> ureda@ureda.in ureda@ureda.in

पत्रांक: 161/2019-एनएफपीएल-एनए 17/22 गेजेट, सोलरपट 27/2019-30 गेजेट, 2

124

सेवा में

प्रबन्ध निदेशक

यू०पी०सी०एल०

देहरादून।

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

महोदय,

अवगत कराना है कि उरेडा द्वारा प्रकाशित 200 गेजेट अमता में सोलर पावर प्लान्ट स्थापना हेतु ई-निविदा के अन्तर्गत द्वितीय चरण में उपनिर्दिष्ट कुल 75 विकासकर्ताओं परियोजना आवंटन पत्र निर्गत किये गये थे जिसकी सूची उरेडा मुख्यालय के पत्र संख्या 08 दिनांक 08 नवम्बर, 2019 के माध्यम से आपको प्रेषित की गयी थी। यू०पी०सी०एल० के विकासकर्ताओं से PPA हस्ताक्षरित किया जाना है।

उक्त निविदा के अन्तर्गत निर्गत परियोजना आवंटन पत्र के अन्तर्गत विकासकर्ताओं द्वारा Project Company का गठन किया जाना है जिसके क्रम में उरेडा द्वारा वर्तमान तक कुल 25 आवंटितों द्वारा Project Company के गठन की सूचना आपकी सूचना प्रेषित की जा चुकी है। उक्त के अतिरिक्त निम्न विकासकर्ता द्वारा Project Company बनाने की सूचना उरेडा मुख्यालय को प्रेषित की गयी है जिसका विवरण निम्नवत् है।

S.No.	Name of developer	Capacity (KWp)	LOA No	Name of project company
1	Manish Kalia & Manish Kalia	5000	1703	PPM Solar Energy Private Limited, 17 Kalyani Vihar 2, Jangpura Sangan, Fakhri Nagar, Rudrapur, Uttarakhand, India - 261153

तत्कथम मैं उपरोक्त विकासकर्ता द्वारा गठित की गयी Project Company के साथ PPA हस्ताक्षरित करने हेतु आवश्यक कार्यवाही करने का वाक्य करूँ।

भवदीय

(सहस्रहस्त)

उप मुख्य परियोजना अधिकारी

प्रतिलिपि

1. मुख्य अभियंता (अग्निज्य), यू०पी०सी०एल०, देहरादून का सूचनाार्थ प्रेषण।
2. Ppm Solar Energy Private Limited, 17 Kalyani Vihar 2, Jangpura Sangan, Fakhri Nagar, Rudrapur, Uttarakhand, India को सूचनाार्थ प्रेषित।

यू०पी०सी० अचलाज

उप मुख्य परियोजना अधिकारी

For PPM Solar Energy Pvt. Ltd.

Auth. Signatory

Superintending Engineer
Uttarakhand Power Corporation Ltd.
V. C. V. Gaba

For PPM Solar Energy Pvt. Ltd.

Authorized Signatory

Scanned with CamScanner



उत्तराखण्ड अक्षय ऊर्जा विकास अभिकरण (उरेडा)

ऊर्जा पार्क परिसर, इण्डस्ट्रियल एरिया, पटेल नगर, देहरादून

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

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

पत्रांक 186/उरेडा/03(1)-एनपीडीए-214-2/गुपीडीएलए के आरपीडीओ की तृती/2019-20 (गन्तू-4) दिनांक 27 जून 2024

सेवा में,

सम्बन्धित विकासकर्ता (52 संख्या)

निविदा संख्या: 02/Ureda/Grid connect/RIP/2019-20 dt. 13/2/2019 एवं 03/Ureda/Grid connected/RIP/2019-20 DT. 22/7/2019 के अन्तर्गत)

विषय: आपको आवंटित सोलर पावर प्लान्ट की कमीशनिंग हेतु निर्धारित तिथि के समय विस्तार के सम्बन्ध में।

महोदय/महोदया,

उरेडा द्वारा उपरोक्त संदर्भित निविदाओं के अन्तर्गत आवंटित सोलर पावर संयंत्रों की स्थापना एवं कमीशनिंग हेतु तिथि विस्तार के सम्बन्ध में, निविदा में चयनित विकासकर्ताओं से प्राप्त अनुरोध के क्रम में सक्षम स्तर पर समुचित विचारोपरान्त, आपको आवंटित सोलर पावर प्लान्ट परियोजनाओं की स्थापना एवं कमीशनिंग कार्य (COD) पूर्ण करने हेतु दिनांक 31 दिसम्बर, 2024 तक का समय विस्तार निम्नलिखित शर्तों के अधीन प्रदान किये जाने के निर्देश दिये हैं :-

01. संयंत्र की स्थापना एवं कमीशनिंग के समय, मा0 उत्तराखण्ड विद्युत नियामक आयोग द्वारा जारी विद्युत विक्रय दर अथवा आवंटन के सापेक्ष स्वीकृत दर, में से जो भी विद्युत विक्रय दर न्यूनतम होगी, वह मान्य होगी।
02. आवंटन द्वारा प्रत्येक 15 दिवस के अन्तराल में स्थापना एवं कमीशनिंग कार्य(COD) के सापेक्ष प्रगति से उरेडा के जनपदीय अधिकारी एवं उरेडा मुख्यालय को सूचित किया जायेगा।
03. जिन आवंटियों द्वारा पूर्व में Contract Performance Guarantee(CPG) के रूप में बैंक गारन्टियाँ उपलब्ध करायी गयी हैं, उनके द्वारा पूर्व निर्मित बैंक गारन्टियों को दिनांक 31 मार्च, 2025 तक विस्तारित करते हुये, विस्तारित बैंक गारन्टी दिनांक 01 जुलाई, 2024 तक उरेडा मुख्यालय में जमा कराया जाना अनिवार्य होगा। यह बैंक गारन्टी संयंत्र की स्थापना होने पर निरीक्षण के उपरान्त RIP के अनुसार उचित पाये जाने पर वापस कर दी जायेगी।

तत्कम में उपरोक्तानुसार अवगत होते हुये, आवंटित परियोजना की स्थापना एवं कमीशनिंग(COD) निर्धारित समय सीमा (31 दिसम्बर, 2024) के अन्तर्गत समयबद्ध रूप से पूर्ण करना सुनिश्चित करें।

भवदीय,

(मनोज कुमार)

मुख्य परियोजना अधिकारी

प्रतिलिपि:- निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

01. सचिव, मा0 उत्तराखण्ड विद्युत नियामक आयोग, देहरादून।
02. जिलाधिकारी, उत्तराखण्ड (हरिद्वार एवं उधम सिंह नगर को छोड़कर)।
03. मुख्य विकास अधिकारी, उत्तराखण्ड (हरिद्वार एवं उधम सिंह नगर को छोड़कर)।
04. प्रबन्ध निदेशक, उत्तराखण्ड पावर कॉर्पोरेशन लिमिटेड, देहरादून।
05. निदेशक, उद्योग, उद्योग निदेशालय देहरादून।
06. समस्त जनपदीय अधिकारी, उरेडा उत्तराखण्ड (हरिद्वार एवं उधम सिंह नगर को छोड़कर)।

मुख्य परियोजना अधिकारी

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

List of 52 Nos Developers

S. No.	Name of Developer	Name of Project company	LOA NO	Capacity (KWp)
1	Priyanka Chauhan	Presky Technology Pvt Ltd C/o Hukum Singh Chauhan 31/1 Lane no 11 Vijay Park Ext Dehradun South Dehradun Uttarakhand 248001 IN	780	400
2	Ajay Singh Rana		805	100
3	Amit Rawat	TEAMASR AKSHAYAM PRIVATE LIMITED Sector-2 C-59 Defence Colony Kedarapuram Dehradun. UR 248001 IN	837	300
4	Manoj Vyss	Baku Ventures Pvt Ltd R-72 Shivalik Nagar, Haridwar BHEL-249403, Haridwar	1753	500
5	Madan Singh Panwar		1761	100
6	Udit Singh & Associates	PPM SOLAR ENERGY PVT LTD 17 Kalyani View Colony Shyam Takies Road Rudrapur, Udham Singh NAGAR ur 263153 IN	1703	5000
7	Punit Aggarwal	FAIR DEAL SOLAR ENERGY PVT LTD C/o Punit Agarwal, 1/2 New Road Dehradun Uttarakhand, India 248001	1714	1000
8	Yaduvir Singh Gosain	Jwalpa Devi Solar Power Project Rajrajeshwar Vihar, Haridwar Road, Dehradun 246001 Uttarakhand	1727	400
9	Sawarnil Joshi	DARDOURTECHNOLOGIES PVT LTD C/o S C Joshi, H No. A 25 Vivekanand Gram Phase II, Nathampur Dehradun, Uttarakhand -248001 IN	852	500
10	Gayatri Panwar		855	100
11	Gurcharan Singh		1713	500
12	Pankaj Uniyal		807	100
13	Dinesh Singh		853	100
14	Harish chandra Pant	PANT SOLAR	919	1000
15	Devendra Singh Negi		1693	500
16	Anand Singh		751	100
17	Vijaya Gussain		1731	300
18	Vinza Shah		881	200

For PPM Solar Energy Pvt. Ltd.


 Scanned with CamScanner
 Authorised Signatory

List of 52 Nos Developers

S. No.	Name of Developer	Name of Project company	LOA NO	Capacity (KWp)
19	Rameshwar Havelia		887	1000
20	Rajbeer Singh		866	100
21	Gopal Dutt Joshi		1692	100
22	Shyam Lal		787	200
23	Bhopal Singh Chaudhary		1698	200
24	Mohan Chandra Kala		1695	100
25	Renu Negi		1706	200
26	Mahesh Chandra Kandpal	M/S Bagnath Power Private Limited, Bageshwar	869	2500
27	Govind Ram		774	200
28	Seema Kaushik Petwal	SG, Education and Techno Consultants Private Limited R.O.- 5/114, Convent Road, Opposite SBI Main Branch, Dehradun	828	200
29	Surender Singh Rawat		912	200
30	Swarn Kumar Oberoi		1711	500
31	Devendra Kumar Oberoi		1712	500
32	Neeraj Kashyap	Neelight Enterprises	779	500
33	Haider Ali	ALL in one solutions R-3, Transport Nagar, Dehradun-248001, Uttarakhand	927	200
34	Vikram Singh		722	100
35	Hari Prasad Gaur		723	100
36	Ajay Bahuguna		732	500

For PPM Solar Energy Pvt. Ltd.


Scanned with CamScanner
Authorized Signatory

List of 52 Nos Developers

S. No.	Name of Developer	Name of Project company	LOA NO	Capacity (KWp)
37	Usha Singh		1734	500
38	Swati Aggarwal	SRA SOLAR ENERGY PRIVATE LIMITED C/o Swati Aggarwal, ward no 7, Vikas Nagar Road, Herbertpur Vikas	756	500
39	Shalebh Kumar Rastogi	DS SOLAR ENERGY PVT LTD Pantnagar seeds pvt ltd Bazpur Road, Kashipur, Udham Singh Nagar -244713. M 9810138292	1733	3000
40	Harsh Chandra Bhatt	Ram Manglam Energy and Construction Pvt Ltd Lane no-13, Banasthali Enclave, Nehrugram, Dehradun, Uttarakhand, India - 248001 IN	1701	200
41	Raghuwar Dutt		1715	100
42	Anita Agarwal	M/S Futuristic Ultimate Energy Private Limited, Haldwani	764	4000
43	Himanshu Rawat	Rawat Enterprises	790	400
44	Madan Singh Jeena		746	300
45	Harpal Rawat	UTTARAKHAND ENTERPRISES	820	600
46	Rahul Chauhan	PRESKY ENTERPRISES	838	100
47	Aayush Goel	DAILYHUNT ENERGY PVT LTD C/o Pradeep Kumar Goel, shop no 2, near Goel Sadan, Kalsi Road, Dakpathar Vikasnagar Dehradun Uttarakhand 248125 IN	830	1000
48	Joshi Enterprises		900	500
49	Gopal Dutt	Gopal Engineering Power Private Limited S/O Usha Datt Bhatt H.No. 1 Village Cheenakhan Makeni Dharanaula Almora Almora Uttarakhand 263601 IN	925	1000
50	Harshit Aggarwal	Harshit Solar Energy Pvt Ltd 24 2 Old Pallen Bazar Dehradun Uttarakhand 248001 IN	825	500
51	Prakash Kalia Prakash Kalia	PASHUPATI SOLAR ENERGY PRIVATE LIMITED 17 Kalyani View Colony Shyam Takies Road Rudrapur, Udham Singh Nagar, Uttarakhand - 263153 IN	802	5000
52	Jai Group		801	1000
Total				37300

For PPM Solar Energy Pvt. Ltd.



Authorized Signatory



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK44071375057656V
Certificate Issued Date	: 28-Mar-2023 12:39 PM
Account Reference	: NONAGG (SV)/ uk1234404/ DEHRADUN/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK123440494136404253652V
Purchased by	: PPM SOLAR ENERGY PVT LTD
Description of Document	: Article Miscellaneous
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PPM SOLAR ENERGY PVT LTD
Second Party	: UPCL
Stamp Duty Paid By	: PPM SOLAR ENERGY PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



ASHA (Stamp Vendor)
Court Compound, Dehradun
Mob: 7983985236

Please write or type below this line

**SUPPLEMENTARY AGREEMENT TO THE POWER PURCHASE AGREEMENT DATED 31-03-2021
SIGNED BETWEEN UTTARAKHAND POWER CORPORATION LTD AND M/S PPM SOLAR ENERGY
PRIVATE LIMITED**

This Supplementary Agreement to Power Purchase Agreement is executed on the ^{28th} day of March 2023 between Uttarakhand Power Corporation Ltd. having its Registered Office at V.C.V. Gabar Singh Urja Bhawan, Kanwali Road, Dehradun, hereinafter referred to as 'UPCL'.

AND

M/s PPM Solar Energy Pvt. Limited, a Company registered under the Company's Act, 2013, having its registered office at 17 Kalyani View Colony, Shyam Takies Road, Rudrapur, US Nagar, Uttarakhand, hereinafter called the "Solar Photovoltaic Power Plant".

1. The authenticity of the stamp and rate should be verified at www.sholestamp.com/ or using e-Stamp Mobile App (refer to the back of the Certificate) and are available on the website / Mobile App (refer to the back of the Certificate).
2. The burden of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

V.C.V. Gabar Singh Bhawan, Dehradun

Scanned with OKEN Scanner

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

59

Whereas M/s PPM SOLAR ENERGY PRIVATE LIMITED, has entered into a Power Purchase Agreement with UPCL on 31-03-2021 for purchase of solar power.

WHEREAS, the Solar Photovoltaic Power Plant is engaged in the business of power generation from its plant (5000 KW) situated at Vill- Ghanghreti, Betalghat, District- Nainital, Uttarakhand.

And whereas the aforesaid Power Purchase Agreement dated 31-03-2021 (hereinafter referred as "Original Agreement") has been signed as per Model PPA approved by Hon'ble UERC vide Order dated 02-09-2019. This Supplementary PPA will also be sent to Hon'ble UERC alongwith the PPA dated 31-03-2021 for approval and any changes suggested by UERC will be incorporated in the PPA being executed now.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions set forth herein, it is agreed by and between and parties as follows:

1. The location of the Plant wherever mentioned in Original Power Purchase Agreement shall be substituted by and read as "Vill- Ghanghreti, Betalghat, District- Nainital, Uttarakhand".
2. The Sub Station "Proposed 33 KV Switching Substation at Vill- Vidrampur, P.O- Chakalrwa, Kaladhungi, District- Nainital to be connected to existing 33 KV line connecting both 220 KV Sub-Station, Kamaluganja & 33/11 KV Sub-Station, Kaladungi, Uttarakhand" wherever mentioned in Original Power Purchase Agreement shall be substituted by and read as "33/11 KV Substation, Betalghat, Nainital, Uttarakhand."
3. Clause 8.2 of the Original Power Purchase Agreement shall be substituted and read as follows:
"Power from the Solar Photovoltaic Power Plant shall be transmitted at 33 kV voltage connected to the 33/11 KV Substation, Betalghat, Nainital, Uttarakhand. owned, maintained and operated by UPCL."
4. The Nodal Officer of UPCL i.e. Executive Engineer, Electricity Distribution Division, Ramnagar wherever mentioned in Original Power Purchase Agreement shall be substituted by and read as "Executive Engineer, Electricity Distribution Division, Nainital".

All other terms and conditions of the Original Power Purchase Agreement signed between M/s PPM SOLAR ENERGY PRIVATE LIMITED and UPCL on dated 31-03-2021 shall remain unaltered and shall apply mutatis mutandis.

IN WITNESS WHEREOF the parties have executed and delivered this supplementary Power Purchase Agreement as of the date first above written.

Company

PPM Solar Energy Pvt. Ltd.

Auth. Representative Signatory
MOHIT KALRA

Corporation
UPCL

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

Witness:

PRASHANT KALRA

Witness:

For PPM Solar Energy Pvt. Ltd. Scanned with OKEN S

Authorised Signatory

Whereas M/s PPM SOLAR ENERGY PRIVATE LIMITED, has entered into a Power Purchase Agreement with UPCL on 31-03-2021 for purchase of solar power.

WHEREAS, the Solar Photovoltaic Power Plant is engaged in the business of power generation from its plant (5000 KW) situated at Vill- Ghanghreti, Betalghat, District- Nainital, Uttarakhand.

And whereas the aforesaid Power Purchase Agreement dated 31-03-2021 (hereinafter referred as "Original Agreement") has been signed as per Model PPA approved by Hon'ble UERC vide Order dated 02-09-2019. This Supplementary PPA will also be sent to Hon'ble UERC alongwith the PPA dated 31-03-2021 for approval and any changes suggested by UERC will be incorporated in the PPA being executed now.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions set forth herein, it is agreed by and between and parties as follows:

1. The location of the Plant wherever mentioned in Original Power Purchase Agreement shall be substituted by and read as "Vill- Ghanghreti, Betalghat, District- Nainital, Uttarakhand".
2. The Sub Station "Proposed 33 KV Switching Substation at Vill- Vidrampur, P.O- Chakaluwa, Kaladhungi, District- Nainital to be connected to existing 33 KV line connecting both 220 KV Sub-Station, Kamaluaganja & 33/11 KV Sub-Station, Kaladungi, Uttarakhand" wherever mentioned in Original Power Purchase Agreement shall be substituted by and read as "33/11 KV Substation, Betalghat, Nainital, Uttarakhand."
3. Clause 8.2 of the Original Power Purchase Agreement shall be substituted and read as follows:
"Power from the Solar Photovoltaic Power Plant shall be transmitted at 33 kV voltage connected to the 33/11 KV Substation, Betalghat, Nainital, Uttarakhand. owned, maintained and operated by UPCL."
4. The Nodal Officer of UPCL i.e. Executive Engineer, Electricity Distribution Division, Ramnagar wherever mentioned in Original Power Purchase Agreement shall be substituted by and read as "Executive Engineer, Electricity Distribution Division, Nainital".

All other terms and conditions of the Original Power Purchase Agreement signed between M/s PPM SOLAR ENERGY PRIVATE LIMITED and UPCL on dated 31-03-2021 shall remain unaltered and shall apply mutatis mutandis.

IN WITNESS WHEREOF the parties have executed and delivered this supplementary Power Purchase Agreement as of the date first above written.

Company

PPM Solar Energy Pvt. Ltd.

Auth. Represented Signatory
MOHIT KALRA

Corporation
UPCL

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

Witness:

PRASHANT KALLA,

Witness:

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

GSTN-05AALCP0499G1Z7
PAN-AALCP0499G

+91-9837093983

PPM SOLAR ENERGY PVT. LTD.

Annexure - 5

To,
Chief Engineer (Commercial),
Upcl, Dehradun, Uttarakhand

Date- 23/11/2024

Subject- Regarding providing Technical Feasibility Report for LoA Number: 1640 dated 18-01-2021 issued by UREDA and further PPA dated 31-03-2021& Supplementary PPA dated 28-03-2023 with UPCL.

Respected Sir,

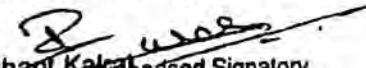
With regard to above referred LoA and PPAs, it is to inform that we have earlier planned to install our 5 MW Solar plant at Vill- Ghanghreti, Betalghat, District- Nainital, Uttarakhand and signed Supplementary PPA on dated 28-03-2023 with UPCL. However, due to some unavoidable circumstances the land was not get acquired and therefore we have not started the installation work there.

Sir, now we have identified a land in Vill- Dharol, Saltward, Near Jakhdar, Tehsil- Nainbag, Tehri Garhwal for setting up my 5 MW Solar Plant and you are humbly requested to kindly provide Technical Feasibility Report for my 5 MW Solar Plant so that Supplementary PPA can be sign at UPCL headquarter and accordingly furtherer necessary action may be initiated for installation of 5 MW Solar Plant.

An early action in this regard will be highly obliged.

Yours Sincerely,

For PPM Solar Energy Pvt. Ltd.


(Prashant Kalia) Authorised Signatory

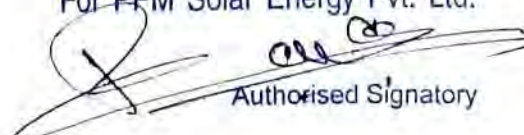
Authorized Signatory

PPM Solar Energy Private Limited


Ex. Meenakshi
18/12

17 Kalvani View, Near Shivam Talkies, Rudrapur, Dist. U.S. Nagar, Uttarakhand, PIN-263153

For PPM Solar Energy Pvt. Ltd.


Authorised Signatory

62

Annexure - 6



Online Public-Data Entry Summary

UKPDE2024090405430

DISTRICT NAME : दिल्ली नगरपालिका BRO : दिल्ली

Appointment Date: 30 Dec 2024

UKPDE2024090405430 From 16 Feb 2023

Appointment Time: 03:30 p.m to 04:30 p.m

30-Dec-2024

3.44:04

Appointment TokenNo:5

Deed/Article Type : Lease

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

Village/Location For Index : इलाहाबाद

Village/Location/Road Selected for Circle Role List : इलाहाबाद

Khowal : Khiloni : 00024

Khasra : 771 1041 1043 1057 1086 1170 1325 1211 1243 1231 1413 808

House/Flat No:

Area : 2,290.0000 वर्ग मीटर

Latitude

Longitude : 0.0000000000

Land Value : 0.00

Construction Value : 0.00

Transaction Value : 0.00

Market Value : 0.00

Advance : 0.00

Lease Period : 27.00

Avg. Rent : 3,124.36

Stamp Duty : 4,500.00

Regn Fees : 2,260.00

Pasting Fees : 100

Page

22

व्यवसायिक निर्माण का विवरण					
क्र.सं	निर्माण का प्रकार	क्षेत्रफल			
आवासीय निर्माण का विवरण					
क्र.सं	निर्माण क्षेत्र	निर्माण का प्रकार	निर्माण तल	आवक वर्ष	छा
निबंधक शुल्क का विवरण					
क्र.सं	मुद्रण की विधि	व्ययपत्र	संवर्धन क्रमांक		
1	Cash	2,260.00			
स्टाम्प शुल्क का विवरण					
क्र.सं	मुद्रण की विधि	व्ययपत्र	संवर्धन क्रमांक	वारी तिथि	स्टॉप विक्रेता आईडी
1	e-Stamp	4,500.00	-	30-Dec-2024	15

Wxy

जिवाजी

Page 1 of 2

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

AppointmentTokenNo:5

क्र. क्रमा	पदनाम का विवरण	संस्था	अवस्था	दिनांक	संस्था	संस्था
1	श्री श्रीराम सिंह एवं श्री गुरुदेव (विवाही) कान-बकरीली, गद्दी मातुर महलीय सैन्यवाह विना रिहरी महवाय Email gopalekhang45@gmail.com	श्री श्रीराम सिंह	Self employed	7817074344	ADHAAR : 843898777502	
2	श्री श्रीराम सिंह एवं श्री गुरुदेव (विवाही) कान-बकरीली, गद्दी मातुर महलीय सैन्यवाह विना रिहरी महवाय Email ganilidutt@gmail.com	श्री श्रीराम सिंह	Self employed	9567111306	ADHAAR : 991567374722	
3	श्री श्रीराम सिंह एवं श्री गुरुदेव (विवाही) कान-बकरीली, गद्दी मातुर महलीय सैन्यवाह विना रिहरी महवाय Email ganilidutt@gmail.com	श्री श्रीराम सिंह	Self employed	8395342532	ADHAAR : 546094277076	
4	श्री श्रीराम सिंह एवं श्री गुरुदेव (विवाही) कान-बकरीली, गद्दी मातुर महलीय सैन्यवाह विना रिहरी महवाय Email ganilidutt@gmail.com	श्री श्रीराम सिंह	Self employed	9410153812	ADHAAR : 943828614292	

Pashupati

+91-9837083983

GSTIN-05AAKCP7274N1Z0

TAN-14RTP07385A

PASHUPATI SOLAR ENERGY PVT. LTD.

BOARD RESOLUTION

CERTIFIED TRUE COPY of the resolution passed in the meeting of the Board of Directors of Pashupati Solar Energy Private Limited held on 09th September 2024 at Registered Office at 17 Kalyani View, Rudrapur, District Udham Singh Nagar, Uttarakhand PIN-263153.

RESOLVED that Pashupati Solar Energy Private Limited has decided to authorize Mr. ANIL DUTT (AADHAR NO. 991567374722) to sign, submit all necessary papers, letters, forms etc. to be submitted by the Pashupati Solar Energy Private Limited in connection with all the works related to Lease Agreement of Land at Vill-Dhakrol, Saltward, Near Jakhdhar, Tehsil- Nainbag, Tehri Garhwal before Sub-Registrar/ Registrar Office (Tehri Garhwal) or any other Government/Non-Government Departments as required from time to time. Sign of Mr. Anil Dutt is being attested below:

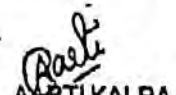
(Anil Dutt)
Authorised Signatory

ON BEHALF OF THE BOARD PASHUPATI SOLAR ENERGY PVT. LTD.




PRASHANT KALRA
(Director)
DIN-06878137




ARTI KALRA
(Director)
DIN-09004668

17 Kalyani View, Near Shyam Talkies, Rudrapur, Distt- U.S. Nagar, Uttarakhand, PIN-263153
Email: prashantkalra2009@gmail.com

Scanned with CamScanner

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory



सत्यमेव जयते



IN-UK66109313981613W

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK66109313981613W
Certificate Issued Date	: 30-Dec-2024 03:24 PM
Account Reference	: NONACC (SV)/ uk1229804/ TEHRI/UK-TG
Unique Doc. Reference	: SUBIN-UKUK122980439343456267492W
Purchased by	: PASHUPATI SOLAR ENERGY PVT LTD
Description of Document	: Article 35 Lease
Property Description	: VILL-DHAKRAULI PATTI-LALUR TEHRI GARHWAL
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GOPAL SINGH
Second Party	: PASHUPATI SOLAR ENERGY PVT LTD
Stamp Duty Paid By	: PASHUPATI SOLAR ENERGY PVT LTD
Stamp Duty Amount(Rs.)	: 4,500 (Four Thousand Five Hundred only)



Please write or type below this line.



0008416028

Statutory Alert:

1. The authenticity of the Stamp Certificate is verified by using the e-Stamp Mobile App of Stock Holding Corporation of India.
2. Any discrepancy in the details of the Stamp Certificate should be reported to the concerned authorities.
3. The onus of checking the authenticity of the Stamp Certificate is on the purchaser.
4. In case of any discrepancy, the purchaser should report it to the concerned authorities.

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

दुर्गा प्रसाद उन्नीयाल
स्टाम्प विक्रेता
कोर्ट कम्प्लाइड, नई दिल्ली

BOARD RESOLUTION

CERTIFIED TRUE COPY of the resolution passed in the meeting of the Board of Directors of Pashupati Solar Energy Private Limited held on 09th September 2024 at Registered Office at 17 Kalyani View, Rudrapur, District Udham Singh Nagar, Uttarakhand PIN-263153.

RESOLVED that Pashupati Solar Energy Private Limited has decided to authorize Mr. ANIL DUTT (AADHAR NO. 991567374722) to sign, submit all necessary papers, letters, forms etc. to be submitted by the Pashupati Solar Energy Private Limited in connection with all the works related to Lease Agreement of Land at Vill-Dhakrol, Saltward, Near Jakhdhar, Tehsil- Nainbag, Tehri Garhwal before Sub-Registrar/ Registrar Office (Tehri Garhwal) or any other Government/Non-Government Departments as required from time to time. Sign of Mr. Anil Dutt is being attested below:

(Anil Dutt)
Authorised Signatory

ON BEHALF OF THE BOARD PASHUPATI SOLAR ENERGY PVT. LTD.



Prashant Kalra
PRASHANT KALRA
(Director)
DIN-06878137



Aarti Kalra
AARTI KALRA
(Director)
DIN-09004668

17 Kalyani View, Near Shyam Talkies, Rudrapur, Distt- U.S. Nagar, Uttarakhand, PIN-263153
Email: prashantkalra2009@gmail.com

WIX *11/9/24*

Scanned with CamScanner

For PPM Solar Energy Pvt. Ltd.

[Signature]
Authorised Signatory



सत्यमेव जयते



IN-UK68109313981613W

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UK68109313981613W

30-Dec-2024 03:24 PM

NONACC (SV)/ uk1229604/ TEHRI/UK-TG

SUBIN-UKUK122960439343456267492W

PASHUPATI SOLAR ENERGY PVT LTD

Article 35 Lease

VILL-DHAKRAULI PATTI-LALUR TEHRI GARHWAL

0

(Zero)

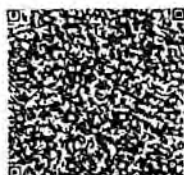
GOPAL SINGH

PASHUPATI SOLAR ENERGY PVT LTD

PASHUPATI SOLAR ENERGY PVT LTD

4,500

(Four Thousand Five Hundred only)



Please write or type below this line



दुर्गा प्रसाद अनियाल
स्टाम्प विक्रेता
कोर्ट कम्पाउण्ड, नई दिल्ली

0008416028

Statutory Alert:

1. The authenticity of this Stamp can be verified by visiting the website www.e-stamp.gov.in or using e-Stamp Mobile App of Stock Holding
2. Any discrepancy in the details of this Stamp shall be the responsibility of the purchaser.
3. The onus of checking the authenticity of the Stamp shall be on the purchaser.
4. In case of any discrepancy, the purchaser shall be responsible for the same.

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

पट्टा विलेख Lease Deed

यह पट्टा विलेख (इसके बाद पट्टा या पट्टा विलेख कहा जायेगा) दिसम्बर 2024 माह के 30 वें दिन उप निबन्धक कार्यालय नई टिहरी, जिला टिहरी गढ़वाल, उत्तराखण्ड में पक्षकारान के बीच निम्न प्रकार निष्पादित किया जायेगा।

गोपाल सिंह पुत्र श्री पुरचन्द (Adhar no. 843698777502) (Mob.7817074344), निवासी-ग्राम-ढकरोली, पट्टी लालूर, तहसील-नैनबाग, जिला-टिहरी गढ़वाल, उत्तराखण्ड इसके बाद इन्हे पट्टेदाता/लीज दाता/प्रथम पक्ष कहा जायेगा जिनकी व्याख्या में जब तक सन्दर्भ से परे न हो उनके कानूनी उत्तराधिकारी, निष्पादक, प्रशासक और प्रथम पक्ष के अनुमत नियुक्त होंगे।
एवं

PASHUPATI SOLAR ENERGY PVT. LTD. 17, कल्याणी व्यू, नियर श्याम टॉकीज, रुद्रपुर, जिला उधमसिंह नगर, उत्तराखण्ड, द्वारा अधिकृत अधोहस्ताक्षरी अनिल दत्त पुत्र श्री गजेन्द्र प्रसाद, निवासी-66, राजीव गाँधी कॉलोनी, गोविन्दगढ़, देहरादून जिला देहरादून उत्तराखण्ड (Adhar No-991567374722) (Mob-9557111306)-जिसे इसके बाद इन्हे पट्टेदार/लीज प्राप्त कर्ता/द्वितीय पक्ष कहा जायेगा जिनकी व्याख्या में जब तक सन्दर्भ से परे न हो उनके कानूनी उत्तराधिकारी, निष्पादक, प्रशासक और प्रथम पक्ष के अनुमत नियुक्त होंगे।

W/X

पु. विलेख

For PPM Solar Energy Pvt. Ltd.


Authorized Signatory

बही संख्या 1 रजिस्ट्रीकरण संख्या 4085 वर्ष 2024

Lease		नजराना रु0 : 0.00		
Lease(Not exceeding 30 years)		औसत वार्षिक		
		किराया रु0 : 0.00		
रजिस्ट्रेशन शुल्क रु0 2260.00	प्रतिलिपि शुल्क रु0 100.00	इलेक्ट्रानिक प्रोसेसिंग शुल्क रु0 240.00	कुल योग रु0 2600.00	शब्द लगभग 1000

श्री PASHUPATI SOLAR ENERGY PVT. LTD. १७, कल्याणी ब्यू, नियर श्याम टाकीज, रुद्रपुर जिला उधमसिंह नगर उत्तराखण्ड द्वारा अधिकृत अघोहस्ताक्षरी अनिल दत्त पुत्र श्री गजेन्द्र प्रसाद निवासी ६६, राजीव गाँधी कॉलोनी, गोविन्दगढ़, देहरादून जिला देहरादून उत्तराखण्ड ने आज दिनांक 30 Dec 2024 समय मध्य 4PM व 5PM को कार्यालय उपनिबन्धक टिहरी में प्रस्तुत किया।



PASHUPATI SOLAR ENERGY PVT.
LTD. १७, कल्याणी ब्यू, नियर श्याम टाकीज.

[Signature]

[Signature]
उपनिबन्धक
टिहरी
30-Dec-2024

इस लेख पत्र का निष्पादन विलेख में लिखित तथ्यों को सुन व समझकर श्री गोपाल सिंह पुत्र श्री पुरचन्द निवासी ग्राम-ढकरोली, पट्टी लालूर तहसील नैनबाग जिला टिहरी गढ़वाल । ने नजराना मुबलिय रु0 0.00 प्रलेखानुसार पाकर निष्पादन स्वीकार किया। इस लेखपत्र का निष्पादन द्वितीय पक्ष श्री PASHUPATI SOLAR ENERGY PVT. LTD. १७, कल्याणी ब्यू, नियर श्याम टाकीज, रुद्रपुर जिला उधमसिंह नगर उत्तराखण्ड द्वारा अधिकृत अघोहस्ताक्षरी अनिल दत्त पुत्र श्री गजेन्द्र प्रसाद निवासी ६६, राजीव गाँधी कॉलोनी, गोविन्दगढ़, देहरादून जिला देहरादून उत्तराखण्ड । ने भी स्वीकार किया।

जिनकी पहचान श्री समीर कुमार पुत्र श्री बचन सिंह निवासी ग्राम-ढकरोली, पट्टी लालूर तहसील नैनबाग जिला टिहरी गढ़वाल तथा श्री आशीष सिंह पुत्र श्री महिपाल सिंह निवासी ग्राम-ढकरोली, पट्टी लालूर तहसील नैनबाग जिला टिहरी गढ़वाल ने की।



[Signature]
उपनिबन्धक
टिहरी
30-Dec-2024

For PPM Solar Energy Pvt. Ltd.

[Signature]
Authorised Signatory

1. यह कि प्रथम पक्ष/पट्टेदाता/लीज दाता ने ग्राम-ढकरीली, पट्टी-लालूर, तहसील-नैनबाग, जिला-टिहरी गढ़वाल, उत्तराखण्ड के खतौनी खाता संख्या 00024 फसली वर्ष 1427-1432 में दर्ज खेत संख्या 771 रक्वा 0.010 हे०, खेत सं०-1041 रक्वा 0.023 हे०, खेत सं०-1043 रक्वा 0.023 हे० खेत सं०-1057 रक्वा 0.011 हे०, खेत सं०-1086 रक्वा 0.013 हे०, खेत सं०-1170 रक्वा 0.018 हे०, खेत सं०-1325 रक्वा 0.010 हे०, खेत सं०-1211 रक्वा 0.045 हे०, खेत सं०-1243 रक्वा 0.013 हे०, खेत सं०-1231 रक्वा 0.010 हे०, खेत सं०-1413 रक्वा 0.025 हे०, खेत सं०-808 रक्वा 0.028 हे० भूमि कुल 12 खेत कुल रक्वा 0.229 हे० याने 2290 वर्ग मीटर पट्टेदाता/प्रथम पक्ष मालिक सहभूमिधर व कब्जेदार स्वामी है उक्त भूमि को नीचे दी गई शर्तों व निबन्धन के अनुसार उक्त भूमि को पट्टे पर देने के लिए सहमत है, उक्त भूमि 27 साल के पट्टे पर लेना स्वीकार कर लिया है तथा पट्टेदार द्वारा उत्तराखण्ड वैकल्पिक ऊर्जा अभिकरण (UREDA) के द्वारा 5 मे०वा० सोलर पावर प्लांट स्थापित करने के लिये आवेदन किया गया है तथा यदि पट्टेदार को सोलर प्लांट आवंटित नहीं होता है तो पक्षकारान उक्त पट्टाविलेख को समर्पण कर देंगे।
2. यह कि पट्टा दिनांक 30.12.2024 से प्रारम्भ होकर 29.12.2051 याने 27 वर्ष के लिए रहेगा उक्त अवधि की समाप्ति के पश्चात् भी पट्टेदार को उक्त भूमि की आवश्यकता होगी, तो आपसी समझौते पर पट्टा बढ़ाया जायेगा। पट्टेदार मु० 3000 रु० प्रतिनाली (लगभग 200 वर्ग मीटर) प्रतिवर्ष की रकम पर उक्त भूमि को पट्टा/किराये पर ले रहा है, यह किराये राशि 10 वर्ष होगी तथा 10 वर्ष के पश्चात् किराया पट्टा राशि 10 प्रतिशत वार्षिक की दर से प्रत्येक 10 वर्ष में वृद्धि की जायेगी, पट्टेदार उक्त भूमि/सम्पत्ति को इस अनुबन्ध के समाप्त होने के पश्चात् अर्थात् 27 वर्ष होने के पश्चात् फिर उपयोग के लिए चाहेंगे, तो प्रथम पक्ष/पट्टादाता की सहमति के उपरान्त कर सकेंगे। अन्यथा भूमि खाली की जायेगी।

अक्ष

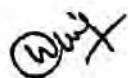
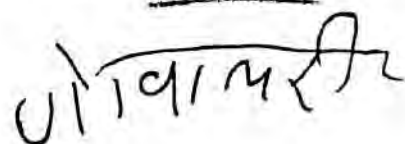
पट्टादाता

For PPM Solar Energy Pvt. Ltd.

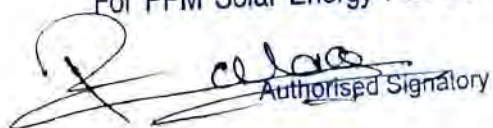
Authorised Signatory

-3-

3. यह कि दोनों पक्षों द्वारा उक्त पट्टे पर दी गई भूमि का वार्षिक किराया वर्तमान में 3000 रु0 प्रतिनाली (लगभग 200 वर्ग मीटर) प्रति वर्ष निर्धारित किया गया है, प्रथम 10 वर्ष के लिए 3,43,500 रु0, द्वितीय 10 वर्ष के लिए 3,77,850 रु0 तथा अन्तिम 7 वर्ष के लिये 2,90,944.50 रु0 याने कुल 27 वर्ष का किराया मु0-10,12,294.50 रु0 तथा औसत वार्षिक किराया 37,492.38 रु0 होता है तथा प्रतिमाह औसत किराया 3124.36 रु0 होता है।
4. यह कि पट्टे पर दी गई भूमि से सम्बन्धित कोई कर या अन्य परिभार समय-समय पर जो कि किसी भी अवधि के लिए देय होगा, पट्टेदार द्वारा अदा किया जायेगा, पट्टेदार अपने नाम से उक्त भूमि पर विद्युत कनेक्शन, जल संयोजन व अन्य उपयोग के कनेक्शन इत्यादि व सौन्दर्यकरण करवा सकता है।
5. यह कि पट्टे पर दी गई भूमि का पट्टेदार को वैधानिक रूप से सौर ऊर्जा प्लांट लगाने के लिए जैसे चाहे इस्तेमाल, उपयोग, उपभोग करने का अधिकार होगा तथा उक्त भूमि पर पट्टेदार को किसी भी प्रकार का व्यक्तिगत या व्यावसायिक उपयोग से सम्बन्धित किसी भी प्रकार का सामान आदि रखने किसी प्रकार का स्थाई निर्माण तथा किसी भी प्रकार की लोडिंग, अनलोडिंग आदि करने का अधिकार होगा।
6. यह कि पट्टेदार को उत्तराखण्ड सरकार द्वारा उक्त वैकल्पिक सोलर पावर प्लांट लगाये जाने हेतु 25 वर्ष के लिए स्वीकृति मिल चुकी है।
7. यह कि पट्टादाता एवं पट्टेदार को पट्टा अनुबन्ध की अवधि के दौरान अनुबन्ध को ऋणदाता बैंक की अनुमति के बिना समाप्त करने का कोई अधिकार नहीं होगा। पट्टादाता उक्त भूमि को उक्त अवधि के दौरान विक्रय नहीं कर सकेंगे।
8. यह कि उत्तराखण्ड सरकार के शासनादेश संख्या 1406/XVIII(II)2019-20(78)2018 द्वारा उत्तराखण्ड (उत्तर प्रदेश जमींदार और भूमि व्यवस्था अधिनियम 1950) (संशोधन) की धारा-150(क) एवं धारा 156 का संशोधन अध्यादेश दिनांक 18.11.2019 के अनुसार भूमि लीज पर दिये जाने का प्राविधान किया गया है।

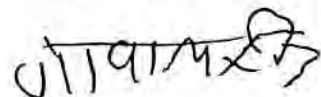
For PPM Solar Energy Pvt. Ltd.



Authorised Signatory

9. यह कि लीजशुदा भूमि का वार्षिक औसत किराया मु0 37,492.38 रु0 है तथा उक्त किराया के 6 गुना मु0 2,25,000 रु0 पर निर्धारित स्टाम्प शुल्क मु0 4500 रु0 अदा किया गया है।
10. यह कि इस पट्टे विलेख में बताये गये अनुसार पट्टादाता यह पुष्टि करता है कि पट्टेदार को परियोजना व इस पट्टे विलेख में दी गई जमीन के पट्टा अधिकारों को किसी भी वित्तीय संस्था से ऋण प्राप्त करने व किसी भी सिक्यूरिटी/गिरवी रखने के लिये पट्टेदाता से अनुमति या अनापत्ति प्रमाणपत्र हासिल करने की कोई जरूरत नहीं होगी और इस पट्टे में पट्टेदार के अधिकार एवं हित ऋणदाताओं के पक्ष में कर सकता है, जिनमें उनके प्रतिनिधि, उत्तराधिकारी, हस्तांतरण, और नियुक्त सम्मिलित है, (परियोजना के लिये ऋणदाता और पट्टेदार इस परियोजना के लिये हासिल किये गये या हासिल किये जाने वाले ऋण के भुगतान के लिये एक सिक्यूरिटी के रूप में रख सकेगा, हालांकि परियोजना के ऋणदाताओं या पट्टेदार का कोई भी अधिकार पट्टे की अवधि से अधिक नहीं होगा जब तक की दोनों द्वारा इसे विस्तारित करने के लिये लिखित में कोई घोषणा नहीं होती है,) पट्टेदाता परियोजना के लिए पट्टेदार के द्वारा लिये गये किसी भी ऋण के लिये जिम्मेदार नहीं होगा, पट्टेदार के पास भूमि पार्सल का स्वामित्व एवं स्वामित्व अधिकारों को गिरवी रखने का अधिकार नहीं है, परन्तु उसके पास भूमि पार्सल पर इस पट्टे के अधिकारों को गिरवी रखने का हक हासिल है, पट्टे की समाप्ति के उपरान्त पट्टेदार एवं उसके ऋणदाताओं का भूमि पार्सल पर कोई अधिकार नहीं होगा, भूमि पर बैंक से पट्टादार ऋण ले सकता है।
11. यह कि पट्टादाता के द्वारा पट्टेदार के मध्य हस्ताक्षरित इस भूमि पट्टा विलेख (Land Lease Deed) से सम्बन्धित भूमि के सापेक्ष उस पर प्रस्तावित/स्थापित 5 मे0वा0 क्षमता के सौर ऊर्जा संयंत्रके विरुद्ध बैंक ऋण बकाया होने की अवधि तक या भूमि पट्टा विलेख (Land Lease Deed) विद्यमान रहने की अवधि तक, जो भी अधिक हो, किसी भी प्रकार का कोई अन्य ऋणभार (Encumbrance) पट्टादाता के द्वारा नहीं लिया जायेगा।



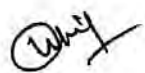
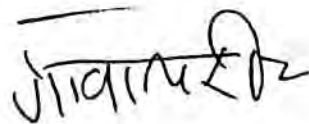


For PPM Solar Energy Pvt. Ltd.

 Authorized Signatory

-5-

12. यह कि पट्टादाता एवं पट्टेदार के मध्य हस्ताक्षरित यह भूमि पट्टा विलेख (Land Lease Deed) ऋण के बकाया होने की तिथि तक उस बैंक, जिसके द्वारा पट्टेदार को 5 मे0वा0 क्षमता के सौर ऊर्जा संयंत्र की स्थापना के लिये ऋण उपलब्ध कराया गया है, की सहमति के बिना समाप्त नहीं किया जा सकता है। तथापि ऋणदाता बैंक के द्वारा उपलब्ध कराये गये ऋण के समाप्त हो जाने के उपरान्त यह भूमि पट्टा विलेख (Land Lease Deed) पट्टादाता एवं पट्टेदार की आपसी सहमति से समाप्त किया जा सकता है।
13. यह कि पट्टादाता एवं पट्टेदार के मध्य हस्ताक्षरित यह भूमि पट्टा विलेख (Land Lease Deed) दिनांक 30.12.2024 से प्रारम्भ होकर 29.12.2051 याने 27 साल की अवधि तक वैध होगा एवं इसमें दी गयी विभिन्न शर्तें दोनों पक्षों पर लागू होंगी।
14. यह कि यदि ऋणदाता बैंक के द्वारा पट्टेदार को Defaulter घोषित कर दिया जाता है तो उस स्थिति में ऋणदाता बैंक इस भूमि पट्टा विलेख (Land Lease Deed) को किसी अन्य पक्ष को नियमानुसार प्रतिस्थापित कर सकता है।
15. यह कि पट्टादाता का प्रस्तावित/स्थापित 5 मे0वा0 क्षमता के सौर ऊर्जा संयंत्रों पर किसी भी प्रकार को कोई हक/अधिकार नहीं होगा।

For PPM Solar Energy Pvt. Ltd.

 Authorised Signatory

प्रथम पक्ष/पट्टा दाता की उंगलियों की छाप

दायें हाथ की अंगुलियों के निशान					
बायें हाथ हाथ की अंगुलियों के निशान					

द्वितीय पक्ष/पट्टाग्रहीता की उंगलियों की छाप-

दायें हाथ की अंगुलियों के निशान					
बायें हाथ हाथ की अंगुलियों के निशान					

WXY

जो वाकरी

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

74



Online Public Data Entry Summary

UKPDE2024090405426

DISTRICT NAME : दिल्ली सरकार SRO : दिल्ली

उत्पत्ति संख्या : 4

UKPDE2024090405426 From 16 Feb 2023

30-Dec-2024

3:19:31

Appointment Date: 30 Dec 2024

Appointment Time: 03:30 p.m to 04:30 p.m

Appointment TokenNo: 2

Deed/Article Type : Lease

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

Village/Location For Index : इकरोनी

Village/Location/Field Selected for Circle Rate List : इकरोनी

Khewat : Khatoni : 00010

Khasra : 767 1024, 1029 1063 1063 1096 1181 1220

House/Flat No:

Area : 1,120.0000 वर्ग मीटर

Latitude : -

Longitude : 0.0000000000

Land Value : 0.00

Construction Value : 0.00

Transaction Value : 0.00

Market Value : 0.00

Advance : 0.00

Lease Period : 27.00

Avg. Rent : 1,528.07

Stamp Duty : 2,300.00

Regn Fee : 1,120.00

Pasting Fees : 100

Page : 22

अवसाधिक निर्माण का विवरण					
क्र.सं.	निर्माण का प्रकार	विवरण			
आवासीय निर्माण का विवरण					
क्र.सं.	निर्माण क्षेत्र	निर्माण का प्रकार	निर्माण का नाम	आवक वर्ष	पता
निबंधन शुल्क का विवरण					
क्र.सं.	निबंधन की विधि	व्यय	संवर्धन व्यय		
1	Cash	1,120.00			
स्टाम्प शुल्क का विवरण					
क्र.सं.	निबंधन की विधि	व्यय	संवर्धन व्यय	वारी दिनांक	स्टाम्प विवेका नं.
1	e-Stamp	2,300.00		30-Dec-2024	15

Wing

समीर

Page 1 of 2

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

Print Date: 30 Dec 2024

Appointment Time: 03:30 p.m to 04:30 p.m

Appointment TokenNo: 2

पञ्चकार का प्रकार पञ्चकार का विवरण		पञ्चकारों का विवरण			
विवरण	विवरण	विवरण	विवरण	विवरण	विवरण
विशेष / प्रथम पक्ष श्री गभीर कुमार पुत्र श्री धनन सिंह निवासी ग्राम-बनरौली, पट्टी लालपुर तहसील नैनीताल जिला दिहरी गढ़वाल Email :sameerkumar74@gmail.com	समीर	Self employed	6395342932	ADHAAR 846094277078	
द्वितीय पक्ष श्री PASHUPATI SOLAR ENERGY PVT. LTD. (उ. कल्याणी ब्यू. निबर स्थान टाकीय, कन्नपुर जिला उपमण्डल नगर उत्तराखण्ड द्वारा अधिकृत अधीनस्थानी अजित दत्त पुत्र श्री गजेन्द्र प्रसाद निवासी १६, राजीव गांधी पोलोनी, गोबिन्दगढ़, देहरादून जिला देहरादून उत्तराखण्ड Email :ganidull@gmail.com	अजित	Self employed	9557111308	ADHAAR 991587374722	
तृतीय पक्ष श्री गीतामणि सिंह पुत्र श्री गुरुदत्त निवासी ग्राम-बनरौली, पट्टी लालपुर तहसील नैनीताल जिला दिहरी गढ़वाल	गीतामणि	Self employed	7817074344	ADHAAR 843698777502	
चतुर्थ पक्ष श्री गीतामणि सिंह पुत्र श्री गुरुदत्त सिंह निवासी ग्राम-बनरौली, पट्टी लालपुर तहसील नैनीताल जिला दिहरी गढ़वाल	गीतामणि	Self employed	9410153812	ADHAAR 943828614292	

Deed Writer /Advocate Name :D.Dumoga Adv.

For PPM Solar Energy Pvt. Ltd.

Page 2 of 2

Authorised Signatory

समीर कुमार
Sameer Kumar
जन्म तिथि / DOB: 13/09/1991
पुरुष / Male

5460 9427 7076

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता: स/O राजेंद्र प्रसाद, 66, राजीव गांधी कॉलोनी, नरसिंह
गढ़, देहरादून, उत्तराखण्ड - 249105
Address: S/O Rajendra Prasad, 66, RAJEEV GANDHI
COLONY, GOVIND GAKH Dehradun,
Dehradun, Uttarakhand - 249105

समीर

5460 9427 7076

1847 | Help @ uidai.gov.in | 1925

अनिल दुल्ल
Anil Dull
जन्म तिथि/DOB: 07/11/1982
पुरुष / MALE

9915 6737 4722
VID : 9176 8830 1587 8424

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता: स/O राजेंद्र प्रसाद, 66, राजीव गांधी कॉलोनी, नरसिंह
गढ़, देहरादून, उत्तराखण्ड - 248001
Address: S/O Rajendra Prasad, 66, RAJEEV GANDHI
COLONY, GOVIND GAKH Dehradun,
Dehradun, Uttarakhand - 248001

9915 6737 4722
VID : 9176 8830 1587 8424

1847 | Help @ uidai.gov.in | 1925

गोपाल सिंह
Gopal Singh
जन्म तिथि/DOB: 15/07/1970
पुरुष / MALE

8436 9877 7502
VID : 9199 5025 3292 7722

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता: स/O गोपाल सिंह, 10, राजीव गांधी कॉलोनी, नरसिंह
गढ़, देहरादून, उत्तराखण्ड - 249186
Address: S/O Gopal Singh, DHANOKI, Dehradun,
PO: Tera, Dist: Tehri Garhwal,
Uttarakhand - 249186

8436 9877 7502
VID : 9199 5025 3292 7722

1847 | Help @ uidai.gov.in | 1925

अनिल दुल्ल
Anil Dull
जन्म तिथि/DOB: 1981/1981
पुरुष / MALE

8438 2881 4292

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता: स/O अनिल दुल्ल, 10, राजीव गांधी कॉलोनी, नरसिंह
गढ़, देहरादून, उत्तराखण्ड - 249186
Address: S/O Anil Dull, DHANOKI, Dehradun,
PO: Tera, Dist: Tehri Garhwal,
Uttarakhand - 249186

8438 2881 4292
VID : 9199 5025 3292 7722

1847 | Help @ uidai.gov.in | 1925

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory



PASHUPATI SOLAR ENERGY PVT. LTD.

401-8837093983

GSTIN-06AAKCP7274H1ZQ
TAN-14ARTP07385A

BOARD RESOLUTION

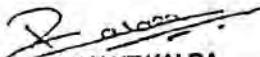
CERTIFIED TRUE COPY of the resolution passed in the meeting of the Board of Directors of Pashupati Solar Energy Private Limited held on 08th September 2024 at Registered Office at 17 Kalyani View, Rudrapur, District Udham Singh Nagar, Uttarakhand PIN-263153.

RESOLVED that Pashupati Solar Energy Private Limited has decided to authorize Mr. ANIL DUTT (AADHAR NO. 991567374722) to sign, submit all necessary papers, letters, forms etc. to be submitted by the Pashupati Solar Energy Private Limited in connection with all the works related to Lease Agreement of Land at Vill-Dhakrol, Saltward, Near Jakhdhar, Tehsil- Nainbag, Tehri Garhwal before Sub-Registrar/ Registrar Office (Tehri Garhwal) or any other Government/Non-Government Departments as required from time to time. Sign of Mr. Anil Dutt is being attested below:

(Anil Dutt)
Authorised Signatory

ON BEHALF OF THE BOARD PASHUPATI SOLAR ENERGY PVT. LTD.




PRASHANT KALRA
(Director)
DIN-06678137




AARTI KALRA
(Director)
DIN-09004668

17 Kalyani View, Near Shyam Talkies, Rudrapur, Distt- U.S. Nagar, Uttarakhand, PIN-263153
Email: prashantkalra2009@gmail.com

Wux

समीर Scanned with CamScanner

For PPM Solar Energy Pvt. Ltd.


Authorised Signatory



सत्यमेव जयते



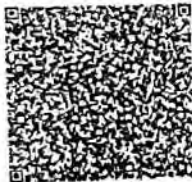
IN-UK00107370018035W

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK00107370018035W
 Certificate Issued Date : 30-Dec-2024 03:21 PM
 Account Reference : NONACC (SV)/ UK1229804/ TEHRI/ UK-TG
 Unique Doc. Reference : SUBIN-UKUK122980430341137023209W
 Purchased by : PASHUPATI SOLAR ENERGY PVT LTD
 Description of Document : Article 35 Lease
 Property Description : VILL-DHAKRAULI PATTI-LALUR TEHRI GARHWAL
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SAMEER KUMAR
 Second Party : PASHUPATI SOLAR ENERGY PVT LTD
 Stamp Duty Paid By : PASHUPATI SOLAR ENERGY PVT LTD
 Stamp Duty Amount(Rs.) : 2,300
 (Two Thousand Three Hundred only)



Please write or type below this line



दुर्गे प्रसाद उनियाल
 स्टाम्प विक्रेता
 कोर्ट कम्पाउण्ड, गढ़ टिहरी

सतीर 1807 0008416027

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shrestamp.com or using e-Stamp Mobile App of Stick Holding.
2. Any discrepancy in the details of this Certificate is available on the website / Mobile App (as mentioned).
3. The duty of checking the authenticity is on the user of this certificate.
4. In case of any discrepancy please refer to the Court/Police Authority.

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

पट्टा विलेख Lease Deed

-7

N

यह पट्टा विलेख (इसके बाद पट्टा या पट्टा विलेख कहा जायेगा) दिसम्बर 2024 माह के 30 वें दिन उप निबन्धक कार्यालय नई टिहरी, जिला टिहरी गढ़वाल, उत्तराखण्ड में पक्षकारान के बीच निम्न प्रकार निष्पादित किया जायेगा।

समीर कुमार पुत्र श्री बचन सिंह (Adhar no. 546094277076) (Mob.6395342532), निवासी-ग्राम-ढकरौली, पट्टी लालूर, तहसील-नैनबाग, जिला-टिहरी गढ़वाल, उत्तराखण्ड इसके बाद इन्हे पट्टेदाता/लीज दाता/प्रथम पक्ष कहा जायेगा जिनकी व्याख्या में जब तक सन्दर्भ से परे न हो उनके कानूनी उत्तराधिकारी, निष्पादक, प्रशासक और प्रथम पक्ष के अनुमत नियुक्त होंगे।
एवं

PASHUPATI SOLAR ENERGY PVT. LTD. 17, कल्याणी व्यू नियर श्याम टॉकीज, रुद्रपुर, जिला उधमसिंह नगर, उत्तराखण्ड, द्वारा अधिकृत अधोहस्ताक्षरी अनिल दत्त पुत्र श्री गजेन्द्र प्रसाद, निवासी-88, राजीव गाँधी कॉलोनी, गोविन्दगढ़, देहरादून जिला देहरादून उत्तराखण्ड (Adhar No-991567374722) (Mob-9557111306)-जिसे इसके बाद इन्हे पट्टेदार/लीज प्राप्त कर्ता/द्वितीय पक्ष कहा जायेगा जिनकी व्याख्या में जब तक सन्दर्भ से परे न हो उनके कानूनी उत्तराधिकारी, निष्पादक, प्रशासक और प्रथम पक्ष के अनुमत नियुक्त होंगे।

①

समीर

For PPM Solar Energy Pvt. Ltd.

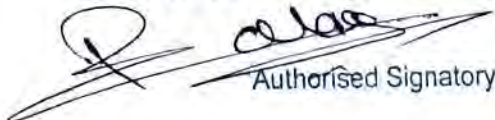

Authorised Signatory

1. यह कि प्रथम पक्ष/पट्टेदाता/लीज दाता ने ग्राम-ढकरीली, पट्टी-लालूर, तहसील-नैनबाग, जिला-टिहरी गढ़वाल, उत्तराखण्ड के खतौनी खाता संख्या 00010 फसली वर्ष 1427-1432 में दर्ज खेत संख्या 787 रकबा 0.010 हे०, खेत सं०-1024 रकबा 0.020 हे०, खेत सं०-1029 रकबा 0.013 हे० खेत सं०-1063 रकबा 0.018 हे०, खेत सं०-1083 रकबा 0.010 हे०, खेत सं०-1096 रकबा 0.013 हे०, खेत सं०-1181 रकबा 0.015 हे०, खेत सं०-1220 रकबा 0.013 हे०, कुल 8 खेत कुल रकबा 0.112 हे० याने 1120 वर्ग मीटर पट्टेदाता/प्रथम पक्ष मालिक सहभूमिधर व कब्जेदार स्वामी है उक्त भूमि को नीचे दी गई शर्तों व निबन्धन के अनुसार उक्त भूमि को पट्टे पर देने के लिए सहमत है, उक्त भूमि 27 साल के पट्टे पर लेना स्वीकार कर लिया है तथा पट्टेदार द्वारा उत्तराखण्ड वैकल्पिक ऊर्जा अभिकरण (UREDA) के द्वारा 5 मे०वा० सोलर पावर प्लांट स्थापित करने के लिये आवेदन किया गया है तथा यदि पट्टेदार को सोलर प्लांट आवंटित नहीं होता है तो पक्षकारान उक्त पट्टाविलेख को समर्पण कर देंगे।
2. यह कि पट्टा दिनांक 30.12.2024 से प्रारम्भ होकर 29.12.2051 याने 27 वर्ष के लिए रहेगा उक्त अवधि की समाप्ति के पश्चात् भी पट्टेदार को उक्त भूमि की आवश्यकता होगी, तो आपसी समझौते पर पट्टा बढ़ाया जायेगा। पट्टेदार मु० 3000 रु० प्रतिनाली (लगभग 200 वर्ग मीटर) प्रतिवर्ष की रकम पर उक्त भूमि को पट्टा/किराये पर ले रहा है, यह किराये राशि 10 वर्ष होगी तथा 10 वर्ष के पश्चात् किराया पट्टा राशि 10 प्रतिशत वार्षिक की दर से प्रत्येक 10 वर्ष में वृद्धि की जायेगी, पट्टेदार उक्त भूमि/सम्पत्ति को इस अनुबन्ध के समाप्त होने के पश्चात अर्थात् 27 वर्ष होने के पश्चात् फिर उपयोग के लिए चाहेंगे, तो प्रथम पक्ष/पट्टादाता की सहमति के उपरान्त कर सकेंगे। अन्यथा भूमि खाली की जायेगी।

①

समीर

For PPM Solar Energy Pvt. Ltd.


Authorised Signatory

3. यह कि दोनों पक्षों द्वारा उक्त पट्टे पर दी गई भूमि का वार्षिक किराया वर्तमान में 3000 रु० प्रतिनाली (लगभग 200 वर्ग मीटर) प्रति वर्ष निर्धारित किया गया है, प्रथम 10 वर्ष के लिए 1,88,000 रु०, द्वितीय 10 वर्ष के लिए 1,84,800 रु० तथा अन्तिम 7 वर्ष के लिये 1,42,298 रु० याने कुल 27 वर्ष का किराया मु० 4,95,096 रु० तथा औसत वार्षिक किराया 18,336.88 रु० होता है तथा प्रतिमाह औसत किराया 1528.07 रु० होता है।
4. यह कि पट्टे पर दी गई भूमि से सम्बन्धित कोई कर या अन्य परिभार समय-समय पर जो कि किसी भी अवधि के लिए देय होगा, पट्टेदार द्वारा अदा किया जायेगा, पट्टेदार अपने नाम से उक्त भूमि पर विद्युत कनेक्शन, जल संयोजन व अन्य उपयोग के कनेक्शन इत्यादि व सौन्दर्यकरण करवा सकता है।
5. यह कि पट्टे पर दी गई भूमि का पट्टेदार को वैधानिक रूप से सौर ऊर्जा प्लांट लगाने के लिए जैसे चाहे इस्तेमाल, उपयोग, उपभोग करने का अधिकार होगा तथा उक्त भूमि पर पट्टेदार को किसी भी प्रकार का व्यक्तिगत या व्यावसायिक उपयोग से सम्बन्धित किसी भी प्रकार का सामान आदि रखने किसी प्रकार का स्थाई निर्माण तथा किसी भी प्रकार की लोडिंग, अनलोडिंग आदि करने का अधिकार होगा।
6. यह कि पट्टेदार को उत्तराखण्ड सरकार द्वारा उक्त वैकल्पिक सोलर पावर प्लांट लगाये जाने हेतु 25 वर्ष के लिए स्वीकृति मिल चुकी है।
7. यह कि पट्टादाता एवं पट्टेदार को पट्टा अनुबन्ध की अवधि के दौरान अनुबन्ध को ऋणदाता बैंक की अनुमति के बिना समाप्त करने का कोई अधिकार नहीं होगा। पट्टादाता उक्त भूमि को उक्त अवधि के दौरान विक्रय नहीं कर सकेंगे।
8. यह कि उत्तराखण्ड सरकार के शासनादेश संख्या 1406/XVIII(II)2019-20(78)2018 द्वारा उत्तराखण्ड (उत्तर प्रदेश जमींदार और भूमि व्यवस्था अधिनियम 1950) (संशोधन) की धारा-150(क) एवं धारा 156 का संशोधन अध्यादेश दिनांक 18.11.2019 के अनुसार भूमि लीज पर दिये जाने का प्राविधान किया गया है।

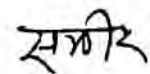
②

समीर

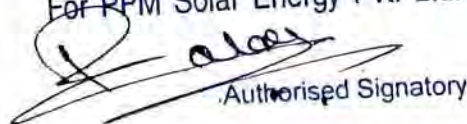
For PPM Solar Energy Pvt. Ltd.
[Signature]
Authorised Signatory

-4-

9. यह कि लीजहोदा भूमि का वार्षिक औसत किराया मु० 18,338.88 रु० है तथा उक्त किराया के 6 गुना मु० 1,11,000 रु० पर निर्धारित स्टाम्प शुल्क मु० 2300 रु० अदा किया गया है।
10. यह कि इस पट्टे विलेख में बताये गये अनुसार पट्टादाता यह पुष्टि करता है कि पट्टेदार को परियोजना व इस पट्टे विलेख में दी गई जमीन के पट्टा अधिकारों को किसी भी वित्तीय संस्था से ऋण प्राप्त करने व किसी भी सिक्यूरिटी/गिरवी रखने के लिये पट्टेदाता से अनुमति या अनापत्ति प्रमाणपत्र हासिल करने की कोई जरूरत नहीं होगी और इस पट्टे में पट्टेदार के अधिकार एवं हित ऋणदाताओं के पक्ष में कर सकता है, जिनमें उनके प्रतिनिधि, उत्तराधिकारी, हस्तांतरण, और नियुक्त सम्मिलित है, (परियोजना के लिये ऋणदाता और पट्टेदार इस परियोजना के लिये हासिल किये गये या हासिल किये जाने वाले ऋण के भुगतान के लिये एक सिक्यूरिटी के रूप में रख सकेगा, हालांकि परियोजना के ऋणदाताओं या पट्टेदार का कोई भी अधिकार पट्टे की अवधि से अधिक नहीं होगा जब तक की दोनों द्वारा इसे विस्तारित करने के लिये लिखित में कोई घोषणा नहीं होती है,) पट्टेदाता परियोजना के लिए पट्टेदार के द्वारा लिये गये किसी भी ऋण के लिये जिम्मेदार नहीं होगा, पट्टेदार के पास भूमि पार्सल का स्वामित्व एवं स्वामित्व अधिकारों को गिरवी रखने का अधिकार नहीं है, परन्तु उसके पास भूमि पार्सल पर इस पट्टे के अधिकारों को गिरवी रखने का हक हासिल है, पट्टे की समाप्ति के उपरान्त पट्टेदार एवं उसके ऋणदाताओं का भूमि पार्सल पर कोई अधिकार नहीं होगा, भूमि पर बैंक से पट्टादार ऋण ले सकता है।
11. यह कि पट्टादाता के द्वारा पट्टेदार के मध्य हस्ताक्षरित इस भूमि पट्टा विलेख (Land Lease Deed) से सम्बन्धित भूमि के सापेक्ष उस पर प्रस्तावित/स्थापित 5 मे०वा० क्षमता के सौर ऊर्जा संयंत्र के विरुद्ध बैंक ऋण बकाया होने की अवधि तक या भूमि पट्टा विलेख (Land Lease Deed) विद्यमान रहने की अवधि तक, जो भी अधिक हो, किसी भी प्रकार का कोई अन्य ऋणभार (Encumbrance) पट्टादाता के द्वारा नहीं लिया जायेगा।

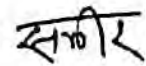
For RPM Solar Energy Pvt. Ltd.



Authorised Signatory

-5-

12. यह कि पट्टादाता एवं पट्टेदार के मध्य हस्ताक्षरित यह भूमि पट्टा विलेख (Land Lease Deed) ऋण के बकाया होने की तिथि तक उस बैंक, जिसके द्वारा पट्टेदार को 5 मे0वा0 क्षमता के सौर ऊर्जा संयंत्र की स्थापना के लिये ऋण उपलब्ध कराया गया है, की सहमति के बिना समाप्त नहीं किया जा सकता है। तथापि ऋणदाता बैंक के द्वारा उपलब्ध कराये गये ऋण के समाप्त हो जाने के उपरान्त यह भूमि पट्टा विलेख (Land Lease Deed) पट्टादाता एवं पट्टेदार की आपसी सहमति से समाप्त किया जा सकता है।
13. यह कि पट्टादाता एवं पट्टेदार के मध्य हस्ताक्षरित यह भूमि पट्टा विलेख (Land Lease Deed) दिनांक 30.12.2024 से प्रारम्भ होकर 29.12.2051 याने 27 साल की अवधि तक वैध होगा एवं इसमें दी गयी विभिन्न शर्तें दोनों पक्षों पर लागू होंगी।
14. यह कि यदि ऋणदाता बैंक के द्वारा पट्टेदार को Defaulter घोषित कर दिया जाता है तो उस स्थिति में ऋणदाता बैंक इस भूमि पट्टा विलेख (Land Lease Deed) को किसी अन्य पक्ष को नियमानुसार प्रतिस्थापित कर सकता है।
15. यह कि पट्टादाता का प्रस्तावित/स्थापित 5 मे0वा0 क्षमता के सौर ऊर्जा संयंत्रों पर किसी भी प्रकार को कोई हक/अधिकार नहीं होगा।

For PPM Solar Energy Pvt. Ltd.

 Authorised Signatory

प्रथम पक्ष/पट्टा दाता की उंगलियों की छाप

दाये हाथ की अंगुलियों के निशान					
बाये हाथ हाथ की अंगुलियों के निशान					

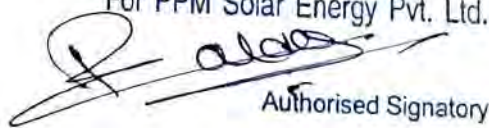
द्वितीय पक्ष/पट्टाग्रहीता की उंगलियों की छाप-

दाये हाथ की अंगुलियों के निशान					
बाये हाथ हाथ की अंगुलियों के निशान					

②X

सगीर

For PPM Solar Energy Pvt. Ltd.


Authorised Signatory

अतः आज दिनांक 30.12.2024 को इस अनुबन्ध को करने वाले पट्टादाता/पट्टेदार निम्न गवाहों की उपस्थिति में हस्ताक्षर करके निष्पादित किया जाता है।

समीर

ह0 प्रथम पक्ष/पट्टादाता

अम

ह0 द्वितीय पक्ष/पट्टेदार

रचियता

देवेन्द्र सिंह कुमरेणा

देवेन्द्र दामोदर
टेल्फोन नं०-०९, मो.-9412076539
लोह आखाण्ड बई टिहरी
पिन-223004, UP-224992

गोपाल सिंह

गवाह

1. गोपाल सिंह पुत्र श्री पुरचन्द, निवासी-ग्राम-ढकरौली, पट्टी-लालूर, तहसील नैनबाग, जिला टिहरी गढ़वाल, उत्तराखण्ड।
आधार नं०-843698777502
Mob. 7817074344

आशीष

2. आशीष सिंह पुत्र श्री महिपाल सिंह, निवासी-ग्राम-ढकरौली, पट्टी-लालूर, तहसील नैनबाग, जिला टिहरी गढ़वाल, उत्तराखण्ड।
आधार नं०- 943828614292
Mob. 9410153812

For PPM Solar Energy Pvt. Ltd.

Authorised Signatory

86

बही संख्या 1 जिल्द 1482 के पृष्ठ 269 से 292 पर क्रमांक 4084 पर आज दिनांक
30 Dec 2024 को रजिस्ट्रीकरण किया गया।

Kaini
रजिस्ट्रीकर्ता अधिकारी /
उप-निबंधक, टिहरी
30 Dec 2024



For PPM Solar Energy Pvt. Ltd.

Authorized Signatory

[Signature]

₹ 50 अधिवक्ता सामाजिक सुरक्षा अधिवक्ता ₹ 50
कल्याणकारी स्टाम्प
निधि योजना, उत्तराखण्ड
रुपया पचास Rupees Fifty

क्रमांक B 68867

Annexure - 7



अभिभाषक पत्र

न्यायालय Before The Uttarakhand Electricity Regulatory Commission देहरादून
वाद / अभियोग / अपील / पनः निरीक्षण / प्रार्थना पत्र संख्या वर्ष 20

वादी } M/s. PPM Solar Energy Pvt. Ltd.	अपीलार्थी प्रार्थी	प्रतिवादी } विपरीत UPCL Lokesh (Propose) प्रत्युत्तरदाता विपक्षी
--	-----------------------	---

मैं / हम M/s PPM Solar Energy Pvt. Ltd., Reg. office - F7, Kalyani Vihar Colony, Shyam
Talkies Road, Rudrapur, Uttam Singh Nagar, U.K. Mr. H. Anand Lal Singh, Mr. Prashant
Katra s/o Shri Shyam Sunolar Katra, R/o Flat No-305, Indus B, Omaze Riviera, Nainital Highway, Rudrapur
मैंने / हमने उपरोक्त बार्द में अपनी ओर से श्री A K T Nayagi & Kamal Tomer एडवोकेट U.S.N. UK-263753
को नियत शुल्क पर उपरोक्त न्यायालय में कार्य करने के निमित्त निर्वाचित किया है।

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

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

For PPM Solar Energy Pvt. Ltd.
हस्ताक्षर
Authorised Signatory

हस्ताक्षर

साक्षी

साक्षी

अभिभाषक पत्र स्वीकार है

KAMAL TOMAR Advocate
Reg. No. UK-117/2020
Mob.: 8171351335

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

एडवोकेट देहरादून

दिनांक य०के० / यू०पी० पंजीकरण संख्या वर्ष

सूत्र विपरीत

न्यायालय
संख्या

PPM SOLAR ENERGY PVT. LTD.

Ref. No:

Date: 20.03.2021

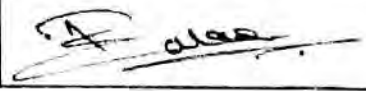
CERTIFIED COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF PPM SOLAR ENERGY PRIVATE LIMITED HELD ON 20/03/2021 AT THE REGISTERED OFFICE OF COMPANY AT 17 KALYANI VIEW COLONY SHYAM TALKIES ROAD RUDRAPUR Udham Singh Nagar, UK, PIN-263153 at 11.00 A.M.

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 20-03-2021 and has been duly recorded in the minute book of the aforesaid company kept U/s 118.

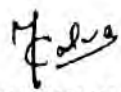
RESOLUTION NO. 1 AUTHORITY FOR SOLAR PV POWER PROJECT

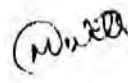
"RESOLVED THAT Mr. PRASHANT KALRA whose Adhaar No. is 701375508019 is authorized to act on behalf of company with respect to solar pv power project awarded to us as per LOA No. 1703/UREDA/03(1)-SPV-214-3/UPCL-RPO/2019-20 (Vol-3) dated 01-Nov-2019. He is authorized to attend meetings and PPA on our behalf."

"RESOLVED FURTHER THAT signature of Mr. PRASHANT KALRA 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
PRASHANT KALRA	

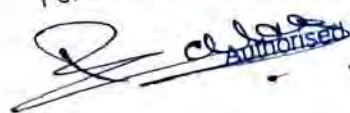
ON BEHALF OF THE BOARD
PPM SOLAR ENERGY PRIVATE LIMITED


MOHIT KALRA
(Director)


MUKTA KALRA
(Director)

17 Kalyani View, Near Shyam Talkies, Rudrapur, Distt- U.S. Nagar, Uttarakhand, PIN-263153
Email: prashantkalra2009@gmail.com

For PPM Solar Energy Pvt. Ltd.


Authorized Signatory

Scanned with CamScanner

भारत सरकार
Government of India



प्रशांत कालरा
Prashant Kalra
जन्म तिथि/DOB: 15/08/1985
पुल्ल/ MALE



7013 7550 8019

VID: 9163 4056 7240 6760

मेरा आधार, मेरी पहचान


भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
S/O श्याम सुन्दर कालरा, फ्लैट न 305 इंदुस बी ओमक्षे
रेवीएरा, नैताल हाइवे, रुद्रपुर, उधम सिंह नगर,
उत्तराखण्ड - 263153

Address:
S/O Shyam Sundar Kalra, flat no 305
indus b omaxe reviera, naintal highway,
Rudrapur, Udham Singh Nagar,
Uttarakhand - 263153



QR Code with Photograph

7013 7550 8019

VID: 9163 4056 7240 6760

1947

[Handwritten Signature]