

**BEFORE THE UTTARAKHAND ELECTRICITY REGULATORY COMMISSION****INDEX**

**IN THE MATTER OF:** Petition Seeking Review of UERC's Order Dated 27<sup>th</sup> 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:** Mr. Madan Singh Jeena S/o Shri Khem Singh Jeena, R/o- 36, Vill- Gangarkot, Post Suyalbari, Gangarkot, District- Nainital, Uttarakhand, Pin-263135.

.....**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**

| <b>S. No.</b> | <b>Particulars</b>                                                  | <b>Page No.</b> |
|---------------|---------------------------------------------------------------------|-----------------|
| 1.            | Petition                                                            | 3-16            |
| 2.            | Affidavit verifying the accompanying petition                       | 17-20           |
| 3.            | Annexure-1, Copy of order dated 27 March 2025                       | 21-27           |
| 4.            | Annexure-2, Copy of Letter of Award (LOA No. 746), dated 18-07-2019 | 28              |
| 5.            | Annexure-3, Copy of Power Purchase Agreement dated 05-12-2019       | 29-53           |



|     |                                                                                                                                                   |       |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 6.  | Annexure-4, Copy of Supplementary Power Purchase Agreement (PPA), dated 31.10.2022.                                                               | 54-55 |
| 7.  | Annexure-5, The copy lease deeds                                                                                                                  | 56-65 |
| 8.  | Annexure-6, Copy of TFR dated 02-11-2024                                                                                                          | 66-68 |
| 9.  | Annexure-7, Copy of the letter dated 31.12.2025 to UREDA requesting a further extension of the project commissioning deadline till 31 March 2025. | 69    |
| 10. | Annexure- 8, Vakalatnama along with IDs.                                                                                                          | 70-71 |



**Mr. Madan Singh Jeena**  
(Petitioner)

File No.....

Case No.....

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The humble Petitioner most respectfully sheweth:

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

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





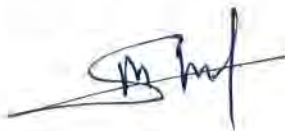
- II. Section 94(1) in The Electricity Act, 2003 stipulated as under:  
*"The Appropriate Commission shall, for the purposes of any inquiry or proceedings under this Act, have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 (5 of 1908) in respect of the following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

## 2. Limitation: -

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

## 3. Facts of the case: -

1. The Petitioner was allotted a solar power plant of 300 KWp capacity by UREDA after participating in a tender process bearing E-Tender/RfP No.: 02/UREDA/Grid Connect/RfP/2019-20, Dated 13-02-2019. The letter of award for the said allotment was received by the Petitioner on 18/07/2019 (LOA No. 746 of 18/07/2019). A photocopy of the said Letter of Award is being annexed as **Annexure No-2**.
2. That the Petitioner's 300 KWp Solar Power plant was initially proposed to be established at Village Gangarkot, Post office-Suyalbari, Koshya- Kutoli, District-Nainital, Uttarakhand.
3. That the Hon'ble Commission, on various occasions, granted extensions to the control period of the benchmark capital cost and the generic tariff to developers, inter alia, due to the impact of COVID-19. These extensions were granted from time to time since the inception of the scheme, with the last such extension being granted up to 15-11-2021.

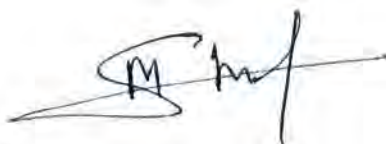


4. That the Petitioner had initially proposed to establish his 300 kW solar power plant at Village Gangarkot, Koshya-Kutoli, District Nainital, Uttarakhand, in respect of which a Power Purchase Agreement (PPA) dated 05.12.2019 was duly executed. The said location was chosen by the Petitioner as he possessed self-owned land in the village, thereby obviating the need for leasing land and reducing project costs accordingly. A copy of the said PPA is annexed herewith and marked as **Annexure No.- 3** for the kind perusal of this Hon'ble Commission.
5. That at the time of executing the PPA and acquiring the technical feasibility, the only available electricity line in the vicinity of the proposed site was a 33 kV line leading to the nearest substation. However, being a first-time developer and lacking technical expertise, the Petitioner was not aware that interconnecting through a 33 kV line, as opposed to a lower voltage line, would substantially escalate the overall cost of power evacuation, thereby impacting the financial viability of the project.
6. That evacuation of power through the 33 kV line would have necessitated significant alterations and additional infrastructure, including the installation of a different category of circuit breaker, transformer, and transmission wires than what would have been required for evacuation through a lower voltage line. Furthermore, since tapping is not permitted on a 33 kV line, the Petitioner would have been compelled to construct a separate, small-scale substation at his own cost.
7. That although the aforesaid infrastructure was not ultimately constructed, it became apparent upon further understanding of the technical requirements that proceeding with evacuation through the 33 kV line would have escalated the overall cost of the project by at least Rs. 30 lakhs, thereby rendering the solar power plant financially unviable for the Petitioner.

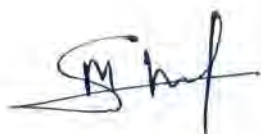




8. That in light of the above technical and financial constraints, the Petitioner was compelled to take the decision of changing the project site. Accordingly, a new site was identified and selected in Village Baguna Chak, District Almora, Uttarakhand. Necessary requests were made and the technical feasible was sanctioned for the new location prior to the execution of the Supplementary Power Purchase Agreement (PPA), which was duly executed on 31.10.2022. A copy of the said Supplementary PPA is annexed herewith and marked as **Annexure No.-4** for the kind perusal of this Hon'ble Commission.
9. 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.
10. That thereafter, the Petitioner engaged an EPC (Engineering, Procurement and Construction) contractor for undertaking the construction of the solar power plant at the newly identified site. However, to the Petitioner's great hardship, the said EPC contractor, despite having received an initial advance amount, failed to commence any construction work at the site. Repeated requests and follow-ups by the Petitioner yielded no result, and the said contractor has neither initiated the project work nor returned the funds received. As a result, a dispute has arisen between the Petitioner and the said EPC contractor, which remains unresolved as on date. Consequently, the construction and commissioning of the solar plant was kept in abeyance for a prolonged period, further delaying the progress of the project.
11. That the prolonged non-initiation of construction work by the EPC contractor created a sense of restlessness and mistrust among the local villagers who had given to their land on lease to the Petitioner for the establishment of the solar plant. The continued inaction led the villagers to doubt whether the project would ever materialize, and consequently, they withdrew their support and demanded that the Petitioner abandon the project site, expressing their unwillingness to continue with the lease arrangement any further.



12. That despite having a valid lease agreement for the land at the second project site, the Petitioner was ultimately compelled to abandon the said site as well, owing to the non-cooperative attitude of the villagers. The persistent resistance and lack of support from the landowners created an atmosphere of uncertainty and hostility, which the Petitioner reasonably apprehended would severely hinder not only the construction but also the future operation and maintenance of the solar plant. In such circumstances, it became prudent and necessary for the Petitioner to explore an alternative location in order to ensure the viability and smooth execution of the project. The copy of the said lease deeds is annexed herewith and marked as **Annexure No.-5**.
13. That thereafter, the Petitioner came in contact with Fidato Consultant, a company engaged in providing EPC (Engineering, Procurement and Construction) services in the solar energy sector. Upon understanding the difficulties faced by the Petitioner, the said company extended its assistance by identifying and suggesting a new feasible location for setting up the solar power plant. The location proposed by Fidato Consultant was situated in Village Thali, Tehsil Mori, District Uttarkashi, Uttarakhand, which was found to be suitable from both technical and logistical standpoints.
14. That the Petitioner, upon finalization of the new site in Uttarkashi, promptly applied for the sanction of a TFR for the said location and successfully received the same on 02.11.2024. However, by the time the TFR was sanctioned, there remained only approximately two months within which the Petitioner was required to execute the lease deed, obtain the necessary bank loan, and complete the construction and commissioning of the solar plant. It is respectfully submitted that such critical steps, involving procedural and financial formalities, could not have been completed within the limited time frame available, unless a reasonable extension was granted. The Technical Feasibility Report in respect of the new site is annexed herewith and marked as **Annexure No.-6** for the kind perusal of this Hon'ble Authority.





15. That the Petitioner, having encountered multiple impediments as detailed hereinabove in its endeavor to establish the solar power plant, after having put in extensive efforts over a prolonged period, the Petitioner was finally optimistic about setting up the solar power plant and thus addressed a letter dated 31.12.2025 to UREDA requesting a further extension of the project commissioning deadline till 31 March 2025. 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. The extension request letter is attached and marked as **Annexure no.-7**.
16. That the Petitioner made every possible effort; however, the circumstances remained beyond the Petitioner's control, and the outcome has been unfortunate. The delay that has occurred is despite persistent and bona fide efforts, made with the pure and sincere intention of developing the proposed solar power and because the petitioner faced unforeseen challenges that impeded the timely progression of the project.
17. That the petitioner has invested substantial personal resources, including hard-earned capital, considerable time and dedicated effort, towards the establishment of the solar power plant. These investments underscore the petitioner's sincere commitment to the project's realization.

#### 4. Cause of Action: -

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





**5. Grounds of Relief: -**

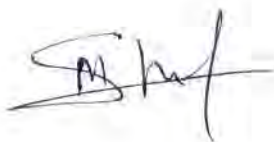
- 5.1 That it is respectfully submitted that the Hon'ble Commission sought information regarding the successful developers from UREDA, and based solely on the information so furnished, proceeded to pass the impugned order cancelling the Letters of Award (LOAs). It is submitted that UREDA was neither in a position nor under a legal obligation to adequately represent the case of the Petitioner. Consequently, relevant facts and material evidence pertaining to the Petitioner's project were not placed before the Hon'ble Commission. The Petitioner submit that the principles of natural justice require that an opportunity of hearing ought to have been afforded to the concerned developers prior to the passing of any adverse order, particularly an order involving cancellation of the LOAs. The impugned decision has been taken without giving the Petitioner an opportunity to be heard, despite the fact that significant time, effort, and financial investment has already been made in furtherance of the project. The non-observance of audi alteram partem has thus caused grave prejudice to the Petitioner.
- 5.2 That without prejudice to the other grounds raised herein, the Petitioners respectfully submit that the rationale adopted by the Hon'ble Commission in cancelling the Letters of Award (LOAs), on the premise that the Uttarakhand Solar Energy Policy, 2013 has been repealed upon the enforcement of the Uttarakhand State Solar Policy, 2023, fails to consider the broader policy objectives enshrined in the new Solar Policy itself. The Uttarakhand State Solar Policy, 2023, in fact, sets forth significantly more ambitious targets, seeking to achieve solar capacity addition of approximately 2500 MW. The projects awarded under the 200 MW scheme would meaningfully contribute to the attainment of these enhanced targets.
- 5.3 It is further submitted that, as of now, there is no indication of any fresh tender being issued by the concerned department in the near future. This position is also acknowledged and affirmed by UPCL itself in its reply to the Suo Moto proceedings which have culminated in the present order



under review. In such circumstances, cancelling the LOAs rather than facilitating their execution will only hinder the realization of the State's renewable energy objectives.

- 5.4 Moreover, it is respectfully submitted that the very efficacy and credibility of future schemes is undermined when past schemes, floated under statutory policies and acted upon by developers in good faith, are not fulfilled or allowed to reach completion. If projects already awarded under earlier schemes are abruptly cancelled without due consideration of the developers' investments and the prevailing ground realities, it raises serious concerns about the sanctity and enforceability of future policy initiatives and tenders. This not only discourages investor confidence but also defeats the long-term vision of scaling up solar power capacity in the State.
- 5.5 It is pertinent to note that India has set a national target of achieving 500 GW of non-fossil fuel-based energy capacity by the year 2030, with solar energy playing a central role in this transition. Of this, a specific target of 280 GW of solar capacity has been set. The success and implementation of State-level projects, including those under the 200 MW scheme, form a critical component of India's contribution toward these national goals under its international climate commitments. The cancellation of such projects runs counter to both State and national renewable energy ambitions.
- 5.6 That the Hon'ble Commission, vide its order dated 15.12.2019, while adjudicating upon the petition concerning the revival of bids submitted by unsuccessful bidders under the 200 MW Solar PV Scheme, clearly delineated the scope of its jurisdiction. It was unequivocally held that:

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





*plants, and approval or otherwise of the RfP comes under the purview of GoUK."*

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

- 5.7 That having thus expressly confined its role to tariff determination and regulatory oversight, the Commission cannot now act contrary to its own findings and assume a role that lies exclusively with the executive authority namely, UREDA or the Government of Uttarakhand. In particular, the direction to cancel the Letter of Award (LoA) an administrative function clearly falls outside the Commission's jurisdiction as acknowledged in its own order dated 15.12.2019.
- 5.8 That the Commission, on past occasions as well as UREDA, has granted extensions on the condition that any delay beyond the dates set in the respective extension orders would attract the lower of-
  - (i) the prevailing tariff for the relevant financial year, as extended from time to time, or
  - (ii) the tariff determined through competitive bidding/PPA.
- 5.9 That the Petitioner humbly requests a final extension on the same terms and undertakes to accept the lower of the applicable tariffs. This arrangement will, in fact, be beneficial to the DISCOM, as it will enable them to procure electricity from the Petitioner at a reduced tariff.
- 5.10 That it is most respectfully submitted that the Hon'ble Commission may be pleased to adopt a broad, purposive, and benevolent approach while considering the present review, particularly in light of the foundational objectives enshrined in the Uttarakhand Solar Policy, 2013. The petitioner humbly submits that grant of a final opportunity for extension would



be in consonance with the very spirit and purpose of the policy, which aims inter alia:

- a) To promote green and clean power using solar energy to reduce the dependence on conventional sources of energy like coal, gas and oil.
- b) To create direct and indirect employment opportunities in the State.
- c) To create conditions conducive to the involvement of investors in RE projects.
- d) To enhance the use of solar energy source that assist in mitigating environmental pollution.

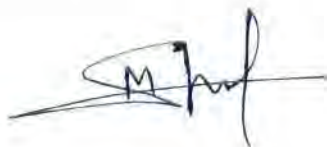
The Petitioner's project is aligned with the above-stated objectives, and a final opportunity for extension would enable the realization of these goals in letter and spirit.

- 5.11 That upon realization of the technical and financial impracticality of the first site, the Petitioner shifted the project to a second site in Village Baguna Chak, District Almora, Uttarakhand, where lease arrangements were made and a TFR was sanctioned prior to the execution of a Supplementary Power Purchase Agreement (PPA) on 31.10.2022.
- 5.12 That the Petitioner appointed an EPC contractor to execute the project at the second site, but the said contractor failed to initiate any work despite accepting advance payment and has refused to return the funds, thereby stalling the project indefinitely and causing undue hardship to the Petitioner.
- 5.13 That the delay and inaction on part of the EPC contractor created mistrust among the local villagers who had leased their land for the project, ultimately resulting in their withdrawal of consent and demand for abandonment of the site, thereby making construction and future operations unviable.





- 5.14 That the Petitioner, even though in possession of a valid lease, was forced to abandon the second site owing to the villagers' non-cooperation and hostility, and was left with no option but to relocate the project again.
- 5.15 That the Petitioner subsequently engaged Fidato Consultant, a professional solar EPC firm, which assisted in identifying a new technically feasible site at Village Thali, Tehsil Mori, District Uttarkashi, Uttarakhand.
- 5.16 That the Petitioner obtained the TFR for the new site on 02.11.2024, but was left with insufficient time (approximately two months) to complete essential steps such as execution of lease deed, securing of bank finance, and commissioning of the plant before the deadline.
- 5.17 That the inability to meet these requirements within the limited time frame was not due to any fault or negligence of the Petitioner but due to circumstances beyond his control, including the failure of the earlier EPC contractor and withdrawal of land support by villagers.
- 5.18 That the Petitioner understands that there has been a significant delay, but it is submitted that the delay was neither intentional nor due to any negligence. Rather, it was the result of genuine, unavoidable difficulties. The Petitioner has consistently acted in good faith, made sincere efforts, and remained committed to the successful implementation of the project throughout this period.
- 5.19 That it is respectfully submitted that the considerable time, effort, and financial investment already made particularly in the search and acquisition of suitable land and the lease executed thereto will be rendered futile and result in irreparable loss to the Petitioner if the extension is not granted.
- 5.20 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.

A handwritten signature in black ink, appearing to be 'M. J. Singh', is written at the bottom of the page.

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

#### **6. Details of Remedy Exhausted:**

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

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

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

#### **8. Relief Sought:**

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

- a) Admit and allow the present Review Petition filed against the order dated 27.03.2025;
- b) Review and recall the order dated 27.03.2025, whereby the Letter of Award (LoA) issued to the Petitioner was directed to be cancelled;
- c) Grant an extension of the commissioning date for the Petitioner's solar power project up to December 2025, considering the genuine difficulties faced in acquiring land in hilly terrain and the practical challenges of executing construction during the monsoon season;





- d) Pass such other and further orders as this Hon'ble Commission may deem just, fair, and proper in the facts and circumstances of the case.

**9. Interim Order, if any, prayed for:**

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

**10. Details of Index**

| S. No. | Particulars                                                                                       | Page No. |
|--------|---------------------------------------------------------------------------------------------------|----------|
| 1.     | Petition                                                                                          | 3-16     |
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| 10.    | Annexure- 8, Vakalatnama along with IDs.                                                          | 70-71    |

**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**

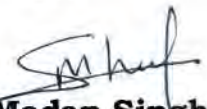
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8. Vakalatnama along with IDs.



**Mr. Madan Singh Jeena**  
(Petitioner)

**Verification: -**

I, **Madan Singh Jeena** do hereby verify, that the contents of Para 1 to 12 are true and correct to my best of knowledge.



**Mr. Madan Singh Jeena**  
(Petitioner)





File No.....

Case No.....

**BEFORE THE UTTARAKHAND ELECTRICITY REGULATORY COMMISSION**

**INDEX**

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

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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. Madan Singh Jeena S/o Shri Khem Singh Jeena, R/o- 36, Vill- Gangarkot, Post Suyalbari, Gangarkot, District- Nainital, Uttarakhand, Pin-263135**, the deponent named above, do hereby solemnly affirm and state on oath as under:-

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



  
(Deponent)

I, **KAMAL TOMAR** 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.

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

Solemnly affirmed before me on this 26<sup>th</sup> 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.



**ATTESTE (Notary Public)**

**RAJENDER SINGH NEGI**  
Advocate & NOTARY  
Chamber No. 92, 1st Floor  
Opposite Bar Office  
Collectorate Court Compound  
Dehradun (Uttarakhand)



Before

21

Annexure No -1

## UTTARAKHAND ELECTRICITY REGULATORY COMMISSION

Petition No.: 35 of 2025 (Suo-Moto)

### In the matter of:

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

### CORAM

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

Date of Order: March 27, 2025

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

### 1. Background

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

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

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

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





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

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

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



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

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

## 2. Commission's view and decision

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

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

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

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

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



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

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

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

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

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



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

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

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

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

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

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





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

- 2.6 Further, it is worth mentioning that the scheme for 200 MW was launched under Solar Energy Policy of Uttarakhand, 2013 which has been repealed in entirety after coming into effect of Uttarkhand State Solar Policy, 2023. Based on the above discussion, the Commission does not find any justified ground to allow extension to successful bidders who are yet to develop solar PV projects because the sole purpose of 200 MW Scheme was to develop solar power plant to meet out the renewable purchase obligation of UPCL and the same is being met by UPCL as discussed in the above paragraphs of this Order. Besides numerous time extensions allowed to the bidders defeats the sole purpose of bidding. Accordingly, UREDA is directed to cancel the LoA issued to such developers in accordance with the relevant provisions of RfP.
- 2.7 With regard to UREDA's request for allowing retendering against 5.6 MW capacity of 24 nos. of successful bidders who have not submitted any information regarding physical and financial status of allotted capacity alongwith earlier surrendered capacity of 2.5 MW through reverse tariff based competitive bidding, the Commission would like to reiterate that the said capacity was part of the Scheme that was launched under Solar Energy Policy of Uttarakhand, 2013 which has already been repealed by Uttarakhand State Solar Policy, 2023. Since the quantum of re-tendering is also part of the aforementioned 200 MW Scheme (under Solar Energy Policy of Uttarakhand, 2013), i.e. for fulfilling the renewable purchase obligation of UPCL, which in light of the aforementioned discussion does not find any relevance. Hence, such request also cannot be acceded to.

3. Ordered accordingly.

(Anurag Sharma)  
Member (Law)

(M.L. Prasad)  
Chairman

Annexure No-2

|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <b>Uttarakhand Renewable Energy Development Agency (UREDA)</b><br>(Department of Renewable Energy, Govt. of Uttarakhand)<br>Urja Park Campus, Industrial Area, Patel Nagar, Dehradun -248001<br>Ph. 0135-2521553, 2521387, Fax: 0135-2521386,<br>Website: <a href="http://www.ureda.uk.gov.in">www.ureda.uk.gov.in</a> E-mail: <a href="mailto:rpo.uredahq@gmail.com">rpo.uredahq@gmail.com</a> |  |
|                                                                                   | No. <b>746 /UREDA/03(1)-SPV-214-2/UPCL-RPO/2019-20 (Vol-2)</b> Dated: <b>18 July, 2019</b>                                                                                                                                                                                                                                                                                                      |  |

Letter of Award (LoA)

To,

Madan Singh Jeena,  
 Village Gangarkot, Koshya-Kutoli, Nainital  
 Mob : 9411378103  
 Email: [madanjeena.jj@gmail.com](mailto:madanjeena.jj@gmail.com), [mtiyagi005@gmail.com](mailto:mtiyagi005@gmail.com)

Sub: **Letter of Award (LoA) for procurement of power from 300 KWp capacity Grid Connected Solar PV Power Project Under type-1 of Uttarakhand Solar Energy Policy-2013 (Amended-2018)**

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

Sir,

With reference to your participation in above referred E-tender, 300 KWp capacity Grid Connected Solar PV Power Project is being awarded to you for installation as per following details:-

| Particulars                                                                                           | Details                                                                                            |
|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Awarded capacity                                                                                      | 300 KWp                                                                                            |
| Levellised Gross tariff per KWh                                                                       | Rs. 4.29 (Rupees four twenty nine paisa Only)                                                      |
| Proposed Location                                                                                     | Vill. Gangarkot, Po Suyalbari Koshya-Kutoli, Nainital                                              |
| Submission of Contract Performance Guarantee as per clause no. 2.16.1 of RfP in the form of DD/FDR/BG | Within 30 days from date of issue of this LoA.                                                     |
| Financial closure, Possession of the required Land and Grant of Grid connectivity                     | Within 300 days from date of issue of this LoA                                                     |
| Last date of Commercial Operation                                                                     | 30/06/2020 (In case of delay, the prevailing tariff as decide by Hon'ble UERC shall be applicable) |

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

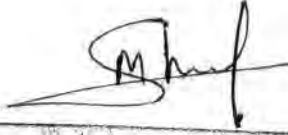
You are requested to get the PPA signed with UPCL at the earliest and execute the project timely as per above time schedule. In case as per clause no. 2.16.1 of RfP, a "Project Company" is to be formulated by you for the purpose of supply of power, it should be formed within 30 days from the date of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

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

Yours Sincerely

21

(Capt. Alok Shekhar Tiwari)  
 Director, UREDA







सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

|                           |                                           |
|---------------------------|-------------------------------------------|
| Certificate No.           | : IN-UK50900430341155R                    |
| Certificate Issued Date   | : 05-Dec-2019 11:08 AM                    |
| Account Reference         | : NONACC (SV)/ uk1204904/ DEHRADUN/ UK-DH |
| Unique Doc. Reference     | : SUBIN-UKUK120490404300574056916R        |
| Purchased by              | : MADAN SINGH JEENA                       |
| Description of Document   | : Article Miscellaneous                   |
| Property Description      | : NA                                      |
| Consideration Price (Rs.) | : 0<br>(Zero)                             |
| First Party               | : MADAN SINGH JEENA                       |
| Second Party              | : UTTARAKHAND POWER CORPORATION LTD       |
| Stamp Duty Paid By        | : MADAN SINGH JEENA                       |
| Stamp Duty Amount(Rs.)    | : 100<br>(One Hundred only)               |



ROHIT KUMAR  
Stamp Vendor  
Court Compound, Dehradun

## POWER PURCHASE AGREEMENT

.....Please write on the line.....

Uttarakhand Power Corporation Limited  
AND  
Shri. Madan Singh Jeena

THIS AGREEMENT is made this 05<sup>th</sup> day of December, 2019 (hereinafter called the Effective Date), between Shri. Madan Singh Jeena, Vill- Gangarkot, Koshya-Kutoli, Nainital hereinafter called the "Solar Photovoltaic Power Plant", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the first part, and Uttarakhand Power Corporation Limited a Company registered under the Company's Act, 1956, having its Registered Office at V.C.V. Gabar Singh Urja Bhawan, Kanwali Road, Dehradun, hereinafter called "UPCL", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the second part.

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

WHEREAS, the Solar Photovoltaic Power Plant is engaged in the business of power generation situated at Vill- Gangarkot, Near Navodaya School, 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

AND

WHEREAS the Solar Photovoltaic Power Plant has undertaken to implement the power project by installing plant and equipment having installed capacity of 300 KW situated at Vill- Gangarkot, Near Navodaya School, District- Nainital, Uttarakhand.

AND WHEREAS, the Solar Photovoltaic Power Plant desires to sell entire/surplus 300 KW energy scheduled to be generated in the Solar Photovoltaic Power Plant's facility.

And

UPCL agrees to purchase entire/surplus 300 KW energy generated from such capacity by the Solar Photovoltaic Power Plant for sale, under the terms and conditions set forth herein, and

"WHEREAS the Solar Photovoltaic Power Plant, agrees to purchase power for it's auxiliaries from UPCL in a situation when the Solar Photovoltaic Power Plant, is not in a position to generate electricity to meet the requirement of its own use or for start up the plant and UPCL agrees to supply such power to plant as per Regulation 47 of the Uttarakhand Electricity Regulatory Commission as provided in Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-Solar Photovoltaic Power Plants) 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-Solar Photovoltaic Power Plants) Regulations, 2018 as amended from time to time and as per Hon'ble UERC order dated 02-09-2019 vide which Model PPA alongwith tariff in the matter has been approved, and the rules framed there under. The words/expressions listed below shall have the meanings respectively assigned hereunder.

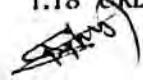
- 1.1 'Main Meter' means Import and Export Meter on the basis of which energy accounting and billing of electricity shall be done by the Solar Photovoltaic Power Plant/UPCL
- 1.2 'Check Meter' means Import and Export Meter for performing a check on the accuracy of the Main Meter.
- 1.3 'CoD' means date of commercial operation or Commissioning (CoD) shall be considered as the date of first injection of power into the licensee's grid after

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



completion of project in all respect subsequent to compliance of all the following pre-requisites:

- (a) Installation of energy meter as certified by the concerned Executive Engineer (Distribution) of the distribution licensee.
  - (b) Project completion report as verified by UREDA, the State nodal agency.
  - (c) Issuance of Clearance Certificate by the Electrical Inspector.
  - (d) Further, such generator has to demonstrate minimum 75% Performance Ratio based on the rated installed capacity in kW or MW at the time of inspection for initial commissioning.
- 1.4 'Export Meter' means Main Meter installed at the interconnection point for measurement of Active Energy, Maximum demand and Power Factor for energy exported from the Solar Photovoltaic Power Plant to UPCL 33/11 kV Substation Garampani, Uttarakhand."
  - 1.5 'Energy Account Month' means period from 00 hrs of 1<sup>st</sup> day to 24 hrs of last day of the billing month.
  - 1.6 'Sub Station' means 33/11 kV Substation Garampani, 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 33/11 kV Substation Garampani, Uttarakhand."
  - 1.8 'Bill' means a bill raised, that includes all charges to be paid by UPCL with respect to sale of power by the Solar Photovoltaic Power Plant to UPCL.
  - 1.9 'State Transmission Utility (STU)' means Power Transmission Corporation of Uttarakhand Limited (PTCUL) being the transmission utility specified so by the Government of Uttarakhand.
  - 1.10 'TOD' means "Time of day", for the purpose of Metering.
  - 1.11 'UERC' means the Uttarakhand Electricity Regulatory Commission.
  - 1.12 'Wheeling' means the operation whereby the distribution system and associated facilities of a transmission licensee or distribution licensee, as the case may be, are used by another person for the conveyance of electricity on payment of charges to be determined under section 62 of the Electricity Act 2003.
  - 1.13 'Regulations' means the Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-Solar Photovoltaic Power Plants) Regulations, 2018 as amended from time to time as amended from time to time.
  - 1.14 'State Grid Code (SGC)' means the Uttarakhand Electricity Regulatory Commission (State Grid Code) Regulations, 2016 specified under clause(h) of subsection(1) of section 86 of the Act by Uttarakhand Electricity Regulatory Commission or its subsequent amendment thereof.
  - 1.15 'Distribution Code' means the Uttarakhand Electricity Regulatory Commission (Distribution Code) Regulations, 2018 as amended from time to time.
  - 1.16 'Inter-connection Point" in respect of all the RE based Solar Photovoltaic Power Plants, except Grid interactive Roof Top and Small Solar PV Power Projects, shall mean interface point of renewable energy generating facility with the transmission system or distribution system which shall be line isolator on outgoing feeder on HV side of generator transformer;  
Provided that in respect of Grid interactive rooftop & Small Solar PV projects, Inter-connection Point shall mean the interface of solar power generation facility under net metering arrangement with the network of licensee and shall normally be the point where export/import meter is installed to measure the energy transfer between the licensee and the eligible consumer.
  - 1.17 'Commission' means the Uttarakhand Electricity Regulatory Commission (UERC).
  - 1.18 'UREDA' means Uttarakhand Renewable Energy Development Agency.





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



- 1.19 'Due Date' shall mean the thirtieth (30th) day after a Monthly Bill or a Supplementary Bill is faxed/mailed/handed over to the Buyer and confirmed telephonically by the Buyer and by which date such Monthly Bill or Supplementary Bill is payable by Buyer.

## 2. POWER PURCHASE AND SALE

- 2.1 UPCL shall accept and purchase entire/surplus 300 KW of power made available to UPCL system from Solar Photovoltaic Power Plant @ Rs. 4.29 intimated by UREDA vide letter no. 746/UREDA/03(1)-SPV-214-2/UPCL-RPO/2019-20 (Vol-2) dated 18-07-2019 (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 30<sup>th</sup> June 2020 in accordance with the Order dated 01-02-2019 passed by Hon'ble Commission. However, if the plant is commissioned after 30<sup>th</sup> June 2020, 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-Solar Photovoltaic Power Plants) Regulations, 2018 as amended from time to time.
- 2.4 The Solar Photovoltaic Power Plant and UPCL shall comply with all the regulations issued by UERC from time to time including but not limited to Uttarakhand Electricity Grid Code, Open Access Regulations, SLDC Regulations to the extent they are applicable to them.
- 2.5 The Project developed on conventional solar PV technology should have a minimum CUF of 12% in any given contract year. In case the Solar Photovoltaic Power Plant fails to supply energy pertaining to minimum CUF in a contract year then the Solar Photovoltaic Power Plant shall pay a penalty equal to 10% of the project tariff to UPCL, for such shortfall in units.  
Further if the Solar Photovoltaic Power Plant achieves the CUF greater than 22% for Solar PV in any given contract year, the applicable Tariff shall be 50% of the project tariff for such additional generated power above 22% CUF from the Solar Photovoltaic Power Plant.

## 3. MAINTENANCE REQUIREMENT OF THE SOLAR PHOTOVOLTAIC POWER PLANT

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

## 4. SUPPLY SCHEDULE

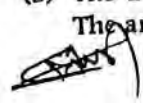
The Solar Photovoltaic Power Plant shall furnish to UPCL and the State Load Despatch Centre (SLDC), a month-wise Supply Schedule and other information, as required in the Regulations and SGC as amended from time to time or provisions of any other regulation in that regard or as desired otherwise.

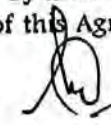
## 5. BILLING PROCEDURE AND PAYMENTS

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



- 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 should also be certified by the representative of UPCL. Soft copy of the MRI shall also be submitted.
- 5.2 The Monthly Bill in triplicate along with supported documents viz. Joint Meter Readings and the MRI document (Bill & Check Meter) duly signed by Executive Engineer (Distribution), Executive Engineer (Test) UPCL of the concerned division within 3 days after the meter reading is taken and where either of the authorised officer is not available during these three days signature of one officer should suffice with load survey data of previous 35 days raised by the Solar Photovoltaic Power Plant shall be delivered to UPCL at office of Chief Engineer (Commercial), Gabar Singh Bhawan Kanwali Road Dehradun on or before the fifth (5th) working day of the following month hereinafter called the Monthly Bill date.
- 5.3 UPCL shall make full payment against such Monthly Bills to the Solar Photovoltaic Power Plant from the date of the receipt of original monthly bill alongwith complete documents mentioned in 5.1. & 5.2 with following rebate options:-
  - i. For payment of bills through the letter of credit on presentation or if payment made within 5 working days, a rebate of 2% shall be allowed.
  - ii. Where payments are made by a mode other than through the letter of credit but within a period of one month of presentation of bills by the Solar Photovoltaic Power Plant, a rebate of 1% shall be allowed.
- 5.4 For default in payment beyond 60 days from the billing, a surcharge at the rate of 1.25(%) percent per month or part thereof shall be levied on the billed amount.
- 5.5 The bills raised by the Solar Photovoltaic Power Plant shall be paid in full subject to the conditions that:-
  - (i) There is no apparent arithmetical error in the bill(s).
  - (ii) The bill(s) is/are claimed as per tariff referred to in Para 2 of this agreement. They are in accordance with the energy account referred to in Para 14 of this agreement.
- 5.6 In case of any dispute regarding the bill raised by the Solar Photovoltaic Power Plant, UPCL shall file a written objection with the Solar Photovoltaic Power Plant within fifteen days of receipt of the bill giving full particulars of the disputed item(s), with full details/data and reasons of discrepancies and amount disputed against each item. The Solar Photovoltaic Power Plant shall resolve the above with UPCL within 30 working days.
- 5.7 In case, the dispute is not resolved within 30 working days as provided in para 5.6 above, and in the event it is decided to proceed with the Arbitration as provided in para 23 of this agreement, then UPCL shall pay 100% of the disputed amount forthwith and refer the dispute for arbitration as provided in this agreement. The amount of excess/ shortfall with respect to the said disputed amount on final award of arbitration shall be paid/ adjusted but in case of excess, the adjustment shall be made with interest at rate 1.25% per month from the date on which the amount in dispute was refundable by the Solar Photovoltaic Power Plant to UPCL.
- 5.8 **PAYMENT SECURITY MECHANISM (Letter of Credit):**
  - (a) UPCL will open a Letter of Credit (LC) with a public sector scheduled bank at least one month prior to the commencement of power supply from the Solar Photovoltaic Power Plant which would be exercised by the Solar Photovoltaic Power Plant only in case of default in the payments by the UPCL beyond due date. All the bank charges for opening/maintaining LC shall be borne by the UPCL.
  - (b) The LC shall be kept valid at all the time during the validity of this Agreement. The amount of LC shall be reviewed annually.





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



- (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 | - | 300 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          | - | $\{[105120 \times (3.30)] / 12\} \times 105\%$<br>= Rs. 30,353.00 |

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

## 6. PARALLEL OPERATIONS

- 6.1 After receiving the request from the Solar Photovoltaic Power Plant, in writing, the Distribution Licensee shall allow the Solar Photovoltaic Power Plant to interconnect and operate its Generating Plant in parallel with its distribution network, subject to fulfillment of terms and conditions of this agreement, by the Solar Photovoltaic Power Plant.
- 6.2 The Solar Photovoltaic Power Plant shall be allowed connectivity at 33/11 kV Substation Garampani, 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 such operating procedures on its side of the electric interconnection with UPCL system, as are consistent with applicable laws, rules and regulations, the terms and conditions of this Agreement, provisions of the SGC, and other related guidelines, if any, issued by UERC, SLDC and UPCL.
- 7.2 All electrical equipments shall be installed in compliance with the requirements of the Director of Electrical Safety, Government of Uttarakhand and safety specifications of the Central Electricity Authority (CEA) under section 53 of the Electricity Act, 2003.

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



- 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 existing 33/11 kV Substation Garampani, Uttarakhand owned, maintained and operated by UPCL/STU without limitations, switching equipment, communication, protection, control, meters and metering devices etc, for the incoming bay(s) for the Project Line(s) to be installed and maintained by Solar Photovoltaic Power Plant/UPCL at the cost to be borne by the Solar Photovoltaic Power Plant, to enable the evacuation of electrical output from the project in accordance with the Agreement. 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 and to the 33/11 kV Substation Garampani, Uttarakhand owned, maintained and operated by UPCL/STU.
- 8.3 If the Solar Photovoltaic Power Plant opts to construct evacuation system including the line upto the nearest sub-station of the UPCL/STU, the cost of laying the transmission line up-to the 33/11 kV Substation Garampani, Uttarakhand owned, maintained and operated by UPCL/STU, the required bay, terminal equipments and associated synchronization equipments, etc shall be borne as per clause 41 (3) of UERC regulation 2018 by the owner.
- 8.4 Technical standards for construction of electrical lines and connectivity with the grid shall be as per clause 41 (1) of UERC regulation 2018.
- 8.5 Maintenance of terminal equipment at the generating end and the dedicated transmission line owned by such Solar Photovoltaic Power Plant and maintenance of the terminal equipment(s) at the 33/11 kV Substation Garampani, 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.

*[Signature]*

*[Signature]*



- 8.8 Without limiting the foregoing, the Solar Photovoltaic Power Plant and UPCL shall, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the State Grid Code Regulations, State Distribution Code Regulations, CEA (Safety requirements for Construction, Operation & Maintenance of Electrical Plants and Electric Lines) Regulations, 2011, CEA (Technical Standards for construction of Electric Plants and Electric Lines) Regulations, 2010, CEA (Technical Standard for Connectivity in the Grid) Regulations, 2007 & CEA (Measures relating to Safety and Electric Supply) Regulations, 2010 read with their amendments issued from time to time and directions of Director Electrical Safety (GOU) and Safety requirements as specified by the Authority under section 53 of the Indian Electricity Act, 2003.
- 8.9 The interconnection facilities, to be provided by the Solar Photovoltaic Power Plant are set forth in Annexure IV attached hereto and made a part hereof.

## 9. PROTECTIVE EQUIPMENT & INTERLOCKING

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

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

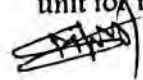
- 10.1 On request, UPCL shall provide reasonable technical assistance to the Solar Photovoltaic Power Plant in preparing the design and specifications of the required facilities and for laying down the standard operating and maintenance procedures. The Solar Photovoltaic Power Plant, however, shall be responsible for procurement, installation, testing, maintenance and operation of the electrical system installed in the Solar Photovoltaic Power Plant's premises.
- 10.2 Notwithstanding the above, UPCL shall not be responsible for any damage caused to the electrical system/generating set of the Solar Photovoltaic Power Plant on account of errors or defects in the design, procurement, installation, testing, maintenance and operation of the system.

## 11. ARRANGEMENTS AT THE POINT OF SUPPLY

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

## 12. SYNCHRONISATION

- 12.1 The Solar Photovoltaic Power Plant shall give at least sixty (60) days advance written notice of the date on which it intends to synchronize a unit of the plant with the grid system, to the Nodal Officer of UPCL (Executive Engineer, Electricity Distribution Division, Nainital) with the copy to the CE (Comm.), Gabar Singh Bhawan, Dehradun, UPCL. The authorized representative of the Solar Photovoltaic Power Plant and the Nodal Officer of UPCL shall inspect the unit which the Solar Photovoltaic Power Plant intends to synchronize to the Grid System within Seven days after being notified in writing by the Solar Photovoltaic Power Plant about the readiness of the unit for the synchronization with the grid.






- 12.2 The Solar Photovoltaic Power Plant shall synchronize its power generating set in consultation with the Executive Engineer, Electricity Distribution Division, Nainital in-charge of the 33/11 kV Substation Garampani, 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, Nainital) of UPCL and shall inform the date of commencement of delivery of power to the designated officials (Executive Engineer, Electricity Distribution Division, Nainital) 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 ABT and AMR compliant meters, having data recording memory of at least 35 days, with the facility for downloading data to measure the quantity and time details of the Power exported from and imported by the Solar Photovoltaic Power Plant, conforming to the specifications approved by UPCL, along with all necessary associated equipments. These meters shall be installed and maintained by UPCL. These meters shall be installed at the interconnection point. One set of export/import meters shall be termed as Main Meter and other set will serve as the Check Meter. The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard and CEA (Installation & Operation of Meters) Regulation, 2006 or its subsequent amendment thereof.
- 14.2 The Solar Photovoltaic Power Plant shall bear the cost of installing new/additional meter/metering system.
- 14.3 The joint meter readings shall be recorded in the format given in Annexure V & VI.
- 14.4 The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties conforming to the guidelines of CEA for installation of meters.
- 14.5 UPCL shall, test all the metering equipment for accuracy, in the presence of a representative of the Solar Photovoltaic Power Plant, if the Solar Photovoltaic Power Plant so elects, at least once every year while the agreement is in force, either party may, however, elect to get the meters tested at any time they so desire, at their own cost, in the presence of the other party.
- 14.6 UPCL's designated representative and the representative of the Solar Photovoltaic Power Plant shall jointly certify the meter test results. After every testing all metering equipment and the Metering system shall be securely sealed jointly by the representatives of UPCL and the Solar Photovoltaic Power Plant.
- 14.7 The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.
- 14.8 Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of UPCL, who shall bear the related costs.
- 14.9 Meter readings shall be taken jointly by parties as indicated below:-

I. UPCL side-Executive Engineer, Electricity Distribution Division, Nainital.

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



II. Solar Photovoltaic Power Plant side - Authorized representative of the Solar Photovoltaic Power Plant.

- 14.10 The reading/MRI report of the Main Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Main Meter reading is within 0.40 % (point four percent) of the Main Meter reading.
- 14.11 If in any month the consumption of the Main Meter and Check Meter are found to be doubtful or beyond the permissible 0.40 % (point four percent) deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorized representatives of both the parties. Corrections shall be made, if required, on the basis of the error detected during this process, in the Monthly Bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Bill of that month.
- 14.12 During the period of checking and calibration of both meters simultaneously, another export and import meter duly calibrated and supplied by Solar Photovoltaic Power Plant would be installed by UPCL. For this purpose, one spare set of meters of relevant standards as per 14.1 clause would be required to make available with the Solar Photovoltaic Power Plant at all times.
- 14.13 If the Main Meter is found to be defective, and the Check meter is found to be accurate then the reading from the later shall be used for billing purpose and the Main Meter would be re-calibrated and re-installed or replaced by UPCL duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Main Meter, Monthly energy account would be prepared on the basis of the Main Meter reading and the Check Meter shall be immediately re-calibrated and re-installed or replaced as necessary. If both meters are found to be defective, then the Bill will be revised on the basis of the inaccuracy discovered in the testing. The M.R.I. document from the meters shall be considered as authentic document for verification.
- 14.14 Metering at generating terminal of each unit of the Solar Photovoltaic Power Plant shall be ensured as per the guidelines of the CEA.

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-Solar Photovoltaic Power Plants) Regulations, 2018 as amended from time to time as amended from time to time."

17. CONTINUITY OF SERVICE

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

- 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
- Endangerment of Safety: If UPCL determines that the continued operation of the facility may endanger the safety of UPCL's personnel



 10

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



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 of initial term described at 20.1 above.
- 20.3 UPCL reserves the first right of purchase after the expiry of initial term of PPA.

#### 21. EVENTS OF DEFAULT AND TERMINATION

- 21.1 The occurrence of any of the following events at any time during the term of this agreement shall constitute a default by the Solar Photovoltaic Power Plant
  - a. Failure on the part of the Solar Photovoltaic Power Plant to use reasonable diligence in operating, maintaining, or repairing the Solar Photovoltaic Power Plant's facility, such that the safety of persons and property, UPCL's equipment, or UPCL's service to others is adversely affected; or
  - b. Failure or refusal by the Solar Photovoltaic Power Plant to perform its material obligations under this agreement; or

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



- c. Abandonment of its interconnection facilities by the Solar Photovoltaic Power Plant or the discontinuance by the Solar Photovoltaic Power Plant of services covered under this agreement, unless such discontinuance is caused by force majeure, or an event of default by UPCL, or
- d. Failure by the Solar Photovoltaic Power Plant to abide by all statutory provisions, rules, regulations, directions and conditions for installation, operation, and supply of power and maintenance of units etc., enforced from time to time by the Union/State Government, UERC or other empowered authorities, including compliance with the SGC, or
- e. Failure by the Solar Photovoltaic Power Plant to pay UPCL any amount payable and due under this agreement within sixty (60) working days of the demand being raised.

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

- a. Failure to pay to the Solar Photovoltaic Power Plant any amount payable and due under this agreement within sixty (60) working days of the receipt of the complete monthly purchase bill as defined in para 5 of this agreement; or
- b. Failure to use reasonable diligence in operating, maintaining; or repairing UPCL's 33/11 kV Substation Garampani, Uttarakhand, such that the safety of persons or property in general, or the Solar Photovoltaic Power Plant's equipment or personnel are adversely affected; or
- c. Failure or refusal by UPCL to perform its material obligations under this agreement; or
- d. Abandonment of its interconnection facilities by UPCL or the discontinuance by UPCL of services covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Solar Photovoltaic Power Plant.
- e. Except for failure to make any payment due, within sixty (60) working days of receipt of the monthly purchase bill, if an event of default by including nonpayment of bills either party extends beyond a period of sixty (60) working days after receipt of written notice of such event of default from the non-defaulting party, then the non-defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.

21.3 Failure by either UPCL or the Solar Photovoltaic Power Plant to exercise any of its rights under this agreement shall not constitute a waiver of such rights. Neither party shall be deemed to have waived the performance of any obligation by the other party under this agreement, unless such a waiver has specifically been made in writing and approved by the UERC.

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

## 22. COMMUNICATION

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

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



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, Nainital 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, Nainital 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 or both the above designated officers of the two parties to the UPCL's Chief Engineer, (Commercial), UPCL, V.C.V. Gabar Singh Urja Bhawan, Kanwali Road, Dehradun with information to the Chief Executive of the Solar Photovoltaic Power Plant. Within 15 days of receipt of such notice, the Chief Engineer, (Commercial) and the Chief Executive of the Solar Photovoltaic Power Plant would be required to meet at the formers office and endeavor to settle the dispute within a further period of (30) thirty days i.e. within a total period of 45 (forty Five) days from the initial date of receipt of the notice by the Superintending Engineer, EDC, 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 harm free, UPCL, its members, directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees, from and against any and all liabilities, damages, costs, expenses (including attorneys fees), losses, claims, demands, action, causes of action, suits and proceedings of every kind, including those for damage to property of any person or entity (including the Solar Photovoltaic Power Plant) and/or for injury to or death of any person (including the Solar Photovoltaic Power Plant's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct of the Solar Photovoltaic Power Plant.

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



## 5. 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

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 JERC.

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



31. **BINDING EFFECT**

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

32. **NOTICES**

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

UPCL:

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

SOLAR PHOTOVOLTAIC POWER PLANT:

Shri. Madan Singh Jeena,  
Vill- Gangarkot, Koshya- Kutoli, Nainital

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

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

33. **EFFECT OF SECTION AND ANNEXURE HEADINGS**

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

34. **NON-WAIVER**

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

35. **RELATIONSHIP OF THE PARTIES**

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

36. **ENTIRE AGREEMENT**

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

37. **GOVERNING LAW**

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

38. **NO PARTY DEEMED DRAFTER**

The parties agree that no party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrators or by a court of law, no

44

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, Nainital.

41. **ANNEXURES**

ANNEXURES I to IX 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:

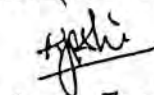
WHEREOF, UPCL and the Solar Photovoltaic Power Plant have executed this agreement as of the 05<sup>th</sup> day of December, in the year 2019.

FOR THE SOLAR PHOTOVOLTAIC POWER PLANT:

Name: .....  
Designation: .....  
M/s. Madan Singh Jeena  
M/s. S.D. Mx. K. H. Singh Jeena  
Vil.: Inangarkot, P.O. Suyalbari  
Dist.: Nainital, Pin: 263135  
(Uttarakhand)

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

WITNESSED BY:



AMAN JOSHI

16A, SAI WOK, GME ROAD.  
DEHRADUN.

WITNESSED BY:





ANNEXURE-I

THE SOLAR PHOTOVOLTAIC POWER PLANT'S GENERATION FACILITIES

1. THE SOLAR PHOTOVOLTAIC POWER PLANT:

NAME : Shr. Madan Singh Jang  
LOCATION : Ud Ganga, Dist. Nainital, Uttarakhand.  
CHIEF EXECUTIVE : Shr. Madan Singh Jang  
CONTACT PERSON : Shr. Madan Singh Jang  
MAILING ADDRESS : madan.jang.11@gmail.com  
TELEPHONE NUMBER : .....  
FAX NUMBER : .....  
EMERGENCY : .....  
TELEPHONE NUMBER : 9411 378103

2. GENERATING EQUIPMENT:

COMMERCIAL OPERATION DATE:

June 2020 (As per plan)

3. STIPULATIONS RELATING TO THE FACILITIES:

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

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

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

3.3 The Solar Photovoltaic Power Plant shall furnish, in accordance with UPCL's requirements, all conductors, service switches, fuses, meter sockets, meter and instrument transformer housings and mountings, switches, meter buses, meter panels, and similar devices required for the service connection and meter installation at UPCL/Solar Photovoltaic Power Plant premises. This equipment shall be installed and Commissioned by UPCL.

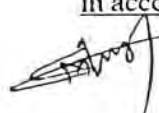




- 3.4 UPCL shall review and approve the design drawings and Bill of Material for the Solar Photovoltaic Power Plant's electrical equipment, required interconnecting with UPCL's system. The type of electrical equipment, the type of protective relaying equipment and the settings affecting the reliability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

4. Operating Procedures:

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

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





ANNEXURE- II1.0 Sale and Accounting for Power

1. In case the Solar Photovoltaic Power Plant is not a consumer of UPCL, protective gear at UPCL's Substation would be designed to ensure that reverse flow of power from UPCL's system to the Solar Photovoltaic Power Plant is totally blocked out and the circuit breaker at the Substation gets opened automatically when required. However, notwithstanding this provision, if any export to the Solar Photovoltaic Power Plant takes place, it would be paid for by the Solar Photovoltaic Power Plant in accordance with the terms of this agreement.
2. On the first day of the Energy Account Month, the Solar Photovoltaic Power Plant shall provide information in writing or Generation Schedule to SLDC and UPCL when ABT is implemented in the state about the quantity of Power to be wheeled by way of purchase or sale or banking, as the case may be, during the month.
3. UPCL will purchase Electricity in accordance with provisions of the Regulations of UERC and other statutory authorities, and requirements of the state load dispatch centre.
4. Power accounting and Billing would be done on the basis of the section titled "Metering" in the main agreement (Clause No. 14.0)
5. Energy accounting for supply of electricity by UPCL to the Solar Photovoltaic Power Plant shall be as per Regulation 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-Solar Photovoltaic Power Plants) Regulations, 2018 as amended from time to time.

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



ANNEXURE- III

INVOICE

For the Month of.....

Monthly Purchase Bill No:-

Dated-

Name of the Buyer: UPCL

Name of the Generating

Company:

Address :

Address:

Town

Town

District:

District:

PIN Code

PIN Code

Tel.....Fax .....

Tel.....Fax.....

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

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

Authorized Representative

Verified by:

Solar Photovoltaic Power Plant

Authorized Representative

UPCL

*Signature*

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



## INTERCONNECTION FACILITIES PROVIDED BY THE GENERATING COMPANY

## LINE BAY/S

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

## SYNCHRONISATION &amp; PROTECTION FACILITIES:

| ITEMS                        | PROVIDED           | NOT PROVIDED |
|------------------------------|--------------------|--------------|
| Automation Voltage Regulator | Provided           |              |
| Auto Synchronization Unit    | Provided           |              |
| Check Synchronization Relay  | Manual<br>Provided |              |

## PROTECTION FOR INTERNAL FAULTS

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

## PROTECTION AGAINST GRID FAULTS

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

## PROTECTION AGAINST GRID DISTURBANCES

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

Superintending Engineer (Commercial)  
Uttarakhand Power Corporation Ltd.  
M C V Gaba Singh Bhawan, Dehra Dun

## ANNEXURE-V

MAIN METER READINGS OF SOLAR PHOTOVOLTAIC POWER PLANT

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

Name of the Solar Photovoltaic Power Plant and Facility:

Place: \_\_\_\_\_ Taluka: \_\_\_\_\_ District: \_\_\_\_\_ State \_\_\_\_\_

Meter No.:

C.T. Ratio Available /Connected:

P.T. Ratio Available /Connected:

Scale Factor (If any):-

Multiplying Factor (MF):

Billing Meter Make / Number:

Meter Readings:

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

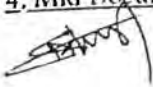
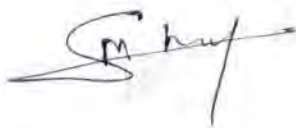
Authorized Representative  
UPCL

Authorized Representative  
Solar Photovoltaic Power Plant

Date:

Notes:

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


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



ANNEXURE- VICHECK 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:

F.T. Ratio Available /Connected:

Scale Factor (If any):

Multiplying Factor (MF):

Billing Meter Make/Number:

Meter Readings:

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

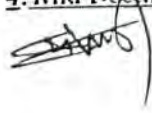
Authorized Representative  
UPCL.

Authorized Representative  
Solar Photovoltaic Power Plant

Date:

Notes:

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





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

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

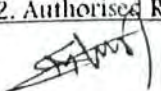
| Active Power, MWh |           |                   |                   |
|-------------------|-----------|-------------------|-------------------|
| Time              | Scheduled | Meter Reading     | Difference X M.F. |
| 00                |           |                   |                   |
| 01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

---

--"

Copy To:-

1. SLDC,
2. Authorised Representative, UPCL




**Authorised Representative**  
**Solar Photovoltaic Power Plant**



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







सत्यमेव जयते

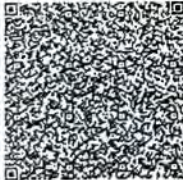
INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

51  
Annexure No-4

Certificate No. : IN-UK13091422926119U  
Certificate Issued Date : 14-Oct-2022 11:44 AM  
Account Reference : NONACC (SV)/ uk1299004/ DEHRADUN/ UK-DH  
Unique Doc. Reference : SUBIN-UKUK129900431592035897887U  
Purchased by : MADAN SINGH JEENA  
Description of Document : Article Miscellaneous  
Property Description : NA  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : UTTARAKHAND POWER CORPORATION LTD DEHRADUN  
Second Party : MADAN SINGH JEENA  
Stamp Duty Paid By : MADAN SINGH JEENA  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Shalini Tiwari  
Stamp Vendor  
Court Road, Dehradun

Please write or type below this line

**SUPPLEMENTARY AGREEMENT TO THE POWER PURCHASE AGREEMENT DATED 05-12-2019  
SIGNED BETWEEN UTTARAKHAND POWER CORPORATION LTD AND SHRI. MADAN SINGH  
JEENA**

This Supplementary Agreement to Power Purchase Agreement is executed on the 31<sup>st</sup> day of October, 2022 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

Shri. Madan Singh Jeena, R/o Vill- Gangarkot, Koshiya- Kutoli, Nainital, Uttarakhand hereinafter called the "Solar Photovoltaic Power Plant".

Statutory Alert:

The authenticity of this Stamp certificate should be verified at [www.shakti-stamp.com](http://www.shakti-stamp.com) or using e-Stamp  
Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders  
The onus of checking the legitimacy is on the users of the certificate  
In case of any discrepancy please inform the Competent Authority

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



Whereas Shri. Madan Singh Jeena, has entered into a Power Purchase Agreement with UPCL on 05-12-2019 for purchase of solar power.

WHEREAS, the Solar Photovoltaic Power Plant is engaged in the business of power generation from its plant (300 KW) situated at Vill- Baguna Chak, PO- Ratgal, District- Almora, Uttarakhand.

And whereas the aforesaid Power Purchase Agreement dated 05-12-2019 (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 05-12-2019 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- Baguna Chak, PO- Ratgal, District- Almora, Uttarakhand".
2. The Sub Station "33/11 KV Substation, Garampani, Uttarakhand" wherever mentioned in Original Power Purchase Agreement shall be substituted by and read as "33/11 KV Substation, Bagwalipokhar, Ranikhet, 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 11 kV voltage connected to the 33/11 KV Substation, Bagwalipokhar, Ranikhet, Uttarakhand owned, maintained and operated by UPCL."
4. The Nodal Officer of UPCL i.e. Executive Engineer, Electricity Distribution Division, Nainital wherever mentioned in Original Power Purchase Agreement shall be substituted by and read as "Executive Engineer, Electricity Distribution Division, Ranikhet".

All other terms and conditions of the Original Power Purchase Agreement signed between Shri. Madan Singh Jeena and UPCL on dated 05-12-2019 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

.....



Auth. Representative

Corporation  
UPCL

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

Witness:



Jugmohan Jeena

Witness:







# Online Public Data Entry Summary

\*UKPDE2022010300575\*

DISTRICT NAME: कन्नौज SRO: कन्नौज

UKPDE2022010300575

30-May-2022

13:28:25

Appointment Date: 30 May 2022

Appointment Time: 01:30 p.m to 02:30 p.m

Appointment TokenNo: 1

Good/Article Type: Lease  
Sub-Deed/Sub-Article: Lease(Not Exceeding 30 years)  
Village/Location For Index: पड़गा (रिभी बिल्डिंग मुजरा मोटर मार्ग बिल्डिंग विजिल मोटर मार्ग के पुराना घाग) (पेजी 20)  
Village/Location/Road Selected for Circle RateList: पड़गा (रिभी बिल्डिंग मुजरा मोटर मार्ग बिल्डिंग विजिल मोटर मार्ग के पुराना घाग)  
Khawat: 1232, 1233 Khatoni: 00064  
Khastri: 263  
House/Flat No.: 0  
Area: 512.5000 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: 29.00 Avg. Rent: 467.25  
Stamp Duty: 700.00 Regn Fees: 700.00  
Pasting Fees: 100 Page: 14

| क्र.सं. | निर्माण का प्रकार | अवसामयिक निर्माण का विवरण   | क्षेत्रफल                                               |
|---------|-------------------|-----------------------------|---------------------------------------------------------|
| क्र.सं. | निर्माण क्षेत्र   | आवासीय निर्माण का विवरण     | निर्माण का प्रकार निर्माण समय प्राप्ति वर्ष वर्ष        |
| क्र.सं. | मुचलान की विधि    | निबंधक शुल्क का विवरण       | वतप्राप्ति संदर्भ क्रमांक                               |
| 1       | Cash              | 700.00                      |                                                         |
| क्र.सं. | मुचलान की विधि    | स्थान शुल्क का विवरण        | वतप्राप्ति संदर्भ क्रमांक जारी दिनांक स्टाप विवेका आईडी |
| 1       | e-Stamp           | 700.00 IN-UK86795836250974U | 30-May-2022 14/2000                                     |

Narendra



Appointment Date: 30 May 2022

Appointment Time: 01:30 p.m to 02:30 p.m

Appointment Token No: 1

| पक्षकार का प्रकार     | पक्षकार का विवरण                                                                                                                              | हस्ताक्षर | व्यवस्थाप        | पैन नं | मोबाइल नं  | पहुंचान पत्र संख्या        |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|--------|------------|----------------------------|
| दिनेला / प्रथम पक्ष   | श्री महेन्द्र सिंह पुत्र श्री दीवान सिंह निवासी ग्राम<br>रतनम बधुवा, पोस्ट भोफित रतनम गृहसीमा<br>राजीवत जिला बल्लोडा, उत्तराखण्ड              | Narendra  | FARMER           |        | 8826380388 | ADHAAR : 2037 6343<br>2841 |
| दिनेला / द्वितीय पक्ष | श्री बदर सिंह जीना पुत्र श्री स्व. श्री महेन्द्र जीना<br>निवासी 36, ग्राम मंथरकोट, पोस्ट मुजालबाड़ी<br>, मंथरकोट, मैनीपाल उत्तराखण्ड - 263135 |           | BUSSINESS        |        | 9827927576 | ADHAAR : 8746 3792<br>9822 |
| सचिव                  | श्री अनन्द सिंह बिष्ट पुत्र श्री विमल सिंह बिष्ट<br>निवासी ग्राम मनेवा, गृहसीमा बाराहाट जिला<br>बल्लोडा                                       |           | Self<br>employed |        | 0000000000 | ADHAAR : 2669 6139<br>3714 |
| सचिव                  | श्री अनमोल जीना पुत्र श्री बदर सिंह जीना<br>निवासी ग्राम मंथरकोट, पोस्ट मुजालबाड़ी<br>, मंथरकोट, मैनीपाल उत्तराखण्ड - 263135                  |           | Self<br>employed |        | 0000000000 | ADHAAR : 2377 8983<br>0481 |

Deed Writer / Advocate Name : VIJAY PRAKASH PANDEY ADV  
RANIKHET





सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttarakhand

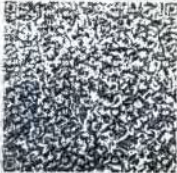
e-Stamp

CS DANCE  
E-Stamp Id-UK-1223104  
Reg No- 14/2000  
Pune, Ranikhet

58

Certificate No. : IN-UK86795836250974U  
Certificate Issued Date : 30-May-2022 01:24 PM  
Account Reference : NONACC (SV)/ uk1223104/ RANIKHET/ UK-AM  
Unique Doc. Reference : SUBIN-UKUK122310478501141576450U  
Purchased by : MADAN SINGH JEENA S O LATE KHEEM SINGH JEENA  
Description of Document : Article 35 Lease  
Property Description : VILLAGE BAGUNA CHAK TEHSIL RANIKHET DISTT ALMORA  
UTTARAKHAND  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : NARENDRA SINGH S O DEEWAN SINGH  
Second Party : MADAN SINGH JEENA S O LATE KHEEM SINGH JEENA  
Stamp Duty Paid By : MADAN SINGH JEENA S O LATE KHEEM SINGH JEENA  
Stamp Duty Amount(Rs.) : 700  
(Seven Hundred only)

STAMP LOCKED



Please write or type below this line



Narendra



Madan

0006604801

Statutory Alert

1. The authenticity of this Stamp certificate should be verified by using the e-Stamp Mobile App or Check Binding.
2. Any discrepancy in the details on this Certificate may be reported to the e-Stamp Mobile App or Check Binding.
3. In case of any discrepancy, please inform the concerned authority.



वैकल्पिक उर्जा परियोजनाओं के अन्तर्गत सौर उर्जा परियोजना स्थापित करने हेतु भूमि किराए पर दिये जाने के सम्बन्ध में किरायानामा / अनुबन्ध-पत्र

औसत वार्षिक किराया:- 5,607/-

स्टाम्प ₹ 700/-

यह अनुबन्ध- पत्र श्री नरेन्द्र सिंह पुत्र दीवान सिंह, निवासी ग्राम रतगल बगुना, पोस्ट ऑफिस रतगल तहसील रानीखेत जिला अल्मोड़ा, उत्तराखण्ड जिसे आगे प्रथम पक्ष/भू-स्वामी कहा गया है, जिसके अन्तर्गत प्रथम पक्ष के विधिक उत्तराधिकारी, प्रशासक, प्रतिनिधि आदि सम्मिलित है।

एव

द्वितीय पक्ष- मदन सिंह जीना पुत्र स्व० खीम सिंह जीना, निवासी - 36, ग्राम गंगरकोट, पोस्ट सुयालबाड़ी, गंगरकोट, नैनीताल उत्तराखण्ड - 263135, जिसको आगे द्वितीय पक्ष / किरायेदार कहा गया है, जिसके अन्तर्गत द्वितीय पक्ष के विधिक उत्तराधिकारी, प्रशासक, प्रतिनिधि आदि सम्मिलित है, के मध्य यह किराया अनुबन्ध पत्र आज दिनांक 30-05-2022 को स्थान रानीखेत में निम्न शर्तों पर निष्पादित किया जाता है :-

- 1 कि प्रथम पक्ष/भूस्वामी की ग्राम बगुना चक, तहसील रानीखेत जिला अल्मोड़ा जमींदारी विनाश खतौनी खाता संख्या 00064 (बशरह संख्या 263) के खेत संख्या क्रमशः 1232 रक्बा 0.0400 हैक्टेयर, खेत संख्या 1233 रक्बा 0.0110 हैक्टेयर इस प्रकार कुल 0.0510 हैक्टेयर यानि की 2-9/16 नाली (दो नाली नौ मुट्ठी) भूमिधारी भूमि दर्ज है जिसे प्रथम पक्ष / भूस्वामी द्वारा द्वितीय पक्ष / प्रोजेक्ट कम्पनी को वैकल्पिक उर्जा परियोजना स्थापित करने हेतु किराये पर दी जा रही है।
- 2 यह की प्रथम पक्ष / भूस्वामी उक्त भूमि के हकदार व कब्जेदार है। वर्तमान समय में उक्त भूमि प्राकृतिक वर्षा न होने व सिंचाई की उचित व्यवस्था न होने के कारण वर्षों से बंजर किस्म की है और प्रथम पक्ष/भूस्वामी द्वारा वर्तमान समय में इस भूमि पर कृषि कार्य नहीं किया जाता है।
- 3 प्रथम पक्ष/भूस्वामी अपनी उपरोक्त सम्पूर्ण भूमि आज दिनांक 30-05-2022 को द्वितीय पक्ष / प्रोजेक्ट कम्पनी को वैकल्पिक उर्जा परियोजना स्थापित करने हेतु किराये पर दे रहा है और इस अनुबन्ध पत्र के द्वारा प्रथम पक्ष / भूस्वामी, द्वितीय पक्ष/प्रोजेक्ट कम्पनी को उपरोक्त भूमि में उक्त परियोजना स्थापित करने की अनुमति देता है।

Narendra

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बही संख्या 1 रजिस्ट्रीकरण संख्या 510 वष 2022

Lease

Lease(Not exceeding 30 years)

तज्जराणा रु0 : 0.00

औसत वार्षिक

किराया रु0 : 0.00

रजिस्ट्रेशन शुल्क  
रु0 700.00

प्रतिशिवि शुल्क  
रु0 100.00

इलेक्ट्रॉनिक प्रोसेसिंग शुल्क  
रु0 140.00

कुल योग  
रु0 940.00

शब्द लगभग  
1.000

श्री मदन सिंह जीना पुत्र श्री स्व० खीम सिंह जीना निवासी 36, ग्राम गंगरकोट, पोस्ट सुयालबाड़ी, गंगारकोटे, नैनीताल उत्तराखण्ड -263135 ने आज दिनांक 30 May 2022 समय मध्य 1PM व 2PM को कार्यालय उपनिबन्धक रानीखेत में प्रस्तुत किया।

मदन सिंह जीना

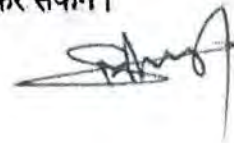
इस लेख पत्र का निष्पादन विलेख में लिखित तथ्यों को सुन श्री चन्दन सिंह पुत्र श्री दीवान सिंह निवासी ग्राम रतगल बगुना, पोस्ट ऑफिस रतगल तहसील रानीखेत जिला अल्मोड़ा, उत्तराखण्ड । ने तज्जराणा मबलिंग रु0 0.00 प्रलेखानुसार पाकर निष्पादन स्वीकार किया । इस लेखपत्र का निष्पादन द्वितीय पक्ष श्री मदन सिंह जीना पुत्र श्री स्व० खीम सिंह जीना निवासी 36, ग्राम गंगरकोट, पोस्ट सुयालबाड़ी, गंगारकोटे, नैनीताल उत्तराखण्ड -263135 ने भी स्वीकार किया ।

जिनकी पहचान श्री चन्दन सिंह बिष्ट पुत्र श्री बिलोक सिंह बिष्ट निवासी ग्राम मनेला, तहसील द्वाराहाट जिला अल्मोड़ा तथा श्री जगमोहन जीना पुत्र श्री मदन सिंह जीना निवासी ग्राम गंगरकोट, पोस्ट सुयालबाड़ी, गंगारकोटे, नैनीताल उत्तराखण्ड -263135 ने की।



- 4 यह कि प्रथम पक्ष/ भूस्वामी अपने हक व कब्जे की उक्त भूमि को द्वितीय पक्ष/प्रोजेक्ट कम्पनी को सौर उर्जा उत्पादन संयंत्र स्थापित करने हेतु 29 वर्ष 11 माह की अवधि के लिए किराये पर दे रहा है। प्रथम पक्ष/भूस्वामी के वारिसान भी उक्त 29 वर्ष 11 माह तक किए अनुबंध के लिए बाध्य होंगे।
- 5 यह कि दोनों पक्षों की आपसी सहमती से उक्त भूमि का किराया प्रति वर्ष 1,800/- ₹ प्रति नाली प्रति वर्ष निर्धारित किया गया है इस लिए उक्त लीज वाली 0.0510 हेक्टेयर यानि की 2-9/16 नाली (दो नाली नौ मुंठी) भूमि का किराया 4,613/-₹ (चार हजार छः सौ तेरह रुपये मात्र) प्रति वर्ष है जिसमे प्रत्येक 5 वर्ष बाद 5% की बढ़ोतरी की जाएगी जिसके लिए दोनों पक्षकार सहमत हैं।
- 6 यह कि द्वितीय पक्ष द्वारा प्रथम पक्ष को उक्त किराया हर वर्ष के प्रथम माह में बैंक/ऑनलाइन बैंकिंग अथवा नकद भुगतान के माध्यम से अदा कर दी जाएगी जिसके लिए दोनों पक्षकार सहमत है।
- 7 यह कि द्वितीय पक्ष/प्रोजेक्ट कम्पनी द्वारा उक्त भूमि पर कोई स्थाई निर्माण नहीं किया जायेगा।
- 8 यह कि किराया अवधि समाप्त होने के उपरांत उपरोक्त भूमि द्वितीय पक्ष/प्रोजेक्ट कम्पनी द्वारा प्रथम पक्ष/भूस्वामी को बिना किसी शर्त के लौटा दी जाएगी।
- 9 उक्त 29 वर्ष 11 माह की अवधि के लिए प्रथम पक्ष/ भूस्वामी द्वारा द्वितीय पक्ष को दी जा रही उक्त लीज वाली भूमि को द्वितीय पक्ष द्वारा बैंकिंग / वित्तीय संस्थान को लीज अधिकार/ मोडगेज ट्रांसफर किये जाने के लिए स्वतंत्र होंगे जिस में प्रथम पक्ष को कोई आपत्ति नहीं होगी तथा बैंक लोन व गवर्नमेंट टेंडर के दौरान दोनों पक्ष लीज डीड को निरस्त नहीं कर सकेंगे।

Narendran



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बही संख्या 1 रजिस्ट्रीकरण संख्या 510 वर्ष 2022



Navendu Singh

नरेन्द्र सिंह



Madan Singh Jina

मदन सिंह जीना



Chandan Singh Bhat

चन्दन सिंह बिष्ट



Jagmohan Jina

जगमोहन जीना

प्रतिज्ञ एवं साक्षीकरण अद्व प्रणीत होते हैं। सभी के अग्रह चिन्ह नियमानुसार लिखे गए हैं।



Signature



- 10 यह कि उपरोक्त भूखण्ड में सरकारी गजट सं० 277/XXXV(3)/2019/36(1)/2019, देहरादून 18 नवम्बर, 2019 एवं शासनादेश सं० 132/XVIII(2)/2019-20(38)/2018 दिनांक 17.09.2019 द्वारा छूट प्राप्त है जो निम्नवत निर्दिष्ट है " धारा 143क के अंतर्गत आने वाली भूमि धारा 143 के अंतर्गत स्वमेव ओद्योगिक आशय से प्रख्यापित हुई समझी जाएगी। अतः परगना अधिकारी महोदय/सहायक कलेक्टर द्वारा ऐसी कृषि भूमि को खतौनी में अकृषिक (ओद्योगिक आशय) अंकित करने हेतु कार्यवाही कर दी जाएगी। द्वितीय पक्ष द्वारा उत्तराखण्ड उद्यम एकल खिडकी सुगमता और अनुज्ञापन अधिनियम 2012 के अनुक्रम में गठित राज्य प्राधिकृत समिति से CAF AD सं० 22758 के अंतर्गत अनुमति प्राप्ति हेतु आवेदन किया गया है। शासनादेश के क्रम में उक्त लीज पंजीकृत करने में सक्षम हैं। उक्त भूमि का प्रयोग केवल सौर उर्जा प्लांट के लिए ही किया जायेगा, अन्य गतिविधियों के लिए उक्त लीज मान्य नहीं होगी।

अतः उपरोक्त अनुबन्ध पत्र आज दिनांक 30-05-2022 को दोनों पक्षों द्वारा बिना किसी दबाव के स्वस्थ चित्त व अपनी सहमती से समक्ष गवाहान के निष्पादित एवं हस्ताक्षरित कर दिया, ताकि सनद रहे और वक्त जरूरत काम आवे।

हस्ताक्षर द्वितीय पक्ष

गवाह -1

श्री चन्दन सिंह बिष्ट पुत्र श्री त्रिलोक सिंह बिष्ट

निवासी :- ग्राम मनेला, तहसील द्वाराहाट जिला अल्मोड़ा

आधार संख्या 2669 5139 3714

गवाह-2

श्री जगमोहन जीना पुत्र मदन सिंह जीना

निवासी :- ग्राम गंगारकोट, पोस्ट सुयालबाड़ी, गंगारकोटे, नैनीताल उत्तराखण्ड -263135

आधार संख्या 2377 8983 0481

प्रास्पकर्ता- (विजय प्रकाश पाण्डे)

अधिवक्ता रानीखेत



संविधान अधिनियम - 1908 की धारा 32-ए के  
अनुपालन हेतु फिंगर प्रिन्ट्स

प्रथम पक्ष का नाम व पता:- मोन्द सिंह पुत्र दीवान सिंह

आधार कार्ड संख्या :- 2037 6343 2841

बाँये हाथ के अंगुलियों के चिन्ह :-



दाहिने हाथ के अंगुलियों के चिन्ह :-



प्रथम पक्ष के हस्ताक्षर - Naraina

द्वितीय पक्ष का नाम व पता:- श्री मदन सिंह जीना पुत्र स्व० खीम सिंह जीना

आधार कार्ड संख्या :- 8746 3792 9622

बाँये हाथ के अंगुलियों के चिन्ह :-



दाहिने हाथ के अंगुलियों के चिन्ह :-



द्वितीय पक्ष के हस्ताक्षर

दोनों पक्षों के चिन्ह अंगूठा श्री विजय प्रकाश पाण्डे अधिवक्ता रानीखेत के द्वारा सत्यापित किये गये।



बन्नी संख्या 1 जिल्हा 806 के पृष्ठ 393 व 406 पर क्रमांक 510

पर आज दिनांक 30 May 2022 को रजिस्ट्रीकरण किया गया



*Signature*



# UTTARAKHAND POWER CORPORATION LTD.

Office of  
Executive Engineer,  
Electricity Distribution Division Barkot.

Email ID:- [eddbarkot@gmail.com](mailto:eddbarkot@gmail.com)

Tel. Ph. No:- 01375- 225515



उत्तराखण्ड पावर  
कारपोरेशन लि०

कार्यालय

अधिशाली अभियन्ता,

विद्युत वितरण खण्ड, बड़कोट।

ई-मेल:- [eddbarkot@gmail.com](mailto:eddbarkot@gmail.com)

दूरभाष नं० 01375- 225515

पत्रांक:- 923/वि०वि०ख०ब०

दिनांक 02-11-2024

निदेशक (परिचालन)  
उत्तराखण्ड पावर कारपोरेशन लि०  
ऊर्जा भवन कांवली रोड, देहरादून।

विषय : 300 KW सोलर पावर प्रोजेक्ट की Technical Feasibility Report (TFR) के सम्बन्ध में।

महोदय,

उपरोक्त विषयक अवगत कराना है कि श्री मदन सिंह जीना ग्राम गंगारकोट, खोस्याकुटोली नैनीताल ने अपने पत्र दिनांक 01.11.2024 के माध्यम से अवगत कराया गया है कि उन्हें उरेडा द्वारा पूर्व में 300 KW का सोलर पावर प्रोजेक्ट की स्थापना करने हेतु LOA 746/Ureda/03-(1)-SPV-214-2/UPCL-RPO/2019-20 (Vol-2) जारी किया था, इसके उपरान्त श्री मदन सिंह जीना (Solar Power Developer) व UPCL के मध्य दिनांक 05.12.2019 को Power Purchase Agreement (P.P.A.) किया गया है। श्री मदन सिंह जीना के द्वारा उक्त सोलर पावर प्लान्ट पूर्व में ग्राम गंगारकोट, खोस्याकुटोली नैनीताल में लगाया जाना प्रस्तावित था किन्तु भूमि अधिग्रहण व हस्तान्तरण में आयी कठिनाईयों के कारण उक्त स्थान पर प्लान्ट लगाया जाना सम्भव नहीं हो सका जिसके कारण उक्त सोलर पावर उत्पादक, उक्त आवंटित सोलर प्लान्ट इस खण्डान्तर्गत आने वाले ग्राम थली, तहसील मोटे जिला उत्तरकाशी में लगाया जाना प्रस्तावित किया है और उक्त प्रस्तावित स्थान पर 300 KW के सोलर पावर प्रोजेक्ट से उत्पादित विद्युत ऊर्जा निकासी (Evacuation) हेतु Technical Feasibility Report (TFR) देने का अनुरोध किया है।

उक्त के दृष्टिगत उपरोक्त प्रस्तावित 300 KW के Solar Power Project से उत्पादित विद्युत ऊर्जा के निकासी (Evacuation) हेतु Technical Feasibility Report (TFR) इस पत्र के साथ संलग्न कर आपको सादर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

संलग्न - यथोपरि।

  
(धर्मबीर सिंह)

अधिशाली अभियन्ता



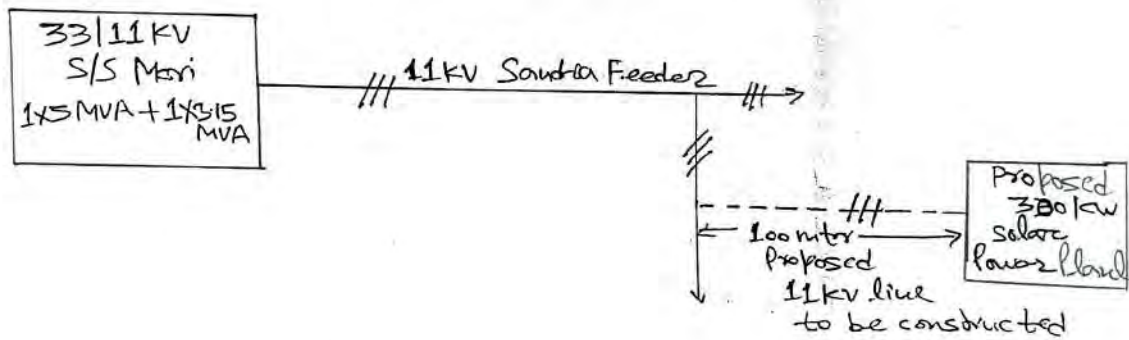


# TECHNICAL FEASIBILITY REPORT FOR SOLAR PV POWER PLANT

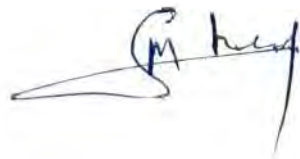
| Sl. No.                                                                                                         | Particulars                                                                                                                                                                                                       | Remarks                                        |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>Details of the Solar PV Power Plant</b>                                                                      |                                                                                                                                                                                                                   |                                                |
| 1                                                                                                               | Name of the applicant commissioning the proposed Solar PV Plant                                                                                                                                                   | Madan Singh Jeeva                              |
| 2                                                                                                               | Capacity (MW/KW) of Proposed Solar PV Power Plant                                                                                                                                                                 | 300 kW                                         |
| 3                                                                                                               | Details of land and location where the solar PV plant is proposed to be constructed (including the details viz. coordinates, land area etc.)                                                                      | Vill - Thali Dist - Tehsil - Mori              |
| 4                                                                                                               | Contact No. of the applicant                                                                                                                                                                                      | 9411378103                                     |
| 5                                                                                                               | Email of the applicant                                                                                                                                                                                            | madan.jeeva.jj@gmail.com                       |
| <b>Details of Connectivity to be provided to Solar PV Power Plant</b>                                           |                                                                                                                                                                                                                   |                                                |
| 1                                                                                                               | Voltage level at which connectivity is proposed to be provided to Solar PV Power Plant                                                                                                                            | 11KV                                           |
| 2                                                                                                               | Whether connectivity at above voltage level is provided by tapping the existing feeder or through independent feeder. (Must be specifically mentioned)                                                            | Existing 11KV Sandra Feeder (33/11KV S/S Mori) |
| 3                                                                                                               | In case tapping of existing feeder is to be done, give following details of the existing feeder                                                                                                                   |                                                |
| (i)                                                                                                             | Name of the existing feeder                                                                                                                                                                                       | 11KV Sandra Fdr.                               |
| (ii)                                                                                                            | Length of the line proposed to be constructed                                                                                                                                                                     | 100 Meter                                      |
| (iii)                                                                                                           | Type and size of conductor to be used                                                                                                                                                                             | ACSR weasal                                    |
| (iv)                                                                                                            | Current carrying capacity of the feeder                                                                                                                                                                           | 240 Amp.                                       |
| (v)                                                                                                             | Cumulative capacity of total DTRs connected to this feeder (KVA)                                                                                                                                                  | 681 KVA                                        |
| (vi)                                                                                                            | Capacity of Generator(s), if any, connected to this feeder (Proposed)                                                                                                                                             | 200kW (MSSY)                                   |
| (vii)                                                                                                           | Maximum load recorded on the existing feeder in Amperes and KVA                                                                                                                                                   | 25 Amp                                         |
| (viii)                                                                                                          | Who will do the above work (UPCL/Generator)                                                                                                                                                                       | As per existing U.P.C.L. norms                 |
| (ix)                                                                                                            | Remarks, if any                                                                                                                                                                                                   |                                                |
| 4                                                                                                               | In case independent feeder is to be constructed, give following details                                                                                                                                           |                                                |
| (i)                                                                                                             | Length of the line proposed to be constructed                                                                                                                                                                     |                                                |
| (ii)                                                                                                            | Type and size of conductor to be used                                                                                                                                                                             |                                                |
| (iii)                                                                                                           | Capacity of Generator(s), if more than one and their details                                                                                                                                                      |                                                |
| (iv)                                                                                                            | Whether forest clearance(s) is(are) required to construct the new independent feeder (Yes/No)                                                                                                                     |                                                |
| (v)                                                                                                             | Who will do the above work (UPCL/Generator)                                                                                                                                                                       |                                                |
| (vi)                                                                                                            | Remarks, if any                                                                                                                                                                                                   |                                                |
| <b>Details of 33/11 KV Substation through which power from Solar PV Power Plant is proposed to be evacuated</b> |                                                                                                                                                                                                                   |                                                |
| 1                                                                                                               | Name of the 33/11 KV Substation                                                                                                                                                                                   | 33/11KV S/S Mori                               |
| 2                                                                                                               | Capacity of Substation (MVA) & Max. Load                                                                                                                                                                          | 1x5 MVA + 1x3.15 MVA, 45 Amp.                  |
| 3                                                                                                               | Whether enhancement of capacity of 33/11 KV substation is required (Yes/No)                                                                                                                                       | NO                                             |
| <b>Other Details</b>                                                                                            |                                                                                                                                                                                                                   |                                                |
| 1                                                                                                               | Comment whether it is technically feasible to evacuate power from proposed solar PV power plant or not (Yes/No)                                                                                                   | YES                                            |
| 2                                                                                                               | Single Line Diagram (SLD) clearly describing Solar PV Power Plant, evacuating line and 33/11 KV Substation along with loading conditions, loss calculations etc. (Duly signed separate sheets should be enclosed) |                                                |
| 3                                                                                                               | Additional Remarks, if any                                                                                                                                                                                        |                                                |

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

Single Line Diagram of proposed Solar Power Plant to be  
connected to Existing 11 KV Sandwa Feeder originating from 33/11KV S/S Mori



  
Executive Engineer  
Electricity Distribution Division  
UPCL, Barkot.





Date: 31-12-2024

Annexure No -7

To,  
The Chief Project Officer,  
Uttarakhand Renewable Energy Development Agency  
Energy Park Campus, Patel Nagar,  
Dehradun, Uttarakhand.

**Subject: Request for extension of 300 KW Solar Power Plant in then name of Madan Singh Jeena, Nainital, Uttarakhand.**

Dear sir,

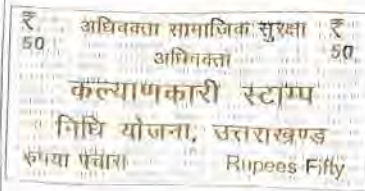
With reference to allotted 300 KW Solar Power Plant, Nainital, Uttarakhand, I would like to request for last extension till 31st March, 2025 due to my lease dispute, I had to change my location to Uttarkashi (TFR attached). I have also done booking of certain material like solar panels and transformers. I have invested a lot of time and money in this project.

Therefore, I request for final extension till 31st March, 2025 on humanitarian grounds. If I fail to complete the project then I'll be responsible for all losses and would not seek further extension of time.



Madan Singh Jeena  
36, Gram Gangarkot, Post Suyalbari,  
Nainital-263135, Uttarakhand.  
Ph: 7302765095  
Email: jagmohanjeena.jj@gmail.com





70

Annexure No - 8

क्रमांक B 70211

## अभिभाषक पत्र



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

वादी } प्रतिवादी }  
MR. Madan Singh Teera } अपीलार्थी } विपरीत Uttarakhand Power Corp. Ltd } प्रत्युत्तरदाता }  
प्रार्थी } अनो और } विपक्षी }

मैं/हम Madan Singh Teera S/o Khem Singh Teera, R/o 36, Vill - Gangaskot  
Post - Sugai Basi, Gangaskot, Dist - Nainital, U.K. - 263135

मैंने/हमने उपरोक्त वाद में अपनी ओर से श्री Akshay Negi & Kamel Tomar एडवोकेट  
को नियत शुल्क पर उपरोक्त न्यायालय में कार्य करने के समित 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 करावें, 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 समझानुसार काम आये।

हस्ताक्षर ..... हस्ताक्षर .....

.....

साक्षी ..... साक्षी .....

न्यायालय संख्या  
सन विपरीत

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

अभिभाषक पत्र स्वीकार है  
**AKSHAY NEGI**  
Advocate  
Reg. No. UK-698/2021  
Mob. No. 7060756532

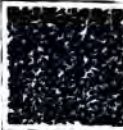
एडवोकेट देहरादून

दिनांक ..... यू०के० / यू०पी० पंजीकरण संख्या ..... वर्ष .....



भारत सरकार  
Government of India

 मदन सिंह जीना  
Madan Singh Jeena  
जन्म तिथि/ DOB: 21/04/1956  
पुरुष / MALE



8746 3792 9622

**मेरा आधार, मेरी पहचान**

*Signature*

 **आधार**  **भारतीय विशिष्ट पहचान प्राधिकरण**  
Unique Identification Authority of India

पता:  
S/O मदन सिंह जीना, 36, ग्राम  
गंगारकोट, पोस्ट सुवालबारी,  
गंगारकोट, नैनीताल,  
उत्तराखण्ड - 263135

Address:  
S/O Khem Singh Jeena, 36,  
gram gangarkot, post suyalbari,  
Gangarkote, Nainital,  
Uttarakhand - 263135

8746 3792 9622

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