**POWER PURCHASE AGREEMENT (MNRE-National Rooftop Solar Portal)**

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**Sri/Smt/Ms. {CUSTOMERNAME}**

**AND**

**Uttarakhand Power Corporation Limited ({DIVISION})**

This Power Purchase Agreement, herein after referred to as PPA or the Agreement, is made on .............. **day of ..................in the year 2024** by and between **Sri/Smt/Ms. {CUSTOMERNAME}**

here in after referred to as the “Grid Interactive Rooftop and small Solar PV Plant” under “Phase-II of Grid Connected Rooftop Solar Programme notified by MNRE, Mop, GoI” vide its Office Memorandum no. 318/331/2017-GCRT dated 03-09-2019 (which expression shall include its heirs, successors in business, legal representatives, and assigns), for its Grid Interactive Rooftop and small Solar PV Plant of capacity **{KW} KW** located at **address** **{ADDRESS}** proposed to be commissioned **WITHIN 180 DAYS.** as party of the First Part and Uttarakhand Power Corporation Limited, herein after referred to as UPCL or the Distribution Licensee, which expressions shall wherever the context so permits include its administrator, legal representatives, successors in interest and assigns as party of the Second Part;

WHEREAS, the Grid Interactive Rooftop and small Solar PV Plant is engaged in the business of Power generation from its Plant of capacity **{KW} KW** situated at **address {ADDRESS}** in the state of Uttarakhand with **connection no.** **{CONNECTIONNUMBER}  and** registered in UPCL with MNRE (National Rooftop Solar Portal registration NO. **{NPNNUMBER}** AND WHEREAS the Ministry of New & Renewable Energy, GoI vide its Office Memorandum no. 318/331/2017-GCRT dated 03-09-2019 has notified Phase-II of Grid Connected Rooftop Solar Programme and this Power Purchase Agreement is being signed in compliance of the guidelines.

And WHEREAS the Government of Uttarakhand has appointed **Uttarakhand Power Corporation Ltd. (UPCL)** as nodal agency interacting with First Part, herein after referred to as Nodal Agency, (which expression shall include its heirs, successors in business, legal representatives, and assigns)

And WHEREAS the Uttarakhand Electricity Regulatory Commission, herein after referred to as the Commission or UERC, has notified UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2018, herein after referred to as RE Regulations, 2018 on 06.09.2018 and has specified liveliest tariff for procurement of energy generated from Grid Interactive Rooftop and small Solar PV Plants by the Distribution Licensee.

And WHEREAS the Grid Interactive Rooftop and small Solar PV Plant is willing to setup the Grid Interactive Rooftop and Small Solar PV Power Plant and shall settle the surplus generation, after self-consumption, with UPCL at the rate determined by the Commission for the entire life of the Plant; as per of UERC (Tariff and Other Terms for Supply of Electricity from Non-conventional and Renewable Energy Sources) Regulations, 2018 and as per UERC tariff order issued from time to time.

And WHEREAS UPCL has agreed to purchase the surplus generation from the Plant of the Grid Interactive Rooftop and small Solar PV Plant at Tariff notified by UERC and on the terms and conditions herein after agreed to;

**This agreement is being signed as per Model PPA approved by Hon’ble UERC vide Order dated 08-09-2016. 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.**

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**
2. In this agreement, unless the context otherwise requires,
3. 'Main Meter' means Import/Export Meter on the basis of which energy bills shall be raised by the Grid Interactive Rooftop and small Solar PV Plant/UPCL.
4. 'Check Meter' means Import/Export Meter for performing a check on the accuracy of the Bill Meter.
5. 'Import/Export Meter' means Bill Meter or Check Meter installed at interconnection point for measurement of Active Energy, Maximum demand and Power factor for Energy exported/imported to the Grid Interactive Rooftop and small Solar PV Plant from UPCL’s system and vice versa.
6. ‘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 as amended from time to time.
7. “Commission” means the Uttarakhand Electricity Regulatory Commission;
8. “Date of Commercial Operation or Commissioning (CoD)” shall be considered as the date of first injection of power into the licensee’s grid after completion of project in all respect subsequent to compliance of all the following pre-requisites:
9. **Installation of energy meter as certified by the concerned Executive Engineer (Distribution) of the distribution licensee.**
10. **Project completion report as verified by UREDA, the State nodal agency.**
11. **Issuance of Clearance Certificate by the Electrical Inspector.**

Further, the 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. “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;.
2. “Power Purchase Agreement or PPA” means a long term agreement between a Grid Interactive Rooftop and small Solar PV Plant and distribution licensee for supply of power on the terms and conditions specified therein and with the provision that the tariff for sale of power shall be as determined by the Commission from time to time
3. “Project” means a generating station and the evacuation system up to inter-connection point, as the case may be;
4. “Grid Interactive Rooftop and small Solar PV Plant” means project that uses sunlight for direct conversion into electricity through photovoltaic technology under MNRE scheme for Grid Interactive Rooftop and Small Solar PV Power Plant;
5. 'Regulations' means the Uttarakhand Electricity Regulatory Commission (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2018 as amended from time to time.
6. “Billing cycle or Billing period” means a period of one month for which electricity bills shall be prepared for each Eligible Consumers by the licensee;”
7. “Eligible Consumer” means a consumer of electricity in the area of supply of the distribution licensee, who has a rooftop or small solar system in its premises, to offset part or all of its electrical requirements;”
8. “Premises” means the land, building or infrastructure or part or combination thereof including the rooftops or/and elevated areas owned by the Eligible Consumer;”
9. Save as aforesaid and unless repugnant to the context or if the subject matter otherwise requires, words and expressions used in these regulations and not defined, but defined in the Act, or the UERC (State Grid Code) Regulations or the Commission’s Regulations on determination of Tariff shall have the meanings assigned to them respectively in the Act of the State Grid Code or the Commission’s Regulations on determination of Tariff.
10. The Grid Interactive Rooftop and small Solar PV Plant and UPCL shall comply with all directions issued by Ministry of New & Renewable Energy, Go I vide its Office Memorandum no. 318/331/2017-GCRT dated 03-09-2019 regarding Phase-II of Grid Connected Rooftop Solar Programme, including Integrated Power Development Scheme (IPDS) and other applicable guidelines.
11. **Purchase of Net Energy and Applicable Tariff**
12. The Distribution Licensee shall accept all surplus power made available to UPCL system from the Grid Interactive Rooftop and small Solar PV Plant at the interconnection point at the tariff determined by Uttarakhand Electricity Regulatory Commissionas per the provisions of Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2018 as amended from time to time.
13. Injection from roof-top solar PV sources owned by **Sri/Smt/Ms. {CUSTOMERNAME}** shall be settled on net energy basis at the end of each Billing period. However, such net energy shall not be more than 95% of the actual energy generated in the said billing Period. Where the net energy injected exceeds 95% of the actual energy generated in a Billing Period, the tariff for such excess net energy (net energy - 95% of actual energy generated) shall be paid at the lowest base slab of energy charges prescribed in the Rate Schedule for the said Eligible Consumer or at the generic rates determined by Hon’ble UERC for Solar Plants for the year of commissioning of plant whichever is lower.

The retail tariff, as per tariff orders of the Commission, in respect of the supply of electricity to the consumers by the distribution licensee shall be applicable for the net energy supplied by the licensee in a billing period if the supplied energy by the licensee is more than the energy injected by the roof-top solar PV source of **Sri/Smt/Ms {CUSTOMERNAME}** However, such consumer shall be exempted from payment of monthly minimum charges/monthly minimum consumption guarantee charges, if any, equivalent to the capacity of Roof Top Solar PV plant installed at the premises. Further no open access charges including surcharges shall be leviable on such eligible consumers for the captive use of power.

If in a billing period, the supplied energy by the licensee is less than the energy injected by the roof-top solar PV source of **Sri/Smt/Ms {CUSTOMERNAME}** the licensee would be billed at the generic tariff as may be specified by the Commission.

1. All taxes, duties and other levies imposed by the Central and/or State Government or other local authorities directly relating to generation shall be borne and payable by the Grid Interactive Rooftop and small Solar PV Plant, while those relating to sale of electricity, shall be borne and payable by Distribution Licensee.
2. The provisions of Wheeling and Banking of electricity, if applicable, shall be as per Regulation 40 and 48 of Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2018, respectively.
3. **Metering Arrangement**
4. 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 as amended from time to time. **The metering at Grid Interactive Rooftop and Small PV Plant shall be done by either one single export-import meter suitable for directly measuring the net exchange of power or two sets of identical Import/Export Meters namely Main and Check meters with IAMR compatibility**, data recording memory of atleast 35 days and facility for downloading data to measure the quantity and time details of the Power exported from and imported by the Grid Interactive Rooftop and Small Solar PV Plant, conforming to the specifications approved by UPCL. These meters shall be installed and maintained by UPCL. **These meters shall be installed at the interconnection point.** The Main meter shall be termed as Bill Meter.
5. The Grid Interactive Rooftop and small Solar PV Plant shall bear the cost of installing new/additional meter/metering system. Moreover, Check Meter and related equipment’s (if required) can also be procured by such plant owner, however, the cost of Check Meter shall be refunded by the licensee to such plant owner. The cost of the check meter to be refunded would be, lower of the following:
   1. Actual cost of meter; or
   2. Highest rate discovered through Competitive Bidding Process of licensee escalated by 25%.
6. 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.
7. UPCL shall, test all the metering equipment for accuracy, in the presence of a representative of the Grid Interactive Rooftop and small Solar PV Plant, if the Grid Interactive Rooftop and small Solar PV Plant so elects, at least once every 6 months 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.
8. UPCL's designated representative and the representative of the Grid Interactive Rooftop and small Solar PV 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 Grid Interactive Rooftop and small Solar PV Plant.
9. The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.
10. Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of UPCL, who shall bear the related costs.
11. Meter readings shall be taken jointly by parties as indicated below: -

I. **UPCL side– Authorized Official, Electricity Distribution Division, {DIVISION}.**

II. **Grid Interactive Rooftop and small Solar PV Plant side - Authorized representative of the Grid Interactive Rooftop and small Solar PV Plant.**

1. The Joint meter reading/MRI report of the Bill Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Bill Meter reading should be not more than **0.4 % (point four percent)** of the Bill Meter reading.
2. If in any month the readings of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible **0.4 % (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.
3. During the period of checking and calibration of both meters (Bill Meter and Check Meter) simultaneously another Import/Export meter duly calibrated would be installed by UPCL. For this purpose, one spare Import/Export meter would be required to be available with the Grid Interactive Rooftop and small Solar PV Plant at all times.
4. If the Bill Meter is found to be defective, and the Check meter is found to be accurate then the reading from the latter shall be used for billing purpose and the Bill meters would be re-calibrated and re-installed or replaced by 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 Bill Meter, Monthly energy account would be prepared on the basis of the Bill 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.
5. Metering at generating terminal of each unit of the Grid Interactive Rooftop and small Solar PV Plant shall be ensured as per the guidelines of the CEA (Installation and Operation of Meters) Regulations, 2006 as amended from time to time.
6. The complete metering system consisting of Meters, Current Transformers & Potential Transformers shall conform to technical standards, accuracy and calibration requirements of the CEA (Installation and Operation of Meters) Regulations, 2006 as amended from time to time.
7. **Billing Procedure**

4.1 Executive Engineer, Electricity Distribution Division, **{DIVISION}** shall prepare bill for net electricity purchased by Grid Interactive Rooftop and small Solar PV Plant from UPCL or net electricity supplied by Grid Interactive Rooftop and small Solar PV Plant to UPCL as per billing cycle at division end, as per sub-regulations (2), (3), (4) & (5) of Regulation 36 of Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2018 as amended from time to time.

4.2 Executive Engineer, Electricity Distribution Division, **{DIVISION}**shall prepare bill, based on the monthly Joint Meter Reading with help of MRI of the Bill 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 joint meter readings & the MRI document (Bill & check meter) duly signed by Executive Engineer (Distribution), Executive Engineer (Test) UPCL of the concerned division and the Grid Interactive Rooftop and small Solar PV Plant (generator) representative within 3 days after the meter reading is taken and where either of the authorized 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 Grid Interactive Rooftop and small Solar PV Plant (generator) and shall be delivered to UPCL at office of Executive Engineer, Electricity Distribution Division **{DIVISION}** on or before the fifth (5th) working day of the following month hereinafter called the **Monthly Bill date**.

* 1. In case of any dispute regarding the bill, Grid Interactive Rooftop and small Solar PV Plant shall file a written objection in the office of Chief Engineer (Commercial), UPCL within fifteen days of receipt of the bill giving full particulars of the disputed item(s), with full details/data and reasons of dispute and amount disputed against each item. UPCL shall resolve the above dispute(s) with Grid Interactive Rooftop and small Solar PV Plant within 60 working days.
  2. In case, the dispute is not resolved within 60 working days as provided in para 4.3 above, and in the event it is decided to proceed with the Arbitration as provided in 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 Grid Interactive Rooftop and small Solar PV Plant to UPCL.

1. **Payment**
   1. If in any billing period, the energy received by the Grid Interactive Rooftop and small Solar PV Plant is more than the energy supplied to the Distribution Licensee, the Grid Interactive Rooftop and small Solar PV Plant shall pay the bill based on the net energy as per tariff order of UERC as applicable as per the billing cycle
   2. If in any billing period, the energy injected by the Rooftop and small Solar PV Plant is more than the energy drawl from the Distribution Licensee, the Executive Engineer, Electricity Distribution Division **{DIVISION}**pay monthly bill based on net energy in accordance with regulations (2), (3), (4) & (5) of Regulation 36 of Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2018 as amended from time to time.
2. UPCL shall make full payment against such Bills as per Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2018 as amended from time to time to **Sri/Smt/Ms. {CUSTOMERNAME}** from the date of the issuance/raising of original bill with complete documents with following rebate options: -
3. 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.
4. 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 generating company, a rebate of 1% shall be allowed.
5. For default in payment beyond 60 days from the billing, a surcharge at the rate of 1.25% per month or part thereof shall be levied on the billed amount.”

**6. Interconnection Facilities**

6.1 Power from the Grid Interactive Rooftop and small Solar PV Plant shall be evacuated at 0.4 kV voltage through nearest feasible LT line of UPCL as per Clause 44 of UERC Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2018 as amended from time to time as amended from time to time.

6.2 In the interconnection of roof top PV solar energy generator with the local distribution licensee’s grid, the relevant provisions of the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010 as amended from time to time shall apply.

6.3 The cost of laying the transmission line up-to the UPCL’s system, the required bay, terminal equipment’s and associated synchronization equipment’s, etc. shall be borne as per clause 41 of UERC Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2018 as amended from time to time.

6.4 Technical standards for construction of electrical lines and connectivity with the grid shall be as per clause 41 of UERC Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2018 as amended from time to time.

6.5 Maintenance of terminal equipment at the generating end and the dedicated transmission line owned by such generating station and maintenance of the terminal equipment(s) at the UPCL’s system shall be as per clause 42 of UERC Uttarakhand Electricity Regulatory Commission (Tariff and other terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating stations) Regulations, 2018 as amended from time to time.

6.6 Any work to be done by the Grid Interactive Rooftop and small Solar PV Plant shall be taken up only with prior intimation to Nodal Officer of UPCL regarding drawings and other specifications except augmentation and in compliance with the safety requirement as per the SGC. On the completion of work the Grid Interactive Rooftop and small Solar PV Plant shall immediately notify Nodal Officer of UPCL by telephone and confirm in writing before telephone and confirm in writing before charging the line.

6.7 The Grid Interactive Rooftop and small Solar PV Plant shall consult UPCL on the scheme of protection of the interconnecting line(s) and the facilities at both end and accordingly provide the equipment at both ends. The protection system, installed by the Grid Interactive Rooftop and small Solar PV Plant, shall be checked by UPCL.

6.8 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.

1. **Protective Equipment’s & Interlocking**
2. The Grid Interactive Rooftop and small Solar PV Plant shall install, at its own cost, protective equipment and interlocking devices, so that any malfunctioning or abnormality in the Generating Plant shall not adversely affect the system of the Distribution Licensee and in occurrence of such events of malfunctioning or abnormality the circuit breaker of the Generating Plant shall trip first to protect the equipment.
3. The Grid Interactive Rooftop and small Solar PV Plant, prior to adopting the protection scheme, shall obtain approval of the Distribution Licensee. Such acceptance/approval shall not be unreasonably withheld and an approval or otherwise shall be conveyed to the Grid Interactive Rooftop and small Solar PV Plant within 30 days.
4. The Grid Interactive Rooftop and small Solar PV Plant shall be responsible for safe operation, maintenance and rectification of defect of its system up to the interconnection point beyond which the responsibility of safe operation, maintenance and rectification of any defect in the system including the net meter shall rest with the distribution licensee.
5. The Grid Interactive Rooftop and small Solar PV Plant shall install necessary equipment to eliminate feeding of reverse power to the grid when the grid supply is off.
6. The eligible consumer/Grid Interactive Rooftop and small Solar PV Plant shall be solely responsible for any incidents/accident to human being/animals whatsoever (fatal/nonfatal/departmental/non-departmental/ damages to material of the licensee) that may occur due to back feeding from the solar plant when the grid supply is off and such consumer shall not only bear the cost of the damages to the material of the licensee but also compensate for the life of any human being/ animals in case of such incidents/accidents. The distribution licensee reserves the right to disconnect the consumer’s installation at any time in the event of such exigencies to prevent accident or damage to man and material.
7. **Approval, Clearances and Consent**
   1. The Grid Interactive Rooftop and small Solar PV Plant shall obtain, at its own cost, all approvals, clearances and consents required for the construction, installation and operation of the Generating Plant and interconnection facilities.
   2. It would be the sole responsibility of the Grid Interactive Rooftop and small Solar PV Plant to maintain, at its own cost, such approvals, clearances and consents for the entire term of the agreement
   3. The Distribution Licensee shall extend all reasonable assistance to the Grid Interactive Rooftop and small Solar PV Plant for obtaining approval, clearances and consents on or before the scheduled date of commercial operation, if so requested by the Grid Interactive Rooftop and small Solar PV Plant in writing. However, there would not be legal obligation on part of the Distribution Licensee.
8. **Term of Agreement**
   1. Unless terminated by default described in clause 10 below, this agreement shall be valid till the expiry of **25 years** from the date of commercial operation of the project.
   2. The agreement may be renewed or extended for such period as may be mutually agreed between the Grid Interactive Rooftop and small Solar PV Plant and UPCL on expiry of initial term described at 9.1 above.
   3. UPCL reserves the first right of purchase after the expiry of initial term of PPA.
   4. Grid Interactive Rooftop and small Solar PV Plant shall maintain and run the rooftop solar power plant till the expiry of term of agreement and give his full efforts to generate power.
9. **Events of Default and Termination**
   1. The occurrence of any of the following events at any time during the term of this agreement shall constitute a default by the Grid Interactive Rooftop and small Solar PV Plant

a. Failure on the part of the Grid Interactive Rooftop and small Solar PV Plant to use reasonable diligence in operating, maintaining, or repairing the Grid Interactive Rooftop and small Solar PV 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 Grid Interactive Rooftop and small Solar PV Plant to perform its material obligations under this agreement; or

c. Abandonment of its interconnection facilities by the Grid Interactive Rooftop and small Solar PV Plant or the discontinuance by the Grid Interactive Rooftop and small Solar PV 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 Grid Interactive Rooftop and small Solar PV 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 Grid Interactive Rooftop and small Solar PV Plant to pay UPCL any amount payable and due under this agreement within sixty (60) working days of the demand being raised.

* 1. 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 Grid Interactive Rooftop and small Solar PV 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 clause 5 of this agreement; or

b. Failure to use reasonable diligence in operating, maintaining; or repairing UPCL's system such that the safety of persons or property in general, or the Grid Interactive Rooftop and small Solar PV 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 Grid Interactive Rooftop and small Solar PV 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.

* 1. Failure by either UPCL or the Grid Interactive Rooftop and small Solar PV 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.
  2. UPCL reserves the right to terminate this agreement upon one months’ notice to the Grid Interactive Rooftop and small Solar PV Plant, if the Grid Interactive Rooftop and small Solar PV Plant's facility fails to commence production of electric power within three months from the declared commercial operation date.

1. **Force Majeure**
   1. If any party hereto is wholly or partially prevented from performing any of its obligations under this agreement by reason of or due to lightning, earthquake, riots, fire, floods, invasion, insurrection, rebellion, mutiny, tidal wave, civil unrest, epidemics, explosion, the order of any court, judge or civil authority, change in State or National law, war, any act of God or a public enemy, or any other similar or dissimilar cause reasonably beyond its exclusive control and not attributable to its neglect, then in any such event, such party shall be excused from whatever performance is prevented by such event, to the extent so prevented , and such party shall not be liable for any damage, sanction or loss for not performing such obligations.
   2. The party invoking this clause shall satisfy the other party about 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.
   3. Any payments that become/have become due under this agreement shall not be withheld, on grounds of force majeure conditions developing.
2. **Dispute and Arbitration**

If any dispute arises regarding billing or payment of Net energy, 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 authorized representative of the Grid Interactive Rooftop and small Solar PV Plant and Chief Engineer (Commercial), UPCL shall mutually decide the remedy and that shall be the part of this agreement. The final decision of Chief Engineer (Commercial) shall prevail.

If the said dispute/dissatisfaction remains unresolved, after 30 working days 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

1. **ANNEXURES**

Annexure I to II would form part of this agreement.

1. **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:  **Executive Engineer,**  **Electricity Distribution Division,**  **Uttarakhand Power Corporation Ltd**  **({DIVISION})** |  | GRID INTERACTIVE ROOFTOP AND SMALL SOLAR PV PLANT:  **(Sri/Smt/Ms {CUSTOMERNAME})**  **Address:-** **{ADDRESS}** |

Notice delivered personally shall be deemed to have been given when it is delivered at the office of, the Grid Interactive Rooftop and small Solar PV Plant’s or to the office of the Executive Engineer, Electricity Distribution Division, Uttarakhand Power Corporation Limited**,{DIVISION}**, 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.

**IN WITNESS:**

WHEREOF, UPCL and the Grid Interactive Rooftop and small Solar PV Plant have executed this agreement as of the **…….…** **day of ….……………. in the year 2024**.

|  |  |
| --- | --- |
| **For Grid Interactive Rooftop and small Solar PV Plant:** | **For UPCL:** |
| **Name**: **{CUSTOMERNAME}**  **Address: {ADDRESS}**  Tehsil- ……………………. (**{DIVISION}**) | Name: Er. …………………..  Designation: **Executive Engineer,**  **Electricity Distribution Division,**  **Uttarakhand Power Corporation Ltd**  **({DIVISION})** |

**WITNESSED BY**: **WITNESSED BY:**

Name ……………………… Name …………………………..

Address ……………………. Address …………………………