

**Component-wise breakup of forest and non-forest land requirement for construction of Bloot HEP (5.0 MW)**

Sr. No.	District	Division	Range/Tehsil/Village	Name of Component	Forest Area Details		Non-Forest Area Details		Total Area (Forest + Pvt) in hect.
					Tukda/ Khasra No.	Area in ha.	Tukda/ Khasra No.	Area in ha.	
1	Kullu	Kullu	Patlikuhal/ Kullu/ Narain Dugh	Trench Weir	3, 4	0.12		0	0.12
2	Kullu	Kullu	Patlikuhal/ Kullu/ Narain Dugh	Power Channel	2, 6	0.0617		0	0.0617
3	Kullu	Kullu	Patlikuhal/ Kullu/ Narain Dugh	Desilting Tank	5	0.075		0	0.075
4	Kullu	Kullu	Patlikuhal/ Kullu/ Narain Dugh	Flushing Channel	7	0.064		0	0.064
5	Kullu	Kullu	Patlikuhal/ Kullu/ Zingling	HRT	U/G	0.3465		0	0.3465
6	Kullu	Kullu	Patlikuhal/ Kullu/ Zingling	Adit-I	U/G	0.0128		0	0.0128
7	Kullu	Kullu	Patlikuhal/ Kullu/ Kathi	Adit-II	U/G	0.0105		0	0.0105
8	Kullu	Kullu	Patlikuhal/ Kullu/ Kathi	Forebay	U/G	0.0492		0	0.0492
9	Kullu	Kullu	Patlikuhal/ Kullu/ Kathi	Penstock	70/1, 86/1, 76/1, 84/1, 86/5	0.145	77/1, 79/1, 80/1	0.0614	0.2064
10	Kullu	Kullu	Patlikuhal/ Kullu/ Kathi	Power House	86/6, 307/1	0.1501		0	0.1501
11	Kullu	Kullu	Patlikuhal/ Kullu/ Kathi	Switchyard	307/4	0.0978		0	0.0978
12	Kullu	Kullu	Patlikuhal/ Kullu/ Kathi	T/line Platform	307/8, 307/10, 306/2	0.057		0	0.057
13	Kullu	Kullu	Patlikuhal/ Kullu/ Kathi & Kasta	Transmission Line	307/7, 307/9, 307/11, 306/1, 306/3, 309/1, 103/1, 55/1	0.8022		0	0.8022
14	Kullu	Kullu	Patlikuhal/ Kullu/ Narain Dugh	Dumping Area DA-1	8	0.2375		0	0.2375
	Kullu	Kullu	Patlikuhal/ Kullu/ Narain Dugh	Dumping Area DA-2	123/3	0.18		0	0.18
	Kullu	Kullu	Patlikuhal/ Kullu/ Kathi	Dumping Area DA-3	68/8	0.09		0	0.09
	Kullu	Kullu	Patlikuhal/ Kullu/ Kathi	Dumping Area DA-4	307/3	0.135		0	0.135
	Kullu	Kullu	Patlikuhal/ Kullu/ Zingling	Dumping Area DA-5	123/2	0.051		0	0.051
	Kullu	Kullu	Patlikuhal/ Kullu/ Zingling	Dumping Area DA-6	122/4	0.09		0	0.09
15	Kullu	Kullu	Patlikuhal/ Kullu/ Narain Dugh	Footpath	10, 11, 123/5, 123/7, 123/10	0.0166		0	0.0166
16	Kullu	Kullu	Patlikuhal/ Kullu/ Zingling & Kathi	Working Area	123/9, 68/9	0.016		0	0.016

Sr. No.	District	Division	Range/Tehsil/Village	Name of Component	Forest Area Details		Non-Forest Area Details		Total Area (Forest + Pvt) in hect.
					Tukda/ Khasra No.	Area in ha.	Tukda/ Khasra No.	Area in ha.	
17	Kullu	Kullu	Patlikuhal/ Kullu/ Narain Duth, Zingling & Kathi	Road	1, 9, 1/1, 122/1, 122/5, 123/1, 68/1, 68/3, 68/6, 86/3, 86/7	1.9718		0	1.9718
18	Kullu	Kullu	Patlikuhal/ Kullu/ Kathi	Bridge	308/1	0.023		0	0.023
19	Kullu	Kullu	Patlikuhal/ Kullu/ Kathi	Ropeway	68/10	0.028		0	0.028
20	Kullu	Kullu	Patlikuhal/ Kullu/ Kathi	TRC	307/5, 307/16, 307/13	0.0332	90/1	0.0014	0.0346
			<b>Tota Area</b>			<b>4.8639</b>		<b>0.0628</b>	<b>4.9267</b>

  
 Stamp & Sign of User Agency  
 (Authorized Signatory)



**DIRECTORATE OF ENERGY**  
**GOVERNMENT OF HIMACHAL PRADESH**  
**SHANTI BHAWAN, PHASE III, SECTOR VI, NEW SHIMLA-171009(HP)**

**OFFICE ORDER**

In supersession to Office Order endorsed vide No. HPSEB/CE(PCA)/CC-Baloot Fozal/2009-6303-13 dated 09.12.2009, Directorate of Energy(DoE), Government of Himachal Pradesh is pleased to accord Revised Concurrence to Baloot Fozal SHP(5.00 MW) on Baloot nallah a tributary of Fozal khad in Beas basin, Distt. Kullu, Himachal Pradesh of "M/S Blook Fozal Hydro Private Ltd., Apple Valley Resorts(P) Ltd., VPO Mohal, District Kullu-175126 (HP)", at an estimated cost of Rs. 4134.00 lac (Rupees four thousand one hundred thirty four lac) only including Interest During Construction(IDC), Escalation, Financial Charges(FC) and LADC @ 1.00% of total project cost with the following stipulations:

- 1.i) The completion cost shall not exceed the above cost except on account of the following:
  - a) Interest During Construction (IDC) and Financial Charges( FC) shall be as per actuals but not exceeding the amount as indicated at Annex-I, unless revised by DoE, GoHP while according concurrence under Section-8 of Indian Electricity Act, 2003 after review of the financial package.
  - b) Change in rates of Indian taxes and duties such as Excise Duty, Sales Tax/VAT, Custom Duty and levy of any other taxes/duties subsequent to issue of Concurrence.
  - c) Change in Indian law resulting in change in the cost.
- ii) The abstract of the Estimated Cost approved by DoE, GoHP is furnished at Annex-I and the Salient Features of the scheme are at Annex-III.
2. The Concurrence is subject to the fulfillment of the following conditions:
  - i) Completed cost/Concurrence shall not be re-opened due to the following:
    - a) Non acquisition of land.
    - b) Non- finalization of Power Purchase Agreement (PPA)
    - c) Delay in financial closure.
  - ii) The final financial arrangement shall not be inferior to the financing arrangement projected in the Detailed Project Report (DPR) for Concurrence.
  - iii) The cost of the project cleared by the DoE, GoHP is indicative and shall have no binding on the regulator while fixing the tariff. The tariff of the project shall be regulated by the appropriate Electricity Regulatory Commission.
  - iv) The public issue expenses, if any, shall be reconsidered at the time of approval of completion cost based on documentary proof and in accordance with Security Exchange Board of India (SEBI) guidelines regarding regulation of public issue expenses.
  - v) Fulfillment of conditions stipulated in Central Electricity Authority(CEA)/Central Water Commission(CWC) guidelines in respect of civil works at the stage of detailed designs/execution.
  - vi) In case, changes are made in design parameters during construction due to site conditions or otherwise, the same shall be intimated and got Concurred from DoE, GoHP before implementation of such changes.
  - vii) Any increase in the cost estimate due to design modifications and geological surprises would be absorbed by the Independent Power Producer (IPP) i.e. "M/S Blook Fozal Hydro, Private Ltd., VPO Mohal, District Kullu-175126(HP)".
  - viii) No additional cost shall be allowed due to Resettlement & Rehabilitation (R&R) Plan.
  - ix) Normal operation life of the hydro power plant shall be as per provisions of CWC/CEA guidelines or CERC/HPERC regulations.
  - x) The statutory and administrative clearances as per Annex-II shall be obtained before execution/ implementation of the project.
  - xi) The interconnection point with the State grid and interconnection facilities at the interconnection point shall be provided, operated and maintained at the cost of the IPP.
  - xii) The cost of providing and/or strengthening/ additions etc. of the system at and beyond






- the Interconnecting Sub-station which may also include the cost of replacement of switchgear/ protection and provision of shunt capacitors, strengthening of bus bars, apart from other works required at injection voltage level and other one or more successively higher voltages, civil works relocation of existing bays etc. shall be recovered by HPSEBL/HPPTCL, as per the regulations of HPERC read with the clarifications/decisions by HPERC and/or any other competent authority as may be finally applicable. The share of IPP on this account shall be paid by the IPP to HPSEBL/HPPTCL as per the final decision of the competent authority.
- xiii) Whereas the HPSEBL/HPPTCL shall endeavour to provide the evacuation system at the earliest, the scheduled date for providing evacuation arrangements shall be spelt out in the PPAs on case to case basis inter-alia, keeping in view the time lines indicated in the relevant plan and approved by HPERC.
  - xiv) The powerhouse generating equipment as well as other electrical equipment to be provided by the developer shall be compatible for parallel operation with the State grid after interfacing. The IPP shall be responsible for any loss of generation on this account.
  - xv) O&M charges for maintenance of inter connection facilities at the interconnection sub-station shall be paid by the IPP to HPSEBL/HPPTCL throughout the period, the IPP runs the project and the same shall be reviewed at the beginning of every financial year.
  - xvi) For evacuation of power the IPP shall interface this project at Fozal SHP(9.00 MW) at 33 kV level in joint mode with Kathi SHP(3.50 MW), Kukri SHP(5.00 MW), Kesta SHP(4.50 MW), Galang SHP(3.50 MW) and Soil Dashed SHP(4.50 MW) from where the power will be further evacuated through 132 kV line upto 33/132/220 kV Sub Station proposed to be constructed by HPPTCL at Naggar. The cost on account of this joint evacuation arrangement shall be shared by the Developers of these projects on proportionate basis.
  - xvii) The project line shall be provided, operated and maintained by the IPP at his cost as per normal conditions after obtaining approval of HP Govt. under Section 68(1) of Electricity Act, 2003.
  - xviii) The above mentioned evacuation arrangements shall be subject to the HPERC approval of "Comprehensive area wise plan for augmenting and establishing of transmission/ sub-transmission system for evacuation of power from small HEPs" which has already been submitted to HPERC. The Transmission/Distribution Licensee may however also evolve alternate system(s) depending on the site conditions and subsequent developments with the approval of HPERC.
  - xix) The IPP shall develop operate and maintain the Project including the dedicated transmission system subject to compliance with the following:
    - a) Grid code and standards of grid connectivity.
    - b) Technical as well as Mechanical standards for construction of Electrical lines.
    - c) Norms of System Operation of the concerned State Load Dispatch Center (SLDC) or Regional Load Dispatch Center (RLDC).
    - d) Directions of the concerned SLDC or RLDC regarding operation of dedicated transmission line.
    - e) The IPP will only be allowed to inject power in HP system with the undertaking that necessary action to provide tele-metering to SLDC shall be provided by them and specifications required to be got approved from the office of SE(SLDC), HP Load Dispatch Society, Totu, Shimla from compatibility point of view with existing SCADA system.
  - xviii) The conditions on these lines shall have to be suitably included by the developer in the PPA etc. apart from other standard conditions.
  - xix) The observations of DoE, GoHP on the DPR and replies thereof shall form an integral part of the DPR.
  - xx) Minimum 15% release of water immediately downstream of diversion structure shall be ensured all the times including lean season as per Power Policy of HP Govt., 2006 and subsequent amendments thereof. The necessary monitoring equipment as per





- recommendations of the Pollution Control Board shall be installed by the IPP during execution of the project.
- xxi) LADC/LADF amount and activities shall be implemented as per Power policy of HP Govt., 2006 and subsequent amendments thereof.
- xxii) The additional 1%(one percent) free power from the project shall be provided and earmarked for a Local Area Development Fund(LADF) as per HP Govt. Notification No. MPP-F(1)-2/2005-V dated 30.11.2009 and subsequent amendments thereof.
- xxiii) The Concurrence is based on the reports and data furnished by the IPP in the DPR and it is presumed that information furnished is correct and has been collected reliably after carrying out detailed field investigations and surveys under the supervision of competent personnel. The broad technical aspects of the project proposal in the DPR have been scrutinized and it does not cover the examination of the detailed designs and working drawings of project components in regard to their structural, hydraulic and mechanical performance & safety which shall be ensured by the project authority/IPP.
3. The project shall be completed within 30 months from the date of start of the construction work.
4. The completion cost of the scheme shall be submitted to DoE, GoHP within 3 months from the Commercial Operation Date (COD) of the plant.
5. The Project Promoters/Project Authorities shall give free accessibility to the officers and staff of DoE, GoHP to have on the spot assessment of various aspects of the project.
6. The firm financial package and tie-up of balance inputs/clearances shall be completed within the period as stipulated in the HP Govt. power Policy, 2006 and subsequent amendments thereof /Implementation Agreement.
7. In case the time gap between the Concurrence to the scheme by DoE, GoHP and actual start of work by the Project Developer is three years or more, a fresh Concurrence of DoE, GoHP shall be obtained by the Developer before start of actual work.
8. The DoE, GoHP reserve the right to revoke the concurrence, if the conditions stipulated above are not complied with to the satisfaction of the GoHP.

**BY ORDER OF THE GoHP**


  
**Chief Engineer,**  
**Directorate of Energy, GoHP,**  
**New Shimla-171009(HP).**

**No. DoE/CE/TEC- Baloot Fozal(R)/2015- 9845 53**

**Dated: 18/01/2016**

Copy for information and necessary action to the:

1. Addl. Chief Secretary (MPP & Power) to H.P. Govt., Shimla-171002(HP).
2. Addl. Chief Secretary (NES) to H.P. Govt., Shimla-171002(HP).
3. Secretary, Ministry of Non-Conventional Energy Sources (MNES), Block No.14,CGO Complex, Lodhi Road, New Delhi-110003.
4. Director, Environmental & Scientific Technologies, Narayan Villa, Near Wood Villa Palace, Shimla-171002(HP).
5. General Manager(C&D), HPPTCL, Borowalia House, Khalini, Shimla-171002(HP).
6. Chief Engineer (SO&P), HPSEB Ltd, Vidyut Bhawan, Shimla-171004(HP).
7. Chief Engineer(Commercial), HPSEB Ltd, Vidyut Bhawan, Shimla -171004(HP).
8. Chief Executive Officer, Himurja, 8A-SDA Complex, Kasumpti, Shimla-171009(HP).
- ✓ 9. M/S Bloot Fozal Hydro Private Ltd., Apple Valley Resorts(P) Ltd., VPO Mohal, District Kullu-175126(HP).

  
**Chief Engineer,**  
**Directorate of Energy, GoHP,**  
**New Shimla-171009(HP).**

## ANNEXURE-I

Baloot Fozal SHP(5.00 MW) in District Kullu, Himachal Pradesh of "M/S Bloot Fozal Hydro Private Ltd., Apple Valley Resorts(P) Ltd., VPO Mohal, District Kullu-175126(HP)".

## ABSTRACT OF COST ESTIMATE

Sr. No.	Description of works	Amount (Rs. in lac)	
(a)			
i)	Civil works i/c other Misc. Expenses	2427.60	Price Level June, 2011
ii)	Electro Mechanical works	981.85	
iii)	Transmission works	169.00	
	<b>Sub Total (a)</b>	<b>3578.45</b>	
(b)			
i)	Interest During Construction (IDC)	318.19	
ii)	Escalation	166.32	
iii)	Financial Charges(FC)	29.86	
	<b>Sub Total (b)</b>	<b>514.37</b>	
	<b>Total (a+b)</b>	<b>4092.82</b>	
(c)	LADC @ 1.0 % of (a+b)	40.93	
	<b>GRAND TOTAL (a+b+c)</b>	<b>4133.75</b>	
		Say Rs. 4134.00 lac	

(Rupees four thousand one hundred thirty four lac only)



*15.7.16*  
**Chief Engineer,**  
 Directorate of Energy, GoHP,  
 New Shimla-171009(HP).




**ANNEXURE-II**

**Baloot Fozal SHP(5.00 MW) in District Kullu, Himachal Pradesh of "M/S Bloat Fozal Hydro Private Ltd., Apple Valley Resorts(P) Ltd., VPO Mohal, District Kullu-175126(HP)".**

**LIST OF STATUTORY AND ADMINISTRATIVE CLEARANCES REQUIRED**

Sr. No.	ITEM	AGENCY	REMARKS
1.	WATER ABAILABILITY	1. State Govt. 2. CWC	Interaction between State Govt. Deptt. & CWC required. Relevant Irrigation Act of the State & Central Water Commission.
2.	SEB CLEARANCE	1. SEB. 2. State Govt.	Indian Electricity Act, 2003.
3.	POLLUTION CLEARANCE WATER AND AIR	State/Central Pollution Control Board	Water (Prevention & Control of Pollution) Act, 1974 Air (Prevention & Control of Pollution) Act, 1981.
4	FOREST CLEARANCE	1. State Govt 2. Min. of E&F G.O.I.	Coordination with State Forest Deptt./ Min. of Environment & Forest (MoE&F) regarding Forest (Conservation) Act, 1980.
5	ENVIRONMENT & FOREST CLEARANCE	1. State Govt 2. Min. of E&F G.O.I.	As per item (3) & (4) and Govt. Policy in force.
6.	REGISTRATION	Registrar of Companies.	Under Indian Companies Act, 1950.
7.	REHABILITATION & RESETTLEMENT OF DISPLACED FAMILIES BY LAND ACQUISITION	1. State Govt 2. Min. of E&F G.O.I.	
8.	EQUIPMENT PROCUREMENT	DGTD, CCI& E	Import & Export Acts.



  
**Chief Engineer,  
Directorate of Energy, GoHP,  
New Shimla-171009(HP).**

# ANNEXURE-III

Baloot Fozal SHP(5.00 MW) in District Kullu, Himachal Pradesh of "M/S Bloot Fozal Hydro Private Ltd., Apple Valley Resorts(P) Ltd., VPO Mohal, District Kullu-175126(HP)".

## SALIENT FEATURES

### 1. LOCATION

State	Himachal Pradesh
District/Tehsil	Kullu
River/Khad	Baloot nallah / Fozal khad/ Beas River
Vicinity	Kukri, Kesta, Kathi, Neri, Dobhi villages
Proposal	Weir site on Baloot nallah at EL $\pm$ 2216.00 m and Powerhouse on left bank of Baloot nallah at EL $\pm$ 2020.00 m.
Accessibility By Road	240 km from Shimla and 30 km from Kullu on Shimla Manali road. Dobhi bridge to Kukri village road under construction and from Kukri village to power house site to be constructed.
By Rail	BG-Kiratpur( Punjab), NG- Jogindernagar
By Air	Bhunter(Kullu) – 40 km.
<b>Geographical co-ordinates</b>	<b>Diversion site</b> 32° 07' 36.76" N 77° 02' 23.40" E 52 H/4
• Latitude	<b>Powerhouse site</b> 32° 07' 33.97" N
• Longitude	77° 03' 12.18" E
SOI topo sheet	

### 2. HYDROLOGY

Name of the stream	Baloot nallah
Tributary of/Basin	Fozal khad/Beas basin
Catchment area upto Diversion site	55.00 sq km
Design discharge	3.29 cumecs
Design flood	303.00 cumecs
HFL	<b>Diversion site</b> EL $\pm$ 2217.70 m
	<b>Powerhouse site</b> EL $\pm$ 2013.00 m

### 4. PROJECT COMPONENTS

#### 3.1 DIVERSION WEIR

Type	Trench type weir
Trash Rack/River bed level	EL $\pm$ 2216.00 m
Size	30.00 m long, 2.00 m wide
Depth	1.00 m to 3.00 m
Design discharge	3.29 cumecs + flushing & overloading dis.

#### 3.2 CONVEYANCE CHANNEL(From Intake to Desilting tank)

Type	RCC Box type
Size	1.40 x 1.40 m
Length	120.00 m
Slope	1 in 200
Velocity	2.49 m/sec.


#### 3.3 DESILTING TANK

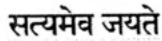
Type	Surface, Central silt gutter type
Size	46.00 m $\times$ 6.00 m $\times$ 4.00 m with inlet and outlet transitions.
Design discharge	3.29 cumecs + flushing & overloading dis.
Particle size to be excluded	All particles down to 0.20 mm size.
Flushing discharge	0.65 cumecs
Flushing pipe	400 mm dia. CI pipe

*Signature*



4.4	<b>HEAD RACE TUNNEL(HRT)(From Desilting tank to Forebay)</b>	
	Type	D – Shaped free flow tunnel
	Size	2.10 m x 2.00 m
	Length	± 1700.00 m
	Design discharge	3.29 cumecs + overloading dis.
	Slope	1 in 1200
	Velocity	1.30 m/sec
	Adits	Two, one 61.00 m long & other 70.00 m long
4.5	<b>FOREBAY</b>	
	Type	Underground
	Size	75.00 m long, 4.00 m wide, 2.00 m (Water depth)
	Storage capacity	593.00 cum
	Storage time	3.00 min
	Full Supply Level(FSL)	EL ± 2211.00 m
	Minm. Draw Down Level(MDDL)	EL ± 2209.00 m
	Centre line of Penstock entry	EL ± 2207.50 m
4.6	<b>PENSTOCK</b>	
	Type	Circular, surface steel penstock
	Number/Size of main penstock	One/1100 mm dia
	Thickness of steel liner	Varying between 8.00 mm to 16.00 mm
	Length	± 335.00 m
	Velocity of flow	3.40 m/sec
	Material of steel liner	ASTM- A-285, Grade-C / IS-2062 Grade-B
	Number of branches	Two
	Size of branch penstock	800 mm dia. each
4.7	<b>POWER HOUSE</b>	
	Type	Surface power house
	Size	30.00 m(L) x 21.00 m(W) x 12.50 m(H)
	Installed capacity	5.00 MW (2 units of 2500 kW each)
	Gross Head upto forebay	± 190.00 m
	Net head	± 185.00 m
	C/L of TG units	EL ± 2020.00 m
	Powerhouse crane	25/5 ton, EOT
	Maxm. Tail water level	EL ± 2018.50 m
	<b>Turbine(s)</b>	
	• Type	Horizontal shaft Pelton
	• Number	Two
	• Capacity	2500 kW each
	• Speed	600 rpm
	<b>Generator(s)</b>	
	• Type	Horizontal shaft Synchronous
	• Number	Two
	• Capacity	2500 KW each
	• Frequency	50 Hz.
	• Power factor	0.9 lag
	• Generation voltage	3.3 kV ± 10 %
	• Overloading capacity	20 %
4.8	<b>TAIL RACE</b>	
	Type	Rectangular channel
	Size	2.00 m × 1.50 m
	Length	± 75.00 m

  
 Chief Engineer,  
 Directorate of Energy, GoHP,  
 New Shimla-171009(HP).



# Government of Himachal Pradesh

## e-Stamp

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Article 5 Agreement or Memorandum of an Agreement  
Not Applicable  
0  
(Zero)  
MS BLOOT FOZAL HYDRO PVT LTD DIRECTOR S SANKARAN  
Not Applicable  
MS BLOOT FOZAL HYDRO PVT LTD DIRECTOR S SANKARAN  
100  
(One Hundred only)



NEENA DEVI  
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**BALOOT-FOZAL SMALL HYDRO ELECTRIC PROJECT (5.00 MW)**  
**DISTRICT KULLU, HIMACHAL PRADESH**

THIS 2<sup>nd</sup> SUPPLEMENTARY IMPLEMENTATION AGREEMENT executed on the 29<sup>th</sup> day of **July, 2024 (Two Thousand Twenty Four)** BETWEEN THE GOVERNMENT OF HIMACHAL PRADESH through the Special Secretary (NES), to the Government of Himachal Pradesh-cum-Chief Executive Officer, HIMURJA, having its office at Block 8-A, URJA Bhawan, SDA Complex, Kasumpti, Shimla (HP) 171009, (hereinafter referred to as the "First Party") which expression shall unless repugnant to the context or meaning thereof include its successors, assignees and legal representatives of the FIRST PART.

For BLOOT FOZAL HYDRO PVT. LTD.

**Special Secretary (NES)  
to the Govt. of H.P.  
cum-CEO HIMURJA  
Shimla-171 009**

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at '[www.shcilestamp.com](http://www.shcilestamp.com)' or using e-Stamp Mobile App of Stock Holding Corporation of India.

2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

3. The onus of checking the legitimacy is on the users of the certificate.

4. In case of any discrepancy please inform the Competent Authority.

Director



AND

**M/s. Baloot Fozal Hydro Private Limited**, a generating company within the meaning of Section 2(28) of Electricity Act, 2003 having its registered office at Apple Valley Resorts, Mohal, Tehsil and District Kullu, HP- 175131 (hereinafter referred to as the "**Second Party**") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assignees, through Mr. S. Sankaran, Director, authorized vide resolution dated 25.07.2024 of the Firm/Company to execute this Agreement, of the SECOND PART.

Whereas the First Party in accordance with the policy guidelines of the Government of Himachal Pradesh (hereinafter referred to as "GoHP") had allotted Baloot-Fozal (2.00MW) SHEP in district Kullu on 25.04.2007 to M/s Apple Valley Developers, Kullu, Himachal Pradesh. The Techno Economic Clearance (TEC) of project was accorded by HPSEB on 09.12.2009 for 4.60 MW capacity. Thereafter, Tripartite Agreement for the change in name of firm from M/s Apple Valley Developers to M/s Baloot Fozal Hydro (P) Ltd was signed on 23.11.2010. The Implementation Agreement (IA) of the project was signed on 23.11.2010. The revised Technical Concurrence (TC) to Baloot-Fozal SHEP for 5.00 MW capacity was accorded on 18.01.2016 by Directorate of Energy, GoHP vide order no. DoE/CE/TEC- Baloot-Fozal (R) /2015-9845-53 dated 18.01.2016. The 1<sup>st</sup> Supplementary Implementation Agreement for availing One Time Amnesty scheme was signed on 27.01.2021 with the M/s. Baloot Fozal Hydro Private Limited for the implementation of Baloot- Fozal SHEP (hereinafter referred to as "Project")

Whereas the Baloot- Fozal (5.00MW) SHEP is envisaged on Baloot Nallah Tributary of Fozal khad of Beas River Basin in Kullu district between the elevation range of  $\pm 2216\text{m}$  to  $\pm 2020\text{ m}$  as per revised Technical Concurrence (TC);and

Whereas the Second Party has deposited the requisite fees amounting to Rs 5,00,000/- on account of capacity enhancement charges, Rs 20,000/- additional security charges on enhanced capacity of 0.40 MW and processing fee a fresh Rs 1,00,000/- and Rs 4,000/- as processing fee for processing of DPR for addition of capacity submitted through online payment dated 12.09.2023 in favour of the Director, Himurja, Shimla-9; and

Whereas it is deemed necessary and expedient to enter into a 2<sup>nd</sup> Supplementary Implementation Agreement between the parties hereto incorporating the terms and conditions after revision of capacity of the project from 4.60 MW to 5.00MW, this 2<sup>nd</sup> Supplementary Implementation Agreement arrived at for the implementation of the Project; and

**NOW THEREFORE THE PARTIES DO HEREBY AGREE AND AFFIRM  
HEREUNDER AS FOLLOWS:**

**1. STATEMENT OF IMPLEMENTATION OF PROJECT:**

Existing Clause no. 1 of already signed Implementation Agreement (IA) dated 23.11.2010 stand modified and be read as under:

  
Special Secretary (NES)  
to the Govt. of H.P.-  
cum-CEO HIMURJA  
Shimla-171 009

For BLOOT FOZAL HYDRO PVT. LTD.

  
Director



Both the parties agree that **Baloot-Fozal SHEP** for the capacity of **5.00 MW** shall be implemented subject to the terms and conditions mentioned in the already signed Implementation Agreement (IA) with the firm on 23.11.2010 and 1<sup>st</sup> Supplementary Implementation Agreement (SIA) for availing One Time Amnesty Scheme on 27.01.2021 amended to the extent of this Agreement along with other terms & conditions of Implementation Agreement, Supplementary Implementation Agreement.

## 2. GRANT OF PROJECT CONCESSION BY STATE GOVT:

Existing Clause no. 4.1 of already signed Implementation Agreement (IA) dated 23.11.2010 stand modified and be read as under:

The First Party agrees to permit the Second Party, for the project **Baloot-Fozal (5.00 MW)** capacity, to establish, own, operate and maintain the Project for a period of 40 (forty) years and the date shall be reckoned after 30 months (thirty) months from the date of signing of implementation agreement or from the date till which extension in SCOD is granted by the First Party. After the expiry of the Implementation Agreement period of 40 (forty) years, the project shall revert to the First Party free of cost and free from all encumbrances. However, the First Party would have the option to grant a further extension for a period mutually agreed upon between the First Party and the Second Party after re-negotiations of terms and conditions of the already signed Agreement.

## 3. STARTING DATE OF PROJECT:

Para of Existing Clause no. 5.1 of already signed Implementation Agreement dated 23.11.2010 shall stand modified to the extent as under and be read as under, other part of para remains unchanged:

Extension in time period for commencement of construction activities (achieving zero date for commencement of construction activities) shall be granted without levying any extension fee/charges where delays are not attributable to the project developers on the grounds as elaborated in the Swaran Jayanti Energy Policy 2021. Extension charges will be applicable as per the policy provisions of Swaran Jayanti Energy Policy 2021.

## 4. EMPLOYMENT TO HIMACHALIS:

Existing Clause no. 11 of already signed Implementation Agreement (IA) dated 23.11.2010 stand modified and be read as under:

4.1 The Second Party shall have to provide employment to bonafide himachalis in respect of all the unskilled / skilled staff and other non-executives as may be required for execution, operation and maintenance of the project. However, the first preference will be given to oustees. In the event of non-availability of the requisite skilled manpower at various levels with requisite qualification and experience, the Second Party will be free to recruit such persons from outside the state.

4.2 The Second Party shall satisfy that the contractors/sub-contractors engaged by them for the project shall give employment to local people / himachalis for appointment as supervisors, workmen and labourers / workers in the project. The engagement of



minimum himachalis in the project shall be as per the Industrial Policy of the State Government.

- 4.3 In regard to direct recruitment of engineers and other executives, other things being equal in terms of eligibility criteria, qualification, experience etc., the project developer shall give preference to the candidates well conversant with customs, culture, language and dialects of Himachal Pradesh.
- 4.4 The Second Party shall ensure that during the deployment of himachalis in respect of executive/non-executive/workmen (skilled / unskilled) categories at any stage of the project implementation, if it is not possible to recruit 100% staff from himachalis for justifiable reasons, only then the project developer shall maintain not less than 80% of the total employees/officers/executives from bonafide himachalis persons as per State Industry Policy.
- 4.5 The Second Party shall provide employment as per the provision of R&R plan duly approved by the competent authority.
- 4.6 The petty contracts of the road work, retaining walls, buildings construction, carriage of construction material like sand, aggregate, cement, steel etc, engagement of all categories of other service providers, taxis for the staff deployed to the sites, engagement of other light and heavy vehicles, running of canteens / mess engagement of security personnel through ex- servicemen shall normally be awarded to locals / Himachalis.
- 4.7 The Second Party shall also provide training programme to the locals affected by the project so that they are in a position to get employment in respect of various technical/administrative jobs in the Project.

5. **FREE POWER TO GOVERNMENT:**

Existing Clause no. 12.1 of already signed Implementation Agreement (IA) dated 23.11.2010 stand modified and be read as under:

Royalty on water usage in respect of sale of power within the State (captive use or sale to HPSEB Ltd.), will be 9% in shape of free power (energy) to the State from **Baloot Fozal (5.00MW) SHEP** for a period of 12 years reckoned after thirty (30) months from the date of signing of IA of the Project or from the date till which extension in SCOD is granted by the First Party. Beyond 12 years, royalty shall be @ 18% for next 18 years and beyond that @ 27% upto the date of taking over of the project by First Party referred to in Clause 4.1 of the already signed implementation agreement.

6. **FORCE MAJEURE:**

Existing Clause no. 15 of already signed Implementation Agreement dated 23.11.2010 shall stand modified and be read as under:

- 6.1 For the purpose of this agreement, "Force Majeure" shall mean an event which is unforeseeable, beyond the control of the Second Party and not involving the Second Party

fault or negligence. Such events may include acts of the First Party /GoI either in its sovereign or its contractual capacity, war, civil war, insurrection, riots, revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity and earthquakes.

- 6.2. If a Force Majeure situation arises, the Second Party shall promptly inform the First Party in writing of such conditions and the cause thereof. Unless otherwise directed by the First Party writing, the Second Party shall continue to perform its obligations under the agreement, as far as is reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the Force Majeure event.
- 6.3. In the event, a Party is rendered unable to perform any obligation required to be performed by it under this agreement by Force Majeure, the particular obligations shall, upon information to the other Party be suspended for the period of Force Majeure. The time for performance of the relative obligations suspended by Force Majeure shall be extendable by the period of delay which is directly attributable to Force Majeure.

7 **ARBITRATION/RESOLUTION OF DISPUTE:**

Existing Clause no. 16 of already signed Implementation Agreement dated 23.11.2010 shall stand modified and be read as under:

- 7.1 The Parties shall attempt to resolve any dispute in relation to, arising out of or connection with the agreement (hereinafter referred to as the Dispute) by mutual discussions.
- 7.2 Any difference and/or disputes arising at any time between the parties out of this IA or interpretation thereof shall be endeavored to be resolved by the parties hereto by mutual negotiations, failing which the matter shall be referred to a two tier Grievance Redressal Process. The matter shall be addressed by the Departmental Grievance Redressal Committee constituted by the First Party under the Chairmanship of Chief Executive Officer, Himurja, and Shimla. In case the issue remains unresolved to the satisfaction of the Second Party, the matter shall be referred to a State Level Committee. If the Second Party is still not satisfied with the verdict, the dispute shall be subject of the jurisdiction of Civil Courts in Himachal Pradesh.
- 7.3 During the pendency of such proceedings, both Parties shall continue to perform their respective obligations under this agreement, unless the performance of such obligation itself is subject of such proceedings.
- 7.4 No party shall be considered to be in default under this IA for any breach of any of the terms thereof due to the imposition of restrictions and onerous regulations by any Government or statutory authority or agency or other cause beyond its reasonable control.
- 7.5 All legal proceedings arising in connection with this agreement shall be subject to the jurisdiction of the Himachal Pradesh High Court and its subordinate courts in the State of Himachal Pradesh irrespective of the place of performance/execution of the Agreement.



**8. TRANSFER OF PROJECT TO SUBSIDIARY GENERATING COMPANY:**

Existing Clause no. 17 of already signed Implementation Agreement ( IA) dated 23.11.2010 stand modified and be read as under:

**8.1 In case of Non-Himachalis**

The Second Party (Non-Himachalis) implementing Hydro-Electric Projects are permitted to transfer the ownership by way of selling their equity stakes upto 100% during the implementation of the project in the name of any third party at any stage which is possessing equivalent or higher technical and financial strengths. However, there will be no restriction in respect of transfer of the project after commissioning.

In lieu of allowing change in name / transfer equity of Principal Promoters, a fee as per Swaran Jayanti Energy Policy 2021 is to be deposited at the time of signing of Tripartite Agreement for transfer of project along with all liabilities/responsibilities in the name of new entity.

**8.2 In case of Himachalis****Transfer of shares from Himachali to Himachali promoters: -**

In case of Bonafide Himachalis/Co-operative Societies/Companies/ Voluntary Societies/Trusts/Partnership concerns/Sole Proprietorship concerns comprising wholly of Bonafide Himachalis to whom Projects up to 2 MW and above 2 MW up to 5 MW capacity are allotted, the Government may consider the request of the promoters to transfer ownership wholly or partially to any other Bonafide Himachalis/Co-operative Societies/ Companies/Voluntary Societies/Trusts/Partnership concerns/ Sole Proprietorship concerns comprising wholly of Bonafide Himachalis, at any stage after allotment.

**8.3 Transfer of shares from Himachali to Non-Himachali promoters:**

In case of Bonafide Himachalis to whom projects up to 5 MW capacity are allotted, the Government may consider the request of promoters to sell/transfer 74% equity shares during implementation of project to Non-Himachalis which is possessing equivalent or higher technical and financial strengths and full disinvestment after commissioning.

In lieu of allowing sale/transfer of equity shares from Himachali promoters to Non-Himachali and change in name of the company, a fee as prescribed in Swaran Jayanti Energy Policy 2021, shall be charged at the time of signing of Tripartite Agreement for transfer of project in the name of new entity.

**8.4 The fee shall be charged from the Second Party, both Himachalis & Non Himachalis, for changes in the shareholding/name of entity.**

- 8.5 In case the Second Party changes the name of the company/change shareholding within permissible limit without prior approval of the Government, penalty as per Swaran Jayanti Energy Policy 2021 for each change shall be payable by the Second Party.
- 8.6 In case of death of any of the promoters the shares will be transferable to his legal heir(s) after approval of the First Party.
- 8.7 Transfer of equity shares by Himachali to Non Himachali / Himachali together, is allowed within the percentage as prescribed herein above.

**9. COMPOSITION OF LADF:**

Existing Clause no. 19 of already signed Implementation Agreement ( IA) dated 23.11.2010 stand modified and be read as under:

The LADF shall comprise of contribution by project based on project cost free power after commissioning as envisaged in the State and National Hydro Power Policies. The hydro project developer's in the State shall contribute towards LADF in two stages.

**9.1 Prior to Commissioning of the Project:**

- 9.1.1 The Second Party shall contribute a minimum of 1.5% of final cost of the Project for projects of more than 5.00 MW capacity and a minimum of 1% for projects of capacity upto 5.00 MW. While the project authorities have to contribute minimum of 1.5% or 1% (as the case may be) of the project cost to LADF, they may contribute more, if they so desire. Initially, the LADF will be worked out on the basis of the Project cost as per DPR for depositing with the concerned Deputy Commissioner (DC). After completion of the Project, the LADF will be worked out on the final completion cost.
- 9.1.2 The Project cost will be as approved by CEA/State Govt. and include IDC, CAT, R&R expenses etc. Escalation will be included when the revised TEC is given. As the entire cost is included in calculating tariff for PPAs as per regulatory guidelines, it would be appropriate to follow the same guidelines for calculating the LADF contribution. Therefore, the total cost as per TEC will be taken as basis for calculating LADF contribution. It would be adjusted as and when TC is revised in the course of project construction/completion.
- 9.1.3 The balance amount of LADF worked out on final cost shall be deposited by the Second Party within one year of Commercial Operation Date (COD) of the Project.

**9.2 After Commissioning of the Project**

Second Party shall contribute 1% free power for LADF over and above the rates of royalty agreed to be paid to the State Government in the Implementation Agreement/ Supplementary Implementation Agreement, as the case may be. This additional 1% (one percent) free power, over and above the royalty component provided to the host State will be a pass through in tariff. The revenue collected by the Nodal Agency (Directorate of Energy from sale of such 1% free power (contribution from the Second Party) will be transferred to the Local Area Development Fund for such project.



### 9.3 REALIZATION OF LADF CONTRIBUTION:

#### 9.3.1 Prior to Commissioning of Project:

Contribution to be made prior to commissioning of the Project shall be released by Second Party in the following manners:-

- i) 1<sup>st</sup> installment comprising of 25% of total payable LADF is to be deposited within six months of signing of Implementation Agreement (IA) i.e at the time of achieving zero date.
- ii) 2<sup>nd</sup> installment of 25% will be paid within one year of zero date and 3<sup>rd</sup> installment of 50% will be paid within two years from achieving of zero date.

#### 9.3.2 If Second Party wishes to make a contribution in advance of this schedule, it will be accepted

#### 9.3.3 In case of failure to adhere to the time lines as prescribed under a) and b) above, the Second Party shall be liable to pay interest on the due amount of LADF @ 12% per annum.

#### 9.3.4 In case of failure to deposit pre-commissioning LADF due by the project developer, the recovery of the amount due along with interest component shall be carried out in the terms of energy to be computed as an uniform percentage of the deliverable energy, six month after COD of the project. The quantum of deduction shall be worked out on the basis of average sale rate corresponding to the previous year realization on account of sale of free power by Directorate of Energy and the same shall be recovered within next one year in 12 equal installments. This provision will also apply to the commissioned projects which are defaulting in the payment.

#### 9.3.5 The expenditure incurred by the developer on various activities executed on the demands of local villages/Project Affected Area/Zone, shall be liable for adjustment against the dues of LADF as defined in the Swaran Jayanti Energy policy 2021,

#### 9.4 After Commissioning of the Project:

The 1% free power contribution to LADF shall be sold by the State Government along with its share of normal free power. The amount equivalent to average net realization per unit multiplied by the number of units for which 1% is to be paid will be placed at the disposal of LADC annually. The average price per unit will be worked out on the basis of net proceeds of total free power sale by GOHP divided by the total number of units involved, after allowing 2 paisa per unit to be retained by the State government as the expenses of Directorate of Energy. The provision for the disbursement of the amount to be received against sale of 1% Additional Free Power on account of Local Development Fund (LADF) as under:

- a) 50% of the total amount of LADF will be divided amongst the Gram Panchayats in proportion to the land acquired in each Gram Panchayat for equal distribution among the PAFs.

- b) Balance 50% of the total amount of LADF to be divided to all the families in PAA equally.

10. **NOTICE:**

Any notice required to be given to either party under this agreement shall be deemed to be served if sent by Cable, Fax or Telex followed by a confirmation letter delivered by hand or sent by registered post to their respective addresses.

**ADDRESSES**

For First Party/HIMURJA

Secretary (NES),

to the GoHP,

Himachal Pradesh Secretariat,

For Second Party

M/s. Baloot Fozal Hydro Private Limited,

Apple Valley Resorts, Mohal, Tehsil and

District Kullu HP 175131

Special Secretary (NES), to the GoHP-cum-

Chief Executive Officer, HIMURJA, Block-8A, SDA Complex,

Kasumpti, Shimla, HP-171009

FAX NO. 0177-2622635

Either Party may change the address at which notice is to be delivered by duly informing the other party in writing.

11. **GOVERNING LAWS:**

Existing Clause no. 21 & 22 of already signed Implementation Agreement ( IA) dated 23.11.2010 stand modified and be read as under:

The rights and obligations of the parties under or pursuant to this agreement shall be governed by and constituted according to Indian Law. This agreement shall be subject to the jurisdiction of the Himachal Pradesh High Court at Shimla.

12. Any violations of the above-mentioned issues concerning policy parameters, IA may results into monetary penalty including cancellation of the project.
13. Second Party agrees to pay outstanding amount, if any to the First Party, within a month from the date of communicating the same to the Second Party.
14. The other terms and conditions of the already signed Implementation Agreement with the firm on 23.11.2010 and 1<sup>st</sup> Supplementary Implementation Agreement for availing One Time Amnesty Scheme signed on 27.01.2021 between the First Party and Second Party shall remain unchanged.
15. This 2<sup>nd</sup> SIA and already signed Implementation Agreement dated 23.11.2010 and 1<sup>st</sup> Supplementary Implementation Agreement for availing One Time Amnesty Scheme signed

  
Special Secretary (NES)  
to the Govt. of H.P.-  
cum-CEO HIMURJA  
Shimla-171 009

For BLOOT FOZAL HYDRO PVT. LTD.

  
Director



on 27.01.2021 shall be in force simultaneously till the validity of the Implementation Agreement.

16. Second Party agrees that if at a later stage, it is found that some information has been suppressed or false documents have been supplied by them at the time of submission of application or subsequently, the whole responsibility will be theirs and GoHP will be at liberty to take legal action against them.
17. Second Party agrees that in case of any inadvertent omission or commission or mistakes, appearing in this Agreement, are liable to be rectified at any time on or after commissioning of the project to bring the terms and conditions in accordance with the extent of Swaran Jayanti Energy Policy 2021/Rules and Guidelines of the State Government that may be enforced from time to time.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE SIGNED, SEALED AND DELIVERED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

For and on behalf of

Government of Himachal Pradesh

For and on behalf of

M/s. Baloot Fozal Hydro Private Limited,  
For BLOOT FOZAL HYDRO PVT. LTD.

(Shubh Karan Singh, IAS)  
Special Secretary (NES)

Cum (CEO) Himurja  
to the Govt. of H.P.  
cum-CEO HIMURJA  
Shimla-171 005  
Government of  
Himachal Pradesh.

(Mr. S. Sankaran) Director  
Director

Witnesses By:

1.

*[Signature]*  
29/1/21.  
PD-cum-Dy. CEO  
HIMURJA.

2.

*[Signature]*  
29/1/21  
Pm (Hydro)  
Himurja Hqs.

1.

*[Signature]*  
(Pradeep Bhatt)  
R/o Khabra, Shimla-2

2.

*[Signature]*  
(Navneet Lall)  
Sunnydale Cottage  
Chatta Shimla  
H.P. - 171002

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No. SE-IPHK-WA-V-NOC/2011- 13797- 15301  
Government of Himachal Pradesh  
IPH Department

Dated Kullu the 9th<sup>34</sup> Dec. 2011

To

The Executive Engineer.  
IPH Division, No.1 Kullu.

Sub: - Issue of No Objection Certificate in respect of Baloot Fozal Small Hydro Electric Project (4.6 MW) in District Kullu-HP.

Please refer to your office letter No. IPH-IPHK-WA-NOC/2011- 11891-92 dated 13.10.2011 and even file No. 14410 dated 30.11.2011 on the subject cited above vide which the case for issuing NOC has been recommended in favour of M/S Baloot Fozal Hydro Pvt. Ltd. Apple Valley Resorts Pvt. Ltd. VPO Mohal District Kullu-HP with the remarks that no Water Supply/ Irrigation scheme will be affected by construction of this project. The NOC for construction of (4.6 MW) is hereby accorded subject to following terms and conditions: -

1. The firm shall enter into legal agreement with the department in this respect.
2. That the Chief Engineer (MZ) I&PH Department, Mandi shall be the sole adjudicator of any dispute arising during construction as well as subsequently and his decision shall be binding on all the parties.
3. In case there is any scarcity of water due to drought or any other reason, the requirement of the IPH Department shall have precedence over the requirement of this Hydro Power Project.
4. The firm shall ensure adequate minimum environment flow in river below the diversion site to take care of aquatic life and ecology of the area. However, the minimum flow shall not be less than 15% of the available discharge at any time in the river as per Govt. policy.
5. The firm shall rehabilitate/ repair/ compensate for the I&PH assets/water resource as well as Private Kuhls/ Irrigation schemes/ Water Supply Schemes in case these are damaged or adversely affected due to construction/operation of the project. During restoration period the arrangement for providing of water to the beneficiaries shall be made through tankers and other alternative possible arrangements by the firm.
6. Additional water required by the department in future in addition to the projected demand will get priority over the water requirements of the firm.

**"Save Water Save Life on Earth"**



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7. In addition to I&PH Department requirement, the firm will also satisfy the requirement of private users, if any.
  8. That the department will have liberty to draw water from **Fozal Nallah** (upstream and downstream) for construction of any irrigation and water supply schemes as and when required in future and, If any schemes, sources of water up and down stream of the HEP get affected, the executing agency will have to deposit the original cost of schemes including its remodeling and restoration, augmentation cost as the case may be with the department in advance so as to make these facilities available to the affected area(s) for which the company will have no objection.
  9. The firm will release 80 LPS of water for proposed irrigation and drinking water supply scheme purposed (these requirements are in addition to 15% flow of the available discharge as mentioned in condition 4 above) water should be free from silted water from the desilting tank etc. To ensure the above discharge, automatic discharge meter required to be fitted by the project authority.
  10. The present and future quantity of water for proposed WSS will be tapped by the department from (**Fozal Nallah**) up stream of the intake of the HEP and the department will have precedence over the requirement of the proposed project.
  11. The above NOC may be issued and ensure that there is no scheme affected or down below the head weirs and above tale race.

Superintending Engineer,  
I&PH Circle, Kullu-HP.

Copy to the Principal Secy. (IPH) to the Govt. of Himachal Pradesh Shimla for information please.

Copy to Engineer-in-Chief, I&PH Department, US Club, Shimla-1 for information please.

Copy to Chief Engineer (CZ) I&PH Department, Mandi for information please.

Copy to of M/S Baloot Fozal Hydro Pvt. Ltd. Apple Valley Resorts Pvt. Ltd. VPO Mohal District Kullu-HP for information.

Superintending Engineer,  
IPH Circle, Kullu-HP.

**"Save Water Save Life on Earth"**

No. FSH-F (2)39/2011-ARC-Baloot Fozal- 3063  
 Directorate of Fisheries,  
 Himachal Pradesh.

From

The Director cum-Warden of Fisheries,  
 Himachal Pradesh

To

✓ M/s Baloot Fozal Hydro Private Limited,  
 Apply valley Resorsts Pvt. Ltd.,  
 VPO-Mohal, Distt - Kullu (H.P.)-175126.

Dated Bilaspur-174001 the, 26/2/16

Subject: -

NOC for Bloot Fozal SHEP(5.00 MW) from State Fisheries Department.

Sir,

I invite a reference of your letter No Nil dated 22.02.2016 vide which you have sent a demand draft bearing No. 224523 dated 20.02.2016 for ₹ 2.50 Lac (Rupees Two Lac Fifty Thousand) only towards Fisheries development fund along with duly notarized affidavit regarding subject cited supra.

Keeping in view the undertaking/affidavit given for the disposal of silt/mud and sustenance of aquatic fauna, the Department of Fisheries, Himachal Pradesh has no objection the project is started at the site.

This may be treated as NO OBJECTION CERTIFICATE.

Yours faithfully



(Gurcharan Singh  
 Director-cum-Warden of Fisheries  
 Himachal Pradesh, Bilaspur  
 E-mail : [fisheries.hp@nic](mailto:fisheries.hp@nic)  
 Tel/Fax: 01978-2240

Dated:-

Enclst No. -As above

Copy forwarded for favour of information to:-

1. The Addl. Chief Secretary (Fisheries) to the Government of H. P., Shimla-2.
2. The Director, HIMURJA, SDA Complex, Kasumpti, Shimla-9(HP).
3. The Deputy Director of Fisheries, Patlikuhl, Distt Kullu (HP)
4. Incharge, Web Cell, Directorate of Fisheries, HP for necessary action.
5. M/s Bloot Fozal Hydro Pvt Ltd., D-126, Defence Colony, New Delhi-110 024.

(Gurcharan Singh  
 Director-cum-Warden of Fisheries  
 Himachal Pradesh, Bilaspur  
 E-mail : [fisheries.hp@nic](mailto:fisheries.hp@nic)  
 Tel/Fax: 01978-2240



Himachal Pradesh  
Public Works Department

NO OBJECTION CERTIFICATE

As recommended by the Assistant Engineer Katrain Sub Division HP.PWD. Katrain vide his office letter No.2456 dated 30.3.2011. The Baloot Fozal Hydroelectric (4.6 M.W.) Project in District Kullu projected by Baloot Fozal Hydro Pvt. Ltd. Regd. Office Apple Valley Resort Pvt. Ltd. V.P.O. Mohal District Kullu. On inspection of the site that at present there is no road alignment has been proposed near the said site of above named project but in future the road has to be proposed to connect the village Kathi and Kaistha. However this Department has no objection for setup a Power Project of (4.6 M.W.) subject to the following condition:-

- 1 That the Project weir site and power house road be made available to provide the link road connectivity to village Kathi and Kaistha.
- 2 That the company will not stack any construction material at the road side during the time of construction.
- 3 That there shall be no any type of traffic hindrance during the construction activity by the company.
- 4 The company may ensure that no debris should be thrown on the PWD road/Land
- 5 That at the time of construction of the project any damage to the Pichhalihar Kathi Kukri road structure such as Culverts, Drains and road furniture from which the construction material and other project Machinery will be moved through the above road caused by the company shall have to be restored to its original position by the company

Executive Engineer,  
Kullu Division No.-II,  
HP.PWD. Kullu.  
Dated - 20.4.11

No PW/KD-II/NOC/Steno/2011

608-09

Copy to the Assistant Engineer Katrain Sub Division HP PWD Katrain for information with reference to his office letter No.2455 dated 30.3.2011.

✓ Copy to Baloot Fozal Hydro Pvt. Ltd. Regd. Office Apple Valley Resort Pvt. Ltd. V.P.O. Mohal District Kullu for information and necessary action with reference to his application No.BF/HPPWD/2011/1 dated 4.2.2011.

Executive Engineer,  
Kullu Division No.-II,  
HP.PWD. Kullu.





Corporate Off. Add  
C-209, F/F,  
Sector-100  
Noida-201 304

## BLOOT FOZAL HYDRO PVT. LTD.

Corp. Office : A-238, 2nd Floor, Defence Colony, New Delhi – 110 024

Phone : 011- 40581606

Email : blootfozal@gmail.com

Regn. No. : CIN-40101HP2010PTC031345

It is certified that Sh. Anoop Kumar S/o Late Sh. Prithi Chand R/o Vill. Henja PO Bhawarna Tehsil Palampur, Distt. Kangra is authorized to sign and process the forest diversion proposal and follow up with concerned departments on behalf of the company i.e. M/s Bloot Fozal Hydro Private Limited.

Authorized Signatory  
Bloot Fozal Hydro Pvt. Ltd.

Specimen Sign. of the Authorized person



1. ....
2. ....
3. ....