


CERTIFICATE OF NON AVAILABILITY OF NON
FOREST LAND FOR COMPENSATORY AFFORESTATION
IN RESPECT OF M/S BALDEV SINGH HYDRO POWER
FOR CONSTRUCTION OF LOWER IQU SMALL HYDRO
PROJECT (1MW) IN TEHSIL DHARAMSHALA OF DISTT
KANGRA WITHIN JURISDICTION OF DHARAMSHALA
FOREST DIVISION.

As per report of Sub Divisional Officer (Civil)
Dharamshala vide letter no. 201/SDK dated 29-05-2018, it is
certified that there is no- non forest land available in Mohal
Bagiarra , kand (Kand Kardiyana) Tehsil Dharamshala District
Kangra H.P. for raising compensatory afforestation.

As such the compensatory afforestation shall be
done on above land in non forest land on double the area
required for the construction of Lower Small Hydro Project
(1MW) in Tehsil Dharamshala of Distt Kangra H.P.

No. 2305...../DRA

Dated : 08/06/2018


Collector,
Kangra at Dharmshala

Regd.

HIMURJA
(H.P. GOVT. ENERGY DEVELOPMENT AGENCY)
SHIMLA - 171 009.

No. HIMURJA/SHP-2016 - 64610

Dated 22-07-2017

To

M/s Baldev Singh S/o Diwan Chand,
VPO. Sahoura, Tehsil & Distt. Kangra (HP)

Subject: - Consent for exclusive time bound right for preparation of Project Report for the Small
Hydel Project Lower Iqu-I (1.00MW) in Kangra District, Himachal Pradesh -
Submission of feasibility report of (1.00MW) capacity

Dear Sir,

This is in reference to your letter No.Himurja/SHP/Lower IQU-I(109)17/TEC-021 dated 17.03.2017 vide which Feasibility Report in respect of Lower Iqu-I SHEP in District Kangra has been submitted to Himurja. After examining the Feasibility Report, the parameters are frozen as under:


Sr. No	Name of Project	River/ Stream	District	Elevation Range (Diversion to Tail race)	Capacity	Tentative Land Required
						Forest/ Private Land
1	Lower Iqu-I	Iku Khad	Kangra	EL:±1155m to ±1090m	1.00MW	3-45-96 Hac

It is further stated that the approval of the Feasibility Report (FR) of Lower Iqu-I SHEP in District Kangra shall be subject to the following conditions -

1. There shall be no change in the elevations from the elevation frozen in the FR.
2. Discharge data has to be observed for optimization of capacity in the DPR, if it varies from the figure of Feasibility Report. Technical Concurrence is required to be obtained from DOE.
3. Evacuation point has to be got finalized from HPSEBL/HPPTCL. However the land for transmission has been included in the Land requirement.
4. As per laid down guidelines riparian distance of 50 mtrs elevation wise or 250m horizontal distance is to be maintained between upstream and downstream projects to allow visible flow of water in the stream/Nalla while carrying out detailed survey/studies, but it is not demonstrated in the FR. The same should be followed strictly, failing which the allotment is liable to be cancelled for violation of the same.
5. Elevations of each component must be marked in the Contour plan and should also be included in the salient feature after carrying proper survey. Copy of which is also to be forwarded to Himurja.

Therefore, you may go ahead for obtaining various clearances/NOC's on the basis of parameters frozen herein above.

Yours Sincerely,


(Er K. L. Thakur)
Director
Himurja, Shimla-171009

Himachal Pradesh
Public Works Department

No. PW-SEV- WS-II-NOC /2017-
To

2298-2300

Dated:- 6-6-2017

M/S Baldev Singh,
S/o Sh.Diwan Chand,
V.P.O. Sahoura,
Teh. & Distt. Kangra (HP)

Subject:- Regarding issuance of "No Objection Certificate" for installation of Lower IQU-I (SHEP) Small Hydel Electric Project (1MW) on Lower IQU-1 in Teh. Dharamshala, Distt. Kangra (HP)

As recommended by the Executive Engineer, HP.PWD. Division Dharamshala vide letter No. 326-28 dated 19.5.2017, N.O.C. for the construction of above mentioned project is hereby issued subject to the following conditions for taking further necessary action:-

1. No damage to the Govt.PWD property such as roads, road side structures etc. be caused during and after completion of the project . If any damage done, the firm will restore the same within a minimum possible time as will be fixed by this department at their risk and cost.
2. No debris/materials of any kind be stacked/dumped on or along PWD road/land.
3. No hindrance of any kind be created to the flow of traffic during and after execution of the project.
4. Bifurcation point from HPPWD road to project site be always kept in good service conditions by providing adequate necessary maintenance.
5. No construction be carried out on or adjacent to HPPWD road/land without prior approval of competent authority.
6. Any culvert/channel to cross PWD road the proposal shall be got approved & supported with the detail design and specification from the competent authority.
7. No road crossing be done without prior approval of the competent authority.
8. In case the Govt. requires to execute the road work to link the villages and requires shifting of structure, the company will remove their property without any claim.
9. All points as per affidavit submitted by you should be adhered to strictly otherwise N.O.C. issued will be stand cancelled.

DA/Nil.


Superintending Engineer,
5th Circle, HPPWD, Palampur.

Copy to the Chief Engineer (KZ), HPPWD at Dharamshala for information please.

Copy to Executive Engineer, HP.PWD. Dharamshala for information with reference to his letter referred above.

DA/Nil.


Superintending Engineer,
5th Circle, HPPWD, Palampur.

कार्यालय ग्राम पंचायत कण्ड करड़ियाणा

विकास खंड धर्मशाला काँगड़ा (हि० प्र०) पिन -176052

अध्यक्षता प्रधान/उप प्रधान श्री/श्रीमति शारदा देवी पंचायत/ग्राम सभा बैठक उपस्थिति 01/04

प्रतिलिपि प्रस्ताव नं० 07

दिनांक 15-04-2018

विषय:- लोहर इक्कू खड्ड में **SMALL HYDRO PROJECT IMW** लगाने की अनापति बारे। (बलदेव सिंह स्पुत्र श्री दिवान चन्द)

आज की ग्राम सभा बैठक में बलदेव सिंह स्पुत्र श्री दीवान चन्द के आवेदन पर विचार विमर्श किया कि लोहर इक्कू खड्ड में वो **IMW** का **SMALL HYDRO PROJECT** लगवाना चाहते हैं जिसके लिए उन्हें ग्राम सभा कंड करड़ियाणा की NOC की आवश्यकता है जो कि हिम उर्जा विभाग द्वारा वांछित है। उपस्थित सदस्यों ने बताया कि इस किसी को कोई आपति नहीं है।

अतः ग्राम सभा कंड करड़ियाणा सर्वसम्मति से प्रस्ताव पारित करके प्रतिलिपि श्रीमान सम्बन्धित अधिकारी महोदय की सेवा में प्रेषित करके उनको उक्त प्रयोजन हेतु अनापति प्रमाण पत्र देती है। इस पर किसी भी ग्राम सभा सदस्य को कोई आपति नहीं है। ग्राम सभा सदस्यों ने यह अनापति इस आशय से उक्त **PROJECT** को जारी की कि भविष्य में इसके अन्तर्गत जो कर्मचारी रखे जाएंगे उसमें इस पंचायत के लोगों को प्राथमिकता दी जाए। व पंचायत के विकास के लिए जो **LADA** के अन्तर्गत धनराशि दी जाती है वह भी समय-2 पर देनी होगी। **SMALL HYDRO PROJECT** लगाने वालों को सफाई का भी विशेष ध्यान रखना होगा ताकि पंचायत क्षेत्र में किसी भी प्रकार की कोई गन्दगी न फैलें।

प्रमाणित किया जाता है कि नकल मुतातिक कार्यवाही रजि० अनुसार असल व सही है।



हस्ताक्षर Sharda Devi
21-4-2018

पंचायत सचिव
ग्राम पंचायत कण्ड करड़ियाणा
विकास खंड धर्मशाला काँगड़ा
21-4-2018

**DIVERSION OF 0.5151 HA. OF FOREST LAND FOR CONSTRUCTION OF LOWER IKU - I SMALL
HYDRO PROJECT 1 MW IN DISTRICT KANGRA (H.P.)**

FILE NO.

DATE OF PROPOSAL :

: **FP/HP/HYD/41533/2019**

CHECK LIST SERIAL NUMBER: - 22

ANNEXURE - A

1. Details regarding Transmission Lines

Sr. No.	Particulars	Remarks
1.	Voltage of Transmission Line (KV)	11 kV
2	Total length of the Transmission Line	260 m
3	Length passing through forest area	260
4	Right of Way	7 m*
5	Number of Towers to be erected	4
6	Number of Towers to be erected in forest area	4
7	Height of Transmission Towers	9 m

3. Details regarding Road / Railway Lines

Sr. No.	Particulars	Remarks
1.	Length and width of the strip and forest area required	Length 260 m & Width 4 m Area Required 0-18-22 ha
2	Total length of the road	260 m
3	Length of the road already constructed	Nil
4	Length of the road passing through forest	260 m

*The ROW for Transmission Line has been taken as 7 m for laying 11 kV Transmission Line, common with road for entire length.

For M/s Mongra Hydro Construction (P) Ltd.



Authorised Signatory

Place : Shahpur

Dated :

**DIVERSION OF 0.5151 HA. OF FOREST LAND FOR CONSTRUCTION OF LOWER IKU - I SMALL HYDRO PROJECT 1 MW IN
DISTRICT KANGRA (H.P.)**

FILE NO. : **FP/HP/HYD/41533/2019**

DATE OF PROPOSAL :

ANNEXURE - "C"

PROFORMA - IV ((Refer item no. 9(I) to (IV))

**STATEMENT SHOWING DETAILS OF THE ROAD TO BE CONSTRUCTED FROM PWD ROAD NEAR BAGIARRA TO POWER
HOUSE OF LOWER IKU SHP IN DISTRICT KANGRA, HIMACHAL PRADESH**

Sr. No	R.D no.from	R.D no. to	Distance in Meters			Width of right of way (meter s)	Area of the road			Name of village and forest nearby	Muck debris to be produced (Total) '000 M ³	Muck debris to be used locally '000M ³	Muck debris to be dumped '000M ³	Remarks
			In forest land	In non forest land	Total		In forest land (sq.mt) (4 X 7)	In non forest land (sq.mt) (5 X 7)	Total (sq.mt) (4 X 7)					
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
1	0/0	0/100	100	0	100	4	400	0	400	Bagiarra Kand	225	90	135	Muck Generated shall be utilized for backfilling of embankments and the left out muck shall be dumped in Dumping Site
2	0/100	0/200	100	0	100	4	400	0	400	Kand	225	90	135	
3	0/200	0/260	60	0	60	4	240	0	240	Kand	135	54	81	
TOTAL			301	0	301	6	1040	0	1040		585	234	351	

For M/s Mongra Hydro Construction (P) Ltd.

Authorised Signatory

Place : Shahpur

Dated :

**DIVERSION OF 0.5151 HA. OF FOREST LAND FOR CONSTRUCTION OF LOWER IKU - I SMALL HYDRO PROJECT I MW IN
DISTRICT KANGRA (H.P.)**

FILE NO. : **FP/HP/HYD/41533/2019**

DATE OF PROPOSAL :

ANNEXURE - "E"

PROFORMA - I (See Note Below Item No. 7)

**STATEMENT SHOWING TOWER TO TOWER REQUIREMENT OF DIFFERENT KINDS OF LAND FOR 11 KV TRANSMISSION LINE
FROM POWER HOUSE TO EVACUATION POINT IN DISTRICT KANGRA HIMACHAL PRADESH**

Sr. No.	Tower no. & its type		Length in (mts) between n 2 & 3 (Total)	Length in		Name of forest land (Strip)	Width of right of way (mts)	Area to be used in		Total area to be used (9 + 10)	No. of trees in forest land		Remarks
	From	To		Forest land (mts) (out of 4)	Non forest land (mts) (out of 4)			Forest Land (5 X 8)	Non forest Land (6 X 8)		Enumera ted	To be felled	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.
1	0-11 kV	1-11 kV	70	70	0	Bagiarra	7	490	0	490	Nil	Nil	No felling of trees is involved in the laying the Transmission Line on Forest Land
2	1-11 kV	2-11 kV	55	55	0	Bagiarra / Kand	7	385	0	385	Nil	Nil	
3	2-11 kV	3-11 kV	62	62	0	Kand	7	434	0	434	Nil	Nil	
4	3-11 kV	4-11 kV	73	73	0	Kand	7	511	0	511	Nil	Nil	

For M/s Mongra Hydro Construction (P) Ltd.



Authorised Signatory

Place : Shahpur


Dated :

COMPONENT WISE DETAIL OF AREA INVOLVED FOR CONSTRUCTION OF LOWER IKU - I SMALL HYDRO PROJECT (1 MW)
TEHSIL DHARAMSHALA, DISTRICT KANGRA (H.P.)

Sr. No.	District	Division	Component	Range / Village	Khasra No.	Length	Breadth	Forest Area	Area in ha	Classification	Legal Status
1	Kangra	Dharamshala	Intake / Trench Weir	Bagiarra	1064 / 1	20.00	8.00	160.00	0-01-60	Gair Mumkin Khad	UCF
2	Kangra	Dharamshala	Conveyancy Channel	Bagiarra	1063 / 14 / 1	9.00	2.00	18.00	0-00-18	Jungle Mehfooza Gair Mehduda	UPF
3	Kangra	Dharamshala	De-Silting Tank	Bagiarra	1063 / 14 / 2	21.00	8.00	168.00	0-01-68	Jungle Mehfooza Gair Mehduda	UPF
4	Kangra	Dharamshala	Water Conductor System / Pipe Line	Bagiarra	1063 / 14 / 3	360.00	2.00	720.00	0-07-20	Jungle Mehfooza Gair Mehduda	UPF
5	Kangra	Dharamshala	Forebay Tank	Bagiarra	1063 / 14 / 6	10.00	10.00	100.00	0-01-00	Jungle Mehfooza Gair Mehduda	UPF
6	Kangra	Dharamshala	Spillway	Bagiarra	1063 / 14 / 5	45.00	2.00	90.00	0-00-90	Jungle Mehfooza Gair Mehduda	UPF
7	Kangra	Dharamshala	Penstock	Bagiarra	1063 / 14 / 7	169.00	2.00	338.00	0-03-38	Jungle Mehfooza Gair Mehduda	UPF
8	Kangra	Dharamshala	Penstock	Bagiarra	1066 / 1	276.00	2.00	552.00	0-05-52	Jungle Mehfooza Gair Mehduda	UPF
9	Kangra	Dharamshala	Power House	Bagiarra	1066 / 3	15.00	15.00	225.00	0-02-25	Jungle Mehfooza Gair Mehduda	UPF
10	Kangra	Dharamshala	Tail Race	Bagiarra	1066 / 4	6.00	2.00	12.00	0-00-12	Jungle Mehfooza Gair Mehduda	UPF
11	Kangra	Dharamshala	Road / Transmission	Bagiarra	1066 / 5	31.43	7.00	220.00	0-02-20	Jungle Mehfooza Gair Mehduda	UPF
12	Kangra	Dharamshala	Road / Transmission	Bagiarra	1067 / 1	6.00	7.00	42.00	0-00-42	Gair Mumkin Nala	UCF
13	Kangra	Dharamshala	Road / Transmission	Kand	3 / 1	117.43	7.00	822.00	0-08-22	Jungle Mehfooza Gair Mehduda	UPF
14	Kangra	Dharamshala	Road / Transmission	Kand	2 / 1	105.43	7.00	738.00	0-07-38	Jungle Mehfooza Gair Mehduda	UPF
15	Kangra	Dharamshala	Dumping Site - I	Bagiarra	1063 / 14 / 4	15.00	10.00	150.00	0-01-50	Jungle Mehfooza Gair Mehduda	UPF

16	Kangra	Dharamshala	Dumping Site - II	Bagiarra	1063 / 14 / 9	18.00	14.00	252.00	0-02-52	Jungle Mehfooza Gair Mehduda	UPF
17	Kangra	Dharamshala	Dumping Site - III	Bagiarra	1063 / 14 / 8	15.00	10.00	150.00	0-01-50	Jungle Mehfooza Gair Mehduda	UPF
18	Kangra	Dharamshala	Dumping Site - IV	Bagiarra	1066 / 2	15.00	15.00	225.00	0-02-25	Jungle Mehfooza Gair Mehduda	UPF
19	Kangra	Dharamshala	Dumping Site - V	Kand	3 / 2	13.00	13.00	169.00	0-01-69	Jungle Mehfooza Gair Mehduda	UPF
Total land Proposed								5151.00	0-51-51	ha	

For Mongra Hydro Construction (P) Ltd.


 Authorised Signatory



(H.P. Govt. Energy Development Agency)
HIMURJA, Urja Bhawan SDA Complex Kasumpti Shimla-171009
PHONE-177-2620365, 2621783, 2625306, 2621623, FAX 177-2622635

No. HIMURJA/ SHP/ Lower Iku-1 (109)/2016 13641

Dated : 19-12-2016

To

M/s Baldev Singh S/o SH Diwan Chand, VPO
Sahoura, Tehsil & Distt Kangra-176209

Sub:-

Consent for exclusive time bound right for preparation of Project Report for the Small Hydel Project Lower Iku-1 (1.00) MW in Kangra District, Himachal Pradesh.

Dear Sir,

I am directed to inform that after considering your application for the SIP, the State Government has consented to give you the exclusive right for preparation of DPR for subsequent implementation of SHP in H.P. The details of the project for which consent has been granted is as below:-

Sr. No.	Name of the Project	River/ Stream	Distt.	Elevation Range (Diversion site to Tail race)	Estimated Capacity (MW)
1	Lower Iku-1	Iku	Kangra	± 1155 -1090 m	1.00

1. FR FINALISATION

The IPP shall submit a comprehensive Feasibility Report (FR) to Himurja prepared by a reputed consultant within six months of issuance of this letter along with the credential of the consultant. Feasibility Report (FR) shall be based on actual Survey & Investigation containing site detail, hydrological data, location of project components, power studies for capacity determination, land requirements, layout plan, single line diagram, E & M equipment specifications and cost analysis etc. Extension of three (3) months subject to deposition of extension fee @ Rs 10,000/- per MW per month is allowable. If the IPP fails to submit Feasibility Report within extended period project is liable to be cancelled.

2. IPP shall have to deposit security, processing fee, upfront premium based on the allotted capacity within two months from the date of issuance of this consent.

2.1. SECURITY (REFUNDABLE)

The Security charges (refundable) in the shape of Demand draft is to be furnished in favour of "DIRECTOR HIMURJA" payable at Shimla @ Rs. 50,000/- per MW. If the requisite documents such as PFR, Upfront premium and post allotment processing fee etc. as prescribed in the consent letter are not deposited in time, the project shall be cancelled and this amount will be forfeited. This amount will also be used as performance guarantee for different milestones and adjusted against extension charges that may have become due and were not paid in case of cancellation of project at any stage.

The above security shall be refundable to IPP after signing of IA.

2.2 PROCESSING FEE (NON-REFUNDABLE)

Furnishing of the Processing Fee (non-refundable) in shape of Demand Draft in favour of "Director, HIMURJA" payable at Shimla. The processing fee for Himachali, Cooperative society/Company comprising of the bonafide Himachalis shall be Rs. 25,000/- upto 2 MW and beyond 2.00 MW upto 5 MW @ Rs.25,000/- + Rs.10,000/- per MW (for the capacity exceeding 2 MW). For others i.e. Non- Himachalis the processing fee shall be Rs. 2.00 lac per Project.

If an IPP enhances the capacity of already allotted Project after Technical Concurrence/ signing of IA, then the IPP shall be required to furnish the processing fee afresh at the rate specified above.

2.3 (a) UP-FRONT PREMIUM (NON-REFUNDABLE)

Upfront premium (Non-refundable) shall have to be furnished in shape of Demand Draft in favour of Director Himurja, payable at Shimla.

Up-front premium shall be charged in two stages-

- i) @ Rs.45000/- per MW at the time of allotment of the project i.e within two months from the date of this consent letter and
- ii) Balance upfront premium @ Rs. 45000/- per MW at the time of signing of the IA.

Whereas for projects upto 2 MW upfront premium is exempted

2.3 (b) If after enhancement of capacity the capacity of the project remains upto 5 MW the IPP shall have to pay upfront premium @ Rs 90,000/- per MW on whole capacity.

3. The IPP shall carry out the requisite detailed investigations and techno-economic studies of the Project and shall submit a Detailed Project Report to HIMURJA within a period of 24 months from the date of issue of this consent letter in consideration to Hydro Power Policy 2006 and its subsequent amendments from time to time.
4. The IPP shall submit monthly discharge data and quarterly overall progress reports to Himurja on the Proforma attached at Annexure- 'A' & 'B'.
5. Following milestones shall be binding on the IPP:-

Sr. No.	Milestones	Time Period
1	Feasibility Report Submission	Within six months from the date of Consent Letter before preparation of DPR. Feasibility Report (FR) shall be based on actual Survey & Investigation containing site detail, hydrological data, location of project components, power studies for capacity determination, Land requirements, Layout plan, single line diagram, E & M equipment specifications. Extension of three months with extension fee @ Rs. 10,000/- per MW per month. Consequences- Cancellation of project.
2	Feasibility Report Approval	Himurja will approve the Feasibility Report within two months from its submission or within 11 months (including extension obtained for submission of feasibility report if any) from the issue of consent letter.

for m. An

3	Acquisition of Revenue record.	IPP has to obtain all the necessary revenue record required for implementation of project within Nine (9) months from the date of issuance of Consent Letter or within 12 months (including extension obtained for submission of feasibility report, if any) from the date of issuance of Consent Letter.
4	Submission of applications for all clearances/approval/consent to different departments	IPP has to submit applications for all the clearances/approval/consent applied within Eleven (11) months from the date of issuance of Consent Letter or within 14 months (including extension obtained for submission of feasibility report if any) from the date of issuance of Consent Letter.
5	Obtaining of all clearances/approval/consent	IPP has to obtain all the clearances/approval/consent within Twenty Four (24) months (including extension obtained for submission of feasibility report if any) from the date of Consent Letter.
6	Submission of Detailed Project Report (DPR) as per CEA/ CWC Guidelines & within allotted/approved parameters with all clearances	Within 24 months from the date of issuance of Consent Letter or within 27 months including three (3) months extension for submission of FR, if three (3) months extension not availed at the time of FR, extension of three (3) months can be availed for submission of DPR for valid reasons by levying extension fee @ Rs 1000/- per MW for first month doubling in successive months, i.e. 1 st month Rs 1,000/-, 2 nd month Rs. 2000/-, 3 rd month 4000/-,
7	Grant of Technical Concurrence, preparation & submission of documents for signing of Implementation Agreement.	Technical Concurrence shall be accorded by Directorate of Energy (DoE), on behalf of the Government within 45 days from the date of receipt of the Detailed Project Report or within 28 months and 15 days (including extension obtained for submission of feasibility report, if any) from the date of issuance of Consent Letter and also complete all formalities for signing of IA.
8	Confirmation of Interconnection Point	Two months after the approval of FR, the IPP shall apply to the appropriate authority (Distribution/Transmission Licensee) for finalization/confirmation of interconnection point.
9	Signing of IA	Within 15 days of accordance of TC or within 29 months from the issuance of Consent Letter (including extension obtained for submission of FR/DPR, if any) whichever is earlier.
10	Achieving Financial closure including PPA if required and work started Concurrent action: Any balance clearances, consent/approval to be obtained.	IPP has to achieve the financial closure including PPA if required and obtain balance clearance/consent/approval, if any and start work on site within six (6) months after signing of IA or within 35 months (including, extension obtained for submission of feasibility report and DPR, if any) from the date of issuance of Consent Letter.

Handwritten signature

11	Project Commissioning	Project must be commissioned within 24 months from the date of start of work. However, six (6) months extension in this period is allowable for valid reasons subject to deposition of extension fee or within 65 months (including extension obtained for submission of feasibility report/DPR submission/extension in construction period, if any) from the issue the date of issuance of Consent Letter. Extension charges applicable @ Rs 1000/- per MW for first month doubling in successive months, subject to maximum of Rs 10,000/- i.e. 1st month Rs 1,000/-, 2 nd month Rs. 2000, 3 rd month 4000/-, 5 th month Rs. 10,000/- This part of charges will be payable upfront or with interest at project borrowing rates, after commissioning..
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6. The IPP shall stick to the time schedule for the investigation of the project and submission of the FR and DPR. In the event of the IPP being unable to submit the FR and DPR within the stipulated period as mentioned in clause 1,3 &5 in this letter, the IPP can seek extension for the delay for valid reasons within one month alongwith extension fee and maximum extension shall be as mentioned in clause No -5 of this letter. Extension fee for extension in time period for submission of DPR shall be @ -Rs 1000/- per MW for first month doubling in successive months, subject to maximum of Rs 10,000/- i.e. 1st month Rs 1000/-, 2nd month Rs. 2000, 3rd month 4000/-, 5th month Rs. 10,000/- and for FR extension fees shall be @ Rs. 10,000/- per MW per month. Non submission of DPR within the extended period shall result into cancellation of the project.
7. Detailed Project Report submission date shall be reckoned only after it has been found that the report is in conformity with CEA/ CWC guidelines & within allotted/approved elevation& stream. The reports and studies shall be prepared by reputed consultants who have experience of handling the complete task of geological & hydrological investigation, construction, erection, commissioning and operation of hydroelectric projects. Complete details of the consultants and their experience shall be included in the DPR or annexed therein.
8. HIMURJA, on receipt of Detailed Project Report (DPR), will scrutinize the DPR from the angle of allotted parameters and related aspects of the project as well as optimum utilization of the potential. After its scrutiny the HIMURJA will forward the DPR to Director of Energy, for accordance of Technical Concurrence. During examination of DPR HIMURJA/ Director of Energy., may point out the defects and deficiencies affecting the Technical Concurrence. IPP is expected to make good the defects promptly and remove the defects or deficiencies, as pointed out by the HIMURJA/ Director of Energy, within 30 days from the dispatch of the communication. The IPP will obtain Techno Concurrence (TC) from Director of Energy., within 45 days from the date of submission of DPR.
9. If the performance of this consent or any obligation of IPP is prevented, restricted or interfered with for any reasons of: fire, explosion, epidemic, cyclone, earthquake, flood, unforeseen natural calamity, war, revolution, requirement of any Government or any sub-division authority or representative of any such Government in respect of the aforesaid conditions, or any other act whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of the party hereto; the party so affected upon giving prompt notice to other party shall be excused from such performance to the extent of such prevention, restriction of interference for the period it persists provided that the party so affected shall make its best efforts to avoid or remove causes of non- performance, if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. If the force majeure such as war, civil war, insurrection, riots, revolutions, fires, floods, epidemics, quarantine, restrictions, freight embargoes, radioactivity, earthquakes, cloudbursts, landslides

and excessive snow persists for continuous period of the consent letter or more, the parties shall meet and decide about the further course of action.

10. In case the IPP does not find the Project to be feasible from techno-economic considerations or from any other aspect, the IPP shall hand over to the HIMURJA all the Project Reports and any other connected documents etc. as may have been collected and/or prepared by the IPP during the course of investigations.
11. The Government after having concluded that the Project is techno-economically viable may enter into an Implementation Agreement with the IPP within 15 days of accordance of TC or within 29 months after issue of consent letter (including extension if any) whichever is earlier. IPP will give request for signing IA and deposit requisite charges for signing of IA for the execution of project on terms and conditions in accordance with H.P. Hydro Power Policy 2006 read with various amendments in it notified from time to time.
12. The IPP shall set up its office within State of Himachal Pradesh after signing of Implementation Agreement and furnish the proof thereof.
13. (i) This consent shall be restricted within the approved parameters of this consent letter i.e. to utilize water of **Iku Nala/stream** in elevation range between **EL \pm 1225 to 1110 m** (i.e. Diversion weir to Tail race) on **Left/Right** Bank of **on** which this project is envisaged unless otherwise approved by the H.P. Government. The H.P. Govt. shall be at liberty to cancel the consent, if any violation on this account is discovered at a later stage.
- (ii) As per laid down guidelines riparian distance of 50mtrs elevation wise or 250m horizontal distance is to be maintained between two projects to allow visible flow of water in the stream/Nalla while carrying out detailed survey, failing which the allotment is liable to be cancelled for violation of the same.
- (iii) In case of any conflict about a site, due to other allotment on the same stream/nallah etc. the State Government/Himurja shall have the right to take the decision about the Consent letter and this decision shall be final and binding on the concerned parties.
- (iv) If it is discovered at later stage that project components are coming up in Wild Life Sanctuary/National Park the project shall stand canceled without paying any compensation or an alternative site.
14. NOCs of IPH, HPPWD, Revenue, Fisheries and Wild Life are not required with DPR. However, clearances and compliance of norms & conditions of the departments shall be ensured by the developers before and during execution.
 - (i) The norms and terms and conditions of IPH, PWD and Revenue Department shall be Annexed with the Implementation Agreement and developer shall abide by them.
 - (ii) No project should be allotted in Wild Life Sanctuaries/Parks/areas. If later on the project comes within the boundaries of Wild Life Sanctuaries/Parks/areas by way of redefining boundaries of Wild Life Sanctuaries/Parks/areas, IPP shall have to surrender the project immediately without any claim.

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- (iii) No NOC of Fisheries Department is required. Only where projects are allotted in the streams where Fisheries department has its conservations and development projects, the developers will comply with all the instructions/directions of Fisheries Department and take into account impact in Feasibility Study, DPR and during project execution.

Charges payable-

- a) No charges for projects upto 2 MW.
 - b) For other only per MW charges at the rate of Rs 50,000/- per MW.
 - c) No additional charges for length of stream so as to avoid inspections.
 - d) Where any development conservation projects of Fisheries Department are impacted separate charges as per Fisheries Department proposal.
- (iv) NOC of Gram Panchayat – Effective consultation shall be done with Gram Panchayats and their objections and suggestions shall be heard and decided by SDM by way of a reasoned speaking order. Aggrieved parties have right to appeal before D.C. and thereafter Principal Secretary (Power).

Single joint committee will clear all aspects of projects for statutory clearances.

15. NOCs from different Departments shall be furnished in shape of self attested copies, to the HIMURJA. The IPP is required to furnish an affidavit, on Rs. 5/- stamp paper duly notarized, to the effect that all the conditions in the NOCs obtained from the different Departments and Gram Panchayat shall be abided by them, incase an IA is signed with the IPP later on.

16. The receipt of this communication and acceptance of consent conditions aforesaid will be acknowledged within one month and the affidavits, security charges, processing fee and upfront premium within two months from the date of issue of this letter. In case, IPP's confirmation is not received or security, processing fee and other relevant essential documents, not deposited by the due date it shall be presumed that IPP is not interested in taking up the project and consent shall be treated as withdrawn.

17. ROYALTY

In the event of this project being awarded to you for implementation, a separate agreement called Implementation Agreement shall be executed for supplying the royalty on water usages in shape of free power royalty (Energy) as per the following rates or the rates applicable as per policy of the State Govt. at the time of signing of Implementation Agreement.

- a) Small Hydro Electric Projects upto 2 MW allotted after 2006 Hydro Policy, where power is consumed in HP by HPSEBL free power payable to State and Local Area Development Fund shall be 2%, 12% and 18% (2% for first 12 years, 12% for next 18 years & 18% for remaining period of to 10 years).
- b) **For Other Projects-** The Free power royalty liable to be charged for projects with an installed capacity upto 5 MW will be at the rate of 12%, 15% & 24% (12% for first 12 years, 15% for next 18 years & 24% for remaining period of 10 years) for captive use or third party sale outside the state or the rates applicable as per policy of the State Government at the time of signing of IA. For captive consumption within the state or sale to HPSEB Ltd. or its successors the concessional royalty rates shall be 6%, 15% and 24% (6% for first 12 years, 15% for next 18 years & 24% for remaining period of 10 years). In case of capacity enhancement beyond 5 MW rates notified by government shall be applicable.

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The IPP shall provide an additional 1% (one percent) free power over and above the rates existing at 20 (a&b) for Local Area Development Fund (LADF) aimed at providing regular stream of revenue for income generation and welfare schemes, creation of additional infrastructure and common facilities etc. on a sustained and continued basis over the life of the project. This fund would be available in the form of an annuity over the entire life of the project.

18. The balance energy, after adjustment of free energy, may be used/sold by the Second Party in the following manner :-

- (a) Free energy shall be made available by the Second Party at the interconnection point to the HPSEBL, wherein HPSEBL will buy power from SHPs upto 2.00 MW, if the developer so choose, provided that free power to the State is also as per 2006 Policy and the metering shall be done at this point. For SHPs above 2.00 MW upto 5.00 MW, HPSEBL will formulate an objective, prudent and transparent power purchase policy, keeping in view load centre, evacuation cost, line losses, hydrology etc.

Solid tap connectivity at the nearest or 11 kV or 22 kV line upto 2 MW capacity generation capacity will be allowed, with appropriate protection.

To ease Liquidity, Commission will determine two sets of levelised tariff i.e. one for first 5 to 10 years, which may be higher and 2nd set for balance period.

No wheeling/transmission charges shall be payable for free energy from the generating station to the interconnection point.

- (b) Make captive use or negotiate Third Party sale within the State or evacuate power for captive use or sale outside the State. The wheeling or transmission charges in this regard will be set by the HPERC based on petitions by the parties.

19. TRANSFER OF PROJECT TO SUBSIDIARY GENERATING COMPANY/ DILUTION OF SHARES.

- 19.1 **For Non-Himachalis:-** The Government may consider the request of the allottee company for change in name/dilution of shares of original allottee company subject to the condition that the Original allottee shall retain the controlling interest i.e. 51% equity in the new entity upto Six months after actual commissioning of the project and thereafter allowed to freely sell/divest the project. However, equity shares to the extent of 100% can be transferred to Himachali at any stage after allotment. In the event of any contravention, the Government of H.P. shall terminate the Consent Letter forthwith at any stage.

- 19.2 (a) **For Himachalis:** In case of bonafide Himachalis /Co-operative Societies/Companies/ Voluntary Societies/Trust/Partnership concerns/Sole Proprietorship concerns comprising wholly of bonafide Himachalis to whom project upto 2 MW and above 2MW to 5MW capacity is 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/Trust/Partnership concerns/Sole Proprietorship concerns comprising wholly of bonafide Himachalis, at any stage after allotment.

- 19.2 (b) In case of bonafide Himachalis to whom Projects upto 2.00 MW capacity is allotted, Change in name/dilution of shares by Himachali allottee to non-Himachalis shall be allowed to the extent of 26% at any stage and full disinvestment after six months of actual commissioning of project.



19.2 (c) Incase of bonafide Himachalis to whom Projects above 2.00 MW and upto 5.00 MW capacity is allotted, Change in name/dilution of shares by Himachali allottee to non-Himachalis shall be allowed to the extent of 49% at any stage subject to the condition that original allottee shall retain the controlling interest i.e. 51% equity in the new entity upto six months of actual commissioning of project.

20. For projects upto 5 MW, HPSEB Ltd., or its successor entity shall buy the power at the tariff notified from time to time by Himachal Pradesh Electricity Regulatory Commission.

21. Alongwith the acceptance of the consent letter, the following shall also be furnished by the IPP: "An affidavit on a stamp paper of Rs.5/-only (duly notarized) to the effect that not more than three projects (including this project) are under execution with the allottee company/firm and the promoters of the company /firm".

22. Other conditions of Hydro Power Policy 2006 read with amendments to the same notified from time to time shall be applicable to the developer/IPP which shall also be mentioned as, " that the Hydro Power Policy, 2006 alongwith amendments from time to time shall be abided by him during the occupancy of the project", in the affidavit to be submitted under point no. 21 above as second point.

23. HIMURJA/ H.P. Government shall provide necessary assistance in obtaining clearances at State level.

24. This consent letter is being issued in lieu of MOU and no separate MOU shall be signed by the government.

25. This consent letter is being issued under the orders and authorization of Deptt. of Non-Conventional Energy Sources, Govt. of Himachal Pradesh.

26. If Upfront premium, security charges and processing fee are not deposited within two months from the date of consent letter the project is liable to be cancelled.

27. In case at any stage it is found that this small hydro Electric Project is prejudice to overall optimum development of the river, the government reserves the right to cancel the allotment of the project without any liability/limitations.

28. The DPR of the project is to be completed within the specified time i.e. 24 months (excluding extension of 3 months) failing which project shall stand cancelled.

29. The State Government and the local right holders shall have the right over use of water for irrigation and drinking water supply.

30. The Govt. reserves the right to modify, delete or add any of the conditions, criteria, at its own discretion and shall be at liberty to withdraw the consent if at a later stage it is found that some information has been suppressed or false information has been supplied by IPP about the project.

31. CAPACITY EXCEEDING 5MW AFTER ENHANCEMENT.

If the capacity of the allotted project is enhanced above 5MW, all the charges payable as per Policy for the projects above 5 MW including additional free power royalty are to be paid by the applicant afresh on whole capacity of the project.

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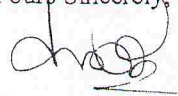
Note:

- (1) The DPR shall clearly bring out the percentage potential utilization of the site and it would be preferable if the DPR demonstrates that the proposal shall lead to more than 75 % of the potential utilization of the site in a 75% dependable year. Capacity utilization factor (CUF) is to be kept between 55% to 60% \pm 2 %.
- (2) Capacity firm up in the DPR shall be treated as final subject to approval from Government in case of enhancement for according TC and signing of IA.

In case of default of any of the time frame and/or conditions of this consent letter, the Government shall be at liberty to withdraw the consent and forfeit the security and the project can thereafter be granted to other suitable party.

Himurja and H.P. government welcome you to the fraternity of independent power producers engaged in the infrastructural development of the State and reiterates its commitment to facilitate entrepreneurs in the State for over all growth and development, and wish your project all the success.

Yours Sincerely,



(Er K. L. Thakur)
Project Director cum
Dy Chief Executive Officer,
HIMURJA, Urja Bhawan,
Kasumpti, Shimla-171009.

Endst. No.: - A/A

Dated: -

1. Copy is forwarded to the following for information and necessary action:-


- i) Additional Chief Secretary /Principal Secretary/Secretary (Forests/Revenue/I&PH/PWD/ Environment & S.T./ RD & Panchayati Raj / Fisheries) to the Govt. of H.P., Shimla-2.
- ii) Principal CCF (Wild Life), Himachal Pradesh.

All the Departments are requested to render necessary assistance to the IPP to prove or otherwise the feasibility and desirability of the project and formulation of the DPR. This consent be treated as Government permission to the IPP for investigating the project and obtaining various clearances for submission of DPR and possible setting up of the Small Hydro Power Project as described in the letter above.

2. Additional Chief Secretary (NES), to the Govt. of H.P. w.r.t letter No. NES-F (2)-3/2015 dated 07/08/2015 vide which approval has been accorded.
3. The Director (SHP) MNRE Block No.-14 CGO Complex, Lodhi Road, New Delhi-110003 for information please.
4. Director, Directorate of Energy, Shanti Bhawan, Phase-III, Sector-6, Shimla-171009 for information please.
5. M.D. HPTCL Barowalia House, Kahalini Shimla -171002 for information.



6. Deputy Commissioner, Distt. Kangra at Dharmashala, H.P.
7. The Chief Engineer (SO&P), HPSEB Ltd. Vidyut Bhawan, Shimla 171004 for information and necessary action.
8. The Sr. Project Officer Himurja, Distt. Kangra at Dharmashala, H.P. for information and necessary action.


(Er K. L. Thakur)
Project Director cum
Dy Chief Executive Officer,
HIMURJA, Urja Bhawan,
Kasumpti, Shimla-171009.