

**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 :

**RECLAMATION PLAN
LOWER IKU – I SMALL HYDRO PROJECT (1 MW) DISTRICT KANGRA (H.P.)**

Dumping sites for disposal of muck have been identified with due consideration of its distance and suitability of the area and Topography point of view.

Accordingly the following sites have been identified:

| Sr. No. | Description | Mohal | Khasra No. | Area in Sq.m. |
|---------|--------------------|----------|---------------|---------------|
| 1. | Dumping Site – I | Bagiarra | 1063 / 14 / 4 | 150.00 |
| 2. | Dumping Site – II | Bagiarra | 1063 / 14 / 9 | 252.00 |
| 3. | Dumping Site – III | Bagiarra | 1063 / 14 / 8 | 150.00 |
| 4. | Dumping Site – IV | Bagiarra | 1066 / 2 | 225.00 |
| 5. | Dumping Site – V | Kand | 3 / 2 | 169.00 |

Rehabilitation Proposal

Since there is no displacement of any population due to the construction of the Project, so there will be no rehabilitation problem.

Afforestation

Compensatory afforestation shall be carried out by the forest department for which compensation shall be paid by the user agency. Area to be taken for afforestation shall be twice the forest land required for the construction of project.

Retaining walls

RR Masonry/GI Wire crate filled with boulders/ stones reclaimed from excavation of road shall be used for construction of retaining walls for retaining the surplus excavated earth / muck as per standard design of HPPWD with due consideration to site condition.

Use of muck/debris

Most of the excavation muck/debris obtained from the project components shall be used for manufacture of aggregates for construction work, filling in wire creates, stone masonry works breast wall, etc. The remaining muck/ debris will be neatly stacked in dumping areas identified for the purpose.

Plantation

The dumping area and various sties shall be properly leveled after the completion of the project. The area will be landscaped the plantation carried out so as to merge with the natural surroundings.

MUCK DUMPING DETAIL FOR CONSTRUCTION OF LOWER IKU SHP (1 MW)

| Location of Dumping | Area (in sq. m) | Slope of dumping place in degree | Qty. of muck generated (Cu. Mtr) | Qty. with Swell Factor (Cu. Mtr.) 35 % | Qty. muck to used (Cu. Mtr) | Qty of muck deposited (Cu. Mtr.) | Height of dumping expected in mtr |
|---------------------|-----------------|----------------------------------|-----------------------------------|--|------------------------------|----------------------------------|-----------------------------------|
| Dumping Site - I | 150.00 | 15 | 459 | 620 | 246 | 374 | 2.80 |
| Dumping Site - II | 252.00 | 15 | 324 | 437 | 175 | 262 | 1.40 |
| Dumping Site - III | 150.00 | 20 | 420 | 567 | 142 | 425 | 3.20 |
| Dumping Site - IV | 225.00 | 18 | 842 | 1137 | 455 | 682 | 3.25 |
| Dumping Site - V | 169.00 | 15 | 520 | 702 | 316 | 386 | 2.60 |
| TOTAL | 420 | | 2565 | 3463 | 1334 | 2129 | 2.65(Avg.) |

| Sr. No | Description | Khasra no. | Area in Sqm | Height in m | Capacity of Dumping Site Qty. in Cu.m. | Quantity of muck to be dumped in cu.m. |
|--------|--------------------|---------------|-------------|-------------|--|--|
| 1. | Dumping Site - I | 1063 / 14 / 4 | 150.00 | 2.80 | 420 | 374 |
| 2. | Dumping Site - II | 1063 / 14 / 9 | 252.00 | 1.40 | 353 | 262 |
| 3. | Dumping Site - III | 1063 / 14 / 8 | 150.00 | 3.20 | 480 | 425 |
| 4. | Dumping Site - IV | 1066 / 2 | 225.00 | 3.25 | 731 | 682 |
| 5. | Dumping Site - V | 3 / 2 | 169.00 | 2.60 | 439 | 386 |

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

Place : Dharamshala
Dated :

Authorised Signatory

MUCK DUMPING PLAN FOR LOWER IKU - I SMALL HYDRO PROJECT (1 MW)

| Sr. No. | Name Of Component From Where Muck Is To Be Produced | Actual Size Of Component In sqm | Total Qty. Of Muck Is To Be Produced (in cum) | Soil Factor | Total Qty. Of Muck To Be Dumped On The Basis Of Increased Qty (In cum) | Qty Of Muck To Be Utilised (In cum) | Total Qty Of Muck Remaining After Utilisation | Name Of Dumping Place | Size | Area Of Dumping Place In sqm | Remaining Height Of Muck Dumped | Capacity Of Muck To Be Dumped | Quantity to be Dumped | Remarks |
|---------|---|---------------------------------|---|-------------|--|--------------------------------------|---|---------------------------------------|---------------|------------------------------|---------------------------------|-------------------------------|-----------------------|---|
| 1 | Weir Site | 20.00 x 8.00 | 240 | 0.35 | 324 | 130 | 194 | Muck Dumping I, II & Muck Dumping III | 15.00 x 10.00 | 150.00 | 2.8 | 420.00 | 374.00 | Out Of Total Muck Generated About 40% to 20 % Shall Be Used In Construction Of Crates, Protection Of Weir and Desilting Tank, Retaining Walls & Rest Of The Muck Including Swell Factor (35%) Shall Be Dumped In Muck Dumping Site I, II & III. |
| 2 | Conveyance Channel | 9.00 x 2.00 | 9 | | 12 | 2 | 10 | | | | | | | |
| 3 | Desilting Tank | 21.00 x 8.00 | 210 | | 284 | 114 | 170 | | | | | | | |
| 4 | Water Conductor | 360.00 x 2.00 | 324 | | 437 | 175 | 262 | | 18.00 x 14.00 | 252.00 | 1.4 | 352.80 | 262.00 | |
| 5 | Forebay Tank | 10.00 x 10.00 | 420 | | 567 | 142 | 425 | | 15.00 x 10.00 | 150.00 | 3.2 | 480.00 | 425.00 | |
| 6 | Penstock | 445.00 x 2.00 | 668 | | 902 | 361 | 541 | Muck Dumping IV | 15.00 x 15.00 | 225.00 | 3.25 | 731.25 | 682.00 | About 40% Shall Be Used in Construction Of Crates, Protection Of Power House, Retaining Walls & Rest Of The Muck Including Swell Factor (35%) Shall Be Dumped In Muck Dumping Site IV |
| 7 | Power House | 15.00 x 15.00 | 168.75 | | 228 | 91 | 137 | | | | | | | |
| 8 | Tail Race | 6.00 x 2.00 | 5 | | 7 | 3 | 4 | | | | | | | |
| 9 | Road | 260.00 x 4.00 | 520 | | 702 | 316 | 386 | Muck Dumping V | 13.00 x 13.00 | 169.00 | 2.6 | 439.00 | 386.00 | About 45% Shall Be Used in Construction Of Crates, aggregate, Protection Of Road, Retaining Walls & Rest Of The Muck Including Swell Factor (35%) Shall Be Dumped In Muck Dumping Site V |
| | Total | | 2564.75 | | 3463.00 | 1334.00 | 2129.00 | | | 946.00 | | 2423.05 | 2129.00 | |

For M/s Mongra Hydro Construction (P) Ltd

Authorised Signatory

**COST ESTIMATION OF DUMPING SITES & PLANTATION
LOWER IKU - I SMALL HYDRO PROJECT (1 MW)**

| SR. NO. | DESCRIPTION | UNIT | QTY. | RATE (IN Rs.) | AMOUNT (Rs. IN LAKHS) |
|---------|--|----------|------|---------------|-----------------------|
| 1 | Cost of Surveying and Investigation | Lump-sum | 1 | 25000 | 0.25 |
| 2 | Cost of Carrying of muck to the dumping site and properly stacking. | CUM | 2129 | 15 | 0.32 |
| 3 | Providing Stone Filled Gabion Wire Crates for protection Work. | CUM | 75 | 1450 | 1.09 |
| 4 | Plantation of 300 plants @ Rs 30/- per plant. | Nos | 300 | 30 | 0.09 |
| 5 | Digging of pit for plantation. | Nos | 300 | 40 | 0.12 |
| 6 | Cost of Barbed wire Fencing for protection of Plants @ Rs. 50/- per plant. | Nos | 300 | 50 | 0.15 |
| 7 | Salary for Gardener for 3 years @ Rs.5500/- per month. | Months | 36 | 5500 | 1.98 |
| 8 | 2 Nos. Beldar for protection of plantation for 2 years @ Rs.140/- per day. | Year | 2 | 102200 | 2.04 |
| 9 | Reclamation and restoration. | Lump-sum | 1 | 40000 | 0.40 |
| 10 | Landscaping and Beautification. | Lump-sum | 1 | 50000 | 0.50 |
| | | | | Total | 6.94 Lakhs |

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



Authorised Signatory

Place : Shahpur

Dated :

HIMURJA
(H.P. Govt. Energy Development Agency)
Urja Bhawan, Kasumpti, Shimla-171009

No. HIMURJA/ SHP/Lower Iku-I (109)/2015 ⁵³⁴ / Dated 07-6-2018

To

M/s Mongra Hydro Construction (P) Ltd,
Ward No.-3, PO Yol Jharer,
Tehsil Shahpur, Distt. Kangra-176208

Subject: - Tripartite Agreement.

Dear Sir,

One set of Tripartite Agreement in respect of Lower Iku-I (1.00MW) SHEP in Distt. Kangra, which was signed by you with the Himachal Pradesh Government on dated 23.05.2018, is enclosed herewith for information and necessary action at your end please.

Yours Sincerely,

(Er K. L. Thakur)
Director

Himurja Urja Bhawan
Kasumpti, Shimla-171009

Ends. No: - A/A ⁵³⁴²⁻⁵⁶

Dt 07-6-2018

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

1. Additional Chief Secretary/ Principal Secretary/Secretary (Forest/ Revenue/ I&PH/ PWD/ Environment & S.T. / RD & Panchyati Raj / Fisheries) to the Govt. of H.P., Shimla-2.
2. Pr. Secretary (NES), to the Govt. of H.P. alongwith Tripartite Agreement in Original w.r.t. letter no. NES-F (2) - 77 / 2015 dated 08.05.2018 vide which approval for change in name in respect of Silpari SHEP was accorded.
3. The Director, Directorate of Energy, Shanti Bhawan, Phase-III, Sector-VI, New Shimla-171009.
4. Principal CCF (Wild Life), Himachal Pradesh.
5. The Director (SHP) MNRE, Block No. 14, CGO Complex, Lodhi Road, New Delhi-110003.
6. M.D. HPTCL, Barowalia House, Khilini, Shimla-171002.
7. Deputy Commissioner, Distt. Kangra, H.P.
8. The Chief Engineer (SO&P), HPSEB Ltd, Vidyut Bhawan, Shimla-171004 for information and necessary action.
9. Sr.Project Officer, Himurja, Distt. Kangra H.P. for information and necessary action.

(Er K. L. Thakur)

Director
Himurja Urja Bhawan



हिमाचल प्रदेश HIMACHAL PRADESH

309568

AGREEMENT FOR CHANGE IN NAME

LOWER IKU-1 (1.00 MW)

HYDRO ELECTRIC PROJECT IN DISTRICT KANGRA HIMACHAL PRADESH

THIS TRIPARTITE AGREEMENT is made on 23rd day of the month of May, 2018 (Two Thousand Eighteen) between THE GOVERNMENT OF HIMACHAL PRADESH through the Special Secretary (NES), to the Govt. of H.P., cum Chief Executive Officer, HIMURJA, having its office at Urja Bhawan, SDA Complex Kasumpti Shimla;- 171009, (hereinafter referred to as the "Government" or "First Party", which expression shall unless repugnant to the context or meaning thereof includes its successors, assigns and legal representatives) being Party of the FIRST PART,

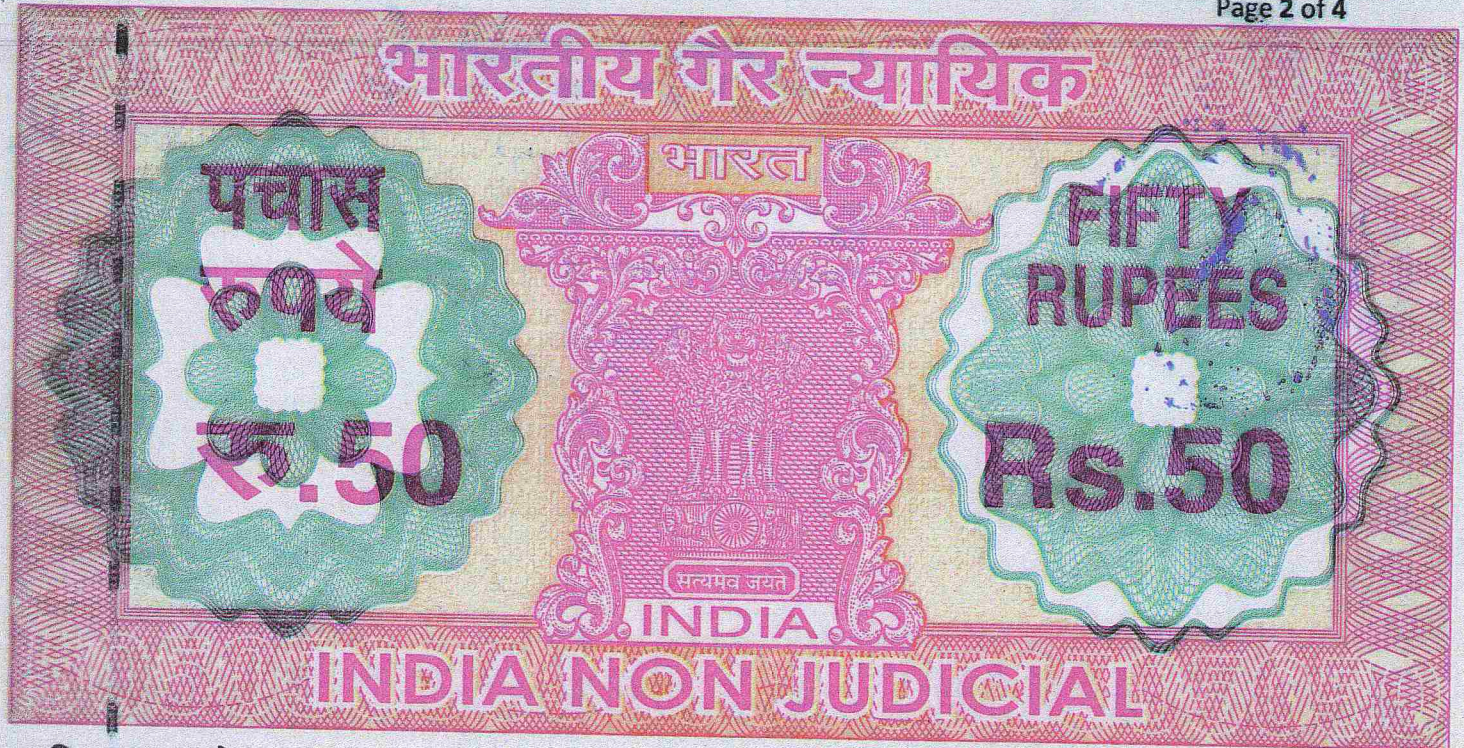
AND

M/s Baldev Singh (Sole Prop.) S/o Sh. Diwan Chand, Resident of Village & Post Office Sahoura, Tehsil & Distt Kangra-176209 H.P. (hereinafter referred to as the "Second Party", which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators and assign Sh. Sanjeev Kumar S/o Sh Joginder Singh Resident of VPO Sakoh, Tehsil Dharmshala, Distt Kangra-176209, H.P., who is duly authorized by Sh. Baldev Singh Sole Proprietor. and has submitted affidavit dated 09/03/2018, to execute this Agreement, being party of the SECOND PART.

[Signature]
Special Secretary (NES)
to the Govt. of H.P. - cum -
CEO, HIMURJA, Shimla - 9

[Signature]
BALDEV SINGH

Mongra Hydro Construction
Pvt. Ltd.
For :- *[Signature]*
Authorised Signatory



हिमाचल प्रदेश HIMACHAL PRADESH

309562

AND

M/s Mongra Hydro Construction (P) Ltd., a Private Limited Company having its Registered Office at C/o Uttam Chand, Ward No.-3, Post Office- Yol Jharer, Tehsil Shahpur, Distt Kangra-176208, H.P., (hereinafter referred to as the "Third Party", which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators and assigns, Sh. Uttam Chand Mongra who is Director and duly authorized by the Company vide resolution No. Nil dated 14/05/2018, to execute this Agreement, being party of the THIRD PART.

WHEREAS the Government of Himachal Pradesh had issued consent letter dated 19/12/2016 for the implementation of Lower Iku-1 Hydro Electric Projects in District, Kangra, Himachal Pradesh 1.00 MW capacity (hereinafter referred to as project).

AND WHEREAS second party has requested to transfer project Lower Iku-1 to the third party known as M/s Mongra Hydro Construction (P) Ltd, a Private Limited Company having its Registered Office at C/o Uttam Chand, Ward No.-3, Post Office- Yol Jharer, Tehsil Shahpur, Distt Kangra-176208, H.P.,

AND WHEREAS the second party intends to transfer/assign all the assets, obligations, liabilities, rights, privileges, benefits and statutory/non-statutory clearances obtained of the project to the third party, accrued to it under consent, dated 19/12/2016.

Special Secretary (NES)
to the Govt. of H.P. - cum -
CEO, HIMURJA, Shimla - 9

Uttam Singh

Mongra Hydro Construction
Pvt. Ltd.
For :-
Authorised Signatory

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8**Himachal Government Judicial Paper**

AND WHEREAS the third party has agreed to accept and take over all the assets, liabilities, obligations, rights, benefits and **statutory/non-statutory clearances obtained** arising out of the consent, dated 19/12/2016 issued by the State Government to the second party.

AND WHEREAS the Government has been approached by the second party for transfer of all its rights, obligations and **statutory/non-statutory clearances obtained** under the consent letter dated 19/12/2016, to the third party as per provisions of Hydro Power Policy 2006.

AND WHEREAS the First Party has consented the approval vide letter No. NES-F(2)-77/2017 dated 08/05/2018 to the change in name/transfer of project from Sh. Baldev Singh (Second Party) to M/s Mongra Hydro Construction (P) Ltd, a Private Limited Company, (Third Party) and transfer of assets, liabilities, rights, obligations, benefits and **statutory/non-statutory clearances obtained** by the Second Party to the Third Party arising out of the consent dated 19/12/2016 issued by the First Party.

AND WHEREAS, the project is envisaged between the elevations ± 1155 M to 1090 M on Iku, in Beas Basin, District Kangra (HP); and

AND WHEREAS, the Third party has agreed to establish/open Registered Office in Himachal Pradesh.

AND WHEREAS, the Third party agreed to accept the conditions of new power policy and subsequent amendments for which Implementation Agreement shall be signed separately with the new entity.

NOW THIS AGREEMENT WITNESSED AS UNDER AMONG THE PARTIES HERETO AS FOLLOWS:

- i. That the Government hereby grants its consent to transfer/assign all the assets, liabilities, obligations, privileges, statutory/non-statutory clearances obtained and benefits of the project by the second party to the third party arising out of the consent, dated 19/12/2016 with the unequivocal acceptance of third party of all the assets, rights, liabilities, obligations, privileges including, benefits and **statutory/non-statutory clearances obtained** and benefits arising out of above mentioned consent, dated 19/12/2016. Third Party i.e. M/s Mongra Hydro Construction (P) Ltd a Private Limited Company should ensure that share holding as approved by the Government vide letter No. NES-F(2)-77/2017, dated 08/05/2018 shall be continued up to two years from the date of achieving commercial operation date of the project. If at a later date it comes to the notice of the Government that this condition has been violated then, First Party shall have the right to terminate the Tripartite Agreement (TA), to forfeit the security furnished by the third party and the project with all its capital and infrastructural assets shall vest with the Government. After two years of actual date of commissioning of the project, Second Party/Third Party is allowed to freely sell/divest the Shares.
- ii. That the Government hereby releases the second party of all the obligations under the consent dated 19/12/2016, mentioned above and agrees to be bound to the third party in terms thereof.
- iii. That the third party hereby agrees that it shall be bound and liable for all the liabilities, obligations and execution of the project on the terms and conditions specified in the consent dated 19/12/2016 to the Government.

Special Agent (N.I.)
to the Govt. of Himachal Pradesh - cum -
CEO, HIMURJA, Shimla - 2

[Signature]
S. K. SINGH

Mongra Hydro Construction
Pvt. Ltd.
For: *[Signature]*

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Himachal Government Judicial Paper

- iv. All the terms and conditions of the consent dated 19/12/2016 shall remain the same save and except as provided herein above and wherever expression of "Company" "Generating Company" or second party appear in the consent dated 19/12/2016 the same shall be read, construed, mean and deemed to be referred to as the third party.
- v. That the third party agrees to perform the consent dated 19/12/2016 as if they were the original party of aforesaid consent dated 19/12/2016 in place of second party.

In witness whereof the parties have set their hands as under:-

For and on behalf of

Govt. of Himachal Pradesh

(Dr. Ajay Sharma, IAS),
to the Govt. of H.P. - cum -
CEO, HIMURJA, Shimla - 9

For and on behalf of

Sh. Baldev Singh

(Sh. Sanjeev Kumar)

For and on behalf of

M/s Mongra Hydro Construction (P) Ltd

(Sh. Uttam Chand Mongra)
Pvt. Ltd.
For :-
Authorised Signatory

WITNESSED BY

1.
(Dinesh Kaundal)
Sr. Project Officer
HIMURJA, Shimla - 9

2.
P.O (M.H.)
HIMURJA,
Shimla - 9

1.
P.O. (M.H.)
HIMURJA, Shimla - 9

2.
HIMURJA, Shimla - 9.
Village Laron - District Kullu.

1.
C.E. Mongra Hydro Construction
Pvt. Ltd.

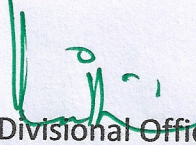
2.
V. S. Thakur
P.O. Serial 74/2018
Chamba.

CERTIFICATE FOR BENEFICIARIES

This is to certify that due to the construction of Lower Iku - I Small Hydro Project (1 MW) in Tehsil Dharamshala in District Kangra, Himachal Pradesh, the following villages shall be benefited :

| Sr. No. | Name of the Village | Village Code | Population (as per census 2011) |
|---------|-----------------------|--------------|---------------------------------|
| 1. | Bagyara (Dharamshala) | 502 | 309 |
| 2. | Kand (Dharamshala) | 501 | 226 |

Place Dharamshala
Date:


Sub-Divisional Officer (Civil)
Dharamshala,
District Kangra

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 :

**CERTIFICATE REGARDING DISTANCE OF PROPOSED AREA FROM PROTECTED OR
THEIR ECO SENSITIVE ZONE IN RESPECT OF CONSTRUCTION OF LOWER IKU - I
SMALL HYDRO PROJECT IN TEHSIL DHARAMSHALA, DISTRICT KANGRA (H.P.)**

This is to certify that the area proposed for construction of Lower Iku - I Small Hydro Project (1 MW) does not fall in protected area or eco sensitive zone. The distance from the Protected area and eco-sensitive zone of Pong Dam Lake Wild Life Sanctuary is about 28.5 kms and from Dhauladhar Wild Life Sanctuary is 43.5 kms.

Place : Dharamshala
Dated : 30/06/2020

Dr. Sanjeev Sharma (HPFS)
Divisional Forest Officer
Dharamshala Forest Division
Dharamshala