F.NO5

# M/S JAMDAGNI HYDRO POWER IN ACCORDANCE TO PROVISIONS LAID IN FOREST CONSERVATION ACT, 1980

#### **USER AGENCY**

# PROPOSED TO BE CONSTRUCTED AT

**DIVERSION OF LAND 0.5848** 

Proposal No:- FP/HP/HYD/49485/2020

VILLAGE
PANCHAYAT
FOREST RANGE
FOREST DIVISION
DISTRICT
STATE

JAGATSUKH
JAGATSUKH
NAGGAR
KULLU
KULLU
HIMACHAL PRADESH

#### SUBMITTED BY

M/S JAMDAGNI HYDRO POWERS VILLAGE & P.O. JAGATSUKH TEHSIL MANALI DISTRICT KULLU DOCUMENTS/INFORMATION REQUIRED FOR PROPOSAL FOR DIVERSION OF FOREST LAND FOR NON FORESTRY USE UNDER FOREST (CONSERVATION) ACT, 1980 FOR DUHANGAN III 1 M/w SHEP

#### FOR STAGE-I APPROVALS

#### I). Documents/Information Required for All Proposals

S.No.	Name of the Document (s)	Provided or Not	If not Provided Why?	Page Numbe r
1	Check-list of the project proposal			1-7
2	Demand letter of the project authority/ applicant, if submitted.			8
3	Main application form from Part-I to V as prescribed in the Rules under the FCA with all its columns duly filled up and signed by the competent authority with date, place and official seal. All the information in Part-I of Form-A including item-wise breakup of the forest area required, must be given in the form itself by expanding the columns	Yes		9-17
4	Detailed note on the project. It must include the information regarding the number of villages and number of persons to be benefited from the project including employment generation.	Yes		18-22
5	Map of the project site/forest area required clearly showing forest boundaries and adjoining areas with their land use in distinct colours in 1:50000 or any suitable scale on original Survey of India topo sheet. If the area is very small, in addition to above, an index map may be submitted showing forest boundaries and a location map on a larger scale with land use of the area required duly signed by DFO/CF concerned.			2325
6	Layout plan of project site approved by competent authority. In case of linear diversion of forest land, linear map or a diagrammatic map of the project site should be enclosed.	Yes		28
7	Statement showing the Land details of forest area involved i.e. Survey No. /Coupe No. /Compartment No., etc., and item-wise breakup of the forest area proposed for diversion duly signed by DFO (in the prescribed format).	Yes		27-28



8	Statement showing the details of non-forest area involved in the proposal (in the prescribed format).	Yes	29
9	Certificate from the Collector/Deputy Commissioner that no alternative suitable non-forest land is available for the project in question.	Yes	30
10	Justification for locating the project in forest area to be submitted by User Agency and countersigned by DFO.	Yes	31
11	Certificate for minimum use of forest land to be submitted by the User Agency, giving details of area and trees involved in the alternatives examined and reasons for their rejection duly countersigned by DFO (in the prescribed format).	Yes	34-34
12	Undertaking by the User Agency to bear the cost of compensatory afforestation duly counter signed by the DFO (in the prescribed format).	Yes	35
13	Undertaking by the User Agency to pay the Net Present Value (NPV) of the forest land involved duly countersigned by DFO (in the prescribed format).	Yes	
	Undertaking by the User Agency to pay the Additional Net Present Value (NPV), if any, of the forest land involved duly countersigned by DFO (in the prescribed format) as decided at a later date as per the decision of the Supreme Court.		36-31
14	A certificate from the competent authority in the State in the prescribed (vide MoEF letter No. 11-9/98-FC (pt.) dated 5 <sup>th</sup> July 2013) format that all forest rights under the Forest Rights Act, 2006 have been settled in respect of the forest area proposed for diversion, wherever applicable.	Yes	38-
	In case, the process for settlement of rights under FRA has not been initiated, grant of stage-I approval under the FCA to the proposal will be considered only if a certificate from the competent authority concerned, clearly stating that the process for settlement of rights under the FRA has not been initiated along with evidences supporting that settlement of rights under the FRA will be initiated and completed before the final approval, is enclosed with the proposal (vide F. No. 11-179/2012-FC Dated: December 20, 2013).		
15	Species-wise and girth class-wise enumeration list and abstract of trees (abstract to be given at the end of the list) standing on the forest area in question neatly typed or computerized and duly signed by DFO.	Yes	39-52
16	Site inspection report of the forest area involved in the project proposal by the DFO concerned or higher level	Yes	53



	forest officer in prescribed format (in the prescribed format).			
17	Details of non-forest land/degraded forest area identified for compensatory afforestation viz. Survey No./ Compartment No./Khasra No./Khatoni No., Village, Tehsil, District, etc., along with map in appropriate scale showing the boundaries of adjoining forest areas with their use in distinct colours (in the prescribed format).	Yes		54-56
18				57-6
19	Certificate from the DFO, that non-forest land selected for compensatory afforestation is in a compact block and contiguous to forest area or in close proximity of forest area and suitable from the management and protection point of view.	Yes		64
20	Suitability certificate from the Divisional Forest Officer that the land identified for compensatory afforestation is suitable for raising plantation (in the prescribed format).	Yes		85
21	Certificate from the Chief Secretary regarding non- availability of non-forest land in the state for raising compensatory afforestation, wherever applicable. This certificate will be based on the certificate signed by the DFO and Deputy Commissioner/Collector of the district concerned about non-availability of such non-forest land.	Yes		66
22	In case of proposal which requires entry/exit through Protected Forest strips along roads, the following information/documents must be given:  a) No Objection Certificate (NOC) of the land owning agency i.e. NHAI/PWD, Railways or Canal/ Irrigation Department		N/A	
	Country Planning/ any other competent		N/A	
23	For the projects involving forest land for construction of buildings/right of way for buildings, the built-up area, details of DG sets to be installed, and raw materials to be used (in case of industries) should be clearly mentioned.		NA NA	
24	Status of clearance under Environment (Protection) Act, 1986, wherever required.		NA	
25	NOC of the State Pollution Control Board for		NA	
26	establishment of the project, wherever required.  Detailed scheme for rehabilitation of project affected		NA	
27	persons, wherever required.  Detailed Catchment Area Treatment Plan, wherever		NA	



	required. The CAT Plan should be prepared on the basis of actual survey of area and its classification in various categories requiring different engineering/ afforestation and other treatments in phased manner.		
28	Detailed Reclamation Plan, wherever required. It should be realistic exhaustive and complete in all respects along with relevant maps in distinct colours. It should also include the details of back fillings, muck Dumping Plan, afforestation and execution of such works, wherever required.	Yes	67-77
29	Cost benefit analysis as per the guidelines issued under forest (Conservation) Act, 1980 in prescribed format, wherever required.	N/A	THE
30	Any other information/documents necessary for giving clarifications on the project, may be specified and attached.	Yes	78

II	Documents Required for Proj	posals for Ro	ads
31	The following information/documents must be given:  Length and width of Road Transmission line passing through forest and non forest area.  In case of expansion of already existing road, linear plan clearly showing in distinct colours the already existing road (from beginning to end), the width of the proposed road to be expanded, and the remaining width of the Protect Forest strip, if any, which would be left after expansion.	Yes	79-81
	Documents Required for Proposals for	Γransmission	Line
	In case of transmission line, the following details may also be given:  Number of towers to be erected both in forest and non forest area.  Width of the right of way for transmission line.		82-83



Ш	11/28/8/18/5	uments/Information Required for jects	Proposals	for Hydro	Electric
32	The f	following information/document must be given :-			
	a)	Authorization to the applicant by the Project Authority	Yes		
	b)-	Joint Inspection Report			
	(c)	Component-wise total area requirement			
	d)	NOC From Gram Panchayat			IDC
	e)	Copy of Registration of Firm		a Obs. a	84-185
	f)	Letter of Allotment by Himurja		1000000	-
	g)	Copy of Techno-Economic Clearance			1.00
	h)	Copy of Implementation Agreement			
	i)	Certificate for FRA Village			
	j)	NOC from Irrigation and Public Health Department	-		Q-17E
	k)	NOC from Fisheries Department			
	1)	NOC from Wild Life Department	41 - 11		
	m)	NOC from Public Work Department	-		
	n)	Certificate of Eco Zone Distance			
	0)	Undertaking		The Private Co.	
	p)	Revenue Paper, Field Book & Tartima			

IV	Documents/Information Required for Proposals for Mining		
33	The following information/documents must be given :-  I New Proposals	NA	
	<ul> <li>a) Certificate from the competent authority like District Mining Officer/Geologist, regarding non-availability of the same mineral/ore in the nearly non-forest area.</li> <li>b) Estimated reserve of each mineral/ore in the forest area and non-forest area.</li> <li>c) Total area demanded and extent of forest area involved in the proposed mining lease shown in distinct colours on relevant maps</li> <li>d) Proposed period of mining lease.</li> <li>e) Minimum distance of the proposed site from Wildlife Sanctuary and National Park.</li> <li>f) A copy of the mining plan duly approved by IBM, Nagpur.</li> <li>g) Phased reclamation plan of the project area.</li> </ul>		



- h) Copy of lease deed/agreement entered into with the district authorities.
- i) The details of Safety Zone Area for the mining as per para 4.7 of the guidelines. The undertaking from the project authority to bear the cost of fencing of safety zone area and afforestation over one and half times of degraded forest area. The details of safety zone to be ascertained by the competent authority viz. Indian Bureau of Mines/ Deptt., of Geology and Mining of the State Government.

#### II) In case of renewal of Mining Lease

- A brief profile of the lessee/ company should be submitted giving details of their existing mining leases in the State with their capacity of production, the present level of average annual production, location of these pits and the status of reclamation of forest land that are exhausted of minerals.
- Complete details of existing or proposed leases in that particular forest area with their present status should be indicated on the Survey of India Topo-sheet in appropriate scale
- The State Government shall forward the complete proposal to the RO/MoEF at least six months prior to the expiry of the existing lease. In case of any delay, a details report elaborating the causes of delay shall be forwarded along with the proposal.
- A resolution of Gram Panchayat/ Local Body of the area endorsing the proposal that the project is in the interest of the people living in and around the proposed forest land.

V	Documents/Information Required for Proposals Oil Companies	for Retail Outlets of a
34	The following information/ documents must be given:  Copy of letter of intent issued by the oil Company.	NA



- b) Site selection certificate as per Govt. of India guidelines. The DFO should certify the distance between two retail outlets on either side of the outlet in question.
  - Layout plan showing dimensions of proposed approach road for entry and exit with clear area calculations.
  - Map clearly indicating the directions of the road leading from...to......
  - The area calculations for the curves should invariably be given in the layout plan.
  - · NOC from NHAI/PWD/Urban or local body
  - NOC from Town and Country Planning/ local body
  - Certificate by User Agency to the effect that no High Tension line passing above the proposed site duly countersigned by DFO

 A Certificate by User Agency to the effect that no LP Gas godown is located near the proposed site duly countersigned by DFO

Date...lk.-.11.--20. Place: Kullu



Divisional Forest Officer

Divisional Forests Officer Kullu Forest Division Kullu Office Seal

CHECK LIST NO. -2

# M/S JAMDAGNI HYDRO POWER

Village & P.O. Jagatsukh Tehsil Manali District Kullu, H.P. 175143 Mob. No. 9876107726, 9816025925

Proposal No.:- FP/HP/HYD/49485

#### DEMAND LETTER

To

The Divisional Forest Officer, Kullu Forest Division, District Kullu, Himachal Pradesh.

Subject: -

Submission of Proposal for the diversion of 0.5848 Hectare Forest Land & 0..... Hectare Non Forest Land for the Construction of Duhangan III (1MW Hydro Electric Project) in village Jagatsukh Mohal Bhanara & Chanala Forest Range Nagar Forest Block Khakhnal Forest Division Kullu P.O. Jagatsukh Tehsil Manali District Kullu Himachal Pradesh.

Respected Sir,

With references to the Joint Inspection carried on dated 31-10-2018 for the diversion of 0.58, 48 hectare forest land which is divided in two beats out of which (2/18 Jamari Dhar C1 DPF 0.34.03 HEC & 1/9 C II DPF 0.24.45 HEC Brunudhar) for the construction of Dhunhangan III 1 MW Hydro Electric Project located in Nagar Forest Range under Kullu Forest Divisional are enclosed herewith under Forest Conservation Act, 1980.

Thanking you very much and expecting the favor an earliest action in matter

please.

M/s. Jamdagani Hydro Power

Authorised Signatory

Dated: 18/02/2021

#### Proposal No :- FP/HP/HYD/49485

#### FORM A

Form for seeking prior approval under section 2 of the proposals by the State Government and others authorities.

#### PART-I (To be filled by user agency

1	Pro	ject detail				
	i)	Short narrative of the proposal and project /scheme for which the forest land is required.	M/s Jamdagni Hydro Power has proposed to Construct –Duhangan-III (1MW) HEP Near village Jagat Sukh Tehsil Manali District Kullu H.P. 175143The total area required for the proposed project components is 0.5848 hectare out of which is involved in forest land is involved in the project area. Duhangan –III 1MW Jagat Sukh is a run of the river type development on Duhangan Nala a tributary of Beas river, in District Kullu H.P.The scheme envisages diversion of water of DuhanganNala inflows by constructing and diversion weir at EL2032The diverted inflows will be carried out through conveyance Still Power Pipe Duhangan type channel to a surface desilting tank, carried out through upto forway. The inflows will we led to surface power house through a surface penstock to feed two no's Francis. Type turbine driven generating units of 500 x500 KW. capacity each			
	ii)	Map showing the required forest land, boundary of adjoining forest on a 1:50:000 scale map.	Forest map giving necessary details duly authenticated is attached at page No.			
	iii)	Cost of project	Total Project cost =Rs. 950.20 Lac as per the detail project report. However the project cost may vary depending upon present valuation.			
	iv)	Justification for locating the project in forest area.	The Catchment area of the Duhangan Nala 19.60 Km above the Diversion structure comprises mainly of forest land. The Bed slope of forest area in Duhangan 1 in 200 Nala which is an ideal condition for Hydro Electric Power Generation the natural regime of the Nala is not being disturbed as only 2m Wide trench weir has been proposed and the water after generation of electricity would be released back to the Duhangan Nala.  No other viable alternative is available for the project os it has to be as such located in the forest land. All the three possible alternative have been explored and one covering minimum number of trees is selected, keeping in view other technical parameters required for the project.			
			Salient Features The project comprises of the following components:  A diversion weir 20m long and 15m wide on Duhagan Nala at EL 2032m.  An intake structure on the write bank the flushing			
			arrangement.			



	iii) Rehabilitation plan (to be enclosed)			
4	Whether clearance under the Environment (protection) Act, 1986 is required? (Yes/No)	No Undertaking enclosed at Page No.		
5	Undertaking to bear the cost of raising and maintenance of compensatory afforestation and/ or penal Compensatory afforestation as well as cost for protection and regeneration of safety Zone, etc. as the scheme prepared by the State Government (undertaking to be enclosed)			
6	Details of certificate /			Page No.
	documents enclosed as	a)	Component-wise total area requirement	84-85
	reured under the instructions.	b)	Authorization to the applicant by the Project Authority	86
		c)	Joint Inspection Report	87-88
		d)	NOC from Gram Panchayat	89
		e)	Certificate of Muhal Project Area	90
		f)	Undertaking for pending Signature FOR FCA	91
		g)	NOC from Irrigation and Public Health Department	92-93
		h)	NOC from Fisheries Department	94
		i)	NOC from Wild Life Department	95
		j)	NOC from Public Work Department	96
		k)	Distance from Eco Sensitive Zone	97
		1)	Partnership Deed Firm	98-106
		m)	Letter of Allotment by Himurja	107-117
		n)	TEC	118-126
		0)	IA Himurja	127-142
		p)	IA & Tripartite Agreement	143-144
		q)	Agreement of Change of Name	145-148
		r)	Name of Company	149-165
		s)	Certificate of Undertaking	166-175
	VICTOR DE LA CONTRACTOR DE	t)	Revenue Paper, Field Book & Tatima	176-185

Place: ...Kullu.....

Date: .. 12 .- 2-. 2021

Signature of User Agency Office Seal

	(To be filled by the concerned De State Serial No. of Propos	eputy Conservator of Forest)
7.	Location of the Project/ Scheme	Construction of Duhangan-III 1 MW Village Jagat Sukh tehsil Manali District Kullu H.P. 175143
i.	State/ Union Territory	Himachal Pradesh
ii.	District	Kullu
iii.	Forest Division	Kullu Forest Division
iv	Are of Forest Land proposed for diversion (in hac)	0.5848 hectare
V	Legal status of forest	DPF 1/9 Brunudhar
vi.	Density of vegetation	0.0555
vii.	Species wise (scientific names) and diameter class wise enumeration of trees (to be enclosed) in case of irrigation/ hydel projects enumeration at FRL, FRL-2 meter and FRL-r meter also to be enclosed.	The detailed enumeration list of the trees is enclosed at page No. 43-56
viii.	Brief note on vulnerability of the forest area erosion.	There is no possibility of erosion of forest land by the construction of proposed project.
ix.	Approximate distance of proposed site for diversion from boundary of forest.	Proposed project falls in 1/9 Brunudhar DPF
х	Whether forms part of national park, wildlife, sanctuary, biosphere, reserve, tiger reserve, elephant corridor etc. (it so the detail of the area and comments of the Chef Wildlife warden to be annexed)	The proposed Project does not fall in National Park, Wild Life sanctuary, biosphere, reserve, tiger reserve, elephant corridor etc. The aerial distance of the site from the boundary of Kais Wild Life sanctuary which is nearest to it is about 16 KM and 6.200 KMs from Manali wild Life Sanctuary
xi.	Whether any rare/ endangered/ unique species to flora and fauna found in the area? If so detail thereof.	No rare/ endangered or unique species of flora and fauna have been reported from the area.
xii	Whether any protected archaeological/ heritage site / defence establishment or any other important monument is located in the Area? If so the detail thereof with NOC from competent authority if required.	There is no archaeological/ heritage site/ defense establishment or any other important monument located in the area.
8.	Whether the requirement of forest land as proposed by the user agency in col. 2 of Part-1 is unavoidable and barest	Yes, The forest area proposed as 0.5848 hec. Is barest minimum the alternative explored to substantial



	minimum for the Project? If no recommended area item wise with details of alternatives examined.	reasons have been annexed in the proposal folders separately.
9.	Whether any work in violation of the act has been carried out? If yes, detail of the same including period of work done, action taken on erring officials, whether work in violation is still in progress?	forest land as yet.
10.	Detail of compensatory of afforestation scheme	Enclosed at page No. 58-67
i.	Detail of non forest area/ Degraded forest area identified for compensatory afforestation, its distance from adjoining forest, number of patches, size of each patch	
ii.	Map showing non forest/ degraded forest area indentified for compensatory afforestation and adjoining forest boundaries.	Enclosed at Page No. 58-60
iii.	Detailed compensatory afforestation scheme including species to be planted implementing agency time schedule, cost structure etc.	Enclosed at Page No. 61-67
iv.	Total financial outlay for compensatory afforestation scheme	Rs. 270487
v	Certificates from competent authority regarding suitability of area identified for compensatory afforestation and from management point of view (to be signed by the concerned Deputy Conservator of Forest)	Enclosed at page No. 69
11	Site inspection report of the DCF (to be enclosed) especially high lighting facts asked in Col. 7 (ixxii) 8 and 9 above	Enclosed at Page No. 57
12.	Division/ District Profile	
i.	Geographical area of the district	550300 ha (5503sq km)
ii.	Forest area of the district	495200 Ha (As per HP Forest statistic 2005)
iii.	Total forest area diverted since 1980 with number of cases.	No. of cases = 153 Area diverted = 469-4230 ha
iv.	Total compensatory afforestation stipulated in the district/ division since 1980 onwards.	1048-9881 ha
a.	Forest land including penal compensatory Afforestation	1048-9881 (CA 1002-2087 ha + Penal CA =46.7794 ha)

b.	Non forest land	Nil
v.	Progress of compensatory afforestation as on dated 31-03-2021	1019.7888 ha
a.	Forest Land	1019.7888 ha
b	(Non forest land	Nil.
13.	Specific recommendations of the DCF for acceptance of otherwise of the proposal with reason.	Recommended for approval.

Date: 7/4/202( Place: Kullu

Divisional Forest Officer
Kullu Forest Division Kullu
Divisional Forest Officer
Kullu Forest Division H.P.



#### FORM - A

# FORM FOR SEEKING PRIOR APPROVAL UNDER SECTION-2 OF THE PROPOSALS BY THE STATE GOVERNMENT AND OTHER AUTHORITIES

#### PART-III

## (TO BE FILLED UP BY THE CONCERNED CONSERVATOR OF FORESTS)

Sr.No.		
14	Whether site, where the forest land involved is located has been inspected by concerned Conservator of Forests (Yes/No). If yes, the date of inspection and observations made in form of inspection note to be enclosed.	No
15	Whether the concerned Conservator of Forests agree with the information given in Part-II and the recommendations of Deputy Conservator of Forests.	Yes
16	Specific recommendation of concerned Conservator of Forests for acceptance or otherwise of the proposal with detailed reaons.	The proposal for diversion of 0.5848 ha of forest land is recommended under Forest (Conservation) Act, 1980.

Date: 20 /4 /2021

Place: Kullu.

Signature:

Name: Anil Kumar Sharma, IFS

Official Scale Conservator Forests (T)
Kullu Forest Circle, Kullu

#### Proposal No :- FP/HP/HYD/49485/2020

#### PART-IV

# TO BE FILLED BY THE NODAL OFFICER OR PRINCIPAL CHIEF CONSERVATOR OF FORESTS

#### HEAD OF FOREST DEPARTMENT

Sr. No.	Particulars	Remarks
17	Detail opinion and specific recommendations of the State Forest department for acceptance or otherwise of the proposal with remarks	

Place:	Shimla
Date	

Signature Name Seal

#### PART-V

# THE SECRETARY IN CHARGE OF FOREST DRPARTMENT OR BY ANY OTHER AUTHORIZED OFFICER OF THE STATE GOVERNMENT NOT BELOW THE RANK OF AN UNDER SECRETARY

Sr. No.	Particulars	Remarks
18	Recommendation of State Government (Adverse comments made by any officer or authority in Part-B or Part-C or Part- D above should be specifically commented upon)	

Place : Shimla	
Date	

Signature Name Seal

CHECK LIST 4

## NOTE ON PROJECT

#### SHORT NARRATIVE OF THE PROPOSAL-

The Duhangan-III (1MW) HEP is a run of the river scheme for Hydro Power generation on Duhangan Nala both tributaries of river Beas. This project is the proposed in Jaggat Sukh Village Gram Panchayat Jagat Sukh in District Kullu H.P. The Project site is located on Left & right bancks of Duhangan Nala at a distance about 37 kilo meters from the district head quarter Kullu. The geographical Co ordinate of the Project are Northing 11' 44.71"N to Northing 11' 46.61"N to Easting 13' 15.51" E to Easting 12' 47.37" E.

#### TOPOGRAPHY OF PROJECT AREA-

The project area lies in Himalayas. The hills are generally steep & covered with forests. The hills slopes are covered with boulders & are mostly not suitable for cultivation. Top sheets No. 52H/4 cover the project area.

#### PROJECT OBJECTIVES-

In Himachal Pradesh quite a few hydro power stations have been installed till date. " The Duhangan-III 1MW HEP has been proposed keeping in view of following objectives:-

- · Beneficial for the economy (State & National)
- Improvement in Low voltage problem of the area.
- · Uninterrupted power supply in the area.
- · Exploiting the unused power potential.
- Employment opportunities.

It is proposed to supply this power to HPSEB Grid as entire northern region is facing power crises. This power can be used locally, which will avoid long transmission loses and ensures uninterrupted supply with proper voltage to the local population.

#### EMPLOYMENT GENERATION -

Employment around men days during construction & men days post construction (during generation) shall be generated from The M/s Jamdagni Hydro Power.

#### SALIENT FEATURES-

The salient features of the proposed The M/s Jamdagni Hydro Power are attached here with.

Forest Range Naggar

Authorised Signatory

M/s. Jamdagani Hydro Power Ran

Dated: 16 / 11 / 2020

Place Kullu

DWiskinni Forest Officer Rotestuffisision Kulluion, Kullu

	SA	ALIENT FEATURES
NA	ME OF PROJECT	Duhangan III Small Hydroelectric Proje (1.00 MW)
1	Location	
a)	State	Himachal Pradesh
b)	District	Kullu
c)	Village	Jagatsukh
d)	Access	
e)	Major Airport	Bhunter 65Km From Project Site.
f)	Rail Head	Kirtpur 313Km From Project Site.
g)	Road Head	Kullu-Manali-Aleo-Duhangan III SHEP 43km
2	Geographical co-ordinates	
a)	Component Name	Weir Site Power House Site
b)	Latitude (N)	32°11′44.71″N 32°11′46.61″N
c)	Longitude (E)	77°13′15.51″E 77°12′47.37″E
d)	Map reference (SOI)	52H/4
3	Meteorology	
a)	Average Rainfall	About 1600 mm
b)	Maximum Temp.	Up to about 35° C
c)	Minimum Temp.	Up to about 6° C
4	Hydrology at Weir Site	
a)	Catchment Area	19.60 km²
b)	Design Flood	146 01 ml-1
c)	Stream	DL 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
d)	Tributary	Dhungan Nallah  Beas River  2.25 m³s⁻¹
e)	Design discharge	(2) (10) (1)
f)	Highest Peak	2.25 m³s⁻¹ EL. 5392m
g)	Allotment	EL.2032.00M-1967.00M
5	Weir Site	
9)	Size	15.00m x 8.00m
0)	Trench Width	2.00m
:)	Depth	1.00m at start and 1.80m at end.
1)	B.L. at start	EL.2031.00m
)	B.L. at end	EL:2030.20m
)	F.S.L. at End	EL.2032.00m
()	Discharge Capacity	3.04cumecs
;	Intake Tank	
)	Size	5.00m x 3.00m x 1.80m (0.30m Freeboard)
)	B.L. at start	EL.2030.20m

Developer: -M/S JAMDAGNI HYDRO POWER

M/s. Jamdagani Hydro Power

Authorised Signatory

#### **DUHANGAN III SHEP**

1.00 MW

d)	F.S.L. at End	EL.2030.20m EL.2032.00m					
e)	Discharge Capacity	3.04cumecs					
f)	Туре	RCC Rectangular Tank					
7	Feeder Pine /Intake Tank to D	oriting Yank)					
a)	Size   L-56 00m Size 1 05m x 1 90m						
b)	B.L. at start	L-56.00m Size- 1.05m x 1.80m EL.2030.20m					
c)	B.L. at end	EL.2030.20m					
d)	F.S.L. at End	EL.2031.88m					
e)	Discharge Capacity	3.04cumecs					
f)	Туре	RCC					
8	Desilting Tools						
	Desilting Tank						
a)	Type	RCC Hopper Type					
b) c)	Size	35.0m x 6.0m					
d)	Depth Dispersion No.	5.13m at start and 5.97m at end (1.00m Freeboard					
<ul><li>α)</li></ul>	Dia of Flushing Pipe, No.  B.L.	0.30m, 3 No.					
f)	F.S.L.	End EL.2026.91m,Sart EL.2027.74m					
g)	Discharge Capacity	EL.2031.88m					
9		3.04cumecs					
g)	Power Pipe (Desilting Tank To						
h)	B.L. at start	L-143.00m Size- 1.00m x 1.80m					
i)	B.L. at end	EL.2030.08m					
i)	F.S.L. at End	EL.2029.84m					
k)	Discharge Capacity	EL.2031.64m					
1)	Type	2.48cumecs					
1/	туре	RCC					
10	Forebay Tank						
a)	Туре	RCC Rectangular Tank					
b)	Size	12.0m x 6.0m x 6.0m (1.00m Freeboard)					
c)	Design Capacity	297.0cum					
d)	Dia of Flushing Pipe	0.60m					
e)	B.L. in Forebay	EL.2025.64m					
f)	M.D.D.L. in Forebay	EL.2030.06m ol Ouhangan					
g)	F.S.L. in Forebay	EL.2031.64m					
h)	M.W.L. in Forebay	FI 2031 94m					
1)	T.L. in Forebay	EL.2031.94m EL.2032.64m					
i)	Discharge Capacity	EL.2032.64m 297.00cumecs					
11	Penstock						
a)	Туре	Steel Pipe Type					
b)	Length	226m (Main), 10m (Bifurcated)					
c)	Diameter	1000mm (Main), 700mm (Bifurcated)					

Developer: -M/S JAMDAGNI HYDRO POWER

0

0

0

0

0

M/s. Jamdagani Hydro Power Authorised Signatory

Page 2

#### **DUHANGAN III SHEP**

1.00 MW

d)	Thickness	6-10mm				
e)	Discharge Capacity	2.48cumecs				
		arrowanices				
12	Surface Power House					
a)	Size of Power House	20.0m X 12.0m x 6.0m				
b)	C/L of Turbine at P.H.	EL.1969.00m				
c)	Floor Level	1970.00m				
d)	Gross Head	61.16m				
e)	Net Head	56.71m				
f)	Installed Capacity	1.00 MW (2 × 500 kw)				
g)	Switchyard	10.00m x 10.00m				
13	Tailrace Channel					
a)	Туре	RCC Rectangular				
b)	Size	6.0m x 1.00m x 1.30m (0.15m Freeboard)				
c)	B.L. at end	EL.1967.00mm				
d)	F.S.L. at End	EL.1968.30m				
e)	Discharge Capacity	2.48cumecs				
14	Electro-mechanical					
a)	Turbine					
b)	No. and Type	2 Nos. Francis				
c)	Speed	450 RPM				
d)	Inlet Valve	Spherical type				
-1	Generator					
e)	Generator	Synchronous Generator				
f)	Rated Output Power factor	2 x 500 KW				
g) h)		0.9				
i)	Speed	450 RPM				
1	Voltage	3.3kV				
16	Power	of Duhangan				
a)	Installed Capacity	1.00 MW				
b)	Annual generation at 75%	2.00 11111				
-/	Dependable year	5.04 MU				
c)	Plant Load factor	57%				
17	Cost					
a)	Project Cost at Mar 2018 FY	Rs. 721.31 Lacs				
b)	Front & Fee Charges	Rs. 6.76 Lacs				
c)	Interest During Construction	Rs. 177.22Lacs				
d)	Annual escalation @ 6% average annual	Rs. 21.09Lacs				
e)	LADF	Rs. 9.40 Lacs				
		ns. 3.40 Lacs				

Developer: -M/S JAMDAGNI HYDRO POWER

M/s. Jamdagani Hydro Power

Authorised Signatory

Page 3

#### **DUHANGAN III SHEP**

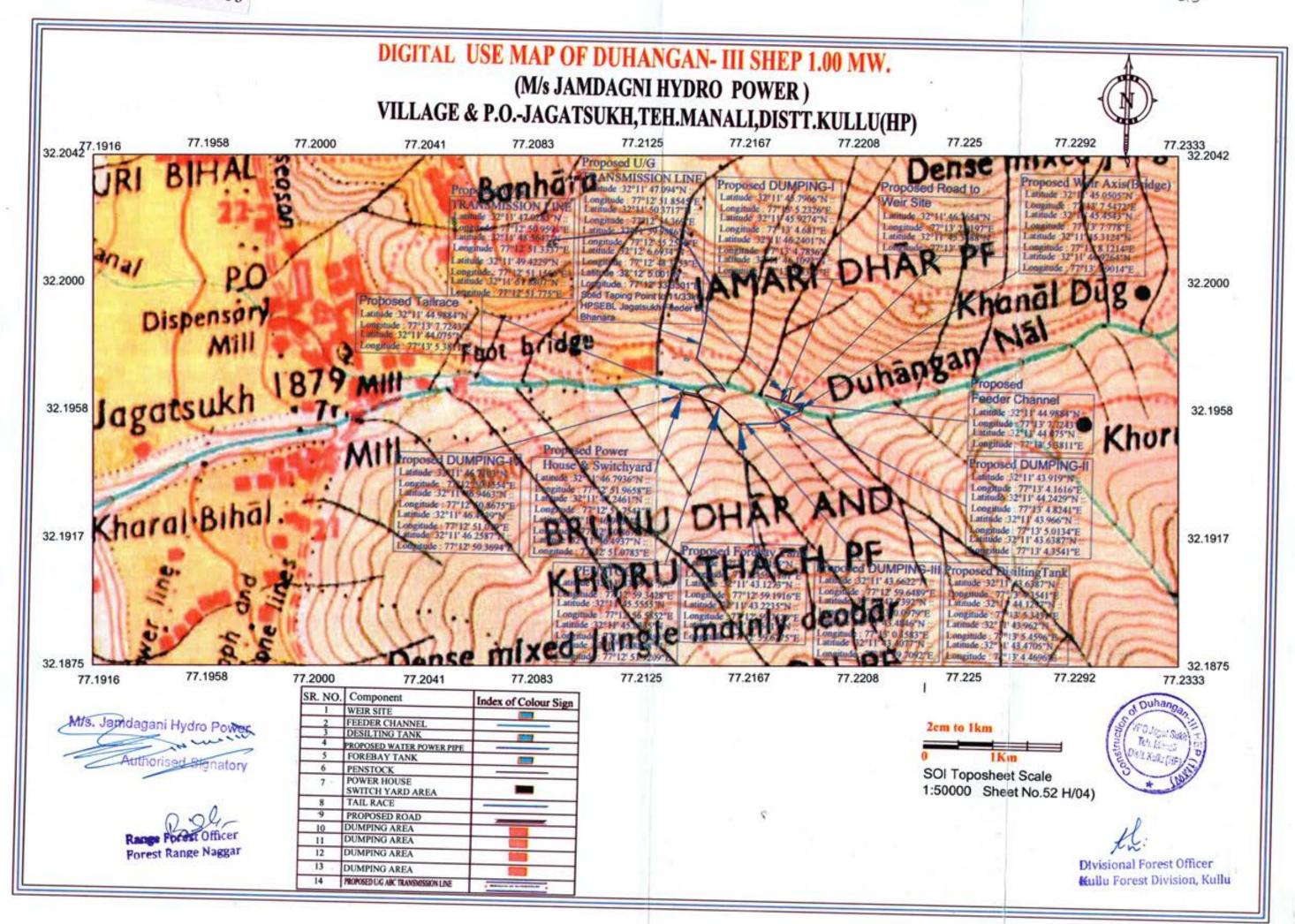
#### 1.00 MW

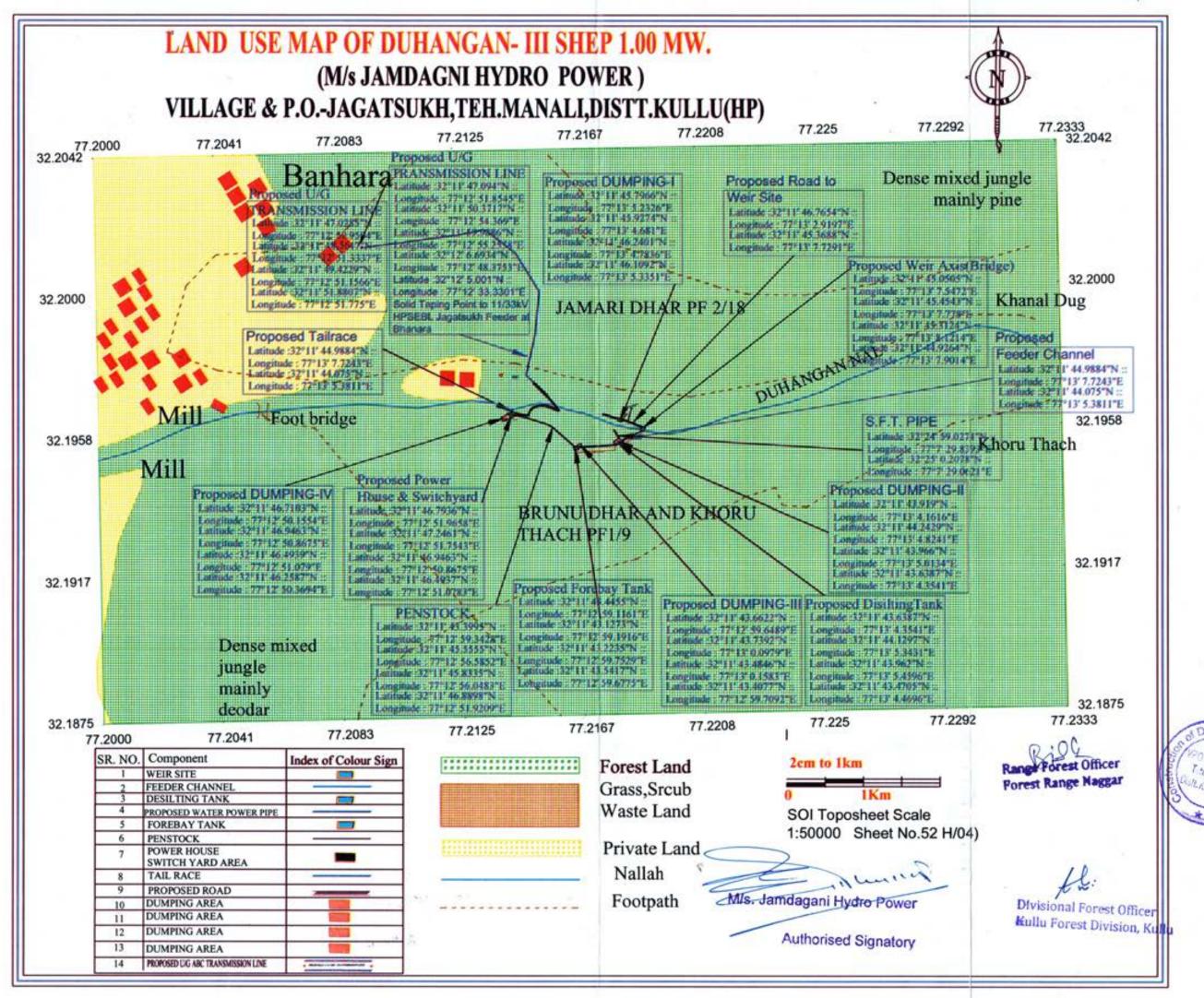
f)	Capitalised project cost Rs. 950.20 Lacs Say Rs. 950.20 Lacs				
18	Generaton Cost and Tarriff				
a)	Debt equity ratio	70:30			
b)	Return on equity	13%			
c)	Interest rate on loan	13.00%			
d)	Interest on working capital	13.00%			
e)	Discounting rate	10.35%			
f)	Sale Rate for 40 Years	Rs. 3.34 per KWh			
g)	Levellised Tariff for 40 Years	Rs. 3.70 per KWh			

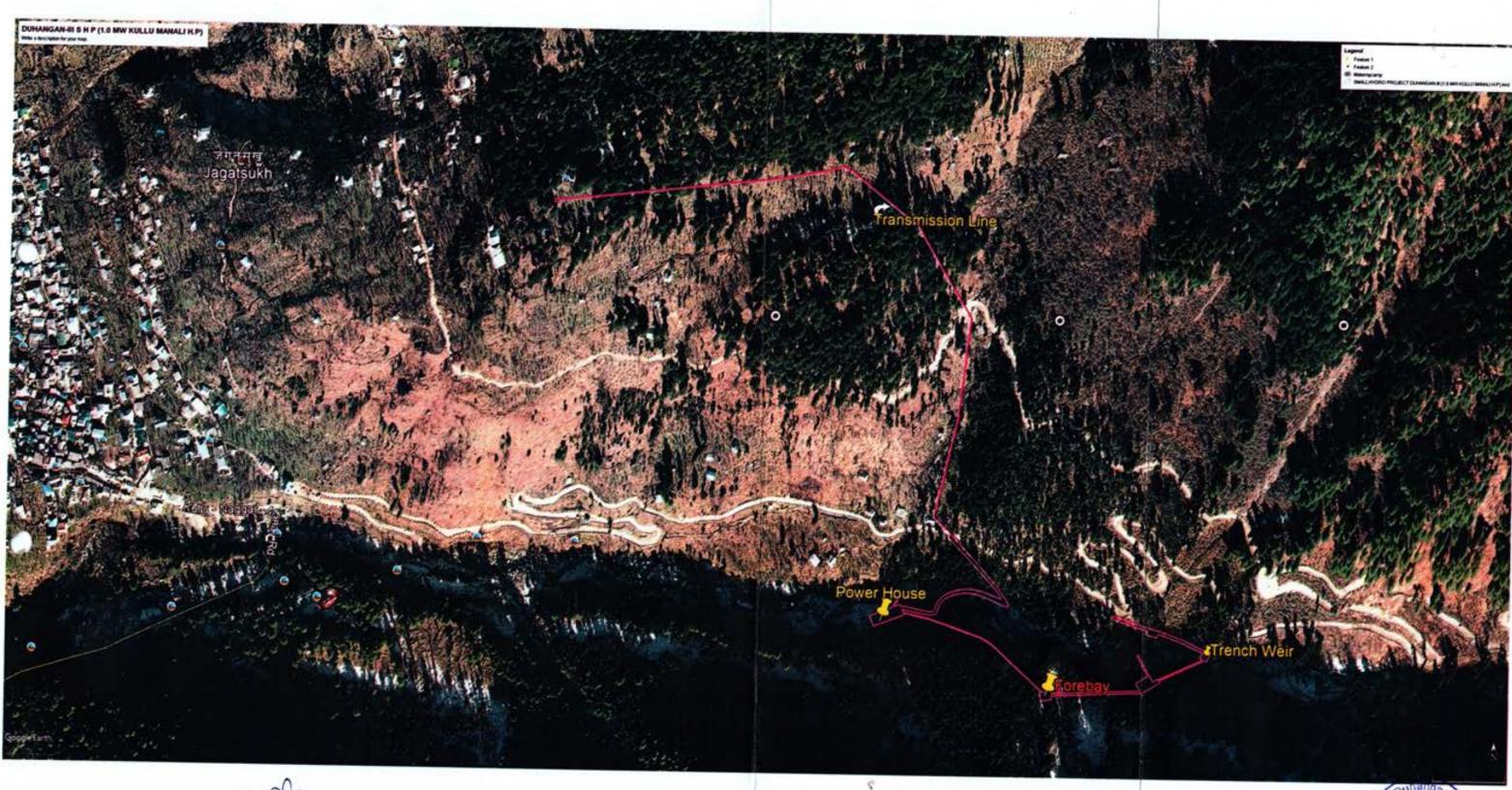


M/s. Jamdagani Hydro Power

Authorised Signatory

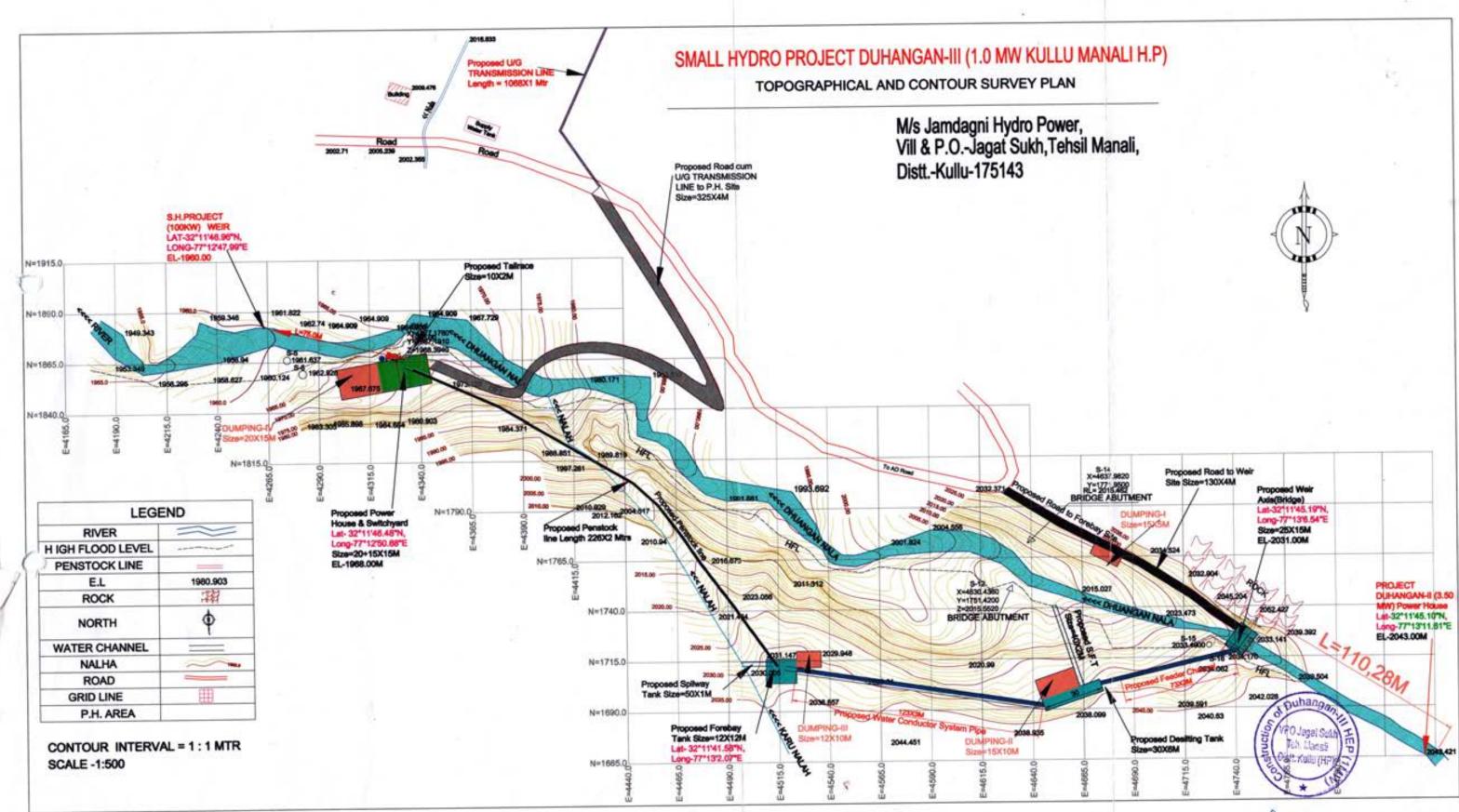






M/s. Jamdagani Hydro Power
Authorised Signatory

Range Porest Officer Porest Range Naggar Divisional Forest Officer Kullu Forest Division, Kullu



Range Forest Officer Forest Range Naggar

Mis. Jamdagani Hydro Power

Authorised Signatory

£:

Divisional Forest Officer Kullu Forest Division, Kullu

#### CHECK LIST-7

## Proposal No :- FP/HP/HYD/49485/2020

# STATEMENT SHOWING DETAILS OF FOREST LAND FOR DIVERSION

S.No.	Project name of component	District & Forest Division	Forest Range	Muhal	Kasra & tukda No.	Size of Component L/B	Forest Land Proposed for Diversion (Hec)	Legal Status of Forest Area	Classification
1	Trench weir	Kullu	Naggar	Bhanara	T N0 2	20X15	0.03-00	DPF	2/18 JAMARI
2	Feeder Channel	Kullu	Naggar	Chanala	T N0 3	73X3	0-02-19	DPF	DHAR -CI 1/9 BRUNU
3	Delisting Tank		Naggar	Chanala	T N06	30X6	0-01-80	DPF	DHAR-CII-B 1/9 BRUNU
4	Water Still Power Pipe Channel	Kullu	Naggar	Chanala	TN0 7	123X3	0-03-69	DPF	DHAR-CII-B 1/9 BRUNU DHAR-CII-B
5	Silt fleshing Channel	Kullu	Naggar	Chanala	TN0 4	40X1	0-00-40	DPF	1/9 BRUNU
6	For Way	Kullu	Naggar	Chanala	TN0 9	12X12	0-01-44	DPF	DHAR-CII-B 1/9 BRUNU DHAR-CII-B
7	Spil way			Chanala	TN0 10	50X1	0-00-50	DPF	1/9 BRUNU
8	Pen Stock	Kullu	Naggar	Chanala	TN0.11	226X2	0-04-52	DPF	DHAR-CII-B 1/9 BRUNU
9	Power House+	Kullu	Naggar	Chanala	TN0 12	20X15	0-03-00	DPF	DHAR-CII-B 1/9 BRUNU DHAR-CII-B
10	Switch Yard	Kullu	Naggar	Chanala	TN0 13	15X15	0-02-25	DPF	1/9 BRUNU DHAR-CII-B
11	Tail Race	Kullu	Naggar	Chanala	TN015	10X2	0-00-20	DPF	1/9 BRUNU
12	Road to Weir	Kullu	Naggar	Bhanara	TN01	130X4	0-05-20	DPF	DHAR-CII-B 2/18 JAMARI
13	Road to Power House + UG Transmission	Kullu	Naggar	Bhanara	TN017	281X4	0-11-24	DPF	DHAR -CI 2/18 JAMARI DHAR -CI
4	Road to Power House + UG Transmission	Kullu	Naggar	Chanala	TN016	44X4	0-01-76	DPF	1/9 BRUNU DHAR-CII-B
5	Underground Transmission Line	Kullu	Naggar	Bhanara	TN018	1068x1	0-10-68		2/18 JAMARI DHAR -CI
6	Interconnection Point Substation Solar Tape Point	Kullu	Naggar	Bhanaru	TNO 19	4x4	0-00-16	DPF	2/18 JAMARI DHAR -CI
	Muck	Kullu	Naggar	Bhanara	TN020	15X5	0-00-75	DPF	



					TOTAL		0.5848 HEG		
	Dumping Site No 4					20x15	0-03-00	DPF	1/9 BRUNU DHAR-CII-B
20	Muck	Kullu	Naggar	Bhanara	TN014	20-15			
	No 3							241	1/9 BRUNU DHAR-CII-B
19	Muck Dumping Site	Kullu	Naggar	Chanala	TN08	12x10	0-01-20	DPF	2010/2010/00/2019/0
	No 2					10000	SSACOTA	171.1	1/9 BRUNU DHAR-CII-B
18	Dumping Site	Kullu	Naggar	Chanala	TN05	15X10	0-01-50	DPF	1/9 BBI INIT
1 10	Dumping Site No 1 Muck								DHAR -CI

M/s. Jamdagani Hydro-Rower

Signat Authorised Signatory

Response Forest Officer Porest Range Naggar

Date. 12:2:2021

Place. Kully

Total Manager Suits His Coll. Koolu (Hp.)

Divisional Forest Officer Divisional Forest Officer Fullst Division Keilign, Kullu

#### Checklist 8

# STATEMENT SHOWING DETAILS OF NON FOREST AREA INVOLVED IN THE PROPOSAL

S.No	Distri	Division	Range/ Tehsil /Village	Khasra/ Survey or Compartment Number of Km. Stone	Area involved in the proposal	Present land Use	Remarks
1	2	3	4	5	(Ha.)		
				2	6	7	8
Nil	Nil	Nil	NIII				
	- 3		Nil	Nil	Nil	Nil	Nil

Place ... Kullu

Date :.. 16-11-20

Range Forest Officer Forest Range Nagger

M/s. damdagani Hydro Power Signature of Eser Agency
Authorised Signatory

Divisional Forests officer Kulturules omisionishen, Kullu



# कार्यालय उपायुक्त कुल्लू जिला कुल्लू हिमाचल प्रदेश। अनुपलब्धता प्रमाण पत्र

M/s Jamdagni Hydro Power R/o V.P.O Jagatsukh Tehsil Manali District Kullu IIP से प्राप्त पत्र दिनांक 01/01/2020 के सम्बन्ध में संलग्न संयुक्त निरीक्षण रिपोर्ट दिनांक 31/10/2018 सिहत for Construction of M/S Jamdagni Hydro Power Project Dhuangan III IMW VPO Jagatsukh Tehsil Manali Distt. Kullu (IIP) छेतू प्रस्तावित सरकारी/वन गूमि 0–58–48 हैक्टेयर के हस्तान्तरण बारे अनुपलब्दता प्रमाण पत्र जारी करने का अनुरोध किया गया है। संयुक्त मौका निरीक्षण रिपोर्ट के अनुसार उपरोक्त प्रस्तावित सरकारी/वन गूमि न्यूनतम एवं अधिक उपयुक्त है तथा उपरोक्त प्रयोजन छेतू प्रस्तावित सरकारी/वन गूमि के अतिरिक्त अन्य गूमि उपलब्ध न है।

अतः संयुक्त निरीक्षण रिपोर्ट के आधार पर प्रस्तावित सरकारी/वन भूगि 0-58-48 हैक्टेयर M/S Jamdagni Hydro Power Project Dhuangan III IMW VPO Jagatsukh Tehsil Manali Distt. Kullu (IIP) को उपरोक्त प्रयोजन हेतू अनुपलबाता प्रमाण पत्र जारी किया जाता है।

(डॉ० ऋचा वर्गा भावप्रवर्गव उपायुक्त कुल्ला।

पृथ्वांकन संख्याः 9/4-16 /डी०आर०ए० दिनांकः 20/7/20-20

 यन गण्डल अधिकारी, कुल्लू जिला कुल्लू को प्रेषित कर अनुरोध है कि वन संरक्षण अधिनियम 1980 के अन्तर्गत केन्द्र सरकार के पर्यावरण एवं वन विभाग की अन्तिम स्वीकृति प्राप्त होने पर उसकी एक प्रतिलिपि आगामी आवश्यक कार्यवाही के लिए पुरात हरा कार्यालय को प्रेषित करें।

2. उप गण्डल अधिकारी (ना०), मनाली जिला कुल्लू को सूचनार्थ एवं आगागी आवश्यक कार्यवाही हेतु प्रेषित हैं।

3. M/S Jamdagni Hydro Power Project Dhuangan III IMW VPO Jagatsukh Tehsil Manali Distt. Kullu (HP)को उनके उपरोक्त पत्र सन्दर्भ में सूयनार्थ (वं आनाः)। आवश्यक कार्यवाही हेत् प्रेषित है।

> हिंधा वर्गा वर्गा भागपाठ सका) उपायुक्त कुल्लू । ८



#### CHECK LIST -10

# JUSTIFICATION FOR LOCATING THE PROJECT IN FOREST AREA

The catchment area of stream above the diversion structure manly comprises of forest land. The slope of stream from 1 m160 to 1 m 170 which is an ideal condition for Hydro Power electric generation. The natural regime of the stream is not being disturbed as a raised crested weir with non overflow and overflow section has been proposed and the water after generation of electric power would be released back into the river. No other viable alternative is available for the project, so it has to be as such be located in the forest land. Before finalizing this layout, three alternatives have been explored, ecological lesser area, no rehabilitation involved, conveying minimum disturbance to the local population, and minimum forest area with minimum no. of trees is selected. Keeping in view the other technical parameters required for the construction of the project. The detail alternatives of project components are enclosed.

The same as also been certified by joint inspection during the joint inspection of the proposed project site on

Since the site is on the bank of river Beas, the bank protection work will be carried out by building a resistance along the river this will help in protecting and preventing flooding and soil erosion along the river banks. The work will be carried out in such a manner that the natural balance in an ecosystem is maintained.

The alternate land for constructing Construction of outdoor and Indoor Sport was also studied but the alternate sites studied involved dense forest cover, steep slope and were also not technically feasible in terms of space requirements and these sites also had dense forest cover of valuable trees such as deodar, fir spruce etc.

M/s. Jamdagani Hydro Power

Place : Kully

Date: 16-11-20

C/S -

Divisional qualities officer Cultural Supplies of the Company of t

Signature of Oser Agency natory

Porest Range Naggar

#### CHICK LIST 11

## ALTERNATIVE FOR PROJECT COMPONENT

This is to certify that the forest area involved in the proposal is unavoidable and barest minimum forest area i.e. 0.58.48 hectare is proposed for diversion for the construction of Duhangan-III 1 MW HEP at Village & Post Office Jagat Sukh Tehsil Manali District Kullu. Three alternative have been considered for this project and adopted alternative uses minimum forest land details are under; Various Alternatives for the project.

#### Alternative 1- Proposed

This is left bank and right bank alternative in Duhangan Nala. The alternative involves construction of diversion structure at EL 2032 m of Duhangan Nala. The water conductor shall consist of conveyance channel, surface desilting tank, Still power pipe channel, 143 m long and surface penstock and a surface power house, located at an EL 1967m on the left side of the Duhangan Nala. The gross head available for power generation shall be around + 65m. In this alternative net head is slightly more than other alternative due to lesser length of water conductor system leading to higher leading to higher annual generation of energy. This alternative was proposed earlier and Techno economic clearance for it was accorded. In this alternative water conductor passes through cultivable land in many reaches and the local people in this alternative has been minimized. Environmentally and financially this scheme is better than other alternative. The details of trees etc. as per our proposed site: - proposed 1st Alignment for project.

No of trees	Sapling	Total	Volume in cube meter	land	
15	2	19	17.188	0.58 48 hec	

## Alternative II: Not proposed:

This alternative is on the right & left bank of the Duhangan Nala. In this alternative all the land required is 0.9552 hectare which is extra than the 1<sup>st</sup> alternative. Moreover the land near proposed fore way and power house is sided portion where the construction of these components would be very difficult. In this alternative more forest area and larger number of trees are coming. So this alternative is not better than the 1<sup>st</sup> alternative all.

Va of troop	Sapling	Total	Volume in cube meter	land
No of trees	Dahing	4.0.100	10.55	0.95 52 hec.
25	17	42	19.75	0.95 52 fiee.

### Alternative III: Not Proposed

In this alternative the Duhangan Nala has to be joined with Duhangan intake and length of power Channel to for way also increasing near about 350 m and total land required for this alternate 1.201 hectare which is more than the 1st alternative.

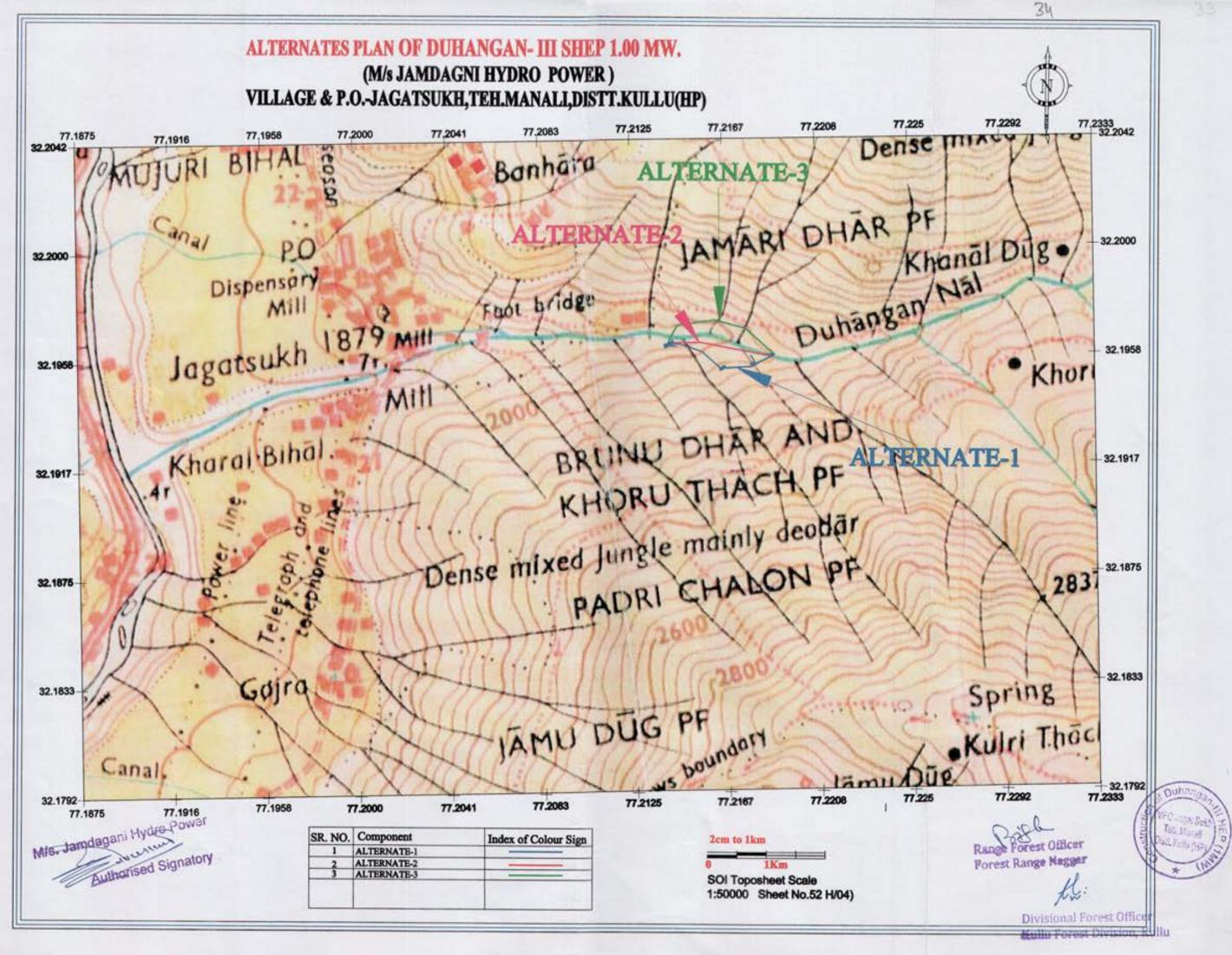
No of Trees	Sapling	Total	Volume in cube meter	Land
26	23	49	The state of the s	170
	23	47	21.89	1.201 hac

Therefore, alternative I which involves less forest area and lesser number of trees has been chosen for the layout of the project. This alternative is environmentally better than other two alternatives.

Signature User

Forest Range Naggar

Divisional Forest Officer
Kullu Forest Division, Kullu
Divisional Forest Officer
Kullu Forest Division



#### **CHECK LIST-12**

# UNDERTAKING FOR PAYMENT OF COST OF COMPENSATORY AFFORESTATION

I, General Manager, M/S Jamdagni Hydro Power is hereby, under take to pay the entire amount for compensatory afforestation in lieu of the forest area diverted for Construction of Duhangan –III 1MW HEP Village & Post Office Jagat Sukh Tehsil Manali District Kullu as per prevailing wage rates at the time of plantation.

Place :...Kullu

Date: 16-11-20

C/S -

DibisiisiahEofesteOff@cer Honist Division/Kullon, Kullu

Signature Authorises Signatory

Range Forest Officer Forest Range Naggar Forest range Naggar



### CHECK LIST -13

### UNDERTAKING FOR PAYMENT OF NET PRESENT VALUE OF FOREST AREA

It is to certify that I, General Manager, M/S Jamdagni Hydro Power have applied for diversion of total <u>0.5848</u> Hect. For the purpose of Construction of Dhuangan-III 1MW HEP at Village & Post office Jagat Sukh Tehsil Manali District Kullu I, here by undertake to pay the entire amount of net present value (NPV) in lieu of the above area, as per rates applicable for the purpose.

Place :.Kullu

Date: 16-11-30

«Signature of the Asun Sygnatory

M/s. Jamdagani Hydro Power

Ranga Forest Officer
Forest Bergaddaggaser
Forest range Naggar

C/S -

Divisional Forests Officer, Forest Division Kullu



# HIMACHAL PRADESH FOREST DEPARTMENT, KULLU FOREST DIVISION, KULLU.

### BILL OF NPV

Name of Project	Name of Project Duhangan-III Hydro Electric Project (1 MW)	Ivdro Elec	Duhangan-III Hydro Electric Project ( 1 MW)	3			or account of their
Name of User agency		Ivdro Pow	'er'				
Sr. No Name of	Location	Area in Ha.	a,	Category Rate (	Rate (Rs.)	Total	50% of the normal NDV
Forest		Area	Category of NPV	of rate for NPV	Per ha.	Ainount	applicable as per instruction issued vide
							438/15-FC (Pt) dated 17 <sup>th</sup> April ,2018.
Dhar,	Khakhnal block,	0-5848	Open forest	Eco- Class-	6,99,000	408775	204388/-

Range Forest Officer Bange Forest Range Naggar Forest Range

Divisional Forest Officer, Kullul Porest Division, Kullu Rs. Two lac Four thousand Three hundred Eighty Eight only



374

## HIMACHAL PRADESH FOREST DEPARTMENT, KULLU FOREST DIVISION, KULLU.

### BILL OF NPV

Name of Project Name of User agency Sr. No Name of Forest Forest Name of User agency N				Rs. Six lakh Twenty Pt. Tr.	Rs. Six lak			
of User agency Name of Forest Forest  Juhangan-III Hydro Electric Project (1 MW)  Name of Location Area in Ha. Area involved  Z/18 Jamri  Jagatsukh beat, O-5848  Oren forest  Auggar Range , Kullu Forest Division Kullu  Category of NPV  Of Category  of NPV  Of rate for NPV  NI  Augustsukh beat, O-5848  Oren forest  NI  Augustsukh beat, O-5848  Oren forest  NI  Ostropet (1 MW)  Category  of NPV  of rate for NPV  NI  NI  NI  NI  NI  NI  NI  NI  NI  N	62	1069470	Class -VI	Deal march		Khakhnal block, Naggar Range	CIRIT,	
of Project Of User agency Name of Forest Forest  Duhangan-III Hydro Electric Project (1 MW)  Name of Location Area in Ha.  Area involved  Category of NPV  For NPV  Category For NPV  Area involved  Area involved  Area involved  Category For NPV  C	7			Open forces	0-5848	Jagatsukh beat,	2/18 Jamri	-
of User agency Name of Location Area in Ha.  Of User agency  Area in Ha.  Of User agency  Category  Rate (Rs.)  Rate (Rs.)	Amount of	Per ha.	of rate for NPV	Category of NPV	involved			
of Project Duhangan-III Hydro Electric Project (1 MW)  Name of Location Area in Ha	-	Rate (Re )	Category	4.	A		Forest	
of Project Duhangan-III Hydro Electric Project (1 MW)  M/s Dhomes District Project (1 MW)			vt. Ltd.	gni Hydro Power Po	Area in H	Location	Name of	Sr. No
of Project Duhangan-III Healer El	Dillove		)	Tric Project ( I MW	TAMES ELEC	M/s Dhomsa D	of User agency	Name
The state of the little of the state of the	iction o	Ilu Forest Division	Range , Kui	iction under Nagga	the jurisd	Duhangan-III I	of Project	Name

National Bange Magger

Divisional Forest Officer
Kullu Forest Division Kullu

Divisional Forest Division, Kullu Kullu Forest Division, Kullu

Checklist -14

### M/S JAMDAGNI HYDRO POWER

Village & P.O. Jagatsukh Tehsil Manali District Kullu 175143 9816107726,9816025925

### Undertaking

I Harichand Sharma Authorized Signatory of M/S Jamdagni Hydro Power Firm has applied for FRA and our Noc's for Hour Project Duhangan III -1 M/w are under process.. we will provide you the required Noc's by you in Few Days

M/s. Jamdagani Hydro Power

Dated 16-11-20

Divisional Forest Officer | Kullu Forest Division Kullu

Range Forest Officer Forest Range Maggar Range Parest Officer Porest Range Naggar



Enumeration list of trees coming in the alignment of M/s Jamdagni Hydro power small Hydel project Duhangan-III 1 MW in Jagatsukh beat, Khaknal Block, Naggar Forest Range, Kullu Forest Division. Name of Forest - 2/18 Jamari Dhar CI. (Proposed).

Tree	Spp.	Botanical Name	Dia	Class	Volume in m <sup>3</sup>	Remarks
1.	Moharu	Que rous smicarpifolia	31-32	***		
2.	Moharu	Que rous smicarpifolia		III	1.00	Green Standing
3.	Khirk	Celtis australis	37-36	III	1.00	Green Standing
4.	Moharu		28-29	IV	0.30	Dry Standing
5.	Moharu	Que rous smicarpifolia	27-28	IV	0.30	Green Standing
	-	Que rcus smicarpifolia	46-47	IIA	1.80	Green Standing
6.	Moharu	Que rous smicarpifolia	44-45	IIA	1.80	Green Standing
7,	Moharu	Que reus smicarpifolia	37-38	III	1.00	Green Standing
8.	Moharu	Que rcus smicarpifolia	28-29	IV	0.30	
9.	Moharu	Que rous smicarpifolia	23-24	IV		Green Standing
10.	Moharu	Que rous smicarpifolia	46-47	IIA	0.30	Green Standing
11.	Rai	Piceasmithiana	15-16		1.80	Green Standing
12.	Moharu	Que rous smicarpifolia		V	0.06	Green Standing
13.	Rai	Piceasmithiana	26-27	IV	0.30	Green Standing
	1.00	r recommind	25-26	IV	0.14	Green Standing
			Total		10.10	

### Note :- Sapling

1	Rai	Piceasmithiana		
0	-		2 nos	Green standing
2.	Kosh Alnus nitida			
			1 nos	Green standing

Caliper by

Sh. Rajender Kumar tgd. I/C Jagatsukh beat.

RAJENDER SIL IMMA

Range Forest Officer Porest Range Maggar Forest Range Naggar.

Record by

:- Sh. Tek Singh DR, B.O. Khaknal.

Ma dameagan Hydro Powe

user Agency,

M/A Dahldriga eldy Brig Preveny

Divisional Forest Officer Divisional Forest officer Kullu Forest Division Kullu.

### ABSTRACT

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			1								Botanical	opp.	9

### Patricken

	Green stan	1 nos	Ainus nitida	neo
breen sto	Green stand	600.0		Vach

RAJENDER SHARMA

Forest - Guard Incharge. Fee 100..... Sh. Rajender kumar fgd. I/C Jagatsukh beat.

Caliper by

Record by

:- Sh. Tek Singh DR, B.O. Khaknal.

MIs. Jamdagani Hydro Power

Authorised Signatory

Afgrest Division Kullion, Kullu Divisional Forest officer;



Enumeration list of trees coming in the alignment of M/s Jamdagni Hydro power small Hydel project Duhangan-III 1 MW in Khaknal Beat, Khaknal Block, Naggar Forest Range, Kullu Forest Division. Name of Forest - 1/9 Brunu Dhar C II B. (Proposed).

Tree No	Spp.	Botanical Name	Dia	Class	Volume in m <sup>3</sup>	Remarks
1.	Tosh	Abiespindrow	35-38	III	0.85	Green Standing
2.	Tosh	Abiespindrow	34-35	III	0.85	Green Standing
			Total		1.70	

Caliper by

Sh. Tikkam Chande

I/Irania MALCHIAL

2 cont

Duhan

Range Forest of free Forest Range Naggar.

Record by

Block Forest Officer Forest Block, Khaknal

M/s Jamdagani Hydro Power

Authorise Asignoties as Signatory M/s Jamdagni Hydro power.

Divisional Forest officer, Forest Division Kulfu Officer Kullu Forest Division, Kullu

### ABSTRACT

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	-											Class									poranical	opp.	2

Caliper by

Range Forest officer Forest Range Naggar.

Record by

Mis Jamdegari Hoaro Power

Divisional Forest of filter; r idiates t Division Kullion, Kullu

Enumeration list of trees coming in the alignment of M/s Jamdagni Hydro power small Hydel project Duhangan-III 1 MW in Jagatsukh Beat & khakhnal Beat, Khaknal Block, Naggar Forest Range, Kullu Forest Division.

Name of Forest – 2/18 Jamari Dhar Cl and 1/9 Brunu Dhar CIIB.

		6.	50	+	Çui	17	-		o S
		Brunudhar CII B	Forest Land 2/18 Jamaridhar C I	Forest Land 2/18 Jamaridhar C I	Forest Land 2/18 Jamaridbar C I	Jamaridhar C I	Jamaridhar C I		Name of Land
		Penstock	Road to Power	Road to Power House	Road to Weir	Road to Weir	Road to Weir		Component Liner
RAN		Tosh	Rai	Moharu	Kosh	Khirak	Moharu		Species
RAJENDEN STILL	AMANTE COLLAND	Ablespindrow	Piceasmithiana	Que reus Smicarpifolia	Alnus Nitida	Celtis austrails	Que reus Smicarpifolia		Botanical Name
			1	4	2		-	0-10	
			-					10- 20	
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1000	TOTAL			*	-6	,		90	
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40	98	12	(a)	6	22	-	4	Total	

Caliper by

Gh (0) Spec Shaknal beat.

Incharge Khakhmalke

7. Sh.Rajender.Kumar-Jagatsukh Beat Forest - Guard

M/s. Jamdagani Hydro Power

Authorised Signatosedesignatory

M/s Jamaagni Hydro power.

Blysisianal Egrest Officer

Record by

:- Sh. Tek Singh DR B.O. Khaknal.

### Cost of trees coming in the M/s Jamdagni Hydro Power for construction of Duhangan-III Hydro Electric Project (1MW)

Sr. No.	Name of Species	Botanical Name	Volume (in m3)	Rate (per m3)	Amount
1.	Moharu	Quercus smicarpifolia	16.50	9726	160479
2.	Khirk	Celtis australis	0.20	9726	19452
3.	Rai	Picesmithiana	0.30	32778	9833
4.	Rai ( saplings)	Picesmithiana	0.048	32778	1573
5.	Kosh ( saplings)	Alnus nitida	0.14	9726	1362
6.		Total	17.188		192699
7.			10% increas	e in market Rate	19270
8.				Total	211969
9.			SGST on c	ost of tree @ 9%	19077
10.			CGST on c	ost of tree @ 9%	19077
11.		Inc	come Tax @ 2	2.575% on price	5458
12.		Sur	rcharge @ 3%	on Income Tax	164
13.				Grand Total	255745

Range Forest Officer Range Range Notifiarer, Naggar Forest Range

Divisional Forest Officer Divisional Forest Offickullu Kullu Forest Division, Kullu



Enumeration list of trees coming in the alignment of M/s Jamdagni Hydro power small Hydel project Duhangan-III 1 MW in Jagatsukh beat, Khaknal Black, Naggar Forest Range, Kullu Forest Division. Name of Forest - 2/18 Jamari Dhar (2<sup>nd</sup> not Proposed).

Tree	Spp.	Botanical Name	Dia	Class	Volume in m*	Remarks
	Monoru	Que nous smicerpifolia	31-32	111	1.00	Green Stonding
2	Mohani	Que neus smiçarpificia	37-36	111	1.00	Greek Standing
3	Khirk	Celtis australis	28-29	IV	0.30	Dry Standing
4	Meharsi	Que reus smicarpifelia	27-28	T.V	0.30	Green Standing
5,	Mehoru	Que nous smicarpitolia	46-47	LIM	1.80	Green Standing
6.	Maharu	Que nous smicorpifolia	44-45	IIA	1.80	Green Standing
7	Mohanu	Que reus smicarpifolia	37-38	III	1.00	Green Standing
8.	Mehana	Que rous smicarpifelia	28-29	IV	0.30	Green Standing
Ġ,	Moharu	Quir rous smicorpifelia	23-24	IV	0.30	Green Standing
10	Mohanii	Que nous smicarpifelia	46-47	IIA	1.60	Green Standing
11.	Risi	Piceasmithiana	15-16	V	0.06	Green Standing.
12.	Mohani	Que rous smicorpifelis	26-27	IV	0.30	Green Standing
13.	Sai	Picasmithiano	25-26	IV	0.14	Green Standing
14	Moharu.	Que reus smicorpifolis	35-36	111	1.00	Green Standing
15.	Meharu	Que rous smicarpifolia	44-45	IIA	1:80	Green Standing
16.	Moharu	Que rous smicorpifalia	60-61	IA	4,60	Green Standing
17.	Rai	Piceasmithiana	25-26	IV	0.14	Green Standing
			Total		17.64	A CALL TO SERVICE OF THE SERVICE OF

Note i - Sapling

1.	Roi	Piceasmithiana	10 nos	Green standing
2	Kenh	Alnos nitida	7 nor	Green standing

Caliper by

- Sh. Rajender Kumar (gd. 1/C Jagotsukh beat.

Forest-Coard

Jag alsulan

Record by

Tek Singh Block Forest Officer Forest Block, Khaknal Range Porest Officer Forest Range Magger

M/s. Jamilagani Hydra Power

Authorised Signatory
M/s Jamdagni Hydro power

Outhangan, The VPO Jagat Sukin The Telt, Manell Distr. Kuliu (HP)

Divisional Perest Officer Kullu Forest Division, Kullu

### ABSTRACT

			Total	Tota																	
	:	1	1	-	-	1	244	1	-	100					40.0						
	+														0.30		***	i	Celhis gustralis	Chirly	Lie
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17	1	1		1	i	H	4.60		-	1	7.20	à	4,00	4	120	4	ı		smicarpifolia	A 100 140 A	,
0		20	Vol No Vol	8	Vol	76		8	Vol	No	YOU	78	10.4	76	* 00 m	Own	10.4	100	District	Makani	-
	A		C	IC	(10)	IB	VI	-	120	In.	2	H	III		TV		V V		Nome		700
										Clas									Botanical	Spp.	Sn

### Note :- Sapling

Rai Piceasmithana 10 nos Green standing Kosh Almus nitida 7 nos Green standing		N	1	
Almus nitide 7 nos Green standing		5	Bal	
10 nos Green standing 7 nos Green standing	)	Almus mitudo		
standing standing			10 405	
		probable standard	Green standing	

RAJEMBER SHARMA
Forest - Guard | . . .

Caliper by

charge Tag Whath

Record by

Tek Singh Block Forest Officer Forest Block, Khaknal

Mrs. Samdagani Budro Power

Authorised Signatory

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Surgar Range Maggar

Divisional Perest Officer Kana Forest Division, Kuliu Enumeration list of trees coming in the alignment of M/s Jamdagni Hydro power small Hydel project Duhangan-III 1 MW in Khaknal Beat, Khaknal Block, Naggar Forest Range, Kullu Forest

Division. Name of Forest - 1/9 Brunu Dhar C II B. (2nd not Proposed)

Tree	Spp.	Botanical Name	Dia	Class	Volume in m'	Remarks
1,	Tosh	Abiespindrow	35-38	III	0.85	Carry Ca. 1
2.	Tosh	Abiespindrow	34-35	III		Green Standing
3.	Rai	Piceasmithiana	15-16	V	0.85	Green Standing
4.	Tosh	Abiespindrow			0,06	Green Standing
5.	Tosh	Abiespindrow	35-38	IV	0.14	Green Standing
	10311	nulespiriarow	34-35	III	0.85	Green Standing
			Total		2.75	

Caliper by

:- sh. Tilakkanan Chander I/EquatiGuard Incharge.....

Record by

Tek Singh Block Forest Officer \ Forest Block, Khaknal

Formest Ramps Maggar

Divisional Forest Officer Fully Bristop Kimjon, Kullu

M/s, Jamdagani Hydro Power

Authorised Authorised Signatory M/s Jamdagni Hydro power.



### ABSTRACT

Name   V   IV   III
Name         V         IV         III           No         Vol         No         Vol         No         Vol           Abiespindrow           1         0.14         3         2.55           Piceasmithiana         1         0.06
Name         V         IV         I           Abiespindrow          1         0.14         3           Piceasmithiana         1         0.06          1         0.14         3
Name         V         IV         III           No         Vol         No         Vol         No         Vol           Abiespindrow          1         0.14         3         2.55
Name
Name V IV III
No Vol No Vol No Vol
No Voi No Voi No Voi
V IV
V

Caliper by

Tikkam Changer - Sh. Floorschand-fid. T/C-Khakrol-beat:

Record by

Tek Singh Brite Servett Selficer Forest Bibespokhakmal

Ronge forest was a ronger.

Forest Officer

Ms. berdagapittydro Power

Authorized Signatory user Agency Ws Jamdogruthydrispowerignatory



RITE Physical Kullaion, Kulla Divisional florest officer cer Enumeration list of trees coming in the alignment of M/s Jamdagni Hydro power small Hydel project Duhangan-III 1 MW in Jagatsukh beat, Khaknal Block, Naggar Forest Range, Kullu Forest Division. Name of Forest - 2/18 Jamari Dhar.(3<sup>rd</sup> not Proposed).

Tree	Spp.	Botanical Name	Dia	Class	Volume in m	Remarks
1.	Moharu	Que rous smicarpifolia	31-32	III	1.00	
2,	Moharu	Que rous smicarpifolia	37-36	III	1.00 .	Green Standing
3.	Khirk	Celtis australis	28-29		1.00	Green Standing
4.	Moharu	Que reus smicarpifolia	27-28	IV	0,30	Dry Standing
5.	Moharu	Que rous smicarpifolia	46-47	IV	0.30	Green Standing
6.	Moharu	Que rous smicarpifolia		IIA	1.80	Green Standing
7.	Moharu	Que reus smicarpifolia	44-45	IIA	1.80	Green Standing
8.	Moharu		37-38	III	1.00	Green Standing
9.	Moharu	Que reus smicarpifolia	28-29	IV	0.30	Green Standing
10.	Moharu	Que reus smicarpifolia	23-24	IV	0.30	Green Standing
11.	Rai	Que rous smicarpifolia	46-47	IIA	1.80	Green Standing
12.		Piceasmithiana	15-16	V	0.06	Green Standing
	Moharu	Que reus smicarpifolia	26-27	IV	0.30	Green Standing
13.	Rai	Piceasmithiana	25-26	IV	0.14	Green Standing
14.	Moharu	Que reus smicarpifolia	35-36	III	1.00	Green Standing
15.	Moharu	Que rcus smicarpifolia	44-45	IIA	1.80	Green Standing
16,	Moharu	Que rcus smicarpifolia	60-61	IA	4.60	Green Standing
17.	Rai	Piceasmithiana	25-26	IV	0.14	The state of the s
18.	Moharu	Que rous smicarpifolia	26-27	IV	0.30	Green Standing
19.	Rai	Piceasmithiana	25-26	IV	0.14	Green Standing
20.	Moharu	Que rous smicarpifolia	35-36	III	1.00	Green Standing
			Total	111	19.08	Green Standing

### Note :- Sapling

1	Rai	Piceasmithiana		
			13 nos	Green standing
2.	Kosh	Alnus nitida	10	or sen standing
	-		10 nos	Green standing

Caliper by

:- Sh. Rajender Kumar fgd.

I/C Jagatsukh beat.
RAJENDER SHARMA

Forest - Guard

Incharge Topular

Record by

Forest Block, Khaknal

Por Ranga Forest African, Forest Range Naggar.

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Authorised Signatory user Agency M/s Jamadghi Hydro power.



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19.08	20			Total	_																	
0.30	1		1	1	1	-	1	-	1	:	***	***	-		1	0.30	-	1				
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18.30	15	1	1	1	i	1	1	4.60	1	1	1	7.20		0.00	U	150	C			smicarpifolia	,	1
	8	YOU	8	HON	2	HON	780	40	1	***		1	-	3	n	5	ת			Que rous	Moharu	-
1				1		Val		2	F	V <sub>0</sub> I		Vol	3	Vol	Z	Vol	Z	Vol	Ş			
		3		71	1	IB.		A	-	80	H	IIA	Ħ	H	I	VI		-				70.
Total	-								-	6	Class									Summing institution	Opp.	

### Note :- Sapling

Green standing	10 nos	Alnus nitida	Kosh
Spin trans to			100
Green stor	13nos	Piceasmithiana	0

Sh. Rajender Kymar fgd.

I/C Jagatsukh beat.

Caliper by

TeleSingh DR.
Block Forest Officer
Forest Block, Khaknal

Record by

M/s. Jamdegani, Hudro Rower

Authorised Signatory user Agency
M/s Jamdaggtthatispowsignatory

Construction of Contraction

Range Forest officer Forest Range Naggor

Bivisional Borest of fiber, er forest Phyleign Kulluion, Kullu Enumeration list of trees coming in the alignment of M/s Jamdagni Hydro power small Hydel project Duhangan-III 1 MW in Khaknal Beat, Khaknal Block, Naggar Forest Range, Kullu Forest Division. Name of Forest - 1/9 Brunu Dhar C II B. (3<sup>rd</sup> not Proposed).

Tree	Spp.	Botanical Name	Dia	Class	Volume in m <sup>3</sup>	Remarks
1,	Tosh	Abiespindrow	35-38	III	0.85	Green Standing
2.	Tosh	Abiespindrow	34-35	III	0.85	Green Standing
3.	Rai	Piceasmithiana	15-16	V	0.06	Green Standing
4.	Tosh	Abiespindrow	35-38	IV	0.14	Green Standing
5.	Tosh	Abiespindrow	34-35	III	0.85	Green Standing
6.	Rai	Piceasmithiana	15-16	IV	0.14	Green Standing
			Total		2.89	Control of the Contro

Caliper by

- Sh. Tikani Chang

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Range Forest officer, Forest Range Nagger.

Record by

Tek Singligh DR.
Block Porest Officer \
Forest Block, Khaknal

Bivisional Forest officer er

Mrs. Jamdagani Hydro Power

Authorised Signatory Authorised Signatory user Agency, M/s Jamdagni Hydro power.



### ABSTRACT

Name   V   IV   III   IIA   IIB   IA   IB   IC   ID   II   II   IIA   IIB   IA   IB   IC   ID   IA   IB		6			Total																		
Name   V   IV   III   IIA   IIB   IA   IB   IC   ID	0.20	0	1	1	1	1	1	1	***	1	-	1	****	***	-	1	1.1.0	-	0.00				
Tosh Abiespindrow 1 0.14 3 2.55 1 0.14 3	-	4	1	-	1		1										014	•	200	-	Piceasmithiana	Po	2
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	7											1055	l										

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Range Rorest officerum

Farest Rang

Record by Tek Singhlik Singh DR.

Rlock Forest Block, Khaknal

Authorised Biogratory user Agency

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### CHECK LIST-16

### SITE INSPECTION REPORT NOT BELOW THE RANK OF DCF

(For the Forest land to be diverted under FCA)

A proposal has been received by this office fromM/S Jamdagni Hydro Power for diversion (under FCA-1980) of **0.5848 ha**, of forest land for non-forestry purpose. The subject envisages the use of forest land for Construction of Duhangan-III 1 MW Village Jagat such Tehsil Manali District Kullu. The site inspection of the land involved in the proposal has been done by me on dated **2<sup>nd</sup> March 2021**.

- On inspection of the site, it is found that the land required by the user agency is a forest measuring 0.5848 ha.
- The requirement of forest land as proposed by the user agency in Col. 2 of part-I is unavoidable and is barest minimum required for the proposed project.
- Whether any rare/ endangered/ unique species of flora and fauna found in the area. If so, the details thereof.

  YES / NO
- Whether any protected archaeological/ heritage site/ defense establishment or any other important monument is located in the area. If so, the details there of with NOC from competent authority, if required. YES / NO
- a. The user agency has not violated the provisions of Forest (Conservation) Act, 1980 and no work has been started without proper sanction.

  Yes

b. It has been found that the user agency has violated the Forest (Conservation) Act, 1980 provisions. A detailed report as per para 1.9 of Chapter 1, Part C of Hand book of Forest (Conservation) Act, 1980 is attached).

(Note: Whichever of the above is applicable should be shown in bold letters)

PO Jagat Sukh Teh, Manali Xstt, Kullu (HP).

Proposal is recommended for diversion of 0.5848ha of forestland for construction of Duhangan-III 1MW HEP Village & Post Office Jagat Sukh Tehsil Manali District Kullu H.P.

Place :.Kullu

Designation: Div Division Knihision, Kullu

### CHECK LIST -17

### Construction of Duhangan-III (1MW) Hydro Electric Project within the jurisdiction under Naggar Forest Range, Kullu Forest Division Kullu District Kullu, HP

Location Map of Non Forest/Degraded Forest Area identified for Compensatory Afforestation in lieu of proposal for diversion of 0.5848 ha of forest land for Construction of Duhangan-III (1MW) Hydro Electric Project within the jurisdiction under Naggar Range , Kullu Forest Division Kullu District Kullu , HP.

Village: Jagatsukh Tehsil Manali , District: Kullu , Forest Division , Kullu, Forest Range, Naggar , Block No./Compartment No. 52H/04 Area: 0.60Ha.

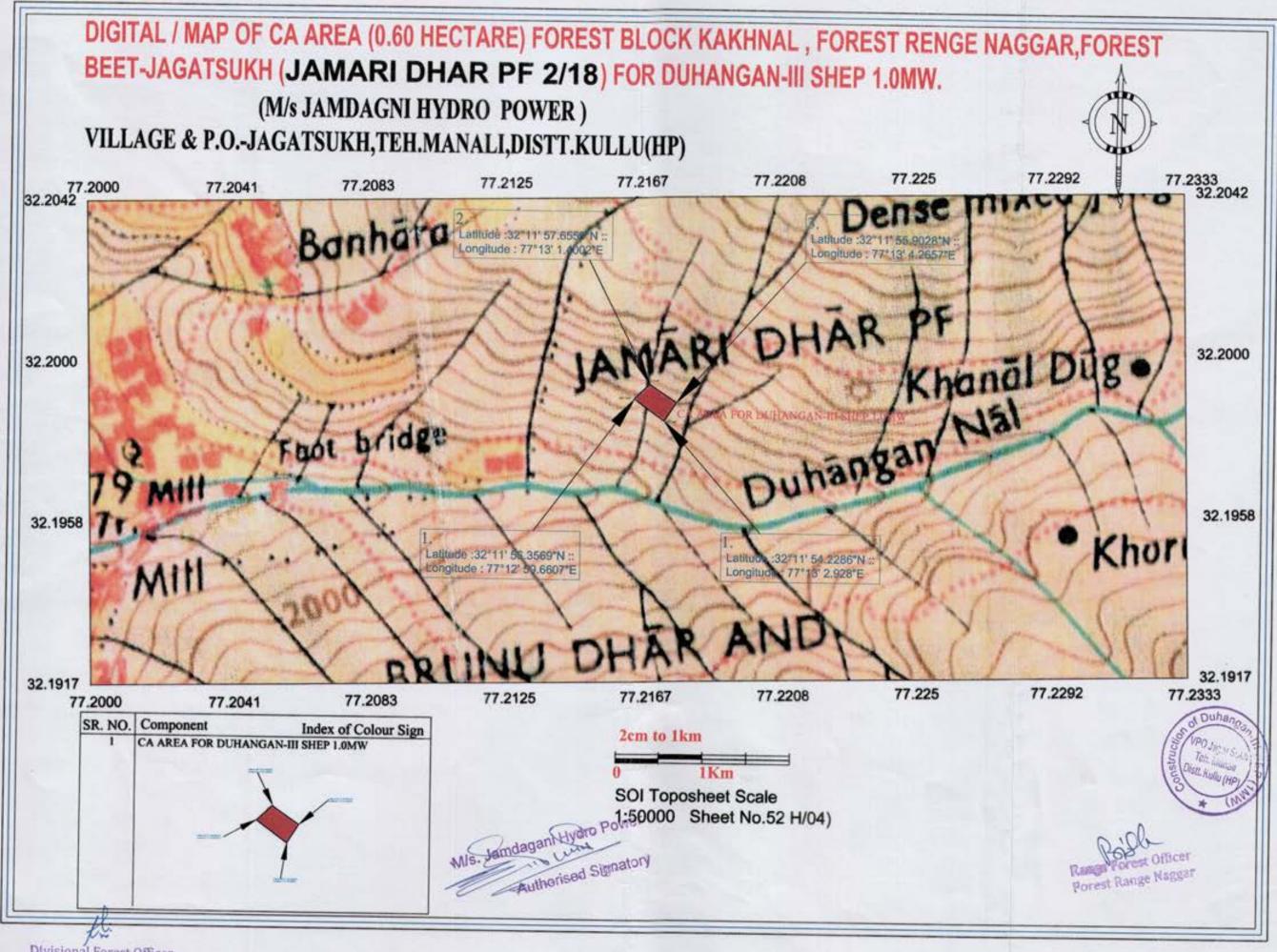
Map attached
Area to be taken for Compensatory Afforestation

Range Forest Officer, Naggar Forest Range

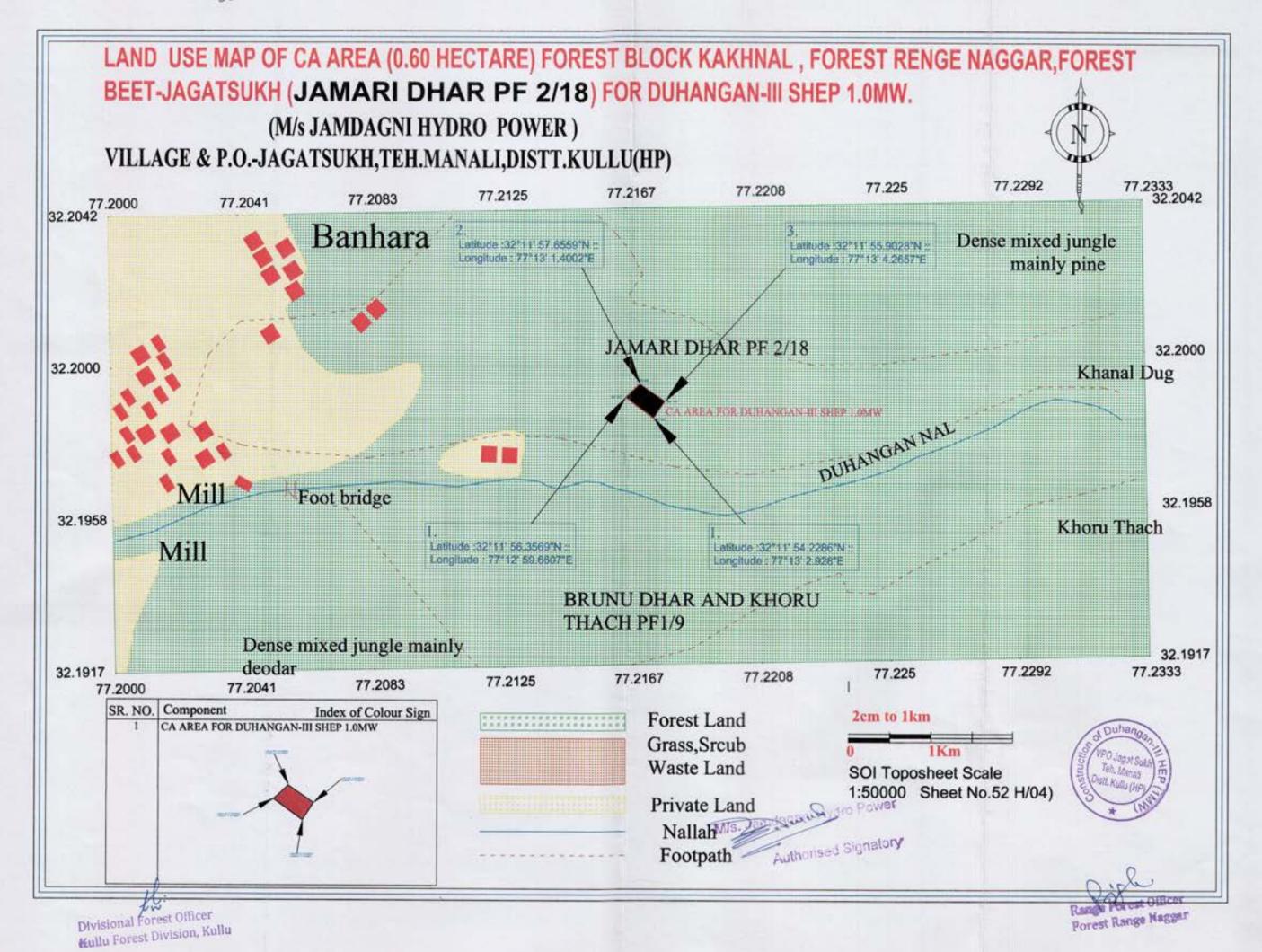
16-11-20

ON TO Seast South HER Dear Assets (HP)

Divisional Porest Officer Forest Division Kullu Kullu



Divisional Forest Officer Kullu Forest Division, Kullu



Full Title of the Project	Construction of Duhangan-III (1MW) Hydro Electric Project within the Jurisdiction under Naggar Range, Kullu Forest Division Kullu District Kullu, H.P.
File No.	FP/HP/HYD/49485/2020
Date of Proposal	06-09-2020

### CHECK LIST SERIAL NUMBER 18 "SCHEME FOR COMPENSATORY AFFORESTATION"

Detailed Scheme for Compensatory Afforestation to be carried out in diversion of forest land 0.58.48 hectare for the construction of Duhangan-III (1MW) Hydro Electric project within the jurisdiction under Naggar Rage, Kullu Forest Division Kullu District Kullu, H.P.

Details of degraded forest land/ non forest land: -

Village: Jagatsukh Tehsil: - Manali

District: - Kullu

Name of Forest Division: - Kullu

Range: - Naggar

Block/ Compartment/ Survey No.: - 50/H/4 Jamari dhar PF 2/18

Area to be afforested: - 0.60 Ha.

- Description of area: -
- Whether the site selected for compensatory afforestation is a land bank or not: Yes
- . If the CA site is other than the land bank, reasons be given: No
- In case of non forest area indentified in from A, then what is the distance of CA site from the adjoining forest boundary: -
- Soil type: Ioamy
- Topography: a) Hilly

### b) Medium

vi. Whether the area is bearing any root stock of vegetation: - Yes
 Plantation Model: - Departmental

Copy of the approved compensatory afforestation scheme/ model showing component wise physical and financial break up is enclosed.

3. Schedule of Plantation Programme: -



	Year	Total Amount
Α	New Plantation	85500
	Total (A)	85500
В	Maintenance	
	Ist Year Maintenance	7000
	2nd Year Maintenance	5300
	3rd Year Maintenance	4500
	4th Year Maintenance	3500
	5th Year Maintenance	3500
	6th Year Maintenance	2500
	7th Year Maintenance	2500
	8th Year Maintenance	2500
	9th Year Maintenance	2500
	10th Year Maintenance	2500
	TOTAL (B)=	36300
	Total (A+B) =	121800
	Plants to be planted (18 X10)	180
	Rate of 1 plant	1218/-
	Cost of 180 plants	219240
С	Add Departmental charges @ 17.5% on total cost.	38367
	Total Cost =	257607
D	Add contingencies @ 5% of total cost.	12880
	G. Total (A+B+C+D) =	270487

### Technical details:-

Technical details of compensatory afforestation scheme are as follows:-

a) General Details: - The land bank indentified in Maharaja-III is bank patches where coniferous species will be planted at the pit 30x30X30 cm size respectively. The area will be protected by barbed wire fencing.

### b) Spacing :-

ConiferousDeo3X3 mtr

- (c) Species :- Coniferous
- (d) Plantation Method:- Contour Planting.



- (e) Soil Moisture Conservation Works:- M.R.I, included in the C.A
- (f) Protection ( Fencing , Watchman, People's Participation etc.)
- (g) Proposed Monitoring Mechanism: Department.
- (h) Any other information :- Ni

Range Forest Officer Forest Range Naggar Range Forest Officer, Naggar Forest Range

Divisional Forest Officer Divisional Forest Officer Kullu Kullu Forest Division, Kullu

On Duhangan Sula Harangan Sula

Chief Conservator Forests (\*) Kullu Forest Circle, Kullu

	(CA Scheme for raising of 100 tall pl	iants with	KCC FE	nce Posts)	
A	Fencing & Planting		-		
			Total and	1.,,,,,	Amount
Sr. No.	Description of work	Quantity	Unit	Rate	(N/T) (in ha)
1	Survey and demarcation of plantation area	1	На	101	101
2	Bush Cutting in strips	1	Ha	1192.8	1192.8
3	Collection of debris and burning	1	На	681.8	681.8
4	Preparation of inspection path 60 cm wide	250	m	11	2750
5 .	Digging of pits 60cmx60cmx60cm	100	No	1745%	1745
6	Filling of pits 60cmx60cmx60cm	100	No	254%	254
7	Carriage of Tall plants from nursery to nearest road head near plantation site in motor transport (average distance 10 km)	100	LS		1500
8	Carriage of Tall plants in poly bags from road side to plantation site over a distance of 2 kms uphill/downhill manually	100	Nos	1476%	1476
9	Planting of tall plants i/c ramming	100	No	654.30%	654.3
10	Cost of RCC fence posts	60	No	450	27000
11	Carriage of RCC Fence post	60	No	L/S	5000
12	Fixing of RCC posts i/c strutting	60	No	696.35%	417.81
13	Stretching and fixing of barbed wire with U- staple in four strands	585	Rmt	4.8	2808
14	Interlacing of thorny bushes with barbed wire	195	Rmt	4	780
15	Cost of barbed wire	0.084	MT	65100	5468.4
16	Cost of U-Staple	0.001	MT	64000	64
17	Carriage of B/wire from depot to nearest road head			L/s	500
18	Carriage of B/wire manually from roadside to site			98.2/km/Q	176.76
19	Mulching of plants	100	No	84.80%	84.8
20	Irrigation as per need/photography/Geo-	200		0 110070	0.110
	tagging etc		L/s		1300
21	Cost of Tall Plant	100	Nos	6376.00%	6376
22	Plantation display board/Sign board i/c fixing	ingan.	L/s		2000

	Total (1 to 22) =				62330.6
20	Add 83.33% increase (Due to increase of wage rates from Rs. 150/- to Rs. 275/- per day) except item nos. 10,15,16,22				23163
	Total (1 to 22) =				85493.6
	G Total (A-Fencing & Planting/100 tall plants)=			Or say	85500
В	Maintenance				
	1ST YEAR MAINTENANCE - (20%	beating up	of failures	e)	
1	Re-Digging of Pits 60*60*60 cm	20	Nos	1745%	349
2	Filling of Pits 60*60*60 cms	20	Nos	254%	51
3	Carriage of Tall plants from nursery to nearest road head near plantation site in motor transport (average distance 10 km)	20	LS	23478	500
4	Carriage of Tall plants in poly bags from road side to plantation site over a distance of 2 kms uphill/downhill manually	20	Nos	1476%	590
5	Planting of Tall plants in pits i/c remming	20	Nos	654.30%	131
6	Cost of Tall plants raised in Departmental Nurseries	20	Nos	6376%	1275
7	Repair of Fencing	25	Rmt	240%	600
	Total 1st Year Maintenance			2.10/0	3496
	Add 83.33% increase (Due to increase of wage rates /year) except item no- 3				2913
	G Total (1st Year-Maint.) =				6409
	Expected increase in wage rates @10%				641
	Total				7050
	Orsay				7000
	2 <sup>nd</sup> YEAR MAINTENANCE - (15% be	ating up of	failures)		
1	Re-Digging of Pits 60*60*60 cm	15	Nos	1745%	261.75
2	Filling of Pits 60*60*60 cms	15	Nos	254%	38
3	Carriage of Tall plants from nursery to nearest road head near plantation site in motor transport (average distance 10 km)	15	LS		250



4	Carriage of Tall plants in poly bags from road side to plantation site over a distance -	15	Nos	1476%	221.4
	of 2 kms uphill/downhill manually			3	= 170
5	Planting of Tall plants in pits i/c remming	15	Nos	654.30%	98.2
6	Control Tall along the Land				
0	Cost of Tall plants raised in Departmental Nurseries	15	Nos	6376%	956
7	Repair of Fencing etc	25	Rmt	240%	600
					2425.3
	Add 83.33% increase (Due to increase of wage rates /year) except item no- 3				2021
	Total				4446.3
	Expected increase in wage rates @20%				889.3
	Total				5335.6
	Orsay				5300
	3 <sup>rd</sup> YEAR MAINTENANCE - (10% be	eating up	of failures	)	
1	Re-Digging of Pits 60*60*60 cm	10	Nos	1745%	174.5
2	Filling of Pits 60*60*60 cms	10	Nos	254%	25.4
3	Carriage of Tall plants from nursery to nearest road head near plantation site in motor transport (average distance 10 km)	10	LS		250
4	Carriage of Tall plants in poly bags from road side to plantation site over a distance of 2 kms uphill/downhill manually	10	Nos	1476%	147.6
5	Planting of Tall plants in pits i/c remming	10	Nos	654.30%	65.4
6	Cost of Tall plants raised in Departmental Nurseries	10	Nos	6376%	637.6
7	Repair of Fencing etc	25	Rmt	240%	600
	Total 2nd Year Maintenance				1900.5
	Add 83.33% increase (Due to increase of wage rates /year) except item no- 3	-			1583.3
	G Total (2nd Year-Maint.) =				3483.8
	Expected increase in wage rates @30%				1045.2
	Total				4528.9
	Orsay				4500
-	4th YEAR MAINTENANCE			16	3500
	5th YEAR MAINTENANCE			L/5	3500
	The state of the s		100	L/s	3500

	7th YEAR MAINTENANCE		L/s	2500
	8th YEAR MAINTENANCE	8 11	1/5	2500
	9th YEAR MAINTENANCE		L/s	2500
	10th YEAR MAINTENANCE		L/s	2500
	Grand Total			121,800
	ABSTRACT			
Detail o	f year wise break up of requirement of funds is	as under:-		
	Year	Total Amount		
Α	New Plantation	85500		
	Total (A)	85500		
В	Maintenance			
	Ist Year Maintenance	7000		
	2nd Year Maintenance	5300		
	3rd Year Maintenance	4500		
	4th Year Maintenance	3500		
	5th Year Maintenance	3500		
	6th Year Maintenance	2500		
	7th Year Maintenance	2500		
	8th Year Maintenance	2500		
	9th Year Maintenance	2500		
	10th Year Maintenance	2500		
	TOTAL (B)=	36300		
	Total (A+B) =	121800		
	Plants to be planted (18 X10)	180	1129	
	Rate of 1 plant	1218/-		
	Cost of 180 plants	219240		
c	Add Departmental charges @ 17.5% on total cost.	38367		
	Total Cost =	257607		
D	Add contingencies @ 5% of total cost.	12880		
	G. Total (A+B+C+D) =	270487	70.6	

Range Forest Officer, Range Egrest Officer, Naggar Forest Range

Divisional Porest Officer, Kullu Forest Division, Kulla



Certificate from Divisional Forest Officer (DFO) that non-forest land selected for compensatory afforestation is in a compact block and contiguous to forest area or in else proximity of forest area and suitable from the management and protection point of view.

This is to Certify that the 0.60. hec. Area for raising of compensatory plantation in DPF Kullu in Lieu of diversion of forest land for Construction of **Duhangan-III 1 MW** Situated at village Jagat Sukh in Tehsil Manali District Kullu (HP). The compensatory afforestation will be done in Jamari Dhar PF 2/18 Which is located near our project area.

Date.....

c/s by

Divisional Forest Officer Rullu Forest Division, Kullu Forest Division Kullu

Range Forest Officer Porest Range Naggar Forest Range Naggar



Full Title of the Project	Construction of Duhangan-III (1MW) Hydro Electric Project within the jurisdiction under Naggar Range, Kullu Forest Division Kullu District Kullu, H.P.
PH - N1-	FP/HP/HYD/49485/2020
File No. Date of Proposal	06-09-2020

### CHICK LIST SERIAL NUMBER: 20

### "LAND SUITABILITY CERTIFICATE BY DFO (T)"

This is to certify that 0.60 ha. land bearing Survey No./ Compartment No. 52/H/4 Jamari dhar PF 2/18 of village Jagatsukh, Tehsil Manali District Kullu H.P. identified for Compensatory Afforestation is suitable for plantation from management point of view and is free and all sorts of encumbrances and encroachments. The density of vegetation of proposed CA area is 0% which of open forest.

Place Kullu Dated 13-9-21

Range Engli Officer,

Designal Forest Officer
Kulle Forest Division, Kullu
Kullu Forest Division, Kullu
Office Seal

Certificate of Non-Availability of land for Compensatory Afforestation Checklist No 21 in the District Kullu.

No: ....913 /DRA

Dated: 20/7/2020

I, Dr. Richa Verma, Collector of District Kullu do hereby certify that:

- (i) Relevant records pertaining to non-forest land, revenue lands, zudpi jungle, chhote jhar ka jungle, bade jhar ka jungle, jhari-land, civil-soyam lands and all other such categories of forest lands (except the forest land under management and administrative control of the Forest Department) on which the provisions of Forest (Conservation) Act, 1980 are applicable, available in each Sub-Division of this District have been examined; and
- (ii) I have also conducted such further enquiry as is required to satisfy myself for issue of this certificate.

On the basis of examination of all relevant records and such further enquiry, as was required for issue of this certificate, I do hereby certify that non-forest land, revenue lands, zudpi jungle, chhote jhar ka jungle, bade jhar ka jungle, jungle jhari-land, civil-soyam lands and all other such categories of forest lands (except the forest land under management and administrative control of the Forest Department) on which the provisions of Forest (Conservation) Act, 1980 are applicable, which as per the extant guidelines of the Central Government may be utilized for creation of compensatory afforestation in lieu of forest land diverted for non-forest purpose, is not available in the entire Kullu District. This Certificate is being issued in favour of M/s Jamdagni Hydro Power, VPO Jagatsukh, Tchsil Manali, District Kullu (HP), for the construction of Dhuangan-III (1MW) Hydel Project in Jagatsukh under jurisdiction of Divisional Forest Officer, Kullu, District Kullu (HP) for which 0-58-48 hectare Forest land is acquired in Tehsil Manali District Kullu (HP).

Issued under my hand and sca! on this ... 20th ... day of June, 2020.

(Dr. Richa Verma, IAS) District Collector

Kullu A



18-(00)

### BILL OF RECLAMATION PLAN

In lieu of diversion of forest land i.e. 0.5848 ha. In favour of M/s Jamdagni Hydro Power Project for the construction of Duhangan III ( 1MW) small Hydro Electric Power Project within the juridiction under Forest Range Naggar, Kullu Forest Division Kullu

S.No	ridiction under Forest Range Naggar, Kullu Forest Divi Particulars of work	Quantity	Amount at the wage rate of Rs. 210/- for Non – Tribal areas
A	SURVEY, DEMARCATION & FENCING:-		
1	Survey & demarcation of plantation area	1	141.40
2	Preparation / purchase of RCC fence posts	50	12500.00
3	Carriage of RCC fence posts upto 165 cm long over distance 2 km uphill/downhill	50	4690.00
4	Preparation/digging of holes of 20x30x50 cm size	50	634.20
5	Fixing of RCC fence posts including strutting	50	501.20
6	Carriage of barbed wire over distance 2 km uphill/downhill	0.75	154.67
7	Stretching & fixing of barbed wire in 4 strands	600	4032.00
8	Interlacing of Thorny Bushes along the fence	150	858.90
9	Cost of Barbed Wire	0.75	4882.50
	Total - A/ Survey, Demarcation & Fencing:		28394.87
	Or Say		28400.00
В	PLANTING :-		I make 106 cm
1	Bush Cutting in Strips (3mx3m)	1	111669.92
2	Digging of pits of 45x45x45 cm size	1100	14691.6
3	Filling of pits of 45x45x45 cm size	1100	4188.8
4	Carriage of plants in P/ Bags over distance 2 km uphill/ downhill	1100	5852.00
5	Planting of plant Raised in P/ Bags	1100	3357.2
6	Construction of Inspection Path	100	1540.00
7	Cost of sign Board , Carriage & Fixing	0	450.00
-	Total - B/ planting:		31749.52
	Or Say		31750
	Grand Total ( A+B)		60150.00
	Cost of plants/nursery	1100	24200
	Grand Tota		84350



### · Schedule for Plantation Programme.

Detail of year wise break up of requirement of funds is as under:-

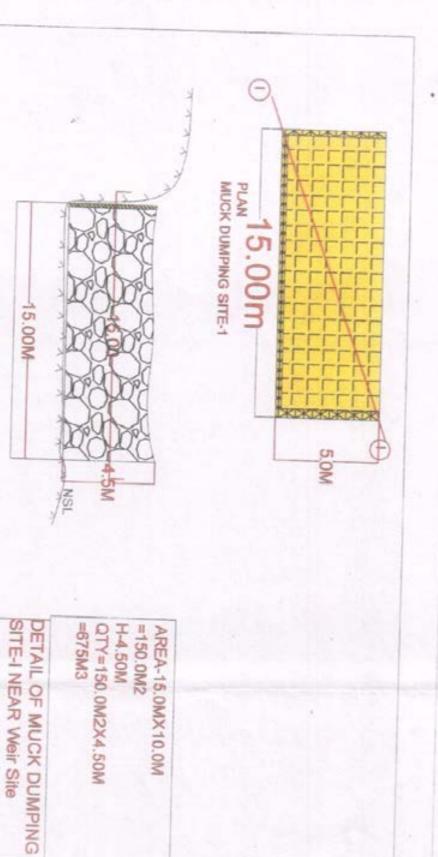
S,No	Year	Rate	
	New Plantation	84350	
1	1st year Maintenance	13610	
2	2 <sup>nd</sup> year Maintenance	9140	
3	3 <sup>rd</sup> year Maintenance	4670	
4	4 <sup>th</sup> year Maintenance	4670	
5 ~	5 <sup>th</sup> year Maintenance	4670	
6	6 <sup>th</sup> year Maintenance	4670	
7	7 <sup>th</sup> year Maintenance	4670	
8	8 <sup>th</sup> year Maintenance	4670	
9	9 <sup>th</sup> year Maintenance	4670	
10	10 <sup>th</sup> year Maintenance	4670	
	Grand Total	144460	
	20 % increase	28892	
	Total	173352	
	Area to be taken for compensatory Afforestation		
	Cost of CA (7.50 X 158906)		
	Add 17.50% Departmental charged		
	Add 5% contingency charges		
	Grand Total		

Forest Range Officer Forest Range Officer Forest Range Naggar

Division Perese Officer, Forest Division, Willia. Kulla

th:



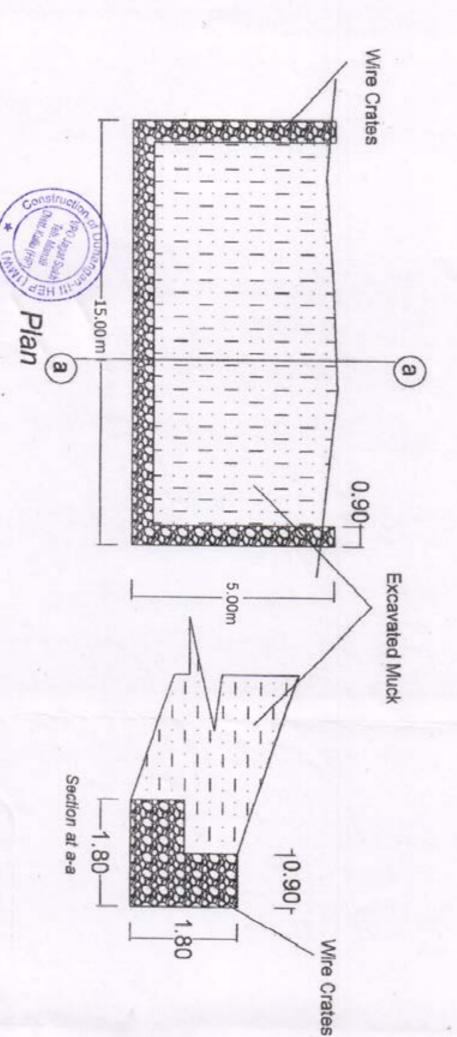




Wis Jamdagani Hydro Power

Authorized Signatory

DUHANGAN III SHEP 1.00MW



Mis. Jamelegani Hydro Power

Authorised Signatory

Muck Dumping site -I

SECTION PLAN

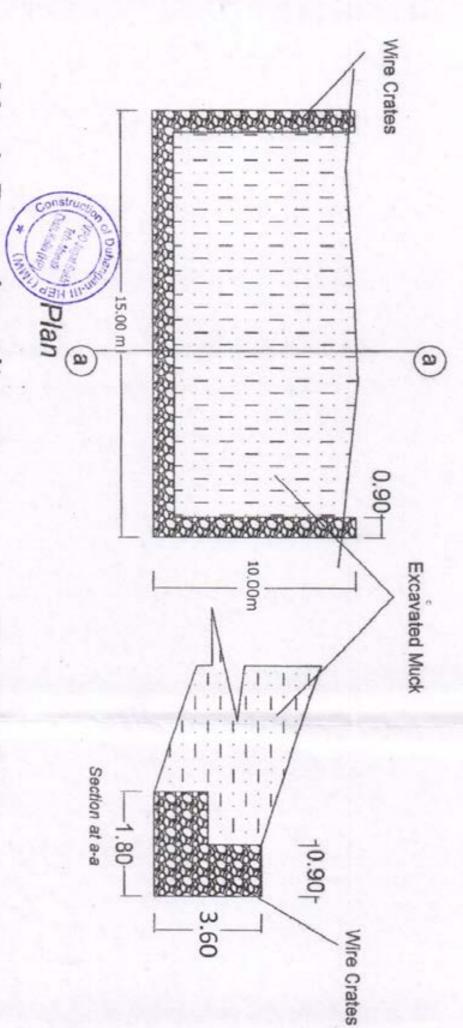
MUCK DUMPING SITE-II SECTION II-II 15.0m 18L DUHANGAN III SHEP 1.00MW SITE-II NEAR D-TANK DETAIL OF MUCK DUMPING =675M3 QTY=150.0M2X4.50M H-4.50M =150.0M2 AREA-15.0MX10.0M

M/s. Jamdagani Hydro Power

Authorised Signatory

MUCK DUMPING PLAN

# DUHANGAN III (1.00MW) HYDRO ELECTRIC PROJECT

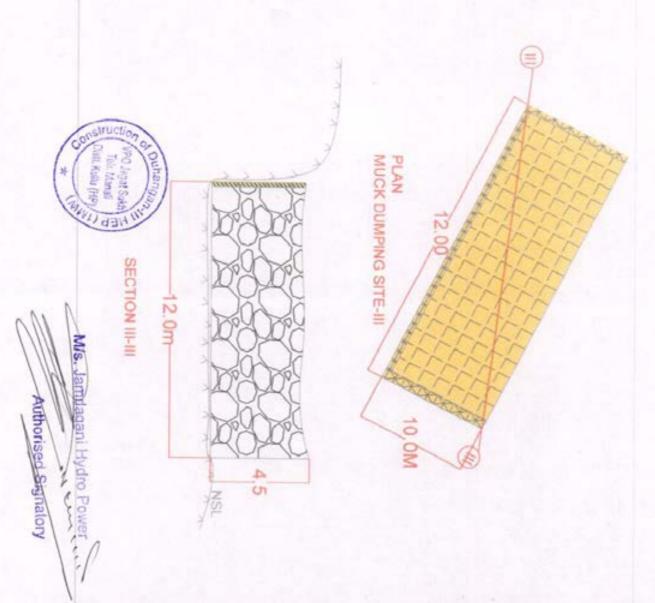


Muck Dumping site - II

Mis. Jaindagani Hydro Parer

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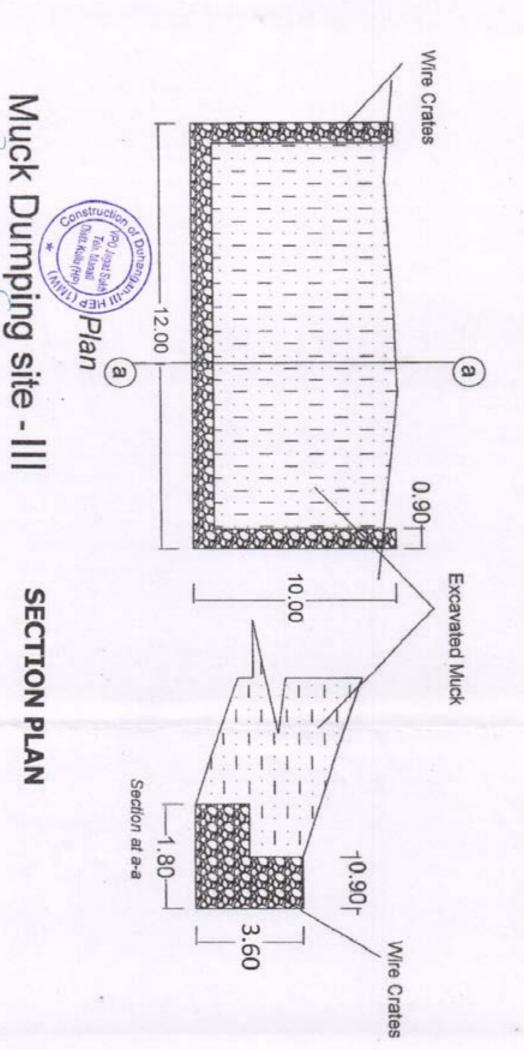
SECTION PLAN



AREA-12.0MX10.0M =120M2 H-4.50M QTY=120.0M2X4.50M =540M3

DETAIL OF MUCK DUMPING SITE-III NEAR FOREBAY SITE DUHANGAN III SHEP 1.00MW

### DUHANGAN III ( 1M/W) Hydro Electric Project MUCK DUMPING PLAN

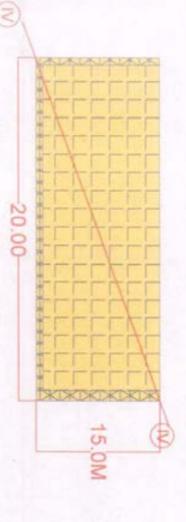


M/s. Jamdagani Hydro Power

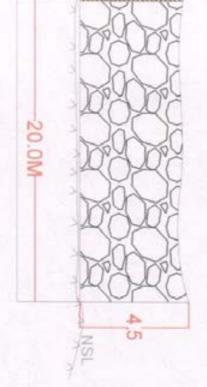
M/s. Jamdagani Hydro Power

Authorised Signatory

**Authorised Signatory** 



MUCK DUMPING SITE-IV



SECTION IV-IV



M/s. Jarpdagani Hydro Power

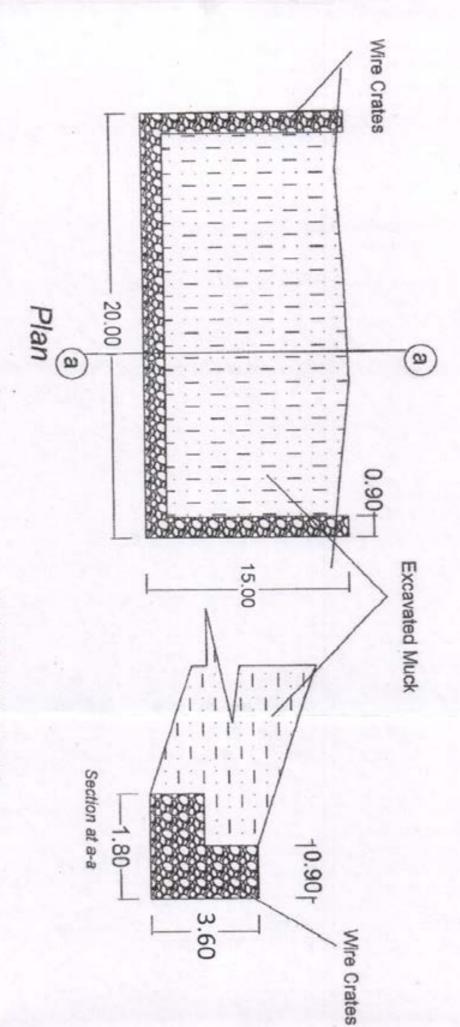
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=300M2 H-4.50M AREA-20.0MX15.0M

=1350M3 QTY=300.0M2X4.5M

DUHANGAN-III SHEP 1.00MW POWERHOUSE SITE SITE-IV NEAR DETAIL OF MUCK DUMPING

### DUHANGAN III (1M/W) Hydro Electric Project MUCK DUMPING PLAN



Muck Dumping site - IV

SECTION PLAN

Authorised Signatory

4 4

		13	r	ı.	п	11				7		*	-	2		1	**	
	Road To Personhouse		Proposal Land spec Front House Silv	Descriptoraction Point	Tall Ross	Session	Base Ta Visis	Present Material	Pareck	Freder	Presser Pipe	Desiling Tank	Spilling	SA Finding Park		Faste Figs	Name Of Companent Fram Where Meck In To Be Produced  Douglass Wat	
1	3254		2	30.0X.100	10 to X 2.00	1500 X 1500	130,000,003,000	36.00 X 15.00	226.00 X 100	12.00 X 12.00	123.00 X 2.00	3679 X 0079K	2004	2002		30.X.10	Land In squs 15.00 X 15	
-	COURTE		742,01 X 3 MO 231	0.6.8.800.01	Athen	11/2 (0.2)	E13X 90 SET	HIXWELL	234.00 X 1.0	12.06 X 6.00	100 X 400	30.00 X 3.00	1.X (80.0)	40.00 X 0.8		12.00.X 1.00	Actual Stat Of Component In squa	
	1550	00	8	8	Ж	700	20	280	339	E	200	300	10	10	1	0.00 5	Total Gry. Of Mark In To Be Produced IN tues	
396	9	55.07	4	9	47%	9	3%	191	5	552	10%	350	19%	40%		20%	Pactor Of Inspirate In Valuation After Extraordine	
80.39	1821.5	-	1	10	-	100	ittis	482.5	201.05	388	1014	00	17.1	17.4		19.70	train (95). On Model To Be Dumped On The Basis Of The Increased Qty in case	
rixi	1000	0.00	ма	au.	1000	10000	III I	128.36	20,73	10.00	MARK	132,0	400	100		15.07	Qy OF Mack To Be (1980sed fin ears)	
stris	38,108	100	8.00	94.0	1	1111	20.70	04.0	4174	100,12	17.70	01.10	10.01	100		10.2	Treat Qty Of Sheek Rewadoling After Utilisation Utilisation	
				Mad Dusplay Six - IV war	1	_		T	Turby Tark	Mod Down	T		Str-II nov Depring Tank	Med Despire			Rase Of Dusping Place Place Main Dusping Main I star Wate sine	
				30.00 X 30.00				1		200 X 00 D			11.00 X 10.00				Sur Of Medic Presiding In the Medic No. 11,000 X 500	
				36		171				136			130				Area Of Describing Prace to som	
				£				-		- 1-1			t				Dunquest  Dunquest  13	
-1072.2	30.00	-		T	9.181	187	1067.2	NC!	49.6	IIII	2	I	T	0.110		9,0	Capacity O Meck To 8 Guesped	
23 -128.79	00 -000		4 10	T	700	9.000	7	7	1	T	H III	1	1	-	41.00	1	Remaining Capacity In Capacity In St. 1	
1	-		5	-	Family 1876; Shall Di-		_	25 Out O'Third Made	Z.L	E.L				-1		ساعط	3 +30 o. 8	



M/s. Jamdagani Hydro Power
Authorised Signatory

### M/S JAMDAGNI HYDRO POWER

Village & P.O. Jagatsukh Tehsil Manali District Kullu 175143 9816107726,9816025925

Any other information/documents necessary for giving clarifications on the project, may be specified and attached

M/s. Jamdagani Hydro Prever

Authorised Signatory

### Checklist-31

### DETAIL REGARDING ROAD

# Approach road to Power House& Weir of Duhangan III 1 M/w SHEP

X	IX	MA	VIII	VI.	V.	IV.	E.	F	-
Length of road already existing/connected out of the total length involved in the proposal	Area of non-forest Land involved in road	Length of road passing through non forest land	Area of forest Land involved in road	Koad to Weir	Koad to Power House	Length of road in Forest Land	Lotal area involved in road	width of road(average)	Total Length of the road
Link road from existing road of Himachal Pradesh Public Works Department road to AD Hydro project Road diversion of RD 2020	Niii	Niii	1820.00 square meter	130.00 Meter	325.00 Meter	455.00 Meter	1820.00 square meter	4.Meter	455.00 Meters

Dated: 18-3-3031...

Place: District Kullu

o Ouhangan

VPO Jagat Sush Toh, Manali

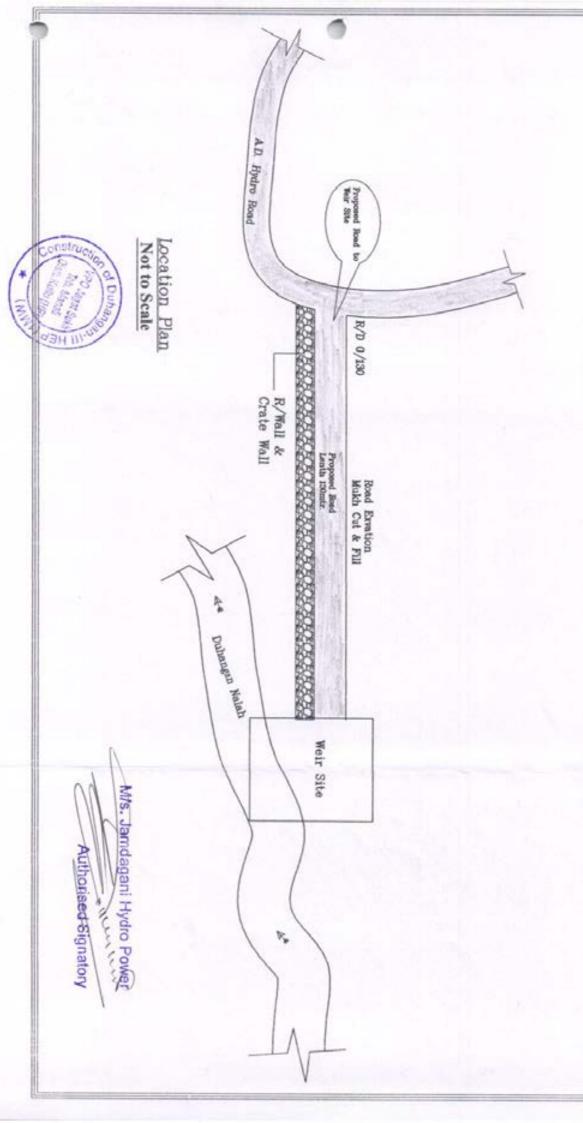
Authorized Signatory Authorised Signatory

Mls. Jamdagani Hydro Power

Municipal

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Road Location Plan for the Small Hydro Power Project Duhangan-III (m 1MW Kullu Manali ) Distt. Kullu (H.P.)



### Checklist 31A

## DETAILS REGARDING INTERCONNECTED POINT

Board Ltd Substation Prini interconnect point Jagatsukh Feeder at Bhnara in Tehsil Manali District Kullu, Himachal Pradesh. 11/33 KV Transmission line from Power House of Duhangan III 1 M/w SHEP to interconnect point HPSEB

×	IX	VIII	VII	VI.	V.	IV.	III.	H.	I.
Number of Two Pole/Tower Structure to be erected(In non-forest area)	Number of Two Pole/Tower Structure to be erected(In forest area)	Area Involved(Non forest Land)	Length passing through the non forest land	Area Involved(Total)	Width of corridor/Rt. Of way	Total Length of Transmission Line	Underground Transmission Line (ABC)	Road to Underground Transmission Line	Voltage of transmission Line(KV)
Nill	Nill(Underground)	Nill	Nill	0.1068Sqm	1 Meter	1393 Meter	1068 Meter	325 Meter	11x33 KV.

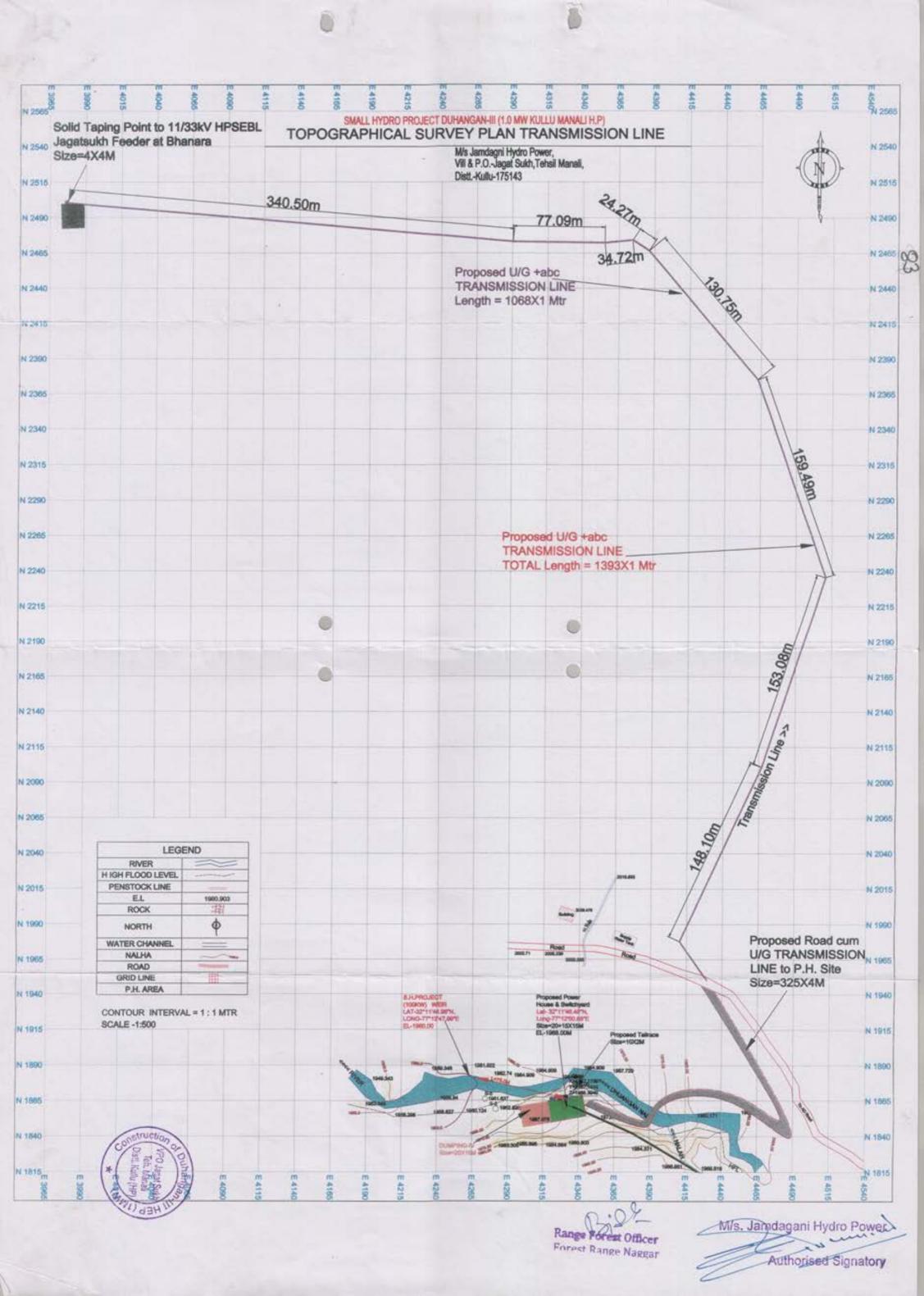
Dated: |84-2021 Place..../Lully...

> Range Porest Officer **Forest Range Naggar**

Authorized Signatory

Amadagani Hydro Power





# M/S Jamdagni Hydro Power Project

Village & P.O. jagatsukh Tehsil Manali District Kullu H.P..

### COMPONENT DETAIL

# COMPONENT WISE BREAK UP OF THE TOTAL LAND REQIRED FOR THE CONSTRUCTION OF SHEP DUHANGAN III 1 M/W HYDRO POWER PROJECT

	4	10	-	5	Ξ	10.	9.	00	7	6	Ch	4	Cai	12	-		N S
CHOCK BACKETS THE STREET	Road to Power House	Underground transmission line	Board to Power House	Road to Weir	Tail race	Switch Yard	Power House	Penstock	Fore Way	Convice still power Pipe Channel	Spill Bay	Slit Flushing Channel	Desilting Tank	Feeder Channel	Weir + Intake		Name of the Component
try	1 Con		17	1	15	13	12	11	9	7	10	+	6	3	2		Tukra / Khsra No
H S	THE STATE OF	1	281x4	130x4	10x2	15x15	20x15	226x2	12x12	123x3	50x1	40x1	30x6	73x3	20x15		Size of Component LXB
	Chnala		Bhnara	Bhnara	Chnala	Chnala	Chnala	Chnala	Chnala	Chnala	Chnala	Chnala	Chnala	Chnala	Bhnara		Location of Land Muhal
	176		1124	520	20	225	300	452	1	369	50	40	180	219	300	Area in SQM	Area of Forest/ HP Govt Land
																in Hectares	Area of Pyt Land
	97.10.0	20170	0.1124	0.0520	0.0020	0.0225	0.0300	0.0452	0.01.44	0.0369	0.0050	0,000,0	0.0100	0.0100	0.0300		Total Land In Hectares
	Diminutary to consist a	Bernadhar 1/9 C2B DPF	Jamari Dhar 2/18 CIDPF	Jamari Dhar 2/18 CLDFF	Brumudhar 1/9 CLB DEE	Brunudhar 1/9 C2B DPF	Brunudhar 1/9 C2B DPF	Brunudhar 1/9 CZB DPF	The second secon	Brandhar 19 C2B DPF	brunudnar 1/7 Cab Der		Brundhar 1/9 C2B DPF		Broundhar 18 C2B DPF	The Park Cippe	Classification Of Forest land

	TOTAL 0.5848 Hectare	TOTAL 0					
	0.5848	5848		Total Land			
	0.000.0	300	Chnala	20x15	14	Power House Dumping No 4	20
Brunudhar 1/9 C2B DPF	0.0100				0	Fore way Dumping Site ivo 3	19
Brunudhar 1/9 C2B DPF	0.0120	120	Chnala	12410	0	Dumping Site No -2	
200	acran	150	Chnala	15x10	· A	D-Tank + Muck	8
Brunudhar 1/9 C2B DPF	0.0120	73	Bhnara	1515	20	Weir Muck Dumping Site No -1	17
Jamari Dhar 2/18 CIDPF	0.0075	3	Dinara	4x4	19	Interconnect Point Substation Solid Tap Point	16
Jamari Dhar 2/18 CLDPF	0.0016	16	Blanca				
Called Library and Control	0.1068	358	Bhnara	1068x1	18	Transmission Line	15

Mis. Jamdagani Hydio Power

Authorized Signatory
Authorized Signatory



### LETTER OF AUTHORITY

I, Hari Chand Sharma Aged 52 yrs. S/O Sh. Inder Singh , Resident of Village & P.O.Jagatsukh , Tehsil Manali district Kullu - 175143, Owner of M/S Jamdagni Hydro Power hear by appoint Mr. Manoj Kumar , Aged 52yrs., Vill & PO Khakhnal , Tehsil Manali District, Kullu (H.P) as authorized representative from 1<sup>st</sup> August 1, 2020 . to appear before the government offices, for the execution of Duhangan IIII 1 M/w Hydro Power in Kullu district. He is authorized to present the required documents to the various concerned departments and sign on behalf of the M/S Tamdagni Hydro Power .

### JOINT INSPECTION REPORT

JOINT INSPECTION REPORT THE LAND PROPOSED TO BE DIVERTED IN FAVOR OF M/S JAMDAGNI HYDRO POWER FOR THE CONSTRUCTION OF DHUANGAN III 1MW SMALL HYDEL PROJECT ON MAIN STREAM OF DHUANGAN NALA IN JAGATHSUKH TEHSIL MANALI DISTRICT KULLU OF HIMACHAL PRADESH.

### DATE OF INSPECTION: ON DATED 31ST DAY OF OCTOBER -2018

The joint inspection of the site for the diversion of 0.5848. Hectare of forest land for the construction of Dhuangan III (1MW) SHEP was carried out in the presence of the staff and representative of Revenue Department, The forest Department, Irrigation department & public work department, M/S Jamdagni Hydro Power 31st October 2018 at the project site located in Village & Gram Panchayat Jagathsukh Kothi & Phati Jagathsukh Muhal Chnala & Bhnara Forest Range Nagger Forest Division Kullu Tehsil Manali District Kullu Himachal Pradesh.

### Alternative I- Proposed Land

Sr. No.	Particulars of Land	Tukra No.	Muhal	Forest Area in Hec.	Private Land	Total Land	Remarks
1	Forest	Tukra No. 1-12/13/15/16/20	Bhnara	0.30-92	Nill		Jamari Dhar C/1 DPF
2	Forest Land	TukraNo. 2,3,4,5,6,7,8,9,10,11,14,17,	Chnala	0.27-56	Nill		1/9 Brunu Dhar C-II-B.DPF
	Land	18,19 Total Forest Land				0.58-48	

This is left bank alternative in Duhangan Nala. The alternative involves construction of diversion structure at EI±2032 on Duhangan Nala. The water conductor shall consist of conveyance channel, surface desilting tank, Still power pipe Conveyance Channel, and surface penstock and a surface power house, perposed road weir road to power house located at an EI 1967 m on the left side of the Duhangan Nala. The gross head available for power generation shall be around ± 65m. In this alternative head is slightly more then other alternative due to lesser length of water conductor system leading to higher annual generation for energy. Lesser land is required in this alternative and there is no IPH Scheme, Natural source and old Ghrats are going to disturb Environmentally and financially this scheme is better than other alternative.

### Alternative II: Not Propossed

This alternative is on the right and left bank of the Dhughan Nala. In this alternative all the land required is 0.95-52 hectare which is extra than the 1<sup>st</sup> alternative. Moreover the land near proposed fore bay and power house is slided portion where the construction of these components would be very difficult. And the penstock is also crossing from left and right. In this alternative is not better then the 1st alternative all.

Further the Joint Committee on the basis of the said inspection carried out on 31st October 2018 it is the certified That Forest Land purposed to be diverted is inescapable via divas to alternate and due to this reason land is the barest required the purposed the purposed land Tukra No. 1 to 20 measuring 0.58-48 Hec. Grand total Land required 0.59-00Hec. Contains trees, list of which is being enclosed separately in the proposal folder. Therefore, alternative I involves less forest area and lesser number of tree has been chosen for the layout of the project. This alternative is environmentally better than other alternatives.

The perposed land is not affected any burial ground, public utility of water body etc. Therefore, the above land is recommended for diversion purposed of setting up of the Construction **Duhangan III (1MW) SHEP Project** is bare minimum and cannot be avoided or reduced.

ग्रामीण राजस्य अविकारी पटवार वृत, जगतराख

तह० ननारिते विश्विते हुईन्तू (हि०प्र०)

Fedo Kanungo Circle Manali TehKANUNGO Distt, Kuliu (H.P.)

TEHSTENDAR

तहसीलदार

FOREST RANGE OFFICER NAGGAR M/s. Jamdagani Hydro Power

Authorised Signatory

M/S JAMDANGNI HYDRO POWER

PWD SUB-DIVISION MANALI

Divisional Operst Officer
DIVISIONAL TORES OF THE R
FOREST DIVISION KULLU

ASSISTANT ENGINEER
IPH SUBJECTIVE ENGINEER
Manali (H.P.)

S D M (Civil)

Sub Divisional Officer (C)

Manali Distt. Kullu (H.P.)



### कार्यालय एवं न्यायालय ग्राम पंचायत जगतसुख

विकास स्वण्ड नगर जिला कुल्लू

गांव व डा० जगतसुख, तह० मनाली, जिला कुल्लू (हिमाचल प्रदेश)

अध्यक्षता : श्री जीवन नेजी उपस्थिति ....!२५/२६/ प्रस्ताव संख्या ..........

दिनांक 16-10 - 2016

विषय:- अनापति प्रमाण पत्र बारे ।

बैठक में ग्राम सभा सदस्यों द्वारा सर्वसहमित से प्रस्ताव पारित किया जाता है कि जम्दिग्न हाइड्रो पावर प्रोजैक्ट दुआंगन — III को वन भूमि की आवश्यकता है इस ज़मीन के अधिग्रहण से इस इलाके के अठजाठ, अठजाठजाठ तथा दूसरे वांशिदों के अधिकार वन अधिकर अधिनियम — 2006(Forest Right Act& 2006) के अधीन सुरिक्षति है । उक्त प्रोजेक्ट पंचायत के पांच बेरोजगार को रोजगार व पंचायत की अर्थिक सहायता प्रदान करनी होगी। अतः ग्राम सभा सर्वसहमित से प्रस्ताव पारित करती है कि यदि जमदिग्न हाइड्रो प्रोजेक्ट बनाती है तो उसमें ग्राम सभा जगतसुख को कोई उजर एतराज नहीं है। अतः इस प्रोजेक्ट के बनने के लिए वन अधिकार अधिनियम 2006 FRA के अन्तिगत अनापित प्रमाण पत्र जारी किया जाता है।

न्यस्ताव मलत कामवारी कार्य कार्य ही

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वान जनत सूख दिक खक मनार ततक सनारों तिकाद सहस्र (हिन्स्ट) The following certificates (Providing detail of villages benefited ) is hereby issued in favour of M/s Jamdagni Hydro Power Firm for Construction of Duhangan III 1 (M/W) SHEP village & P.O. Jagtsukh Tehsil Manali District Kullu H.P.

Sr No	Name of the Village	Muhal	Village Code	Population
1	Bhnara	Bhnara	001804	414
2.	Chnala	Chnala	001803	206

Dated: 3rd Sept 2020

0/a h.

बाज्य तहरीक्यार तहलीस जनाके, सिल कुल्टू (हिन्डू) VPO Jagai Sukh HED Distr. Kultu (HP)

ब्रासीण रामस्य अधिकारी ब्रह्मार दूस, ज्ञातन्तुरू

सहरू गमारते, जिला दुश्यू (दिनान)

### M/S JAMDAGNI HYDRO POWER

Village & P.O. Jagatsukh Tehsil Manali District Kullu 175143 9816107726,9816025925

### UNDERTAKING

We are submitting the hard copy of forest case with all necessary enclosure under the forest conservation Act 1980. if there is any signature is left on any document of Divisional Forest officer or any other authority that will be submitted by us later.

16-11-20

Ouhangen Stell Ste

M/s. Jamdagani Hydro Rower

Authorized Signatory

Authorized Signatory

Himachal Pradesh IPH Department

No. IPH-IDK-WA-NOC/18- 9858-60

Dated: 12-09-2018

M/S Jamdagni Hydro Power Project, Duhangan-III Village & P.O Jagatsukh, Tehsil Manali District Kullu (HP).

Subject:-

Regarding issuance of NOC for Small Hydro Project Duhangan-III (1.00MW) in village Jagatsukh Distt. Kullu HP.

It is inform you the Legal Agreement with the firms authorized representative (the Copy of same is enclosed herewith) has been made as per NOC issued by the Superintending Engineer, IPH Circle Kullu vide his letter No. SE-IPHK-WS-WA-V-NOC/2018-8691-95 dated 30.08 .2018 subject to the following terms and conditions:-

- 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.
- In case, there is any scarcity of water due to drought or any other reasons, the requirement of the IPH department shall have precedence over the requirement of this Hydro Power Project.
- 3. The firm shall ensure that the quantum of minimum flow of water to be released and maintained through out the year immediately downstream of the diversion site is a threshold value of not less than 15% of the minimum inflow observed in the lean season to the main river water body whose water is being harnessed by this project. The firm shall also ensure adequate minimum environment flow in the river below the diversion site to take care of aquatic life & ecology of the area. The firm shall also release present requirement of 596 lps flow for the existing IPH schemes.
- 4. 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.
- Additional water required by the department in future in addition to the projected demand will get priority over the water requirements of the firm.

6.In addition to I & PH Department requirement, the firm will also satisfy the requirement of private users, if any.

- 7. That the department will have liberty to draw water from Dhuangan Nallah (upstream and downstream) for construction of any water supply and irrigation and water supply schemes as and when required in future and, If any schemes, sources of water up and downstream the HEP get affected, the executing agency will have to deposit the original cost of the 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 affected area for which the company will have no objection.
- 8. The present and future quantity of water for proposed WSS will be tapped by the department from Dhuangan Nallah upstream and downstream of the intake of the HEP and the department will have precedence over the requirement of the proposal project.
- 9. The intake of existing FIS Jagatsukh is downstream to the proposed power house & tail race structure of the project and proposed source of Augmentation of WSS Jagatsukh is the upstream of the proposed weir site of project. The elevation of proposed project head weir site is 2032.00 meter and longitude and altitude is N 32\*-11.30'E 77\*-12'56.42". The elevation of power house site is 1967.00 meter and altitude is N32\*-11-46.56, E77\* 12'38.79".
- 10. Company in rural area applying to the Department will not be granted water from our existing schemes unless the scheme has sufficient water and the Gram Sabha of concerned Gram Panchyat pass resolutions approving the same.
- 11. Permission to make alternative arrangements will be given subject to the conditions that the arrangements will not affected adversely or impact in existing water supply source being used by IPH Department and will be located at a sufficient distance from an existing ground water source and downstream of any existing surface water source. It will also require approval from concerned Gram Panchyats.
- 12. In the event of violation of the aforesaid terms and conditions of the NOC by the firms, the NOC shall be treated as cancelled.

The above NOC is hereby issued with the condition that there is no scheme affected any where upstream/downstream of the head weirs of said SHEP.

Executive Engineer, IPH Divn.No.I, Kullug

Copy to the Superintending Engineer, IPH Circle Kullu for

information please.

Copy to the Assistant Engineer, IPH Sub Division Manali for action.

information and necessary action.

Executive Engineer. IPH Divn.No.I, Kullu.

18

File No. FSH-F-(2)-39-186/2018-ARC-Duhangan-III-Directorate of Fisheries,

Himachal Pradesh.

From

The Director-cum-Warden of Fisheries, Himachal Pradesh.

To

M/s Jamdagni Hydro Power, Village & P.O.jagatsukh, Tehsil -Manali, District Kullu(H.P.)-175143.

7 8 2018

Dated Bilaspur-174001 the,

Subject: -

Request for issuance of NOC regarding Duhangan-III SHEP (1.0MW) in Village Jagatsukh, Tehsil Manali, District Kullu, H.P.

Sir,

I invite a reference of your letter dated 07-07-2018 regarding subject cited

above.

In this context, it is intimated that as per provisions contained in clause- 1 and 14(i) of revised hydro power policy-2006 of H.P., notified vide MPP & Power Department Notification No. MPP-F(1)2/2005-VIII, dated 04.03.2014 and clarifications received from the Principal Secretary(Power) to the GoHP vide his letter No. MPP-F(1)2/2005-IX, dated 02.08.2014, NOC of Fisheries Department is not required and no charges are to be levied upon for the projects up to capacity of 2.00 MW. However, IPP shall have to ensure safe disposal of silt/muck during and post-construction phases besides maintenance of environmental flow of water downstream as determined by the Govt. of HP from time to time. This is for favour of information, please.

Yours faithfully,

(Satpal Mehta)
Director-cum-Warden of Fisheries,
Himachal Pradesh, Bilaspur.
E-mail: fisheries.hp@nlc.in

Tel/Fax: 01978-224068

Dated:-

Endst No. As above-

Copy forwarded for information to:-

- The Principal Secretary (Fisheries) to the Govt. of H.P. Shimla-2;
- The Deputy Commissioner, Kullu, District Kullu (HP)
- The Director, HIMURIA, SDA Complex, Kasumpati, Shimla-9(HP);
- The Deputy Director of Fisheries, Patlikuhl, Distt-Kullu (HP);
- Incharge, Web Cell Directorate of Fisheries for n/a.

Oguhangan-viji Ken Manali Olett Kullu (HP) (Satpal Mehta)
Director-cum-Warden of Fisheries,
Himachal Pradesh, Bilaspur
E-mail: fisheries.hp@nic.in

No. WL (Misc.)-60/HEPsVol.-X/ 3138 Himachal Pradesh Forest Departmet

From:

Principal Chief Conservator of Forests, (Wildlife)-cum-Chief Wildlife Warden, Himachal Pradesh, Shimla-171001.

To

M/S Jamdagani,

Small Hydro Power Project

VPO-Jagatsukh, Teh-Manali, Dist-Kullu.

Himachal Pradesh.

Dated Shimla-171001, the 30 . 0 8-2018

Subject:

No Objection Certificate for the Small Hydel Project Dhungan-III (1 MW)

in District Kullu, H.P.

Sir

As per the request received from CF GHNP Shamshi the weir site of this proposed Small Hydel Project (1MW) Project does not fall in Manali and Kais Wildlife Sanctuary, Wildlife Range Manali under Wildlife Division Kullu & is situated at an aerial distance of 6.200 Km. and 16 Km from the above Sanctuaries respectively.

Moreover, this project also does not fall under the preview of "Environmental Impact Assessment" 2006. Therefore, NOC from the Wildlife point of view is issued in favour of the project subject to the conditions that compliance of norms and conditions shall be complied with before and during executing.

Yours faithfully,

& 52/08/2018

Principal Chief Conservator of Forests, (Wildlife-cum-CWLW, HP Shimla.

Endst.No.WL (Misc.)HEP/60/Vol-X/ 3039

3039 Date

Dated 30-08-2018

Q. 1 Copy is forwarded to CF GHNP, Shamshi w.r.t. his office memo No. 2734 dated 07.08.2018 for information and necessary action.

Principal Chief Conservator of Forests, (Wildlife-cum-CWLW, HP Shimla.

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Himachal Pradesh Public Works Department

### NO OBJECTION CERTIFICATE

As per inspection report submitted by the Assistant Engineer Manali Sub Division HPPWD Manali, the proposed site for setting up Small Hydel Project Duhangan-III (1.00 M.W.) is 600.00 metres away from the Kullu Manali Left Bank road at RD 34/800. The No objection certificate for the construction of proposed Hydel Project is issued subject to fulfillment of following conditions:-

- No damage should be cause to the road surface road furniture such as kilometer stone, sign board, retaining wall/breast wall by way of carriage and stacking of material any damage so caused shall have to be restored to its original position.
- No heavy blasting work will be done near the PWD road.
- 3 That the executive agency shall not stack any construction material on road side during the construction.
- 4 That there shall be no any type of traffic hindrance during the construction activity.
- 5 That the executive agency may ensure that no debris should be thrown on the PWD land /road.
- 6 That the executive agency may ensure that no debris/ muck should be dumped in the River/ Nallah during the course of construction.
- 7 That in case department propose to construct any project at that area in later stage the company shall have no objection for the construction of the project

8 That any violation of above may results in cancellation of NOC.

Executive Engineer, Kullu Division No.-II, HPPWD Kullu

No. PW/KD-II/NOC/WA-I/2018 9196-97

Dated :- 05 - 68 - 18

Copy to the Assistant, Engineer Manali Sub Division HPPWD Manali for information with reference to his office letter No.PW/MSD/W-1/NOC/ 2018-838 dated 19.7.2018

Copy to M/S Jamdagni Hydro Power Village and P.O. Jagatsukh Tehsil Manali Distt. Kullu (HP).

WIND CONSTRUCTOR OF THE PROPERTY OF THE PROPER

Executive Engineer, Kullu Division No.-II, HPPWD Kullu. No./ C.I.11/ 381/4
Forest Department H.P.

Dated Kullu, the/ 11-28



From:-

Divisional Forest Officer, Wild Life Division, Kullu.

To: -

M/s Jamdagni Hydro Power,

Village & PO. Jagatsukh, Tehsil Manali,

District Kullu -175143.

Subject:-

Regarding the distance from Eco-Sensitive Zone.

Sir.

Kandly refer to your application No.- recived dated 03.10.2020, on the subject cited above.

In this connection, it is submitted that the proposed site for construction of 2. M/s Jamdagni Hydro Power Project, Duhangan-III (IMW) in Village & PO. Jagatsukh, Tehsil Manali, Distt. Kullu, HP does not fall within the boundary of nearest Manali Wild Life Sanctuary as well as its Eco-Sensitive Zone. The aerial distance from Manali Wild Life Sanctuary & its Eco-Sensitive Zone is as under:-

Name of nearest Wild Life Sanctuary	Distance from the Boundary of Sanctuary.	Distance from the Boundary of Eco-Sensitive Zones.
Manali, Wild Life Sanctuary	7.300Kms.	7.150Kms.

This is for favour of information & necessary action please.

Encl: As above (enclosed Topo sheet).

Yours faithfully,

Divisional Porest Officer, Wild Life Division, Kullu.

Azadi ka Amrit Mahotsav

No./ C.I.11/ 5424 Forest Department H.P.

Dated Kullu, the/4-2-/2022

From:-

Divisional Forest Officer, Wild Life Division, Kullu.

To: -

M/S. Dhomya Rishi Jamdagni, Hydro Power Pvt. Ltd. House No. 99 Ward No. 2 Akhara Bazar,

Tehsil & Distt. Kullu, HP.

Subject:-

Correction for Eco-Sensitive Zone Duhangan III 1 M/W.

Sir,

Please refer to your office letter No.- dated 18.12.2021, on the subject cited

above.

2. In this connection, It is submitted that as per the field report received from the RO, Wildlife Manali the proposed site for the construction of Dhomya Rishi Jamdagni, Hydro Power Pvt. Ltd. Duhangan III-1 M/W in Distt. Kullu, HP does not fall within the boundary of Manali Wild Life Sanctuary as well as its proposed Eco-Sensitive Zone. The aerial distance from nearest Manali Wild Life Sanctuary & its Eco-Sensitive Zone is as under:-

Wild Life	Distance from the Boundary of Sanctuary.	Distance from the Boundary of proposed Eco-Sensitive Zones Kais				
Sanctuary	6.200 Kms.	16Kms				
Manali, Wild Life Sanctuary	0.200 Kins.					

This is for favour of information please.

Yours faithfully,

Divisional Forest Officer, o Wild Life Division, Kullu.



हिमाचल प्रदेश HIMACHAL PRADESH

654660

### DEED OF PARTNERSHIP

This deed of partnership is made today on this December 26th, 2014 at Kullu, Tehsil and District Kullu H.P. between:-

Hari Chand aged 46 years son of Sh.Inder Singh R/O Village & P.O.Jagatsukh Tehsil Manali Distt. Kullu H.P.

Smt.Seema Sharma aged 40 years wife of Sh.Hari Chand resident of Village & P.O. Jagatsukh Tehsil Manal! Distt. Kullu H.P.

Hereinafter called the partners of the First Part & Second Part respectively.

Whereas the parties to this agreement intend to run a business of Hydro Power Project under the name and style M/S Jamdagni Hydro Power Project having its office at Village & P.O. Jagatsukh Tehsil Manali Distt. Kullu H.P. which is registered firm and whereas both the parties to this deed are interested to be a partner in the aforesaid business with their mutual consent subject to abiding by the terms and conditions of this partnership deed.

And whereas said firm M/S Jamdagni Hydro Power Project having its office at Village & P.O. Jagatsukh Tehsil Manafi Distr. Kullu H.P.

M/s. Jarodagani Hydro Power

Authorised Signatory



### हिमाचूल प्रदेश HIMACHAL PRADESH

654659

previously this firm was having two partners namely Sh.Hari Chand son of Sh.Inder Singh R/O Village & P.O.Jagatsukh Tehsil Manali Distt. Kullu H.P. and second Sh. Yog Raj son of Sh. Lot Ram resident of Village & P.O. Jagatsukh Tehsil Manali Distt. Kullu H.P. in the attested partnership dated 29-03-2007. And now through this registered partnership the above said partnership stands cancelled.

Now this deed shall witnesses as under: -

That the above mentioned persons with their mutual consent have decided to become the partners under the provisions of the Indian Partnership Act, 1932 on the following terms and conditions:-

- That the persons mentioned above shall run the business of power projects under the name and style M/S Jamdagni Hydro Power Project having its office at Village & P.O. Jagatsukh Tehsil Manali Distt. Kullu H.P.
- 2. That both the parties shall share in the ratio of 90% of party of the first part and 10% of party of the second part towards the aforesaid business and will also invest as per their respective shares for the above said business.

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- That the profit and loss shall be divided quarterly between the partners in their respective shares as per their investment ratio i.e. 90:10 share respectively, when the account shall be settled and closed.
- That the partnership business shall commence from today on 26<sup>th</sup> December, 2014 and the partnership is at will.
- That both the partners shall work honestly and diligently for the promotion of the business.
- 6. That both the partners shall be the Managing partners and the partner of the First part is authorized to sign all the papers, documents including MOU on behalf of the firm in all State Govt. Central Govt. Offices and financial issues including bank.
- 7. That the account of the firm shall be opened in any bank located anywhere in India in the name of M/S Jamdagni Hydro Power Project having its office at Village & P.O. Jagatsukh Tehsil Manali Distt. Kullu H.P. And incase if the firm is in need of money in that event the amount shall be withdrawn from the concerned bank by all the partners mutually.
- 8. That in need of money the above said firm shall take the loan or limit from any bank or financial institution and all the partners shall be responsible for above said loan and shall not leave the above said partnership firm till the complete repayment of the above said loan/limit.
- That the books of accounts shall be maintained as per mercantile system and all the partners shall have the right to inspect the books of account any time.

10. That in the event of death of either of the parties then the legal heirs of the deceased partners shall take over the share of the deceased partner.

partnership or afterwards arise between the partners or their respective representatives, touching this deed or the constitution or application

M/s. Jamdagani Hydro Power

**Authorised Signatory** 

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### Bimachal Gobernment Judicial Paper

partnership business or the affairs there of or the right, duties or liabilities of any person under the deed shall be referred to a single arbitrator to be appointed by all the parties to the difference in accordance with the said subject to the provision of the Indian Arbitration and Reconciliation Act 1996 or any statutory mortification there of for the time being in force. The venue of Arbitration shall be decided by mutual consent.

- 12. That all the partners shall have power to add, alter or delete any of the provisions of this deed of partnership with their mutual consent from time to time.
- 13. That with the mutual consent of both the partner addition and deletion of members can be done in the said partnership firm

In Witness where of the persons mentioned at page 1st of this deed of partnership, being the partners of the firm have signed this deed today on December 26th, 2014 at Kullu Tehsil and Distt Kullu in the presence of witnesses.

Signature of Witnesses

1.

She Ashuani Charma 8 h Shoral chand

Alwa Rogot O. R. Ovels

Signature of Partners

1. Partner of the First Part Hari Chand

2. Rajesh Verma son of Phunchog Verma

V.P.O. Jagatsukh Tehsil Manali Distt. Kullu H.P.

2. Partner of the Second Part Seema Sharma

M/s. Jandagani Hydro Power

Authorised Signatory

Drafted by

Out Test Maria Har Maria

### H.P.T.R.I.

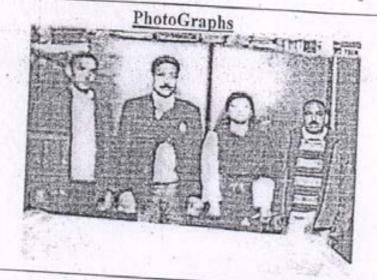
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		(In Words)	M/s. Jamdagani Hydro Power	
easurer	Accountant	- 64	Authorised Signatory	
	Accountant	Date	Treasury Officer/Agent	

### Party Details

Reference No. 2296/2014

सम राजस्ट्रार : कुल्लू

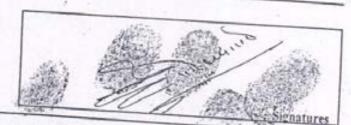


### Party Name and Address

### Finger Prints and Signatures

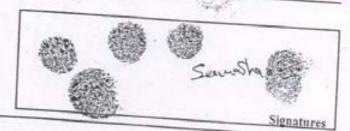
### ne Part

 Sh. Hari Chand ya Sh. Inder Singh ya - , V.P.O. Jagat Sukh, Teh. Manali, Kullu



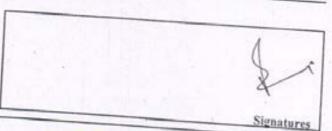
### Other Part

 Smt. Seema Sharma पत्नी Sh. Hari Chand पुत्र - ,V.P.O. Jagat Sukh, Teh. Manali, Kullu



### Witness

 Sh. Rajesh Verma ya Sh. Phunchong Verma ya - , V.P.O. Jagat Sukh, Teh. Manali, Kullu



### dentifier

Sh. Ashwani Sharma पुत्र Sh. Lal Chand पुत्र - ,V.P.O. Jagat Sukh, Teh. Manali, Kullu



रेस - निकनेटः हिमाचल अरेश

Ms. Jamaagani Hydro Rawer

दिनीक: 26-12-2014

Authorised Signatory

Deed Endorsement Details

जिलाः कुल्ल्

Book No.: 4

Registration No: 174/2014

सब रजिस्ट्रार : कुल्लू Registration Date: 26/12/2014

Refernce No.:

2296/2014

Deed Name: PARTNERSHIP

Sub Deed Name: Partnership in Other Cases

Presentation Date: 26/12/2014

Presentor: Sh. Hari Chand etc.

No. of Deed Pages 4

No. of Additional Pages: 2

No. of Annex. Pages 1

Stamp Duty Detail:

[2] No(s) of Stamp Papers, Purchased From SV, Kullu, Vide No. 2024 Dated 26/12/2014, Amounting to Rs.200/-

[2] No(s) of Stamp Papers, Purchased From SV, Kullu, Vide No. 2024 Dated 26/12/2014, Amounting to Rs.200/-

Total [2] No(s) of Stamp Papers, Amounting to Rs.200/-.

Fee Details:

Receipt No.: 2,250/2014

Receipt Date: 26/12/2014

Registration Fee: 100

Pasting Fee: 10

Total Fee: 110

Mode of Payment: Challan

No:141

Date: 26/12/2014 Amount: 110

Additional Book Pasting Details:

Total No of Pages

Pasting Date:

26/12/2014

Additional Book No 4

Volume No.:

79

84

194

To Page:

From Page:

Pasting Date:

26/12/2014

Supplementary Book No:

Supplementary Book Pasting Details:

No of Pages Annexure Pages 1

Volume No:

37

17

From Page: To Page:

17

Certificate of Registration

[As per the provisions of Registration Act]

The Contents of this document were read over and explained to the Ececutant(s)/ Presentor(s) who understood all the conditions and admit(s) them to be true and correct. Hence, the Document is hereby, REGISTERED.

Mis. Jamdagani Hydro Por Authorised Signatory

### Service Charges

Receipt No.:2250/2014

Date: 26/12/2014

For Registration No.: 174/2014		Dat	e: 26/12/2014
Amount Between 0 To 0	No. of P	ages 5	Amount (Rs.)
Additional Charges  More than 5  PhotoGraph Charges		0	. 0
The state of the s	Total Servi	ce Charges:	50 75

Received with Thanks Sum.of Rs. Seventy Five Only. On Account of Service Charges for Computerization of Registration of Documents under HIMRIS

M/s. Jamdagani Hydro Power

Cold Medited

Form No. 8

रसीद बुक(अ)

रसीद न.:2250/2014

कार्यालय सब-रजिस्ट्रार

: कुल्ल्

क्रम संख्या

: 174/2014

प्रस्तुतकर्ता

: Sh. Hari Chand etc.

दस्तावेज प्रस्तुत करने की तिथि

: 26/12/2014

दस्तावेज की किस्म

: PARTNERSHIP

कुल राशि

अस्टाम्प की कीमत

: 表 200/-

रिजस्ट्री की फीस

: 天 100/-

पेस्टिंग फीस

: 表. 10/-

सरचार्ज

कुल राशि

: ₹. 110/-

कुल राशि (शब्दों में) : रू. एक सौ इस केवल ।

### Mode of Payment:Challan

संख्या

: 141

तिथि

: 26/12/2014

; ₹. 110/-

ब्यादार्जिकसर रनिस्ट्री।

d Signatory



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

HIMURJA/ SHP/Duhangan-III (JHP)/2016 3768

Dated 21-4-2017

To.

M/s Jamdagni Hydro Power,

Vill & P.O. Jagat Sukh, Tehsil Manali,

Distt. Kullu-175143

Subject: -

Change of location/ elevations after the allotment of power projects

to the developers in HP.

Dear Sir,

This is in continuation to consent issued on 21 06 2016 in respect of Duhangan-III (1.50MW) HEP and request received from you vide letter no-nil dated 22.11.2016 for change in elevation and reduction in capacity from 1.50MW to 1.00MW. The State Government has approved change in elevation and reduction of capacity in respect of Duhangan-III as per details given under:

Name of	Allotted elevation /cap	Revised elevation & Cap.	Stream
Project Duhangan-III	1990-1875 (1.50MW)	2032-1967 (1.00MW)	Dohangan

Hydro Power Policy 2006 and instruction/ amendments issued their under from time to time.

.It is further stated that the exemption of extension fee for the delay in approval of change in elevations is subject to approval of Government.

Your Sincerely,

(Er K. L. Thakur)

Director

Himurja, Shimla-171009

Endst No. - A/A

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

 The Special Secretary (NES), to the Govt. of H.P. w.r.t letter no. NES-F (10)-1/2017 dated 05.04.17.

 Director Energy, Directorate of Energy, Shanti Bhawan, Phase-III, Sector-6, New Shimla-171009.

3. Deputy Commissioner, Kullu, Distt.Kullu, H.P.

Sr. Project Officer Himurja Kullu, Distt. Kullu, H.P.

(Erk L Thakur)

Director

PO Jagat Sukt

DistLKulio (HP)

Himmis Shirds-171009



(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/ SHIP/ Duhangan-III (JHP) /2016 55 73

Dated: 21-6-2016

M/s Jamdagni Hydro Power, Village & P.O. Jagat Sukh Tehsil Manali, District Kullu H.P.- Pin:-175143

Sub,:-

Consent for exclusive time bound right for preparation of Project Report for the Small Hydel Project Duhangan-III (1.5 MW) in Kullu District, Himachal Pradesh.

Dear Sir,

I am directed to inform that after considering your application for the selfidentified project 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	Stream/Basin	Distt.	Elevation Range (Diversion site to Tail race)	Estimated Capacity (MW)
1	Duhangan-III	Duhangan/ Beas	Kullu	± 1990 m to 1875 M	1.5 MW

### 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.

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. (EMD deposited at the time of apply will be adjusted against Security)

VPO Jagat Sukh

Teh, Manati Bisto Nufur(NR)

The above security shall be refundable to Handags poing of IA.

M/s. Jamdagani Hydro Power

### 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 fcc 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-fight premium shall be charged in two stages-

- 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.
  - The IPP shall submit monthly discharge data and quarterly overall progress reports to Himurja on the Proforma attached at Annexure- 'A' & 'B'.

Following milestones shall be binding on the IPP:-

Sr. No.	Milestones	Time Period
1	Feasibility Repo 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 Repo	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) Sunting some of consent letter.

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3	Acquisition of Revenue	IPP beautiful in the second of
4	record.	IPP has to obtain all the necessary revenue record require for implementation of project within Nine (9) months from the date of issuance of Consent Letter or within 12 month (including extension obtained for submission of feasibility report, if any) from the date of issuance of Consent Letter.
14		[71]
	clearances/approval/co fi	learances/approval/consent applications for all the learances/approval/consent applied within Eleven (1) from the date of issuance of Consent Letter or within 1 to the control of the learn of the learn of the learn of issuance of consent Letter.
5	Obtaining of all IP clearances/approval/co wi	P has to obtain all the clearances/approval/consentithin Twenty Four (24) months (including extension
6	5	date of Consent Letter,
	as per CEA/ CWC Guidelines & within allotted/approved parameters with all clearances.	ithin 24 months from the date of issuance of Consent ster or within 27 months including three (3) months ension for submission of FR, if three (3) months ension not availed at the time of FR, extension of three months can be availed for submission of DPR for valid sons by levying extension fee @ Rs 1000/- per MW for month doubling in successive months, i.e. 1" month Rs 2000/-, 3rd month 4000/
7	Grant of Technical Technical Concurrence, preparation & Ener from submission of documents for signing of Implementation the detection of the d	mnical Concurrence shall be accorded by Directorate of gy (DoE), on behalf of the Government within 45 days the date of receipt of the Detailed Project Report or ned for submission of feasibility report, if any) from alteriate for signing of iA.
3	Confinenci	
	Interconnection Point the Licens point.	months after the approval of FR, the IPP shall apply to appropriate authority (Distribution/Transmission see) for finalization/confirmation of interconnection
	Signing of IA Within	115 days - 6
	from to obtaine earlier.	to 15 days of accordance of TC or within 29 months the issuance of Consent Letter (including extension and for submission of FR/DPR, if any) whichever is
	A al	
	if required and work started Concurrent action: Any balance clearances, consent/approval to be obtained.  required any ar signing obtained	s to achieve the financial closure including PPA if d and obtain balance clearance/consent/approval, if and start work on site within six (6) months after of IA or within 35 months (including, extension of for submission of feasibility report and DPR, if m the date of issuance of Consent Letter.  M/s. Jamdagani Hydro Power
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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/ 2nd month Rs. 2000. 3nd month 4000/-, 5nd 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. 3nd month 4000/-, 5nd 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, unforescen 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,

M/s. Jandagani Hydro Power

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 emburgoes, radioactivity, carthquakes, 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 time.
  Hydro Power Policy 2006 read with various amendments in it notified from time to
- 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 Duhangan in elevation range between EL ± 1990m to1875 m (i.e. Diversion weir to Tail race) on Right /Left Bank of Duhangan 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.
- (iii) 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
- For other only per MW charges at the rate of Rs 50,000/- per MW.
- No additional charges for length of stream so as to avoid inspections.
- 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, in case 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) Projects upto 2.00 MW Capacity:- 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).

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M/s. Januagani Hydro Power

b) For Projects above 2.00 MW & upto 5.00 MW capacity- 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.

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 2<sup>rd</sup> 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 SUBSIDARY CONTROL PROJECT TO SUBSIDARY CONTROL
- 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 allowers than the state of the solution of the state of the solution of the solutio

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) In case 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.
- HIMURJA/ H.P. Government shall provide necessary assistance in obtaining clearances at State level.
- This consent letter is being issued in lieu of MOU and no separate MOU shall be signed by the government.
- This consent letter is being issued under the orders and authorization of Deptt. of Non-Conventional Energy Sources, Govt. of Himachal Pradesh.
- 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.

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- 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 M/s. Jameagani Hydro Power

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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 SMW, 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.

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% ± 2 %.
- (2) Capacity firmed 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 trame 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 reiterate its commitment to facilitate entrepreneurs in the State for overall growth and development, and wish your project all the success.

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

Endst. No .: - A/A 5574-88

Dated: - June, 2016

- 1. Copy is forwarded to the following for information and necessary action:
  - i) Additional Chief Secretary /Principal Secretary/Secret (Forests/Revenue/I&PH/PWD/ Environment & S.T./ RD & Panchayati Raj / Fishar to the Govt. of H.P., Shimla-2.

ii) Principal CCF (Wild Life), Himachal Pradesh.

Teh. Manag Disit Kullo (HP All the Departments are requested to render necessary assistance to the IPP to 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)-3/2016 dated 31.5.2016 vide which approval has been accorded.
- 3. The Director (SHP) MNRE Block No.-14 CGO Complex, Lodhi-Road, New Delhi-11000 Page 129 of 240

  Authorised Signalory for information please.

- 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- Kullu, Distt. Kullu, H.P.
- The Chief Engineer (SO&P), HPSEB Ltd. Vidyut Bhawan, Shimla 171004 for information and necessary action.
- The Sr. Project Officer Himurja-Kullu, Distt. Kullu, H.P. for information and necessary action.

-SK

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

M/s. Jamdagani Hydro Rower



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

### OFFICE ORDER

Directorate of Energy (DoE), Government of Himachal Pradesh, is pleased to accord Technical Concurrence (TC) to Duhangan- III SHEP (1.00 MW) within elevation range of E1. 2032 m to El. 1967 m on Duhangan khad, tributary of Beas River in Distt. Kullu, Himachal Pradesh allotted to "M/s Jamdagni Hydro Power, Village & P.O. Jagatsukh, Tehsil Manali, District Kullu-175143.", at an estimated cost of Rs. 993.35 lakh (Rupees Nine Hundred Ninety Three Lakh and Thirty Five Thousand) only including Interest During Construction (IDC), Escalation, Financial Charges (FC) and Local Area Development Fund (LADF) @ 1% (one percent) of total project cost with the following stipulations:-

- i) 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-II.
  - ii) 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 Goods and Service Tax (GST), 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.
- 2. The Concurrence is subject to the fulfilment 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.
  - 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.
  - Fulfilment 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 Jamdagni Hydro Power, Village & P.O. Jagatsukh, Tehsil Manali, District Kullu-175143."
  - viii) No additional cost shall be allowed due to Resettlement & Rehabilitation (R & R)
  - ix) Normal operation life of the hydro power plant shall be as per provisions of CWC/CEA guidelines or Central Electricity Regulatory Commission (CERC)/ Himachal Pradesh Electricity Regulatory Commission (HPERC) regulations.

A SEEL TEN

- The statutory and administrative clearances as per Annex-III shall be obtained before execution/implementation of the project.
- xi) For evacuation of power, 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, 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 Himachal Pradesh State Electricity Board Limited (HPSEBL)/ Himachal Pradesh Power Transmission Corporation Limited (HPPTCL) as per the final decision of the competent authority.
- xiii) Whereas the HPSEBL/HPPTCL shall endeavour to provide the power 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 equipments as well as other electrical equipments to be provided by the IPP 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) The power of Duhangan- III SHEP (1.00 MW) can be evacuated as under :
  - a. The power evacuation of Duhangan- III SHEP (1.00 MW) can be done through existing 11kV HT line of Jagatsukh feeder by making the solid tap arrangement on Jagatsukh feeder at Bhanara which is about 3Km from the power house.
  - b. The re- conductoring of existing 11kV Jagatsukh feeder will be done by M/s Jamdagni Hydro Power from the solid tap point to 33/11 kV substation Prini with ACSR 6/1/4.72 mm conductor. The cost for strengthening/ re- conductoring of existing 11kV Jagatsukh feeder shall be borne by the IPP.
  - No deemed generation shall be allowed to the firm.
  - d. The IPP shall back down the generation as and when directed by the HPSEBL and it reserves the right for disconnection of the above arrangement as and when required on technical grounds.
  - e. The IPP will not claim any deemed generation benefits due to back down of power generation on account of system constraints.
- 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.
  - 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 SLDC, HP Load Dispatch Society, Shimla from compatibility point of view with existing Supervisory Control and Data Acquisition (SCADA) system.

The Hydro generating units shall be capable of generating up to 110% of rated XX) capacity (Subject to rated head being available) on continuous basis as per Sr. No 7 ( Part-II) of Ministry of Power (Central Electricity Authority) notification No 12/X/STD (CONN) GM / CEA dated 15/10/2013 and subsequent amendments thereof.

xxi) The conditions on these lines shall have to be suitably included by the IPP in the PPA etc. apart from other standard conditions.

xxii) The observations of DoE, GoHP and replies thereof shall form an integral part of the

xxiii) Minimum 15% release of water immediately downstream of diversion structure shall be ensured all the times including lean season as per prevailing GoHP notification. The necessary monitoring equipment as prescribed by the Pollution Control Board for the same shall be installed by the IPP during execution of the project.

xxiv) The levels as specified and approved shall strictly be adhered to for construction of project, also the riparian distances within upstream and downstream projects as per allotment of projects or any other project specific directions / conditions shall be

maintained.

xxv) The authenticity of benchmark considered for carrying out survey as ensured and intimated by IPP to DoE shall be the sole responsibility of the IPP.

xxvi) The proposed arrangement of laying Water Conductor System (penstock) with length 225 m should be designed w.r.t. all necessary parameters of earth pressure/water pressure in empty/full condition, earthquake condition and with regard to all safety standards norms. The design should be vetted from an authorized & approved agency.

xxvii) LADC/LADF amount and activities shall be implemented as per Power policy of HP

Govt., 2006 and subsequent amendments thereof.

xxviii) 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.

- xxix) The TC is based on the reports and data furnished by the IPP in the DPR and the relevant information provided by Himurja. 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 scrutiny of DPR does not cover the examination of the detailed designs & working drawings of project components in regard to their structural, hydraulic and mechanical performance, safety and also of their positioning and fixing at site. This shall be ensured by the IPP as per standard norms & manuals.
- 3. The project shall be completed within 24 months from the date of start of the construction work.
- The completion cost of the scheme shall be submitted to DoE, GoHP for approval 4. within 3 months from the Commercial Operation Date (COD) of the plant.
- The IPPs shall give free accessibility to the officers and representatives of DoE, 5. Himurja and other relevant Govt. Departments, Commissions etc. 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 GoHP Hydro Power Policy, 2006 and subsequent

amendments thereof / Implementation Agreement (IA) / Supplementary Implementation Agreement (SIA).

In case the time gap between the Technical Concurrence (TC) of the scheme and actual start of work on the project is three years or more, a fresh Technical 7 Concurrence (TC) shall be obtained from DoE, GoHP before start of actual work.

The DoE, GoHP reserve the right to revoke the concurrence if the conditions stipulated above are not complied with to the satisfaction of the DoE, GoHP or 8 parameters are found changed at any stage.

BY ORDER OF THE GoHP

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

No. DoE/CE(Energy)/TC-Duhangan- III/2021-678-87 Dated: 28 4 2021.

Copy for kind information and necessary action please, to the:-

The Addl. Chief Secretary (MPP & Power) to H.P. Govt., Shimla-171002.

The Addl. Chief Secretary (NES) to H.P. Govt., Shimla-171002.

3. The Secretary, Ministry of Non-Conventional Energy Sources (MNES), Block No.14, CGO Complex, Lodhi Road, New Delhi-110003.

The Director, Environmental & Scientific Technologies, Narayan Villa, Near Wood Villa Palace, Shimla-171002.

The Deputy Commissioner, Distt. Kullu, Himachal Pradesh.

- 6. The General Manager, HPPTCL, Himfed Bhawan, Panjari, Below Old MLA Quarters,
- The Chief Engineer (SP), HPSEB Ltd, Uttam Bhawan, Dogra Lodge, Shimla-171004.
- The Chief Engineer (Commercial), HPSEB Ltd, Vidyut Bhawan, Shimla –171004.
- The Chief Executive Officer, Himurja, 8A-SDA Complex, Kasumpti, Shimla-171009.
- 10 M/s Jamdagni Hydro Power, Village & P.O. Jagatsukh, Tehsil Manali, District Kullu-175143.

Chief Engineer,

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

Duhangan- III SHEP (1.00 MW) in Distt. Kullu of Himacal Pradesh allotted to "M/s Jamdagni Hydro Power, Village & P.O. Jagatsukh, Tehsil Manali, and District Kullu-175143."

### ABSTRACT OF COST ESTIMATE

Sr.No.	Description of work	Cost (Rs. in lakh)	
a)	100		
i)	Civil works i/c other Misc. expenses	586.11	Price level
ii)	Electro Mechanical Works	297.70	June 2020
iii)	Transmission Works	30.00	
	Sub-total (a)	913.81	
(b)	3		
i)	Interest During Construction (IDC)	55.65	
ii)	Escalation	6.88	
iii)	Financial Charges	7.18	
	Sub-total (b)	69.71	
	Total (a+b)	983.52	
(c)	LADC @ 1.0% of (a+b)	9.84	
	Grand Total (a+b+c)	993.36	
	Say ₹	993.35	Lakh

(Rupees Nine Hundred Ninety Three Lakh and Thirty Five Thousand only)

Chief Engineer,

Directorate of Energy, GoHP,

New Shimla- 171009 (HP)

ACE (1EC)

Duhangan- III SHEP (1.00 MW) in Distt. Kullu of Himacal Pradesh allotted to "M/s Jamdagni Hydro Power, Village & P.O. Jagatsukh, Tehsil Manali, and District Kullu-175143."

### 1) <u>SALIENT FEATURES</u>

### I. LOCATION

State Himachal Pradesh

District Kullu Tehsil Manali

River/Khad Duhangan khad, a tributary of Beas River.

Vicinity Diversion Weir at El 2032.00 m & Power house is

at an elevation of 1968.00 m on the left bank of Duhangan Khad with maximum tail water level

(MTWL) at El 1969.00

Accessibility By Road Kullu Manali State highway, 40 km from Kullu

By Railway Kiratpur (Punjab) (BG)

By Air Bhuntar (Kullu)

### Geographical Co-Ordinates

		Longitude	Latitude
	Weir	77° 13' 15.51" E	32° 11' 44.71" N
	Power House Site	77° 12' 47.37" E	32° 11' 46.61" N
•	SOI Toposheet	52 H/4	

#### II. HYDROLOGY

Stream/khad	Duhangan Khad	
Tributary of river	Beas River	
Catchment Area		
upto diversion site	27.00 sq.km.	
Design Discharge	2.07 cumecs	
Design Flood	715 cumecs	
HFL	Weir site	Power House
	El 2036.00 m	El 1969.00 m

### III. PROJECT COMPONENTS:-

#### A. DIVERSION STRUCTURE

Type /Shape	Drop Type Trench Weir
Size	15.00 m (L) x 1.00 m (Trench Width)
Depth	Varies from 0.15 m to 0.58 m Design
Discharge	2.07 cumecs plus flushing & overloading discharge
Crest level at Weir	EL 2032.00 m
Bed Slope	1 in 7.00

Size of Intake Tank 5.00m (W) x 5.00 m (D)

A E E | 160)

Page 6 of 9

B. FEEDER / CONVEYANCE CHANNEL (Intake to De-Silting Tank)

Type/ shape R.C.C Channel/ Box Type Size 1.00 m (W) x 1.20 m (D)

Length 52.00 m Slope 1 in 120

Design Discharge 2.07 cumecs plus flushing & overloading discharge

 Velocity
 2.73 m/sec

 FSL at inlet
 EL 2031.48 m

 FSL at outlet
 EL 2030.70 m

C. DESILTING CHAMBER

Type/Shape Surface Central Gutter type Size 40.00 m (L) x 4.00 m (W)

Depth 3.70 m

Design Discharge 2.07 cumees plus flushing & overloading discharge

Particle size to be removed 0.20 mm and above

Flow velocity 0.20 m/sec Dia of Flushing Pipe 300 mm

D. POWER CHANNEL (WATER CONDUCTOR SYSTEM)

Type/ shape Box Type

Size 1.20 m (W) x 1.40 m (D)

Length 85 m Slope 1in 600

Design Discharge 2.07 cumec plus overloading discharge

Velocity 1.58 m/sec

E. FOREBAY TANK

Type Surface Tank

Size 50.00 m (L) x 3.00 m (W) x 2.60 m (D)
Design Discharge 2.07 cumec plus overloading discharge

 Live Storage capacity
 409 cum

 Peaking time
 3 minutes

 Top Level
 El 2029.00 m

 FSL
 El 2027.52 m

 MDDL
 El 2024.92 m

 Bed Level
 El 2024.20 m

F. PENSTOCK

Type Circular, Steel Penstock

Number/size of main penstock One / 1200 mm φ

Length of main penstock 225.00 m

Plate Thickness 10 mm to 16 mm Velocity 1.83 m/sec

Material of steel liner ASTM A-537, Class- A or equivalent

Size of branch penstock 700 mm ф

Page 7 of 9

Length of branch penstock

15 m

G. POWER HOUSE

Type Surface Power House

Size 20.00 m (L) x 13.00 m (W) x 9.00 m (H)

 C/L of Jet
 EL 1968.00 m

 Installed Capacity
 1000 kW

 Gross Head
 59.52 m

 Net Head
 58.00 m

Power House Crane EOT Crane 25/5 Tonne

Turbine

Type Horizontal Axis Francis Turbine

Number Two number
Rated Capacity 500 kW (each)
Rated Speed 750 rpm

Generator

Type Horizontal Shaft Synchronous type

Number Two number Rated Capacity 500 kW (each)

Power Factor 0.90
Rated Voltage 3.3 kV
Rated Frequency 50 Hz
Rated Speed 750 rpm
Overloading Capacity 10%

H. TAIL RACE

Type Rectangular RCC Box Size 1.00 m (W) x 1.00 m (D)

 Length
 15.00 m

 Slope
 1 in 400

 Maximum Tail Water Level
 EL 1969.00 m

Construction Period 24 months

Chief Engineer,

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

LAKE(TEC)

Duhangan- III SHEP (1.00 MW) in Distt. Kullu of Himacal Pradesh allotted to "M/s Jamdagni Hydro Power, Village & P.O. Jagatsukh, Tehsil Manali, and District Kullu-175143."

### LIST STATUTORY AND ADMINISTRATIVE CLEARANCES REQUIRED

Sr.No.	ITEM	AGENCY	REMARKS
1.	WATER AVAILABILITY	1. State Govt. 2. CWC	Interaction with State Govt. Deptt. & CWC required. Relevant Irrigation Act of the State & Central Water Commission to be implemented.
2.	HPSEBL CLEARANCE	HPSEBL.     State Govt.	As per 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	State Govt.     MoEF & CC, GoI.	Coordination with State Forest Deptt./ Min. of Environment & Forest (MoEF & CC) regarding Forest (Conservation) Act, 1980.
5.	ENVIRONMENT & FOREST CLEARANCE	State Govt     MoEF & CC, Gol.	As per item (3) & (4) and Latest Govt. Policy in force.
6.	REGISTRATION	Registrar of Companies.	Under Indian Companies Act. 1950.
7.	REHABILITATION & RESETTLEMENT OF DISPLACED FAMILIES BY LAND ACQUISITION	State Govt     MoEF & CC, Gol.	
8.	EQUIPMENT PROCUREMENT	Directorate General of Technical Development (India) (DGTD), Chief Controller of Import & Export (CCI & E)	As per Import & Export Acts.

Chief Engineer,

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



हिमाचल प्रदेश HIMACHAL PRADESH

D 189662

# IMPLEMENTATION AGREEMENT FOR DUHANGAN-III HYDRO ELECTRIC PROJECT (1.00 MW) DISTRICT - KULLU, HIMACHAL PRADESH

THIS IMPLEMENTATION AGREEMENT executed on the 8<sup>th</sup> day of the month of Nov., 2021 (Two Thousand Twenty One) 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 (H.P.)-171009, (hereinafter referred to as the "First Party") which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and legal representatives of the FIRST PART;

#### AND

M/s Dhomya Rishi Jamdagni Hydro Power Pvt. Ltd.; a company incorporated and registered under the provisions of Companies Act, 2013; having its Registered/ Head office at House No 99, Ward No2, Akhara Bazar, Tehsil & District Kullu 175143 (hereinafter referred to as the ""Second Party") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, through Mr. Rahul Kumar, Authorized Signatory, who is duly authorized by the competent authority of the Company resolution No. nii, dated 10-9-2021, to execute this Agreement, of the OTHER PART.

the Govt. of H.P.cum-CEO HIMURJA Shimla-171 009



हिमाचल प्रदेश HIMACHAL PRADESH

D 189658

WHEREAS the First Party in accordance with the policy guidelines of the Government of Himachal Pradesh (hereinafter referred to as "GoHP") had issued Consent Letter on 21-6-2016 (APPENDIX"A") to the Second Party to carry out detailed investigations of the Duhangan-III (1.00MW) capacity, located in District Kullu Himachal Pradesh (hereinafter referred to as "Project") and

WHEREAS the project is envisaged on Duhangan/Beas a tributary of Beas River in Beas Basin in District Kullu between the allotted elevations range  $\pm$  2032 M to  $\pm$  1968M; and

WHEREAS the Second Party has carried out necessary detailed investigations for the Project and submitted a DPR for 1.00 MW project capacity to the First Party within the stipulated period from the date of issuing consent letter and both the parties have satisfied themselves about the techno economic feasibility of the Project; and

WHEREAS the competent authority has accorded Techno Economic Clearance (TEC) to the project for 1.00 MW capacities vide their letter No. DoE /CE(Energy) TC- Duhangan-III /2021- 678-87 dated 28-4-2021; and

WHEREAS it is deemed necessary and expedient to enter into a detailed agreement between the parties hereto incorporating the terms and conditions of this agreement arrived at for the implementation of the Project; and

Special Extretary (NES) to the Govt. of H.P.puln-CEO HIMURJA Stimle-171 009

# No 3192034 2 Himachal Government Judicial Paper

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

### 1 STATEMENT OF IMPLEMENTATION OF PROJECT

Both the parties agree that the Project shall be implemented, subject to the terms and conditions mentioned in this Agreement.

### 2. DEFINITIONS. -

- 2.1 In this Agreement, the various terms shall have the following meanings, except where the context otherwise requires, definitions and other terms expressed in the singular shall also include the plural and vice versa, namely:-
  - "agreement" shall mean this agreement together with all its appendices and annexures and any amendments thereto made in accordance with the provisions herein contained;
  - (b) "concession period" shall mean the duration for which the First Party allows the Second Party to build, own and operate the Project.;
  - "commercial operation date" (COD) shall mean the date on which Second Party synchronizes the First unit of the Project with the grid;
  - (d) "construction schedule" means the schedule of construction attached as "APPENDIX-B";
  - (e) "contractor" means any person, firm or body corporate engaged by the Second Party for the implementation of the Project;
  - "deliverable energy" shall mean the electrical energy generated by the project, as measured at the interconnection point;
  - (g) "effective date" means the date on which this agreement is signed by the parties hereto;
  - (h) "energy/power" shall mean the electrical energy/power in Kwh/MW;
  - "force majeure" shall have the meaning as described thereto in Clause 15.2 hereunder;
  - "Implementation of project" shall mean an act to establish, own, operate and maintain the Project;
  - (k) "HIMURJA" means the Himachal Pradesh Energy Development Agency;
  - (l) The Power of Duhangan-III SHEP (1.00MW) can be evacuated as under:
    - a. The power evacuation of Duhangan –III SHEP (1.00MW) can be done through existing 11kV HT line of Jagatsukah feeder by making the solid tap arrangement on Jagatsukh feeder at Bhanara which is about 3KM from the power house.

### Nº 3192033

### Himachal Government Judicial Paper

e. No deemed generation shall be allowed to firm.

d. The IPP shall back down the generation as and when directed by the HPSEBL and it reserves the right for disconnection of the above arrangement as and when required on technical grounds.

e. The IPP will not claim any deemed generation benefits due to back down of power generation on account of system constraints.

(m) "month" shall mean the English Calendar month;

- "permanent works" means the permanent works forming part of the Project and shall include housing facilities for staff to be engaged for operation and maintenance of the Project;
- "plant" shall mean imported and indigenous machinery, equipment, spares and other items required for and which form part of the permanent works of the Project;
- (p) "Power Purchase/Wheeling Agreement(s)" shall mean the agreement(s) to be signed between the Second Party and HPPTCL/HPSEBL concerned party (ies) as per Clauses 12.3 & 12.4 hereunder;
- (q) "Project Affected Areas" shall mean areas/ villages surrounding/ falling in the catchment/ watershed areas extending from the Reservoir/Diversion Weir to the Tail Race of the Project;
- (r) "project cost" shall mean the actual capital expenditure on the Project incurred upto the completion of the Project including all costs incurred by the Second Party in complying with the terms of this Agreement, unless mentioned otherwise, but not exceeding the approved Project cost in the DPR as per techno economic clearance accorded by the competent authority, as the case may be. Where the actual expenditure exceeds the approved Project cost, the excess expenditure as approved by the Competent Authority shall be deemed to be part of the actual capital expenditure;
- (s) "scheduled commercial operation date" shall mean the date by which the Second Party shall have synchronized the first unit of the Project with the Grid as per the Construction Schedule;
- (t) "site" shall mean the site of Project appurtenances, generating Plants including land, waterways, roads and any rights acquired or to be acquired by Second Party for the purposes of the Project;
- (u) "State" shall mean the State of Himachal Pradesh;
- "temporary works" means all temporary works of any kind required in connection with the execution of the works of the Project and not forming part of permanent works; and
- (w) "works" means all works inclusive of the temporary works and permanent

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### Himachal Government Judicial Paper

- (x) "competent authority" will be the Director Energy, the Government of Himachal Pradesh or such entity as may be notified in this behalf by the Government of HP from time to time.
- 2.2 Any term used in this agreement but not defined under this Clause shall have the same meaning as assigned to it under the Electricity Act, 2003.

### 3. SECURITY CHARGES

And whereas the Second Party has furnished security charges (EMD adjusted against security); by way of Demand Draft bearing No. 990424 dated 27-12-2014 amounting to Rs.50,000/- (Rupees fifty thousand) only @ Rs.50,000/- per MW (refundable) in favour of Director, HIMURJA, payable at Shimla, based on capacity in MW as per approved TC. The amount of Security Deposit shall be treated as Performance Guarantee after the commissioning of the Project, which shall be refunded to the Second Party only after successful operation of the project for 6 (six) months from COD of project.

### 4. GRANT OF PROJECT CONCESSION BY STATE GOVERNMENT

- 4.1 The First Party agrees to permit the Second Party, for the project Duhangan-III (1.00 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 (thirty) months from the date of the signing of the 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.
- 4.2 The Project assets would be maintained by the Second Party in a condition that would ensure a residual life of the project at the rated capacity for at least concession period. During the 10<sup>th</sup>, 20<sup>th</sup>, 30<sup>th</sup>& 35<sup>th</sup> years of operations, the First Party or one of its appointed agencies would carry out a mandatory inspection of the Project site to ensure that the Project assets are maintained to the required standards to ensure the specified generation capability and residual life of the plant.

If such inspections find that the project capacity and/or life are being undermined by inadequate maintenance, the First Party shall be entitled to seek remedial measures from the Second Party. If the Second Party fails to comply with the requirement, the First Party would have the right to take over the commercial operation of the project and shall have full right upon the sale of power including Second Party share. The cost on account of suggestive remedial measures shall be deducted from the sale of Second Party's share of metered power including the operation & maintenance cost for such a period till the project's assets are restored to the requisite standards to ensure the specified generation capability and

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- STARTING DATE OF PROJECT.-
- 5.1 Within six months from the effective date of signing of this agreement, the Second Party shall start the construction of the Project after meeting the following major requirements, namely:-

a) Obtaining non-statutory/statutory clearances listed below:-

- NOCs from the departments viz; PWD, I&PH, Wild Life, Fisheries and Revenue.
- (ii) NOC from Gram Panchayat.
- (iii) FRA Certificate.

The Second Party shall submit the proposal to the concerned Deputy Commissioner for obtaining approvals/NOCs from different departments including Gram Panchayat. Deputy Commissioner shall forward the same to concerned departments within seven days. Deputy Commissioner shall convene a meeting of all concerned departments on the basis of reports and ensure issuance of required approvals/NOCs within 30 days period in the form of single window clearances.

- (iv) Forest Land Clearance
- (v) Private Land Transfer (Permission under Section 118)
- (vi) PCB
- (vii) Essentiality Certificate: Above mentioned NOCs/clearances shall not be required for issuing EC. EC should be only for maximum quantum of land required for the purpose at project site without mentioning Khasra Number because actual forest land and lease land at site will be decided by forest and Revenue Departments based on ceiling under EC

Finalize Power Purchase/Wheeling Agreement(s).

 Such other clearances as may be specified by the First Party subsequent to the signing of this agreement.

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 notification No. MPP-F(1)2/2005-XIII dated 07.03.2019.

Provided that the Second Party has applied for the respective Clearances/NOCs Lease of Government land complete in all respects within the stipulated time frame corresponding to respective milestones.

Where applicable extension fee/charges will be levied @ Rs. 10,000/- per MW per month.

5.2 HIMURJA shall monitor the progress of the Project periodically and shall also monitor the progress of steps taken/being taken by the Second Party for obtaining the statutory/non-statutory clearances mentioned in Clause 5.1 above and commence the construction work within the time frame specified in Clause 5.1 above. At the end of each quarter, the Second Party shall be required to submit quarterly progress report to the First Party. The first party will be at liberty to cancel the Implementation (greenest (IA)) after a Conference of the Project periodically and shall also monitor the progress of the Project periodically and shall also monitor the progress of steps taken/being taken by the Second Party for obtaining the statutory/non-statutory clearances mentioned in Clause 5.1 above and commence the construction work within the time frame specified in Clause 5.1 above above. At the end of each quarter, the Second Party shall be required to submit quarterly progress report to the First Party. The first party will be at liberty to cancel

## No. 3192030 2 Himachal Government Judicial Paper

### 6. CAPACITY ADDITION:-

- 6.1 If the Second Party enhances the capacity of the project at any stage after allotment then the Second Party shall be required to furnish the up-front premium as applicable at the rates notified by the H.P. Government from time to time.
- 6.2 Second Party shall have to deposit processing fee and security charges afresh for signing of Supplementary Implementation Agreement (SIA) on account of enhanced capacity after accordance of TEC and signing of IA; at the rates applicable at the time of signing of IA.
- 6.3 No fresh NOCs/clearances required from the concerned Gram Panchayats in case allotted installed capacity is enhanced within the allotted domain. However, the Second Party shall be liable to deposit requisite fee/charges in accordance with the revised capacity in line with the prevailing norms of the respective authorities/departments.

### 7. TERMINATION OF AGREEMENT

- 7.1 In the event of stoppage of construction on the main Project components by the Second Party for a period of more than three months for reasons not covered under force majeure and for reasons attributable to the Second Party, the First Party shall, after giving due opportunity to the Second Party, have the right to terminate this Agreement. In such event, the Performance Guarantee, furnished by the Second Party in the shape of Demand Draft as per Clause 3 of the agreement, shall stand forfeited and the Site shall revert to and shall vest in the First Party without any compensation. Notwithstanding any vestment in the First Party under this clause, the Second Party shall be liable to pay all the dues owed to the First Party by the Second Party in pursuance to this agreement.
- 7.2 During the operation of the Project, the Second Party shall ensure free energy to the First Party as per Clauses 12.1 & 19.2 hereafter. In the event of the Second Party (i) not being able to provide free power as per Clauses 12.1 & 19.2 to the First Party for reasons other than transmission failure, or (ii) abandons the Project, the First Party shall have the right to terminate this agreement after serving a notice to the Second Party.

#### 8. LAND

- 8.1 The First Party shall acquire, at the request and expense of the Second Party within the provisions of Land Acquisition Act., 1894, such private lands within the State of Himachal Pradesh as may be required by the Second Party and as considered appropriate by the First Party for the implementation of the Project. The Second Party shall also be allowed to acquire such land through direct negotiations with the owners in accordance with the prevailing laws, rules and regulations in the State.
- 8.2 Land whether private or Government except for permanent structures relating to the Project such as water conductor system, power houses building, switchyard area

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- 8.3 The First Party shall arrange for the short term lease for a period as per the actual requirement not exceeding five years, of Government land required by the Second Party for temporary works for the construction of the Project as considered appropriate by the First Party on such terms, conditions and rates as may be prescribed/fixed by the Government from time to time.
- 8.4 Lease and Lease money to be regulated as per lease Rules of the State Government as notified from time to time.
- 8.5 Private Land of any person/farmers are acquired for the purpose of setting up of power project(s) in the state and concerned beneficiaries claim/opt for exchange of Govt. land instead of money compensation and if the exchange of Govt. land is approved by the First Party on availability of land, the cost of Govt. land will be paid/recovered from the Second Party/executive agency of the project.

#### 9. PROTECTION OF ENVIRONMENT

- 9.1 The Second Party shall make suitable financial provisions in the Project Cost for the Catchment Area Treatment Plans, if required and as may be determined by the GOI, MOEF/State Government. The cost involved on this account shall be paid by the Second Party to the First Party.
- 9.2 The Second Party shall be responsible to maintain ecological balance by preventing deforestation, water pollution and defacement of natural landscape in the vicinity of works area. The Second Party shall take all reasonable measures to prevent any unnecessary destruction, scarring or defacement of the natural surroundings in the vicinity of the Project.
- 9.3 The Second Party shall give an undertaking to the Fisheries Department of the local area that wherever feasible, rearing of fish shall be promoted by the Second Party in consultation with Fisheries Department in the project area at the time of final implementation of the Project. No charges for projects upto 2.00 MW. The projects above 2.00 MW upto 5.00 MW, the Fisheries Department will charge compensation @ 0.50 Lac per MW. Whereas any development conservation projects of Fisheries Department are impacted, separate charges as per Fisheries Department proposal. It will be mandatory to utilize this amount on the same stream/nallah or elsewhere and formulate schemes accordingly.
- 9.4 The Second Party shall ensure that the material excavated from the site shall be dumped in the area duly approved by the Ministry of Environment & Forests, the Government of India/State Pollution Control Board.
- 9.5 In case any existing facilities such as irrigation, water supplies, roads, bridges, buildings, communication systems, power systems and water mills are adversely affected because of the implementation of the Project, the cost of replacement thereof or of the remedial measures, as the case may be, shall be included in the Project cost. Though such facilities shall be mutually identified, listed and finally fixed within four (4) months of signing of this Agreement, the Second Party shall

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- 9.6 The Second Party, 'if ROR Project, shall ensure minimum flow of 15% water immediately downstream of the diversion structure of the Project throughout the year. For the purpose of determination of minimum discharge, the threshold value of not less than 15% of the minimum inflow observed in the lean seasons shall be considered. This minimum discharge is required keeping in mind the serious concerns of the State Government on account of its fragile ecology & environment and also to address issues concerning riparian rights drinking water, health aquatic life, wild life, fisheries, silt and even to honour the sensitive religious issues like cremation and other religious rites etc. on the river banks".
- 9.7 The Second Party shall ensure that the water requirement for construction of the Project including domestic needs for its residential colonies be arranged and harnessed by them from the river sources only and the local sources of water supply shall not be disturbed.
- 9.8 The First Party shall have the right for withdrawal of water from the river course for consumptive use by pumping or by gravity for the purpose of potable water supply and irrigation to the affected villagers.

### 10. REHABILITATION/ RESETTLEMENT:-

The Second Party shall prepare Rehabilitation and Resettlement Plan as per model R&R plan annexed to this agreement for people residing at site as on the effective date and likely to be adversely affected or displaced due to construction of the Project.

#### 11. EMPLOYMENT TO HIMACHALIS

The Second Party shall ensure to employ at least seventy percent of its total manpower, employed whether on regular /contractual/ Sub contractual/ daily basis or employment through any other mode from amongst the bonafide Himachalis at all levels in "A' 'B, & 'C, category of Blocks respectively. The employment condition shall not be applicable to Projects employing only one employee, located anywhere in the State and in the self employed ventures where the owner is running the unit without employing any manpower. In case of violation of this condition at any point of time during the period of construction of the project and during operation & maintenance of the project, the Second Party—shall be penalized and the Second Party shall be liable for further stringent action, including refusal of accepting supply by HPSEB Ltd./any other licensee from the commissioned projects. Labour Department will monitor the employment position

at site as per the provision of Industrial Act. Any violation noticed by Labour Department or HIMURJA will be communicated to the Second Party for rectification. If the Second Party fails to rectify the same within three months, penalty @ Rs. 1000/- per MW for each percentage of shortfalls of violation shall have to be paid by the Second Party. If the violation is repeated for 6 months the penalty amount shall be doubled.

## No 3192027 0 Mimachal Government Judicial Paper

by the First Party in this regard within one month of signing of the IA and thereafter on monthly basis.

### 12. ROYALTY TO GOVERNMENT

- 12.1 Projects upto 2.00 MW capacity:-
- Royalty in the shape of free power, in respect of sale of power within the State (captive use or sale to HPSEB Ltd.), to the State from Duhangan-III (1.00MW) SHEP will be @ 2% 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 @ 12% for next 18 years and beyond that @ 18% upto the date of taking over of the project by First Party referred to in Clause 4.1 of this agreement.
- Note: The free Power quantum to be received on account of free power share of the State will be deferred for the critical period of initial 12 years from the date of achieving Scheduled Commercial Operation Date (SCOD) or Commercial Operation Date (COD) whichever is earlier. The quantum to be deferred shall be recovered during the balance agreement period in a uniform percentage rate for all the ongoing private sector projects which are under construction and various stages of clearances.
- ii) If Second Party makes captive use of Power outside the State or make third party sale, the above rates of royalty shall be 12%, 15% and 24% respectively reckoned from the date the Second Party actually Start making captive use of power outside the State or third party sale.
- 12.2 The balance energy, after adjustment of free energy, may be used/sold by the Second Party in the following manner:-
  - (a) Balance energy shall be made available by the Second Party at the interconnection point to the HPSEBL, wherein HPSEBL will mandatorily purchase the entire power generated from the project at the HPERC determined tariff. This shall be applicable to the projects commissioned after the notification No. MPP (F)-2/2005-XIII dated 10.10.2018.
    - (b) Make captive use or negotiate Third Party within the State of evacuate power for captive use or sale outside the State, no open access charges for the use of interstate transmission network shall be payable by hydro projects having capacity upto 25 MW.

### 12.3 Royalty rates for capacity addition

Continuation of 2006 policy i.e. for project upto 5.00 MW, capacity will be as determined at Feasibility Report (F.R.) approval and TC and no additional free power will be payable. Normal Upfront premium @ Rs.90,000/- per MW on total capacity is payable. If any project, where the allotted capacity is upto 5.00 MW and after capacity addition by way of optimization, it gets shifted to above 5.00 MW category, 3% Additional Free Power shall be levied over & above the rates

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- 12.4 Wheeling charges required to be paid for power to be transmitted within and outside the State shall be determined as per policy of HPSEB Limited/SERC/HPPTCL at that time. Commission will rationalize wheeling tariff to make it equitable so as to provide level playing field to all generators across the State.
- 12.5 Solid tap connectivity at the nearest 11 kV or 22 kV line upto 2.00MW generation capacity will be allowed, with appropriate protection.
- 12.6 No wheeling/transmission charges shall be payable for free energy from the generating station to the interconnection point.

### 13 OBLIGATIONS OF THE PARTIES

Obligations of the Second Party.

- 13.1 Subject to availability, security, and operational factors being met, the Second Party shall permit free use by the First Party and the general public of all service roads constructed and maintained by it for the project. The Second Party shall bear the cost of any of the existing roads required to be improved/ widened for the construction of the project and also bear the incremental maintenance cost.
- 13.2 The Second Party shall undertake the implementation of the Project, keeping in view all stipulated quality control and as well as safety standards and the physical as well as financial parameters of the approved DPR. The Private Investor shall allow access to the authorized representative(s) of the Himachal Pradesh Government/HPSEB Ltd./HIMURJA/any other Agency authorized by Himachal Pradesh Government to all location of the Project to ensure compliance in this regard.
- 13.3 The Second Party shall ensure that the execution, operation and maintenance of the Project is generally in accordance with the DPR approved by the HPSEB Ltd./First Party. The First Party shall ensure that the Planning/Design/Construction of any other Hydro-electric Project upstream/downstream of the Project shall not affect the annual energy generation at the Project adversely. The Second Party shall also have no claim on account of development of any upstream and downstream Project in future, which may be constructed with the approval of the First Party unless such development adversely affects the scope of the Project.
- 13.4 The Second Party shall be fully responsible for any damage or loss arising out of the construction, operation or maintenance of the Project to any property or person and also undertake to indemnify the First Party on such account subject to force majeure. The First Party shall then hold the Second Party accountable for any such damage or loss.
  - The Second Party shall pay all taxes and duties or other levies etc. to the Government of India/Himachal Pradesh Government as per statutory rules in force

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### Himachal Government Judicial Paper

### Obligations of the First Party:-

13.7 If any approval is required under the laws of India for the Second Party, the lenders, or any Contractor with respect to the Project, upon due and timely application therefore being made by the Second Party, First Party shall take all reasonable and appropriate steps within its administrative power, as permissible by law, to ensure that such approval is granted expeditiously, if such grant is permissible under the law.

#### 14. POWER EVACUATION

- 14.1 Evacuation of power from the Project upto the HPSEB Ltd./HPPTCL/ Regional Grid Sub-station, as provided in the TC shall be the responsibility of the Second Party and shall be a part of the Project.
- 14.2 The transmission system covered under this Project may be used for evacuation of power from other projects on the directions of the State Transmission Utility. In such situation the wheeling charges for common transmission system shall be as decided by HPERC.
- 14.3 The Second Party shall follow the directives of State Load Dispatch Centre (SLDC) in the interest of the integrated grid operation. Any dispute with reference to the integrated operation will be referred to the competent authority whose decision shall be final. Pending the decision of the competent authority the SLDC's directions shall prevail in the interest of smooth operation of the grid.

### 15. FORCE MAJEURE

- 15.1 Notwithstanding the provisions of the Clauses 3, 7.1 and 7.2 above, the Second Party shall not be liable for the forfeiture of its Performance Guarantee or termination for default, if the non-performance or the delay in the discharge of its obligations under this agreement is the result of an event of force majeure.
- 15.2 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's fault or negligence. Such events may include war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity, earthquakes, cloudbursts, landslides and excessive snow.
- 15.3 If a Force Majeure situation arises, the Second Party shall promptly intimate the same to the First Party in 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.

### 16. ARBITRATION:-

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

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#### 17. TRANSFER OF PROJECT TO SUBSIDIARY GENERATING COMPANY

- 17.1 In case of bonafide Himachalis/Co-operative Societies/Companies/Voluntary Societies/ Trusts/Partnership concerns/Sole Proprietorship concerns comprising wholly of bonafide Himachalis to whom project upto 2.00 MW and above 2.00 MW upto 5.00 MW capacity is allotted, the Government may considers the request of the promoters to transfer ownership wholly or partially to any other Himachalis/Co-operative Societies/ companies/Voluntary Societies/Trusts/ Partnership concerns/ Sole Proprietorship concerns comprising wholly of bonafide Himachalis, at any stage after allotment.
- 17.2 Change in name/dilution of shares by Himachali allottee to Non-Himachalis is allowed to the extent of maximum of 49% at any stage after allotment and full disinvestment after two years of actual date of commissioning of the project. In the event of any contravention, the First Party shall terminate the IA forthwith at any stage.

#### 18. MISCELLANEOUS

- 18.1 Save as provided aforesaid none of the parties hereto shall assign their respective rights and obligations under this agreement without the prior consent in writing of the other party to the agreement.
- 18.2 Each party agrees that it shall not divulge any trade, commercial or technical secrets or confidential matters of one another to any third party save for the purpose of Implementation of the Project.
- 18.3 The Second Party agrees to have its corporate/business office within the State of Himachal Pradesh.
- 19. COMPOSITION OF LADF:-The LADF shall comprise of contribution by project based on project cost and 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.

### 19.1 Prior to Commissioning of the Project

- 19.1.1 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.
- 19.1.2 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.

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19.1.3 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.

### 19.2 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.

### 19.3 REALIZATION OF LADF CONTRIBUTION

### 19.3.1 Prior to Commissioning of the Project

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

- a) 25% amount within twenty four (24) months of signing of Implementation Agreement (IA) i.e. at the time of achieving zero date after obtaining all statutory and non-statutory clearances and achieving financial closure.
- b) Balance 75% amount in three equal annual installments during construction period of the project. The first installment will be paid within three months of Zero date as given in the IA or 31<sup>st</sup> December, whichever is later and thereafter by 31<sup>st</sup> December on annual basis.
- 19.3.2 If Second Party wishes to make a contribution in advance of this schedule, it will be accepted.
- 19.3.3 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.
- 19.3.4 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 Notification No. MPP-F(1)2/2005-XI, dated 17<sup>th</sup> August, 2016 (amended from time to time).

### 19.4 After Commissioning of the Project

The 1% free power contribution to LADF shall be sold by the State Government alongwith its share of 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

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### Himachal Government Judicial Paper

Additional Free Power on account of Local Area Development Fund (LADF) as under:-

- (a) 50% of the total amount of LADF to be divided to all families in PAA equally subject to BPL families getting higher amount as per the policy notified on 05/10/2011.
- (b) Balance 50% of the total amount of LADF to be divided between the families in ratio of the land acquired in their respective Panchayat subject to BPL families getting higher amount as per the policy notified on 05/10/2011.

### 20. Tariff Determination:-

The tariff shall be determined by HPERC with respect to date of achieving COD of the project instead of the date of signing of IA. However, this condition shall be applicable only if the project is completed within the stipulated time period as approved in Technical Concurrence (TC) after achieving the zero date except force majeure conditions or reasons not attributable to the developers.

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

For Second Party

Addl. Chief Secretary (NES), to the GoHP, Himachal Pradesh Secretariat, Shimla (H.P.)-171002

M/s Dhomya Rishi Jamdagni Hydro Power Pvt. Ltd.

Special Secretary (NES), to the GoHP-cum-Chief Executive Officer, HIMURJA, Block-8A, SDA Complex, Kasumpti, Shimla (H.P.)-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.

### 22 GOVERNING LAWS

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.

23 Any violations of the above-mentioned issues concerning policy parameters, IA

# No 3192021 2 Dimachal Government Judicial Paper

- 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 Govt. will be at liberty to take legal action against them.
- Second Party agrees that in case of any inadvertent omission or commission or mistakes, appearing in this Agreement (IA), 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 Hydro Power Policy/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 AUTHORISED REPRESENTATIVES ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

For and on behalf of

For and on behalf of

Government of Himachal Pradesh

M/s Dhomya Rishi Jamdagni Hydro Power Pvt. Ltd

(Rupali Flakur, IAS) Special Secretary (NES)

Special Secretary (NES) to the Govt. of H.P.

WITNESSED BYMURJA

Er. Sanjeev Gautam

Project Manager (SHP)

Himurja, Kasumpti Shimla-9

Er. B.N Sharma

Project Officer (SHP)

Himurja, Kasumpti Shimla-9

(Mr. Rahul Kumar ) Authorized Signatory

WITNESSED BY

End born

Manual Kums

#### HIMURJA

(HP Govt. Energy Development Agency) Urja Bhawan, Kasumpti, Shimla-171 009.

No. HIMURJA/SHP- 5628

Dated: 2021 08-11-2021

Mrs. Dhomya Lishi Jamdagni Hydro Power Prt. Ltd.

.. H. No. 99 . Hard No 2. A khara Bazar , Teheil & Dist- kully. 175143.

Subject:-

Implementation Agreement for Duhangan-III (1.00MW) in District Kullu (H.P.)

Dear sir,

This has reference to Implementation Agreement (IA) & Tripartite Agreement of Duhangan-III (1.00MW) in District Kullu (H.P.) signed by you with H.P Govt. on 8-11-2021 Enclosed please find one set of Implementation Agreement in original along with annexure for information and record at your end. You are requested to attend to the following points in regard to the projects being executed by you.

The requisite works of land acquisition, obtaining of clearances, no-objection certificate i) and mobilization of work force & machinery is initiated immediately for timely

completion of the project.

Sign boards highlighting various details as per Annexure-A be prepared and fixed at the ii)

main road on the bifurcation and at the proposed site of the project.

A proforma (Annexure-B) showing the details of various activities required for the execution of HEP is enclosed with the request that all these activities including more, if any, be incorporated in the construction schedule for Duhangan-III (1.00MW) project and copies of the same be sent to us in quadruplicate within one month. The Bar Charts for Duhangan -III project be accordingly prepared after planning and fixing all the requisite activities and submitted to this office in quadruplicate within one month.

iv) Quarterly progress report in respect of Duhangan-III (1.00MW) project on the prescribed proforma (Annexure-C) for four quarters i.e. Jan-March, April-June, July-September and October-December be sent to this office by the 10th of the succeeding month

regularly and in time positively.

Information regarding the staff employed for Duhangan-III (1.00 MW) whether v) Himachalis or Non-Himachalis, Skilled & Semi-Skilled with their complete residential

address be supplied regularly on monthly basis.

If at a later stage, it is found that some information has been suppressed or false vi) documents have been supplied by you at the time of submission of application or subsequently, the whole responsibility will be yours and Govt. will be at liberty to take legal action against your firm.

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.

Second Party agrees that in case of any inadvertent omission or commission or mistakes, appearing in Implementation Agreement (IA), 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 Hydro Power Policy/Rules and Guidelines if the State Government that may be enforced from time to time.

This may be treated as most urgent and receipt of this letter may kindly be acknowledged.

Encl:- A/A

Yours sincerely.

Chief Executive Officer,

HIMURJA

Endt. No.: - A/A 5629-42

Dated: 08-11-2021 Copy of Implementation Agreement & Tripartite Agreement of Duhangan -III (1.00MW) SHEP in District Kullu (H.P.) in respect of M/S. Dhomya Rishi Jamdagni Hydro Power Pvt. Ltd forwarded to the following for information & record at their end please.

- The Additional Chief Secretary (NES), to the Govt. of H.P., Shimla-171002 a/w one i) set of IA in original.
- The Additional Chief Secretary (MPP & Power), to the Govt. of H.P., Shimla-171002. ii)
- The Additional Chief Secretary (Revenue), to the Govt. of H.P.., Shimla-171002. iii)
- The Principal Secretary (Home), to the Govt. of H.P., Shimla-171002. iv)
- The Pr. Chief Conservator of Forest, Forest Department, Talland, Shimla-171001. i)
- The Director, Directorate of Energy, Shanti Bhawan, Phase-III, Sector-VI, New ii) Shimla (H.P)- 171009.
- The Deputy Commissioner, Kullu (H.P). iii)
- The Managing Director, HPTCL, Himfed Bhawan, Panjari, Shimla-171004. viii) ix)
- The Chief Engineer (SO& P), HPSEBL, Vidyut Bhawan, Shimla-171004.
- The Member Secretary, PCB, BCS-III, New Shimla (H.P)-171009. X) xi)
- The Director (SHP), MNRE, Block No. 14, CGO Complex, Lodhi Road, New Delhi-110003.
- The Director-cum-Warden of Fisheries, Himachal Pradesh, Bilaspur, District Bilaspur XII) (H.P.).
- The Labour Commissioner-cum-Director, Employment H.P., HIMRUS Building, xiii) Near HIMLAND Hotel, Shimla (H.P.).

The Project Officer, HIMURJA, Kullu (H.P) with a direction to ensure regular xiv) monitoring & compliance.

> Chief Executive Officer, HIMURJA



हिमाचल प्रदेश HIMACHAL PRADESH

189656

#### AGREEMENT FOR CHANGE IN NAME

#### Duhangan-III HYDRO ELECTRIC PROJECT (1.00 MW) IN DISTRICT KULLU HIMACHAL PRADESH

THIS TRIPARTITE AGREEMENT is made on this 8th day of the month of Nov., 2021 (Two Thousand Twenty One) between THE GOVERNMENT OF HIMACHAL PRADESH through the Special Secretary (NES), to the Government of H.P.-cum-Chief Executive Officer (HIMURJA), having its office at URJA Bhawan, Block 8-A, SDA Complex, Kasumpti, Shimla (H.P.)-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,

M/s. Jamdagni Hydro Power having its Registered/Head Office at Village & P.O. Jagatsukh, Tehsil- Manali, District Kullu 175143 (hereinafter referred to as the "Second Party") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, through Mr. Hari Chand Sharma, Authorized Signatory who is duly authorized vide resolution No. nil, dated 20-9-2021, to execute this Agreement, of the SECOND PART.

M/s Dhomya Rishi Jamdagni Hydro Power Pvt. Ltd.; a company incorporated and registered under the provisions of Companies Act, 2013; having its Registered/ Head office at House No 99, Ward No2, Akhara Bazar, Tehsil & District Kullu 175143 (hereinafter referred to as the "Third Party") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, through Mr. Rahul Kumar, Authorized Signatory, who is duly authorized by the competent authority of the Company resolution No. nil, dated 10-9-2021, to execute this Agreement, of he OTHER PART.



हिमाबल प्रदेश HIMACHAL PRADESH

D 189653

WHEREAS, the Government had issued consent letter dated 21-6-2016 for the implementation of 1.50 MW capacity Duhangan-III Hydro Electric Project in District Kullu, Himachal Pradesh (hereinafter referred to as project) TC was accorded by DoE for 1.00.MW capacity vide letter No DoE /CE( Energy ) TC-Duhangan-III/2021-678-87dated 28-4-2021; and

WHEREAS, the Project is envisaged on Duhangan khad a tributary of Beas River in Beas Basin, District Kullu (H.P.) between the elevations ± 2032M to ± 1968m; and

WHEAEAS the Second Party intends to transfer/assign all assets, liabilities, obligations, rights, privileges, benefits and statutory/non statutory clearances obtained of the project, to the Third Party, accrued to it under consent, 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 21-6-2016 issued by the State Government to the Second Party.

WHEREAS, the Government has been approached by the second party for transfer of all its rights, obligations and statutory/non-statutory clearances obtained in favour of third party as per provisions of Hydro Power Policy, 2006 and subsequent amendments thereof; and

Special Secretary (NES) to the Govt. of H.P.cum-CEO HIMURJA Shimle-171 000





Nº 1783226 2 Himachal Government Judicial Paper

WHEREAS, the First Party has consented the approval vide letter No. NES-F(2)-15/2016 dated 15-6-2021to the change in name of the firm from M/S. Jamdagni Hydro Power to M/s Dhomya Rishi Jamdagni Hydro Power Pvt. Ltd and transfer of all assets, liabilities, rights, obligations, benefits and statutory/non statutory clearances obtained by the Second party, to Third Party arising out of the consent dated 21-6-2016 issued by the First Party., and

Whereas, the Third Party has deposited the requisite fee amounting to Rs 25,000/- (Rupees twenty five thousands) only on account of change in name through DD.No. 136532 dated 14-9-2021; in favour of the Director, Himurja, Shimla-9, and

WHEREAS, the Third Party has established Registered Office/Head Office at House No 99, Ward No2, Akhara Bazar, Tehsil & District Kullu 175143 in Himachal Pradesh; and.

WHEREAS, the Third Party has agreed to accept the conditions of Hydro Power Policy 2006 and subsequent amendments thereof for which Implementation Agreement shall be signed separately with the new entity; and

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

- That the Government hereby grants its consent to transfer/assign all the assets, liabilities, i) 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 21-6-2016 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 21-6-2016 Third Party i.e. M/S. Dhomya Rishi Jamdagni Hydro Power Pvt. Ltd should ensure that share holding as approved by the Government vide letter No. NES-F(2)-15/2016 dated 15-6-2021, 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 without prior approval of the First Party, 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 21-6-2016 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

### Nº 2133078 Himachal Government Judicial Paper

- All the terms and conditions of the Consent, dated 21-6-2016 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 21-6-2016 the same shall be read, construed, mean and deemed to be referred to as the third party.
- That the third party agrees to perform the Consent dated 21-6-2016 as if they were the V) original party of aforesaid Consent, dated 21-6-2016 in place of second party. In witness whereof the parties have set their hands as under:-

For and on behalf of

for and on behalf of

for and on behalf of

Government of H.P.

M/s. Jamdagni Hydro Power M/s Dhomya Rishi Hydro Power

Pvt. Ltd

(Rupali Phakur, IAS) Special Secretary (NES)

Special Secretary (NES)

(Er Sanjeev Gautam) Project Manager (SHP). HIMURJA, Shimla

Project Officer (SHP) HIMURJA, Shimla

(Sh.Hari Chand Sharma )

Auth Signatory

(Sh.Rahul Kumar.)

Auth. Signatory



#### GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

#### Certificate of Incorporation

[Pursuant to sub-rection (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that DHOMYA RISHI JAMDAGNI HYDRO POWER PRIVATE LIMITED is incorporated on this fitth day of February Two thousand twenty under the Companies Act, 2013 (18 of 2013) and that the company is

The Corporate Identity Number of the company is U40108HP2020PTC007804.

The Permanent Account Number (PAN) of the company is AAHCD6521H

The Tax Deduction and Collection Account Number (TAN) of the company is PTLD14791A

Given under my hand at Manesur this Fifth day of February Two thousand twenty

Separation Resident

Digital Signature Certificate
Mr Parvinder Singh
DEPUTY REGISTRAR OF COMPANIES
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and disclarations of the applicant(s). This certificate is neither a ficense nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on when meaning it.

Mailing Address as per record available to Registrar of Companies office: DHOMYA RISEU JAMDAGNI HYDRO POWER PRIVATE LJMITED VILLAGE AND POST OFFICE JAGATSUKH, TEHSIL MANALL, MANALL, Kulu, Hinachal Pradesh, India, 175143

1

\* as issued by the Income Tax Department

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)] FORM NO. INC-33

#### SPICE MOA

Page 1 of 4

(e-Memorandum of Association)

MOA language:	English	CHindi			
SRN of RUN	R2	29524949		Pre-fit	
* Table applicable to co	mpany a	s notified under schedule I	of the co	mpanies Act, 2013	3 A
Table A- MEMORANDUI	M OF ASS	OCIATION OF A COMPANY I	IMITED 8	Y SHARES	<u>C</u>
1. The Name of the Com	pany is	DHOMYA RISHI JAMDAGN	II HYDRO	POWER PRIVATE L	IMITED
2.The Registered office of	f the con	npany will be situated in the	state of	Himachal Prade	sh-HP
3.(a)The objects to be purs	ued by th	ne company on its incorpora	ition are		
3.(b)Matters which are nec	essary for	r furtherance of the objects	specified	in clause 3/a) and	
(1) To receipt of contract amout (2) To do all or any of the acts in conjunction with others. (3) To remunerate any firm, per promotion or formation of the Copaid -up in full or in part or other (3) To pay all costs, charges are establishment and advertisemed by the Company. (4) To enter into contracts or at and also to enter into any arranged and to enter into any arranged and also to enter into any arranged and also to enter into any of the (6) To lease, sub-lease, hire, pideal in any properties, factories housing and carrying on the but other purpose as the Board of IC) To enter into, undertake and supply or use of materials, macincidental to carrying out the objective and the annotation and the annotation and the carrying out the objective and the annotation and the an	int in foreign or things a rison or both company, it is riving and expension of the Company of t	gn currencies & repatriate the all is mentioned in the main object dy corporate rendering services either by cash payment or by all es incurred or sustained in or a Company or which the Companits or other dealings for more eleth any Government or Authoritic change, let on hire; import, expess, articles and things capable by customer or person having detriand to manufacture, experimes carried on by the Company cense or otherwise acquire and offices, guest houses, employed the Company or for its employal think expedient for the benecontracts or other arrangements of the Company.	mount out is either as a to the Couloment to bout the for y shall condition to condition the condition of being used in good and the common to	side India principals, contracto impany, including with him or them of share imation, registration, sider to be preliminal suct of the business of persons or companie I in all works, plant, red in any business with the Company or white inder marketable and pose of, construct, a dation, godowns, with s or other persons of company, parties for any transa services necessary free	of the Company or any part thereof is that may seem conducive to the machinery, tools, appliances, which the Company is competent to sich may seem capable of being d otherwise deal in all products and liter, modify, develop or otherwise archouses, or other structures for ir for any other persons or for any
Mrs. Othomya	Rishi Jamd	legal Hydro Power Pvt. Ltd.	25:190	4	Page 1 o
		I December			

Authorised Signatory

(9) To recruit, train and develop a pool of technical, managenal and administrative personnel including staff, employees, agents, for the Company or any subsidiary, affiliate or group companies or any other company, firm or other person, particularly where such companies. firms or persons are engaged in any business related to the business of the Company.

(10) To employ, engage, appoint, retain or otherwise procure, suspend or terminate the services of professionals, consultants, engineers. design consultants, technicians, legal and financial advisors, or other experts and to imbibe innovation and modern management

techniques in the functioning and businesses of the Company

(11) To retrench, lay-off, suspend, terminate the appointment of or dismiss executives, managers, assistants, support staff and other employees and to remunerate them at such rates as may be thought fit.

(12) To adopt such means of making known the articles, goods, products, appliances manufactured or dealt in or processes and services provided by, or at the disposal of the Company, as well as properties, assets and effects of the Company as may seem expedient, in particular by advertising in the press and through billboards, hoardings, motion pictures, by broadcasting, telecasting or by publication of books, periodicals and any other material convenient to the Company, by participating in trade fairs, exhibitions and by granting prizes.

(13) To acquire, and possess the whole or part of the business assets, property, goodwill, rights and liabilities of any persons, society,

association or company carrying on any business

(14) To appoint dealers, sub-dealers, agents, sub-agents, distributors, sole selling agents, sole concessionaries, either in India or any place in India, for the efficient conduct of the bus iness of the Company, and remunerate them for their services

(15) To take and/or provide discounts or to approve other terms of payment or credit in relation to any sums owing to or due from the Company and to impose or agree to pay any interest thereon or to write off any such sums or parts thereof.

(16) To pay for any property or rights acquired, either in cash, against debentures, or in fully or partly paid shares, or by the issue of

securities, or by providing services and generally in such terms as may be determined and agreed upon

(17) To carry on research and development activities on all aspects related to the business and objects of the Company (18) To undertake all types of technical, economic, and financial investigations and aid or assist or enter into partnership with any institution, university, company, partnership, firm or person or persons conducting such research or study and to subsidize, endow and assist workshops, libraries, meetings, lectures, and conferences and do suc hiother acts to generally encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered to assist any of the businesses of

(19) To identify projects, project ideas, to prepare profiles, project reports, and undertake market research, feasibility studies, pre-investment studies and investigation of industries on a micro and/or macro level and to render appropriate services, to identify scope and potential for economic and industrial development in any particular geographical area or location whether in India or abroad. (20) To acquire from any person, firm or body corporate, whether in India or elsewhere, technical information, know how processes, engineering, manufac turing and operating data, plans, lay-outs and blue-prints useful for the design, manufacture, erection and operation of plant and machinery, required for any of the businesses of the Company and to pay remuneration thereof in any currency by way of lump-sum or instalments or fees or royalties

(21) To develop and/or furnish to any person, firm or body corporate whether in India or elsewhere, technical information, know-how, processes, engineering, manufacturing and operating data, plans, lay-outs and blue-prints useful for the design, manufacture, erection and operation of plant and machinery, required for any of the businesses of the Company and to obtain remuneration thereof in any currency

by way of lump-sum or instalments or fees or royalties or through any other arrangement.

(22) To apply for, purchase, or otherwise acquire, protect or prolong any patent, design, concessions, trademarks, copyrights and the like, conferring an exclusive or non-exclusive or limited right of use, or any secret or other information and/or systems, processes of the Company or which the Company may develop or acquire or propose to develop or acquire

(23) To apply for, purchase or otherwise acquire brand names/service marks for the products manufactured and the ser vices rendered by the Company, from any company, firm, or other person anywhere in the world, particularly international brand names/ service marks of the Company's holding or group companies

(24) To expend money for improving or seeking to improve any patents, rights, inventions, discoveries, or information and/or systems, processes of the Company or which the Company may develop or may acquire or propose to develop or acquire (25) To use, exercise, develop, self, assign, grant licenses or otherwise turn to account the property, rights and information so acquired. (26) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension. superannuation, provident, welfare and education funds and trusts for the benefit of any person who is or was at any time in the employment or service of the Company or any subsidiary or affiliate of the Company, or who is or was at any time a director of the Company or of any such other company as aforesaid and the spouse, family and dependants of any such person.

(27) To provide for the welfare of employees or ex-employees of the Company and their spouses or the dependants of such persons by grant of money, pensions, allowances, bonus or other payments or by contributing to other associations, institutions, funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other

assistance as the Company may think fit.

(28) To purchase, hire or use all kinds of vehicles including cars, heavy transport vehicles, and aircraft, for the purpose of transportation of equipment, materials, employees and managerial personnel or for any other purpose.

(29) To acquire and hold one or more memberships or membership privileges in stock/security exchanges, commodity exchanges, clearing houses in any other trade or service associations which memberships, or membership privileges are likely in any manner to facilitate the conduct of the Company's business.

(30) To purchase, take on lease, exchange, mortgage, charge, hypothecate, encumber, hire or otherwise acquire or dispose of any moveable or immoveable property including lands, buildings, and flats of any description in India or elsewhere.

(31) To purchase, take on lease, exchange, mortgage, charge, hypothecate, encumber, or otherwise acquire or dispose of any other rights and privileges which the Company may think fit, and in particular of shares, debentures, or securities of any other company and to give any warrantes in connection therewith as the Company shall think fit.

(32) To deal in, sell, mortgage, let out or otherwise dispose of the businesses, undertaking or all or any of the property and assets for the time being of the Company, or any part thereof, for such consideration and on such terms, as the Company thinks fit, particularly for shares, debentures, or securities of any other company and to give any warranties in connection therewith as the Company shall think fit. (33) To promote, invest or assist any companies for the purpose of acquiring all or any of the property, rights and liabilities of such companies, which may seem beneficial to the Company.

(34) To enter into joint venture, partnership, or any other arrangement for joint working in business, sharing profits or for co-operation or for mutual assistance or form, promote, subsidize and assist companies and partnerships of all kinds with any person, firm or company or to acquire or carry on any other business (whether manufacturing or otherwise) auxiliary to the business of the Company or connected

Mile. Dihomya Rishi Jamdagni Hydro Power Pvt. Ltd.

Page 2 of 4

Therewith or which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property or to amalgamate with any person, firm or company carrying on or about to carry on any business or transaction included in the objects of the Company or any other similar business, in India or abroad.

4. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

5. The share capital of the company is

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00.000.00		

rupees, divided into.

500,000.00	Equity	shares of	10.00	rupees each	

6 We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names;

Authorized Signification

S.No.			Subscriber Details	s			
	Name, Address, Description	n and Occupation	DIN/PAN/Passport Number	No. o		DSC	Dated
V 4	HARI CHAND SHARMA S/o Sh VILLAGE JAGATSUKH, POST O DISTT.KULLU MANALI HP 175	FFICE JAGATSLIKH	AXAPS1661E	5000	Equity	HARI Open Open Open Open Open Open Open Open	04/62/20
	RAHUL KUMAR S/o Sh. SARDA IEWELLERS,KULLU, AKHARA B 175101 IN. (BUSINESS)	RI LAL R/o.GANPATI AZAR, DISTT. KULLU, HP	AISPK5259P	5000	Equity	RAHU openin special sp	04/02/20
	Total	Shares taken		10,000.0 0	Equity		
		Si	gned before Me				
lame		Address, Description	on and Occupation	Numb	ership	DSC	Dated
	SANJEEV VERMA	H. NO. 34, WARD NO RAGHUNATHPUR, KI PRADESH-175101	). 5, ULLU, HIMACHAL	ADAPV	2424N	SANJOUNN EEV SALES VER DOP VER NOTICE MA 195 ST	04/02/20

Mis, Oliomya Rishi Jandagni Hydra Power Pvt. Ltd.

1200

Authorised Signatory

[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)] FORM NO. INC-34

SPICe AOA

(e-Articles of Association)

AOA	A lang	juage	€ English ← Hindi
SR	N of R	UN	R29524949 Prefill
*Tel	ole F	¬	
181	ole L	as	notified under schedule   of the companies Act, 2013 is applicable to the company
L			DHOMYA RISHI JAMDAGNI HYDRO POWER PRIVATE LIMITED
			A COMPANY LIMITED BY SHARES
		Articl e No	Description
			Interpretation
		1	(1) In these regulations —  (a) "the Act" means the Companies Act, 2013, (b) "the seal" means the common seal of the company. (c) "Company" is a private limited company within the meaning of Sections 2(68) of the Companies Act, 2013 and means a company having minimum paid-up share capital as may be prescribed under the Act from time to time, and which by its articles—  (i) restricts the right to transfer its shares; (ii) except in case of One Person Company, limits the number of its members to two hundred. (iii) prohibits any invitation to the public to subscribe for any securities of the company.  (2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.
			Share capital and variation of rights
		1	Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
		2	(i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, —  (a) one certificate for all his shares without payment of any charges; or  (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.  (ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.  (iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders
		3	(i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.
		-	(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.
		4	Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

In		(i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40.
	5	provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.  (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under
	100	sub-section (6) of section 40.
		(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
	6	(i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
		(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one- third of the issued shares of the class in question.
	7	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
	8	Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.
		Lien
		(i) The company shall have a first and paramount lien
		<ul><li>(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and</li><li>(b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies</li></ul>
	9	presently payable by him or his estate to the company:  Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
		(ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
		The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:
	10	Provided that no sale shall be made
	10	(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
		(i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof
	11	(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
		(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
	12	(i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.  ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares
		before the sale, be paid to the person entitled to the shares at the date of the sale.
		Calls on shares
	13	(i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times: Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.
		(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.
		(iii) A call may be revoked or postponed at the discretion of the Board.

I		14	A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
		15	The joint holders of a share shall be failed
	-	16	(i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.
-	+	-	(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
		17	on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such
		18	The Board  (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
			Programme and the second secon
			Transfer of shares
		19	(i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferoe.  (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
		20	The Board may, subject to the right of appeal conferred by section 58 decline to register —  (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or  (b) any transfer of shares on which the company has a lien.
			The Board may decline to recognise any instrument of transfer unless (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;
		21	(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
		22	the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:  Provided that such registration shall not be suspended for more than thirty days at accuracy for the suspended for more than thirty days at accuracy for the suspended for more than thirty days at accuracy for the suspended for more than thirty days at accuracy for the suspended for more than thirty days at accuracy for the suspended for more than thirty days at accuracy for the suspended for more than thirty days at accuracy for the suspended for more than thirty days at accuracy for the suspended for more than thirty days at accuracy for the suspended for more than thirty days at accuracy for the suspended for more than
		_	than forty-five days in the aggregate in any year.
			Transmission of shares
		23	(i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares  (ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
		24	(i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either —  (a) to be registered himself as holder of the share; or  (b) to make such transfer of the share as the deceased or insolvent member could have made.  (ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

	1		Tely Man.
		1	(i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall delive or send to the company a notice in writing signed by him stating that he so elects.
		25	(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
			(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that
		26	Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered
-	-		thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.
			Forfeiture of shares
		27	If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
			The notice aforesaid shall
		28	(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
			(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
		29	If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeiled by a resolution of the Board to that effect.
		30	(i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
			(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
		31	(i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.  (ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
			such monies in respect of the shares.  (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
		32	(ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
			(iii) The transferee shall thereupon be registered as the holder of the share; and (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
		33	The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
			Alteration of capital
_	-		

	34	The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
		Subject to the provisions of section 61, the company may, by ordinary resolution,
		(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
	35	<ul> <li>(b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;</li> </ul>
		(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
		(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
		Where shares are converted into stock,
	36	(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
		(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.  (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the
		moves sitate and shareholder in those regulations shall include "stock" and "stock holder research in the
	37	The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,  (a) its share capital;  (b) any capital redemption reserve account; or  (c) any share premium account.
		Capitalisation of profits
		(i) The company in general meeting may, upon the recommendation of the Board, resolve
		(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and
		(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
	38	(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (ii), either in or towards —
		<ul> <li>(A) paying up any amounts for the time being unpaid on any shares held by such members respectively:</li> <li>(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;</li> <li>(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);</li> </ul>
		(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares; (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
		(i) Whenever such a resolution as aforesaid shall have been passed, the Board shall
		(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and (b) generally do all acts and things required to give effect thereto.
		(ii) The Board shall have power
	39	(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it

_	-	thinks fit for the case of shares becoming distributable in frections; and
		(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;
		(iii) Any agreement made under such authority shall be effective and binding on such members.
		Buy-back of shares
	40	Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.
		General meetings
	41	All general meetings other than annual general meeting shall be called extraordinary general meeting.
		(i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
100.00	42	(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.
		Proceedings at general meetings
	43	No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
		(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
	44	The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
	45	If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
	46	If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.
		Adjournment of meeting
		(i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
	47	(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
		(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
		(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
		Voting rights
		Subject to any rights or restrictions for the time being attached to any class or classes of shares
	48	(a) on a show of hands, every member present in person shall have one vote; and (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
	49	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
	50	(i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

		(ii) For this purpose, senority shall be determined by the order in which the names stand in the register of members.
	51	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
	52	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
	53	No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid
	54	<ul> <li>(i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.</li> <li>(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.</li> </ul>
		Proxy
	55	The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
	56	An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105
	57	A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:  Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
		Board of Directors
Ø	58	The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them. The first directors of the company shall be:  1. MR. HARI CHAND SHARMA 2. MR. RAHUL KUMAR
		(i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
	59	(ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them —  (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or  (b) in connection with the business of the company.
	60	The Board may pay all expenses incurred in getting up and registering the company.
	61	The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register, and the Board may (subject to the provisions of that section) make and vary such regulations as it may thinks fit respecting the keeping of any such register.
	62	All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine
	63	Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
	64	(i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.  (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

			Proceedings of the Board
		65	The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
-	_	1	(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
		66	
	+		(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
		67	is reduced below the quorum fixed by the Act for a meeting of the Board, but, if and so long as their number may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for partitions and the company of the company.
			(i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
Ī		68	(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be
		69	(i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
_	_		(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.  (i) A committee may elect a Chairperson of its meetings.
		70	(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
	П		A committee may meet and adjourn as it thinks fit.
		71	(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members
		72	notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one as valid as if every such director or such person acting as aforesaid, or that they or any of them were disqualified, be
		73	Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or convened and held.
			Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
П			Subject to the provisions of the Act,
		74	(i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may thinks fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
			(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial
		75	A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.
			The Seal
7			(i) The Board shall provide for the safe custody of the seal.
	J	76	(ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two

		directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.
		Dividends and Reserve
	77	The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
	78	Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
	79	(i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either he employed in the
		(i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.
	80	(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.  (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
	81	The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
	82	(i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
	83	(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
	84	Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act,
	85	No dividend shall bear interest against the company.
		Accounts
	86	(i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.  (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.
		Winding up
		Subject to the provisions of Chapter XX of the Act and rules made thereunder —  (i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.
	87	(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or

		(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.
		Indemnity
	88	Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
		games to him by the court of the Tributial.

			Subscriber Details		- 1		
s. NO	Name, Address, Descr	iption and Occupation	DIN/PAN/Passpor Number	t Plac	e	DSC	Dated
1		o Sh. INDER SINGH R/o. OST OFFICE, JAGATSUKH, 175131 IN. (BUSINESS)		KULLU		PARI SONS SONS CHAND STATION SHARW	04/02/2020
2		ARDARI LAL R/o.GANPATI RA BAZAR, DISTT. KULLU, S)	AISPK5259P	KULLU		RAHUL MINELY KUMAR TESTET	04/02/2020
		S	igned Before Me				
	Name	Address, Description	and Occupation	DIN/PAN/ Passport Number/ Membership Number	Place	DSC	Dated
	SANJEEV VERMA		ARD NO. 5, /	ADAPV2424N	KULLU	SANJ EEV VER BOSING	

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Mir. Okomya Pishi Jamdagni Hydra Power Pvt. Ltd. Authorised Signatory

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#### UNDERTAKING

We , M/s Jamdagni Hydro Power, executing **Duhangan III 1 M/w Small Hydro Electric Power Project** do hereby undertake not to change the proposed alignment of different component of the project.

Date: 16-11-20

Place: Kully

M/s Jamdagai Hydro Power

M/s Jamdagai Hydro Rowspry



#### UNDERTAKING

It is certified that in case of any extra land over and above the approved land for the diversion is affected during the construction work of **Duhangan III 1 M/w Small Hydro Electric Power Project** the user agency i.e M/s Jamdagni Hydro Power pvt ltd shall be liable for penal action under IFA, FCA and any other forest's acts and damages will be paid by the user agency to the forest department at once. It is further certified that we shall not carry out work on proposed land to be diverted till approval of competent authority is obtained and all term & conditions are fulfilled by us.

Date: 16-11-20

M/s Jamdagni Hydro Power Authorised Signatory

Mrs. Jamdagan Hydro

C/s by

Divisional Forest officerer Forest Division Kullun, Kullu



#### **CERTIFICATE**

It is certified that total 18 Nos. trees are involved in the forest land proposed to be diverted for the construction of **Duhangan III 1 M/w Small Hydro Electric Power Project**. The land proposed to be diverted has been jointly inspected by the Joint inspection committee and all other alternatives for the purpose has been explored to minimize the forest land and trees .At the time of site inspection it has been found that the proposed land is with minimum tree cover . Hence the trees involved in the proposed alignment selected by the joint inspection committee are minimum and unavoidable.

Date: 16-11-20

Place: \cultu

M/s. Jamdagani Hydro Power

M/s Samdagni Hydro Powerory

C/s by

Divisional Forest officer Forest Division Kullu

VPO Jagat Sukh Teh. Manati Distr. Kullu (HP)

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Date: 16-11-20

Place: |<ull

M/s. Jameagani Hydro Power

M/s Jamdagni Hydro Power Authorised Signatory



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#### UNDERTAKING

We , M/s Jamdagni Hydro Power, executing **Duhangan III 1 M/w Small Hydro Electric Power Project** do hereby undertake to provide cooking gas / keresone oil to the workers / labours . Fuel wood if required shall be purchased from Himachal Pradesh State Forest Corporation .

Date: 16-11-20

Place: Kully

Mile damidagani Mydio Power

M/s Jamdagni Hydro Bowerory



#### UNDERTAKING

We , M/s Jamdagni Hydro Power, executing **Duhangan III 1 M/w Small Hydro Electric Power Project** do hereby undertake to pay the !let Present value (NPV) of 0.5848 hectares of forest land to be diverted on revised rates , if the rates of NPV are revised by the Hon'ble Supreme Court of India at any time.

Date: 16-11-20

Place: 1<ully

M/s Jamdagani Hwher Power

M/s Jamdagni Hydro Power Authorised Signatory



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#### **UNDERTAKING**

We, M/s Jamdagni Hydro Power, executing **Duhangan III 1 M/w Small Hydro Electric Power Project** do hereby undertake to pay the cost of trees coming in the alignment of Pahali Mini Hydro Electric Power Project in Naggar Forest Range, Kullu Forest Division (H.P).

Date: 16-11-20

Place: Kullu

Mis Jameagani Hydro Power

M/s Jamdagni Hydro Power Authorised Signatory



#### UNDERTAKING

We , M/s Jamdagni Hydro Power, executing **Duhangan III 1 M/w Small Hydro Electric Power Project** do hereby undertake to provide cooking gas / keresone oil to the workers / labours . Fuel wood if required shall be purchased from Himachal Pradesh State Forest Corporation .

Date: 16-11-20

Place: Iculty

M/s Jamdagai Hydro Power Authorised Signatory



174

#### UNDERTAKING

We , M/s Jamdagni Hydro Power, executing **Duhangan III 1 M/w Small Hydro Electric Power Project** do hereby undertake not to change the proposed alignment of different component of the project.

Date: 16-11-20

Place: Iculu

M/s. Jamdagani Hydro Power M/s Jamdagni Hydro Power

Authorised Signatory



#### UNDERTAKING

We, M/s Jamdagni Hydro Power, executing **Duhangan III 1 M/w Small Hydro Electric Power Project** do hereby undertake that the muck/debris to be generated during the construction of proposed Power Project shall be disposed off locally at the marked muck dumping areas.

Date: 16-11-20

Place: Joully

M/s Jamdagani Hydro Rower

M/s Jamdagni Hydro Rowery



फिल्ड बुक .
फिल्ड बुक सीमांकित सुरक्षित वन 2/18 Jamari Dhar C1- DPF फाटी व कोठी जगतसुख
तहसील मनाली जिला कुल्लू हि०प्र०।
वावत दुहांगन —III-1 MW लघु जल विद्युत परियोजना

तहसील मनाली

जिला कुल्लू हि०प्र०।

नाम मालिक	नम्बर खसरा साबिक	नम्बर खसरा हाल	इस्तखराज रकवा	रकवा किस्मवार	विवरण
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#### फिल्ड बुक

फिल्ड बुक सीमांकित सुरक्षित वन 2/18 Jamari Dhar C1- DPF फाटी व कोठी जगतसुख तहसील मनाली जिला कुल्लू हि0प्र0।

वावत दुहांगन -III-1 MW लघु जल विद्युत परियोजना

तहसी

तहसील मनाली

जिला कुल्लू हि०प्र०।

नाम मालिक	नम्बर खसरा साबिक	नम्बरं खसरा हाल	इस्तखराज रकवा	रकवा किस्मवार	विवरण
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				31	2018

सूची मालकिन सीमांकित सुरक्षा वन 2/18 Jamari Dhar C1- DPF फाटी व कोठी जगतसुख तहसील मनाली जिला कुल्लू हि०प्र० वावत दुहांगन — III – 1 MW लघु जल विद्युत परियोजना

वहसील मनाली

जिला कुल्लू – हि०प्र०

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# फिल्ड बुक

फिल्ड बुक सीमांकित सुरक्षित वन 1/9 B runu Dhar C II-B-DPF फाटी व कोठी जगतसुख तहसील मनाली जिला कुल्लू हि०प्र०। वावत दुहांगन —III-1 MW लघु जल विद्युत परियोजना

तहसील मनाली

जिला कुल्लू हि०प्र०।

नाम मालिक	नम्बर खसरा साबिक	नम्बर खसरा हाल	इस्तखराज रकवा	रकवा किस्मवार	विवरण
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# फिल्ड बुक

फिल्ड बुक सीमांकित सुरक्षित वन 1/9 BZrunu Dhar C II-B-DPF फाटी व कोठी जगतसुख तहसील मनाली जिला कुल्लू हि०प्र०। वावत दुहांगन —III-1 MW लघु जल विद्युत परियोजना

ं भगतल अनाला

तहसील मनाली

जिला कुल्लू हि०प्र०।,

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सूची मालकिन सीमांकित सुरक्षा वन 1/9 Brunu Dhar C-II-B.DPF फाटी व कोठी जगतसुख तहसील मनाली जिला कुल्लू हि०प्र० वावत दुहान - III - 1 MW लघु जल विद्युत परियोजना

# तहसील मनाली

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सूची मालकिन सीमांकित सुरक्षा वन 1/9 Brunu Dhar C-II-B.DPF फाटी व कोठी जगतसुख तहसील मनाली जिला कुल्लू हि०प्र० वावत दुहांन — III – 1 MW लघु जल विद्युत परियोजना

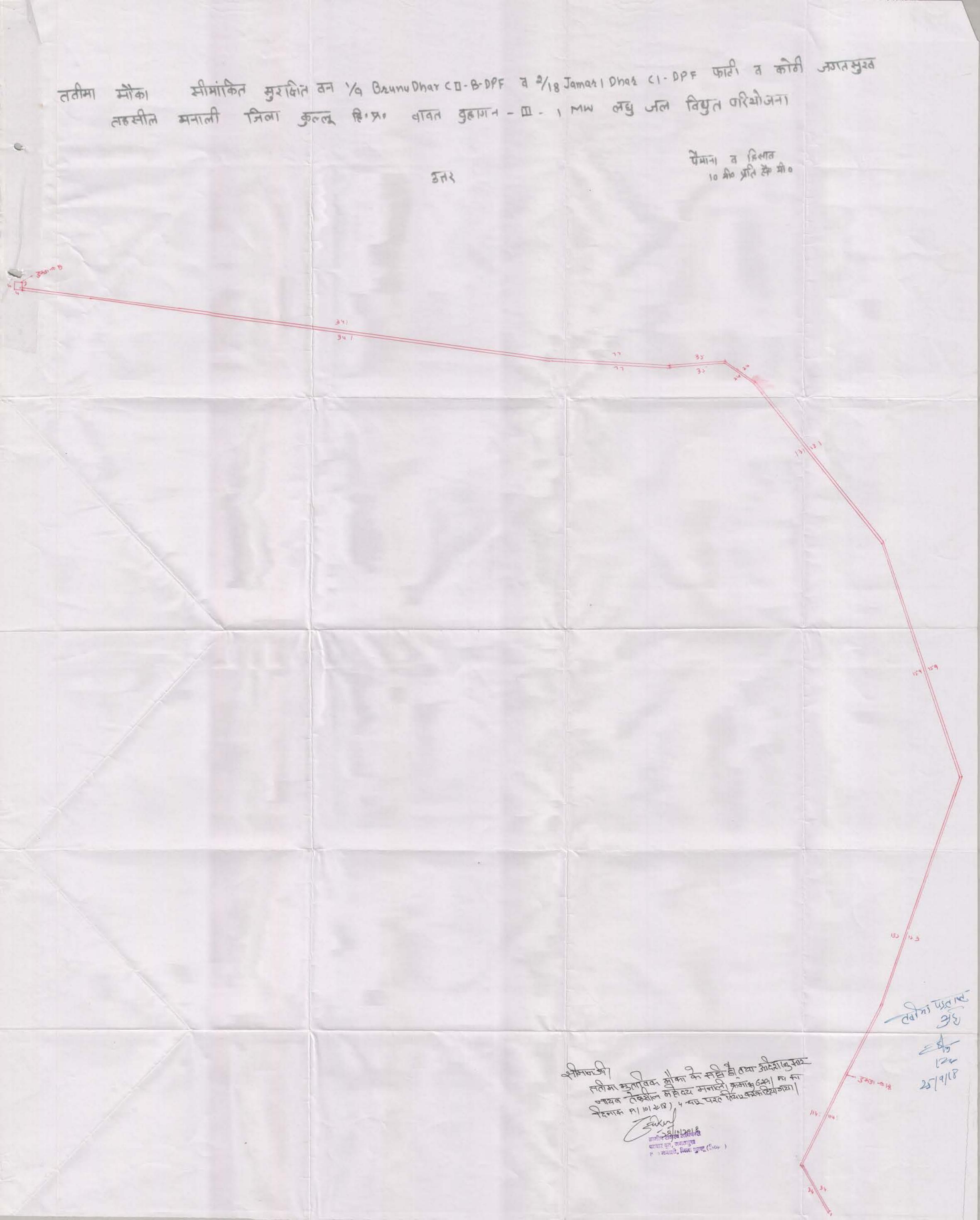
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सीमांकित सुरक्ति वन 1/9 Brunu Dhav CII-B-DPF व 2/18 Jaması Dhas CI-DPF कारी व कारी जगतस्व ततीमा मीका तहसील मनाली जिला कुल्ला हि॰प्रः वावत वुहागन - Ш - 1 MW लंधु जल विद्युत परियोजना 3 तर चेमाना व दिसाव 10 मी० विते होत्रिः अमेमान की वर्ता कार्य के कार्य है तथा कार्य कार्य नाथवं तर राज्य परता कामा कृत, समान्तुच कार समानी, जिला ुम्मू (किंग्ला) Brenet 9 143 324-07



#### Form-I (for linear projects) Government of Himachal Pradesh.

Office of the District Collector, Kullu, Distt. Kullu, H.P.

Dated: 07-08-23

### TO WHOM SO EVER IT MAY CONCERN

In compliance of the Ministry of Environment and Forest (MoEF), Government of India's letter No. 11-9/98-FC (pt.) dated 3<sup>rd</sup> August 2009 wherein the MoEF issued guidelines on submission of evidences for having initiated and completed the process of settlement of rights under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 ('FRA' for short) on the forest land proposed to be diverted for non-forest purposes read with MoEF's letter dated 5<sup>th</sup> February 2013 wherein MoEF issued certain relaxation in respect of linear projects, it is certified that 0.5848 hectare\_of forest land proposed to be diverted in favour of M/s Dhomya Rishi Jamdagani Hydro Power Pvt. Ltd. for construction of Duhangan III-1MW SHEP in Kullu district falls within jurisdiction of Gram Panchayat Jagatsukh in Tehsil Manali.

It is further certified that:

- (a) The complete process for identification and settlement of rights under the FRA has been carried out for the 0.5848 hectare of forest area proposed for diversion. A copy of records of all consultations and meetings of the Forest Rights Committee(s), Gram Sabha(s), Sub Division Level Committee(s) and District Level Committee are enclosed as annexure A to annexure D.
- (b) The proposal does not involve recognized rights of Primitive Tribal Groups and Pre-agricultural communities.

Encl: As above.

(Ashutosh Garg, IAS) District Collector, Proceedings of the meeting of the District Level Committee constituted under Schedule Tribes & Other Traditional Forest Dwellers (Recognition of Forest Rights) Act (FRA), 2006.

A meeting of the District Level Committee of Kullu District, constituted under FRA, 2006 was held under the Chairmanship of Ashutosh Garg, IAS, Deputy Commissioner, Kullu on <u>03-02-2023</u> at 3.00 PM at Kullu in which the application(s) claiming rights in <u>Gram Panchayat</u>, <u>Jagatsukh</u> forest area under FRA, 2006, of the following applicant(s), duly processed and recommended by the Sub Division Level Committee(s) of Manali Sub Division(s), were discussed to consider the same for admission by the District Level Committee.

After scrutiny of the documents and detailed discussions the following decisions were taken on each application:-

Name of Applicant	Purpose	Decision
M/s Dhomya Rishi Jamdagani Hydro Power Pvt. Ltd.	Diversion of 0.5848 hectare of forest land for the construction of Duhangan-III 1 MW SHEP in Tehsil Manali, Distt. Kullu (H.P.)	admitted

Place: Kullu

DC-cum Chairman District Level Committee, Kullu District HP.

#### Annexure-I

[See rule 8(h)]

### TITLE FOR FOREST LAND UNDER OCCUPATION

1	Names of holders of forest Rights (including spouse)	NIL
2	Name of the father/mother	NIL
3	Name of dependents	NIL
4	Address	NIL
5	Village/Gram sabha	NIL
6	Gram Panchayat	NIL
7	Tehsil/Taluka	NIL
8	District	NIL
9	Whether Schedule Tribe of other Traditional Forest Dweller.	NIL
10	Area	NIL
11	Description of boundaries by prominent landmarks including khasra/compartments No.	No individual claim has been received/produced in Muhal Sabha ward no.6 "Bhanara" G.P. Jagatsukh, Tehsil Manali Distt. Kullu.

This title is heritable, but not alienable or transferable under sub-section (4) of section 4 of the Act.

We, the undersigned hereby, for and on behalf of the Government of Himachal Pradesh affix our signature to confirm the above forest right.

Divisional Forest Officer

Kuffu

Deputy commissioner Kullu Additional Distt. Magistrate cum-Member Secretary, Kullu

Distt. Revenue Offic-

#### Annexure-II

#### [See rule 8(h)]

#### TITLE TO COMMUNITY FOREST RIGHTS

1	Names of holders of community forest Rights	All Permanent Residents of Muhal Sabha ward no. 6, Bhanara of Gram Panchayat Jagatsukh.
2	Village/Gram sabha	Muhal Sabha Bhanara
3	Gram panchayat	Jagatsukh
4	Tehsil/Taluka	Manali
5	District	Kullu
6	Schedule Tribe/other traditional Forest dwellers	Scheduled Tribe/Other Traditional Forest Dweller.
7	Name of community Rights	As no claims have been received at the Muhal level or the Sub-Division level ,the community rights as recorded in the Wazib-Ul-Arz and forest settlement report are deemed to be settled.
8	Condition if any	
9	Description of boundaries including customary boundary and/or by prominent landmarks including khasra/compartments No.	Entire forest land of Muhal Sabha Ward no. 6, Bhanara, GP Jagatsukh, Tehsil Manali Distt. Kullu.

Name's of the holder's of community Forest Right.

1.ALL PERMANENT RESIDENTS OF Muhal Sabha Ward no. 6 "Bhanara" of Gram Panchayat Jagatsukh.

We, the undersigned hereby, for and on behalf of the Government of Himachal Pradesh affix our signature to confirm the above forest right as mentioned in the title to the above mentioned holders of community forest rights.

Divisional Forest Officer

Kullu

Additional Distt. Magistrate cum-Member Secretary, Kullu

Deputy Commissioner Kullu

Distt. Revenue Office

#### Annexure-I

#### [See rule 8(h)]

#### TITLE FOR FOREST LAND UNDER OCCUPATION

1	Names of holders of forest Rights (including spouse)	NIL
2	Name of the father/mother	NIL
3	Name of dependents	NIL
4	Address	NIL
5	Village/Gram sabha	NIL
6	Gram Panchayat	NIL
7	Tehsil/Taluka	NIL
8	District	NIL
9	Whether Schedule Tribe of other Traditional Forest Dweller.	NIL
10	Area	NIL
11	Description of boundaries by prominent landmarks including khasra/compartments No.	No individual claim has been received/produced in Muhal Sabha ward no.7 "Chanala" G.P. Jagatsukh, Tehsil Manali Distt. Kullu.

This title is heritable, but not alienable or transferable under sub-section (4) of section 4 of the Act.

We, the undersigned hereby, for and on behalf of the Government of Himachal Pradesh affix our signature to confirm the above forest right.

Divisional Forest Officer

Kullu

Deputy commissioner Kullu Additional Distt. Magistrate cum-Member Secretary, Kullu

Distt. Revenue Office; EULLU (R.P.)

#### Annexure-II

[See rule 8(h)]

#### TITLE TO COMMUNITY FOREST RIGHTS

1	Names of holders of community forest Rights	All Permanent Residents of Muhal Sabha ward no. 7, Chanala of Gram Panchayat Jagatsukh.
2	Village/Gram sabha	Muhal Sabha Chanala
3	Gram panchayat	Jagatsukh
4	Tehsil/Taluka	Manali
5	District	Kullu
6	Schedule Tribe/other traditional Forest dwellers	Scheduled Tribe/Other Traditional Forest Dweller.
7	Name of community Rights	As no claims have been received at the Muhal level or the Sub-Division level ,the community rights as recorded in the Wazib-Ul-Arz and forest settlement report are deemed to be settled.
8	Condition if any	
9	Description of boundaries including customary boundary and/or by prominent landmarks including khasra/compartments No.	Entire forest land of Muhal Sabha Ward no. 7, Chanala, GP Jagatsukh, Tehsil Manali Distt. Kullu.

Name's of the holder's of community Forest Right.

1.ALL PERMANENT RESIDENTS OF Muhal Sabha Ward no. 7 "Chanala" of Gram Panchayat Jagatsukh.

We, the undersigned hereby, for and on behalf of the Government of Himachal Pradesh affix our signature to confirm the above forest right as mentioned in the title to the above mentioned holders of community forest rights.

Divisional Forest Officer

Additional Distt. Magistrate cum-Member Secretary, Kullu

Deputy Commissioner Kullu

Distt. Revenue Office.

अनुसूचित जनजाति और अन्य परम्परागत वन निवासी (वन अधिकारी की मान्यता) अधिनियम, विकास खण्ड जोठार का जिला किटल हि०प्र० , प्रतिलिपि प्रश्ताव

19./08/2022 123 / 245 प्रस्ताम संख्या ०1 मुहाल विद्विन् 6 भेनार्। के जगल/वन क्षेत्र में वन अधिकार हेतु प्रस्ताव ।

उत् डांपहर <u>॥:००</u> वजं स्थान <u>श्रीता</u> में की गई जिसमें

गए दावां का व्यारा निम्न है :--

ं वन अधिकार अधिनियम के अन्तर्गत पाप्त अधिन

_	मुल प्राप्त दार	-	अस्वीकृत	टिप्पणी
2) 0	न अधिकार अधिनियम	के अन्तर्गत काम	भीग	
सर्द्या	कुल प्राप्त दावे	रवीकृत	The same of the sa	
-		1	अस्वीकृत	टिपाणी
3) বন	अधिकार अधिनिया ।	2/04		
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	ग्राम सभा की इस बैठ मान्यता आंधीनयम् 200 प्रमाति सं यह पारित ह	24		टिप्पणी

की गई लिया सर्वसम्मति सं यह पारित किया गया कि उपशंक्त अधिनियम के अंतर्गत वन अधिकारों क दाना क विषयार सम्बन्धित सारी प्रक्रिया पूरी की जा चुकी है। रथान

दिनांगः.

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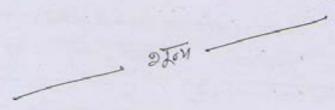
अनुसूचित जनजाति और अभ्य परम्परागत तम निवासी (यन अधिकारी की मान्यता) अधिनियम्

धन अधिकार समिति ाम रामा अनिस्र वाड्र न०-०६

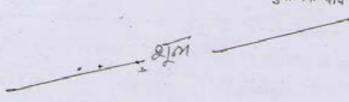
प्रसात संख्या 01 (123/245)

यन अधिकार समिति ग्राम समा (मुहाल) प्रिंगि० - 6 अन्तर्गत वहसील किताल उपण्डल कुल्लू की बैठक आज दिनांक 19/8/2022 को 11:00 बजे स्थान अनिमा में भी श्रीमति रवीका विकास की अध्यक्षता में की गई जिसमें व्याद की कर कि मुहाल के अनुसूचित जनलाति और अन्य परम्परागत वन नियासियों से अनुसूचित जनजाति और अन्थ परम्परागत वन निवासी (वन अधिकारी की मान्यता) अधिनियम, 2006 के अन्तर्गत ... जगल/यन क्षेत्र सं सन्वन्धित वन अधिकारी कं दावे हेतु प्रात आवेदनों पर चर्चा की गई. जिसमें निम्नलिखित उन अधिकार हेतु वावे प्रस्तुत हुए :-

(फार्म-ए तन अधिकार अधिनियम के अन्तर्गत व्यक्तिगत दाये )



(फार्म-मी, वन अधिकार अधिनिगम के अन्तगर्त सामुदायिक दावे )



(फार्म-सी, यन अधिकार अधिनियम को अन्तर्गर्त सामुदायिक वन संसाधन से सम्बन्धित दावे

JEIIA/ 3TEVET While Beville. FRC ASSOID-6 STOTE

Olst. Revenue Officer 21017) EULLU (E P.

अनुसूचित जनजाति और अन्य परम्परागत का निवासी (वन अधिकारी की मान्यता) अधिनियम् 2006 कार्यालय गाम पंचायत जागतस्य विकास खण्ड जा जिला (क्रेक्स हिन्न , प्रतिलिपि प्रस्ताव जान व को स्वर्ध हैं विनाक 18-08-7022 90 / 178 प्रस्तान संख्या 01 मुहात विद्विति - ७७ दिनाला के जगल/दन क्षेत्र में वन अधिकार हेतु प्रस्ताव । न्हर स्म वर्षिम् -07 ह्नाला की धेवक आज दिनांक 18-08-2022 को र टोपहर //200 यजे स्थान हुन्न/*छ*। में की गई जिसमें प्राप्त दावां का व्यारा निम्न है :-ं वन अधिकार अधिनियम के अन्तर्गत प्राप्त व्यक्तिगत दावे:--कुल प्राप्त दावे स्वीकृत अस्वीकृत , क्रम सरस्या टिप्पणी 27021 2) वन अधिकार अधिनियम के अन्तर्गत सामुदायिक दावे:--क्स संख्य । कुल प्राप्त दावे स्वीकृत अस्वीकृत टिप्पणी 27011 3) वन अधिकार अधिनियम के अन्त्रमते सामुदाधिक वन संसाधन से सम्बन्धित दावे कम संख्या | कुल प्राप्त दावे | स्वीकृत अस्वीकृत टिप्पणी 2764 ग्राम सभा की इस बैठक में अनुसूचित जनजाति और अन्य परम्परागत वन निवासी यन अधिकारा की मान्यता आंधानियम,2006 के अन्तर्गत वन अधिकारों के दावों के निपटारे पर चर्चा की गई तथा सर्वसम्मति सं यह पारित किया गया कि उपरोक्त अधिनियम के अंतर्गत वन अधिकारों क दावा क (मपटार सम्बन्धात सारी प्रकिया पूरी की जा चुकी है। रधान Endlow दिनावः, 18-08-2022 सरव देर

COLLU (E P.)

प्रहात / आर्ट्सि ८०८ महिन्द्र-० अनुसूचित जनजाति और अन्य परमारागत वन निवासी (वन अधिकारी की सान्यता) अधिनियम. 2006

धन अधिकार समित्रे गाम समा. व्याउनिव -०७ द्वाराजा

प्रस्तात संख्या 01 (90/178)

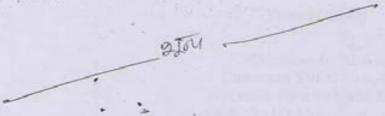
पण अधिकार समिति ग्राम समा (मुहाल) परिना - ७७ तहसील जिल्ला) उपण्डल कुल्लू की बैठक आज दिनांक 18/08/2022 को 11:00 वर्ज स्थान न्यूजर्गाला की अध्यक्षता में की गई जिसमें व्यादनीय-07-दनात्म, ... में भी / श्रीमति ... स्परवदर्द मुहाल के अनुसूचित जनजाति और अन्य परम्परागत यन निवासियों से अनुसूचित जनजाति और अन्य परम्परागत वन निवासी (वन अधिकारी की मान्यता) अधिनियम, 2006 के अन्तर्गत ...... ... जगल/यन क्षेत्र से सन्विधात वन अधिकारी के दावे हेतु प्रात आवेदनों पर चर्चा की गई.

जिसमे निम्नलिखित वन अधिकार हेतु दावे प्रस्तुत हुए --

(फार्म-ए, यन अधिकार अधिनियम के अन्तर्गत व्यक्तिगत दाये )



(फार्म-बी, वन अधिकार अधिनियम के अन्तगर्त सामुदायिक दावे )



(फार्म-सी, वस अधिकार अधिनियम के अन्तगर्स सामुदायिक वन अंसाधन से सम्बन्धित दावे

सुख दि FRC disar-of Dist. Revenue Officer

1805 -660 201 - 161

OFFICE OF THE CHAIRMAN SUB DIVISIONAL LEVEL COMMITTEE-CUMSUB DIVISIONAL OFFICER (C) MANALI DISTT. KULLU H.P.

To

DRA DRC DRC DRC The Deputy Commissioner Kullu, District Kullu H.P.

No. 3777 /SDK Dated 31/19/22 ADG/ADM/AC/DRC

Subject :-

Settlement of individual & Community Rights on the Forest land situated in Tehsil Manali Distt. Kullu H.P.

Sir,

On the subject cited above, I have honor to submit that the process of settlement of individual/ community rights on govt. land situated in 95wards of tehsil Manali, Distt. Kullu has been completed. Therfore, record of 95 FRCs as per the detail given below:-

- 1. Proceeding of SDLC meeting
- 2. 90 days notice (95 FRCs).
- 3. Proceedings of VLFRC meeting (95 FRCs).
- 4. Attendance of VLFRC meeting (95 FRCs).
- 5. Proceedings of Gram Sabha meeting of 14 Gram Panchayat.

is submitted for information and further necessary action at your end please.

(Enclosed: 14 Files)

Yours faithfully

(Dr. Surender Thakur)
Chairman SDLC-cum -SDO(c),
Manali, District Kullu H.P.
dated...3.1/10./22......

Endst no. 3778 - 80

Copy forwarded to:-

- 1. All the Gram Sabha through Pradhan/ Secretary for information.
- 2. All the chairman of FRCs for information.
- 3. All official / Non official mamber for information.

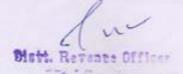
(Dr. Surender Thakur) Chairman SDLC-cum -SDO(c), Manali, District Kullu H.P.

Dist. Revenue Officer

Regarding Meeting on the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Right ) Act, 2006 held on 6-10-2022 at 11:00 AM

#### Attendance Sheet

Sr.no.	Name	Designation	Contact no.	Signature
1.	Sh. Mitter Dev	Tehsildar Manali	98172-12784	THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.
2.	Sh Chet Rain	R.F.o manali	98166-28189	Eliu
3.	Huleam Chil			The second secon
4.	Kishorikul	R.D.C	94599-55544	
5.	Smt. Pushpa Devi	B.D.C	7818412921	- Plains
6.	Pooja Trakus	clerk	9736655656	24
7.	lenjo	58- ASHHAS DIM MAN	A	2
8.	Mamta	PLR'	98822-47624	Edula
9.	Narotom Plahant	P. Sec. G. P. Posto Karlon		in achard
10.	Madhupai	Pset he Birma	9459884916	P A
	Duni Charol	P.Sec. 9P Balagton	98163-86606	T-Muy
	Om chond	P. See G. P. Polchon	98/63 54765	Copye
	Om Prakash	& Secal Shanga	9217166851	· lo
14.	Haush our	O (ci Musego	94180-11109	auga
15.	Kasam Chaus			7.6
16.	Ball Krisham	P. See Manale	88945-06972	Orson.
17.	Gudam Hol	P. Sec Brun	70183 77704	10
18.	PUSHED DEVI	Bodhan Riyza		Russa par
19.	Lunder Sings	Placereterry	94186 13596	Qui
20.	Arman Chanse	place Prini	7018154898	1
21.	Akshay Rana	Range fount officer (hagner)	7087480103	de .
22.	iteh charl	#1 Sec. "1	9810343816	Tul-
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Dist. Revenue Office:

विनांक 06-10-2022 को डाँ0 सुरेन्द्र ठाकुर अध्यक्ष उप मण्डलीय स्तरीय समिति एवं उपमण्डल अधिकारी (ना0) मनाली की अध्यक्षता में मनाली उपमण्डल के वन भूमि पर वन अधिकरों के दावों के एवं आक्षेपों के समाधान बारे सम्पन्न हुई बैठक की कार्यवाही:

बैठक में उप मण्डलीय स्तरीय समिति के निम्नलिखित सरकारी व गैर सरकारी सदस्यों ने भाग लिया:

क्रम संख्या	नाम	पद		मोबाइल न0
1	श्री मित्र देव	तहसीलदार मनाली	सदस्य सचिव	9817212784
2	श्री चेत राम वन परिक्षेत्र अधिकारी,मनाली		प्रतिनिधि,सहायक वन संरक्षक	98166-28189
3	श्री अक्षय राणा	वन परिक्षेत्र अधिकारी,नग्गर	प्रतिनिधि,सहायक वन संरक्षक	7087482103
4	श्री हुकम चन्द	सदस्य उपमण्डल वन अधिकार समिति	गैर सरकारी सदस्य	98173-73430
5	श्री किशोरी लाल	सदस्य उपमण्डल वन अधिकार समिति	गैर सरकारी सदस्य	94599-55544
6	श्रीमति पृष्पा	सदस्य उपमण्डल वन अधिकार समिति	गैर सरकारी सदस्य	70184-12921

इसके अतिरिक्त तहसील मनाली के निम्नलिखित पंचायत सचिव ने भी बैठक में भाग लिया:

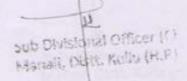
क्रम संख्या	नाम	पद	ग्राम पंचायत	मोबाइल न0
1	श्री नरोत्तम महन्त	पंचायत सचिव	गोजरा/करजां	98166-82287
2	श्रीमति मधु देवी	पंचायत सचिव	वुरुआ	94598-84916
3	श्री दुनी चन्द	पंचायत सचिव	बहाग्रां	98163-86606
4	ओम चन्द	पंचायत सचिव	पलचान	98163-54765
5	ओम प्रकाश	पंचायत सचिव	शनाग	9817166851
6	हर्ष दीप	पंचायत सचिव	नसोगी	94180-11109
7	कर्म चन्द	पंचायत सचिव	वशिष्ठ	98821-00031
8	बालकृष्ण	पंचायत सचिव	मनाली	88945-06972
9	गौतम	पंचायत सचिव	ब्राण	70183-77704
10	सुन्दर सिंह	पंचायत सचिव	हलाण-2	94186-13596
11	अमर चन्द	पंचायत सचिव	प्रीणी	70181-54892
12	फतेह चन्द	पंचायत सचिव	शलीण	98163-43816

सर्व प्रथम अध्यक्ष महोदय ने बैठक में उपस्थित सभी सरकारी/ गैर सरकारी सदस्यों तथा पंचायत सचिवों का स्वागत किया व बैठक आरम्भ की गई। तत्पश्चात बैठक में उपस्थित सभी पंचायत सचिवों के

Dist. Revenue Officer

Sub Divisional Officer (C) Manali, Dists. Kullu (H.P.) द्वारा वन अधिकार सिमितियों द्वारा जारी किया गया 90 दिन का नोटिस, 90 दिन की अवधि समाप्त होने पर ग्राम स्तरीय वन अधिकार सिमितियों की गांव सभा की बैठक की कार्यवाही, ग्राम सभा (पंचायत स्तरीय) की बैठक की कार्यवाही को उपमण्डल स्तरीय सिमिति के समक्ष रखा गया, जिसका विवरण निम्न प्रकार से है-

क्रम संख्या	वन अधिकार वन अधिकार समिति समिति के नाम (ग्राम स्तरीय) की बैठक की तिथि		गणपूर्ति	दावे/आक्षेपों की संख्या	ग्राम सभा (पंचायत स्तरीय) की बैठक की तिथि
1.	ठाकुर द्वाला	17.04.2022	135/268	शून्य	02-10-2022
2/.	उझली बेहड	17.04.2022	137/250	शून्य	02-10-2022
3.	मंझली बेहड़	17.04.2022	114/191	शून्य	02-10-2022
A.	जुआन बेहड़	17.04.2022	81/145	शून्य	02-10-2022
5	भेटली बेहड़	17.04.2022	91/181	शून्य	02-10-2022
6.	ढालु बेहड़	17.04.2022	103/203	शून्य	02-10-2022
7.	मझाच	17.04.2022	135/254	शून्य	02-10-2022
8.	सोखणी	27.04.2022	60/118	शून्य	02-10-2022
9.	वडोहला	30.04.2022	85/163	शून्य	02-10-2022
10.	15 मील-1	14.05.2022	71/135	शून्य	02-10-2022
11.	15 मील-2	01.05.2022	114/227	शून्य	02-10-2022
[12.	14 मील	28.04.2022	104/203	शून्य	02-10-2022
£13.	बड़ाग्रां-1	30.04.2022	145/281	शून्य	02-10-2022
[14.	बड़ाग्रां-2 (कोटबेहड़)	30.04.2022	121/227 शून्य		02-10-2022
15.	चचोगा -1	10.04.2022	133/250	शून्य	02-10-2022
16.	चचोगा-2	10.04.2022	130/250	शून्य	02-10-2022
17.	चचोगा-3	10.04.2022	119/250	शून्य	02-10-2022
18.	अलेऊ-1	10.04.2022	75/150	शून्य	02-10-2022
19.	अलेऊ-2	10.04.2022	62/125	शून्य	02-10-2022
_20.	अलेऊ-3	10.04.2022	139/279	शून्य	02-10-2022
21.	झाड़ग-1	10.04.2022	118/237	शून्य	02-10-2022
[22.	चचोगा	10.04.2022	76/152	शून्य	02-10-2022
123.	झाड़ग-2	10.04.2022	150/206	शून्य	02-10-2022
24.	मगाणा	11.05.2022	107/210	शून्य	02-10-2022
25.	पानकोट	11.05.2022	65/128	शून्य	02-10-2022
26.	शिला	13.05.2022	89/172	शून्य	02-10-2022



Digit. Revenue Officers KDLLU (H.P.)

27.	जैंडी	13.05.2022	74/145	शून्य	02-10-2022
28.	पतलीकुहल-1	14.05.2022	95/181	शून्य	02-10-2022
29.	पतलीकुहल-2	14.05.2022	153/305	शून्य	02-10-2022
30.	पतलीकुहल-3	14.05.2022	96/192	शून्य	02-10-2022
31.	वाड़ी	12.05.2022	127/238	शून्य	02-10-2022
32.	बंदल	17.05.2022	121/240	शून्य	02-10-2022
33.	बाहणू	12.04.2022	103/201	शून्य	02-10-2022
34.	जगतसुख-1	10.04.2022	256/501	शून्य	02-10-2022
35.	जगतसुख-2	10.04.2022	149/298	शून्य	02-10-2022
36.	जगतसुख-3	10.04.2022	109/216	शून्य	02-10-2022
37.	जगतसुख-4	05.05.2022	108/208	शून्य	02-10-2022
38.	भनारा	20.04.2022	123/245	शून्य	02-10-2022
39.	छनाला	18.04.2022	90/178	शून्य	02-10-2022
40.	मनाली-1	09.04.2022	93/180	शुन्य	02-10-2022
41.	मनाली-2	11.04.2022	134/240	शून्य	02-10-2022
42.	मनाली-3	09.04.2022	120/235	शुन्य	02-10-2022
43.	मनाली-4	11.04.2022	86/161	शून्य	02-10-2022
44.	मनाली-5	03.04.2022	107/212	शून्य	02-10-2022
45.	मनाली-6	11.04.2022	104/198	शून्य	02-10-2022
46.	ढुंगरी	10.04.2022	120/223	शून्य	02-10-2022
47.	कोठी-1	08.04.2022	85/166	शून्य	02-10-2022
48.	कुलंग	08.04.2022	113/224	शून्य	02-10-2022
49.	रुआइ-1	08.04.2022	74/151	शून्य	02-10-2022
50.	रुआइ-2	08.04.2022	139/264	शून्य	02-10-2022
.51.	पलचान-1	08.04.2022	84/166	शून्य	02-10-2022
52.	पलचान-2	08.04.2022	90/178	शून्य	02-10-2022
_	सोलंग-1	08.04.2022	86/170	शून्य	02-10-2022
	सोलंग-2	08.04.2022	81/134	शून्य	02-10-2022
	कोठी-2	08.04.2022	80/156	शून्य	02-10-2022
	सेथन(शुरु-1)	10.04.2022	65/131	शून्य	02-10-2022
	शुरु-2	10.04.2022	118/235	शून्य	02-10-2022
	शुरु-3	10.04.2022	69/139	शून्य	02-10-2022
100	श्रु-4	10.04.2022	104/209	शून्य	02-10-2022
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Manali, Distt. Kullu (H.P.)

Dist. Revenue Officer

60	9	10.04.2022	109/219	शून्य	02-10-2022
61	-	10.04.2022	106/209	शून्य	02-10-2022
62	प्रीणी-2	10.04.2022	110/200	शून्य	02-10-2022
63	ृ गुम्मीधार	02.05.2022	97/186	शून्य	02-10-2022
64	. मल्हांज	07.05.2022	126/208	शून्य	02-10-2022
65	. जोगिन	30.04.2022	129/256	शून्य	02-10-2022
66	मेहा पांदे	08.05.2022	101/187	शून्य	02-10-2022
.67	. डेफरी	27.04.2022	145/289	शून्य	02-10-2022
,68.	नियालंग	30.05.2022	107/203	शून्य	02-10-2022
69:	शेगली	30.04.2022	102/192	शून्य	02-10-2022
.70:	शनाग-1	24.04.2022	75/140	शून्य	02-10-2022
-71.	शनाग-2	24.04.2022	60/176	श्रन्य	02-10-2022
72.	शनाग-3	24.04.2022	128/252	शून्य	02-10-2022
73.	क्वारन शनाग	24.04.2022	102/183	शून्य	02-10-2022
74.	मनसारी	15.05.2022	71/141	शून्य	02-10-2022
7,5.	चकलाड़ी	15.05.2022	57/110	श्न्य	02-10-2022
76.	सोयल-1	15.05.2022	60/115	शून्य	02-10-2022
77.	सोयल-2	15.05.2022	81/150	शून्य	02-10-2022
78.	हरिपुर-1	15.05.2022	85/150	शून्य	02-10-2022
79.	हरिपुर-2	15.05.2022	151/229	शून्य	02-10-2022
80.	गजां	15.05.2022	78/120	शून्य	02-10-2022
81.	वशिष्ठ-1	10.05.2022	105/206	शून्य	02-10-2022
82.	वशिष्ठ-2	10.05.2022	108/204	शून्य	02-10-2022
83.	वशिष्ठ-3	10.05.2022	77/151	शून्य	02-10-2022
84:	वशिष्ठ-4	10.05.2022	85/168	शून्य	02-10-2022
85.	कोशला	10.05.2022	80/158	शून्य	02-10-2022
86.	मथियाना	10.05.2022	69/135	शून्य	02-10-2022
87.	चडीयारी	10.05.2022	77/153	शून्य	02-10-2022
88.	कंचनीकूट	10.05.2022	91/180	शून्य	02-10-2022
89.	समाहण	11.04.2022	81/136	01	02-10-2022
	गोजरा	10.04.2022	164/320	शून्य	18-09-2022
91.	खखनाल	16.04.2022	207/413	शून्य	18-09-2022
92	वरनाड	18.04.2022	21/40	शून्य	18-09-2022

Distt. Revenue Offices

Sub Divisional Officer (C) Manali, Distr. Kullu (H.P.)

93. करजां	15.04.2022	410/816	शून्य	17-07-2022
94. सजला	16.04.2022	310/458	शुन्य	17-07-2022
95. सजला विहाल	14.04.2022	23/45	शुन्य	17-07-2022
96. धमसू क्लोन	02.03.2022	133/260	शून्य	17-07-2022

पंचायत सचिवों द्वारा प्रस्तुत रिकॉर्ड का निरीक्षण करने पर पाया गया कि -

- 1. उपरोक्त सभी वन अधिकार समितियों द्वारा 90 दिन का नोटिस जारी किया गया है।
- 90 दिन की अवधि समाप्त होने पर उपरोक्त सभी वन अधिकार समितियों द्वारा ग्राम स्तरीय वन अधिकार समिति की बैठक की गई व आवश्यक 50% कोरम पूर्ण किया गया।
- 95 वन अधिकार समितियों के समक्ष वन भूमि पर कोई व्यक्तिगत/सामुदायिक दावा प्रस्तुत नहीं किया गया।
- मात्र 1 दावा श्रीमित छीमे डोलमा पत्नी श्री ज्ञान द्वारा वन अधिकार समिति समाहण के समक्ष प्रस्तुत किया गया है।

उपरोक्त सभी दावे एवं आक्षेपों पर विस्तृत विचार विमर्श किया गया । बैठक में उपस्थित तहसीलदार मनाली ने अवगत करवाया कि उपरोक्त सभी मुहालों में वन भूमि पर अधिकारों का इन्द्राज वाजिब उल अर्ज में तथा वन परिक्षेत्र अधिकारी ने बताया कि वन भूमि पर अधिकारों का इन्द्राज वन विभाग के Settlement Report में किया जा चुका है । बैठक में उपस्थित सभी पंचायत सचिवों ने अवगत करवाया कि पंचायत में मौजूद वन अधिकारों के दावों के रजिस्टर के मुताबिक कोई भी व्यक्तिगत / सामुदायिक दाबा लम्बित न है।

वन अधिकार समितियों द्वारा पारित प्रस्ताव, वन अधिकार समिति की कार्यवाही रिजिस्टर, ग्राम सभाओं की कार्यवाही रिजिस्टर, राजस्व विभाग द्वारा प्रस्तुत " बाजिव-उल-अर्ज ", वन विभाग द्वारा प्रस्तुत " फॉरेस्ट सेटलमेंट रिपोर्ट " का अवलोकन एवं निरीक्षण उपमण्डल स्तरीय वन अधिकार समिति के सरकारी एवं गैर सरकारी सदस्यों के द्वारा किया गया तथा निम्नलिखित निर्णय लिये गये-

 वन अधिकार समिति समाहण तथा ग्राम सभा विशिष्ठ द्वारा उपमण्डल स्तरीय वन अधिकार समिति को श्रीमित छीमे डोलमा पत्नी श्री ज्ञान निवासी समाहण डा्0 विशिष्ठ तहसील मनाली

Distt. Revenue Office.

Sub Divisional Officer (1) Manali, Distt. Kullu (H.P.) जिला कुल्लू द्वारा प्रेषित दावे को Reverification तथा दो साक्ष्यों को संलग्न करके पुन: प्रेषित करने का निर्णय उपमण्डल स्तरीय वन अधिकार समिति के द्वारा लिया गया।

2. 95 वन अधिकार समितियों द्वारा संबंधित ग्राम सभाओं को प्रेषित दावे जो ग्राम सभा से उपमण्डल स्तरीय वन अधिकार समिति को प्रेषित किये गये है सही पाये गये व आगामी कार्यवाही हेत् DLC को प्रेषित किया जाने का निर्णय किया गया।

अन्त में बैठक अध्यक्ष महोदय के धन्यवाद सहित सम्पन्न हुई।

अध्यक्ष उप मण्डलीय स्तरीय समिति एवं उपमण्डल अधिकारी (ता0) मनाली। दिनांक. अप/10/2022-

पृष्ठांकन संख्या 3न67 प्रतिलिपि -

1/उपायुक्त महोदय कुल्लू को सूचनार्थ प्रेषित है।

अध्यक्ष द्वपु मुम्बर्जिस क्राचित्र समिति एवं उपमण्डलक्ष्मिक्ष काडी (ता0) भारताली।

Distt. Revenue Office

दिनांक 03-02-2023 को अनुसूचित जन जाति और अन्य परम्परागत वन निवासी (वन अधिकारी की मान्यता) अधिनियम 2006 के अन्तर्गत आशुतोष गर्ग, उपायुक्त कुल्लू की अध्यक्षता में सम्पन्न जिला स्तरीय समिति की बैठक की कार्यवाही।

बैठक में निम्नलिखित अधिकारियों एवं गैर सरकारी सदस्यों ने भाग लिया :-

- 1. श्रीमति दीप्ति मंद्रोत्रा, कार्यकारी अति० जिला दण्डाधिकारी कुल्लू।
- 2. श्री एंजल चौहान, वन मण्डल अधिकारी कुल्लू।
- 3. श्री प्रवीण ठाकुर, वन मण्डल अधिकारी सिराज।
- 4. श्री ऐश्वर्य राय, वन मण्डल अधिकारी पार्वती।
- श्री शशि पाल नेगी, जिला राजस्व अधिकारी कुल्लू।
- 6. श्री विभा सिंह, सदस्य ज़िला वन अधिकार समिति।
  - 7. श्रीमति आशा ठाकुर, सदस्य जिला वन अधिकार समिति।
  - श्री पूर्ण ठाकुर, सदस्य जिला वन अधिकार समिति।

उपायुक्त महोदय ने सभी अधिकारियों एवं गैर सरकारी सदस्यों का बैठक में भाग लेने का धन्यवाद किया व मदवार बैठक की कार्यवाही शुरू की गई जिसमें निम्न प्रकरणों पर विचार किया गया —

#### Agenda

Sr. No.	Name of Applicant/ Department	Purpose	Area	Name of Gram Sabha alongwith the date when the resolution passed by the Gram Panchayat	Name of FRC alongwith the date when the resolution passed be FRC	Gram Sabha Quorum	Name of sub Division al Level Commit tee
1.	M/s Omavati Hydro power	Const. of 0.50 MW SHEP	0.2976 hectare	Pangan	Muhal Sabha ward no.7 "Shegli"	Right Settled	Manail
2.	M/s Sidhivinayak Hydro Hydro Pvt.Ltd. Akhara Bazaar Kullu H.P.	Const. of 2 MW Kasheri SHEP	0.9797 hectare	Pangan	Ward no. 6 "Niyalag" Ward no. 7 "Shegli"	Right Settled	Manali
3.	M/s Dhomya Rishi Jamdagani Hydro Power Pvt. Ltd.	Const. of Duhangan-III 1MW SHEP	0.5848 hectare	Jagatsukh	Ward no. 6 "Bhanara" Ward no. 7 "Channala"	Right Settled	Manali
4.	Sr. Project Officer, Himurja, Kullu.	Const. of Tauhuk Hydro Porject	0.9628 Hectare	Barshaini	Muhal Gram Sabha "Shilla"	184/357	Kullu
5.	M/s Ashapuri Stone Crusher	For extraction/ lifting of minor mineral sand, stone&Bajri from Beas River	0.541 hectare	Rot	Ward no.3 "Tharas"	286/536	Kullu

Dist. Revenue Office

क्र0 संख्या 1, 2 व 3 पर दर्शाए गए मदों से सम्बन्धित क्षेत्रों के वन अधिकारों का निपटारा पूर्व में कर दिया गया है जिसमें उक्त क्षेत्रों में शून्य दावे प्रस्तुत किए गए है। यद्यपि इन क्षेत्रों में सभी दावों का निपटारा कर दिया गया है, अतः क्र0स0 1, 2 व 3 पर दर्शाए गए प्रकरणों को सर्व-सहमति से खीकृति

क्र0सं0 4 व 5 पर दर्शाए गए मदों पर सम्बन्धित ग्राम वन अधिकार समिति (VLFRC) ग्राम समा व उपमण्डल अधिकार समिति (SDLC) के प्रस्तावों व अनुशंसा के दृष्टिगत समिति द्वारा सर्व-सहमति से इन दोनों मामलों को भी अनुमोदित किया गया।

अंत में उपायुक्त महोदय द्वारा सभी अधिकारियों एवं गैर सरकारी सदस्य का बैठक में माग लेने हेतू धन्यावाद किया गया व बैठक को समाप्त किया गया।

> अनुमोदित/-(आशुतोष गर्ग भा०प्र०से०) उपायुक्त कुल्तू ।

पृष्ठाकंन संख्या 225-32 /जिंग्सावलेव

दिनांक 07-02-23

प्रतिलिपि बैठक में उपस्थित सभी सदस्यों / अधिकारियों को सूचनार्थ प्रेषित है।

अति० जिला वेण्डाधिकारी, बुक्तु हि०प्र०।

Dist. Revenue Office.

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Proposal No.: - FP/HP/HYD/49485

# STATEMENT SHOWING DETAILS OF FOREST LAND FOR DIVERSION DUHANGAN- III (I MW)

## COMPONENT DETAIL FOREST LAND 1/9 BRUNI DHAR CII-B

S. No.	Project name of component	District & Forest Division	Forest Range	Muhal	Khasra & Tukda No.	Size of Component L/B	Forest Land Proposed for Diversion (Hec)	Legal Status of Forest Area	Classification
1	Feeder Channel	Kullu	Naggar	Chanala	T No.3	73x3	0.03.00	DPF	1/9 Brunu Dhar CII-B
2	Delisting Tank	Kullu	Naggar	Chanala	T.No 6	30x6	0.01.80	DPF	1/9 Brunu Dhar CII-B
3	Water Still Power Pipe	Kullu	Naggar	Chanala	T.No 7	123x3	0.03.69	DPF	1/9 Brunu Dhar CII-B
4	Silt Fleshing Channel	Kullu	Naggar	Chanala	T.No 4	40x1	0.00.40	DPF	1/9 Brunu Dhar CII-B
5	For Way	Kullu	Naggar	Chanala	T.No 9	12x12	0.01.44	DPF	1/9 Brunu Dhar CII-B
6	Spil Way	Kullu	Naggar	Chanala	T. No 10	50x1	0.00.50	DPF	1/9 Brunu Dhar CII-B
7	Pen Stock	Kullu	Naggar	Chanala	T.No.11	226x2	0.04.52	DPF	1/9 Brunu Dhar CII-B
8	Power House	Kullu	Naggar	Chanala	T.No.12	20x15	0.03.00	DPF	1/9 Brunu Dhar CII-B
9	Switch Yard	Kullu	Naggar	Chanala	T.No.13	15x15	0.02.25	DPF	1/9 Brunu Dhar CII-B
10	Tail Race	Kullu	Naggar	Chanala	T.No.15	10x2	0.00.20	DPF	1/9 Brunu Dhar CII-B
11	Road to power house +U/c Transmission line	Kullu	Naggar	Chanala	T.No.16	44x4	0.01.76	DPF	1/9 Brunu Dhar CII-B
12	Muck Dumping Site No.2	Kullu	Naggar	Chanala	T.No.05	15x10	0.01.50	DPF	1/9 Brunu Dhar CII-B
13	Muck Dumping Site No.3	Kullu	Naggar	Chanala	T.No.08	12x10	0.01.20	DPF	1/9 Brunu Dhar CII-B
14	Muck Dumping Site No.4	Kullu	Naggar	Chanala Chanala	T.No.14	20x15	0.03.00	DPF	1/9 Brunu Dhar CII-B
				Part I		Total Land	0.27.45		

Divisional Forest Officer
Divisional Forest Officer
Divisional Forest Officer
Kullu Forest Division Kullu



User Agency

Proposal No.: - FP/HP/HYD/49485

# STATEMENT SHOWING DETAILS OF FOREST LAND FOR DIVERSION DUHANGAN- III (I MW)

## COMPONENT DETAIL FOREST LAND 2/18 JAMARI DHAR C-I

S. No.	Project name of component	& Forest Division	Forest Range	Muhal	Khasra & Tukda No.	Size of Component L/B	Forest Land Proposed for Diversion (Hec)	Legal Status of Forest Arca	Classification
t.	Trench Weir	Kullu	Naggar	Bhanara	T.No.2	20x15	0.03.00	DPF	2/18 Jamari Dhar C-1
2	Road to weir	Kullu	Naggar	Bhanara	T.No.1	130x4	0.05.20	DPF	2/18 Jamari Dhar C-1
3	Road to power house U/c Transmission Line	Kullu	Naggar	Bhanara	T.No.17	281x4	0.11.24	DPF	2/18 Jamari Dhar C-1
4	Underground Transmission Line	Kullu	Naggar	Bhanara	T.No18	1068x1	0.10.68	DPF	2/18 Jamari Dhar C-1
5	Interconnection point sub station solo tape point	Kullu	Naggar	Bhanara	T.No.19	4x4	0.00.16	DPF	2/18 Jamari Dhar C-1
6	Muck Dumping Site No. 1	Kullu	Naggar	Bhanara	T.No.20	15x5	0.00.75	DPF	2/18 Jamari Dhar C-1
						Total Land	0.31.03		

2/18 Jamari Dhar C-I 1/9 Bruni Dhar C-II B

0.31.03 0.27.45

Total Land

0.58.48

Divisional Forest Officer
Kullu Forest Division, Kullu
Divisional Forest Officer, Kullu
Kullu Forest Division Kullu





User Agency

Full Title Of The Project: Construction of Duhangan-III (1 MW), VPO Jagat Sukh

Tehsil Manali, District Kullu , HP within jurisdiction of Kullu Forest Division, District Kullu , Himachal Pradesh .

File No: FP/HP/HYD/49485/2020

Date Of Proposal:

#### UNDERTAKING REFARDING MUCK DUMPING

I/we/ M/s Dhomya Rishi Jamdagni Hydro Power Pvt.

Ltd. also hereby undertake that all the Muck to be generated will be dumped in the proposed dumping site.

Place: Kullu

Date 21-10-2022

Signature of user sgency

Countersigned-

Divisional Forest Officer
Kullu Forest Division Kullu
Divisional forests Officer,
Kullu Forest Division, Kullu
Office Seal

Full Title Of The Project: Construction of Duhangan-III (1 MW), VPO Jagat Sukh,

Tehsil Manali, District Kullu, HP within jurisdiction of Kullu

Forest Division, District Kullu, Himachal Pradesh.

File No: FP/HP/HYD/49485/2020

Date Of Proposal:

#### Undertaking

I/we Dhomya Rishi Jamdagni Hydro Power Pvt. Ltd. also hereby undertake to pay 0.5% of the project cost towards the cost of implementation of Soil and Moisture Conservation Plan after obtaining in-principal approval under the FC. Act 1980.

Place: Kully

Date 21-10-2020

Signature of usin Agency office Seal

Countersigned-

Divisional Forest Officer
Divisional Forest Officer
Kullu Forest Division, Kullu

Office Seal

#### Power Generation Capacity of Upstream and Down stream Duhangan Nallah in District Kullu H.P.

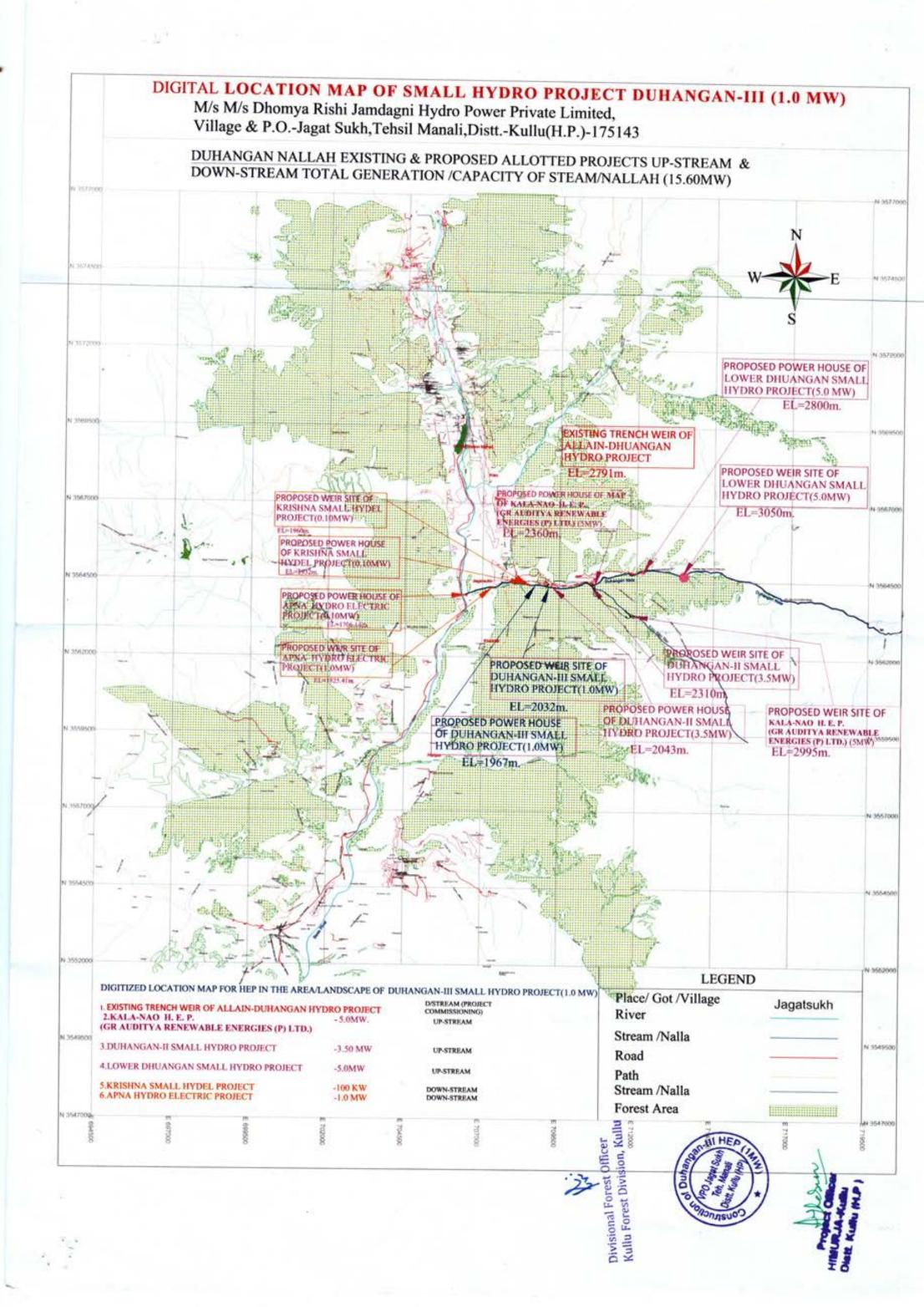
Sr.	Name of the	Capacity	River	Stream/	Elevatio	n in Meter
No.	Project	of the Project in MW	Basin	Nallah	Weir Site	Power House
1	LOWER SHEP DUHANGAN	5MW	BEAS	DUHANGAN NALLAH	3050	2800
2	KALANALA TOP SHEP	5MW	BEAS	DUHANGAN NALLAH	2995	2360
3	DUHANGAN II SHEP	3.50 MW	BEAS	DUHANGAN NALLAH	2310	2043
4	DUHANGAN III SHEP	1MW	BEAS	DUHANGAN NALLAH	2032	1967
5	DUHANGAN SHEP	100 KW	BEAS	DUHANGAN NALLAH	1960	1930
6	DUHANGAN SHEP	1MW	BEAS	DUHANGAN NALLAH	1825	1706

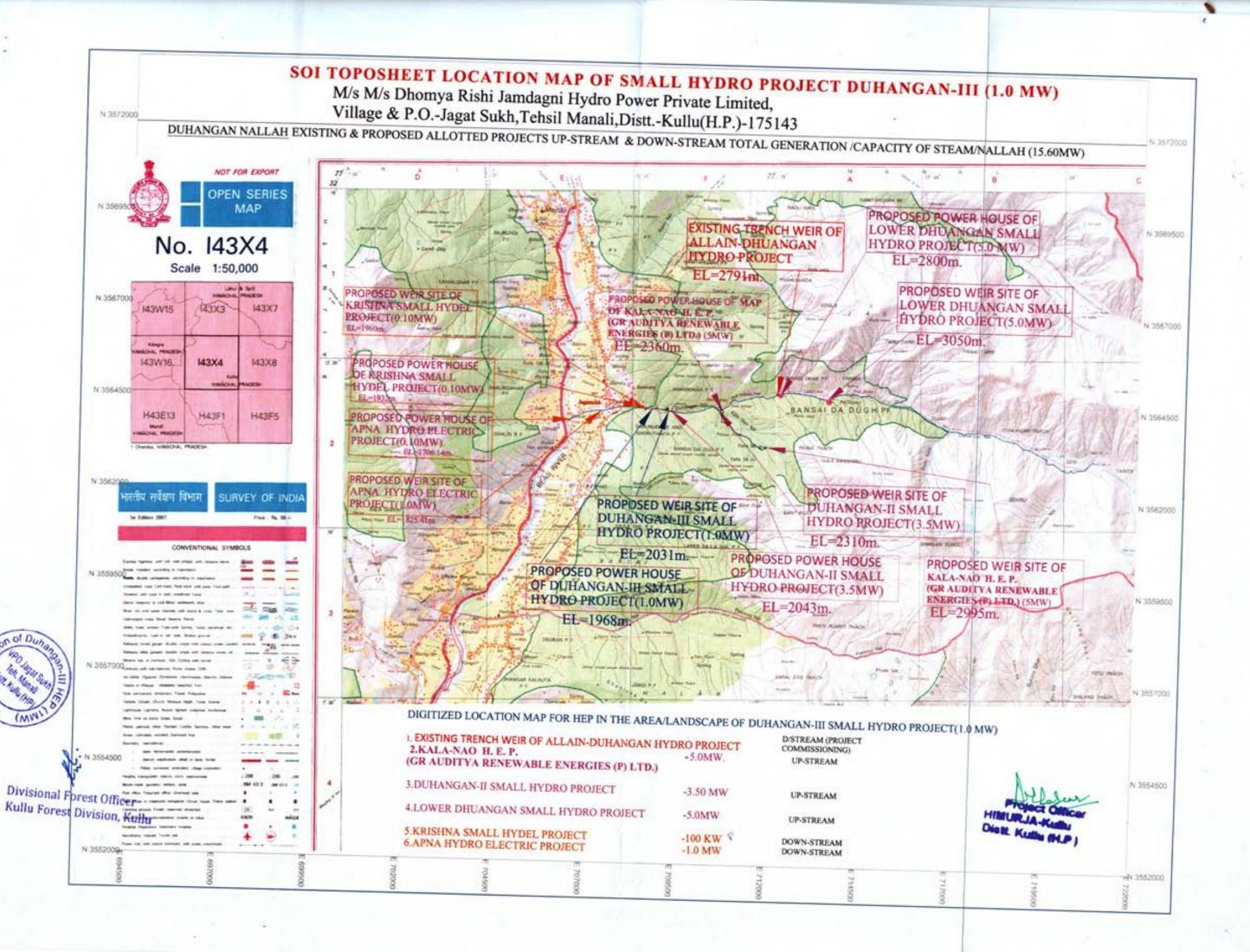
Total Capacity of the stream is 15.60 MW

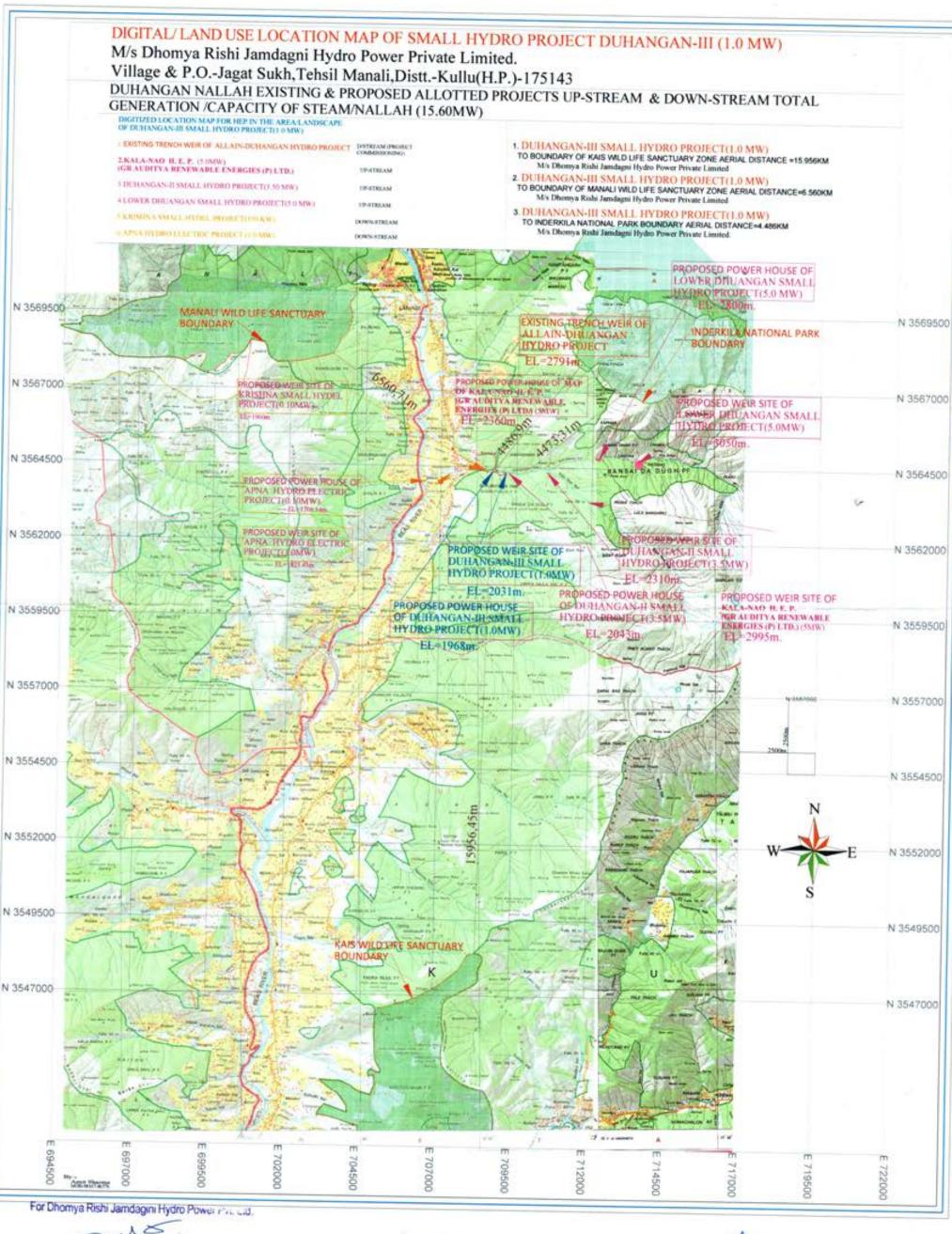


Project Officer HIMURJA-Kullu Dist. Kullu (M.P.)

Divisional Forest Officer Kullu Forest Division, Kullu







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Director

Range Torest Omcer Forest Hange Naggar

Divisional Forest Ornicer
Kullu Forest Division, Kullu

