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उत्तरांचल UTTARANCHAL

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उत्तरांचल UTTAR
7 NOV 2005
PATNA, INDIA

THIS IMPLEMENTATION AGREEMENT IS MADE ON THIS 21ST DAY OF NOVEMBER OF THE YEAR TWO THOUSAND AND FIVE BETWEEN :

THE GOVERNMENT OF UTTARANCHAL having its seat of Government at 4-A, Subhash Road, Dehradun - 248 001 through Secretary, Power & Irrigation (hereinafter referred to as "GOUA" which expression shall unless repugnant to the context or meaning thereof include its successor(s), permitted assigns) of the **FIRST PART.**

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AND

M/s Satluj Jal Vidyut Nigam Ltd., a Company incorporated under the Companies Act, 1956 having its registered office at Himfed Building, New Shimla, Shimla – 171 009, through Chairman & Managing Director duly authorized by SJVNL (hereinafter referred to as “COMPANY” which expression shall unless repugnant to the context or meaning thereof includes its successors, permitted assigns) of the SECOND PART.

AND

WHEREAS Jakhol Sankri Hydroelectric Project (hereinafter referred to as "Project") on river Supin in District Uttarkashi in the State of Uttaranchal with a proposed installed capacity of 33 MW (3x11) has been allocated to the COMPANY by GOUA on Build, Own, Operate and Maintain (BOOM) basis subject to the techno commercial viability and clearance of the project by Ministry of Environment & Forest (MOEF) and Central Electricity Authority (CEA).

For all correspondence, please contact: Dr. Jyoti Sankari, Department of Jyoti Sankari (33-85W) and

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Addl. GM (HOP)
 अपर महा प्रबंधक (परियोजना प्रमुख)
 J.S. HEP., MORI, UTTARKASHI, U.K.
 जखोल सांकरी, ज.वि.प., मोरी,
 उत्तरकाशी, उत्तराखण्ड-249128

NOW, THEREFORE, FOR AND IN CONSIDERATION OF PREMISES AND MUTUAL COVENANTS SET FORTH HEREIN THE PARTIES HEREBY AGREE AS FOLLOWS :

- 1.0 That the Company shall carry out required survey and investigation and prepare a Detailed Project Report (DPR) including Catchment Area Treatment (CAT) Plan and Environmental Impact Assessment (EIA) Study.
- 2.0 After preparation of DPR and establishing the techno economic viability of the Project, the COMPANY shall timely implement Jakhol Sankri Hydroelectric Project, 33 MW (3x11) located in District Uttarkashi in the State of Uttaranchal as a regional power station, subject to the condition that the Company shall endeavor to commission the Project prior to March, 2012.
- 3.0 The COMPANY shall be liable for getting in time all the clearances, authorization and approvals required for the implementation of the Project. GOUA, in its purview, will provide all necessary help in this regard.
- 4.0 The Implementation Agreement in its entirety would be automatically deemed to be void if techno-economic clearance is not accorded by CEA and any modification or changes stipulated by CEA or any authority shall be automatically incorporated in the Project features which the Company shall comply with.
- 5.0 The COMPANY shall timely arrange all necessary finances for the implementation of the said project.
- 6.0 The ownership of the project shall vest with the COMPANY.
- 7.0 GOUA in its purview shall extend all necessary help to the COMPANY required for the implementation of Project. On specific request and proposal of the COMPANY and on fulfilling all the required criteria, the GOUA shall acquire the land required for the Project under the provisions of the Land Acquisition Act, 1894.
- 8.0 In case the COMPANY does not implement the Project under any circumstances, it shall hand over the Project back to GOUA on "as is where is basis" along with all the reports, other documents etc. The terms and conditions for such handing over of the Project shall be as mutually agreed.
- 9.0 a) 100% recruitment at the level of workmen (including Technical & Ministerial) required to be done, if any, will be done first from the land oustees and in case of non-availability of suitable candidate amongst land oustees, the recruitment will be done from other residents of Uttaranchal State whose names are registered on live register of any Employment Exchange located in the State subject to individuals fulfilling the qualification and job specification for the relevant post.
b) The COMPANY shall consider taking suitable technical & non-technical executives i.e. upto the level of Executive Engineer required for the Project from the Government/Semi Government Departments of GOUA including Irrigation Department Staff (upto 20%) on specific and permanent absorption basis in a phased manner, as and when the Project execution starts.

N. Ranjith
Addl. GM (HOP)
अपर महा प्रबंधक (परियोजना प्रमुख)
J.S. HEP, MORI, UTTARKASHI, U.K.
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उत्तरकाशी, उत्तराखण्ड-249128

- 10.0 The Company shall do all necessary arrangements and take all required steps to train/capacity building for land oustees/local people. In this endeavor the Company, within its purview shall also associate itself with all the efforts of GOUA.
- 11.0 The COMPANY shall prepare and implement Rehabilitation & Resettlement (R&R) Plan for the Project as per the GOUA guidelines and approval which shall not be inferior to the National Policy on Resettlement & Rehabilitation for Project Affected Families (NPRR-2003). In addition to R&R, the Company shall also run community development schemes and corporate social responsibility programmes for the villages within/around the Project site, entwined to cater to local area development including capacity/skill development of affected population, as per the objectives and policies of the Company.
- 12.0 COMPANY shall supply 12% free power from the Project to GOUA reckoned at Generating Station switch yard/Bus bar after excluding auxiliary consumption and transformation losses (net energy).
- 13.0 The COMPANY shall be liable and responsible for all its acts, neglects, omissions and commissions along with the acts, neglects, omissions and commissions of its contractors, subcontractors and assignees.
- 14.0 GOUA or its agents or a party authorized by it shall be free to investigate, survey and implement projects of any nature and purpose upstream and downstream of the Project. The implementation of such commercially viable upstream projects shall be done in consultation with the Company and approval of CEA.
- 15.0 The COMPANY shall be liable and responsible for complying with all the environmental obligations and conditions. The Company shall make all efforts to safeguard the existing facilities, if any, of the local inhabitants which includes replacement of such facilities. The Company shall be responsible for carrying out the work with due diligence with regard to compliance/responsibilities under various Central/State/Local Laws, Rules and Regulation. The Company shall insure the assets of the Project at its cost.
- 16.0 The Company shall ensure such minimum flow of water immediately downstream of the weir/barrage/dam for downstream requirements as specified in the environmental clearance issued by the competent authority. The Company shall also make provisions to ensure that the water stream of any kind be protected from any kind of pollution in the Project Site.
- 17.0 In case any existing facilities including, but not limited to, irrigation system, water supplies, roads, bridges, buildings, communication system(s), power systems and water mills are adversely affected because of Implementation of the Project, the Company shall be responsible for taking remedial measure to mitigate such adverse effect. The cost of the above remedial measure shall become a part of the Project Cost. Such measures shall be as mutually identified and agreed upon between the Company and the GOUA.

Addl. GM (HOP)
 अपर महा प्रबंधक (परियोजना प्रमुख)
 J.S. HEP, MORI, UTTARKASHI, U.K.
 जखोल सांकरी, ज.वि.प., मोरी,
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- 18.0 The Company shall ensure proper safety measures during implementation of the Project including any geological study, construction and testing at site. The GOUA shall have the right to institute an appropriate mechanism, in consultation with the Company to ensure compliance in this regard.
- 19.0 The COMPANY shall allow GOUA, its Officers/Staff or authorized agents to use the roads and facilities such as Post Office, School, Dispensary and also shall extend facility of guest house etc. The GOUA and its authorized agents shall be allowed to inspect the Project and its site(s).
- 20.0 Due to environmental and other reasons GOUA has planned a valley wise integrated transmission system to have a common evacuation corridor for all the hydel projects to be developed. Therefore it is specifically agreed that evacuation of power from the Project shall be done through the integrated transmission/evacuation system being planned/developed by the CEA/CTU/STU after consultation with NREB and GOUA. Company's project being national/regional project, it will be necessary to ensure evacuation of power to the national grid to discharge the power delivery obligations to its customers. The section of the lines to be constructed to evacuate power upto National grid point from the Project shall be mutually discussed & agreed between the Company and Transmission Corporation of GOUA.
- 21.0 The Company shall pay taxes, duties & other levies as applicable from time to time to the respective Departments of the State & Central & Local Government unless the developer of such projects is specifically exempted from paying such taxes & duties.
- 22.0 **Resolution of Disputes:-** The Parties agree that every dispute, difference or question which may at any time arise between the parties here in out of or in connection with this agreement or the subject matter thereof, including the validity and interpretation of this agreement in part or full (hereinafter referred to as "Dispute") shall be settled and resolved in accordance with the procedure laid down herein:-

Parties shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a Dispute to settle such Dispute by mutual discussion. In case the Dispute cannot be resolved by mutual discussion, the Dispute shall be dealt with as per the provision of settled law/GOI guidelines failing which it shall be dealt through arbitration under the Arbitration and Conciliation Act, 1996.
- 23.0 This agreement applies only to the current Project and may not be raised as a precedent in Courts or elsewhere, not referred to, in regard to any other project.
- 24.0 This Agreement shall come into force for all purposes and intents upon its signing. The terms and conditions of this Agreement may be varied with mutual consent in writing by both Parties.
- 25.0 Any and all correspondence/demands made or notice to be sent or required to be made under this Implementation Agreement shall be in writing in English language, signed by the Party giving such notice (claim or demand) and shall be delivered personally or by any feasible mode of transmission coupled with sending original or registered post or e-mail to other Parties at their addresses set forth herein below or at such other addresses as other Party may subsequently notify.

Addl. GM (HOP)

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All notices shall be deemed to have been served when delivered, which include facsimile as stated below:

ADDRESS

GOUA

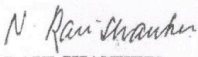
Secretary (Irrigation & Power)
Govt. of Uttaranchal
4, Subhas Road
Dehradun-248006.

COMPANY

Chairman & Managing Director,
Satluj Jal Vidyut Nigam Ltd.
Himfed Building, New Shimla,
Shimla - 171 009.

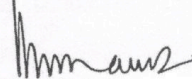
IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENT TO BE SIGNED, SEALED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

FOR AND ON BEHALF OF
GOVT. OF UTTARANCHAL STATE


(N. RAVI SHANKER)

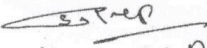

(1st Party)

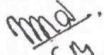
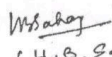
FOR AND ON BEHALF OF
SATLUJ JAL VIDYUT NIGAM LTD.

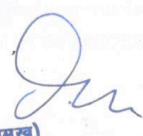

(H.K. SHARMA)

(2nd Party)

WITNESS :

1. 
S.P. Singh
Cm & Upu
2. 
(Dr. M.C. JOSHI)
Add. Sec. Energy
Govt. of Uttaranchal

1. 
(M.S. Sharma)
DUF
2. 
(H.B. Saini)
DCM (CP)


Addl. GM (HOP)
अपर महा प्रबंधक (परियोजना प्रमुख)
J.S. HEP, MORI, UTTARKASHI, U.K.
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