



JSWEKL/KUTEHR/TRANSMISSION-LINE/2022/ 6035
23rd September 2022

To

The Divisional Forest Officer
Forest Division, Bharmour
Distt: Chamba (HP)

Sub: Diversion of 3.7904 Ha of forest Land in favor of JSW Energy (Kutehr) Ltd, for construction of 400 kV D/C Transmission Line from Tower 8 of Lahal Rajera Line to pothead yard of Kutehr HEP, under the Jurisdiction of Bharmour Forest Division, Bharmour, HP.

Ref: Minutes of 11th Meeting of Regional Empowered Committee of Integrated Regional Office, MOEF & CC, held on 16.09.2022 circulated vide Letter No: 14-4/IRO/REC/2021/1/498 dated 20/09/2022 further marked by DFO Bharmour to User Agency on 23/09/2022

Proposal No: FP/HP/TRANS/130156/2021 dated 13/3/2021

Dear Sir,

This is regarding the observations raised by IRO, MOEF & CC vide above referred letter, marked to User Agency by DFO Office Bharmour on 23/09/2022. The clarifications pertaining to User Agency are as furnished below:

1. Detailed Muck Management Plan showing quantity of muck to be generated and to be utilized/management may be provided.

The desired information is enclosed as Annexure-1. This detail is uploaded in Part-I Additional Information.

2. Tripartite Agreement between Government of HP, M/s JSW Energy limited and M/s JSW Energy (Kutehr) Limited is of the year 2013. Therefore, afresh Tripartite Agreement/Supplementary Tripartite Agreement is required to be submitted.

Copies of Supplementary Implementation Agreement dated 26.11.2018 and Second Supplementary Implementation Agreement dated 27.01.2021 enclosed as Annexure -2 & 3.

3. The NPV values mentioned in NPV calculation sheet/bill are incorrect. Therefore, same may be reviewed and rectified accordingly, and fresh NPV bill may be uploaded.

Pertains to DFO Office, Bharmour.

Page 1 of 3

Regd. Office of JSW Energy Limited

JSW Centre, Bandra Kurla Complex,
Bandra (East), Mumbai - 400 051

Phone : +91 22 4286 1000

Fax : +91 22 4286 3000

Website : www.jsw.in

4. PCCF (WL)-cum-CWLW, Himachal Pradesh Forest Department provided the latest digital layer of the boundaries of Protected Areas and Eco-Sensitive Zones of Himachal Pradesh on 16.07.2022 through e-mail. Analysis of the aerial distance from PA and their ESZs are being carried out as per the latest digital layer. In this case also, analysis of the aerial distance from Tundah WLS and its ESZ has been carried out as per the latest boundaries. The comparative detail of aerial distances provided by CWLW, DSS analysis and as per the analysis of the latest digital boundaries (provided by CWLW) are as below:

Aerial Distance from Tundah WLS			Aerial Distance from ESZ of Tundah WLS		
As per CWLW	As per DSS analysis	As per Digital Boundaries provided by CWLW	As per CWLW	As per DSS analysis	As per Digital Boundaries provided by CWLW
2.78 km	110 m	2.73 km	800 m	Not Possible as layer of ESZ of PAs is not Available in DSS portal.	790 m

Since there is variation in the aerial distance of project site from Tundah WLS calculated by DSS analysis and provided by PCCF-(WL)-CWLW, therefore same is required to be re-verified and along with comments of State Government for such variation.

Pertains to DFO Office, Bharmour.

5. REC further noted that the boundaries of various PAs in the State of Himachal Pradesh have been rationalized/revised few years back. Therefore, Nodal Officer (FCA), HPFD needs to provide the latest/updated duly authenticated digital layers of the boundaries of all the PAs of the State to the Ministry so that proper DSS analysis can be carried out on the updated boundary status of these PAs. Documentary proof of compliance of the same by the Nodal Officer is required to be submitted in this office.

The Chairman appraised the Committee that this particular matter (providing the latest/updated duly authenticated digital layers of the boundaries of all the PAs of the State to the Ministry by the State Govt) was also covered in the minutes of the meeting vide OM file no. 8B/HP/01/147/2018/FC dated 13.05.2022 { Subject: Minute of meeting to





discuss the issues pertaining to non-forestry use of forest land for various hydel projects of Himachal Pradesh held on 12.04.2022 under the Chairmanship of IGF (ROHQ), MoEFCC-reg., which is yet to be complied by the State Government.

Pertains to DFO Office, Bharmour.

6. The approval for the change of name from M/s JSW Energy Limited to M/s JSW Energy (Kutehr) Limited, if obtained by now from Ministry may be provided to this office.

It is to submit that the proposal for change of name has already been cleared from the Nodal Officer-cum-APCCF (FCA) O/o Pr. CCF. H.P. Shimla-1 on dated 4.08.2022 and sent the case to The Dy. Inspector General of Forests (Central), MOEF & CC, GOI, (Forest Conservation Division), Indira Paryavaran Bhawan, New Delhi for necessary action.

Once the approval is obtained, the same shall be provided to your good office.

Thanking you and assuring you of our best cooperation.

Yours faithfully,

For JSW Energy (Kutehr) Ltd.

(M Y Eswarappa)
Associate Vice President

Encl: As Above.

NAME OF WORK:- LILO of one CKT of 400 kV D/C Transmission Lahal-Rejra Line with TWIN MOOSE conductor from Tower No T-8 to Kutler- HEP (JSW) in District Chamba			
TOWER WISE DETAIL OF EARTH CUTTING AND FILLING			
S.No.	Description	Cutting (cum)	Filling (cum)
1	Tower No.1		
	Bench cutting/ filling + Breast wall cutting	550.25	87.72
	Excavation of retaining wall foundation	103.07	
	Backfilling behind retaining walls		378.56
	Filling of tower pits after concreting.		58.6
	Total (i)	653.32	524.88
2	Tower No.2		
	Bench cutting/ filling + Breast wall cutting	197.75	229.28
	Excavation of retaining wall foundation	166.29	
	Backfilling behind retaining walls		344
	Filling of tower pits after concreting.		58.6
	Total(ii)	364.04	631.88
3	Tower No.3		
	Bench cutting/ filling + Breast wall cutting	445	280
	Excavation of retaining wall foundation	270.21	
	Backfilling behind retaining walls		408.495
	Filling of tower pits after concreting.		58.6
	Total(iii)	715.21	747.095
4	Tower No.4		
	Bench cutting/ filling + Breast wall cutting	861	140
	Excavation of retaining wall foundation	272.31	
	Backfilling behind retaining walls		410
	Filling of tower pits after concreting.		58.6
	Total(iv)	1133.31	608.6
5	Tower No.5		
	Bench cutting/ filling + Breast wall cutting	446	421
	Excavation of retaining wall foundation	303.12	
	Backfilling behind retaining walls		558.95
	Filling of tower pits after concreting.		58.6
	Total(v)	749.12	1038.55
GRAND TOTAL (i+ii+iii+iv+v)		3615	3551.005

NOTE:-

1) Net surplus earth as per calculations = $3615 - 3551.005 = 64$ cum approx. i.e., avg. 12.8 cum/ per tower.

2) At most of tower locations, out of total earth cutting as computed above, 20 to 40 % of stone/ boulders other than soil likely to be found during excavation/ cutting which will be used in revetment work and as a filter media behind the revetment wall.

3) Since earth cutting & excavation filling is a combination of soil and stone/ boulders , but practically earth/ soil is required to be borrowed from other locations for maintaining the tower benches with earth filling.

4) In exceptional case, if stone/ boulders not found during cutting and excavation then plinth/ height of retaining walls to be increased for consuming the surplus earth.

HENCE, THERE WILL BE NO SURPLUS EARTH/ SOIL FOR DISPOSING OFF AT EACH TOWER LOCATION.

Junior Engineer (C)
O/o DGM & Head Trans Design
HPPTCL Anu, Hamirpur (H.P.)

Assistant Engineer
O/o DGM & Head Trans Design
HPPTCL Anu, Hamirpur(H.P.)

Sr. Manager
O/o DGM & Head Trans Design
HPPTCL Anu Hamirpur (H.P.)





हिमाचल प्रदेश HIMACHAL PRADESH

B 531286

SUPPLEMENTARY IMPLEMENTATION AGREEMENT


FOR

KUTEHR HYDRO ELECTRIC PROJECT (240 MW)

This Supplementary Implementation Agreement executed on 26th of the month of November in the year Two Thousand Eighteen between the Governor of Himachal Pradesh, through Mrs. Manasi Sahay Thakur, Director, Directorate of Energy, Government of Himachal Pradesh, having its office at Shanti Bhawan, Sector-6, Phase-III, New Shimla (HP)-171009, (hereinafter referred to as "First Party"), which expression unless repugnant to the context or meaning thereof, shall include its successor(s), administrator(s) or permitted assigns, of the FIRST PART;

AND

M/s JSW Energy (Kutehr) Limited, a generating Company within the meaning of Section 2 (28) of the Electricity Act, 2003, an Indian Company incorporated under the Companies Act, 1956 having its Registered Office at Village- Machetar, PO- Chanhota, Tehsil- Bharmour, Chamba (HP) -176309, India (hereinafter referred to as "Second Party") which expression shall, unless repugnant to the context or meaning thereof, include its successor(s), administrator(s) or permitted assigns, through Mr. Perveen Puri who has been duly authorized by the Second Party vide their resolution dated 11.09.2018 to execute this agreement, of the SECOND PART.


Director
Directorate of Energy,
Himachal Pradesh

-(1)-



WHEREAS the First Party, in accordance with its Power Policy had allotted Kutehr Hydro Electric Power Project for an installed capacity of 260 MW to M/s JSW Energy Limited and entered into a Pre-Implementation Agreement on 01.03.2008 to carry out detailed investigations, Techno –Economic Studies and submission of a Detailed Project Report (DPR) in respect of Kutehr HEP (260 MW), located in District Chamba of Himachal Pradesh (hereinafter referred to as the “Project”); and

WHEREAS, M/s JSW Energy Limited after carrying out the necessary detailed investigation on the Project, submitted the Detailed Project Report for an installed capacity of 240 MW to Central Electricity Authority (CEA) which was accorded concurrence on 31.08.2010; and

WHEREAS, the Implementation Agreement was signed between the First Party and M/s JSW Energy Limited for the implementation of Kutehr HEP (240 MW) on 04.03.2011; and

WHEREAS, M/s JSW Energy Limited requested the First Party to transfer all the assets, responsibilities, obligations, rights, privileges and benefits in respect of Kutehr HEP (240 MW) in favour of M/s JSW Energy (Kutehr) Limited, for which a Tripartite Agreement between the First Party, M/s JSW Energy Limited and M/s JSW Energy (Kutehr) Limited was signed on 31.10.2013; and

WHEREAS, this Supplementary Implementation Agreement is being signed by both the Parties only to the extent that the amended provisions of Free Power Royalty applicable to allotted projects as per Govt. notification dated 15.05.2018 is incorporated. This agreement shall in no way affect all other terms & conditions and pre-determined milestones as per Implementation Agreement dated 04.03.2011.

NOW THIS SUPPLEMENTARY AGREEMENT WITNESSES AS UNDER

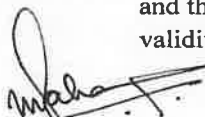
I. Both the parties agree to amend the existing clause no. 5.3.1 as under:-

5.3 Royalty:

5.3.1 The royalty in the shape of free power shall be levied @ 12 % of the Deliverable Energy of the Project for the period starting from the date of synchronization of the first generating unit and extending up to 12 years from the date of Schedule Commercial Operation of the Project, @ 18 % of Deliverable Energy of the Project for a period of next 18 years and @ 30 % of the Deliverable Energy for the balance Agreement Period beyond 30 years. The royalty in the shape of free power shall start accruing to the First Party from the Scheduled Commercial Operation Date/Synchronization of first generation unit, whichever is earlier.

Provided further that the First Party vide notification No. MPP (F)-2/2005-X dated 15.05.2018 has deferred Free Power Royalty for the critical period of initial 12 years i.e. during first time band of the Project. The quantum to be deferred shall be recovered in the next 28 years i.e. during the period starting from 13th year and extending till completion of 40th year of commissioning at a uniform percentage rate.

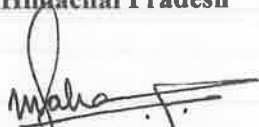
This **Supplementary Implementation Agreement** signed on the date first written above and the Implementation Agreement signed on **04.03.2011** shall be in force simultaneously till the validity of the Implementation Agreement.


Director
Directorate of Energy,
Himachal Pradesh




In witness whereof, the Parties hereto have executed and delivered this agreement at Shimla, Himachal Pradesh on the date first written above.

For & on behalf of the Government of
Himachal Pradesh


(Manasi Sahay Thakur)
The Director,
Directorate of Energy


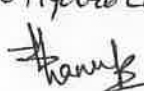
For and on behalf of M/s JSW Energy (Kutehr)
Limited

 26/11/18
(Perveen Puri)
Authorized signatory

WITNESSED BY:

1. 
SE (GenP)
2. 
(Anshul Sharma)
AsE

WITNESSED BY:

1. 
(Shekhar Gupta)
JSW Hydro Energy Ltd
2. 
(Kanwar Bhanu Uday Singh)
Asst. Manager, JSW Hydro Energy Ltd.





हिमाचल प्रदेश HIMACHAL PRADESH

C 177242

**SECOND SUPPLEMENTARY IMPLEMENTATION AGREEMENT
FOR KUTEHR HYDRO-ELECTRIC PROJECT (240 MW)**

This Agreement executed on 27th day of the month of **January** in the year **Two Thousand and Twenty One**, between the Governor of Himachal Pradesh, through **Sh. Harikesh Meena, IAS**, Director, Directorate of Energy, Government of Himachal Pradesh, having its office at Shanti Bhawan, Sector-6, Phase-III, New Shimla, Shimla (HP)-171009, (hereinafter referred to as "First. Party"), which expression unless repugnant to the context or meaning thereof, shall include its successor(s), administrator(s) or permitted assigns, of the **FIRST PART**;

AND

M/s JSW Energy (Kutehr) Limited, a company incorporated under the Companies Act 1956 and having its registered office at Village – Machetar, PO-Chanhota Tehsil – Bharmour Chamba Chamba HP 176309 In (which expression shall, unless repugnant to the context or meaning thereof, include its holding company, subsidiaries, associates, successor(s), administrator(s), and permitted assigns(s) (hereinafter referred to as "**Second Party**") through **Sh. Sanjeev Kumar Mahajan** who has been duly authorized by the Second Party vide their Board resolution dated 19.11.2020 to execute this agreement of **SECOND PART**.

Director,
Directorate of Energy,
GoHP, Sector-6, Phase-III,
New Shimla-171009

[1]



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12 JAN 2021

2701

14-1-2021

Sr. No.
Name. M/s Jew Energy Claukehr's Limited
S/o, D/o, V. Machhetas Do Chanchants
P/o Bharamu Chancha
Teh. Lanna
Through Bharmu Chancha
Purpose Agree

VERMA S. K. YAP
Stamp Vendor
D.O. Office Stamp No. 171001

Handwritten signature



WHEREAS the First Party, in accordance with its Power Policy had allotted Kutehr Hydro Electric Power Project for an installed capacity of 260 MW to M/s JSW Energy Limited and entered into a Pre-Implementation Agreement on 01.03.2008 to carry out detailed investigations, Techno –Economic Studies and submission of a Detailed Project Report (DPR) in respect of Kutehr HEP (260 MW), located in District Chamba of Himachal Pradesh (hereinafter referred to as the “Project”); and

WHEREAS, M/s JSW Energy Limited after carrying out the necessary detailed investigation on the Project, submitted the Detailed Project Report for an installed capacity of 240 MW to Central Electricity Authority (CEA) which was accorded concurrence on 31.08.2010; and

WHEREAS, the Implementation Agreement was signed between the First Party and M/s JSW Energy Limited for the implementation of Kutehr HEP (240 MW) on 04.03.2011; and

WHEREAS, M/s JSW Energy Limited requested the First Party to transfer all the assets, responsibilities, obligations, rights, privileges and benefits in respect of Kutehr HEP (240 MW) in favour of M/s JSW Energy (Kutehr) Limited, for which a Tripartite Agreement between the First Party, M/s JSW Energy Limited and M/s JSW Energy (Kutehr) Limited was signed on 31.10.2013; and


WHEREAS, the Supplementary Implementation Agreement (SIA) between GoHP and M/s JSW Energy (Kutehr) Limited for incorporating the provision of free power Royalty deferment applicable to allotted projects as per GoHP notification 15.05.2018, was signed on 26.11.2018; and

WHEREAS, the Zero Date in respect of Kutehr HEP (240 MW) as per the milestones stipulated in the Implementation Agreement signed on 04.03.2011 was 03.03.2014; and

WHEREAS, First Party vide notification dated 07.11.2020 has allowed One Time Amnesty by redefining zero date for projects which are under investigation & clearance stage where IAs have already been signed and by redefining Scheduled Commercial Operation Date (SCOD) for projects under construction stage; and

WHEREAS, in pursuance to the above notification, the Second Party vide its application dated 30.11.2020, has requested to avail One Time Amnesty and further requested to sign Supplementary Implementation Agreement; and

WHEREAS, this Second Supplementary Implementation Agreement is being signed by both the Parties only to the extent that the Zero Date of Kutehr HEP (240 MW) shall be redefined as per notification dated 07.11.2020. This agreement shall in no way affect all other terms and conditions of Implementation Agreement dated 04.03.2011, Tripartite Agreement signed on 31.10.2013 and Supplementary Implementation Agreement dated 26.11.2018.


Director,
Directorate of Energy,
GoHP, Sector-6, Phase-III,
New Shimla-171009



NOW THIS SUPPLEMENTARY AGREEMENT WITNESSES AS UNDER

I. Both the Parties agree to amend /incorporate the existing clause 5.1.2 as under:

The timelines for redefining of Zero Date in respect of Kutehr HEP (240 MW) is as under:

Sr. No.	Milestones	Time period	Consequential Action
1.	Apply for connectivity & signing of Long Term Open Access (LTOA) Agreement with HPPTCL or for signing of PPA with HPSEBL.	Within one month from the date of signing of SIA.	If the project developer fails to achieve this milestone within specified period of one month, the allotment of the project shall be liable to be cancelled.
2.	Signing of Connectivity Agreement & Long Term Open Access (LTOA) Agreement with HPPTCL or PPA with HPSEBL.	Within six months from the date of signing of SIA.	If the project developer fails to achieve this milestone within specified period of six months, the allotment of the project shall be liable to be cancelled.
3.	Furnishing of compliance reports for the progress achieved on continuous basis in the prescribed format.	Every two months on continuous basis starting two months from the date of signing of SIA	In case a project developer fails to submit the bimonthly, three consecutive compliance reports on prescribed formats in the first six months, the allotment of the respective project shall be liable to be cancelled.
4.	Submission of quantitative progress report on the progress achieved so far	At the time of completion of one year from the date of signing of SIA	In case a project developer fails to submit the quantitative progress report on the progress achieved so far at the time of completion of one year from the date of signing of SIA, and the report is not found satisfactory, the allotment of the respective project shall be liable to be cancelled.
5.	Zero Date for start of construction work	Redefined as 29.10.2019	

Director,
Directorate of Energy,
GoHP, Sector-6, Phase-III,
New Shimla-171009



Note: The Second Party shall not be entitled for any incentive on account of early commissioning of the project after availing relaxation under One Time Amnesty.

This **Second Supplementary Implementation Agreement** signed on the date first written above and the Implementation Agreement signed on 04.03.2011, Tripartite Agreement signed on 31.10.2013 and Supplementary Implementation Agreement signed on 26.11.2018 shall be in force simultaneously till the validity of the Implementation Agreement, Tripartite Agreement and Supplementary Implementation Agreement.


In witness whereof, the Parties hereto have executed and delivered this Agreement at Shimla, Himachal Pradesh on the date first written above, for the Implementation of Kutehr HEP for installed capacity of 240 MW.

For & on behalf of the Government

of Himachal Pradesh
Director,
Directorate of Energy,
GoHP, Sector-6, Phase-III,
New Shimla-171009
(Harikesh Meena, IAS)
Director,
Directorate of Energy,

For and on behalf of M/s JSW Energy
(Kutehr) Limited

Sanjeev Kumar
(Sanjeev Kumar Mahajan)
Authorized signatory



WITNESSED BY:

1.

Anshul Sharma
Anshul Sharma
SE (AMP)

2.

Ashit Keshyop
Ashit Keshyop
AEE, DOE

WITNESSED BY:

1.

Rajendra Kumar
Rajendra Kumar
Head Corporate Affairs

2.

Prashant Saxena
Prashant Saxena
16/11/2018 (Karnal)