

Component-wise breakup of forest and non-forest land requirement for construction of Bloot HEP (5.0 MW)

| Sr. No. | District | Division | Range/Tehsil/Village | Name of Component | Forest Area Details | | Non-Forest Area Details | | Total Area (Forest + Pvt) in hect. |
|---------|----------|----------|-------------------------------------|-------------------|--|-------------|-------------------------|-------------|------------------------------------|
| | | | | | Tukda/ Khasra No. | Area in ha. | Tukda/ Khasra No. | Area in ha. | |
| 1 | Kullu | Kullu | Patlikuhal/ Kullu/ Narain Dugh | Trench Weir | 3, 4 | 0.12 | | 0 | 0.12 |
| 2 | Kullu | Kullu | Patlikuhal/ Kullu/ Narain Dugh | Power Channel | 2, 6 | 0.0617 | | 0 | 0.0617 |
| 3 | Kullu | Kullu | Patlikuhal/ Kullu/ Narain Dugh | Desilting Tank | 5 | 0.075 | | 0 | 0.075 |
| 4 | Kullu | Kullu | Patlikuhal/ Kullu/ Narain Dugh | Flushing Channel | 7 | 0.064 | | 0 | 0.064 |
| 5 | Kullu | Kullu | Patlikuhal/ Kullu/ Zingling | HRT | U/G | 0.3465 | | 0 | 0.3465 |
| 6 | Kullu | Kullu | Patlikuhal/ Kullu/ Zingling | Adit-I | U/G | 0.0128 | | 0 | 0.0128 |
| 7 | Kullu | Kullu | Patlikuhal/ Kullu/ Kathi | Adit-II | U/G | 0.0105 | | 0 | 0.0105 |
| 8 | Kullu | Kullu | Patlikuhal/ Kullu/ Kathi | Forebay | U/G | 0.0492 | | 0 | 0.0492 |
| 9 | Kullu | Kullu | Patlikuhal/ Kullu/ Kathi | Penstock | 70/1, 86/1, 76/1, 84/1, 86/5 | 0.145 | 77/1, 79/1, 80/1 | 0.0614 | 0.2064 |
| 10 | Kullu | Kullu | Patlikuhal/ Kullu/ Kathi | Power House | 86/6, 307/1 | 0.1501 | | 0 | 0.1501 |
| 11 | Kullu | Kullu | Patlikuhal/ Kullu/ Kathi | Switchyard | 307/4 | 0.0978 | | 0 | 0.0978 |
| 12 | Kullu | Kullu | Patlikuhal/ Kullu/ Kathi | T/line Platform | 307/8, 307/10, 306/2 | 0.057 | | 0 | 0.057 |
| 13 | Kullu | Kullu | Patlikuhal/ Kullu/ Kathi & Kasta | Transmission Line | 307/7, 307/9, 307/11, 306/1, 306/3, 309/1, 103/1, 55/1 | 0.8022 | | 0 | 0.8022 |
| 14 | Kullu | Kullu | Patlikuhal/ Kullu/ Narain Dugh | Dumping Area DA-1 | 8 | 0.2375 | | 0 | 0.2375 |
| | Kullu | Kullu | Patlikuhal/ Kullu/ Narain Dugh | Dumping Area DA-2 | 123/3 | 0.18 | | 0 | 0.18 |
| | Kullu | Kullu | Patlikuhal/ Kullu/ Kathi | Dumping Area DA-3 | 68/8 | 0.09 | | 0 | 0.09 |
| | Kullu | Kullu | Patlikuhal/ Kullu/ Kathi | Dumping Area DA-4 | 307/3 | 0.135 | | 0 | 0.135 |
| | Kullu | Kullu | Patlikuhal/ Kullu/ Zingling | Dumping Area DA-5 | 123/2 | 0.051 | | 0 | 0.051 |
| | Kullu | Kullu | Patlikuhal/ Kullu/ Zingling | Dumping Area DA-6 | 122/4 | 0.09 | | 0 | 0.09 |
| 15 | Kullu | Kullu | Patlikuhal/ Kullu/ Narain Dugh | Footpath | 10, 11, 123/5, 123/7, 123/10 | 0.0166 | | 0 | 0.0166 |
| 16 | Kullu | Kullu | Patlikuhal/ Kullu/ Zingling & Kathi | Working Area | 123/9, 68/9 | 0.016 | | 0 | 0.016 |

| Sr. No. | District | Division | Range/Tehsil/Village | Name of Component | Forest Area Details | | Non-Forest Area Details | | Total Area (Forest + Pvt) in hect. |
|---------|----------|----------|--|-------------------|--|---------------|-------------------------|---------------|--|
| | | | | | Tukda/ Khasra No. | Area in ha. | Tukda/ Khasra No. | Area in ha. | |
| 17 | Kullu | Kullu | Patlikuhal/ Kullu/ Narain Duth, Zingling & Kathi | Road | 1, 9, 1/1, 122/1, 122/5, 123/1, 68/1, 68/3, 68/6, 86/3, 86/7 | 1.9718 | | 0 | 1.9718 |
| 18 | Kullu | Kullu | Patlikuhal/ Kullu/ Kathi | Bridge | 308/1 | 0.023 | | 0 | 0.023 |
| 19 | Kullu | Kullu | Patlikuhal/ Kullu/ Kathi | Ropeway | 68/10 | 0.028 | | 0 | 0.028 |
| 20 | Kullu | Kullu | Patlikuhal/ Kullu/ Kathi | TRC | 307/5, 307/16, 307/13 | 0.0332 | 90/1 | 0.0014 | 0.0346 |
| | | | Tota Area | | | 4.8639 | | 0.0628 | 4.9267 |


 Stamp & Sign of User Agency
 (Authorized Signatory)



हिमाचल प्रदेश HIMACHAL PRADESH

01AA 129934

MEMORANDUM OF UNDERSTANDING BETWEEN GOVERNMENT OF HIMACHAL PRADESH AND M/S APPLE VALLEY DEVELOPERS VPO MOHAL, KULLU, DISTRICT KULLU, HIMACHAL PRADESH-175126 FOR PREPARATION OF DETAILED PROJECT REPORT FOR BALOOT-FOZAL HYDRO ELECTRIC POWER PROJECT (2.00 MW) IN DISTRICT KULLU, HIMACHAL PRADESH.

This Memorandum of Understanding (MOU) executed on this day 5th June in the year two thousand **Seven** between the Governor of Himachal Pradesh, through the Secretary (Non Conventional Energy Sources) to the Government of Himachal Pradesh (hereinafter referred to as the "First Party") which expression shall unless repugnant to the context or meaning thereof, shall include his successors in office of the FIRST PART;

AND

M/s Apple Valley Developers, VPO Mohal, Kullu, District Kullu, Himachal Pradesh-175126, a Company incorporated and registered under the provisions of Companies Act, 1956 or Himachal Pradesh Co-operative Societies Act, 1968 or Indian Partnership Act 1932 or Sole Proprietor having its registered office at VPO Mohal, Kullu, District Kullu, Himachal Pradesh-175126, and Corporate office in Himachal Pradesh at VPO Mohal, Kullu, District Kullu, Himachal Pradesh-175126, (hereinafter referred to as the "Second Party") through its authorised signatory Sh. Atul Sharma (Managing Partner) duly authorized by the Second Party by its Resolution No. Nil dated 11-04-07 of the OTHER PART.

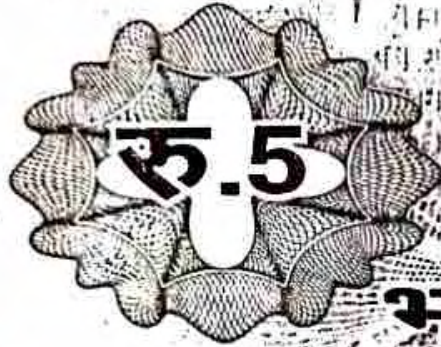
Principal Secretary (N.E.S.)
Govt. of Himachal Pradesh

For APPLE VALLEY Developers
Managing Director / Director

भारतीय गैर न्यायिक

पाँच रुपये

FIVE RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

हिमाचल प्रदेश HIMACHAL PRADESH

01AA 129935

WHEREAS the First Party has decided to allow Hydro-electric Power Generation Projects in the Private Sector and has invited proposals for private investments in such Projects, interalia Baloot-Fozal Project in Kullu District (Himachal Pradesh) of the capacity of 2.00 MW; and

WHEREAS the Second Party is desirous of setting up the Hydroelectric Power Project in pursuance to the notice at Baloot-Fozal in Kullu District (Himachal Pradesh) as well as the arrangement for synchronizing with the grid associated therewith; and

WHEREAS if the Second Party considers necessary to incorporate a new Public/Private Limited Company for the implementation and operation of the said Project, then the Registered office of the new Company shall be in Himachal Pradesh and all rights and obligations under this agreement shall stand transferred to the new Company;

WHEREAS the First Party and the Second Party have held discussions and reached an understanding for investigations and preparation of Detailed Project Report (DPR) and are desirous of reducing in writing the terms and conditions of the said understanding;

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For APPLE VALLEY
Managing Director / Director.

NOW THIS MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES HAVE BEEN ARRIVED AT AND WITNESSETH AS FOLLOWS: -

1. The Second Party is desirous of and has submitted its proposal to the First Party for investigation, preparation of Detailed Project Report and implementation of the proposed Baloot-Fozal Hydro Electric Power Project in Kullu District of Himachal Pradesh (hereinafter referred to as "the Project").
2. The First Party has accepted the offer of the Second Party and has accepted, in principle, to allow them for Investigation and preparation of Detailed Project Report (DPR) of the Project. In case of any conflict about a site, due to other allotments on the same stream/nallah etc., the First Party shall have the right to take the decision about the MOU and this decision shall be final and binding on the concerned parties.
3. The First Party has appointed and delegated its function to H.P. Energy Development Agency (HIMURJA) vide Notification No. STE (S&T) A (9) 1/94, dated 10th Oct., 1995 as specified therein.
4. The Second Party (Non-Himachali (others)) has furnished security charges (EMD) in cash or by way of a Demand Draft bearing No. _____, dated _____, amounting to Rs. _____ (Rupees _____ only) @ Rs. 50,000/- per MW (refundable) in favour of Director, HIMURJA, Himachal Pradesh payable at Shimla. It is stipulated that in case of breach of this MOU or any part thereof, the security shall be forfeited by Director, HIMURJA on behalf of First Party.

The Second Party (Himachali/Co-operative Society/Company/Indian Partnership Act 1932/ Sole Proprietor comprising of bonafide Himachali) has furnished security charges (EMD) in the shape of irrevocable Bank Guarantee (BG) No. _____, dated _____, amounting to Rs. _____ (Rupees _____ Only) @ Rs. 50,000/- per project (refundable) upto a capacity of 2.00 MW or Rs. 75,000/- per project (refundable) for the capacity beyond 2.00 MW upto 5.00 MW, in favour of Director, HIMURJA, Himachal Pradesh or in the shape of Demand Draft bearing No. 388395 dated 11-04-2007 amounting to Rs. 25,000/- (Rupees Twenty Five Thousand only) @ Rs. 25,000/- per project upto 2.00 MW capacity or Rs. 35,000/- per project (refundable) for the capacity beyond 2.00 MW upto 5.00 MW in favour of Director, HIMURJA, Himachal Pradesh, payable at Shimla. It is stipulated that in case of breach of this MOU or any part thereof, the security shall be forfeited by Director, HIMURJA on behalf of First Party by encashing the BANK GUARANTEE.

The Second Party (Himachali/Co-operative Society/Company/Indian Partnership Act 1932/ Sole Proprietor comprising of bonafide Himachali) has also paid the processing fee amounting to Rs. 25,000/- (Rupees Twenty Five Thousand only) @ Rs. 25,000/- only in the shape of DD bearing No. 388396 Dated 11-04-2007 for the project of 2.00 MW or @ Rs. 25,000/- + Rs. 10,000/- per MW (non-refundable) for the capacity exceeding 2.00 MW, in favour of Director, HIMURJA, Himachal Pradesh, payable at Shimla.

The Second Party (Non-Himachali (others)) has paid the processing fee amounting to Rs. 2.00 Lac (Rupees Two Lac only) @ Rs. 2.00 Lac per project (Rupees Two Lac Only) (Non-refundable), out of which Rupees 1.50 Lac (Rupees one lac fifty thousand only) in the shape of Demand Draft bearing No. _____, dated _____, in favour of Director, HIMURJA, Himachal Pradesh, payable at Shimla and balance Rupees Fifty Thousand adjusted from the EMD submitted with the application.

If the Second Party enhances the capacity of this project after TEC then the Second Party shall be required to furnish the processing fee afresh at the rate as applicable as per above.

5. _____ The Second Party has deposited the up-front premium amounting to Rs. _____ @ Rs. 45,000/- per MW for the projects above 2.00 MW capacity with the ceiling of Rs. 75,000/- (Non-refundable) in the shape of Demand Draft, bearing No. _____, dated _____ in favour of Director, HIMURJA, Himachal Pradesh, payable at Shimla.

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Up-front premium, processing charges and other security deposits shall not form part of the project cost and shall be borne by the Second Party out of his own income sources.

- Projects upto 2 MW shall be exempted from payment of upfront premium.

6. The First Party will stop all activities, if any, being done on investigations and other works of the Project with the signing of this Memorandum of Understanding and the responsibility for carrying out further works/ investigations thereafter shall be that of the Second Party.

7. The Second Party shall carry out the requisite detailed investigations and techno-economic studies of the Project and shall submit a Detailed Project Report to the First Party within a period of 24 months from the date of signing of this Memorandum of Understanding. The Second Party shall submit quarterly progress reports to Himurja on the proforma supplied by them. Failure to do so shall be a breach of the Memorandum of Understanding (MOU). The First Party shall periodically monitor the progress of the Second Party on a quarterly basis. If the Second Party i.e. **M/s Apple Valley Developers, VPO Mohal, Kullu, District Kullu, Himachal Pradesh-175126**, does not take effective steps to undertake Survey & investigation within a period of 3 (three) months from the date of signing of MOU and after finding the site feasible, does not prepare DPR after incorporating discharge data for two lean seasons, the MOU shall be automatically terminated (except to force majeure conditions as per Clause 16), after forfeiting the Bank Guarantee and the site will be allotted to some others applicant.

8. Following milestones shall be achieved by the company failing which Consequential Action as mentioned will be taken by the First Party. The Second Party shall be required to submit Monthly Progress Report to the First Party.

| Sr. No. | Milestones | Time Period | Consequential action |
|---------|--|---|----------------------|
| 1 | Submission of Detailed Survey & Investigation Report (DSI) | Incorporating monthly discharge data of the stream by including two lean seasons (November to March) after signing of MOU. | Cancellation of MOU |
| 2 | Submission of Detailed Project Report (DPR) | Within 24 months from the signing of MOU or on the request of the Second Party The extension in time for submission of DPR will only be given upto 6 (six) months beyond 24 months after signing of MOU for valid reasons after charging requisite fee as mentioned in the MOU as per Clause 9. The Techno-Economic clearance (TEC) shall be accorded by HPSEB on behalf of the First Party before signing of IA. | Cancellation of MOU. |
| 3 | Obtain Techno-Economic viability from Government/HPSEB | IPP shall attend the observations of Government/HPSEB within thirty days from the date of conveying such observations. | Cancellation of MOU. |
| 4 | Signing of IA | Within sixty days after accordance of TEC or 30 months after signing of MOU. | Cancellation of MOU. |

The Second Party shall stick to the time schedule for the investigation of the project and submission of the DPR. They shall submit Bar Chart/CPM/PERT or any other modern techniques in this respect to HIMURJA for scrutiny and monitoring. The progress achieved in this regard shall be reviewed by a Committee constituted by First Party for the purpose on quarterly basis. In case of default, the First Party shall be at liberty to cancel the Memorandum of Understanding (MOU) and forfeit the security and allot the project for further investigation to any other party or take it over itself without paying any compensation to the Second Party.

For APPLE VALLEY Developers
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9. In the event of the Second Party being unable to submit the DPR within 24 months from the signing of this MOU, the Second Party can seek extension in time beyond 24 months for submission of DPR for varied reasons that may not be covered under force majeure such as war, civil war, insurrection, riots, revolutions, fires, floods, epidemics, quarantine, restrictions, freight embargoes, radioactivity, earthquakes, cloudbursts, landslides and excessive snow and which can be allowed by levying an extension fee of Rs. 10,000/- per MW per month. The maximum time limit for allowing extension shall be six months failing which the First Party shall be at liberty to forfeit the security deposited in favour of First Party and the First Party will make alternative arrangements as it may deem fit.

The extension fees shall be in the name of Director, Himurja and be deposited in Himurja accounts. In case of failure of the IPP to adhere to the bench marks as per MOU resulting in extension of time, the liquidated damages be made payable to the Director, Himurja and be deposited in Himurja accounts.

10. The First Party, on the receipt of Detailed Project Report (DPR) within the stipulated period from the Second Party, will scrutinize the DPR to assure techno-economic viability of the project and point out the defects and deficiencies in terms of techno-economic viability and if the Second Party fails to remove the defects or deficiencies as pointed out by the First Party through HIMURJA within 30 days from the receipt of the communication, the First Party shall be at liberty to terminate the MOU and forfeit the Bank Guarantee/Demand Draft, deposited with the HIMURJA and make alternative arrangements as it may deem fit. Also the First Party reserves the rights to modify, delete or add any of the conditions, criteria at its own discretion and shall be at liberty to cancel the application at a later stage if it is found that some information has been suppressed or false information has been supplied by the Second Party about the Project and the firm.

11. The First Party shall not pay any compensation, expenditure incurred by the Second Party in the preparation of DPR, if the MOU has been terminated by the First Party for the violation of any of the clauses of this MOU by the Second Party.

12.

A. For Himachalis:- In case of bonafide Himachalis to whom Projects upto 5.00 MW capacity is allotted, the First Party may consider the request of promoters to sell equity shares to the bonafide Himachalis who have been living in Himachal Pradesh from generation to generation. The Promoter(s) shall be allowed to sublet/transfer its right by way of merger, by way of change of management, by way of Power of Attorney, by transfer, lease, mortgage or any other such possible means accrued under the Memorandum of Understanding (MOU)/Implementation Agreement (IA) to any other Himachalis living in Himachal Pradesh from generation to generation or cooperative societies comprising of such Himachalis at any stage i.e. before and after commissioning of the Project so as to facilitate the execution of the project by taking technical or financial support from Cooperatives, Associations, NGOs, Companies, Individuals, Himachalis who have technical or financial means available to support the project(s).

B. ~~For Non-Himachalis (Others):~~ The First Party may consider the request of Second Party for changing the name of Company or consortium subject to the condition that the Second Party shall retain the controlling interest i.e. 51% equity in the new entity. In the event of any contravention, the Government of H.P. shall terminate the MOU forthwith at any stage.

~~Any change in name and consortium of the Second Party shall not be allowed from the date of signing of MOU except as allowed under this clause. It shall be mandatory for an Second Party to submit an affidavit stating therein that no change in consortium and name of Directors/Promoters have been made, duly verified by the concerned Registrar of the Company (ROC) for projects upto 5.00 MW capacity. In case of default on part of the Second Party allotted project(s) shall be liable for cancellation.~~

Principal Secretary (P.S.)

For APP. VALU. (P.S.)
Manager, Himurja / Director.

13. This MOU shall remain in force for a period of 24 months from the date of signing of the MOU or such time extension is granted by the First Party on valid reasons and both the parties shall fully cooperate with each other and extend full support and assistance as may be required.

14. The First Party agrees not to entertain any proposal in respect of the Project, which is subject matter of this MOU, till such period the MOU is in force.

15. Both parties hereto agree that it shall not divulge any trade, commercial or technical secrets or confidential matters of one another to any third party.

16. If the performance of this MOU or of any obligation of either party is prevented, restricted or interfered with for any reasons of; fire, explosion, epidemic, cyclone, earthquake, flood, unforeseen natural calamity, war, revolution, requirement of any Government or any sub-division, authority or representative of any such Government; or any other act whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of the parties hereto; the party so affected upon giving prompt notice to other party shall be excused from such performance to the extent of such prevention, restriction of interference for the period it persists provided that the party so affected shall make its best efforts to avoid or remove causes of non-performance, if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. If the force majeure such as war, civil war, insurrection, riots, revolutions, fires, floods, epidemics, quarantine, restrictions, freight embargoes, radioactivity, earthquakes, cloudbursts, landslides and excessive snow persists for continuous period of the MOU or more, the parties shall meet and decide about the further course of action.

17. In case the First Party does not find the Project to be feasible from techno-economic considerations or from any other aspect, the Second Party shall hand over to the First Party all the Project Reports and any other connected documents etc. as may have been collected and/or prepared by the Second Party during the course of investigations. The First Party shall have exclusive rights and the authority to take back all relevant documents and Project Reports etc. without any compensation.

18. Any difference and/or disputes arising at any time between the parties out of this MOU or interpretation thereof shall be endeavored to be resolved by the parties hereto by mutual negotiations, failing which the matter shall be referred to the Arbitrator to be appointed as per the provisions of the Arbitration & Conciliation Act, 1996. However, all disputes shall be settled within the jurisdiction of Courts of Himachal Pradesh.

19. The First Party after having concluded that the Project is techno-economically viable shall enter into an Implementation Agreement with the Second Party within a period of 30 months from the date of signing of MOU for the execution of project on such terms and conditions as may be mutually agreed upon.

20. The Second Party agrees to provide 70% employment to bonafide Himachalis whose names are registered on live register of any Employment Exchange located in the State of Himachal Pradesh, in respect of all the unskilled/skilled staff and other non-executives as may be required for execution, operation and maintenance of the Project, through the local Employment Exchanges or from other than such live registers from any where within the state or out side the state who are bonafide Himachalis or through the Central Employment Cell at Shimla. However, the first preference shall be given to oustees. In the event of non-availability of the requisite skilled manpower at various levels with requisite qualification and experience, non-availability certificates shall be obtained from the Labour Commissioner/Director Employment, Himachal Pradesh and only thereafter the Second Party will be free to recruit such persons from outside the State of Himachal Pradesh.

Principal Secretary (N. E. S.)
Govt. of Himachal Pradesh

For Approval

Manager

The Second Party agrees that the contractors/ sub-contractors engaged by them for the Project shall give employment to local people/Himachalis for appointment as supervisors, workmen and labourers/ workers in the Project.

In regard to direct recruitment of executives, other things being equal in terms of eligibility criteria, qualification, experience etc. the Second Party shall give preference to the candidates well conversant with customs, culture, language and dialect of Himachal Pradesh. The advertisement regarding employment shall be issued by the Second Party in two English & three Hindi dailies papers having wide circulation within Himachal Pradesh, besides advertising through Prasar Bharati & Giriraj.

The Second Party shall provide employment to one member of each of the displaced families or adversely affected as a result of the acquisition of land for the Project, during construction of the project. During the operation and maintenance of the project, the Second Party shall give preference to members of the displaced families for employment in the Project.

The Second Party shall associate a representative of the Department of NES, Government of Himachal Pradesh, in the process of recruitment for all categories of employees to be recruited for the Project.

The petty contracts of the road work, retaining walls, building construction, carriage of construction material like sand, aggregate, cement, steel etc. engagement of all categories of other service providers, taxis for the staff deployed to the sites, engagement of other light and heavy vehicles, running of canteens/mess, engagement of security personnel through ex-serviceman shall normally be awarded by the Second Party to locals/Himachalis.

The Second Party shall provide training programme to the locals affected by the project so that they are in a position to get employment as various technical/administrative jobs in the Project.

The Second Party shall inform the local police station and the Labour Office about the details of the Labourers and other work force engaged who are both from within the State, country or outside the country, regularly.

The Second Party shall provide mandatory employment related information to the Labour Department of the Himachal Pradesh Government on the lines of instructions issued by the Government in this regard within one month of signing of the IA and thereafter on monthly basis.

21. In the event of this project being awarded to the Second Party for implementation, a separate agreement shall be executed by the Second Party with the First Party for supplying the royalty on water usage in shape of free power (energy) as per below:-

Royalty on water usage in respect of sale of power within the state in the shape of free power to the State from Small Hydel Projects having installed capacity upto (5.00MW), is waived off for a period of 12 years reckoned after 30 months from the date of signing of IA of the project (irrespective of extension in time period of IA granted to the Second Party on any account). Beyond 12 years the royalty shall be @ of 12% for next 18 years and beyond that @ 18%. The 12 years relaxation in royalty shall however not be applicable to the projects which make captive use of power outside the State or make third party sale outside the State. In that case royalty @ of 12% reckoned after 30 months from the date of signing of IA of the project (irrespective of extension in time period of IA granted to an Second Party on any account.) shall be applicable.

Principal Secretary (N.E.S.)
Govt. of Himachal Pradesh

For PEOPLE'S UTILITY DEPARTMENT

Director / Director

22. The Second Party shall apply directly to the MNES/GOI/Government of Himachal Pradesh, as the case may be, for the various incentives/subsidies, as admissible, from time to time in the case of the project, after obtaining necessary recommendations from the Himachal Pradesh Government/HIMURJA upto 5.00 MW. The final decision of the actual capacity of the Project shall rest with the First Party.
23. HPSEB shall have the first option to purchase the whole or part of the remaining power generated @ Rs.2.50 per unit. For the purchase of power, a Power Purchase Agreement (PPA) shall be entered into between HPSEB and the Second Party thereafter.
24. Wheeling charges of generated power by the IPP within and outside the state shall be determined as per the policy of HPSEB/ SERC at that time.
25. Third party sale within the state shall be allowed in case of those project proposals where cost generation is above Rs. 2.50/- per unit. However, it shall be obligatory on the part of the IPP to submit the third party power sale proposal within the state, wherever, peak load demand exists, duly approved by HPERC along with the DPR for accordance of TEC. However, the final tariff rates shall be determined by the HPERC after the financial closure.
26. The Second Party agrees to have its corporate office within State of Himachal Pradesh after the allocation of the project and furnish the proof thereof.
27. Subject to security and operational factor, the Second Party shall permit free use by the State Government and the general public, of all service roads, constructed and maintained by it for the Project. Other facilities like hospitals, post offices, schools etc. shall also be made available to the general public as per policy of the Second Party. However, the needs and requirements of local people will be kept in view. 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.
28. 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.
29. 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, Government of India/State Pollution Control Board.
30. The Second Party shall have no claim on any project upstream and downstream of the project.
31. The Second Party, 'if ROR project', shall ensure minimum flow of 15% water immediately downstream of the diversion structure of the project all the times including lean seasons from November to March keeping in mind the serious concern of the State Govt. on account of its fragile ecology & environment and also to address issue concerning riparian rights, drinking water, health, aquatic life, wild life, fisheries, silt and even to own the sensitive religious issues like cremation and other religious rites etc. on the river banks.

Himachal Government Judicial Paper

32. The Second Party shall build such infrastructural development works in the vicinity of the project area that may be essentially required for the benefit of local population. The expenditure on such works shall be incurred by the Second Party to tune of 1% of the project cost. These developmental works may be mutually decided by the Second Party with the local authorities. If the aggregate capacity of the projects to a single developer exceeds 5.00 MW being developed in the cascade then the expenditure on such works shall be 1.5% of the project cost. The amount on account of local area development shall be paid by the developer to Deputy Commissioner of the Project Affected Areas (Chairman LADC) in equal annual installments starting from the date of signing of the IA till the date of commercial operation but not beyond the date of milestones as stipulated in the IA.

33. The Second Party shall carry out the Environmental Impact Assessment (EIA) studies. The Developer shall be required to strictly adhere to the stipulation put by the authorities while issuing forest, wild life, environmental and aquatic life clearances etc. The minimum flow /releases of water as specified in the environmental/other statutory clearances shall be ensured by the Second Party during the life of the project as specified in the Clause 31 above.

34. The Second Party shall abide by the provisions contained in the Hydro Power Policy of Government of Himachal Pradesh.

35. The above allotted project shall be restricted within the parameters as submitted by Second Party at the time of joint inspection i.e. in between EL \pm 2230m & EL \pm 2010m on the Left bank of Balooti Nallah 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 MOU if any violation on this account is discovered at a later stage.


36. The Second Party shall abide by the interim orders of the Hon'ble Court time-to-time and final decision of the Civil Writ Petition No.361/2006, Ajay Shyam V/s State of H.P. & others.

37. The Second Party shall abide by the provisions contained in the Hydro Power Policy of Government of Himachal Pradesh "that not more than three projects including this project exists with the firm" in the event of any contravention, the Government of H.P. shall terminate the MOU forthwith at any stage.

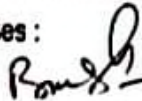
38. Any violations of the above mentioned issues concerning policy parameters, MOU may results into monetary penalty including cancellation of the Project

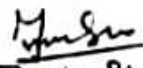
IN WITNESS WHEREOF the parties hereto have set their hands unto this on the day, month and year first above written in the presence of: -

For and on behalf of
Government of Himachal Pradesh

1. 
Pr. Secretary (NES),
to the Government of H.P.
Govt. of Himachal Pradesh

Witnesses:


1. 
Poo Singh, Suptd.


2. 
J. H. Sharma
In Assist.

For and on behalf of
M/S Apple Valley Developers
Himachal Pradesh, Kullu Dist.
PIN NO. 175126.


Director

Witnesses:

1. 
AJAY DABRA
SH. INDER PAUL DABRA
SONAM - MANALI, DISTRICT-KULLU
HIMACHAL PRADESH

2. 
VIKAS SINGH
Sh. S. N. S. Singh

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

OFFICE ORDER

In supersession to Office Order endorsed vide No. HPSEB/CE(PCA)/CC-Baloot Fozal/2009-6303-13 dated 09.12.2009, Directorate of Energy(DoE), Government of Himachal Pradesh is pleased to accord Revised Concurrence to Baloot Fozal SHP(5.00 MW) on Baloot nallah a tributary of Fozal khad in Beas basin, Distt. Kullu, Himachal Pradesh of "M/S Bloot Fozal Hydro Private Ltd., Apple Valley Resorts(P) Ltd., VPO Mohal, District Kullu-175126 (HP)", at an estimated cost of Rs. 4134.00 lac (Rupees four thousand one hundred thirty four lac) only including Interest During Construction(IDC), Escalation, Financial Charges(FC) and LADC @ 1.00% of total project cost with the following stipulations:

- 1.i) 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 Excise Duty, Sales Tax/VAT, 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.
- ii) 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-III.
2. The Concurrence is subject to the fulfillment 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.
 - ii) 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.
 - v) Fulfillment 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 Bloot Fozal Hydro, Private Ltd., VPO Mohal, District Kullu-175126(HP)".
 - viii) No additional cost shall be allowed due to Resettlement & Rehabilitation (R&R) Plan.
 - ix) Normal operation life of the hydro power plant shall be as per provisions of CWC/CEA guidelines or CERC/HPERC regulations.
 - x) The statutory and administrative clearances as per Annex-II shall be obtained before execution/ implementation of the project.
 - xi) 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/HPPTCL, 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 HPSEBL/HPPTCL as per the final decision of the competent authority.
- xiii) Whereas the HPSEBL/HPPTCL shall endeavour to provide the 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 equipment as well as other electrical equipment to be provided by the developer 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) For evacuation of power the IPP shall interface this project at Fozal SHP(9.00 MW) at 33 kV level in joint mode with Kathi SHP(3.50 MW), Kukri SHP(5.00 MW), Kesta SHP(4.50 MW), Galang SHP(3.50 MW) and Soil Dashed SHP(4.50 MW) from where the power will be further evacuated through 132 kV line upto 33/132/220 kV Sub Station proposed to be constructed by HPPTCL at Naggar. The cost on account of this joint evacuation arrangement shall be shared by the Developers of these projects on proportionate basis.
 - 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.
 - b) 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 SE(SLDC), HP Load Dispatch Society, Totu, Shimla from compatibility point of view with existing SCADA system.
 - xviii) The conditions on these lines shall have to be suitably included by the developer in the PPA etc. apart from other standard conditions.
 - xix) The observations of DoE, GoHP on the DPR and replies thereof shall form an integral part of the DPR.
 - xx) Minimum 15% release of water immediately downstream of diversion structure shall be ensured all the times including lean season as per Power Policy of HP Govt., 2006 and subsequent amendments thereof. The necessary monitoring equipment as per



- recommendations of the Pollution Control Board shall be installed by the IPP during execution of the project.
- xxi) LADC/LADF amount and activities shall be implemented as per Power policy of HP Govt., 2006 and subsequent amendments thereof.
- xxii) 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 and subsequent amendments thereof.
- xxiii) The Concurrence is based on the reports and data furnished by the IPP in the DPR and 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 broad technical aspects of the project proposal in the DPR have been scrutinized and it does not cover the examination of the detailed designs and working drawings of project components in regard to their structural, hydraulic and mechanical performance & safety which shall be ensured by the project authority/IPP.
3. The project shall be completed within 30 months from the date of start of the construction work.
4. The completion cost of the scheme shall be submitted to DoE, GoHP within 3 months from the Commercial Operation Date (COD) of the plant.
5. The Project Promoters/Project Authorities shall give free accessibility to the officers and staff of DoE, GoHP 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 HP Govt. power Policy, 2006 and subsequent amendments thereof /Implementation Agreement.
7. In case the time gap between the Concurrence to the scheme by DoE, GoHP and actual start of work by the Project Developer is three years or more, a fresh Concurrence of DoE, GoHP shall be obtained by the Developer before start of actual work.
8. The DoE, GoHP reserve the right to revoke the concurrence, if the conditions stipulated above are not complied with to the satisfaction of the GoHP.

BY ORDER OF THE GoHP



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

No. DoE/CE/TEC- Baloot Fozal(R)/2015- 9845 53

Dated: 18/01/2016

Copy for information and necessary action to the:

1. Addl. Chief Secretary (MPP & Power) to H.P. Govt., Shimla-171002(HP).
2. Addl. Chief Secretary (NES) to H.P. Govt., Shimla-171002(HP).
3. Secretary, Ministry of Non-Conventional Energy Sources (MNES), Block No.14,CGO Complex, Lodhi Road, New Delhi-110003.
4. Director, Environmental & Scientific Technologies, Narayan Villa, Near Wood Villa Palace, Shimla-171002(HP).
5. General Manager(C&D), HPPTCL, Borowalia House, Khalini, Shimla-171002(HP).
6. Chief Engineer (SO&P), HPSEB Ltd, Vidyut Bhawan, Shimla-171004(HP).
7. Chief Engineer(Commercial), HPSEB Ltd, Vidyut Bhawan, Shimla -171004(HP).
8. Chief Executive Officer, Himurja, 8A-SDA Complex, Kasumpti, Shimla-171009(HP).
- ✓ 9. M/S Bloot Fozal Hydro Private Ltd., Apple Valley Resorts(P) Ltd., VPO Mohal, District Kullu-175126(HP).


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

ANNEXURE-I


Baloot Fozal SHP(5.00 MW) in District Kullu, Himachal Pradesh of "M/S Bloot Fozal Hydro Private Ltd., Apple Valley Resorts(P) Ltd., VPO Mohal, District Kullu-175126(HP)".

ABSTRACT OF COST ESTIMATE

| Sr. No. | Description of works | Amount (Rs. in lac) | |
|---------|--------------------------------------|------------------------|---------------------------|
| (a) | | | |
| i) | Civil works i/c other Misc. Expenses | 2427.60 | Price Level June, 2011 |
| ii) | Electro Mechanical works | 981.85 | |
| iii) | Transmission works | 169.00 | |
| | Sub Total (a) | 3578.45 | |
| (b) | | | |
| i) | Interest During Construction (IDC) | 318.19 | |
| ii) | Escalation | 166.32 | |
| iii) | Financial Charges(FC) | 29.86 | |
| | Sub Total (b) | 514.37 | |
| | Total (a+b) | 4092.82 | |
| (c) | LADC @ 1.0 % of (a+b) | 40.93 | |
| | GRAND TOTAL (a+b+c) | 4133.75 | |
| | | Say Rs. 4134.00 lac | |

(Rupees four thousand one hundred thirty four lac only)




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


ANNEXURE-II

Baloot Fozal SHP(5.00 MW) in District Kullu, Himachal Pradesh of "M/S Bloot Fozal Hydro Private Ltd., Apple Valley Resorts(P) Ltd., VPO Mohal, District Kullu-175126(HP)".

LIST OF STATUTORY AND ADMINISTRATIVE CLEARANCES REQUIRED

| Sr. No. | ITEM | AGENCY | REMARKS |
|---------|---|--|---|
| 1. | WATER ABAILABILITY | 1. State Govt. 2. CWC | Interaction between State Govt. Deptt. & CWC required. Relevant Irrigation Act of the State & Central Water Commission. |
| 2. | SEB CLEARANCE | 1. SEB. 2. State Govt. | 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 | 1. State Govt 2. Min. of E&F G.O.I. | Coordination with State Forest Deptt./ Min. of Environment & Forest (MoE&F) regarding Forest (Conservation) Act, 1980. |
| 5 | ENVIRONMENT & FOREST CLEARANCE | 1. State Govt 2. Min. of E&F G.O.I. | As per item (3) & (4) and Govt. Policy in force. |
| 6. | REGISTRATION | Registrar of Companies. | Under Indian Companies Act, 1950. |
| 7. | REHABILITATION & RESETTLEMENT OF DISPLACED FAMILIES BY LAND ACQUISITION | 1. State Govt 2. Min. of E&F G.O.I. | |
| 8. | EQUIPMENT PROCUREMENT | DGTD, CCI& E | Import & Export Acts. |




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

ANNEXURE-III

Baloot Fozal SHP(5.00 MW) in District Kullu, Himachal Pradesh of "M/S Bloot Fozal Hydro Private Ltd., Apple Valley Resorts(P) Ltd., VPO Mohal, District Kullu-175126(HP)".

SALIENT FEATURES

1. LOCATION

| | | | |
|---------------------------|--|--|--|
| State | Himachal Pradesh | | |
| District/Tehsil | Kullu | | |
| River/Khad | Baloot nallah / Fozal khad/ Beas River | | |
| Vicinity | Kukri, Kesta, Kathi, Neri, Dobhi villages | | |
| Proposal | Weir site on Baloot nallah at EL ± 2216.00 m and Powerhouse on left bank of Baloot nallah at EL ± 2020.00 m. | | |
| Accessibility | By Road | 240 km from Shimla and 30 km from Kullu on Shimla Manali road. Dobhi bridge to Kukri village road under construction and from Kukri village to power house site to be constructed. | |
| | By Rail | BG-Kiratpur(Punjab), NG- Jogindernagar | |
| | By Air | Bhunter(Kullu) – 40 km. | |
| Geographical co-ordinates | Diversion site | Powerhouse site | |
| • Latitude | 32° 07' 36.76" N | 32° 07' 33.97" N | |
| • Longitude | 77° 02' 23.40" E | 77° 03' 12.18" E | |
| SOI topo sheet | 52 H/4 | | |

2. HYDROLOGY

| | | |
|------------------------------------|-----------------------|------------------------|
| Name of the stream | Baloot nallah | |
| Tributary of/Basin | Fozal khad/Beas basin | |
| Catchment area upto Diversion site | 55.00 sq km | |
| Design discharge | 3.29 cumecs | |
| Design flood | 303.00 cumecs | |
| HFL | Diversion site | Powerhouse site |
| | EL + 2217.70 m | EL ± 2013.00 m |

4. PROJECT COMPONENTS

3.1 DIVERSION WEIR

| | |
|----------------------------|---|
| Type | Trench type weir |
| Trash Rack/River bed level | EL \pm 2216.00 m |
| Size | 30.00 m long, 2.00 m wide |
| Depth | 1.00 m to 3.00 m |
| Design discharge | 3.29 cumecs + flushing & overloading dis. |

3.2 CONVEYANCE CHANNEL(From Intake to Desilting tank)


| | |
|----------|---------------|
| Type | RCC Box type |
| Size | 1.40 x 1.40 m |
| Length | 120.00 m |
| Slope | 1 in 200 |
| Velocity | 2.49 m/sec. |

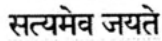
3.3 DESILTING TANK

| | |
|------------------------------|--|
| Type | Surface, Central silt gutter type |
| Size | 46.00 m \times 6.00 m \times 4.00 m with inlet and outlet transitions. |
| Design discharge | 3.29 cumecs + flushing & overloading dis. |
| Particle size to be excluded | All particles down to 0.20 mm size. |
| Flushing discharge | 0.65 cumecs |
| Flushing pipe | 400 mm dia. CI pipe |

Handwritten signature

| | | |
|-----|--|---|
| 4.4 | HEAD RACE TUNNEL(HRT)(From Desilting tank to Forebay) | |
| | Type | D – Shaped free flow tunnel |
| | Size | 2.10 m x 2.00 m |
| | Length | ± 1700.00 m |
| | Design discharge | 3.29 cumecs + overloading dis. |
| | Slope | 1 in 1200 |
| | Velocity | 1.30 m/sec |
| | Adits | Two, one 61.00 m long & other 70.00 m long |
| 4.5 | FOREBAY | |
| | Type | Underground |
| | Size | 75.00 m long, 4.00 m wide, 2.00 m (Water depth) |
| | Storage capacity | 593.00 cum |
| | Storage time | 3.00 min |
| | Full Supply Level(FSL) | EL ± 2211.00 m |
| | Minm. Draw Down Level(MDDL) | EL ± 2209.00 m |
| | Centre line of Penstock entry | EL ± 2207.50 m |
| 4.6 | PENSTOCK | |
| | Type | Circular, surface steel penstock |
| | Number/Size of main penstock | One/1100 mm dia |
| | Thickness of steel liner | Varying between 8.00 mm to 16.00 mm |
| | Length | ± 335.00 m |
| | Velocity of flow | 3.40 m/sec |
| | Material of steel liner | ASTM- A-285, Grade-C / IS-2062 Grade-B |
| | Number of branches | Two |
| | Size of branch penstock | 800 mm dia. each |
| 4.7 | POWER HOUSE | |
| | Type | Surface power house |
| | Size | 30.00 m(L) x 21.00 m(W) x 12.50 m(H) |
| | Installed capacity | 5.00 MW (2 units of 2500 kW each) |
| | Gross Head upto forebay | ± 190.00 m |
| | Net head | ± 185.00 m |
| | C/L of TG units | EL ± 2020.00 m |
| | Powerhouse crane | 25/5 ton, EOT |
| | Maxm. Tail water level | EL ± 2018.50 m |
| | Turbine(s) | |
| | • Type | Horizontal shaft Pelton |
| | • Number | Two |
| | • Capacity | 2500 kW each |
| | • Speed | 600 rpm |
| | Generator(s) | |
| | • Type | Horizontal shaft Synchronous |
| | • Number | Two |
| | • Capacity | 2500 KW each |
| | • Frequency | 50 Hz. |
| | • Power factor | 0.9 lag |
| | • Generation voltage | 3.3 kV ± 10 % |
| | • Overloading capacity | 20 % |
| 4.8 | TAIL RACE | |
| | Type | Rectangular channel |
| | Size | 2.00 m × 1.50 m |
| | Length | ± 75.00 m |


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



Government of Himachal Pradesh

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PRADEEP KUMAR BHANOT ADNO585106163895
Article 5 Agreement or Memorandum of an Agreement
Not Applicable
0
(Zero)
MS BLOOT FOZAL HYDRO PVT LTD DIRECTOR S SANKARAN
Not Applicable
MS BLOOT FOZAL HYDRO PVT LTD DIRECTOR S SANKARAN
100
(One Hundred only)



NEENA DEVI
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Shimla H.P. (U)

BALOOT-FOZAL SMALL HYDRO ELECTRIC PROJECT (5.00 MW)
DISTRICT KULLU, HIMACHAL PRADESH

THIS 2nd SUPPLEMENTARY IMPLEMENTATION AGREEMENT executed on the 29th day of **July, 2024 (Two Thousand Twenty Four)** 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 (HP) 171009, (hereinafter referred to as the "First Party") which expression shall unless repugnant to the context or meaning thereof include its successors, assignees and legal representatives of the FIRST PART.

For BLOOT FOZAL HYDRO PVT. LTD.

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

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.

2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

3. The onus of checking the legitimacy is on the users of the certificate.

4. In case of any discrepancy please inform the Competent Authority.

Director

AND

M/s. Baloot Fozal Hydro Private Limited, a generating company within the meaning of Section 2(28) of Electricity Act, 2003 having its registered office at Apple Valley Resorts, Mohal, Tehsil and District Kullu, HP- 175131 (hereinafter referred to as the "**Second Party**") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assignees, through Mr. S. Sankaran, Director, authorized vide resolution dated 25.07.2024 of the Firm/Company to execute this Agreement, of the SECOND PART.

Whereas the First Party in accordance with the policy guidelines of the Government of Himachal Pradesh (hereinafter referred to as "GoHP") had allotted Baloot-Fozal (2.00MW) SHEP in district Kullu on 25.04.2007 to M/s Apple Valley Developers, Kullu, Himachal Pradesh. The Techno Economic Clearance (TEC) of project was accorded by HPSEB on 09.12.2009 for 4.60 MW capacity. Thereafter, Tripartite Agreement for the change in name of firm from M/s Apple Valley Developers to M/s Baloot Fozal Hydro (P) Ltd was signed on 23.11.2010. The Implementation Agreement (IA) of the project was signed on 23.11.2010. The revised Technical Concurrence (TC) to Baloot-Fozal SHEP for 5.00 MW capacity was accorded on 18.01.2016 by Directorate of Energy, GoHP vide order no. DoE/CE/TEC- Baloot-Fozal (R) /2015-9845-53 dated 18.01.2016. The 1st Supplementary Implementation Agreement for availing One Time Amnesty scheme was signed on 27.01.2021 with the M/s. Baloot Fozal Hydro Private Limited for the implementation of Baloot- Fozal SHEP (hereinafter referred to as "Project")

Whereas the Baloot- Fozal (5.00MW) SHEP is envisaged on Baloot Nallah Tributary of Fozal khad of Beas River Basin in Kullu district between the elevation range of $\pm 2216\text{m}$ to $\pm 2020\text{ m}$ as per revised Technical Concurrence (TC);and

Whereas the Second Party has deposited the requisite fees amounting to Rs 5,00,000/- on account of capacity enhancement charges, Rs 20,000/- additional security charges on enhanced capacity of 0.40 MW and processing fee a fresh Rs 1,00,000/- and Rs 4,000/- as processing fee for processing of DPR for addition of capacity submitted through online payment dated 12.09.2023 in favour of the Director, Himurja, Shimla-9; and

Whereas it is deemed necessary and expedient to enter into a 2nd Supplementary Implementation Agreement between the parties hereto incorporating the terms and conditions after revision of capacity of the project from 4.60 MW to 5.00MW, this 2nd Supplementary Implementation Agreement arrived at for the implementation of the Project; and

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

1. STATEMENT OF IMPLEMENTATION OF PROJECT:

Existing Clause no. 1 of already signed Implementation Agreement (IA) dated 23.11.2010 stand modified and be read as under:


Special Secretary (NES)
to the Govt. of H.P.-
cum-CEO HIMURJA
Shimla-171 009

For BLOOT FOZAL HYDRO PVT. LTD.


Director

Both the parties agree that **Baloot-Fozal SHEP** for the capacity of **5.00 MW** shall be implemented subject to the terms and conditions mentioned in the already signed Implementation Agreement (IA) with the firm on 23.11.2010 and 1st Supplementary Implementation Agreement (SIA) for availing One Time Amnesty Scheme on 27.01.2021 amended to the extent of this Agreement along with other terms & conditions of Implementation Agreement, Supplementary Implementation Agreement.

2. GRANT OF PROJECT CONCESSION BY STATE GOVT:

Existing Clause no. 4.1 of already signed Implementation Agreement (IA) dated 23.11.2010 stand modified and be read as under:

The First Party agrees to permit the Second Party, for the project **Baloot-Fozal (5.00 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 months (thirty) months from the date of signing of 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.

3. STARTING DATE OF PROJECT:

Para of Existing Clause no. 5.1 of already signed Implementation Agreement dated 23.11.2010 shall stand modified to the extent as under and be read as under, other part of para remains unchanged:

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 Swaran Jayanti Energy Policy 2021. Extension charges will be applicable as per the policy provisions of Swaran Jayanti Energy Policy 2021.

4. EMPLOYMENT TO HIMACHALIS:

Existing Clause no. 11 of already signed Implementation Agreement (IA) dated 23.11.2010 stand modified and be read as under:

4.1 The Second Party shall have to provide employment to bonafide himachalis in respect of all the unskilled / skilled staff and other non-executives as may be required for execution, operation and maintenance of the project. However, the first preference will be given to oustees. In the event of non-availability of the requisite skilled manpower at various levels with requisite qualification and experience, the Second Party will be free to recruit such persons from outside the state.

4.2 The Second Party shall satisfy that the contractors/sub-contractors engaged by them for the project shall give employment to local people / himachalis for appointment as supervisors, workmen and labourers / workers in the project. The engagement of

minimum himachalis in the project shall be as per the Industrial Policy of the State Government.

- 4.3 In regard to direct recruitment of engineers and other executives, other things being equal in terms of eligibility criteria, qualification, experience etc., the project developer shall give preference to the candidates well conversant with customs, culture, language and dialects of Himachal Pradesh.
- 4.4 The Second Party shall ensure that during the deployment of himachalis in respect of executive/non-executive/workmen (skilled / unskilled) categories at any stage of the project implementation, if it is not possible to recruit 100% staff from himachalis for justifiable reasons, only then the project developer shall maintain not less than 80% of the total employees/officers/executives from bonafide himachalis persons as per State Industry Policy.
- 4.5 The Second Party shall provide employment as per the provision of R&R plan duly approved by the competent authority.
- 4.6 The petty contracts of the road work, retaining walls, buildings construction, carriage of construction material like sand, aggregate, cement, steel etc, engagement of all categories of other service providers, taxis for the staff deployed to the sites, engagement of other light and heavy vehicles, running of canteens / mess engagement of security personnel through ex- servicemen shall normally be awarded to locals / Himachalis.
- 4.7 The Second Party shall also provide training programme to the locals affected by the project so that they are in a position to get employment in respect of various technical/administrative jobs in the Project.

5. **FREE POWER TO GOVERNMENT:**

Existing Clause no. 12.1 of already signed Implementation Agreement (IA) dated 23.11.2010 stand modified and be read as under:

Royalty on water usage in respect of sale of power within the State (captive use or sale to HPSEB Ltd.), will be 9% in shape of free power (energy) to the State from **Baloot Fozal (5.00MW) SHEP** 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 @ 18% for next 18 years and beyond that @ 27% upto the date of taking over of the project by First Party referred to in Clause 4.1 of the already signed implementation agreement.

6. **FORCE MAJEURE:**

Existing Clause no. 15 of already signed Implementation Agreement dated 23.11.2010 shall stand modified and be read as under:

- 6.1 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

fault or negligence. Such events may include acts of the First Party /GoI either in its sovereign or its contractual capacity, war, civil war, insurrection, riots, revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity and earthquakes.

- 6.2. If a Force Majeure situation arises, the Second Party shall promptly inform the First Party in writing of such conditions and the cause thereof. Unless otherwise directed by the First Party 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.
- 6.3. In the event, a Party is rendered unable to perform any obligation required to be performed by it under this agreement by Force Majeure, the particular obligations shall, upon information to the other Party be suspended for the period of Force Majeure. The time for performance of the relative obligations suspended by Force Majeure shall be extendable by the period of delay which is directly attributable to Force Majeure.

7 **ARBITRATION/RESOLUTION OF DISPUTE:**

Existing Clause no. 16 of already signed Implementation Agreement dated 23.11.2010 shall stand modified and be read as under:

- 7.1 The Parties shall attempt to resolve any dispute in relation to, arising out of or connection with the agreement (hereinafter referred to as the Dispute) by mutual discussions.
- 7.2 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 hereto by mutual negotiations, failing which the matter shall be referred to a two tier Grievance Redressal Process. The matter shall be addressed by the Departmental Grievance Redressal Committee constituted by the First Party under the Chairmanship of Chief Executive Officer, Himurja, and Shimla. In case the issue remains unresolved to the satisfaction of the Second Party, the matter shall be referred to a State Level Committee. If the Second Party is still not satisfied with the verdict, the dispute shall be subject of the jurisdiction of Civil Courts in Himachal Pradesh.
- 7.3 During the pendency of such proceedings, both Parties shall continue to perform their respective obligations under this agreement, unless the performance of such obligation itself is subject of such proceedings.
- 7.4 No party shall be considered to be in default under this IA for any breach of any of the terms thereof due to the imposition of restrictions and onerous regulations by any Government or statutory authority or agency or other cause beyond its reasonable control.
- 7.5 All legal proceedings arising in connection with this agreement shall be subject to the jurisdiction of the Himachal Pradesh High Court and its subordinate courts in the State of Himachal Pradesh irrespective of the place of performance/execution of the Agreement.

8. TRANSFER OF PROJECT TO SUBSIDIARY GENERATING COMPANY:

Existing Clause no. 17 of already signed Implementation Agreement (IA) dated 23.11.2010 stand modified and be read as under:

8.1 In case of Non-Himachalis

The Second Party (Non-Himachalis) implementing Hydro-Electric Projects are permitted to transfer the ownership by way of selling their equity stakes upto 100% during the implementation of the project in the name of any third party at any stage which is possessing equivalent or higher technical and financial strengths. However, there will be no restriction in respect of transfer of the project after commissioning.

In lieu of allowing change in name / transfer equity of Principal Promoters, a fee as per Swaran Jayanti Energy Policy 2021 is to be deposited at the time of signing of Tripartite Agreement for transfer of project along with all liabilities/responsibilities in the name of new entity.

8.2 In case of Himachalis**Transfer of shares from Himachali to Himachali promoters: -**

In case of Bonafide Himachalis/Co-operative Societies/Companies/ Voluntary Societies/Trusts/Partnership concerns/Sole Proprietorship concerns comprising wholly of Bonafide Himachalis to whom Projects up to 2 MW and above 2 MW up to 5 MW capacity are allotted, the Government may consider the request of the promoters to transfer ownership wholly or partially to any other Bonafide Himachalis/Co-operative Societies/ Companies/Voluntary Societies/Trusts/Partnership concerns/ Sole Proprietorship concerns comprising wholly of Bonafide Himachalis, at any stage after allotment.

8.3 Transfer of shares from Himachali to Non-Himachali promoters:

In case of Bonafide Himachalis to whom projects up to 5 MW capacity are allotted, the Government may consider the request of promoters to sell/transfer 74% equity shares during implementation of project to Non-Himachalis which is possessing equivalent or higher technical and financial strengths and full disinvestment after commissioning.

In lieu of allowing sale/transfer of equity shares from Himachali promoters to Non-Himachali and change in name of the company, a fee as prescribed in Swaran Jayanti Energy Policy 2021, shall be charged at the time of signing of Tripartite Agreement for transfer of project in the name of new entity.

8.4 The fee shall be charged from the Second Party, both Himachalis & Non Himachalis, for changes in the shareholding/name of entity.

- 8.5 In case the Second Party changes the name of the company/change shareholding within permissible limit without prior approval of the Government, penalty as per Swaran Jayanti Energy Policy 2021 for each change shall be payable by the Second Party.
- 8.6 In case of death of any of the promoters the shares will be transferable to his legal heir(s) after approval of the First Party.
- 8.7 Transfer of equity shares by Himachali to Non Himachali / Himachali together, is allowed within the percentage as prescribed herein above.

9. COMPOSITION OF LADF:

Existing Clause no. 19 of already signed Implementation Agreement (IA) dated 23.11.2010 stand modified and be read as under:

The LADF shall comprise of contribution by project based on project cost 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.

9.1 Prior to Commissioning of the Project:

- 9.1.1 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.
- 9.1.2 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 guidelines, it would be appropriate to follow the same guidelines for calculating the LADF contribution. Therefore, the total cost as per TEC will be taken as basis for calculating LADF contribution. It would be adjusted as and when TC is revised in the course of project construction/completion.
- 9.1.3 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.

9.2 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.

9.3 REALIZATION OF LADF CONTRIBUTION:

9.3.1 Prior to Commissioning of Project:

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

- i) 1st installment comprising of 25% of total payable LADF is to be deposited within six months of signing of Implementation Agreement (IA) i.e at the time of achieving zero date.
- ii) 2nd installment of 25% will be paid within one year of zero date and 3rd installment of 50% will be paid within two years from achieving of zero date.

9.3.2 If Second Party wishes to make a contribution in advance of this schedule, it will be accepted

9.3.3 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.

9.3.4 In case of failure to deposit pre-commissioning LADF due by the project developer, the recovery of the amount due along with interest component shall be carried out in the terms of energy to be computed as an uniform percentage of the deliverable energy, six month after COD of the project. The quantum of deduction shall be worked out on the basis of average sale rate corresponding to the previous year realization on account of sale of free power by Directorate of Energy and the same shall be recovered within next one year in 12 equal installments. This provision will also apply to the commissioned projects which are defaulting in the payment.

9.3.5 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 Swaran Jayanti Energy policy 2021,

9.4 After Commissioning of the Project:

The 1% free power contribution to LADF shall be sold by the State Government along with its share of normal 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 be worked out on the basis of net proceeds of total free power sale by GOHP divided by the total number of units involved, after allowing 2 paisa per unit to be retained by the State government as the expenses of Directorate of Energy. The provision for the disbursement of the amount to be received against sale of 1% Additional Free Power on account of Local Development Fund (LADF) as under:

- a) 50% of the total amount of LADF will be divided amongst the Gram Panchayats in proportion to the land acquired in each Gram Panchayat for equal distribution among the PAFs.

- b) Balance 50% of the total amount of LADF to be divided to all the families in PAA equally.

10. **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

Secretary (NES),

to the GoHP,

Himachal Pradesh Secretariat,

For Second Party

M/s. Baloot Fozal Hydro Private Limited,

Apple Valley Resorts, Mohal, Tehsil and

District Kullu HP 175131

Special Secretary (NES), to the GoHP-cum-

Chief Executive Officer, HIMURJA, Block-8A, SDA Complex,

Kasumpti, Shimla, HP-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.

11. **GOVERNING LAWS:**

Existing Clause no. 21 & 22 of already signed Implementation Agreement (IA) dated 23.11.2010 stand modified and be read as under:

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.

12. Any violations of the above-mentioned issues concerning policy parameters, IA may results into monetary penalty including cancellation of the project.
13. 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.
14. The other terms and conditions of the already signed Implementation Agreement with the firm on 23.11.2010 and 1st Supplementary Implementation Agreement for availing One Time Amnesty Scheme signed on 27.01.2021 between the First Party and Second Party shall remain unchanged.
15. This 2nd SIA and already signed Implementation Agreement dated 23.11.2010 and 1st Supplementary Implementation Agreement for availing One Time Amnesty Scheme signed


Special Secretary (NES)
to the Govt. of H.P.-
cum-CEO HIMURJA
Shimla-171 009

For BLOOT FOZAL HYDRO PVT. LTD.


Director

on 27.01.2021 shall be in force simultaneously till the validity of the Implementation Agreement.

16. 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 GoHP will be at liberty to take legal action against them.
17. Second Party agrees that in case of any inadvertent omission or commission or mistakes, appearing in this Agreement, 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 Swaran Jayanti Energy Policy 2021/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 AUTHORIZED REPRESENTATIVES ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

For and on behalf of

Government of Himachal Pradesh

For and on behalf of

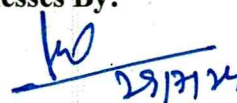
M/s. Baloot Fozal Hydro Private Limited,
For BLOOT FOZAL HYDRO PVT. LTD.


(Shubh Karan Singh, IAS)
Special Secretary (NES)


Cum (CEO) Himurja
to the Govt. of H.P.
cum-CEO HIMURJA
Shimla-171 005
Himachal Pradesh.


(Mr. S. Sankaran) Director
Director

Witnesses By:

1. 
29/1/21.
PD-cum-Dy. CEO
HIMURJA.

2. 
29/1/21
Pm Himurja
Himurja Hqs.

1. 
(Chandeep Bhunia)
R/o Khabra, Shimla-2

2. 
(Navneet Lall)
Sunnydale Cottage
Chatta Shimla
H.P. - 171002

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No. SE-IPHK-WA-V-NOC/2011- 13797- 15301
Government of Himachal Pradesh
IPH Department

Dated Kullu the 9th³⁴ Dec. 2011

To

The Executive Engineer.
IPH Division, No.1 Kullu.

Sub: - Issue of No Objection Certificate in respect of Baloot Fozal Small Hydro Electric Project (4.6 MW) in District Kullu-HP.

Please refer to your office letter No. IPH-IPHK-WA-NOC/2011- 11891-92 dated 13.10.2011 and even file No. 14410 dated 30.11.2011 on the subject cited above vide which the case for issuing NOC has been recommended in favour of M/S Baloot Fozal Hydro Pvt. Ltd. Apple Valley Resorts Pvt. Ltd. VPO Mohal District Kullu-HP with the remarks that no Water Supply/ Irrigation scheme will be affected by construction of this project. The NOC for construction of (4.6 MW) is hereby accorded subject to following terms and conditions: -

1. The firm shall enter into legal agreement with the department in this respect.
2. 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.
3. In case there is any scarcity of water due to drought or any other reason, the requirement of the IPH Department shall have precedence over the requirement of this Hydro Power Project.
4. The firm shall ensure adequate minimum environment flow in river below the diversion site to take care of aquatic life and ecology of the area. However, the minimum flow shall not be less than 15% of the available discharge at any time in the river as per Govt. policy.
5. 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.
6. Additional water required by the department in future in addition to the projected demand will get priority over the water requirements of the firm.

"Save Water Save Life on Earth"

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7. In addition to I&PH Department requirement, the firm will also satisfy the requirement of private users, if any.
 8. That the department will have liberty to draw water from **Fozal Nallah** (upstream and downstream) for construction of any irrigation and water supply schemes as and when required in future and, If any schemes, sources of water up and down stream of the HEP get affected, the executing agency will have to deposit the original cost of 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 the affected area(s) for which the company will have no objection.
 9. The firm will release 80 LPS of water for proposed irrigation and drinking water supply scheme purposed (these requirements are in addition to 15% flow of the available discharge as mentioned in condition 4 above) water should be free from silted water from the desilting tank etc. To ensure the above discharge, automatic discharge meter required to be fitted by the project authority.
 10. The present and future quantity of water for proposed WSS will be tapped by the department from (**Fozal Nallah**) up stream of the intake of the HEP and the department will have precedence over the requirement of the proposed project.
 11. The above NOC may be issued and ensure that there is no scheme affected or down below the head weirs and above tale race.

Superintending Engineer,
I&PH Circle, Kullu-HP.

Copy to the Principal Secy. (IPH) to the Govt. of Himachal Pradesh Shimla for information please.

Copy to Engineer-in-Chief, I&PH Department, US Club, Shimla-1 for information please.

Copy to Chief Engineer (CZ) I&PH Department, Mandi for information please.

Copy to of M/S Baloot Fozal Hydro Pvt. Ltd. Apple Valley Resorts Pvt. Ltd. VPO Mohal District Kullu-HP for information.

Superintending Engineer,
IPH Circle, Kullu-HP.

"Save Water Save Life on Earth"

No. FSH-F (2)39/2011-ARC-Baloot Fozal- 3063
 Directorate of Fisheries,
 Himachal Pradesh.

From

The Director cum-Warden of Fisheries,
 Himachal Pradesh

To

✓ M/s Baloot Fozal Hydro Private Limited,
 Apply valley Resorsts Pvt. Ltd.,
 VPO-Mohal, Distt - Kullu (H.P.)-175126.

Dated Bilaspur-174001 the, 26/2/16

Subject: -

NOC for Bloot Fozal SHEP(5.00 MW) from State Fisheries Department.

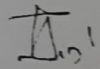
Sir,

I invite a reference of your letter No Nil dated 22.02.2016 vide which you have sent a demand draft bearing No. 224523 dated 20.02.2016 for ₹ 2.50 Lac (Rupees Two Lac Fifty Thousand) only towards Fisheries development fund along with duly notarized affidavit regarding subject cited supra.

Keeping in view the undertaking/affidavit given for the disposal of silt/mud and sustenance of aquatic fauna, the Department of Fisheries, Himachal Pradesh has no objection the project is started at the site.

This may be treated as NO OBJECTION CERTIFICATE.

Yours faithfully



(Gurcharan Singh
 Director-cum-Warden of Fisheries
 Himachal Pradesh, Bilaspur

E-mail : fisheries.hp@nic
 Tel/Fax: 01978-2240

Dated:-

Enclst No. -As above

Copy forwarded for favour of information to:-

1. The Addl. Chief Secretary (Fisheries) to the Government of H. P., Shimla-2.
2. The Director, HIMURJA, SDA Complex, Kasumpti, Shimla-9(HP).
3. The Deputy Director of Fisheries, Patlikuhl, Distt Kullu (HP)
4. Incharge, Web Cell, Directorate of Fisheries, HP for necessary action.
5. M/s Bloot Fozal Hydro Pvt Ltd., D-126, Defence Colony, New Delhi-110 024.

(Gurcharan Singh
 Director-cum-Warden of Fisheries
 Himachal Pradesh, Bilaspur

E-mail : fisheries.hp@nic
 Tel/Fax: 01978-2240

Himachal Pradesh
Public Works Department

NO OBJECTION CERTIFICATE

As recommended by the Assistant Engineer Katrain Sub Division HP.PWD. Katrain vide his office letter No.2456 dated 30.3.2011. The Baloot Fozal Hydroelectric (4.6 M.W.) Project in District Kullu projected by Baloot Fozal Hydro Pvt. Ltd. Regd. Office Apple Valley Resort Pvt. Ltd. V.P.O. Mohal District Kullu. On inspection of the site that at present there is no road alignment has been proposed near the said site of above named project but in future the road has to be proposed to connect the village Kathi and Kaistha. However this Department has no objection for setup a Power Project of (4.6 M.W.) subject to the following condition:-

- 1 That the Project weir site and power house road be made available to provide the link road connectivity to village Kathi and Kaistha.
- 2 That the company will not stack any construction material at the road side during the time of construction.
- 3 That there shall be no any type of traffic hindrance during the construction activity by the company.
- 4 The company may ensure that no debris should be thrown on the PWD road/Land.
- 5 That at the time of construction of the project any damage to the Pichhalihar Kathi Kukri road structure such as Culverts, Drains and road furniture from which the construction material and other project Machinery will be moved through the above road caused by the company shall have to be restored to its original position by the company.

Executive Engineer,
Kullu Division No.-II,
HP.PWD. Kullu.
Dated - 20.4.11

No PW/KD-II/NOC/Steno/2011

608-09

Copy to the Assistant Engineer Katrain Sub Division HP PWD Katrain for information with reference to his office letter No.2455 dated 30.3.2011.

✓ Copy to Baloot Fozal Hydro Pvt. Ltd. Regd. Office Apple Valley Resort Pvt. Ltd. V.P.O. Mohal District Kullu for information and necessary action with reference to his application No.BF/HPPWD/2011/1 dated 4.2.2011.

Executive Engineer,
Kullu Division No.-II,
HP.PWD. Kullu.



Corporate Off. Add
C-209, F/F,
Sector-100
Noida-201 304

BLOOT FOZAL HYDRO PVT. LTD.

Corp. Office : A-238, 2nd Floor, Defence Colony, New Delhi – 110 024

Phone : 011- 40581606

Email : blootfozal@gmail.com



Regn. No. : CIN-40101HP2010PTC031345

It is certified that Sh. Anoop Kumar S/o Late Sh. Prithi Chand R/o Vill. Henja PO Bhawarna Tehsil Palampur, Distt. Kangra is authorized to sign and process the forest diversion proposal and follow up with concerned departments on behalf of the company i.e. M/s Bloot Fozal Hydro Private Limited.

Authorized Signatory
Bloot Fozal Hydro Pvt. Ltd.

Specimen Sign. of the Authorized person



- 1.....
- 2.....
- 3.....