

**H.P. Forest Department.
Mandi Forest Circle, Mandi HP.**

From: CCF (T) Mandi.

To: Nodal Officer-cum-APCCF (FCA),
O/o Pr.CCF H.P Shimla.

Subject: Diversion of 0.9991 ha. forest land in favour of M/S Bhoop Raj, 162/9 Bhojpur Bazar Sundernagar, Distt. Mandi HP for the construction of Micro Hydel Project Bada Dewo (1.5 KW) within the jurisdiction of Suket Forest Division, District Mandi H.P.(Online Proposal No. FP/HP/HYD/34393/2018).

ज्ञापन

उपरोक्त प्रस्तावना भारत सरकार के पत्र संख्या 08 बी०/एच०पी०./01/127/2019./ एफसी दिनांक ./ 15/06/2022 जो की मुख्य सचिव वन हिमाचल प्रदेश सरकार को सम्बोधित होने के साथ साथ नोडल अधिकारी एवं मुख्य वन संरक्षक (एफ० सी० ए०) हि० प्र० सरकार टालेंड शिमला को पृष्ठांकित है में लगाई गई शर्तों की अनुपालना रिपोर्ट प्रयोक्ता अभिकरण द्वारा पूर्ण कर ली गई है व सम्बधित रिपोर्ट आपके कार्यालय को निम्न प्रकार से प्रेषित की जा रही है:

सैधांतिक स्वीकृति की शर्तों का प्रयोक्ता अभिकरण द्वारा उतर:

1. वन भूमि की विधिक स्थिति अपरिवर्तित रहेगी जिसकी वचन वद्धता की प्रति (undertaking) साथ संलग्न है ।
2. इस परियोजना में आवश्यक गैर वन भूमि प्रयोक्ता अभिकरण को सौंपे जाने के बाद ही वन भूमि सौंपी जाएगी जिसकी वचन वद्धता की प्रति (undertaking) साथ संलग्न है ।

2. प्रतिपूरक वनीकरण

(क) वन विभाग द्वारा प्रयोक्ता अभिकरण की लागत पर प्रतिपूरक वनीकरण के लिए 2000 वृक्ष का रोपण कार्य 2.00 है० वन क्षेत्र C-3 DPF Jartu, Kangoo Forest Range, Suket Forest Division Distt. Mandi H.P. में किया जाएगा । जहाँ तक व्यावहारिक हो , स्थानीय स्वदेशी प्रजातियों को लगाया जाएगा तथा प्रजातियों की एकल प्लांटेशन से बचा जाएगा । राज्य सरकार यह सुनिश्चित करेगी कि आस-पास के ग्रामीणों की आवश्यकता के अनुसार वृक्षारोपण योजना में 10 प्रतिशत चारा प्रजातियों को शामिल किया जाएगा । वचन वद्धता की प्रति (undertaking) साथ संलग्न है ।

(B) वन विभाग द्वारा दिए गए बिल के अनुसार प्रतिपूरक पौधारोपण से प्रस्तावना में कुल अनुमोदित राशी कुल रुपए **12,66,780/-** है जिसमें प्रतिपूरक पौधारोपण राशी रुपए **11,62,133/-** को CAMPA फण्ड में जमा कर दिया गया है तथा मु० रु० **1,04,647/-** विभागीय चार्जेज को सरकारी खजाने में जमा कर दिया गया है । इ-चालान साथ संलग्न है ।

4. शुद्ध वर्तमान मूल्य (एन.पी.वी.):

(क) इस संबंध में भारत के माननीय सर्वोच्च न्यायालय के WP (C) संख्या 202/1995 में IA नंबर 556 दिनांक 30.10.2002, 01.08.2003, 28.03.2008, 24.04.2008 एवं 09.05.2008 तथा मंत्रालय द्वारा पत्रांक 5-1/1998-एफ.सी. (Pt. 2) दिनांक 18.09.2003, 5-2/2006-एफ.सी. दिनांक 03.10.2006. 5-3/2007-एथा. सी. दिनांक 05.02.2009 एवं 5-3/2011-FC(Vol.-I), दिनांक 06.01.2022 में जारी दिशा-निर्देशानुसार राज्य सरकार प्रयोक्ता अभिकरण से इस प्रस्ताव के तहत 0.9991 हे० वन क्षेत्र के प्रत्यावर्तन के लिए शुद्ध वर्तमान मूल्य राशि रु० **5,34,254/-** जमा कर दिया गया है ।

(ख) विशेषज्ञ समिति से रिपोर्ट प्राप्त होने पर माननीय सर्वोच्च न्यायालय द्वारा प्रत्यावर्तित वन भूमि के शुद्ध वर्तमान मूल्य की अतिरिक्त राशि, यदि कोई हो, जो अंतिम रूप देने के बाद देय हो, को राज्य सरकार द्वारा प्रयोक्ता अभिकरण से वसूला जाएगा । प्रयोक्ता अभिकरण द्वारा इसका एक शपथ पत्र प्रस्तुत कर दिया गया है । जिसकी वचन वद्धता की प्रति (undertaking) साथ संलग्न है ।

5. माननीय उच्चतम न्यायालय, नई दिल्ली द्वारा I.A. No. 3840 in WP (C) No. 202/1995 में वर्तमान में एफ.सी.ए. के तहत भूमि के प्रत्यावर्तन पर रोक लगाई गई है। अतः राज्य सरकार मा. उच्चतम न्यायालय, नई दिल्ली द्वारा इस पर निर्णय लिये जाने के उपरांत जो अपने स्तर पर वन भूमि के प्रत्यावर्तन हेतु जारी स्वकृति आदेशों का पालन किया जाएगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
6. राज्य सरकार द्वारा शुद्ध वर्तमान मूल्य में अगर revised NPV calculation sheet/bill as per revised NPV rates by MoEF & CC dated 06.01.2022 होगी तो उसे परिवेश पोर्टल पर अपलोड कर दिया जाएगा व निर्देशों का पालन किया जाएगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
7. The Implementation Agreement and Techno Economic Clearance has been submitted. **(copy attached)**
8. The KML, files of the area to be diverted, and the CA areas, the proposed SMC work, the proposed Catchment Area Treatment area and the WLMP area will be uploaded on the e-Green watch portal with all requisite details before issuing working permission towards linear projects. **(Undertaking attached)**
9. All the funds received from the user agency under the project, except the funds realized for regeneration/demarcation of safety zone, has been transferred to Ad-hoc CAMPA in the Saving Bank Account pertaining to Himachal Pradesh as per point no. 3 (B) **(copy of e-challan attached)**.
10. राज्य सरकार यह सुनिश्चित करेगी कि प्रयोक्ता अभिकरण द्वारा प्रस्तावित क्षेत्र के आस-पास रिक्त पड़े स्थानों पर जहां भी सम्भव हो अधिक-अधिक स्थानीय प्रजाति के वृक्षों को वन विभाग की देख-रेख में लगाया जाएगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
11. एफ.आर.ए., 2006 की पूर्ण अनुपालना सम्बंधित जिला कलेक्टर से निर्धारित प्रमाण पत्र के माध्यम से सुनिश्चित की जाएगी। वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
12. प्रयोक्ता अभिकरण द्वारा प्रत्यावर्तित वन भूमि में पेड़ों का पातन नहीं किया जाएगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
13. आसपास के क्षेत्र के वनस्पतियों तथा जीवों को कोई नुकसान नहीं पहुँचाया जाएगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
14. परियोजना के तहत प्रयोक्ता अभिकरण से प्राप्त धन ई-पोर्टल (<https://parivesh-nic-in/>) के माध्यम से क्षतिपूरक वनीकरण कोष प्रबंधन और योजना प्राधिकरण फंड में स्थानांतरित / जमा कर दिया गया है। **(copy of e-challan receipt attached)**
15. पर्यावरण (संरक्षण) अधिनियम, 1986 के प्रावधानों के अनुसार, प्रयोक्ता अभिकरण पर्यावरणीय स्वीकृति, यदि लागू हो तो प्राप्त करेगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
16. केंद्र सरकार की पूर्वानुमति के बिना प्रस्ताव का ले-आउट प्लान नहीं बदला जाएगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
17. वन भूमि एवं आस-पास की भूमि पर कोई भी श्रमिक शिविर स्थापित नहीं किया जाएगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
18. प्रयोक्ता अभिकरण द्वारा मजदूरों को राज्य वन विभाग अथवा वन विकास निगम अथवा वैकल्पिक ईंधन के किसी अन्य कानूनी स्रोत से पर्याप्त लकड़ी, विशेषतः वैकल्पिक ईंधन दिया जाएगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
19. संबंधित वन मंडल अधिकारी के निर्देशानुसार, प्रत्यावर्तित वन भूमि की सीमा को परियोजना लागत पर आर.सी.सी. पिलर्स द्वारा सीमांकन किया जाएगा तथा हर एक पिलर्स पर क्रम संख्या, डी.जी.पी.एस. coordinates तथा Forward/Backward bearings अंकित किए जायेंगे। वचन बद्धता की प्रति (undertaking) साथ संलग्न है।

- 20.** परियोजना कार्य के निष्पादन हेतु निर्माण सामग्री के परिवहन के लिए वन क्षेत्र के अंदर कोई अतिरिक्त या नया मार्ग नहीं बनाया जाएगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
- 21.** वन भूमि का उपयोग परियोजना के प्रस्ताव में विनिर्दिष्ट प्रयोजनों के अतिरिक्त अन्य किसी प्रयोजन हेतु नहीं किया जाएगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
- 22.** केंद्र सरकार की पूर्वानुमति के बिना प्रत्यावर्तन हेतु प्रस्तावित वन भूमि किसी भी परिस्थिति में किसी भी अन्य एजेंसियों, विभाग अथवा व्यक्ति को हस्तांतरित नहीं की जाएगी जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
- 23.** The State Government/User Agency will ensure adherence to stipulated E-flow as recommended by Govt. of Himachal Pradesh, Hon'ble NGT, MoEF & CC, Govt. of India and any other regulatory authority for the conservation and development of aquatic flora and fauna. **(undertaking attached).**
- 24.** Any other condition that the concerned Regional Office of this ministry may stipulate from time to time in the interest of conservation, protection and development of forests & wildlife and the User Agency/State Government will ensure compliance to provisions of all Acts, Rules, Regulations and Guidelines, for the time being in force, as applicable to the project. **(undertaking attached)**
- 25.** State Govt. will ensure that the user agency shall comply the provisions of all Rules, Regulations and Guidelines issued for laying transmission line in forest areas for the time being in force, as applicable to the project. **(undertaking attached)**
- 26.** प्रयोक्ता अभिकरण पूर्वविर्दिष्ट स्थलों पर इस प्रकार मलवे का निस्तारण करेगा कि वह अनावश्यक रूप से तय सीमा से नीचे न गिरे। राज्य के वन विभाग के पर्यवेक्षण में तथा परियोजना की लागत पर, प्रयोक्ता अभिकरण द्वारा उपयुक्त प्रजातियों के पौधे लगाकर मलवा निस्तारण क्षेत्र को स्थिर एवं पुनर्जीवित करने का कार्य किया जाएगा। मलवे को यथा स्थान रखने हेतु दीवारें बनाई जाएंगी। निस्तारण स्थलों को राज्य के वन विभाग को सौंपने से पूर्व, इनका स्थिरीकरण एवं सुधार कार्य योजनानुसार समयबद्ध तरीके से पूरा किया जाएगा। मलवा निस्तारण स्थलों पर किसी भी वृक्ष का पातन नहीं किया जाएगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
- 27.** The User Agency will submit the annual self-compliance report in respect of the above conditions to the State Government and to the concerned Regional Office of the Ministry. regularly. **(undertaking attached)**
- 28.** यदि कोई अन्य सम्बन्धित अधिनियम/अनुच्छेद/नियम/न्यायालय आदेश/अनुदेश आदि इस प्रस्ताव पर लागू होते हैं तो उनके अधीन जरूरी अनुमति लेना राज्य सरकार / प्रयोक्त एजेंसी की जिम्मेवारी होगी जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
- 29.** इनमें से किसी भी शर्त का उल्लंघन वन (संरक्षण) अधिनियम, 1980 का उल्लंघन होगा एवं पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय के दिशानिर्देश फाइल संख्या 11-42/2017-FC दिनांक 29.01.2018 के अनुसार उस पर कार्रवाई होगी जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
- 30.** सम्पूर्ण एवं सत्यापित अनुपालना रिपोर्ट ई-पोर्टल (<https://parivesh.nic.in/>) पर अपलोड कर दी गई है वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
- Encls. As above.

Chief Conservator Forests,
Mandi Forests Circle, H.P.



Office of **DEPUTY CONSERVATOR OF FORESTS**

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क्रमांक./FCA./ 3745

वन विभाग हिमाचल प्रदेश

दिनांक./सुकेत./ 03-08-2024

प्रेषक : उप-अरण्यपाल
सुकेत वन मंडल

प्रेषित : मुख्य अरण्यपाल
वन वृत्त मंडी

विषय : Diversion of 0.9991 ha of Forest Land in favour of M/S Baada Deo Small Hydel Projects Pvt. Ltd. 91/11, Chougan Puranan Bazar Sundernagar Distt Mandi (H.P.) for the construction of 1.5 mW small hydel project Baada Deo within the jurisdiction of Suket Forest Division Distt Mandi HP (**Online proposal No. FP./HP./HYD./34393/2018**)

ज्ञापन

कृपया आपका ध्यान भारत सरकार के पत्र के पत्र संख्या 08 बी०./एच०पी०./01 / 127 / 2019. / एफसी दिनांक ./ 15/06/2022 नोडल अधिकारी-अतिरिक्त प्रधान मुख्य अरण्यपाल (एफ०सी०ए०) कार्यालय प्रधान मुख्य अरण्यपाल (HoFF) हि०प्र० शिमला कार्यालय पत्र पृष्ठांकन संख्या Ft.48-3767/2018 (एफ०सी०ए०) दिनांक शिमला ./ 18/06/2022 के संदर्भ में।

उपरोक्त प्रस्तावना में वन संरक्षक केन्द्रीय कार्यालय के पत्र संख्या 08 बी०./एच०पी०./01/127/ 2019./ एफसी दिनांक ./ 15/06/2022 में लगाई गई शर्तों की अनुपालना रिपोर्ट प्रयोक्ता अभिकरण द्वारा पूर्ण कर ली गई है व सम्बंधित रिपोर्ट आपके कार्यालय को निम्न प्रकार से प्रेषित की जा रही है :-

1. वन भूमि की विधिक स्थिति अपरिवर्तित रहेगी जिसकी वचन वद्धता की प्रति (undertaking) साथ संलग्न है।

2. इस परियोजना में आवश्यक गैर वन भूमि प्रयोक्ता अभिकरण को सौंपे जाने के बाद ही वन भूमि सौंपी जाएगी जिसकी वचन वद्धता की प्रति (undertaking) साथ संलग्न है।

3. प्रतिपूरक वनीकरण

(क) वन विभाग द्वारा प्रयोक्ता अभिकरण की लागत पर प्रतिपूरक वनीकरण के लिए 2000 वृक्ष का रोपण कार्य 2.00 है० वन क्षेत्र C-3 DPF Jartu, Kangoo Forest Range, Suket Forest Division Distt. Mandi H.P. में किया जाएगा। जहाँ तक व्यावहारिक हो, स्थानीय स्वदेशी प्रजातियों को लगाया जाएगा तथा प्रजातियों की एकल प्लांटेशन से बचा जाएगा। राज्य सरकार यह सुनिश्चित करेगी कि आस-पास के ग्रामीणों की आवश्यकता के अनुसार वृक्षारोपण योजना में 10 प्रतिशत चारा प्रजातियों को शामिल किया जाएगा। वचन वद्धता की प्रति (undertaking) साथ संलग्न है।



(B) वन विभाग द्वारा दिए गए बिल के अनुसार प्रतिपूरक पौधारोपण से प्रस्तावना में कुल अनुमोदित राशी कुल रुपए 12,66,780/- है जिसमें प्रतिपूरक पौधारोपण राशी रुपए 11,62,133/- को CAMPA फण्ड में जमा कर दिया गया है तथा मु० रु० 1,04,647/- विभागीय चार्जेज को सरकारी खजाने में जमा कर दिया गया है। इ-चालान साथ संलग्न है।

4. शुद्ध वर्तमान मूल्य (एन.पी.वी.):

(क) इस संबंध में भारत के माननीय सर्वोच्च न्यायालय के WP (C) संख्या 202/1995 में 1A नंबर 556 दिनांक 30.10.2002, 01.08.2003, 28.03.2008, 24.04.2008 एवं 09.05.2008 तथा मंत्रालय द्वारा पत्रांक 5-1/1998-एफ.सी. (Pt. 2) दिनांक 18.09.2003, 5-2/2006-एफ.सी. दिनांक 03.10.2006. 5-3/2007-एफ.सी. दिनांक 05.02.2009 एवं 5-3/2011-FC(Vol.-I), दिनांक 06.01.2022 में जारी दिशा-निर्देशानुसार राज्य सरकार प्रयोक्ता अभिकरण से इस प्रस्ताव के तहत 0.9991 हे० वन क्षेत्र के प्रत्यावर्तन के लिए शुद्ध वर्तमान मूल्य राशि रु० 5,34,254/- जमा कर दिया गया है।

(ख) विशेषज्ञ समिति से रिपोर्ट प्राप्त होने पर माननीय सर्वोच्च न्यायालय द्वारा प्रत्यावर्तित वन भूमि के शुद्ध वर्तमान मूल्य की अतिरिक्त राशि, यदि कोई हो, जो अंतिम रूप देने के बाद देय हो, को राज्य सरकार द्वारा प्रयोक्ता अभिकरण से वसूला जाएगा। प्रयोक्ता अभिकरण द्वारा इसका एक शपथ पत्र प्रस्तुत कर दिया गया है। जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।

5. माननीय उच्चतम न्यायालय, नई दिल्ली द्वारा I.A. No. 3840 in WP (C) No. 202/1995 में वर्तमान में एफ.सी.ए. के तहत भूमि के प्रत्यावर्तन पर रोक लगाई गई है। अतः राज्य सरकार मा. उच्चतम न्यायालय, नई दिल्ली द्वारा इस पर निर्णय लिये जाने के उपरांत जो अपने स्तर पर वन भूमि के प्रत्यावर्तन हेतु जारी स्वकृति आदेशों का पालन किया जाएगा जिसकी जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।

6. राज्य सरकार द्वारा शुद्ध वर्तमान मूल्य में अगर revised NPV calculation sheet/bill as per revised NPV rates by MoEF & CC dated 06.01.2022 होगी तो उसे परिवेश पोर्टल पर अपलोड कर दिया जाएगा व निर्देशों का पालन किया जाएगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।

7. The Implementation Agreement and Techno Economic Clearance has been submitted. **(copy attached)**

8. The KML, files of the area to be diverted, and the CA areas, the proposed SMC work, the proposed Catchment Area Treatment area and the WLMP area will be uploaded on the e-Green watch portal with all requisite details before issuing working permission towards linear projects. **(Undertaking attached)**

9. All the funds received from the user agency under the project, except the funds realized for regeneration/demarcation of safety zone, has been transferred to Ad-hoc



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SUKET FOREST DIVISION; SUNDERNAGAR DISTT. MANDI (H.P.) 175002

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CAMPA in the Saving Bank Account pertaining to Himachal Pradesh as per point no. 3 (B) **(copy of e-challan attached).**

10. राज्य सरकार यह सुनिश्चित करेगी कि प्रयोक्ता अभिकरण द्वारा प्रस्तावित क्षेत्र के आस-पास रिक्त पड़े स्थानों पर जहां भी सम्भव हो अधिक-अधिक स्थानीय प्रजाति के वृक्षों को वन विभाग की देख-रेख में लगाया जाएगा जिसकी वचन वद्धता की प्रति (undertaking) साथ संलग्न है।
11. एफ.आर.ए., 2006 की पूर्ण अनुपालना सम्बंधित जिला कलेक्टर से निर्धारित प्रमाण पत्र के माध्यम से सुनिश्चित की जाएगी। वचन वद्धता की प्रति (undertaking) साथ संलग्न है।
12. प्रयोक्ता अभिकरण द्वारा प्रत्यावर्तित वन भूमि में पेड़ों का पातन नहीं किया जाएगा जिसकी वचन वद्धता की प्रति (undertaking) साथ संलग्न है।
13. आसपास के क्षेत्र के वनस्पतियों तथा जीवों को कोई नुकसान नहीं पहुँचाया जाएगा जिसकी वचन वद्धता की प्रति (undertaking) साथ संलग्न है।
14. परियोजना के तहत प्रयोक्ता अभिकरण से प्राप्त धन ई-पोर्टल (<https://parivesh-nic-in/>) के माध्यम से क्षतिपूरक वनीकरण कोष प्रबंधन और योजना प्राधिकरण फंड में स्थानांतरित / जमा कर दिया गया है। **(copy of e-challan receipt attached)**
15. पर्यावरण (संरक्षण) अधिनियम, 1986 के प्रावधानों के अनुसार, प्रयोक्ता अभिकरण पर्यावरणीय स्वीकृति, यदि लागू हो तो प्राप्त करेगा जिसकी वचन वद्धता की प्रति (undertaking) साथ संलग्न है।
16. केंद्र सरकार की पूर्वानुमति के बिना प्रस्ताव का ले-आउट प्लान नहीं बदला जाएगा जिसकी वचन वद्धता की प्रति (undertaking) साथ संलग्न है।
17. वन भूमि एवं आस-पास की भूमि पर कोई भी श्रमिक शिविर स्थापित नहीं किया जाएगा जिसकी वचन वद्धता की प्रति (undertaking) साथ संलग्न है।
18. प्रयोक्ता अभिकरण द्वारा मजदूरों को राज्य वन विभाग अथवा वन विकास निगम अथवा वैकल्पिक ईंधन के किसी अन्य कानूनी स्रोत से पर्याप्त लकड़ी, विशेषतः वैकल्पिक ईंधन दिया जाएगा जिसकी वचन वद्धता की प्रति (undertaking) साथ संलग्न है।
19. संबंधित वन मंडल अधिकारी के निर्देशानुसार, प्रत्यावर्तित वन भूमि की सीमा को परियोजना लागत पर आर.सी.सी. पिलर्स द्वारा सीमांकन किया जाएगा तथा हर एक पिलर्स पर क्रम संख्या, डी.जी.पी.एस. coordinates तथा Forward/Backward bearings अंकित किए जायेंगे। वचन वद्धता की प्रति (undertaking) साथ संलग्न है।
20. परियोजना कार्य के निष्पादन हेतु निर्माण सामग्री के परिवहन के लिए वन क्षेत्र के अंदर कोई अतिरिक्त या नया मार्ग नहीं बनाया जाएगा जिसकी वचन वद्धता की प्रति (undertaking) साथ संलग्न है।



21. वन भूमि का उपयोग परियोजना के प्रस्ताव में विनिर्दिष्ट प्रयोजनों के अतिरिक्त अन्य किसी प्रयोजन हेतु नहीं किया जाएगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
22. केंद्र सरकार की पूर्वानुमति के बिना प्रत्यावर्तन हेतु प्रस्तावित वन भूमि किसी भी परिस्थिति में किसी भी अन्य एजेंसियों, विभाग अथवा व्यक्ति को हस्तांतरित नहीं की जाएगी जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
23. The State Government/User Agency will ensure adherence to stipulated E-flow as recommended by Govt. of Himachal Pradesh, Hon'ble NGT, MoEF & CC, Govt. of India and any other regulatory authority for the conservation and development of aquatic flora and fauna. **(undertaking attached)**.
24. Any other condition that the concerned Regional Office of this ministry may stipulate from time to time in the interest of conservation, protection and development of forests & wildlife and the User Agency/State Government will ensure compliance to provisions of all Acts, Rules, Regulations and Guidelines, for the time being in force, as applicable to the project. **(undertaking attached)**
25. State Govt. will ensure that the user agency shall comply the provisions of all Rules, Regulations and Guidelines issued for laying transmission line in forest areas for the time being in force, as applicable to the project. **(undertaking attached)**
26. प्रयोक्ता अभिकरण पूर्वविर्दिष्ट स्थलों पर इस प्रकार मलवे का निस्तारण करेगा कि वह अनावश्यक रूप से तय सीमा से नीचे न गिरे। राज्य के वन विभाग के पर्यवेक्षण में तथा परियोजना की लागत पर, प्रयोक्ता अभिकरण द्वारा उपयुक्त प्रजातियों के पौधे लगाकर मलवा निस्तारण क्षेत्र को स्थिर एवं पुनर्जीवित करने का कार्य किया जाएगा। मलवे को यथा स्थान रखने हेतु दीवारें बनाई जाएंगी। निस्तारण स्थलों को राज्य के वन विभाग को सौंपने से पूर्व, इनका स्थिरीकरण एवं सुधार कार्य योजनानुसार समयबद्ध तरीके से पूरा किया जाएगा। मलवा निस्तारण स्थलों पर किसी भी वृक्ष का पातन नहीं किया जाएगा जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
27. The User Agency will submit the annual self-compliance report in respect of the above conditions to the State Government and to the concerned Regional Office of the Ministry. regularly. **(undertaking attached)**
28. यदि कोई अन्य सम्बन्धित अधिनियम/अनुच्छेद/नियम/न्यायालय आदेश/अनुदेश आदि इस प्रस्ताव पर लागू होते हैं तो उनके अधीन जरूरी अनुमति लेना राज्य सरकार / प्रयोक्त एजेंसी की जिम्मेवारी होगी जिसकी वचन बद्धता की प्रति (undertaking) साथ संलग्न है।
29. इनमें से किसी भी शर्त का उल्लंघन वन (संरक्षण) अधिनियम, 1980 का उल्लंघन होगा एवं पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय के दिशानिर्देश फाइल संख्या 11-42/2017-FC दिनांक





Office of DEPUTY CONSERVATOR OF FORESTS

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29.01.2018 के अनुसार उस पर कार्रवाई होगी जिसकी वचन वद्धता की प्रति (undertaking) साथ संलग्न है ।

30. सम्पूर्ण एवं सत्यापित अनुपालना रिपोर्ट ई-पोर्टल (<https://parivesh.nic.in/>) पर अपलोड कर दी गई है वचन वद्धता की प्रति (undertaking) साथ संलग्न है ।

उप-अरण्यपाल
सुकेत वन मंडल सुंदरनगर

पृष्ठांकन संख्या _____ दिनांक./सुकेत./_____

प्रतिलिपि :

1. प्रतिलिपि ट्रेज़री चालान संख्या B24H101557 दिनांक 08/08/2024 मु० रु० 1,04,647/- की प्रति सहित मंडलीय लेखा शाखा प्रभारी को सूचनार्थ एवं आवश्यक कार्यालय हेतु प्रेषित है ।

2. M/s Baada Deo small Hydel projects Pvt. Ltd. 91/11, Chougan Puranan Bazar Sundernagar Distt Mandi (H.P.) को सूचनार्थ हेतु प्रेषित है ।

उप-अरण्यपाल
सुकेत वन मंडल सुंदरनगर

BAADA DEO SMALL HYDEL PROJECTS PRIVATE LIMITED

91/11, Chougan Purana Bazar Sunder Nagar Distt. Mandi (H.P.)

Ref No. SHPBD/201/FCA-24

Date: 2-8-2024

To

The Deputy Conservator of Forest,
Suket Forest Division Sunder Nagar,
District Mandi.

Subject: Diversion of 0.9991 ha of forest land in favor of M/s Baada Døp Small
Hydel Projects Pvt.Ltd. for the construction of SHP Baada Deo 1.50
within the Jurisdiction of Suket Forest Division, Distt. Mandi, H.P.

Respected Sir,

With reference to the subject cited above, we are hereby submitting
the details of funds deposited against NPV, CA and Undertaking thereof, for your
kind reference and necessary further action at your end please.

1. Payment of NPV, CA (INCLUDING CONTINGENCY CHARGES), deposited in
CAMPA Head on dated 31.07.2024 vide UTR No.
PUNBR52024073111021063 Dated 31-07-2024 (Copy attached), amounting
of Rupees Rs.11,62,133/- (Eleven Lakh sixty-two thousand one hundred
thirty-three only).
2. Payment of departmental charges amounting Rs. 1,04,647/- (One lakh four
thousand six hundred and forty-seven only) under head of 0406-01-800-18,
on dated 02/08/2024.
3. We are also submitting copy of IA, TC.
4. Undertakings, mentioned with stage -1 approvals are also enclosed with
this application.
5. As per direction of GOI, all compensatory levies deposited in CAMPA Head
in online patrol generating through e-Challan.

This is for favor of your kind information and further necessary action
please.

Thanks & Regards,

Yours faithfully,



BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

Suket Forest Division
2024
02-08-2024
R.K.
1
02/08/2024
S.H.P.

**E-CHALLAN**

Government Of Himachal Pradesh

Department of Finance

Treasuries, Accounts & Lotteries

Valid Upto 08-Aug-2024

Remmitter Copy

HIMGRN B24H101557

Date 02-08-2024 01:02:53PM

Department Forest

Barcode



Period 02-08-2024 To 02-08-2024

DDO MD101-816- FOREST DIVISION SUKET(SUNDERNAGAR)

Head

₹ Amount

0406-01-800-18-OTHER MISCELLANEOUS RECEIPT

101647

Total/Net Amount

104647

In words One Lakh Four Thousand Six Hundred Forty Seven

Payee Detail

Licence/Vehicle/Permit/TIN no.

OTHER MISCELLANEOUS RECEIPTS -On account of departmental charges of diversion case of Forest Land for construction of Baada Deo small hydel projects in Jhungi Forest Range

Remitter Name:- Baada Deo

Address:- M/s Baada Deo small hydel projects
pvt. ltd. 91/11 Chougan Purana Bazar
Sundernagar Distt. Mandi H.P. Mob:
9816180422

FOR USE IN RECEIVING BANK

Bank CIN No

HIMGRN

B24H101557

Amount ₹ 104647

Bank MANAGER, SBI SUNDERNAGAR

Cheque-DD-No.

104647 ✓

2028

NIC-HP

B24H101557

e-Challan (IFMS)

AGENCY COPY

यूनियन बैंक Union Bank of India



NEFT / RTGS CHALLAN for CAMPA Funds

Date : 31-07-2024

Agency Name.	Baada Deo Small Hydel Project Pvt. Ltd
Application No.	5634393835
MoEF/SG File No.	8B/HP/01/127/2019/FC
Location.	HIMACHAL PRADESH
Address.	162/9 Bhojpur Bazar Sundernagar Distt. Mandi H.P.Mandi
Amount(In Rs)	1162133/-

Amount in Words :Eleven Lakh Sixty-Two Thousand One Hundred and Thirty-Three Rupees Only

NEFT/RTGS to be made as per following details;

Beneficiary Name:	HIMACHAL PRADESH CAMPA
IFSC Code:	UBIN0996335
Pay to Account No.	150705634393835 Valid only for this challan amount.
Bank Name & Address:	Union Bank Of India FCS Centre,21/1, III Floor, Jelitta Towers, Mission Road, Bengaluru-560027

- This Challan is strictly to be used for making payment to CAMPA by NEFT/RTGS only

Note:After making the required payment through ch even after 7 working days, then kindly mail a copy o id to Email: fcsblr@unionbankofindia.bank , epurse: ubin0903710@unionbankofindia.bank

" SCHEME FOR COMPENSATORY AFFORESTATION"

Revised scheme for compensatory Afforestation and its maintenance for 10 years to be carried out in lieu of 0.9991 ha forest area to be diverted for the C/o 1.5 MW Baada Deo small Hydel Project Pvt. Ltd. Within the jurisdiction of Suket Forest Division Sundernagar Distt. Mandi (H.P.)

1. Detail of degraded forest land/non forest land:-

District	Mandi	Village	Batwara
Tehsil	Sundernagar	Distt.	Mandi
Name of Division	Suket	Range	Kangoo
Block/Compartment/Survey No./Khasra No. C-III DPF Jartu			
Area to be afforested : 2 ha.			

2. Description of Area

i. Whether the site selected for compensatory Afforestation is a land bank or not	Yes
ii. If the CA site is other than land bank, reasons be given:-	No
iii. In case of non forest area identified for CA, then what is the distance of be given CA site from the adjoining forest boundary :-	Within forest area
iv. Soil type :-	Sandy loam,
v. Topography a. Hilly/Undulating/Plain :-	Hilly
vi. Slope:- Steep/Medium/Gentle :-	Steep
vii. Whether the area is bearing any root stock of vegetation:-	Yes

3. Plantation Model

Copy of the approved Compensatory Afforestation Scheme/Model showing component wise physical and financial breakup to be enclosed.

4. Schedule of Plantation Programme

Detail of year wise breakup of requirement of funds is as under :-

Particulars of works/ Year	Plants /ha.	Approved Rate of 1100 Plants (in Rs.)	10% hike every year of approved rates (in Rs.)	Total amount after 10% hike/ha. (in Rs.)	Total Amount for 2000 plants (in Rs.)
A-i Survey, Demarcation, Fencing & Planting Zero Year	2000 plants 2 ha	103900	10390	114290	207800
1 st Year	2 ha	12100	1210	13310	24200
2 nd Year	2 ha	8200	820	9020	16400
3 rd Year	2 ha	4200	420	4620	8400
4 th Year	2 ha	4200	420	4620	8400
5 th Year	2 ha	4200	420	4620	8400
6 th Year	2 ha	4200	420	4620	8400
7 th Year	2 ha	4200	420	4620	8400
8 th Year	2 ha	4200	420	4620	8400

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9 th Year	2 ha	4200	420	4620	8400
10 th Year	2 ha	4200	420	4620	8400
Total A(i)					315600
(A-ii) 1st year maintenance of cost of plants=600 Nos.(i.e. 30% of total number planted in planting year)	32.07			19242/-+1924.2/- (10%hike)	21166.2
2nd year maintenance of cost of plants=400 Nos.(i.e. 20% of total number planted in planting year)	32.07			12828/-+1282.8/- (10%hike)	14110.8
3rd year & subsequent up to 10 year maintenance of cost of plants=200*8=1600Nos.(i.e. 10% of total number planted in planting)	32.07			51312/-+5131.2/- (10%hike)	56443
Total A- ii					91720
Total- A					407320
B					
(i) Soil & Moisture Conservation works Dry Stone,C/Wall , Check Dams &Procuration Ponds etc.	i. 2 ha	70000	7000	77000	154000
ii. Staggered Contour Trenches (500Rmt. Per ha.)	2 ha	18330			36660
Total- B					190660
Total -A+B					597980
Contengency charges @ 5%					29899
Total					627879
Departmental charges @ 17.5%					104646.5
G, Total					732525.5
Seven Lakh Thirthy two thousand five Hundred twenty Six					7,32,526/-

5. Technical details

Technical details of Compensatory Afforestation Scheme are as follows :

- General Details : The Plantation will be done through pit method as per plantation norms.
- Spacement : 3X3 mtrs. Between pits & pits of size 45X45x45 cm.
- Species based on locality/site factors, local demand of people and site specific
- Plantation Method : Pit Planting method
- Soil and Moisture Conservation Works : Small Scale engg.
- Protection : (Fencing, Watch man, People's Participation etc.)-B-wire fencing using concrete same pos
- Proposed Monitoring , Mechanism : by higher authority , Monitoring & Evaluation and Divisional
- Any other information. : Nil.


Divisional Forest Officer
Bakel Forest Division.
Under Manager (NPI)

UNDERTAKING

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सन्दर्भ :- Compliance to the In-principal approval letter no. 08 बी०/एच०पी०/01/127/2019./एफसी दिनांक ./ 15/06/2022 नोडल अधिकारी-अतिरिक्त प्रधान मुख्य अरण्यपाल (एफ०सी०ए०) कार्यालय प्रधान मुख्य अरण्यपाल (HoFF) हि०प्र० शिमला कार्यालय पत्र पृष्ठांकन संख्या Ft.48-3767/2018 (एफ०सी०ए०) दिनांक शिमला ./ 18/06/2022 stipulations imposed in the present forest land diversion proposal in report as under :-

क्र०सं०	शर्त	मंजूर/नामंजूर
1	वन भूमि की विधिक स्थिति अपरिवर्तित रहेगी।	मंजूर



Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)-174401

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क्र०सं०	शर्त	मंजूर/नामंजूर
2	परियोजना के लिए आवश्यक गैर वन भूमि प्रयोक्ता अभिकरण को सौंपे जाने के बाद ही वन भूमि सौंपी जाएगी।	मंजूर


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Suket

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क्र०सं०	शर्त	मंजूर/नामंजूर
3	<p>प्रतिपूरक वनीकरण</p> <p>(क) वन विभाग द्वारा प्रयोक्ता अभिकरण की लागत पर प्रतिपूरक वनीकरण के लिए 2000 वृक्ष का रोपण कार्य 2.00 है० वन क्षेत्र C-3 DPF Jartu, Kangoo ForestRange, Suket Forest Division Distt. Mandi H.P. में किया जाएगा। जहाँ तक व्यावहारिक हो, स्थानीय स्वदेशी प्रजातियों को लगाया जाये तथा प्रजातियों की एकल प्लांटेशन से बचा जाए। राज्य सरकार यह सुनिश्चित करेगी कि आस पास के ग्रामीणों की आवश्यकता के अनुसार वृक्षारोपण योजना में 10 प्रतिशत चारा प्रजातियों को शामिल किया जाए।</p> <p>(B) प्रतिपूरक वनीकरण की भूमि पर, यदि आवश्यक हो, तो प्रतिपूरक वनीकरण योजना के अनुसार प्रचलित मजदूरी दरों पर प्रतिपूरक वनिकर्ण की लागत एवं सर्वेक्षण, सीमांकन और स्तम्भन की लागत परियोजनाप्रधिकरण द्वारा अग्रिम रूप से वन विभाग के पास जमा की जाएगी। प्रतिपूरक वनीकरण 10 वर्षों तक अनुरक्षित एवं संधारित किया जाएगा। इस योजना में भविष्य में निर्धारित कार्यों के लिए प्रत्याशित लागत वृद्धि हेतु उपयुक्त प्रावधान शामिल किए जा सकते हैं।</p>	मंजूर

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED

DIRECTOR


Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)-174401

UNDERTAKING

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सन्दर्भ :- Compliance to the In-principal approval letter no. 08 बी०/एच०पी०/01/127/2019./एफसी दिनांक ./ 15/06/2022 नोडल अधिकारी-अतिरिक्त प्रधान मुख्य अरण्यपाल (एफ०सी०ए०) कार्यालय प्रधान मुख्य अरण्यपाल (HoFF) हि०प्र० शिमला कार्यालय पत्र पृष्ठांकन संख्या Ft.48-3767/2018 (एफ०सी०ए०) दिनांक शिमला ./ 18/06/2022 stipulations imposed in the present forest land diversion proposal in report as under :-

क्र०सं०	शर्त	मंजूर/नामंजूर
4	<p>शुद्ध वर्तमान मूल्य (एन.पी.वी.):</p> <p>(क) इस संबंध में भारत के माननीय सर्वोच्च न्यायालय के WP (C) संख्या 202/1995 में 1A नंबर 556 दिनांक 30.10.2002, 01.08.2003, 28.03.2008, 24.04.2008 एवं 09.05.2008 तथा मंत्रालय द्वारा पत्रांक 5-1/1998-एफ.सी. (Pt. 2) दिनांक 18.09.2003, 5-2/2006-एफ.सी. दिनांक 03.10.2006. 5-3/2007-एथा. सी. दिनांक 05.02.2009 एवं 5-3/2011-FC(Vol.-I), दिनांक 06.01.2022 में जारी दिशा-निर्देशानुसार राज्य सरकार प्रयोक्ता अभिकरण से इस प्रस्ताव के तहत 0.9991 हे० वन क्षेत्र के प्रत्यावर्तन के लिए शुद्ध वर्तमान मूल्य वसूल करेगी।</p> <p>(ख) विशेषज्ञ समिति से रिपोर्ट प्राप्त होने पर माननीय सर्वोच्च न्यायालय द्वारा प्रत्यावर्तित वन भूमि के शुद्ध वर्तमान मूल्य की अतिरिक्त राशि, यदि कोई हो, जो अंतिम रूप देने के बाद देय हो, को राज्य सरकार द्वारा प्रयोक्ता अभिकरण से वसूला जाएगा। प्रयोक्ता अभिकरण इसका एक शपथपत्र प्रस्तुत करेगा।</p>	मंजूर

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

Subdivisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)-174401

UNDERTAKING

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क्र०सं०	शर्त	मंजूर/नामंजूर
5.	माननीय उच्चतम न्यायालय, नई दिल्ली द्वारा I.A. No. 3840 in WP (C) No. 202/1995 में वर्तमान में एफ.सी.ए. के तहत भूमि के प्रत्यावर्तन पर रोक लगाई गई है। अतः राज्य सरकार मा. उच्चतम न्यायालय, नई दिल्ली द्वारा इस पर निर्णय लिये जाने के उपरान्त ही तदनुसार अपने स्तर पर वन भूमि के प्रत्यावर्तन हेतु जारी किए जाने वाले स्वीकृति आदेश जारी करेगी।	मंजूर

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED

DIRECTOR

Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ0 सी0 ए0) हि0 प्र0 के पत्रांक एफ0 टी0 48-3767/2018 (एफ0 सी0 ए0) दिनांक 19.02.2022

6	The revised NPV calculation sheet/bill as per revised NPV rates by MoEF & CC dated 06.01.2022 shall be submitted and uploaded in portal before stage-II (final) approval.	शर्त मंजूर
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BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED

DIRECTOR

(८/५)

~~Divisional Forest Officer~~
Suket Forest Division
Sunder Nagar (H.P.) 174201

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ0 सी0 ए0) हि0 प्र0 के पत्रांक एफ0 टी0 48-3767/2018 (एफ0 सी0 ए0) दिनांक 19.02.2022

7	The implementation Agreement and Techno Economic Clearance shall be submitted before stage-II Final approval.	शर्त मंजूर
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(८/६)

Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)-174401


BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

UNDERTAKING

Subject : Diversion of 0.9991 ha of Forest Land in favour of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Puranan Bazar Sundernagar Distt Mandi (H.P.) for the construction of 1.5 mW small hydel project Baada Deo within the jurisdiction of Suket Forest Divison Distt Mandi HP (Online proposal No. FP./HP./HYD./34393/2018)

सन्दर्भ :- Compliance to the In-principal approval letter no. 08 बी०/एच०पी०/01/127/2019./एफसी दिनांक ./ 15/06/2022 नोडल अधिकारी-अतिरिक्त प्रधान मुख्य अरण्यपाल (एफ०सी०ए०) कार्यालय प्रधान मुख्य अरण्यपाल (HoFF) हि०प्र० शिमला कार्यालय पत्र पृष्ठांकन संख्या Ft.48-3767/2018 (एफ०सी०ए०) दिनांक शिमला ./ 18/06/2022 stipulations imposed in the present forest land diversion proposal in report as under :-

क्र०सं०	शर्त	मंजूर/नामंजूर
8.	The State Government shall ensure that the KML, files of the area to be diverted, the CA areas, the proposed SMC work, the proposed Catchment Area Treatment area and the WLMP area shall be uploaded on the e-Green watch portal with all requisite details before issuing working permission towards linear projects or submitting compliance report for seeking Stage-II approval, as the case may be.	मंजूर


Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)-174401

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ० सी० ए०) हि० प्र० के पत्रांक एफ० टी० 48-3767/2018 (एफ० सी० ए०) दिनांक 19.02.2022

9	All the funds received from the user agency under the project, except the funds realized for regeneration/demarcation of safety zone, shall be transferred to Ad-hoc CAMPS in the Saving Bank Account pertaining to the State Concerned.	शर्त मंजूर
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(८/९)

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

Assistant Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)-175401

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ0 सी0 ए0) हि0 प्र0 के पत्रांक एफ0 टी0 48-3767/2018 (एफ0 सी0 ए0) दिनांक 19.02.2022

10	राज्य सरकार यह सुनिश्चित करेगी कि प्रयोक्ता अभिकरण द्वारा प्रस्तावित क्षेत्र के आस पास रिक्त पड़े स्थानों पर जहां भी हो सम्भव हो अधिक अधिक स्थानिय प्रजाति के वृक्षों को वन विभाग की देख-रेख में रोपित कर greenery maintain करने के बाबत वचन बद्धता प्रस्तुत की जाएगी।	शर्त मंजूर
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(C/S)

~~Divisional Forest Officer~~
Suket Forest Division
Sunder Nagar (H.P.)-174401

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ० सी० ए०) हि० प्र० के पत्रांक एफ० टी० 48-3767/2018 (एफ० सी० ए०) दिनांक 19.02.2022

11	एफ. आर. ए, 2006 की पूर्ण अनुपालना संबंधित जिला कलेक्टर से निर्धारित प्रमाण पत्र के माध्यम से सुनिश्चित की जाएगी।	शर्त मंजूर
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(C/S)

~~Divisional Forest Officer~~
Suket Forest Division
Sunder Nagar (H.P.)-172401

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ० सी० ए०) हि० प्र० के पत्रांक एफ० टी० 48-3767/2018 (एफ० सी० ए०) दिनांक 19.02.2022

12	प्रयोक्ता अभिकरण के द्वारा प्रत्यावर्तित वन भूमि में पेडो का पातन नहीं किया जाएगा।	शर्त मंजूर
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(९/९)

Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.) 174201

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED

DIRECTOR

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ0 सी0 ए0) हि0 प्र0 के पत्रांक एफ0 टी0 48-3767/2018 (एफ0 सी0 ए0) दिनांक 19.02.2022

13	आस पास के क्षेत्र के वनस्पीतियों तथा जीवों को कोई नुकसान नही पहुंचाया जाएगा।	शर्त मंजूर
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(c/s)

Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)-174401

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ0 सी0 ए0) हि0 प्र0 के पत्रांक एफ0 टी0 48-3767/2018 (एफ0 सी0 ए0) दिनांक 19.02.2022

14	प्रयोजना के तहत प्रयोक्ता अभिकरण से प्राप्त धन केवल ई-पोर्टल (https://parivesh-nic-in) के माध्यम से क्षतिपूरक वनीकरण कोष प्रबंधन और योजना प्राधिकरण मे फंड में स्थानांतरित जमा किए जाएंगे।	शर्त मंजूर
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(८/८)

~~Divisional Forest Officer~~
Suket Forest Division
Sunder Nagar (H.P.) 177001

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED

DIRECTOR


UNDERTAKING


Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ0 सी0 ए0) हि0 प्र0 के पत्रांक एफ0 टी0 48-3767/2018 (एफ0 सी0 ए0) दिनांक 19.02.2022

15	पर्यावरण (संरक्षण) अधिनियम के प्रावधानों के अनुसार, प्रयोक्ता अभिकरण, पर्यावरणीय स्वीकृति, यदि लागू हो तो प्राप्त करेगा।	शर्त मंजूर
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(c/s)


Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)-175101

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED

DIRECTOR

UNDERTAKING

Diversion of 0.9991 ha of Forest Land In favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ० सी० ए०) हि० प्र० के पत्रांक एफ० टी० 48-3767/2018 (एफ० सी० ए०) दिनांक 19.02.2022

16	केन्द्र सरकार की पुर्वानुमति के बिना प्रस्ताव का ले-आउट प्लान नहीं बदला जाएगा।	शर्त मंजूर
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BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED

DIRECTOR

4/

Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.) 175401

UNDERTAKING

Diversion of 0.9991 ha of Forest Land In favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ0 सी0 ए0) हि0 प्र0 के पत्रांक एफ0 टी0 48-3767/2018 (एफ0 सी0 ए0) दिनांक 19.02.2022

17	वन भूमि व आस पास की भूमि पर कोई भी श्रमिक शिविर स्थापित नहीं किया जाएगा।	शर्त मंजूर
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(C/s)

Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.) 177101

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR


UNDERTAKING

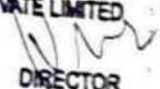
Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ० सी० ए०) हि० प्र० के पत्रांक एफ० टी० 48-3767/2018 (एफ० सी० ए०) दिनांक 19.02.2022

18	प्रयोक्ता अभिकरण द्वारा मजदूरों को राज्य वन विभाग अथवा वन विकास निगम अथवा वैकल्पिक ईंधन के किसी अन्य कानूनी स्रोत से पर्याप्त लकड़ी, विशेषतः वैकल्पिक ईंधन दिया जाएगा।	शर्त मंजूर
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(C/S)


Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.) 175101

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED

DIRECTOR

UNDERTAKING

Subject : Diversion of 0.9991 ha of Forest Land in favour of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Puranan Bazar Sundernagar Distt Mandi (H.P.) for the construction of 1.5 mW small hydel project Baada Deo within the jurisdiction of Suket Forest Division Distt Mandi HP (Online proposal No. FP/HP/HYD./34393/2018)

सन्दर्भ :- Compliance to the In-principal approval letter no. 08 बी०/एच०पी०/01/127/2019/एफसी दिनांक ./ 15/06/2022 नोडल अधिकारी-अतिरिक्त प्रधान मुख्य अरण्यपाल (एफ०सी०ए०) कार्यालय प्रधान मुख्य अरण्यपाल (HoFF) हि०प्र० शिमला कार्यालय पत्र पृष्ठांकन संख्या Ft.48-3767/2018 (एफ०सी०ए०) दिनांक शिमला ./ 18/06/2022 stipulations imposed in the present forest land diversion proposal in report as under :-

क्र०सं०	शर्त	मंजूर/नामंजूर
19.	संबंधित वन मंडल अधिकारी के निर्देशानुसार, प्रत्यावर्तित वन भूमि की सीमा को परियोजना लागत पर आर.सी.सी. पिलर्स द्वारा सीमांकन किया जाएगा तथा हर एक पिलर्स पर क्रम संख्या, डी.जी.पी.एस. coordinates तथा Forward/Backward bearings अंकित हों।	मंजूर

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.) 171401

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ0 सी0 ए0) हि0 प्र0 के पत्रांक एफ0 टी0 48-3767/2018 (एफ0 सी0 ए0) दिनांक 19.02.2022

20	परियोजना कार्य के निष्पादन हेतु निर्माण सामग्री के परिवहन के लिए वन क्षेत्र के अंदर कोई अतिरिक्त या नया मार्ग नहीं बनाया जाएगा।	शर्त मंजूर
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(८/९)

Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)-174401

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED

DIRECTOR

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ0 सी0 ए0) हि0 प्र0 के पत्रांक एफ0 टी0 48-3767/2018 (एफ0 सी0 ए0) दिनांक 19.02.2022

21	वन भूमि का उपयोग परियोजना के प्रस्ताव में विनिर्दिष्ट प्रयोजनों के अतिरिक्त अन्य किसी प्रयोजन हेतू नहीं किया जाएगा।	शर्त मंजूर
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BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED

DIRECTOR

(९/५)

~~Divisional Forest Officer~~
Suket Forest Division
Sunder Nagar (H.P.)-147101

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ0 सी0 ए0) हि0 प्र0 के पत्रांक एफ0 टी0 48-3767/2018 (एफ0 सी0 ए0) दिनांक 19.02.2022

22	केन्द्र सरकार की पूर्वानुमति के बिना प्रत्यावर्तन हेतु प्रस्तावित वन भूमि किसी भी परिस्थिति में किसी भी अन्य एंजेसियों विभाग अथवा व्यक्ति को हस्तांतरित नहीं की जाएगी।	शर्त मंजूर
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(९/९)

Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)-174401

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

UNDERTAKING

Subject : Diversion of 0.9991 ha of Forest Land in favour of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Puranan Bazar Sundernagar Distt Mandi (H.P.) for the construction of 1.5 mW small hydel project Baada Deo within the jurisdiction of Suket Forest Divison Distt Mandi HP (Online proposal No. FP./HP./HYD./34393/2018)

सन्दर्भ :- Compliance to the In-principal approval letter no. 08 बी०/एच०पी०/01/127/2019./एफसी दिनांक ./ 15/06/2022 नोडल अधिकारी-अतिरिक्त प्रधान मुख्य अरण्यपाल (एफ०सी०ए०) कार्यालय प्रधान मुख्य अरण्यपाल (HoFF) हि०प्र० शिमला कार्यालय पत्र पृष्ठांकन संख्या Ft.48-3767/2018 (एफ०सी०ए०) दिनांक शिमला ./ 18/06/2022 stipulations imposed in the present forest land diversion proposal in report as under :-

क्र०सं०	शर्त	मंजूर/नामंजूर
23.	The State Government/User Agency shall ensure adherence to stipulated E-flow as recommended by Govt. of Himachal Pradesh, Hon'ble NGT, MoEF & CC, Govt. of India and any other regulatory authority for the conservation and development of aquatic flora and fauna.	मंजूर

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR


Divisional Forest Officer
Suket Forest Division
Sundernagar (H.P.) 175001

UNDERTAKING

Subject : Diversion of 0.9991 ha of Forest Land in favour of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Puranan Bazar Sundernagar Distt Mandi (H.P.) for the construction of 1.5 mW small hydel project Baada Deo within the jurisdiction of Suket Forest Division Distt Mandi HP (Online proposal No. FP./HP./HYD./34393/2018)

सन्दर्भ :- Compliance to the In-principal approval letter no. 08 बी०/एच०पी०/01/127/2019./एफसी दिनांक ./ 15/06/2022 नोडल अधिकारी-अतिरिक्त प्रधान मुख्य अरण्यपाल (एफ०सी०ए०) कार्यालय प्रधान मुख्य अरण्यपाल (HoFF) हि०प्र० शिमला कार्यालय पत्र पृष्ठांकन संख्या Ft.48-3767/2018 (एफ०सी०ए०) दिनांक शिमला ./ 18/06/2022 stipulations imposed in the present forest land diversion proposal in report as under :-

क्र०सं०	शर्त	मंजूर/नामंजूर
24.	Any other condition that the concerned Regional Office of this ministry may stipulate from time to time in the interest of conservation, protection and development of forests & wildlife and the User Agency/State Government may ensure compliance to provisions of all Acts, Rules, Regulations and Guidelines, for the time being in force, as applicable to the project.	मंजूर

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)-174401

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ० सी० ए०) हि० प्र० के पत्रांक एफ० टी० 48-3767/2018 (एफ० सी० ए०) दिनांक 19.02.2022

25	State Govt. shall ensure that the user agency shall comply the provisions of all rules, Regulations and Guidelines issued for laying transmission line in forest areas for the time being in force, as applicable to the project.	शर्त मंजूर
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Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)-174401

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ0 सी0 ए0) हि0 प्र0 के पत्रांक एफ0 टी0 48-3767/2018 (एफ0 सी0 ए0) दिनांक 19.02.2022

26	<p>प्रयोक्ता अभिकरण पूर्वविदिष्ट स्थलों पर इस प्रकार मलवे का निस्तारण करेगा कि वह अनावश्यक रूप से तय सीमा से नीचे न गिरे। राज्य के वन विभाग के पर्यवेक्षण में तथा परियोजना की लागत पर प्रयोक्ता अभिकरण द्वारा उपयुक्त प्रजातियों के पौधे लगाकर मलवा निस्तारण क्षेत्र को स्थिर एवं पुनर्जीवित करने का कार्य किया जाएगा मलवे को यथा स्थान रखने हेतु दीवारें बनाई जाएगी। निस्तारण स्थलों को राज्य के वन विभाग को सौंपने से पूर्व, इनका स्थिरीकरण एवं सुधार कार्य योजनानुसार समयबद्ध तरीके से पूरा किया जाएगा। मलवा निस्तारण स्थलों पर किसी भी वृक्ष का पातन नहीं किया जाएगा।</p>	शर्त मंजूर
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(C/s)

Subdivisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)-174401

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ० सी० ए०) हि० प्र० के पत्रांक एफ० टी० 48-3767/2018 (एफ० सी० ए०) दिनांक 19.02.2022

27	The user agency shall submit the annual self compliance report in respect of the above conditions to the state govt. and to the concerned Regional office of the ministry regularly.	शर्त मंजूर
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(c/s)

Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.)-177201

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

UNDERTAKING

Subject : Diversion of 0.9991 ha of Forest Land in favour of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Puranan Bazar Sundernagar Distt Mandi (H.P.) for the construction of 1.5 mW small hydel project Baada Deo within the jurisdiction of Suket Forest Division Distt Mandi HP (Online proposal No. FP./HP./HYD./34393/2018)

सन्दर्भ :- Compliance to the In-principal approval letter no. 08 बी०/एच०पी०/01/127/2019./एफसी दिनांक ./ 15/06/2022 नोडल अधिकारी-अतिरिक्त प्रधान मुख्य अरण्यपाल (एफ०सी०ए०) कार्यालय प्रधान मुख्य अरण्यपाल (HoFF) हि०प्र० शिमला कार्यालय पत्र पृष्ठांकन संख्या Ft.48-3767/2018 (एफ०सी०ए०) दिनांक शिमला ./ 18/06/2022 stipulations imposed in the present forest land diversion proposal in report as under :-

क्र०सं०	शर्त	मंजूर/नामंजूर
28	यदि कोई अन्य सम्बन्धित अधिनियम/अनुच्छेद/नियम/न्यायालय आदेश/अनुदेश आदि इस प्रस्ताव पर लागू होते होते है तो उनके अधीन जरूरी अनुमति लेना राज्य सरकार / प्रयोक्त एजेंसी की जिम्मेवारी होगी।	मंजूर

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.) 744001

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ0 सी0 ए0) हि0 प्र0 के पत्रांक एफ0 टी0 48-3767/2018 (एफ0 सी0 ए0) दिनांक 19.02.2022

29	इनमें से किसी भी शर्त का उल्लंघन वन (संरक्षण) अधिनियम, 1980 का उल्लंघन होगा व पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय के दिशानिर्देश फाइल संख्या 11-42/2017-एफ. सी. दिनांक 29.01.2018 के अनुसार उस पर कार्यवाही होगी।	शर्त मंजूर
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(c/s)

~~Divisional Forest Officer~~
Suket Forest Division
Sunder Nagar (H.P.)-174101

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

UNDERTAKING

Diversion of 0.9991 ha of Forest Land in favor of M/S Baada Deo Small Hydel Project Pvt. Ltd. 91/11, Chougan Purana Bazar Sunder Nagar Distt Mandi (H.P.), for the construction of 1.5 MW Small Hydel Project Baada Deo 1.50 MW, Within The jurisdiction of Suket Forest Division, Distt Mandi Himachal Pradesh Online proposal No. FP/HP/HYD/34393/2018.

संदर्भ: नोडल अधिकारी- सह अतिरिक्त प्रधान मुख्य अरण्य पाल (एफ0 सी0 ए0) हि0 प्र0 के पत्रांक एफ0 टी0 48-3767/2018 (एफ0 सी0 ए0) दिनांक 19.02.2022

30	सम्पूर्ण एवं सत्यापित अनुपालना रिपोर्ट केवल ई-पोर्टल (https://parivesh-nic-in) पर अपलोड की जाएगी।	शर्त मंजूर
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BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

(C/S)

Divisional Forest Officer
Suket Forest Division
Sunder Nagar (H.P.) 174224

(TEC)

**DIRECTORATE OF ENERGY
GOVERNMENT OF HIMACHAL PRADESH
SHANTI BHAWAN, PHASE-III, SECTOR-VI, NEW SHIMLA-171009 (H.P.)**

OFFICE ORDER

Directorate of Energy (DoE), Government of Himachal Pradesh, is pleased to accord Technical Concurrence (TC) to Baada Deo SHEP (1.50 MW) within elevation range of El 1210.00 m to El 1110.00 m on Kandhi/Jhungi Nallah, a tributary of Satluj River in Distt. Mandi, Himachal Pradesh allotted to "M/s Geeta Ram, Village and P.O. Pressi, Sub-Tehsil Nihari, District Mandi-175046, Himachal Pradesh", at an estimated cost of Rs. 1596.00 Lakh (Rupees One Thousand Five Hundred Ninety Six Lakh only) including Interest During Construction (IDC), Escalation, Financial Charges (FC) and Local Area Development Fund (LADF) @ 1% (one percent) of total project cost with the following stipulations:-

1. i) The abstract of the Estimated Cost approved by DoE, GoHP is furnished at **Annex-I** and the Salient Features of the scheme are at **Annex-II**.
ii) The completion cost shall not exceed the above cost except on account of the following:-
 - a) Interest During Construction (IDC) and Financial Charges (FC) shall be as per actual but not exceeding the amount as indicated at **Annex-I**, unless revised by DoE, GoHP while according concurrence under Section-8 of Indian Electricity Act 2003 after review of the financial package.
 - b) Change in rates of Indian taxes and duties such as Goods and Service Tax (GST), Custom Duty and levy of any other taxes/duties subsequent to issue of Concurrence.
 - c) Change in Indian law resulting in change in the cost.
2. The Concurrence is subject to the fulfilment of the following conditions:-
 - i) Completed cost/Concurrence shall not be re-opened due to the following:
 - a) Non acquisition of land.
 - b) Non- finalization of Power Purchase Agreement (PPA).
 - c) Delay in financial closure.
 - 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) Fulfilment of conditions stipulated in Central Electricity Authority (CEA)/Central Water Commission (CWC) guidelines in respect of civil works at the stage of detailed designs/execution.
 - vi) In case, changes are made in design parameters during construction due to site conditions or otherwise, the same shall be intimated and got concurred from DoE, GoHP before implementation of such changes.
 - vii) Any increase in the cost estimate due to design modifications and geological surprises would be absorbed by the Independent Power Producer (IPP) i.e. "M/s Geeta Ram, Village and P.O. Pressi, Sub-Tehsil Nihari, District Mandi-175046, Himachal Pradesh"
 - viii) No additional cost shall be allowed due to Resettlement & Rehabilitation (R & R) Plan.

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BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED
DIRECTOR

- ix) Normal operation life of the hydro power plant shall be as per provisions of CWC/CEA guidelines or Central Electricity Regulatory Commission (CERC)/Himachal Pradesh Electricity Regulatory Commission (HPERC) regulations.
- x) The statutory and administrative clearances as per Annex-III shall be obtained before execution/ implementation of the project.
- xi) For evacuation of power, the interconnection point with the State grid and interconnection facilities at the interconnection point shall be provided, operated and maintained at the cost of the IPP.
- xii) The cost of providing and/or strengthening/additions etc. of the system at and beyond the Interconnecting Sub-station, which may also include the cost of replacement of switchgear/ protection and provision of shunt capacitors, strengthening of bus bars, apart from other works required at injection voltage level and other one or more successively higher voltages, civil works relocation of existing bays etc. shall be recovered by HPSEBL, as per the regulations of HPERC read with the clarifications/decisions by HPERC and/or any other competent authority as may be finally applicable. The share of IPP on this account shall be paid by the IPP to Himachal Pradesh State Electricity Board Limited (HPSEBL)/ Himachal Pradesh Power Transmission Corporation Limited (HPPTCL) as per the final decision of the competent authority.
- xiii) Whereas the HPSEBL/HPPTCL shall endeavour to provide the power evacuation system at the earliest, the scheduled date for providing evacuation arrangements ~~shall be spelt out in the PPAs on case to case basis inter-alia keeping in view the time lines indicated in the relevant plan and approved by HPERC.~~
- xiv) The powerhouse generating equipments as well as other electrical equipments to be provided by the IPP shall be compatible for parallel operation with the State grid after interfacing. The IPP shall be responsible for any loss of generation on this account.
- xv) O&M charges for maintenance of inter connection facilities at the interconnection sub- station shall be paid by the IPP to HPSEBL/HPPTCL throughout the period, the IPP runs the project and the same shall be reviewed at the beginning of every financial year.
- xvi) The power of Baada Deo SHEP (1.50 MW) can be evacuated by IPP through solid tap on existing 22 Kv Pangna-Nihri feeder subject to following conditions:-
 - 1. The cost of 22 kV line from Baada Deo HEP to tapping point at village Ropa at about 1 Km including interconnection facilities shall be borne by the developer.
 - 2. No deemed generation shall be allowed to the developer in case of shut down/ break down of 22 kV Pangna-Nihri feeder and 33/22 kV substation Pangna.
 - 3. The calculated line losses from the interconnection point to 33/22 kV substation Pangna shall be borne by the developer as per prevailing guidelines of HPERSC/HPSEBL.
- 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.

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- c) Norms of System Operation of the concerned State Load Dispatch Center (SLDC) or Regional Load Dispatch Center (RLDC).
 - d) Directions of the concerned SLDC or RLDC regarding operation of dedicated transmission line.
 - e) The IPP will only be allowed to inject power in HP system with the undertaking that necessary action to provide tele-metering to SLDC shall be provided by them and specifications required to be got approved from the office of SLDC, HP Load Dispatch Society, Shimla from compatibility point of view with existing Supervisory Control and Data Acquisition (SCADA) system.
 - xx) The Hydro generating units shall be capable of generating up to 110% of rated capacity (Subject to rated head being available) on continuous basis as per Sr. No 7 (Part-II) of Ministry of Power (Central Electricity Authority) notification No 12/X/STD (CONN) GM / CEA dated 15/10/2013 and subsequent amendments thereof.
 - xxi) The conditions on these lines shall have to be suitably included by the IPP in the PPA etc. apart from other standard conditions.
 - xxii) The observations of DoE, GoHP and replies thereof shall form an integral part of the DPR.
 - xxiii) Minimum 15% release of water immediately downstream of diversion structure shall be ensured all the times including lean season as per prevailing GoHP notification. The necessary monitoring equipment as prescribed by the Pollution Control Board for the same shall be installed by the IPP during execution of the project.
 - xxiv) The levels as specified and approved shall strictly be adhered to for construction of project, also the riparian distances within upstream and downstream projects as per allotment of projects or any other project specific directions / conditions shall be maintained.
 - xxv) The authenticity of benchmark considered for carrying out survey as ensured and intimated by IPP to DoE shall be the sole responsibility of the IPP.
 - xxvi) The proposed arrangement of laying Water Conductor system (WCS) with length 870 m (Conveyance/Feeder pipe + Power Pipe) and Penstock with length 205 m should be designed w.r.t. all necessary parameters of earth pressure/water pressure in empty/full condition, earthquake condition and with regard to all safety standards norms. The design should be vetted from an authorized & approved agency.
 - xxvii) LADC/LADF amount and activities shall be implemented as per Power policy of HP Govt., 2006 and subsequent amendments thereof.
 - xxviii) The additional 1% (one percent) free power from the project shall be provided and earmarked for a Local Area Development Fund (LADF) as per HP Govt. Notification No. MPP-F(1)-2/2005-V dated 30.11.2009 and subsequent amendments thereof.
 - xxix) The TC is based on the reports and data furnished by the IPP in the DPR and the relevant information provided by Himurja. It is presumed that information furnished is correct and has been collected reliably after carrying out detailed field investigations and surveys under the supervision of competent personnel. The scrutiny of DPR does not cover the examination of the detailed designs & working drawings of project components in regard to their structural, hydraulic and mechanical performance, safety and also of their positioning and fixing at site. This shall be ensured by the IPP as per standard norms & manuals.
3. The project shall be completed within 18 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.

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5. The IPPs shall give free accessibility to the officers and representatives of DoE, Himurja and other relevant Govt. Departments, Commissions etc. to have on the spot assessment of various aspects of the project.
6. The firm financial-package and tie-up of balance inputs/clearances shall be completed within the period as stipulated in the GoHP Hydro Power Policy, 2006 and subsequent amendments thereof / Implementation Agreement (IA) / Supplementary Implementation Agreement (SIA).
7. In case the time gap between the Technical Concurrence (TC) of the scheme and actual start of work on the project is three years or more, a fresh Technical Concurrence (TC) shall be obtained from DoE, GoHP 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 DoE, GoHP or parameters are found changed at any stage.

BY ORDER OF THE GoHP

K. S. N. S.
**Chief Engineer,
 Directorate of Energy, GoHP,
 New Shimla- 171009(HP).**

No. DoE/CE(Energy)/TC-Baada Deo SHEP/2021- 392332 Dated: 16/1/2021

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

1. The Addl. Chief Secretary (MPP & Power) to H.P. Govt., Shimla-171002.
2. The Addl. Chief Secretary (NES) to H.P. Govt., Shimla-171002.
3. The Secretary, Ministry of Non-Conventional Energy Sources (MNES), Block No.14, CGO Complex, Lodhi Road, New Delhi-110003.
4. The Director, Environmental & Scientific Technologies, Narayan Villa, Near Wood Villa Palace, Shimla-171002.
5. The Deputy Commissioner, Distt. Mandi, Himachal Pradesh – 175002
6. The General Manager, HPPTCL, Himfed Bhawan, Panjari, Below Old MLA Quarters, Shimla-171005.
7. The Chief Engineer (SP), HPSEB Ltd, Uttam Bhawan, Dogra Lodge, Shimla-171004.
8. The Chief Engineer (Commercial), HPSEB Ltd, Vidyut Bhawan, Shimla –171004.
9. The Chief Executive Officer, Himurja, 8A-SDA Complex, Kasumpti, Shimla-171009.
10. M/s Geeta Ram, Village and P.O. Pressi, Sub-Tehsil Nihari, District Mandi-175046, Himachal Pradesh.

K. S. N. S.
**Chief Engineer,
 Directorate of Energy, GoHP,
 New Shimla-171009(HP).**

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**BAADA DEO SMALL HYDEL PROJECTS
 PRIVATE LIMITED
 DIRECTOR**

ANNEXURE-I

Baada Deo SHEP (1.50 MW) -in Distt. Mandi of Himacal Pradesh allotted to "M/s Geeta Ram, Village and P.O. Pressi, Sub-Tehsil Nihari, District Mandi-175046, Himachal Pradesh."

ABSTRACT OF COST ESTIMATE

Sr.No.	Description of work	Cost (Rs. in Lakh)	
(a)			
i)	Civil works i/c other Misc. expenses	1135.59	} Price level September, 2020
ii)	Electro Mechanical Work	302.28	
iii)	Transmission Works	31.03	
	Sub-total (a)	₹ 1468.90	Lakh
(b)			
i)	Interest During Construction (IDC)	74.60	
ii)	Escalation	36.72	
ii)	Financial Charges	Nil	
	Sub-total (b)	₹ 111.32	
	Total (a+b)	₹ 1580.22	Lakh
(c)	LADC @ 1.0% of (a+b)	₹ 15.80	
	Grand Total (a+b+c)	₹ 1596.02	Lakh
		₹ 1596.00	

(Rupees One Thousand Five Hundred Ninety Six Lakh only)

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

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED

[Signature]
DIRECTOR

Baada Deo SHIP (1.50 MW) in Distt. Mandi of Himachal Pradesh allotted to "M/s Gecta Ram, Village and P.O. Pressi, Sub-Tehsil Nihari, District Mandi-175046, Himachal Pradesh."

SALIENT FEATURES

I. LOCATION

State	Himachal Pradesh
District / Tehsil	Mandi/Nihari
Village	Pressi
River/Khad	Kandhi/Junghi Nallah, a tributary of Satluj river
Vicinity/Proposal	Diversion weir at Kandhi/Junghi Nallah at El 1210.00 m and Power house on left bank of Kandhi/Junghi Nallah with Maximum Tail Water Level (MTWL) at El 1110.00 m.
Accessibility	By Road 65 Km from Mandi town
	By Railway Narrow Gauge Line at Shimla-Kalka
	By Air Shimla Airport at Jubbarhatti

Geographical Co-Ordinates

	Diversion Weir site	Power House Site
▪ Longitude	77° 03' 25" E	77° 08' 22" E
▪ Latitude	31° 21' 48" N	31° 18' 53" N

Sol Toposheet 53 E/3

II. HYDROLOGY

Stream/Nallah	Kandhi/Junghi Nallah
Tributary of river	Satluj river
Catchment area	71.00 Sq. km.
Design Discharge	2.07 Cumecs
Design Flood	524.18 cumecs

HFL.

Weir site	Power House
El: 1213.36 m	El: 1109.50 m

III. PROJECT COMPONENTS:

A. DIVERSION STRUCTURE

Type/Shape	Trench Type Weir
Size	40.00 m (L) x 4.80 m (Trench width)
Depth	Varies from 1.00 m to 1.60 m
Design Discharge	2.07 cumecs plus Flushing & Over Loading discharge
Bed level	El 1210.00 m

B. INTAKE STRUCTURE

Type/Shape	Head Regulator RCC well type
Size	5.80 m (up to invert level of power pipe)
	7.35 m (up to invert level bed load excluder)
Number of power pipe gates	One



Size of power pipe 1200 mm dia.

C. WATER CONDUCTOR SYSTEM

Conveyance/Feeder pipe

Size & Shape	1200 mm internal ϕ & Circular
Length	210.00 m
Material	MS ERW Pipe
Invert Level at Inlet	El 1207.05 m
Invert Level at Exit	El 1206.21 m
Bed slope	1 in 50
Velocity	1.83 m/sec
Design Discharge	2.07 cumecs plus Over Loading Discharge

D. DESILTING CHAMBER

Type/Material	Settling Tank/RCC
Size	30 m (L) x 3.50 m (W) x 4.00 m (H)
Design Discharge	2.07 cumecs plus Flushing & Over Loading discharge
Particles size to be removed	Above 0.2 mm
Size of silt flushing pipe	300 mm dia.
Bed Level at Inlet	El 1206.21 m
Bed Level at Exit	El 1206.01 m

E. WATER CONDUCTOR SYSTEM

Power Pipe

Size & Shape	1200 mm internal ϕ & Circular
Length	660.00 m
Material	MS ERW Pipe
Invert Level at Inlet	El 1206.01 m
Invert Level at Exit	El 1199.77 m
Bed slope	1 in 50
Velocity	1.83 m/sec
Design Discharge	2.07 cumecs plus Over Loading Discharge

F. FOREBAY TANK

Type	RCC Rectangular tank
Size	9.00 m (L) x 8.00 m (W) x 9.00 m (H)
Design Discharge	2.07 Cumecs plus overloading discharge
Live storage	439.461 cum
Peaking time	3.13 minutes
Top elevation	El 1206.00 m
Max. Water Level (MWL)	El 1205.00 m
Full Supply Level (FSL)	El 1204.77 m
MDDL	El 1199.76 m
Bed Level	El 1197.00 m

G. PENSTOCK

Number/size of main penstock	One/900 mm internal ϕ
Length of main penstock	205.00 m
Plate thickness	8 mm to 10 mm

H. POWER HOUSE

Type	Surface
Size	14.00 m (L) x 12.00 m (W) x 8.80 m (H)
C/L of Jet	El 1112.00 m

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Installed Capacity 1.50 MW
Gross Head 92.766 m
Net Head 91.300 m

Turbine

Type Multi Jet/Nozel Pelton turbine
Number One
Rated Capacity 1500 kW
Rated Speed 1000 rpm

Generator

Type AC Synchronous brushless excitation
Number One
Rated Capacity 1500 kW
Power Factor 0.80
Rated Voltage 415 kV
Rated Frequency 50 Hz
Rated Speed 1000 rpm
Overloading Capacity 10%

I. TAIL RACE


Type RCC, Rectangular
Size 1.90 m (W) x 1.90 m (D) with 0.20 m free board
Length ±24.00 m
Maximum Tail Water Level El 1110.00 m

J. Construction Period

18 months

~~K. S. Dhillon~~
Chief Engineer,
Directorate of Energy, GoHP,
New Shimla-171009(HIP).

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AEE (TEC)

BAADA DEO SMALL HYDEL PROJECTS
PRIVATE LIMITED

DIRECTOR

Baada Deo SHEP (1.50 MW) in Distt. Mandi of Himachal Pradesh allotted to "M/s Geeta Ram, Village and P.O. Pressi, Sub-Tehsil Nihari, District Mandi-175046, Himachal Pradesh."

LIST STATUTORY AND ADMINISTRATIVE CLEARANCES REQUIRED

Sr.No.	ITEM	AGENCY	REMARKS
1.	WATER AVAILABILITY	1. State Govt. 2. CWC	Interaction with State Govt. Deptt. & CWC required. Relevant Irrigation Act of the State & Central Water Commission to be implemented.
2.	HPSEBL CLEARANCE	1. HPSEBL. 2. State Govt.	As per Indian Electricity Act, 2003.
3.	POLLUTION CLEARANCE WATER AND AIR	State/Central Pollution Control Board	Water (Prevention & Control of Pollution) Act, 1974 Air (Prevention & Control of Pollution) Act, 1981.
4.	FOREST CLEARANCE	1. State Govt. 2. MoEF & CC, GoI.	Coordination with State Forest Deptt./ Min. of Environment & Forest (MoEF & CC) regarding Forest (Conservation) Act, 1980.
5.	ENVIRONMENT & FOREST CLEARANCE	1. State Govt 2. MoEF & CC, GoI.	As per item (3) & (4) and Latest Govt. Policy in force.
6.	REGISTRATION	Registrar of Companies.	Under Indian Companies Act, 1950.
7.	REHABILITATION & RESETTLEMENT OF DISPLACED FAMILIES BY LAND ACQUISITION	1. State Govt 2. MoEF & CC, GoI.	
8.	EQUIPMENT PROCUREMENT	Director General of Trade and Development (India) (DGTD), Directorate General of Foreign Trade (DGFT)	As per Import & Export Acts & as notified in recent notification by Govt. of India (GoI)

K. S. N. Singh
Chief Engineer,
Directorate of Energy, GoHP,
New Shimla-171009(HP).

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ACE (TEC)

I/A



हिमाचल प्रदेश HIMACHAL PRADESH

D 302727

IMPLEMENTATION AGREEMENT

FOR


BAADA DEO HYDRO ELECTRIC PROJECT (1.50 MW)

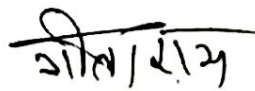
DISTRICT - MANDI, HIMACHAL PRADESH

THIS IMPLEMENTATION AGREEMENT executed on the 18th day of the month of January, 2022 (Two Thousand Twenty Two) BETWEEN THE GOVERNMENT OF HIMACHAL PRADESH through the Special Secretary (NES), to the Government of Himachal Pradesh-cum-Chief Executive Officer, HIMURJA, having its office at Block 8-A, URJA Bhawan, SDA Complex, Kasumpti, Shimla (H.P.)-171009, (hereinafter referred to as the "First Party") which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and legal representatives of the FIRST PART;

AND

M/s Geeta Ram (Sole Proprietor) having its Registered/Head Office at Village & Post Office Village & P.O. Pressi, Sub Tehsil Nihri, Distt Mandi-175046 (hereinafter referred to as the "Second Party") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, through Sh. Geeta Ram, who is competent authority of the Concern to execute this agreement, of the OTHER PART.


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


GEETA RAM
Auth. Signatory



हिमाचल प्रदेश HIMACHAL PRADESH

D 302731

WHEREAS the First Party in accordance with the policy guidelines of the Government of Himachal Pradesh (hereinafter referred to as "GoHP") had issued Consent Letter on 19-12-2016 (APPENDIX "A") to the Second Party to carry out detailed investigations of the Baada Deo (0.20MW) capacity, located in District Kangra Himachal Pradesh (hereinafter referred to as "Project") and

WHEREAS the project is envisaged on Kandhi/Junghi Nallah a tributary of Satluj River in District Mandi between the allotted elevations range EL± 1210M to EL± 1110M; and

WHEREAS the Second Party has carried out necessary detailed investigations for the Project and submitted a DPR for 1.50 MW project capacity to the First Party within the stipulated period from the date of issuing consent letter and both the parties have satisfied themselves about the techno economic feasibility of the Project; and

WHEREAS the competent authority has accorded Techno Economic Clearance (TEC) to the project for 1.50MW capacities vide their letter No. DoE /CE(Energy)/TC-Baada Deo/2021- 3923-32 dated 16-08-2021; and

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

NOW THEREFORE THE PARTIES DO HEREBY AGREE AND AFFIRM HERE UNDER AS FOLLOWS:-

1 STATEMENT OF IMPLEMENTATION OF PROJECT

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

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

जीता रात्र
GITA RAM
Auth. Signatory

2. DEFINITIONS. -

2.1 In this Agreement, the various terms shall have the following meanings, except where the context otherwise requires, definitions and other terms expressed in the singular shall also include the plural and vice versa, namely:-

- (a) "agreement" shall mean this agreement together with all its appendices and annexures and any amendments thereto made in accordance with the provisions herein contained;
- (b) "concession period" shall mean the duration for which the First Party allows the Second Party to build, own and operate the Project;
- (c) "commercial operation date" (COD) shall mean the date on which Second Party synchronizes the First unit of the Project with the grid;
- (d) "construction schedule" means the schedule of construction attached as "APPENDIX-B";
- (e) "contractor" means any person, firm or body corporate engaged by the Second Party for the implementation of the Project;
- (f) "deliverable energy" shall mean the electrical energy generated by the project, as measured at the interconnection point;
- (g) "effective date" means the date on which this agreement is signed by the parties hereto;
- (h) "energy/power" shall mean the electrical energy/power in Kwh/MW;
- (i) "force majeure" shall have the meaning as described thereto in **Clause 15.2** hereunder;
- (j) "Implementation of project" shall mean an act to establish, own, operate and maintain the Project;
- (k) "HIMURJA" means the Himachal Pradesh Energy Development Agency;
- (l) The Power of Baada Deo SHEP (1.50MW) can be evacuated by IPP through Solid Tap on existing 22kv Pangna-Nihri feeder subject to following conditions:-
 1. The cost of 22kv line from Baada Deo HEP to tapping point at village Ropa at about 1Km including interconnection facilities shall be borne by the developer.
 2. No Deemed generation shall be allowed to the developer in case of break down and/ or shut down of 22Kv Pangna-Nihri feeder and 33/22kv substation Pangna.
 3. The calculated line losses from the interconnection point to 33/22kv substation Pangna shall be borne by the developer as per prevailing guidelines of HPERC/HPSEBL.
- (m) "month" shall mean the English Calendar month;
- (n) "permanent works" means the permanent works forming part of the Project and shall include housing facilities for staff to be engaged for operation and maintenance of the Project;
- (o) "plant" shall mean imported and indigenous machinery, equipment, spares and other items required for and which form part of the permanent works of the Project;
- (p) "Power Purchase/Wheeling Agreement(s)" shall mean the agreement(s) to be signed between the Second Party and HPPTCL/HPSEBL concerned party (ies) as per **Clauses 12.3 & 12.4** hereunder;
- (q) "Project Affected Areas" shall mean areas/ villages surrounding/ falling in the catchment/ watershed areas extending from the Reservoir/Diversion Weir to the Tail Race of the Project;
- (r) "project cost" shall mean the actual capital expenditure on the Project incurred upto the completion of the Project including all costs incurred by the Second Party in complying with the terms of this Agreement, unless mentioned otherwise, but not exceeding the approved Project cost in the


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DPR as per techno economic clearance accorded by the competent authority, as the case may be. Where the actual expenditure exceeds the approved Project cost, the excess expenditure as approved by the Competent Authority shall be deemed to be part of the actual capital expenditure:

- (s) "Scheduled commercial operation date" shall mean the date by which the Second Party shall have synchronized the first unit of the Project with the Grid as per the Construction Schedule;
- (t) "site" shall mean the site of Project appurtenances, generating Plants including land, waterways, roads and any rights acquired or to be acquired by Second Party for the purposes of the Project;
- (u) "State" shall mean the State of Himachal Pradesh;
- (v) "temporary works" means all temporary works of any kind required in connection with the execution of the works of the Project and not forming part of permanent works; and
- (w) "works" means all works inclusive of the temporary works and permanent works including design, engineering services, supplies and other work activities required as necessary for the completion of the Project;
- (x) "competent authority" will be the Director Energy, the Government of Himachal Pradesh or such entity as may be notified in this behalf by the Government of HP from time to time.

2.2 Any term used in this agreement but not defined under this Clause shall have the same meaning as assigned to it under the Electricity Act, 2003.

3. SECURITY CHARGES

And whereas the Second Party has furnished security charges by way of Demand Draft bearing No.310287 dated 16-10-2021 amounting to **Rs 75,000/- (Rupees seventy five thousand) only @ Rs.50,000/- per MW (refundable)** in favour of Director, HIMURJA, payable at Shimla, based on capacity in MW as per approved TC. The amount of Security Deposit shall be treated as Performance Guarantee after the commissioning of the Project, which shall be refunded to the Second Party only after successful operation of the project for 6 (six) months from COD of project.

4. GRANT OF PROJECT CONCESSION BY STATE GOVERNMENT

4.1 The First Party agrees to permit the Second Party, for the project Baada Deo (1.50 MW) capacity, to establish, own, operate and maintain the Project for a period of 40 (forty) years and the date shall be reckoned after 24 months (Twenty Four) months from the date of the signing of the Implementation Agreement or from the date till which extension in SCOD is granted by the First Party. After the expiry of the Implementation Agreement period of 40 (forty) years, the project shall revert to the First Party free of cost and free from all encumbrances. However, the First Party would have the option to grant a further extension for a period mutually agreed upon between the First Party and the Second Party after re-negotiations of terms and conditions of the already signed Agreement.

4.2 The Project assets would be maintained by the Second Party in a condition that would ensure a residual life of the project at the rated capacity for at least concession period. During the 10th, 20th, 30th & 35th years of operations, the First Party or one of its appointed agencies would carry out a mandatory inspection of the Project site to ensure that the Project assets are maintained to the required standards to ensure the specified generation capability and residual life of the plant.

If such inspections find that the project capacity and/or life are being undermined by inadequate maintenance, the First Party shall be entitled to seek remedial measures from the Second Party. If the Second Party fails to comply with the


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requirement, the First Party would have the right to take over the commercial operation of the project and shall have full right upon the sale of power including Second Party share. The cost on account of suggestive remedial measures shall be deducted from the sale of Second Party's share of metered power including the operation & maintenance cost for such a period till the project's assets are restored to the requisite standards to ensure the specified generation capability and residual life of the Project as specified above. Thereafter, the Project shall be handed over to the Second Party.

5. STARTING DATE OF PROJECT.-

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

- a) Obtaining non-statutory/statutory clearances listed below:-
 - (i) NOCs from the departments viz; PWD, I&PH, Wild Life, Fisheries and Revenue.
 - (ii) NOC from Gram Panchayat.
 - (iii) FRA Certificate.

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

- (iv) Forest Land Clearance
- (v) Private Land Transfer (Permission under Section 118)
- (vi) PCB
- (vii) Essentiality Certificate: Above mentioned NOCs/clearances shall not be required for issuing EC. EC should be only for maximum quantum of land required for the purpose at project site without mentioning Khasra Number because actual forest land and lease land at site will be decided by forest and Revenue Departments based on ceiling under EC
- b) Finalize Power Purchase/Wheeling Agreement(s).
- c) Such other clearances as may be specified by the First Party subsequent to the signing of this agreement.

Extension in time period for commencement of construction activities (achieving zero date for commencement of construction activities) shall be granted without levying any extension fee/charges where delays are not attributable to the project developers on the grounds as elaborated in the notification No, MPP-F(1)2/2005-XIII dated 07.03.2019.

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

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

5.2 HIMURJA shall monitor the progress of the Project periodically and shall also monitor the progress of steps taken/being taken by the Second Party for obtaining the statutory/non-statutory clearances mentioned in Clause 5.1 above and commence the construction work within the time frame specified in Clause 5.1


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above. At the end of each quarter, the Second Party shall be required to submit quarterly progress report to the First Party. The first party will be at liberty to cancel the Implementation Agreement (IA), after affording due opportunity to the Second Party, in case the First Party is not satisfied about the progress made by the Second Party.

6. CAPACITY ADDITION:-

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

7. TERMINATION OF AGREEMENT

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

8. LAND

- 8.1 The First Party shall acquire, at the request and expense of the Second Party within the provisions of Land Acquisition Act., 1894, such private lands within the State of Himachal Pradesh as may be required by the Second Party and as considered appropriate by the First Party for the implementation of the Project. The Second Party shall also be allowed to acquire such land through direct negotiations with the owners in accordance with the prevailing laws, rules and regulations in the State.
- 8.2 Land whether private or Government except for permanent structures relating to the Project such as water conductor system, power houses building, switchyard area etc. shall be taken only on lease basis at the rates approved by the Government for the agreement period. The First Party shall acquire the land for the permanent structures by invoking the compulsory provisions under the Land Acquisition Act, 1894 in order to expedite the execution of Projects.
- 8.3 The First Party shall arrange for the short term lease for a period as per the actual requirement not exceeding five years, of Government land required by the Second Party for temporary works for the construction of the Project as considered

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- appropriate by the First Party on such terms, conditions and rates as may be prescribed/fixed by the Government from time to time.
- 8.4 Lease and Lease money to be regulated as per lease Rules of the State Government as notified from time to time.
- 8.5 Private Land of any person/farmers are acquired for the purpose of setting up of power project(s) in the state and concerned beneficiaries claim/opt for exchange of Govt. land instead of money compensation and if the exchange of Govt. land is approved by the First Party on availability of land, the cost of Govt. land will be paid/recovered from the Second Party/executive agency of the project.
9. **PROTECTION OF ENVIRONMENT**
- 9.1 The Second Party shall make suitable financial provisions in the Project Cost for the Catchment Area Treatment Plans, if required and as may be determined by the GOI, MOEF/State Government. The cost involved on this account shall be paid by the Second Party to the First Party.
- 9.2 The Second Party shall be responsible to maintain ecological balance by preventing deforestation, water pollution and defacement of natural landscape in the vicinity of works area. The Second Party shall take all reasonable measures to prevent any unnecessary destruction, scarring or defacement of the natural surroundings in the vicinity of the Project.
- 9.3 The Second Party shall give an undertaking to the Fisheries Department of the local area that wherever feasible, rearing of fish shall be promoted by the Second Party in consultation with Fisheries Department in the project area at the time of final implementation of the Project. No charges for projects upto 2.00 MW. The projects above 2.00 MW upto 5.00 MW, the Fisheries Department will charge compensation @ 0.50 Lac per MW. Whereas any development conservation projects of Fisheries Department are impacted, separate charges as per Fisheries Department proposal. It will be mandatory to utilize this amount on the same stream/nallah or elsewhere and formulate schemes accordingly.
- 9.4 The Second Party shall ensure that the material excavated from the site shall be dumped in the area duly approved by the Ministry of Environment & Forests, the Government of India/State Pollution Control Board.
- 9.5 In case any existing facilities such as irrigation, water supplies, roads, bridges, buildings, communication systems, power systems and water mills are adversely affected because of the implementation of the Project, the cost of replacement thereof or of the remedial measures, as the case may be, shall be included in the Project cost. Though such facilities shall be mutually identified, listed and finally fixed within four (4) months of signing of this Agreement, the Second Party shall be responsible to make good the loss or provide remedial measures as are necessary even during Implementation of the Project. The Second Party shall not interfere with any of the existing facilities, till alternate to the facility as is finally decided for replacement, is not created.
- 9.6 The Second Party, 'if ROR Project, shall ensure minimum flow of 15% water immediately downstream of the diversion structure of the Project throughout the year. For the purpose of determination of minimum discharge, the threshold value of not less than 15% of the minimum inflow observed in the lean seasons shall be considered. This minimum discharge is required keeping in mind the serious concerns of the State Government on account of its fragile ecology & environment and also to address issues concerning riparian rights drinking water, health aquatic life, wild life, fisheries, silt and even to honour the sensitive religious issues like cremation and other religious rites etc. on the river banks".
- 9.7 The Second Party shall ensure that the water requirement for construction of the Project including domestic needs for its residential colonies be arranged and

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harnessed by them from the river sources only and the local sources of water supply shall not be disturbed.

- 9.8 The First Party shall have the right for withdrawal of water from the river course for consumptive use by pumping or by gravity for the purpose of potable water supply and irrigation to the affected villagers.

10. **REHABILITATION/ RESETTLEMENT:-**

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

11. **EMPLOYMENT TO HIMACHALIS**

The Second Party shall ensure to employ at least seventy percent of its total manpower, employed whether on regular /contractual/ Sub contractual/ daily basis or employment through any other mode from amongst the bonafide Himachalis at all levels in 'A' 'B.' & 'C, category of Blocks respectively. The employment condition shall not be applicable to Projects employing only one employee, located anywhere in the State and in the self employed ventures where the owner is running the unit without employing any manpower. In case of violation of this condition at any point of time during the period of construction of the project and during operation & maintenance of the project, the Second Party shall be penalized and the Second Party shall be liable for further stringent action, including refusal of accepting supply by HPSEB Ltd./any other licensee from the commissioned projects. Labour Department will monitor the employment position at site as per the provision of Industrial Act. Any violation noticed by Labour Department or HIMURJA will be communicated to the Second Party for rectification. If the Second Party fails to rectify the same within three months, penalty @ Rs. 1000/- per MW for each percentage of shortfalls of violation shall have to be paid by the Second Party. If the violation is repeated for 6 months the penalty amount shall be doubled.

The Second Party shall be required to provide mandatory employment related information to the Labour Department of the Himachal Pradesh Government as well as concerned HIMURJA's Project Officer on the lines of instructions issued by the First Party in this regard within one month of signing of the IA and thereafter on monthly basis.

12. **ROYALTY TO GOVERNMENT**

12.1 **Projects above 2.00 MW & upto 5.00 MW capacity:-**

- i) Royalty in the shape of free power in respect of sale of power within the State (captive use or sale to HPSEB Ltd.), to the State from Baada Deo (1.50MW) SHEP will be @ 2% for a period of 12 years reckoned after Twenty Four months (24) months from the date of signing of IA of the Project or from the date till which extension in SCOD is granted by the First Party. Beyond 12 years, royalty shall be @ 12% for next 18 years and beyond that @ 18% upto the date of taking over of the project by First Party referred to in Clause 4.1 of the already signed implementation agreement.

The free Power quantum to be received on account of free power share of the State will be deferred for the critical period of initial 12 years from the date of achieving Scheduled Commercial Operation Date (SCOD) or Commercial Operation Date (COD) whichever is earlier. The quantum to be deferred shall be recovered during the balance agreement period in a uniform percentage rate for all the ongoing private sector projects which are under construction

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and various stages of clearances as defined in the notification No MPP (F) 2/2005-X dated 15-5-2018.

If Second Party makes captive use of Power outside the State or make third party sale, the above rates of royalty shall be 12%, 15% and 24% respectively reckoned from the date the Second Party actually Start making captive use of power outside the State or third party sale.

- 12.2 The balance energy, after adjustment of free energy, may be used/sold by the Second Party in the following manner:-

- (a) Balance energy shall be made available by the Second Party at the interconnection point to the HPSEBL, wherein HPSEBL will mandatorily purchase the entire power generated from the project at the HPERC determined tariff. This shall be applicable to the projects commissioned after the notification No. MPP (F)-2/2005-XIII dated 10.10.2018.
- (b) Make captive use or negotiate Third Party within the State of evacuate power for captive use or sale outside the State, no open access charges for the use of interstate transmission network shall be payable by hydro projects having capacity upto 25 MW.

12.3 Royalty rates for capacity addition

Continuation of 2006 policy i.e. for project upto 5 MW, capacity will be as determined at Feasibility Report (F.R.) approval and TC and no additional free power will be payable. Normal Upfront premium @ Rs.90,000/- per MW on total capacity is payable.

If any project, where the allotted capacity is upto 5.00 MW and after capacity addition by way of optimization, it gets shifted to above 5.00 MW category, 3% Additional Free Power shall be levied over & above the rates of Normal Free Power Royalty as per the Policy applicable to Projects above 5.00 MW category at the time of approval of capacity enhancements.

- 12.3 Wheeling charges required to be paid for power to be transmitted within and outside the State shall be determined as per policy of HPSEB Limited/SERC/HPPTCL at that time. Commission will rationalize wheeling tariff to make it equitable so as to provide level playing field to all generators across the State.
- 12.4 Solid tap connectivity at the nearest 11 kV or 22 kV line upto 2 MW generation capacity will be allowed, with appropriate protection.
- 12.5 No wheeling/transmission charges shall be payable for free energy from the generating station to the interconnection point.

13 OBLIGATIONS OF THE PARTIES

Obligations of the Second Party.

- 13.1 Subject to availability, security, and operational factors being met, the Second Party shall permit free use by the First Party and the general public of all service roads constructed and maintained by it for the project. The Second Party shall bear the cost of any of the existing roads required to be improved/ widened for the construction of the project and also bear the incremental maintenance cost.
- 13.2 The Second Party shall undertake the implementation of the Project, keeping in view all stipulated quality control and as well as safety standards and the physical as well as financial parameters of the approved DPR. The Private Investor shall allow access to the authorized representative(s) of the Himachal Pradesh Government/HPSEB Ltd./HIMURJA/any other Agency authorized by Himachal Pradesh Government to all location of the Project to ensure compliance in this regard.

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- 13.3 The Second Party shall ensure that the execution, operation and maintenance of the Project is generally in accordance with the DPR approved by the HPSEB Ltd./First Party. The First Party shall ensure that the Planning/Design/Construction of any other Hydro-electric Project upstream/downstream of the Project shall not affect the annual energy generation at the Project adversely. The Second Party shall also have no claim on account of development of any upstream and downstream Project in future, which may be constructed with the approval of the First Party unless such development adversely affects the scope of the Project.
- 13.4 The Second Party shall be fully responsible for any damage or loss arising out of the construction, operation or maintenance of the Project to any property or person and also undertake to indemnify the First Party on such account subject to force majeure. The First Party shall then hold the Second Party accountable for any such damage or loss.
- 13.5 The Second Party shall pay all taxes and duties or other levies etc. to the Government of India/Himachal Pradesh Government as per statutory rules in force from time to time.
- 13.6 The Second Party shall abide by the provisions contained in the Hydro Power Policy of the Government of Himachal Pradesh.

Obligations of the First Party:-


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

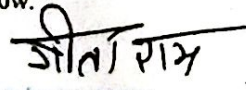
14. POWER EVACUATION

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

15. FORCE MAJEURE

- 15.1 Notwithstanding the provisions of the Clauses 3, 7.1 and 7.2 above, the Second Party shall not be liable for the forfeiture of its Performance Guarantee or termination for default, if the non-performance or the delay in the discharge of its obligations under this agreement is the result of an event of force majeure.
- 15.2 For the purpose of this agreement, "Force Majeure" shall mean an event which is unforeseeable, beyond the control of the Second Party and not involving the Second Party's fault or negligence. Such events may include war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity, earthquakes, cloudbursts, landslides and excessive snow.


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15.3 If a Force Majeure situation arises, the Second Party shall promptly intimate the same to the First Party in writing. The Second Party shall continue to perform its obligations under the agreement, as far as is reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the force majeure event.

16. ARBITRATION:-

Any difference and/or disputes arising at any time between the parties out of this IA or interpretation thereof shall be endeavored to be resolved by the parties 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.

17. TRANSFER OF PROJECT TO SUBSIDIARY GENERATING COMPANY

17.1 In case of bonafide Himachalis/Co-operative Societies/Companies/Voluntary Societies/ Trusts/Partnership concerns/Sole Proprietorship concerns comprising wholly of bonafide Himachalis to whom project upto 2.00 MW and above 2.00 MW upto 5.00 MW capacity is allotted, the Government may considers the request of the promoters to transfer ownership wholly or partially to any other Himachalis/Co-operative Societies/ companies/Voluntary Societies/Trusts/ Partnership concerns/ Sole Proprietorship concerns comprising wholly of bonafide Himachalis, at any stage after allotment.

17.2 Change in name/dilution of shares by Himachali allottee to Non-Himachali is allowed to the extent of maximum of 49% at any stage after allotment and full disinvestment after two years of actual date of commissioning of the project. In the event of any contravention, the First Party shall terminate the IA forthwith at any stage.

18. MISCELLANEOUS

18.1 Save as provided aforesaid none of the parties hereto shall assign their respective rights and obligations under this agreement without the prior consent in writing of the other party to the agreement.


18.2 Each party agrees that it shall not divulge any trade, commercial or technical secrets or confidential matters of one another to any third party save for the purpose of Implementation of the Project.

18.3 The Second Party agrees to have its corporate/business office within the State of Himachal Pradesh.

19. COMPOSITION OF LADF:-The LADF shall comprise of contribution by project based on project cost and free power after commissioning as envisaged in the State and National Hydro Power Policies. The hydro project developer's in the State shall contribute towards LADF in two stages.

19.1 Prior to Commissioning of the Project

19.1.1 The Second Party shall contribute a minimum of 1.5% of final cost of the Project for projects of more than 5.00 MW capacity and a minimum of 1% for projects of capacity upto 5.00 MW. While the project authorities have to contribute minimum of 1.5% or 1% (as the case may be) of the project cost to LADF, they may contribute more, if they so desire. Initially, the LADF will be worked out on the basis of the Project cost as per DPR for depositing with the concerned Deputy Commissioner (DC). After completion of the Project, the LADF will be worked out on the final completion cost.


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- 19.1.2 The Project cost will be as approved by CEA/State Govt. and include IDC, CAT, R&R expenses etc.. Escalation will be included when the revised TEC is given. As the entire cost is included in calculating tariff for PPAs as per regulatory 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 TEC is revised in the course of project construction/completion.
- 19.1.3 The balance amount of LADF worked out on final cost shall be deposited by the Second Party within one year of Commercial Operation Date (COD) of the Project.

- 19.2 **After Commissioning of the Project**
Second Party shall contribute 1% free power for LADF over and above the rates of royalty agreed to be paid to the State Government in the Implementation Agreement/ Supplementary Implementation Agreement, as the case may be. This additional 1% (one percent) free power, over and above the royalty component provided to the host State will be a pass through in tariff. The revenue collected by the Nodal Agency (Directorate of Energy from sale of such 1% free power (contribution from the Second Party) will be transferred to the Local Area Development Fund for such project.

19.3 REALIZATION OF LADF CONTRIBUTION

- 19.3.1 **Prior to Commissioning of the Project**
Contribution to be made prior to commissioning of the Project shall be released by Second Party in the following manners:-
- 25% amount within twenty four (24) months of signing of Implementation Agreement (IA) i.e. at the time of achieving zero date after obtaining all statutory and non-statutory clearances and achieving financial closure.
 - Balance 75% amount in three equal annual installments during construction period of the project. The first installment will be paid within three months of Zero date as given in the IA or 31st December, whichever is later and thereafter by 31st December on annual basis.
- 19.3.2 If Second Party wishes to make a contribution in advance of this schedule, it will be accepted.
- 19.3.3 In case of failure to adhere to the time lines as prescribed under a) and b) above, the Second Party shall be liable to pay interest on the due amount of LADF @ 12% per annum.
- 19.3.4 The expenditure incurred by the developer on various activities executed on the demands of local villages/Project Affected Area/Zone, shall be liable for adjustment against the dues of LADF as defined in the Notification No. MPP-F(1)2/2005-XI, dated 17th August, 2016 (amended from time to time).

19.4 After Commissioning of the Project

The 1% free power contribution to LADF shall be sold by the State Government along with its share of free power. The amount equivalent to average net realization per unit multiplied by the number of units for which 1% is to be paid will be placed at the disposal of LADC annually. The average price per unit will 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 1 paisa per unit to be retained by the State government as the expenses of Directorate of Energy. The

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

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provision for disbursement of the amount to be received against sale of 1% Additional Free Power on account of Local Area Development Fund (LADF) as under:-

(a) 50% of the total amount of LADF to be divided to all families in PAA equally subject to BPL families getting higher amount as per the policy notified on 05/10/2011.

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

20.

Tariff Determination:-

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

21

NOTICE. - Any notice required to be given to either party under this agreement shall be deemed to be served if sent by Cable, Fax or Telex followed by a confirmation letter delivered by hand or sent by registered post to their respective addresses.

ADDRESSES

For First Party/HIMURJA

For Second Party

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

Special Secretary (NES), to the GoHP-cum-
Chief Executive Officer, HIMURJA,
Block-8A, SDA Complex,
Kasumpti, Shimla (H.P.)-171009
FAX NO. 0177-2622635

Either Party may change the address at which notice is to be delivered by duly informing the other party in writing.

22 GOVERNING LAWS

The rights and obligations of the parties under or pursuant to this agreement shall be governed by and constituted according to Indian Law. This agreement shall be subject to the jurisdiction of the Himachal Pradesh High Court at Shimla.

23 Any violations of the above-mentioned issues concerning policy parameters, IA may result into monetary penalty including cancellation of the project.

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

GEETARAM

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- 24 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.
- 25 Second Party agrees that if at a later stage, it is found that some information has been suppressed or false documents have been supplied by them at the time of submission of application or subsequently, the whole responsibility will be theirs and Govt. will be at liberty to take legal action against them.
- 26 Second Party agrees that in case of any inadvertent omission or commission or mistakes, appearing in this Agreement (IA), are liable to be rectified at any time on or after commissioning of the project to bring the terms and conditions in accordance with the extent of Hydro Power Policy/Rules and Guidelines of the State Government that may be enforced from time to time.

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

For and on behalf of
Government of Himachal Pradesh



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

WITNESSED BY:

1. Er. Sanjeev Gautam
Project Manager (SHP)
Himurja , Kasumpti Shimla-9



2. Er. Ramesh Rattan.
Project Officer (SHP)
Himurja , Kasumpti Shimla-9

For and on behalf of M/s Geeta Ram



(Geeta Ram)
Authorized Signatory

Auth. Signatory

WITNESSED BY:

1. Bhup. Raj. V. S. Chandra. P. O. Thumpi
Telvi Nihridroa Mandoli



2. Vishal Gupta # 91/11 Chayen
Puxene Bazer Sunder Nager
Dist. Mandi (H.P.)