

No. Ft. 48-3907/2019(FCA),
Forest Department, Himachal Pradesh

From: Pr. Chief Conservator of Forests (HoFF),
Himachal Pradesh Shimla-1.

To: The Regional Officer,
Integrated Regional Office GoI, MoEF&CC,
CGO Complex, Shivalik Khand, Longwood,
Shimla, Himachal Pradesh.

Dated Shimla-1, the **5 AUG 2022**

Subject: Diversion of 0.56 ha. of forest land in favour of M/s Bhup Raj, Bhojnagar Bazar Sundernagar, Distt. Mandi, for the construction of Dhanwan Small Hydro Project (1.00 MW), HEP within the jurisdiction of Jogindernagar Forest Division, Distt. Mandi, Himachal Pradesh.

Sir,

Kindly refer to Meeting of Regional Empowerment Committed (REC) of Integrated Regional Office Shimla held on 20.06.2022 on the subject cited above.


2. The pointwise reply to the observations as raised during REC meeting is submitted as below:-

1. The issue of review of aerial distance from Nagru Wild Life Sanctuary has been confirmed by the DFO Wild Life Division Kullu. Copy of the same is enclosed herewith.
2. The user agency has intimated that transmission line is Double circuit line.
3. &4. The user agency has intimated that as per revenue record the measurement unit is 'karam', and is the smallest unit for the measurement of land. Thus while calculating the forest area on the basis of tatima there will be slight difference in the area is likely to occur as compared to area calculated based on KML file. As already intimated the forest area may please be calculated as per KML file.
5. The user agency has submitted that the proposal was originally submitted by Sh. Bhup Raj but thereafter, the change of name from Bhup Raj to M/s Shivganga Hydel Power Project was done as per "Agreement of change of name" amongst the Special Secretary (NES), the Government of Himachal Pradesh cum-DOE, Himurja, Shimla-171009, Shri Bhup Raj and M/s Shivganga Hydel Power Project on 29th September, 2021, copy of the same is enclosed herewith.
6. The layout plan showing all the components in distinct colours duly counter signed by DFO Joginder Nagar uploaded online Part-I in additional information by user agency and copy of the same is enclosed herewith.

7. The user agency has submitted that there is no HEP approved/existing/proposed in the approved Hydel Project rivulet/nalla.
8. The Geo-referenced map, toposheet, CA scheme, land suitability certificate and K ML file proposed for planting of 1120 trees by way of CA has been uploaded in online portal Part II at Para 13.
9. The reply to this point has already been given in point 1 above.

Yours faithfully,

Encls: As above


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

No./ C.I.11/ 1555
Forest Department H.P.

Dated Kullu, the/ 06 June, 2022/



From:- Divisional Forest Officer,
Wild Life Division, Kullu.

To: - Dhanwan Hydel Power Project,
Corp. Office, H.No. 73 Housing Board Colony,
Dhaundi, PO Nagchala, Teh. Balh, Distt. Mandi.
HP 175021

Subject:- Application for NOC (Wildlife) for SHEP Dhanwan SHEP (1.00 MW)
in District Mandi.

Sir,

Please refer to your office letter No. Nil dated 03-06-2022, on the subject
cited above.

2. In this connection, as per the field report of RO Wildlife Barot, the
proposed site for the construction of Small Hydel Electric Project Dhanwan at Kangehar/
Uhl in District Mandi, HP does not fall within the boundary of Nargu Wild Life
Sanctuary as well as its proposed Eco-Sensitive Zone. The aerial distance from nearest
Nargu Wild Life Sanctuary & its Eco-Sensitive Zone is as under:-

Name of nearest Wild Life Sanctuary	Distance from the Boundary of Sanctuary.	Distance from the Boundary of proposed Eco-Sensitive Zones.
Nargu, Wild Life Sanctuary	5 Kms.	4 Kms.

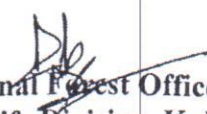
This is for favour of information & necessary action please.

Yours faithfully,

For Shivganga Hydel Power Project


Partner

User Agency


Divisional Forest Officer,
Wild Life Division, Kullu.



हिमाचल प्रदेश HIMACHAL PRADESH

C 650492

AGREEMENT FOR CHANGE IN NAMEDhanwan HYDRO ELECTRIC PROJECT (0.30 MW) IN DISTRICT MandiHIMACHAL PRADESH

Sept. THIS TRIPARTITE AGREEMENT is made on this **29th** day of the month of-----, 2021 (Two Thousand Twenty one) between THE GOVERNMENT OF HIMACHAL PRADESH through the Special Secretary (NES), to the Government of H.P.-cum-Chief Executive Officer (HIMURJA), having its office at URJA Bhawan, Block 8-A, SDA Complex, Kasumpti, Shimla (H.P.)-171009, (hereinafter referred to as the "Government" or "First Party", which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and legal representatives) being Party of the FIRST PART,

AND

M/s. Bhup Raj having its Registered/Head Office Village Shandla, P.O. Chungi, Tehsil Nihri, Distt. Mandi (hereinafter referred to as the "Second Party") which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns, a undertaking on stamp paper through M/s. Bhup Raj on dated 12.8.2021 to execute this Agreement, of the SECOND PART.

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

For Shivganga Hydel Power Project

For Shivganga Hydel Power Project

Partner

User Agency

Partner

No 3100303

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Himachal Government Judicial Paper.

M/s Shiv Ganga Hydel Power Project, a company incorporated and registered under the provisions of companies Act 2013 having its Registered office House No. 73, Housing Board Colony Daundhi, P.O.Nagchala, Tehsil Balh, Distt. Mandi and site office in H.P. at Vill Dhanwan, P.O. Sudhar, Tehsil Padhar, Distt. Mandi. (hereinafter referred to as the "Third Party") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, Sh. Nand Lal Arora, who is authorized a under taking on stamp paper, dated 12.8.2021, to execute this Agreement, of the OTHER PART.

WHEREAS, the Government had issued consent letter dated **10.8.2015** for the implementation of 0.30 MW capacity Dhanwan Hydro Electric Project in District Mandi, Himachal Pradesh (hereinafter referred to as project); and

WHEREAS, the Project is envisaged on Kangehar/Uhl in District Mandi (H.P.) between the elevations ± 1332 M to ± 1287 M, and

WHEREAS the Second Party intends to transfer/assign all assets, liabilities, obligations, rights, privileges, benefits and statutory/non statutory clearances obtained of the project, to the Third Party, accrued to it under consent dated **10.8.2015**, and

WHEREAS, the Third Party has agreed to accept and take over all the assets, liabilities, obligations, rights, benefits and statutory/non statutory clearances obtained arising out of the consent dated **10.8.2015** issued by the State Government to the Second Party.

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

WHEREAS, the First Party has consented the approval vide letter No. NES-F (2) **26/2015** dated 15.6.2021 to the change in name of the company from **M/S. Bhup Raj** to **M/s Shiv Ganga Hydel Power Project** and transfer of all assets, liabilities, rights, obligations, benefits and statutory/non statutory clearances obtained by the Second party, to Third Party arising out of the consent dated 10.8.2015 issued by the First Party., and

Special Secretary
to the Govt. of H.P.
cum-CEO HIMLA
Shimla-171 005

For Shivganga Hydel Power Project

Partner

User Agency

For Shivganga Hydel Power Project

Partner

Whereas, the Third Party has deposited the requisite fee on account of change in name through **D.D. No. 756007 dated 3.8.2021 of Union Bank of India** in favour of the Director, Himurja, Shimla-9, and

WHEREAS, the Third Party has established Registered Office/Head Office at House No. 73, Housing Board Colony Daundhi, P.O.Nagchala, Tehsil Balh, Distt. Mandi and

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

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

- ii) That the Government hereby grants its consent to transfer/assign all the assets, liabilities, obligations, privileges, statutory/non-statutory clearances obtained and benefits of the project by the Second Party to the Third Party arising out of the consent, dated **10.8.2015** with the unequivocal acceptance of Third Party of all the assets, rights, liabilities, obligations, privileges including benefits and statutory/non-statutory clearances obtained and benefits arising out of above mentioned consent, dated **10.8.2015**. Third Party i.e. M/s Hydro Water Shakti Enterprises, Should ensure that share holding as approved by the Government vide letter No. NES-F (2)-26/2015 dated **15.6.2021** shall be continued up to two years from the date of achieving commercial operation date of the project. If at a later date it comes to the notice of the Government that this condition has been violated without prior approval of the First Party, First Party shall have the right to terminate the Tripartite Agreement (TA), to forfeit the security furnished by the third party and the project with all its capital and infrastructural assets shall vest with the Government. After two years of actual date of commissioning of the project, Second Party/Third Party is allowed to freely sell/divest the Shares.
- ii) That the Government hereby releases the second party of all the obligations under the Consent dated **10.8.2015** mentioned above and agrees to be bound to the third party in terms thereof.
- vi) That the third party hereby agrees that it shall be bound and liable for all the liabilities, obligations and execution of the project on the terms and conditions specified in the Consent, dated **10.8.2015** to the Government.

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

For Shivganga Hydel Power Project

User Agency

For Shivganga Hydel Power Project

Partner

No. 3100309

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Himachal Government Judicial Paper.

- vii) All the terms and conditions of the Consent, dated **10.8.2015** shall remain the same save and except as provided herein above and wherever expression of "Company" "Generating Company" or second party appear in the Consent, dated 10.8.2015 the same shall be read, construed, mean and deemed to be referred to as the third party.
- viii) That the third party agrees to perform the Consent dated **10.8.2015** as if they were the original party of aforesaid Consent, dated **10.8.2015** in place of second party.

In witness whereof the parties have set their hands as under:-

For and on behalf of
Government of H.P.
Special Secretary (NES)
to the Govt. of H.P.
cum- CEO, Himurja Shimla-9.

for and on behalf of
M/s Bhup Raj
(Mr Bhup Raj)

for and on behalf of
M/s Shiv Ganga Hydel Power Project
(For Shivganga Hydel Power Project)
(Mr. Nand Lal Arora)
Partner

WITNESSED BY:-

1 (Er. Sanjeev Gautam)
PM (Hydro)
HIMURJA, Shimla

1 Raman dera

1 Sunil kr Sharma
Aman villa, Khali, Shimla

2 (MONICA SHARMA)
Project Officer (SHP)
HIMURJA, Shimla

2 Sunil kr Sharma
Aman villa, Khali, Shimla

2 Raman dera

For Shivganga Hydel Power Project

Partner

Ilser Agency