

No.Ft.48-3976/2019 (FCA)
H.P. Forest Department.

From: Nodal Officer-cum-APCCF (FCA)
O/o Pr.CCF, H.P, Shimla-1

To: Integrated Regional Office, Ministry of Environment,
Forest and Climate Change, CGO Complex,
Shivalik Khand, Longwood, Shimla, H.P.

Dated Shimla-1, the 19 SEP 2021

Subject: **Diversion of 0.5151 ha. of forest land in favour of Mongra Hydro Construction Private Limited Ward No. 3, Post Office YolJharer, Tehsil Shahpur, District Kangra, HP for the construction of Lower Iku - I Small Hydro Project, within the jurisdiction of Dharamshala Forest Division, District Kangra H.P.**

Sir,

Kindly refer to your office letter No. FC/ 13/01/25/2021/304 dated 30.09.2021 on the subject cited above.

2. The point wise reply of the observations as raised vide above referred letter is submitted as under:-

1. The Plantation Scheme for 1030 plants is enclosed herewith and same has been uploaded in online Part-II.
2. In this regarding it is submitted that the area proposed for Dumping Sites is barren land and no trees are standing on the area. The area proposed for Dumping Sites are as such selected that barren land and involves no felling of trees.
3. The Muck Dumping Plan has been authenticated and is enclosed herewith.
4. In this regard User Agency, the FRA Certificate is under process and same FRA Certificate will be provided before the Final Approval of the Proposal. An undertaking in this regard is enclosed herewith.
5. The User Agency has uploaded the copy of Techno Economic Clearance (TEC) and Implementation Agreement (IA) and copy of same is enclosed herewith .
6. In this regard User Agency, they have submitted an application to Project Director Himurja being Nodal Agency, for information regarding steps taken to minimize the ill effects on Environment and the criteria followed for allotment of such Projects. The Project Director Himurja has asked the Directorate of Energy (DOE) for the necessary infuriation. Being policy matter, this has to be dealt on higher level, which may take time. This information has been asked by MoEF in Forest Proposals and the information which will be supplied by the DoE will be applicable to all Projects upto 25 MW. So the User Agency has request that the proposal may be considered for In-principle approval. The User Agency have submitted the correspondence w.r.t. mitigate measures to address the Projects upto

25MW as received in similar case of Suil IV SHEP from the Directorate of Energy GoHP, alongwith its encloser is enclosed herewith .

7. As submitted by the User Agency, the area proposed during the submission of Feasibility Report are tentative. The area proposed for the Project are finalized after conducting the Detailed Topographical Survey during the preparation of DPR, so there is difference in the area proposed in Feasibility Report (FR). The area proposed 0.5151 ha is barest minimum required for the Project.

8. In this regard it is submitted that the Project Proposal No. FP/HP/HYD/41472/2019 and the above said Project are cascade Projects proposed on IkuKhad. The Projects are run of river schemes so no ill effect is done to the natural flow. User Agency has submitted that as per Implementation Agreement Sr. No.: 9.6 they have to ensure, minimum flow of 15% water immediately downstream of the diversion structure of the Project throughout the year. They have ensured that 15% water will be left for free flow to maintain the ecological flow in the Nallah. The User Agency has uploaded the copy of the Detailed Layout Plan and same is enclosed herewith.


9. The Detailed layout plan is enclosed herewith.

10. The District Profile has been corrected in online Part II and revised copy of Part II is enclosed herewith.

11. The details in Online Part I, Sr. No. M has been filled now.

Yours faithfully,

Encls. As above.


Nodal Officer-cum-APCCF (FCA)
O/o Pr.CCF, H.P, Shimla-1.

**DIVERSION OF 0.5151 HA. OF FOREST LAND FOR CONSTRUCTION OF LOWER IKU - I
SMALL HYDRO PROJECT 1 MW IN DISTRICT KANGRA (H.P.)**

FILE NO. : FP/HP/HYD/41533/2019
DATE OF PROPOSAL :

PART-II

(To be filled by the concerned Deputy Conservator of Forests)

State serial No. of proposal _____

7. Location of the project/Scheme:		
i. State/Union Territory		Himachal Pradesh
ii. District.		Kangra
iii. Forest Division		Dharamshala Forest Division
iv. Area of forest land proposed for diversion (in ha.)		0.5151 hac.
iv. Legal status of forest		0.4949 (Unprotected Forest) 0.0202 (Unclassed Forests)
v. Density of vegetation.		0.1
vi. Species-wise (scientific names) and diameter class-wise enumeration of trees (to be enclosed. In case of irrigation / hydel projects enumeration at FRL, FRL-2 meter & FRL-4 meter also to be enclosed.)		Yes, the list is attached at Page Sr. No.
vii. Brief note on vulnerability of the forest area to erosion.		The area in question is not vulnerable to land slide.
viii. Approximate distance of proposed site for diversion from boundary of forest.		0.500 kms.
ix. Whether forms part of National Park, wildlife sanctuary, biosphere reserve, tiger reserve, elephant corridor, etc. (If so, the details of the area and comments of the Chief Wildlife Warden to be annexed).		No
x. Whether any rare/ endangered/ unique species of flora and fauna found in the area- if so details thereof.		No
xi. Whether any protected archaeological /heritage site/defence establishment or any other important monument is located in the area. If so, the details thereof with NOC from competent authority, if required.		No

<p>8. Whether the requirement of forest land as proposed by the user agency in col. 2 of Part-I is unavoidable and barest minimum for the project. If no, recommended area item-wise with details of alternatives examined.</p>	<p>Yes, the area proposed for diversion is unavoidable and barest minimum for the project.</p>	
<p>9. Whether any work in violation of the Act has been carried out (Yes/No). If yes, details of the same including period of work done, action taken on erring officials. Whether work in violation is still in progress.</p>	<p>No</p>	
<p>10. Details of compensatory afforestation scheme:</p> <p>i. Details of non forest area/degraded forest area identified for compensatory afforestation, its distance from adjoining forest, number of patches, size of each patch.</p> <p>ii. Map showing non-forest/degraded forest area identified for compensatory afforestation and adjoining forest boundaries.</p> <p>iii. Detailed compensatory afforestation scheme including species to be planted, implementing agency, time schedule, cost structure, etc.</p> <p>iv. Total financial outlay for compensatory afforestation scheme.</p> <p>v. Certificates from competent authority regarding suitability of area identified for compensatory afforestation and from management point of view. (To be signed by the concerned Deputy Conservator of Forests).</p>	<p>Enclosed at page No</p> <p>Enclosed at page No</p> <p>Enclosed at page No</p> <p>Rs. 3,53,221/-</p> <p>Enclosed at Page No.</p>	
<p>11. Site inspection report of the DCF (to be enclosed) especially highlighting facts asked in col. 7 (xi, xii), 8 and 9 above.</p>	<p>Enclosed at Page No.</p>	
<p>12. Division/District profile:</p>		
<p>i. Geographical area of the district.</p> <p>ii. Forest area of the district.</p> <p>iii. Total forest area diverted since 1980 with number of cases.</p>	<p>573900 ha</p> <p>61061.58 ha</p> <p>204.0269 ha (102)</p>	

<p>iii. Total compensatory afforestation stipulated in the district/division since 1980 on :</p> <p>(a) forest land including penal compensatory afforestation.</p> <p>(b) non-forest land.</p> <p>v. Progress of compensatory afforestation as on (date) 31.03.2021 on</p> <p>(a) forest land</p> <p>(b) non-forest land.</p>	<p>401.1854 ha</p> <p>Nil</p> <p>383.0814 ha</p> <p>Nil</p>	
<p>13. Specific recommendations of the DCF for acceptance or otherwise of the proposal with reasons.</p>	<p>The proposal is recommended for approval since the construction of this Project will enhance the capacity of the Hydro Power in the State and will benefit large community.</p>	

Place : Dharamshala
Dated : 24-02-2022

Dr. Sanjeev Sharma (HPFS)
Divisional Forest Officer
Dharamshala Forest Division
Dharamshala

**BILL FOR NET PRESENT VALUE FOR DIVERSION OF 0.5151 HAC. FOREST LAND
FOR CONSTRUCTION OF LOWER IKU - I SMALL HYDRO PROJECT, TEHSIL
DHARAMSHALA, DISTRICT KANGRA (H.P.)**

Eco-Value Class	Area in Hectare	Rate (per Hectare)	Total Amount (Rs.)
Class V Open Forest	0.5151	1005210.00	517784.00
TOTAL AMOUNT			517784.00


Divisional Forest Officer
Forest Division
Dharamshala Forest Division
Dharamshala

**DIVERSION OF 0.5151 HA. OF FOREST LAND FOR CONSTRUCTION OF LOWER IKU - I
SMALL HYDRO PROJECT 1 MW IN DISTRICT KANGRA (H.P.)**

FILE NO. : FP/HP/HYD/41533/2019

DATE OF PROPOSAL :

CHECK LIST SERIAL NUMBER: - 16

LOCATION MAP

Location Map of degraded forest Area identified for Compensatory Afforestation in lieu of proposal for diversion of 0.5151 ha. of forest land for construction of Lower Iku – I SHP 1 MW in District Kangra. Name of Forest – UP 145-K Dhar Narwana, Malan Forest Range, Dharamshala Forest Division Area 1.03 ha for Planting of 1030 number of plants.

SOI Topo Sheet No. 52 D/8



Area to be taken for Compensatory Afforestation.

Divisional Forest Officer
Dharamshala Forest Division
Dharamshala

**DIVERSION OF 0.5151 HA. OF FOREST LAND FOR CONSTRUCTION OF LOWER IKU - I
SMALL HYDRO PROJECT 1 MW IN DISTRICT KANGRA (H.P.)**

FILE NO. : FP/HP/HYD/41533/2019

DATE OF PROPOSAL :

**CHECK LIST SERIAL NUMBER: - 17
“SCHEME FOR COMPENSATORY AFFORESTATION”**

Detail scheme for Compensatory Afforestation for Plantation of 1030 number of Plants in 1.03 ha area, to be carried out in lieu of 0.5151 ha. of forest area to be diverted for the construction of Lower Iku – I Small Hydro Project (1 MW) in District Kangra.

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

District Kangra : UP 145 K Dhar Narwana

Tehsil : Dharamshala

Name of Division : Kangra

Range : Mallan

Area to be afforested – 1.03 Hac.

2. Description of Area

a.	Whether the site selected for Compensatory Afforestation is a land bank or not	Land Bank	
b.	If the CA site is other than the land bank, reasons be given	Not Applicable	
c.	In case of non- forest area identified for CA. then what is the distance of CA site from the adjoining forest boundary	Not Applicable	
d.	Soil type	Sandy Loam	
e.	Topography : a.) Hilly/Undulating /Plain b.) Slope- Steep/Medium/Gentle	Hilly Medium	
f.	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 break-up of requirements of funds is as under:-

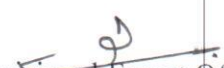
YEAR	AREA	AMOUNT (in Rs)
0 Year	1.03 Hac. (1030 Plants)	2,60,911 /-
1 st Year	1.03 Hac. (1030 Plants)	6,056 /-
2 nd Year	1.03 Hac. (1030 Plants)	3,348 /-
3 rd Year	1.03 Hac. (1030 Plants)	1,998 /-
4 th Year	1.03 Hac. (1030 Plants)	1,998 /-
5 th Year	1.03 Hac. (1030 Plants)	1,998 /-
6 th Year	1.03 Hac. (1030 Plants)	1,998 /-
7 th Year	1.03 Hac. (1030 Plants)	1,998 /-
8 th Year	1.03 Hac. (1030 Plants)	1,998 /-
9 th Year	1.03 Hac. (1030 Plants)	1,998 /-
10 th Year	1.03 Hac. (1030 Plants)	1,998 /-
TOTAL (Rs.)		2,86,299 /-
Contingency Charges 5 %		14,315 /-
TOTAL (Rs.)		3,00,614 /-
Departmental Charges 17.5 %		52,607 /-
GRAND TOTAL (Rs.)		3,53,221 /-

5. Technical details

Technical details of Compensatory Afforestation Scheme are as follows:-

a.	General Details	Area for Compensatory Afforestation in UP 145K Dhar Narwana, Mallan Range in Dharamshala Division area 1.03 Hac.
b.	Spacement	2.5 X 2.5
c.	Species	Tall Plants
d.	Plantation Method	By pits 30 cm & 45 cm.
e.	Soil and Moisture Conservation Works	Check dam / Retaining walls / Vegetative check dam
f.	Protection (Fencing, Watch man, People's Participation etc.)	Fencing, Watch man, People's Participation etc. Fencing 5 Stand Barbed Wire interlacing with thorny bushes.
g.	Proposed Monitoring Mechanism	Proper inspection of the area by field staff & officers of the Department.
h.	Any other information	N.A.

Place : Dharamshala
Dated : 24-02-2022


Divisional Forest Officer
Dharamshala Forest Division
Dharamshala

DIVERSION OF 0.5151 HA. OF FOREST LAND FOR CONSTRUCTION OF LOWER IKU - I SMALL HYDRO PROJECT, TEHSIL DHARAMSHALA, DISTRICT KANGRA, (H.P.)

FILE NO.

FP/HP/HYD/41533/2019

DATE OF PROPOSAL


24/08/2019

Scheme for Compensatory Afforestation for 2020-21 in lieu of Diversion of 0.5151 ha of forest land for Construction of Lower Iku - I Small Hydro Project in District Kangra, H. P.

Village Narwana, Forest Division Dharamshala, Malan Forest Range, District Kangra, Compartment No. UP 145K Dhar Narwana, 1030 Plants in Area 1.03 Hac.

Sr. No.	Particulars of work	Qty.	Unit	Rate per Unit at wage rate of Rs. 150/-	Amount @ Wage Rate of Rs.300/- for Non Tribal Areas
1	Survey & demarcation of plantation area	1.03	Ha.	101.00	208.06
2	Bush Cutting in Strips	1.03	Ha.	1192.80	2457.17
3	Collection of Debris and Burning	1.03	Ha.	681.80	1404.51
4	Preparation of Inspection Path 60 cm wide	258	m	11.00	5676.00
5	Digging of pits 60x60x60 cm	1030	No.	1745%	35947.00
6	Filling of pits 60x60x60 cm.	1030	No.	254%	5232.40
7	Carriage of plants in P/bags from nursery to work site over distance 1 km. (level)	1030	No.	1476%	30405.60
8	Planting of tall plants including ramming	1030	No.	654%	13478.58
9	Cost of RCC fence posts	52	No.	358.00	18616.00
10	Carriage of RCC Fence Post	52	No.	L/S	17200.00
11	Fixing of RCC Posts including strutting	52	No.	696.35%	724.20
12	Stretching and fixing of barbed wire with U-staple in four strands	603	Rmt.	4.80	5788.80
13	Interlacing of thorny bushes with barbed wire	201	Rmt.	4.00	1608.00
14	Cost of barbed wire	0.870	MT.	65100.00	56637.00
15	Cost of U -staple	0.001	MT.	64000.00	70.40
16	Mulching of plants	1030	No.	84.80%	1746.88
17	Irrigation as per need/photography etc.		L/s		5000.00
18	Nursery Cost of Tall Plant	1030	No.	57.00	58710.00
	Total				260910.60
Total Planting Cost					260911.00

1	1st Year Maintenance (1.03 HAC)	6056
2	2nd Year Maintenance (1.03 HAC)	3348
3	3rd Year Maintenance (1.03 HAC)	1998
4	4th Year Maintenance (1.03 HAC)	1998
5	5th Year Maintenance (1.03 HAC)	1998
6	6th Year Maintenance (1.03 HAC)	1998
7	7th Year Maintenance (1.03 HAC)	1998
8	8th Year Maintenance (1.03 HAC)	1998
9	9th Year Maintenance (1.03 HAC)	1998
10	10th Year Maintenance (1.03 HAC)	1998
Total Maintenance Cost		25388
Total Cost		286299
Add: Contingency Charges 5 %		14315
Total		300614
Add: Departmental Charges 17.5 %		52607
Total Cost of CA for 1030 Tall Plants in 1.03 ha		353221


 Dr. Sanjeev Sharma (HPFS)
 Divisional Forest Officer
 Dharamshala Forest Division
 Dharamshala, District Kangra

DIVERSION OF 0.5151 HA. OF FOREST LAND FOR CONSTRUCTION OF LOWER IKU - I
SMALL HYDRO PROJECT 1 MW IN DISTRICT KANGRA (H.P.)

FILE NO. : **FP/HP/HYD/41533/2019**

DATE OF PROPOSAL :


CHECK LIST SERIAL NUMBER: - 18

“LAND SUITABILITY CERTIFICATE BY DFO CONCERNED”

This is to certify that 1.03 ha. land bearing Survey No. / Compartment No UP 145K Dhar Narwana, of Village Dhar Narwana, Malan Forest Range, Dharamshala Forest Division identified for Compensatory Afforestation for plantation of 1030 number of Plants in lieu of 0.5151 ha of Forest land being diverted for construction of Lower Iku – I Small Hydro Project, is suitable for plantation from management point of view and is free from all sorts of encumbrances and encroachment.

Place : Dharamshala

Dated : 24-02-2022


Divisional Forest Officer
Dharamshala Forest Division
Dharamshala

**DIVERSION OF 0.5151 HA. OF FOREST LAND FOR CONSTRUCTION OF LOWER IKU - I
SMALL HYDRO PROJECT 1 MW IN DISTRICT KANGRA (H.P.)**

FILE NO. : FP/HP/HYD/41533/2019

DATE OF PROPOSAL :

**RECLAMATION PLAN
LOWER IKU – I SMALL HYDRO PROJECT (1 MW) DISTRICT KANGRA (H.P.)**

Dumping sites for disposal of muck have been identified with due consideration of its distance and suitability of the area and Topography point of view.

Accordingly the following sites have been identified:

Sr. No.	Description	Mohal	Khasra No.	Area in Sq.m.
1.	Dumping Site – I	Bagiarra	1063 / 14 / 4	150.00
2.	Dumping Site – II	Bagiarra	1063 / 14 / 9	252.00
3.	Dumping Site – III	Bagiarra	1063 / 14 / 8	150.00
4.	Dumping Site – IV	Bagiarra	1066 / 2	225.00
5.	Dumping Site – V	Kand	3 / 2	169.00

Rehabilitation Proposal

Since there is no displacement of any population due to the construction of the Project, so there will be no rehabilitation problem.

Afforestation

Compensatory afforestation shall be carried out by the forest department for which compensation shall be paid by the user agency. Area to be taken for afforestation shall be twice the forest land required for the construction of project.

Retaining walls

RR Masonry/GI Wire crate filled with boulders/ stones reclaimed from excavation of road shall be used for construction of retaining walls for retaining the surplus excavated earth / muck as per standard design of HPPWD with due consideration to site condition.

Use of muck/debris

Most of the excavation muck/debris obtained from the project components shall be used for manufacture of aggregates for construction work, filling in wire creates, stone masonry works breast wall, etc. The remaining muck/ debris will be neatly stacked in dumping areas identified for the purpose.

Plantation

The dumping area and various sties shall be properly leveled after the completion of the project. The area will be landscaped the plantation carried out so as to merge with the natural surroundings.

MUCK DUMPING DETAIL FOR CONSTRUCTION OF LOWER IKU SHP (1 MW)

Location of Dumping	Area (in sq. m)	Slope of dumping place in degree	Qty. of muck generated (Cu. Mtr)	Qty. with Swell Factor (Cu. Mtr.) 35 %	Qty. muck to used (Cu. Mtr)	Qty. of muck deposited (Cu. Mtr.)	Height of dumping expected in mtr.
Dumping Site - I	150.00	15	459	620	246	374	2.80
Dumping Site - II	252.00	15	324	437	175	262	1.40
Dumping Site - III	150.00	20	420	567	142	425	3.20
Dumping Site - IV	225.00	18	842	1137	455	682	3.25
Dumping Site - V	169.00	15	520	702	316	386	2.60
TOTAL	420		2565	3463	1334	2129	2.65(Avg.)

Sr. No	Description	Khasra no.	Area in Sqm	Height in m	Capacity of Dumping Site Qty. in Cu.m.	Quantity of muck to be dumped in cu.m.
1.	Dumping Site - I	1063 / 14 / 4	150.00	2.80	420	374
2.	Dumping Site - II	1063 / 14 / 9	252.00	1.40	353	262
3.	Dumping Site - III	1063 / 14 / 8	150.00	3.20	480	425
4.	Dumping Site - IV	1066 / 2	225.00	3.25	731	682
5.	Dumping Site - V	3 / 2	169.00	2.60	439	386

For M/s Mongra Hydro Construction (P) Ltd.

Mongra Hydro Construction

Pvt. Ltd.

For :-

Authorised Signatory

Place : Dharamshala

Dated : 02/02/2022


Authorised Signatory


Divisional Forest Officer
Forest Division
Dharamshala

MUCK DUMPING PLAN FOR LOWER IKU - I SMALL HYDRO PROJECT (1 MW)

Sr. No.	Name Of Component From Where Muck Is To Be Produced	Actual Size Of Component In sqm	Total Qty. Of Muck Is To Be Produced (in cum)	Soil Factor	Total Qty. Of Muck To Be Dumped On The Basis Of Increased Qty (in cum)	Qty Of Muck To Be Utilised (in cum)	Total Qty Of Muck Remaining After Utilisation	Name Of Dumping Place	Size	Area Of Dumping Place In sqm	Remaining Height Of Muck Dumped	Capacity Of Muck To Be Dumped	Quantity to be Dumped	Remarks
1	Weir Site	20.00 x 8.00	240		324	130	194							
2	Conveyance Channel	9.00 x 2.00	9		12	2	10		15.00 x 10.00	150.00	2.8	420.00	374.00	Out Of Total Muck Generated About 40% to 20 % Shall Be Used In Construction Of Crates, Protection Of Weir and Desilting Tank, Retaining Walls & Rest Of The Muck Including Swell Factor (35%) Shall Be Dumped In Muck Dumping Site I, II & III.
3	Desilting Tank	21.00 x 8.00	210		284	114	170							
4	Water Conductor	360.00 x 2.00	324		437	175	262	Muck Dumping I, II & Muck Dumping III	18.00 x 14.00	252.00	1.4	352.80	262.00	
5	Forebay Tank	10.00 x 10.00	420	0.35	567	142	425		15.00 x 10.00	150.00	3.2	480.00	425.00	About 40% Shall Be Used In Construction Of Crates, Protection Of Power House, Retaining Walls & Rest Of The Muck Including Swell Factor (35%) Shall Be Dumped In Muck Dumping Site IV
6	Penstock	445.00 x 2.00	668		902	361	541							
7	Power House	15.00 x 15.00	168.75		228	91	137	Muck Dumping IV	15.00 x 15.00	225.00	3.25	731.25	682.00	
8	Tail Race	6.00 x 2.00	5		7	3	4							About 45% Shall Be Used In Construction Of Crates, aggregate, Protection Of Road, Retaining Walls & Rest Of The Muck Including Swell Factor (35%) Shall Be Dumped In Muck Dumping Site V
9	Road	260.00 x 4.00	520		702	316	386	Muck Dumping V	13.00 x 13.00	169.00	2.6	439.00	386.00	
	Total		2564.75		3463.00	1334.00	2129.00			946.00		2423.05	2129.00	


Divisional Forest Officer
Forest Division
Dharamshala

Mongra Hydro Construction
Pvt. Ltd.
For M/s Mongra Hydro Construction (P) Ltd

Authorised Signatory
Authorised Signatory

**COST ESTIMATION OF DUMPING SITES & PLANTATION
LOWER IKU – I SMALL HYDRO PROJECT (1 MW)**

SR. NO.	DESCRIPTION	UNIT	QTY.	RATE (IN Rs.)	AMOUNT (Rs. IN LAKHS)
1	Cost of Surveying and Investigation	Lump-sum	1	25000	0.25
2	Cost of Carrying of muck to the dumping site and properly stacking.	CUM	2129	15	0.32
3	Providing Stone Filled Gabion Wire Crates for protection Work.	CUM	75	1450	1.09
4	Plantation of 300 plants @ Rs 30/- per plant.	Nos	300	30	0.09
5	Digging of pit for plantation.	Nos	300	40	0.12
6	Cost of Barbed wire Fencing for protection of Plants @ Rs. 50/- per plant.	Nos	300	50	0.15
7	Salary for Gardener for 3 years @ Rs.5500/- per month.	Months	36	5500	1.98
8	2 Nos. Beldar for protection of plantation for 2 years @ Rs.140/- per day.	Year	2	102200	2.04
9	Reclamation and restoration.	Lump-sum	1	40000	0.40
10	Landscaping and Beautification.	Lump-sum	1	50000	0.50
				Total	6.94 Lakhs

Place : Shahpur

Dated : 24.02.2022

For M/s Mongra Hydro Construction (P) Ltd.

Mongra Hydro Construction

Pvt. Ltd.

For :-

Authorised Signatory

Authorised Signatory


**Divisional Forest Officer
Forest Division
Dharamshala**

**DIVERSION OF 0.5151 HA. OF FOREST LAND FOR CONSTRUCTION OF LOWER IKU - I
SMALL HYDRO PROJECT 1 MW IN DISTRICT KANGRA (H.P.)**

FILE NO. : FP/HP/HYD/41533/2019

DATE OF PROPOSAL :

CHECK LIST SR. NO. 13

UNDERTAKING TO SUBMIT FRA CERTIFICATE

It is to certify that I, Jagpravesh Mongra, Authorised Signatory for M/s Mongra Hydro Construction (P) Ltd. having its office at C/o Uttam Chand, Ward No. 3, Post Office Yol Jharer, Tehsil Shahpur, District Kangra – 176208, have applied for diversion of 0-51-51 ha. of forest area for the purpose of execution of Lower Iku - I Small Hydro Power Project 1 MW in District Kangra.

I, hereby undertake to submit the FRA Certificate complete in all respect before the final approval of the Forest Clearance case of the said Project.

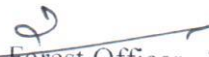
For M/s Mongra Hydro Construction (P) Ltd.

Place : Shahpur
Dated : 17-02-2022


Authorised Signatory

Mongra Hydro Construction
Pvt. Ltd.
For :-
Authorised Signatory

Countersigned by :-


Divisional Forest Officer,
Dharamshala Forest Division
Dharamshala

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

OFFICE ORDER

Directorate of Energy (DoE), Government of Himachal Pradesh, is pleased to accord Technical Concurrence (TC) to Lower Iku-I SHEP (1.00 MW) on Iku Khad, tributary of Beas river, Distt. Kangra, Himachal Pradesh allotted to "M/s Mongra Hydro Construction (P) Ltd., C/o Uttam Chand, Ward No.-3, PO Yol Jharer, Tehsil Shahpur, Distt. Kangra-176208, HP", at an estimated cost of Rs. 998.00 lakh (Rupees Nine Hundred and Ninty Eight 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 actuals but not exceeding the amount as indicated at **Annex-I**, unless revised by DoE, GoHP while according concurrence under Section-8 of Indian Electricity Act 2003 after review of the financial package.
 - b) Change in rates of Indian taxes and duties such as Goods and Service Tax (GST), Custom Duty and levy of any other taxes/duties subsequent to issue of Technical Concurrence (TC).
 - c) Change in Indian law resulting in change in the cost.
2. The Technical Concurrence (TC) is subject to the fulfilment of the following conditions:-
 - i) Completed cost/Technical Concurrence (TC) 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 Technical Concurrence (TC).
 - iii) The cost of the project cleared by the DoE, GoHP is indicative and shall have no binding on the regulator while fixing the tariff. The tariff of the project shall be regulated by the appropriate Electricity Regulatory Commission.
 - iv) The public issue expenses, if any, shall be reconsidered at the time of approval of completion cost based on documentary proof and in accordance with Security Exchange Board of India (SEBI) guidelines regarding regulation of public issue expenses.
 - v) Fulfillment of conditions stipulated in Central Electricity Authority (CEA)/Central Water Commission (CWC) guidelines in respect of civil works at the stage of detailed designs/execution.
 - vi) In case, changes are made in design parameters during construction due to site conditions or otherwise, the same shall be intimated and got concurred from DoE, GoHP before implementation of such changes.
 - vii) Any increase in the cost estimate due to design modifications and geological surprises would be absorbed by the Independent Power Producer (IPP) i.e. "M/s Mongra Hydro Construction (P) Ltd, C/o Uttam Chand, Ward No.-3, PO Yol Jharer, Tehsil Shahpur, Distt. Kangra-176208, HP".
 - viii) No additional cost shall be allowed due to Resettlement & Rehabilitation (R & R) Plan.
 - ix) Normal operation life of the hydro power plant shall be as per provisions of CWC/CEA guidelines or Central Electricity Regulatory Commission (CERC)/ Himachal Pradesh Electricity Regulatory Commission (HPERC) regulations.

Mongra Hydro Construction
Pvt. Ltd.
For :-
Authorised Signatory

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Page 1 of 9

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Sr. In-
(TEC)

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- 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 endeavor 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) For evacuation of power the IPP shall interface this project in joint mode through the existing 1.6 Km 11 kV Kand-Kardiana feeder subject to following conditions:-
1. The cost if strengthening / re-conductoring of 11 kV Kand-Kardiana feeder from AAAC 7/3.81 Sq. MM to AAAC 7/4.26 Sq. MM including reclosures at interconnection point along with appropriate protection equipments and other allied accessories shall be borne by IPP.
 2. No deemed generation shall be allowed to the IPP in case of break down and / or shut down of 11 kV HT line or 33/11 kV Jadrangal substation of HPSEBL.
 3. IPP has to bear the calculated line losses from interconnection point to 33/11 kV Jadrangal substation as per prevailing guidelines of HPERC/HPSEBL.
 4. Joint evacuation agreement between Lower Iku and Lower Iku-I has to be executed.
- xvii) The project line shall be provided, operated and maintained by the IPP at his cost as per normal conditions after obtaining approval of HP Govt. under Section 68(1) of Electricity Act, 2003.
- xviii) The above mentioned evacuation arrangements shall be subject to the HPERC approval of "Comprehensive area wise plan for augmenting and establishing of transmission/sub-transmission system for evacuation of power from small HEPs" which has already been submitted to HPERC. The Transmission/Distribution Licensee may however also evolve alternate system(s) depending on the site conditions and subsequent developments with the approval of HPERC.
- xix) The IPP shall develop, operate and maintain the Project including the dedicated transmission system subject to compliance with the following:
- a) Grid code and standards of grid connectivity.
 - b) Technical as well as Mechanical standards for construction of Electrical lines.
 - c) Norms of System Operation of the concerned State Load Dispatch Centre (SLDC) or Regional Load Dispatch Centre (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 (Power pipe from De-silting tank) with length 777 m & penstock with length 395 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.
- 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 24 months from the date of start of the construction work.
4. The completion cost of the scheme shall be submitted to DoE, GoHP for approval within 3 months from the Commercial Operation Date (COD) of the plant.
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.

Mongra Hydro Construction
Pvt. Ltd.
For :-
Authorised Signatory

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- 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

Kafu
4/1/2021

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

No. DoE/CE(Energy)/TC-Lower Iku-I/2020- 7589-98

Dated: 04/01/2021

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

1. Addl. Chief Secretary (MPP & Power) to H.P. Govt., Shimla-171002.
2. Addl. Chief Secretary (NES) to H.P. Govt., Shimla-171002.
3. Secretary, Ministry of Non-Conventional Energy Sources (MNES), Block No.14.CGO Complex, Lodhi Road, New Delhi-110003.
4. Director, Environmental & Scientific Technologies, Narayan Villa, Near Wood Villa Palace, Shimla-171002.
5. Deputy Commissioner, Kangra Himachal Pradesh – 176310.
6. General Manager, HPPTCL, Himfed Bhawan, Panjari, Below Old MLA Quarters, Shimla-171005.
7. Chief Engineer (SP), HPSEB Ltd, Uttam Bhawan, Dogra Lodge, Shimla-171004.
8. Chief Engineer (Commercial), HPSEB Ltd, Vidyut Bhawan, Shimla –171004.
9. Chief Executive Officer, Himurja, 8A-SDA Complex, Kasumpti, Shimla-171009.
10. M/s Mongra Hydro Construction (P) Ltd, C/o Uttam Chand, Ward No.-3, PO Yol Jharer, Tehsil Shahpur, Distt. Kangra-176208, HP.

Kafu
4/1/2021

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

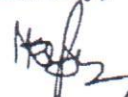

Mongra Hydro Construction
Pvt. Ltd.
For :-
Authorised Signatory

Lower Iku-I SHEP (1.00 MW) in District Kangra of Himachal Pradesh allotted to "M/s Mongra Hydro Construction (P) Ltd, C/o Utttam Chand, Ward No.-3, PO Yol Jharer, Tehsil Shahpur, Distt. Kangra-176208, HP"

ABSTRACT OF COST ESTIMATE

Sr.No.	Description of work	Cost (Rs. in lakh)	
(a)			
i)	Civil works i/c other Misc. expenses	553.00	}
ii)	Electro Mechanical Work	303.00	
iii)	Transmission Works	23.00	
	Sub-total (a)	879.00	Price level August, 2020.
(b)			
i)	Interest During Construction (IDC)	64.29	
ii)	Escalation	37.31	
ii)	Financial Charges	7.20	
	Sub-total (b)	108.80	
	Total (a+b)	987.80	
(c)	LADC @ 1.0% of (a+b)	9.87	
	Grand Total (a+b+c)	997.67	
	Say	₹ 998.00 lakh	

(Rupees Nine Hundred and Ninety Eight Lakh only)


 4/1/2021
 Chief Engineer,
 Directorate of Energy, GoHP,
 New Shimla-171009(HP).


 Mongra Hydro Construction
 Pvt. Ltd.
 For :-
 Authorised Signatory

Lower Iku-I SHEP (1.00 MW) in District Kangra of Himachal Pradesh allotted to "M/s Mongra Hydro Construction (P) Ltd, C/o Uttam Chand, Ward No.-3, PO Yol Jharer, Tehsil Shahpur, Distt. Kangra-176208, HP"

SALIENT FEATURES

I. LOCATION

State	Himachal Pradesh
District / Tehsil	Kangra
Village	Kand (GP Kand Kardiyana)
River/Khad	Iku Khad, Sub-tributary of Banganga khad
Vicinity	Diversion Weir of Lower Iku-I SHEP at EL±1155.00 m and surface power house on left bank of Iku Khad with Tail Race Level at EL± 1090.00 m downstream of village Kand.
Accessibility	By Road 15 KM from Distt H/Q Dharamshala
	By Railway 120 KM from BG Pathankot
	By Air 25 KM from Gaggal Airport

Geographical Co-Ordinates

	Longitude	Latitude
• Weir Site	76° 24' 32.90" E	32° 10' 21.48" N
• Power House Site	76° 24' 34.59" E	32° 9' 55.37" N
SOI Toposheet	52 D/8	

II. HYDROLOGY

Stream/nallah	Iku Khad
Tributary of/ Basin	Banganga Khad/Beas river
Catchment Area upto diversion site	30.50 sq.km.
Design Discharge	2.07 cumecs
Design Flood	172.85 cumecs

HFL	Weir site El ± 1156.80 m	Power House site El ± 1088.26 m
-----	------------------------------------	---

III. PROJECT COMPONENTS:-A. DIVERSION STRUCTURE / INTAKE:-

Type /Shape	Rectangular Trench weir
Size	12.00 m (L) x 2 m (W)
Depth	Varies from 0.70 m to 1.80 m
Design Discharge	2.07 cumecs plus flushing & Over Loading discharge
Trash Rack River Bed level	EL ± 1155.00 m
Bed Slope	1 in 10.91
Size of Intake Tank	3.00 x 2.60 m x 2.10 m i/c Free Board
Shingle flushing Pipe	600 mm Dia.

Mongra Hydro Construction
Pvt. Ltd.
For :-
Authorised Signatory

- B. APPROACH / CONVEYANCE CHANNEL (Intake to De-Silting Tank):-**
- | | |
|------------------|--|
| Type/ shape | R.C.C. Rectangular Channel |
| Size | 2.00 m (w) x 1.70 m (D) (i/c Free Board) |
| Length | 76.00 m |
| Slope | 1 in 500 |
| Design Discharge | 2.07 cumecs plus flushing & Over Loading discharge |
| Velocity | 0.93 m/sec |
- C. DE-SILTING TANK:-**
- | | |
|-----------------------------|--|
| Type | Surface, Central Silt Gutter Type |
| Size | 24.00 m (L) x 5.00 (W) x 4.38 m (D) (i/c Free Board) |
| Design Discharge | 2.07 cumecs plus flushing & Over Loading discharge |
| Particle size to be removed | ± 0.20 mm and above |
| Top Level | EL ± 1154.74 m |
| Full Supply Level (FSL) | EL ± 1154.24 m |
| Bed Level | EL ± 1150.36 m |
| Silt Flushing pipe | 600 mm dia. |
- D. WATER CONDUCTER SYSTEM (Power pipe from De-silting tank to Forebay tank)**
- | | |
|------------------|---|
| Type | Steel pipe |
| Length | 777.00 m |
| Diameter | 1400 mm dia. |
| Slope | 1 in 500 |
| Velocity | 1.48 m/sec. |
| Design Discharge | 2.07 cumecs plus Over Loading discharge |
- E. FOREBAY TANK AND SPILLWAY:-**
- | | |
|-----------------------------|---|
| Type | Surface RCC Tank |
| Size | 10.00 m (L) x 10.00 m (W) x 7.00 m (H)
i/c 1.00 m Free Board |
| Live Storage capacity | 273.24 cum |
| Peaking time | 2 minutes |
| Top Level | EL ± 1153.89 m |
| Full Supply Level (FSL) | EL ± 1152.89 m |
| Mini. Drawdown Level (MDDL) | EL ± 1149.99 m |
| Bed Level | EL ± 1146.89 m |
| Size of spillway | 15.00 m (L) x 1.10 m (W) |
- F. PENSTOCK:-**
- | | |
|------------------------------|----------------------------------|
| Type | Circular, Surface steel penstock |
| Number/size of main penstock | One/1100 mm φ |
| Length of main penstock | 395.00 m |
| Plate Thickness | Varying between 12 mm to 16 mm |
| Velocity | 2.50 m /sec |
| Material of steel liner | IS 2062 Grade C |
| Number of branches | Two |
| Size of branch penstock | 15.00 m long (each), 950 mm φ |

G. POWER HOUSE:-

Type Surface Power House
Size 15.00 m (L) x 15.00 m (W) x 8.00 m (D)
C/L of Jet EL \pm 1091.00 m
Installed Capacity 1.00 MW (2 units of 500 kW each)
Max. Gross Head 64.00 m
Max. Head at available NWL 61.89 m
Rated Net Head 58.10 m
Power House Crane 4/2 Tonnes EOT Cranes

Turbine

Type Horizontal Francis Turbine
Number Two
Rated Capacity 500 kW (each)
Rated Speed 750 rpm

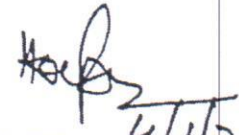
Generator

Type Horizontal Shaft Synchronous Brushless
Number Two
Rated Capacity 500 kW (each)
Power Factor 0.90
Rated Voltage 0.415 kV
Rated Frequency 50 Hz
Rated Speed 750 rpm
Overloading Capacity 10%

H. TAIL RACE:-

Type RCC Box Type channel
Size 1.50 m (W) x 1.40 m (D) i/c Free Board
Length 14.00 m
Slope 1 in 500
Tail Race Level EL \pm 1090.00 m

Mongra Hydro Construction
Pvt. Ltd.
For :-
Authorised Signatory


4/11/2021
Chief Engineer,
Directorate of Energy, GoHP,
New Shimla-171009(HP).

ANNEXURE-III

Lower Iku-I SHEP (1.00 MW) in District Kangra of Himachal Pradesh allotted to "M/s Mongra Hydro Construction (P) Ltd, C/o Uttam Chand, Ward No.-3, PO Yol Jharer, Tehsil Shahpur, Distt. Kangra-176208, HP"

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 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	Directorate General of Technical Development (India), Competition Commission of India	As per Import & Export Acts.

Mongra Hydro Construction
Pvt. Ltd.
For :-
Authorised Signatory

4/11/2021
Chief Engineer,
Directorate of Energy, GoHP,
New Shimla-171009(HP).

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INDIA

INDIA NON JUDICIAL

हिमाचल प्रदेश HIMACHAL PRADESH

D 200700

IMPLEMENTATION AGREEMENT

FOR

LOWER IKU-1 HYDRO ELECTRIC PROJECT (1.00 MW)

DISTRICT - KANGRA, 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 Mongra Hydro Construction Private Limited firm having its Registered/Head Office at C/o Uttam Chand, Ward No-3, Post Office- Yol Jharer, Tehsil Shahpur, Distt Kangra- 176208, H.P., (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. Jag Prवेश, Authorized Signatory, who is duly authorized by the competent authority of the Concern on dated 07.12.2021 to execute this agreement, of the OTHER PART.

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

Mongra Hydro Construction
Pvt. Ltd.
Mongra Hydro Construction
Pvt. Ltd. Authorized Signatory
For :-
Authorized Signatory

भारतीय गैर न्यायिक

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INDIA NON JUDICIAL

हिमाचल प्रदेश HIMACHAL PRADESH

D 200696

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 Lower IKU-I (1.00MW) capacity, located in District Kangra Himachal Pradesh (hereinafter referred to as "Project") and

WHEREAS the project is envisaged on Iku Khad a sub tributary of Banganga in Beas River in District Kangra between the allotted elevations range $\pm 1155M$ to $\pm 1090M$; and

WHEREAS the Second Party has carried out necessary detailed investigations for the Project and submitted a DPR for 1.00 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 1.00 MW capacities vide their letter No. DoE /CE(Energy)/TC-Lower IKU-I/2020- 7589-98 dated 04-01-2021; 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:-

I 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-SEO HIMURJA
Shimla-171 009

Mongra Hydro Construction
Pvt. Ltd.
For :-
Authorised Signatory
Authorised 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 Lower Iku-I SHEP (1.00MW) can be evacuated as under:-
For evacuation of power the IPP shall interface this project in the joint mode through the existing 1.6Km 11Kv Kand- kardiana feeder subject to following conditions :-
 1. The cost if strengthening/ re- conductoring of 11Kv Kand-Kardiana feeder from AAAC 7/3.81 Sq. MM to AAAC 7/4.26 Sq. MM including reclosures at interconnection point along with appropriate protection equipments and other allied accessories shall be borne by IPP.
 2. No Deemed generation shall be allowed to the IPP in case of break down and/ or shut down of 11Kv HT line or 33/11Kv Jadrangal substation of HPSEBL.
 3. IPP has to bear the calculated line losses from interconnection point to 33/11kv Jadrangal substation as per prevailing guidelines of HPERC/HPSEBL.
 4. Joint evacuation agreement between Lower Iku and Lower Iku-I has to be executed.
- (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;

Special Secretary (NES)
to the Govt. of H.P.
cum-CEO HIMURJA
Shimla-171 001

Mongra Hydro Construction
Pvt. Ltd.
Mongra Hydro Construction
Pvt. Ltd.
For :
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- (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 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.070380 dated 06-12-2021 amounting to **Rs 50,000/- (Rupees fifty thousand) only @ Rs.50,000/- per MW (refundable)** in favour of Director, HIMURJA, payable at Shimla, based on capacity in MW as per approved IC. 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 Lower Iku-I (1.00 MW) capacity, to establish, own, operate and maintain the Project for a period of 40 (forty) years and the date shall be reckoned after 30 months (Thirty) months from the date of 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

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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 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.

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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 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.

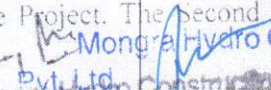
7. TERMINATION OF AGREEMENT

- 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



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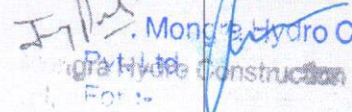

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- Party shall also be allowed to acquire such land through direct negotiations with the owners in accordance with the prevailing laws, rules and regulations in the State.
- 8.2 Land whether private or Government except for permanent structures relating 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 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.


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- 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 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:-

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 Lower Jku-I (1.00MW)

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SHHP will be @ 2% for a period of 12 years reckoned after thirty months (30) months from the date of signing of IA of the Project or from the date till which extension in SCOD is granted by the First Party. Beyond 12 years, royalty shall be @ 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 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.

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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.

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.

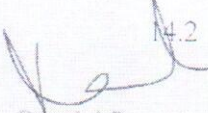
Obligations of the First Party:-

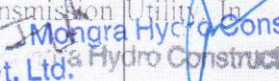
13.7 If any approval is required under the laws of India for the Second Party, the lenders, or any Contractor with respect to the Project, upon due and timely application therefore being made by the Second Party, First Party shall take all reasonable and appropriate steps within its administrative power, 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


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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

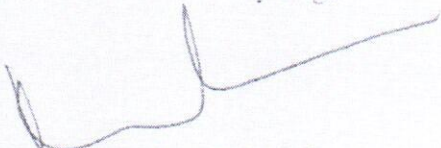
- 15.1 Notwithstanding the provisions of the **Clauses 3, 7.1 and 7.2** above, the Second Party shall not be liable for the forfeiture of its Performance Guarantee or termination for default, if the non-performance or the delay in the discharge of its obligations under this agreement is the result of 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.
- 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-Himachalis 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.


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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:-

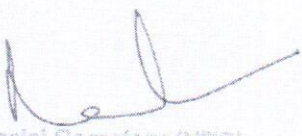
The LADF shall comprise of contribution by project based on project cost and free power after commissioning as envisaged in the State and National Hydro Power Policies. The hydro project developer's in the State shall contribute towards LADF in two stages.

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.
- 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.


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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:-

- a) 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.
- b) 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

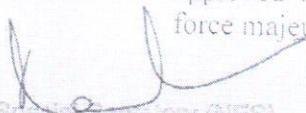
The 1% free power contribution to LADF shall be sold by the State Government along with its share of free power. The amount equivalent to average net realization per unit multiplied by the number of units for which 1% is to be paid will be placed at the disposal of LADC annually. The average price per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

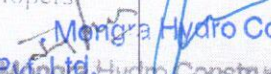
(a) 50% of the total amount of LADF to be divided to all families in PAA equally subject to BPL families getting higher amount as per the policy notified on 05/10/2011.

(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.


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


Mongra Hydro Construction
Pvt. Ltd.
Pvt. Ent. :-
For : Authorised Signatory
Authorised Signatory

- 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.

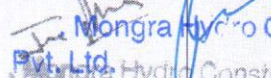
- 23 Any violations of the above-mentioned issues concerning policy parameters, IA may result into monetary penalty including cancellation of the project.

- 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.


Special Secretary (NES)
to the Govt. of H.P.-
cum-CEO HIMURJA
Shimla-171009


Mongra Hydro Construction
Pvt. Ltd.
For Authorised Signatory
Authorised Signatory

Nº 0459355

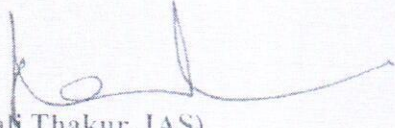
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Himachal Government Judicial Paper

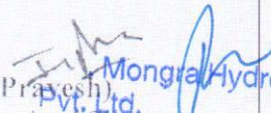
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE SIGNED, SEALED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

For and on behalf of
Government of Himachal Pradesh

For and on behalf of
M/s Mongra Hydro Construction Pvt. Ltd.


(Rupali Thakur, IAS)
Special Secretary (NES)

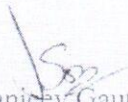
Special Secretary (NES)
to the Govt. of H.P.
cum-CEO HIMURJA
Shimla-171 000



(Jag Prakesh)
Authorized Signatory
For :-
Mongra Hydro Construction
Pvt. Ltd.
Authorized Signatory

Authorized Signatory

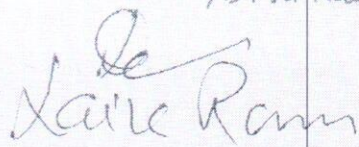
WITNESSED BY:

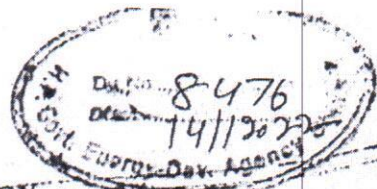
WITNESSED BY:


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


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

1. Ashish Guleria
S/o Lt. Sh. S. C. Guleria
vill Ranka, P.O. Trafal
Teh. Dehra, Distt Kangra H.P.

2. 
Naik Ram
Duggal college
Tardaul Shikha



DIRECTORATE OF ENERGY
GOVERNMENT OF HIMACHAL PRADESH

SHANTI BHAWAN PHASE-III SECTOR-6 NEW SHIMLA -9

TEL NO: 0177-2673551, FAX NO: 2673553, Email: dir.doehp@nic.in, ceenergy09@gmail.com

No. - HPDoE/CE (Energy)/CEIA (Ravi Basin)/2021- 8218-19

Dated: 12/12/21

To
The Nodal Officer-cum-APCCF (FCA),
Forest Department, Tolland, Shimla,
Himachal Pradesh.

Subject: Diversion of 8.0678 hectare of forest land in favour of M/s Friends Him Energies, C/o near Happy Sr. Secondary School, Jail Road, Gurdaspur-143521, for the construction of Suil-IV SHEP within the jurisdiction of Churah Forest Division, Distt. Chamba, Himachal Pradesh (On line no. FP/HP/HYD/3537/2018)

Ref: - Your Office letter no Ft. 48-3785/2018(FCA) dated 24.07.2021.

Sir,

Please refer to above letter addressed to CEO, HIMURJA and subsequently in receipt of HIMURJA letter no Himurja/SHP-IA/Suil-V-6200 dated 02.12.2021(copy enclosed) from Project Director Cum Dy. CEO, HIMURJA on the subject cited matter where in it has been informed that MoEF & CC, GoI has observed following:

"The concern of the State to provide for mitigating measures of individual projects in the EMP does not seem to be tenable as it is devoid of factual basis. The hydel projects up to 25 MW are not covered under the EIA notifications and hence may not involve preparation of EMPs and also cannot be appraised by the SEAC as adverted by the state. The state Govt. may provide their comments in this regard."

In this context, it is submitted that Deptt. of Environment, Science & Technology, GoHP is appropriate Deptt. to offer comments on the above observation. The matter in a similar case (for SHEP Upper Makkan-II - 5 MW, Distt.- Chamba) was taken up with Environment, Science & Technology Deptt. and Deptt. of Environment Science and Technology vide letter no. Env.S&T/SEIAA (061)/2009-Miscellaneous-2660 dated 09.12.2021 has stated that "the hydel project up to 25 MW does not fall in purview of Environment Impact Assessment Notification, 2006 and its subsequent amendments". Further the comments and correspondence w.r.t. mitigative measures to address the projects up to 25 MW as received from Env. Scie, & Tech. Deptt., GoHP are attached herewith at Annexure-I for your kind information and further necessary action in the matter please.

Yours faithfully,

(Er.Khem Singh Thakur)
Chief Engineer,
Directorate of Energy,
GoHP Shimla-09

DA: As above

Copy to the Project Director-cum-Chief Executive Officer, HIMURJA, Urja Bhawan, Kasumpti Shimla-09 for kind information w.r.t. letter referred above please.

KAWALU
Chief Engineer,
Directorate of Energy,
GoHP Shimla-09

ASSESSMENT OF ENVIRONMENTAL MANAGEMENT SYSTEMS AND IMPLEMENTATION CAPACITY

HIMURJA is in operation since 1989 and entrusted to to promote renewable energy program for the State of Himachal Pradesh. HIMURJA is also responsible for allotment and development of hydro projects below 5MW capacity. Many initiatives were taken by HIMURJA since its inception for promotion of small hydro which includes implementation of UNDP-GEF assisted projects in the far flung areas of the State. HIMURJA is responsible to execute renewable energy projects in collaboration of Ministry of New and Renewable Energy (MNRE) and State Government.

Policies: HIMURJA strive to create a sustainable development in generating renewable energy throughout Himachal Pradesh. HIMURJA stated that it aims to implementing eco-friendly measures in its operation. The allotment of small hydel projects is governed through the hydel power policy framed in 2006 and its amendments till date. Similarly allotment of the Solar Projects is governed through the Solar Power Policy of HP framed during 2014 and amended in 2016.

HIMURJA has no clear Environment Policy or Framework in place to screen, manage and mitigate environmental concerns, nor any clear mention of regulations or institutional responsibilities on safeguard issues are there in place.

Procedures and Practices: There are guidelines available for developing small hydros in the state. Any Private Investor whether Himachali or outsiders such as Private Ltd. Company / Public Ltd. Company / Partnership concern/Sole Proprietary and Cooperative Societies/Voluntary societies/trusts comprising wholly of Bonafide Himachalis is eligible to apply for the allotment of these Small Hydro Electric Projects. The applications for the identified Projects / Self Identified Projects shall be received after advertisements issued by Government / HIMURJA in Giri raj and in leading Newspapers. Applications shall be scrutinized by HIMURJA and approved by the Government. As the potential sites have been identified on the basis of preliminary reconnaissance only, the interested Project Developers should, in their own interest, visit the sites for verifying various Project related parameters viz. discharge, head, water availability, habitation etc. It is clearly mentioned that HIMURJA shall not be responsible for any kind of variation. Project Developers shall also ensure that the Project components do not fall in the wild life sanctuaries, national parks, eco protection zones etc. and also do not interfere / overlap with the existing and proposed Hydro Projects of State, SPSUs / CPSUs HIMURJA, Joint CPSUs and Private Project Developers, before submitting their offers on the prescribed format.

The application shall include the information regarding name of the stream / nallah, estimated capacity, assessed head and assessed design discharge, layout sketch of the Project which should show the elevations of the main components of the Project, names of the Projects already allotted upstream/downstream of the proposed site, if any etc. The Joint Inspection in case of Self Identified Projects shall be carried out by HIMURJA / Committee comprising of officials of all concerned departments like HIMURJA, Revenue, Jal Shakti, PWD, Forest, Fisheries etc. including upstream / downstream Project representatives as notified by Government of Himachal Pradesh to ascertain the interference, if any, with the existing Projects along with the elevation / horizontal distance as prescribed and other aspects of concerned departments related to development of Project. The Project Officer, HIMURJA of

concerned area will be Member Secretary of the Committee and he will ensure the joint inspection of the site and report thereof.

There are no laid out procedures and practices was found regarding environmental management or mitigation.

Capacity: HIMURJA does not have a specialized Environment and Social Cell for addressing environmental issues.

Training: Training if any need to be obtained from HIMURJA

Monitoring and Reporting: At present there are no system available for monitoring and reporting of environmental compliances or non-compliances.

Thus it can be concluded that HIMURJA at its present capacity does not have an adequate institutional and regulatory framework to guide environmental and social impact assessment and the management of environmental and social effects. It also lacks in institutional capacity to effectively implement the requirements of the system.

Core Principle 1: Environmental and Social Management

Core Principle 1: Environmental and social management procedures and processes are designed to (a) avoid, minimize, or mitigate adverse impacts; (b) promote environmental and social sustainability in program design; and (c) promote informed decision-making relating to a program's environmental and social effects.			
Key Planning Elements	System Assessment	Capacity Assessment	Recommendations
Program procedures will: 1.1 Bank program procedures are backed by an adequate legal framework and regulatory authority to guide environmental and social impact assessments at the programmatic level.	The allotment of small hydel projects is governed through the Hydro Power Policy framed in 2006 and its amendments till date. Similarly allotment of the Solar Projects is governed through the Solar Power Policy of HP framed during 2014 and amended in 2016.	At present it is guided by application formats developed based on Hydro Power Policy, 2006 and Solar Power Policy, 2014 and respective amendments till date.	Clear articulation of legal and regulatory framework with respect to environmental risks, impacts and management need to be formulated.
1.2. Incorporate recognized elements of environmental and social assessment good practice, including the following: 1.2 (a) Early screening of potential effects	In the application format it is stated that Project Developers shall also ensure that the Project components do not fall in the wild life sanctuaries, national parks, eco protection zones etc. and also do not interfere / overlap with the existing and proposed Hydro Projects	No formal screening system exists	Environmental Screening need to be made part of the overall ESMF
1.2 (b) Consideration of strategic, technical, and site alternatives (including the 'no-action' alternative)	It is taken as policy that no small hydro should come up in the major river basins of Ravi, Satluj, Chenab or Yamuna wherein minimum e-flow regulations are applicable.	N/A	There is a need to make the strategic, technical, and site alternatives consideration and an E&S system should be developed.
1.2 (c) Explicit assessment of potentially induced, cumulative, and transboundary impacts	At present no such system exists		
1.2 (d) Identification of measures to mitigate	It is made part of project application that in case any	In case of dispute these issues were brought to notice and	ESMP need to prepared for all identified activities for

Core Principle 2: Environmental and social management procedures and processes are designed to avoid, minimize, and mitigate adverse effects on natural habitats and physical cultural resources resulting from the program.

Key Planning Elements	System Requirements	Key Findings	Recommendations
2 (b) Supports and promotes the conservation, maintenance, and rehabilitation of natural habitats; avoids the significant conversion or degradation of critical natural habitats and if avoiding the significant conversion of natural habitats is not technically feasible, includes measures to mitigate or offset impacts or program activities.	proposed Hydro Projects A Policy covering most important messages from the Forest (Conservation) Act, 1980; India Forest Act, 1927; Wildlife (Protection) Act, 1972 etc need to be brought into place	There is no policy of framework available to avoid, protect or conserve critical natural habitats.	A policy framework stating the clear mandates on protection, conservation and rehabilitation of natural habitats; avoids the significant conversion or degradation of critical natural habitats and if avoiding the significant conversion of natural habitats is not technically feasible, includes measures to mitigate or offset impacts or program activities.
2 (c) Takes into account potential adverse impacts on physical cultural property and, as warranted, provides adequate measures to avoid, minimize, or mitigate such effects.	The program is unlikely to have adverse impact on critical natural habitat and physical cultural heritage	No policy that takes account on impacts on physical cultural properties are available.	

Core Principal 3:

The nature of activities under the Bank's Program is that there is no exposure to toxic chemicals, hazardous wastes and dangerous materials.

Core Principle 3: Program procedures ensure adequate measures to protect public and worker safety against the potential risks associated with (a) construction and/or operations of facilities or other operational practices developed or promoted under the program and (b) exposure to toxic chemicals, hazardous wastes, and otherwise dangerous materials.

Key Planning Elements	System Assessment	Capacity Assessment	Recommendations
3 (a) Promotes community, individual, and worker safety through the safe design, construction, and O&M of physical infrastructure, or in carrying out activities that may be dependent on such infrastructure with safety measures, inspections, or remedial works incorporated as			

Core Principle 3: Program procedures ensure adequate measures to protect public and worker safety against the potential risks associated with (a) construction and/or operations of facilities or other operational practices developed or promoted under the program and (b) exposure to toxic chemicals, hazardous wastes, and otherwise dangerous materials.

Key Planning Elements	System Assessment	Capacity Assessment	Recommendations
<p>needed.</p> <p>3 (b) Promotes the use of recognized good practice in the production, management, storage, transport, and disposal of hazardous materials generated through program construction or operations; promotes the use of IPM practices to manage or reduce pests or disease vectors; and provides training for workers involved in the production, procurement, storage, transport, use, and disposal of hazardous chemicals in accordance with international guidelines and conventions.</p>			
<p>3 (c) Includes measures to avoid, minimize, or mitigate community, individual, and worker risks when program activities are located within areas prone to natural hazards such as floods, hurricanes, earthquakes, or other severe weather or climate events.</p>			