

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

Original Application No. 98/2026

IN THE MATTER OF:

Chandresh Kumar & Ors.

.....Applicant(s)

Versus

State of Himachal Pradesh & Ors.

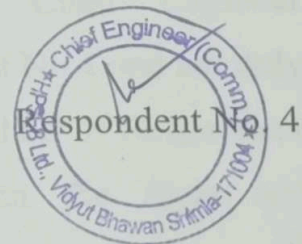
... Respondent(s)

INDEX

S.No.	Particulars	Page No.
1	Counter Affidavit on behalf of the Respondent No. 4 / Himachal Pradesh State Electricity Board Limited	1-6
2	Copy of Comfort Letters issued by the Respondent No. 4	7-50
3	Vakalatnama	51

Place: Shimla

Date: 26.04.2026



BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Original Application No. 98/2026

IN THE MATTER OF:

Chandresh Kumar & Ors.

.....Applicant(s)

Versus

State of Himachal Pradesh & Ors.

... Respondent(s)

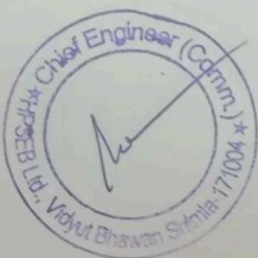
COUNTER AFFIDAVIT ON BEHALF OF THE R-4 /
HIMACHAL PRADESH STATE ELECTRICITY BOARD
LIMITED.

I, Tushar Gupta, son of Sh. S.S. Gupta, aged about 54 years, presently working as Chief Engineer (Commercial), Himachal Pradesh State Electricity Board Limited (HPSEBL), Vidyut Bhawan, Shimla-4, do hereby solemnly affirm and state as under:

1. That I am presently serving as Chief Engineer (Commercial) with HPSEBL/respondent No.4 and am duly authorized to swear this affidavit on behalf of Respondent No. 4. I am well conversant with the facts and circumstances of the present case on the basis of records

ATTESTEL

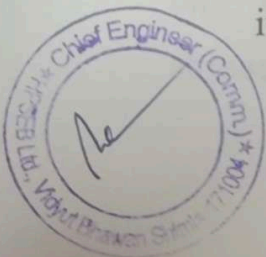
Oath Commissioner,
High Court, Shimla



maintained in the ordinary course of official business. The statements made herein are based on such records and are true to my knowledge and belief.

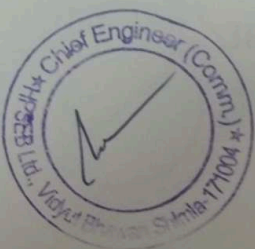
2. That Respondent No. 4 / HPSEBL is a deemed Distribution Licensee within the meaning of the Electricity Act, 2003 and is statutorily obligated to undertake the distribution and supply of electricity to consumers across the State of Himachal Pradesh. In discharge of its statutory mandate, Respondent No. 4 / HPSEBL also undertakes procurement of electricity from various generating sources, including Central Generating Stations, Independent Power Producers (IPPs), and renewable energy projects, strictly in accordance with the regulatory framework laid down by the Himachal Pradesh Electricity Regulatory Commission (HPERC).
3. That it is respectfully submitted that the role and functions of the Respondent No. 4 / HPSEBL are clearly demarcated under the Electricity Act, 2003. The answering Respondent is neither involved in nor has any jurisdiction over the allotment of hydroelectric or other power projects to private developers or IPPs. The process of identification, allotment, and grant of projects is carried out by the State Government and its designated authorities in accordance with applicable policies and guidelines.

ATTESTED

Oath Commission
-I.P. High Court, Shimla

4. That it is further submitted that Respondent No. 4 / HPSEBL has no role whatsoever in the issuance of No Objection Certificates (NOCs), environmental clearances, forest clearances, or any other statutory permissions required for the establishment, construction, or operation of such projects. These approvals fall exclusively within the domain of competent Government departments, statutory authorities, and regulatory bodies constituted under various environmental and forest laws.
5. That the answering Respondent is also not concerned with the monitoring, supervision, or execution of the projects undertaken by the IPPs. The entire responsibility with regard to compliance of statutory conditions, environmental safeguards, and project implementation rests with the project proponents and the concerned regulatory/administrative authorities. HPSEBL's role is confined strictly to the procurement of power and its subsequent distribution to end consumers.
6. That in the present case, the Chief Engineer (System Operation), HPSEBL, in the normal course of its statutory functions, has issued Letters of Comfort for purchase of power in favour of M/s Kasol, vide letter No. HPSEBL/CE(SO)/PSP-502/2025-26: 8728-29 dated 16.03.2026; and M/s Grahana Kasol, vide letter No.

ATTESTED

Oath Commissioner,
H.P. High Court, Shimla

HPSEBL/CE(SO)/PSP-139/2025-26: 8730-31 dated 16.03.2026. It is further submitted that these communications have been issued in accordance with the applicable regulatory provisions governing procurement of power from renewable sources, Himachal Pradesh Swarn Jayanti Energy Policy 2021, and are subject to compliance with all statutory requirements by the project developers. Copies of the above comfort letters are placed on record and annexed hereto as Annexure R-4/1 colly for the kind perusal of this Hon'ble Tribunal.

7. That it is submitted with utmost respect that the issuance of the aforesaid Letters of Comfort is merely indicative of the intent of Respondent No. 4 / HPSEBL to procure power, subject to execution of a formal Power Purchase Agreement (PPA) and fulfillment of all statutory prerequisites by the project proponents. Such Letters of Comfort do not confer any vested right upon the developers, nor do they amount to grant of approval, sanction, or clearance for the execution of the project.
8. That it is further submitted that the execution of a Power Purchase Agreement is itself contingent upon the project developer obtaining all necessary statutory approvals, including environmental and forest clearances, from the competent authorities. The Respondent No. 4 / HPSEBL

ATTESTED

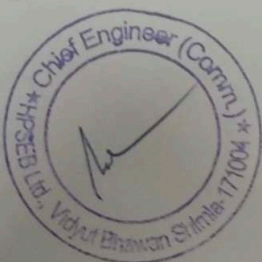
Oath Commissioner
I.P. High Court, Shimla

does not, at any stage, substitute or override the requirement of such statutory compliances.

9. That the grievances raised by the Applicants in the present Original Application appear to relate to environmental concerns, legality of project approvals, and implementation-related issues. These matters fall squarely within the jurisdiction of environmental authorities and the State Government departments concerned, and do not pertain to the statutory functions discharged by respondent No.4/HPSEBL as a distribution licensee.
10. That in view of the above, the answering Respondent is neither a necessary nor a proper party to the present proceedings, as no effective or enforceable relief can be granted against it in the context of the issues raised by the Applicants. The impleadment of Respondent No. 4 / HPSEBL is therefore wholly unwarranted and amounts to a misjoinder of parties.
11. That it is respectfully submitted that continuance of HPSEBL as a party respondent would serve no useful purpose and would unnecessarily burden the proceedings, as the answering Respondent has no role to play in the adjudication of the disputes raised in the present application.

AMESTEL

Joint Commission
H.P. High Court, Shimla




12. That in these circumstances, it is most respectfully prayed that this Hon'ble Tribunal may be pleased to delete the name of Respondent No. 4 (HPSEBL) from the array of parties in the interest of justice and proper adjudication of the case.

13. That the contents of this affidavit are true and correct to my knowledge and belief, based on official records maintained by HPSEBL in the ordinary course of business. No part of it is false and nothing material has been concealed therefrom.



VERIFICATION:

Identified by  Verified at Shimla on this 26th day of April, 2026 that the contents of aforesaid Affidavit are true and correct to the best of my knowledge, information and belief. No part of it is false and nothing material has been concealed therefrom.

Oath Commissioner
H.P. High Court, Shimla



Sworn and stated the above-mentioned was declared
in solemn affirmation on this 26th day of April 2026
at Shimla by Tushar Kumar Asst JE
who was identified by Manjit Kumar
I, the undersigned, have read the contents of the above-mentioned affidavit and explain to the deponent the contents of the same and he has admitted them to be true at the time of making thereof.
28/4/26
Oath Commissioner
H.P. High Court, Shimla

All Cuttings, Corrections & Additions
are attested by me
28/4/26
Oath Commissioner

Ann. R-4/1 Colly. 7 (23)



HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED
(A STATE GOVERNMENT UNDERTAKING)

Registered Office	Vidyut Bhawan, HPSEBL, Shimla-171004 (H.P.)
Number (CIN)	U40109HP2009SGC031255
GST No.	HPSEBL 02AACCH4894EHZB
Telephone Number	0177-2657901,
Website Address:	www.hpseb.com
E-Mail Address	ceso@hpseb.in , cesysophpseb@gmail.com

NO: HPSEBL/CE(SO)/PSP- 502/ 2025-26: 8728 - 29 Dated: 16/03/2026

To

M/s APTS Green Power Pvt. Ltd.,
1st Floor, Bell Villa, The Mall,
Shimla, Himachal Pradesh-171001.
Email: info@rashifincorp.com

Sub: Request for Issuance of Letter of Comfort / Confirmation for Purchase of Power –Kasol SHEP (5.00 MW), District Kullu (H.P.).

Dear Sirs,

In pursuance to your request conveyed vide subject cited letter received in this office on 25/02/2026, HPSEBL hereby conveys its in-principle approval to enter into a long-term Power Purchase Agreement (PPA) with your company for the procurement of the entire net saleable energy from your project i.e. **Kasol Small Hydro Project (5 MW)**, subject to the following conditions:

- i) HPSEBL shall procure the entire net saleable energy from the said project at the generic levellised tariff as may be determined by the Himachal Pradesh Electricity Regulatory Commission (HPERC) corresponding to the Scheduled Commercial Operation Date (SCOD) of the Project as fixed/ approved by the GoHP under Implementation Agreement (IA) dated 19/12/2025.
- ii) The approval shall remain valid up to **18/06/2026** being the outer date prescribed to achieve zero date/ financial closure of the said Project in terms of IA dated 19/12/2025.
- iii) The approval shall automatically lapse in the event your company fails to file a joint petition with HPSEBL before HPERC for approval of the PPA for the said project, within aforesaid outer date, unless the HPERC grants an extension of the validity period in accordance with the Para (iv) below.

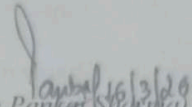
—P.T.O.—

108

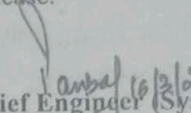
- iv) In case your company intends to seek any extension of the validity period of this in-principle approval, as per the para (iii) above, your company may, prior to the expiry of the validity period, file an appropriate petition before the Hon'ble HPERC seeking such extension up to the outer date of achieving zero date or financial closure.

This is for your kind information, please

Yours sincerely,


(Er. Pankaj Sharma)
Chief Engineer (Sys. Op.),
H.P State Electricity Board Ltd.,
Vidyut Bhawan, Shimla-171004.

Copy forwarded to the Secretary, HPERC, Vidyut Aayog Bhawan, Block No. 37, SDA Complex, Kasumpti, Shimla-171009 for kind information, please.


Chief Engineer (Sys. Op.),
H.P State Electricity Board Ltd.,
Vidyut Bhawan, Shimla-171004.

aj/c



HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED
(A STATE GOVERNMENT UNDERTAKING)

Registered Office: Vidyut Bhawan, HPSEBL, Shimla-171004 (H.P.)
 Number (CIN): U40109HP2009SGC031255
 GST No.: HPSEBL 02AACCH4B94EHZB
 Telephone Number: 0177-2657901,
 Website Address: www.hpseb.com
 E-Mail Address: ceso@hpseb.in, cesysophpseb@gmail.com

NO: HPSEBL/CE(SO)/PSP- 139/ 2025-26: 8730-3) Dated: 16/03/2026

To

M/s APTS Green Power Pvt. Ltd.,
 1st Floor, Bell Villa, The Mall,
 Shimla, Himachal Pradesh-171001.
 Email: info@rashifincorp.com

Sub: Request for Issuance of Letter of Comfort / Confirmation for Purchase of
 Power – Grahan Kasol SHEP (5.00 MW), District Kullu (H.P.).

Dear Sirs,

In pursuance to your request conveyed vide subject cited letter received in this office on 25/02/2026, HPSEBL hereby conveys its in-principle approval to enter into a long-term Power Purchase Agreement (PPA) with your company for the procurement of the entire net saleable energy from your project i.e. **Grahan Kasol Small Hydro Project (5 MW)**, subject to the following conditions:

- i) HPSEBL shall procure the entire net saleable energy from the said project at the generic levelled tariff as may be determined by the Himachal Pradesh Electricity Regulatory Commission (HPERC) corresponding to the Scheduled Commercial Operation Date (SCOD) of the Project as fixed/ approved by the GoHP under Implementation Agreement (IA) dated 19/12/2025.
- ii) The approval shall remain valid up to 18/06/2026 being the outer date prescribed to achieve zero date/ financial closure of the said Project in terms of IA dated 19/12/2025.
- iii) The approval shall automatically lapse in the event your company fails to file a joint petition with HPSEBL before HPERC for approval of the PPA for the said project, within aforesaid outer date, unless the HPERC grants an extension of the validity period in accordance with the Para (iv) below.

—P.T.O.—

ay
/c

10

- iv) In case your company intends to seek any extension of the validity period of this in-principle approval, as per the para (iii) above, your company may, prior to the expiry of the validity period, file an appropriate petition before the Hon'ble HPERC seeking such extension up to the outer date of achieving zero date or financial closure.

This is for your kind information, please

Yours sincerely,

Pankaj Sharma
(Er. Pankaj Sharma)
Chief Engineer (Sys. Op.),
H.P State Electricity Board Ltd.,
Vidyut Bhawan, Shimla-171004.

Copy forwarded to the Secretary, HPERC, Vidyut Aayog Bhawan, Block No. 37, SDA Complex, Kasumpti, Shimla-171009 for kind information, please.

Pankaj Sharma
Chief Engineer (Sys. Op.),
H.P State Electricity Board Ltd.,
Vidyut Bhawan, Shimla-171004. *o/c*



HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED
(A STATE GOVERNMENT UNDERTAKING)

Registered Office: - HPSEBL, Vidyut Bhawan, Shimla, H.P.-171004.
CIN: U40109HP2009SGC031255
Phone No.: - 0177-2656107 (Office), 2653656 (Telefax)
Website: www.hpseb.in, Email: cesp.hpseb@gmail.com

218

No. HPSEBL/CE(SP)/IPSP/DB-SS(CAMP)/2025- 1136-39

Date: 21/05/25

To,

The Chief Engineer (OP) Mandi Zone,
HPSEBL, Distt. Mandi (HP).

Sub: - Transmission system for evacuation of power from Kasol SHEP (5 MW) and
Graham Kasol SHEP (5 MW) located in Distt. Kullu (HP).
Ref: - M/s APTS Green Power Pvt Ltd letter No. NIL dated 05.05.2025 (for Kasol
SHEP (5 MW)) and even file No. NIL dated 05.05.2025 (for Graham Kasol
SHEP (5 MW)).

Sir,

“Jai Hind”

Please find enclosed M/s APTS Green Power Pvt Ltd letters under reference vide which the firm has submitted the Connectivity application in respect of Kasol SHEP (5 MW) and Graham Kasol SHEP (5 MW) located in Distt. Kullu (HP). As per the TCs accorded to Kasol and Graham Kasol SHEPs (5 MW each), vide the Directorate of Energy (Govt of HP) order No. DoE/CE(Energy)/TC-Kasol/2021-582-91 dated 26.04.2021 and order No. DoE/CE(Energy)/TC-Graham Kasol/2021-4950-59 dated 09.09.2021 (copies enclosed) respectively, the power evacuation arrangement of the 2 Nos. SHEPs is as follows: -

“The power of Kasol and Graham kasol SHEPs (5-MW each) shall be evacuated in joint mode through LILO arrangement of one circuit of 33kV D/C Barshaini-Malana line connecting 33/11kV Barshaini sub-station and 132/33kV sub-station at Malana HEP. The connectivity, as per the above arrangement, can only be granted after commissioning of 33/132kV Barshaini Sub-station (of HPPTCL) and 132kV D/C Barshaini-Charor line and operation of 33kV Barshaini substation of HPSEBL with 33/132kV substation of HPPTCL in integrated mode.”

Since a period of five (5) years has lapsed since the above power evacuation arrangement was confirmed, it is requested to examine the feasibility of above mentioned power evacuation arrangement of Kasol and Graham Kasol SHEPs (5 MW each) in the present scenario and submit the detailed feasibility report in the prescribed format (Annexure A) along with your comments/recommendations to this office at the earliest please.

DA: As Above

Yours sincerely,

Chief Engineer (SP),
HPSEBL, Vidyut Bhawan,
Shimla (HP) -171004.

12

Copy of the above is forwarded to the following for information and necessary action please: -

1. The Chief Engineer (ES), HPSEBL, Mattansidh, Distt. Hamirpur (HP). It is requested to provide the details/information in the prescribed format pertaining to your office.
(DA: As Above)
2. The Superintending Engineer (OP) Circle, HPSEBL, Kullu (HP).
3. M/s APTS Green Power Pvt Ltd, 1st Floor, Bell Villa, The Mall Shimla Urban T, Shimla GPO (HP) - 171001. With reference to clause No. 7 of the TC's issued to Kasol and Grahan Kasol SHEPs (5 MW each) which is as follows "In case the time gap between the Concurrence to the scheme by DoE, GoHP and actual start of work by the Project Developer is three years or more, a fresh concurrence of DoE, GoHP shall be obtained by the Developer before start of actual work", as a period of five (5) years has lapsed since the TC was accorded to the SHEPs, revised TC needs to be obtained by the project developer before the start of actual work. It is, therefore, requested to get the TC revised, in the present scenario, by submitting the revised DPR of Kasol and Grahan Kasol SHEPs (5 MW each) along with other necessary documents at the Directorate of Energy (Govt of HP). Further processing of your application for "Grant of Connectivity" shall be done after the receipt of the revised TC.

-sd-

Chief Engineer (SP),
HPSEBL, Vidyut Bhawan,
Shimla (HP) -171004.



HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED
(A STATE GOVERNMENT UNDER TAKING)

Registered Office: - HPSEBL, Vidyut Bhawan, Shimla, H.P.-171004.
CIN: U40109HP2009SGC031255
Phone No.: - 0177-2656107 (Office), 2653656 (Telefax)
Website: www.hpsebl.in, Email: cesp.hpsebl@gmail.com

13
2025
REMINDER-I

No. HPSEBL/CE(SP)/IPSP/DB-65(A) NP/Vol-XIII/2025- 2707-10

Date: 29/08/25

To,

The Chief Engineer (OP) Mandi Zone,
HPSEBL, Distt. Mandi (HP).

Sub: - Transmission system for evacuation of power from Kasol SHEP (5 MW) and
Grahan Kasol SHEP (5 MW) located in Distt. Kullu (HP).

Ref: - This office letter No. HPSEBL/CE(SP)/IPSP/DB-65(A) NP/2025-1136-39 dated
21.05.2025.

Sir,

"Jai Hind"

Reference is invited to this office letter under reference wherein it has been requested to examine the feasibility of power evacuation arrangement of Kasol and Grahan Kasol SHEPs (5MW each). The proposed power evacuation arrangement of Kasol and Grahan Kasol SHEPs (5MW each) is as follows: -

"The power of Kasol and Grahan kasol SHEPs (5 MW each) shall be evacuated in joint mode through L.L.O arrangement of one circuit of 33kV D/C Barshaini-Malana line connecting 33/11kV Barshaini sub-station and 132/33kV sub-station at Malana HEP. The connectivity, as per the above arrangement, can only be granted after commissioning of 33/132kV Barshaini Sub-station (of HPPTCL) and 132kV D/C Barshaini-Charor line and operation of 33kV Barshaini substation of HPSEBL with 33/132kV substation of HPPTCL in integrated mode."

In this context, it is intimated that the requisite feasibility report from your office is still awaited.

In view of above, it is, therefore, again requested to examine the feasibility of above-mentioned power evacuation arrangement of Kasol and Grahan Kasol SHEPs (5 MW each) and submit the detailed feasibility report along with your comments/recommendations to this office at the earliest please.

DA: As Above

Yours sincerely,

29/08/25
Chief Engineer (SP),
HPSEBL, Vidyut Bhawan,
Shimla (HP) -171004.

Annexure A

FEASIBILITY REPORT FORMAT

S. No.	Transmission line	Conductor Size	Type (S/C or D/C)	Maximum Current Capacity	Existing Maximum Load Wheeled through the conductor	Existing Minimum Load Wheeled through the conductor
1	33kV line from proposed SHEPs to proposed switching station arrangement.					
2	33kV Barshaini-Malana line					
3	33kV lines emanating from 132/33kV sub-station at Malana.					
4	33kV lines emanating from 33/11kV Barshaini sub-station					
5	33kV lines emanating from 33/11kV Jari sub-station					
6	132kV lines emanating from 132/33kV sub-station at Malana.					
7	33kV/132kV lines emanating from 132/33kV Bajaura sub-station					

It is requested to provide details of the proposed LILO/switching station arrangement such as location, coordinates etc.

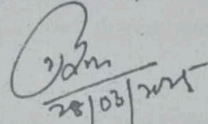
S. No.	Sub-station	Capacity	Injection from existing/upcoming hydro projects / solar power plants*	Existing Maximum/Minimum Load demand	
				Maximum Load demand	Minimum Load demand
1	33/11kV Barshaini sub-station				
2	Electrical systems/sub-stations connected to 33/11kV Barshaini sub-station through 33kV lines				
3	132/33kV sub-station at Malana				
4	Electrical systems/sub-stations connected to 132/33kV sub-station at Malana through 33kV/132kV lines				

* Details regarding the Hydro projects (solar projects) such as name and capacity in list form shall also be provided.

It is requested to submit the detailed Single Line diagram of the evacuation arrangement. It is also requested to provide your comments and recommendations, if any, regarding the power evacuation arrangements.

Copy of the above is forwarded to the following for information and necessary action please: -

1. The Chief Engineer (ES), HPSEBL, Mattansidh, Distt. Hamirpur (HP). It is requested to provide the details/information in the prescribed format pertaining to your office.
(DA: As Above)
2. The Superintending Engineer (OP) Circle, HPSEBL, Kullu (HP).
3. M/s APTS Green Power Pvt Ltd, 1st Floor, Bell Villa, The Mall Shimla Urban T. Shimla GPO (HP) - 171001. With reference to clause No. 7 of the TC's issued to Kasol and Grahani Kasol SHEPs (5 MW each) which is as follows "In case the time gap between the Concurrence to the scheme by DoE, GoHP and actual start of work by the Project Developer is three years or more, a fresh concurrence of DoE, GoHP shall be obtained by the Developer before start of actual work", as a period of five (5) years has lapsed since the TC was accorded to the SHEPs, revised TC needs to be obtained by the project developer before the start of actual work. It is, therefore, requested to get the TC revised, in the present scenario, by submitting the revised DPR of Kasol and Grahani Kasol SHEPs (5 MW each) along with other necessary documents at the Directorate of Energy (Govt of HP). Further processing of your application for "Grant of Connectivity" shall be done after the receipt of the revised TC.


Chief Engineer (SP),
HPSEBL, Vidyut Bhawan,
Shimla (HP) -171004.

16

PS K-139

16

(2)



The Chief Engineer (System Operation)
HP State Electricity Board Ltd.
Vidyut Bhawan
Shimla - 171004
Himachal Pradesh

Subject: Request for Issuance of Letter of Comfort / Confirmation for Purchase of Power - Grahan Kasol SHEP (5.00 MW), District Kullu (H.P.)

Respected Sir,

APTS GREEN ENERGY PVT LTD is developing the **Grahan Kasol Small Hydro Electric Project (Kasol SHEP)** with an installed capacity of 5.00 MW in District Kullu, Himachal Pradesh. The Implementation Agreement (IA) for the project has been signed on dated _____.

We respectfully submit that the project is being financed through the Indian Renewable Energy Development Agency Ltd. (IREDA). For processing and sanction of the term loan, IREDA has requested submission of a Confirmation / Letter of Comfort from HPSEBL regarding purchase of power from the above-mentioned project.

In this regard, it is submitted that as per the prevailing Himachal Pradesh Hydro Power Policy and the applicable Regulations of the Hon'ble Himachal Pradesh Electricity Regulatory Commission (HPERC), HPSEBL is required to purchase power generated from Small Hydro Electric Projects at the generic levelized tariff determined by the Hon'ble HPERC, subject to applicable policy provisions and regulatory approvals.

Accordingly, we kindly request your good office to issue a Letter of Comfort / Confirmation stating that HPSEBL shall purchase the power generated from Kasol SHEP upon commissioning, in accordance with the applicable policy framework and tariff determined by the Hon'ble HPERC, and that the formal Power Purchase Agreement (PPA) shall be executed as per regulatory procedures.

The requested letter is required solely for submission to Banks for achieving financial closure of the project.

We shall be highly obliged for your kind consideration and issuance of the same at the earliest.

Thanking you.

Yours faithfully,

For APTS GREEN POWER PVT LTD

Handwritten signature
CE(SO) - 15/1
Dy. CE/SE (REG. & DC)
Dy. CE/SE (STATE)
Under Secretary
Addl. Secy.
Addl. Secy.
Private Secretary
AE/DAO

8021
25/2/26
Stamp: Himachal Pradesh Electricity Regulatory Commission

JECRSP)

Authorized Signatory
APTSGREEN POWER PRIVATE LIMITED

CIN: U35101HP2024PTC011199

Registered Off: 1st Floor, Bell Villa, The Mall Shimla Urban T, Shimla G.P.O. - 171 001, Himachal Pradesh
Corporate Off: 72A, Mittal Tower, Nariman Point, Mumbai - 400 021 | T: 022-4213 9500 | E: info@rashifincorp.com

S.C.O Compliance done



HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED

SERVICE CONNECTION ORDER

SCO No. 2000949041

SCO Issue Date : 24.07.2025

To,
Junior Engineer
Electrical Section, HPSEBL

Service Connection Order is hereby issued for providing electricity connection to the consumer as per the following details. You are requested to install the connection at the earliest and submit SCO compliance report.

Consumer Name: APTS Green power ltd

Consumer ID 200014000620

Father's Name : Jintender Singh

Sanctioned Load: 51.5

Address : Kasol , 175105 , (H.P)

Contract Demand: 45

Tariff Category : Bulk Supply Two Part

Mobile No: +917018099843

Assistant Engineer
Electrical Sub Division
HPSEBL, Jari

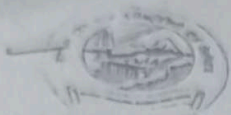
-----SCO Compliance Report-----

General Connection Details

Sub-Station Name	Dunkhara (Jari)	Feeder Name	11KV, Manikaran
DTR Name	AP-3	Service Line Type	3/2 core PVC.
Size of Service Wire		Length of Service Line	
Connection Phase	3φ	Connected to Phase Wire	
Connected to Insulation Test between Phases		Longitude of Location	
		Latitude of Location	

Meter Details

Meter Owned By	Consumer	Meter Manufacturer	HPL
Meter Serial number	304794	Meter Type	AC 3φ, 4 wire, CT/PT operated, Static energy meter
Meter Accuracy Class	0.5S	Current Rating of Meter	5 A.
Meter Phase	3φ	MDI/MF	3 MF
Dial	8	MSR Number	
MTC Seal Number	0153435, 0153434	MNT Seal Number	10210563.
MDR Seal Number		CA-21 Number	
CA-22 Number			



HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED
(A State Government Undertaking)

NO.HPSEBL/KED/Comm-23/200014000620:025-26-3533 Dated: - 14-07-2025

LOAD SANCTION ORDER

APPLICATION NO: 000949041

As per provisions contained in Instruction No. of HPSEBL Sales Manual Part-1(revised up to 17.10.2017), its subsequent amendments and revised D.O.P. vide Sales Circular No. 26/2019 dated 28.01.2019 issued by Chief Engineer (C.C.M.) HPSEBL sanction is hereby accorded for a load of 51.5 kW with a contract demand of 45 kVA at 11 kV supply voltage from 33/11 KV Jari Sub-Station in respect of Company APTS Green Power Pvt. Ltd. under Bulk Supply Two Part Tariff Category for the Construction power for Hydro-E purpose at Garahan, 175105 (H.P) subject to the compliance of following conditions:-

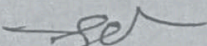
- 79) The load can be released at 11 kV supply voltage from 33/ 11 KV Jari Sub-Station after completing codal formalities. The recovery of expenditure for supply of power shall be as per HPERC (Recovery of Expenditure for supply of Electricity) Regulations, 2012 as amended from time to time.
- 80) The consumer has to submit proof of ownership /occupancy of the premises for which electricity connection is being applied for. It should be ensured to obtain proper documents before release of load to the consumer.
- 81) The Power Availability Certificate, if applicable, for the load applied has been issued vide PAC No. Nil dated Nil for a load of Nil kW with a contract demand of Nil kVA at Nil kV supply voltage from Nil Sub-Station and is valid for a period of three (3) years from the date of issuance.
- 82) Authorization to sign on behalf of company (i.e. Resolution of Board of Directors of the company, duly attested, authorizing the person to sign the papers / agreements on behalf of company along with attested signatures of the authorized person) should also be obtained and verified. A copy of the same be kept in the consumer file.
- 83) In case of applications for electric connections falling under Planning areas, Municipal Corporations, Nagar Panchayats and other local bodies where TCP Act, 1977 is applicable, the connection shall be released to the consumer as per provisions of Supply Code, 2009 and documents as approved by Commission vide order dated 24.08.2022.
- 84) The power will be made available on the basis of self- certified declaration/ undertaking given by the consumer at the time of sanction of load. In case of non-fulfillment of statutory provisions/ approvals/ clearances from Govt. (Central/ State) Departments and other statutory bodies, the connection shall be disconnected without intimation, as agreed in the declaration/ undertaking.
- 85) In case of drawl of power in excess of the Contract Demand sanctioned or addition in connected load without approval of HPSEBL, the firm will be liable to pay penalty for over drawl as notified from time to time. This shall be without prejudice to HPSEBL's right to assess such violation under Section 126 of Electricity Act.
- 86) The supply during peak load hours (6:30 P.M to 10 P.M) shall be governed by the additional conditions as specified in the H.P. Electricity Supply Code & Tariff Order approved by HPERC.

- 87) It should be ensured before release of load that the initial security for the sanctioned demand shall be deposited by the consumer as per regulation. The amount payable towards Security Deposit shall be in the form of Cash/ Demand Draft (D.D.) drawn in favour of the concerned Sub-Divisional Officer.
The firm may opt to furnish the security in the form of Bank Guarantee in place of cash deposit where the amount payable towards security deposit exceeds Rs.25.00 lac and the same shall remain valid during the period the agreement for Supply of electricity remains in force. The validity of BG in no case should be less than 3 years. The entry of security deposited by the consumer may be made in the A&A form in the space provided for the purpose.
- 88) The consumer shall deposit cost towards expenditure for supply of electricity as per HPERC (Recovery of expenditure for supply of electricity) Regulations, 2012 as amended from time to time. The amount deposited must be entered in the A&A form in the space provided for the purpose.
- 89) The cost of dedicated feeder/joint feeder along with bay and associated equipment at both ends (if any), as the case may be, will have to be borne by the consumer as per HPERC (Recovery of expenditure for supply of electricity) Regulations, 2012 as amended from time to time. Cost of all these components will be intimated to the consumer by the Competent Authority of HPSEBL.
- 90) The cost of the whole or part of the service line/equipment paid by the consumer and maintained by the HPSEBL/consumer as per HPERC Regulations, shall remain the property of HPSEBL and HPSEBL shall have the right to make use of the service line/equipment for extending power supply to other consumer(s) in the vicinity or for any other purpose.
- 91) The consumer will have to build up the load to the extent of load sanctioned /contract demand within a period of two months of readiness of HPSEBL failing which the charges will be levied as per provision of H.P. Electricity Supply Code, 2009 as amended from time to time.
- 92) The metering of the consumer shall be done as per Central Electricity Authority (Installations and Operation of Meters) Regulations, 2006 as amended from time to time.
- 93) Each page of all the documents must be signed by the Sub Divisional Officer concerned in token of verification. Cutting and overwriting on A&A form should be got attested by both parties i.e. the prospective consumer and the AE/AEE concerned. The A&A form shall be signed by the consumer or authorized signatory in line with the Sales Manual Instruction No.1.
- 94) A stamp paper of requisite value only crossed and words "Agreement for Supply of Electric Power attached" inscribed under the signature of the consumer should be obtained as required in the approved format of A&A form.
- 95) The consumer shall comply with the harmonics standards as specified by the Authority and for voltage levels for which harmonics standards have not been specified by the Authority, the user shall comply with the standards specified in the relevant International Electrical and Electronic Engineers regulations. In case of failure to comply the specified standards, action shall be taken as per Clause No. 2.1.9 of H.P. Electricity Supply Code, 2009.
- 96) No new supply to LT installations with induction motor(s) of capacity above 3HP and /or welding transformers above 2 kVA shall be given unless shunt capacitors of appropriate ratings are installed to the entire satisfaction of the HPSEBL.
- 97) The consumer shall abide by the provisions of Electricity Act, 2003, all applicable laws, conditions of supply, General Conditions of Tariff and Schedule of Tariff, Supply Code

20

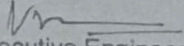
HPERC/CEA/Govt. of H.P. issued and enforced under applicable laws by any other instructions/circulars issued by HPSEBL Ltd from time to time, and as amended from time to time, for equitable and efficient distribution of electric energy.

- 72) The HPSEBL reserves the right to impose any restrictions depending upon the loading conditions of the feeding substation and availability of power as may deem fit to regulate the supply in the most efficient manner..
- 73) It is mandatory for the consumer to use BEE Star labeled (with minimum 4 Star rating) motor pump set and ISI/BIS power capacitors, fuses/reflex valves etc. as per Govt. of H.P., MPP & Power Deptt. Order
- 74) The supply of electricity shall not be commenced by HPSEBL for HT and EHT supply voltage unless the permission from Electrical Inspector is obtained by the consumer to commence or recommence the supply after an installation has been disconnected for six months. The consumer will have to abide by the CEA (Measures relating to safety and electric supply)
- 75) During winter months i.e. from November to March, in case there is shortage of power, which otherwise is not a general phenomenon, the release of power will depend upon its availability and
- 76) HPSEBL will not be held responsible for any loss to the consumer as a result of any breakdown, shutdown (whether planned or emergency) or restriction power etc.
- 77) All other codal formalities may be completed before release of load/ contract demand. One copy of the document be sent/uploaded for reference and record after release of load/ contract demand.
- 78) Other specific conditions of line/sub-station to be commissioned or any other case specific conditions, if any, are attached at Annexure-I.


Sr. Executive Engineer
Electrical Division, HPSEBL, Kullu.
(01902-222651) xenedkullu@gmail.com

Copy forwarded to the following for information and necessary action-

- 1 The Chief Engineer (OP), Central Zone HPSEBL, Mandi (H.P.).
 - 2 The Chief Engineer (SO), HPSEBL Shimla-4 (H.P.).
 - 3 The Chief Engineer (ES), HPSEBL Hamirpur Distt. Hamirpur (H.P.).
 - 4 The Chief Engineer (System Planning), HPSEBL Shimla-4 (H.P.).
 - 5 The Superintending Engineer (OP), Circle HPSEBL Kullu.
 - 6 The Assistant Engineer, Electrical Sub-Division Jari w.r.t his office letter no. HPSEBL/Jari/C-2/2025-26-671 dated 05-07-2025 It is requested to ensure the completion all codal formalities as per Application & Agreement form and Sales Manual and any amount due from consumer may be recovered before release of electricity connection.
- DA: - 01No Consumer file.
- 7 Company APTS Green Power Pvt. Ltd., Garahan 175105, (H.P)


Sr. Executive Engineer
Electrical Division, HPSEBL, Kullu.
(01902-222651) xenedkullu@gmail.com

S.C.O Compliance Done



HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED

SERVICE CONNECTION ORDER

SCO No. 2000949064

SCO Issue Date : 24.07.2025

To,
Junior Engineer
Electrical Section, HPSEBL

Service Connection Order is hereby issued for providing electricity connection to the consumer as per the following details. You are requested to install the connection at the earliest and submit SCO compliance report.

Consumer Name: APTS Green Power Ltd

Consumer ID : 200014000621

Father's Name : Jitender Singh

Sanctioned Load: 68.5034

Address : Grahani, 175105, (H.P)

Contract Demand: 50

Tariff Category : Bulk Supply Two Part

Mobile No: +917018099343

Assistant Engineer
Electrical Sub Division
HPSEB Ltd. Jai

-----SCO Compliance Report-----

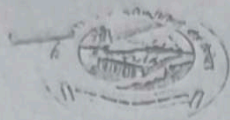
General Connection Details

Sub-Station Name	33/11 kv. Jaisi (Dankhona)	Feeder Name	11 kv. Manikaran
DTR Name	J2317-AP4	Service Line Type	3/2 Core PVC
Size of Service Wire		Length of Service Line	20 M.
Connection Phase	3φ	Connected to Phase Wire	R, Y, B
Connected to Insulation Test between Phases		Longitude of Location	
		Latitude of Location	

Meter Details

Meter Owned By	Consumer	Meter Manufacturer	HPL
Meter Serial number	304792	Meter Type	3φ, 4 Wire CT-PT Operatic Static energy meter
Meter Accuracy Class	0.5 S.	Current Rating of Meter	
Meter Phase	3φ	MDI/MF	MF = 3
Dial	08	MSR Number	
MTC Seal Number		MNT Seal Number	
MDR Seal Number		CA-21 Number	
CA-22 Number			

22



HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED

(A State Government Undertaking)

NO.HPSEBL/KED/Comm-23/200014000621.2025-26-3572-58 Dated: - 14-07-2025

LOAD SANCTION ORDER

APPLICATION NO: 2000949064

As per provisions contained in Instruction No. 6 of HPSEBL Sales Manual Part-1 (revised up to 17.10.2017), its subsequent amendments and revised D.O.P. vide Sales Circular No. 26/2019 dated 28.01.2019 issued by Chief Engineer (Comm.) HPSEBL sanction is hereby accorded for a load of 68.5 kW with a contract demand of 50 kVA at 11 kV supply voltage from 33/11 KV Jari Sub-Station in respect of Company APTS Green Power Pvt. Ltd. under Bulk Supply Two Part Tariff Category for the Construction power for Hydro-E purpose at Garahan, 175105 (H.P) subject to the compliance of following conditions:-

- 105) The load can be released at 11 kV supply voltage from 33/ 11 KV Jari Sub-Station after completing codal formalities. The recovery of expenditure for supply of power shall be as per HPERC (Recovery of Expenditure for supply of Electricity) Regulations, 2012 as amended from time to time.
- 106) The consumer has to submit proof of ownership /occupancy of the premises for which electricity connection is being applied for. It should be ensured to obtain proper documents before release of load to the consumer.
- 107) The Power Availability Certificate, if applicable, for the load applied has been issued vide PAC No. Nil dated Nil for a load of Nil kW with a contract demand of Nil kVA at Nil kV supply voltage from Nil Sub-Station and is valid for a period of three (3) years from the date of issuance.
- 108) Authorization to sign on behalf of company (i.e. Resolution of Board of Directors of the company, duly attested, authorizing the person to sign the papers / agreements on behalf of company along with attested signatures of the authorized person) should also be obtained and verified. A copy of the same be kept in the consumer file.
- 109) In case of applications for electric connections falling under Planning areas, Municipal Corporations, Nagar Panchayats and other local bodies where TCP Act, 1977 is applicable, the connection shall be released to the consumer as per provisions of Supply Code, 2009 and documents as approved by Commission vide order dated 24.08.2022.
- 110) The power will be made available on the basis of self-certified declaration/ undertaking given by the consumer at the time of sanction of load. In case of non-fulfillment of statutory provisions/ approvals/ clearances from Govt. (Central/ State) Departments and other statutory bodies the connection shall be disconnected without intimation, as agreed in the declaration/ undertaking.
- 111) In case of drawl of power in excess of the Contract Demand sanctioned or addition in connected load without approval of HPSEBL, the firm will be liable to pay penalty for over drawl as notified from time to time. This shall be without prejudice to HPSEBL's right to assess such violation under Section 126 of Electricity Act.
- 112) The supply during peak load hours (6:30 P.M to 10 P.M) shall be governed by the additional conditions as specified in the H.P. Electricity Supply Code & Tariff Order approved by HPERC.

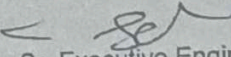
msel-23
msel-26

msel-25
June-15

- 113) It should be ensured before release of load that the initial security for the sanctioned demand shall be deposited by the consumer as per regulation. The amount payable towards Security Deposit shall be in the form of Cash/ Demand Draft (D.D.) drawn in favour of the concerned Sub-Divisional Officer.
The firm may opt to furnish the security in the form of Bank Guarantee in place of cash deposit where the amount payable towards security deposit exceeds Rs.25.00 lac and the same shall remain valid during the period the agreement for Supply of electricity remains in force. The validity of BG in no case should be less than 3 years. The entry of security deposited by the consumer may be made in the A&A form in the space provided for the purpose.
- 114) The consumer shall deposit cost towards expenditure for supply of electricity as per HPERC (Recovery of expenditure for supply of electricity) Regulations, 2012 as amended from time to time. The amount deposited must be entered in the A&A form in the space provided for the purpose.
- 115) The cost of dedicated feeder/joint feeder along with bay and associated equipment at both ends (if any), as the case may be, will have to be borne by the consumer as per HPERC (Recovery of expenditure for supply of electricity) Regulations, 2012 as amended from time to time. Cost of all these components will be intimated to the consumer by the Competent Authority of HPSEBL.
- 116) The cost of the whole or part of the service line/equipment paid by the consumer and maintained by the HPSEBL/consumer as per HPERC Regulations, shall remain the property of HPSEBL and HPSEBL shall have the right to make use of the service line/equipment for extending power supply to other consumer(s) in the vicinity or for any other purpose.
- 117) The consumer will have to build up the load to the extent of load sanctioned /contract demand within a period of two months of readiness of HPSEBL failing which the charges will be levied as per provision of H.P. Electricity Supply Code, 2009 as amended from time to time.
- 118) The metering of the consumer shall be done as per Central Electricity Authority (Installations and Operation of Meters) Regulations, 2006 as amended from time to time.
- 119) Each page of all the documents must be signed by the Sub Divisional Officer concerned in token of verification. Cutting and overwriting on A&A form should be got attested by both parties i.e. the prospective consumer and the AE/AEE concerned. The A&A form shall be signed by the consumer or authorized signatory in line with the Sales Manual Instruction No.1.
- 120) A stamp paper of requisite value only crossed and words "Agreement for Supply of Electric Power attached" inscribed under the signature of the consumer should be obtained as required in the approved format of A&A form.
- 121) The consumer shall comply with the harmonics standards as specified by the Authority and for voltage levels for which harmonics standards have not been specified by the Authority, the user shall comply with the standards specified in the relevant International Electrical and Electronic Engineers regulations. In case of failure to comply the specified standards, action shall be taken as per Clause No. 2.1.9 of H.P. Electricity Supply Code, 2009.
- 122) No new supply to LT installations with induction motor(s) of capacity above 3HP and /or welding transformers above 2 kVA shall be given unless shunt capacitors of appropriate ratings are installed to the entire satisfaction of the HPSEBL.
- 123) The consumer shall abide by the provisions of Electricity Act, 2003, all applicable laws, conditions of supply, General Conditions of Tariff and Schedule of Tariff, Supply Code, rules,

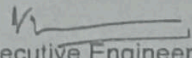
24

- enforced under applicable laws by HPERC/CEA/Govt. of India/Govt. of H.P. and any other instructions/circulars issued by HPSEBL Ltd from time to time, and as amended from time to time, for equitable and efficient distribution of electric energy.
- 124) The HPSEBL reserves the right to impose any restrictions depending upon the loading conditions of the feeding substation and availability of power as may deem fit to regulate the supply in the most efficient manner..
- 125) It is mandatory for the consumer to use BEE Star labeled (with minimum 4 Star rating) motor pump set and ISI/BIS power capacitors, foot/reflex valves etc. as per Govt. of H.P., MPP & Power Deptt. Order
- 126) The supply of electricity shall not be commenced by HPSEBL for HT and EHT supply voltage unless the permission from Electrical Inspector is obtained by the consumer to commence or recommence the supply after an installation has been disconnected for six months. The consumer will have to abide by the CEA (Measures relating to safety and electric supply)
- 127) During winter months i.e. from November to March, in case there is shortage of power, which otherwise is not a general phenomenon, the release of power will depend upon its availability and
- 128) HPSEBL will not be held responsible for any loss to the consumer as a result of any breakdown, shutdown (whether planned or emergency) or restriction power etc.
- 129) All other codal formalities may be completed before release of load/ contract demand. One copy of the document be sent/uploaded for reference and record after release of load/ contract demand.
- 130) Other specific conditions of line/sub-station to be commissioned or any other case specific conditions, if any, are attached at Annexure-I:


Sr. Executive Engineer
Electrical Division, HPSEBL, Kullu.
(01902-222651) xenedkullu@gmail.com

copy forwarded to the following for information and necessary action-

- 1 The Chief Engineer (OP), Central Zone HPSEBL, Mandi (H.P.).
- 2 The Chief Engineer (SO), HPSEBL Shimla-4 (H.P.).
- 3 The Chief Engineer (ES), HPSEBL Hamirpur, Distt. Hamirpur (H.P.).
- 4 The Chief Engineer (System Planning), HPSEBL Shimla-4 (H.P.).
- 5 The Superintending Engineer (OP), Circle HPSEBL Kullu.
- 6 The Assistant Engineer, Electrical Sub-Division Jari w.r.t his office letter no. HPSEBL/Jari/C-2/2025-26-668 dated 05-07-2025 It is requested to ensure the completion all codal formalities as per Application & Agreement form and Sales Manual and any amount due from consumer may be recovered before release of electricity connection.
- 7 DA: - 01No. Consumer file.
- 7 Company APTS Green Power Pvt. Ltd., Garahan 175105, (H.P)


Sr. Executive Engineer
Electrical Division, HPSEBL, Kullu.
(01902-222651) xenedkullu@gmail.com

S.C.O. Compliance Done -



HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED

SERVICE CONNECTION ORDER

SCO No. 2000949078

SCO Issue Date : 24.07.2025

To,

Junior Engineer
Electrical Section, HPSEBL

Service Connection Order is hereby issued for providing electricity connection to the consumer as per the following details. You are requested to install the connection at the earliest and submit SCO compliance report.

Consumer Name: APTS Green Power Ltd

Consumer ID 200014000622

Father's Name : Jitender Singh

Sanctioned Load: 58

Address : Grahan, 175105, (H.P)

Contract Demand: 50

Tariff Category : Bulk Supply Two Part

Mobile No: +917018099343

Asst. Engineer
Elect. Sub Division
H.P.S.E.B.L. Jari
Distt. Kullu (H.P)

-----SCO Compliance Report-----

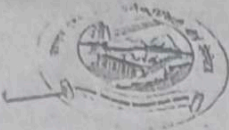
General Connection Details

Sub-Station Name	33/11 KV, Jandi	Feeder Name	11 KV, Manikaran
DTR Name	J3317 - AP.1	Service Line Type	3/2 core PVC.
Size of Service Wire		Length of Service Line	
Connection Phase		Connected to Phase Wire	R, Y, B.
Connected to Insulation Test between Phases		Longitude of Location	
		Latitude of Location	

Meter Details

Meter Owned By	Consumer	Meter Manufacturer	HPL
Meter Serial number	304791	Meter Type	AC, 3φ, 4 wire CT-PT operated static EM
Meter Accuracy Class	0.5 S	Current Rating of Meter	
Meter Phase	3φ	MDI/MF	MF = 3.
Dial	08.	MSR Number	
MTC Seal Number		MNT Seal Number	
MDR Seal Number		CA-21 Number	
CA-22 Number			

26



HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED
(A State Government Undertaking)

NO.HPSEBL/KED/Comm-23/200014000622.2025-26³⁵⁴⁴/₅₁ Dated: - 14-07-2025

LOAD SANCTION ORDER

APPLICATION NO: ..000949078

As per provisions contained in Instruction No. 13 of HPSEBL Sales Manual Part-1(revised up to 17 10 2017) , its subsequent amendments and revised D.O.P. vide Sales Circular No. 26/2019 dated 28.01.2019 issued by Chief Engineer (Comm.) HPSEBL sanction is hereby accorded for a load of 58 kW with a contract demand of 50 kVA at 11 kV supply voltage from 33/11 KV Jari Sub-Station in respect of Company APTS Green Power Pvt. Ltd. under Bulk Supply Two Part Tariff Category for the Construction power for Hydro-E purpose at Garahan,175105 (H.P) subject to the compliance of following conditions:-

- 27) The load can be released at 11 kV supply voltage from 33/ 11 KV jari Sub-Station after completing codal formalities. The recovery of expenditure for supply of power shall be as per HPERC (Recovery of Expenditure for supply of Electricity) Regulations, 2012 as amended from time to time.
- 28) The consumer has to submit proof of ownership /occupancy of the premises for which electricity connection is being applied for. It should be ensured to obtain proper documents before release of load to the consumer.
- 29) The Power Availability Certificate, if applicable, for the load applied has been issued vide PAC No. Nil dated Nil for a load of Nil kW with a contract demand of Nil kVA at Nil kV supply voltage from Nil Sub-Station and is valid for a period of three (3) years from the date of issuance.
- 30) Authorization to sign on behalf of company (i.e. Resolution of Board of Directors of the company, duly attested , authorizing the person to sign the papers / agreements on behalf of company along with attested signatures of the authorized person) should also be obtained and verified. A copy of the same be kept in the consumer file.
- 31) In case of applications for electric connections falling under Planning areas, Municipal Corporations, Nagar Panchayats and other local bodies where TCP Act, 1977 is applicable, the connection shall be released to the consumer as per provisions of Supply Code,2009 and documents as approved by Commission vide order dated 24.08.2022.
- 32) The power will be made available on the basis of self- certified declaration/ undertaking given by the consumer at the time of sanction of load. In case of non-fulfillment of statutory provisions/ approvals/ clearances from Govt. (Central/ State) Departments and other statutory bodies, the connection shall be disconnected without intimation, as agreed in the declaration/ undertaking.
- 33) In case of drawl of power in excess of the Contract Demand sanctioned or addition in connected load without approval of HPSEBL., the firm will be liable to pay penalty for over drawl as notified from time to time. This shall be without prejudice to HPSEBL's right to assess such violation under Section 126 of Electricity Act.
- 34) The supply during peak load hours (6:30 F.M to 10 P.M) shall be governed by the additional conditions as specified in the H.P. Electricity supply Code & Tariff Order approved by HPE.

it should be ensured before release of load that the initial security for the sanctioned demand shall be deposited by the consumer as per regulation. The amount payable towards Security Deposit shall be in the form of Cash/ Demand Draft (D.D.) drawn in favour of the concerned Sub-Divisional Officer.

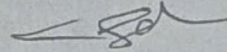
The firm may opt to furnish the security in the form of Bank Guarantee in place of cash deposit where the amount payable towards security deposit exceeds Rs.25.00 lac and the same shall remain valid during the period the agreement for Supply of electricity remains in force. The validity of BG in no case should be less than 3 years. The entry of security deposited by the consumer may be made in the A&A form in the space provided for the purpose.

- 36) The consumer shall deposit cost towards expenditure for supply of electricity as per HPERC (Recovery of expenditure for supply of electricity) Regulations, 2012 as amended from time to time. The amount deposited must be entered in the A&A form in the space provided for the purpose.
- 37) The cost of dedicated feeder/joint feeder along with bay and associated equipment at both ends (if any), as the case may be, will have to be borne by the consumer as per HPERC (Recovery of expenditure for supply of electricity) Regulations, 2012 as amended from time to time. Cost of all these components will be intimated to the consumer by the Competent Authority of HPSEBL.
- 38) The cost of the whole or part of the service line/equipment paid by the consumer and maintained by the HPSEBL/consumer as per HPERC Regulations, shall remain the property of HPSEBL and HPSEBL shall have the right to make use of the service line/equipment for extending power supply to other consumer(s) in the vicinity or for any other purpose.
- 39) The consumer will have to build up the load to the extent of load sanctioned /contract demand within a period of two months of readiness of HPSEBL failing which the charges will be levied as per provision of H.P. Electricity Supply Code, 2009 as amended from time to time.
- 40) The metering of the consumer shall be done as per Central Electricity Authority (Installations and Operation of Meters) Regulations, 2006 as amended from time to time.
- 41) Each page of all the documents must be signed by the Sub Divisional Officer concerned in token of verification. Cutting and overwriting on A&A form should be got attested by both parties i.e. the prospective consumer and the AE/AEE concerned. The A&A form shall be signed by the consumer or authorized signatory in line with the Sales Manual Instruction No.1.
- 42) A stamp paper of requisite value only crossed and words "Agreement for Supply of Electric Power attached" inscribed under the signature of the consumer should be obtained as required in the approved format of A&A form.
- 43) The consumer shall comply with the harmonics standards as specified by the Authority and for voltage levels for which harmonics standards have not been specified by the Authority, the user shall comply with the standards specified in the relevant International Electrical and Electronic Engineers regulations. In case of failure to comply the specified standards, action shall be taken as per Clause No. 2.1.9 of H.P. Electricity Supply Code, 2009.
- 44) No new supply to LT installations with induction motor(s) of capacity above 3HP and /or welding transformers above 2 kVA shall be given unless shunt capacitors of appropriate ratings are installed to the entire satisfaction of the HPSEBL.
- 45) The consumer shall abide by the provisions of Electricity Act, 2003, all applicable laws, conditions of supply, General Conditions of Tariff and Schedule of Tariff, Supply Code, rules,

28

and any other instructions/circulars issued by HPSEB from time to time, and as amended from time to time, for equitable and efficient distribution of electric energy.

- 46) The HPSEBL reserves the right to impose any restrictions depending upon the loading conditions of the feeding substation and availability of power as may deem fit to regulate the supply in the most efficient manner..
- 47) It is mandatory for the consumer to use BEE Star labeled (with minimum 4 Star rating) motor pump set and ISI/BIS power capacitors, foot/reflex valves etc. as per Govt. of H.P., MPP & Power Deptt. Order
- 48) The supply of electricity shall not be commenced by HPSEBL for HT and EHT supply voltage unless the permission from Electrical Inspector is obtained by the consumer to commence or recommence the supply after an installation has been disconnected for six months. The consumer will have to abide by the CEA (Measures relating to safety and electric supply)
- 49) During winter months i.e. from November to March, in case there is shortage of power, which otherwise is not a general phenomenon, the release of power will depend upon its availability and
- 50) HPSEBL will not be held responsible for any loss to the consumer as a result of any breakdown, shutdown (whether planned or emergency) or restriction power etc.
- 51) All other codal formalities may be completed before release of load/ contract demand. One copy of the document be sent/uploaded for reference and record after release of load/ contract demand.
- 52) Other specific conditions of line/sub-station to be commissioned or any other case specific conditions, if any, are attached at Annexure-I.



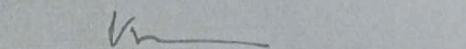
Sr. Executive Engineer
Electrical Division, HPSEBL, Kullu.
(01902-222651) xenedkullu@gmail.com

Copy forwarded to the following for information and necessary action-

- 1 The Chief Engineer (OP), Central Zone HPSEBL, Mandi (H.P.).
- 2 The Chief Engineer (SO), HPSEBL Shimla-4 (H.P.).
- 3 The Chief Engineer (ES), HPSEBL Hamirpur, Distt. Hamirpur (H.P.).
- 4 The Chief Engineer (System Planning), HPSEBL Shimla-4 (H.P.).
- 5 The Superintending Engineer (OP), Circle HPSEBL Kullu.
- 6 The Assistant Engineer, Electrical Sub-Division Jari w.r.t his office letter no. HPSEBL/Jari/C-2/2025-26-669 dated 05-07-2025 It is requested to ensure the completion all codal formalities as per Application & Agreement form and Sales Manual and any amount due from consumer may be recovered before release of electricity connection.

DA: - 01No Consumer file.

- 7 Company APTS Green Power Pvt. Ltd., Garahan 175105, (H.P)



Sr. Executive Engineer
Electrical Division, HPSEBL, Kullu.
(01902-222651) xenedkullu@gmail.com



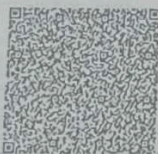
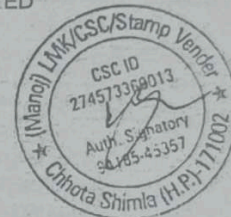
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Himachal Pradesh

e-Stamp

Certificate No. : IN-HP54101514828179X
 Certificate Issued Date : 01-Aug-2025 04:44 PM
 Account Reference : CSCACC (GV)/ hpcscg07/ HP-SMMAN0299/ HP-SM
 Unique Doc. Reference : SUBIN-HPHPCSCG0701347886347714X
 Purchased by : JITENDER SINGH AD NO 308335712932
 Description of Document : Article 5 Agreement or Memorandum of an Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : APTSGREEN POWER PRIVATE LIMITED
 Second Party : HIMURJA
 Stamp Duty Paid By : APTSGREEN POWER PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



IMPLEMENTATION AGREEMENT
 FOR GRAHAN KASOL

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

THIS IMPLEMENTATION AGREEMENT executed on the 19th day of the month of **December, 2025** (Two Thousand Twenty Five) 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;

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

1. All transactions of this Stamp certificate should be verified at www.e-stamp.com or using e-Stamp Mobile App of Stock Holders.
 2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 3. In case of any discrepancy please inform the Competent Authority.



30
Nº 03947282
0
2
4

Himachal Government Judicial Paper

AND

M/s. Aptsgreen Power Pvt. Ltd., a generating company registered under the provisions of companies Act 2013, having its Registered/Head Office, First Floor, Bell Villa, the Mall Shimla, HP- 171001 (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 Mr. Jitender Singh, who is duly authorized by the Board of Directors Resolution no. Nil dated 14.02.2025 to execute this Agreement, of the OTHER PART.

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 10.08.2015 (APPENDIX "A") to the Second Party to carry out detailed investigations of the Grahani Kasol (5.00 MW) capacity, located in District Kullu Himachal Pradesh (hereinafter referred to as "Project") and

WHEREAS, Tripartite Agreement (TA) was signed on 06.03.2025 between GoHP, M/s Dinesh Butail, and M/s. Aptsgreen Power Pvt. Ltd, to effect a change of name from M/s Dinesh Butail, to M/s. Aptsgreen Power Pvt. Ltd; and

WHEREAS, the Project is envisaged on Grahani Nala tributary of Parvati river in Beas river basin, in District Kullu (HP) between the elevations range of EL ±2110m to EL ± 1860m; and

WHEREAS the Second Party has carried out necessary detailed investigations for the Project and submitted a Detailed Project Report (DPR) for 5.00 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 Technical Concurrence (TC) to the project for 5.00 MW capacity vide their letter no. DoE/CE(Energy)/TC-Grahani Kasol/2021-4950-59 dated 09.09.2021; and

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

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

1. **STATEMENT OF IMPLEMENTATION OF PROJECT:**
Both the parties agree that the Project shall be implemented, subject to the terms and conditions mentioned in this Agreement.
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

Jtm
Special Secretary (NES)
to the Govt. of H.P.
Room-CEO HALLUR/A
Shimla-171 005



N^o 03947272
0
2
4

Himachal Government Judicial Paper

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 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) "Interconnection Point" (s) shall mean the physical touch point at sub-stations(s) of the HPSEBL/State Transmission Utility/Central Transmission Utility where the project's transmission line for evacuating the power from the project is connected to the Grid;
- (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 Clause 12 hereunder;
- (q) "Project Affected Areas" shall mean areas/ villages surrounding/ falling in the catchment/watershed areas extending from the Reservoir/Diversion Weir to the Tail Race of the Project;
- (r) "Project Cost" shall mean the actual capital expenditure on the Project incurred upto the completion of the Project including all costs incurred by the Second Party in complying with the terms of this Agreement, unless mentioned otherwise, but not exceeding the approved Project cost in the DPR as per technical concurrence accorded

Handwritten signature
 Special Secretary (NEP)
 to the Govt. of H.P.
 cum-CEO HIMURJA
 Shimla-171 002



32

(2)

No 039472C

2
0
2
4**Himachal Government Judicial Paper**

- 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" (SCOD) 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 and 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 245488 dated 30.12.2014 amounting to Rs 2,50,000/- (Rupees two lakhs fifty thousand) only @ Rs 50,000/- per MW as security (refundable) in favour of Director, HIMURJA, payable at Shimla, based on capacity in MW as per approved TC. The amount of Security Deposit shall be treated as Performance Guarantee after the commissioning of the Project, which shall be refunded to the Second Party only after successful operation of the project for 6 (six) months from Commercial Operation Date (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 GRAHAN KASOL (5.00 MW) capacity, to establish, own, operate and maintain the Project for a period of 40 (forty) years and the date shall be reckoned after 30 months (thirty) months from the date of the signing of the Implementation Agreement or from the date till which extension in Scheduled Commercial Operation Date (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

pm
Special Secretary (NEE)
to the Govt. of H.P.
C/O - CEO HIMURJA
SHIMLA-174 000



N^o 03947252
0
2
4**Himachal Government Judicial Paper**

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.

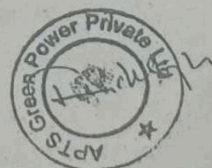
5. MILESTONES:**Milestones to be achieved:**

5.1 The Second Party agrees to implement the project strictly as per the milestones stipulated by the First Party.

Following milestones shall be achieved by the Second Party, failing which consequential action as mentioned shall be taken by the First Party:-

Sr. No.	Milestones	Time Period	Consequential Action
1.	Date of signing of this agreement (Implementation Agreement)	Date 19 th Dec. 2025	
2.	Application for connectivity & Long Term Open Access (LTOA) Agreement with HPPTCL/HPSEBL.	Within 1 month from the date of signing of IA.	Extension up to a maximum of 1 month for the reasons beyond the control of Second Party. If the Second Party fails to achieve the milestone even within extended time, allotment of Project shall be cancelled with the forfeiture of all deposits.
3.	Signing of Connectivity Agreement & Long Term Open Access (LTOA) Agreement with	Within 4 months from the date of signing of IA	Extension up to a maximum of 3 months for the reasons beyond the

Special Secretary (P.E.)
to the Govt. of H.P.
Civil-CEO MITAURJA
Ch.No-171 009



34

9

No 0394724

2
0
2

Himachal Government Judicial Paper

	HPPTCL/HPS/IBL		control of project developer. If project developer fails to achieve the milestone even within extended time, allotment of project shall be cancelled with the forfeiture of all deposits.
4.	Achieving Zero date	Within 6 months from the date of signing of IA.	Extension up to a maximum period of 6 months for the reasons attributable to the Second Party subject to deposit of an extension fee Rs. 20,000 per MW per month (extension for the period of delay on account of reasons beyond the control of Second Party shall be allowed without imposition of extension fee subject to satisfaction of the First Party), failing which, allotment of Project shall be cancelled with forfeiture of all deposits.
5.	Scheduled Commercial Operation Date (SCOD) of the Project	Zero date plus construction period allowed as per TC plus extension of time granted by First Party, if any.	Delays during construction period on account of the reasons beyond the control of Second Party shall be considered if applied with full justification within six months from the COD of the Project and shall be

Special Secretary (NES)
to the Govt. of H.P.
Civil-CEO HIMURJA
SHIMLA 174 000



35

16

Nº 0394723

2
0
2
1

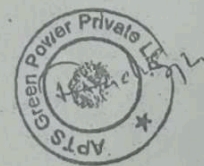
Himachal Government Judicial Paper

			condoned/adjusted only after satisfaction of the appropriate competent authority of the First Party within six months from the receipt of application. SCOD of the project shall not be revised beyond synchronization of any one unit.
6.	Commercial Operation Date (COD) of the Project	Actual date when last unit of the project commences commercial operation.	Incentive/Disincentive as per Clause No. 4.1.1.1 A (xlii & xliii) of Swaran Jayanti Energy Policy-2021 and as amended from time to time.
7.	Handling over of the Project to the Government	The date determined on completion of 40 years from the Scheduled Commercial Operation Date (SCOD)	Action as deemed fit.

Notes:

- a. In case, the Second Party is unable to achieve Financial Closure within the time limit specified above for achieving zero date, the Second Party agrees to start construction work on the project positively within the time limit specified above by investing from its equity component. The Financial Closure shall be concluded within six months of start of the construction work on the project after achieving Zero Date.
- b. In case, unit-wise construction schedule approved is different for different units of the project, then unit wise SCOD will be considered and it will be for calculation of disincentive / penalty only and it will not redefine the project SCOD as defined above. The Second Party shall not be entitled for any benefit with respect to transfer of project after completion of the agreement period by referring to unit wise SCOD.
- c. Reasons for condonation of delay in achieving various milestones not attributable to

Special Secretary (NEC)
to the Govt. of H.P.
Om-CEO HEMFJA
Circle-174 OGD



36

N^o 03947222
0
2
4

Himachal Government Judicial Paper

the Second Party shall be considered and decided by the First Party.

5.2. Submission of reports/documents:

The Second Party shall submit the following reports and documents to the First Party at the time of start of construction, during construction and at O&M stage of the project.

5.2.1 At the time of start of construction:

- i) Project related agreements including in particular the Construction Contracts / EPC Contract, if any, the Financing Documents and the O&M Contract, if any, in a soft copy.
- ii) The Second Party shall ensure that these Project related agreements do not in any way hold the First Party liable to the Second Party or any Contract in any manner whatsoever and shall be without prejudice to the rights of the First Party.
- iii) Documents on Quality Plan and Safety measures to be adopted at site indicating the procedure, organization charts depicting the hierarchy of personnel deployed for Safety, QA and QC with their designated role both internal and an independent third party. The third party inclusion is particularly required in respect of hydro-mechanical components (Gates, Hoisting Arrangement etc.), Steel Liner & Penstock w.r.t. Ultra-Sonic/Radiographic, DPT (Dye Penetration Test), Spectroscopy and Hardness Test etc. and for Electro-mechanical components.
- iv) Important design parameters/specifications for civil works of the project.

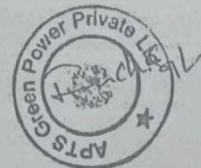
5.2.2 During Construction Stage:

- i) Monthly hydrological and meteorological data at the end of every calendar month.
- ii) Quarterly Status of Employment at the end of every calendar quarter on the prescribed format.
- iii) Quarterly physical and financial progress report at the end of every calendar quarter on the prescribed format along with videography covering various construction activities of the Project in that quarter. Such progress report and video recording shall be provided not later than fifteen days after the close of each quarter.
- iv) Quarterly reports on quality and safety measures undertaken/ adopted, supported with documentary proofs in the form of photographs, videography and test reports etc. at the end of every calendar quarter.
- v) Inventory of hydro-mechanical and electro-mechanical equipment with manufacturer manuals indicating the specifications to be followed strictly during construction, Operation & Maintenance stage.

5.2.3 O&M Stage:

- i) Monthly Discharge data at the end of every calendar month on the prescribed format.
- ii) Monthly report on release of environmental flow at the end of every calendar month.
- iii) Quarterly Status of Employment at the end of every calendar quarter on the prescribed format.
- iv) Pre & Post Monsoon mandatory safety inspection/ audit reports in case of large Dam project.

Special Secretary (NES)
to the Govt. of H.P.
Civil-CEO MNR/NA
Shimla-171 603



N^o 03947212
0
2

Himachal Government Judicial Paper

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 deposit capacity addition charges as per provisions of Swaran Jayanti Energy Policy, 2021.
- 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 TC 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 The First Party reserves the right to terminate the agreement if the Second Party fails to achieve the milestone as stipulated in Clause 5.1.
- 7.2 In the event it is eventually confirmed as impossible or impractical to start construction work on the project on or before the expiry of period mentioned in Clause 5.1 of this agreement, for the reasons other than those solely attributable to the First Party, the First Party reserves the right to terminate the agreement.
- 7.3 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.
- 7.4 During the operation of the Project, the Second Party shall ensure free energy to the First Party as per Clauses 12 & 19 hereafter. In the event of the Second Party (i) not being able to provide free power as per Clauses 12 & 19 to the First Party for reasons other than transmission failure, or (ii) abandons the Project, the First Party shall have the right to terminate this agreement after serving a notice to the Second Party.

8. LAND

- 8.1 The First Party shall acquire, at the request and expense of the Second Party within the provisions of Land Acquisition Act, 1894, such private lands within the State of Himachal Pradesh as may be required by the Second Party and as considered appropriate by the First Party for the implementation of the Project. The Second Party shall also be allowed to

Special Secretary (NES)
to the Govt. of H.P.
cum-CEO HIMURJA
Shimla-171 008

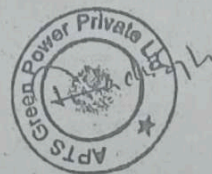


38
No 039472C2
0
2
1

Himachal Government Judicial Paper

- 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 house building, switchyard area etc. shall be taken only on lease basis at the rates approved by the Government for the agreement period. IPP shall have to adhere with the provisions of right to fair compensation and transparency in Land acquisition, rehabilitation and resettlement Act, 2013.
- 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 If the, private Land of any person/farmers are acquired for the purpose of setting up of power project (s) in the state and the 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 Gov. 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. There shall be no charges for projects upto 2.00 MW. For the projects above 2.00 MW up to 5.00 MW, the Fisheries Department will charge fisheries development funds @ 0.50 Lac per MW on whole capacity of the project. Where any development or conservation projects of Fisheries Department are impacted, separate charges as per Fisheries Department proposal is payable by the IPP. 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

Special Secretary (NER)
to the Govt. of H.P.
Gurga-GEO HIRGURJA
Gholis-174 000



N^o 039471S2
0
2**Himachal Government Judicial Paper**

affected because of the implementation of the Project, the cost of replacement thereof or of the remedial measures, as the case may be, shall be included in the Project cost. Though such facilities shall be mutually identified, listed and finally fixed within four (4) months of signing of this Agreement, the Second Party shall be responsible to make good the loss or provide remedial measures as are necessary even during Implementation of the Project. The Second Party shall not interfere with any of the existing facilities, till alternate to the facility as is finally decided for replacement, is not created.

- 9.6 The Second Party, if ROR Project, shall ensure minimum flow of 15% water immediately downstream of the diversion structure of the Project throughout the year. For the purpose of determination of minimum discharge, the threshold value of not less than 15% of the minimum inflow observed in the lean seasons shall be considered. This minimum discharge is required keeping in mind the serious concerns of the State Government on account of its fragile ecology & environment and also to address issues concerning riparian rights drinking water, health aquatic life, wild life, fisheries, silt and even, to honor 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:**
- 11.1 The Second Party shall have to provide employment to bonafide himachalis in respect of all the unskilled / skilled staff and other non-executives as may be required for execution, operation and maintenance of the project. However, the first preference will be given to oustees. In the event of non-availability of the requisite skilled manpower at various levels with requisite qualification and experience, the Second Party will be free to recruit such persons from outside the state.
- 11.2 The Second Party shall satisfy that the contractors/sub-contractors engaged by them for the project shall give employment to local people / himachalis for appointment as supervisors, workmen and labourers / workers in the project. The engagement of minimum himachalis in the project shall be as per the Industrial Policy of the State Government.
- 11.3 In regard to direct recruitment of engineers and other executives, other things being equal in terms of eligibility criteria, qualification, experience etc., the project

dm
Special Secretary (R&S)
to the Govt. of H.P.
Room-CEO HEMUR/A
Shimla-171 005



40
N^o 03947182
0
2
1

Himachal Government Judicial Paper

developer shall give preference to the candidates well conversant with customs, culture, language and dialects of Himachal Pradesh.

- 11.4 The Second Party shall ensure that during the deployment of himachalis in respect of executive/non-executive/workmen (skilled / unskilled) categories at any stage of the project implementation, if it is not possible to recruit 100% staff from himachalis for justifiable reasons, only then the project developer shall maintain not less than 80% of the total employees/officers/executives from bonafide himachalis persons as per State Industry Policy.
- 11.5 The Second Party shall provide employment as per the provision of R&R plan duly approved by the competent authority.
- 11.6 The petty contracts of the road work, retaining walls, buildings construction, carriage of construction material like sand, aggregate, cement, steel etc, engagement of all categories of other service providers, taxis for the staff deployed to the sites, engagement of other light and heavy vehicles, running of canteens / mess engagement of security personnel through ex- servicemen shall normally be awarded to locals / Himachalis.
- 11.7 The Second Party shall also provide training programme to the locals affected by the project so that they are in a position to get employment in respect of various technical/administrative jobs in the Project.

12. ROYALTY TO GOVERNMENT:

The Second Party shall provide royalty to the Government of Himachal Pradesh in the form of free power from the project at the rate of twelve percent (12%) uniformly, in addition to one percent (1%) free power towards the Local Area Development Fund (LADF), with effect from the date of synchronization of the first unit and continuing for the entire period of this Agreement.

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

Special Secretary (G&E)
to the Govt. of H.P.
cum-CEO HIMURJA
S.No. 471/000



N^o 03947172
0
7**Himachal Government Judicial Paper**

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 Swaran Jayanti Energy Policy 2021 and its subsequent amendments from time to time.

Obligations of the First Party:

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

14. POWER EVACUATION:

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

15. FORCE MAJEURE:

- 15.1 Notwithstanding the provisions of the clauses 3 & 7 above, the Second Party shall not be liable for 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

jm
Special Secretary (L1)
to the Govt. of H.P.
CUM-CEO HEMURVA
Shimla-171 008



42

(17)

N^o 03947162
0
2
4**Himachal Government Judicial Paper**

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

15.3 If a Force Majeure situation arises, the Second Party shall promptly inform the First Party in writing of such conditions and the cause thereof. Unless otherwise directed by the First Party writing, the Second Party shall continue to perform its obligations under the agreement, as far as is reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the Force Majeure event.

15.4 In the event, a Party is rendered unable to perform any obligation required to be performed by it under this agreement by Force Majeure, the particular obligations shall, upon information to the other Party be suspended for the period of Force Majeure. The time for performance of the relative obligations suspended by Force Majeure shall be extendable by the period of delay which is directly attributable to Force Majeure.

16. RESOLUTION OF DISPUTES:

16.1 The Parties shall attempt to resolve any dispute in relation to, arising out of or connection with the agreement (hereinafter referred to as the Dispute) by mutual discussions.

16.2 Any difference and/or disputes arising at any time between the parties out of this IA or interpretation thereof shall be endeavored to be resolved by the parties hereto by mutual negotiations, failing which the matter shall be referred to a two tier Grievance Redressal Process. The matter shall be addressed by the Departmental Grievance Redressal Committee constituted by the First Party under the Chairmanship of Chief Executive Officer, Himurja, Shimla. In case the issue remains unresolved to the satisfaction of the Second Party, the matter shall be referred to a State Level Committee. If the Second Party is still not satisfied with the verdict, the dispute shall be subject of the jurisdiction of Civil Courts in Himachal Pradesh.

16.3 During the pendency of the such proceedings, both Parties shall continue to perform their respective obligations under this agreement, unless the performance of such obligation itself is subject of such proceedings.

16.4 No party shall be considered to be in default under this Implementation Agreement any breach of any of the terms thereof due to the imposition of restrictions and onerous regulations by any Government or statutory authority or agency or other cause beyond its reasonable control.

16.5 All legal proceedings arising in connection with this agreement shall be subject to the jurisdiction of the Himachal Pradesh High Court and its subordinate courts in the State of Himachal Pradesh irrespective of the place of performance/execution of the Agreement.

Joint
Special Secretary (NES)
to the Govt. of H.P.
GEO HIMACHAL
SHIMLA



N^o 03947152
0
2
4

Himachal Government Judicial Paper

17. TRANSFER OF EQUITY:

17.1 In case of Non-Himachalis:

The Second Party (Non-Himachalis) implementing Hydro-Electric Projects are permitted to transfer the ownership by way of selling their equity stakes upto 100% during the implementation of the project in the name of any third party at any stage which is possessing equivalent or higher technical and financial strengths. However, there will be no restriction in respect of transfer of the project after commissioning. This provision will be applicable to projects of all sizes up to 5MW.

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

17.2 In case of Himachalis

Transfer of shares from Himachali to Himachali promoters:

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

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

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

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

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

J. M.
Special Secretary (NEP)
to the Govt. of H.P.
C/O. CEO HIMACHAL
Shimla-174 009



44
N^o 03947142
0
2
4

Himachal Government Judicial Paper

- 17.5 In case the Second Party changes the name of the company/change shareholding within permissible limit without prior approval of the Government, penalty as per Swarn Jayanti Energy Policy 2021, and its subsequent amendments from time to time for each change shall be payable by the Second Party.
- 17.6 In case of death of any of the promoters the shares will be transferable to his legal heir(s) after approval of the First Party.
- 17.7 Transfer of equity shares by Himachali to Non Himachali / Himachali together, is allowed within the percentage as prescribed herein above.
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 i) amount based on final project cost and as ii) additional 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. Esculation will be included when the revised TEC is given. As the entire cost is included in calculating tariff for PPAs as per regulatory guidelines, it would be appropriate to follow the same guidelines for calculating the LADF contribution. Therefore, the total cost as per TEC will be taken as basis for calculating LADF contribution. It would be adjusted as and when TC is revised in the course of project construction/completion.
- 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:

Special Secretary (NES)
to the Govt. of H.P.
C-10, CFO, HIMACHAL
SHIMLA-171 009



N^o 039471E2
0
2**Himachal Government Judicial Paper**

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

19.3 REALIZATION OF LADF CONTRIBUTION:**19.3.1 Prior to Commissioning of Project:**

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

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

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 i) and ii) above, the Second Party shall be liable to pay interest on the due amount of LADF @ 12% per annum.

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

19.3.5 The expenditure incurred by the developer on various activities executed on the demands of local villages/Project Affected Area/Zone, shall be liable for adjustment against the dues of LADF as defined in the Swarn Jayanti Energy policy 2021.

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 normal free power. The amount equivalent to average net realization per unit multiplied by the number of units for which 1% is to be paid will be placed at the disposal of LADC annually. The average price per unit will be worked out on the basis of net proceeds of total free power sale by GOHP divided by the total number of units involved, after allowing 2 paise per unit to be retained by the State government as the expenses of Directorate of Energy. The provision for the

Jsh
Special Secretary (NES)
to the Govt. of H.P.
cum-CEO HIMURTA
Shiloh-474 000



46

28

N^o 03947122
0
2
4**Himachal Government Judicial Paper**

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

- a) 50% of the total amount of LADF will be divided amongst the Gram Panchayats in proportion to the land acquired in each Gram Panchayat for equal distribution among the PAFs.
 - b) Balance 50% of the total amount of LADF to be divided to all the families in PAA equally.
20. **Tariff Determination:**
The tariff shall be determined by HPERC with respect to date of achieving COD of the project instead of the date of signing of IA. However, this condition shall be applicable only if the project is completed within the stipulated time period as approved in Technical Concurrence (TC) after achieving the zero date except force majeure conditions or reasons not attributable to the developers.

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

ADDRESSES:

For First Party/HIMURJA

For Second Party

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

M/s. Apts Green Power Pvt. Ltd.
First Floor, Bell Villa,
the Mall Shimla, HP- 171001

Special Secretary (NES), to the GoHP-cum-
Chief Executive Officer, HIMURJA,
Block-8A, SDA Complex,
Kasumpti, Shimla (H.P.)171009

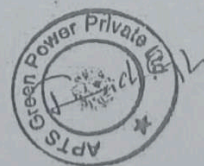
Either Party may change the address at which notice is to be delivered by duly informing the other party in writing.

22. **GOVERNING LAWS:**

The rights and obligations of the parties under or pursuant to this agreement shall be governed by and construed 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.

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



(7)

Nº 0394711

Himachal Government Judicial Paper

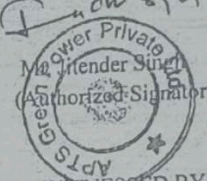
- 25. Second Party agrees that if at a later stage, it is found that some information has been suppressed or false documents have been supplied by them at the time of submission of application or subsequently, the whole responsibility will be theirs and Govt. will be at liberty to take legal action against them.
- 26. Second Party agrees that in case of any inadvertent omission or commission or mistakes, appearing in this Implementation Agreement, are liable to be rectified at any time on or after commissioning of the project to bring the terms and conditions in accordance with the extent of Swaran Jayanti Energy policy 2021 and its amendments/Guidelines of the State Government that may be enforced from time to time.

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

For and on behalf of
Government of Himachal Pradesh

For and on behalf of
M/s. Aptsgreen Power Pvt. Ltd.

Kamal Kant Saroch
Kamal Kant Saroch, (IAS)
 Special Secretary (NES)
 Cum. CEO Himurja
 cum-CEO HIMURJA
 Shimla-171 009
 WITNESSED BY:

Maninder Singh

 WITNESSED BY:

- 1. *(N.S. CHAUHAN)*
P.D., Himurja
- 2. *(D.N. Sharma)*
(P.O., HIMURJA)

- 1. *Ram Lal Singh Bahau Ram*
Wishespuria - Binyat Tal-Saskeyhet Distt) Mandi
(H.P.)
- 2. *Jitendra Sharma*
Village Balla, P.O. Tikot Barjua
District Kullu (H.P.)

48

(P)

¹[The Himachal Pradesh Electricity Regulatory Commission (Promotion of Generation from the Renewable Energy Sources and Terms and Conditions for Tariff Determination) Regulations, 2017]

Amended, repealed and otherwise affected by-

1. (First Amendment) Regulations, 2017 notified vide the Not. No. HPERC/428 dated 07.05.2018 published in R.H.P. dated 18.05.2018 at p. 1595-1596.
2. (Second Amendment) Regulations, 2019 notified vide the Not. No. HPERC/428 dated 28th January, 2019 published in R.H.P. dated 30th January, 2019 at p. 7835-7843.
3. (Third Amendment) Regulations, 2019 notified vide the Not. No. HPERC/428 dated 11th November, 2019 published in R.H.P. dated 18th November, 2019 at p.7983-7995.
4. Corrigendum (Third Amendment) Regulations, 2019 dated 28th November, 2020, published in R.H.P. dated 1st December, 2020 p. 5512-5513.
5. (Fourth Amendment) Regulations, 2020 notified vide the Not. No.HPERC/428 dated 8th September, 2020 published in R.H.P. dated 15th September, 2020 at p. 3561-3570.
6. (Fifth Amendment) Regulations, 2020 notified vide the Not. No.HPERC/428 dated 20th November, 2020 published in R.H.P. dated 24th November, 2020 at p. 5421-5423.
7. (Sixth Amendment) Regulations, 2023 notified vide the Not. No.HPERC/428 dated 27th January, 2023 published in R.H.P. dated 1st February, 2023 at p. 9640-9644.
8. (Seventh Amendment) Regulations, 2023 notified vide the Not. No.HPERC/428 dated 22nd September, 2023 published in R.H.P. dated 26th September, 2023 at p. 7779-7791.

NOTIFICATION

Shimla, the 16th November, 2017

No. HPERC/428.—WHEREAS the Himachal Pradesh Electricity Regulatory Commission (Promotion of Generation from the Renewable Energy Sources and Terms and Conditions for Tariff Determination) Regulations, 2012, specified norms and other provisions for the Renewable Energy projects for the control period extending upto 30-09-2017 and thus it has become necessary to put in place the new regulations commencing from 01-10-2017;

AND WHEREAS the Commission, as required under sub-section (3) of Section 181 of the Electricity Act, 2003 (36 of 2003), read with rule 3 of the Electricity (Procedure for Previous Publication) Rules, 2005, has published the draft regulations in Rajpatra, Himachal Pradesh dated 19-08-2017, and uploaded the same on the Commission's website, for information of all the persons likely to be affected and also invited, within twenty one days from the aforesaid publication in Rajpatra, Himachal Pradesh, the public objections/suggestions by way of insertions in newspapers "The Tribune" and "Amar Ujala" dated 20th August, 2017. The said period of 21 days allowed for submission of

¹ Published in R.H.P. dated 23rd November, 2017 at p. 8149-8179.

for the same shall be obtained by the licensee from the Commission before according approval to any such arrangement.

6. **Grid Connectivity.**—Mechanism for grid connectivity shall be as under—
- (a) the renewable energy generator shall construct, operate and maintain the project line(s) at his cost;
 - (b) the licensee shall, at the cost of renewable energy generator, provide, operate and maintain the interconnection facilities;
 - (c) the transmission licensee and/or the distribution licensee shall bear the cost of augmentation/establishment of network beyond the inter-connection point under the CAPEX PLAN and the new or the augmented network shall form part of the assets of the transmission or the distribution licensee, as the case may be.
7. **Coordination Committee.**—The Commission may constitute a coordination committee to facilitate coordination among the State Transmission Utility, transmission licensee, distribution licensee, HIMURJA and Directorate of Energy of the State Government for evacuating power from renewable energy projects.

CHAPTER-III TARIFF DETERMINATION GENERAL PRINCIPLES

8. **Power Purchase Agreement.**—(1) In case of the projects covered under these Regulations, the renewable energy generator or the distribution licensee may offer to sell/purchase power in any of the following manner:—
- (i) for the entire tariff period starting from the date of commencement of operation of the project, or for the balance tariff period in case of enhancement of the capacity of the project at the later stage by availing any of the available tariff option under regulation 13;
 - (ii) for the mutually agreed period(s) under the REC mechanism;
 - (iii) for the residual part of the tariff period, after having sold power initially under the REC mechanism, in accordance with the provisions of regulation 16;
 - (iv) in any other manner as may be mutually agreed in accordance with provisions of these Regulations:

Provided that the distribution licensee shall endeavour to procure power through competitive bidding, which, to start with, may be done separately for each type of renewable technology:

Provided further that in accordance with the Tariff Policy notified by Ministry of Power, Government of India, the distribution licensee has to procure the entire net saleable power from the waste to energy plants in the State at the tariff determined by the Commission under section 62 of the Act and such plants have also been excluded from the competitive bidding process for tariff determination.

- (2) In the event of their arriving at a mutual understanding on various issues of the power purchase agreement, including the tariff option under regulation 13, the parties shall file a joint petition before the Commission for approval of the proposed power purchase

agreement and shall execute the requisite power purchase agreement after approval of the Commission;

¹[Provided that if the parties have arrived at a mutual understanding on the various issues of the power purchase agreement, as aforesaid, and the renewable energy generator requires in principle approval for purchase of power by the distribution licensee to achieve the Zero Date or financial closure, the distribution licensee may, in first instance, grant such approval within the framework of State Hydro Policy of the State Government, subject to the following conditions, namely:—

- (a) such an approval shall also incorporate the outer date upto which it shall remain valid, which shall be fixed keeping in view the status and progress of the project towards achieving financial closure, but shall in no case, extend beyond the time line for achieving zero date/financial closure as stipulated in the first implementation agreement for that project;
- (b) the in principle approval so granted shall automatically lapse if the developer fails to file joint petition for approval of the PPA within such outer date, unless the Commission grants extension of the validity period in accordance with the succeeding clause(c); and
- (c) in case the renewable energy developer seeks any extension of the validity period of the in principle approval accorded to him as per the above provisions, he may, before the expiry of the validity period, file a petition before the Commission for such extension upto an outer date of his achieving zero date or financial closure:

Provided further that the distribution licensee shall expeditiously fix such outer dates in all such cases where any such in principle approvals for purchase of power from SHPs have already been issued under the State Hydro Policy on or before 11-02-2019 and shall also modify such approvals suitably.]

9. Control period or review period.—²[(1) The Commission shall fix the durations of the control period(s) for the respective Renewable Energy Technologies under these regulations from time to time:

Provided that the first control period for the small hydro projects under these Regulations shall start from the 1st October, 2017 and shall end on the 30th September, 2019:]

³[Provided further that the second control period for the small hydro projects under these regulations shall start from 1st October, 2019 and shall end on 31st March, 2020:]

¹ Sub. for proviso vide not. No. HPERC/428 dated 28th January, 2019, published in R.H.P. dated 30th January, 2019 at p. 7835-7843 and before its substitution it stood as under-

“Provided that if the parties have arrived at a mutual understanding on the various issues of the power purchase agreement, as aforesaid, and the renewable energy generator requires a power purchase agreement to achieve the financial closure of the project, the parties may file joint petition for approval of the proposed power purchase agreement before the financial closure.”

² Sub. for vide not. No. HPERC/428 dated 28th January, 2019, published in R.H.P. dated 30th January, 2019 at p. 7835-7843 and before its substitution it stood as under-

“(1) The control period for the small hydro projects under these Regulations shall start from the 1st October, 2017 and shall end on the ²[31st day of March, 2019 or the date of commencement of the new Renewable Energy Regulations framed by the Commission, whichever is earlier];

Provided that the technology specific parameters for the renewable energy sources, other than small hydro projects, may be fixed for such durations and reviewed at such intervals, as the Commission may find appropriate in accordance with regulation 18.”

³ Ins. vide Not. No. HPERC/428 dated 11th November, 2019 published in R.H.P. dated 18th November, 2019 at p. 7983-7995.