

**BEFORE THE HON'BLE NATIONAL GREEN
TRIBUNAL PRINCIPAL BENCH AT NEW DELHI)**

252

ORIGINAL APPLICATION NO. 98 OF 2026

IN THE MATTER OF:

Chandresh Kumar & Others

.....APPLICANTS

VERSUS

State of Himachal Pradesh & Others

.... RESPONDENTS

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For Respondent No. 9

Dated:- 25/4/26

Gold Indus
Through Counsel

Place: Palampur Varun Kant Sharma Advocate

Advocate



BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL (PRINCIPAL BENCH AT NEW DELHI) 1 256

ORIGINAL APPLICATION NO. 98 OF 2026

IN THE MATTER OF:

Chandresh Kumar & Others

.....APPLICANTS

VERSUS

State of Himachal Pradesh & Others

.... RESPONDENTS

**REPLY ON BEHALF OF THE RESPONDENTS
NO. 9.**

PRELIMINARY OBJECTIONS:

1. That at the very outset, the present Application is not maintainable either in law or on facts. The Applicants have failed to establish any direct legal injury or locus beyond vague and generalized environmental concerns. The Application is based on assumptions, conjectures, and unverified allegations rather than cogent scientific or statutory evidence.
2. That the Applicants have deliberately suppressed material facts, including the statutory approvals duly obtained by the Project Proponents under applicable environmental, forest, and wildlife laws. The

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Oath Commissioner
PALAMPUR (H.P.)

Application presents a selective and misleading narrative intended to create unwarranted apprehension.

3. That no real or substantial cause of action arises for adjudication. The allegations of environmental harm are speculative and not supported by any expert study, technical report, or verified data.
4. The Application is barred by limitation under Section 14(3) of the NGT Act. The approvals challenged herein were granted several years prior to the filing of the present petition, and the Applicants cannot revive stale claims under the guise of a “continuing cause of action.”
5. The present Application is a misuse of the process of law and appears to be motivated, intended to stall lawful infrastructure development in the region.
6. The Application suffers from non-joinder of necessary and proper parties, including statutory authorities and technical bodies whose approvals are under challenge.
7. That it is a settled principle of law that a party against whom no relief can be claimed and who has no connection with the alleged cause of action cannot be arrayed as a respondent merely for the purpose of roping it into litigation.
8. That the present petition, insofar as it seeks to implead and proceed against Respondent Nos. 9 & 10, is not

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PALAMPUR (H.)

maintainable either in law or on facts. The petition does not disclose any cause of action against the replying Respondents, inasmuch as they have ceased to have any role, right, title, interest, or control over the project in question after its lawful transfer to a new project proponent. In the absence of any subsisting cause of action, the present proceedings against the replying Respondents are liable to be dismissed at the threshold.

9. That the hydroelectric project in question was initially allotted to the replying Respondents by the competent State Authority after due evaluation, compliance with applicable policy framework, and upon obtaining all requisite statutory and administrative approvals. The allotment was made strictly in accordance with the prevailing hydroelectric policy, after scrutiny of the technical and financial credentials of the replying Respondents.
10. That it is emphatically submitted that the allotment in question unequivocally pertains to two separate and independent hydroelectric projects, namely Grahan Kasol SHEP and Kasol SHEP, each of which has been conceptualized, appraised, and sanctioned as a distinct project in its own right. **The replying respondent is the proprietor of Grahan- Kasol SHEP.** Both projects

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Osth Commissioner
PALAMPUR (B.P.)

are backed by independent statutory and regulatory approvals granted by the competent authorities after due consideration of their individual parameters. They are governed by separate Detailed Project Reports (DPRs), which delineate their respective technical specifications, capacity, design, and operational modalities. It is further submitted that the two projects are characterized by distinct geographical and engineering features, including different elevations, layouts, and site-specific configurations, which inherently necessitate independent planning and execution. Each project follows its own implementation framework, including separate timelines, financial structuring, and compliance requirements under the applicable environmental, forest, and safety regulations. Thus, any attempt to amalgamate or treat the said projects as a single unit is wholly misconceived, legally untenable, and contrary to the established regulatory framework governing such infrastructure projects. The mere fact that the projects may share common address, or are situated in relative geographical proximity does not, in law or in fact, dilute their independent character or justify their artificial consolidation.

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Deputy Commissioner
PALAMPUR (H. I.)

11. That thereafter, owing to commercial and administrative considerations, and strictly in accordance with the applicable policy and contractual framework, the replying Respondents sought transfer of the project to a new project proponent. The said transfer was effected through a duly executed **Tripartite Agreement dated 06.03.2025** between the State Government, the replying Respondents, and the new entity namely **M/S Aptsgreen Power Private Limited**, with prior approval of the competent authority. The copy of the Tripartite Agreement is annexed herewith as **Annexure R/9-1**.
12. That by virtue of the said Tripartite Agreement, there has been a complete and lawful **novation/substitution** of the original project proponent, whereby all rights, obligations, liabilities, and responsibilities in relation to the project stood transferred to and vested in the new project proponent.
13. That pursuant to the aforesaid transfer, the new project proponent namely **M/S Aptsgreen Power Private Limited** has executed an **Implementation Agreement (IA)** for **Grahan Kasol Small Hydro Electric Project (5.00 MW)**, District Kullu, Himachal Pradesh dated 19.12.2025 with the State Government and has taken

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Oath Commissioner
PALAM PUR (H.P.)

over the project in its entirety, including physical possession of the project site, control over all project components, and responsibility for execution and compliance. The same has been approved by the Government of Himachal Pradesh, though, the approval of Government of India is still pending, the same will be conferred within the coming months. Upon execution of the Tripartite Agreement and consequent novation of the contract, the replying Respondents ceased to have any right, title, interest, or control in respect of the project. The transfer is absolute and unconditional, and the replying Respondents have no residual or continuing obligations whatsoever. The copy of Implementation Agreement (IA) is annexed herewith as **Annexure R-9/2**.

14. That all liabilities, whether contractual, statutory, environmental, or otherwise, stand transferred to and are now exclusively borne by the new project proponent. The principle of **privity of contract** squarely applies, and no liability can be fastened upon the replying Respondents for acts occurring subsequent to the transfer.
15. That the replying Respondent has neither any access to the project site nor any participation in present project

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Gas Commissioner
PALAMU, JHARKHAND

activities. No act, omission, negligence, or violation can be attributed to the replying Respondents in respect of the current execution phase of the project, and thus no liability, direct or indirect, arises against them.

16. That the Petitioners were fully aware of the transfer of the project, including execution of the Tripartite Agreement and takeover by the new entity, yet have deliberately and knowingly impleaded the replying Respondents with mala fide intent. Such impleadment is clearly aimed at harassment, causing reputational harm, and exerting unwarranted pressure, and constitutes an abuse of the process of law.
17. That at the time when the project was under the control of the replying Respondents, all statutory, environmental, and regulatory requirements were duly complied with. The replying Respondents had prepared and submitted a Detailed Project Report (DPR), incorporating comprehensive safeguards relating to:
 - geological and slope stability,
 - tunneling methodology,
 - environmental impact mitigation,
 - disaster management measures, and
 - protection of surrounding habitations.
18. That all approvals, clearances, and permissions obtained during the tenure of the replying Respondents

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Oath Commissioner
PALAM TIR (H.P.)

were in accordance with law and after due scrutiny by the competent authorities. Further, it is reliably learnt that the new project proponent has undertaken modifications in the tunnel alignment and execution methodology, specifically addressing concerns relating to slope stability, vibration impact, and safety of nearby villages and habitations.

19. That it is pertinent to mention here that the controlled drilling and blasting operations at the project site were carried out in an extremely limited manner by the new proponent, confined to a mere patch of approximately 2 feet, and were undertaken strictly in compliance with the provisions of the Explosives Act, 1884 (as amended) and the Explosives Rules, 2008. At no point was there any deviation or violation of the statutory mandate. It is further submitted that the new proponent, acting with utmost bona fides and without prejudice, immediately discontinued all such operations upon receipt of the letter dated 22.01.2026.
20. That further, the competent local authority, namely the Additional District Magistrate, Kullu, has granted the requisite No Objection Certificate (NOC) for carrying out controlled blasting operations in the area vide order dated 07.06.2023. In addition, the Gram Panchayat,

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District Commissioner
PALAM (U.K.)

Kasol has also accorded its consent/NOC for 9 264
undertaking such activities within its jurisdiction.

21. That the aforesaid facts clearly establish that all drilling and blasting activities are being undertaken strictly in accordance with applicable statutory provisions and with due authorization from the competent authorities, thereby negating any allegation of illegality or unauthorized operations.
22. That the allegations raised by the Petitioners are based on outdated, incorrect, and misleading assumptions, which do not reflect the present ground realities.
23. That the Petitioners have failed to place on record any credible, scientific, or expert material to substantiate their allegations, rendering the same vague and unsubstantiated.
24. That the present proceedings, insofar as they seek to implicate Respondent Nos. 9 is liable to be dismissed at the threshold.

PRELIMINARY SUBMISSIONS

1. That it is respectfully submitted that Small Hydroelectric Projects (SHEPs), typically ranging between 1–25 MW in India, constitute an important component of decentralized renewable energy development and contribute to both State revenue

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Oath Commissioner
PALAMPUR (H.P.)

generation and local area development through **10** established statutory and policy mechanisms.

Firstly, such projects are subject to State-imposed obligations in the nature of royalty, commonly realized in the form of "free power." Under prevailing State policies, including those applicable in the State of Himachal Pradesh, project proponents are mandated to supply a specified percentage of generated electricity to the State Government free of cost. This component of free power is ordinarily structured on an escalating basis, commencing at a lower percentage during the initial years of operation and increasing progressively (for instance, from approximately 12% to 15% after a defined operational period). The State Government is entitled to commercially dispose of such power, thereby generating a sustained revenue stream. In addition, certain States, including Himachal Pradesh, have introduced levies such as water cess or usage charges on hydroelectric projects, further augmenting public revenue derived from the utilization of natural resources. Such mechanisms assume particular significance for hill States, where hydropower constitutes a principal source of non-tax revenue.

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Joint Commission
PALAMPUR (H)

Secondly, Small Hydroelectric Projects are required to contribute towards Local Area Development Funds (LADF), which are designed to ensure that tangible benefits accrue to project-affected areas (PAA). As per applicable policy frameworks, project proponents are obligated to make an upfront contribution, generally calculated as a percentage (typically between 1% and 1.5%) of the total completed project cost, towards LADF. In addition to this initial contribution, recurring contributions may also be mandated, often linked to a specified portion of the free power entitlement. The LADF is administered through designated local committees and is utilized for the development of community infrastructure and welfare measures, including but not limited to roads, educational institutions, healthcare facilities, and other public utilities, and in certain cases, for direct benefit transfers to affected families.

2. That SHEPs are structured not merely as power generation projects but as instruments of public revenue generation and localized socio-economic development, operating within a regulated framework that mandates both fiscal contributions to the State and direct benefits to affected communities.

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Dist. Commissioner
PALAMPUR (B.P.)

3. That the said projects are Build-Own-Operate-Transfer **12** (BOT) hydroelectric projects. These BOT hydroelectric projects in Himachal Pradesh, though structured as public-private partnerships granting developers concession rights (typically for about 40 years) to construct, own, and operate projects before transfer to the State, remain strictly subject to environmental compliance under the National Green Tribunal Act, 2010; while the State derives economic benefits through graded free power (commonly starting at 12% and increasing over time), upfront premiums, and contributions such as 1.5% of project cost to the Local Area Development Fund (LADF), these fiscal gains are merely compensatory mechanisms for resource use and do not constitute environmental safeguards or legal justification for non-compliance.
4. That it is respectfully submitted that, as per the latest and verified information available to the replying respondent, the new project proponent has already undertaken substantial steps towards the development of local infrastructure in Grahan Village. In this regard, the proponent has constructed a motorable road within the village at an investment of approximately ₹10 lakh, thereby significantly improving accessibility, connectivity, and ease of transportation for the local

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Oath Commissioner
PALAMPUR (P.)

5. That it is further submitted that the project proponent has also undertaken and committed to the strengthening, augmentation, and modernization of the existing power transmission and distribution infrastructure in the area in the near future. Such measures are aimed at ensuring a more stable, reliable, and efficient electricity supply to the village, which will directly benefit households as well as local economic activities.
6. The aforesaid initiatives clearly demonstrate that the project proponent is not merely engaged in project execution but is also actively contributing towards the holistic development and welfare of the local community. These steps are aligned with the principles of sustainable development and reflect a conscious effort to create long-term socio-economic benefits for the residents of Village Grahan and Village Thunja, without causing any adverse environmental impact.
7. That the Small Hydro Electric Projects will serve as a significant catalyst for employment generation in the region. During the construction phase, the project will create substantial direct and indirect employment opportunities for the local populace, including engagement of skilled, semi-skilled, and unskilled

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Oath Commissioner
PALAMPUR (H.P.)

labour for activities such as civil works, transportation, 14 site development, and ancillary services. Priority is being accorded to residents of the nearby villages, including Village Grahan and Village Thunja, thereby ensuring that the economic benefits of the project are retained within the local community. It is further submitted that upon commissioning, the project will continue to provide long-term employment opportunities, depending upon their education qualifications, in the form of operation, maintenance, security, and administrative roles. In addition, the project is likely to stimulate indirect livelihood opportunities by promoting local businesses such as small shops, transportation services, and other support services in the surrounding areas. Thus, the project not only contributes to renewable energy generation but also plays a vital role in improving the socio-economic conditions of the local population by enhancing income generation and employment prospects in a sustainable manner.

PARA-WISE REPLY ON MERITS:

PARA 1 & 2 (INTRODUCTORY SUBMISSIONS)

1. & 2. That the contents of the present paragraphs are merely introductory and descriptive in nature and, therefore, do not merit a detailed reply. However, it is

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Oath Commissioner
PALAMPUR (H...)

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emphatically denied that the Applicants possess any recognized expertise, technical qualification, or statutory authority to render opinions on complex environmental or geological issues. The averments made by them are wholly unsubstantiated, self-serving, and bereft of any scientific basis. It is further categorically denied that the Applicants are acting in the interest of public welfare or for any bona fide cause. The present application is nothing but a motivated and mala fide attempt to mislead this Hon'ble Tribunal by raising alarmist and exaggerated concerns without any credible material. The Applicants have deliberately sought to create a false narrative regarding environmental impacts with an ulterior motive, which is evident from the vague, generalized, and unsupported allegations made therein. The Applicants, despite being fully aware of the actual ground realities and the regulatory compliances undertaken, have chosen to suppress material facts and present a distorted version of events. Such conduct disentitles them from any equitable relief and renders the present application liable to be dismissed with exemplary costs.

REPLY TO PARAS UNDER "BRIEF FACTS"

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Oath Commissioner
PALAMPUR (H.P.)

1. That the contents of Para 1 of the application are misconceived, factually incorrect, and misleading, and are therefore denied in toto. It is pertinent to point out that, as per the Memo of Parties, Applicant No. 6, namely Sh. Rohit Singh, is a resident of District Una, Himachal Pradesh, and does not belong to the project-affected area. The allegations sought to be raised on behalf of the local inhabitants are thus exaggerated and lack bona fide basis. It is specifically denied that Village Thunja is uniquely vulnerable in the manner alleged or that the project poses any exceptional risk to the said habitation. The Respondent submit that all project activities are being undertaken strictly in compliance with applicable environmental safeguards, statutory norms, and conditions imposed by the competent authorities. Detailed Environmental Management Plans (EMP), disaster management protocols, and site-specific mitigation measures have been duly incorporated and are being rigorously adhered to, ensuring that no adverse environmental or ecological impact arises from the execution of the project.
2. That in reply to the contents of Para 2 of the application, it is submitted that while the dependence of

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PALAMPUR (H.P.)

local communities on natural resources is a matter of record and is not disputed, the allegations that the Project has adversely affected or is likely to affect such resources are emphatically denied. The project has been designed and is being executed with comprehensive environmental safeguards, including scientifically developed water management systems, slope stabilization measures, and conservation protocols, to ensure that natural resources remain protected. It is further submitted that the spring-fed *bawdi* (drinking water source) and the adjoining *charand* (customary grazing commons) are situated at a considerable distance of approximately 400–500 meters from the project site and lie outside the zone of influence of project activities. Consequently, there is no likelihood of any disturbance or adverse impact upon these resources. The same is substantiated by the Google Maps imagery annexed herewith as **ANNEXURE R-9/3**. It is also pertinent to submit that, during the pendency of the present application, the replying respondent sought specific clarifications from the new project proponent regarding the nature and extent of works being undertaken. In response, it has been categorically informed that the existing slope stability and natural terrain will not be disturbed in any

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PALAMPUR (H. P.)

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manner. As per the revised and proposed execution **18** plan by M/s Aptsgreen Power Private Limited, water shall be conveyed through M.S. pipes supported on anchor saddles along the riverbed alignment falling beneath Village Grahan and Village Thunja. This method eliminates the need for intrusive construction activities. It is categorically submitted that no blasting, mining, or any other disruptive activity is being or will be carried out within the limits of Village Grahan or Village Thunja. The execution methodology has been consciously designed to minimize environmental footprint and to ensure complete protection of local ecology, water sources, and community resources.

3. That the contents of Para 3 are admitted to the limited extent that, below the said habitation, two adjacent 5 MW Small Hydro Electric Projects, namely Kasol SHEP (5 MW) and Grahan-Kasol SHEP (5 MW), are presently under execution. The consent letter dated 10.08.2015 is being annexed herewith as **ANNEXURE R-9/4** respectively. However, it is emphatically and categorically denied that any construction activity, including drilling, blasting, or tunneling, is being carried out without requisite studies, statutory clearances, or approvals from the competent authorities. It is submitted that all project-related

activities are being undertaken strictly in compliance with the permissions granted by the concerned authorities, after due consideration of environmental safeguards, geological stability, and applicable legal provisions. It is further submitted that the tunneling work was commenced only in the first week of January, 2026, in a highly controlled and limited manner near R.S. Café, and was carried out to a minimal extent of approximately 3 feet only. The said activity was exploratory and precautionary in nature, undertaken in adherence to prescribed norms and safety protocols. It is pertinent to state that immediately upon receipt of the letter dated 24.01.2026, the respondent promptly halted all such activities, demonstrating its bona fide conduct and strict adherence to regulatory directions. The copy of the said letter is being annexed herewith as **ANNEXURE R-9/5**.

4. That the contents of Para 4 are wrong and specifically denied. The allegation of “project splitting” is emphatically denied. The Kasol SHEP and Grahan-Kasol SHEP are independent projects having separate approvals, separate project reports and separate implementation frameworks. The replying respondent is the sole proprietor of Grahan-Kasol SHEP.

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PALAMPUR (H.P.)

It is respectfully submitted that the **diversion structure**²⁰

(**weir**) of the Grahan-Kasol Small Hydro Electric Project is located downstream of Village Grahan, and the project has been conceived as a **run-of-the-river (RoR) scheme**, thereby avoiding any large-scale storage or submergence. As per the revised and proposed execution plan by M/s Aptsgreen Power Private Limited the diverted discharge from the weir is proposed to be conveyed through **mild steel (M.S.) penstock/pressure pipes**, which shall be aligned along the river course and supported on **anchor saddles/pipe supports** along the valley side, passing beneath Village Grahan and Village Thunja. This **water conductor system (WCS)** extends for approximately 2.5 kilometers up to the location near R.S. Café, where the **surface powerhouse** is proposed to be constructed.

It is further submitted that the **slope morphology** along this stretch predominantly comprises **gentle slopes**, characterized by low gradient, stable terrain conditions, and well-developed soil and vegetation cover. Such geomorphological conditions are inherently stable and not prone to slope failure or mass movement. This is in clear contrast to the Kasol SHEP alignment, which traverses comparatively **steep to very steep slopes**,

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Oath Commissioner
PALAM TIR (H P.)

typically associated with higher susceptibility to **21 276**
rockfalls, debris flows, or shallow landslides.

It is further submitted that the project falls within the **first alignment option**, involving diversion of approximately **1.62 hectares of forest land**, which is the minimum among the alternatives considered. This alignment has been selected based on **techno-economic feasibility, geological stability, and environmental considerations**, ensuring minimal tree felling and least disturbance to forest ecology. The same stands duly corroborated by the **Joint Inspection Report**, annexed herewith as **ANNEXURE R-9/6**. The overall project design, including alignment selection, type of water conductor system, and construction methodology, reflects due diligence and adherence to established hydropower engineering standards, while ensuring minimal environmental impact and complete safety of nearby habitations.

The allotment in question unequivocally pertains to two separate and independent hydroelectric projects, namely Kasol SHEP and Grahan-Kasol SHEP, each of which has been conceptualized, appraised, and sanctioned as a distinct project in its own right. Both projects are backed by independent statutory and

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PALAMPUR (H.P.)

regulatory approvals granted by the competent **22** authorities after due consideration of their individual parameters. They are governed by separate Detailed Project Reports (DPRs), which delineate their respective technical specifications, capacity, design, and operational modalities. The DPRs have been duly approved by the Directorate of Energy in shape of **Technical Concurrence (TC) vide office orders dated 09.09.2021.** The copy of Technical Concurrence (TC) of Grahan-Kasol SHEP is being annexed herewith as **Annexure R-9/7.** It is further submitted that the two projects are characterized by distinct geographical and engineering features, including different elevations, layouts, and site-specific configurations, which inherently necessitate independent planning and execution. Each project follows its own implementation framework, including separate timelines, financial structuring, and compliance requirements under the applicable environmental, forest, and safety regulations. Thus, any attempt to amalgamate or treat the said projects as a single unit is wholly misconceived, legally untenable, and contrary to the established regulatory framework governing such infrastructure projects. The mere fact that the projects may share common registered office address,

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PABERUR (H.P.)

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developer, or are situated in relative geographical proximity does not, in law or in fact, dilute their independent character or justify their artificial consolidation.

It is further submitted that the present proceedings are wholly misconceived, untenable, and devoid of merit, inasmuch as the competent statutory authorities, namely the Irrigation and Public Health Department (IPH) and the Forest Department, have, after exhaustive scrutiny and due application of mind, already accorded all requisite permissions and approvals in favour of the project in question. The said clearances have not been granted in a routine or mechanical manner, but only upon detailed appraisal of scientific, technical, and environmental parameters, including but not limited to hydrological assessments, environmental flow (e-flow) requirements, sediment dynamics, and biodiversity impact studies. The project has undergone rigorous evaluation consistent with the principles of sustainable development, the precautionary principle, and inter-generational equity, which form the bedrock of environmental jurisprudence under the National Green Tribunal.

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Oath Commissioner
PALAMPUR (H.P.)

incorporates state-of-the-art mitigation measures to ensure negligible ecological disturbance, including maintenance of minimum ecological flows, slope stabilization, compensatory afforestation, and protection of aquatic and terrestrial habitats. These safeguards are firmly grounded in established scientific research and recognized environmental management practices.

That the challenge raised in the present petition is nothing but an attempt to re-agitate issues that have already been duly examined and settled by the competent authorities after a comprehensive fact-based and science-driven inquiry. The present petition, therefore, deserves to be dismissed at the threshold with exemplary costs, being an abuse of the process of law and an unwarranted obstruction to a duly sanctioned infrastructure project of public importance. The copy of the NOCs/permission accorded by IPH Department is being annexed herewith as **ANNEXURE R-9/8**.

5. That the contents of Para 5 are wrong and vehemently denied. It is denied that any violation of Eco-Sensitive Zone (ESZ) norms has occurred. All requisite permissions from concerned authorities, including

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Oath Commission
PALAMUR KH

wildlife authorities wherever applicable, have been **25 280**
duly obtained. The allegation of bypassing NBWL approval is incorrect and misleading. The answering respondent respectfully submits that the projects in question, namely Grahan-Kasol SHEP, are run-of-the-river (RoR) hydroelectric projects, which by their very design and engineering characteristics are categorized as environmentally benign and sustainable forms of renewable energy generation. Unlike conventional storage-based hydroelectric projects, RoR projects do not involve the creation of large reservoirs, submergence of vast forest areas, or displacement of local populations. The projects merely divert a portion of river flow through an engineered intake structure, convey it via a channel or underground tunnel, and thereafter return the water back to the natural stream course downstream, thereby ensuring continuity of riverine ecology. Such projects have been consistently recognized in environmental jurisprudence and policy as having minimal ecological footprint, particularly in comparison to large dam-based interventions. The copy Diversion Consent by Forest Department and Diversion Consent by MoEF&CC are being annexed herewith as **ANNEXURE R-9/9 and 9/10.**

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**Oath Commissioner
PALAMPUR (H.P.)**

It is further submitted that the project components are **26**

situated entirely outside the legally notified boundary of the Kanawar Wildlife Sanctuary. While certain components of the project fall within the Eco-Sensitive Zone (ESZ) notified around the said sanctuary, it is a settled legal position that ESZ areas function as regulated buffer zones and not as absolute “no-development” zones. The Eco-Sensitive Zone notification issued under the Environment (Protection) Act, 1986 clearly demarcates permissible, regulated, and prohibited activities. Small hydroelectric projects, particularly those based on RoR technology and of limited capacity, fall within the category of regulated activities, subject to compliance with stipulated safeguards. The mere presence of the project within ESZ, therefore, does not render it impermissible or illegal. The Distance Certificate in respect of Grahankasol issued by the Divisional Forest Officer, Wild Life Division Kullu, has been annexed herewith as **ANNEXURE R-9/11.**

The answering respondent further submits that the requirement of prior clearance from the National Board for Wildlife (NBWL) arises only in circumstances where a project is located within the boundaries of a protected area or where it demonstrably affects wildlife

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PALAMPUR (H.P.)

habitats in a significant manner requiring appraisal by **27 282** the Standing Committee of NBWL. In the present case, the projects are located outside the sanctuary limits, and no part of the land forming the subject matter of the project falls within the protected area. Furthermore, the competent forest authorities, upon detailed site inspection and appraisal, have assessed the ecological impact of the project as “low” and have approved the same along with a Wildlife Conservation/Mitigation Plan. In the absence of any direct diversion of sanctuary land or demonstrable adverse impact on Schedule-I species or critical wildlife corridors, the requirement of NBWL clearance is not attracted.

Both the Kasol Small Hydro Electric Project (SHEP) and the Grahan–Kasol SHEP have an installed capacity of 5 MW each and are therefore governed by the provisions of the Environmental Impact Assessment Notification, 2006. Under the said notification, only hydroelectric projects with an installed capacity exceeding 25 MW fall within Category ‘A’ and require prior Environmental Clearance from the Ministry of Environment, Forest and Climate Change (MoEF&CC). Since each of the present projects is limited to 5 MW, they do not attract the requirement of prior Environmental Clearance under Category ‘A’.

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Oath Commissioner
PALAMPUR (H.P.)

The answering respondent has acted strictly in accordance with the applicable regulatory framework and directions of the competent authorities at the relevant point of time. The project has undergone due appraisal by the concerned authorities, and all requisite permissions, including forest-related approvals and site-specific clearances, have been duly obtained after detailed examination of environmental parameters. It is further submitted that the requirement and applicability of Environmental Clearance is a matter to be determined based on the factual matrix, stage of project development, and directions issued by the competent statutory authorities, and cannot be presumed in a mechanical or retrospective manner.

In the present case, no violation of statutory procedure has occurred, and the project has been undertaken with the knowledge and approval of the concerned government departments. Therefore, the contention that the project is per se illegal for want of clearance from the Ministry is misconceived, devoid of legal basis, and liable to be rejected, particularly in the absence of any finding by the competent authority establishing non-compliance.

It is respectfully submitted that the environmental impacts of the projects have been duly assessed by the concerned departments, including the Forest

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Oath Commissioner
PALAM PUK (H.P.)

Department, and the same have been categorically **29** **284**
found to be minimal or low in magnitude. The RoR nature of the projects ensures that there is no large-scale alteration of land use, no permanent submergence, and negligible impact on terrestrial biodiversity. Additionally, the projects have been designed to maintain environmental flow (E-flow) in the river at all times, thereby safeguarding aquatic ecosystems and downstream users. Adequate provisions have been incorporated in the project design for controlled excavation, slope stabilization, and muck disposal in designated sites to prevent any adverse geomorphological impacts.

The answering respondent submits that the projects are located in the Himalayan region, which is inherently sensitive from a geological perspective. However, all construction activities, including tunnelling and controlled blasting, are being carried out strictly in accordance with approved engineering standards, geological assessments, and safety protocols. Detailed Project Reports (DPRs) for the projects incorporate comprehensive studies on slope stability, seismic considerations, and drainage management. Mitigation measures such as retaining structures, bio-engineering techniques, and proper muck management have been

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implemented to ensure that the projects do not **30** contribute to landslides or environmental degradation. Thus, the apprehensions raised by the petitioners regarding geological instability are unsubstantiated and devoid of technical basis.

It is submitted that the Forest Department, being the expert authority, has evaluated the potential impact on wildlife and has concluded that the overall impact is low, subject to implementation of prescribed mitigation measures. A Wildlife Conservation Plan has been prepared and is being implemented, which includes measures such as regulation of construction activity, avoidance of night-time disturbance, habitat protection, and monitoring of wildlife movement. Importantly, the projects do not obstruct any identified wildlife corridors nor do they fragment critical habitats within the sanctuary. Therefore, the allegation of significant threat to wildlife is factually incorrect and exaggerated.

The answering respondent submits that the allegation regarding cumulative impact arising from the existence of two projects on the same rivulet is misconceived. Each project has been designed and appraised independently, with due consideration to hydrological parameters and downstream flow requirements. Adequate environmental flow is maintained in each

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stretch, and there is no overlapping or excessive **31 286**
diversion that would result in depletion of the water
source. The design ensures that the river retains its
ecological integrity and continues to support both
biodiversity and local water requirements. In the
absence of any scientific study demonstrating adverse
cumulative impact, the said allegation remains
speculative and unsupported.

It is respectfully further submitted that the projects
contribute significantly to the objectives of sustainable
development, as recognized under Indian
environmental jurisprudence. Hydroelectric power is a
clean, renewable source of energy that reduces
dependence on fossil fuels and contributes to climate
change mitigation. The projects also provide local
employment opportunities and contribute to regional
infrastructure development. The balancing of
environmental protection with developmental needs is
a fundamental principle upheld by the Hon'ble
Supreme Court and the Hon'ble National Green
Tribunal, and the present projects are a classic example
of such balanced development.

6. That in reply to para 6 of the application, it is submitted
that the allegations regarding manipulation of distances
are baseless. All measurements and certifications have

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been carried out by competent authorities using **32** accepted methodologies. Minor variations, if any, are attributable to differences in measurement techniques and do not invalidate approvals.

It is respectfully submitted that the averments made by the Applicant alleging that the core components of Grahān-Kasol SHEP fall within the boundary of the Kanawar Wildlife Sanctuary are factually incorrect, misleading, and based on unverified secondary sources such as informal Google Earth overlays, which do not constitute legally admissible or authoritative evidence for determination of protected area boundaries. That the legally binding boundary of the sanctuary is that which has been officially notified and demarcated by the State Forest Department, and not any approximation derived from publicly available satellite imagery. The answering respondent relies upon the records, maps, and certifications issued by the competent authorities, which consistently establish that the project components are located outside the notified boundary of the Kanawar Wildlife Sanctuary. The same can be inferred from *ANNEXURE R-9/9* and the google image being annexed herewith as *ANNEXURE R-9/12*.

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PALAMU (R.H.P.)

penstock, powerhouse, and allied infrastructure fall within the sanctuary is categorically denied. No part of the project involves diversion or use of land falling within the legally notified limits of the protected area. The project has been appraised and permitted by the Forest Department only after due verification of its location vis-à-vis the sanctuary boundary. It is submitted that any claim of "polygon overlay" showing intrusion is neither supported by any authenticated DGPS (Differential Global Positioning System) survey conducted by a competent government agency nor verified through statutory procedures, and is therefore liable to be rejected.

With regard to the alleged discrepancy in recorded distances from the sanctuary boundary, it is submitted that such variations are attributable to differences in measurement methodology, reference points, and project components, and do not in any manner establish that the project lies within the sanctuary.

It is further submitted that the earlier certificate indicating proximity of approximately 5 meters pertains to a specific point/component and was based on preliminary assessment;

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Subsequent communications reflecting distances of 40³⁴

meters and 500 meters represent refined and component-specific measurements, undertaken by the Wildlife Wing during detailed appraisal.

At no point has any competent authority concluded that the project is situated inside the sanctuary boundary, which remains the determinative legal test. The contention that no DGPS or GIS verification has been conducted is denied. It is submitted that the project has been examined by the Forest and Wildlife authorities using accepted departmental mapping protocols and field verification methods, which are routinely relied upon for decision-making.

In any case, it is submitted that if this Hon'ble Tribunal deems it necessary, the answering respondent has no objection to an **independent verification** by the competent authority. However, in the absence of any official finding contradicting the existing approvals, the project cannot be presumed to be in violation.

It is admitted that the project falls within the Eco-Sensitive Zone notified vide Gazette Notification S.O. 4274(E) dated 27.11.2020. However, the Applicant has failed to appreciate that the ESZ is a regulated area and not a prohibited zone. Copy annexed as **ANNEXURE R-9/13**. The said notification clearly classifies activities

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Small and medium hydroelectric projects, particularly those based on run-of-the-river technology, are not per se prohibited, and can be undertaken subject to compliance with environmental safeguards and approval from competent authorities, which has been duly obtained in the present case.

The inclusion of villages such as Thunja and Grahan within the ESZ further demonstrates that human habitation and regulated development are envisaged within the ESZ framework, thereby negating the Applicant's contention of absolute restriction.

The allegation that the Wildlife Mitigation Plan, 2024 is based on "false distances" is baseless and unsubstantiated. The said plan has been prepared by competent experts and approved by the State Wildlife authorities after due scrutiny. It is submitted that the plan incorporates mitigation measures based on site conditions, not merely distance metrics. The overall impact has been assessed as low, and appropriate safeguards have been prescribed and there is no finding by any statutory authority that the plan is vitiated by misrepresentation.

The Applicant has failed to produce any expert report or official communication invalidating the said plan.

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PALAMPUR (H P.)

The allegation that the project ought to have been placed **36** before the National Board for Wildlife (NBWL) is misconceived. It is submitted that NBWL clearance is required only when:

- a. The project falls within a protected area; or
- b. There is diversion of land from such protected area; or
- c. the competent authority specifically mandates such reference.

In the present case the projects are outside the sanctuary boundary and no protected area land is being diverted. The State Wildlife authorities have not directed reference to NBWL. Therefore, the question of mandatory NBWL clearance does not arise.

The Applicant's reliance on Google Earth imagery and the Office Memorandum dated 26.09.2014 is misplaced. It is submitted that Satellite imagery is illustrative in nature and cannot override officially notified boundaries. The Office Memorandum provides general guidance and does not substitute statutory determination by competent authorities.

In the absence of authenticated ground-truthing and official demarcation, such materials cannot be relied upon to allege illegality.

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7. That the contents of Para 7 are admitted to the extent that Project Proponent obtained an FRA Clearance Certificate dated 25.04.2021 under Form-I. However, it is denied that there has been any violation of the Forest Rights Act. The clearance process has been undertaken in accordance with applicable guidelines issued by the competent authorities. The classification adopted was in line with prevailing administrative practices.

The allegation that the Project Proponent has committed any “misclassification fraud” by obtaining the FRA Certificate under Form-I is incorrect and contrary to the applicable policy framework governing Small Hydro Electric Projects (SHEPs) in the State of Himachal Pradesh. It is submitted that the classification of Small Hydro Projects, for the limited purpose of applicability and procedural relaxation under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 (FRA), stands expressly clarified by the competent authority. **The Government of India, in communication dated 17.04.2018 addressed to the Principal Chief Conservator of Forests (HoFF), Himachal Pradesh, pursuant to deliberations held on 10.10.2017 with stakeholders including the Bonafide Himachalis Hydro Power Developers Association, has categorically recognized**

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that Small Hydro Electric Projects inherently comprise **38** substantial linear components, such as water conveyance pipelines, approach roads, transmission lines, and canals traversing multiple villages. In view of these characteristics, it has been specifically decided that SHEPs may be treated as "linear projects" for the limited purpose of granting relaxation in the procedure for settlement of rights under the FRA, 2006 and the Rules framed thereunder. The said decision explicitly acknowledges that treating SHEPs differently, despite their intrinsic linear features, would be illogical and unjustified. Accordingly, proposals involving such projects are permitted to avail the procedural framework applicable to linear projects, including the use of Form-I. In light of the above binding administrative clarification, the use of Form-I for the present project is fully justified, lawful, and in consonance with the prevailing guidelines and policy decisions. The contention that Form-II was mandatorily required is therefore misplaced and ignores the specific relaxation extended to SHEPs. Without prejudice, it is further submitted that the project does not bypass statutory safeguards. The FRA compliance, as applicable to linear projects, has been duly undertaken in accordance with the prescribed procedure. The

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“bypassed” is denied; rather, the process adopted is consistent with the legally permissible relaxation framework applicable to such projects. It is also pertinent to clarify that the said policy decision does not alter the nature of appraisal of hydroelectric projects for other statutory purposes. As expressly stated in the communication, such projects continue to be appraised and processed as hydroelectric projects by the competent authorities. The relaxation is limited only to the procedural aspect of FRA compliance, and the Project Proponent has strictly adhered to the same. In view of the above, the allegation that the FRA certificate dated 25.04.2021 is “void ab initio” is baseless, devoid of legal merit, and liable to be rejected. The certificate has been issued following the applicable guidelines and remains valid in the eyes of law. Therefore, the contention that Form-I is per se inapplicable to all hydroelectric projects, irrespective of their size and impact profile, is an overly rigid interpretation unsupported by the 2018 MoEF&CC clarification, and the allegation that the FRA process stands vitiated is denied. The copy of (MoEF&CC) 2018 circular is being annexed herewith as **ANNEXURE R-9/14**. Further considering the same a

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meeting of District level Committee of Kullu District **40** was constituted under FRA 2006 under the chairmanship of Deputy Commissioner, Kulu on 15.11.2021 and after due consideration 1.62 hectare of forest land has been diverted for Grahan-Kasol SHEP and 1.49 Hectares for Kasol the SHEP considering the same as Linear Projects. The copy of the letters granting FRA clearance of Grahan Kasol Project along-with the proceedings of the meeting have been annexed herewith as **ANNEXURE R-9/15(colly)**.

8. That the contents of para 8 have been replied in detailed in para supra. However, it is submitted that The Wildlife Mitigation Plans have been duly prepared by qualified experts and approved by competent authorities. It is denied that the plans are based on incorrect data or that they lack scientific rigor. the earlier certificate indicating proximity of approximately 5 meters pertains to a specific point/component and was based on preliminary assessment. Subsequent communications reflecting distances of 40 meters and 500 meters represent refined and component-specific measurements, undertaken by the Wildlife Wing during detailed appraisal. At no point has any competent authority concluded that the project is situated inside the sanctuary boundary, which remains the

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or GIS verification has been conducted is denied. It is submitted that the project has been examined by the Forest and Wildlife authorities using accepted departmental mapping protocols and field verification methods, which are routinely relied upon for decision-making. In any case, it is submitted that if this Hon'ble Tribunal deems it necessary, the answering respondent has no objection to an independent verification by the competent authority. However, in the absence of any official finding contradicting the existing approvals, the project cannot be presumed to be in violation.

9. That the contents of Para 9 are incorrect, misconceived and are therefore emphatically denied. The reliance placed on the report of 2016 is wholly misplaced and devoid of proper appreciation. A plain reading of the said report would demonstrate that it does not impose any prohibition on developmental activities; rather, it merely prescribes precautionary and mitigative measures, all of which have been duly incorporated and strictly adhered to during the planning and execution of the project. It is submitted that the project has been designed along the most technically and environmentally feasible alignment (1st alignment), involving a total requirement of only 1.62 hectares of

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forest land and ensuring that the number of trees⁴² affected is kept to the absolute minimum. The selected alignment is also geologically more stable, thereby reducing long-term environmental risks and enhancing project safety. Further, the inspection report itself clearly records that there exists no viable alternative for complete avoidance of forest land. Notwithstanding the same, the Project Proponent has undertaken all possible measures to minimize the extent of forest land diversion. Consequently, the diversion of 1.49 hectares of forest land represents the bare minimum requirement for the project and is unavoidable in the given circumstances.

10. That the contents of Para 10 are wrong and are emphatically denied. It is respectfully submitted that, as elaborated in the preceding paragraphs, the project has been conceptualized and designed in strict adherence to established environmental norms, incorporating site-specific, science-based safeguards for hydrology, slope stability, and ecosystem protection. Detailed baseline assessments, including hydrogeological surveys, geotechnical investigations, and environmental impact evaluations, have been undertaken to ensure that all project components are aligned with the carrying capacity and fragility of the Himalayan terrain. It is

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submitted that the spring-fed bawdi (drinking water source) and the charaand (customary grazing commons) are located at a substantial horizontal distance of approximately 400–500 meters from the nearest project intervention zone. Hydrogeological mapping and subsurface flow assessments indicate that the bawdi is sustained by localized perched aquifers and shallow subsurface recharge systems, which are neither hydraulically connected to nor influenced by the proposed water conveyance structures. The project does not involve any interception, diversion, or depletion of groundwater recharge zones feeding the said source. Furthermore, buffer zones and protective measures have been incorporated to ensure that no construction-induced stress, sedimentation, or contamination pathways affect these community resources. The Tehsildar, Bhuntar, vide communication bearing No. 3589–92 (No. 31-31), has conveyed, with reference to Application dated 26.11.2015 submitted by Shri Jitendra Singh, Authorized Officer of the Kasol Hydro Power Project, Vandla Tea Estate, Tehsil Palampur, District Kangra, that the concerned Regional Agency, upon due verification, has reported that the land proposed to be acquired for the Grahan–Kasol Hydro Electric Project (5 MW), including the adjoining

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areas, does not comprise or affect any public utility or **44** community resource. Specifically, it has been certified that there exists no road, water spring, gharat (traditional water mill), kuhl (irrigation channel), cremation ground, or any other site of public use or significance within the said land. The Copy of the No Objection Certificate dated 31-03-2017 is being annexed herewith as **ANNEXURE R-9/16**.

It is further submitted that the natural slope regime and geomorphological stability of the area shall remain undisturbed. Detailed geotechnical studies, including rock mass classification (RMR/Q-system), slope stability analysis, and seismic sensitivity assessments, have been conducted. The design specifically avoids slope cutting, toe excavation, or any activity that could alter the factor of safety of the existing slopes. Where necessary, engineering stabilization measures such as controlled anchoring, rock bolting, and bio-engineering interventions have been proposed to enhance slope resilience. The Factor of Safety (FoS) for all critical slopes has been maintained within acceptable limits as per national and international standards.

Under the revised execution plan proposed by M/s Aptsgreen Power Private Limited, water shall be conveyed through closed Mild Steel (M.S.) Pipe

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systems, structurally secured using engineered anchor supports along the river bed alignment beneath Village Grahan and Village Thunja. This design eliminates the need for extensive excavation thereby significantly reducing land disturbance, erosion potential, and sediment transport. The alignment has been carefully selected along relatively stable geological strata to minimize geohazard risks. It is categorically denied that any blasting, quarrying, or mining activities shall be undertaken in proximity to the inhabited areas of the villages. The construction methodology has been deliberately designed to exclude high-vibration techniques in sensitive zones. In stretches where underground works are unavoidable, controlled and low-impact excavation techniques, conforming to prescribed vibration thresholds (PPV limits), shall be adopted to ensure zero structural or perceptible impact on nearby habitations.

It is further submitted that all statutory approvals, including environmental, forest, and technical clearances, were obtained by the replying Respondents strictly in accordance with applicable legal frameworks and only after rigorous appraisal by competent authorities. These approvals are based on detailed scrutiny of environmental safeguards, risk mitigation strategies,

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and compliance with sustainable development⁴⁶ principles. Additionally, it is reliably learnt and submitted that the present project proponent has undertaken further refinements in the tunnel alignment and construction methodology. These modifications are based on updated geological inputs and advanced engineering practices, specifically addressing concerns related to slope stability, induced vibrations, and habitation safety. The revised approach integrates adaptive engineering solutions, real-time monitoring protocols (including slope instrumentation and vibration sensors), and contingency response mechanisms, thereby ensuring that the project execution remains environmentally sustainable, structurally safe, and socially non-intrusive.

REPLY TO GROUNDS:

1. PROJECT SEGMENTATION FRAUD & CUMULATIVE IMPACT EVASION

That the contents of this para are denied for reasons stated above. The projects are independent and compliant with all legal requirements. At the outset, the allegation is emphatically denied as being factually incorrect and legally unsustainable. The Kasol SHEP (5 MW) and Grahani-Kasol SHEP (5 MW) are independent run-of-the-river hydroelectric projects,

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conceived and appraised separately on the basis of 47 302
distinct technical, hydrological, and geological
parameters. Their location on the same stream (Grahan
Nala) does not render them a single integrated project,
as cascade development along a river is a well-
established and scientifically accepted approach in
mountainous terrains, enabling optimal utilization of
available head without large-scale storage or
submergence. Each project has separate and self-
contained infrastructure, including diversion weirs,
intake systems, desilting chambers, headrace
alignments, penstocks, powerhouses, and tailrace
channels. There is no shared or interdependent
component—civil, mechanical, or electrical—that
would justify treating them as a composite unit. The
allegation of a “common blasting corridor” or “same
slope system” is misconceived, as detailed geotechnical
investigations demonstrate that even short stretches in
Himalayan terrain exhibit distinct lithological and
stability characteristics. All excavation and controlled
blasting activities are confined to project-specific
footprints, supported by scientifically designed slope
stabilization and vibration control measures.

Hydrologically, both projects are based on independent
discharge assessments and are located on separate

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reaches with adequate spatial separation. Mandatory 48 environmental flow (e-flow) releases ensure continuous downstream flow, thereby preserving aquatic ecology and preventing cumulative depletion. The scale of each project is small (5 MW), involving negligible storage and minimal environmental footprint, which significantly limits the scope of cumulative impacts typically associated with large hydroelectric developments.

The reliance on the MoEF&CC Office Memorandum dated 24.12.2010 is misplaced. The requirement of unified appraisal arises only where projects share common infrastructure or function as an integrated system. In the present case, complete infrastructural and operational independence exists, and therefore independent appraisal is fully consistent with the applicable regulatory framework. The precautionary principle has been duly adhered to through comprehensive Environmental Management Plans, incorporating slope stabilization, regulated muck disposal, biodiversity protection, and continuous monitoring. Basin-level considerations and carrying capacity aspects were inherently examined during appraisal, and the projects were approved only after

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ensuring that their impacts remain localized, minimal, **49** 304
and manageable.

The Respondent Authorities have exercised due diligence in evaluating each project on its individual merits, and no procedural or substantive lapse can be attributed to them. The assertion that the appraisal process stands vitiated or that a cumulative 10 MW load has been unlawfully permitted is therefore baseless.

In sum, the allegation of “project segmentation fraud” is a misconstruction of lawful and technically sound hydroelectric development. The projects are independent, compliant, and environmentally safeguarded, and no violation of the precautionary principle, cumulative impact doctrine, or applicable guidelines has occurred.

2. MISREPRESENTATION OF HYDROLOGICAL BASELINE.

The contents of this allegation are incorrect and are emphatically denied. It is submitted that the reference to “Kasol Nadi” and “Graham Nallah” in different documents does not amount to any misrepresentation of the hydrological baseline but merely reflects local and administrative nomenclature practices, wherein

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tributaries, stretches, or reaches of the same drainage system are often referred to by different names based on habitation, confluence points, or traditional usage. The hydrological assessments for both Kasol SHEP (5 MW) and Grahani-Kasol SHEP (5 MW) were carried out on the basis of scientific discharge measurements, catchment area analysis, seasonal flow data, and long-term hydrological observations in accordance with applicable guidelines, and not merely on the basis of nomenclature. It is further submitted that both projects are run-of-the-river schemes with minimal diversion structures, designed to utilize available discharge within permissible environmental flow requirements, without altering the natural course or integrity of the stream. The allegation that the use of different names created a false impression of two distinct rivers is misconceived, as all relevant technical appraisals, including those undertaken by the competent authorities, were based on site-specific hydrological data, clearly identifying the source stream and its characteristics. There has been no concealment of cumulative hydrological load, and the combined impact of the projects has been duly considered by the concerned authorities in the course of appraisal, in line with the provisions of the Forest (Conservation) Act,


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1980 and applicable MoEF&CC guidelines. The **51** **306**
approvals and clearances granted are thus based on
proper application of mind, detailed scrutiny of
hydrological parameters, and compliance with statutory
requirements, and are neither vitiated nor liable to be
questioned on the basis of alleged discrepancies in
local naming conventions.

3. DISTANCE MANIPULATION, ESZ VIOLATION & NBWL EVASION

The contents of this paragraph are incorrect,
misleading, and are therefore specifically denied. It is
submitted that the project has been appraised in
accordance with the applicable legal and procedural
framework governing wildlife clearances. The
allegation that the core components of the project fall
within the notified boundary of the Kanawar Wildlife
Sanctuary is not borne out by the official records relied
upon by the competent authorities during appraisal.
The coordinates and spatial references used for project
evaluation were based on authenticated departmental
data and were duly considered by the State Wildlife
Wing before issuance of the relevant recommendations.
It is further denied that there has been any
“manipulation” of distances. The variation in recorded
distances over time is attributable to differences in

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measurement methodologies, refinement of mapping⁵² techniques, and updated assessments carried out by the concerned departments. Such variations, in themselves, do not establish mala fide intent, particularly in the absence of conclusive evidence demonstrating deliberate falsification. The Wildlife Wing, being the designated technical authority, assessed the site conditions and project layout before arriving at its conclusions, and its findings cannot be disregarded without substantive technical rebuttal.

The assertion that no DGPS survey or GIS verification was undertaken is also denied. The appraisal process involves site-specific verification and application of standard mapping tools as per prevailing guidelines. The Wildlife Mitigation Plans amounting to Rs. 65,65,000/- were prepared based on field inputs, ecological assessments, and expert recommendations, and were duly scrutinized at the State level in accordance with the regulatory regime applicable to projects falling outside the legally defined thresholds requiring reference to the National Board for Wildlife (NBWL).

It is submitted that the requirement for NBWL clearance is triggered only when a project falls within a protected area or within a legally defined Eco-Sensitive

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Zone in a manner that attracts mandatory referral under applicable notifications and office memoranda. In the present case, the competent authority, after due consideration, determined that the project did not warrant such referral. Therefore, the reliance placed on the cited Office Memoranda and ESZ Notification is misplaced and does not automatically invalidate the appraisal process.

4. ALLEGED VIOLATION OF HPLPA 1978 (BLASTING IN UNSTABLE SLOPE)

The contents of this paragraph are denied to the extent they suggest any violation of statutory provisions or endangerment to life, property, or environmental stability. It is submitted that the reference to the 2016 Joint Inspection Report has been selectively interpreted. While the report may have identified certain stretches as geologically sensitive or requiring caution, it does not impose a blanket prohibition on development activities. Rather, it recommends the adoption of appropriate mitigation and engineering measures to ensure slope stability and safety. The project falls within 1st alignment, total 1.62 hectare forest land with least number of trees getting affected, which is geologically more stable. The project falls within 1st alignment, total 1.62 hectare forest land with

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least number of trees getting affected, which is **54** geologically more stable.

The project design has duly incorporated such safeguards, including controlled and regulated blasting techniques, slope stabilization measures, retaining structures, and continuous geotechnical monitoring. All excavation and tunnelling activities are being carried out in accordance with established engineering standards and under expert supervision to minimize vibration, prevent slope failure, and ensure structural integrity of the surrounding terrain.

It is specifically denied that blasting is being carried out in a manner that is "injurious" within the meaning of the Himachal Pradesh Land Preservation Act, 1978. The Act prohibits activities that cause demonstrable and unmitigated damage to land or environment. In the present case, all necessary precautions, safeguards, and regulatory compliances have been adhered to, and no evidence has been produced to establish that the project activities have resulted in any such prohibited harm.

With regard to the apprehension concerning Village Thunja and its drinking water source, it is submitted that adequate buffer distances have been maintained, and protective measures have been implemented to ensure that water sources remain unaffected.

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Hydrogeological assessments and monitoring protocols **55** 310
are in place to prevent any adverse impact on local
water regimes.

The State authorities, while granting necessary
permissions, have exercised due diligence and have not
acted in contravention of their statutory obligations. On
the contrary, the project has been permitted subject to
strict compliance conditions aimed at safeguarding
ecological stability and public safety.

**5. FRA MISCLASSIFICATION FRAUD (LINEAR VS
NON-LINEAR PROJECT)**

That the contents of Para 5 are misconceived, legally
untenable, and hence denied. The allegation that the
Project Proponent has committed any “misclassification
fraud” by obtaining the FRA Certificate under Form-I is
incorrect and contrary to the applicable policy
framework governing Small Hydro Electric Projects
(SHEPs) in the State of Himachal Pradesh. It is
submitted that the classification of Small Hydro
Projects, for the limited purpose of applicability and
procedural relaxation under the Scheduled Tribes and
Other Traditional Forest Dwellers (Recognition of
Forest Rights) Act, 2006 (FRA), stands expressly
clarified by the competent authority. The Government
of India, in communication dated 17.04.2018 addressed

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to the Principal Chief Conservator of Forests(HoFF),**56**
Himachal Pradesh, pursuant to deliberations held on 10.10.2017 with stakeholders including the Bonafide Himachalis Hydro Power Developers Association, has categorically recognized that Small Hydro Electric Projects inherently comprise substantial linear components, such as water conveyance pipelines, approach roads, transmission lines, and canals traversing multiple villages. In view of these characteristics, it has been specifically decided that SHEPs may be treated as “linear projects” for the limited purpose of granting relaxation in the procedure for settlement of rights under the FRA, 2006 and the Rules framed thereunder. The said decision explicitly acknowledges that treating SHEPs differently, despite their intrinsic linear features, would be illogical and unjustified. Accordingly, proposals involving such projects are permitted to avail the procedural framework applicable to linear projects, including the use of Form-I. In light of the above binding administrative clarification, the use of Form-I for the present project is fully justified, lawful, and in consonance with the prevailing guidelines and policy decisions. The contention that Form-II was mandatorily required is therefore misplaced and ignores the specific relaxation

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extended to SHEPs. Without prejudice, it is further **57** **312**
submitted that the project does not bypass statutory
safeguards. The FRA compliance, as applicable to linear
projects, has been duly undertaken in accordance with
the prescribed procedure. The allegation that the Gram
Sabha of Village Thunja was “bypassed” is denied;
rather, the process adopted is consistent with the legally
permissible relaxation framework applicable to such
projects. It is also pertinent to clarify that the said policy
decision does not alter the nature of appraisal of
hydroelectric projects for other statutory purposes. As
expressly stated in the communication, such projects
continue to be appraised and processed as hydroelectric
projects by the competent authorities. The relaxation is
limited only to the procedural aspect of FRA
compliance, and the Project Proponent has strictly
adhered to the same. In view of the above, the allegation
that the FRA certificate dated 25.04.2021 is “void ab
initio” is baseless, devoid of legal merit, and liable to be
rejected. The certificate has been issued following the
applicable guidelines and remains valid in the eyes of
law.

**6. ABSENCE OF MANDATORY GEOLOGICAL,
HYDROLOGICAL & DISASTER-RISK**

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PALAM (T.R. H. S.)

The contents of the present paragraph are denied as **58** being incorrect and misleading, as the allegation that no geological, hydrological, or disaster-risk assessments have been conducted is factually untenable. It is submitted that projects of this nature are inherently based on detailed investigations undertaken at the feasibility and DPR stage, including geological mapping, assessment of rock strata, slope conditions, and hydrological analysis necessary for determining project design and viability. The reference to the 2016 Joint Inspection Report is misconstrued, as generalized observations regarding Himalayan slope sensitivity cannot be interpreted as a finding of site-specific instability or a bar on development, particularly when standard engineering safeguards—such as controlled blasting, rock support systems, and slope stabilization measures—are incorporated. The contention regarding absence of separate vibration-impact studies or aquifer mapping is also misplaced, as no such standalone statutory requirement exists for projects of this category, and these aspects are inherently addressed within the engineering design and construction methodology, which ensure that vibration levels remain within permissible limits and do not adversely affect surface structures or subsurface water regimes.

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Hydrological assessment, being fundamental to any **59** **314**
hydroelectric project, has necessarily been undertaken
using established scientific methods, including flow
data analysis and catchment evaluation, and it is
incorrect to suggest otherwise. The allegation that
tunnelling and blasting are being carried out directly
beneath habitation and its sole drinking water source is
denied, as the project alignment has been finalized with
due regard to topography and habitation, maintaining
adequate depth and buffer to prevent any adverse
impact. The invocation of the Precautionary Principle
and the State's duty to prevent harm is misconceived,
as these principles require reasonable safeguards rather
than cessation of lawful development, and the project
complies with all applicable technical standards and
regulatory requirements; accordingly, the approvals
granted cannot be termed arbitrary or legally untenable.

**7. IMMINENT THREAT TO LIFE, WATER
SECURITY & ECOLOGICAL STABILITY
DENIED.**

That the contents of the present paragraph are
emphatically denied as misconceived, speculative, and
devoid of any cogent scientific or empirical basis. It is
respectfully submitted that the two projects in question
are independent and distinct hydroelectric projects of 5

ATTESTED

Oath Commissioner
PALAMPUR (H.P.)

MW capacity each, duly appraised and implemented in **60** accordance with applicable statutory provisions, and cannot be artificially construed as a single combined 10 MW intervention so as to allege cumulative impact without any scientific substantiation. All construction activities, including blasting and excavation, are being undertaken strictly in compliance with approved engineering designs, statutory norms, and environmental safeguards under the Environmental Impact Assessment Notification, 2006 and other applicable regulatory frameworks. Blasting operations are conducted using controlled, low-intensity, and sequential techniques with vibration monitoring to ensure that peak particle velocity remains within prescribed limits, thereby safeguarding surface habitations, water sources, and slope stability. The allegation of imminent threat to local water sources, including the bawdi and charand, is wholly unsubstantiated, as groundwater in mountainous terrains is typically fracture-controlled, localized, and discontinuous, and there is no material evidence to demonstrate that the tunnelling alignment or excavation activities intersect or disrupt such systems. It is further submitted that the project design incorporates adequate and scientifically established mitigation measures,

ATTESTED

District Commissioner
PABAMPUR

including slope stabilization interventions, drainage **61** 316
management, and continuous environmental
monitoring, to ensure geotechnical and ecological
integrity. The assertion of cumulative hydrological
diversion and existential risk is therefore legally
untenable and scientifically unsupported, particularly in
the absence of any credible, site-specific data
demonstrating imminent or irreversible harm;
accordingly, the apprehensions raised are premature
and exaggerated, and do not warrant any urgent or
extraordinary intervention by this Hon'ble Tribunal.

REPLY ON LIMITATION

The Applicants' claim of continuing cause of action is
misconceived. The approvals challenged are historic
and cannot be reopened. The Respondents categorically
deny that the present Application is within the period of
limitation prescribed under Section 14(3) of the
National Green Tribunal Act, 2010, as the "first cause
of action" arose upon the grant and public notification
of the statutory clearances several years ago, rather
than during the ongoing execution of sanctioned works.
The Applicants' reliance on a "continuing cause of
action" is a settled legal misinterpretation intended to
bypass the strict 30-to-90-day appellate timeline under
Section 16, as tunneling and blasting are consequential

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Oath Commissioner
PALAMPUR (H.P.)

actions of valid Environmental Clearances and do not constitute fresh triggers for litigation. Furthermore, the claim of "recent awareness" in January 2025 lacks merit and due diligence, given that the project's scope, classification, and proximity to Village Thunja have been matters of public record and physical reality since inception; consequently, the Application is a belated attempt to stall a project of national importance and should be dismissed as barred by limitation. The Application is liable to be dismissed on this ground alone.

PRAYER

In view of the facts and circumstances stated hereinabove, and in the backdrop of the regulatory framework laid down by the Ministry of Environment, Forest and Climate Change (MoEF&CC), it is most respectfully prayed that this Hon'ble Tribunal may be pleased to:

A. Dismiss the present Original Application as being not maintainable, devoid of merit, and based on conjectures, inasmuch as the Applicants have failed to demonstrate any violation of the statutory framework prescribed under the Environmental Impact Assessment (EIA) Notification, 2006, Forest (Conservation) Act, 1980, Wildlife (Protection) Act, 1972, and other applicable MoEF&CC guidelines;

ATTESTED

Oath Commissioner
PALANIUR (H)

Section 14(3) of the National Green Tribunal Act, 2010, since all relevant statutory approvals/clearances, including those governed by MoEF&CC norms, were granted much prior to the filing of the present Application, and no continuing cause of action exists in law;

C. Impose exemplary costs upon the Applicants for filing a frivolous and motivated petition, which seeks to misuse environmental jurisprudence and MoEF&CC regulatory mechanisms to obstruct lawful and policy-compliant renewable energy development;

D. Pass such other or further order(s) as this Hon'ble Tribunal may deem fit and proper in the interest of justice, equity, and good conscience, including protection of lawful infrastructure projects undertaken in compliance with environmental norms and sustainable development principles.

AND FOR THIS ACT OF KINDNESS, THE RESPONDENT NO. 9 AS IN DUTY BOUND SHALL EVER PRAY.

Goutam Butal

RESPONDENT NO. 9

Dated: 25/4/26

Through Counsel

Varun Kant Sharma Advocate

Place: Palampur

ATTESTED

Oath Commissioner
PALAMPUR (H.C.)

Varun Kant Sharma

BEFORE THE HON'BLE NATIONAL GREEN ⁶⁴
 TRIBUNAL (PRINCIPAL BENCH AT NEW DELHI)

ORIGINAL APPLICATION NO. 98 OF 2026

IN THE MATTER OF:

Chandresh Kumar & Others

.....APPLICANTS

VERSUS

State of Himachal Pradesh & Others

.... RESPONDENTS

AFFIDAVIT IN SUPPORT OF REPLY.

I, Gokul Butail S/o Sh. Dinesh Butail, aged 33 Years, R/o Bundla Complex, Bundla Tea Estate, Palampur, District Kangra, Himachal Pradesh, Occupation Bussiness, H.P do hereby state on solemn affirmation that I am competent and duly authorized to file the accompanying reply, which has been drafted at instance and under my instructions and I have gone through it and that the contents of para 1. to 24 of preliminary objections ; paras 1 to 7 of preliminary submissions; para 1 & 2 (introductory submissions) ; paras 1 to 10 of reply to paras under "brief facts" and paras 1 to 7 reply to grounds are true to my personal knowledge and information derived from official

ATTESTED
 Orth Commissioner
 PALAMPUR (H.P.)



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Oath Commissioner
PALAMPUR (H.P.)

records, nothing stated therein is false and nothing has **65 320**
been concealed.

I solemnly swear/ affirm that this Affidavit is true,
no part of it is false and nothing has been concealed
therein.

Verified at on this 25th day of April, 2026.

Handwritten signature

Gokul Butail
X

Deponent

sworn that this affidavit has been read over &
explained in vernacular language to the
deponent who seemed to understand the same at the time of making the
of the deponent is identified whose signature are given below

Gokul Butail

*Satish Kumar
(Woker, Release Smart
Pais, Palampur)*

Signature of the identifier

[Signature]
Signature of the
Oath Commissioner
PALAMPUR (H.P.)

910

Identified that the above was declared &
sworn/solemnly affirmed on before
this day 25/4/26 by *Gokul Butail*
deponent, who is personally known to me
identified by *Satish Kumar (Woker
Release Smart Pais)*
Palampur

Oath Commissioner
PALAMPUR (H.P.)
Date 25/4/26
7:58 PM



(H.P. Govt. Energy Development Agency)

PHONE-0177-2621783, 2628074, EMAIL: himurja-hp@nic.in

No: HIMURJA/SHP-IA-Grahan Kasol (419)/2015-10782 Dated: 06.03.2025
To

✓ M/s Dinesh Butail,
Bundla Complex, Bundla Tea Estate,
Palampur, Distt. Kangra,
Himachal Pradesh- 176061.

Subject: - Tripartite Agreement (TA) of Grahan Kasol (5.00 MW) in District Kullu (H.P.).

Sir,

On the above subject cited matter, enclosed please find an original copy of Tripartite Agreement (TA) signed between GoHP and M/s Dinesh Butail and M/s Aptsgreen Power Pvt. Ltd. on 06.03.2025 for Grahan Kasol (5.00 MW) in Distt. Kullu (HP).

Acknowledge the receipt of Agreement please.

Yours sincerely,

Encl:A/A

[Signature]
06.03.2025.

Project Director-cum-Dy. CEO
HIMURJA, Urja Bhawan
Kasumpti, Shimla-171009

Dated: 06.03.2025

Enst. No.: A/A 10783-10795

Copy to:

1. The Special Secretary (NES), to the GoHP, Shimla-02 a/w one set of TA in original.
2. The Secretary (Revenue), to the GoHP, Shimla-02.
3. The Secretary (Home), to the GoHP, Shimla-02.
4. The Pr. Chief Conservator of Forest, Forest Department, Talland, Shimla-171001.
5. The Director, Directorate of Energy, GoHP, MC parking building, near Tutikandi crossing, Shimla-171005.
6. The Deputy Commissioner, Kullu.
7. The Managing Director, HPTCL, Himfed Bhawan, Panjari, Shimla-171004.
8. The Chief Engineer (SO&P), HPSEBL, Vidyut Bhawan, Shimla-171004.
9. The Member Secretary, PCB, BCS-III, New Shimla (H.P.)-171009.
10. The Director (SHP), MNRE, Block No.14, CGO Complex, Lodhi road, New Delhi-110003.
11. The Director-cum-Warden of Fisheries, Himachal Pradesh, Bilaspur, District Bilaspur (H.P.)-174001
12. The Labour Commissioner-cum-Director, Employment H.P., New Himrus Bhawan, Circular Road, Shimla- 171001.
13. The Project Officer, HIMURJA, Kullu (H.P.) with a direction to ensure regular monitoring & compliance.



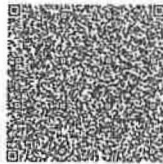
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Government of Himachal Pradesh

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Certificate No. : IN-HP40775097488406X
Certificate Issued Date : 04-Mar-2025 12:32 PM
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Unique Doc. Reference : SUBIN-HPHP1904380475353755398711X
Purchased by : JITENDER SINGH ADNO 308335712932
Description of Document : Article 5 Agreement or Memorandum of an Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
 (Zero)
First Party : GRAHAN KASOL HYDRO POWER PROJECT PROP DINESH
Second Party : Not Applicable
Stamp Duty Paid By : GRAHAN KASOL HYDRO POWER PROJECT PROP DINESH
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



NEENA DEVI
 Stamp Vendor
 D.C. Office
 Shimla (U) HP

Please write or type below this line

TRIPARTITE AGREEMENT FOR CHANGE IN THE NAME
“GRAHAN KASOL” (5.00MW) HYDRO ELECTRIC PROJECT IN DISTRICT KULLU
HIMACHAL PRADESH

THIS TRIPARTITE AGREEMENT is made on this 6th day of the month of March, 2025 (Two Thousand Twenty Five) between THE GOVERNMENT OF HIMACHAL PRADESH through the Special Secretary (NES)-cum-Chief Executive Officer (HIMURJA) to the Government of H.P. having its office at URJA Bhawan, Block 8-A, SDA Complex, Kasumpti, Shimla (HP)-171009, (hereinafter referred to as the "Government" or "First Party", which expression shall, unless repugnant to the context or meaning thereof, includes its successors, assigns and legal representatives) of the FIRST PART.

Special Secretary (NES)

to the Govt. of H.P.
 Shimla-171009

cum-CEO HIMURJA

Shimla-171009

Special Secretary (NES)



- Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 1. The onus of checking the legitimacy is on the users of the certificate.
 2. In case of any discrepancy please inform the Competent Authority

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3**Himachal Government Judicial Paper**

AND

M/s Dinesh Butail (Sole Prop.) having its Registered/Head Office, at Butail Complex, Bundla Tea Estate Palampur, Kangra, HP- 176061 (hereinafter referred to as "Second Party", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators assigns and legal representatives), through Sh.Gokul Butail, Authorised signatory, who is duly authorized through General Power of Attorney dated 19.04.2017 to execute this Agreement, of the SECOND PART.

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 "Third Party" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators assigns and legal representatives), through Mr.Pradyumna Ashish Singhania who is duly authorized by the Board of Directors Resolution no. Nil dated 21st October 2024 to execute this Agreement, of the THIRD PART.

WHEREAS the Government had issued consent letter in the name of M/s Dinesh Butail (Sole Prop.), Butail Complex, Bundla Tea Estate, Palampur, Kangra for "**Grahan Kasol**" (5.00MW) SHEP on dated 10.08.2015 in district Kullu, Himachal Pradesh (herein referred to as project). The Technical Concurrence for Grahan Kasol (5.00MW) SHEP was accorded by Directorate of Energy (DoE) vide letter no. DoE/CE (Energy) /TC-Grahan Kasol/2021-4950-59 dated 09.09.2021.

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

WHEREAS, the Second Party intends to transfer/assign all assets, obligations, liabilities, rights, privileges, statutory/non statutory clearances obtained and benefits of the project to the Third Party, accrued to it under the consent dated 10.08.2015.


WHEREAS, the Third Party has agreed to accept and take over all the assets, liabilities, obligations, rights, benefits including statutory/non statutory clearances obtained arising out of the consent dated 10.08.2015.

WHEREAS, the Government has been approached by the Second Party for transfer of all its assets, rights, liabilities, obligations, benefits and statutory/non statutory clearances obtained under the consent letter dated 10.08.2015 to the Third Party as per provisions Swaran Jayanti Energy Policy,2021 and subsequent amendments thereof; and

WHEREAS, the First Party has consented through order reference no. NES-F (2)-174/2015 dated 24.01.2025 to change in the name from **M/s Dinesh Butail (Sole Prop.) (Second Party)** to **M/s. Aptsgreen Power Pvt. Ltd., (Third Party)** and transfer of assets, liabilities, rights, obligations, statutory/non statutory clearances obtained and benefits by the Second party to the Third Party arising out of the consent dated 10.08.2015, between the First Party and the Second Party.

WHEREAS the Third Party has deposited the requisite fee amounting to Rs 2,50,000/- only as transfer fee 50,000/- per MW through DD no. 002658 dated 27.02.2025 in favour of the Director, Himurja, Shimla-9.

WHEREAS, the Third Party has established Registered Office/Head Office at First Floor Bell Villa, the Mall Shimla 171001.


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

Gokul Butail



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3**Himachal Government Judicial Paper**

WHEREAS, the Third Party has agreed to accept the conditions of Swaran Jayanti Energy Policy, 2021 and subsequent amendments thereof for which Implementation Agreement shall be signed separately with the new entity.

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

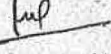
- i) That the Government hereby grants its consent to transfer/assign all the assets, liabilities, obligations, privileges and benefits of the project by the Second Party to the Third Party arising out of the consent letter dated 10.08.2015 with the unequivocal acceptance of Third Party of all the assets, rights, liabilities, obligations, privileges statutory/non-statutory clearances obtained and benefits arising out of the above mentioned consent letter dated 10.08.2015 to Third Party i.e. **M/s. Aptsgreen Power Pvt. Ltd.** and should ensure that execution be carried out as per share holding approved by the Government vide letter no. NES-F (2)-174/2015 dated 24.01.2025. If at a later date, it comes to the notice of the Government that this condition has been violated then it shall have the right to terminate the consent letter dated 10.8.2015 after affording due opportunity to the Third Party and also to forfeit the security furnished by the Second / Third party as per clause of consent letter and the project with all its capital and infrastructural assets shall vest with the Government.
- ii) That the Government hereby releases the Second Party of all the obligations under the consent letter dated 10.08.2015, mentioned above and agrees to be bound to the Third Party in terms thereof.
- iii) That the Third Party hereby agrees that it shall be bound and liable for all the liabilities, obligations and execution of the project on the terms and conditions specified in the consent letter dated 10.08.2015, to the Government.
- iv) All the terms and conditions of the consent letter dated 10.08.2015, shall remain the same save and except as provided herein above and wherever expression of "Company" "Generating Company" or "Second Party" appear in the consent letter dated 10.08.2015, the same shall be read, construed, mean and deemed to be referred to as the Third Party.
- v) That the Third Party agrees to perform the consent letter dated 10.08.2015, as if they were the original party of aforesaid consent letter dated 10.08.2015 in place of Second Party.


In witness whereof the parties hereto have caused these present to be signed, sealed and delivered by their duly authorized representatives of the day, month and year first above witness:

For and on behalf of
Government of HP.

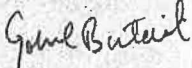
(Shubh Karan Singh)
Special Secretary (NES)
to the Govt. of Himachal Pradesh
cum-CEO HIMURJA
Shimla-174 039

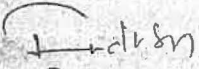
WITNESSED BY:-

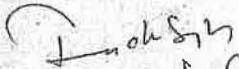
1. 
(N.S. CHAUHAN)
P.D.-cum-Dy. CEO
Himurja, Shimla.

2. 
D.N. Sharma
PO SHP.

For and on behalf of
M/s Dinesh Butail (Sole Prop.).


(Sh. Gokul Butail)
(Authorised Signatory)

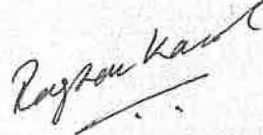

Jitender Singh


Jitender Singh

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


(Mr. Pradyumna Ashish Singhania)
(Authorised Signatory)




Rajan Kant



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Government of Himachal Pradesh

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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
 Sialkoty Jandi



* The authenticity of this Stamp certificate should be verified at www.shillectamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India.
 * For more details on this Certificate and its availability on the website / Mobile App renders it invalid.
 * The responsibility of ensuring the legitimacy is on the users of the certificate.
 * In case of any discrepancy please inform the Competent Authority.

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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 **Grahan 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 Grahan 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-Grahan Kasol/2021-4950-59dated 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

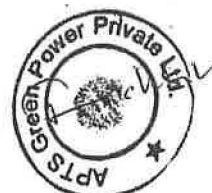
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Special Secretary (NES)
to the Govt. of H.P.
cum- GEO HRAURJA
Shimla-171 009



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 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

John
 Special Secretary (NES)
 to the Govt. of H.P.
 CHD, GND HISSUR
 CHD, GND GND



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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

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concession period. During the 10th, 20th, 30th & 35th years of operations, the First Party or one of its appointed agencies would carry out a mandatory inspection of the Project site to ensure that the Project assets are maintained to the required standards to ensure the specified generation capability and residual life of the plant.

If such inspections find that the project capacity and/or life are being undermined by inadequate maintenance, the First Party shall be entitled to seek remedial measures from the Second Party. If the Second Party fails to comply with the requirement, the First Party would have the right to take over the commercial operation of the project and shall have full right upon the sale of power including Second Party share. The cost on account of suggestive remedial measures shall be deducted from the sale of Second Party's share of metered power including the operation & maintenance cost for such a period till the project's assets are restored to the requisite standards to ensure the specified generation capability and residual life of the Project as specified above. Thereafter, the Project shall be handed over to the Second Party.

5. 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

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	HPPTCL/HPSEBI.		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

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			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

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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 Sage:

- 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 electric 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.

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6. ¹ **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

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- 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 GoI, MOEF/State Government. The cost involved on this account shall be paid by the Second Party to the First Party.
- 9.2 The Second Party shall be responsible to maintain ecological balance by preventing deforestation, water pollution and defacement of natural landscape in the vicinity of works area. The Second Party shall take all reasonable measures to prevent any unnecessary destruction, scarring or defacement of the natural surroundings in the vicinity of the Project.
- 9.3 The Second Party shall give an undertaking to the Fisheries Department of the local area that wherever feasible, rearing of fish shall be promoted by the Second Party in consultation with Fisheries Department in the project area at the time of final implementation of the Project. 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

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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

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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.

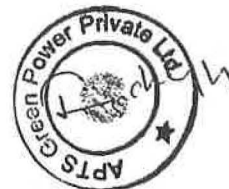
12. ROYALTY TO GOVERNMENT:

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

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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

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Party fault or negligence. Such events may include acts of the First Party /Govt 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.

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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.

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- 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 Swaran 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. Escalation will be included when the revised TEC is given. As the entire cost is included in calculating tariff for PPAs as per regulatory guidelines, it would be appropriate to follow the same guidelines for calculating the LADF contribution. Therefore, the total cost as per TEC will be taken as basis for calculating LADF contribution. It would be adjusted as and when TC is revised in the course of project construction/completion.
- 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:**

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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 an uniform percentage of the deliverable energy, six month after COD of the project. The quantum of deduction shall be worked out on the basis of average sale rate corresponding to the previous year realization on account of sale of free power by Directorate of Energy and the same shall be recovered within next one year in 12 equal installments. This provision will also apply to the commissioned projects which are defaulting in the payment.

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 Swaran 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

Sharma
Special Secretary (N&E)
to the Govt. of H.P.
cum-CEO HIMURJA
Shimla-171 009



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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. Aptsgreen 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.

jm
Special Secretary (NES),
Himachal Pradesh Secretariat,
Block-8A, SDA Complex,
Kasumpti, Shimla (H.P.)171009



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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

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

1. *KS*
(M. S. CHAUHAN)
P.O., Himurja.

2. *DN*
(D.N. Sharma)
(P.O., HIMURJA)

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

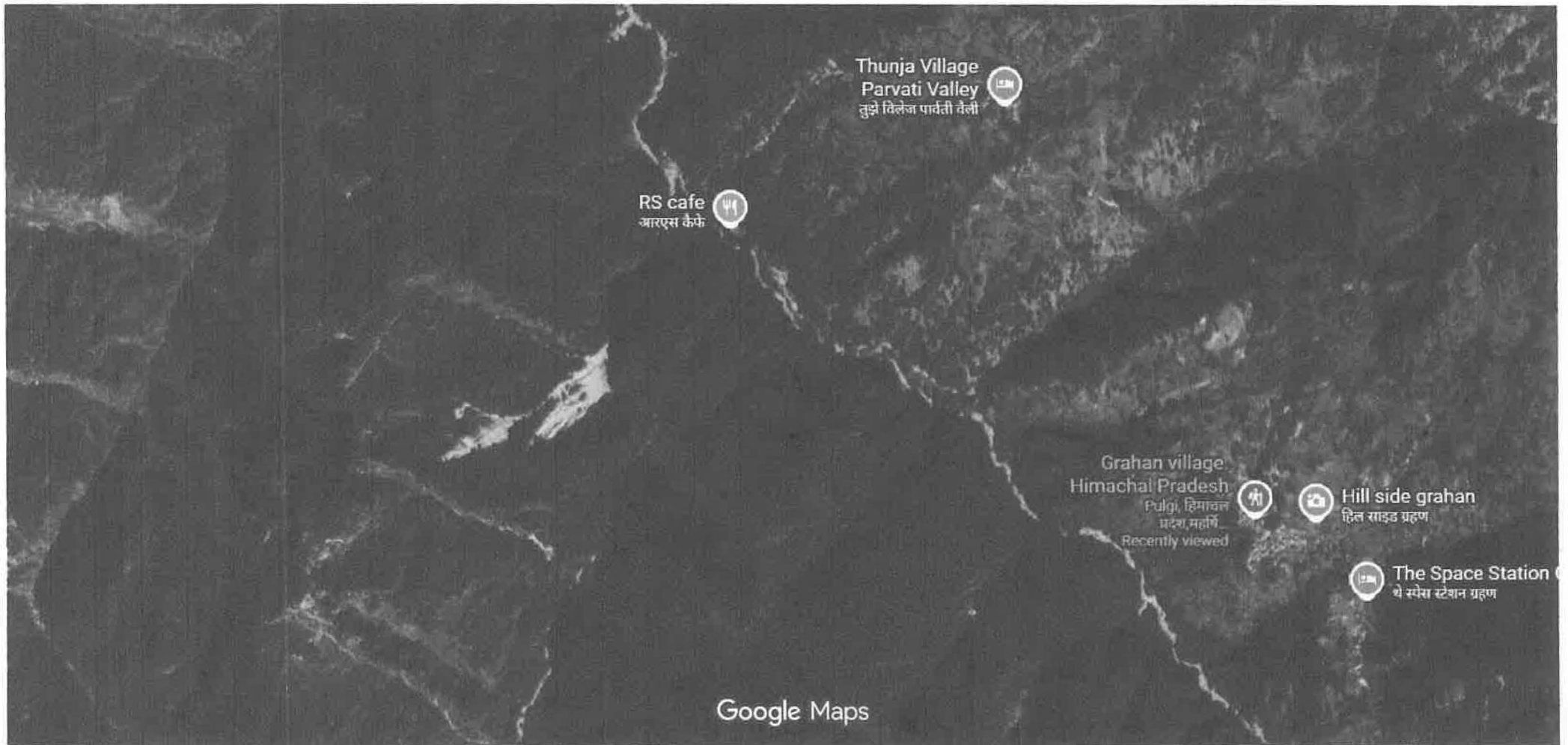
JS
Apts Green Power Private Ltd.
Mr. Jitender Singh
(Authorized Signatory)
WITNESSED BY:

1. *RS*
Ran Lal Sr. Sh. Balam Ram
Village Pura, P.O. Binyay, Teh. Sarkeyhet Distt Mandi
(H.P.)

2. *JS*
Jitendra Sharma
Village Balla, P.O. Tehsil Banjar
District Kullu (H.P.)

Google Maps

GRAHAN -KASOL SHEP



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Imagery ©2026 Airbus, CNES / Airbus, Landsat / Copernicus, Maxar Technologies, Map data ©2026 500 m



(H.P. Govt. Energy Development Agency)
HIMURJA, Urja Bhawan SDA Complex Kasumpti Shimla-171009
PHONE-177-2620365, 2621783, 2625306, 2621623, FAX 177-2622635

No. HIMURJA/ SHP/Grahan kasol (419)/2015- 9181

Dated: 10/8/2015

To

M/s Dinesh Butail (Sole), Butail Complex-
Bundla Tea estate Palampur- Kangra 176061

Sub.:- Consent for exclusive time bound right for preparation of Project Report for the Small Hydel Project Grahan kasol (5.00 MW) in Kullu District , Himachal Pradesh.

Dear Sir,

I am directed to inform that after considering your application for the Self Identified project, the State Government has consented to give you the exclusive right for preparation of DPR for subsequent implementation of SHP in H.P. The details of the project for which consent has been granted is as below:-

Sr. No.	Name of the Project	River/ Stream	Distt.	Elevation Range (Diversion site to Tail race)	Estimated Capacity (MW)
1	Grahan kasol	Grahan	Kullu	± 2110 to 1860 m	5.00

1. FR FINALISATION

The IPP shall submit a comprehensive Feasibility Report (FR) to Himurja prepared by a reputed consultant within six months of issuance of this letter along with the credential of the consultant. Feasibility Report (FR) shall be based on actual Survey & Investigation containing site detail, hydrological data, location of project components, power studies for capacity determination, land requirements, layout plan, single line diagram, E & M equipment specifications and cost analysis etc. Extension of three (3) months subject to deposition of extension fee @ Rs 10,000/- per MW per month is allowable. If the IPP fails to submit Feasibility Report within extended period project is liable to be cancelled.

2. IPP shall have to deposit security, processing fee, upfront premium based on the allotted capacity within two months from the date of issuance of this consent.

2.1. SECURITY (REFUNDABLE)

The Security charges (refundable) in the shape of Demand draft is to be furnished in favour of "DIRECTOR HIMURJA" payable at Shimla @ Rs. 50,000/- per MW. If the requisite documents such as PFR, Upfront premium and post allotment processing fee etc. as prescribed in the consent letter are not deposited in time, the project shall be cancelled and this amount will be forfeited. This amount will also be used as performance guarantee for different milestones and adjusted against extension charges that may have become due and were not paid in case of cancellation of project at any stage. (EMD deposited at the time of apply will be adjusted against Security)

The above security shall be refundable to IPP after signing of IA.

[Handwritten signature]

3	Acquisition of Revenue record.	IPP has to obtain all the necessary revenue record required for implementation of project within Nine (9) months from the date of issuance of Consent Letter or within 12 months (including extension obtained for submission of feasibility report, if any) from the date of issuance of Consent Letter.
4	Submission of applications for all clearances/approval/consent to different departments	IPP has to submit applications for all the clearances/approval/consent applied within Eleven (11) from the date of issuance of Consent Letter or within 14 months (including extension obtained for submission of feasibility report if any) from the date of issuance of Consent Letter.
5	Obtaining of all clearances/approval/consent	IPP has to obtain all the clearances/approval/consent within Twenty Four (24) months (including extension obtained for submission of feasibility report if any) from the date of Consent Letter.
6	Submission of Detailed Project Report (DPR) as per CEA/ CWC Guidelines & within allotted/approved parameters with all clearances	Within 24 months from the date of issuance of Consent Letter or within 27 months including three (3) months extension for submission of FR, if three (3) months extension not availed at the time of FR, extension of three (3) months can be availed for submission of DPR for valid reasons by levying extension fee @ Rs 1000/- per MW for first month doubling in successive months, i.e. 1 st month Rs 1,000/-, 2 nd month Rs. 2000/-, 3 rd month 4000/-,
7	Grant of Technical Concurrence, preparation & submission of documents for signing of Implementation Agreement.	Technical Concurrence shall be accorded by Directorate of Energy (DoE), on behalf of the Government within 45 days from the date of receipt of the Detailed Project Report or within 28 months and 15 days (including extension obtained for submission of feasibility report, if any) from the date of issuance of Consent Letter and also complete all formalities for signing of IA.
8	Confirmation of Interconnection Point	Two months after the approval of FR, the IPP shall apply to the appropriate authority (Distribution/Transmission Licensee) for finalization/confirmation of interconnection point.
9	Signing of IA	Within 15 days of accordance of TC or within 29 months from the issuance of Consent Letter (including extension obtained for submission of FR/DPR, if any) whichever is earlier.
10	Achieving Financial closure including PPA if required and work started Concurrent action: Any balance clearances, consent/approval to be obtained.	IPP has to achieve the financial closure including PPA if required and obtain balance clearance/consent/approval, if any and start work on site within six (6) months after signing of IA or within 35 months (including, extension obtained for submission of feasibility report and DPR, if any) from the date of issuance of Consent Letter.

- (iii) No NOC of Fisheries Department is required. Only where projects are allotted in the streams where Fisheries department has its conservations and development projects, the developers will comply with all the instructions/directions of Fisheries Department and take into account impact in Feasibility Study, DPR and during project execution.

Charges payable-

- a) No charges for projects upto 2 MW.
 - b) For other only per MW charges at the rate of Rs 50,000/- per MW.
 - c) No additional charges for length of stream so as to avoid inspections.
 - d) Where any development conservation projects of Fisheries Department are impacted separate charges as per Fisheries Department proposal.
- (iv) NOC of Gram Panchayat – Effective consultation shall be done with Gram Panchayats and their objections and suggestions shall be heard and decided by SDM by way of a reasoned speaking order. Aggrieved parties have right to appeal before D.C. and thereafter Principal Secretary (Power).

Single joint committee will clear all aspects of projects for statutory clearances.

15. NOCs from different Departments shall be furnished in shape of, self attested copies, to the HIMURJA. The IPP is required to furnish an affidavit, on Rs. 5/- stamp paper duly notarized, to the effect that all the conditions in the NOCs obtained from the different Departments and Gram Panchayat shall be abided by them, incase an IA is signed with the IPP later on.
16. The receipt of this communication and acceptance of consent conditions aforesaid will be acknowledged within one month and the affidavits, security charges, processing fee and upfront premium within two months from the date of issue of this letter. In case, IPP's confirmation is not received or security, processing fee and other relevant essential documents, not deposited by the due date it shall be presumed that IPP is not interested in taking up the project and consent shall be treated as withdrawn.

17. ROYALTY

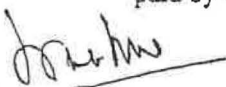
In the event of this project being awarded to you for implementation, a separate agreement called Implementation Agreement shall be executed for supplying the royalty on water usages in shape of free power royalty (Energy) as per the following rates or the rates applicable as per policy of the State Govt. at the time of signing of Implementation Agreement.

- a) Small Hydro Electric Projects upto 2 MW allotted after 2006 Hydro Policy, where power is consumed in HP by HPSEBL free power payable to State and Local Area Development Fund shall be 2%, 12% and 18% (2% for first 12 years, 12% for next 18 years & 18% for remaining period of to 10 years).
- b) **For Other Projects-** The Free power royalty liable to be charged for projects with an installed capacity upto 5 MW will be at the rate of 12%, 15% & 24% (12% for first 12 years, 15% for next 18 years & 24% for remaining period of 10 years) for captive use or third party sale outside the state or the rates applicable as per policy of the State Government at the time of signing of IA. For captive consumption within the state or sale to HPSEB Ltd. or its successors the concessional royalty rates shall be 6%, 15% and 24% (6% for first 12 years, 15% for next 18 years & 24% for remaining period of 10 years). In case of capacity enhancement beyond 5 MW rates notified by government shall be applicable.

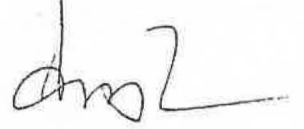
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- 19.2 (c) In case of bonafide Himachalis to whom Projects above 2.00 MW and upto 5.00 MW capacity is allotted, Change in name/dilution of shares by Himachali allottee to non-original allottee shall be allowed to the extent of 49% at any stage subject to the condition that six months of actual commissioning of project.
20. For projects upto 5 MW, HPSEB Ltd., or its successor entity shall buy the power at the tariff notified from time to time by Himachal Pradesh Electricity Regulatory Commission.
21. Alongwith the acceptance of the consent letter, the following shall also be furnished by the IPP: "An affidavit on a stamp paper of Rs.5/-only (duly notarized) to the effect that not more than three projects (including this project) are under execution with the allottee company/firm and the promoters of the company /firm".
22. Other conditions of Hydro Power Policy 2006 read with amendments to the same notified from time to time shall be applicable to the developer/IPP which shall also be mentioned as, " that the Hydro Power Policy, 2006 alongwith amendments from time to time shall be abided by him during the occupancy of the project", in the affidavit to be submitted under point no. 21 above as second point.
23. HIMURJA/ H.P. Government shall provide necessary assistance in obtaining clearances at State level.
24. This consent letter is being issued in lieu of MOU and no separate MOU shall be signed by the government.
25. This consent letter is being issued under the orders and authorization of Deptt. of Non-Conventional Energy Sources, Govt. of Himachal Pradesh.
26. If Upfront premium, security charges and processing fee are not deposited within two months from the date of consent letter the project is liable to be cancelled.
27. In case at any stage it is found that this small hydro Electric Project is prejudice to overall optimum development of the river, the government reserves the right to cancel the allotment of the project without any liability/limitations.
28. The DPR of the project is to be completed within the specified time i.e. 24 months (excluding extension of 3 months) failing which project shall stand cancelled.
29. The State Government and the local right holders shall have the right over use of water for irrigation and drinking water supply.
30. The Govt. reserves the right to modify, delete or add any of the conditions, criteria, at its own discretion and shall be at liberty to withdraw the consent if at a later stage it is found that some information has been suppressed or false information has been supplied by IPP about the project.
31. CAPACITY EXCEEDING 5MW AFTER ENHANCEMENT.

If the capacity of the allotted project is enhanced above 5MW, all the charges payable as per Policy for the projects above 5 MW including additional free power royalty are to be paid by the applicant afresh on whole capacity of the project.



6. Deputy Commissioner- Kullu, Distt. **Kullu, H.P.**
7. The Chief Engineer (SO&P), HPSEB Ltd. Vidyut Bhawan, Shimla 171004 for information and necessary action.
8. The Sr. Project Officer Himurja, Distt. **Kullu, H.P.** for information and necessary action.



(Er K. L. Thakur)
Project Director cum
Dy Chief Executive Officer,
HIMURJA, Urja Bhawan,
Kasumpti, Shimla-171009.



कार्यालय नायव तहसीलदार जरी जिला कुल्लू (हि.प्र.)

क्रमांक 129/का0का0

दिनांक 24/01/2026

प्रेषक,

नायव तहसीलदार जरी,
जिला कुल्लू (हि.प्र.)।

प्रेषित,

उप-मण्डलाधिकारी (ना0),
कुल्लू जिला कुल्लू (हि.प्र.)

विषय-


निर्माणाधीन हाइड्रो प्रॉजेक्ट के सम्बन्ध में ग्राम ग्राहण व टुंजा के निवासियों की मांगों एवम् सुरक्षा पहलुओं पर आगामी कार्यवाही हेतु।

महोदय,

उपरोक्त विषय के सन्दर्भ में आपके कार्यालय पत्र क्रमांक 3286-87/SDM-KLU-(SDK)/2025 दिनांक 23/12/2025 की अनुपालना में आज दिनांक 22-01-2026 मुकाम कसोल में निर्माणाधीन हाइड्रो प्रॉजेक्ट के सम्बन्ध में ग्राम ग्राहण व टुंजा के निवासियों की मांगों एवम् सुरक्षा पहलुओं को लेकर नायव तहसीलदार जरी की अध्यक्षता में एक बैठक की गयी। बैठक में ग्राम ग्राहण व टुंजा के निवासियों की ओर से श्री महेश्वर सिंह, वन परिक्षेत्र अधिकारी कसोल, श्री जितेन्द्र सिंह परियोजना प्रभारी कसोल उपस्थित थे। बैठक में गाँव ग्राहण व टुंजा के निवासियों की मांगों एवम् सुरक्षा पहलुओं को लेकर चर्चा की गयी। परन्तु गाँववासियों की ओर से श्री महेश्वर सिंह निवासी ग्राहण ने बताया कि गाँववासियों ने सुरक्षा पहलुओं को लेकर परियोजना प्रबन्धन के विरुद्ध मामला NGTC में दायर कर लिया है। इसलिये श्री महेश्वर सिंह निवासी ग्राहण ने मामले में NGTC का फैसला आने से पूर्व किसी भी प्रकार की चर्चा करने से इनकार किया है। जिस टनल के निर्माण वारे गाँववासियों ने आपत्ति जताई थी, परियोजना प्रबन्धन ने उस टनल का निर्माण कार्य नहीं करने वारे कहा है। तथा परियोजना प्रबन्धन ने बताया है कि अब वे पाँवर हाँऊस के लिये पानी पाईप के माध्यम से लायेंगे, इस संदर्भ में परियोजना प्रबन्धन शीघ्र ही अलग से प्रस्तावना तैयार करेगा।

अतः रिपोर्ट आगामी उचित कार्यवाही हेतु महोदय की सेवा में प्रेषित है।

भवदीय,


नायव तहसीलदार
जरी, जिला कुल्लू (हि.प्र.)।
NAIB TAHSEILDAR
JARI, KULLU (H.P.)

JOINT INSPECTION REPORT

The joint inspection of the site for the diversion of 1.62 hectare of forestland for the construction of Grahani Kasol (5.00 MW) Small Hydro Electric Power Project was carried out in the presence of staff of Forest Department and Revenue Department on 18th November, 2016.

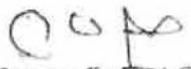
The User Agency has proposed three different alignments. In 1st alignment total 1.62 hectare of forestland is involved with least number of trees getting affected. In 2nd alignment and 3rd alignment are rejected due to thick forest and more over topography of the same is not suitable for the water conductor system, penstock and slopes are not stable for construction of project. Since 1st alignment is geological more stable, involves minimum forest land and least number of trees, the same has been finalized and the 2nd alignment and 3rd alignment has been rejected by the joint inspection committee.

There is no scope of avoidance of forestland. However all efforts have been made to minimize the use of forestland. The diversion of 1.62 hectare of forestland is bare minimum and cannot be escaped.

The Joint Inspection Committee therefore recommends diversion of 1.62 hectare of forestland (revenue details enclosed herewith) under section 2 of Forest Conservation Act (FCA) 1980.



Divisional Forest Officer,
Parvati Forest Division, Shamshi.

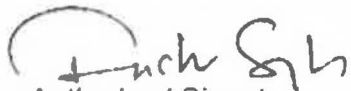

Sub Divisional Officer (C),
Sub Division Kullu.


Range Forest Officer,

Kasol Forest Range

पंचसरो वृक्ष विभाग
तहसील भुन्तरा जिला कुल्लू (हि.प्र.)


Revenue Officer,


Authorized Signatory,
M/S Dinesh Butail (Sole)


J E HPPWD
Manikarn.

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

OFFICE ORDER

Directorate of Energy (DoE), Government of Himachal Pradesh, is pleased to accord Technical Concurrence (TC) to Grahan Kasol SHEP (5.00 MW) on Grahan nallah, tributary of Parbati river, in District Kullu of Himachal Pradesh allotted to "M/s Dinesh Butail, Bundla Tea Estate, Palampur, Distt. Kangra-176061", at an estimated cost of Rs. 4773.00 lakh (Rupees four thousand seven hundred seventy three Lakh) only including Interest During Construction (IDC), Escalation, Financial Charges (FC) and Local Area Development Fund (LADF) @ 1% (one percent) of total project cost with the following stipulations:-

1.
 - i) The abstract of the Estimated Cost approved by DoE, GoHP is enclosed at **Annex-I** and the Salient Features of the scheme are enclosed at **Annex-II**.
 - ii) The completion cost shall not exceed the above cost except on account of the following:-
 - a) Interest During Construction (IDC) and Financial Charges (FC) shall be as per actuals but not exceeding the amount as indicated at **Annex-I**, unless revised by DoE, GoHP while according concurrence under Section-8 of Indian Electricity Act 2003 after review of the financial package.
 - b) Change in rates of Indian taxes and duties such as Goods and Service Tax (GST), Custom Duty and levy of any other taxes/duties subsequent to issue of Technical Concurrence (TC).
 - c) Change in Indian law resulting in change in the cost.
2. The Technical Concurrence (TC) is subject to the fulfilment of the following conditions:
 - i) Completed cost/Technical Concurrence (TC) shall not be re-opened due to the following:
 - a) Non acquisition of land.
 - b) Non- finalization of Power Purchase Agreement (PPA)
 - c) Delay in financial closure.
 - ii) The final financial arrangement shall not be inferior to the financing arrangement projected in the Detailed Project Report (DPR) for Concurrence.
 - iii) The cost of the project cleared by the DoE, GoHP is indicative and shall have no binding on the regulator while fixing the tariff. The tariff of the project shall be regulated by the appropriate Electricity Regulatory Commission.
 - iv) The public issue expenses, if any, shall be reconsidered at the time of approval of completion cost based on documentary proof and in accordance with Security Exchange Board of India (SEBI) guidelines regarding regulation of public issue expenses.
 - v) Fulfilment of conditions stipulated in Central Electricity Authority (CEA)/Central Water Commission (CWC) guidelines in respect of civil works at the stage of detailed designs/execution.
 - vi) In case, changes are made in design parameters during construction due to site conditions or otherwise, the same shall be intimated and got Concurred from DoE, GoHP before implementation of such changes.
 - vii) Any increase in the cost estimate due to design modifications and geological surprises would be absorbed by "M/s Dinesh Butail, Bundla Tea Estate, Palampur, Distt. Kangra-176061."
 - viii) No additional cost shall be allowed due to Resettlement & Rehabilitation (R&R) Plan.
 - ix) Normal operation life of the hydro power plant shall be as per provisions of latest CWC/CEA guidelines or Central Electricity Regulatory Commission (CERC)/ Himachal Pradesh Electricity Regulatory Commission (HPERC) regulations.

9
ACCEPTED

- x) The statutory and administrative clearances as per **Annex-III** shall be obtained ~~90~~ before **354** execution/ implementation of the project.
- xi) For evacuation of power, the interconnection point with the State grid and interconnection facilities at the interconnection point shall be provided, operated and maintained at the cost of the Developer.
- xii) The cost of providing and/or strengthening/additions etc. of the system at and beyond the Interconnecting Sub-station, which may also include the cost of replacement of switchgear/ protection and provision of shunt capacitors, strengthening of bus bars, apart from other works required at injection voltage level and other one or more successively higher voltages, civil works relocation of existing bays etc. shall be recovered by HPSEBL/HPPTCL, as per the regulations of HPERC read with the clarifications/decisions by HPERC and/or any other competent authority as may be finally applicable. The share of Developer on this account shall be paid by the Developer to Himachal Pradesh State Electricity Board Limited (HPSEBL)/ Himachal Pradesh Power Transmission Corporation Limited (HPPTCL) as per the final decision of the competent authority.
- xiii) Whereas the HPSEBL/HPPTCL shall endeavour to provide the power evacuation system at the earliest, the scheduled date for providing evacuation arrangements shall be spelt out in the PPAs on case to case basis inter-alia, keeping in view the time lines indicated in the relevant plan and approved by HPERC.
- xiv) The powerhouse generating equipments as well as other electrical equipments to be provided by the Developer shall be compatible for parallel operation with the State grid after interfacing. The Developer shall be responsible for any loss of generation on this account.
- xv) O&M charges for maintenance of inter connection facilities at the interconnection sub-station shall be paid by the Developer to HPSEBL/HPPTCL throughout the period, the Developer runs the project and the same shall be reviewed at the beginning of every financial year.
- xvi) The power of Grahani Kasol SHEP (5 MW) can be evacuated subject to following conditions:-
- (1) The joint evacuation of 10 MW power of Kasol and Grahani Kasol HEPs (5 MW each) can be evacuated on 33 kV D/C Barsaini – Malana- I line after commissioning of 33/132 kV Barsaini substation and 132 KV Barsaini-Charor D/C line by HPPTCL and operation of 33 kV Barsaini substation of HPSEBL with 33/132 kV substation of HPPTCL in integrated mode.
 - (2) IPP shall provide 33 kV substation/breaker with suitable protection at Kasol in the vicinity of existing 33 kV line route (Barsaini to Malana-I) at their cost by providing LILO arrangement of existing 33 kV D/C Barsaini to Malana-I and the length of 33 kV LILO line shall not be more than 500 mtrs.
 - (3) Both the IPPs (Kasol 5 MW and Grahani Kasol 5 MW) will construct 33 kV line or lay 33 kV underground cable in joint mode up to LILO point without disturbing the existing 11 kV line structure of HPSEBL and will execute the joint evacuation agreement.
 - (4) The IPPs shall provide control of breaker at LILO point and real time monitoring of electrical parameters to HPSEBL at 132/33 kV Jari (Malana-I) at their cost.
 - (5) IPPs are to deliver power at their interconnection points and will have to make arrangements for delivery of power at interconnection point by constructing dedicated line joint evacuation/paying charges and losses for the system of other system owners in to delivery point.
 - (6) To interconnection point, the arrangement is of the IPP. The deemed generation in the event of outage of HPSEBL system up to delivery point will not be acceptable.
- xvii) The project line shall be provided, operated and maintained by the Developer at his cost as per normal conditions after obtaining approval of HP Govt. under Section 68(1) of Electricity Act, 2003.
- xviii) The above mentioned evacuation arrangements shall be subject to the HPERC/CERC approval of "Comprehensive area wise plan for augmenting and establishing of transmission/sub-transmission system for evacuation of power from HEPs" which has

9 AEE (TBC)

already been submitted to HPERC. The Transmission/Distribution Licensee may however evolve alternate system(s) depending on the site conditions and subsequent developments with the approval of HPERC.

- xix) The Developer shall develop, operate and maintain the Project including the dedicated transmission system subject to compliance with the following:
 - a) Grid code and standards of grid connectivity.
 - b) Technical as well as Mechanical standards for construction of Electrical lines.
 - c) Norms of System Operation of the concerned State Load Dispatch Center (SLDC) or Regional Load Dispatch Center (RLDC).
 - d) Directions of the concerned SLDC or RLDC regarding operation of dedicated transmission line.
 - e) The Developer will only be allowed to inject power in HP system with the undertaking that necessary action to provide tele-metering to SLDC shall be provided by them and specifications required to be got approved from the office of SLDC, HP Load Dispatch Society, Shimla from compatibility point of view with existing Supervisory Control and Data Acquisition (SCADA) system.
 - xx) The Hydro generating units shall be capable of generating up to 110% of rated capacity (Subject to rated head being available) on continuous basis as per Sr. No 7 (Part-II) of Ministry of Power (Central Electricity Authority) notification No 12/X/STD (CONN) GM / CEA dated 15/10/2013 and subsequent amendments thereof.
 - xxi) The conditions on these lines shall have to be suitably included by the Developer in the PPA etc. apart from other standard conditions.
 - xxii) The observations of DoE, GoHP on the DPR and replies thereof shall form an integral part of the DPR.
 - xxiii) Minimum 15% release of water immediately downstream of diversion structure shall be ensured all the times including lean season as per prevailing GoHP notification. The necessary monitoring equipment as prescribed by the Pollution Control Board for the same shall be installed by the IPP during execution of the project.
 - xxiv) The levels as specified and approved shall strictly be adhered to for construction of project, also the riparian distances within upstream and downstream projects as per allotment of projects or any other project specific directions/conditions shall be maintained.
 - xxv) The authenticity of benchmark considered for carrying out survey as ensured and intimated by IPP to DoE shall be the sole responsibility of the IPP.
 - xxvi) The proposed arrangement of laying water conductor system with length 2010 m should be designed w.r.t. all necessary parameters of earth pressure/water pressure in empty/full condition, earthquake condition and with regard to all safety standards norms. The design should be vetted from an authorized & approved agency.
 - xxvii) LADC/LADF amount and activities shall be implemented as per Power policy of HP Govt., 2006 and subsequent amendments thereof.
 - xxviii) The additional 1% (one percent) free power from the project shall be provided and earmarked for a Local Area Development Fund(LADF) as per HP Govt. Notification No. MPP-F(1)-2/2005-V dated 30.11.2009 and subsequent amendments thereof.
 - xxix) The TC is based on the reports and data furnished by the Developer in the DPR and the relevant information provided by Himurja. It is presumed that information furnished is correct and has been collected reliably after carrying out detailed field investigations and surveys under the supervision of competent personnel. The scrutiny of DPR does not cover the examination of the detailed designs & working drawings of project components in regard to their structural, hydraulic and mechanical performance, safety and also of their positioning and fixing at site. This shall be ensured by the Developer as per standard norms & manuals.
3. The project shall be completed within 24 months from the date of start of the construction work.
 4. The completion cost of the scheme shall be submitted to DoE, GoHP within 3 months from the Commercial Operation Date (COD) of the plant.



- 101 356
5. The project promoters/project authorities shall give free accessibility to the officers and representatives of DoE, Himurja and other relevant Govt. Departments, Commissions etc. to have on the spot assessment of various aspects of the project.
 6. The firm financial package and tie-up of balance inputs/clearances shall be completed within the period as stipulated in the HP Govt. power Policy, 2006 and subsequent amendments thereof /Implementation Agreement (IA)/Supplementary Implementation Agreement (SIA).
 7. In case the time gap between the Technical Concurrence (TC) of the scheme and actual start of work on the project is three years or more, a fresh Concurrence shall be obtained from DoE, GoHP before start of actual work.
 8. The DoE, GoHP reserve the right to revoke the TC, if the conditions stipulated above are not complied with to the satisfaction of the GoHP.

BY ORDER OF THE GoHP

KSUNAKU
7/9/21
Chief Engineer,
Directorate of Energy, GoHP,
New Shimla-171009(HP).

No. DoE/CE(Energy)/TC-Grahan Kasol/2021- 4950-59

Dated: 09/09/2021

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

1. Addl. Chief Secretary (MPP & Power) to H.P. Govt., Shimla-171002.
2. Addl. Chief Secretary (NES) to H.P. Govt., Shimla-171002.
3. Secretary, Ministry of Non-Conventional Energy Sources (MNES), Block No.14, CGO Complex, Lodhi Road, New Delhi-110003.
4. Director, Environmental & Scientific Technologies, Narayan Villa, Near Wood Villa Palace, Shimla-171002.
5. Deputy Commissioner, Kullu, Himachal Pradesh – 175101.
6. General Manager, HPPTCL, Himfed Bhawan, Panjari, Below Old MLA Quarters, Shimla-171005.
7. Chief Engineer (SP), HPSEB Ltd, Uttam Bhawan, Dogra Lodge, Shimla-171004.
8. Chief Engineer (SO), HPSEB Ltd, Vidyut Bhawan, Shimla –171004.
9. Chief Executive Officer, Himurja, 8A-SDA Complex, Kasumpti, Shimla-171009.
10. M/s Dinesh Butail, Bundla Tea Estate, Palampur, Distt. Kangra-176061.

KSUNAKU
7/9/21
Chief Engineer,
Directorate of Energy, GoHP,
New Shimla-171009(HP).

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ANNEXURE-I

Grahan Kasol SHEP (5.00 MW) in District Kullu of Himachal Pradesh allotted to "M/s Dinesh Butail, Bundla Tea Estate, Palampur, Distt. Kangra-176061"

ABSTRACT OF COST ESTIMATE

Sr.No.	Description of work	Cost (Rs. in lakh)	
a)			
i)	Civil works i/c other Misc. expenses	2859.16	} Price level March, 2020.
ii)	Electro Mechanical Work	1153.99	
iii)	Transmission Works	72.50	
	Sub-total (a)	4085.65	
(b)			
i)	Interest During Construction (IDC)	419.16	
ii)	Escalation	163.11	
iii)	Financial Charges	58.08	
	Sub-total (b)	640.35	
	Total (a+b)	4726.00	
(c)	LADC @ 1.0% of (a+b)	47.26	
	Grand Total (a+b+c)	4773.26	
	Say	₹ 4773.00 Lakh	

(Rupees four thousand seven hundred seventy three Lakh only)

K. S. NAKHIV
7/9/2021
Chief Engineer,
Directorate of Energy, GoHP,
New Shimla-171009(HP).

AEE (TEC)

Grahan Kasol SHEP (5.00 MW) in District Kullu of Himachal Pradesh allotted to "M/s Dinesh Butail, Bundla Tea Estate, Palampur, Distt. Kangra-176061"

SALIENT FEATURES

I. LOCATION

State	Himachal Pradesh
District / Tehsil	Kullu
Village	Grahan
River/Khad	Grahan nallah
Vicinity	Diversion Weir on Grahan nallah at EL± 2110.00 m and surface power house on right bank of Grahan nallah with Tail Race Level at EL ± 1860 m near Village Grahan.

Accessibility	By Road	30 KM from Distt. H/Q Kullu 220 KM from Distt. Shimla
	By Railway	Nearest BG at Kirtpur (Pb.)
	By Air	Bhunter Airport

Geographical Co-Ordinates

	Longitude	Latitude
• Weir Site	77° 20' 38.22"E	31° 58' 10.14" N
• Power House Site	77° 19' 42.37"E	31° 59' 3.33" N

SOI Topo sheet	53 E/5, 1:50,000
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II. HYDROLOGY

Stream/nallah	Grahan nallah
Tributary of/ Basin	Parbati river
Catchment Area upto diversion site	22.90 sq.km.
Design Discharge	2.55 cumecs
Design Flood	136.09 cumecs
HFL	Weir site Power House site El ± 2111.00 m El ± 1859.75 m

III. PROJECT COMPONENTS:-

A. DIVERSION STRUCTURE / INTAKE

Type /Shape	Drop type trench weir
Size	16.00 m (L) x 2.00 m (W)
Depth	Varies from 1.10 m to 2.50 m
Design Discharge	2.55 cumecs plus flushing & Over Loading discharge
Track Rack level	EL ± 2110.00 m
Bed Slope	1 in 11.43

Size of Intake	5.00 (L) x 2.00 m (W) x 3.00 m (D)
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B. FEEDER / CONVEYANCE CHANNEL (Intake to De-Silting Tank)

Type/ shape	R.C.C. Box type
Size	1.80 m (W) x 1.50 m (D)
Length	35.00 m
Slope	1 in 400 m
Design Discharge	2.55 cumecs plus flushing & Over Loading discharge
Velocity	1.72 m/sec
Full Supply Level (FSL)	EL ± 2108.61 m

C. DE-SILTING ARRANGEMENT

Type	Surface/Hopper type
Size	45.00 m (L) x 8.00 m (W) x 5.40 m (Avg. Depth)
Design Discharge	2.55 cumecs plus flushing discharge & Over Loading discharge
Particle size to be removed	± 0.25 mm and above
Flow velocity	0.20 m/sec.
Full Supply Level (FSL)	EL ± 2108.61 m
Size of Silt Flushing pipe	1000 mm dia.

D. WATER CONDUCTER SYSTEM**HEAD RACE TUNNEL & POWER CHANNEL IN HRT**

Type /Size	D-shaped, 1.80 m dia.
Length of Head Race Tunnel(HRT)	2069.00 m (Open channel 69.00 m + 2010 m HRT)
Type of channel	RCC Rectangular Box type section
Size of channel	1.80 m x 1.40 m
Bed Slope	1 in 500 m
Velocity	1.55 m/sec.
Design Discharge	2.55 cumecs plus Over Loading discharge
Full Supply Level at end	EL± 2104.35 m
Bed Level at end	EL± 2103.25 m

E. FOREBAY TANK

Type	Surface RCC rectangular
Size	10.00 m (L) x 8.00 m (W) x 8.00 m (H)
Live Storage capacity	524.00 cumecs
Peaking time	3.42 minutes
Top Level	EL ± 2105.35 m
FSL	EL± 2104.35 m
MDDL	EL± 2102.55 m
Bed level	EL ± 2097.35 m

F. PENSTOCK

Type	Circular, Surface steel penstock
Number/size of main penstock	One / 1100 mm ϕ
Length of main penstock	390 m
Plate Thickness	Varying between 8 mm-20 mm
Velocity	3.22 m /sec
Material of steel liner	IS: 2062 Gr-B
Number of branches	Two
Size of branch penstock	16.00 m (each), 750 mm ϕ

G. POWER HOUSE

Type	Surface power house
Size	25.00 m x 15.00 m x 10.00 m
C/L of Jet	EL 1860.00 m
Installed Capacity	5.00 MW (2 units of 2500 kW each)
Gross Head	244.35 m
Net Head	236.31 m
Power House Crane	25/5 Tonne

Turbine

Type	Pelton Turbine
Number	Two
Rated Capacity	2500 kW (each)
Rated Speed	600 rpm



Generator

Type	Synchronous, Brushless Type
Number	Two
Rated Capacity	2500 kW
Power Factor	0.85
Rated Voltage	33/ 0.415 kV
Rated Frequency	50 Hz
Rated Speed	600 rpm
Overloading Capacity	10%

H. TAIL RACE

Type	Free Flow cut and cover channel
Size	1.60 m x 1.40 m
Length	15.00 m
Slope	1 in 400
Tail water Level	EL ± 1860.00 m

I. Construction period 24 months

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

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AEE (TEC)

Grahan Kasol SHEP (5.00 MW) in District Kullu of Himachal Pradesh allotted to "M/s Dinesh Butail, Bundla Tea Estate, Palampur, Distt. Kangra-176061"

LIST STATUTORY AND ADMINISTRATIVE CLEARANCES REQUIRED

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

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KSHIRKIV
27/9/2018
Chief Engineer,
Directorate of Energy, GoHP,
New Shimla-171009(HP).

Himachal Pradesh
IPH Department

NO.IPH-IPK-II-WA-NOC/2015-671-73
To

Dated:- 23-4-2016

M/S Dinesh Butail (Sole),
Butail Complex Bundla,
Tea Estate Palampur - Kangra 176061-H.P.


Subject:- Application regarding Issuance of No Objection Certificate for setting up of a Small Hydro Project Grahan Kasol (5.00MW) in Tehsil Bhunter District Kullu (H.P).

Reference:- Your office Letter No. Nil Dated Nil.

With reference to your referred Letter to above, The No Objection certificate for the implementation of for construction of Small Hydro Project Kasol (5.00MW) in Tehsil Bhunter District Kullu hereby issued in your favour to the following terms and Conditions:-

1. The Firm shall enter into legal agreement with the Department in this respect.
2. That the Chief Engineer (MZ) IPH Department, Mandi shall be the sole adjudicator of any dispute arising during construction as well as subsequently and his decision shall be binding on all the parties.
3. In case, there is any scarcity of water due to the drought or any reasons, the requirement of department shall have precedence over the requirement of this Hydro Power Project.
4. The firm shall ensure that the quantum flow of water to be released and maintained throughout the year immediately of the diversion site is a threshold value of not less than 15% of the minimum in flow observed in the lean season to the main river water body whose water is being harnessed by this project. The firm shall also ensure adequate minimum environment flow in the river below the diversion site to take care of aquatic life and ecology of the area.
5. The firm shall rehabilitate/repair/compensate for IPH Deptt Assets/water resources as well as private kuhals/Irrigation schemes/water supply schemes in case these are damaged or adversely affected due to construction of the project.
6. Additional water required by the Department in future in additional to the projected demand will get priority over the water requirements of the firm.
7. In addition to I&PH Department requirement, the firm will also satisfy the requirement of private users, if any.

8. That the Department will have liberty to draw water from **Grahan Nallah a tributary of Parwati river** (Upstream and downstream) for construction of any irrigation and water supply schemes as when required in future and, If any schemes, sources of water up and down stream of the HEP get affected, the executing agency will have to deposit the original cost of the schemes including its remodeling and restoration, augmentation cost, as the case may be with the department in advance so as to make these facilities available to the affected area(s) for which the company will have no objection
9. The present and future quantity of water for proposed WSS will be tapped department from **Grahan Nallah a tributary of Parwati river** tributary of Beas river upstream of the intake of the HEP and the department will have precedence over the requirement of the proposed project.
10. Company in rural area applying to the Department will not be granted water from our exiting schemes unless the scheme has sufficient water and Gram sabha of concerned Gram Panchayat pass resolutions approving the same.
11. Permission to make alternative arrangements will be given to the condition that the arrangements will not affected adversely or impact in existing water supply source being used by IPH Department and will be located at a sufficient distance from an existing ground water source and downstream of any existing surface water source. It will also require approval from concerned Gram Panchayats.
12. In the event of violation of the aforesaid terms and conditions of the NOC by the firm, the NOC shall be treated as cancelled.


Executive Engineer
IPH Division No.II
Kullu at Bhunter

Copy to the Superintending Engineer IPH Circle Kullu for information with reference to his office letter No.SE-IPHK-WA-V-NOC/2015-15565-69 dated 3.02.2016.

Copy to the Assistant Engineer IPH Sub Division Shamshi for information and further action.

Executive Engineer
IPH Division No.II
Kullu at Bhunter.

I/377528/2024

Office of the Principal Chief Conservator of
Forests (Wildlife) and Chief Wildlife Warden
Himachal Pradesh.



☎0177-2625205 (O)

0177-2624193

(FAX)

E-mail: pccfwl-hp@nic.in

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H.P. FOREST DEPARTMENT, ARANAYA BHAWAN, TALLAND, SHIMLA-1

No. WL (Misc.)/Graham Kasol & Kasol/

To

Nodal Officer-cum-APCCF (FCA)
O/o PCCF (HoFF) H.P.

Subject:- Diversion of 1.6201 hectare of forest land in favour of M/S Dinesh Butail, Butail Complex Bundla Tea Estate Palampur, Tehsil Palampur, District Kangra, H.P. for the construction of Graham Kasol Hydro Power Project (5 MW) within the jurisdiction of Parbati Forest Division, District Kullu, H.P. (Online No. FP/HP/HYD/36856/2018)

Memo.

Please refer to your office letter No. Ft.-3836/2018 (FCA) dated 16.06.2020 on the subject cited above.

In this regard, it is informed that the matter has been got enquired into through CF Kullu & CF GHNP Shamshi and on the basis of their report the comments of undersigned are as under:-

1. That the aerial distance of the proposed project i.e. weir site is 40 meter and Power House 500 meter from the boundary of Kanawar Wild Life Sanctuary and falls within the Eco-Sensitive Zone.
2. That the overall impact of proposed project to flora and fauna/biodiversity of ESZ is assessed as Low.
3. That the Wildlife Mitigation Plan for the Rs. 65, 65,000/- is also prepared by the User Agency and the same has been approved by the undersigned.
4. That the animals like Common Leopard, Fox, Monitor Lizard, Civets, Leopard cat, Jungle cat, birds etc. that can be frequented in the area are highly adaptive to human habitations, the impact on which can be minimized by taking mitigations measures and mitigation measures are suggested in the Wildlife

Conservation, Mitigation and Management Plan which is recommended by Monitoring Committee of ESZ.

5. That the above project is only allowed in ESZ in consonance with the measures suggested in the above plan.
6. That the provision for requirement of animal passage is also suggested in the above plan.

However, while taking further necessary action in the matter it may be ensured that all the instructions, rules, stipulations and guidelines on diversion of land in Eco-Sensitive Zone are strictly observed and adhered to.

This is for favour of information and further necessary action at your end please.

Signed by

Rajiv Kumar

Date: 01-04-2024 13:07:19

PCCF.WL.HP



सत्यमेव जयते

भारत सरकार/GOVERNMENT OF INDIA
उप-कार्यालय, शिमला (क्षेत्रीय कार्यालय, चंडीगढ़)
Sub-Office, Shimla (Regional Office, Chandigarh)
पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय
Ministry of Environment, Forest and Climate Change
सी.जी.ओ. कॉम्प्लेक्स, शिवालिक खण्ड, लॉंगवुड
CGO Complex, Shivalik Khand, Longwood
शिमला, हिमाचल प्रदेश-171001



111 366

Shimla, Himachal Pradesh – 171001

ईमेल/Email : iro.shimla-mefcc@gov.in, दूरभाष/Tel.0177-2658285, फैक्स/Fax: 0177-2657517

Dated: As mentioned in E-signature

सेवा में,

अतिरिक्त मुख्य सचिव (वन)

हिमाचल प्रदेश सरकार

आमसंडेल बिल्डिंग, शिमला।

(E-mail: forestsecy-hp@nic.in)

विषय

Diversion of 1.6201 ha of forest land in favour of M/s Dinesh Butail Complex Bundla Tea Estate Palampur for the construction of Grahan Kasol Hydro Power SHEP 5 MW, within the jurisdiction of Parbati Forest Division Distt. Kullu Himachal Pradesh. (online Proposal No. FP/HP/HYD/36856/2018)

सन्दर्भ:

नोडल अधिकारी-सह-अतिरिक्त प्रधान मुख्य अरण्यपाल (एफ.सी.ए.) का पोर्टल पर अपलोड किया गया पत्र संख्या-Ft. 48-3836/2018 (FCA) दिनांक 27.10.2025.

महोदय,

मुझे आपका ध्यान उपर्युक्त प्रस्ताव की और दिलाने का निर्देश हुआ है, जिसमें वन (संरक्षण एवं संवर्धन) अधिनियम, 1980 की धारा- 2 के अधीन केन्द्रीय सरकार की अनुमति मांगी गई है। इस प्रस्ताव में इस कार्यालय के समसंख्यक पत्र दिनांक 22.01.2025 द्वारा सैद्धांतिक स्वीकृति प्रदान की गई थी, जिसकी अनुपालना रिपोर्ट नोडल अधिकारी-सह-एपीसीसीएफ (एफसीए) पत्रांक HPFD-F05/141/2023- (एफ.सी.ए.) दिनांक 02.08.2025 (ऑनलाइन पोर्टल) को प्राप्त हुई किन्तु प्रस्ताव में कमी के कारण दिनांक 03.09.2025 को इस कार्यालय द्वारा आवश्यक दस्तावेज मांगे गये जिसकी अनुपालना रिपोर्ट नोडल अधिकारी-सह-एपीसीसीएफ (एफसीए) पत्रांक Ft.48-3836/2018(FCA) दिनांक 27.10.2025 (ऑनलाइन पोर्टल) के उपरांत केन्द्र सरकार द्वारा उपर्युक्त उद्देश्य 1.6201 हेक्टेयर वन भूमि के उपयोग हेतु विधिवत स्वीकृति निम्नलिखित शर्तें पूरी करने पर प्रदान की जाती है:-

- वन भूमि की विधिक स्थिति बदली नहीं जाएगी।
- परियोजना के लिए आवश्यक गैर वन भूमि प्रयोक्ता अभिकरण को सौंपे जाने के बाद ही वन भूमि सौंपी जाएगी।
- काटे जाने वाले बाधक वृक्षों/पौधों की संख्या किसी भी रूप में प्रस्ताव में दर्शायी गई संख्या से अधिक नहीं होगी एवं पेड़ राज्य वन विभाग के सख्त पर्यवेक्षण में कटेंगे। प्रयोक्ता अभिकरण वन विभाग के पास पेड़ों की कटाई की लागत जमा की जाएगी और वृक्षों की कटाई के दौरान वन्यजीवों को किसी तरह का नुकसान नहीं पहुंचाया जाएगा।
- राज्य सरकार द्वारा प्रस्तावित सीए योजना के अनुसार 3.25 हे० के पौधारोपण का कार्य Blcok/Compartment/Survey No. 53E/5 of Komi Gar, Grahan Beat, Village/Site-Kasol, Kasol Forest range, Parvati Forest division, Distt. Kullu Himachal Pradesh पर सीए किया जाएगा और वन उपयोग कर्ता एजेंसी द्वारा प्रदान किया जायेगा। जहां तक व्यावहारिक हो, स्थानीय स्वदेशी प्रजातियों को लगाया जाए तथा प्रजातियों की एकल प्लान्टेशन से बचा जाये।
- प्रतिपूर्ति पौधारोपण इस पत्र के जारी होने की तिथि से एक वर्ष के अन्दर हो जाना चाहिए।
- CEO, State CAMPA, इस कार्यालय द्वारा अनुमोदित सीए योजना के अनुसार CA वृक्षारोपण के लिए DFO को CAMPA Scheme के तहत धनराशि जारी करना सुनिश्चित करेंगे।

- vii. DFO अनुमोदित CA Sites पर वृक्षारोपण करना सुनिश्चित करेंगे और MoEF&CC की अनुमति **112** बिना अनुमोदित CA Sites को नहीं बदलेंगे।
- viii. राज्य सरकार प्रयोक्ता एजेंसी को वन भूमि को गैर वानिकी कार्यों के लिए हस्तान्तरण से पूर्व स्वीकृत प्रतिपूर्ति पौधारोपण (CA) क्षेत्र की KML फाइल को भारतीय वन सर्वेक्षण (FSI) के E-Green Watch पोर्टल पर अपलोड करना सुनिश्चित करेगी।
- ix. **No Objection Certificate from the competent authority with reference to the CIA/CCS studies (Impact Assessment) of River Beas and its recommendations shall be obtained by the State Government along with any other environment related compliance/clearance.**
- x. **The State Government shall ensure that the carrying capacity of the river basin does not exceed the limit, as recommended and approved by the competent authority**
- xi. **The State Government shall ensure that the User Agency shall comply the provisions of the all Rules, Regulation and Guidelines issued for laying transmission line in forest areas the time being in force, as applicable to the project.**
- xii. **The State Government/User Agency shall ensure adherence to stipulated E-flow, as recommended by the Govt. of Himachal Pradesh, NGT, MoEF&CC, Gol and any other regulatory authority, for the conservation and development of aquatic flora and fauna.**
- xiii. **Any other condition that the concerned Regional Office of this ministry may stipulate, from time to time, in the interest of conservation, protection and development of forests & wildlife and the User Agency/State Government may ensure compliance to provisions of all Acts, Rules, Regulations**
- xiv. **The period of diversion under this approval shall be co-terminus with the period of lease to be granted in favour of the user agency of the project life, whichever is less.**
- xv. वन भूमि का प्रयोग प्रस्ताव में दर्शाये गये उद्देश्य के अलावा किसी अन्य उद्देश्य के लिये नहीं किया जायेगा।
- xvi. माननीय उच्चतम न्यायालय के निर्देशानुसार जब कभी भी NPV की राशि बढ़ाई जायेगी तो उस बढ़ी हुई NPV की राशि को जमा करने के लिए प्रयोक्ता एजेंसी बाध्य होगी और राज्य सरकार बढ़ी हुई राशि जमा कराना सुनिश्चित करेंगे।
- xvii. इस प्रस्ताव को 99 वर्षों के लिए अनुमति प्रदान की जायेगी, इसके उपरांत पुनः यह अनुमति भारत सरकार से प्राप्त करनी होगी। इस अनुमोदन के तहत Diversion की अवधि प्रयोक्ता एजेंसी के पक्ष में दी जाने वाली Lease की अवधि या परियोजना की अवधि जो भी कम हो के सह-समाप्ति होगी।
- xviii. एफ.आर.ए., 2006 का पूर्ण अनुपालन संबंधित जिला कलेक्टर द्वारा निर्धारित प्रमाण पत्र के माध्यम से सुनिश्चित किया जाएगा।
- xix. साथ लगते वन और वनभूमि को किसी तरह का कोई नुकसान नहीं पहुंचाया जायेगा और साथ लगते हुए वन और वनभूमि को बचाने के लिये सभी प्रयत्न किये जायेंगे।
- xx. वन भूमि एवं आस-पास की भूमि पर कोई भी श्रमिक शिविर स्थापित नहीं किया जाएगा।
- xxi. स्थानान्तरण के लिए प्रस्तावित वनभूमि को केंद्रीय सरकार की पूर्व अनुमति के बिना किसी भी परिस्थिति में किसी अन्य एजेंसी, विभाग या व्यक्ति विशेष को हस्तांतरित नहीं किया जायेगा।
- xxii. केंद्रीय सरकार की अनुमति के बिना प्रस्ताव के ले-आउट प्लान को बदला नहीं जायेगा।
- xxiii. परियोजना निर्माण से उत्सर्जित मलवे का निस्तारण प्रयोक्ता अभिकरण द्वारा केवल परियोजना स्थल पर ही किया जायेगा तथा इसके अलावा अन्यत्र मलवा नहीं फेंका जायेगा।

88/HP/01/57/2020/PC 17/11/2023/2023
xxiv. अन्य कोई भी शर्त इस क्षेत्रीय कार्यालय द्वारा वन तथा वन्यजीवों के संरक्षण, सुरक्षा तथा विकास हेतु समय-समय पर लगाई जा सकती है।

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xxv. यदि आवश्यक हो तो प्रयोक्ता एजेंसी पर्यावरण (सुरक्षा) अधिनियम 1986, के अनुसार पर्यावरण अनुमति प्राप्त करेगी।

xxvi. **The User Agency shall submit the annual self-compliance report in respect of the above conditions to the State Government and to the concerned Regional Office/Sub-office of the Ministry regularly.**

xxvii. इनमें से किसी भी शर्त का उल्लंघन वन(संरक्षण एवं संवर्धन) अधिनियम 1980 का उल्लंघन होगा तथा पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय के द्वारा वन (संरक्षण एवं संवर्धन) अधिनियम, 1980 और वन (संरक्षण एवं संवर्धन) नियम, 2023 के बारे में जारी **Consolidated Guidelines** में उल्लेखित दिशानिर्देश 1.16 के अनुसार कार्यवाई की जायेगी।

xxviii. यदि कोई अन्य सम्बंधित अधिनियम/अनुच्छेद/नियम/न्यायालय आदेश/अनुदेशआदि इस प्रस्ताव पर लागू होते हैं तो उनके अधीन जरूरी अनुमति लेना राज्य सरकार की जिम्मेवारी होगी।

xxix. **This approval is subject to the final outcome w.r.t Hon'ble Supreme Court Orders in the CWP (C) No 1164/2023 dtd 03.02.2025 and 04.03.2025.**

xxx. इस प्रस्ताव के संबंध में अन्य नियमों के अधीन लागू होने वाले सभी स्वीकृति, सक्षम अधिकारी से संतुष्टि प्राप्त होने के बाद ही प्रोजेक्ट चालू किये जायेंगे।

2. मंत्रालय इस स्वीकृति को स्थगित/रद्द कर सकता है यदि उपरोक्त शर्तों में से किसी भी शर्त का कार्यान्वयन सन्तोषप्रद नहीं है। राज्य सरकार वन विभाग के माध्यम से इन शर्तों का पालन सुनिश्चित करेगी।

यह पत्र सक्षम अधिकारी के अनुमोदन उपरांत जारी की जा रही है।

भवदीय,

Sd/-

(राजा राम सिंह)

उप वन महानिरीक्षक (केंद्रीय)

प्रतिलिपि सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:

1. नोडल अधिकारी-सह-अतिरिक्त प्रधान मुख्य अरण्यपाल (एफ.सी.ए.), हिमाचल प्रदेश सरकार, वन विभाग, टालैंड, शिमला (E-mail: nodalcahp@yahoo.com).
2. वन मण्डल अधिकारी, पार्वती वन मण्डल, जिला कुल्लू, हिमाचल प्रदेश (E-mail: head-fordivkul-hp@hp.gov.in)
3. मैसर्स दिनेश बुटेल, बुटेल कॉम्प्लेक्स बुंडला टी एस्टेट पालमपुर जिला कांगड़ा हिमाचल प्रदेश (E-mail: grahakasolhydroproject@gmail.com)

No/SHP/. 4163
H.P. forest Department

From Dated Kullu, the/ 4-12-2015
Divisional forest officer
Wild Life Division Kullu.


To M/S Dinesh Butail (Sole), Butail Complex.
Bundla Tea estate Palampur-Kangra 176061.

Subject: Distance Certificate in respect of 5.00 MW Kasol Small Hydel Electric Project.

Sir,

Please refer to your letter No Nil dated 29.10.2015, on the subject cited above.

2. In this connection, R.F.O Wild Life Kullu has reported that the proposed site for installation of 5.00 MW Small Hydro Project Kasol (Grahana Nalla) Distt Kullu does not falls with in the jurisdiction of Wild Life Range Kullu. The aerial distance from Grahana Nalla to Kanawar Wild life Sanctuary is about 10 Meter. This is for favour of your kind information and further necessary action.


Divisional Forest Officer,
Wild Life Division Kullu.



<https://www.google.com/maps/@31.975001,77.3093616,8306m/data=!3m1!1e3!>

3.	Establishment of major hydro-electric project.	Prohibited.
4.	Use or production or processing of any hazardous substances.	Prohibited.
5.	Discharge of untreated effluents in natural water bodies or land area.	Prohibited.
6.	Setting up of new saw mills.	New or expansion of existing saw mills shall not be permitted within the Eco-sensitive Zone.
7.	Setting up of brick kilns.	Prohibited.
8.	Use of polythene bags.	Prohibited.
B. Regulated Activities		
9.	Commercial establishment of hotels and resorts.	No new commercial hotels and resorts shall be permitted within one kilometer of the boundary of the protected area or upto the extent of Eco-sensitive Zone, whichever is nearer, except for small temporary structures for eco-tourism activities: Provided that, beyond one kilometer from the boundary of the protected area or upto the extent of Eco-sensitive Zone, whichever is nearer, all new tourist activities or expansion of existing activities shall be in conformity with the Tourism Master Plan and guidelines as applicable.
10.	Construction activities.	(a) New commercial construction of any kind shall not be permitted within one kilometer from the boundary of the protected area or upto extent of the Eco-sensitive Zone, whichever is nearer: Provided that, local people shall be permitted to undertake construction in their land for their use including the activities mentioned in sub-paragraph (1) of paragraph 3 as per building bye-laws to meet the residential needs of the local residents. Provided further that the construction activity related to small scale industries not causing pollution shall be regulated and kept at the minimum, with the prior permission from the competent authority as per applicable rules and regulations, if any. (b) Beyond one kilometer it shall be regulated as per the Zonal Master Plan.
11.	Small scale non-polluting industries.	Non-polluting industries as per classification of industries issued by the Central Pollution Control Board in February, 2016, as amended from time to time and non-hazardous, small-scale and service industry, agriculture, floriculture, horticulture or agro-based industry producing products from indigenous materials from the Eco-sensitive Zone shall be permitted by the competent Authority.
12.	Felling of trees.	(a) There shall be no felling of trees in the forest or Government or revenue or private lands without prior permission of the Competent Authority in the State Government. (b) The felling of trees shall be regulated in accordance with the provisions of the concerned Central or State Act and the rules made thereunder.

35.	Cottage industries including village artisans, etc.	Shall be actively promoted.
36.	Use of renewable energy and fuels.	Bio-gas, solar light, etc. shall be actively promoted.
37.	Agro-Forestry.	Shall be actively promoted.
38.	Plantation of Horticulture and Herbals.	Shall be actively promoted.
39.	Use of eco-friendly transport.	Shall be actively promoted.
40.	Skill Development.	Shall be actively promoted.
41.	Restoration of degraded land/ forests/ habitat.	Shall be actively promoted.
42.	Environmental awareness.	Shall be actively promoted.

5. Monitoring Committee for Monitoring the Eco-sensitive Zone Notification.- For effective monitoring of the provisions of this notification under sub-section (3) of section 3 of the Environment (Protection) Act, 1986, the Central Government hereby constitutes a Monitoring Committee, comprising of the following, namely:-

S.No.	Constituent of the Monitoring Committee	Designation
1.	Conservator of Forests, Kullu	Chairman;
2.	A representative of Non-governmental Organisation working in the field of Environment to be nominated by the State Government	Member;
3.	Regional Executive Officer of State Pollution Control Board	Member;
4.	Senior Town Planner of the area	Member;
5.	An expert in the area of Ecology and Environment to be nominated by the State Government	Member;
6.	An expert in Biodiversity to be nominated by the State Government	Member;
7.	Divisional Forest Officer, Wildlife , Kullu	Member;
8.	Divisional Forest Officer, Parbati	Member-Secretary.

6. Terms of reference. – (1) The Monitoring Committee shall monitor the compliance of the provisions of this notification.

- (2) The tenure of the Monitoring committee shall be till further orders, provided that the non-official members of the Committee shall be nominated by the State Government from time to time.
- (3) The activities that are covered in the Schedule to the notification of the Government of India in the erstwhile Ministry of Environment and Forests number S.O. 1533 (E), dated the 14th September, 2006, and are falling in the Eco-sensitive Zone, except for the prohibited activities as specified in the Table under paragraph 4 thereof, shall be scrutinised by the Monitoring Committee based on the actual site-specific conditions and referred to the Central Government in the Ministry of Environment, Forest and Climate Change for prior environmental clearances under the provisions of the said notification.
- (4) The activities that are not covered in the Schedule to the notification of the Government of India in the erstwhile Ministry of Environment and Forests number S.O. 1533 (E), dated the 14th September, 2006 and are falling in the Eco-sensitive Zone, except for the prohibited activities as specified in the Table under paragraph 4 thereof, shall be scrutinised by the Monitoring Committee based on the actual site-specific conditions and referred to the concerned regulatory authorities.

MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE

NOTIFICATION

New Delhi, the 8th November, 2021

S.O. 4615(E).—WHEREAS, a draft notification was published in the Gazette of India, Extraordinary, *vide* notification of the Government of India in the Ministry of Environment, Forest and Climate Change number S.O. 4274(E), dated the 27th November, 2020, inviting objections and suggestions from all persons likely to be affected thereby within the period of sixty days from the date on which copies of the Gazette containing the said notification were made available to the public;

AND WHEREAS, copies of the Gazette containing the said draft notification were made available to the public on the 27th November, 2020;

AND WHEREAS, no objections and suggestions were received from persons and stakeholders in response to the aforesaid draft notification;

AND WHEREAS, the Kanawar Wildlife Sanctuary is spread over an area of 107.29 square kilometres and situated at a distance around 240 kilometers from Shimla and 42 kilometers from Kullu in District Kullu in the State of Himachal Pradesh;

AND WHEREAS, Kanawar Wildlife Sanctuary was given the status of Sanctuary with effect from the 1st February, 2014 *vide* notification No. FFE-B-F(6)-13/1999/ Kanawar dated the 1st February, 2014. The Sanctuary provides home to a variety of endemic flora and fauna and also has several important values from ecological, faunal, floral, geomorphologic and recreational and research or educational perspective;

AND WHEREAS, the protected area is consisted of Sub-tropical Chir Pine Forest, Moist Deodar Forest, Western mixed coniferous forests, Moist Temperate Deciduous Forest, Kharshu Oak Forest, Western Himalayan Sub-alpine Fir Forest and 15/C3 Alpine Pastures. The major vegetation found in and around Kanawar Wildlife Sanctuary are deodar (*Cedrus deodara*), fir (*Abies pindrow*), spruce (*Picea smithiana*), kail (*Pinus wallichiana*), ban (*Quercus leucotrichophora*), Kharsu (*Quercus semecarpifolia*), Prunus (*Prunus* spp), acer (*Acer pictum*), juglans (*Juglans regia*), buxus (*Buxus wallichiana*), rhododendron (*Rhododendron arboretum*), Celtis (*Celtis australis*), betula (*Betula utilis*), alnus (*Alnus nitida*), aesculus (*Aesculus indica*);

AND WHEREAS, the Kanawar Wildlife Sanctuary is known to harbour an exceptional variety of wildlife; the major threatened fauna recorded from the Kanawar Wildlife Sanctuary are musk deer (*Moschus moschiferus*), blue sheep (*Pseudois nayaur*), Himalayan tahr (*Hemitragus jemlahicus*), common leopard (*Panthera pardus*), barking deer (*Muntiacus muntjak*), black bear (*Selenarctos thibetanus*), brown bear (*Ursus arctos*), goral (*Naemorhedus goral*), western tragopan (*Tragopan melanocephalus*), Himalayan monal (*Lophophorus impejanus*), jackal, fox, mongoose, Himalayan yellow throated marten (*Martes flavigula*), Himalayan palm civet (*Pagoma larvata*), flying squirrel (*Petaurista petaurista*);

AND WHEREAS, the other major fauna of the Kanawar Wildlife Sanctuary, includes Serow (*Capricornis thar*), leopard cat (*Prionailurus bengalensis*), jungle cat (*Felis chaus*), monkey (*Macaca mulatta*), languor (*Presbytis entellus*), etc;

AND WHEREAS, the important avifauna recorded from the Sanctuary are Himalayan griffon (*Gyps himalayensis*), western tragopan (*Tragopan melanocephalus*), chukor (*Alectoris chukar*), Chir pheasant (*Catreus wallichii*), Koklash pheasant (*Pucrasia macrolopha*), Kalij pheasant (*Lophura leucomelanos*), etc; While the endemic vulnerable species has been recognized and restricted to Himalayan region in India;

AND WHEREAS, the Kanawar Wildlife Sanctuary and its Eco-sensitive Zone supports a number of medicinal plants including patish (*Acontinum* spp.), shingli mingli (*Dioscorea deltoidea*), salam-panja (*Orchis latifolia*), *Padophyllum* species, guchhi (*Morchella esculanta*), banaksha (*Viola* spp.);

- (vii) Rural Development;
 - (viii) Irrigation and Flood Control;
 - (ix) Municipal;
 - (x) Panchayati Raj;
 - (xi) Himachal Pradesh State Pollution Control Board; and
 - (xii) Public Works Department.
- (4) The Zonal Master Plan shall not impose any restriction on the approved existing land use, infrastructure and activities, unless so specified in this notification and the Zonal Master Plan shall factor in improvement of all infrastructure and activities to be more efficient and eco-friendly.
- (5) The Zonal Master Plan shall provide for restoration of denuded areas, conservation of existing water bodies, management of catchment areas, watershed management, groundwater management, soil and moisture conservation, needs of local community and such other aspects of the ecology and environment that need attention.
- (6) The Zonal Master Plan shall demarcate all the existing worshipping places, villages and urban settlements, types and kinds of forests, agricultural areas, fertile lands, green area, such as, parks and like places, horticultural areas, orchards, lakes and other water bodies with supporting maps giving details of existing and proposed land use features.
- (7) The Zonal Master Plan shall provide mechanism for regulating developmental activities in Eco-sensitive Zone and adhere to prohibited and regulated activities listed in the Table in paragraph 4 and also ensure and promote eco-friendly development for security of local communities' livelihood.
- (8) The Zonal Master Plan shall be co-terminus with the Regional Development Plan.
- (9) The Zonal Master Plan so approved by the State Government shall be the reference document for the Monitoring Committee for carrying out its functions of monitoring in accordance with the provisions of this notification.
- 3. Measures to be taken by the State Government.** -The State Government shall take the following measures for giving effect to the provisions of this notification, namely: -
- (1) **Land use.**— (a) Forests, horticulture areas, agricultural areas, parks and open spaces earmarked for recreational purposes in the Eco-sensitive Zone shall not be used or converted into areas for commercial or residential or industrial activities:
- Provided that the conversion of agricultural and other lands, for the purposes other than that specified at part (a) above, within the Eco-sensitive Zone may be permitted on the recommendation of the Monitoring Committee, and with the prior approval of the competent authority under Regional Town Planning Act and other rules and regulations of Central Government or State Government as applicable and *vide* provisions of this notification, to meet the residential needs of the local residents and for activities, such as:-
- (i) widening and strengthening of existing roads and construction of new roads;
 - (ii) construction and renovation of infrastructure and civic amenities;
 - (iii) small scale industries not causing pollution;
 - (iv) cottage industries including village industries; convenience stores and local amenities supporting eco-tourism including home stay; and
 - (v) promoted activities given in paragraph 4:
- Provided further that no use of tribal land shall be permitted for commercial and industrial development activities without the prior approval of the competent authority under Regional Town Planning Act and other rules and regulations of the State Government and without compliance of the provisions of article 244 of the Constitution or

sensitive Zone and heritage conservation plan for their conservation shall be prepared as part of the Zonal Master Plan.

- (6) **Noise pollution.** -Prevention and control of noise pollution in the Eco-sensitive Zone shall be carried out in accordance with the provisions of the Noise Pollution (Regulation and Control) Rules, 2000 under the Environment Act.
- (7) **Air pollution.**- Prevention and control of air pollution in the Eco-sensitive Zone shall be carried out in accordance with the provisions of the Air (Prevention and Control of Pollution) Act, 1981 (14 of 1981) and the rules made thereunder.
- (8) **Discharge of effluents.**- Discharge of treated effluent in Eco-sensitive Zone shall be in accordance with the provisions of the General Standards for Discharge of Environmental Pollutants covered under the Environment Act and the rules made thereunder or standards stipulated by the State Government, whichever is more stringent.
- (9) **Solid wastes.**-Disposal and Management of solid wastes shall be as under:-
- (a) the solid waste disposal and management in the Eco-sensitive Zone shall be carried out in accordance with the Solid Waste Management Rules, 2016, published by the Government of India in the Ministry of Environment, Forest and Climate Change *vide* notification number S.O. 1357 (E), dated the 8th April, 2016; the inorganic material may be disposed in an environmental acceptable manner at site identified outside the Eco-sensitive Zone;
- (b) safe and Environmentally Sound Management of Solid wastes in conformity with the existing rules and regulations using identified technologies may be allowed within Eco-sensitive Zone.
- (10) **Bio-Medical Waste.** – Bio-Medical Waste Management shall be as under:-
- (a) the Bio-Medical Waste disposal in the Eco-sensitive Zone shall be carried out in accordance with the Bio-Medical Waste Management Rules, 2016, published by the Government of India in the Ministry of Environment, Forest and Climate Change *vide* notification number G.S.R. 343 (E), dated the 28th March, 2016.
- (b) safe and Environmentally Sound Management of Bio-Medical Wastes in conformity with the existing rules and regulations using identified technologies may be allowed within the Eco-sensitive Zone.
- (11) **Plastic waste management.** - The plastic waste management in the Eco-sensitive Zone shall be carried out as per the provisions of the Plastic Waste Management Rules, 2016, published by the Government of India in the Ministry of Environment, Forest and Climate Change *vide* notification number G.S.R. 340(E), dated the 18th March, 2016, as amended from time to time.
- (12) **Construction and demolition waste management.** - The construction and demolition waste management in the Eco-sensitive Zone shall be carried out as per the provisions of the Construction and Demolition Waste Management Rules, 2016 published by the Government of India in the Ministry of Environment, Forest and Climate Change *vide* notification number G.S.R. 317(E), dated the 29th March, 2016, as amended from time to time.
- (13) **E-waste.**- The e - waste management in the Eco-sensitive Zone shall be carried out as per the provisions of the E-Waste Management Rules, 2016, published by the Government of India in the Ministry of Environment, Forest and Climate Change, as amended from time to time.
- (14) **Vehicular traffic.**– The vehicular movement of traffic shall be regulated in a habitat friendly manner and specific provisions in this regard shall be incorporated in the Zonal Master Plan and till such time as the Zonal Master plan is prepared and approved by the competent authority in the State Government, the Monitoring Committee shall monitor

South:

Boundary starts with approx. average 900 meters strip width from Palangchadhar and moves along nalla, then moves upstream through 2/20Thanarang Protected Forest, Survey of India(SOI) bench mark 3380 meters. Thereafter, moves down stream along Nala, SOI bench mark 2655 meters. Then moves through Keluban Protected Forest boundary then moves up stream the Ursu Nala and moves along Najangad. Nala then moves upstream ridge SOI bench mark 2650 meters.

Geo coordinates:

South	77°18'55.139"	31°53'53.99"
	77°24'04.367"	31°53'16.957"

West:

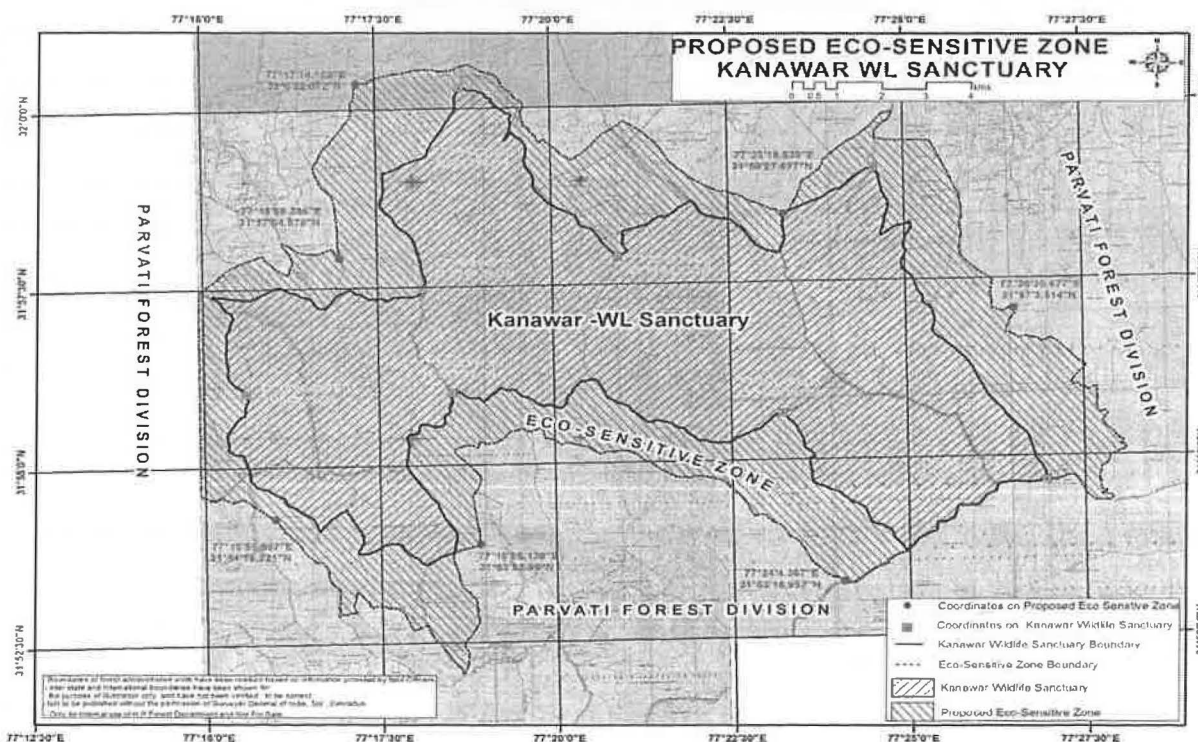
Boundary starts with approx. average 600 meters strip width from SOI bench marks 2650 meters and moves down stream along Nala through Searan Protected Forest and then moves along the ridge of Kalga & Chatni Protected Forest, and then through Cholanal Protected Forest up to SOI bench mark 2340 meters. Thereafter, from SOI bench mark 2340 meters. Onward moves through the ridge and moves 1/11 Dunkhhramul Protected Forest the downstream along the boundaries of 2/10 Sarajpat Protected Forest up to R/4 Kasol (Jail Nala) the starting point of Northern Boundary.

Geo coordinates:

West	77°15'58.657"	31°54'16.221"
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ANNEXURE- IIA

MAP OF ECO-SENSITIVE ZONE AROUND KANAWAR WILDLIFE SANCTUARY ALONG WITH LATITUDE AND LONGITUDE OF PROMINENT LOCATIONS



South	77°18'55.139" 77°24'04.367"	31°53'53.99" 31°53'16.957"	PF Thanarang, Keluban, Ursu and ends at 2650 SOI benchmark
East	77°26'30.677"	31°57'03.414"	PF: Dudhikhhol along 4000 m contour line upto Panchigalu.
West	77°15'58.657"	31°54'16.221"	PF: Seran, Kalga, Chatni, Chola, Sarajpat upto jail nala in Kasol RF

ANNEXURE-IV

LIST OF VILLAGES COMING UNDER ECO-SENSITIVE ZONE OF KANAWAR WILDLIFE SANCTUARY ALONG WITH GEO-COORDINATES

Sr. No.	Village Name	Latitude	Longitude
1	Kasol	32° 00' 35.141"N	77° 18' 46.687"E
2	Grahan	31°58'19.093"N	77°20'46.939"E
3	Thunja	31°56'0.92"N	77°20'0.23"E

ANNEXURE-V

LIST OF FOREST FALLING IN THE ECO-SENSITIVE ZONE

Division	Sr. No.	Type of Forest	Name of Forest	Compartment	Area in Sq. Km.
Parbati	1	Reserved Forest	R/4 Kasol	Part	4.90
	2		RF Jaulid	Whole	2.44
	3	Demarcated Protected Forest	Shearn	Part	2.90
	4		Kalga	Part	1.28
	5		Chola	Part	0.86
	6		Chatni	Part	2.52
	7		Dunkhramul	Part	0.99
	8		Sarahan	Part	0.63
	9		Thanarang	Part	1.95
	10		Harigrahan	Part	12.89
	11		Sarajpat	Whole	6.66
	12		Khobas	Part	1.68
	13		Shilagarh	Part	2.40
	14		Tilalotan	Part	6.44
	15		Jaularang	Part	1.76
	16		Ursu	Whole	0.38
	17		Chari thach	Part	0.225
	18		Bhandag	Part	9.47
		19	Undemarcated Protected Forest	Kanawar III	Whole
			Total		64.655

F.No. 11-438/15-FC(Pt)
Government of India
Ministry of Environment Forests & Climate Change
(Forest Conservation Division)

Indira Paryavaran Bhawan
Aliganj, Jor Bagh Road, New Delhi-110003
Dated: 17th April, 2018

To,

Principal Chief Conservator of Forest (Hoff)
Himachal Pradesh
Shimla

Sub: Revision of Guidelines for diversion of forest land for non forestry purpose under the forest (Conservation) Act, 1980

Sir,

I am directed to refer your letter No.48-66/2015(FCA) dated 8th April, 2016 and the letter of Additional Chief Secretary, Himachal Pradesh dated 14th January, 2016 and the letter of Shri Thakur Singh Bharmouri dated 30th June, 2016 on the subject cited above and to inform that considering the issues raised by Bonafide Himachalies Hydro Power Developers Association during the meeting held on 10th October, 2017, following decisions have been taken:-

1. Right of way for transmission lines :

Issue:- The financial implications of diverting the forest land coming within the width of ROW is very high as full Net Present Value (NPV) and Compensatory Afforestation (CA) costs are charged which render these projects financially unviable.

Government of India, Ministry of Power (Central Electrical Authority) guidelines dated 15th October, 2015 is for payment of compensation towards damages in regard to right of way for transmission lines and **this cannot be equated with the diversion of forest land under ROW** as in the case of forest land proposed for diversion for ROW is not acquired but permission for use of forest land for non forestry purposes are granted in favor of user agencies subject to several mitigation and compensatory measures such as payment of NPV and Compensatory afforestation cost on equal non forest area or degraded forest land towards compensating the ecological services rendered by the forest affected/damages due to laying of transmission line and construction of tower which occurs during the laying of lines and maintenance of lines while in operation. However, considering the nature of production of green energy the NPV may be charged at 50% of normal rate applicable as in case of wind energy may be allowed.

Decision taken: For the development of SHEP (up to 25 MW) the NPV may be charged at the rate of 50% of the normal NPV applicable in the area as granted to wind mill energy projects.

2. Compensatory afforestation:

Issue:- In Himachal Pradesh the forest land area is more than 66.5% and there is very less non-forest land available in Himachal Pradesh for Compensatory Afforestation (CA) The HP State fulfills the criteria of forest land being more than 33% of geographical area and falls under the purview of GoI guidelines issued by MoEF&CC GoI therefore, compensatory afforestation may be considered to be allowed over the forest land as non-forest land is not available in all districts.

Decision taken: It was discussed and suggested that considering the topography and excessive slopes in hill districts of Himachal Pradesh and similarly positioned hill districts in the other states which are largely forest covered and to harness the tremendous under-utilized potential of Hydropower without bringing major changes in slopes/topography and to encourage natural non-abrasive eco-centric development particularly in hill districts of the nation it would be appropriate to extend the benefit of clause 3.2 vi of Guidelines and clarifications issued by MOEF&CC which require compensatory afforestation may be raised over degraded forest land twice in extent of the forest area being diverted /de-reserved by bringing an amendment in the said guidelines in following manner:

Existing clause:

3.2 vi (b) For construction of link roads, small water works, minor irrigation works, school building, dispensaries, hospital, tiny rural industrial sheds of the Government or any other similar work excluding mining and encroachment cases, which directly benefit the people of the area – in hill districts and in other districts having forest area exceeding 50% of the total geographical area, provided diversion of forest area does not exceed 20 hectares.

Following additional clause will be inserted below the clause 3.2 vi (b)

3.2vi (b-1) For construction of small hydroelectric project (upto 25MW) duly approved by the competent authority in the Government which would directly benefit the people of the area – in hill districts of the country having forest area exceeding 50% of the total geographical area, provided diversion of forest area does not exceed 5(five) hectares.

3. Land above tunnel shall not be considered for diversion.

Issue:- Construction of tunnels is environment friendly; however, it attracts higher cost. It does not interfere with flora and fauna, ecology, etc. Therefore, the surface land above the tunnel should not be included in the Land Diversion Case.

It was clarified that tunnel is underground and land above the tunnel is always required to maintain the tunnel, to provide inspection shaft and to monitor the safety,

Decision taken: The forest land above the underground tunnel shall be considered for diversion and all conditions as applicable to underground mining shall be imposed accordingly.

4. Temporary land required for Ropeways/construction power shall be excluded.

Issue:- The temporary land required for construction activity such as construction tower, ropeways, etc. may be allowed and may not be enforced to be included in the land diversion case. Temporary ropeways and construction power lines not only protect environment rather it saves lot of fossil fuel. So land underneath the wires may not be insisted to be included in FCA.

It was clarified that though use of forest land seems to be of temporary nature but it is a fact that such changes in use of forest land for non-forestry purposes culminates into the use of regular nature. Hence it attracts the provision of Forest Conservation Act 1980 and at present no change is required from Ministry's end.

Decision taken: Provision of Forest Conservation Act 1980 will be applicable for such use of forest land for temporary ropeways and construction power lines.

5. Considering Small Hydro Projects as linear Nature Projects.

Issue:- Small Hydro Electric Projects (SHEP) involve construction of roads, transmission lines, and water canals and laying of pipelines, which involves several villages, and these activities are declared linear in nature by the Government of India not considering SHEP as linear project for the purpose of forest clearance is neither logical nor justified. It was argued by the representatives of the Bonafide Himchali's Hydro Power Developers Association that by treating the SHEP as linear project the relaxation granted in respect of the applicability of FRA will also be extended to the SHEP.

Decision taken: Small hydro projects requires linear components involved like laying of pipeline, roads and water canal etc. are integral part of the project and land use for linear segments therefore such proposals can be considered as linear projects as far as relaxation on settlement of rights in accordance with the FRA 2006 and the rules framed there under, however it would continue to be dealt by the Regional Office along with other hydro electric projects and sent to the Ministry for approval as being done at present.

6. No Diversion case for Micro Hydel and watermills.

Issue:- There are number of water mills in the hill states having potential to generate electricity 20 kw (0.02 MW) to 100 kw (0.1 MW) and there is a scheme of Ministry of New and Renewable Energy to promote such Micro Hydel Power Projects through village level committees, local youth, cooperative societies, etc. Unfortunately, such small projects are also subjected to all the clearances as a result of which nothing is happening on the ground in this regard.

It was deliberated that water mills in hills are being traditionally used and is part of hill culture and minor changes in the existing guidelines can help in generation of electricity.

Decision taken: Considering the Micro hydel and water mills as green energy source a general approval for establishment of Micro hydel and water mills covering a forest not more than one

hectare (1 hectare) may be granted under Section 2(ii) of FC Act to the state government if no felling of trees are involved with general and standard conditions applicable to such projects.

7. Catchment Area Treatment Plan (CAT)

Issue:- Project up to 10 MW are exempted to pay CAT Charges being renewable but as per present Guidelines up-to 25 MW capacity are categorized as renewable projects. Since all these projects are runoff river projects and no pondage is allowed CAT may be exempted for all type of projects up-to 25 MW capacity. It was clarified by IGF (FC) that the Catchment treatment is very essential to conserve soil strata covering the contributing slope of any watershed, it not only helps to conserve the precious soil but leads to vegetate the soil cover resulting prolonging moisture retention in the slopes. As this is a technical requirement it cannot be dispensed with.

Decision taken: Catchment area Treatment plan will be done as applicable today and this condition may not be dispensed with for the improvement of the catchment on which SHEP are situated.

This issues with the approval of competent authority.

Yours faithfully,



(Nisheet Saxena)

Sr. Assistant Inspector General of Forests (FC)

Copy to :

1. Ms. Pratima Gupta, Director, NITI Ayog, Government of India with reference to letter No. 13017/9/2015-E&F dated May 19th, 2016.
2. Additional Chief Secretary, Forest Department, Himachal Pradesh Government, Shimla.
3. Shri Thakur Singh Bharmouri, Himachal Pradesh, Shimla.
4. Shri Pramod Sharma, Chief Adviser, BHHPPDA, Shivani Bhawan, New Delhi.

Copy to :

1. PPS to DGF&SS
2. PPS to ADGF (FC)
3. PPS to IGF(FC)

Form-I
(for linear projects)
Government of Himachal Pradesh.

Office of the District Collector, Kullu, Distt. Kullu, H.P.

No. 3164 /DRA

Dated: 25/11/2021

TO WHOM SO EVER IT MAY CONCERN

In compliance of the Ministry of Environment and Forest (MoEF), Government of India's letter No. 11-9/98-FC (pt.) dated 3rd August 2009 wherein the MoEF issued guidelines on submission of evidences for having initiated and completed the process of settlement of rights under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 ('FRA' for short) on the forest land proposed to be diverted for non-forest purposes read with MoEF's letter dated 5th February 2013 wherein MoEF issued certain relaxation in respect of linear projects, it is certified that 1.62 hectare of forest land proposed to be diverted in favour of M/s Dinesh Butail, Grahani Kasol Hydro Project Regd. Office at Bandla Tea Estate, Palampur, District Kangra. for construction of Grahani Kasol (5.00MW) Small Hydro Electric Power Project in Kullu district falls within jurisdiction of Gram Panchayat, Kasol village in Tehsil Bhunter.

It is further certified that:

- (a) The complete process for identification and settlement of rights under the FRA has been carried out for the entire 1.62 hectare of forest area proposed for diversion. A copy of records of all consultations and meetings of the Forest Rights Committee(s), Gram Sabha(s), Sub Division Level Committee(s) and District Level Committee are enclosed as annexure A to annexure D.
- (b) The diversion of forest land for facilities managed by the Government as required under section 3 (2) of the FRA have been completed and the Gram Sabhas have given their consent to it;
- (c) The proposal does not involve recognized rights of Primitive Tribal Groups and Pre-agricultural communities.

Encl: As above.


(Ashutosh Garg, IAS)
District Collector,
Kullu.

Proceedings of the meeting of the District Level Committee constituted under Schedule Tribes & Other Traditional Forest Dwellers (Recognition of Forest Rights) Act (FRA), 2006.

A meeting of the District Level Committee of Kullu District, constituted under FRA, 2006 was held under the Chairmanship / Chairpersonship of Ashutosh Garg, IAS, Deputy Commissioner, Kullu on 15/11/2021 at 3.00 PM at Kullu in which the application(s) claiming rights in Gram Panchayat, Kasol forest area under FRA, 2006, of the following applicant(s), duly processed and recommended by the Sub Division Level Committee(s) of Kullu Sub Division(s), were discussed to consider the same for admission by the District Level Committee.

After scrutiny of the documents and detailed discussions the following decisions were taken on each application:-

Name of Applicant	Purpose	Decision
M/s Dinesh Butail, Garahan Kasol Hydro Project Regd.Office at Bandla Tea Estate ,Palmpur,District Kangra	Diversions of 1.62 hectare forest land for the Construction of Grahan Kasol (5.00MW) Small Hydro Electric Power Project	Admitted

Place: Kullu


DC-cum Chairman/Chairperson,
District Level Committee,
Kullu District HP.

**OFFICE OF THE SUB DIVISIONAL OFFICER (CIVIL) KULLU, DISTRICT
KULLU, H.P.**

**Proceeding of the meeting of the Sub Divisional Level Committee under
Schedule Tribe & Other Traditional Forest Dwellers (Recognition of Rights)
Act (FRA), 2006.**

A meeting of Sub Division Level Committee of Kullu Sub Division constituted under FRA, 2006 was held under the chairmanship of **Dr. Amit Guleria, HAS, SDO, Kullu** on **07.07.2021** at **11.00 AM** at **Kullu** in Kullu Sub Division Kullu area under FRA, 2006 in which the application(s) of community Rights claim of Muhal/Phati **Sosan** claiming rights in Sub Division Kullu forest area(s) under FRA, 2006 duly processed and recommended by the concerned Muhal/Phati Sabha and were discussed to consider the same for recommendation to the District Level Committee.

After scrutiny of the documents and detailed discussions, the claim of the following applicants were found to be in order and recommended for admission to the District Level Committee:-

Sr. No.	Name of applicant	Name of the Forest detail of the Forest Rights
1	M/s Dinesh Butail Grahan Kasol Hydro Project Regd. office at Bandla Tea Estate, Palampur, Distt. Kangra	Sosan

For the construction of Grahan Kasol(5-00 MW) Small Hydro Electric Power Project of forest land measuring land 1.62 hectare).

Claims of the following applicant was not found in order and rejected.

Sr.No.	Name of applicant	Name of the Forest detail of the Forest Rights.
1.	Nil	Nil

As informed by the FRC Sosan application/s was/were received claiming rights in Phati Sosan forest area.

(Dr. Amit Guleria, HAS)
Chairman cum-SDO, Kullu

Place - Kullu
Date - 07/07/2021

Distt. Revenue Officer
KULLU (H.P.)

प्रेषक

तहसीलदार भुन्तर,

प्रेषित:-

श्री जितेन्द्र सिंह

प्राधिकृत अधिकारी

ग्राहण कसोल हाइड्रो पावर प्रोजेक्ट

वन्दला टी स्टेट पालमपूर

तहसील पालमपूर जिला कांगडा

क्रमांक 3589-92 का० का० 31-3-17

बिषय:-

अनापति प्रमाण पत्र जारी करने बारे।

बिषय उपरोक्त के आपके आवेदन पत्र क्रमांक/दिनांक 26.11.2015 के सन्दर्भ में क्षेत्रीय अभिकरण द्वारा अवगत करवाया गया है कि ग्राहण कसोल जल विद्युत परियोजना (5 MW) द्वारा अधिकृत की जाने वाली भूमि व इसके साथ लगती भूमि पर कोई रास्ता, पानी का चश्मा, घराट व कुहल, शमशानघाट व अन्य कोई सार्वजनिक प्रयोजन का स्थल नहीं है।

[Handwritten Signature]
तहसीलदार भुन्तर
जिला कुल्लू

प्रतिलिपि:- क्रमांक का० का०

1 उपायुक्त महोदय कुल्लू सूचनार्थ।

2 उपमण्डलअधिकारी (ना०) कुल्लू सूचनार्थ।

तहसीलदार भुन्तर

VAKALATNAMA
BEFORE THE HON'BLE NATIONAL GREEN
TRIBUNAL (PRINCIPAL BENCH AT NEW DELHI)

ORIGINAL APPLICATION NO. 98 OF 2026
IN THE MATTER OF:

Chandresh Kumar & Others

... Applicants

VERSUS

State of Himachal Pradesh & Ors.

... Respondents

KNOW ALL whom these presents shall come that I, Gokul Butail S/o Sh. Dinesh Butail, aged 33 Years, R/o Bundla Complex, Bundla Tea Estate, Palampur, District Kangra, Himachal Pradesh, ~~G~~PA of Dinesh Butail the undersigned do hereby appoint **Sh. Varun Kant Sharma, Gaurav Kumar and Akriti**

MANUBARWALA
Advocates to be Advocate for the **Respondent no 9** in the above mentioned case to do all following acts, deeds and things or any of them that it to say:

1. To act sign, appear and plead in the above-mentioned cause in this court or any court in which the same may be tried or heard in first instance or in appeal or Letters Patent Appeal or Review of Revision or execution in any other stage of its progress until its final decision.
2. To present pleadings, appeals, letter Patent Appeals, petitions for appeal to Supreme Court cross objections or petitions for execution review, revision withdrawal, compromise or other petition or affidavits or other

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- documents as may be deemed necessary or advisable for the prosecution of the said case in all its stages.
3. To withdraw or compromise the said cause or submit to arbitration any difference of dispute that shall arise touching or in any manner relating to the said cause.
 4. To receive money and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in course of the prosecution of the said cause.
 5. To employ and instruct any other Legal practitioner authorizing him to exercise the powers and authorities hereby conferred on the Advocates whenever he may think fit to do so.

AND I/we hereby agree to ratify whatever the advocates or his substitute shall do in the premises.

AND I/we hereby agree to ratify whatever the advocates or his substitute responsible for the result of said cause in consequence of his absence from the court when the said cause is called up for hearing.

AND I/we hereby agree that in the event of the whole or any part of the fee agreed by me/us to paid to the advocate remaining unpaid, he shall be entitled to withdraw from the prosecution of the said case until the said is paid.

In witness where of I/we here up to set my/our hands to these presents the contents of which have been explained to and understood by me/us on the 25th day of April, 2026

Accepted by Advocate

Govind Kumar
Clients

<i>[Signature]</i> Varun Kant Sharma HIM/189/2003	Gaurav Kumar HIM/266/2017	<i>Akriti</i> Akriti MANU BARLOALA D/3540/21
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सत्यमेव जयते

INDIA NON JUDICIAL

Government of Himachal Pradesh

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e-Stamp

Certificate No. : IN-HP77213288198136Y
Certificate Issued Date : 25-Apr-2026 04:17 PM
Account Reference : NEWIMPACC (SV)/ hp19031404/ PALAMPUR/ HP-KG
Unique Doc. Reference : SUBIN-HPHP1903140446172996375207Y
Purchased by : GOKUL BUTAIL
Description of Document : Article 48 Power of Attorney
Property Description : AS PER SPA
Consideration Price (Rs.) : 0
 (Zero)
First Party : DINESH BUTAIL
Second Party : GOKUL BUTAIL
Stamp Duty Paid By : GOKUL BUTAIL
Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)



Gokul Butail
 Dinesh Butail



Please write or type below this line

ATTESTED

VIKAS SOOD
 Notary Public
 Sub-Divn. Palampur (HP)

25 APR 2026

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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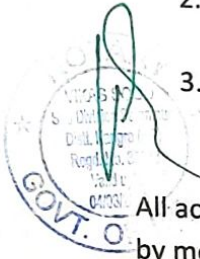
SPECIAL POWER OF ATTORNEY

E-Stamp- Rs. 1000/- attached

Know all men by these present that I, **Dinesh Butail** age 69 years S/o **Sh. Kunj Bihari Lal Butail R/o Bandla, Tea Estate, Tehsil Palampur, Distt Kangra H.P.** do hereby appoint, nominate and constitute **Sh. Gokul Butail S/o Sh. Dinesh Butail R/o Bandla Tea Estate, Tehsil Palampur, Distt Kangra H.P.** to be my lawful Special power of attorney to do the and execute all or any of the following acts, and things.

WHEREAS I am Prop. of Small Hydel Project **Grahan Kasol (5M.W)** allotted by **HIMURJA Department.** And I want to transfer the above said Hydel Project but due to unavoidable circumstances and I am unable to lookafter and manage my above said project due to unavoidable circumstances, hence I authorized above said attorney to do following acts, deeds and things:-

1. That my said attorney is authorized to transfer on my behalf the above said hydel project.
2. That my said attorney is authorized to sign any documents, agreement etc. necessary for transfer of above said hydel project.
3. That to do any acts, deeds or things, which our said attorney may in his absolute discretion, deem necessary for the proper benefit and protection of my above mentioned project.



All acts, deeds and things lawfully done by my said attorney shall be deemed to have been done by me and I further undertake to ratify and confirm the same.

IN WITNESS WHEREOF I THE EXECUTANT HAVE SET MY SIGNATURE ON THIS SPECIAL POWER OF ATTORNEY IN THE PRESENCE OF MARGINAL WITNESSES ON THIS 25TH DAY OF APRIL 2026 AT PALAMPUR.

Identified By:

Bhagwan Dass Advocate Palampur.

Gokul Butail
Executant
Dinesh Butail

ATTESTED
VIKAS SOOD
Notary Public
Sub-Divn. Palampur (HP)

Sr. No. **134** Declared before me on
Oath/Affirmation on this **25** Day
of **25.4.2026** at Palampur by **D. Sh. Butail**
who was identified by Sh. **B. D. Butail**
who is personally known to me certified that
contents of above affidavit / document are read
over & explained to the deponent who admitted
here to be correct

Deponent

VIKAS SOOD
Notary Public
Palampur (HP)

25 APR 2026