

In pursuance of the provision of clause (3) of article 348 of the "Constitution of India", the Governor is pleased to order the publication of the following English translation of notification no. 203 Dated 8.2.23 for \_\_\_\_\_ general information:

**Government of Uttarakhand**  
**Energy and Alternative Energy Department**  
**F. NO-203/I/04(8)/04/2022 (E-38574)**  
**Dehradun: Dated 08 February, 2023**

**Notification**

In exercise of the powers conferred under article 162 of the Constitution of India, the Governor is pleased to substitute/amend the existing paragraphs specified in column-1 to the paragraphs specified in column-2 in the notification No-53/I/2015-04/10/2014, Dated 31 January, 2015 of Energy Department, Government of Uttarakhand issued for '**Policy for Development of Small Hydro Power project' (02 MW to 25 MW capacity)**, notification No-1611/नौ-3-ऊ0/2002, Dated 19 October, 2002 of Energy Department, Government of Uttarakhand issued for '**Policy on Hydro Power Development by private sector in the State of Uttaranchal' (25 MW and above)** and notification No-(356/04)/नौ-3-ऊ0/ज0वि0नीति/03, Dated 28 January, 2004 of Energy Department, Government of Uttarakhand issued for '**Policy on private sector investment in Hydro Power Projects above 100 MW capacity'**. :

Notification No-53/I/2015-04/10/2014, Dated 31 January, 2015

**Column-1**

**Column-2**

**Existing paragraphs**

**Paragraphs hereby substituted**

**3.4 Operative Period :**

The SHP allotted under this policy will be on Build, Operate & Transfer Basis (BOT). **The BOT period will be 40 years (including Five years of construction period and 35**

**3.4 Operative Period :**

The SHP allotted under this policy will be on Build, Operate & Transfer Basis (BOT). **The Agreement shall remain in force up to a period of 40 years from the Scheduled Commercial Operation Date (SCOD) of the**



years of operation & Maintenance period). The BOT period will start from the date of signing of Implementation Agreement of the project. The State Government may extend the construction period of the project, in case the developer is not able to get clearances / commission the project within the stipulated period due to the circumstances that are beyond his control, but the developer will not have any right for claiming the extension. At the end of the BOT period the absolute ownership of the power project along with land, all allied works, plant & machinery etc. complete, established by the selected developer, will automatically stand transferred to the State Government or any entity of the State Government, free of cost and free of all encumbrances. Govt. of Uttarakhand may extend the BOT period at its discretion on mutually agreed terms & conditions at the time of extension of concession period.

#### **10 Sale of Electricity :**

Uttarakhand Power Corporation Limited Company will have the first right of purchase of electricity generated by the SHP's allocated under this

project, unless terminated earlier in accordance with the provisions of the agreement. The State Government may extend the construction period of the project, in case the developer is not able to get clearances / commission the project within the stipulated period due to the circumstances that are beyond his control, but the developer will not have any right for claiming the extension. At the end of the BOT period the absolute ownership of the power project along with land, all allied works, plant & machinery etc. complete, established by the selected developer, will automatically stand transferred to the State Government or any entity of the State Government, free of cost and free of all encumbrances. Govt. of Uttarakhand may extend the BOT period at its discretion on mutually agreed terms & conditions at the time of extension of concession period.

#### **10 Sale of Electricity :**

Entire power generated from the project having capacity up to 25 MW will mandatorily be purchased by Uttarakhand Power Corporation Limited (UPCL) at tariff as determined



Policy at the rates determined by the Uttarakhand State Regulatory Commission. The State Government will provide guarantee for the payments to be made by the UPCL for such purchases. However, after refusal by Uttarakhand Power Corporation Limited, the developer can sell the power generated from the project to any consumer or any willing distribution licensee or any power trading company or for the captive use of new industrial consumers.

### **13.5 Transfer of Allotment :**

#### **13.5.1. Prior to Commissioning**

(a) The original developer of Small hydro Power project allocated under this policy may be permitted once to transfer the project prior to commercial operation of the project to any other developer, on a case to case basis by the Special Committee constituted by the Uttarakhand Government by evaluation of the reasons that necessitated the transfer of project by the original allottee. The Special Committee of the State Government may permit the transfer of project subject to the following conditions: -

by Uttarakhand Electricity Regulatory Commission (UERC).

If the appropriate action is not taken by the UPCL within the stipulated time as defined in the regulations issued by Hon'ble Uttarakhand Electricity Regulatory Commission (UERC) from time to time, then the penalty imposed by the Government of Uttarakhand after due deliberation shall be payable by UPCL.

The said provision shall be applicable to the projects which shall be commissioned after the issuance of notification.

### **13.5 Transfer of Allotment :**

1. The Principal Promoters with the prior approval of State Government are allowed to sell/transfer their equity up to 100% during the implementation period of the Project in the name of any third party which is possessing equivalent or higher technical and financial strengths, subject to the fulfillment of the below mention terms and conditions. However, there will be no restriction in respect of transfer of the project after commissioning.
  - i. A detailed proposal showing competency in terms of Financial and Technical credential of the New Entity willing to acquire the project, is submitted for consideration of the Government by either of the



i) This facility of transfer of projects can be availed only once by the original allottee(s).

ii) Financial institution has consented such transfer,

iii) Under the Captive Power Produce Category, the State Government is satisfied that the new developer will consume the generated energy primarily for his own use,

iv) The Technical and financial capability of the new developer are equal to or more than the minimum eligibility criteria prescribed in the original bid document through which the project was allocated to the original developer.

v) New developers deposits the performance bank guarantee with the Energy Department,

vi) Proposed new developer agrees to all the terms & conditions agreed by the original developer.

vii) New developer deposits an amount equal to 20% of the total upfront premium paid by the original bidder as the transfer fees with Government of

parties, along with firm letter of consent and valid resolution duly passed The Board of Directors of both the parties, shall ensure that all liabilities and responsibilities assigned in favour of the allottee shall be acceptable to the New Entity.

ii. An undertaking to the effect that all liabilities as well as payments due in favour of the allottee company are duly accepted by the new entity.

iii. The New Entity should possess adequate financial as well as technical competencies in such a manner that the credential of the New Entity should meet the strengths required for pre-qualification as per the allotment terms and conditions.

2. For allowing change/transfer of equity of principal promoter, a fee @ Rs 50,000/- per MW subject to maximum of Rs 50 Lacs is to be deposited at the time of signing Tripartite Agreement (TA)/ Supplementary pre implementation Agreement (SPIA) / Supplementary Implementation Agreement (SIA) for transfer of project along with all liabilities/responsibilities in the name of new entity.

3. If any Project developer changes / dilutes equity participation of the constituent member(s) of the company or changes the name of the Company / Limited Liability partnership(LLP) firm / Body corporate without the prior approval of the Government, a



Uttarakhand for the small hydro power projects above 5.00 MW and 10% of the total upfront premium paid by the original developer, in case of projects above 2.00 MW and up to 5.00 MW. This transfer fee is in addition to the transfer fees payable, if any, to any other authority. The Department of Energy has got full authority to revise the minimum threshold transfer fee at any time as and when it feels necessary through a notification.

**viii)** The transfer of project prior to commercial operation will be permitted only once. If the new developer again transfers the small hydro power project to a new developer, the same will never be permitted and in such a case, the project will be reverted back to the State Government on "as is where is basis" and new developer will not be eligible for any claims for the construction done at the project site or all other payments made to energy department or any other department or to any statutory body of the State Government and also the performance security

penalty at the rates described below shall be levied. Accordingly, a supplementary PIA/IA/TA to this effect shall be signed within two months from the conveyance of approval. Project developer shall intimate to the Government about the above changes as soon as possible on priority within 6 months.

Sr. No.	Description	Penalty Charges
1	For any equity change without the prior approval of the Government.	Rs.20,000 per MW subject to maximum of Rs. 20 Lakh.
2	For change of name of the Company/ Firm without the prior approval of the Government.	Rs.20,000 per MW subject to maximum of Rs. 20 Lakh.
3	For change in equity as well as change in name of the Company/ Firm without Prior approval of the Government.	Rs. 20,000 per MW subject to maximum of Rs. 20 Lakh.

4. The process of transfer of allotment/promoters equity in the company/change in shareholding of the company shall be completed within 02 months from the date of receipt of the request from the project developer.

All the other provisions of the Project Development Agreement/ Implementation Agreements/



deposited will also be forfeited in the interest of the State Government.

### **13.5.2 Transfer of Project Post Commercial Operation :**

Developer can transfer the project after Commercial operation with the permission of the State Government; the Department of energy will charge a transfer fee @ 10% of the total upfront premium paid by the original developer at the time of allocation of the project.

### **26 Applicability:**

The SHP allotted under this policy will be on Build, Operate & Transfer Basis (BOT). **The BOT period will be 40 years (including 5 years construction period & 35 years concession period). The BOT period will start from the date of signing of Implementation Agreement of the project.** At the end of the BOT period the absolute ownership of the hydro power project along with land, power house, switchyard, power evacuation system & allied equipment will automatically stand transferred to the State Government or any agency notified by the State Government free of cost and free of all encumbrances. For

Supplementary Implementation Agreements and Policies shall remain unchanged.

### **26 Applicability:**

The SHP allotted under this policy will be on Build, Operate & Transfer Basis (BOT). **The Agreement shall remain in force up to a period of 40 years from the Scheduled Commercial Operation Date (SCOD) of the project, unless terminated earlier in accordance with the provisions of the agreement.** At the end of the BOT period the absolute ownership of the hydro power project along with land, power house, switchyard, power evacuation system & allied equipment will automatically stand transferred to the State Government or any agency notified by the State Government free of cost and free of all encumbrances. For giving effect to this policy, necessary amendments in various enactments, wherever necessary, will be expeditiously undertaken by the concerned departments.



giving effect to this policy, necessary amendments in various enactments, wherever necessary, will be expeditiously undertaken by the concerned departments.

Notification No-1611 / नौ-3-ऊ0 / 2002, Dated 19 October, 2002

**Column-1**

**Column-2**

**Existing paragraphs**

**Paragraphs hereby substituted**

**4 Projects:**

**4.3** The projects shall be offered for a period of forty five (45) years from the date of the award at the end of which they shall revert to the Government of Uttarakhand or extended further on mutually agreed terms, as per the decision of the Government of Uttarakhand.

**12 Transfer of Allotment :**

Free transfer of shares will be permitted in the companies allotted projects as per the procedure laid down in this document.

**4 Projects:**

**4.3** The Agreement shall remain in force up to a period of 40 years from the Scheduled Commercial Operation Date (SCOD) of the project, unless terminated earlier in accordance with the provisions of the agreement.

**12 Transfer of Allotment :**

1. The Principal Promoters with the prior approval of State Government are allowed to sell/transfer their equity up to 100% during the implementation period of the Project in the name of any third party which is possessing equivalent or higher technical and financial strengths, subject to the fulfillment of the below mention terms and conditions. However, there will be no restriction in respect of transfer of the project

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3. If any Project developer changes / dilutes equity participation of the constituent member(s) of the company or changes the name of the Company / Limited Liability partnership(LLP) firm / Body corporate without the prior approval of the Government, a penalty at the rates described below shall be levied. Accordingly, a supplementary PIA/IA/TA to this effect shall be signed within two months from the conveyance of approval. Project developer shall intimate to the Government about the above changes as early as possible on priority within 6 months.

Sr. No.	Description	Penalty Charges
1	For any equity change without the prior approval of the Government.	Rs.20,000 per MW subject to maximum of Rs. 20 Lakh.
2	For change of name of the Company/ Firm without the prior approval of the Government.	Rs.20,000 per MW subject to maximum of Rs. 20 Lakh.
3	For change in equity as well as change in name of the Company/ Firm without Prior approval of the Government.	Rs. 20,000 per MW subject to maximum of Rs. 20 Lakh.

4. The process of transfer of allotment/promoters equity in the company/change in shareholding of the company shall be completed



within 02 months from the date of receipt of the request from the project developer.

All the other provisions of the Project Development Agreement/ Implementation Agreements/ Supplementary Implementation Agreements and Policies shall remain unchanged.

**Notification No—(356 / 04) / 221 / नौ-3-ऊ0 / ज0वि0नीति / 03, Dated 28 January, 2004**

**Column-1**

**Column-2**

**Existing paragraphs**

**Paragraphs hereby substituted**

**5.1** Project will be allotted for an initial period of 45 years. Extension for further period(s) can be given on the terms & conditions to be decided mutually. After the expiry of the initial period or the extended period, as the case may be, the project will revert back to the Government of Uttarakhand.

**5.1** The Agreement shall remain in force up to a period of 40 years from the Scheduled Commercial Operation Date (SCOD) of the project, unless terminated earlier in accordance with the provisions of the agreement.

**Insertion of new sub-paragraph after sub-paragraph 5.4**

**5.5 Project allotment transfer/ transfer of promoter equity/ change in company's shareholding:-**

1. The Principal Promoters with the prior approval of State Government are allowed to sell/transfer their equity up to 100% during the implementation period of the Project in the name of any third



party which is possessing equivalent or higher technical and financial strengths, subject to the fulfillment of the below mention terms and conditions. However, there will be no restriction in respect of transfer of the project after commissioning.

- i. A detailed proposal showing competency in terms of Financial and Technical credential of the New Entity willing to acquire the project, is submitted for consideration of the Government by either of the parties, along with firm letter of consent and valid resolution duly passed by the Board of Directors of both the parties, stating that all liabilities and responsibilities assigned in favour of the allottee shall be acceptable to the New Entity.
- ii. An undertaking to the effect that all liabilities as well as payments due in favour of the allottee Company are duly accepted by the New Entity.
- iii. The new entity should possess adequate financial as well as technical competencies in such a manner that the credential of the New Entity should meet the strengths required for pre-qualification as per the allotment terms and conditions.

2. For allowing change/transfer of equity of principal promoter, a fee @ Rs 50,000/- per MW subject to maximum of Rs 50 Lacs is to be



deposited at the time of signing Tripartite Agreement (TA)/ Supplementary pre implementation Agreement (SPIA)/ Supplementary Implementation Agreement (SIA) for transfer of project along with all liabilities/ responsibilities in the name of new entity.

3. If any Project developer changes /dilutes equity participation of the constituent member(s) of the company or changes the name of the Company /Limited Liability partnership(LLP) firm / Body corporate without the prior approval of the Government, a penalty at the rates described below shall be levied. Accordingly, a supplementary PIA/IA/ TA to this effect shall be signed within two months from the conveyance of approval. Project developer shall intimate to the Government about the above changes as early as possible on priority within 06 months.

Sr. No.	Description	Penalty Charges
1	For any equity change without the prior approval of the Government.	Rs.20,000 per MW subject to maximum of Rs. 20 Lakh.
2	For change of name of the Company/ Firm without the prior approval of the Government.	Rs.20,000 per MW subject to maximum of Rs. 20 Lakh.
3	For change in equity as well as change in name of	Rs. 20,000 per MW subject to



the Company/ Firm without Prior approval of the Government.	maximum of Rs. 20 Lakh.
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4. The process of transfer of allotment/ promoters equity in the company/change in shareholding of the company shall be completed within 02 months from the date of receipt of the request from the project developer.

All the other provisions of the Project Development Agreement/ Implementation Agreements/ Supplementary Implementation Agreements and Policies shall remain unchanged.

2- The Governor of Uttarakhand is pleased to modify/incorporate the fee charged for capacity enhancement of hydropower projects and establishment of captive stone crushers and also amendment/make provision in the clauses of sale of electricity/power/disposal of power specified in Project Development Agreement/Implementation Agreements/Supplementary Implementation Agreements signed between the Government of Uttarakhand and project developers and in the policies notified regarding development of Small Hydro Projects in Uttarakhand by private developers:-

**(A) Capacity Enhancement Charges for Hydro Power Projects**

In supersession, of the Notification No. 1381(1)/I(2)/2012-04(8)-107/2007 dated 21-09-2012 for the premium amount to be taken for the increase in capacity of hydro power projects;

- (i) For the Projects allotted prior to formation of Uttarakhand State, the capacity enhancement charges shall be Rs. 1.00 lakh per MW for the Enhanced Capacity.
- (ii) For the Projects allotted after formation of Uttarakhand State, the capacity enhancement charges shall be according to per MW upfront



premium paid by the project developer at the time of allotment of the project.

The above provision will be applicable to only those projects where enhancement of capacity will be approved after this notification. Further, the above provision shall not be applicable to the projects where the revised capacity has already been approved.

**(B) Establishment of Captive Stone Crusher**

The project developer shall be allowed to use the muck /mineral generated during the execution of the project work and to set up captive stone crusher in project area as per the rules of Uttarakhand Mining Department provided the project developer adheres to the prevailing environment safeguard. The royalty on the usage of such mineral shall be payable to the State Government/Concern Department as per rules. The Project developer shall be required to follow environment related regulations concerning disposal of muck and soil etc.

The project developer shall use such material for the project as may be found suitable for the construction and the remaining material shall be allowed to be used by other department of the State subject to prevailing rules and regulations.

The project developer shall ensure that the material excavated from the site shall be dumped in the area duly approved by the Ministry of Environment, Forest & climate Change (MoEF&CC), Government of India/State Pollution Control Board.”

**(C) Purchase of Power from Small Hydro Projects**

Sale of Electricity/Power, is amended to the extent that the entire power generated from the project having capacity up to 25 MW will mandatorily be purchased by Uttarakhand Power Corporation Limited (UPCL) at tariff as determined by Uttarakhand Electricity Regulatory Commission (UERC).

If the appropriate action is not taken by the UPCL within the stipulated time as defined in the regulations issued by Hon'ble Uttarakhand Electricity Regulatory Commission (UERC) from time to time, then the penalty imposed by the Government of Uttarakhand after due deliberation shall be payable by UPCL.



This provision shall be applicable to the projects which shall be commissioned after this notification.

3- Apart from above, the Governor of Uttarakhand is pleased to notify **“One Time Amnesty Scheme”** for all Hydro-electric Projects where Project Development Agreements/Implementation Agreements/Supplementary Implementation Agreements have been signed by redefining Zero Date for those under clearance stage and by redefining Scheduled Commercial Operation Date (SCOD) for those under construction, by inviting applications for availing the above Scheme:-

- (1) The timelines for redefining of Zero Date for the Projects where Project Development Agreements (PDA) /Implementation Agreements (IA)/Supplementary Implementation Agreements (SIA) have been signed but Zero Date has not been achieved, for allowing One Time Amnesty, shall be as under:

S. N.	Milestones	Time period	Consequential Action
1	Submission of application for availing amnesty.	Within one month from the date of issue of notification.	If the project developer fails to apply for amnesty along with the relevant documents (as mentioned below) for signing of SIA within 30 days from the date of issue of notification, project developer shall not be entitled for availing amnesty and shall be liable for consequential action as per the provisions of PDA/IA.
2	Signing of SIA.	Within three months from the date of issue of the notification.	If project developer fails to sign SIA within three months, the allotment of the project shall be liable to be cancelled.



3	Apply for connectivity & signing of Long-term Open Access (LTOA) Agreement with PTCUL/UPCL or for signing of PPA with UPCL.	Within one month from the date of Signing of SIA.	If project developer fails to achieve this milestone within specified period of one month, the allotment of the project shall be liable to be cancelled.
4	Signing of connectivity Agreement & long-term open access (LTOA) Agreement with PTCUL/UPCL or for signing of PPA with UPCL.	Within six month from the date of Signing of SIA.	If project developer fails to achieve this milestone within specified period of six month, the allotment of the project shall be liable to be cancelled.
5	Furnishing of compliance reports for the progress achieved on continuous basis in the prescribed format.	Every two months on continuous basis starting two months from the date of SIA.	In case the project developer fails to submit the three consecutive bimonthly compliance reports on prescribed format, the allotment of the project shall be liable to be cancelled.
6	Submission of quantitative/ physical progress report on the progress achieved so far.	At the time of completion of one year from the date of signing of SIA.	In case the project developer fails to submit the quantitative/ physical progress report on the progress achieved so far at the time of completion of one year from the date of signing of SIA, and the report is not found satisfactory, the allotment of the project shall be liable to be cancelled.
7	Zero Date for Start of construction work.	Within 12 months after signing of SIA.	In case the project developer fails to achieve Zero Date within 12 months of signing of SIA, due to



			various unavoidable reasons not attributable to the project developers, the Administrative Department can allow another period of 12 months to achieve Zero Date, failing which the project allotment shall be liable to be cancelled.
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(2) The timelines for redefining the Scheduled Commercial Operation Date (SCOD) for various under construction projects for allowing One Time Amnesty, shall be as under;

S. No.	Milestones	Time period	Consequential Action
1	Submission of application for availing amnesty.	Within one month from the date of issue of notification.	If the project developer fails to apply for amnesty along with the relevant documents (as mentioned below) for signing of SIA within 30 days for the date of issue of notification, project developer shall not be entitled for availing amnesty and shall be liable for consequential action as per the provisions of IA.
2	Signing of SIA.	Within three months from the date of issue of notification.	If the project developer fails to sign SIA within three months. The allotment of the project shall be liable to be cancelled.



3	Submission of realistic commissioning date along with reasons for delay, if any, and the revised construction schedule for obtaining approval of the Energy Department, GoUK.	Within one month from the date of signing of SIA.	If the project developer fails to achieve this milestone within specified period of one month the allotment of the project shall be liable to be cancelled.
4	Apply for connectivity signing of Long-Term Open Access (LTOA) Agreement with PTCUL/UPCL or for signing of PPA with UPCL.	Within one month from the date of signing of SIA.	If the project developer fails to achieve this milestone within specified period of one month. The allotment of the project shall be liable to be cancelled.
5	Signing of Connectivity Agreement & Long-term Open Access (LTOA) Agreement with PTCUL/UPCL or PPA with UPCL.	Within six month from the date of signing of SIA.	If the project developer fails to achieve this milestone within specified period of six month, the allotment of the project shall be liable to be cancelled.
6	Furnishing of compliance reports for the progress achieved on continuous basis in the prescribed format.	Every two months on continuous basis starting two months from the date of SIA.	In case the project developer fails to submit the three consecutive bimonthly compliance reports on prescribed format, the allotment of the project shall be liable to be cancelled.
7	Submission of quantitative/physic	At the time of completion of one	In case the project developer fails to



	al progress report on the progress achieved so far.	year from the date of signing of SIA.	submit the quantitative/physical progress report on the progress achieved so far at the time of completion of one year from the date of signing of SIA, and the report is not found satisfactory, the allotment of the project shall be liable to be cancelled.
8	Achieving Commercial Operations Date(COD).	As per the revised construction scheduled approved by Energy Department, Government of Uttarakhand inline with the milestone at S. No.3.	In case the project developer fails to achieve CoD as per the milestone agreed in SIA, the project allotment shall be liable for cancellation, and UPCL shall not be bound to purchase power in case COD is not achieved within stipulated time.

(3) The following essential documents are to be submitted along with the application for availing One Time Amnesty within one month from the date of issue of notification;

- i- True copy of the Certificate of Incorporation of the Company.
- ii- Copy of Articles of Association and Memorandum of Association in respect of the Company.
- iii- Duly notarized "Power of Attorney" in favour of authorized signatory who shall sign the Supplementary Implementation Agreement on behalf of the company, duly Accompanied with resolution passed by the Board of Directors in favour of Authorized Signatory.
- iv- Certified copy of present shareholding pattern of the Company.
- v- List of Board of Directors of the Company.


(R. Meenakshi Sundaram)  
Secretary



**Copy yo following information and necessary action :-**

1. Secretary, Ministry of Power, Govt of India, New Delhi.
2. Secretary, Ministry of New and Renewable Energy, Govt of India, New Delhi.
3. Secretary, Central Electricity Regulatory Commission, Third and Fourth Floor, Chandralok Building, 36 Janpath, New Delhi-110001.
4. Chief Secretary, Govt of Uttarakhand, Dehradun.
5. All Additional Chief Secretary/Principal Secretary/Secretary/Secretary (I/c), Govt of Uttarakhand.
6. Commissioner, Garhwal-Pauri/Kumaun-Nainital.
7. All Districts Magistrate, Uttarakhand.
8. Secretary, UERC, Dehradun.
9. Chairman/MD, UJVNL/PTCUL/UPCL, Dehradun.
10. Director, Ureda, Dehadun.
11. Director, Urja Cell, Dehradun forwarded with the intention to provide a copy of said notification to all developers at your level.
12. Incharg, NIC, Sachivalya Campus, Dehadun forwarded with the intention to upload the said notification on the official website.
13. Additional Director, Printing & Stationery, Roorkee, Haridwar Sent to with the intention that while publishing the said notification in the extraordinary gazette, make 150 pages available to this section.
14. Guard File.

By Order,

  
(Vikaram Singh Rana)  
Joint Secretary