

CHECK-LIST

OF

DOCUMENTS/INFORMATION REQUIRED FOR PROPOSAL FOR DIVERSION OF FOREST LAND FOR NON FORESTRY USE UNDER FOREST (CONSERVATION) ACT, 1980

FOR STAGE-I APPROVALS

I Documents/Information Required for All Proposals

S. No.	Name of the Document (s)	Provided or Not	If not Provided Why?	Page Number
1	Check-list of the project proposal	Yes	-	1-7
2	Demand letter of the project authority/ applicant, if submitted.	Yes	-	8
3	Main application form from Part-I to V as prescribed in the Rules under the FCA with all its columns duly filled up and signed by the competent authority with date, place and official seal. All the information in Part-I of Form-A including item-wise breakup of the forest area required, must be given in the form itself by expanding the columns	Yes	-	9-16
4	Detailed note on the project. It must include the information regarding the number of villages and number of persons to be benefited from the project including employment generation.	Yes	-	17-19
5	Map of the project site/forest area required clearly showing forest boundaries and adjoining areas with their land use in distinct colours in 1:50000 or any suitable scale on original Survey of India topo sheet. If the area is very small, in addition to above, an index map may be submitted showing forest boundaries and a location map on a larger scale with land use of the area required duly signed by DFO/CF concerned.	Yes	-	19A
6	Layout plan of project site approved by competent authority. In case of linear diversion of forest land, linear map or a diagrammatic map of the project site should be enclosed.	Yes	-	20
7	Statement showing the details of forest area involved i.e. Survey No. /Coupe No. /Compartment No., etc., and item-wise breakup of the forest area proposed for diversion duly signed by DFO (in the prescribed format).	Yes	-	21

8	Statement showing the details of non-forest area involved in the proposal (<i>in the prescribed format</i>).	Yes	-	22
9	Certificate from the Collector/Deputy Commissioner that no alternative suitable non-forest land is available for the project in question.	Yes	-	23
10	Justification for locating the project in forest area to be submitted by User Agency and countersigned by DFO.	Yes	-	24
11	Certificate for minimum use of forest land to be submitted by the User Agency, giving details of area and trees involved in the alternatives examined and reasons for their rejection duly countersigned by DFO (<i>in the prescribed format</i>).	Yes	-	25-32
12	Undertaking by the User Agency to bear the cost of compensatory afforestation duly counter signed by the DFO (<i>in the prescribed format</i>).	Yes	-	33
13	Undertaking by the User Agency to pay the Net Present Value (NPV) of the forest land involved duly countersigned by DFO (<i>in the prescribed format</i>).	Yes	-	34
	Undertaking by the User Agency to pay the Additional Net Present Value (NPV), if any, of the forest land involved duly countersigned by DFO (<i>in the prescribed format</i>) as decided at a later date as per the decision of the Supreme Court.	Yes	-	35
14	<p>A certificate from the competent authority in the State in the prescribed (<i>vide MoEF letter No. 11-9/98-FC (pt.) dated 5th July 2013</i>) format that all forest rights under the Forest Rights Act, 2006 have been settled in respect of the forest area proposed for diversion, wherever applicable.</p> <p>In case, the process for settlement of rights under FRA has not been initiated, grant of stage-I approval under the FCA to the proposal will be considered only if a certificate from the competent authority concerned, clearly stating that the process for settlement of rights under the FRA has not been initiated along with evidences supporting that settlement of rights under the FRA will be initiated and completed before the final approval, is enclosed with the proposal (<i>vide F. No. 11-179/2012-FC Dated: December 20, 2013</i>).</p>	Yes	Undertaking attached	36
15	Species-wise and girth class-wise enumeration list and abstract of trees (<i>abstract to be given at the end of the list</i>) standing on the forest area in question neatly typed or computerized and duly signed by DFO.	Yes	-	37-42

16	Site inspection report of the forest area involved in the project proposal by the DFO concerned or higher level forest officer in prescribed format (<i>in the prescribed format</i>).	Yes	-	43
17	Details of non-forest land/degraded forest area identified for compensatory afforestation viz. Survey No./ Compartment No./Khasra No./Khatoni No., Village, Tehsil, District, etc., along with map in appropriate scale showing the boundaries of adjoining forest areas with their use in distinct colours (<i>in the prescribed format</i>).	Yes	-	44-46
18	Detailed scheme for compensatory afforestation on identified non-forest area/ degraded forest area, as the case may be, at prevalent wage rates duly signed by DFO and countersigned by the CF concerned. The CA scheme must include all the technical details, details of work schedule, total financial outlay and proposed monitoring mechanism (<i>in the prescribed format</i>).	Yes	-	47-49
19	Certificate from the DFO, that non-forest land selected for compensatory afforestation is in a compact block and contiguous to forest area or in close proximity of forest area and suitable from the management and protection point of view.	No	-	NA
20	Suitability certificate from the Divisional Forest Officer that the land identified for compensatory afforestation is suitable for raising plantation (<i>in the prescribed format</i>).	Yes	-	50
21	Certificate from the Chief Secretary regarding non-availability of non-forest land in the state for raising compensatory afforestation, wherever applicable. This certificate will be based on the certificate signed by the DFO and Deputy Commissioner/Collector of the district concerned about non-availability of such non-forest land.	No	-	51
22	In case of proposal which requires entry/exit through Protected Forest strips along roads/railway lines/canals, the following information/documents must be given :- a) No Objection Certificate (NOC) of the land owning agency i.e. NHAI/PWD, Railways or Canal/ Irrigation Department b) Change of Land Use certificate from Town and Country Planning/ any other competent authority.	No	-	NA
23	For the projects involving forest land for construction of buildings/right of way for buildings, the built-up area, details of DG	No	-	NA

(9)

	sets to be installed, and raw materials to be used (in case of industries) should be clearly mentioned.			
24	Status of clearance under Environment (Protection) Act, 1986, wherever required.	No	-	NA
25	NOC of the State Pollution Control Board for establishment of the project, wherever required.	No	-	NA
26	Detailed scheme for rehabilitation of project affected persons, wherever required.	No	-	NA
27	Detailed Catchment Area Treatment Plan, wherever required. The CAT Plan should be prepared on the basis of actual survey of area and its classification in various categories requiring different engineering/afforestation and other treatments in phased manner.	No	-	NA
28	Detailed Reclamation Plan, wherever required. It should be realistic exhaustive and complete in all respects along with relevant maps in distinct colours. It should also include the details of back fillings, afforestation and execution of such works, wherever required.	Yes	-	52-58A
29	Cost benefit analysis as per the guidelines issued under forest (Conservation) Act, 1980 in prescribed format, wherever required.	NA	-	-
30	Any other information/documents necessary for giving clarifications on the project, may be specified and attached.			
(a)	NPV of Forest Land	Yes	-	59
(b)	Joint Inspection Report	Yes	-	60-62
(c)	Letter from DFO Wildlife Chamba	Yes	-	63
(d)	NOC Panchayat	Yes		64-65
(e)	NOC PWD Department	Yes	-	66
(f)	Revenue Papers	Yes	-	67-113

II Documents/Information Required for Proposals for Roads, Railway Lines, Canals and Transmission Lines				
31	<p>The following information/documents must be given :-</p> <p>a) Length and width of Road/Railway line/ Canal/ Transmission line passing through forest and non forest area.</p> <p>b) In case of expansion of already existing road/railway line/canal, linear plan clearly showing in distinct colours the already existing road (from beginning to end), the width of the proposed road/railway line/canal to be expanded, and the remaining width of the Protect Forest strip, if any, which would be left after expansion.</p>	Yes	-	114-120

	<p>c) In case of transmission line, the following details may also be given :-</p> <p>i) Number of towers to be erected both in forest and non forest area.</p> <p>ii) Width of the right of way for transmission line.</p>			
--	--	--	--	--

5

III	Documents/Information Required for Proposals for Hydro Electric Projects			
32	<p>The following information/document must be given :-</p> <p>a) Component-wise total area requirement</p> <p>b) Copy of Memorandum of Understanding</p> <p>c) Copy of Techno-Economic Clearance</p> <p>d) Copy of Implementation Agreement</p> <p>e) NOC from Irrigation and Public Health Department</p> <p>f) NOC from Fisheries Department</p> <p>g) Authorization to the applicant by the Project Authority</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p>	<p>121</p> <p>122-127</p> <p>128-135</p> <p>136-154</p> <p>155-156</p> <p>157</p> <p>158</p>

IV	Documents/Information Required for Proposals for Mining			
33	<p>The following information/documents must be given :-</p> <p>I New Proposals</p> <p>a) Certificate from the competent authority like District Mining Officer/Geologist, regarding non-availability of the same mineral/ore in the nearly non-forest area.</p> <p>b) Estimated reserve of each mineral/ore in the forest area and non-forest area.</p> <p>c) Total area demanded and extent of forest area involved in the proposed mining lease shown in distinct colours on relevant maps</p> <p>d) Proposed period of mining lease.</p> <p>e) Minimum distance of the proposed site from Wildlife Sanctuary and National Park.</p> <p>f) A copy of the mining plan duly approved by IBM, Nagpur.</p> <p>g) Phased reclamation plan of the project area.</p> <p>h) Copy of lease deed/agreement entered into with the district authorities.</p>			

- i) The details of Safety Zone Area for the mining as per para 4.7 of the guidelines. The undertaking from the project authority to bear the cost of fencing of safety zone area and afforestation over one and half times of degraded forest area. The details of safety zone to be ascertained by the competent authority viz. Indian Bureau of Mines/ Deptt., of Geology and Mining of the State Government.

II) In case of renewal of Mining Lease

- a) A brief profile of the lessee/ company should be submitted giving details of their existing mining leases in the State with their capacity of production, the present level of average annual production, location of these pits and the status of reclamation of forest land that are exhausted of minerals.
- b) Complete details of existing or proposed leases in that particular forest area with their present status should be indicated on the Survey of India Topo-sheet in appropriate scale
- c) The State Government shall forward the complete proposal to the RO/MoEF at least six months prior to the expiry of the existing lease. In case of any delay, a details report elaborating the causes of delay shall be forwarded along with the proposal.
- d) A resolution of Gram Panchayat/ Local Body of the area endorsing the proposal that the project is in the interest of the people living in and around the proposed forest land.

CHAMBA HYDRO VENTURE

Address Hotel ALP Resorts, P.O. & Tehsil Dalhousie, District
Chamba-176304 (H.P.)

Full Title of the Project :- Ghator Top SHEP (4.98 MW).
File No. :- FP/HP/HYD/156608/2022.
Date of Proposal :- 09/06/2022.

Check List Serial No - 2

Demand Letter

To

The Nodal Officer-cum-APCCF (FCA),
O/O Pr. CCF, HP (HoEF),
Shimla-171002 (H.P.).

Subject: Diversion of 3.7463 hectares of forestland in favour of Chamba Hydro Venture, Hotel ALP Resorts, P.O. & Tehsil Dalhousie District Chamba-176304 (H.P.) for the construction of Ghator Top Small Hydro Electric Project (4.98 MW) situated within the jurisdiction of Bharmour Forest Division, District Chamba (H.P.).

Respected Sir,

Your kind attention is invited towards e-Implementation Agreement (IA) executed on 1st August, 2014 with the Government of Himachal Pradesh for harnessing the power potential of Ghator Stream (a tributary of Ravi River) in district Chamba of Himachal Pradesh.

As per revenue records, forestland measuring 3.7463 hectares is essentially required to be diverted (as shown in Check List Serial No-7) under Forest (Conservation) Act, 1980 for non-forestry purpose in favour of Chamba Hydro Venture, Hotel ALP Resorts, P.O. & Tehsil Dalhousie District Chamba-176304 (H.P.) for the construction of Ghator Top Small Hydro Electric Project (4.98 MW). We have prepared the complete proposal for the diversion of forest land as per the guidelines of MoEF, GOI and are being submitted for seeking prior approval please.

It is, therefore, requested to kindly grant the approval as early as possible so that construction activities may be got started after obtaining statutory / non-statutory clearances from various departments.

An earlier action in the matter shall be highly appreciated.

With Best Regards,

(Rajeev Kumar)
(Authorised Signatory),
Chamba Hydro Venture,


Authorised Signatory

(9)

DIVERSION OF 3.7463HA.OF FORESTLAND FOR CONSTRUCTION OF GHATOR TOP SMALL
HYDRO PROJECT 4.98 MW IN TEHSIL BHARMOUR DISTRICT CHAMBA (H.P)
FILE NO .. :FP/HP/HYD/156608/2022
DATE OF PROOSAL .. :

FORM - 'A'

Form for seeking prior approval under section 2 of the proposals
by the State Governments and other authorities

PART-I

(To be filled up by user agency)

1. Project details:	
(i) Short narrative of the proposal and project /scheme for which the forest land is required	Ghator Top SHP 4.98 MW is a run of the river scheme which has been envisaged to utilize the water of Ghator Nala for power generation. The scheme involves construction of Weir structure at EL 2735 m on Ghator Nala and Water conductor system(HRT) of 741 m length on the hill on the right bank of the Nala. Shurge Tank has been fixed at EL 2740m (Top Level), wherefrom water shall be dropped through 1398 m long Penstock onto the Power House at EL 2078.50 m. Water from the Power House shall be released into the Nala on its right bank in Gram Panchayat Jagat . Power generated from the Project shall be transmitted through 33 kv double Pole structure overhead/underground cable line upto interface point at Kodhla.
(ii) Map showing the required forest land, boundary of adjoining forest on a 1:50,000 scale map.	Layout Plan of the Project marked in red ink on the relevant part of the SOI Topo Sheet No. 52 D/7 is attached herewith - Scale 1: 50000
(iii) Cost of the project:	Rs. 4051 Lacs.
(iv) Justification for locating the project in forest area.	Hydro Power Projects are Site specific schemes. The Project is located in the remote area in the Lower reaches of Ghator Nala. It is situated beyond the inhabited villages. Therefore all civil components have been conceived in the forest land.

(v) Cost-benefit analysis (to be enclosed).

Not Applicable as the area is less than 5 Ha.

(vi) Employment likely to be generated.

(a) 37000 men days of employment will be generated in the construction of said scheme.

(b) 14 persons will be employed permanently after commissioning of Project.

2. Purpose-wise break-up of the total land required:

SL NO	MOHAL	COMPONENT / DESCRIPTION	AREA IN FOREST LAND (Sq.m)	AREA IN PRIVATE LAND (Sq.m)	TOTAL AREA REQUIRED (in Ha.)
1	DHAR PANHETRI	WEIR SITE	595	-	0-05-95
2	DHAR PANHETRI	FEEDER CHANNEL	45	-	0-00-45
3	DHAR PANHETRI	DUMPING SITE-IV	894	-	0-08-94
4	DHAR PANHETRI	D TANK	297	-	0-02-97
5	DHAR PANHETRI	HRT	1368	-	0-13-68
6	DHAR JHARIYUN	HRT	486	-	0-04-86
7	DHAR PANHETRI	SILT FLUSHING	32	-	0-00-32
8	DHAR JHARIYUN	SHURGE TANK	397	-	0-03-97
9	DHAR JHARIYUN	PENSTOCK	3970	-	0-39-70
10	DHAR JHARIYUN	POWER HOUSE	2379	-	0-23-79
11	DHAR JHARIYUN	SWITCH YARD	595	-	0-05-95
12	DHAR JHARIYUN	DUMPING SITE-V	1190	-	0-11-90
13	DHAR JHARIYUN	DUMPING SITE -VI	894	-	0-08-94
14	DHAR JHARIYUN	ROAD	214	-	0-02-14
15	UREI	ROAD	4712	-	0-47-12
16	UREI	TRANSMISSION LINE	19037	-	1-90-37
17	UREI	DUMPING SITE-I	146	-	0-01-46
18	UREI	DUMPING SITE-II	99	-	0-00-99
19	UREI	DUMPING SITE-III	113	-	0-01-13
		TOTAL	37463	-	3.7463 Ha.

4. Whether clearance under Environment (Protection) Act, 1986 required? (Yes/No).	No.
6. Details of Certificates/documents enclosed as required under the instructions. i) NOC of the Gram Panchayat – Charda ii) Details of land requirement. iii) Undertaking in respect of compensatory afforestation. iv) Geo Reference Map v) Revenue papers	Attached at Page No. Attached at Page No. Attached at Page No. Attached at Page No. Attached at Page No.

Date- 9/1/2022
Place-Bharmour

Signature

Chamba Hydro Ventures
Rajeev Kumar Upamnyu
Authorized Signatory
Authorized Signatory

M/s Chamba Hydro Venture
Hotel Alps Resorts , PO & Tehsil
Dalhousie, Distt. Chamba HP-176304

CHECK LIST SERIAL NUMBER:-4
DETAIL NOTE ON THE PROJECT

The forest land is required for the construction of the GHATOR TOP Small Hydro Electric Project (4.98MW) near village Ghator, Tehsil Bharmour, Distt. Chamba (H.P). The scheme is proposed on the Ghator Nala. Flow of the Ghator Nala would be diverted through a weir to be constructed at EL. 2735 m and conveyed through a 18 m long feeder channel upto the proposed D Tank. Then through 741m HRT upto Shurge Tank and 1398 m long Penstock leading to a surface power house on the right Bank of Ghator Nala. The Proposal requires 1279M road, which has been maximum proposed with Transmission Line. The right of way for Transmission line has been taken 15 m which includes the 3.85m breadth proposed for the construction of road. The remaining length of the Transmission line upto interconnection point has been proposed underground cable of length 3451 m upto interface point Chirchind II HEP at Kodhla..

The construction of the above project involves 3.7463 ha. of forest land and there is no non forest/private land available in the concerned area so all the civil components of the project have been proposed on the forest land.

The Project Comprises of the following civil works.

- Diversion Weir
- Feeder channel
- D- tank
- Silt flushing
- HRT
- Shurge Tank
- Penstock
- Powerhouse
- Switch Yard
- Road
- Transmission Line
- Muck Dumping Sites

With the construction of the above project, economy of the local village Urei, Dhar Jhariyun, Dhar Panhetri and surrounding villages shall get a boost.

Presently, non- renewable sources like Kerosene, Diesel and Forest wood are being used as domestic fuel. Availability of reliable and qualitative electricity shall have positive impact in the living standard of the people of the area.

The people of this area are generally poor and they would get the chance to be part of the project by getting employment during construction period and some persons shall get permanent employment for operation of the Project. The estimated cost of the project is Rs. 40.51 crore and approx. 37000 man days of employment would be generated directly during construction of the project and 14 nos. of employees will be engaged permanently for operation of the project after construction.

The adverse impact of the construction on the environment shall be taken care of. Cut & fill method shall be used for disposal of muck/debris and the rest would be used in filling the embankments of different structures, retaining walls and low lying areas. The dumping sites have been depicted in the enclosed map. No debris would be allowed to roll down the slopes towards the Nala. Trees along the Penstock Slopes, dumping areas and approach roads will be planted. Thus every care shall be taken to minimize the ill effect on the environment.

Location of the Project:

The GHATOR TOP Small Hydro Electric Project is being conceived as a run of the river development on Ghator Nala, a tributary of Chirchind / Ravi River. The Project is located near village Ghator, in Distt. Chamba of Himachal Pradesh. The powerhouse is 50 Kms from Chamba Town, Nearest broad gauge railway station is Pathankot, which is 160 kms from the powerhouse site.

JUSTIFICATION FOR LOCATION THE PROJECT IN FOREST AREA

Ghator Nala is a tributary of Chirchind Nala / Ravi river and joins it near Kodhla, located on the Luna- Urei Ghator road in District Chamba. It originates from Dhauladhar from 4400 m altitude. The total catchment up to proposed diversion site is 12 Sq. km. The gradient of Nala is very steep in the upper reaches of the Nala. Average slope varies from 1:6 to 1:10.

No other viable alternative is available for the project so it has to be as such located in the forest land. Keeping in view of the technical requirements of the Project, alternative involving minimum forest land and trees have been adopted.

FINANCIAL AND SOCIAL BENEFITS:

Financial :

The project will generate about 25.39 million units which shall be sold to the HPSEB at Tariff fixed by the HPERC.

Social :

- ❖ Provide reliable power supply to the rural area to stimulate economic activity social welfare among the local population.
- ❖ Save forests, which are being used for meeting rural energy needs
- ❖ Increase Productivity in agriculture, industry and commerce.
- ❖ Create employment during construction and maintenance and thus check migration of the villagers to cities.
- ❖ To reduce the use of fuel wood during winter for heating purposes, thus reducing deforestation.

Total Population Benefited:

The population of approx. 553 persons living in the Urei village will be directly benefited with the construction of this project however the peoples from other villages surrounding the project area will also be directly/indirectly benefited with the construction of project.

Employment Generated:

Approx. 37000 man- days of employment would be generated directly during the construction of this project.

Personal to be retained after completion of project would be 14 nos., who shall get permanent job till the life of the Project or retirement thereof, whichever is earlier.

Project objectives:

19

- Exploit the power potential as per the policy of the Government.
- Provide employment opportunities to the locals
- Development of the area by adding to the standard of living in village communities.
- Mitigate the power crisis in northern region.

The project would have lot of long term direct and indirect advantages. Hence the project is requested to be considered.

Place : Bharmour
Dated :

For Chamba Hydro Ventures

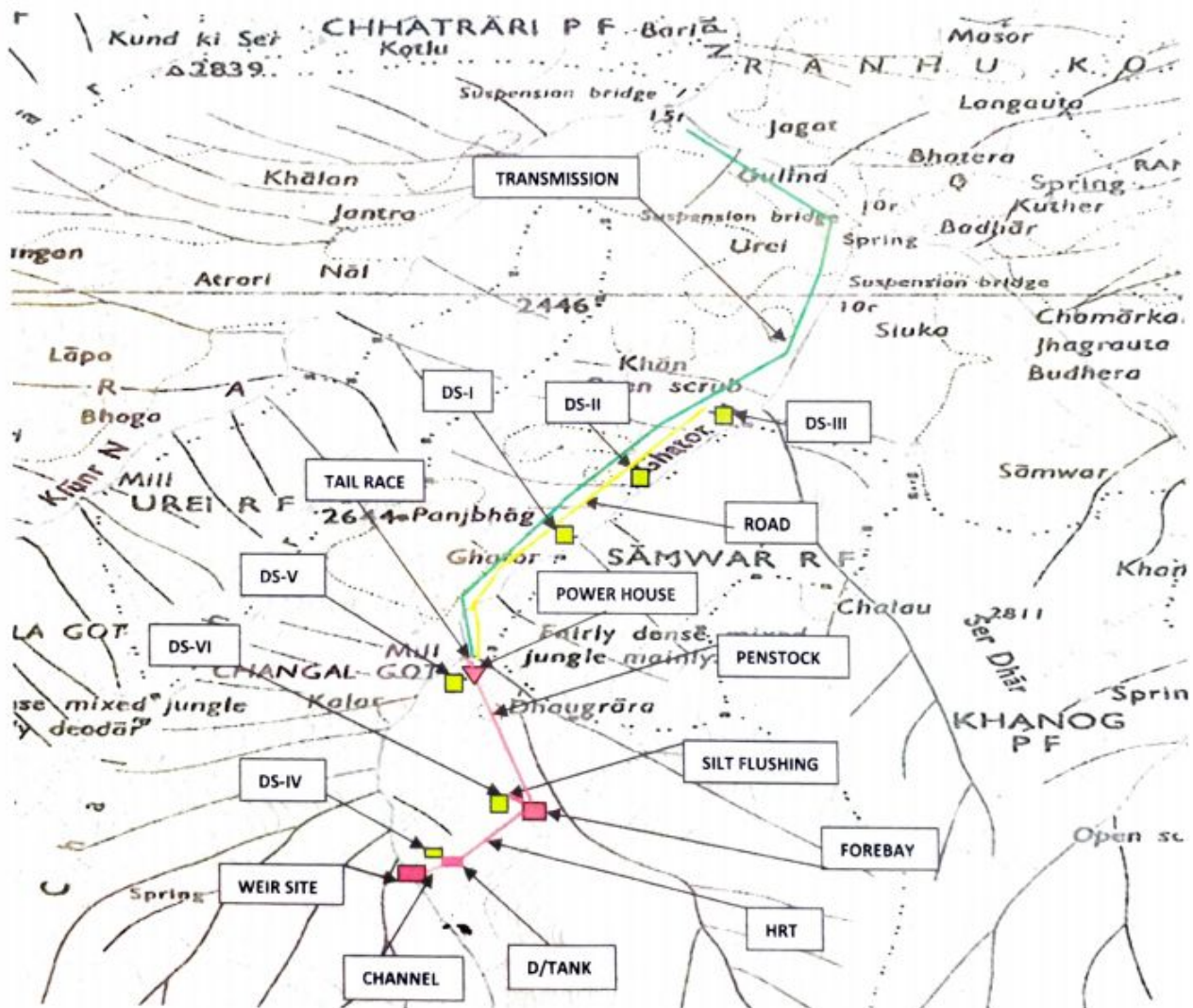
Chamba Hydro Ventures
Authorized Signatory

19A

GHATOR TOP SMALL HYDRO PROJECT (4.98 MW)
TEHSIL BHARMOUR DISTRICT CHAMBA (H.P.)

TOPO MAP

SOI TOPO SHEET : 52D/7



FEATURES CONSIDERED

AREA INVOLVED	3.7463 HA.
TREES INVOLVED	57 NO.

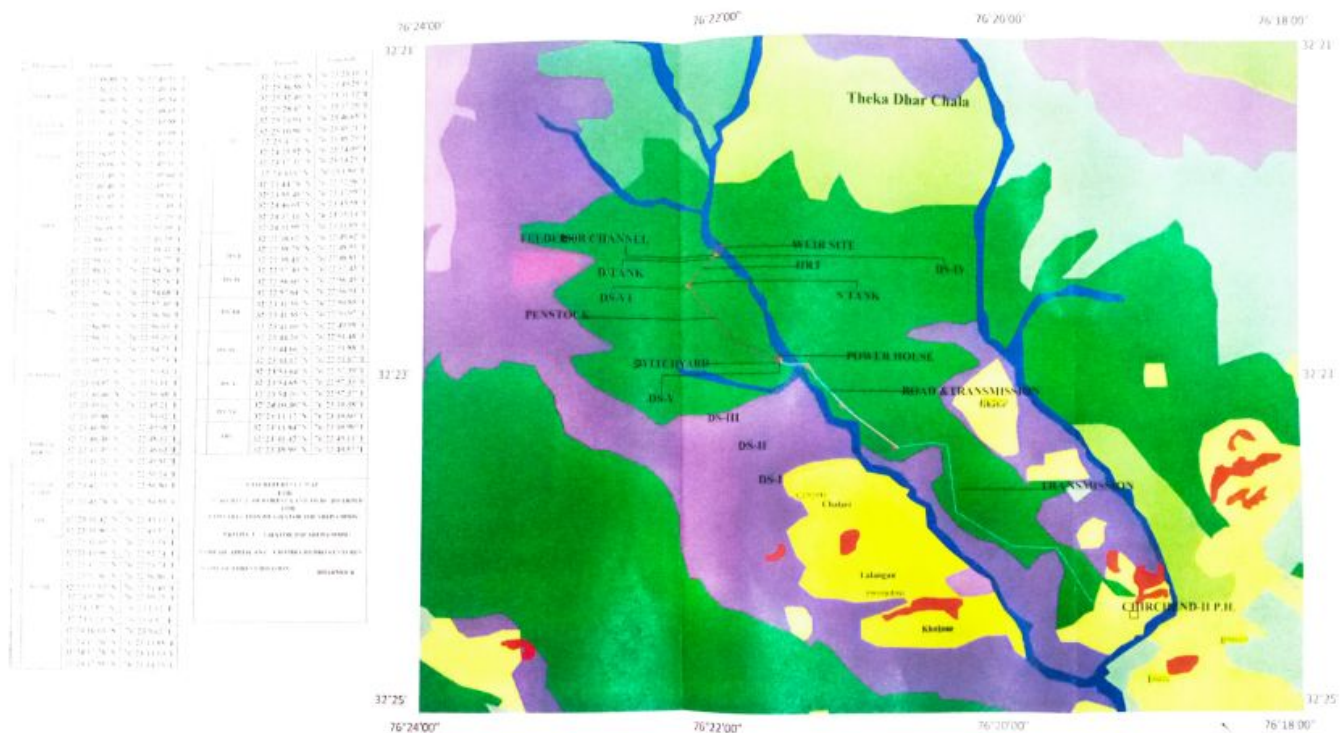
LEGEND

PROJECT COMPONENTS	
TRANSMISSION LINE	—
ROAD	—
DUMPING SITE	■

Chamba Hydro Ventures
 Authorized Signatory

Divisional Forest Officer
 Bharmour Forest Division
 Bharmour (H.P.)

Geo-Reference Map For 3.7463 Hect. of Forest Land to be Diverted for Construction of Ghator Top SHEP(4.98MW)



DIVERSION OF 3.7463 HA. OF FORESTLAND FOR CONSTRUCTION OF GHATOR TOP
SMALL HYDRO PROJECT 4.98MW IN TEHSIL BHARMOUR, DISTRICT CHAMBA (H.P.)
FILE NO. : FP/HP/HYD/156608/2022
DATE OF PROOSAL :

21

CHECK LIST SERIAL NUMBER - 07
STATEMENT SHOWING DETAILS OF FOREST AREA
PROPOSED FOR DIVERSION

Sr No	District	Division	Description	Range / Tehsil/Village	Khasra Number / Survey or Compartment Number or Km Stone	Forest Area proposed for Diversion (HA)	Classification of Forest Land	Legal Status of Forest Land	Remarks
1	Chamba	Bharmour Division	WEIR SITE	DHAR PANHETRI	1/1	00-05-95	Gair Mumkin Nala	DPF	DPF
2	—do—	—do—	FEEDER CHANNEL	DHAR PANHETRI	2/4	00-00-45	Gahar Sarkar	DPF	DPF
3	—do—	—do—	DUMPING SITE -IV	DHAR PANHETRI	2/3	00-08-94	Gahar Sarkar	DPF	DPF
4	—do—	—do—	D-TANK	DHAR PANHETRI	2/2	00-02-97	Gahar Sarkar	DPF	DPF
5	—do—	—do—	SILT FLUSHING	DHAR PANHETRI	2/5	00-00-32	Gahar Sarkar	DPF	DPF
6	—do—	—do—	TUNNEL (HRT)	DHAR PANHETRI	2/1	00-13-68	Gahar Sarkar	DPF	DPF
7	—do—	—do—	TUNNEL (HRT)	DHAR JHARIYUN	11/8	00-04-86	Gahar Sarkar	DPF	DPF
8	—do—	—do—	SHURGE TANK	DHAR JHARIYUN	11/7	00-03-97	Gahar Sarkar	DPF	DPF
9	—do—	—do—	PENSTOCK	DHAR JHARIYUN	11/5	00-39-70	Gahar Sarkar	DPF	DPF
10	—do—	—do—	POWER HOUSE	DHAR JHARIYUN	11/1	00-23-79	Gahar Sarkar	DPF	DPF
11	—do—	—do—	DUMPING SITE-V	DHAR JHARIYUN	11/2	00-11-90	Gahar Sarkar	DPF	DPF
12	—do—	—do—	SWITCH YARD	DHAR JHARIYUN	11/4	00-05-95	Gahar Sarkar	DPF	DPF
13	—do—	—do—	ROAD	DHAR JHARIYUN	11/3	00-02-14	Gahar Sarkar	DPF	DPF
14	—do—	—do—	DUMPING SITE-VI	DHAR JHARIYUN	11/6	00-08-94	Gahar Sarkar	DPF	DPF
15	—do—	—do—	ROAD	UREI	1673/1	00-24-59	Charagah Drakhtan	DPF	DPF
16	—do—	—do—	DUMPING SITE-II	UREI	1673/3	00-00-99	Charagah Drakhtan	DPF	DPF
17	—do—	—do—	DUMPING SITE-I	UREI	1673/2	00-01-46	Charagah Drakhtan	DPF	DPF
18	—do—	—do—	ROAD	UREI	1908/1	00-19-27	Charagah Drakhtan	DPF	DPF
19	—do—	—do—	DUMPING SITE-III	UREI	1908/2	00-01-13	Charagah Drakhtan	DPF	DPF
20	—do—	—do—	ROAD	UREI	1909/1	00-00-33	Charagah Drakhtan	DPF	DPF
21	—do—	—do—	ROAD	UREI	1823/1	00-00-23	Charagah Bila Drakhtan	DPF	DPF
22	—do—	—do—	ROAD	UREI	1935/1854/1	00-02-70	Charagah Drakhtan	DPF	DPF
23	—do—	—do—	TRANSMISSION LINE	UREI	1673/1	00-73-76	Charagah Drakhtan	DPF	DPF
24	—do—	—do—	TRANSMISSION LINE	UREI	1908/1	00-57-83	Charagah Drakhtan	DPF	DPF
25	—do—	—do—	TRANSMISSION LINE	UREI	1909/1	00-0099	Charagah Drakhtan	DPF	DPF
26	—do—	—do—	TRANSMISSION LINE	UREI	1823/1	00-00-68	Charagah Bila Drakhtan	DPF	DPF
27	—do—	—do—	TRANSMISSION LINE	UREI	1935/1854/1	00-08-10	Charagah Drakhtan	DPF	DPF
28	—do—	—do—	TRANSMISSION LINE	UREI	1911/3/1	00-02-91	Charagah Bila Drakhtan	DPF	DPF
29	—do—	—do—	TRANSMISSION LINE	UREI	1937/304/1	00-02-45	Charagah Drakhtan	DPF	DPF
30	—do—	—do—	TRANSMISSION LINE	UREI	375/1	00-07-22	Charagah Drakhtan	DPF	DPF
31	—do—	—do—	TRANSMISSION LINE	UREI	1923/551/1	00-06-80	Charagah Bila Drakhtan	DPF	DPF
32	—do—	—do—	TRANSMISSION LINE	UREI	619/1	00-03-18	Charagah Bila Drakhtan	DPF	DPF
33	—do—	—do—	TRANSMISSION LINE	UREI	638/1	00-02-57	Charagah Bila Drakhtan	DPF	DPF
34	—do—	—do—	TRANSMISSION LINE	UREI	642/1	00-05-79	Charagah Bila Drakhtan	DPF	DPF
35	—do—	—do—	TRANSMISSION LINE	UREI	970/1	00-07-02	Charagah Drakhtan	DPF	DPF
36	—do—	—do—	TRANSMISSION LINE	UREI	1087/1	00-07-73	Charagah Drakhtan	DPF	DPF
37	—do—	—do—	TRANSMISSION LINE	UREI	1095/1	00-03-34	Charagah Drakhtan	DPF	DPF
TOTAL						3.7463 HACT.			

Ghator Hydro Ventures
Authorised Signatory

B.F.O. Bharmour

(22)

DIVERSION OF 3.7463 HA. OF FORESTLAND FOR CONSTRUCTION OF GHATOR TOP
SMALL HYDRO PROJECT 4.98MW IN TEHSIL BHARMOUR, DISTRICT CHAMBA (H.P.)
FILE NO. : FP/HP/HYD/156608/2022
DATE OF PROPOSAL :

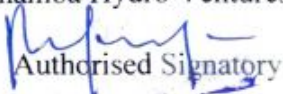
CHECK LIST SERIAL NUMBER - 08

**STATEMENT SHOWING DETAILS OF NON-FOREST AREA
INVOLVED IN THE PROPOSAL**


Certified that in the execution of Ghator Top SHEP being constructed by M/s Chamba Hydro Ventures Hotel Alps Resorts, PO & Tehsil, Dalhousie, Distt. Chamba HP -176304, do not involve Private or non forest land in the construction of this Project except Forest land.

Place : Bharmour
Dated :

For Chamba Hydro Ventures


Authorised Signatory

Countersigned by :


Divisional Forest Officer
Bharmour Forest Division
Bharmour
Bharmour (H.P.)

No. C-34-111-10 (2403)/2022-76 Dated 12-5-22

23

DIVERSION OF 3.7463 HA. OF FOREST LAND FOR CONSTRUCTION OF GHATOR TOP 4.98 MW SMALL HYDRO PROJECT IN DISTRICT CHAMBA (H.P.)

FILE NO.

DATE OF PROPOSAL

Certificate for Non-Availability of Non- Forest Land

Certified that there is no alternative non-forest land available for construction of Ghator – Top 4.98 MW SHEP in Mohal Urei, DharPanharti and DharJarya in Tehsil Bharmour, District Chamba H.P., as the provisions of Chapter-IV of the Indian Forest Act, (xvi of 1927) were made applicable to all forest lands or waste lands in Himachal Pradesh, which are the property of Government over which the Government proprietary rights, vide notification No. Ft-29-241-BB/49 dated 25-02-1952, which are signed by the Secretary (Forest Department) to the Chief Commissioner, Himachal Pradesh Administration.

As such the construction of Ghator -Top SHEP (4.98 MW) in Mohal Urei, DharPanharti and DharJarya in Tehsil Bharmour, District Chamba H.P. will be on forest land.

Sub Divisional Officer (Civil)
Bharmour, District Chamba (H.P.)

Deputy Commissioner
Chamba, District Chamba (H.P.)

Chamba Hydro Ventures
Authorised Signatory

DIVERSION OF 3.7463 HA. OF FORESTLAND FOR CONSTRUCTION OF GHATOR TOP
SMALL HYDRO PROJECT 4.98MW IN TEHSIL BHARMOUR, DISTRICT CHAMBA (H.P.)
FILE NO. : FP/HP/HYD/156608/2022
DATE OF PROOSAL :

(29)

CHECK LIST SERIAL NUMBER -10

**JUSTIFICATION FOR LOCATING THE PROJECT / ROAD AND OTHER
COMPONENTS ON THE FOREST LAND IN THE CONSTRUCTION OF
GHATOR TOP (4.98MW) SMALL HYDRO PROJECT**

Certified that, location of all the civil components of the Ghator Top SHEP 4.98MW including water conductor system of 759 m length (18m Feeder Chanel and 741m HRT), Penstock of 1398 m length, Power House and access road of 1279 m length is feasible in the forest land only. No Private land / Govt. land is available in the concerned area. Loss of 57 trees is involved in placing the civil components of the Project in the forest land. There is no other alternative as the Project area is surrounded with forest land from all sides near village Ghator , Tehsil Bharmour , Distt. Chamba.

Place : Bharmour

Dated :

For Chamba Hydro Ventures

Chamba Hydro Ventures

Authorised Signatory

Authorised Signatory

Countersigned by :



Divisional Forest Officer

Bharmour Forest Division

Bharmour (H.P.)

CHECK LIST -11

CERTIFICATE FOR MINIMUM USE OF FOREST LAND

This is to certify that the forest area involved in the proposal is unavoidable and barest minimum forest area i.e. 3.7463 hectare is proposed for diversion for the construction of GHATOR TOP SHEP (4.98MW) at Gram panchayat Jagat in Distt. Chamba HP. Three alternatives have been considered for this project and adopted alternative I uses minimum forest land and details are as under;

Various Alternatives for the project

I) Alternative I

This is mainly a right bank alternative. The alternative involves construction of diversion structure at EL. 2735m on Ghator nalla. The water conductor shall consist of feeder channel 18m, 741m HRT length & 1398 m long surface Penstock pipe on the right bank of the Ghator nalla. Also the penstock alignment is on surface as there is steep slope & rocky terrain except some bends to the Penstock. The gross head available for the power generation shall be around 656.50. This alternative involves the forest land of 3.7463 hectares and 57 numbers of trees cutting. The approved estimated cost of the alternative is 4051 lacs.

II) Alternative II

This alternative involves construction of diversion structure on Chhurkhu nala at EL.2735m on its right bank. The water conductor system of 50 m length from weir diversion upto forebay. The Penstock leads from the forebay to the Power house through loose rock and occasionally slidy portion and Also the some portion of the penstock passing through strethed area which leads to more laying length so keeping in view this there may be the loss of head which leads to the slightly less annual generation. In this Alternative 4.52 hectares of land is utilising and 65 numbers of trees coming due to which the estimated cost of the scheme goes upto near about 4125 lacs.

III) Alternative III

This is left bank alternative involves construction of diversion structure at EL. 2735m on the Ghator nalla. The water of Ghator nala shall diverted through a 55 m long water conductor system to the forebay. The proposed Power house

and penstock consist of loose strata which is vulnerable to landslides and most of the alignment of the components are coming in cultivated land and habitant area inspite of that forest land is more than earlier mentioned alternatives because of length of the transmission line and road increasing . In this alternative near about 4.10 hectares of land is coming and 70 numbers of trees involving. The estimated cost of this alternate stands about 4210 Lacs.

In view of the advantages offered by the Alternative I, It has been taken up for preparing Detailed Project Report

A summarised view presented in table below:-

Sr. No.	Description	Alt-I	Alt -II	Alt-III
1	Forest land involved in Project components	3.7463	4.5200	4.1000
2	Road	1.279	2.4	4.6
3	Trees Coming in alignment of Project components	57	65	70
4	Estimated cost (in Lacs)	4051	4125	4210

This shows that alternative I shall be use minimum forest cover, less cutting of trees and economically viability

All alternatives are shown in drawing and enclosed

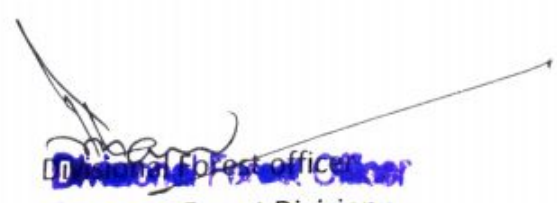
Place----Bharmour

Date--

For Chamba Hydro Ventures


Authorised Signatory

Countersigned by :


Divisional Forest Officer
Bharmour Forest Division
Bharmour (H.P.)

DIVERSION OF 3.7463 HA OF FOREST LAND FOR CONSTRUCTION OF GHATOR TOP
SMALL HYDRO PROJECT 4.98MW IN TEHSIL BHARMOUR, DISTRICT CHAMBA (H.P.)
FILE NO. : FP/HP/HYD/156608/2022
DATE OF PROPOSAL :

ALTERNATE SITES CONSIDERED TO MINIMISE THE USE OF
FOREST LAND FOR CONSTRUCTION OF
GHATOR TOP (4.98MW) SMALL HYDRO ELECTRIC PROJECT

ALTERNATIVE-I

The proposed project is situated on the right bank of the Ghator stream. The alternative involves construction of diversion structure at EL \pm 2735 m on Ghator Nala. The water conductor shall consists feeder Channel length of 18m upto surface Desilting tank and water Conductor System in HRT on the right bank of Ghator Nala comprising of 741m length(hrt) upto surge Tank. Penstock alignment runs through rocky slope. The gross head available for power generation shall be around 656.50 m. Surface powerhouse shall be located on the right bank of the Ghator Nala. There are small bends in Penstock alignment. No part of the Channel or other components lies in inhabitant area thus it will not have any other adverse environmental impact and large cutting of trees.

Feature considered:

- Alignment of the proposed project falls on right bank and along the stream. This has been deliberately designed for the reduction of land to be used, fewer amounts of trees to be cut and also based on the suitable strata for Channel. The proposal involves cutting of 57 trees in the all components alignment which are not to be cut.
- Forest land involved to the tune of 3.7463 Hectares.
- No disturbance to the stable slope & green cover.
- Limited number to trees to be cut off for execution of components of project.
- No Cultivated land and habitants.

ALTERNATIVE- II

This alternative involves construction of diversion structure on right bank of Ghator Nala at EL \pm 2735 m and the water conductor system involving Open Channel of about 50 m length passing through a loose rock on the right bank of the Nala. Geologically this alternative is not appropriate for the safety of the Project components.

Feature Considered:

- Forest land involved to the tune of 4.5200 hectares and 65 trees are involved in this process.
- It is difficult for construction of open channel on the right side as the slope is very steep which may trigger landslide during and after construction and it also increases the number of trees to be cut.
- Gross head available also decreases, resulting in less power generation.
- A lot of trees to be cut resulting into decreasing forest cover in this area.
- Some of the alignment of Project components coming in cultivated land and habitant area.

ALTERNATIVE- III

This is mainly left bank alternative involves construction of diversion structure at EL \pm 2735 m on the Ghator Nala. Water of Ghator Nala shall be diverted through a 55 m long Water Conductor System to the Forebay. There is open space available for location of Forebay. The penstock shall be over ground along with surface powerhouse on the left bank of the Ghator Nala. The gross head shall be about 640 m. The length of the road increases upto Power house which resulting increases the involvement of more forest land. In this alternative the Water Conductor System would cross the agriculture land resulting in erosion of agricultural land.


Features Considered:

- Entire alignment falls on left bank of Ghator Nala.
- Forest land involved to the tune of 4.1000 hectares and 70 trees are involved in this proposal.
- Length of water conductor system involved is more which increases the construction time.
- Total area involved is more which leads to cutting of more trees, Diversion of more forest land.
- Left bank of Ghator Nala covering proposed Powerhouse and Penstock consist of loose strata which is vulnerable to landslides.
- Most of the alignment of Project components coming in cultivated land and habitant area.

Keeping in view all the above three alternative, the **alternative- I**, which is more suitable and environmental friendly and economically viable , has been finally adopted.

Date- 20/5/2022
Place- Bharmour

For Chamba Hydro Ventures

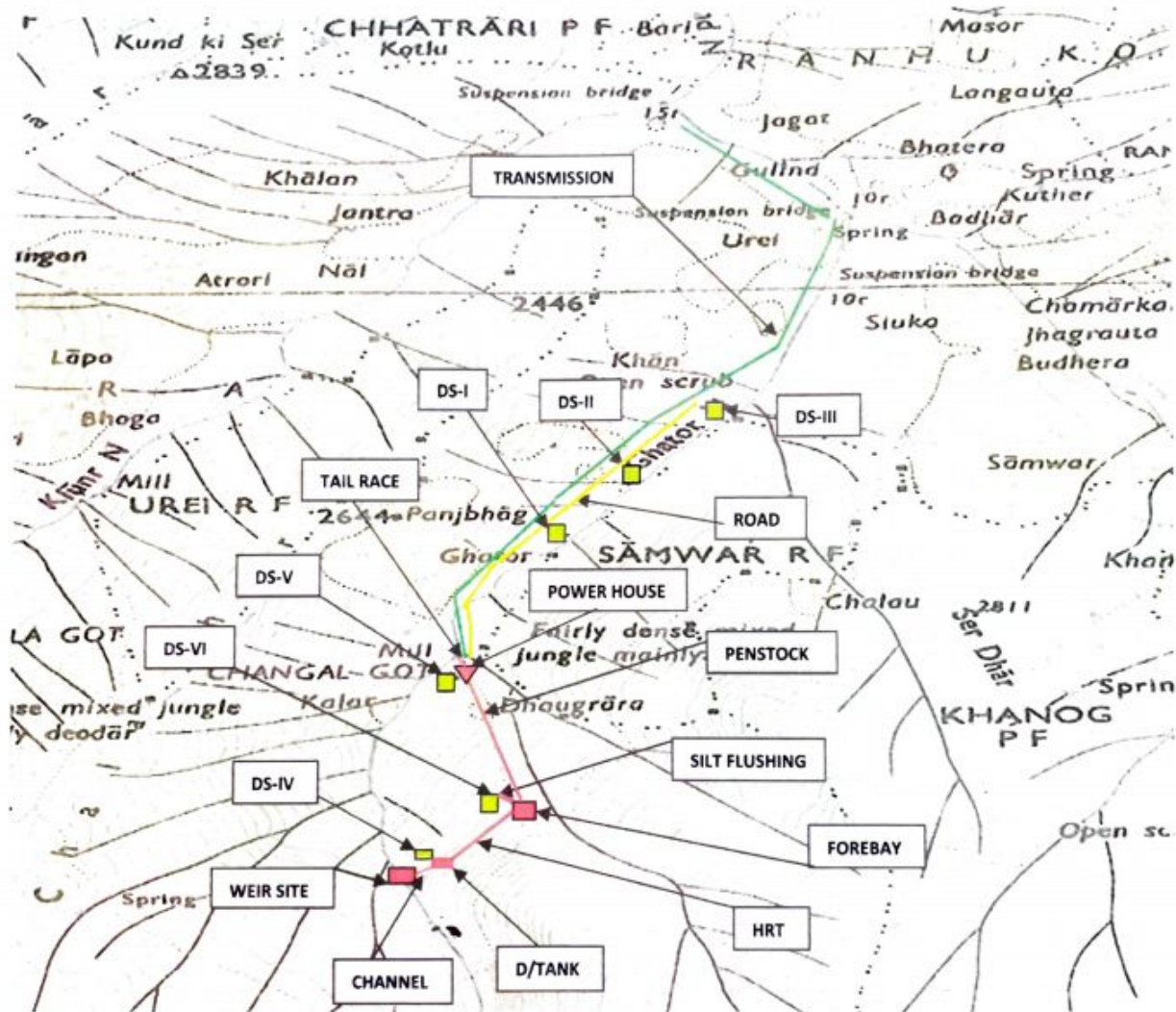

Authorised Signatory

29

GHATOR TOP SMALL HYDRO PROJECT (4.98 MW)
TEHSIL BHARMOUR DISTRICT CHAMBA (H.P.)


ALTERNATIVE – I

SOI TOPO SHEET : 52D/7



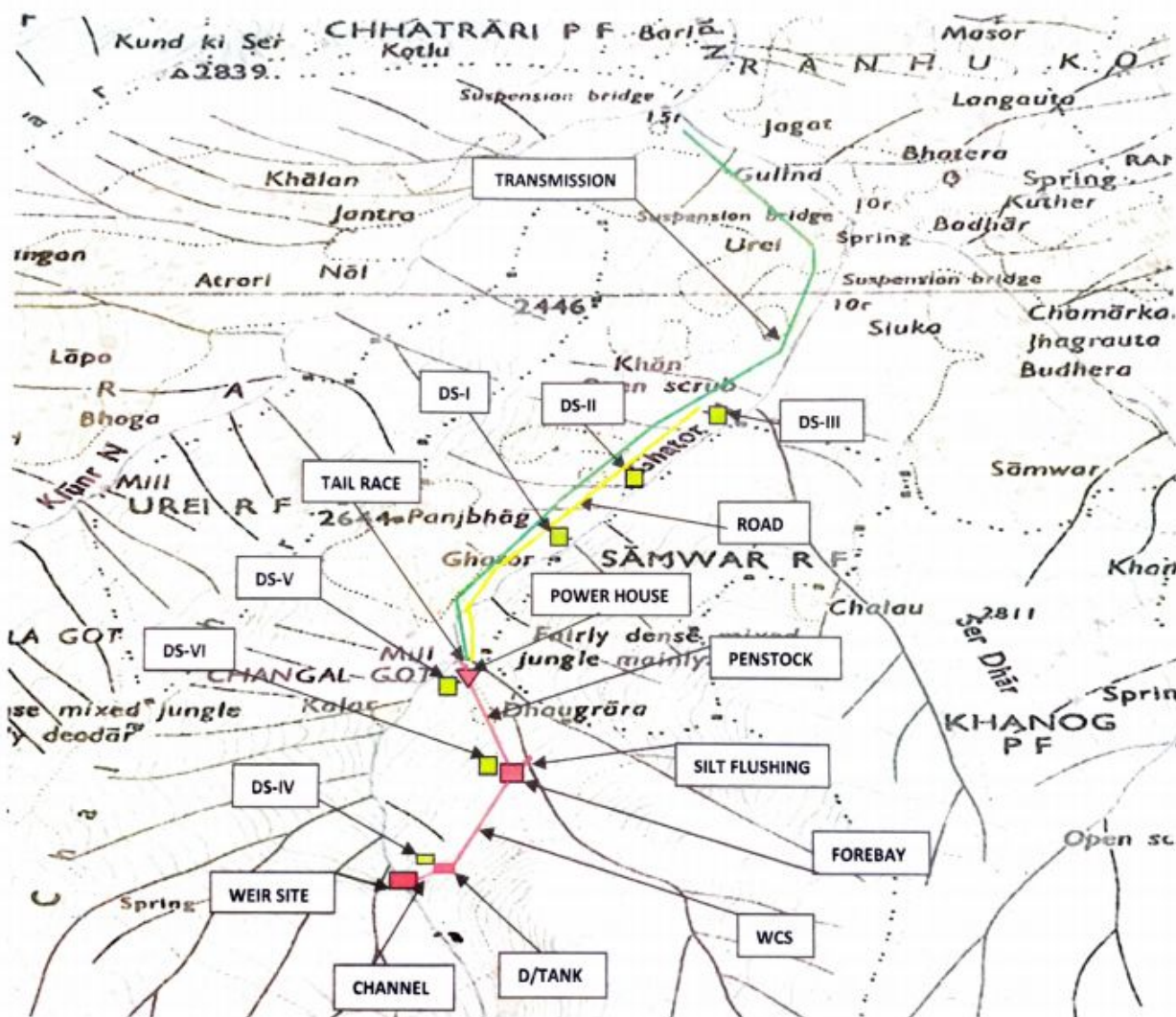
FEATURES CONSIDERED

AREA INVOLVED	3.7463 HA.
TREES INVOLVED	57 NO.


 Divisional Forest Officer
 Bharmour Forest Division
 Bharmour (H.P.)

Chamba Hydro Ventures
 Authorized Signatory

30

SOI TOPO SHEET : 52D/7

FEATURES CONSIDERED	
AREA INVOLVED	3.7463 HA.
TREES INVOLVED	65 NO.

3.7463 HA.

65 NO.

Chamba Hydro Ventures -
Authorized Signatory

Divisional Forest Officer
Bharmour Forest Division
Bharmour (H.P.)

31

SOI TOPO SHEET : 52D/7



Divisional Forest Officer
Bharmour Forest Division
Bharmour (H.P.)

Cosmos Hydro Ventures
July 1997 -
August 1997

32

CERTIFICATE FOR BENEFICIARIES

This is to certify that due to the construction of GHATOR TOP Small Hydro Project (4.98MW) in Tehsil Bharmour in District Chamba, Himachal Pradesh, the following villages shall be benefited:

Sr. No.	Name of the Village	Village Code	Population (as per census 2011)
1.	Urei (5)	8166	553
2.	Dhar Jhariyun (7)	8153	0
3.	Dhar Panherti (9)	8155	0

Place:

Date: 10/05/2012

C/S
D
19/05/12

Chamba Hydro Ventures
Chamba Hydro Ventures
Authorised Signatory

DIVERSION OF 3.7463 HA. OF FORESTLAND FOR CONSTRUCTION OF GHATOR TOP
 SMALLHYDRO PROJECT 4.98MW IN TEHSIL BHARMOUR, DISTRICT CHAMBA (H.P.)
 FILE NO. : FP/HP/HYD/156608/2022
 DATE OF PROPOSAL :

CHECK LIST SERIAL NUMBER – 12

**UNDERTAKING FOR PAYMENT OF COST OF
 COMPENSATORY AFFORESTATION**

I, Rajeev Kumar Upmanyu , Authorised Signatory for M/s Chamba Hydro Ventures having its office at Hotel Alps Resorts, PO & Tehsil, Dalhousie Distt. Chamba HP 176304, hereby undertake to pay the entire amount for compensatory afforestation in lieu of the forest area diverted for execution of GHATOR TOP Small Hydro Power Project 4.98 MW, as per prevailing wage rates at the time of plantation.

Place : Bharmour
 Dated :

For Chamba Hydro Ventures

Authorised Signatory

Countersigned by :

Divisional Forest Officer
 Bharmour Forest Division
 Bharmour
 Chamba (H.P.)

34

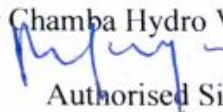
DIVERSION OF 3.7463 HA. OF FORESTLAND FOR CONSTRUCTION OF GHATOR TOP
SMALL HYDRO PROJECT 4.98MW IN TEHSIL BHARMOUR, DISTRICT CHAMBA (H.P.)
FILE NO .. : **FP/HP/HYD/156608/2022**
DATE OF PROOSAL :

CHECK LIST SERIAL NUMBER – 13

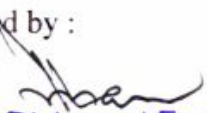
**UNDERTAKING FOR THE PAYMENT OF NET PRESENT VALUE
OF FOREST AREA**

It is to certify that I, Rajeev Kumar Upmanyu, Authorised Signatory for M/s "Chamba Hydro Ventures" having its office at Hotel Alps Resorts, PO & Tehsil, Dalhousie Distt. Chamba HP 176304, have applied for diversion of 3.7463 ha. of forest area for the purpose of execution of GHATOR TOP Small Hydro Power Project 4.98 MW. I hereby undertake to pay the revised Net Present Value (NPV) of the above forest land as per prevailing rates.

Place : Bharmour
Dated :

For Chamba Hydro Ventures

Authorised Signatory

Countersigned by :


Divisional Forest Officer
Bharmour Forest Division
Bharmour
(H.P.)

(25)

DIVERSION OF 3.7463 HA. OF FOREST LAND FOR CONSTRUCTION OF GHATOR TOP
SMALL HYDRO PROJECT 4.98MW IN TEHSIL BHARMOUR, DISTRICT CHAMBA (H.P.)
FILE NO. : FP/HP/HYD/156608/2022
DATE OF PROPOSAL :

CHECK LIST SERIAL NUMBER – 13(A)

**UNDERTAKING FOR THE PAYMENT OF ADDITIONAL NET
PRESENT VALUE OF FOREST AREA**

It is to certify that I, Rajeev Kumar Upmanyu, Authorised Signatory for M/s Chamba Hydro Ventures having its office at Hotel Alps Resorts, PO & Tehsil, Dalhousie Distt. Chamba HP 176304, have applied for diversion of 3.7463ha. of forest area for the purpose of execution of GHATOR TOP Small Hydro Power Project 4.98MW.

I hereby undertake to pay the revised Net Present Value (NPV) of the above forest land as per prevailing rates.

Place : Bharmour
Dated :

For Chamba Hydro Ventures
Chamba Hydro Ventures
Authorised Signatory
Authorised Signatory

Countersigned by :

Divisional Forest Officer
Bharmour Forest Division
Bharmour
Bharmour (H.P.)

36

CHAMBA HYDRO VENTURES

HOTEL ALPS RESORTS, PO & TEHSIL DALHOUSIE, DISTT. CHAMBA HP- 176304
Mob. No. 9418050775, 9418080340 Email Id—ranjan.upmanyu@gmail.com

Ref.No.- CHV/ FRA/2022/115

Dated 29/5/22

UNDERTAKING FOR SUBMISSION OF FRA

I Rajeev Kumar Upmanyu authorised signatory of M/S **Chamba Hydro Ventures** , hereby undertake to obtain and submit the FRA certificate regarding settlement of forest right r/o schedule Tribes and forest dwellers as per FRA 2006 Deputy commissioner Chamba HP for further processing of the case.

Date---29/5/22

Place--- Bharmour

For Chamba Hydro Ventures
Authorized Signatory
Authorised Signatory

37

SPECIES WISE GENERAL ABSTRACT OF TREES COMING IN THE ALIGNMENT OF 5MW GHATOR TOP SHEP (4.98MW)												
Sr No.	Particular	Class										Total
		V	IV	III	IIA	IIB	IA	IB	IC	ID	IE	
1	Rail	18	12	2	1	0	0	0	0	0	0	33
	Volume	0.22	0.28	0.57	1.41	0	0	0	0	0	0	
	Total Volume	3.96	3.36	1.14	1.41	0	0	0	0	0	0	9.87
2	Deodar	1	0	0	0	0	0	0	0	0	0	1
	Volume	0.22	0	0	0	0	0	0	0	0	0	
	Total Volume	0.22	0	0	0	0	0	0	0	0	0	0.22
3	Fir	2	0	0	0	1	2	0	0	0	0	5
	Volume	0.24	0	0	0	3.26	4.96	0	0	0	0	
	Total Volume	0.48	0	0	0	3.26	9.92	0	0	0	0	13.66
4	Ban	3	1	1	2	0	0	0	0	0	0	7
	Volume	0.13	0.2406	0.6795	1.3449	0	0	0	0	0	0	
	Total Volume	0.39	0.2406	0.6795	2.6898	0	0	0	0	0	0	3.9999
5	Khadak	0	1	0	0	0	0	0	0	0	0	1
	Volume	0	0.2406	0	0	0	0	0	0	0	0	
	Total Volume	0	0.2406	0	0	0	0	0	0	0	0	0.2406
6	Piyak	5	2	2	1	0	0	0	0	0	0	10
	Volume	0.13	0.2406	0.6795	1.3449	0	0	0	0	0	0	
	Total Volume	0.65	0.4812	1.359	1.3449	0	0	0	0	0	0	3.8351
Total Trees		29	16	5	4	1	2	0	0	0	0	57
Total Volume		5.7	4.3224	3.179	5.445	3.26	9.92	0	0	0	0	31.83

R.P.O. Swal

Divisional Forest Officer
Bhammour Forest Division
Bhammour (H.P.)

GENERAL ABSTRACT of Ghator DPF & Jaroun dhar DPF											
Sr. no.	Species	V	IV	III	IIA	IIB	IA	IB	IC	ID	Total
1	Kail	18	12	2	1	0	0	0	0	0	33
2	Deodar	1	0	0	0	0	0	0	0	0	1
3	F/Spurce	2	0	0	0	1	2	0	0	0	5
4	Ban	3	1	1	2	0	0	0	0	0	7
5	Khadak	0	1	0	0	0	0	0	0	0	1
6	Piyak	5	2	2	1	0	0	0	0	0	10
	Total=	29	16	5	4	1	2	0	0	0	57

I/C Beat Guard...
.....Beat

Block officer
R/Kothi block

Range Forest Officer
R.F.O. Swai Forest Range.

Divisional Forest Officer
Bharmour Forest Division
Bharmour (H.P.)

Enumeration of trees coming in the alignment of M/S Chamba Hydro Venture Ghatot Top SHEP (4.98 Mw)

List of standing trees in Jaroun dhar DPF beat R/kothi Block Swai forest Range.

Sr.no.	Species	Dia	Class	Remarks
1	F/spurce	66-68	IA	Green Standing
2	..do..	62-64	IA	Dry/Standing
3	..do..	58-60	IIB	Green Standing
4	Ban	42-44	IIA	Green Standing
5	..do..	32-34	III	Green Standing
6	Kail	24-26	IV	Green Standing
7	..do..	18-20	V	Green Standing
8	..do..	16-18	V	Green Standing
9	Piyak	46-48	IIA	Green Standing
10	..do..	36-38	III	Green Standing
11	..do..	22-24	IV	Green Standing
12	F/spurce	12-14	V	Green Standing
13	..do..	14-16	V	Green Standing
14	kail	12-14	V	Green Standing
15	..do..	14-16	V	Green Standing
16	Ban	26-28	IV	Green Standing

ABSTRACT

Sr.no.	Species	V	IV	III	IIA	IIB	IA	IB	IC	ID	Total
1	F/spurce	2	0	0	0	1	2	0	0	0	5
2	Ban	0	1	1	1	0	0	0	0	0	3
3	Kail	4	1	0	0	0	0	0	0	0	5
4	Piyak	1	0	1	1	0	0	0	0	0	3
	Total	7	2	2	2	1	2	0	0	0	16

I/C Beat Guard...
G. K. Bhatnagar Beat

Block officer
R/Kothi block

Range Forest Officer
R.F.O. Swai Forest Range.

Divisional Forest Officer
Sharmour Forest Division
Sharmour (H.S.)

Enumeration of trees coming in the alignment of M/S Chamba Hydro Venture Ghator Top SHEP (4.98 Mw)

List of standing trees in Ghator beat R/kothi Block Swai forest Range.

Sr.no.	Species	Dia	Class	remarks	Sr.no.	Species	Dia	class	remarks
1.	Kail	24-26	IV	G/standing	26	Ban	18-20	V	G/standing
2	Kail	24-26	IV	G/standing	27	..do..	46-48	IIA	G/standing
3	Kail	18-20	V	G/standing	28	Kail	28-30	IV	G/standing
4	Kail	18-20	V	G/standing	29	..do..	34-36	III	G/standing
5	Kail	16-18	V	G/standing	30	..do..	18-20	V	G/standing
6	Piyak	18-20	V	G/standing	31	..do..	16-18	V	G/standing
7	..do..	12-14	V	G/standing	32	..do..	28-30	IV	G/standing
8	Kail	12-14	V	G/standing	33	..do..	26-28	IV	G/standing
9	..do..	12-14	V	G/standing	34	Deodar	18-20	V	G/standing
10	Piyak	16-18	V	G/standing	35	kail	18-20	V	G/standing
11	..do..	28-30	IV	G/standing	36	..do..	26-28	IV	G/standing
12	Kail	24-26	IV	G/standing	37	Piyak	18-20	V	G/standing
13	..do	18-20	V	G/standing	38	..do..	28-30	IV	G/standing
14	..do..	12-18	V	G/standing	39	kail	28-30	IV	G/standing
15	..do..	18-20	V	G/standing	40	..do..	14-16	V	G/standing
16	..do..	16-18	V	G/standing	41	Piyak	38-40	III	G/standing
17	..do..	48-50	IIA	G/standing					
18	Khadak	22-24	IV	G/standing					
19	Ban	14-16	V	G/standing					
20	Kail	36-38	III	G/standing					
21	..do..	16-18	V	G/standing					
22	do..	22-24	IV	G/standing					
23	..do..	22-24	IV	D/standing					
24	Ban	18-20	V	G/standing					
25	kail	22-24	IV	G/standing					

ABSTRACT

Sr.no.	Species	V	IV	III	IIA	IIB	IA	IB	IC	ID	Total
1	Kail	14	11	2	1	0	0	0	0	0	28
2	Piyak	4	2	1	0	0	0	0	0	0	7
3	Khadak	0	1	0	0	0	0	0	0	0	1
4	Ban	3	0	0	1	0	0	0	0	0	4
5	Deodar	1	0	0	0	0	0	0	0	0	1
	Total	22	14	3	2	0	0	0	0	0	41

I/C Beat Guard.

Beat

Block officer

R/Kothi block

Range Forest Officer

Swai Forest Range.

Divisional Forest Officer

Bharmour Forest Division

Bharmour Forest Division

41

SCIENTIFIC NAME WISE GENERAL ABSTRACT OF TREES COMING IN THE ALIGNMENT OF GHATOR TOP SHEP (4.98MW)													
Sr.No.	Local Name	Scientific Name	Class										Total
			V	IV	III	IIA	IIB	IA	IB	IC	ID	IE	
1	Kail	<i>Pinus wallichiana</i>	18	12	2	1	0	0	0	0	0	0	33
2	Deodar	<i>Cedrus deodara</i>	1	0	0	0	0	0	0	0	0	0	1
3	Fir	<i>Abies pindrow</i>	2	0	0	0	1	2	0	0	0	0	5
4	Ban	<i>Quercus dilitata</i>	3	1	1	2	0	0	0	0	0	0	7
5	Khadak	<i>Celtis australis</i>	0	1	0	0	0	0	0	0	0	0	1
6	Piak	<i>Alnus nepalensis</i>	5	2	2	1	0	0	0	0	0	0	10
Total Trees			29	16	5	4	1	2	0	0	0	0	57

R.F.O. Swai

Divisional Forest Officer
Bharmour Forest Division
Bharmour (H.P.)

Date of Report

42

COST OF TREES COMING IN THE ALIGNMENT OF 4.96 MW GHATOR TOP SHEP (3.7463 HECTARE) TREES ENUMERATED IN JAROUN DHAR DPF & GHATOR DPF IN GHATOR BEAT, RUNUKOTHI BLOCK, SWAI RANGE OF BHARMOUR FOREST DIVISION, DISTRICT CHAMBA (H.P.)													
Sr.No.	Particular	Class										Total	Remarks
		V	IV	III	IIA	IIB	IA	IB	IC	ID	IE		
1	Kail	18	12	2	1	0	0	0	0	0	0	33	Rate applied as per approved market rate for the year 2021-22
	Vol/ tree	0.22	0.28	0.57	1.41	0	0	0	0	0	0	9.87	
	Total Vol	3.96	3.36	1.14	1.41	0	0	0	0	0	0	61669	
	Rate /Cum	61669	61669	61669	61669	0	0	0	0	0	0	608673	
	Total Cost:	244209	207208	70303	86953	0	0	0	0	0	0	1	
2	Deodar	1	0	0	0	0	0	0	0	0	0	1	
	Vol/ tree	0.22	0	0	0	0	0	0	0	0	0	0.22	
	Total Vol	0.22	0	0	0	0	0	0	0	0	0	84683	
	Rate /Cum	84683	0	0	0	0	0	0	0	0	0	18630	
	Total Cost:	18630	0	0	0	0	0	0	0	0	0	5	
3	Fir/Spruce	2	0	0	0	1	2	0	0	0	0	5	
	Vol/ tree	0.24	0	0	0	3.26	4.96	0	0	0	0	13.66	
	Total Vol	0.48	0	0	0	3.26	9.92	0	0	0	0	35892	
	Rate /Cum	35892	0	0	0	35892	35892	0	0	0	0	490285	
	Total Cost:	17228	0	0	0	117008	356049	0	0	0	0	7	
4	Ban	3	1	1	2	0	0	0	0	0	0	7	
	Vol/ tree	0.13	0.2406	0.6795	1.3449	0	0	0	0	0	0	3.9999	
	Total Vol	0.39	0.2406	0.6795	2.6898	0	0	0	0	0	0	56493	
	Rate /Cum	56493	56493	56493	56493	0	0	0	0	0	0	225966	
	Total Cost:	22032	13592	38387	151955	0	0	0	0	0	0	1	
5	Khadak	0	1	0	0	0	0	0	0	0	0	1	
	Vol/ tree	0	0.2406	0	0	0	0	0	0	0	0	0.2406	
	Total Vol	0	0.2406	0	0	0	0	0	0	0	0	12246	
	Rate /Cum	0	12246	0	0	0	0	0	0	0	0	2946	
	Total Cost:	0	2946	0	0	0	0	0	0	0	0	10	
6	Piak	5	2	2	1	0	0	0	0	0	0	10	
	Vol/ tree	0.13	0.2406	0.6795	1.3449	0	0	0	0	0	0	3.8351	
	Total Vol	0.65	0.4812	1.359	1.3449	0	0	0	0	0	0	12246	
	Rate /Cum	12246	12246	12246	12246	0	0	0	0	0	0	46965	
	Total Cost:	7960	5893	16642	16470	0	0	0	0	0	0	57	
Total Trees		29	16	5	4	1	2	0	0	0	0	57	
Total Volume		5.70	4.32	3.18	5.44	3.26	9.92	0.00	0.00	0.00	0.00	31.83	
Total cost of trees												1393465	
Add 10% increase for the year 2022-23												139347	
Or Say												15,32,812	

R.F.O Swai

Swai Range Officer

Divisional Officer
Bharmour Forest Division

(43)

Full Title of the Project :- **Ghator Top SHEP (4.98 MW).**
File No. :- **FP/HP/HYD/156608/2022.**
Date of Proposal :- **09/06/2022.**

CHECK LIST SERIAL NO.-16

SITE INSPECTION REPORT NOT BELOW THE RANK OF DCF
(For the forest land to be diverted under FCA)

A proposal has been received by this office from **M/s Chamba Hydro Venture, Hotel ALP Resorts, P.O. & Tehsil Dalhousie, District Chamba (H.P.)** for diversion (under FCA-1980) of **3.7463 hectare** of forest land for non forestry purpose. The subject envisages the use of forest land for the construction of **Ghator Top Small Hydro Electric Project (4.98MW)** within the jurisdiction of Bharmour Forest Division, District Chamba, Himachal Pradesh. The site inspection of the land involved in the proposal has been done by me on dated 14.06.2022

On inspection of the site, it is found that the land required by the user agency is a forest land measuring **3.7463 hectare** for main project components and proposed for diversion under FCA.

The requirement of forest land as proposed by the user agency in Column 2 of Part-I is unavoidable and is barest minimum required for the project: **Yes.**

Whether any rare/endangered/unique species of flora and fauna found in the area. If so detail thereof: **No.**


Whether any protected archaeological/heritage site/defence establishment or any other important monument is located in the area. If so, the details thereof with NOC from competent authority, if required: **No.**

- (a) The user agency has not violated the provisions of Forest (Conservation) Act, 1980 and no work has been started without proper sanction: **Yes.**
- (b) It has been found that the user agency has violated the Forest (Conservation) Act, 1980 provisions. A detailed report as per para 1.9 of Chapter-I, Part-C of hand book of Forest (Conservation) Act, 1980 is attached: **No.**

Specific recommendation for acceptance or otherwise of the proposal: **As the requirement of forest land for the purpose is barest minimum and no unique / rare / endangered species of flora & fauna found, hence recommended for diversion.**

Place: Bharmour.

Dated: 11.07.2022


D. S. O. Bharmour
Bharmour (H.P.)

(44)

Full Title of the Project :- Ghator Top SHEP (4.98 MW).
File No. :- FP/HP/HYD/156608/2022.
Date of Proposal :- 09/06/2022.

Check List Serial No. 17.


LOCATION MAP


Location Map of Non Forest/**Degraded Forest Area** identified for Compensatory Afforestation in lieu of proposal for diversion of **3.7463 Ha.** of forest land for the construction of **Ghator Top SHEP (4.98 MW)** in **Chamba** District.

Village	: Ghator
Name of Proposed Plantation Area	: DPF Ghator 07.50 Hect.
Tehsil	: Bharmour
District	: Chamba
Forest Division	: Bharmour
Forest Range	: Swai
Block No./Compartment No./Survey Sheet No.:-	52D/7/NE
Total Area	: 07.50 ha.

Map attached

Area to be taken for Compensatory Afforestation


Range Forest Officer,
Swai Forest Range,
Swai,


Divisional Forest Officer,
Bharmour Forest Division
Bharmour (H.P.)

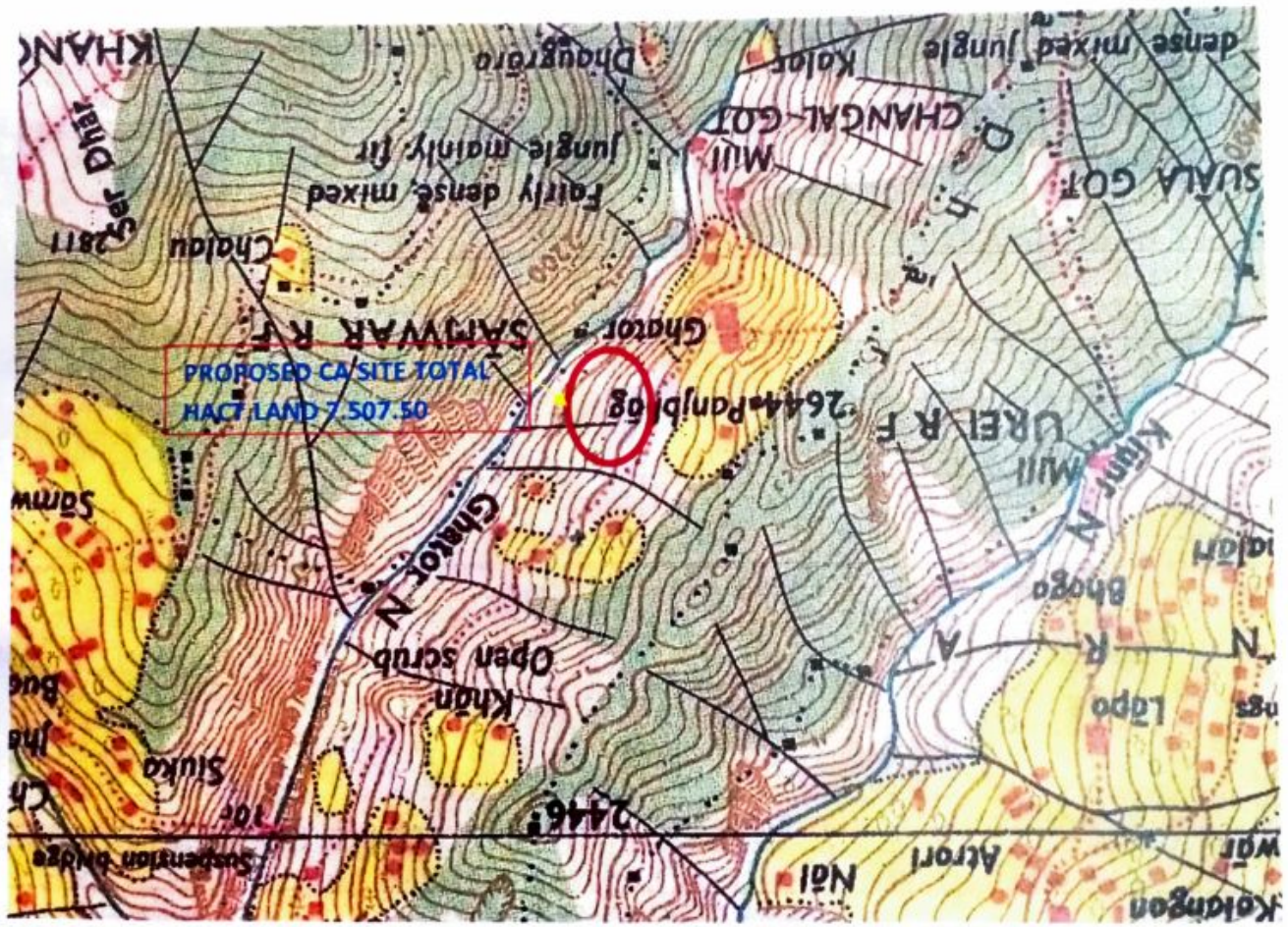
45

GHATOR TOP SMALL HYDRO PROJECT (4.98 MW)
TEHSIL BHARMOUR DISTRICT CHAMBA (H.P.)

TOPO MAP FOR CA LAND

SOI TOPO SHEET :

52D/7



FEATURES CONSIDERED	
PROP. CA LAND	7.50HACT.

LEGEND	
CA LAND	

R.F.O Swal

*Divisional Forest Officer
Bharmour Forest Division
Bharmour (H.P.)*

46

Digital Landuse Map For C/O CA Site Ghator Top SHEP(7.50Hact.)



Full Title of the Project :- Ghator Top SHEP (4.98 MW).
 File No. :- FP/HP/HYD/156608/2022.
 Date of Proposal :- 09/06/2022.

Check List Serial No. 18.

"DETAILED SCHEME FOR COMPENSATORY AFFORESTATION"

Detailed Scheme for Compensatory Afforestation to be carried out in lieu of **3.7463 hectares** of forest area to be diverted in favour of **M/S Rajeev Upamnyu, Chamba Hydro Venture, Hotel Alps Resorts, P.O. Tehsil Dalhousie District Chamba (H.P.)** for the construction of **Ghator Top SHEP (4.98 MW)** within the jurisdiction of Bharmour Forest Division in Chamba District, Himachal Pradesh.

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

District :- Chamba
 Village :- Ghator
 Tehsil :- Bharmour
 Name of Forest Division :- Bharmour
 Range :- Swai
 Block/ Compartment/Survey Sheet No :- 52D/7/NE
 Area to be afforested:- Afforestation will be carried out 07.50 Hectare in Ghator DPF.

2. Description of area:-

I)	Whether the site selected for Compensatory Afforestation is a land bank or not.	Yes
II)	If the C.A. Site is other than the land bank, reasons be given.	N.A.
III)	In case of non-forest area identified for CA, then what is the distance of CA site from the adjoining forest boundary:-	N.A.
IV)	Soil Type.	Clayey loam
V)	a) Topography: Hilly/undulating/Plain.	Hilly
	b) Slope: Steep/Medium/Gentle.	Medium
VI)	Whether the area is bearing any root stock of vegetation.	No

3. Plantation Model:- Departmental

Copy of the approved Compensatory Afforestation Scheme/Modelshowing component wise physical and financial break up is enclosed.

48

COMPENSATORY AFFORESTATION SCHEME FOR THE DIVERSION OF 0.9487 HAC. OF FOREST LAND FOR THE C/O GHATOR TOP SHEP (4.98MW) IN BHARMOUR FOREST DIVISION												
Norms of plantation and maintenance of old plantation for Non-Tribal and Tribal Areas for the year 2021-22 applicable vide Pr.CCF (HoFF) H.P. Shimla memo.No.Ft.State CAMPA/2010/Norms/Vol.II dated 21.06.2021.												
Total area diverted in hectare					3.7463 Ha.							
Area proposed for compensatory afforestation.					3.7463 X 2 = 7.4926 or Say 7.50 Hectares							
Name of proposed plantation area					Ghator DPF							
Plants to be planted per Hectare					1100							
Total number of plants to be planted					8250							
Year of Execution (Tentative)					2022-23							
Species to be planted					Deodar, Kail and OBL Species							
Particulars of works	Area in Ha.	Cost Norm per Ha. for the FY 2021-22 for Plantation/Maintenance	Total Plantation / Maintenance Cost	Plants to be planted per Ha.	Total no. of plants to be planted	Nursery cost per plant	Total Nursery Cost	Total Plantation cost + Total nursery cost (Col 3+7)	Year of Execution of Works	Cost Escalation taking 10 % for each subsequent year	Escalated Cost	Total Amount (Col. 8+11)
	1	2	3	4	5	6	7	8	9		11	12
Initial cost for raising compensatory afforestation over an area of 7.50 ha.	7.50	98785	740887.5	1100	8250	28.46	234795	975682.5	2022-23	10%	97568	1073251
Soil & Moisture Conservation Works @ 25% of Planting Cost												268313
Total - A												1341563
1st year maintenance	7.50	11380	85350	330	2475	28.46	70439	155789	2023-24	20%	31158	186946
2 nd year maintenance	7.50	7675	57562.5	220	1650	28.46	46959	104522	2024-25	30%	31356	135878
3rd year maintenance	7.50	3975	29812.5	110	825	28.46	23480	53292	2025-26	40%	21317	74609
4th year maintenance	7.50	3975	29812.5	110	825	28.46	23480	53292	2026-27	50%	26646	79938
5th year maintenance	7.50	3975	29812.5	110	825	28.46	23480	53292	2027-28	60%	31975	85267
6th year maintenance	7.50	3975	29812.5	110	825	28.46	23480	53292	2028-29	70%	37304	90596
7th year maintenance	7.50	3975	29812.5	110	825	28.46	23480	53292	2029-30	80%	42634	95926
8th year maintenance	7.50	3975	29812.5	110	825	28.46	23480	53292	2030-31	90%	47963	101255
9th year maintenance	7.50	3975	29812.5	110	825	28.46	23480	53292	2031-32	100%	53292	106584
10th year maintenance	7.50	3975	29812.5	110	825	28.46	23480	53292	2032-33	110%	58621	111913
Total-B												1068912
Total - A+B												2410476
Add Contingencies Charges @ 5 %												120524
Sub Total												2530999
Add Departmental Charges of Supervision@17.5 %												442925
Grand Total												2973924
TWENTY NINE LAC SEVENTY THREE THOUSAND NINE HUNDRED TWENTY FOUR ONLY												


 Divisional Forest Officer
 Bharmour Forest Division
 Shimla

49

5. Technical details:-

Technical details of Compensatory Afforestation Scheme are as follows:-

a) General Details.	The land bank identified in Banni DPF 5.00 Hectare and Silpari DPF 5.00 Hectare (Total 10.00 Hectare) is blank patches where coniferous & B/leave species will be planted at the pit size 30cmx30cmx30cm and broad leaf at pit size 45cmx45cmx45cm with inward slop. The area will be protected by barbed wire fencing with R.C.C. fence posts.
b) Spacing.	3.00m x 3.00m from plant to plant.
c) Species.	Conifer:- Deo & Kail, Near 3.00m from Row to Row. Broad Leaf:- Ban, HCN, Robinia, Walnut & Chulli.
d) Plantation Method.	Contour Planting.
e) Soil and Moisture Conservation Works.	Contour Trenches with in the plantation area, check walls / protection walls, check dams as per site requirement.
f) Protection (Fencing, Watchman, People's Participation etc.).	Fencing.
g) Proposed Monitoring Mechanism.	Department.
h) Any other information.	NIL.

Range Forest Officer,
Swai Forest Range,
Swai,

Divisional Forest Officer,
Bharmour Forest Division
Bharmour (H.P.)

Full Title of the Project :- Ghator Top SHEP (4.98 MW).
 File No. :- FP/HP/HYD/156608/2022.
 Date of Proposal :- 09/06/2022.

Check List Serial No-20.

"LAND SUITABILITY CERTIFICATE BY DFO (T)"

This is to certify that 07.50 hectare at DPF Ghator (CA Site) bearing Survey No./ Compartment No. **52D/7/NE** of village **Ghator**, Tehsil **Bharmour**, District **Chamba**, HP identified for Compensatory Afforestation is suitable for plantation from management point of view and is free from all sorts of encumbrances and encroachments.

Place : Bharmour

Dated:

Range Forest Officer,
 Swai Forest Range,
 Swai,

Divisional Forest Officer,
 Bharmour Forest Division
 Bharmour
 Chamba (H.P.)


No. CBA-III-10 (2407) 2022-76 Dated 27/5/2022

(51)

CHECK LIST SERIAL No. 21

**CERTIFICATE FOR NON-AVAILABILITY OF NON- FOREST LAND FOR RAISING
COMPENSATORY AFFORESTATION**

Certified that all the Govt. Waste land in this District are considered as forest land in view of the 1952 Notification of Govt. of H.P. which has declared all Govt. waste land and protected forests. Hence there is non availability of suitable Non Forest land within the jurisdiction of Bharmour Forest Division for raising of compensatory plantation in lieu of diversion of forest land for the construction of GHATOR TOP SHEP (4.98MW) to be constructed by M/s Chamba Hydro Ventures, Hotel Alps Resorts, Dalhousie Distt. Chamba HP -176304.


Divisional Forest Division
Bharmour Forest Division
Distt. Chamba HP
Bharmour Forest Division
Bharmour (H.P.)


Collector
Chamba, District Chamba (HP)


Chamba Hydro Ventures
Authority

DIVERSION OF 3.7463 HA.OF FORESTLAND FOR CONSTRUCTION OF GHATOR TOP
SMALL HYDRO PROJECT 4.98MW IN TEHSIL BHARMOUR, DISTRICT CHAMBA (H.P)
FILE NO .. : FP/HP/HYD/156608/2022
DATE OF PROOSAL :

RECLAMATION PLAN GHATOR TOP HYDRO PROJECT(4.98MW) DISTRICT CHAMBA (H.P)

Dumping site for disposal of muck have been identify with due consideration of its distance and suitability of the area and topography point of view.

Accordingly the following sites have been identified

Sr.no	Description	Mohal	Khasra No.	Area in Sqm
1	Dumping site -I	Urei	1673/2	146.00
2	Dumping site -II	Urei	1673/3	99.00
3	Dumping site--III	Urei	1908/2	113.00
4	Dumping site-IV	Dhar Panhetri	2/3	894.00
5	Dumping site-V	Dhar Jhariyun	11/2	1190.00
6	Dumping Site -VI	Dhar Jhariyun	11/6	894.00

Rehabilitation proposal

Since there is no displacement of any population due to the construction of the road there will be no rehabilitation problem

Afforestation

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

Retaining Walls

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

Use of muck /debris

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

Plantation

The dumping area and various sites be properly leveled after the completion of the project. The area will be escaped the plantation carried out so to merge with the nature surroundings.

Location of dumping	Area in Sqm.	Slop of dumping place in degree	Qty. of muck generated (CU.MTR)	Qty. with Swell Factor(CU.MTR) @45%	Qty. muck to used(CUM.Mtr)	Qty.of muck deposited (Cu.mtr)	Height of dumping expected in mtr.
Dumping site -I	146.00	15	985	1428.25	571.30	270	2.45
Dumping site -II	99.00	15				235	2.45
Dumping site -III	113.00	15				352	2.45
Dumping site-IV	894.00	14	2264	3282.80	1147.91	2134.8	2.40
Dumping site-V	1190.00	14	3400	4930	1972	2958	2.50
Dumping site-VI	894.00	14	2760.40	4002.58	1601.03	2401.54	2.70
TOTAL	3336		9409.40	13643.63	5292.24	8350.29	2.49(Standard)

53

Sr.no	Description	Mohal	Khasra No.	Area in Sqm	Height	Capacity of dumping site Qty.in cu. mtr
1	Dumping site -I	Urei	1673/2	146.00	2.45	357.70
2	Dumping site -II	Urei	1673/3	99.00	2.45	242.55
3	Dumping site--III	Urei	1908/2	113.00	2.45	276.85
4	Dumping site -IV	Dhar Panhetri	2/3	894.00	2.40	2145.60
5	Dumping site - V	Dhar Jhariyun	11/2	1190.00	2.50	2975
6	Dumping site - VI	Dhar Jhariyun	11/6	894.00	2.70	2413.80

Place : Bharmour
Dated :

For Chamba Hydro Ventures
Chamba Hydro Ventures
Authorised Signatory
Authorised Signatory

54

MUCK DUMPING PLAN FOR GHATOR TOP SMALL HYDRO PROJECT 4.98 MW														
Sr No.	Name of Component from Where Muck is To Be Produced	Actual Size Of Component in sqm	Total Qty. Of Muck is to be Produced (in cum)	Factor of increase in volume after excavation (45%)	Total Qty. Of Muck is to be Dumped on the Basis Of increased Qty (in cum)	Qty. Of Muck To Be utilised (in cum)	Total Qty. Of Muck Remaining After Utilisation	Name of Dumping place	Size of Dumping Sites	Area of Dumping place in sqm	Remaining Height of Muck Dumped	Capacity of Muck To be Dumped	Quantity to be Dumped	Remarks
3	Intake/Trench Weir	30*19.83=595	595	595*45/100=267.75	862.75	301.96	560.78	Dumping Site-IV	40*22.35	894	2.4	2145.6	560.78	Out of total Muck Generated About 35% Shall Be Used in Construction of Crates, Aggregates, Road R/Walls, B/Walls, Rest Of The Muck Including Swell Factor (45%) shall be Dumped in muck Dumping sites IV
2	Feeder Channel	18*2.50=45	45	45*45/100=20.25	65.25	22.83	42.41						42.41	
3	Silt Flushing	16*2=32	30	30*45/100=13.50	43.5	15.22	28.27						28.27	
5	D-tank	26*11.42=297	594	594*45/100=267.30	861.3	301.45	559.84						559.84	
4	HRT INLET	250*2.50=625	1000	1000*45/100=450	1450	507.5	942.5						942.5	
5	HRT OUTLET	491.60*2.50=1229	1966.4	1966.40*45/100=884.88	2851.28	1140.51	1710.76	Dumping Site-VI	40*22.35	894	2.7	2413.8	1710.76	Out of total Muck Generated About 40% Shall Be Used in Construction of Crates, Aggregates, Road R/Walls, B/Walls, Filling, Rest Of The Muck Including Swell Factor (45%) shall be Dumped in muck Dumping sites VI
6	Surge Tank	20*19.85=397	794	794*45/100=357.30	1151.3	460.52	690.78						690.78	
7	Penstock	1395*2.84=3970	425	425*45/100=191.25	616.25	246.5	369.75	Dumping Site-V	40*29.75	1190	2.5	2975	369.75	Out of total Muck Generated About 40% Shall Be Used in Construction of Crates, Aggregates, Protection works i.e R/Walls, B/Walls, Filling, Rest Of The Muck Including Swell Factor (45%) shall be Dumped in muck Dumping sites V
8	Power House	60*39.65=2379	2025	2025*45/100=911.25	2936.25	1174.5	1761.75						1761.75	
9	Switch Yard	30*19.83=595	950	950*45/100=427.50	1377.5	551	826.5	Dumping Site-III	11.30*10	113	2.45	276.85	270	Out of total Muck Generated About 40% Shall Be Used in Construction of Crates, Aggregates, Protection works i.e R/Walls, B/Walls, Filling, Rest Of The Muck Including Swell Factor (45%) shall be Dumped in muck Dumping sites I to III
10	Road	1231.50*4=4926	985	985*45/100=443.25	1428.25	571.3	856.95	Dumping Site-II	11*9	99	2.45	242.55	235	
								Dumping Site-I	14.60*10	146	2.45	357.7	352	
Total			9409.4		13643.63	5293.29	8350.29			3336	2.49	8411.9	8350.29	

Chamba Hydro Ventures
 Authorised Signatory

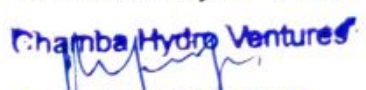
55

DIVERSION OF 3.7463 HA. OF FORESTLAND FOR CONSTRUCTION OF GHATOR TOP
 SMALL HYDRO PROJECT 4.98MW IN TEHSIL BHARMOUR, DISTRICT CHAMBA (H.P)
 FILE NO. : FP/HP/HYD/156608/2022
 DATE OF PROOSAL :

**COST ESTIMATION OF DUMPING SITES & PLANTATION
 GHATOR TOP (4.98MW) SHEP**

SR. NO.	DESCRIPTION	UNIT	QTY	RATE (IN Rs.)	AMOUNT (Rs.)
1	Cost of Surveying and Investigation	Lumsum	1	25000	25,000
2	Cost of Carrying of muck to the dumping site and properly stacking.	Cum	8350.29	50	5,42,769
3	Earth work for the excavation of Gabion wall i.e trenches of different sizes with proper depth, removal of bushes and stumps, shoring and bracing etc.	Cum	245	450	1,10,250
4	Cost of crate wire of 4mm dia with carriage upto site.	Kg	1563	83	1,32,855
5	Providing RR Massionary and Stone Filled Gabion Wire Crates for protection Work.	Cum	423	750	3,17,250
6	Plantation of 480 plants @ Rs 35/- per plant.	Nos	480	35	16,800
7	Digging of pit for plantation.	Nos	480	55	26,400
8	Cost of Barbed wire Fencing for protection of Plants @ Rs. 145/- per plant with carriage and labour	kg	480	145	69,600
9	Salary for Gardener (1) for 4 years (48 Months) @ Rs.8800/- per month .	Months	48	8800	4,22,400
10	2 Nos. Beldar for protection of plantation for 2 years @ Rs.350/- per day.	Year	2	2,55,500	5,11,000
11	Reclamation and restoration.	Lumsum	1	1,50000	1,50,000
12	Landscaping and Beautification.	Lumsum	1	1,60000	1,60,000
13	Carriage of soil from road site	Cum	100	500	50,000
14	Collection of Grass seed	Kg	100	600	60,000
15	Broadcasting of grass seed plants	Nos.	100	400	40,000
Total					26,34,324

Place : Bharmour
 Dated :

For Chamba Hydro Venture

 Authorised Signatory
 Authorised Signatory

56

" ABSTRACT OF COST"

Name of work :- Construction of Ghator Top SHEP (4.98MW) in Tehsil Bharmour Distt. Chamba being executing by M/s Chamba Hydro Ventures .

(Sub Head :- CONSTRUCTION OF WIRE CRATES TO THE DUMPING SITES)

S.NO	Item	Qty.	Rate	Unit	Amount
1	Earthwork in excavation for structure as per drawing and technical specifications clause 305.1 including setting out, construction of shoring and bracing, removal of stumps and other deleterious material and disposal upto a lead of 50m, dressing of sides and bottom and backfilling in trenches with excavation suitable materials ordinary soil upto standard depth.	245	450	Per cubic Metre	1,10,250
2	RR Massionery and laying of boulder apron laid in wire crates with 4 mm dia GI wire conforming to IS:280 and IS :4826 in 100 mm X 100 mm mesh (woven diagonally) including 10 per cent extra for laps and joint laid with stone boulders weighing not less than 25 Kg each as per drawing and technical specifications Clause 1301.	423	750	Per cubic Metre	3,17,250
3	Provoide the GI wire of dia 4mm with all costs at site including Transportation and other charges.	1563	83	Kg	1,32,855
Total					5,60,355.00

[Signature]

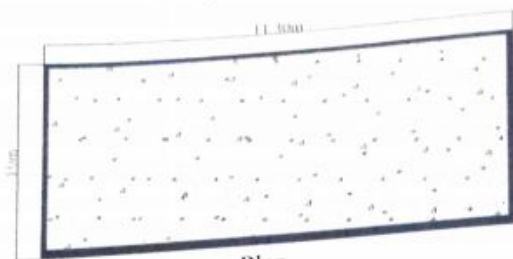
Er. Vijay Singh(Civil)

Naman Engineers and Consultants

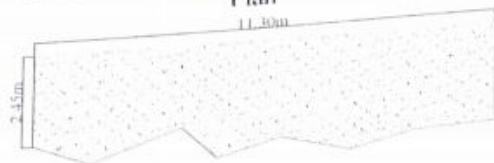
[Signature]

Chamba Hydro Ventures
[Signature]
Authorised signatory

Dumping Site No.III (Along the Road)



Plan



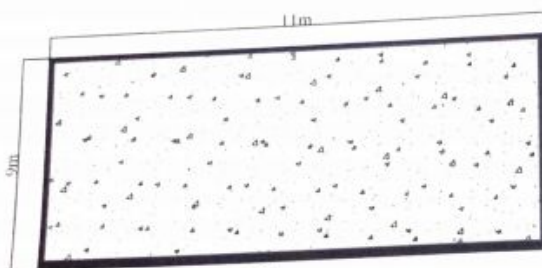
Section at X- X (L-section)



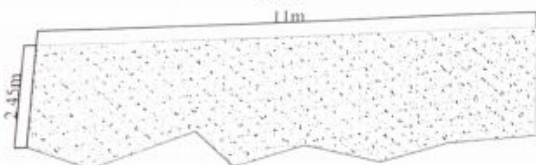
Section at Y- Y (Cross-section)

Area- 11.30mX10m= 113Sqm
Averag height- 2.45m
Capacity of Muk Dumping Site
113X2.45=276.85 Cum

Dumping Site No.II (Along the Road)



Plan



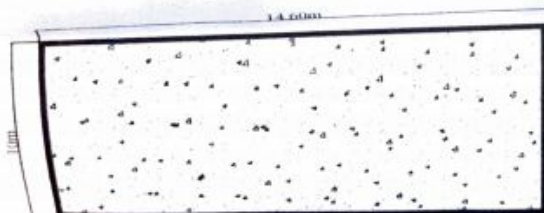
Section at X- X (L-section)



Section at Y- Y (Cross-section)

Area= 11mX9m=99Sqm
Averag height=2.45m
Capacity of Muk Dumping Site
99X2.45=242.55 Cum

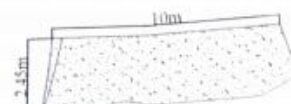
Dumping Site No.I (Along the Road)



Plan



Section at X- X (L-section)

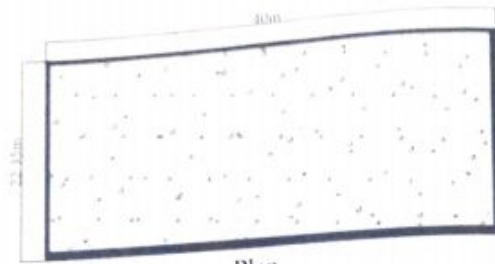


Section at Y- Y (Cross-section)

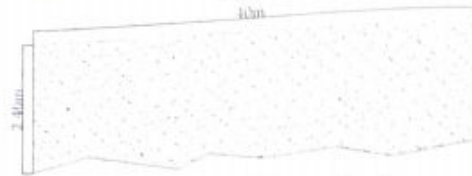
Area- 14.60mX10m=146Sqm
Averag height- 2.45m
Capacity of Muk Dumping Site
146X2.45=357.70 Cum

Ghoshia Hydro Ventures
Authorized Signatory

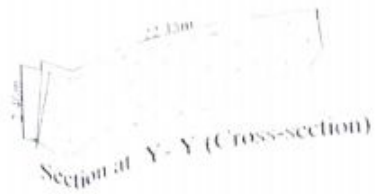
Dumping Site No.IV (Along the Intake/Trench/Wear,Leeder Channel,Silt Flushing, D Tank,and hrt inlet)



Plan

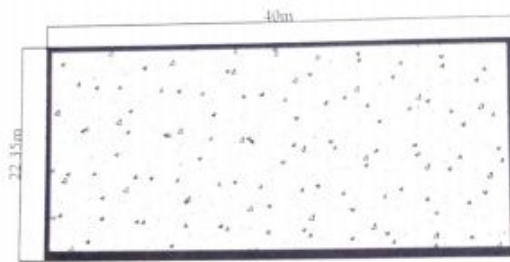


Section at X- X (L-section)

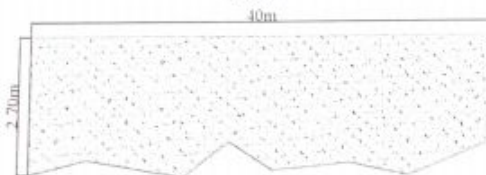


Area 40mX22.13m 894Sqm
Average height 2.40m
Capacity of Muk Dumping Site
894X2.40= 2145.60 Cum

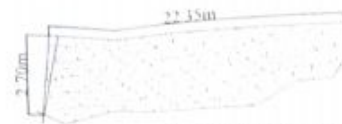
Dumping Site No.VI (Along the hrt outlet,and Shurg Tank)



Plan



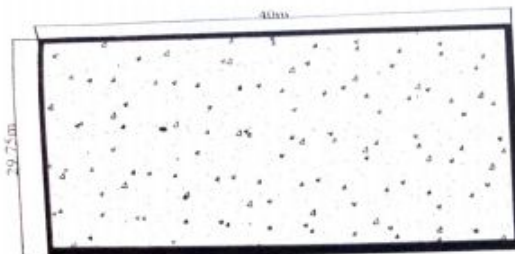
Section at X- X (L-section)



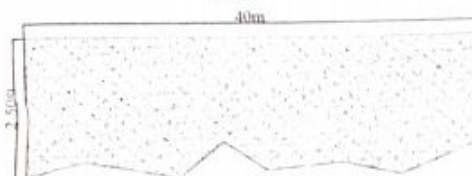
Section at Y- Y (Cross-section)

Area 40mX22.35m 894Sqm
Average height 2.70m
Capacity of Muk Dumping Site
894X2.70= 2413.80 Cum

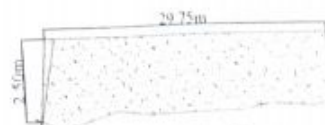
Dumping Site No.V (Along the penstock,Power House, and Switch Yard)



Plan



Section at X- X (L-section)



Section at Y- Y (Cross-section)

Area 40mX29.75m 1190Sqm
Average height 2.50m
Capacity of Muk Dumping Site
1190X2.50= 2975 Cum

PRADESH

58A

PLANTATION SCHEME UNDER RECLAMATION PLAN FOR THE DIVERSION OF 3,746.3 HAC. OF FOREST LAND FOR THE C/O GHATOR TOP SHEP (4.98MW) IN BHARMOUR FOREST DIVISION												
Total area diverted in hectares				3,746.3 Ha								
Area proposed for compensatory afforestation				In 6 Nos Dumping Sits total area in Sqm: 3336 (Total Area 0.6749 in Hectare)								
Plants to be planted per Hectare				1100								
Total number of plants to be planted				742								
Year of Execution (Tentative)				2022-23								
Species to be planted				Deodar, Kail and OBL Species								
Particulars of works	Area in Ha.	Cost Norm per Ha. for the FY 2021-22 for Plantation/Maintenance	Total Plantation / Maintenance Cost	Plants to be planted per Ha.	Total no. of plants to be planted	Nursery cost per plant	Total Nursery Cost	Total Plantation cost + Total nursery cost (Col 3+7)	Year of Execution of Works	Cost Escalation taking 10 % for each subsequent year	Escalated Cost	Total Amount (Col. 8+11)
	1	2	3	4	5	6	7	8	9		11	12
Initial cost for raising compensatory afforestation over an area of 0.6749 ha.	0.6749	98785	66669.9965	1100	742.39	28.46	21128.419	87798.4159	2022-23	10%	8780	96578
												24145
Soil & Moisture Conservation Works @ 25% of Planting Cost												
Total - A												120723
1st year maintenance	0.6749	11380	7680.362	330	222.717	28.46	6339	14019	2023-24	20%	2804	16823
2nd year maintenance	0.6749	7675	5179.8575	220	148.478	28.46	4226	9406	2024-25	30%	2822	12227
3rd year maintenance	0.6749	3975	2682.7275	110	74.239	28.46	2113	4796	2025-26	40%	1918	6714
4th year maintenance	0.6749	3975	2682.7275	110	74.239	28.46	2113	4796	2026-27	50%	2398	7193
5th year maintenance	0.6749	3975	2682.7275	110	74.239	28.46	2113	4796	2027-28	60%	2877	7673
6th year maintenance	0.6749	3975	2682.7275	110	74.239	28.46	2113	4796	2028-29	70%	3357	8152
7th year maintenance	0.6749	3975	2682.7275	110	74.239	28.46	2113	4796	2029-30	80%	3836	8632
8th year maintenance	0.6749	3975	2682.7275	110	74.239	28.46	2113	4796	2030-31	90%	4316	9112
9th year maintenance	0.6749	3975	2682.7275	110	74.239	28.46	2113	4796	2031-32	100%	4796	9591
10th year maintenance	0.6749	3975	2682.7275	110	74.239	28.46	2113	4796	2032-33	110%	5275	10071
Total-B												96188
Total - A+B												216911
Add Contingencies Charges @ 5 %												10846
Sub Total												227756
Add Departmental Charges of Supervision @ 17.5 %												39857
Grand Total												267614
TWO LAC SEVEN THOUSAND THOUSAND SIX HUNDRED FOURTEEN ONLY												

Divisional Forest Officer
Bharmour Forest Division
Bharmour (H.P.)

59

COST OF NET PRESENT VALUE (NPV)

CALCULATION OF NET PRESENT VALUE OF FOREST LAND TO BE DIVERTED UNDER FCA FOR THE C/O GHATOR TOOP SHEP (4.98MW) IN BHARMOUR FOREST RANGE OF BHARMOUR FOREST DIVISION DISTRICT CHAMBA HIMACHAL PRADESH

Classification of land being diverted into various ECO classes as per Hon'ble Supreme Court directions.
Rate revised vide GOI, MOEF Letter No.5-3/2011-FC(Vol-I) dated 06.01.2022

Rate revised vide GOI, MOEF Letter No.5-3/2011-FC(Vol-I) dated 06.01.2022

Nature of forests		Area being diverted	Classification as per Champion and Seth										Eco value class
DPF		3.7463	Himalayan Moist Temperature Fiorests										VI
Area of diverted land falling in Eco Zone VI		V	IV	III	IIA	IIB	IA	IB	IC	ID	IE	Total	Area being diverted
Trees coming in the area		29	16	5	4	1	2	0	0	0	0	57	3.7463
Total trees upto III													45
Total trees of III and above class													12
Total mature trees (nationally) after conversion of 2 trees of below IIIrd class into one mature class													34.5
Density of trees in the land to be diverted (PERCENTAGE) (34.50/3.7463)													9.21
Density class: 100/400x9.21													2.30
Calculation of NPV :													
Name of Forest	Area to be diverted		ECO Value		Density class		NPV rate applicable				Amount		
Jaroun Dhar DPF & Ghator DPF	3.7463		VI		Open Forest		1069470				4006555		
						Or say Total NPV				40,06,555			

Divisional Forest Officer
Bharmour Forest Division
Bharmour
Chamba (H.P.)

JOINT INSPECTION REPORT

We, the undersigned have jointly inspected proposed Ghator Top Small Hydel Project on dated 17/11/2021, the areas earmarked by IPP Chamba Hydro Ventures (Partnership firm), Hotel Alps, Dalhousie, District Chamba (H.P.)- 176304 for setting up of Ghator Top Hydro Project over Ghator Stream (a tributary of Ravi River) situated in Tehsil Bharmour, District Chamba, Himachal Pradesh.

The user agency presented three different Alignments / Alternate No-I, II & III of the proposed project before the Joint Inspection Committee and deliberated in detail for their consideration. The joint inspection team examined all these alternatives with a view to minimize the use of forest land and other aspects to make this project environment friendly.

Alternative-1 As per this alternate / alignment, proposed project is becoming technically feasible, environment friendly cost effective and barest minimum forestland measuring is involved which cannot be escaped. As per this alignment, approximately 1.279 kms. long approach road cum Transmission Line is to be constructed up to proposed Power House site and approximately 3.451 kms. long XLPE Underground cable Transmission Line is to be erected/ constructed up to interfacing point. The Forest land involved in the Proposal is 3.7463 ha in MohalDharPanherti, MohalUrei and MohalDharJharyu in Tehsil Bharmour. Hence, this alternate is selected.

Alternative -2 As per this alternate / alignment, power house and some other components are not coming in the safe locations due to which project is not technically feasible and project is becoming un-viable. As per this alignment, approximately 2.4kms. long approach road up to Power House site shall be constructed to transport the heavy machinery and approximated 3.88kms. long 33 KV double circuit transmission line shall be erected / constructed up to interfacing point and approximately forestland measuring 4.52 hectares is involved. Hence, this alternate is rejected.

Alternative -3 As per this alternate / alignment, power house and other components are not coming in the safe locations due to which project is not technically feasible, cost effective and becoming un-viable. As per this alignment, approximately 4.6kms. long approach road up to Power House site shall be constructed and approximate 5.4kms. long 33 KV double circuit transmission line shall be constructed up to interfacing point. The proposal involves approximately forestland measuring 4.10 hectares is involved. Hence, this alternate is rejected.

The following land is essentially required to be diverted under Forest (Conservation) Act, 1980 or to be acquired for the construction of various components of the proposed project for non-forestry purposes. Total land coming in the proposed project is as per detailed below: -

SL NO	MOHAL	KHASRA NO.	COMPONENT / DESCRIPTION	TOTAL AREA (B-B-B)	TOTAL AREA (HAC.)	AREA IN SQ. METER	AREA IN FOREST LAND (Sqm)	AREA IN PRIVATE LAND (Sqm)	CLASSIFICATION OF LAND
1	UREI	1911/3/1	Transmission Line	0-07-04	0.0291	291	291	0	CharagahBillaDrakhtan
2	UREI	1937/304/1	Transmission Line	0-06-01	0.0245	245	245	0	CharagahDrakhtan
3	UREI	375/1	Transmission Line	0-17-17	0.0722	722	722	0	CharagahDrakhtan

Chamba Hydro Ventures
Authorised Signatory


Joint Inspection Committee

61

4	UREI	1923/551/1	Transmission Line	0-16-16	0.068	680	680	0	CharagahBillaDrakhtan
5	UREI	619/1	Transmission Line	0-07-17	0.0318	318	318	0	CharagahBillaDrakhtan
6	UREI	638/1	Transmission Line	0-06-07	0.0257	257	257	0	CharagahBillaDrakhtan
7	UREI	642/1	Transmission Line	0-14-06	0.0579	579	579	0	CharagahBillaDrakhtan
8	UREI	970/1	Transmission Line	0-17-07	0.0702	702	702	0	CharagahDrakhtan
9	UREI	1087/1	Transmission Line	0-19-02	0.0773	773	773	0	CharagahDrakhtan
10	UREI	1095/1	Transmission Line	0-08-05	0.0334	334	334	0	CharagahDrakhtan
11	UREI	1673/1	Road & Transmission Line	12-03-01	0.9835	9835	9835	0	CharagahDrakhtan
12	UREI	1673/2	DUMPING SITE I	0-03-12	0.0146	146	146	0	CharagahDrakhtan
13	UREI	1673/3	DUMPING SITE II	0-02-09	0.0099	99	99	0	CharagahDrakhtan
14	UREI	1908/1	Road & Transmission Line	9-10-11	0.771	7710	7710	0	CharagahDrakhtan
15	UREI	1908/2	DUMPING SITE III	0-02-16	0.0113	113	113	0	CharagahDrakhtan
16	UREI	1909/1	Road & Transmission Line	0-03-05	0.0132	132	132	0	CharagahDrakhtan
17	UREI	1823/1	Road & Transmission Line	0-02-05	0.0091	91	91	0	CharagahBillaDrakhtan
18	UREI	1935/1854/1	Road & Transmission Line	1-06-14	0.108	1080	1080	0	CharagahDrakhtan
19	DharPanhtri	1 / 1	Weir Site	0-14-14	0.0595	595	595	0	GairMumkinNala
20	DharPanhtri	2 / 1	Tunnel	1-13-16	0.1368	1368	1368	0	Gahar Sarkar
21	DharPanhtri	2 / 2	D Tank	0-07-07	0.0297	297	297	0	Gahar Sarkar
22	DharPanhtri	2 / 3	Dumping Site IV	1-02-02	0.0894	894	894	0	Gahar Sarkar
23	DharPanhtri	2 / 4	Feeder Channel	0-01-02	0.0045	45	45	0	Gahar Sarkar

Chamaba P. & S. Ventures
Authorised Signatory


Handwritten signature

62

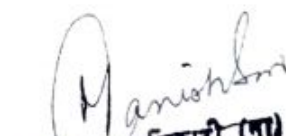
24	DharPanhetri	2 / 5	Silt Flushing	0-00-16	0.0032	32	32	0	Gahar Sarkar
25	DharJharyu	11 / 1	Power House	2-18-16	0.2379	2379	2379	0	Gahar Sarkar
26	DharJharyu	11 / 2	Dumping Site V	1-09-08	0.119	1190	1190	0	Gahar Sarkar
27	DharJharyu	11 / 3	Road	0-05-06	0.0214	214	214	0	Gahar Sarkar
28	DharJharyu	11 / 4	Switch Yard	0-14-14	0.0595	595	595	0	Gahar Sarkar
29	DharJharyu	11 / 5	Pen Stock	4-18-02	0.3970	3970	3970	0	Gahar Sarkar
30	DharJharyu	11 / 6	Dumping Site VI	1-02-02	0.0894	894	894	0	Gahar Sarkar
31	DharJharyu	11 / 7	S Tank	0-09-16	0.0397	397	397	0	Gahar Sarkar
32	DharJharyu	11 / 8	Tunnel	0-12-00	0.0486	486	486	0	Gahar Sarkar
TOTAL				46-05-16	3.7463	37463	37463	0	

Keeping in view the various aspects as per site, Joint Inspection Committee decided that Alternate /Alignment No-1, is feasible and suitable out of three different alternates. There is no other suitable non forestland available in the project area. Forest land measuring 3.7463 hectares is the barest minimum and cannot be escaped.


There is no any Burial/ Cremation Place, Public Utility, Water Bourny (Spring), Foot Path etc. which shall be affected by the construction of this proposed project. Keeping in view various aspects in mind, the Joint Inspection Committee approved the Alternate Alignment No-1. Hence, 3.7463 ha of forest land is recommended for the construction of Ghator Top Small Hydel Project.


M/s Chamba Hydro Ventures
Authorised Signatory

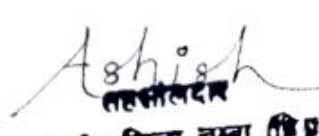

Divisional Forest Officer
Forest Division Bharmour
Distt. Chamba (H.P.)


Sub Divisional Magistrate
Bharmour, Distt. Chamba (H.P.)


Project Officer
Himurji Chamba


Chamba Hydro Ventures

Chamba Hydro Ventures
Authorised Signatory


Ashish
नगरपालिका जिला चम्बा (हि.प्र.)

No. 2791
Himachal Pradesh Forest Department

From

Divisional Forest Officer,
Wildlife Division Chamba, H.P.

To

Chamba Hydro Ventures,
Hotel Alps, Dalhousie, Chamba, H.P.

Dated Chamba, the 29-11-2021

Sub: **Eco Sensitive Zone Certificate in respect of Ghator Top (4.98 MW) in Tehsil Bharmour distt. Chamba HP regarding..**

Sir/Madam,

Please refer to your office letter no. CHV/GT/Wildlife/2021/16 dated 25/10/2021 on the subject cited above.

2. In this connection, the report was sought from Range Forest Officer, Wildlife Range Bharmour who has submitted that the nearest distance of the proposed work is at the aerial distance of 07.10 KM (approx) from the Eco-Sensitive Zone of nearest Wildlife Sanctuary i.e. Tundah.

This is for your information and necessary action.

Chamba Hydro Ventures
Authorized Signatory

Divisional Forest Officer
Wildlife Division Chamba
Ph/Fax: 01899-222639

कार्यालय ग्राम पंचायत ----- जिला -----

विकास खण्ड भरमौर जिला चम्बा (हिमाचल प्रदेश)

अध्यक्षता श्री/श्रीमति योगेश्वरी प्रधान प्रतिलिपि प्रस्ताव

दिनांक 12.8.2009

संगणपति 93/457 (1/5 पन्ना)

प्रस्ताव संख्या 5

विषय :- परिशोधन प्रस्ताव, ग्राम सभा के द्वारा निर्धारित प्रस्ताव के बारे में

यह कि ग्राम सभा में अध्यास महीदय ने प्रस्ताव रखा कि ग्राम सभा में सैलर चम्बा बाइले तैवर द्वारा लिखित रूप से पंचायत के बारे में 02 मीमांसा विद्युत परियोजना निर्माण कार्य शुरू किया जाना है कि वारे में अध्यास अन्तर्गत धराण पत्र वारे प्राप्त किया गया है। ग्राम सभा में अध्यास विषय पर सम्पूर्ण ग्राम सभा सदस्यों द्वारा गंभीरता से विचार-विमर्श किया गया कि स्वायत्त द्वारा निम्न शर्तों को प्राथमिकता रखते हुए परियोजना निर्माण प्रबंधन को अन्तर्गत धराण पत्र दिया जाये। ग्राम सभा में यह भी बत हुआ कि निम्न शर्तों को परियोजना प्रबंधन पूर्ण सन्धी करती है तो ग्राम सभा 6 मही तक अन्तर्गत धराण पत्र स्वीकृत करने को पूर्ण शक्ति रखती है। ग्राम सभा में परियोजना प्रबंधन के पक्ष में सकारात्मक लोगों के सामाजिक विकास व आर्थिक बेरोजगारी को रोकथाम दिलाने वाले, ग्राम सभा सदस्यों द्वारा निम्न शर्तें निहित की जाती हैं :-

प्रमाणित किया जाता है कि प्रतिलिपि प्रस्ताव मूलानुसार तैवर द्वारा जारी पुस्तिका अनुसार सही है तथा जिस पुस्तिका के प्रस्ताव में यह प्रतिलिपि है व पुस्तिका पंचायत कार्यालय में विद्यमान है।

Chamba H. S. Ventures
कृ० प्र० 

ग्राम पंचायत एवं विकास अधिकारी
ग्राम पंचायत
विकास खण्ड भरमौर

कार्यालय ग्राम पंचायत

विकास खण्ड भरमौर जिला चम्बा (हिमाचल प्रदेश)

प्रतिलिपि प्रस्ताव

अध्यक्षता श्री/श्रीमति :

दिनांक :

आपूर्ति :

प्रस्ताव संख्या :

विषय :- ① सर्व ग्राम गांव चबौर के शिक्षित व अशिक्षित सभी पेशेजगी के हाथमिक्ता के आधार पर परियोजना निर्माण कार्य में रोजगार दिया जाये।

② गांव चबौर में गाता अनियमित फुक कमय व फुक रोजगार का निर्माण कार्यवाजा।

③ गांव डरंड में युवक मण्डल पावन का निर्माण कार्य करवाना।

ग्राम सभा में सर्व सम्मेलन के निर्माण कार्य विद्युत परियोजना के अन्तर्गत प्राण-यत्न देने वाले प्रस्ताव अग्रिम लिखित शर्तों की मध्य नजर रखते हुए सर्व सम्मेलन से पास कर दिया गया।
उपरोक्त पास हुआ की प्रस्ताव को अतिरिक्त अग्रिम मध्यवर्ती वारे निम्न की सेवा के अन्तर्गत प्रेषित है।

④ निम्न आवासीय जिला दण्डाधिकारी मध्यय भरमौर जिला चम्बा दि० ५०।

⑤ परियोजना प्रबंधन मैसर्ज-चम्बा हाईवू बैंकर मार्फत फलस हेतु ब्रह्मजी जिला चम्बा दि० ५०।

गमनित किमा जाता है कि प्रतिलिपि प्रस्ताव मुताबिक असल लेख कार्यवाही पुस्तिका अनुसार सही है। तथा जिस पुस्तिका के प्रस्ताव में यह प्रतिलिपि है व पुस्तिका पंचायत अभिलेख में विद्यमान है।


Chamba Hydro Ventures
Authorized Signatory


ग्राम पंचायत विकास अधिकारी
विकास खण्ड भरमौर

NO OBJECTION CERTIFICATE

It is certified that M/S CHAMBA HYDRO VENTURES, HOTEL ALPAS DALHOUSIE, DISTT. CHAMBA is going to ~~be~~ establish a Small Hydel Electric Project GHATOR TOP (4.98MW) In Gram Panchyat Jagatover Ghator Khad sanctioned vide Chief Engineer, Directorate of Energy, GOHP, New Shimla-0171009 vide his office letter No.DOE/CE(Energy)/TFC-Ghator Top/2010-7072-80 dated 5-1-2012. The site has been personally inspected by the undersigned on dated 27-07-2012 and as per inspection, it is recommended that due to establishment of said Small Hydel Project Ghator Top (4.98 MW) there is no hindrance to PWD roads as well as property as per layout plan submitted by the said firm.

PLACE ; BAHRMOUR.
DATED : 4TH SEPTEMBER, 2012


Executive Engineer,
Bharmour Division,
HP.PWD Bharmour.


Chamba Hydro Ventures
Authorized Signatory

- एक पनहेरी (09) -

- सारांश -

- सारांश -

एक पनहेरी
(09)1 $\frac{1}{1}$

$14 \times 21 = 294$

00-11-14
गो. पु. गा.गो. रस्ते की कि. 12)
बाद में पूरे 14. Side
बनेगी। $\frac{1}{2}$

बाकी आंदा रस्ते

12-10-06
गो. पु. गा.2 $\frac{2}{1}$

$338 \times 2 = 676$

01-13-16
गो. ए. 0गो. रस्ते की कि. 12)
बाद में पूरे Tunnel
बनेगी। $\frac{2}{2}$

$21 \times 7 = 147$

10-07-07
गो. ए. 0गो. रस्ते की कि. 12)
बाद में पूरे D. Van
बनेगी। $\frac{2}{3}$

$21 \times 21 = 442$

01-02-02
गो. ए. 0गो. रस्ते की कि. 12)
बाद में पूरे 00. D. Sid
बनेगी। $\frac{2}{4}$

$11 \times 2 = 22$

00-01-02
गो. ए. 0गो. रस्ते की कि. 12)
बाद में पूरे Feeder
channel बनेगी। $\frac{2}{5}$

$\frac{396 \times 48}{2} = 9504$

25-15-14
गो. ए. 0

गो. $\frac{90 \times 18}{2} = 810$

10314

 $\frac{2}{6}$

बाकी आंदा रस्ते

17-08-19
गो. ए. 0

पता नष्ट

[Signature]

[Text]

[Signature]
17/7/2021
Ruthel
Bharat Chandra LtdChamba Hydro Ventures
Authorized Signatory

कीलड बंक

99

धार सारिथु (07) तहसील भरगोडा

विषय - एडिआ

संख्या संकेत	संख्या संकेत		नम्बर बसोती	हस्ताक्षर	रकबा व किताब बमोन	बसावध जायबाही	विचार
	बाबिका 2	हाल 3					
धार सारिथु (07)	11	$\frac{11}{1}$		$42 \times 28 = 1176$	02-18-16 गा० स०	मोट-सम्ब की कि बाद मंजुरी P.H. बनेगी।	
		$\frac{11}{2}$		$21 \times 28 = 588$	01-09-08 गा० स०	मोट-सम्ब की कि बाद मंजुरी ला. Side बनेगी।	
		$\frac{11}{3}$		$53 \times 2 = 106$	00-05-06 गा० स०	मोट-सम्ब की कि बाद मंजुरी अ.भु सम्ब बनेगी।	
		$\frac{11}{4}$		$14 \times 21 = 294$	00-14-14 गा० स०	मोट-सम्ब की कि बाद मंजुरी S.Y. बनेगी।	
		$\frac{11}{5}$	क	$463 \times 2 = 926$	04-18-02 गा० स०	मोट-सम्ब की कि बाद मंजुरी Pen- stock pipe बनेगी।	
			ख	$56 \times 2 = 112$			
				$462 \times 2 = 924$			
				<u>1962</u>			
	$\frac{11}{6}$			$21 \times 21 = 442$	01-02-02 गा० स०	मोट-सम्ब की कि बाद मंजुरी ला. Side बनेगी।	
	$\frac{11}{7}$			$14 \times 14 = 196$	00-09-16 गा० स०	मोट-सम्ब की कि बाद मंजुरी S.Y. TANK बनेगी।	

Ghamba Hydro Ventures
Authorised Signatory

Ghamba Hydro Ventures
Authorised Signatory

100

11/9

$$\frac{810 \times 54}{2} = 21870 \quad 125 \cdot 10 \cdot 10$$

गा० सं०

$$\text{क} \quad \frac{462 \times 54}{2} = 12474$$

$$\text{ख} \quad \frac{327 \times 27}{2} = 4415$$

$$\text{ग} \quad \frac{465 \times 30}{2} = 6945$$

$$\text{घ} \quad \frac{293 \times 27}{2} = 3956$$

$$\text{ङ} \quad \frac{42 \times 12}{2} = 252$$

$$\text{च} \quad \frac{48 \times 12}{2} = 288$$

$$\text{छ} \quad 5 \times 2 = 10$$

$$50210$$

11/10

बाकी मांदा रक्कम 1335-04-86
गा० सं०

पुनर्मापन

[Signature]

मानव संसाधन विभाग, नई दिल्ली
पंजीयन, विला चम्बा (130021)

[Signature]

17/07/2021

Kuthcel

Shor.

Ghambha Hydro Ventures

Authorised Signatory

फील्ड बुक

महल

उरई (5)

तहसील

मरवा

जिला - पंजाब

नाम	नम्बर खेत		नम्बर जमीनी	इतिहास	खाना व किसम जमीन	वस्थापन आवासी	विशेष
1	2	3	4	5	6	7	8
	1911 3	1911 3 1		144x1 = 144	13-13-13. 00-07-04 काद मन्त्री लिहम पगाह बिना दुल्ल से जे उमरि सगण रेण (Tongimission Lane) मुमिगल रनवा नमन होगी		
	-11-	1911 3 2		रनवा काद मन्त्री वदेह	13-13-13. 62-13-16 पगाह बिना दुल्ल		
	1937 304	1937 304 1		$40 \frac{(1+1)}{2} = 40$ $81 \frac{(1+1)}{2} = 81$ <u>121</u>	13-13-13. 00-06-01 काद मन्त्री लिहम पगाह दुल्ल से जे उमरि सगण रेण (Tongimission Lane) मुमिगल रनवा नमन होगी		
	-11-	1937 304 2		रनवा काद मन्त्री $\frac{125 \times 50}{2} = 3125$ (क) $\frac{73 \times 30}{2} = 1095$ (ख) $\frac{114 \times 64}{2} = 3648$ <u>7868</u>	13-13-13. 19-13-08		

Ghamba Hydro Ventures

Authorized Signatory

क्र. 50 - उ - 2-

फहल स ह

मरवा पगाह

मरवा पगाह
Rana Kothi
Chamber

102

फॉल्ट बुक

जिला

394 हा नं० (5)

तहसील

अरमौर

रकबा व किस्म जमीन

वसायल
आवपाशी

7

नाम	नम्बर	घेत	मालक	रकबा	रकबा व किस्म जमीन	वसायल आवपाशी
1	2	3	4	5	6	7
	1937 304 अवकाश	1937 304 3	2 लका वाणी मरती वडेकर		B-B-B. 109-16-11 परागाह इच्छान	
	375	375 1		$\frac{357(141)}{2} = 357$	B-B-B 00-17-17 वाड मन्जरी किलम परागाह इच्छान जे० मु० संचालन रेखा (Transmission Line) (सुमिगत रकबा समम वेगी)	
- do -	375 2			रकबा बाकि मान्य $\frac{354 \times 55}{2} = 9735$ (क) $\frac{168 \times 92}{2} = 7728$ (ख) $\frac{220(18+70)}{2} = 9680$ <u>27143</u>	B-B-B 67-17-03 परागाह इच्छान	
- 11 -	375 3		रकबा वाणी मरती वडेकर		B-B-B 55-07-00 परागाह इच्छान	
	1923 551	1923 551 1		$\frac{81(1+1)}{2} = 81$ (क) $\frac{92(1+1)}{2} = 92$ (ख) $\frac{81(1+1)}{2} = 81$ ग $\frac{77(1+1)}{2} = 77$ घ $\frac{5 \times 2}{2} = 5$ <u>336</u>	B-B-B 00-16-16 वाड मन्जरी किलम परागाह इच्छान जे० मु० संचालन रेखा (Transmission Line) (सुमिगत रकबा समम वेगी)	

लगातार - 3-

पडतल सह
समम
दिनांक 21/05/2018

R. K. Khatke
Bhar

Chamba Hydro Ventures
Authorized Signatory

- 3 -

फॉर्मड बुक

123

महल

तहसील

जिला

नाम	नम्बर खेत	हाल	इलाका	रकबा	रकबा व किस्म जमीन	वसायत आवपासी	वि. नं.
1	2	3	4	5	6	7	8
1923 551 मजदूर	1923 551 2		काकि मांदा	$85 \frac{(5+4)}{2} = 382$ (क) $\frac{92 \times 4}{2} = 184$ (ख) $82 \frac{(4+3)}{2} = 287$ (ग) $\frac{80(3+3)}{2} = 240$ <u>1093</u>	B - B - B 02 - 14 - 13 च० कि० डुछान		
- 11 -	1923 551 3		रम्बा काकि मांदा कटलुई	$42 \times 1 = 42$ (ख) $41 \times 1 = 41$ (ख) $74 \times 1 = 74$ <u>157</u>	B - B - B 95 - 06 - 11 च० कि० डुछान		
619	619 1			$42 \times 1 = 42$ (ख) $41 \times 1 = 41$ (ख) $74 \times 1 = 74$ <u>157</u>	B - B - B 00 - 07 - 17 वाट मन्डूली किस्म परिगणित रम्बा काकि मांदा से जो की संचालन रेखा (Transmission Line) भूमिगत रम्बा काकि मांदा है।		
- 11 -	619 2		रम्बा काकि मांदा	$\frac{42 \times 8}{2} = 168$	B - B - B 00 - 08 - 08 परगाह कि० डु		
- 11 -	619 3			$\frac{41 \times 9}{2} = 184$ (क) $\frac{42 \times 3}{2} = 63$ (ख) $\frac{19 \times 11}{2} = 104$ (ग) $\frac{18 \times 6}{2} = 54$ (घ) $\frac{8 \times 5}{2} = 20$ (ङ) $\frac{32 \times 3}{2} = 48$ <u>473</u>	B - B - B 01 - 03 - 13 च० कि० डु		
							रम्बा काकि मांदा

पञ्चायत सचिव ह० पू० ड०
[Signature]

Chimbor Hydro Ventures
[Signature]
Authorised Signatory

104

नम्र

उप

नं (5)

तहसिल

नं व क्रम जमीन

नम्र
आवक

नाम	नम्र खेत	
1	साधिका	हिल
2	3	
649	819	619
	मंजूर	प
	638	638
		1
-"-		638
		2
-"-		638
		3
642	642	1

रकबा का कि माना बाबू

$$70 \times 1 = 70$$

$$57 \times 1 = 57$$

$$\underline{127}$$

रकबा का कि माना

$$38(15+9) = 452$$

$$57 \times 21 = 598$$

$$\underline{1050}$$

रकबा का कि माना बाबू

$$286 \times 1 = 286$$

B - B - B
05 - 13 - 02

परगाह विला इलाका

B - B - B -

W - 06 - 07

बाद मन्जूर किमत
परगाह विला इलाका
सु. मं. (मि. लायन) रेखा
(Transmission line)

भूमिगत रकबा कापम लेगी

B - B - B

02 - 12 - 10

परगाह विला इलाका

B - B - B

04 - 19 - 03

परगाह विला

B - B - B

00 - 14 - 06

बाद मन्जूर किमत
परगाह विला इलाका
सु. मं. (मि. लायन) रेखा
(Transmission line)

भूमिगत रकबा कापम लेगी

Authorised signature

परगाह विला - 5 -

परगाह विला
भूमिगत रकबा कापम लेगी

Authorised signature
Ramesh
Bhmar

फ्रीड बुक

महल ६४२ (०५)

वर्गमाल मरमा

जिला चम्पा

सं	नम्बर घेत	रकबा	रकबा व किस्म जमीन	वसतवाल आवपाशी	विशेष
1	2	3	4	5	6
	642 मोठे	642 2	रकबा चाकि मान्द $\frac{886 \times 19}{2} = 2717$ क) $\frac{173 \times 34}{2} = 2941$ ख) $\frac{134 \times 36}{2} = 2412$ <u>8070</u>	B - B - B 02 - 03 - 10 च० वि० 50.	
-1-	642 3		रकबा चाकि मान्द/वदन्त $211 \frac{(1+1)}{2} = 211$ ग) $\frac{136 \times 1}{2} = 136$ <u>347</u>	B - B - B 00 - 02 - 04 च० वि० 50	
	970	970 1		B - B - B 00 - 17 - 07	
			वाड मन्त्री मिह चलाय ६ इच्छा न से जे ०० संचालन रेखा Transmission Line भूमिगत रकबा कायम होगी		
-1-	970 2		रकबा चाकि मान्द $170 \frac{(45+43)}{2} = 7480$ क) $\frac{108 \times 21}{2} = 1134$ ख) $\frac{91 \times 58}{2} = 2639$ ग) $\frac{210 \times 31}{2} = 3255$ घ) $\frac{125 \times 35}{2} = 2187$ <u>16695</u>	B - B - B 40 - 14 - 15 च० 50	

पुस्तकालय सं. पु. उ. - 6

Chamba Hydro Ventures

Authorized Signatory

- 6 -

फील्ड बुक

106

महल ~~उरमा~~

(05)

तहसील

उरमा

नाम	नम्बर खेत		सं. व. जमीनी	इतिहास	रकबा व किस्म जमीन	वर्ग/वर्ग आवक/आवक
1	2	3	4	5	6	7
	1087	$\frac{1087}{1}$		$382 \times 1 = 382$	B - B - B. W - 19 - 02 प्रा. मन्त्री, किल्ला परागात इलाका से फै. (मु. संयुक्त) से (Transmission Line) (भूमिगत रकबा कायम होगी)	
- 11 -	$\frac{1087}{2}$			रकबा का कि. माना $\frac{382 \times 62}{2} = 11842$ क) $\frac{114 \times 58}{2} = 3306$ ख) $\frac{208 \times 38}{2} = 3952$ ग) $\frac{195 \times 20}{2} = 1950$ <u>21050</u>	B - B - B. 52 - 12 - 10 परागात इलाका	
- 11 -	$\frac{1087}{3}$			रकबा का कि. माना परल्लू	B - B - B 191 - 09 - 08 परागात इलाका B - B - B W - 08 - 05 प्रा. मन्त्री, किल्ला परा. से जे. ए. परागात से रकबा कायम होगी Line Transmission B - B - B 06 - 04 - 11 परागात इलाका	
	1095	$\frac{1095}{1}$		$108 \times 1 = 108$ जो. 58 (1+1) = 57 <u>165</u>		
- 11 -	$\frac{1095}{2}$			प्रा. मन्त्री रकबा $\frac{108 \times 24}{2} = 1296$ क) $\frac{70 \times 18}{2} = 630$ ख) $\frac{50 \times 9}{2} = 225$ ग) $\frac{68(7+3)}{2} = 340$ <u>2491</u>		

Ramdhani Ventures
Authorized Signatory

सि. सा. पं. नं. 1095 - 7 -

Ramdhani
Bhamani

108

- 8 -

फॉल्ड बुक

महाराष्ट्र 378

(05)

तहसील मरमाह

जिल्हा

नाम	नंबर खेत		नंबर खतौनी	इस्तखराज रकबा	रकबा व किस्म जमीन	वसायत आवगाशी
1	2	3	4	5	6	7
1673 मजबूत	1673 4 मजबूत		(ग) $\frac{22 \times 5}{2} = 55$ (घ) $\frac{18 \times 10}{2} = 90$ (ङ) $\frac{10 \times 4}{2} = 20$ (च) $\frac{85 \times 17}{2} = 722$ (छ) $\frac{187 \times 14}{2} = 1309$ (ज) $\frac{136 \times 11}{2} = 748$ <u>6036</u>			
- 11 -	1673 5		रम का कोने माना केलेले		B - B - B 206 - 08 - 02 परगाह इलाका B - B - B 09 - 18 - 11 पाद मन्बूरी किस्म परगाह इलाका से गैर मुक्ति रस्ता (Road) मम गैर मुक्ति सचरा रेखा (Transmission Line) कायम होगी। B - B - B 00 - 02 - 16 पाद मन्बूरी किस्म परगाह इलाका से गैर मुक्ति - मुक्ति केने गैर (muck dumping site) कायम होगी।	
1908	1908 1		376 (10+10) = 3760 का) $\frac{14 \times 6}{2} = 42$ ख) $\frac{6 \times 3}{2} = 9$ <u>3811</u>			
	1908 2		8x7 = 56			

सम्बन्धित

Phamba Hydro Ventures
Authorized Signatory

जमादार - 9-

फील्ड बुक

महल ३१४ (०५)

तहसील

अरमोह

जिला चम्बा

संख्या	संख्या	संख्या	इस्तखराज संख्या	संख्या व विम्व नमून	संख्या संख्या
2	3	4	5	6	7
1908 मंजूर	1908 3		रकबा काकि भान्दो $122 \frac{(7+3)}{2} = 610$	B - B - B 01 - 10 - 10 परगाहा डोलान	
- " -	1908 4		$245 \frac{(7+3)}{2} = 1225$	B - B - B 03 - 01 - 05 परगाहा डोलान	
- " -	1908 5		रकबा काकि भा-९/ वेस्टहूट	B - B - B 78 - 00 - 18 परगाहा डोलान	
1909	1909 1		$13 \frac{(5+5)}{2} = 65$	B - B - B 00 - 03 - 05 काद मन्डूरी किह गोमू नाली के गोमू खडक (Reed) मय Transmission line संख्या रेखा कायम होगी।	
- " -	1909 2		$62 \frac{(9+9)}{2} = 558$ क) $52 \frac{(8+9)}{2} = 442$ ख) $32 \frac{(11+9)}{2} = 320$ 1320	B - B - B 03 - 06 - 00 गोमू नाली	
- " -	1909 3		काकि भा-९/ रम्व कटहल	B - B - B 02 - 12 - 15 गोमू नाली	

Ghamba Hydro Ventures
Authorized Signatory

Signature
Renu/Cat
Bhamban

फोल्ड बुक

150

370

गिरमौर

चाहा

1823 1823

$$\frac{18 \times 5}{2} = 45$$

B - B - B

00-09-05

किस म-हरी किल परमाणु इन्जन से
गोठे काग मय Transmission Line
कागन होगी।

37-11-15

1823
2

गोठ कागन म-हरी

1935

1854

1935

1854

$$\frac{10(12+4)}{2} = 80$$

B - B - B -

01-04-00

किस म-हरी किल परमाणु इन्जन से
गोठे काग मय Transmission Line
कागन होगी।

(3)

$$\frac{12(4+4)}{2} = 48$$

00-02-08

किस म-हरी किल परमाणु इन्जन से
गोठे काग मय Transmission Line
कागन होगी।

(4)

$$\frac{6 \times 2}{2} = 6$$

00-00-06

किस म-हरी किल परमाणु इन्जन से
गोठे काग मय Transmission Line
कागन होगी।

1935
1854
2

गोठ कागन म-हरी

B - B - B -

19-04-06

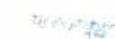
गोठ कागन म-हरी

गिरमौर

गिरमौर

Chamba Hydro Ventures
Amritsar

पैसा १००० (१००) रुपये



- प्रमाणित किया जाता है कि जो भी
प्राप्ति और शुद्धता है वही
है अथवा नहीं।

Shen

नम्र अक्षर
 दोकलत कर्मों के गुणान्तरों से न० १५)
 सगुण सूर्यगति प्रदीपित गरमों निमा-पन्ना
 (हि० २०) प्रमाण ५० कर्म प्रतिदिन





114

DIVERSION OF 3.7463 HA. OF FORESTLAND FOR CONSTRUCTION OF GHATOR TOP
SMALL HYDRO PROJECT 4.98MW IN TEHSIL BHARMOUR, DISTRICT CHAMBA (H.P.)
FILE NO. : FP/HP/HYD/156608/2022
DATE OF PROPOSAL :

CHECK LIST SERIAL NUMBER:- 31

ANNEXURE - A

1. Details regarding Transmission Lines

Sr. No.	Particulars	Remarks
1.	Voltage of Transmission Line (KV)	33kv
2	Total length of the Transmission Line	4719m (1268M through Pole and 3451M through UG Cable)
3	Length passing through forest area	4719m
4	Right of Way	15M(Pole to Pole) 1.42 M Underground Cable
	Number of Towers to be erected	14
6	Number of Towers to be erected in forest area	14(00-12-68 Hact. Forest Land)
7	Height of Transmission Towers	11 M

1. Details regarding Road / Railway Lines

Sr. No.	Particulars	Remarks
1.	Length and width of the strip and forest area required	1279 m Length x 3.85 m Width and Area- 00-49-26Ha.
2	Total length of the road	1279 m
3	Length of the road already constructed	Nil
4	Length of the road passing through forest	1279 m

Place : Bharmour
Dated :

For Chamba Hydro Ventures
Chamba Hydro Ventures
Authorised Signatory
Authorised Signatory

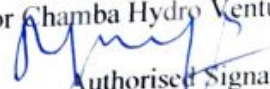
PURPOSE WISE BREAK UP OF LAND REQUIRED FOR CONSTRUCTION OF GHATOR TOP SHEP

Sr. No.	Khasra Number / Survey or Compartment Number or Km Stone.	LENGTH	BREADTH	Forest Area proposed for Diversion in (HA)	PURPOSE FOR WHICH LAND REQUIRED
1	1/1	30	19.83	00-05-95	WEIR SITE
2	2/4	18	2.50	00-00-45	FEEDER CHANNEL
3	2/2	25	11.88	00-02-97	D- TANK
4	2/5	16	2	00-00-32	SILT FLUSHING
5	2/1,11/8	701	2.645	00-18-54	TUNNEL
6	11/7	25	15.88	00-03-97	SHURGE TANK
7	11/5	1398	2.84	00-39-70	PENSTOCK
8	11/1	60	39.65	00-23-79	POWER HOUSE
9	11/4	30	19.85	00-05-95	SWITCH YARD
10	11/3	55.58	3.85	00-02-14	ROAD
11	1673/1	638.70	3.85	00-24-59	ROAD
12	1673/1	661.52	11.15	00-73-76	TRANSMISSION
13	1908/1	500.51	3.85	00-19-27	ROAD
14	1908/1	518.65	11.15	00-57-83	TRANSMISSION
15	1909/1	8.57	3.85	00-00-33	ROAD
16	1909/1	8.87	11.15	00-00-99	TRANSMISSION
17	1823/1	5.97	3.85	00-00-23	ROAD
18	1823/1	6.09	11.15	00-00-68	TRANSMISSION
19	1935/1854/1	70.12	3.85	00-02-70	ROAD
20	1935/1854/1	72.64	11.15	00-08-10	TRANSMISSION
21	1911/3/1	205	1.42	00-02-91	TRANSMISSION
22	1973/304/1	172.52	1.42	00-02-45	TRANSMISSION
23	375/1	508.4	1.42	00-07-22	TRANSMISSION
24	1923/551/1	478.87	1.42	00-06-80	TRANSMISSION
25	619/1	223.94	1.42	00-03-18	TRANSMISSION
26	638/1	181	1.42	00-02-57	TRANSMISSION
27	642/1	407.74	1.42	00-05-79	TRANSMISSION
28	970/1	494.36	1.42	00-07-02	TRANSMISSION
29	1087/1	544.36	1.42	00-07-73	TRANSMISSION
30	1095/1	235.21	1.42	00-03-34	TRANSMISSION
31	1673/2	17	10	00-01-46	DUMPING SITE-I
32	1673/3	14.2	10	00-00-99	DUMPING SITE-II
33	1908/2	19.4	10	00-01-13	DUMPING SITE -III
34	2/3	15.6	10	00-08-94	DUMPING SITE-IV
35	11/2	17	10	00-11-90	DUMPING SITE -V
36	11/6			00-08-94	DUMPING SITE -VI

Total Area

3.7463 Hect.

Place : Bharmour
dated :

For Chamba Hydro Ventures

Authorised Signatory

116

DIVERSION OF 3.7463 HA. OF FORESTLAND FOR CONSTRUCTION OF GHATOR TOP
SMALL HYDRO PROJECT 4.98 MW IN TEHSIL BHARMOUR, DISTRICT CHAMBA (H.P.)
FILE NO. : FP/HP/HYD/156608/2022
DATE OF PROPOSAL :

ANNEXURE - "E"

PROFORMA - I (See Note Below Item No. 7)-----+*

**STATEMENT SHOWING TOWER TO TOWER REQUIREMENT OF DIFFERENT KINDS OF LAND FOR 33 KV
TRANSMISSION LINE FROM POWER HOUSE TO POOLING STATION IN DISTRICT CHAMBA, HIMACHAL PRADESH**

Sr. No.	Tower no. & its type		Length in (mts) between n 2 & 3 (Total)	Length in		Name of forest land (Strip)	Width of right of way (mts)	Area to be used in		Total area to be used (9 +10)	No. of trees in forest land		Remarks
	From	To		Forest land (mts) (out of 4)	Non forest land (mts) (out of 4)			Forest Land (5 X 8)	Non forest Land (6 X 8)		Enumerat ed	To be felled	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.
1.	Switch Yard	1	70	70	-	Urei DPF	15	1050	-	1050	0	0	Right of way taken as 15 meters includes the breadth of 3.85 m proposed for the construction of road
2.	1	2	93	93	-	Urei DPF	15	1395	-	1395	2	2	
3.	2	3	92	92	-	Urei DPF	15	1380	-	1380	2	2	

Chamba District
Authorised Signature

117

DIVERSION OF 3.7463 HA. OF FORESTLAND FOR CONSTRUCTION OF GHATOR TOP
SMALL HYDRO PROJECT 4.98MW IN TEHSIL BHARMOUR, DISTRICT CHAMBA (H.P.)
FILE NO. : **FP/HP/HYD/156608/2022**
DATE OF PROPOSAL :

ANNEXURE – “C”

PROFORMA – IV ((Refer item no. 9(I) to (IV))

**STATEMENT SHOWING DETAILS OF THE ROAD TO BE CONSTRUCTED FROM PWD ROAD NEAR HPPWD ROAD TO GHATOR TOP
POWER HOUSE IN DISTRICT CHAMBA, HIMACHAL PRADESH**

Sr. No	R.D no. from	R.D no. to	Distance in Meters			Width of right of way (meter s)	Area of the road			Name of village and forest nearby	Muck debris to be produced (Total) '000 M ³ with swollen factor@45%	Muck debris to be used locally '000M ³	Muck debris to be dumped '000M ³	Remarks
			In forest land	In non forest land	Total		In forest land (sq.mt) (4 X 7)	In non forest land (sq.mt) (5 X 7)	Total (sq.mt) (4 X 7)					
1.	2	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
1.	0	100	100	NIL	100	3.85	385	NIL	385	Urei	98*45/100=44 98*44=142	56.8	85.2	40% of muck produced will be used for construction of Gabion wall(Crate). back filling of retaining/Brest walls. producing aggregates and filling up of culvert embankment etc.
2.	100	200	100	NIL	100	3.85	385	NIL	385	Urei	75*45/100=33.75 75*30.75=108.75	43.5	65.25	
3	200	300	100	NIL	100	3.85	385	NIL	385	Urei	71*45/100=31.95 71*31.95=102.95	41.18	61.77	
4	300	400	100	NIL	100	3.85	385	NIL	385	Urei	79*45/100=35.55 79*35.55=114.55	45.82	68.73	
5	400	500	100	NIL	100	3.85	385	NIL	385	Urei	76*45/100=34.2 76*34.2=110.2	44.08	66.12	
6	500	600	100	NIL	100	3.85	385	NIL	385	Urei	75*45/100=33.75 75*33.75=108.75	43.5	65.25	
7	600	700	100	NIL	100	3.85	385	NIL	385	Urei	71*45/100=32 71*32=103	41.2	61.8	
8	700	800	100	NIL	100	3.85	385	NIL	385	Urei	87*45/100=39 87*39=126	50.4	75.6	
9	800	900	100	NIL	100	3.85	385	NIL	385	Urei	78*45/100=35 78*35=113	45.2	67.8	
10	900	1000	100	NIL	100	3.85	385	NIL	385	Urei	76*45/100=34 76*34=110	44	66	
11	1000	1100	100	NIL	100	3.85	385	NIL	385	Urei	83*45/100=37.35 83*37.35=120.35	48.14	72.21	
12	1100	1200	100	NIL	100	3.85	385	NIL	385	Urei	68*45/100=30.6 68*30.6=98.6	39.44	59.16	
13	1200	1279	79	NIL	79	3.85	304	NIL	3.85	Urei	48*45/100=21.6 48*21.6=69.6	27.84	41.76	
Total												571	885.48	

118

4.	3	4	95	95	-	Urei DPF	15	1425	-	1425	4	4	Right of way taken as 15 meters includes the breadth of 3.85 m proposed for the construction of road
5.	4	5	92	92	-	Urei DPF	15	1380	-	1380	3	3	
6.	5	6	92	92	-	Urei DPF	15	1380	-	1380	2	2	
7.	6	7	85	85	-	Urei DPF	15	1275	-	1275	5	5	
8.	7	8	95	95	-	Urei DPF	15	1425	-	1425	2	2	
9.	8	9	94	94	-	Urei DPF	15	1410	-	1410	4	4	
10.	9	10	93	93	-	Urei DPF	15	1395	-	1395	2	2	
11.	10	11	90	90	-	Urei DPF	15	1350	-	1350	4	4	
12.	11	12	95	95	-	Urei DPF	15	1425	-	1425	1	1	
13.	12	13	90	90	-	Urei DPF	15	1350	-	1350	2	2	
14.	13	14	92	92	-	Urei DPF	15	1380	-	1380	3	3	
15.	14	Interface Point	3451	3451	-	Urei DPF	1.42 (Underground)	3451	-	4901	-	-	As per revenue scale the area less than 1 Karam can't be taken for acquisition so area for U/G transmission line has been taken 1Karam (1.42m)
Underground Transmission Line upto the interface point at Chirchind –II HEP Kodhla													No felling of trees involved in the laying of Transmission line in forest land

Chamba Hydm Ventures
 Authorised -atory





HIMACHAL PRADESH POWER TRANSMISSION CORPORATION LTD.

(A State Govt. Undertaking)

Regd. Office Himfed Bhawan, New ISBT Road, Panjari, Shimla-171009
Ph: 0177 2831283, 2831284 Fax: 0177 2831284
E-Mail: info@hpptcl.in gmcd@hpptcl.in
Website: www.hpptcl.in

HPPTCL/STU/Connectivity/2022 Vol-II /01-103

Dated: 01/12/2022

To,

M/s Chamba Hydro venture,
Hotel ALP Resort, P.O. & Tehsil Dalhousie,
Chamba, Himachal Pradesh-176304

**Sub: Application for grant of Connectivity for Ghator Top SHEP (4.98 MW)
Distt. Chamba (H.P.)**

Sir,

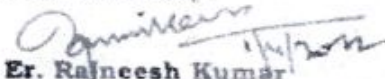
This is with reference to your letter No. CHU/2022/HPPTCL-01 dated 25.03.2022, vide which you have applied for Grant of Connectivity for Ghator Top SHEP (4.98 MW).

In this context, it is to intimate that your application is incomplete as following documents have not been submitted as per approved procedure for (Grant of Connectivity, Long-Term and Medium Intra-State Open Access and Related matters), regulations 2010.

1. Connectivity Application fee of INR 200000/-
2. Forest Clearance or documentary proof of under process forest clearance.
3. NOC from Wildlife or documentary proof of under process Wildlife clearance
4. NOC from IPH or documentary proof of under process IPH clearance
5. Copy of Joint agreement with Samwara (2.50 MW), Ghator-I (2.20 MW) and Chirchind SHEP.

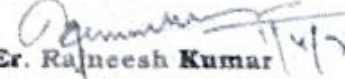
Therefore, you are requested to resubmit the connectivity application along with above mentioned documents.

Yours faithfully,


Er. Rajneesh Kumar
General Manager (C &D)
HPPTCL, Himfed Bhawan
Panjari, Shimla - 05
gmcd@hpptcl.in

Copy of above forwarded for information please: -

1. Superintending Engineer, Directorate of Energy, Shanti Bhawan, Phase-III, New Shimla, HP-171009.


Er. Rajneesh Kumar
General Manager (C &D)
HPPTCL, Himfed Bhawan
Panjari, Shimla - 05
gmcd@hpptcl.in


Authorised Signatory

(121)

DIVERSION OF 3.7463 HA. OF FORESTLAND FOR CONSTRUCTION OF GHATOR TOP
SMALL HYDRO PROJECT 4.98MW IN TEHSIL BHARMOUR, DISTRICT CHAMBA (H.P.)
FILE NO. : FP/HP/HYD/156608/2022
DATE OF PROPOSAL :

COMPONENT WISE DETAIL OF LAND REQUIRED FOR CONSTRUCTION OF GHATOR TOP SHEP

Sr. No.	COMPONENTS	LENGTH	BREADTH	Khasra Number / Survey or Compartment Number or Km Stone.	Forest Area proposed for Diversion (HA)
1	WEIR SITE	30	19.83	1/1	00-05-95
2	FEEDER CHANNEL	18	2.50	2/4	00-00-45
3	D- TANK	25	11.88	2/2	00-02-97
4	SILT FLUSHING	16	2	2/5	00-00-32
5	TUNNEL	701	2.645	2/1,11/8	00-18-54
6	SHURGE TANK	25	15.88	11/7	00-03-97
7	PENSTOCK	1398	2.84	11/5	00-39-70
8	POWER HOUSE	60	39.65	11/1	00-23-79
9	SWITCH YARD	30	19.85	11/4	00-05-95
10	ROAD	55.58	3.85	11/3	00-02-14
11	ROAD	638.70	3.85	1673/1	00-24-59
12	TRANSMISSION	661.52	11.15	1673/1	00-73-76
13	ROAD	500.51	3.85	1908/1	00-19-27
14	TRANSMISSION	518.65	11.15	1908/1	00-57-83
15	ROAD	8.57	3.85	1909/1	00-00-33
16	TRANSMISSION	8.87	11.15	1909/1	00-00-99
17	ROAD	5.97	3.85	1823/1	00-00-23
18	TRANSMISSION	6.09	11.15	1823/1	00-00-68
19	ROAD	70.12	3.85	1935/1854/1	00-02-70
20	TRANSMISSION	72.64	11.15	1935/1854/1	00-08-10
21	TRANSMISSION	205	1.42	1911/3/1	00-02-91
22	TRANSMISSION	172.52	1.42	1973/304/1	00-02-45
23	TRANSMISSION	508.4	1.42	375/1	00-07-22
24	TRANSMISSION	478.87	1.42	1923/551/1	00-06-80
26	TRANSMISSION	223.94	1.42	619/1	00-03-18
27	TRANSMISSION	181	1.42	638/1	00-02-57
28	TRANSMISSION	407.74	1.42	642/1	00-05-79
29	TRANSMISSION	494.36	1.42	970/1	00-07-02
30	TRANSMISSION	544.36	1.42	1087/1	00-07-73
26	TRANSMISSION	235.21	1.42	1095/1	00-03-34
31	DUMPING SITE-I	17	10	1673/2	00-01-46
32	DUMPING SITE-II	14.2	10	1673/3	00-00-99
33	DUMPING SITE -III	19.4	10	1908/2	00-01-13
34	DUMPING SITE-IV	15.6	10	2/3	00-08-94
35	DUMPING SITE -V	17	10	11/2	00-11-90
36	DUMPING SITE -VI			11/6	00-08-94

Total Area

3.7463 Hect.

Place : Bharmour
Dated :

For Chamba Hydro Ventures
Chamba Hydro Ventures
Authorised Signatory
Authorised Signatory

HIMURJA
(H.P. Govt. Energy Development Agency)

No. HIMURJA/SHP/Ghator Top(CHV)/2009

Dated: 21/7/09

To: M/s Chamba Hydro Venture,
Hotel Alps, P.O. Tehsil Dalhousie Distt. Chamba H.P.

Subj: Consent for exclusive, time bound right for preparation of Project Report for the Small
Hydel Project Ghator Top (2.00MW) in Distt. Chamba Himachal Pradesh.

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.	Diversion Elevation	Power House Elevation	Estimated Capacity (MW)
1	Ghator Top	Ghator	Chamba	2800	2080	2.00 ✓

1. PFR FINALISATION

The IPP shall submit a comprehensive PFR to Himurja prepared by a consultant of repute, credentials to be established in the PFR, within two months of issue of this letter. The PFR should include measurement & calculations so as to accurately establish the location of the project features, without changing allotted elevations, as well as refining the design discharge leading to a proposed Installed Capacity, which can thereafter be firmed up during DPR preparation stage.

Capacity changes in the DPR will be decided as per policy of the State Govt. as applicable from time to time.

IPP will have to deposit security, processing fee, upfront premium based on the Installed Capacity proposed in the PFR alongwith the submission of the PFR.

2. SECURITY (REFUNDABLE)

Furnishing of Security charges in the shape of Bank Guarantee or Demand draft (refundable) in favour of "DIRECTOR HIMURJA" payable at Shimla. Security charges to be taken from the bonafide Himachali/ Cooperative society/Company comprising of the bonafide Himachalis shall be in favour of Director HIMURJA payable at Shimla which shall be as follows:-

- (i) Upto 2MW Rs. 50,000/- in shape of Bank Guarantee or
Rs. 25,000/- in the shape of Demand Draft.
- (ii) Beyond 2MW upto 5 MW Rs. 75,000/- in the shape of Bank Guarantee or
Rs.35,000/- in the shape of Demand Draft.

123

In case of others, the security charges will be paid in cash or by way of demand draft @ Rs. 50,000/- per MW.

The Security charges shall be based on the capacity finalized by the IPP during PFR finalization stage and it will be paid in favour of the Director, HIMURJA.

3. PROCESSING FEE (NON-REFUNDABLE)

Furnishing of the Processing Fee (non-refundable) in favour of "Director, HIMURJA" payable at Shimla. The processing fee for Himachali, Cooperative society/Company comprising of the bonafide Himachalis shall be Rs. 25,000/- upto 2 MW and beyond 2.00 MW upto 5 MW @ Rs.25,000/- + Rs.10,000/- per MW for the capacity exceeding 2 MW. For others, the processing fee shall be Rs. 2.00 lac per Project.

If an IPP enhances the capacity of already allotted Project after Techno Economic Clearance/ signing of IA then the IPP shall be required to furnish the processing fee afresh at the rate specified above.

The processing fee shall be based on the capacity finalized by the IPP during PFR finalization stage and it will be paid in favour of the Director, HIMURJA.

4. UP-FRONT PREMIUM (NON REFUNDABLE)

Up front premium shall be charged as per Hydro Power Policy 2006 read with subsequent amendments notified from time to time.


5. The IPP or his agents shall carry out the requisite detailed investigations and techno-economic studies of the Project and shall submit a Detailed Project Report to HIMURJA within a period of 24 months from the date of issue of this consent letter. If the IPP i.e. **M/s Chamba Hydro Venture, Hotel Alps P.O. & Tehsil Dalhousie distt. Chamba H.P.** does not take effective steps to undertake Survey & investigation within a period of 6 (six) months from the date of issue of consent letter, the consent shall be automatically withdrawn after forfeiting the security charges and other applicants shall be considered for preparation of the DPR.

6. The IPP shall submit monthly discharge data and quarterly overall progress reports to Himurja on the Proforma attached at Annexure- 'A' & 'B'.

7. Following milestones shall be binding on the IPP:-

Sr. No.	Milestones	Time Period
1	Submission of Detailed Survey & Investigation Report (DSI)	Incorporating monthly discharge data of the stream by including discharges for two lean seasons (November to March) after issue of consent letter. This report shall be submitted to Himurja within 20 months of issue of letter of consent
2	Submission of Detailed Project Report (DPR) as per CEA/ CWC Guidelines	Within 24 months from the issue of consent letter. On the request of the IPP extension in time for submission of DPR will only be given upto 6 (six) months beyond 24 months after issue of consent letter for valid reasons after charging requisite fee as mentioned in the consent letter.

Page 2 of 6


Chamba Hydro Ventures
Authorised Signatory

124

	Obtain Techno-Economic Clearance(TEC) from Government/ HPSEB	The Techno-Economic Clearance (TEC) shall be accorded by HPSEB on behalf of the Government within six months from the date of receipt of the Detailed project Report. After the submission of the DPR, IPP shall attend to the observations of Government,/ Himurja// HPSEB within thirty days from the date of conveying of such observations with regard to DPR/TEC.
4	Confirmation of Interconnection Point	Two months after the DPR has been submitted to Himurja / HPSEB, the IPP shall apply to the appropriate authority (Distribution/Transmission Licensee) for finalization/confirmation of interconnection point.
5	Signing of IA	Within two month of accordance of TEC or within 30 months after issue of consent letter whichever is earlier.

The IPP shall stick to the time schedule for the investigation of the project and submission of the DPR.

8. In the event of the IPP being unable to submit the DPR within 24 months from the date of issuing this consent letter, the IPP can seek extension in time beyond 24 months for submission of DPR for valid reasons. The extension can be accorded for a period not exceeding 6 months by charging extension fee of Rs. 10,000/- per MW per month. The extension fees shall be in the name of Director, Himurja.
9. Detailed Project Report submission date shall be reckoned only after it has been found that the report is in conformity with CEA/ CWC guidelines. The reports and studies shall be prepared by reputed consultants who have experience of handling the complete task of geological & hydrological investigation, construction, erection, commissioning and operation of hydroelectric projects. Complete details of the consultants and their experience shall be included in the DPR or annexed therein.
10. HIMURJA, on the receipt of Detailed Project Report (DPR), will scrutinize the DPR from the angle of techno- economic viability of the project as well as optimum utilization of the potential. After its scrutiny the HIMURJA will forward the DPR to HPSEB for accordance of TEC. During examination of DPR HIMURJA/HPSEB may point out the defects and deficiencies affecting the techno-economic viability. IPP is expected to make good the defects promptly and if the IPP fails to remove the defects or deficiencies, as pointed out by the HIMURJA/HPSEB, within 30 days from the dispatch of the communication, the Government shall be at liberty to withdraw the consent. The Government also reserves the rights to modify, delete or add any of the conditions, criteria at its own discretion and shall be at liberty to cancel the consent at a later stage if it is found that some information has been suppressed or false information has been supplied by the IPP about the Project and the firm.
11. If the performance of this consent or of any obligation of IPP is prevented, restricted or interfered with for any reasons of; fire, explosion, epidemic, cyclone, earthquake, flood, unforeseen natural calamity, war, revolution, requirement of any Government or any sub-division, authority or representative of any such Government; or any other act whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of the party hereto; the party so affected upon giving prompt notice to other party shall be excused from such performance to the extent of such prevention, restriction of interference for the period it persists provided that the party so affected shall make its best efforts to avoid or remove causes of non- performance, if possible, and shall

Page 3 of 4

 Authorized Signatory

continue performance hereunder with the utmost dispatch whenever such causes are removed. If the force majeure such as war, civil war, insurrection, riots, revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity, earthquakes, cloudbursts, landslides and excessive snow persists for continuous period of the consent letter or more, the parties shall meet and decide about the further course of action.

12. In case the IPP does not find the Project to be feasible from techno-economic considerations or from any other aspect, the IPP shall hand over to the HIMURJA all the Project Reports and any other connected documents etc. as may have been collected and/or prepared by the IPP during the course of investigations.
13. The Government after having concluded that the Project is techno-economically viable may enter into an Implementation Agreement with the IPP within a period of 30 months from the date of issue of consent letter for the execution of project on terms and conditions in accordance with H.P. Hydro Power Policy 2006 read with various amendments in it notified from time to time.
14. The IPP shall set up its office within State of Himachal Pradesh after signing of Implementation Agreement and furnish the proof thereof.
15. This consent shall be restricted within the approved parameters or this consent letter i.e. to utilize **water Ghator Stream in elevation range between EL \pm 2800m & EL \pm 2080m on Right/Left Bank**, on which this project is envisaged unless otherwise approved by the H.P. Government. The H.P. Govt. shall be at liberty to cancel the consent if any violation on this account is discovered at a later stage.
16. The IPP shall have to obtain the following from different Departments and furnish the same at the time of submission of the Detailed Project Report or earlier:
 1. NOC from I&PH & Revenue Department- stating that the proposed Projects does not infringe with the drinking and irrigation rights of the local inhabitants and of the ownership of traditional water mills i.e. Gharats.
 2. NOC from the Gram Panchayat through Panchayat Secretary within one month's time.
 3. NOC from the Fisheries Department if the stream is in the negative list.
 4. NOC from HPPWD.
 5. NOC from Wild Life.
17. NOCs from different Departments shall be furnished in original 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.
18. The receipt of this communication and acceptance of consent conditions aforesaid will be acknowledged within one month 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.

19. 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.

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) 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 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 to 10 years). In case of capacity enhancement beyond 5 MW rates notified by government shall be applicable.

20. 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.
21. HPSEB or its successor distribution companies shall have the right to first refusal for the power generated from this project except where the IPP intends to use it for captive consumption within the State of H.P.
22. For projects upto 5 MW, HPSEB or its successor entity shall buy the power at the tariff notified from time to time by Himachal Pradesh Electricity Regulatory Commission.
23. Alongwith the acceptance letter of the consent, 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 IPP in the State".
24. Other conditions of Hydro Power Policy 2006 read with amendments to same notified from time to time shall be applicable.
25. HIMURJA/ H.P. Government shall provide necessary assistance in obtaining clearances at State level.
26. This consent letter is being issued in lieu of MOU and no separate MOU shall be signed by the government.
27. This consent letter is being issued under the orders and authorization of Deptt. of Non-Conventional Energy Sources, Govt. of Himachal Pradesh.
28. Upfront premium, security charges and processing fee are to be deposited within one month from the date of consent letter falling which the project is liable to be cancelled.
29. 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.
30. The DPR of the project is to be completed within the specified time i.e.24 months failing which project shall stand cancelled.
31. The State Government and the local right holders shall have the right over use of water for irrigation and drinking water supply


Note:

- (1) The DPR shall clearly bring out the percentage potential utilization of the site and it would be preferable if the DPR demonstrates that the proposal shall lead to more than 75 % of the potential utilization of the site in a 75% dependable year.
- (2) Capacity firmed up in the DPR shall be treated as final for according TEC and signing of IA.

In case of default of any of the time frame and/or conditions of this consent letter, the Government shall be at liberty to withdraw the consent and forfeit the security and the project can thereafter be granted to other suitable party.

Himurja and H.P. government welcome you to the fraternity of independent power producers engaged in the infrastructural development of the State and reiterates its commitment to facilitate entrepreneurs in the State for over all growth and development, and wish your project all the success.

Yours faithfully,


Director,
HIMURJA, Urja Bhawan,
Kasumpti, Shimla-171009.

Dated: - 28/7/09


Endst. No.: - NA89618 --- 960

1. Copy is forwarded to the following for information and necessary action:-

- i) Additional Chief Secretary /Principal Secretary/Secretary (Forests/ Revenue/ I&PH/ PWD / Environment & S.T. / RD & Panchayati Raj / Fisheries) to the Govt. of H.P., Shimla-2
- ii) Principal CCF (Wild Life), Himachal Pradesh.

All the Departments are requested to render necessary assistance to the IPP to prove or otherwise the feasibility and desirability of the project and formulation of the DPR. This consent be treated as Government permission to the IPP for investigating the project and obtaining various clearances for submission of DPR and possible setting up of the Small Hydro Power Project as described in the letter above.

2. Pr. Secretary (NES), to the Govt. of H.P. for information.
3. The Director (SHP) MNRE Block No.-14 CGO Complex, Lodhi Road, New Delhi-110003 for information please.
4. Deputy Commissioner, Distt. Chamba H.P.
5. The Superintending Engineer (TEC& Works) HPSEB, Block No-8A Kasumpti Shimla-9 for information and necessary action.
6. The Project Officer Himurja, Distt Chamba H.P. for information and necessary action.


Director,
HIMURJA, Urja Bhawan,
Kasumpti, Shimla-171009.


Champa Hydro Ventures
Authorized Signatory

128

HIMURJA

(H.P. Govt. Energy Development Agency)
Urja Bhawan, Kasumpti, Shimla-171 009.

No. HIMURJA/SHP-1A/Gator Top(CHV)2009 - 2744

Dated: 17 March, 2012.

To

M/S. Chamba Hydro Venture,
Hotel Alps, Dalhousie,
Distt. Chamba.

Subject: - Ghator-Top (4.98 MW) HEP in Distt. Chamba, H.P.- signing of IA & PPA thereof.
Sir,

Techno Economic Clearance in respect of Ghator Top (4.98MW) SHEP has been accorded by Directorate of Energy vide letter No DOE/CE(Energy)TEC-Ghator Top/2010-7072-80 dated 5.1.2012.

It is intimated that capacity enhancement of Ghator Top SHEP has been approved by the Govt. from 2.00MW to 4.98MW as per your DPR for which TEC has been accorded by Directorate of Energy within allotted elevations of 2735 m to 2080 m.

You are, therefore, requested to furnish the following:-

- 1) Capacity addition charges amounting to Rs.12.90 lakhs (Rs. twelve lakhs and ninty thousand)- non refundable.
- 2) Security charges amounting to Rs.2.49 lakhs (Rs. two lakh and forty nine thousand) - refundable.
- 3) Up front premium amounting to Rs.36,000/- only-non refundable.
- 4) Acceptance for 3% additional royalty.

You are also requested to submit resolution of Board of Directors on a stamp paper of Rs 5.00 only, duly attested by Public Notary, in regard to signing authority (not less than the rank of Director of the company) to sign the Implementation Agreement. The above process may be completed latest by 27.3.2012 positively and also sign the IA before 29.3.2012.

Kindly acknowledge receipt of this letter.

Yours faithfully,

Chamba Hydro Ventures

Authorised signatory

Chamba Hydro Ventures

Authorised signatory

HIMURJA, Urja Bhawan,
Kasumpti, Shimla-171 009.

273

(129)

DIRECTORATE OF ENERGY
GOVERNMENT OF HIMACHAL PRADESH
SHANTI BHAWAN, PHASE-III, SECTOR-VI, NEW SHIMLA-171009(H.P.)

OFFICE ORDER

Directorate of Energy(DOE), Government of Himachal Pradesh, is pleased to accord Techno Economic Clearance(TEC) to Ghator Top SHP(4.98 MW) on Ghator khad a tributary of Chirchind khad in Ravi basin, Distt. Chamba, Himachal Pradesh, allotted to "M/S Chamba Hydro Ventures, Hotel Alps, Dalhousie, Distt Chamba (HP)", at an estimated cost of Rs. 4051.00 lac (Rupees four thousand fifty one lac) only including Interest During Construction (IDC), Escalation, Financial Charges(FC) and LADC @ 1.00% of total project cost with the following stipulations:

- i) 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 Excise Duty, Sales Tax/VAT, Custom Duty and levy of any other taxes/duties subsequent to issue of Techno Economic Clearance.
 - c) Change in Indian law resulting in change in the cost.
 - ii) The abstract of the Estimated Cost approved by DOE, GoHP is furnished at Annex-I and the Salient Features of the scheme are at Annex-III.
2. The Techno-Economic Clearance(TEC) is subject to the fulfillment of the following conditions:
- i) Completed cost/Techno-Economic Clearance (TEC) 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 TEC.
 - iii) As proposed by the developer in the DPR, the project is viable by sale of power through Renewable Energy Certificate(REC) mechanism. The cost of the project cleared by the DOE, GoHP is indicative and shall have no binding on the regulator while fixing the tariff. The tariff of the project shall be regulated by the appropriate Electricity Regulatory Commission.
 - iv) The public issue expenses, if any, shall be reconsidered at the time of approval of completion cost based on documentary proof and in accordance with Security Exchange Board of India (SEBI) guidelines regarding regulation of public issue expenses.
 - v) Fulfillment of conditions stipulated in Central Electricity Authority (CEA)/Central Water Commission(CWC) guidelines in respect of civil works at the stage of detailed designs/execution.
 - vi) Any increase in the cost estimate due to design modifications and geological surprises would be absorbed by the Independent Power Producer (IPP) i.e. "M/S Chamba Hydro Ventures, Distt. Chamba (HP)".
 - vii) No additional cost shall be allowed due to Resettlement & Rehabilitation (R & R) Plan.
 - viii) Normal operation life of the hydro power plant shall be as per provisions of CWC/CEA guidelines or CERC/HPERC regulations.
 - ix) The statutory and administrative clearances as per Annex-II shall be obtained before execution/ implementation of the project.
 - ix) The interconnection point with the State grid and interconnection facilities at the

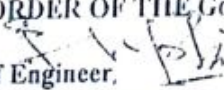
[Signature]
Chamba Hydro Ventures
Authorized Signatory

- interconnection point shall be provided, operated and maintained at the cost of the IPP.
- xi) The cost of providing and/or strengthening/addition, 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 HPSEBI Ltd., as per the regulations of HPERC read with the clarifications/decisions by HPERC and/or any other competent authority as may be finally applicable. The share of IPP on this account shall be paid by the IPP to HPSEBI/HPPTCL as per the final decision of the competent authority.
 - xii) Whereas the HPSEBI/HPPTCL shall endeavor to provide the 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.
 - xiii) The powerhouse generating equipment as well as other electrical equipment to be provided by the developer shall be compatible for parallel operation with the State grid after interfacing. The IPP shall be responsible for any loss of generation on this account.
 - xiv) O&M charges for maintenance of inter connection facilities at the interconnection sub station of HPSEBI/HPPTCL shall be paid by the IPP throughout the period, the IPP runs the project and the same shall be reviewed at the beginning of every financial year.
 - xv) For evacuation of power the IPP shall interface this project with 33 KV switchyard of Chirchind SHP by constructing 33 kV line from Ghator Top to Chirchind SHP with 0.15 sq inch "WOLF" conductor on double structure to evacuate the power from Samwara (2.50MW) and Ghator-I(2.20MW) SHPs in joint mode. The cost joint evacuation arrangement shall be shared with other IPPs on proportionate basis.
 - xvi) The project line shall be provided, operated and maintained by the IPP at his cost as per normal conditions after obtaining approval of HP Govt. under Section 68(1) of Electricity Act, 2003.
 - xvii) The above mentioned evacuation arrangements shall be subject to the HPERC approval of "Comprehensive area wise plan for augmenting and establishing of transmission/sub-transmission system for evacuation of power from small HEPs" which has already been submitted to HPERC. The Transmission/Distribution Licensee may however also evolve alternate system(s) depending on the site conditions and subsequent developments with the approval of HPERC.
 - xviii) The IPP shall develop operate and maintain the Project including the dedicated transmission system subject to compliance with the following:
 - a) Grid code and standards of grid connectivity.
 - b) Technical as well as Mechanical standards for construction of Electrical lines.
 - c) Norms of System Operation of the concerned State Load Dispatch Center (SLDC) or Regional Load Dispatch Center (RLDC).
 - d) Directions of the concerned SLDC or RLDC regarding operation of dedicated transmission line.
 - e) The IPP shall 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 SE(SLDC), HP Load Despatch Society, Totu, Shimla from compatibility point of view with existing SCADA system.
 - xix) The conditions on these lines shall have to be suitably included by the developer in the PPA etc. apart from other standard conditions.
 - xx) The observations of DOE, GoHP and replies thereof shall form an integral part of the DPR.
 - xxi) Minimum 15% release of water immediately downstream of diversion structure shall be ensured all the times including lean season as per Power Policy of HP Govt., 2006 and subsequent amendments thereof. The necessary monitoring equipment as prescribed by

Chamba Hydro Ventures
 [Signature]
 Authorized

- the Pollution Control Board for the same shall be installed by the IPP during execution of the project.
- xxvi) LADCF/ADI amount and activities shall be implemented as per Power policy of HP Govt., 2006 and subsequent amendments thereof.
- xxvii) 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-1(1)/2005-V dated 30.11.2009.
- xxviii) The TEC is based on the reports and data furnished by the IPP in the DPR and 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 which shall be ensured by the project authority/IPP.

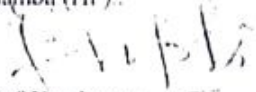
3. The project shall be completed within 30 months from the date of start of the construction work.
4. The completion cost of the scheme shall be submitted to DOE, GoHP for approval within 3 months from the Commercial Operation Date (COD) of the plant.
5. The Project Promoters/Project Authorities shall give free accessibility to the officers and staff of DOE, GoHP 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.
7. In case the time gap between the Techno-Economic Clearance of the scheme and actual start of work on the project is three years or more, a fresh Techno-Economic Clearance shall be obtained from DOE, GoHP before start of actual work.
8. The DOE, GoHP reserve the right to revoke the concurrence if the conditions stipulated above are not complied with to the satisfaction of the DOE/GoHP.

BY ORDER OF THE GoHP

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

No. DOE/CE(Energy)/TEC-Ghator Top/2010-7672-30 Dated: 5/11/2012

Copy for information and necessary action to the:

1. Principal Secretary (MPP & Power) to H.P. Govt., Shimla-171002
2. Principal 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. General Manager, HPPTCL, Borowalia House, Khalini, Shimla-171002.
6. Chief Engineer (SP), HPSEB Ltd, Vidyut Bhawan, Shimla-171004.
7. Chief Engineer(Commercial), HPSEB Ltd, Vidyut Bhawan, Shimla-171004.
8. Chief Executive Officer, Himurja, 8A-SDA Complex, Kasumpti, Shimla-171009.
9. M/S Chamba Hydro Ventures, Hotel Alps, Dalhousie, Distt Chamba (HP).


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


 Authorized Signatory

Ghator Top SHP(4.98MW) in Distt Chamba of Himachal Pradesh allotted to "M/S Chamba Hydro Ventures, Hotel Alps, Dalhousie, Distt. Chamba (HP)"

ABSTRACT OF COST ESTIMATE

Sr. No	Description of works	Amount (Rs. in lac)	
(a)			
1	Civil works i/c other Misc. Expenses	2328.76	Price Level March, 2011
2	Electro Mechanical works	1054.26	
3	Transmission works	125.00	
	Sub Total (a)	3508.02	
(b)			
1	Interest During Construction (IDC)	309.20	
2	Escalation	164.36	
3	Financial Charges(FC)	29.26	
	Sub Total (b)	502.82	
	Total (a+b)	4010.84	
(c)	LADC @ 1.00 % of (a+b)	40.11	
	GRAND TOTAL (a+b+c)	4050.95	
	Say Rs.	4051.00 lac	

(Rupees four thousand fifty one lac only)

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

Chamba Hydro Ventures
Authorized Signatory

ANNEXURE-II

Ghator Top SHP(4.98MW) in Distt Chamba of Himachal Pradesh allotted to "M/S Chamba Hydro Ventures, Hotel Alps, Dalhousie, Distt. Chamba (HP)"

LIST OF STATUTORY AND ADMINISTRATIVE CLEARANCES REQUIRED

Sr.No.	ITEM	AGENCY	REMARKS
1.	WATER AVAILABILITY	1. State Govt. 2. CWC	Interaction between State Govt. Deptt. & CWC required. Relevant Irrigation Act of the State & Central Water Commission.
2.	SEB CLEARANCE	1. SEB. 2. State Govt.	Section 44, E(S) Act, 1948 Repealed by Electricity Act 2003.
3.	POLLUTION CLEARANCE WATER AND AIR	State/Central Pollution Control Board	Water (Prevention & Control of Pollution) Act, 1974 Air (Prevention & Control Pollution) Act, 1981.
4.	FOREST CLEARANCE	1. State Govt 2. Min.of E&F G.O.I.	Coordination with State Forest Deptt./ Min. of Environ. & Forest (MOE&F) regarding Forest (Conservation) Act, 1980.
5.	ENVIRONMENT & FOREST CLEARANCE	1. State Govt 2. Min.of E&F G.O.I.	As per item (3) & (4) and Govt. Policy in force.
6.	REGISTRATION	Registrar of Companies.	Under Indian Companies Act, 1950.
7.	REHABILITATION & RESETTLEMENT OF DISPLACED FAMILIES BY LAND ACQUISITION	1. State Govt 2. Min.of E&F G.O.I.	
8.	EQUIPMENT PROCUREMENT	DGTD,CCI& E	Import & Export Acts.

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

Chamba Hydro Ventures
Authorised Signatory

SALIENT FEATURES

1. **LOCATION**
 - State Himachal Pradesh
 - District Tehri
 - Division Chamba/Bharmaur
 - Project Ghatot, Badhan, Chatran, Durghatti
 - Weir site on Ghatot Khad at EL. + 2735m and Power house on right bank at EL. + 2686 m near village Ghatot
 - 45 Km from Chamba on Chander - Baramulla State Highway upto Durghatti. Further a metalled road has been constructed upto the Chatran village at 3 km distance and another road is under construction upto the Ghatot village.
 - Nearest BG station at Pathankot (Punjab)
 - Nearest airport is at Gaggai in Kangra
 - Weir Site** **Power House Site**
 - 32° - 22' - 33" N 32° - 23' - 56" N
 - 76° - 23' - 02" E 76° - 23' - 01" E
 - 52 - D/7
 - Geographical coordinates
 - Latitude
 - Longitude
 - SOI top sheet
2. **HYDROLOGY AND CLIMATE**
 - Climate Cold
 - Location of Basin
 - Catchment area upto diversion site 12.00 sq km
 - Snow Catchment Area 7.00 sq km
 - Average Yield (MCM) 25.87 (MCM)
 - Maximum / Minimum Yield 34.99 / 16.05 (MCM)
 - Average annual rainfall 935.13 to 1154.72 mm at Chamba.
 - Design discharge 0.96 cumecs
 - Design Flood 128.00 cumecs
 - Maximum temperature 30° C
 - Minimum temperature -10° C
3. **PROJECT COMPONENTS**
 - 3.1 **DIVERSION WEIR**
 - Type Drop type Trench Weir
 - River bed level EL + 2735.00 m
 - Size 10.00 m long x 1.50 m wide
 - 3.2 **CONVEYANCE CHANNEL**
 - Type Box type
 - Size 0.80 m x 0.90 m
 - Length 45.00 m
 - Slope 1 in 150
 - 3.3 **DESILTING ARRANGEMENT**
 - Type Underground, Conventional Hopper Type
 - Size 22.00 m x 4.00 m x 1.84 m (effective)
 - Particle size to be excluded All particles down to 0.20 mm size
 - Flushing discharge 0.30 cumecs

Chamba Hydro Ventures
Authorised

AUTHORISED

Size of salt flushing pipe	600 mm dia
3.4 WATER CONDUCTOR SYSTEM (Head Race Tunnel)	
Type	D Shaped tunnel
Size	1.80m x 2.10 m
Length	545.00 m
Slope	1 in 800
Design discharge	0.96 cumecs
Velocity	1.02 m/sec.
3.5 FOREBAY	
Type	Surface
Size	17.00 m x 5.00 m x 2.00 m(effective)
FRL	EL± 2733.47 m
MDDL	EL± 2731.46 m
C/L of penstock at forebay intake	EL± 2730.00 m
3.6 PENSTOCK	
Type	Circular, Surface steel penstock
Size	One number 600 mm dia.
Thickness	Varying between 8 mm to 24 mm.
Length	1550.00 m
Velocity	4.04 m/sec.
Number of branches	Three
Size of branch penstock	450 mm dia. Each
3.7 POWER HOUSE	
Type	Surface
Location	Right bank of Ghator khad at EL± 2080m
Installed capacity	4.98 MW(3 units of 1.66 MW each)
Size of power house	36.00 m x 11.50 m x 12.50 m
Gross Head	653.47 m
Net head	625.00 m
Max. Tail water level	EL ± 2080.00 m
Min. Tail water level	EL ± 2078.50 m
Turbine(s)	
• Type	Horizontal shaft Pelton
• Number	Three
• Rated output	1729.17 kW each
Generator(s)	
• Type	Horizontal shaft Synchronous
• Number	two
• Capacity	1660 KW each
• Power factor	0.9 lag
• Rated voltage	3.3 kV
• Frequency	50 Hz.
• Overload capacity	20 %
3.8 TAIL RACE	
Type	cut and Cover channel
Size	1.20 m x 1.50 m
Length	15 m

Chamba Hydro Ventures
 Authorised Signatory

Chief Engineer,
 Directorate of Energy, GollP,
 New Shimla-171009.



हिमाचल प्रदेश HIMACHAL PRADESH

A 306264

IMPLEMENTATION AGREEMENT
FOR
GHATOR TOP HYDRO ELECTRIC PROJECT (4.98 MW)
DISTRICT CHAMBA, HIMACHAL PRADESH

THIS IMPLEMENTATION AGREEMENT executed on the 1st day of the month of August, 2014 (Two Thousand Fourteen) BETWEEN THE GOVERNMENT OF HIMACHAL PRADESH through the Special Secretary (NES), to the Government of Himachal Pradesh-cum-Chief Executive Officer, HIMURJA, having its office at Block 8-A, URJA Bhawan, SDA Complex, Kasumpti, Shimla (H.P.)-171009, (hereinafter referred to as the "First Party") which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and legal representatives of the FIRST PART;

AND

M/s Chamba Hydro Venture, a Firm/Company incorporated and registered under the provisions of Section (1) of Indian Partnership Act, 1932; having its Registered/Head Office at Hotel Alps, P.O. & Tehsil Dalhousie, District Chamba (H.P.)-176304 and office in Himachal Pradesh (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. Ranjan Kumar, Partner, who is duly authorized by the partner of the Firm vide No Nil, dated 18/08/2009, to execute this Agreement, of the OTHER PART.

Special Secretary (NES)
to the Govt. of H.P.

Chamba Hydro Ventures
Authorised signatory

M/s Chamba Hydro Venture

Partner

भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

A 306265

हिमाचल प्रदेश HIMACHAL PRADESH


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 26/07/2009 (APPENDIX "A") with the Second Party to carry out detailed investigations of the GHATOR TOP Hydro-electric Project of 2.00 MW capacity and located in District Chamba, Himachal Pradesh (hereinafter referred to as "Project") and Second Party has submitted, within the stipulated period from the date of signing of Consent Letter a Detailed Project Report (DPR); and

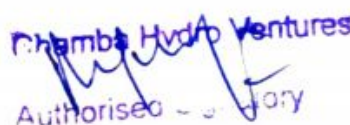
WHEREAS the Second Party has carried out necessary detailed investigations for the Project and submitted a DPR for 4.98 MW project capacity to the First Party and both the parties have satisfied themselves about the techno economic feasibility of the Project; and

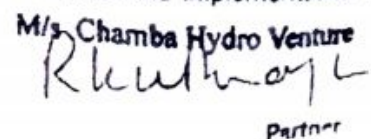
WHEREAS the competent authority has accorded Techno Economic Clearance (TEC) to the project for 4.98 MW capacity vide their letter No. DOE/CE(Energy)/TEC-Ghator Top/2010-7072-80, dated 05/01/2012; and

WHEREAS the First Party has approved change in elevations from ± 2800 M-2080 M to ± 2735 M-2080 M as per TEC and capacity enhancement from 2.00 MW to 4.98 MW, dated 05/03/2012 and the project is envisaged on Ghator Khad, a tributary of Chirchind Khad in Ravi Basin, District Chamba (H.P.); 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


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


Chamba Hydro Ventures
Authorised - J. J. Jary

M/s Chamba Hydro Venture

Partner

No 345778

2
0
1
2

Page 3 of 14

Himachal Government Judicial Paper

NOW THEREFORE THE PARTIES DO HEREBY AGREE AND AFFIRM HEREUNDER 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 contained;
- (b) "concession period" shall mean the duration for which the First Party allows the Second Party to build, own and operate the Project;
- (c) "commercial operation date" (COD) shall mean the date on which Second Party synchronizes the First unit of the Project with the grid;
- (d) "construction schedule" means the schedule of construction attached as "APPENDIX-B";
- (e) "contractor" means any person, firm or body corporate engaged by the Second Party for the implementation of the Project;
- (f) "deliverable energy" shall mean the electrical energy generated by the project, as measured at the interconnection point;
- (g) "effective date" means the date on which this agreement is signed by the parties hereto;
- (h) "energy/power" shall mean the electrical energy/power in Kwh/MW;
- (i) "force majeure" shall have the meaning as described thereto in Clause 15.2 hereunder;
- (j) "implementation of project" shall mean an act to establish, own, operate and maintain the Project;
- (k) "HIMURJA" means the Himachal Pradesh Energy Development Agency;
- (l) "Inter-connection Point" shall mean the physical touch point(s) where the Project shall be interfaced with switchyard of CHIRCHIND SHP by constructing 33 kV line from GHATOR TOP to CHIRCHIND SHP with 0.15 sq. inch. "WOLF" conductor on double structure to evacuate the power from SAMWARA (2.50 MW) and GHATOR-I (2.20 MW) SHPs in joint mode. The cost of the joint evacuation arrangement shall be shared with other IPPs on proportionate basis, subject to the approval of HPERC, as per Clause-XIV & XVI of TEC
- (m) "month" shall mean the English Calendar month.

Special Secretary (S.S.)

Chamba Hydro Ventures
Authorised Signatory

M/s Chamba Hydro Ventures

[Signature]

N^o 345/2012
Himachal Government Judicial Paper

- (m) "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;
- (n) "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;
- (o) "Power Purchase/Wheeling Agreement(s)" shall mean the agreement(s) to be signed between the Second Party and HPPTCL/concerned party (ies) as per Clauses 12.3 & 12.4 hereunder;
- (p) "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;
- (q) "project cost" shall mean the actual capital expenditure on the Project incurred upto the completion of the Project including all costs incurred by the Second Party in complying with the terms of this Agreement, unless mentioned otherwise, but not exceeding the approved Project cost in the DPR as per techno economic clearance accorded by the competent authority, as the case may be. Where the actual expenditure exceeds the approved Project cost, the excess expenditure as approved by the Competent Authority shall be deemed to be part of the actual capital expenditure;
- (r) "scheduled commercial operation date" shall mean the date by which the Second Party shall have synchronized the first unit of the Project with the Grid as per the Construction Schedule;
- (s) "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;
- (t) "State" shall mean the State of Himachal Pradesh;
- (u) "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
- (v) "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

Chamba Hydro Ventures Ltd. whereas the Second Party has furnished security charges (EMD) by way of a Demand Draft bearing No. 247080, dated 05/07/2012, amounting to ₹ 2.49 Lac (Rupees Two Lac Forty Nine Thousand Only) @ ₹ 50,000/- per MW (refundable) in favour of Director, HIMURJA, payable at Shimla, based on capacity in MW as per approved TEC. 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 the date of commissioning.

Authorised Signatory
M/s. Chamba Hydro Ventures

4. GRANT OF PROJECT CONCESSION BY STATE GOVERNMENT

4.1 The First Party agrees to permit the Second Party, for the project GHATOR TOP (4.98 MW) capacity, to establish, own, operate and maintain the Project for a period of 40 (forty) years and the date shall be reckoned after thirty six (36) months from the date of the signing of the Implementation Agreement or from the date till which extension in SCOD is granted by the First Party. After the expiry of the Implementation Agreement period of 40 (forty) years, the project shall revert to the First Party free of cost and free from all encumbrances. However, the First Party would have the option to grant a further extension for a period mutually agreed upon between the First Party and the Second Party after re-negotiations of terms and conditions of the already signed Agreement.

4.2 The Project assets would be maintained by the Second Party in a condition that would ensure a residual life of the project at the rated capacity for at least concession period. During the 10th, 20th, 30th & 35th years of operations, the First Party or one of its appointed agencies would carry out a mandatory inspection of the Project site to ensure that the Project assets are maintained to the required standards to ensure the specified generation capability and residual life of the plant.

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

5. STARTING DATE OF PROJECT.

5.1 Within six months from the effective date of signing of this agreement, the Second Party shall start the construction of the Project after meeting the following major requirements, namely:-

- a) Obtaining non-statutory/statutory clearances listed below:-
 - (i) NOCs from PWD, I&PH, Wild Life, Fisheries and Revenue not required. Clearances and compliance of norms and conditions shall be ensured by the developer before and during execution.
 - i) Forest Land Clearance
 - ii) Private Land Transfer (Permission under Section 118)
 - iii) PCB
 - iv) Essentiality Certificate. Above mentioned NOCs/clearances shall not be required for issuing EC. EC should be only for maximum quantum of land required for the purpose at project site without mentioning Khasra Number because actual forest land and lease land at site will be decided by forest and Revenue Departments based on ceiling under EC.

Ghamba Hydro Ventures
Authorized Signatory

Effective consultation with Gram Panchayat (s) and their objections and suggestion shall be heard and decided by the SDM by way of a reasoned speaking order. Aggrieved parties have right to appeal before Deputy Commissioner (DC) and thereafter Pr Secretary (power), to the GORP.

ci Finalize Power Purchase/wheeling Agreement(s).

ci Such other clearances as may be specified by the First Party subsequent to the signing of this Agreement.

Ghamba Hydro Ventures

... and contractors will be incentivized. Delay in start of actual physical work shall be charged at lower rate initially, with increasing rate of greater delays.

- (a) Extension charges for start of work shall be ₹ 10,000/- per month per MW.
- (b) Extension charges for delay in completion after start of work shall be @ ₹ 1000/- per MW for first month doubling in successive months subject to maximum of ₹ 10,000/- i.e. 1st month ₹ 1,000/-, 2nd month ₹ 2,000/-, 3rd month ₹ 4,000/- & 5th month ₹ 10,000/-. This part of charges will be payable upfront or with interest, at project borrowing rates, after commissioning.

Provided further that if project is completed within the normal time line of completion, charges paid for any extensions in the interim shall be refunded.

- 5.2 HIMURJA shall monitor the progress of the Project periodically and shall also monitor the progress of steps taken being taken by the Second Party for obtaining the statutory/non-statutory clearances mentioned in Clause 5.1 above and commence the construction work within the time frame specified in Clause 5.1 above. At the end of each quarter, the Second Party shall be required to submit quarterly progress report to the First Party. The first party will be at liberty to cancel the Implementation Agreement (IA), after affording due opportunity to the Second Party, in case the First Party is not satisfied about the progress made by the Second Party.

6. CAPACITY ADDITION

- 6.1 If the Second Party enhances the capacity of the project at any stage then prior approval of the First Party will be mandatory for enhanced capacity and the Second Party shall be required to furnish the capacity addition charges or up-front premium as applicable at the rates notified by the H.P. Government from time to time.
- 6.2 Second Party shall have to deposit processing fee afresh and deposit security charges for signing of Supplementary Implementation Agreement (SIA) on account of enhanced capacity at the rates applicable at the time of signing of SIA.

7. TERMINATION OF AGREEMENT

- 7.1 In the event of stoppage of construction on the main Project components by the Second Party for a period of more than three months for reasons not covered under force majeure and for reasons attributable to the Second Party, the First Party shall, after giving due opportunity to the Second Party, have the right to terminate this Agreement. In such event, the Performance Guarantee, furnished by the Second Party in the shape of Demand Draft as per Clause 3 of the agreement, shall stand forfeited and the Site shall revert to and shall vest in the First Party without any compensation. Notwithstanding any vestment in the First Party under this clause, the Second Party shall be liable to pay all the dues owed to the First Party by the Second Party in pursuance to this agreement.

M/s Chamba Hydro Ventures
Rahul Math
Partner

[Signature]
Special Secretary (NES)

[Signature]
Chamba Hydro Ventures
Authorised Signatory

- 7.2 During the operation of the Project, the Second Party shall ensure free energy to the First Party as per Clauses 12.1 & 19.2 hereafter. In the event of the Second Party (i) not being able to provide free power as per Clauses 12.1 & 19.2 to the First Party for reasons other than transmission failure, or (ii) abandons the Project, the First Party shall have the right to terminate this agreement after serving a notice to the Second Party

8. LAND

- 8.1 The First Party shall acquire, at the request and expense of the Second Party within the provisions of Land Acquisition Act, 1894, such private lands within the State of Himachal Pradesh as may be required by the Second Party and as considered appropriate by the First Party for the implementation of the Project. The Second Party shall also be allowed to acquire such land through direct negotiations with the owners in accordance with the prevailing laws, rules and regulations in the State.
- 8.2 Land whether private or Government except for permanent structures relating to the Project such as water conductor system, power houses building, switchyard area etc. shall be taken only on lease basis at the rates approved by the Government for the agreement period. The First Party shall acquire the land for the permanent structures by invoking the compulsory provisions under the Land Acquisition Act, 1894 in order to expedite the execution of Projects.
- 8.3 The First Party shall arrange for the short term lease for a period as per the actual requirement not exceeding five years, of Government land required by the Second Party for temporary works for the construction of the Project as considered appropriate by the First Party on such terms, conditions and rates as may be prescribed/fixd by the Government from time to time.
- 8.4 Lease and Lease money to be regulated as per lease Rules of the State Government as notified from time to time
- 8.5 Private Land of any person/farmers are acquired for the purpose of setting up of power project(s) in the state and concerned beneficiaries claim/opt for exchange of Govt. land instead of money compensation and if the exchange of Govt. land is approved by the First Party on availability of land, the cost of Govt. land will be paid/recovered from the Second Party/executive agency of the project.

9. PROTECTION OF ENVIRONMENT

- 9.1 The Second Party shall make suitable financial provisions in the Project Cost for the Catchment Area Treatment Plans, if required and as may be determined by the GOI, MOEF/State Government. The cost involved on this account shall be paid by the Second Party to the First Party
- 9.2 The Second Party shall be responsible to maintain ecological balance by preventing deforestation, water pollution and defacement of natural landscape in the vicinity of works area. The Second Party shall take all reasonable measures to prevent any unnecessary destruction, scarring or defacement of the natural surroundings in the vicinity of the Project.
- 9.3 The Second Party shall give an undertaking to the Fisheries Department of the local area that wherever feasible, rearing of fish shall be promoted by the Second Party in consultation with Fisheries Department in the project area at the time of final implementation of the Project. No charges for projects upto 2.00 MW and for project above 2.00 MW upto 5.00 MW, the Fisheries Department will charge compensation @ ₹ 0.50 Lac per MW. Where any development/conservation projects of Fisheries Department are impacted, separate charges as per Fisheries

Phamba Hydro Ventures
Authorised Signatory

148

10 345758

0
1
2

Himachal Government Judicial Paper

94 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

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

96 The Second Party, if ROR Project, shall ensure minimum flow of 15% water immediately downstream of the diversion structure of the Project throughout the year. For the purpose of determination of minimum discharge, the threshold value of not less than 15% of the minimum inflow observed in the lean seasons shall be considered. This minimum discharge is required keeping in mind the serious concerns of the State Government on account of its fragile ecology & environment and also to address issues concerning riparian rights drinking water, health aquatic life, wild life, fisheries, silt and even to honour the sensitive religious issues like cremation and other religious rites etc on the river banks

97 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.

98 The First Party shall have the right for withdrawal of water from the river course for consumptive use by pumping or by gravity for the purpose of potable water supply and irrigation to the affected villagers.

10. REHABILITATION/ RESETTLEMENT:-

The Second Party shall prepare Rehabilitation and Resettlement Plan as per model R&R plan annexed to this agreement for people residing at site as on the effective date and likely to be adversely affected or displaced due to construction of the Project

11. EMPLOYMENT TO HIMACHALIS

The Second Party shall ensure to employ at least seventy percent of its total manpower, employed whether on regular /contractual/ Sub contractual/ daily basis or employment through any other mode from amongst the bonafide Himachalis at all levels in 'A', 'B', & 'C', category of Blocks respectively. The employment condition shall not be applicable to Projects employing only one employee, located anywhere in the State and in the self employed ventures where the owner is running the unit without employing any manpower. In case of violation of this condition at any point of time during the period of construction of the project and during operation & maintenance of the project, the Second Party shall be penalized and the Second Party shall be liable for further stringent action, including refusal of accepting supply by HPSEB Ltd /any other licensee from the commissioned projects

Chamba Hydro Ventures
Authorised Signatory

Labour Department will monitor the employment position at site as per the provision of Industrial Act. Any violation noticed by Labour Department or HIMURJA will be communicated to the Second Party for rectification. If the Second Party fails to rectify the same within three months penalty @ ₹ 1000/- per MW for each percentage of shortfalls of violation shall have to be paid by the Second Party. If the violation is repeated for 6 months the penalty amount shall be doubled.

M/s Chamba Hydro Ventures

9.4 The Second Party shall ensure that the material excavated from the site shall be dumped in the area duly approved by the Ministry of Environment & Forests, the Government of India/State Pollution Control Board

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

9.6 The Second Party, if ROR Project, shall ensure minimum flow of 15% water immediately downstream of the diversion structure of the Project throughout the year. For the purpose of determination of minimum discharge, the threshold value of not less than 15% of the minimum inflow observed in the lean seasons shall be considered. This minimum discharge is required keeping in mind the serious concerns of the State Government on account of its fragile ecology & environment and also to address issues concerning riparian rights drinking water, health aquatic life, wild life, fisheries, silt and even to honour the sensitive religious issues like cremation and other religious rites etc. on the river banks".

9.7 The Second Party shall ensure that the water requirement for construction of the Project including domestic needs for its residential colonies be arranged and harnessed by them from the river sources only and the local sources of water supply shall not be disturbed.

9.8 The First Party shall have the right for withdrawal of water from the river course for consumptive use by pumping or by gravity for the purpose of potable water supply and irrigation to the affected villagers.

10. REHABILITATION/ RESETTLEMENT:-

The Second Party shall prepare Rehabilitation and Resettlement Plan as per model R&R plan annexed to this agreement for people residing at site as on the effective date and likely to be adversely affected or displaced due to construction of the Project.

11. EMPLOYMENT TO HIMACHALIS

The Second Party shall ensure to employ at least seventy percent of its total manpower, employed whether on regular /contractual/ Sub contractual/ daily basis or employment through any other mode from amongst the bonafide Himachalis at all levels in 'A' 'B, & 'C' category of Blocks respectively. The employment condition shall not be applicable to Projects employing only one employee, located anywhere in the State and in the self employed ventures where the owner is running the unit without employing any manpower. In case of violation of this condition at any point of time during the period of construction of the project and during operation & maintenance of the project, the Second Party shall be penalized and the Second Party shall be liable for further stringent action, including refusal of accepting supply by HPSEB Ltd /any other licensee from the commissioned projects

Chamba Hydro Ventures

Authorized Signatory

Labour Department will monitor the employment position at site as per the provision of Industrial Act. Any violation noticed by Labour Department or Him. URJA will be communicated to the Second Party for rectification. If the Second Party fails to rectify the same within three months the penalty @ ₹ 1000/- per MW for each percentage of shortfalls of violation shall have to be paid by the Second Party. If the violation is repeated for 6 months the penalty amount shall be doubled.

M/s Chamba Hydro Ventures

Nº 345758

0
1
2

Himachal Government Judicial Paper

The Second Party shall be required to provide mandatory employment related information to the Labour Department of the Himachal Pradesh Government as well as concerned HIMURJA's Project Officer on the lines of instructions issued by the First Party in this regard within one month of signing of the IA and thereafter on monthly basis

12. FREE POWER TO GOVERNMENT

12.1 Projects above 2.00 MW & upto 5.00 MW capacity:-

- i) Royalty on water usage in respect of sale of power within the State (captive use or sale to HPSEB Ltd.), will be @ 6% in the shape of free power (energy) to the State from GHATOR TOP (4.98 MW) SHEP for a period of 12 years reckoned after thirty six (36) months from the date of signing of IA of the Project or from the date till which extension in SCOD is granted by the First Party. Beyond 12 years, royalty shall be @ 15% for next 18 years and beyond that @ 24% upto the date of taking over of the project by First Party referred to in Clause 4.1 of this agreement.
- ii) If Second Party makes captive use of Power outside the State or make third party sale, the above rates of royalty shall be 12%, 15% and 24% respectively reckoned after thirty six (36) months from the date of signing of IA of the Project or from the date till which extension in SCOD is granted by the First Party.

12.2 Royalty rates for capacity addition

Continuation of 2006 policy i.e. for project upto 5 MW, capacity will be as determined at Feasibility Report (F.R.) approval and TC and no additional free power will be payable. Normal Upfront premium @ ₹ 90,000/- per MW on total capacity is payable.

If any project where the allotted capacity is upto 5.00 MW and after capacity addition by way of optimization, it gets shifted to above 5.00 MW category, 3% Additional Free Power shall be levied over & above the rates of Normal Free Power Royalty as per the Policy applicable to Projects above 5.00 MW category at the time of approval of capacity enhancements.

- 12.3 Wheeling charges required to be paid for power to be transmitted within and outside the State shall be determined as per policy of HPSEB Limited/SERC/HPPTCL at that time. Commission will rationalize wheeling tariff to make it equitable so as to provide level playing field to all generators across the State.

- 12.4 The balance energy, after adjustment of free energy, may be used/sold by the Second Party in the following manner:-

- (a) Free energy shall be made available by the Second Party at the interconnection point to the HPSEBL, wherein HPSEBL will buy power from SHPs upto 2.00 MW, if the developer so choose, provided that free power to the State is as so as per 2006 Policy and the metering shall be done at this point. For SHPs above 2.00 MW upto 5.00 MW, HPSEBL will formulate an objective, prudent and transparent power purchase policy keeping in view load centre evacuation cost, line losses, hydrology etc.

Solid tap connectivity at the nearest or 11 KV or 22 KV line upto 2 MW capacity generation capacity will be allowed with appropriate protection.

To ease liquidity, Commission will determine two sets of levelized tariff i.e. one for first 5 or 10 years, which may be higher and 2nd set for balance period.

No wheeling transmission charges shall be payable for free energy from the interconnection station to the interconnection point.

Chamba Hydro Ventures

Authorised Signatory

M/s Chamba Hydro Ventures
12, 13, 14, 15

- (b) Make captive use or negotiate Third Party sale within the State or evacuate power for captive use or sale outside the State. The wheeling or transmission charges in this regard will be set by the HPERC based on petitions by the parties.

13 OBLIGATIONS OF THE PARTIES

Obligations of the Second Party.

- 13.1 Subject to availability, security, and operational factors being met, the Second Party shall permit free use by the First Party and the general public of all service roads constructed and maintained by it for the project. The Second Party shall bear the cost of any of the existing roads required to be improved/ widened for the construction of the project and also bear the incremental maintenance cost.
- 13.2 The Second Party shall undertake the implementation of the Project, keeping in view all stipulated quality control and as well as safety standards and the physical as well as financial parameters of the approved DPR. The Private Investor shall allow access to the authorized representative(s) of the Himachal Pradesh Government/HPSEB Ltd./HIMURJA/any other Agency authorized by Himachal Pradesh Government to all location of the Project to ensure compliance in this regard.
- 13.3 The Second Party shall ensure that the execution, operation and maintenance of the Project is generally in accordance with the DPR approved by the HPSEB Ltd./First Party. The First Party shall ensure that the Planning/Design/Construction of any other Hydro-electric Project upstream/downstream of the Project shall not affect the annual energy generation at the Project adversely. The Second Party shall also have no claim on account of development of any upstream and downstream Project in future, which may be constructed with the approval of the First Party unless such development adversely affects the scope of the Project.
- 13.4 The Second Party shall be fully responsible for any damage or loss arising out of the construction, operation or maintenance of the Project to any property or person and also undertake to indemnify the First Party on such account subject to force majeure. The First Party shall then hold the Second Party accountable for any such damage or loss.
- 13.5 The Second Party shall pay all taxes and duties or other levies etc. to the Government of India/Himachal Pradesh Government as per statutory rules in force from time to time.
- 13.6 The Second Party shall abide by the provisions contained in the Hydro Power Policy of the Government of Himachal Pradesh.

Obligations of the First Party:-

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

14 POWER EVACUATION

Chamba Hydro Ventures

Authorised Signatory

Evacuation of power from the Project upto the HPSEB Ltd./HPPTCL/ Regional Gnd Sub-station as provided in the TEC shall be the responsibility of the Second Party and shall be a part of the Project

M/s Chamba Hydro Ventures

Partner

Partner

147

Nº 645761 ⁰/₂ Himachal Government Judicial Paper

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, 7.1 and 7.2 above, the Second Party shall not be liable for the forfeiture of its Performance Guarantee or termination for default, if the non-performance or the delay in the discharge of its obligations under this agreement is the result of an event of force majeure.

15.2 For the purpose of this agreement, "Force Majeure" shall mean an event which is unforeseeable, beyond the control of the Second Party and not involving the Second Party's fault or negligence. Such events may include war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity, earthquakes, cloudbursts, landslides and excessive snow.

15.3 If a Force Majeure situation arises, the Second Party shall promptly intimate the same to the First Party in writing. The Second Party shall continue to perform its obligations under the agreement, as far as is reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the force majeure event.

16. ARBITRATION:-

Any difference and/or disputes arising at any time between the parties out of this IA or interpretation thereof shall be endeavored to be resolved by the parties hereto by mutual negotiations, failing which the matter shall be referred to the Arbitrator to be appointed as per the provisions of the Arbitration & Conciliation Act, 1996. However, all disputes shall be settled within the jurisdiction of Courts of Himachal Pradesh.

17. TRANSFER OF PROJECT TO SUBSIDIARY GENERATING COMPANY

17.1 In case of bonafide Himachalis/Co-operative Societies/Companies/Voluntary Societies/Trusts/Partnership concerns/Sole Proprietorship concerns comprising wholly of bonafide Himachalis to whom project upto 2.00 MW and above 2.00 MW upto 5.00 MW capacity is allotted, the Government may consider the request of the promoters to transfer ownership wholly or partially to any other Himachalis/Co-operative Societies/companies/Voluntary Societies/Trusts/Partnership concerns/Sole Proprietorship concerns comprising wholly of bonafide Himachalis, at any stage after allotment.

17.2 In case of bonafide Himachalis to whom Projects above 2.00 MW upto 5.00 MW capacity are allotted, the First Party may consider the request of promoters to sell 49% equity shares to Non-Himachalis at any stage after allotment of a project. However, transfer/dilution of shares by Himachalis allottee to Non-Himachalis will be subject to the condition that the original allottee shall retain the controlling interest i.e. 51% equity in the new entity upto six months after actual commissioning of project. In the event of any contravention, the First Party shall terminate the IA forthwith at any stage.

Chamba Hydro Ventures
Authorised Signatory

M/s Chamba Hydro Ventures
[Signature]

18. MISCELLANEOUS

18.1 Save as provided aforesaid none of the parties hereto shall assign their respective rights and obligations under this agreement without the prior consent in writing of the other party to the agreement.

18.2 Each party agrees that it shall not divulge any trade, commercial or technical secrets or confidential matters of one another to any third party save for the purpose of Implementation of the Project.

18.3 The Second Party agrees to have its corporate/business office within the State of Himachal Pradesh.

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

19.1 Prior to Commissioning of the Project

19.1.1 The Second Party shall contribute a minimum of 1.5% of final cost of the Project for projects of more than 5.00 MW capacity and a minimum of 1% for projects of capacity upto 5.00 MW. While the project authorities have to contribute minimum of 1.5% or 1% (as the case may be) of the project cost to LADF, they may contribute more, if they so desire. Initially, the LADF will be worked out on the basis of the Project cost as per DPR for depositing with the concerned Deputy Commissioner (DC). After completion of the Project, the LADF will be worked out on the final completion cost.

19.1.2 The Project cost will be as approved by CEA/State Govt. and include IDC, CAT, R&R expenses etc.. Escalation will be included when the revised TEC is given. As the entire cost is included in calculating tariff for PPAs as per regulatory guidelines, it would be appropriate to follow the same guidelines for calculating the LADF contribution. Therefore, the total cost as per TEC will be taken as basis for calculating LADF contribution. It would be adjusted as and when TEC is revised in the course of project construction/completion.

19.1.3 The balance amount of LADF worked out on final cost shall be deposited by the Second Party within one year of Commercial Operation Date (COD) of the Project.

19.2 After Commissioning of the Project

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

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

M/s Chamba Hydro Venture

R. K. Mohan
Partner

Chamba Hydro Ventures

Authorized Signatory

Nº 345/2013

Himachal Government Judicial Paper

19.3 REALIZATION OF LADF CONTRIBUTION

19.3.1 Prior to Commissioning of the Project

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

- 10% amount within three months of signing of Implementation Agreement (IA)
- 15% amount within 18 months of signing of IA
- Balance 75% amount in three equal annual instalments during construction period of the project. The first instalment will be paid within three months of Zero date as given in the IA or 31st December, whichever is later and thereafter by 31st December on annual basis

19.3.2 If Second Party wishes to make a contribution in advance of this schedule, it will be accepted

19.3.3 In case of failure to adhere to the time lines as prescribed under a), b) and c) above, the Second Party shall be liable to pay interest on the due amount of LADF @ 12% per annum

19.4 After Commissioning of the Project

The 1% free power contribution to LADF shall be sold by the State Government along with its share of free power. The amount equivalent to average net realization per unit multiplied by the number of units for which 1% is to be paid will be placed at the disposal of LADC annually. The average price per unit will be worked out on the basis of net proceeds of total free power sale by GOHP divided by the total number of units involved, after allowing 1 paisa per unit to be retained by the State government as the expenses of Directorate of Energy. The provision for disbursement of the amount to be received against sale of 1% Additional Free Power on account of Local Area Development Fund (LADF) as under:-

- 50% of the total amount of LADF to be divided to all families in PAA equally subject to BPL families getting higher amount as per the policy notified on 05/10/2011
- Balance 50% of the total amount of LADF to be divided between the families in ratio of the land acquired in their respective Panchayat subject to BPL families getting higher amount as per the policy notified on 05/10/2011.

20 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

Pr. Secretary (NES), GOHP,
Himachal Pradesh Secretariat,
Shimla (H.P.)-171002

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

FAX NO. 0177-2622635

For Second Party

M/s Chamba Hydro Ventures,
Hottel ALPS, Dahouse,
District Chamba (H.P.)-176304

Chamba Hydro Ventures
Authorised Signatory

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

Himachal Government Judicial Paper

GOVERNING LAWS

The parties to this agreement shall be governed by the laws of India and shall be subject to the jurisdiction of the courts of India.

The parties to this agreement shall be governed by the laws of India and shall be subject to the jurisdiction of the courts of India.

The parties to this agreement shall be governed by the laws of India and shall be subject to the jurisdiction of the courts of India.

The parties to this agreement shall be governed by the laws of India and shall be subject to the jurisdiction of the courts of India.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THESE PRESENTS TO BE SIGNED AND DELIVERED BY THEIR AUTHORIZED REPRESENTATIVES ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN

For and on behalf of

Government of Himachal Pradesh

(BHANU PRATAP SINGH)
Special Secretary (NES)
to the Govt. of H.P.
Janta Ch. HIMACHAL
Shimla-171004

M/s Chamba Hydro Ventures
M/s Chamba Hydro Ventures

(RAJAN KUMAR)
Partner

WITNESSED BY

WITNESSED BY

Chamba Hydro Ventures

Authorised Signatory



हिमाचल प्रदेश HIMACHAL PRADESH

D 151184

SUPPLEMENTARY IMPLEMENTATION AGREEMENT
FOR
GHATOR TOP SMALLHYDRO-ELECTRIC PROJECT (4.98 MW)

This Agreement executed on 1st day of the month of February in the year Two Thousand and Twenty One, 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 "First. Party"), which expression unless repugnant to the context or meaning thereof, shall include its successor(s), administrator(s) or permitted assigns, of the FIRST PART;

AND

M/s Chamba Hydro Venture a firm incorporated and registered under the provisions of section (1) of Indian Partnership Act 1932 having its registered office at Hotel Alps, P.O. & Tehsil Dalhousie, District Chamba (H.P) 176304 (which expression shall, unless repugnant to the context or meaning thereof, include its holding company, subsidiaries, associates, successor(s), administrator(s), and permitted assigns(s) (hereinafter referred to as "Second Party") through Mr. Rajiv Kumar Authorised Signatory who has been duly authorized by the

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

[1]

Chamba Hydro Ventures
Authorised Signatory

Chamba Hydro Venture
Ghantour Top Vill. Ghantour
P.O. Uraie, Teh. Bharmour
Distt. Chamba (H.P.)

भारतीय गैर न्यायिक

159

पचास
रुपये

FIFTY
RUPEES

रु.50

Rs.50

INDIA

INDIA NON JUDICIAL

D 151181

हिमाचल प्रदेश HIMACHAL PRADESH

Second Party vide their Board resolution dated 15-12-2020 to execute this agreement of
SECOND PART

WHEREAS, the First Party, in accordance with its power policy had allotted **Ghator Top SHEP** for an installed capacity of **2.00MW** to **M/s Chamba Hydro Venture** on dated 26-7-2009 for carrying out detailed Survey & Investigations, Techno-Economic studies and submission of Detailed Project Report (DPR) for the implementation of **Ghator Top SHEP (2.00 MW)** in District **Chamba** Himachal Pradesh (hereinafter referred to as the "Project"), and

WHEREAS, the Second Party after carrying out detailed survey & investigation at project site had submitted the Detailed Project Report (DPR) for an installed capacity of **4.98 MW**, which was accorded Techno-Economic Clearance (TEC) by DoE on 5-1-2012, and

WHEREAS, the Implementation Agreement in respect of **Ghator Top SHEP** between **GoHPM's Chamba Hydro Venture** for the implementation of **Ghator Top SHEP** for an installed capacity of **4.98MW** was signed on **1-8-2014**, and

WHEREAS, the Zero Date in respect of **Ghator Top SHEP (4.98MW)** as per the milestones stipulated in the Implementation Agreement signed on **1-8-2014**, was **31-1-2015**; and

WHEREAS, First Party vide notification dated 07-11-2020 has allowed One Time Amnesty by redefining zero date for projects which are under investigation & clearance stage where IAs have already been signed and by redefining Scheduled Commercial Operation Date (SCOD) for projects under construction stage

Special Secretary (NES)
to the Govt. of H.P.
Gandhi Bhawan
Shimla-171 005

Chamba Hydro Ventures
Authorised Signatory

Chamba Hydro Ventures
Ghantour Top Vill. Ghantour
P.O. Uraie, Teh. Bhammour
Distt. Chamba (H.P.)

Nº 1050080

2020

Himachal Government Judicial Paper

WHEREAS, in pursuance to the above notification the Second Party vide its application dated 14.12.2020 has requested to avail One Time Amnesty and further requested to sign Supplementary Implementation Agreement

WHEREAS, this Supplementary Implementation Agreement is being signed by both the Parties only to the extent that the Zero Date of **Ghator Top SHEP (4.98MW)** shall be redefined as per notification dated 07.11.2020. This agreement shall in no way affect all other terms and conditions of Implementation Agreement signed on 1-8-2014.

NOW THIS SUPPLEMENTARY AGREEMENT WITNESSES AS UNDER

- Both the Parties agree to amend incorporate the existing clause 5.1 & 5.2 as under

The timelines for redefining of Zero Date in respect of **Ghator Top SHEP (4.98MW)** as under:

Sr. No.	Milestones	Time period	Consequential Action
1.	Apply for connectivity & signing of Long Term Open Access (LTOA) Agreement with HPPFCL or for signing of PPA with HPSEBL.	Within one month from the date of signing of SLA.	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.
2.	Signing of Connectivity Agreement & Long Term Open Access (LTOA) Agreement with HPPFCL or PPA with HPSEBL.	Within six months from the date of signing of SLA.	If the project developer fails to achieve this milestone within specified period of six months, the allotment of the project shall be liable to be cancelled.
3.	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 signing of SLA.	In case a project developer fails to submit the bimonthly, three consecutive compliance reports on prescribed formats in the first six months, the allotment of the respective project shall be liable to be cancelled.
4.	Submission of quantitative progress report on the progress achieved so far.	At the time of completion of one year from the date of signing of SLA.	In case a project developer fails to submit the quantitative progress report on the progress achieved so far at the time of completion of one year from the date of signing of SLA, and the report is not found satisfactory, the allotment of the respective project shall be liable to be cancelled.

Special Secretary (NES)
to the Govt. of H.P.
Amended SLA
Sl.No-171/09

Chamba Hydro Ventures
Authorized Signatory

Chamba Hydro
Ghator Top V Shantour
P.O. Uraie, Teh. Shantour
Distt. Chamba (H.P.)

No 1050083

2020

Himachal Government Judicial Paper


5.	Zero Date for start of construction work	Within 12 months after signing of SIA	In case a project developer fails to achieve Zero date within 12 months, 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 for cancellation without any liability of Govt. and without issuance of any further notice in this regard. Provision for which will be kept in SIA.
----	--	---------------------------------------	---

Note: The Second Party shall not be entitled for any incentive on account of early commissioning of the project after availing relaxation under One Time Amnesty.


This **Supplementary Implementation Agreement** signed on the date first written above and the Implementation Agreement signed on 1-8-2014 shall be in force simultaneously till the validity of the Implementation Agreement.

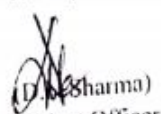
In witness whereof, the Parties hereto have executed and delivered this Agreement at Chamba, Himachal Pradesh on the date first written above, for the Implementation of Ghator Top SHEP for installed capacity of 4.98MW.

For & on behalf of
the Government of Himachal Pradesh



(Rupali Thakur)
Special Secretary (NBS)
to the Govt. of H.P.-cum-
CEO, Himurja, Chamba-171009

WITNESSED BY:

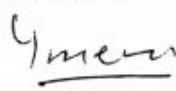
1. 
(Pradeep Bhanot)
Sr. Project Officer (SHP)
Himurja, Chamba-9

2. 
(D. K. Sharma)
Project Officer
Himurja, Chamba-9

For and on behalf of
M/s Chamba Hydro Venture



(Mr. Rajiv Kumar)
Chamba Hydro Venture
Ghator Top Vill. Chantour
P.O. Uraie, Teh. Bharmour
Distt. Chamba (H.P.)

WITNESSED BY:

1. 

1.

2.


Chamba Hydro Ventures
Authorized Signatory

(155)

Himachal Pradesh
Jal Shakti Vibhag

NO.EE—JSD-BMR--WA--NOC- /2021 270-73,
To

Dated:- 25-4-22.

M/S Chamba Hydro Ventures,
Hotel Alpa Dalhousie,
Distt. Chamba

Subject:- Regarding issuing of No Objection Certificate for the construction of SHEP Ghatour Top (4.98 MW) in Tehsil Bharmour Distt. Chamba

As per the approval of worthy Superintending Engineer Jal Shakti Circle Chamba vide his office letter No.SE-JSC-CBA-WS-WA-III -NOC-2022-11382-85 dated 29-03-2022, this department has no objection for the construction of subject cited hydro Power Project, but the firm shall adhere to the terms and conditions No.1 to 16 as mentioned below:-


1. The firm shall enter into legal agreement with the department in this respect.
2. The Chief Engineer, Jal Shakti Vibhag (Dharamshala Zone) Dharamshala 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 drought or any reason, the requirement of department shall have precedence over the requirement of this project.
4. The firm shall ensure that the quantum of minimum flow of water to be released and maintained through out the year immediately downstream of the diversion site is a threshold value of no less than 15% of the inflow observed in the main river water body whose water is being harnessed by this project. The firm shall also ensure adequate minimum environmental flow in the river below the diversion site to take care of aquatic life & ecology of the area.
5. The firm shall rehabilitate /repair /compensate for the Jal Shakti Vibhag assets/water resource as well as Private Kuhls/Irrigation Schemes/Water Supply Schemes in case these are damaged or adversely affected due to construction of the project.
6. In addition to Jal Shakti Vibhag requirement, the firm will also satisfy the requirement of private users if any.
7. If any water supply scheme or irrigation scheme is submerged/disturbed due to construction of this project U/S or D/S the project Authority will have to deposit the original cost of the scheme including its remodeling/restoration/Augmentation Jal Shakti Vibhag in advance before start of **Ghatour Top** Hydro Electric Project and also pay the compensation claim for that as per estimate sanctioned by the department.
8. The department will have liberty to draw water from **Ghatour Nallah** (upstream and downstream) for construction of any water supply and irrigation scheme as and when required in future and if any scheme's source of water up and downstream the HEP get affected the executing agency will have to deposit the original cost of the scheme including its remodeling and restoration, augmentation cost, as the case may be with the department in advance and also pay the additional compensation claim for that as per

Chamba Hydro Ventures
Authorized Signatory

estimate sanctioned by the department so as to make these facilities available to inhabitants of affected area for which the company will have no objection.

9. The present and future quantity of water for any new/proposed WSS and irrigation schemes will be tapped by the department from **Ghatour Nallah** up stream of the intake of the Hydro Electric Project and additional water requirement of the department will have precedence over the requirement of the proposed project. The Jal Shakti Vibhag reserve the right to draw as much quantity of water as required from **Ghatour Nallah** for preparing any new schemes.
10. The firm shall ensure for necessary infrastructure and protection work etc. needed at any stage of time to ensure the required quantity of water for any new schemes constructed by the department from **Ghatour Nallah** for future requirement.
11. All the documents such as Resolution of concerned Panchayats, M.O.U between Govt. of HP & M/S **Chamba Hydro Ventures, Hotel Alps Dalhousie Distt. Chamba** have to be supplied/shown by the firms in original at any stage of time.
12. The Jal Shakti Vibhag will not give drinking water from existing water supply scheme of this department for drinking requirement and other construction activities related with the project.
13. Permission to make alternative arrangement for water supply will be given subject to the condition that the arrangement will not affect adversely the existing water supply source being used by Jal Shakti Vibhag. It should be located at a sufficient distance from the existing water source in use by this department & downstream of any existing tapped surface water sources. Moreover it will require approval of Gram Sabha of concerned Gram Panchayat.
14. During the process of tunneling and other construction activities of Ghatour Top Hydro Electric Project, if any, spring source, ground water resource & surface source may gets effected as per report submitted by the Sr. Hydro geologist vide No. **1349-51 dated 09/11/2021**, then the firm has to make permanent arrangement for the effected habitants for their drinking/irrigation water needs before restarting of the tunneling and construction process. Also till permanent arrangement is made for the above said purpose, immediate temporary arrangement of drinking water has to be made by the firm.
15. In the event of violation of any of the aforesaid terms and conditions of the N.O.C. by the firm, the NOC shall be treated as cancelled.

DA/Nil


Executive Engineer,
Jal Shakti Division Bharmour

Copy to the Deputy Commissioner Chamba Distt. Chamba for kind information please.

Copy to the Superintending Engineer Jal Shakti Circle Chamba for kind information with reference to his office letter referred to above please.

Copy to the Assistant Engineer Jal Shakti Sub-Division Sub-Division Holi for information.

DA/Nil


Executive Engineer,
Jal Shakti Division Bharmour

Chamba Hydro Ventures

Authorised Signatory

157

No. FSH-F (2)39/2010-ARC-Ghator Top- 9451
Directorate of Fisheries,
Himachal Pradesh.

E-mail: (66)

From

The Director-cum-Warden of Fisheries,
Himachal Pradesh, Bilaspur.

M/s Chamba Hydro Ventures,
Hotal Alps, P.O. & Tehsil-Dalhousie,
District Chamba (HP)

Dated Bilaspur-174001 the, 08/10/21

Subject: -

NOC for setting up of Ghator Top Small Hydro-electric project with enhanced capacity of (5.00 MW) in Chamba Distt. Requisition of FDF to enhanced capacity of 3.00 MW-reg

Sir,

I invite a reference of your letter No. CHV/Ghator Top/FISH/NOC/2021/06 dated 20.09.2021 received in this office on dated 29.09.2021 on the above cited subject vide which you have sent demand draft being No. 967615 (PNB-Rait), dated 04.09.2021 amounting to Rs 1.50 lakh (One lakh & Fifty Thousand) only towards Fisheries Development Fund(F.D.F.) for enhanced power capacity from 2 MW to 5MW. Where as NOC for 2.00 MW has already been issued vide letter No. 3716 dated 28.04.2011.

Now, keeping in view affidavit given for the disposal of silu/muck & maintenances of Environmental flow of water downstream weir, the department of Fisheries H.P. has no objection, if, the project Ghator Top 4.98 MW may be started at the proposed site.

This may please be treated as No Objection Certificate.

Yours faithfully

Director-cum-Warden of Fisheries
Himachal Pradesh, Bilaspur
E-mail: fisheries-hp@nic.in
Tel/Fax: 01978-22406

Endst No. As above- 9452-54

Dated:- 08/10/21

Copy forward for information to:-

1. The Secretary (Fisheries) to the Govt. of H.P Shimla-2.
2. The Director, HIMURJA, SDA Complex, Kasumpti, Shimla-171009, H.P.
3. Assistant Director of Fisheries, Fisheries Division Chamba.

Chamba Hydro Ventures
Authorized Signatory

Director-cum-Warden of Fisheries
Himachal Pradesh, Bilaspur
E-mail: fisheries-hp@nic.in
Tel/Fax: 01978-22406

CHAMBA HYDRO VENTURES

HOTEL ALPS RESORTS, PO & TEHSIL DALHOUSIE, DISTT. CHAMBA HP- 176304
Mob. No. 9418050775, 9418080340 Email Id—ranjan.upmanyu@gmail.com

Ref No. CHV/FCA/2024/115

Dated 20/5/2022

AUTHORISED SIGNATORY

This is to be certify that Sh. Rajeev Kumar Upmanyu S/O Late Shri Shiv Kumar Resident of VPO Shahpur, Tehsil Shahpur, Distt. Kangra HP, who is the one of Partners of "Chamba Hydro venture" is hereby authorised to sign and submit the Land diversion case under FCA 1980 in Forest department for the execution of "Ghator Top" HEP (4.98 MW) in Distt. Chamba HP.

He is authorised to sign all FCA related documents, affidavits/Undertakings on behalf of "Chamba Hydro Ventures". His signatures are attested and appended below

(Signatures)

1. 
2. 
3. 


(Partners)

Partner

Rajeev Kumar Upmanyu
S/O Late Shri Shiv Kumar
Resident of VPO Shahpur,
Tehsil Shahpur, Distt. Kangra HP

Partner

Asha Devi
Chamba Hydroventures

Chamba Hydro Ventures

Authorised signatory