

**DIVERSION OF 0.5684 HA. OF FOREST LAND FOR CONSTRUCTION OF CHANED  
SMALL HYDRO PROJECT(1 MW) IN DISTRICT CHAMBA (H.P.)**

FILE NO. : **FP/HP/HYD/138838/2021**

DATE OF PROPOSAL :

**RECLAMATION PLAN  
CHANED SMALL HYDRO PROJECT (1 MW) DISTRICT CHAMBA (H.P.)**

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

Accordingly the following sites have been identified:

Sr. No.	Description	Mohal	Khasra No.	Area in Sq.m.
1.	Dumping Site – I	Bhanota	837 / 6	202
2.	Dumping Site – II	Bhanota	837 / 3	64
3.	Dumping Site – III	Bhanota	917 / 3	80

**Rehabilitation Proposal**

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

**Afforestation**

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

**Retaining walls**

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

**Use of muck/debris**

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

**Plantation**

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

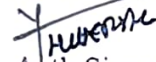
MUCK DUMPING DETAIL FOR CONSTRUCTION OF CHANED SMALL HYDRO PROJECT

Location of Dumping	Area (in sq. m)	Slope of dumping place in degree	Qty. of muck generated ( Cu. Mtr)	Qty. with Swell Factor (Cu. Mtr. ) 45 %	Qty. muck to used ( Cu. Mtr)	Qty. of muck deposited (Cu. Mtr.)	Height of dumping expected in mtr.
Dumping Site - I	202	15	385	557	139	418	5.6
Dumping Site – II	64	20	353	512	204	308	5.2
Dumping Site – III	80	25	848	1230	424	806	4.4
<b>TOTAL</b>	<b>346</b>		<b>1586</b>	<b>2299</b>	<b>767</b>	<b>1532</b>	<b>5.07(Avg.)</b>

Sr. No	Description	Khasra no.	Area in Sqm	Height	Capacity of Dumping Site Qty. in Cu.m.
1.	Dumping Site – I	837 / 6	202	5.6	448
2.	Dumping Site – II	837 / 3	64	5.2	333
3.	Dumping Site – III	917 / 3	80	4.4	889

For M/s OHP Project Private Limited

For OHP Project Pvt. Ltd.

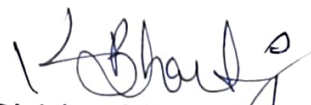
  
Auth. Signatory

Place :Chamba

Dated :

Authorised Signatory

CS

  
**Divisional Forest Officer**  
**Dalhousie Forest Division**  
**Dalhousie Ptn - 176304**

**COST ESTIMATION OF DUMPING SITES & PLANTATION  
CHANEDSMALL HYDRO PROJECT (1 MW)**

SR. NO.	DESCRIPTION	UNIT	QTY.	RATE (IN Rs.)	AMOUNT (Rs. IN LAKHS)
1	Cost of Surveying and Investigation	Lump-sum	1	20000	0.20
2	Cost of Carrying of muck to the dumping site and properly stacking.	CUM	1532	10	0.16
3	Providing Stone Filled Gabion Wire Crates for protection Work.	CUM	100	1250	1.25
4	Plantation of 40 plants @ Rs 57/- per plant.	Nos	40	57	0.03
5	Digging of pit for plantation.	Nos	40	30	0.02
6	Cost of Barbed wire Fencing for protection of Plants @ Rs. 20/- per plant.	Nos	40	20	0.01
7	Salary for Gardener for 3 years @ Rs.3200/- per month.	Months	36	3200	1.16
8	2 Nos. Beldar for protection of plantation for 2 years @ Rs.70/- per day.	Year	2	51100	1.02
9	Reclamation and restoration.	Lump-sum	1	10000	0.10
10	Landscaping and Beautification.	Lump-sum	1	10000	0.10
				Total	4.05 Lakhs

For OHP Project Private Limited

Place :Chamba  
Dated :

For OHP Project Pvt. Ltd.  
*[Signature]*  
Auth. Signatory  
Authorised Signatory

c/s  
*[Signature]*  
**Divisional Forest Officer**  
**Dalhousie Forest Division**  
**Dalhousie Pin - 176304**

### MUCK DUMPING PLAN FOR CHANED SMALL HYDRO PROJECT (1 MW)

Sr. No.	Name Of Component From Where Muck Is To Be Produced	Actual Size Of Component In sqm	Total Qty. Of Muck Is To Be Produced (in cum)	Factor Of Increase In Volume After Excavation	Total Qty. Of Muck To Be Dumped On The Basis Of Increased Qty (In cum)	Qty OF Muck To Be Utilised ( In cum)	Total Qty Of Muck Remaining After Utilisation	Name Of Dumping Place	Size	Area Of Dumping Place In sqm	Remaining Height Of Muck Dumped	Capacity Of Muck To Be Dumped	Quantity to be Dumped	Remarks	
1	Weir Site	30.00 x 14.80	222	0.45	322.00	80.50	241.50	Muck Dumping Site III near Weir Site, Conveyance Channel, D-tank, Spillway & Open Channel	10.00 x 8.00	80.00	5.6	448.00	417.95	Out Of Total Muck Generated About 40% Shall Be Used In Construction Of Crates, Protection Of Weir, Retaining Walls & Rest Of The Muck Including Swell Factor (45%) Shall Be Dumped In Muck Dumping Sites III.	
3	Conveyance Channel	46.67 x 3.00	56.00		81.21	20.30	60.90								
4	Desilting Tank	17.00 x 5.00	106.25		154.06	38.52	115.55								
6	Water Conductor Open	1092.00 x 3.00	262.08		380.02	171.01	209.01	Muck Dumping Site II Near Forebay	8.00 x 8.00	64.00	5.2	332.80	308.28	Out Of Total Muck Generated About 40% Shall Be Used In The Protection Work, Strengthening And Construction Of Crates, And Balance including The Swell Factor (45%) shall be dumped in site II	
7	Spillway	85.00 x 2.00	42.5		61.63	15.41	46.22								
8	Forebay Tank	8.00 x 8.13	48.78		70.73	17.68	53.05								
9	Penstock	120.00 x 1.00	90.00		130.50	32.63	97.88	Muck Dumping Site - III near Forebay	20.20 x 10.00	202.00	4.4	888.80	806.06	Out Of Total Muck Generated About 40% Shall Be Used In The Protection Work, Strengthening And Construction Of Crates, And Balance including The Swell Factor (45%) shall be dumped in site I	
10	Power House	44.50 x 24.00	534		774.30	309.72	464.58								
11	Road	160.00 x 4.00	224		324.80	81.20	243.60								
	<b>Total</b>		<b>1585.61</b>			<b>2299.24</b>	<b>766.96</b>	<b>1532.28</b>			<b>346.00</b>	<b>5.07</b>	<b>1669.60</b>	<b>1532.28</b>	

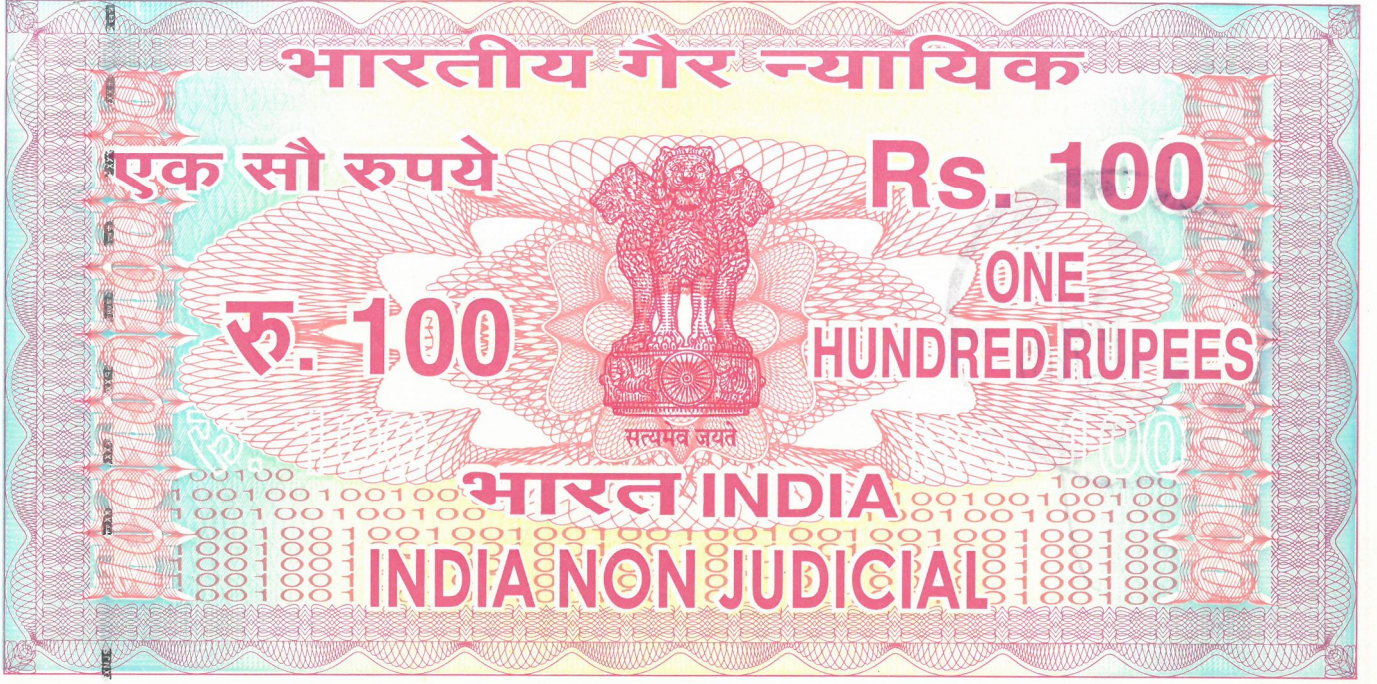
c/s

  
 Divisional Forest Officer  
 Dalhousie Forest Division  
 Dalhousie Ptn - 176304

For OHP Project Private Limited  
For OHP Project Pvt. Ltd.

  
 Auth. Signatory  
 Authorised Signatory





हिमाचल प्रदेश HIMACHAL PRADESH

837996

M/s. Onkar Hydro Power Project Construction Co. (Partnership Firm); having its Registered/Head Office at Chaugan Bazaar, Near Standard Bakery, Chamba, P.O. Chamba, Distt. Chamba-176310 (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. A. K. Puri, who is Partner and duly authorized vide resolution No. nil, dated 3.3.2020, to execute this Agreement, of the SECOND PART.

AND

M/s OHP Project Private Limited; a company incorporated and registered under the provisions of Companies Act, 2013; having its Registered/Head Office at Kashmiri Mohalla, Chowgan Bazaar, Chamba, Distt. Chamba and site office in Himachal Pradesh at Village Tadoli, P.O.Saru, District Chamba. (H.P.) (hereinafter referred to as the "Third Party") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, through Mr. Nitin Dhingra, Managing Director, who is duly authorized by the competent authority of the Company resolution No. nil, dated 5.3.2020, to execute this Agreement, of the OTHER PART.

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

For Onkar Hydro Power  
Projects Construction Co. For OHP Project Pvt. Ltd

Authorised Sig./Partner

Director

WHEREAS, the Government had issued consent letter dated **10.8.2015** for the implementation of **1.00 MW** capacity **Chaned** Hydro Electric Project in **District Chamba**, Himachal Pradesh (hereinafter referred to as project); and

WHEREAS, the Project is envisaged on **Kohlari Nallah**, a tributary of Ravi River in **Ravi Basin, District Chamba (H.P.)** between the elevations  $\pm 935$  M to  $\pm 839.50$ M; and

WHEREAS the Second Party intends to transfer/assign all assets, liabilities, obligations, rights, privileges, benefits and statutory/non statutory clearances obtained of the project, to the Third Party, accrued to it under consent letter dated **10.8.2015**, and

WHEREAS, the Third Party has agreed to accept and take over all the assets, liabilities, obligations, rights, benefits and statutory/non statutory clearances obtained arising out of the consent dated **10.8.2015** issued by the State Government to the Second Party.


WHEREAS, the Government has been approached by the second party for transfer of all its rights, obligations and **statutory/non-statutory clearances obtained** in favour of third party as per provisions of Hydro Power Policy, 2006 and subsequent amendments thereof; and

WHEREAS, the First Party has consented the approval vide letter No. **NES-F (2)-127/2015** dated **14.6.2017** to the change in name of the firm from **M/S. Onkar Hydro Power Project Construction Co. (Partnership firm)** to **M/S. OHP Project Private Limited (a private limited company)** and transfer of all assets, liabilities, rights, obligations, benefits and statutory/non statutory clearances obtained by the Second party, to Third Party arising out of the consent dated **10/8/2015** issued by the First Party., and

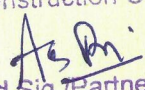
Whereas, the Third Party has deposited the requisite fee amounting to **Rs. 25,000/-** only on account of change in name through **RTGS** dated **27.2.2020**; in favour of the Director, Himurja, Shimla-9, and

WHEREAS, the Third Party has established Registered Office/Head Office at **Kashmiri Mohalla, Chowgan Bazaar, Chamba** in Himachal Pradesh; and.

WHEREAS, the Third Party has agreed to accept the conditions of Hydro Power Policy 2006 and subsequent amendments thereof for which Implementation Agreement shall be signed separately with the new entity; and

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

For Onkar Hydro Power  
Projects Construction Co.

  
Authorised Signatory/Partner

For OHP Project Pvt. Ltd

  
Director

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

- i) That the Government hereby grants its consent to transfer/assign all the assets, liabilities, obligations, privileges, statutory/non-statutory clearances obtained and benefits of the project by the Second Party to the Third Party arising out of the consent, dated **10.8.2015** with the unequivocal acceptance of Third Party of all the assets, rights, liabilities, obligations, privileges including benefits and statutory/non-statutory clearances obtained and benefits arising out of above mentioned consent, dated **10.8.2015**. Third Party i.e. **M/S. OHP Project (P) Ltd.** should ensure that share holding as approved by the Government vide letter No. **NES-F(2)-127/2015** dated **14.6.2017** shall be continued up to two years from the date of achieving commercial operation date of the project. If at a later date it comes to the notice of the Government that this condition has been violated without prior approval of the First Party, First Party shall have the right to terminate the Tripartite Agreement (TA), to forfeit the security furnished by the third party and the project with all its capital and infrastructural assets shall vest with the Government. **After two years of actual date of commissioning of the project, Second Party/Third Party is allowed to freely sell/divest the Shares.**
- ii) That the Government hereby releases the second party of all the obligations under the Consent dated **10.8.2015** mentioned above and agrees to be bound to the third party in terms thereof.
- iii) That the third party hereby agrees that it shall be bound and liable for all the liabilities, obligations and execution of the project on the terms and conditions specified in the Consent, dated **10.8.2015** to the Government.
- iv) All the terms and conditions of the Consent, dated **10.8.2015** shall remain the same save and except as provided herein above and wherever expression of "Company" "Generating Company" or second party appear in the Consent, dated **10.8.2015** the same shall be read, construed, mean and deemed to be referred to as the third party.
- v) That the third party agrees to perform the Consent dated **10.8.2015** as if they were the original party of aforesaid Consent, dated **10.8.2015** in place of second party.

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

For Onkar Hydro Power  
Projects Construction Co.

  
Authorised Signatory/Partner

For OHP Project Pvt. Ltd

  
Director

N<sup>o</sup> 0511951

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# Himachal Government Judicial Paper

In witness whereof the parties have set their hands as under:-

For and on behalf of

for and on behalf of

for and on behalf of

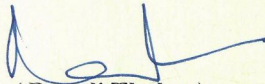
Government of H.P.

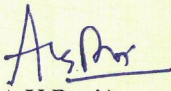
Onkar Hydro Power


OHP Project

Project Construction Co.

Private Limited

  
(Rupali Thakur)

  
(Sh. A.K. Puri)


  
(Sh. Nitin Dhingra)

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

For Onkar Hydro Power  
Projects Construction Co.

Managing Director  
For OHP Project Pvt. Ltd


  
Authorised Sig./Partner

  
Director


WITNESSED BY:-

1. (Pradeep Bhanot)  
Sr. Project Officer (SHP),  
O/o HIMURJA, Shimla

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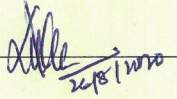


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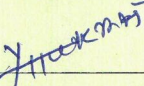
  
(CHARAN THAKRAL)  
P.S.S. Secy. of Judicial

2. (D.N. Sharma)  
Project Officer (C),  
O/o HIMURJA, Shimla

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22/8/2020

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(YUVRAJ THAKRAL)  
P.S.S. Secy. of Judicial

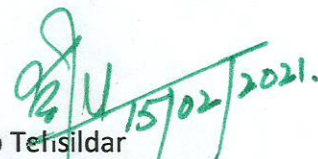
**DIVERSION OF 0.6 HA. OF FOREST LAND FOR CONSTRUCTION OF CHANED SMALL  
HYDRO PROJECT IN DISTRICT CHAMBA (H.P.)**

FILE NO. :  
DATE OF PROPOSAL :

**CERTIFICATE FOR BENEFICIARIES**

This is to certify that as per the report of Patwari patwar circle Chaned, Teh Chamba and Secretary Gram Panchayat Bhanota development block Chamba Distt. Chamba, due to construction of Chaned Small Hydro Project (1 MW) in Mohal Bhanota in Tehsil Chamba, District Chamba (H.P.), the following villages shall be benefited :

<b>Sr. No.</b>	<b>Name of the Village</b>	<b>Village Code</b>	<b>Population (as per census 2011)</b>
1.	Bhanota	14(005701)	2003
<b>Total</b>			<b>2003</b>

  
Naib Tehsildar  
Tehsil Sadar Chamba  
District Chamba

No. 2190  
Himachal Pradesh Forest Department,  
Dated Chamba, the 22-10-2020

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

To: OHP Project Private Limited,  
Vill. Tadoli, P.O. Saru, Teh. & Distt. Chamba.

Sub: Regarding Eco-Sensitive Zone Certificate for construction of Small Hydro  
Electric Project (SHEP) 1.00 MW at Chaned in Tehsil and District  
Chamba H.P.

Sir/Madam

Please refer to your office letter no. FCA Case 01 MW-Chaned/2020-21 dated 03/10/2020 and the .kml file received on the official e-mail id of the undersigned on dated 13/10/2020 on the subject cited above.

2. After going through the proposal, it has been observed that the nearest component of the proposed project is at the aerial distance of 4.12 KM (approx.) from the proposed Eco-sensitive Zone of nearest Wildlife Sanctuary i.e. Kalatop-Khajjiar.

This is for your information and necessary action.

Divisional Forest Officer  
Wildlife Division Chamba  
[dfowichamba@gmail.com](mailto:dfowichamba@gmail.com)  
Ph/Fax: 01899-222639

G/S  
Divisional Forest Officer  
Dalhousie Forest Division,  
Dalhousie

No. WL (Misc.)-60/HEPs/VIII/ 5127  
Himachal Pradesh Forest Department.

From:

Principal Chief Conservator of Forests,  
(Wildlife)-cum-Chief Wildlife Warden,  
Himachal Pradesh, Shimla-171 001.

✓ To

M/s Onkar Hydro Power Project Construction  
Co. (Partnership), Chaugan Bazar, Near Standard Bakery,  
Chamba, Post Office, Chamba, District Chamba-176310.

Dated Shimla-171 001, the 25-2-2017

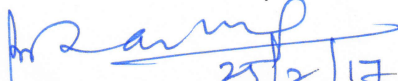
Subject:- Consent for exclusive time bound right for preparation of Project report for the Small Hydel Project, Chaned (1.00 MW) in Chamba District-Himachal Pradesh.

Sir,

This is with reference to Consent letter No. HIMURJA/SHP/Chaned (41)/2015-7518 dated 10/08/2015 from the Director. HIMURJA, Urja Bhawan, Kasumpti, Shimla-9 addressed to you with a copy endorsed to this office, among others, on the subject cited above.

2. Since the above-mentioned Small Hydel Electric Project of 1.00 MW capacity is located at an aerial distance of about 3 km from the boundary of Khajjiar-Kalatop Wildlife Sanctuary as intimated by DFO/APCCF WL and confirmed from the topo sheet and also does not attract the provisions of 'Environment Impact Assessment' Notification, 2006, as such this office has no objection if the said project is commissioned on Kohlari tributary of river Ravi in Chamba District as there is not likely an adverse impact on the flora and fauna of the area due to construction of this small hydel electric project.

Yours faithfully,

  
Principal Chief Conservator of Forests,  
(Wildlife)-cum-CWLW, HP Shimla-1.

Endst. No. As above./ \_\_\_\_\_ dated \_\_\_\_\_

Copy is forwarded to:

1. The Director, HIMURJA, Urja Bhawan, SDA Complex, Kasumpti, Shimla-9 w.r.t. his office letter, under reference for information please.
2. APCCF WL D/shala w.r.t. his office Memo. No. F. 1-17/6394 dated 19/12/2016 for information and n/a please.
3. DFO WL Chamba for information please.

Principal Chief Conservator of Forests,  
(Wildlife)-cum-CWLW, HP Shimla-1