

1

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

IN

ORIGINAL APPLICATION NO. 565 OF 2025

IN THE MATTER OF:

Girish Chandel President and Another

.....**APPLICANTS**

VERSUS

State of Himachal Pradesh & Others

..... **RESPONDENTS**

INDEX

<u>S.No</u>	<u>Particulars</u>	<u>Page No.</u>
1.	Index	<u>1-2</u>
2.	Reply on behalf of Respondent No. 04- National Highways Authority Of India Through Its Project Director, Project Implementation Unit- Mandi (H.P.)	<u>3-19</u>
3.	<u>ANNEXURE: A/1</u> The relevant portions of the Concession Agreement	<u>20-24</u>
4.	<u>ANNEXURE:A/2</u> Copy of Forest Clearance dated 14.03.2025	<u>25-27</u>
5.	<u>ANNEXURE: A/3</u> The Minutes of the Kick-off Meetings on various dates.	<u>28-40</u>
6.	<u>ANNEXURE: A/4</u> The copy of the letter written by IE to Concessionaire	<u>41-42</u>
7.	<u>ANNEXURE: A/5</u> The Show Cause Notice No. NHAI/PD/PIU-Mandi/2026/Court case/VA&VB /36/3060 dated	<u>43-44</u>

	20.01.2026 (copy enclosed). issued by R-4/NHAI to R-5/Concessionaire-IE Team	
8.	<u>ANNEXURE: A/6</u> The reply office letter no. GMHPL/2025-26/F-585/92 dated 27.01.2026 of the R-5/Concessionaire-IE and letter no. Gawar Mandi/PKG - 5B/Mandi/2025-26/500 dated 28.01.2026	<u>45-49</u>
9.	<u>ANNEXURE: A/7</u> - Coloured photographs of the site	<u>50-51</u>
10.	<u>ANNEXURE: A/8</u> Copy of Muck Management Plan	<u>52-63</u>
11.	<u>ANNEXURE:A</u> ID of the Deponent	<u>64</u>
12.	<i>Vakalatnama/Power</i>	

PLACE: NEW DELHI
DATED: 17.02.2026


(MOHD. YASIR ABBASI)
ADVOCATE
REG. NO. UP/9432/2022
(TR D/603/2007)
FOR AWADH LAW OFFICES

(COUNSELS FOR RESPONDENT NO. 4- NHAI)

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

ORIGINAL APPLICATION NO. 565/2025

IN THE MATTER OF:

Girish Chandel President and Anr.

.....Applicants

VERSUS

State of Himachal Pradesh & Ors.

.....Respondents

**REPLY ON BEHALF OF RESPONENT NO. 04-NATIONAL HIGHWAYS
AUTHORITY OF INDIA THROUGH ITS PROJECT DIRECTOR, PROJECT
IMPLEMENTATION UNIT-MANDI (H.P) SUPPORTED BY AFFIDAVIT**

I Varun Chari, aged about 37 years, Son of Shri Suresh Kumar Chari;
Profession- Government Service, presently working as Project
Director, PIU- Mandi having my office at Bagla Muhal Chakkar P.O.
Nagchala, Tehsil Balh and District Mandi (H.P.)- 175021 do solemnly
affirm and state on oath as follows:

1. I have read and understood the Original Application and am
filing the present Short Reply Affidavit as reply thereto.


परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

ATTESTED


NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

2. That the deponent craves liberty to raise any further submissions or file additional affidavits if need arises during the course of arguments.

PRELIMINARY SUBMISSION:

3. That the Central Govt. through Ministry of Road, Transport & Highways (MoRT&H) decided to construct a four laning with paved shoulder of Bijni Mandi section from Km.202+815 to Km.208+000 from Bijni to Mandi section under Mandi-Panthankot corridor of NH-154 (hereinafter the Road Project). The work of constructing a four lane road is being executed by the answering Respondent No.4/The National Highways Authority of India (hereinafter NHAI) through its Concessionaire M/s Gawar Mandi Highways Pvt. Ltd.
4. The construction and development of the Road Project is carried out by the Respondent No.5/ Concessionaire M/s Gawar Mandi Highway Private Limited. The R-4/NHAI has appointed M/s Centro De Studios De Materials Y Control De Obra, SA. (CEMOSA) JV with G-Eng. Advisory Services Pvt. Ltd as Independent Engineer which is in the supervisory role



as per the terms and conditions of Concession Agreement in

accordance with Standard & Specifications set forth by Ministry of Road Transport & Highways for the construction of the Road Project. The execution and supervision of the work is carried out scientifically as per the regulations, norms/standards laid down by the Central Government / NHAI. The necessary protection works required at the Road Project site has been proposed and approved by the Independent Engineer.

5. The Hon'ble NGT vide its order dated 19 November 2025 in OA No. 565/2025 has directed that:

"NHAI shall mentioned the steps taken for proper dumping of muck at designated places and also monitoring done to ensure that the muck is not dumped in the River and is properly dumped at designated dump site."

6. Further, Hon'ble NGT vide its order dated 06 January 2026 in OA no. 565/2025 has also directed that:

"In their replies/responses, respondents no. 4 and 5 shall specifically show-cause as to why exemplary environmental compensation be not imposed on them for violation of environmental norms by dumping of muck at unauthorized

places and in the authorized place without providing/requisite environmental safeguards. In their replies/responses, respondents no. 4 and 5 shall also specifically mention the remedial measures to be taken by them with an action plan, budgetary allocation and implementing agency”.

7. In compliance with the directions of the Hon'ble NGT in OA No. 565/2025, dated 19 November 2025, it is submitted that the R-4/NHAI had already been undertaking diligent measures to ensure that the construction and development of the Road Project is done as per the statutory norms. The Article -5 of the Concession Agreement between the R-5 and R-4 dated December 2025 clearly establishes the obligations of the R-5 for adherence and strict compliance existing laws and norms of Government of India. The Concession Agreement also authorizes the R-4/NHAI to impose compensation cost for the material breach of the Concession Agreement and suspend the Concessionaire's Rights as per Article 29 and 30 of the Concession Agreement. Thus NHAI has put legal safeguards, checks and balances in place, in addition to the mechanism of direct supervision through



परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED

NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

Concession Agreement, it is the obligation of the R-5/Concessionaire, prior to the commencement of construction to:

“Undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, Applicable laws and Applicable Permits”

Therefore, R-5 is under strict legal obligation as per Article 5 of the Concession Agreement dated December 2023 to ensure that the Project is implemented strictly as per the statutory norms and in compliance of the environmental laws and regulations. The relevant portions of the Concession Agreement are annexed herewith and marked as **Annexure-A/1**

8. R-4 has already envisaged the muck dumping sites at the time of seeking forest clearances (copy of Forest Clearance dated 14.03.2025 is annexed herewith and marked as **Annexure-A/2** and handed over these sites to Concessionaire at Appointed Date i.e. start date of work on 18.03.2025. It is on part of Concessionaire to properly make arrangements at the dumping sites for disposal of muck under Article 5 of Concession

Agreement. Further, During various kick off review meetings held for the Bijni Mandi project at Member level, CGM level, RO level & PIU level, the R-5/Concessionaire and the Independent Engineer (IE-NHAI) had been categorically directed by R-4/NHAI to ensure that all the dumping material or muck generated during the construction of project shall be disposed-off at only approved and designated dumping locations as has been specified. In addition, the R-5/Concessionaire and the IE-NHAI team was specifically directed to execute the work in consideration of proper muck disposal plan. It was further directed that the protection of dumping/muck disposal site is imperative to avoid any spillage or outflow of muck through proper protection work at the dumping site and its stabilization through vegetation. The Minutes of the Kick-off Meetings dated (various) are marked as **Annexure-A/3**

9. It is pertinent to mention here that R-4/NHAI has appointed Independent Engineer for the project as per Schedule-M of Concession Agreement and as per duties defined in Schedule-N of Concession Agreement, it is on part of Independent Engineer to get the work executed as per Standards & specifications of MoRTH wherein compliances of Applicable

परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED

NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

laws & permits to be checked along with civil works. R-4 during review meetings had intimated IE & Concessionaire to keep check on muck dumping at designated sites. IE has also directed Concessionaire to follow muck disposal plan in letter & spirit. The copy of the letter written by IE to Concessionaire is annexed and marked as **Annexure-A/4**

10. In compliance with the Hon'ble NGT's Order dated 06 Jan 2026 in OA 565/2025, the R-4/NHAI has issued Show Cause Notice to the R-5/Concessionaire requiring an explanation on the failure of contractual duties as noticed by the Hon'ble NGT in the Orders stated above. The Show Cause Notice No. NHAI/PD/PIU-Mandi/2026/Court case/VA&VB /36/3060 dated 20.01.2026 issued by R-4/NHAI to R-5/Concessionaire-IE Team is annexed herewith and marked as **Annexure-A/5**

11. In the response of Show Cause Notice by R-4/NHAI, the R-5/Concessionaire -IE Team has submitted its response stating the following:

i) Due to heavy rainfall on 06.08.2025, the approach road to village Bihuli (Skore road) collapsed severely, as the result the connectivity of village Bihuli & its connected around 4



परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED

NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

habitations was completely disrupted, causing serious inconvenience and safety risk to the Local public. In order to restore immediate connectivity and ensure public safety, the affected area was first secured by adopting cautionary measures, including barricading and installation of safety tapes, to prevent any accident or mishap. Thereafter, for stabilization of the damaged road, limited quantity of muck was placed solely for restoring the road formation and for preparation of the foundation of a retaining wall, which was necessary to prevent further scouring and erosion caused by rainwater. All such activities were carried out purely as an emergency protective measure to safeguard the existing road and reinstate village access.

ii) Concessionaire & IE have further submitted that the spillage of the muck has been caused due to the intense monsoon season and frequent landslides that weakened the protection measures at the designated sites and leading to possible spillages. No deliberate or negligent dumping has been done by the Concessionaire. The R-5/Concessionaire-IE informs that the safe disposal of muck was only made after

 the adequate retention structure was prepared. R-5 and IE

11

state that the height of the retention structure is usually raised simultaneously with height of disposal/dumping for proper stabilization. But due to very heavy rains which was beyond the control of the R-5/Concessionaire-IE, led to the spill over thus claiming circumstances that were beyond their control and which they could not reasonably foresee.

iii) The R-5/Concessionaire-IE have also stated that part reason for the observed muck spillage could be the use of the muck for road stabilization as an emergency local disaster response measure as the caved road posed eminent danger to the safety and movement of local villages and it needed to be stabilized immediately as per the directions of the local administration muck was used to fill the caving that may be spilled over again due to heavy rains.

iv) As next steps and remedial measures for the safe disposal of muck at the designated sites, the R-5/Concessionaire has further assured NHAI that the areas where muck found spilled over has been taken on priority and retention structure are being extended and will be completed up to 31st March, 2026. Protection walls shall be raised to adequate



परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
 National Highways Authority of India
 परियोजना/कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED

 NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

v) R-5/Concessionaire has informed that a long, flat and levelled surface is required for casting of PSC Girder and in hilly terrain such sites are not available. So, such site was created by levelling the bed of Ropu Nala for temporary use during the dry season. We have already submitted that the restoration work will be completed up to 30th, June, 2026. Now we have expedited the construction work in full swing and submit that restoration work will be completed by 31st March, 2026

The reply office letter no. GMHPL/2025-26/F-585/92 dated 27.01.2026 of the R-5/Concessionaire-IE and letter no. Gawar Mandi/PKG -5B/Mandi/2025-26/500 dated 28.01.2026 and marked as **Annexure-A/6**.

12. In further compliance with Hon'ble NGT's Order dated 06.01.2026, the following Action Plan with remedial plans, budgetary measures and the implementing agency has been outlined

S.No.	Location	Observation	Compliances/ Proposal
I	Near Tunnel Portal-II at Ardha, PO Purani Mandi,	Inspecting team observed that the work for providing crate wall at the	The work for providing crate wall at the bottom of the designated dumping site was under progress. It is clarified

	Tehsil- Sadar, District-Mandi HP (03 Sites).	bottom of the designated dumping site was under progress but it was not adequate so some quantity of the dumped muck spilled over the retention structures made near the river bank. It was also observed by team that the construction of Reinforced Soil (RS) wall was under process and the same has been provided in approx. 50 mtr and to be extended through 700 mtr adjoining to river bank.	that due to heavy rains and landslides, some quantity of muck spilled over the retention structures during the execution of the work but this muck has not reached up to the River bed, but rest on slopes. So, no water or air pollution is caused. This site has been fully protected now. The photographs of the site are enclosed as Annexure-A/7 The muck dumping on this site has been fully stopped now and alternate private land has been taken for muck dumping.
II	Near Tunnel Portal-I at VPO Bijni, PO Purani	The dumping has been made on unapproved site.	As already apprised to inspecting team, the dumping was being made within the

	Mandi, Tehsil-Sadar, District-Mandi HP (01 Site).		Right of Way (ROW) for which proper protection in the form of the Crate wall was provided near Tunnel Portal-I at VPO Bijni and Near power house at VPO Bijni, so that muck may be retained with in ROW as this material was to be used for the construction of road. But the Crate Wall got damaged during the unprecedent heavy rains in the area.
III	Near power house at VPO Bijni, PO Purani Mandi, Tehsil-Sadar, District-Mandi HP (01 Site).		It is clarified that some quantity of muck which spilled over the retention structure due to heavy rains and landslides, rested on slopes. This muck has not reached up to River bed. So, no water or air pollution has caused. Now the protection work has been again started and will be completed by 30 th March, 2026.


 परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डल
 PIU Mandi

ATTESTED


 NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

IV	Near Blasting site at VPO Tandu, Tehsil-Sadar, District - Mandi HP 01 Site).	Alternate arrangement (like temporary culverts) be made so that natural flow of water drainage course of Ropu Nala is not obstructed. Further the temporarily dumped muck at Ropu Nala should be completely removed upon completion of girder launching by 30 th June 2026 and the natural drainage course of the nallah shall be restored to its original profile in a time bound manner by the contractor and NHAI before the next rainy season.	It was informed to Joint Committee that temporarily levelled the bed for creating levelled surface for Girder casting which shall be removed after completion of girder launching by 30 th , June 2026 and the natural drainage course of the nallah shall be restored to its original profile, ensuring unobstructed flow and compliance with environmental and hydraulic requirements. Further, it is again apprised that the Concessionaire reviewed his execution and restoration program of Ropu Nala and planned to complete the launching by 31 st , March 2026 and restore the water way of Ropu Nala.
----	--	---	--

13. Therefore, R-4/NHAI respectfully submits that it is not in

 violation of environmental norms and has taken due care and

caution by way of enforcing the Concession Agreement and strictly supervising the Project progress through effective instructions and best practice approach. However, R-4 is informed by R-5-IE that the instance of muck spillage as observed by the Committee has occurred due to very heavy rains which rendered the existing muck disposal protection measures as ineffective leading to some incidental spillage which was totally beyond the control and reasonable foreseeability of the R-5-IE.

14. As per the Muck Management Plan there are two designated sites proposed at village Ardha and Bijan having the capacity of 2037900 Cu.m and sites to have construction of Multiple gabion wall at different elevation levels to retain muck within the boundary of muck disposal sites. Gabion wall of height on 5 m including 0.75 m of buffer along with standard wire gauge galvanized wire (SWG G1) having 10 cm x 10 cm mesh dimension 1.15 m x 1.15 m x 1.15 m in multiple tiers with 0.5 m wide offset to be laid concurrently with the dumping of muck for side protection. As per the muck management plan it was the duty of the environmental expert of Concessioner

 and Independent engineer to ensure complete avoidance of

spilling of muck outside the boundary. The Muck Management Plan is annexed as **Annexure-A/8**

PRAYER

WHEREFORE, in the view of aforesaid submissions, facts and circumstances stated herein, it is expedient in the interest of justice that this Hon'ble Court may kindly be pleased to dispose of the Original Application No. 565 of 2025- Girish Chandel President versus State of Himachal Pradesh & Others of qua the answering Respondent No. 4- NHAI, so that justice may be done, and/or pass any such other or further order or direction, as this Hon'ble Court may deem fit and proper under the facts and circumstances of the present case.

AND FOR THIS ACT OF KINDNESS THE RESPONDENT PARTY NO. 4 SHALL REMAIN FOREVER OBLIGED.



परियोजना निदेशक Project Director
 राष्ट्रीय राजमार्ग निदेशक
THE PROJECT DIRECTOR,
 National Highways Authority of India
 परियोजना / कार्यालय - इकाई - मन्डी
NHAI, PIU-MANDI
 PIU Mandi

THROUGH



**(MOHD. YASIR ABBASI)
 ADVOCATE**

**REG. NO. UP/9432/2022
 (TR D/603/2007)**

FOR AWADH LAW OFFICES

**PLACE: NEW DELHI
 DATED: 17.02.2026**

ATTESTED


**NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)**

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

IN

ORIGINAL APPLICATION NO. 48 OF 2024

IN THE MATTER OF:

.....**APPLICANTS**

VERSUS

..... **RESPONDENTS**

Girish Chandel President and Another

State of Himachal Pradesh & Others

AFFIDAVIT IN SUPPORT OF ACCOMPANYING REPLY

I Varun Chari, aged about 36 years, Son of Shri Suresh Kumar Chari; Profession- Government Service, presently working as Project Director, PIU- Mandi having my office at Bagla Muhal Chakkar P.O. Nagchala, Tehsil Balh and District Mandi (H.P.)- 175021 the deponent herein, do hereby solemnly affirm and state on oath as hereunder:

1. That the deponent is Respondent No. 4 in the above noted Original Application No. 565/2025 and is well conversant with the facts and circumstances of the present case based on official information and records maintained in the ordinary course of business by NHAI. A copy of the Photo Identity Card of the deponent herein is annexed here-with as **ANNEXURE-A**

ATTESTED

**NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)**

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
परियोजना/कार्यन्वयन इकाई मण्डी
PIU Mandi

2. That the deponent has read the accompanying reply and understood the contents therein and state that the same are true and correct to the best of my knowledge and belief.
3. That the deponent submits that the annexures annexed to the reply are original postal receipts.



DATED: 17.02.2026
PLACE: MANDI

[Signature]
परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
DEPONENT
National Highways Authority of India
परियोजना / कार्यान्वयन इकाई मण्डी
PIU Mandi

VERIFICATION:

ATTESTED

[Signature]
NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

I, the deponent above named, do hereby verify that the contents of Paras 1 to 3 of the aforesaid affidavit are true and correct to my knowledge and record, no part of it is false and nothing material has been concealed therefrom. Affirmed on this the day of August in the Year 2026 at Mandi.

[Signature]
परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
DEPONENT
National Highways Authority of India
परियोजना / कार्यान्वयन इकाई मण्डी
PIU Mandi

S. NO. 50/2026

[Signature]
Certified that the contents of the Declaration affirmation statement made on oath have been read over & explained to deponent/executant who seemed to understand the declaration/affirmation/statement at time of making there of.

I Know personally the deponent who has signed in my presence

[Signature]
Signature of Identifier
Smt. Chandar Rekha
Advocate

20

ARTICLE 5

OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

- 5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertake the design, engineering, procurement, construction, operation and maintenance of the Project and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 5.1.2 The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 5.1.3 Save and except as otherwise provided in this Agreement or Applicable Laws, as the case may be, the Concessionaire shall, in discharge of all its obligations under this Agreement, conform with and adhere to Good Industry Practice at all times.
- 5.1.4 The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
- make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits, other than those set forth in Clause 4.1.2, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;
 - procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the Project;
 - perform and fulfill its obligations under the Financing Agreements;
 - make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
 - upon written request from the Authority, make reasonable efforts to facilitate the acquisition of land and procuring of environmental and forest clearances required for the purposes of the Agreement;
 - ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;
 - always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner be violative of any of the provisions of this Agreement;
 - support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement; and
 - transfer the Project to the Authority upon Termination of this Agreement, in accordance with the provisions of this Agreement.

ATTESTED

NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)



Obligations relating to Project Agreements

Construction of 4-Laning with Paved Shoulder of Bijni to Mandi Section from existing Km 202.815 to Km 208.009 of NH-28 (New NH-154) (Design Length 5.357 Km) including construction of Twin Tube Tunnel for a length of 3.500 Km of Pathankot and Mandi Section NH-154 in Himachal Pradesh on Hybrid Annuity Mode basis (Package-VB)

13

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi



21

- 5.2.1 It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.
- 5.2.2 The Concessionaire shall submit to the Authority the drafts of all Project Agreements, or any amendments or replacements thereto, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 30 (thirty) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. No review and/ or observation of the Authority and/ or its failure to review and/ or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.
- 5.2.3 The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Concessionaire and shall respond to the request for consent no later than 30 days from the receipt of such request from the Concessionaire.
- 5.2.4 The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority and / or Lenders Representative to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination or Suspension (the "Covenant"). Further, it is clarified that in case both the Authority and Lenders' Representative decide to exercise their right to step-in, the Authority shall have the sole right to step into the Project Agreements. For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Concessionaire expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, where under such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.
- 5.2.5 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of the EPC Contractor and an O&M Contractor and execution of the EPC Contract and O&M Contract shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be

Construction of 4-Laning with Paved Shoulder of Bijni to Mandi Section from existing Km 202.815 to Km 208.000 of NH-20 (NH-154) (Design Length 5.357 Km) including construction of Twin Tube Tunnel for a length of 3.500 Km of Pathankot-Mandi under NH(O) in Himachal Pradesh on Hybrid Annuity Mode basis (Package-VB)

14

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

ATTESTED

NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

22

to national security and public interest perspective, and the Authority shall endeavor to convey its decision thereon expeditiously and no later than 30 days from the date of receipt of the proposal alongwith the draft agreement by the Authority. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire or its Contractors from any liability or obligation under this Agreement.

5.3 Obligations relating to Change in Ownership

5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.

5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:

- (a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of 25% (twenty five per cent) or more of the total Equity of the Concessionaire; or
- (b) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him, shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Concessionaire without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavor to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause 5.3.2:

- (i) the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Concessionaire;
- (ii) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and
- (iii) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the Equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.



Obligations relating to employment of foreign nationals

Construction of 4-Laning with Paved Shoulder of Bijni to Mandi Section from existing Km 202.815 to Km 208.000 of NH-101 (New NH-154) (Design Length 5.357 Km) including construction of Twin Tube Tunnel for a length of 3.500 Km of Patsankh to Mandi under NH(O) in Himachal Pradesh on Hybrid Annuity Mode basis (Package-VB)

परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना/कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED

NIRJA KUMARI
 NOTARY PUBLIC
 Dist. Mandi (H.P.)



23

The Concessionaire acknowledges, agrees and undertakes that employment of foreign personnel by the Concessionaire and/or its contractors and their subcontractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Concessionaire and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Concessionaire or any of its contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Concessionaire from the performance and discharge of its obligations and liabilities under this Agreement.

5.5 Obligations relating to employment of trained personnel

The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective function

5.6 Facilities for differently abled and elderly persons

The Concessionaire shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the differently abled and for elderly persons using the Project.

5.7 Branding of Project

The Project or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders. The Concessionaire undertakes that it shall not, in any manner, use the name or entity of the Project to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business. For the avoidance of doubt, it is agreed that the Concessionaire may display its own name at a spot where other public notices are displayed for the Users. It is further agreed that the Project shall be known, promoted, displayed and advertised by the name of Four laning with Paved Shoulder of Bijni to Mandi section including construction of Twin Tube Tunnel for a length of 3.500 Km of Pathankot-Mandi.

5.8 Sole purpose of the Concessionaire

The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

5.9 Obligations relating to Local Content

The Concessionaire [Class I Local Supplier / Class II Local Supplier/ Non Local Supplier] undertakes to ensure minimum Local Content in the Project Highway of atleast [50%/ 20%] duly complying with the provisions of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India Order No. P-45021/2/2017- PP (BE-II) dated September 16, 2020, as amended or modified till Bid Due Date and the provisions under Rule 144 (xi) of GFR, 2017.

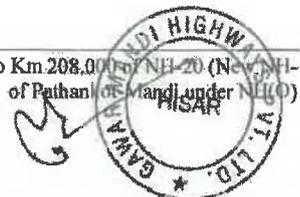


Construction of 4-Laning with Paved Shoulder of Bijni to Mandi Section from existing Km 202.815 to Km 208.00 for NH-20 (NH-154) (Design Length 5.357 Km) including construction of Twin Tube Tunnel for a length of 3.500 Km of Pathankot-Mandi under NH(O) in Himachal Pradesh on Hybrid Annuity Mode basis (Package-VB) 16

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई नण्डी
PIU Mandi

ATTESTED

NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)



24

ARTICLE 12

CONSTRUCTION OF THE PROJECT

12.1 Obligations prior to commencement of construction

In addition to its obligations of maintaining the Project Highway during the Development Period, prior to commencement of Construction Works, the Concessionaire shall:

- submit to the Authority and the Independent Engineer its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Project in accordance with the Project Completion Schedule as set forth in Schedule-G;
- Appoint its representative duly authorized to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;
- undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, Applicable Laws and Applicable Permits; and
- Make its own arrangements for quarrying and procurement of materials needed for the Project under and in accordance with Applicable Laws and Applicable Permits.

12.2 Drawings

In respect of the Concessionaire's obligations relating to the Drawings of the Project as set forth in Schedule-H, the following shall apply:

- The Concessionaire shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, 3 (three) copies each of all Drawings to the Independent Engineer for review.
- By submitting the Drawings for review to the Independent Engineer, the Concessionaire shall be deemed to have represented that it has determined and verified that the design and engineering, including the field construction criteria related thereto, are in conformity with the Scope of the Project, Specifications and Standards, Applicable Laws and Good Industry Practice.
- Within 15 (fifteen) days of the receipt of the Drawings, the Independent Engineer shall review the same and convey its observations to the Concessionaire with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Concessionaire shall not be obliged to await the observations of the Independent Engineer on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue Construction Works at its own discretion and risk.
- If the aforesaid observations of the Independent Engineer indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Concessionaire and resubmitted to the Independent Engineer for review. The Independent Engineer shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings.
- No review and/or observation of the Independent Engineer and/or its failure to review and/or convey its observations on any Drawings shall relieve the Concessionaire of its obligations



परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED
 NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

Construction of Laying with Paved Shoulder of Bijni to Mandi Section from existing Km 202.815 to Km 208.500 of NH-20 (New NH-154) (Design Length 5.357 Km) including construction of Twin Tube Tunnel for a length of 3.500 Km of Pathankot-Mandi Section Under NH(O) Himachal Pradesh on Hybrid Annuity Mode basis (Package-VB)

32



25

93
ANNEXURE A-2

Government of India

Ministry of Environment, Forest and Climate Change

Regional Office, Chandigarh (Sub-office Shimla) Himachal Pradesh



Online Proposal No.: FP/HP/ROAD/440879/2023



Dated: 14/03/2025

To,

Additional Chief Secretary (Forest)
Himachal Pradesh Government
Armsdale Building, Shimla
(Email:-forestsecy-hp@nic.in)

Subject:

Diversion of 7.7913 ha of forest land in favour of NHAI for the construction of 4-Laning with Paved Shoulder of Bijni to Mandi Section from Existing KM 202.815 To Km 208.000 of NH-20 (New Nh-154) (Design Length 5.357 Km) including Construction of Twin Tube Tunnel for a length Of 3.500 KM of Pathankot-Mandi under NH(O) in Himachal Pradesh on Hybrid Annuity Mode Basis (Package-VB), within the jurisdiction of Mandi Forest Division, Distt. Mandi, Himachal Pradesh.-reg.

Sir/Madam,

Kindly refer to the subject cited above and letter under reference for seeking prior approval in accordance with section 2 of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 for diversion of 7.7913 ha of forest land for non-forestry purpose. In this proposal, *In-principle approval* was granted by this office's letter of even number dated 18.11.2024, whose compliance report was received through State Government's Stage-I Compliance report dated 22.02.2025. After careful examination of the received compliance, I am directed to convey *Final Approval* for the above-mentioned project, subject to the following conditions:

1. General Conditions

S. No	Conditions
1.1	1. Legal status of the forest land shall remain unchanged. 2. The number of trees/plants to be felled shall not in any way exceed the number indicated in the proposal and no harm shall be done to the wildlife during felling of trees. The felling of trees/plants will be carried out under the strict supervision of the State Forest Department and the amount spent on felling of trees/plants will be deposited by the user agency to the State

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

ATTESTED

NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

S. No	Conditions
	<p>Forest Department.</p> <ol style="list-style-type: none"> 3. As per the proposed CA Scheme, Compensatory afforestation (CA) shall be taken up by the State Forest Department over degraded forest land in 5 ha, Survey/compartments No.-H43E2, Hataun/Deod DPF, Badar Block, Panarsa Forest Range, 3.5826 ha, in compartment No-H43E2, DPF Banouli/Guhi, Badar Block, Panarsa Forest Range, 5 ha in compartment No-H43E2, Wasan DPF, Rehardhan Block, Mandi Forest Range, 02 ha, Compartment No. H43E2, Bhuli DPF, Rehardhan Block, Mandi Forest Range, Mandi Forest Division, District-Mandi at the cost of the user agency. The Plantation shall be done within one year from the date of issue of approval. As far as possible, a mixture of local indigenous species shall be planted and monoculture of any species shall strictly be avoided. 4. The Divisional Forest Officer shall ensure that the approved CA will not be changed without the approval of Competent Authority. 5. The Nodal Officer (State CAMPA) Authority shall ensure that the funds under State CAMPA will be released to Divisional Forest Officer as per approved CA scheme. 6. The State Government shall upload the KML files of the degraded forest area accepted for raising compensatory afforestation in the <i>E-Green watch portal of FSI</i>, before handing over of forest land to the user agency. 7. The initial permission will be given to this proposal for 99 years. After that the permission shall again be obtained from the Government of India. The period of diversion under this approval shall be co-terminus with the period of lease to be granted in favor of the user agency or the project life, whichever is less. 8. The forest land shall not be used for any purpose other than that specified in the proposal. 9. The user agency shall pay additional amount of NPV as and when increased by the order of Hon'ble Supreme Court and the State Government will ensure that the increased amount is deposited. 10. No kind of damage will be done to the adjoining forest land. Simultaneously, all efforts will be made to save adjoining forest and forest land. 11. The forest land proposed to be diverted shall, under no circumstances, be transferred to any other agency, department, or person without approval of the Central Government. 12. The layout plan of the proposal shall not be changed without prior approval of Central Government. 13. The boundary of the diverted forest land shall be suitably demarcated on ground at the project cost, as per the directions of the concerned Divisional Forest Officer. 14. The user agency shall carry out muck disposal at pre-designated sites as per the scheme approved. 15. Any other condition may be stipulated by this regional office from time to time, in the interest of conservation, protection and development of forests & wildlife. 16. User Agency shall obtain Environmental Clearance as per the provisions of the Environmental (Protection) Act, 1986, if applicable. 17. Violation of any of these conditions will amount to violation of Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 and action would be taken as per para 1.16 mentioned in the consolidated guidelines and clarifications on Van (Sanrakshan Evam Samvardhan) Adhiniyam,

27

S. No	Conditions
	<p>1980 and Van (Sanrakshan Evam Samvardhan) Rules, 2023, issued by Ministry of Environment, Forest and Climate Change (MoEF&CC).</p> <p>18. It will be the responsibility of the State Government/User Agency to obtain all other prior approvals/clearances under all other relevant Acts/Rules/ Court's Rulings/instructions, etc., including environmental clearance, as applicable to this proposal.</p>

2. Standard conditions

3. Specific Conditions

S. No	Conditions
3.1	<p>1. The Ministry may suspend/cancel this approval if the implementation of any of the above conditions is not satisfactory. The State Government will ensure compliance of these conditions through the Forest Department.</p> <p>2. This final approval is subject to the final outcome wrt Hon'ble Supreme Court Orders in the CWP (C) No 1164/2023 dated 3.2.2025 & 4.3.2025.</p>

Copy To

Sd/-
Raja Ram Singh
DIGF (C)

Your's faithfully

- Inspector General of Forests (ROHQ), Ministry of Environment, Forest and Climate Change, Indira Paryavaran Bhawan, Jorbagh Road, Aliganj, New Delhi. (E-mail: ramesh.pandey@nic.in).
- Nodal Officer-cum-Additional Principal Chief Conservator of Forests (FCA), Government of Himachal Pradesh, Forest Department, Talland, Shimla (E-mail: nodalfcahp@yahoo.com).
- Divisional Forest Officer, Mandi Forest Division, District Mandi, Himachal Pradesh (E-mail: head-fordivman-hp@hp.gov.in)
- Project Director, National Highway Authority of India (Ministry of Roads Transport & Highways) PIU-PALAMPUR, Office 1st & 2nd Floor Dyalji Niwas, Opp. Govt. Primary School Chimbhalhaar, Palampur (HP) (E-mail :- pdpiupalampur@gmail.com).

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

ATTESTED

NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

Signed by
Raja Ram Singh
Date: 14-03-2025 17:22:44
Reason: Verified and
signed



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार

National Highways Authority of India

(Ministry of Road Transport and Highways, Govt. of India)

NHAI PIU-Mandi, Bagia Muhal Chakkar P.O. Nagchala, Teh. Balh, Distt. Mandi, Pin - 175021

Email: mandi@nhai.org ; pd.mandipi@gmail.com | Phone: 01905-246383



NHAI/PD/PIU-Mandi/2024-25/B-M/VB/Gawar/153/194

22, Apr, 2025

To

Independent Engineer, M/s Centro de Estudios De Materials Y Control De Obra, SA (CEMOSA), In association with M/s Introsoft Solution, Vill. Sambal, PO Bijni, Tehsil Sadar, Distt. Mandi (HP)	Authorized signatory M/s Gawar Mandi Highway Private Limited.
--	--

Sub: Construction of 4L+PS of Bijni to Mandi Section from Km 202.815 to Km 208.00 of NH- 20 (NH-154) Design Length 5.375 Km) including construction of twin tube tunnel for a length of 3.5 Km of Pathankot-Mandi under NH (O) in the State of Himachal Pradesh on HAM basis (Package-VB): **Minutes of Meeting of 1st Kick-Off meeting held on 22 Apr 2025 @ 10:30 AM.**

Project review meeting was held under the chairmanship of the project Director, PIU-Mandi at PIU Office along with the all stake holders on dated 22.04.2025 in adherence to the NHAI Policy Guidelines No. 10.2.34/2024 dated 10.01.2024.

2. The Minutes of Meeting (MoM) of 1st Kick-Off meeting is enclosed herewith for your information and strict compliance please.

With Regards,


(Varun Chari)
Project Director

Encl. As above.

Copy to:

- i/c Chief General Manager (T), HP, NHAI HQ New Delhi.
- The Regional Officer, NHAI Shimla (HP)
- Sh. Hemant Kumar, KPMG (kpmg.gmc@nhai.org)


परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी

PIU Mandi

प्रधानकार्यालय: जी-5 एवं 6, सेक्टर-10 द्वारका, नई दिल्ली-110075
Head Office: G-5&6, Sector-10, Dwarka, New Delhi - 110075

ATTESTED


NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

29

Agendas of Kickoff meeting

Para No. as per SOP	Details of discussion	Status	Minutes of 1 st Kick –off meeting	Target date
5.2 (A)[i]	Design & Drawing: Finalizing SOP/Checklist for submission and review of Design and Drawings	SOP is being adopted in line with SOP of Data Lake portal for Design and Drawing submissions.	IE has approved SOP as per Data lake. IE closely monitor SOP and adhere to timelines for approval as per CA provisions. Project Director, PIU Mandi instructed the Concessionaire/IE to submit the check list within 15 days.	07 th May 2025
5.2 (A)[ii]	Design & Drawing: Sequence of submission and corresponding review of Designs & Drawings	DPR for Highway and Structure Survey Data Plan & Profile TCS Test Pile Geotechnical Investigation Reports Traffic Analysis Report Pavement Design Report Foundation drawings for all structures	Independent Engineer has submitted that 70% design & drawings submitted by Concessionaire and reviewed & approved by IE. The Concessionaire submitted that there is no pendency at IE level & work is progressing as per schedule.	07 th May 2025

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

ATTESTED

NIRJA KUMARI
NOTARY PUBLIC
Distt, Mandi (H.P.)

30

Agendas of Kickoff meeting

Para No. as per SOP	Details of discussion	Status	Minutes of 1 st Kick -off meeting	Target date
5.2 (A)[iii]	Design & Drawing: The Schedule shall be devised in such a way to complete the approvals before AD+3 Months in EPC Projects and AD+6 Months in HAM Projects.	All Design and Drawings is being finalized & approved within stipulated stated time frame (AD+6 months)	Project Director, PIU Mandi instructed the Concessionaire to submit remaining Design and Drawings within 10 days time excluding miscellaneous drawing.	02 nd May 2025
5.2 (A)[iv]	Design & Drawing: Alternative / Innovative Materials / Technology proposed for use in the Project.	Concessionaire is adopting to implement the latest technology in line with scope of work as defined in Schedule-B of concession agreement.	Concessionaire informed that no innovative Technique is being used in the project. PD Mandi suggested Concessionaire to adopt alternative/innovative material/technology on some sections.	-
5.2 (A)[v]	Design & Drawing: Design principles involving broad parameters like FRL, HFL, Catchment Area, Velocity of stream, Scour level, Discharge, requirement of additional Structures/CD works and Soil parameters based on Geo-tech investigations.	Concessionaire Designing the structure on basis of Hydrological Data.	The Concessionaire informed that they are in process to collect data from respective authorities as well as from DPR consultant appointed for river protection works. The Project Director, PIU Mandi, has instructed the Concessionaire to: 1. Submit High Flood Level (HFL) and hydrological data to the Independent Engineer's office within 10 days for the design of	02 nd May 2025

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

ATTESTED

NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

31

Agendas of Kickoff meeting

Para No. as per SOP	Details of discussion	Status	Minutes of 1 st Kick –off meeting	Target date
5.2 (A)[vi]	Design & Drawing: Variations from the provisions of Schedule B and C broadly identified.	a) Changes in span arrangements of structures (MNB & MJB) due to feasibility and optimize the design of structure in accordance with latest design codes due to site conditions. b) Tunnel length increased 211 mtr from Schedule -B	Project Director, PIU Mandi instructed the Concessionaire & IE to submit the detailed justification alongwith financial implication against the change of scope proposal within 15 days. Simultaneously, DPR consultant may also be requested to submit comments on the COS.	7th May 2025
5.2 (B)[i]	Other Agendas: Identification of critical sections / bottlenecks of the project for prioritization in Work Programme.	Procurement of ROW/Encumbrance free Land, Support of local administrations. Status of Hindrances has already been submitted to Authority at the time of AD declaration. The supervision charges have been approved by the competent authority and funds has been deposited to HPSEBL Pandoh ,HPSEBL Mandi-ii & Mandi -III on	The Concessionaire submitted that progress of compensation disbursement is satisfactory & there is no hindrance to execute project work as per work program. The Project Director, PIU Mandi, has instructed the Concessionaire and Independent Engineer to	20 th Sept 2025

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

ATTESTED

NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

32

Agendas of Kickoff meeting				
Para No. as per SOP	Details of discussion	Status	Minutes of 1 st Kick-off meeting	Target date
5.2 (B)[i]	Other Agendas: Identification of critical sections / bottlenecks of the project for prioritization in Work Program.	Requirement of Land on Lease near Portal-02 for dumping site	Project Director, PIU Mandi instructed the Concessionaire, that letter submitted by Concessionaire for requirement of land on lease near Portal-02 for dumping site same has been sent to the concerned department for further necessary action. Furthermore Project Director, PIU Mandi has directed the Concessionaire & IE to ensure that all the dumping material or muck generated during the construction of project will be dispose off in only approved dumping location. Any illegal dumping along the project site will be considered misconduct and will attract strict action including suspension of work."	-

परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना/कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED

NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

33

Agendas of Kickoff meeting

Para No. as per SOP	Details of discussion	Status	Minutes of 1 st Kick –off meeting	Target date
5.2 (B)[ii]	<p>Other Agendas:</p> <p>Structure of Baseline Work Programme with Schedule of submitting the revised program during the execution. Features of Work Programme are as below:</p> <p>Project Management Tool / Software for developing and submitting the Baseline Programme to be finalized during the meeting (Tilos, Primavera or Equivalent).</p> <p>The order in which the Contractor intends to carry out the Works, including the anticipated timing of design and stages of Works.</p> <p>Resource Mapping (Manpower, Machinery and required financial inputs) with all the activities.</p> <p>Network based programme with Critical Path.</p> <p>The sequence and timing of inspections and tests of critical activities as per the requirement of Codal provisions.</p> <p>Particulars for the pre-construction reviews and for any other submissions, approvals and consents as required in the Agreement.</p> <p>Micro-level programme with resource mapping for every 2/5 Km stretch and Major Structures in the Project</p>	<p>Construction Work programme is enclosed by using Project Management Tool i.e. Primavera.</p> <p>Resources mapping shall be furnished shortly.</p> <p>Cash flow copy is enclosed herewith.</p> <p>Lab program shall be submitted.</p>	<p>Project Director, PIU Mandi instructed the Concessionaire, to submit the resource based work Program (manpower, machinery etc.) along with QAP within 15 days to IE office after finalization of schedule G.</p>	07 th May 2025

परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED

NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

34

Agendas of Kickoff meeting

Para No. as per SOP	Details of discussion	Status	Minutes of 1 st Kick – off meeting	Target date
5.2 (B)[iii]	Other Agendas: Formats / Modalities of Quality Assurance Plan, Methodology, Traffic Management Plan, Environment Management Plan etc. to be submitted by the Contractor / Concessionaire	Construction Method Statement QAP EMP SHE Plan Traffic Management Plan has been submitted to IE	Project Director, PIU Mandi instructed the Concessionaire, to submit the QAP & subjected documents within 15 days & safety measure to be implemented at the site as per IRC SP:55	07 th May 2025
5.2 (B)[iv]	Other Agendas: COS works identified by the Contractor / Concessionaire to be reviewed(to be discussed considering Appendix-01)	COS for Change in Length of Tunnel (Amounting,35,47,64,220)h as been submitted to PIU Mandi dated 11.04.2025 for further necessary action.	Project Director, PIU Mandi instructed the Concessionaire & IE to submit the detailed justification alongwith financial implication against the change of scope proposal within 15 days. Simultaneously, DPR consultant may also be requested to submit comments on the COS.	07 th May 2025

Wdr

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

ATTESTED

NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

35

Agendas of Kickoff meeting

Para No. as per SOP	Details of discussion in previous meeting	Original Target date	Points discussed (Yes / No)	Details of discussion in current meeting	Actions required as per the discussion in current meeting	Revised Target date
Appendix-2	<p>Hindrance Register Baseline Hindrance Register shall be prepared on the day of signing of Joint Memorandum. The same shall be maintained at Site to record the following:</p> <p>a. Removal of existing hindrances. b. Development of any encumbrances. c. new hindrance due to public resistance / COS / Court cases etc.</p> <p>These details should be jointly signed off, duly mentioning the date of inclusion and removal. Any update shall be supported through geo-referenced video with date and time stamp.</p> <p>Note: The Baseline Work Programme shall be updated every month as per the updated Hindrance Register (Impacted on Project Management Tool) to assess its impact on the Critical Path and overall Project Completion Schedule and shall be included in the MPR.</p>					
1	Status of Forest Clearance			Stage -1 approval on dated 18.11.2024(proposal no. FP/HP/ROAD/440879/2023) Stage -2 approval on dated 14.03.2025(proposal no. FP/HP/ROAD/440879/2023)		
2	Status of Environmental Clearance			Not Required		
3	Status of Permits and Licences			In process and will be submitted to IE within a week.		
4	Status of mobilization of Safety and Proof Consultant by CO			Yet to be appointed.		
5	Status of Laboratory establishment			Lab Establishment completed and calibration is in progress.		
6	Status of Mobilization of Key Experts by AE/IE		Done			
7	DPR Consultant: a. Presence of DPR Consultant during Kick-off Meeting b. Comments of DPR Consultant on every agenda					

ml

परियोजना निदेशक Project Director,
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

ATTESTED

Nirja Kumari
NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

36

Agendas of Kickoff meeting

Para No. as per SOP	Details of discussion in previous meeting	Original Target date	Points discussed (Yes / No)	Details of discussion in current meeting	Actions required as per the discussion in current meeting	Revised Target date
Appendix-2	<p>Hindrance Register Baseline Hindrance Register shall be prepared on the day of signing of Joint Memorandum. The same shall be maintained at Site to record the following:</p> <p>a. Removal of existing hindrances. b. Development of any encumbrances. c. new hindrance due to public resistance / COS / Court cases etc.</p> <p>These details should be jointly signed off, duly mentioning the date of inclusion and removal. Any update shall be supported through geo-referenced video with date and time stamp.</p> <p>Note: The Baseline Work Programme shall be updated every month as per the updated Hindrance Register (Impacted on Project Management Tool) to assess its impact on the Critical Path and overall Project Completion Schedule and shall be included in the MPR.</p>					
8	Status of Material approval			Major material (Cement, Steel, Aggregate, Admixture) has been approved .		
9	Plan/ Profile/ OGL Register			Approved		
10	Mobilization of Manpower and Machinery			Done		



परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

ATTESTED


NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

37

Agendas of Kickoff meeting

Additional Agenda items to be discussed

1	Geometric design of highway with reduces speed	Original Target date	Points discussed (Yes / No)	Details of discussion in current meeting	Actions required as per the discussion in current meeting	Revised Target date
Comments	No additional speed reduction adopted apart from already considered in Schedule-D			Independent Engineer confirms that there is further no change in schedule D.		
2	Traffic survey for design of pavement	Original Target date	Points discussed (Yes / No)	Details of discussion in current meeting	Actions required as per the discussion in current meeting	Revised Target date
Comments	Done			Latest traffic survey should be done in presence of IE before design of pavement.		5 th May 2025
3	Regarding the religious/CPR structures falling within PROW	Original Target date	Points discussed (Yes / No)	Details of discussion in current meeting	Actions required as per the discussion in current meeting	Revised Target date
Comments	Art Gallery (Statue or idol)			Status or idol near Art gallery can be considered as CPR structures.		
4	Additional Suggestions	Original Target date	Points discussed (Yes / No)	Details of discussion in current meeting	Actions required as per the discussion in current meeting	Revised Target date
Comments						

परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED

NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

38

Actual LA Status

Description	Details	Remarks
Total requirement of land	13.4977 Hect.	
3(A) notified	15.6096 Hect.	
3(D) notified	13.4977 Hect.	
3(G) notified	4.1664 Hect.	
Amount deposited till date	60.70 Cr.	
Amount disbursement	46.04 Cr.	

परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना/कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED
 NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

39

Sr. No.	Design & Drawing Details	Submitted vide letter no.	Approved vide letter no
1	Review of portal primary support system	GMHPL/IE/CEMOSA/2024/041 dated 07-11-2024	CEMOSA/GMHPL/PKG-VB/IE-HP/2024/039 dated 08.11.2024
2	Review of the Revised Design & Drawings of Primary Support system for Portal section & Slope Protection at Portal P-2	GMHPL/IE/CEMOSA/2024/67 dated 18/11/2024 GMHPL/IE/CEMOSA/2024/73 dated 20/11/2024	CEMOSA/GMHPL/PKG-VB/IE-HP/2024/44 dated 25.11.2024
3	Review of Revised submission of Tunnel Typical Cross-section of Tunnel, Cross Passage and Lay bye along with the Compliance as per clause - 12.2 (a) of the Concession Agreement .	GMHPL/PD/NHAI/2024/096 dated 11.12.2024	CEMOSA/GMHPL/PKG-VB/IE-HP/2025/064 dated 21.12.2024
4	Review of submission of MCW revised Plan and Profile and Alignment (R-3)	GPHPL/GGM/2024-25/F-585/27 dated 16.01.2025	CEMOSA/GMHPL/PKG-VB/IE-HP/2025/083 dated 23.01.2025
5	Regarding Review of Revised Submission Design & Drawings of Slope Protection at Portal P1 with the Compliance as per clause -12.2 (a) of the Concession Agreement.	GMHPL/IE/CEMOSA/2024/142 dated 20/01/2025	CEMOSA/GMHPL/PKG-VB/IE-HP/2025/086 dated 27.01.2025
6	Review of Design & drawing of 2 Nos. MNB, 1 No. VOP and 4 nos. Box Culverts	GPHPL/GGN/2024-25/F-585/274 dated 04.02.2025	CEMOSA/GMHPL/PKG-VB/IE-HP/2025/103 dated 12.02.2025
7	Submission of the Revised Design & Drawings of Primary Support of Rock Class-III, IV & V for Main Tunnel as per Clause-12.2(d) of the Concession Agreement.	GMHPL/IE/CEMOSA/2025/232 dated 22.03.2025	CEMOSA/GMHPL/PKG-VB/IE-HP/2025/126 dated 25.03.2025
8	Review of Revised Design & drawing for Minor Bridge at Ch. 183+208	GPHPL/GGN/2025-26/F-585/45 dated 26.03.2025	CEMOSA/GMHPL/PKG-VB/IE-HP/2025/144 dated 04.04.2025
9	Review of Revised Design & drawing of GAD & substructure for Minor Bridge at Ch. 183+577.	GPHPL/GGN/2025-26/F-585/48 dated 31.03.2025	CEMOSA/GMHPL/PKG-VB/IE-HP/2025/145 dated 04.04.2025
10	Review of Design & drawing Box Culverts (1x2x2) – PRE CAST.	GPHPL/GGN/2025-26/F-585/01 dated 01.04.2025	CEMOSA/GMHPL/PKG-VB/IE-HP/2025/163 dated 09.04.2025

परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED

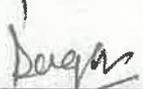
NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

**Attendance Sheet of 1st Kick Off Meeting Under Chairmanship of Project Director
PIU-Mandi**

Date: 22.04.2025

Project Name: Project : Construction of 4-Laning with Paved Shoulder of Bijni to Mandi Section from existing Km 202.815 to Km 208.000 of NH-20 (New NH-154) (Design Length 5.357 Km) including construction of Twin Tube Tunnel for a length of 3.500 Km of Pathankot-Mandi under NH (O) in Himachal Pradesh on Hybrid Annuity Mode basis (Package-VB).

A kick off meeting held under the chairmanship of Project Director, PIU Mandi on 22.04.2025 at PIU Mandi office in adherence to the NHAI Policy Guidelines No. 10.2.34/2024 dated 10.01.2024. The following participants were present:

Sr. No.	Authority	Name	Designation	Signature
01	Independent Engineer	Mr. Rajiv Nayanam	Vice President	
02	Independent Engineer	Mr. Sanjay Kumar Singh Baghel	Team Leader	
03	Independent Engineer	Mr. Himanshu Kapoor	Resident Engineer	
04	Concessionaire	Mr. Vikas Nagar	General Manager	
05	Concessionaire	Mr. Ramesh Chandra Singh Rawat	Sr. General Manager	
06	Concessionaire	Mr. Praveen Kumar	Project Manager	
07	Safety Consultant	Mr. Inderjeet Ghai	Safety Consultant	(Through VC)
08	DPR Consultant	Mr. Gaurav	General Manager	(Through VC)

scrubbed - 16/15



परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highways Authority of India
परियोजना/कार्यालय इकाई मन्त्री
PIU Mandi

ATTESTED


NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

CEMOSA/GMHPL/PKG-VB/IE-HP/2025/ 125

Date: 24/03/2025

To,
The Authorized Signatory,
Gawar Mandi Highways Pvt. Ltd.
DSS-378, Sector 16-17,
Hisar-125001, Haryana
Email: gbmhpl.bijni@gmail.com

Subject: - Independent Engineer Services for Construction of 4-Laning with Paved Shoulder of Bijni to Mandi Section from existing Km 202.815 to Km 208.000 of NH-20 (New NH-154) (Design Length 5.357 Km) including construction of Twin Tube Tunnel for a length of 3.500 Km of Pathankot - Mandi under NH (O) in Himachal Pradesh on Hybrid Annuity Mode basis (Package-VB). **Regarding Site inspection of I.E. on dated 24.03.2025**

Dear Sir,

Please refer to the above mentioned subject In this regard a site visit was conducted by IE undersigned on dated 24.03.2025 and following observations were given below.

Maintenance of Existing Road:

During site visit, it has been observed that the concessionaire has not maintained the existing road in traffic worthy condition and it was also found that at some locations drain is not functional which needs to be clean on priority basis or make it functional for proper channelization of water to nearby culverts. As per clause 12.4 of Concession Agreement, the Concessionaire has to maintain the existing road in traffic worthy condition during the construction period.

In view of above Team Leader of this office directs the Concessionaire to take adequate steps as per Clause 12.4 of CA to maintain the Existing road in Traffic worthy condition

Dumping Yard -

During site visit it has been observed that Concessionaire has started the open excavation on proposed Portal area at both sides T-1 & T-2 and start dumping of material in the designated dumping yard. However, it was observed that material is dumped from the height due to which few materials / boulders falls outside the ROW.

In view of above Team Leader of this office strictly directed the Concessionaire to remove all the boulders and debris which falls outside the ROW and also directed to raise the height of wall to stop the dumping material inside the ROW.

Unsafe Hill side Cutting:

The concessionaire has initiated road trace cutting, there are structures outside the ROW on the hilltop. To ensure safety during excavation and construction, the concessionaire is directed to implement appropriate protection measures to safeguard, above said structures as per good industrial practice and Expedite protection work at this location before the upcoming monsoon season to mitigate risks. Also Prevent excavated material from slipping outside the ROW, considering the hilly terrain.

Proper Documentation & Record-Keeping:

The concessionaire is instructed to maintain all relevant site documentation. Additionally, third-party Inspection (TPI) certification for all machinery deployed at-site must be submitted for verification.

This is for your kind information and necessary action

Yours Truly

M/s Centro De Studios De Materials Y Control De Obra, SA. (CEMOSA) JV with G-Eng. Advisory services Pvt.Ltd. in association with Introsoft Solutions



Sanjay Kumar Singh Baghel
Team Leader and Senior Tunnel Expert

- CC: 1) The Project Director, NHAI, PIU- Mandi
2) CEMOSA JV with G-Eng. Advisory Services Pvt. Ltd. in association with Introsoft Solutions

Signature
परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

ATTESTED

Signature
NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार

National Highways Authority of India

(Ministry of Road Transport and Highways, Govt. of India)

NHAI PIU-Mandi, Bagia Muhal Chakkar P.O. Nagchala, Teh. Balh, Distt. Mandi, Pin - 175021

Email: mandi@nhai.org ; pd.mandipiu@gmail.com | Phone: 01905-246383

43 ANNEXURE A/11



NHAI/PD/PIU-Mandi/2026/Court case/VA&VB/36/ 3060

20th Jan, 2026

To

Independent Engineer, M/s Centro de Estudios De Materials Y Control De Obra, SA (CEMOSA), In association with M/s Introsoft Solution, Vill. Sambal, PO Bijni, Tehsil Sadar, Distt. Mandi (HP)	Authorized signatory M/s Gawar Mandi Highway Private Limited. DSS-378, Sector 16-17, Hisar-125005, Haryana
Independent Engineer, M/s Saptagon Asia Pvt. Ltd. JV with Voyants Solutions, in Association with Nu-Infra Engineering Pvt. Ltd. House No.145/1, Near D.C. Residence, Khaliyar, Mandi Town, Distt. Mandi (H.P)- 175001	Authorised Signatory, M/s Gawar Pathankot Highway Pvt. Ltd. Khewat no. 54/74, PO Kunnu Teshil Sadar, Distt. Mandi (HP) - 175012

Sub: (i) Construction of 4L+PS of Bijni to Mandi Section from Km 202.815 to Km 208.00 of NH- 20 (NH-154) Design Length 5.375 Km) including construction of twin tube tunnel for a length of 3.5 Km of Pathankot-Mandi under NH (O) in the State of Himachal Pradesh on HAM basis (Package-VB)

(i) Rehabilitation an Up-gradation to Two Lane with paved Shoulder configuration & Strengthening of Padhar to Bijni Section from Km 180.000 to Km 202.815 of NH- 20 (NH-154) Design Length 19.050 Km) of Pathankot-Mandi under NH (O) in the State of Himachal Pradesh on HAM basis (Package-VA): Show cause notice for dumping of muck at unauthorized location.

Ref: Order dated 06.01.2026 passed by the Hon'ble National Green Tribunal, Principal Bench, New Delhi in O.A. No. 565/2025 Pradesh & Ors.

WHEREAS, the National Green Tribunal (NGT), Principal Bench, New Delhi, by its order dated January 6, 2026, in Original Application No. 565/2025, has directed that M/s Gawar Mandi Highways Pvt. Ltd. shall specifically show-cause as to why exemplary environmental compensation be not imposed on them for violation of environmental norms;

AND WHEREAS, it has been established through the Joint Committee Report (dated January 1, 2026) that the Concessionaire has committed illegal dumping of muck at unauthorized places and also in authorized places without providing requisite environmental safeguards;

AND WHEREAS, the NGT has mandated compliance within one month from the date of the order;

"NHAI shall mentioned the steps taken for proper dumping of muck at designated places and also monitoring done to ensure that the muck is not dumped in the River and is properly dumped at designated dump site".

परियोजना कार्यालय, जी-5 एवं 6, सेक्टर-10 द्वारका, नई दिल्ली-110075

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
Head Office: G-5&6, Sector-10, Dwarka, New Delhi - 110075

National Highways Authority of India

परियोजना / कार्यन्वयन इकाई मण्डी

PIU Mandi

ATTESTED
NIRAJ KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार

National Highways Authority of India

(Ministry of Road Transport and Highways, Govt. of India)

NHAI PIU-Mandi, Bagla Muhal Chakkar P.O. Nagchala, Teh. Balh, Distt. Mandi, Pin - 175021

Email: mandi@nhai.org ; pd.mandipiu@gmail.com | Phone: 01905-246383



As per Clause 12.1(c) of the Concession Agreement, it is the obligation of the Concessionaire, prior to the commencement of construction, to:

"undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, Applicable Laws and Applicable Permits."

As per Schedule-E of the Concession Agreement, the Concessionaire shall obtain, any other permits or clearances required under applicable laws on or before the Appointed Date:

WHEREAS, on various kick off meetings held for the subjected projects at Member level, CGM level, RO level & PIU level, it is always directed the concessionaire and IE has been directed to ensure that all the dumping material or muck generated during the construction of project shall be dispose off at only approved dumping location.

In addition to the above, the Concessionaire & IE team has been directed to execute the work in consideration of proper muck disposal plan wherein as per THE WATER (PREVENTION AND CONTROL OF POLLUTION) ACT, 1974, the protection of dumping/muck disposal site is imperative to avoid any spillage or outflow of muck. Concessionaire & IE has been directed to emphasized on the need for proper protection work at the dumping site upon completion of dumping activities. The stabilization measure of dumping sites also includes the execution of vegetation work to restore the site's ecological balance and enhance its visual.

However, from the report of NGT, it is observed that you have failed to take action for proper dumping and illegal dumping noticed causing adverse action by Hon'ble NGT.

In view of the above, you are hereby called upon to show cause within 03 (three) days of receipt of this notice as to why action, as per the provisions of the Concession Agreement, should not be initiated for non-compliance of directions and failure to discharge contractual duties.

This notice is issued without prejudice to any other rights or remedies available to the Authority under the Concession Agreement or any applicable law.

Encl. As above.


Project Director
NHAI, PIU-Mandi

Copy to: Regional Officer, NHAI Shimla (H.P)

परियोजना निदेशक Project Director

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

National Highways Authority of India

परियोजना / कार्यन्वयन इकाई, मंडी

PIU Mandi

Head Office: G-5&6, Sector-10, Dwarka, New Delhi - 110075

जी-5 एवं 6, सेक्टर-10 द्वारका, नई दिल्ली-110075



GAWAR MANDI
Highways Pvt Ltd

45

ANNEXURE A/113
GAWAR MANDI HIGHWAYS PRIVATE LIMITED

DSS – 378, Sector 16-17, Hisar – 125001 (Haryana)

Ph.: (01662) 246117 / 250361

Mob.: +91 7303504555

Fax: (01662) 248885

E-mail: gcl@gawar.in

CIN: U42101HR2023PTC116547

Ref : GMHPL/2025-26/F-585/92

Dated : 27.01.2026

To

The Project Director
National Highways Authority of India,
PIU-Mandi
Bagla Muhal Chakkar P.O. Nagchala,
Teh. Balh, District Mandi, Pin - 175021

Subject :

- i) **Construction of 4L+PS of Bijni to Mandi Section from Km 202.815 to Km 208.00 of NH- 20 (NH-154) Design Length 5.375 Km) including construction of twin tube tunnel for a length of 3.5 Km of Pathankot-Mandi under NH (O) in the State of Himachal Pradesh on HAM basis (Package-VB).**
- ii) **Rehabilitation an Up-gradation to Two Lane with paved Shoulder configuration & Strengthening of Padhar to Bijni Section from Km 180.000 to Km 202.815 of NH- 20 (NH-154) Design Length 19.050 Km) of Pathankot- Mandi under NH (O) in the State of Himachal Pradesh on HAM basis (Package-VA): Show cause notice for dumping of muck at unauthorized location.**

Ref:

- i) NHA/PIU-Mandi/2026/Court case/VA&VB/36/3060 dated 20.01.2026.
- ii) Order dated 06.01.2026 passed by the Hon'ble National Green Tribunal, Principal Bench, New Delhi in O.A. No. 565/2025 Pradesh & Ors.

Sir,

Kindly refer your letter dated 20.01.2026 under reference (i).

1. In this regard, it is submitted that the above said work was allotted to M/s Gawar Construction Limited (GCL) on dated 16.10.2023 on HAM Basis. As per provisions of the Agreement, GCL formed an SPV namely Gawar Mandi Highways Private Limited (GMHPL). The SPV further appointed GCL as its EPC Contractor vide EPC Agreement dated 03.02.2025. The Appointed Date of the project was declared as 18.03.2025. As per provisions of the EPC Agreement (which is duly vetted by NHA) and is part of the financial documents under clause 5.4 between the SPV and GCL

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi



ATTESTED
NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

46

- the EPC Contractor (i.e. GCL) further sub-contracted the work to M/s Bharat Constructions (India) Private Limited (BCIPL) under intimation to the Employer (Gawar Mandi Highways Private Limited), Employer's Representative and Lenders. Further as per provisions of the Sub-Contract Agreement dated 07.03.2024 between GCL and BCIPL, the Sub-Contractor is responsible for execution of work according to the rules and regulations. As per Clause 32, 39,44, 45 and 48 of the Sub-Contract Agreement, BCIPL will ensure compliance with all rules and regulations, comply with all applicable health and environment safety regulations, arrangement of dumping yard and other compliances.
2. We agree that as per Concession Agreement, it is the obligation of the Concessionaire for all compliances and obtain, any other permits or clearances required under applicable laws. All such compliances and permissions have been obtained.
 3. It is further submitted that the site as mentioned by the Hon'ble National Green Tribunal (NGT), Principal Bench, New Delhi, by its order dated January 6, 2026, in Original Application No. 565/2025, relates to the project "**Construction of 4L+PS of Bijni to Mandi Section from Km 202.815 to Km 208.00 of NH- 20 (NH-154) Design Length 5.375 Km) including construction of twin tube tunnel for a length of 3.5 Km of Pathankot-Mandi under NH (O) in the State of Himachal Pradesh on HAM basis (Package-VB).**"
 4. As per the Joint Committee Report at page no. 2&3, it has also been clarified that the reach falls in project section, "**Construction of 4 Laning with Paved Shoulder of Bijni Mandi Section from KM 202.815 To KM 208.00 of NH-20 (New 154) (Design length 5.357) including construction of Twin Tube tunnel for a length of 3.5 KM of Pathankot Mandi Under NH(O) in the Himachal Pradesh on Hybrid Annuity Mode Basis (Package-VB)**". The Letter of Award issued by National Highways Authority of India to M/s Gawar Construction Ltd, SF-01, JMD Galleria, Sector 48, Sohna Road, Gurgaon Haryana vide letter no. NHAI/Pathankot-mandi/Pkg-VB/HAM/HP/ 2022/RFP/efile 171894, dated 16.10.2023" is also for PKG-VB.

ATTESTED
NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highways Authority of India
परियोजना / कार्यान्वयन इकाई मण्डी
BIJ Mandi



47

5. It is clarified that muck was generated from Tunnel falling in Package VB and during the execution of the work by the Sub Contractor i.e. BCIPL, some muck has been dumped in reach of Package VA after providing protections. Due to heavy rains this year some of the muck overflowed from the protection being a steep slope. So practically this case relates to Package VB.
6. So, it is requested that the present case is for the project Section "Construction of 4 Laning with Paved Shoulder of Bijni Mandi Section from Km 202.815 To Km 208.00 of NH-20 (New 154) (Design length 5.357) including construction of Twin Tube tunnel for a length of 3.5 KM of Pathankot Mandi Under NH(0) in the Himachal Pradesh on Hybrid Annuity Mode Basis (Package-VB).

It is for your kind information please. The reply of Show Cause Notice shall follow.

M/s Gawar Mandi Highways Private Limited.

For GAWAR MANDI HIGHWAYS PVT. LTD.



Director

Director

CC: The copy of the above is forwarded to the following for information and necessary action please:

- i) Independent Engineer, M/s Centro de Estudios De Materials Y Control De Obra, SA (CEMOSA), in association with M/s Introsoft Solution, Vill. Sambal, PO Bijni, Tehsil Sadar, Distt. Mandi (HP).
- ii) Independent Engineer, M/s Saptagon Asia Pvt. Ltd. JV with Voyants Solutions, in Association with Nu-Infra Engineering Pvt. Ltd. House No.145/1, Near D.C. Residence, Khaliyar, Mandi Town, Distt. Mandi (H.P) – 175001 Distt. Mandi (HP).

परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED

NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)



48

GAWAR MANDI HIGHWAYS PRIVATE LIMITED

DSS- 378, Sector 16-17, Hisar -125005(Haryana)
 Ph:(01662)246117/250361
 Mob:+917303504555
 Fax:(01662)248885
 E-mail:gc@kawar.in
 E-Mail gmhplbijni@gmail.com

CIN : U42101HR2023PTC116547

GAWAR MANDI

Highway Pvt. Ltd.

Ref No. : Gawar Mandi /PKG-5B/Mandi/2025-26/ 500

28.01.2026

To
 Independent Engineer,
 M/s, CEMOSA in JV M/s, G Eng Advisory Service Pvt. Ltd.
 In Association with M/s Introsoft Solution,
 Mandi, Himachal Pradesh,
 E-Mail:ie.bijnimandi@gmail.com.

Subject: Construction of 4-Laning with Paved Shoulder of Bijni to Mandi Section from existing Km 202.815 to Km 208.000 of NH-20 (New NH-154) (Design Length 5.357 Km) including construction of Twin Tube Tunnel for a length of 3.500 Km of Pathankot-Mandi under NH (O) in Himachal Pradesh on Hybrid Annuity Mode basis (Package-VB). **REG : REPLY TO YOUR SHOW CAUSE NOTICE FOR DUMPING OF MUCK AT UNAUTHORIZED LOCATION .**

Ref. i. LOA letter No. NHAI/Pathankot-Mandi/Pkg-VB/HAM/HP/2022 dated 16.10.2023
 ii. Concession Agreement Dated 19 Nov-2023
 IE Letter iii. CEMOSA/GMHPL/PKG-VB/IE-HP/2025/805 dated 21.01.2026
 iv. MNHAI/PD/PIU-Mandi/2026/Court Case/VA&V5B/36/3060 dated 20.01.2026.
 v. CEMOSA/GMHPL/PKG-VB/IE-HP/2025/823 dated 27.01.2026

Dear Sir,

This is with reference to the Show Cause Notice received by us regarding alleged dumping of muck at an unauthorized location. In this regard, we respectfully submit the following facts for your kind consideration:

That on 06 August 2025, due to heavy monsoon rainfall, the approach road to Village Bihuli (Score Road) collapsed severely. As a result, the connectivity of Village Bihuli and adjoining habitations was completely disrupted, causing serious inconvenience and safety risks to the local public.

In order to restore immediate connectivity and ensure public safety, the affected area was first secured by adopting cautionary measures, including barricading and installation of safety tapes, to prevent any accident or mishap (photographs attached).

Thereafter, for stabilization of the damaged road, limited quantity of muck was placed solely for restoring the road formation and for preparation of the foundation of a retaining wall, which was necessary to prevent further scouring and erosion caused by rainwater. All such activities were carried out purely as an emergency protective measure to safeguard the existing road and reinstate village access.

It is respectfully clarified that:

- No muck has been dumped at any unauthorized location.
- The muck was used only for protection and stabilization of the existing road.
- The action was taken in public interest and to prevent further damage during the monsoon period.
-

Regd. Office: DSS-378, Sector 16-17, Hisar -125005 (Haryana) Ph: (01662) 246117, 250361, Fax (01662) 248885

परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मन्डी
 PIU Mandi

For Gawar Mandi Highways Pvt. Ltd.

Authorized Signatory

49

In view of the above facts, the allegation of illegal or unauthorized dumping is not tenable and may kindly be withdrawn. We request your good self to consider the circumstances and emergency nature of the work and drop the proceedings initiated vide the above-mentioned notice.

We shall remain fully cooperative and shall provide any further clarification or site inspection, if required.

Kindly take the above on record.

Thanking you,

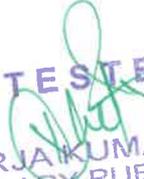
For Gawar Mandi highway Pvt. Ltd.

For Gawar Mandi Highways Pvt. Ltd.

(Authorized Signatory) Authorized Signatory

c.c. : Project Director, PIU-Mandi, NHAI. E-Mail : mandi@nhai.org.


परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi


ATTESTED
NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

on 06 August 2025, due to heavy monsoon rainfall, the approach road to Village Bihuli (Score Road) collapsed.



Asper the Direction given By Govt administration immediate barricading and protection work was provided.



[Handwritten signature]

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

For Gawar Mandi Highways Pvt. Ltd.

[Handwritten signature]
Authorized Signatory

ATTESTED

[Handwritten signature]
NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

51



For Gawar Mandi Highways Pvt. Ltd.

[Handwritten Signature]
 Authorized Signatory

[Handwritten Signature]
 परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना / कार्यपत्ररत इकाई मण्डी
 PIU Mandi

ATTESTED
[Handwritten Signature]
 NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).

MUCK DISPOSAL PLAN

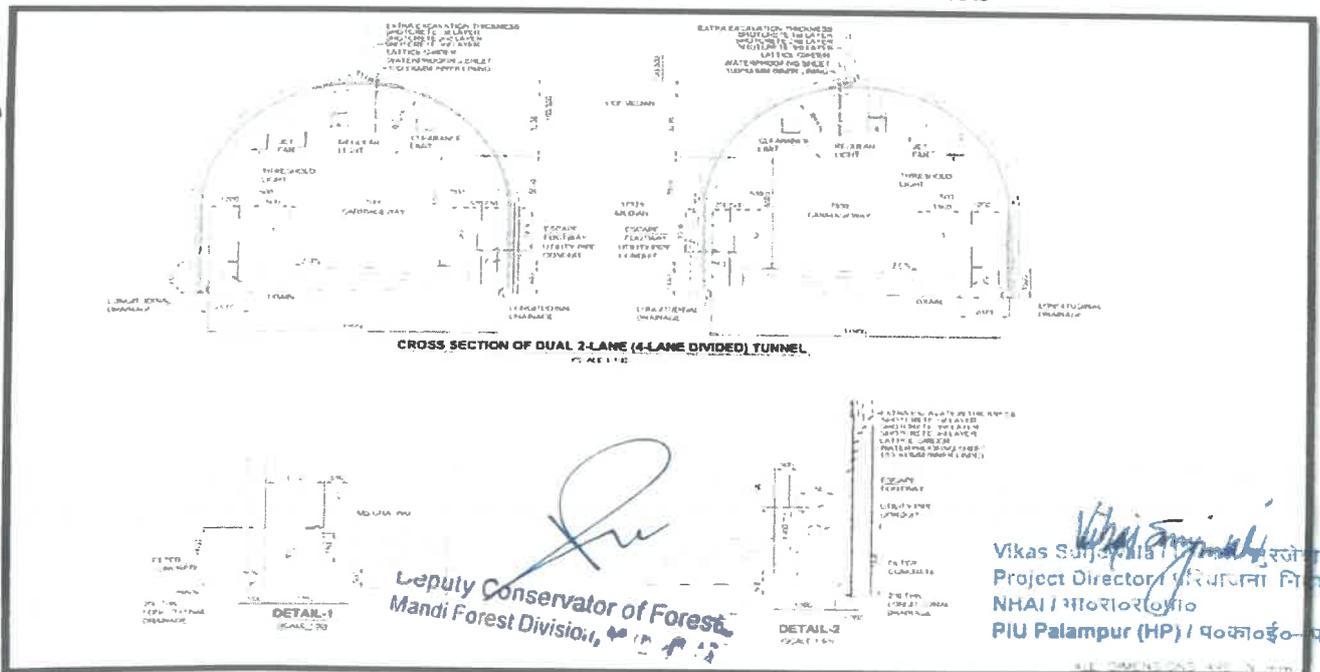
1. Proposed Tunnels

The project involves road construction including construction of two (02) tunnels, and both are twin tunnels. Total length of the proposed road is 37.030 Km Out of which length of tunnel is 1.150 km. Details of the proposed tunnels along with length and construction packages are provided in Table 1 below. The typical cross sections of twin tube tunnels are provided in Figure 1a & 1b below. Tunnel with Cross Passages are proposed in only one (01) twin tunnel of length 700.0 m as safety measures.

Table 1: Details of the Proposed Tunnels

Tunnels	Type	Location	Start(Km)	End(Km)	Length (m)	CrossPassages(No)	PKG
Tunnel 1	Twin Tube	Bijan	41+570	42+270	700	1.0	1
Tunnel 2		Jungle Khas	44+790	45+240	450	-	
TotalLength (2 tunnels)					1150	1.0	

Figure 1a Cross section of Twin Tube Tunnels



परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डी
 RIU Mandi

ATTESTED
 NIRJA KUMARI
 NOTARY PUBLIC
 Dist. Mandi (H.P.)

53

NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).

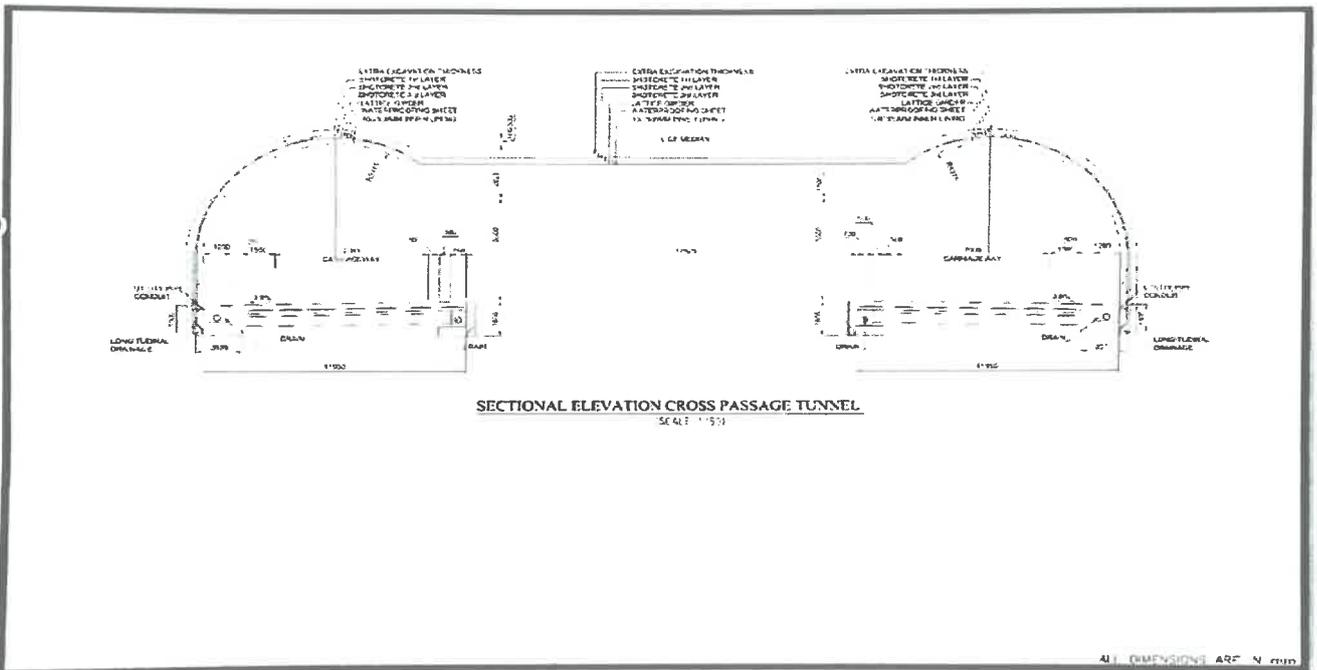


Figure 1b Cross section of Twin Tube Tunnel with Cross Passage

2. Generated Muck Volume

Since proposed road traverses through hilly section due to which road side cutting involves along with Construction of two (02) twin tunnels which requires removal of excavated debris or soil materials (muck) from tunnel interior to open area outside tunnel. The estimated volumes of muck to be generated from the roadside cutting along with tunnels are detailed in Table 2 below. About 100 % of the generated muck is to be reused in road construction for filling, construction of retaining/RS walls and in approaches of flyover/ VUP as necessary. The total quantity of generated muck, reusable quantity, and quantity to be disposed are provided in Table 3 below.

Vishai Singh
 Project Director / परिचालना निदेशक
 NHAI / नारायणप्रो
 PIU Palampur (HP) / पंकाई-चालगपुर (हिप्र०)

W.S.
 परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED
Nirja Kumari
 NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).

Table: 1 Volume of Muck to be generated

S.No	Description	Quantity	Unit
1	Earthwork Obtained from Road Side Cutting and Tunnels		
A	Material received from road side cutting in hills	273699.05	cum
B	Material received from tunnels including Egress=	957240.5	cum
C	Material received from tunnels Cross Passage=	6,307.10	cum
2	Subtotal(A+B+C)=	1,237,246.65	cum
D	40% of swell factor on material received from hill side cutting	4,94,898.66	cum
3	Total(2+D)=	17,32,145.31	cum
Disposal and use of cutting material in road work			
4	Embankment filling from roadway cutting (100%)	1,96,060.80	cum
5	Total	1,96,060.80	
6	Material required to be disposed by cartage (3-5)	16,40,321.79	cum

Table: 3 Volume of Muck to be disposed

Muck Volume (Cum)	Re-used Volume (Cum)	Disposal Volume (Cum)
17,32,145.31	1,96,060.80	15,36,084.51

One (01) muck disposal sites measuring a total area of 1.400 ha have been selected as designated site for muck disposal as detailed in Table 2 below.

Table 2: Muck Disposal capacity -Present Status (Proposed)

Muck Disposals locations								
S.No	Chainage From	Chainage to	Length	Width	Height	Area (Mtr.)	Area (Ha.)	Volume (Cu.m)
I	182.950	183.150	200	70	60	14000	1.4000	8,40,000
Total			200			14000		8,40,000

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
परियोजना/कार्यन्वयन इकाई मण्डी
PIU Mandi

ATTESTED

NIRJAKUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

SS

NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).

In addition to above muck dumping site provision of additional muck disposal sites measuring a total area of 1.400 ha have been selected as designated site for muck disposal as detailed in Table 2 below.

Table 2: Additional Muck Disposal Sites-Present Status

Village	Dumping Sides	Survey No	Existing Land		To be acquired Land		Total Land (Ha.)
			Forest Land (Ha.)	Non Forest Land (Ha.)	Forest Land (Ha.)	Non Forest Land (Ha.)	
MathaNiyul	MDS1	230/1			0.0765		0.0765
		514/225/1			1.0790		1.0790
		514/225/2			0.2515		0.2515
		204/2			0.0016		0.0016
		204/3			0.0032		0.0032
		208			0.0103		0.0103
		206/1			0.0340		0.0340
		485/225/1				0.0101	0.0101
		215/1				0.0123	0.0123
		216				0.0625	0.0625
		217				0.0111	0.0111
		218/1				0.0377	0.0377
		205/1				0.0559	0.0559
		207				0.0086	0.0086
		209/2				0.0017	0.0017
		Tandu		212/1			0.0765
		214/1			0.0012		0.0012
		222/1			0.0067		0.0067

Vikas Surjewala / विकस सुरजवाला
Project Director / परियोजना निदेशक
NHAI / नेशनल हाइवे अथॉरिटी
PIU Palampur (HP) / पालमपुर (हिमाचल प्रदेश)

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highways Authority of India
परियोजना / कार्यालय इकाई मण्डी
PIU Mandi

ATTESTED

NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

56

NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).

Village	Dumping Sides	Survey No	Existing Land		To be acquired Land		Total Land (Ha.)
			Forest Land (Ha.)	Non Forest Land (Ha.)	Forest Land (Ha.)	Non Forest Land (Ha.)	
		452/360/1			0.0079		0.0079
		213				0.0275	0.0275
		216/1				0.1371	0.1371
		216/2				0.0283	0.0283
		217				0.0206	0.0206
		218				0.0016	0.0016
		219/1				0.0213	0.0213
		220/1				0.004	0.0040
		224/1				0.02429	0.0243
		224/1/1				0.0121	0.0121
Total					1.5484	0.4767	2.0250
Bijan	MDSII	1091/8/1			2.6518		2.6518
		9				1.0611	1.0611
		10				0.0101	0.0101
		24				0.0041	0.0041
		1456/1163/60				0.1815	0.1815
		1161/60				0.0434	0.0434
		1162/60				0.0410	0.0410
Total					2.6518	1.3412	3.9930
Total					4.2002	1.8178	6.0180

Vikas Surjewala
Project Director / परियोजना निदेशक
NHAI / भारतीय राष्ट्रीय
PIU Pathankot

The muck disposal lands proposed are generally in non-forest area but due to under-capacity some forest land has also been acquired within the PROW to fulfil the muck dumping as no other alternative non-forest land is available along the project area. Out of

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

ATTESTED

NIRJA KUMARI
NOTARY PUBLIC
Dist. Mandi (H.P.)

SF

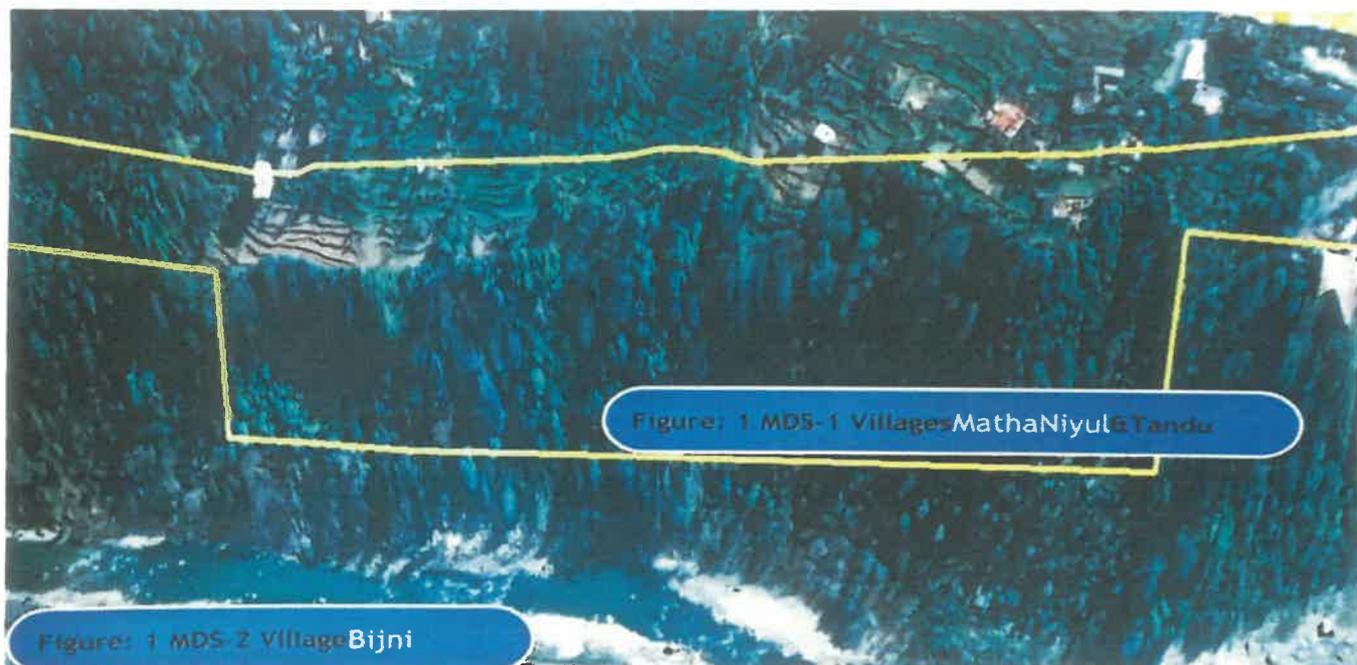
NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH 20 (NEW NH 154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).

the total 6.0180 ha, which will be diverted through Proposal No FP/HP/ROAD/154466/2022 dated 05/07/2022 for muck disposal.(proposal pending with R.O).

Digital elevation models, as presented in Figure 1&2 below of the Two (02) selected muck disposal sites, were prepared for all muck dumping sites to ascertain the topography and determining the location and length of the gabion wall for slope protection so as to prevent the muck from reaching into natural streams.

Muck Dumping Site-I

Muck Dumping Site-II



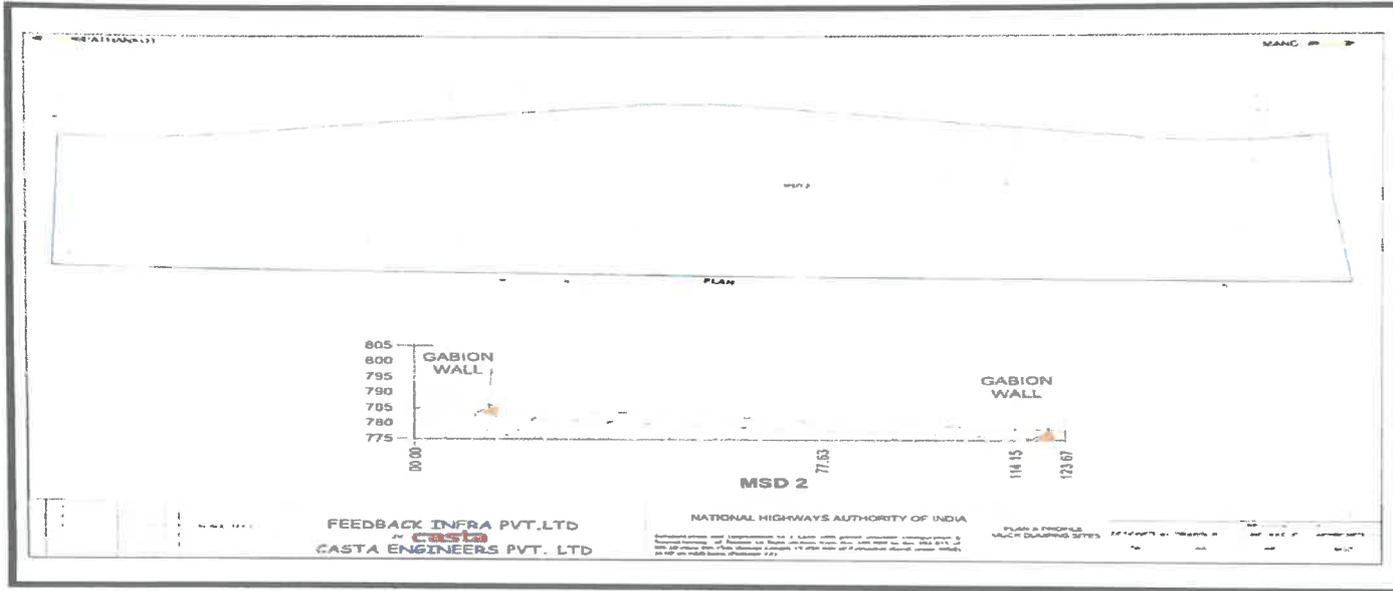
Vikas Surjewani
Project Director
NHAI / भारत सरकार
PIU Palampur (HP) / पंजाब - पालापुर (हि.प्र.)

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

ATTESTED
NIRJAKUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

58

NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).



The muck holding capacity of the all muck disposal sites (including the already diverted/acquired plot) are detailed in Table 4 below and comparison of muck volume to be generated vis-à-vis capacity of the disposal sites are presented in info graphics in Figure 3 below.

Table: 3 Muck Holding Capacity of Disposal sites

S.No	Villages	Design Chainage (km)		Length	Width	Height	Area (Sq.m)	Volume (Cu.m)
		From	To					
1	Ardha	182.950	183.150	200	70	60	14000	840000
2	Bijan	177.975	178.580	605	66	30	39930	1197900
Total							53930	2037900

Vikas Surjewala
 Project Director / परिचालना निदेशक
 NHAI / भारत सरकार
 PIU Palampur (HP) / पंजाब-पारलमपुर (हिमाचल)

परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डली
 PIU Mandi

ATTESTED
 NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

59

NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).

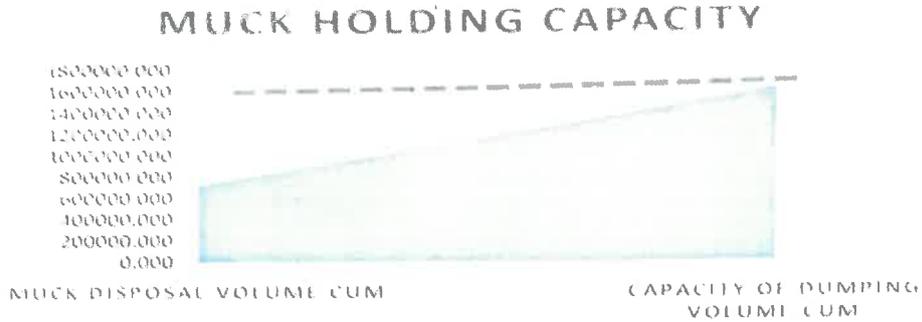


Figure: 3 Generate Muck Volume Vis -a-Vis's capacity of Disposal sites

It can be inferred from the Figure3 above that capacity of the disposal sites fulfils the requirement of generated muck volume. Therefore, the proposed muck disposal sites with the suggested gabion wall height will suffice the requirement of dumping of excavated muck.

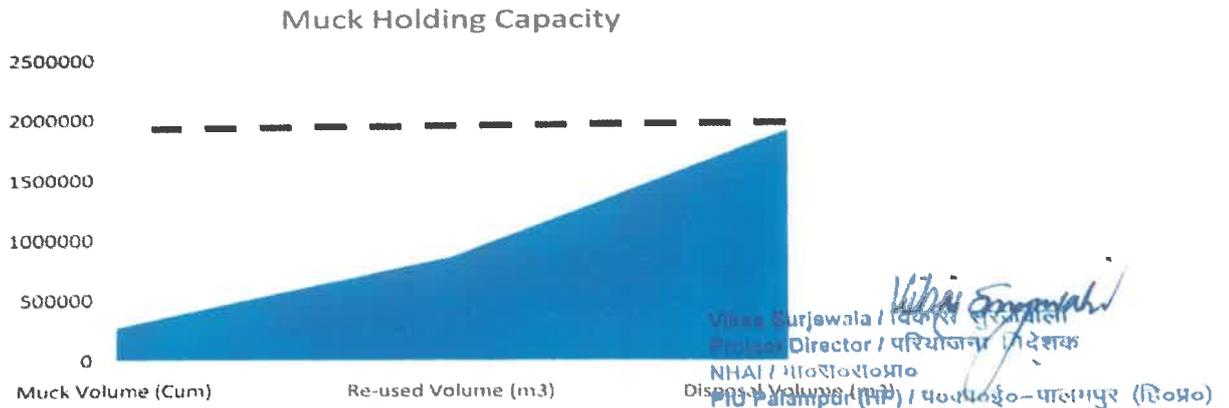


Figure: 7 Generate Muck Volume Vis -a-Vis's capacity of Disposal

It can be inferred from the Figure 7 that capacity of the disposal sites fulfils the requirement of generated muck volume. Therefore, the proposed muck disposal sites with the suggested gabion wall height will suffice the requirement of dumping of excavated muck.

3. Environmental Impacts of Improper Muck disposal

The dumping of rock spoil can potentially be a cause for environmental problems and land degradation. It may cause landslides if not disposed properly and be an

परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED
 NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

60

NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).

aesthetical damage to the natural landscape. Improper muck dumping without slope protection measures results in wash away into the channels/Khad/Streams causing siltation and blockage of natural channels. The trees and undergrowth vegetation of the dumping sites are also affected due to change in land use. Further, when stacked without adequate stabilisation measures, muck moves along with runoff and creates landslides.

4. Environmental Safeguard Measures for Muck Disposal Sites

- Multiple gabion walls at different elevation levels are proposed to retain muck within the boundary of muck disposal sites. Gabion wall of height of 5 m including 0.75 m of buffer along with standard wire gauge galvanised wire (SWG GI) having 10 cm x 10 cm mesh and dimension 1.15 m x 1.15 m x 1.15 m in multi tiers with 0.5 m wide offset to be laid concurrently with the dumping of muck for side protection. Muck dumping plan of all five (05) proposed disposal sites along with elevation profile and desired Placement of gabion wall is provided in drawings at the end of this report.



Use of Geo- mats for Slope Stabilization

- After preparing the gabion wall at muck disposal site, the muck brought in dumpers shall be dumped and manually spread behind the wall in such a manner that rock mass is properly stacked behind the wall with minimum of voids.

Vikas Surjewalia
 Vikas Surjewalia
 Project Director / परियोजना निदेशक
 NHAI / भारत सरकार
 PIU Palampur (HP) / पंजाब-पलामपुर (हि.प्र.)

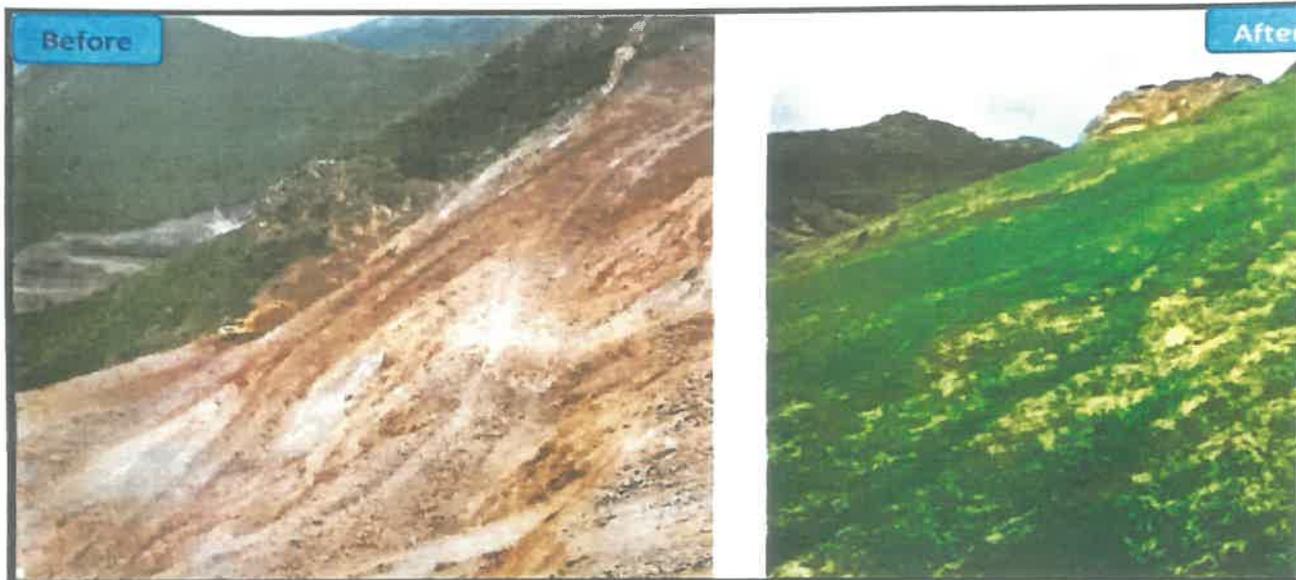
nr
 परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED

Nirja Kumari
 NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

SL

NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).



Rehabilitation of slopes using bio-engineering techniques

- Regular inspection by environmental expert of concessionaire and Independent engineer (IE) shall be made to ensure complete avoidance of spilling of muck outside the boundary, especially into channels/Khad/Streams.
- Bioengineering is the technique of utilizing vegetation in addressing geotechnical problems. Slope of muck disposal sites after completion of dumping to a particular site should be stabilized by stone pitching and turfing with geo mats (Coir Geotextile) & indigenous species of soil stabilizing legumes like Vetiver grasses. Natural geotextiles degrade quicker than man-made counterpart, but facilitate growth of vegetation quicker and better to due to this inherent

Vikas Surjewala
 Vikas Surjewala (सुरजवाला)
 Project Director / परियोजना निदेशक
 NHAI / भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 PIU Palampur (HP) एच.पी.कांई.०-पालमपुर (हि.प्र.)

whr
 परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED

Nirja Kumari
 NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

62

NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).

Hence the Total Muck to be disposed i.e 16, 40,321.79 cum. Will be disposed at Dumping site proposed at Ardha and Bijan with the capacity as mentioned in below table .

S.No	Villages	Design Chainage (km)		Length	Width	Height	Area (Sqm)	Volume (Cu.m)
		From	To					
1	Ardha	182.950	183.150	200	70	60	14000	840000
2	Bijan	177.975	178.580	605	66	30	39930	1197900
Total							53930	2037900

Vikas Surjewala
 Vikas Surjewala / विकस सुरजवाला
 Project Director / परियोजना निदेशक
 NHAI / नेशनल हाइवे अथॉरिटी ऑफ इंडिया
 PIU Palampur (HP) / पंकजोई-पालापुर (हि.प्र.)

[Signature]
 Deputy Conservator of Forests
 Mandi Forest Division, H.P.

[Signature]
 परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
 National Highways Authority of India
 परियोजना / कार्यन्वयन इकाई मण्डी
 PIU Mandi

ATTESTED

[Signature]
 NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

63

The project road starts from Bijni at Existing Km 202.815 of NH-20 (New NH-154) to Mandi at Existing Km 208.000 of NH-20 (New NH-154) section having total Design length of 5.357 Km (including Proposed Twin Tube Tunnel with Design Length 3.600 Km) in the State of Himachal Pradesh. The project road is a part of Pathankot Mandi section of NH- 20 (New NH-154) in the state of Himachal Pradesh.

File No. :-FP/HP/ROAD/154466/2022

Date of Proposal :- 05-Jul-2022

RECLAMATION PLAN FOR MUCK DUMPING

Name Of Work:- The project road starts from Bijni at Existing Km 202.815 of NH-20 (New NH-154) to Mandi at Existing Km 208.000 of NH-20 (New NH-154) section having total Design length of 5.357 Km (including Proposed Twin Tube Tunnel with Design Length 3.600 Km) in the State of Himachal Pradesh. The project road is a part of Pathankot Mandi section of NH- 20 (New NH-154) in the state of Himachal Pradesh. **TO BE CONSTRUCTED IN DISTRICT MANDI STATE HIMACHAL PRADESH.**

Dumping site at RD 182/950 to 183/150 in Khasra No. 580/546/2,584/546/1,545,544, will be 16,40,321.79 cum. After leveling, dumping site will be rehabilitated by planting OBL plants. The reclamation plan for the dumping sites is prepared as under :-

Year	Area in Hect.		Rate/ Hect.	Total Amount
0th year (Plantation Fencing)	1.1400	Hect.	60150.00	68571.00
1st year Maint.	1.1400	Hect.	6350.00	7239.00
2nd year Maint.	1.1400	Hect.	4300.00	4902.00
3rd year Maint.	1.1400	Hect.	2250.00	2565.00
4th year Maint.	1.1400	Hect.	2250.00	2565.00
5th year Maint.	1.1400	Hect.	2250.00	2565.00
6th year Maint.	1.1400	Hect.	2250.00	2565.00
7th year Maint.	1.1400	Hect.	2250.00	2565.00
8th year Maint.	1.1400	Hect.	2250.00	2565.00
9th year Maint.	1.1400	Hect.	2250.00	2565.00
10th year Maint.	1.1400	Hect.	2250.00	2565.00
Total C.A. Scheme				101232.00
Departmental charges @17.5%				17716.00
Contingency Charges @5%				5062.00
Total				124010.00
GST for the cost of F/Post 1491 @18%				3694.00
NSY cost for plants 91 @23/-				28842.00
Grand Total :-				156546.00

Muck Dumping Certificate :-

It is certified that the said area will be developed by user agency.

Deputy Conservator of Forest
Mandi Forest Division

Vikas Surjewalia
Project Director / परिचालना निदेशक
NHAI / भारत सरकार
PIU Palampur (HP) / पालापुर (हि.प्र.)

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डली
PIU Mandi

ATTESTED
NIRJA KUMARI
NOTARY PUBLIC
Distt. Mandi (H.P.)

64

ANNEXURE A

भारत सरकार GOVERNMENT OF INDIA वैधता तिथि VALID UPTO		भारतीय राष्ट्रीय राजमार्ग प्राधिकरण सड़क परिवहन और राजमार्ग मंत्रालय NATIONAL HIGHWAYS AUTHORITY OF INDIA MINISTRY OF ROAD TRANSPORT & HIGHWAYS	
		नाम Name	वरुण चारी VARUN CHARI
		पदनाम Designation	डी. जनरल मैनेजर (टेक.) DY. GENERAL MANAGER (TECH.)
		रक्त समूह/Blood Group	B+ve
		कर्मचारी कोड/Emp. Code	10000569
हस्ताक्षर/Sign.		जारीकर्ता प्राधिकारी/Issuing Authority	

	
पाए जाने पर कृपया लौटा दें : If found please return to :	
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण सड़क परिवहन और राजमार्ग मंत्रालय NATIONAL HIGHWAYS AUTHORITY OF INDIA Ministry of Road Transport & Highways जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075 G-5 & 6, Sector-10, Dwarka, New Delhi-110075 दूरभाष/Tel : 011-25074100 & 25074200	

परियोजना निदेशक Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
 परियोजना/कार्यन्वयन इकाई मन्डी
 PIU Mandi

ATTESTED

NIRJA KUMARI
 NOTARY PUBLIC
 Distt. Mandi (H.P.)

VAKALATNAMA
BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL
BENCH, AT NEW DELHI

IN
ORIGINAL APPLICATION NO. 565 OF 2025

IN THE MATTER OF:

Girish Chandel President and Another

..... APPLICANTS

VERSUS

State of Himachal Pradesh & Others.

..... RESPONDENTS

I/We National Highways Authority of India, PIU-Mandi, through its Project Director having its office at Bagla Muhal Chakkar P.O. Nagchala, Tehsil Balh and District Mandi (H.P.)- 175021 Respondent No. 4 herein; the undersigned do hereby nominate and appoint: -

AWADH LAW OFFICES
Advocates & Legal Consultants
Address for Correspondence: 1/121, Vikas
Nagar, Lucknow
E-mail ID: aloadvocates@gmail.com

to be counsel in the above matter and for me/us and on my/our behalf to appear, plead, act and answer in the above Court or any appellate Court or any Court to which the business is transfer in the above matter, and to sign and file petitions, statements accounts, exhibits compromise or other document whatsoever, in connection with the said matter arising there from and also to apply for and receive all documents or copies of documents, depositions etc. and to apply for issues of summons and other writ and to apply for and proceedings that may arise there out and to apply for receive payment of any or all sums or submit the above to arbitration.

Provide, however, if any part of the Advocate's fee remains unpaid before the first hearing of the case or if any hearing of the case be fixed beyond the limits of the town; then and in such an event my/our said advocate do appear in the said case he shall be entitled to an outstation fee and other said expenses of travelling lodging etc. Provided ALSO that if the case be dismissed by default, or if it be proceeded exparte, the said Advocate(s) shall not be held responsible for the same. And all whatsoever my/our said advocate (s) shall lawfully do. I do here by agree to and shall in future ratify confirm.

Accepted: -

(MOHD. YASIR ABBASI)
ADVOCATE

Enrollment No: UP 9432/22
(TRD/603/2007)
Mobile No. 9559222288

Client

परियोजना निदेशक Project Director
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
परियोजना / कार्यन्वयन इकाई मण्डी
PIU Mandi

