कं०सं० फिश—एसआरएम (एफ—2)/2010—डी—100— १०ने7. मत्स्यपालन विभाग हिमाचल प्रदेश ।

दिनांकः नाहन-173001

23.11.2022

सहायक निदेशक मत्स्य, नाहन जिला सिरमौर हि0प्र0 ।

प्रेषित

प्रेषक

Senior Manager (Projects) HPPTCL, PIU Kala Amb Distt. Sirmour (HP)

विषय Diversion of forest land involved in the Construction of 132kV MCT line on 220kv MCTs with ACSR Zebra conductor from 220/132 kV Sub-station proposed at Andheri to tower No,-19/20 of existing 132 kV Jamta –Kala Amb transmission line at Kala Amb Distt. Sirmour (HP) –No Objection Certificate thereof

महोदय,

उपरोक्त विषय पर कृप्या आपके कार्यालय के पत्र HPPTCL/PIU-Kala-Amb/FCA AKTL/2022-703 दिनांक 22.11.2022 के द्वारा मांगी गई सूचना इस पत्र के संलग्न में आपके कार्यालय को आगामी एवं आवश्यक कार्यवाही हेतू प्रेषित है ।

संलग्नः उपरोक्त

भवदीय,

सहायक निदेशक मत्स्य नाहन जिला सिरमौर हि०प्र० ।

To whom it may concern.

Consequent upon request received form HPPTCL Vide their letter no. HPPTCL/PIU-Kala-Amb/FCA-AKTL/2022-703 Dated 22.11.2022 No. objection Certificate is issued in their favour in order to process FCA case for stage-I approval.

> Assistant Director Fisheries, Nahan District Sirmour HP. Ph No. 01702-224985. Email: <u>adf-sir-hp@nic.in</u>

HIMACHAL PRADESH PUBLIC WORKS DEPARTMENT No. PWN/CB/WA-I/M-22/2022-23:- 12385-87 To

Dated: 10/01/2:23

Mhe Senior Manager (Projects), HPPTCL, PIC Kala Amb Distt.Sirmaur (H.P).

Subject:-

NOC for construction of 132 KV MCT line on 220KV Towers from 220/132 KV Sub Station proposed at Andheri to Tower No.(19/20) 20/21 of existing 132 KV Jamta Kala Amb Transmission line at Kala Amb.

Reference:-

Your office letter No.HPPTCL/PIU-Kala-Amb/FCA-KATL/2022-702 dated 22.011.2022.

Sir,

The NOC for C/o 132 KV MCT line on 220KV Towers from 220/132 KV Sub Station proposed at Andheri to Tower No.(19/20) 20/21 of existing 132 KV Jamta Kala Amb transmission line at Kala Amb from point AP-34 to point AP-35, which is 45 mtrs. high at RD.1/460 on Sainwala to Salani Burma Papri road as per marked layout of 132 KV MCT line is hereby approved on the basis of inspection report of Assistant Engieen, Nahan sub-division HPPWD Nahan. Subject to the condition that the proposed towers will not pose any hindrance for the PWD roads.

This is submitted for information & necessary action.

Executive Engineer Nahan(B&R) Division HPPWD, Nahan,

Copy forwarded to the followings for information & n/a please:-

- 1. The Superintending Engineer, 12th Circle, HPPWD, Nahan w.r.t. his office letter No. PW-SE-XII-NHN-NOC-/2022-5393-94 dt.05.01.2023.
- 2. The Assistant Engieen, Nahan sub-division HPPWD Nahan w.r.t. his office letter No. PW/NSD/NOC/2022-23-1543 dt.19.12.2022.

Executive Engineer Nahan(B&R) Division HPPWD, Nahan

NO

HIMACHAL PRADESH 19AA 145103

RUPEES

Rs.10

I, Pradeep Mankotia, Senior Manager(Projects), HPPTCL, PIU Kala Amb, District Sirmaur, H.P., do hereby undertake and declare as under:-

ਸ਼ਿਕ ਹੋ ਬਾ

1. It is to certify that I Senior Manager(Projects), HPPTCL, PIU Kala Amb, District Sirmaur, H.P., have applied for diversion of 17.84 hectare of Forest land for the construction of 132 KV MCT line from 220/132/33 KV HPPTCL Substation Andheri to T-20/21 of ezisting 132 KV Jamta-Kalaamb transmission line, Distt. Sirmaur, HP 1. I, Senior Manager (Projects), HPPTCL, PIU Kala Amb, Distt. Sirmaur, H.P.hereby undertake to submit the Soil Moisture Conservation Plan or make payment amounting to INR 19.55,152/which is 0.5% of the Total Project cost toward cost of Implementation of Soil Moisture Conservation Plan (SMCP), in accordance with the directions of MoEFCC letter dated 7th June, 2022, alongwith Stage I compliance for aforementioned forest case. May durb GL.

before me for attestation were free performent performent were for attestation were for attestation were for the contents of the performed booker named declarent do hereby were structured at property which here and correct to the best of the performent of the concealed therefrom. Declared at Nahan, H.P. on this 24/03/2023.

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advocate & Public Notary

Nahan IH O' Indi

Senior Manager (Projects) H.P.P.T.C.L., PIU Kala-Amb DistL. Sympur (H.P.) - 173030

24/3/23

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19AA 145102

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Im Pradeep Mankotia, Senior Manager (Project), HPPTCL, PIU Kala Amb, District Sirmaur, H.P., do hereby undertake and declare as under:-

UNDERTAKING

It is to certify that I Senior Manager (Projects), HPPTCL, PIU 1. Kala Amb, District Sirmaur, H.P. have applied for diversion of 17.84 hectare of Forest land for the construction of 132 KC MCT line from 220/132/33 KV HPPTCL Substation Andheri to T 20/21 of existing 132 KC Jamta-Kalaamb transmission line, Distt. Sirmaur, H.P.

I have applied for certificate in respect of Scheduled Tribes 2. and other Traditional Forest Dwellers (Recognition of Forest Right) Act, 2006 from Deputy Commissioner, Distt. Sirmaur, H.P. and is under process.

I Senior Manager (Projects), HPPTCL, PIU Kala Amb, Distt. 3. Sirmaur, H.P., herebu undertake to submit the FRA alongwith all

the records and annexures of consultation and proceedings of FRC nes attigavit in gatands Gream of all the Villages before Stage-II approval in

his attigavit in gatandas theam obesite of difference of the same have been read over and expanded to me day on 2 13 to the deponent resonally it the same have been read over and expanded to me bonent which have been read over and expanded to me bonent which have been concerted by hove named declarent do hereby semiciff Managet (Projects) reponent the best of my knowledge no part of it is the provented over and the best of my knowledge no part of it is the best of the best of my knowledge no part of it is the best of the best of my knowledge no part of it is the best of the best of my knowledge no part of it is the best of the best of the best of my knowledge no part of it is the best of the b Declared at Nahan, H.P., on this 24/03/2023.

NITIN GUPTA TOVOCATE & PIINIC Notary 23 2023 Nahan IH O' Indi

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Senio H.P.P.T.C.L., Plu Kila-Amb Distt. Sirmour (H.P.) - 173030



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Hitechtenes onblehm #49. Andreze en Raontesdy

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HIMACHAL PRADESH POWER TRANSMISSION CORPORATION LIMITED

Corporate office: Himfed Bhawan, Panjari, Shimla-171005(H.P.)Number (CIN): U40101HP2008SGC030950GST No.: 02AACCH1548M1ZPWebsite address: www.hpptcl.comTelephone/Fax: 0177-2831283, 2831284

Tower Dimensions Certificate

Certified that, I Senior Manager (Projects), PIU Kala-Amb, HPPTCL, District Sirmaur (HP) have applied for the diversion of 17.84 ha of forest area for the construction of "132 kV MCT transmission line from 220/132/33 kV HPPTCL Substation at Andheri to T-20/21 of existing 132 kV Jamta-Kalaamb transmission line" and the details of tower dimensions of this line is enclosed at **Annexure-E**.

ger (Projects) Seni PIU Kala-Amb, HPPTCL, District Sirmaur (HP).

					De		ACCOUNTS OF	NAME OF A DESCRIPTION OF A									the second s					
	Tauc: No	iyord				Overhead Dimensions of Lower Casult Intrist Diverhead Dimensions of Loper Error 1 (Htro.																
9			(NDF) (M)	Corridor (ROW)	Area (Som)	Natto	m K.Arm	Middle X-Arm		Top X-Arm		Sottom X-Arm		Midd	Middle R Arm		133 + Al-		umtude	ignetude	bey" bey.) (stavet/tavet)	Atmans.
10		Tewers	(*36-1(*)			Width	Hight from Ground	Width	Hight from Ground	Width	Hight from Ground	Width	Hight from Ground	Width	Hight from Ground	w.e.e	night fram Graund	Tata Hegint of Tamer	4.000		12.00	
	NFFTCL Sub	Station						_														
			\$7.57	200000																77*11'22.43	Pruge .ard	
1	14	MD+3	139.84	35 mitrs	324	11.5	17.04	17.6	22.54	10.4	38.04	10.44	33.54	9.98	39.64	9.52	44.54	53.68	10.22.45 90.	11 11 11 11		
2	12	MD+0	100.00	33 mms	380	14.5	14.04	12.6	19:58	10.9	25.04	10.44	30.54	9.08	36.04	112	45.54	23.63	10"13" 27"	77-11-25 78	Sec. 22	
		1.00	265.67								A		and the second second								2-44.40	
2	7.3	MB+0	1.02.02 Mar.	35 mt/s	324	11.4	14.153	10.47	19.361	9.98	24.563	9,54	29:763	9.1	34 961	4.66	42:00	48,251	10"177.54"	77*11'32.52"		
		MD+0	186.07	35 mitra	380	115	14.04	126.	19.54	10.9	25.04	10.44	30.54	9.98	36.04	9.52		1000	30 3258 °T	7711136 50"	Forest Land	
•	74	MD+0	268.84	35 mirs	380	.11.5	14,04	14.6	19.54	10.9	45.94	10,44	30.54	9.98	36.94	4.97	8314 L	49.63	N 14 10			
5	T-5	MD+0		35 min	400	11.5	14.04	12.6	19.54	10.5	23.04	10,44	30.54	9.98	36.04	132	41.34	49 53	30 3249 44"	7711136.60	Forest Land	
_			356 11	2278-7230	10000		22.000	10.11	10.000	10.00	14 664		24.262				10.161		30'32'41 61'	7711146 44	Private Land	
	1-6	MB+0	224.15	35 mitrs.	289	11.4	14.163	10.42	19.363	9.98	24.563	9.54	29.763	9.1	34.963	8.66	40 153	43.51	30 32 41.01			
-	1.7	MC+0		35 mirs	324	11.4	14,163	10.42	19.363	9.98	24.561	9,54	29.763	9.1	34.963	1.56	40.163	48 548	30 3236 45	77"1152.33	Private Land	
			175.25																		Private Land	
	14	MC+5	222 01	36 mtrs	337	11.4	20.153	10.42	25,363	9.96	10 563	9.54	35.763	9.1	40.963	3 54	44.163	24.248	30 32 34 81.	77*1158 63*	-wate Land	
	1.9	MD+3	222.01	35 mirs	484	11.5	37.04	12.6	22.54	10.9	78.04	10.44	33.54	9.90	39.04	9.52	44.54	\$2.63	30"32"74 83"	77126 961	Private Land	
1			247.14	220003	100	-10/7		-		0.0			1. 11.			-	1000					
8	T-10	MD+3		35 mins	462	11.5	\$7.04	12.6	22.54	10.9	26.04	10,44	33.54	9.98	39.04	9.9.2	41.54	Mai	30 3237 901	77*1215 55*	Private Land	
	T-11	MB+0	168.44	35 mtra	289	11.4	14.163	10.42	19.363	9.98	34.561	9.54	29.763	9.1	34.961	3 66	40 163	41.253	30 32 36 92"	77-1221 75*	Private Land	
1	3611	MB+0	229.45	22 101/15		14/7	1000			Santypes	0.000000000	34417		2010			1	-				-
2	T-12	MB-3		35 mtrs	36.1	11.4	17.163	10,42	22 363	9.98	27.563	9.54	32.763	9.1	17.963	3.66	43 163	31,21	30 32 34 997	77'12'30 08"	Private Land	
-			189.75	35 mitrs	464	11.4	20.163	30.42	25.363	9.98	30.563	9.54	35,763	9.1	40.963	8.50	46 163	\$4 548	30'32'33 42"	771236 54	Private Land	
2	7-13	MC+6	198.03	35 mitri	abr		20.200	20.41									20000	-				
4	T-14	MD+6		35 mtrs	464	11.5	20.04	17.6	25.54	10.9	31,04	15.44	36.54	9.98	42.64	8.52	4754	55.61	30.33.33 00.	77-1244.36	Private Land	
	222-22	ALL SEA	148.00				20.165	10.42	25.363	9.98	30.563	9.54	35.763	9.1	40.963	8.66	46.16.1	54.548	30'37'34 24"	77-1249 72	Private Land	
5	T-15	MC+6	429.52	35 mirs	443	11.4	- CO. 197	10.41				1.000			1.000		La sea	-		17.18.52.15	T HERE CAN BE	
6	T-16	MC+0	428.52	35 mtrs	400	11.4	14.163	10.42	19.363	9.98	24.563	9.54	29,763	9.1	34.963	8.05	40 151	48.548	30 32 42 43	77*13/2.47*	Private Land	
		.0.90.20	188.57			10010		10.43	10.063	9.98	24.561	9.54	29.763	9.1	\$4.963	5.64	40 163	48.253	30 32 46 90"	Thursday.		
1	1:17	MB+0	100.07	35 mirs	399	314	14.163	10.42	19.363								1	+		77-137 26-	Private Land	
t	T-18	MD+6	189.57	35 (901)	506	115	20.04	12.6	25.54	10.9	21.04	10.44	36.54	819.0	42.04	9.52	47.54	55.6)	30 1250 24*	77'1313 27	Private Land	
+	4-10		221.39				10000	16.45	19 363	9.98	24.563	9:54	29.263	9.1	14.963	8.60	40 161	48 548	30 3246 22*	-		
	T-19	MC+0	1000	35 mtrs	289	11.4	14 163	10.42	19.363	-9.9d	20.201	9.24	62.003		Contra		10000		20 32 40 22	77'13'20 16'	Private sand	
Ŧ	7.00	110.0	138.22	35 milis	256	11.4	34 163	10.47	19.363	9.98	24.563	9.54	29.763	8.1	34 961	8.54	40.161	41 253	30 32 45 23*	17*13/25 24*	Private Land	
-	T-20	MB+0	160.91	10 100	- 70						1000	10.11	36.64	9.98	47.04	0.52	4/54	\$5.61	30 32 43 67		and the card	1.
	T.21	MD+6		35 min	552	(11.5)	20.04	17.6	25.54	12.9	11.04	10.44	30.94	9.98	47.04				1	77-13-31 02"	Private Land	
1			193.15		347	11.4	20 163	10.42	25 161	9.98	10 561	9.54	35.763	9.1	40.963	8.60	46.583	54.251	30 32 41 92	77-13-37.99*	Private Land	-
2	1.22	MB+6	165.13	35 mars.	341	1000	- Upper Starte						1	1		1		ette	10000	in the second	Prinvane Land	

bt Deputy Manager (E) Project Implementation Unit H.P.P.T.C.L., Kala Amb (H.P.)

(50) H.P.P.T.C.L., PIU Kata-Amb. DistL Stratour (B.P.)-(To-sa

P .	and the	'yan of Tawers	141	1121 IV	saen iMi	1.14 (1)	anat i Mi	Eartidar (ROW)	Alta Komi	Batlom X.Arm		Midd	te X Arm	Tép	K Arm	Botte	m ¥ Arm	Middle # Arm		Tex # A			0000044	Longitude	Land Type (Torest/Private)	Arrans
	DAT. CT		5.34° 193	panio and rest	and the second	Width	Hight from Ground	Width	Hight from Ground	Width	Hight from Ground	Width	Hight from Ground	Wight	Hight from Ground	Watt	anter Start	fatal negrt of nowdi	an and a	and an area	CTORE CONTRACTOR					
-	T-23	MB+C		35 miles	212	11.4	14 193	10.42	29.364	2.98	24.563	9.94	29 763	91	Marx				10.17.29.62	77 1343 97	5.85.79.2	1				
11	1.46		126:08	1			14.144	36.45	+7.10-	100.00	674.5113	.1.39	49.000	3.0	14.963	# 115	11.00	14.251	10 37 79 6Z		Forest Land	1				
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-			226.92	-	1											di 2W	710.4914				Forest Land					
15	125	MD+6		35 mtrs	483	11.5	20.04	17.6	25.34	30.9	31.04	13.44	36.56	90.00	42.04	9.57	4758	55.63	20 22 35 58	17:1355.93						
-			171 34				- Tifeirer	114407		and the same				- 116	11000000					77 142 17	Forest Jand					
76	7.26	MD+6		35 milis	4.20	\$1.5	20.04	12.6	20.58	10.9	31.04	10.44	36.54	9.98	42.04	9.53	\$7.54	55.63	30 37 34 24	11 144 1						
		100.000	219.75		11		11			1111		10010			-		1	-		17 147 75	Ronest Land					
IJ	7-27	MD+3		35 mires	399	315	17.64	12.6	22.54	10.9	28.04	10.44	33.54	9.98	39.04	9.57	44.54	57 61	30 37 28 98		in the second second					
			219.43		1		-	10.00			20.000		38.205				-		30 3721 87	77 147 51	Prome Land					
38	1-26	MC+6		25 mtrs:	884	31.4	20 163	10.42	25 363	9.98	38.563	9.54	15.763	9.1	40.963	8.65	46 163	11.541	10 20 -	1						
			119.36				14.04	12.6	19,54	10.9	25.04	10.44	10.54	9.98	36.04	9.57	41.54	10.53	30 32 18 18	37':47 81'	Private Land	-				
25	139	MD+0	254.42	35 mtra	464	11.5	39.04	12.0	13,34	10.7	4.3.07	140.00	19/2-		100.000						Drivate Land					
-	T-30	MD+6	254.42	35 mm	575	115	20.04	12.6	25.54	10.9	32.04	10 ed	36.54	9.98	42.04	952	47.54	55.63	30 32 12 73	77'14'15 00"	Physie Land					
30	1:30	MUTT	205.70	33.0003		41.0	30,00	1.0.10				- 00		-		1000	1			77 1423 75	Private Land					
31	7.31	MC+6	2002.00	15 mtra	506	11.4	20.163	10.42	25 363	9.95	50 563	11.54	35.763	9.1	40.963	8:66	46.163	54.548	30 32 13 66"	11 14 23 79	CONTRACTO					
	191	102.10	321.94					12.2510		- Alter						1.000	1 27.00		AND NOT THE PARTY	77"14"34 73"	Private Land					
-	1.22	MB+5		35 mitra	440	11.4	20.163	10.42	25:363	9.98	30.563	9.54	35,763	91	40.963	8.66	46 163	54 753	30 37 18 06							
			234.30	- 18 S		-			-		1000			11 1010	12.04	9.52	47.54	0.61	30 37 19 76"	77"14"43 33"	Private Land					
33	T-33	MD+6		35 mites	625	115	20.04	12.6	25.54	10.9	31.04	10.44	35.54	9,99	42.04	2.34	-7.54	23.94	30 51 10 10	and the second						
			373 21	_	1 11-1	1000		242.0	25.54	10.9	31.04	10.44	36.54	9.98	42.04	9.52	47.54	55.53	30 32 28 54	77"14"49 72"	Private Land	-				
34	7-34	MD+E		an antro	650	11.5	20.04	17.6	12.24	40.9	31.14	10,04	20.00	51.545				1.25			100000000000					
		-	331.95		650	11.5	20.04	12.6	25.54	10.9	31.04	10.44	36.54	9,98	42.04	9,52	-27.54	55.68	30 37 38 36	77 1435 12	Private Land					
35	7-05	MD-6	150 00	15 mits	6.517	10.0								-	man				and the second second	and the state	Private Land					
36	T-36	ME+6	330.00	35 miles	462	11.4	20.163	10.42	25 363	9.98	30,563	8.54	35.763	9.3	40.963	8.66	46.153	14.258	30 3245 78	77'15'5 09"	FIRST LAIN.					
- 40	1.50	(mit) - m	201.20												70.04	200	47.54	10.00	30-32 50 93	77'159.75"	Private Land					
37	T-37	MO+6	AV. OBL	35 mtrs	632	11.5	20.04	32.9	25.54	10.5	31.04	167.44	36.54	\$.98	43.04	9.52	47.54	33.84	30 42 50 54	11. 14.2.14	C. COMIC MARCH					
1		1.5×1	133.83						10.72	10.9	25:04	10.44	30.54	9.98	36.04	9.52	41.54	49.63	30'32'51 92"	77'15'14 61"	Private Land	Common Tower				
36	T-38	MD+0		35 mirs	380	11.5	34.04	12.5	19.54	10.9	25.04	TO an	34.54	3.90	Pear.											
		1	75.44			9.6	18.692	12.54	24,292	9.3	30.792							38.852	30 3752 39	77'15'17 40"	Forest Land	-				
39	T-39	SPLN+0		35 mirs	144	3.0	19.045			- 181		-							A MONTHING OF AN		2011-0-0	-				
-	200	-	74.10	35 mtrs	144	3.6	18.692	12.54	24.292	9.3	30.792			-		-	-	34.852	30/3251 15	77"15'19.81"	Forest Land					
40	T-40	SPLN+0	98.53	23 10415						1				-	_			-	30102288 1911	White Size Men		Total of Taxat				
-	1.21	D	39.23					9				_	_			4.52	41.54	49 63	30 32 48 11	77*15 18 76*		Existing Tower/				
-	T-31	MD+0		35 miri	360	115	14.04	12.8	19,54	10.9	25.04	30,44	30.94	9.98	36.04	4.25	-1.74		30.3231 92	77'15'14 61"	Private Land	Common Tower				
-	- HON	HILIYU	110.32				10.00	1000	24.202		10.000	-				-		14.852	30 32'53 58'	77'15'18 29"	Private Land					
41	ACC-T	SPLN+0	and another	35 miles	338	9.6	18.692	17.54	24.292	53	35,792	-								10 10 10 40	Private Land	-				
-		and the second second	198.11		1111	-	-		+ +										30 32'59 99'	77"15"18 92"		Existing Tower				
	T-20	B			-		-	-														Contraction of the local distribution of the				
	10000			Transmission Lin		1				_				-				1								

Deputy Manager (E) Project Implementation Unit H.P.P.T.C.L., Kala Amb (H.P.)





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HIMACHAL PRADESH POWER TRANSMISSION CORPORATION LIMITED

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		(A State Govt. undertaking)
porate office	:	Himfed Bhawan, Panjari, Shimla-171005(H.P.)
nber (CIN)	:	U40101HP2008SGC030950
No.	:	02AACCH1548M1ZP
osite address	:	www.hpptcl.com
phone/Fax	:	0177-2831283, 2831284
	nber (CIN) ' No. osite address	nber (CIN) : 'No. : osite address :

Clarification Regarding Muck Management Plan

In the case of the construction project titled "132 kV MCT line on 220 kV towers from 220/132/33 kV Substation Andheri to tower no. 20/21 of existing 132 kV Jamta-Kalaamb transmission line," the quantity of cutting/excavation and filling has been calculated based on the design drawings and site-specific requirements. According to these calculations, a total of 176.35 cubic meters (cum) of soil has been determined as surplus. However, it is important to note that when this total quantity is divided by the number of towers, it translates to a very small amount of 4.30 cum per tower, considering the size of the towers.

Additionally, it needs to be highlighted that HPPTCL would need soil to be borrowed for the purpose of maintaining tower benches. Given that we have an average surplus of 4.30 cum of soil per tower, we can utilize this excess soil at specific locations, where benching is required to maintain the tower levels. This information is already indicated in the tower-wise details of earth cutting and filling, as mentioned in the subsequent notes following the calculations(encircled).

41 T-41 Excavation of tower foundation 474.21 41 T-41 Backfilling behind retaining walls 396 Filling of tower pils after concreting. 396 Sub total-41 23549.48 23373.13 Net Surplus Earth to be Disposed off 176.35 OTES:- NET SUMPLUS EARTH TO BE DISPOSED OFF = 176.35 cum approx. i.e., 4.3 cum/ per. tower. At most of tower locations, out of total earth filling as computed above, 20 to 40 % of stone/ boulders other than soil likely be found during excavation which will be used in revetment work and as a filter media behind the revetment wall. Since earth filling is a combination of soil and stone/ boulders, but practically earth/ soil is required to be borrowed from ther locations for maintaining the tower benches with earth filling. In exceptional cass, if stone/ boulders not found during cutting and excavation then plinth/ height of retaining walls to be preased for consuming surplus earth	T. Alamira	194.80° (aug totarno	27.018	32.436
41 T-41 Backfilling behind retaining walls 0.00 41 T-41 Backfilling behind retaining walls 396 Filling of tower pits after concreting. 501.23 428.436 Sub total-41 23549.48 23373.13 Net Surplus Earth to be Disposed off 176.35 IOTES:- NET SUMPLUS EARTH TO BE DISPOSED OFF = 176.35 cum approx. i.e., 4.3 cum/ per. tower. At most of tower locations, out of total earth filling as computed above, 20 to 40 % of stone/ boulders other than soil likely to be found during excavation which will be used in revetment work and as a filter media behind the revetment wall. Since earth filling is a combination of soil and stone/ boulders, but practically earth/ soil is required to be borrowed from ther locations for maintaining the tower benches with earth filling. In exceptional cass, if stone/ boulders not found during cutting and excavation then plinth/ height of retaining walls to be pareased for consuming surplus earth	35	and the second	Bench cutting/ filling + Breast wall cutting	the second se	1. Here 3. 12. 19 19
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O/o Sr. Manager, Project Implementation Unit, HPPTCL, CFC Building, Kala Amb (H.P.) - 173030

Furthermore, it is worth mentioning that the geological composition of the site mainly consists of a combination of soil and boulders/stones of various sizes. During excavation, the material extracted typically contains 20-40% usable boulders/stones, which are utilized for the revetment work of the towers. The boulders/stones extracted from the excavated soil are reused to as a filter media behind the retaining wall. Consequently, it can be ensured that the estimated surplus earth will be fully utilized within the tower site or at other tower locations wherever necessary.

By considering these factors, we can effectively manage the surplus soil and incorporate it into the construction process, optimizing its usage and eliminating the requirement for external disposal. An undertaking in this effect is enclosed herewith.

> Senior Manager (Projects) PIU Kala-Amb, HPPTCL, Distt. Sirmaur (HP)



हिमाचल प्रदेश HIMACHAL PRADESH 20AA 825596 UNDERTAKING REGARDING MUCK MANAGEMENT

I, Pradeep Singh, Sr. Manager (Projects) H.P.Power Transmission Corporation Ltd., (HPPTCL), P.I.U. Kala Amb, District Sirmaur, H.P. have applied for the diversion of 17.84 Hectare of Forest Land for construction of 132 kv MCT line on 220 kv Tower from 220/132/33 kv HPPTCL Substation Andheri to T-20/21 of existing 132 kv Jamta-Kala Amb Transmission line at Kala Amb, Distt. Sirmaur, H.P..

I Pradeep Singh Sr.Manager(Projects) PIU Kala Amb, H.P. H.P. Power Transmission Corporation Ltd., do hereby solemnly undertake that :" All the Muck and Boulders/Rock etc, Generated during the erection of the towers for aforementioned transmission line will be utilized in the diversion area for filling purpose and no kuck will be duringed in the diversion of the towers.

and no kuck will be dumpted in the Forest Land.

I S?. Manger (Project) PIU Kala Amb, H.P. Power Transmission Corporation Ltd., do hereby verify that the contents of this This Athdays on path has been presented by the depunent cursonally today of the comment of the comment of the second s

the same have been read over and war and war file dependent wahan, H.P., on this 27th day of June, 2023. nave been admitted correct by the neographic the dependent has been admitted by shripting of the neographic transfer of the neograph

Who is known to my heard in stee

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Advocate & Notary Nahao H.P. (India)

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I, Pradeep Singh , Sr Manager (Projects) , PIU , Kala Amb , Himachal Pradesh power Transmission corporation Limited , do hereby solemnly affirm and declare that:-

1 That HPPTCL has proposed construction of 132KV MCT line on 220 KV MCTs with ACSR conductor from 220/132 KC sub Station Andheri to Tower No-20/21 of existing 132 KC Jamta- Kala Amb transmission line at Kala Amb, Distt Sirmour H.P 2 HPPTCL does not acquire the private land for construction of tower instead execute an easment agreement with the Land owners for hassle free construction and future maintenance of the towers. E.

3 For the aforementioned transmission line 31 member of towers 14.4.9 shall be installed in the land owned by private individual. As on date 26/6/2023, HPPTCL has signed easement agreement with landowners of 23 towers locations and negotiation with remaining

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ger (P ojects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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land owners in currently in process. The list of individual with whom easement agreement has been signed is enclosed as Annexure-A.

For processing of forest case for stage-1 approval of proposal number PP/HP/Trans/157184/2022 namely "Diversion of 17.84 Hectare of forest land for construction of 32 KV MCT line on 220 Kv Towers from 220/132 KV sub station Andheri to tower No- 20/21 . I pradeep Singh Sr Manager (projects ,PIU Kala Amb . H.P.P.T.C.L do hereby solemnly undertake to comply with the

following conditions prior to stage -2 approval in the forest ca se.

1 HPPTCL (user Agency) shall submit the NOC / Easement Agreemen ent / approval of Telegraph Act (1885) for usage of land from Private induvisuels where in HPPTCL has proposed installation of towers for construction of aforementioned 132 KV Transmission

line

VERIFICATION: -

er (Projects) H.P.P.T.C.L., PIU Kala-Amb I, the abovenamed deponent dontereby very 173030

the contents of this affidavit a retrue and correct, nopart of it is false and nothing hasbeen concealed there In.

Verified at Nahanonthis the 26/6/2023.

This Attinavit on path has been Presented before me for greating wy un 26-6 the conference by the operation of uned to the deponent which the same of a community Jeupnent has been have been admis. identified by shri..... Who is known to me head

Advocate & Notary

Senior Manager (Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030 Details of Agreement for Towers of "132 kV MCT line on 220 kV towers with ACSR Zebra conductor from 220/132 kV Andheri substation to T-20&21 of existing 132 kV Jamta-Kalaamb" on private land.

	mb"on private land.	1	1
Sr. No	Tower Description	Status	Sub Annexure
1.	T-2	Under process	N/A
2.	T-3	Easement Agreement signed with land owners	Annexure-A.1
3.	T-6	Easement Agreement signed with land owners	Annexure-A.2
4.	T-7	Easement Agreement signed with land owners	Annexure-A.3
5.	T-8	Easement Agreement signed with land owners	Annexure-A.4
6.	T-9	Under process	N/A
7.	T-10	Under process	N/A
8.	T-11	Easement Agreement signed with land owners	Annexure-A.5
9.	T-12	Easement Agreement signed with land owners	Annexure-A.6
10.	T-13&14	Easement Agreement signed with land owners	Annexure-A.7
11.	T-15	Under process	N/A
12.	T-16	Easement Agreement signed with land owners	Annexure-A.8
13.	T-17	Under process	N/A
14.	T-18	Under process	N/A
15.	T-19	Easement Agreement signed with land owners	Annexure-A.9
16.	T-20	Under process	N/A
17.	T- 21&22	Easement Agreement signed with land owners	Annexure-A.10
18.	T-28	Easement Agreement signed with land owners	Annexure-A.11
19.	T-29	Easement Agreement signed with land owners	Annexure-A.12
20.	T- 30, 31 & 32	Easement Agreement signed with land owners	Annexure-A.13
21.	T-33	Easement Agreement signed with land owners	Annexure-A.14
22.	T-34	Easement Agreement signed with land owners	Annexure-A.15
23.	T-35	Easement Agreement signed with land owners	Annexure-A.16
24.	T-36	Easement Agreement signed with land owners	Annexure-A.17
25.	T-37	Easement Agreement signed with land owners	Annexure-A.18
26.	T-38	Under process	N/A
27.	T-39A	Easement Agreement signed with land owners	Annexure-A.19

Annexure- A.1

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Agreement

This agreement is made on this the of May 2023 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh. Mukhtyara, Sh. Narota S/o Sh. Lekhu Ram Vill Andheri, Tehsil Nahan, District. Sirmaur H.P., (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

TEST Entergeas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Transmission line from 220/132/33 kV HPPTCL Substation Andheri to T-20&21 Jamta Kala Amb Line and in connection with aforesaid project it is required to construct the security of the securi

H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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Mitter Singh Stamp Vendor Lic. No. 1/2004 Court Complex, Nahan

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Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 182/138/89 Khata/ Khatauni no. 9/12 min as per Jamabandi for the year 2017-2018 of Andheri Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **3 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. That in consideration to the Company making payment towards a total payable compensation of Rs 571388,/- (Five lakhs seventy one thousand three hundred eighty eight rupees only) the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 9/12min Khasra No. 182/138/89 mesuring 285.4 square mtr Jamabandi Years 2017-2018 situated at Andheri Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the

electric current is passing through or capable of running through the aforesaid transmission line.

2. That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the **TTE Contents**ion line on the aforesaid land and upon receipt of the aforesaid densation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to

Nahan H.P. (Included and necessary area adjacent and contiguous thereto and shall not Create any obstruction, hindrance or objection of any nature whatsoever either

H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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directly or through any of his family member, agent, servant, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

- 3. That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.
- That the landlord is the sole owner in possession of the land subjects to the 4. sale deed /agreement no. wherein Sh. Mukhtyara, Sh. Narota has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation , the fandlord shall deal with the same and reimburse any claim which may be determined, or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.
- 5. That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the

landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the or down whether himself or any other person to whom the power of attorney whether given, will be deemed to be full and final settlement for and on the or difference of and on the share holders.

when HPhill the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to

H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

& Notary

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any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

- 7. That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.
- 8. That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.
- 9. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at khasra no.</u> <u>182/138/89 Khata/Khatauni no 9min/12min Muhal Andheri Tehsil</u> <u>Nahan Distt Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made
- 10. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. $\underline{3}$ is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- 11. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs 571388/-(Five lakhs seventy one thousand three Hundred Eighty eight rupees</u> only) received by him towards total compensation/ consideration paid under this agreement.
- 12. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied

When required by the company.

URAJ PRANE OF AUKKOO Adjocate Under the parties herein expressly agrees that in the event of any dispute and Nahan Haiffeliences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER TRANSMISSION

H.P.P.T.C.L., PIU Kala-Amb

H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses:

Charment Contract

1. Er Sakrabh J.E(E)

HPPTCL PIL Kala-AND

2.

(Authorized signatory) Senior Manager (Projects) for and on behalf of 1. HP Power Transmission Corporation Ltd. (First Party)

(.....)

(i)Name) Name Sh. Mukhtyara (Landlord) Resident of Village Bogariya Tehsil Nahan Distt., Sirmaur(H.P.)

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(ii)Name Sh. Narota (Landlord)
 Resident of Village Bogariya
 Tehsil Nahan Distt., Sirmaur(H.P.)

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Annexure- A.2

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Agreement

This agreement is made on this the 13th of December, 2022 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh.Bhool Singh S/o Sh.Motti Ram Vill Trilokpur, Tehsil Nahan, District. Sirmaur H.P., (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Transmission line from 220/132/33 kV HPPTCL Substation Andheri to T-20&21 Jamta Kala Amb Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb

Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

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And whereas; the land of the Landlord comprising in Khasra No. 173 Khata/ Khatauni no. 39/44 as per Jamabandi for the year 2013-2014 of Trilokpur Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission. line on the said land owned by the landlord. And whereas the landlord has appreed to allow the company to locate, construct, erect and maintain Tower to 6 of 132 kV M/C Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

- 1. That in consideration to the Company making payment towards a total payable compensation of Rs 9,94,160/- (Nine lakhs ninety four thousandone one hundered sixty rupees only) the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 39 min/44min Khasra No. 173 mesuring 289 square mtr Jamabandi Years 2017-2018 situated Triolkpur Tehsil Nahan Distt.Sirmaur H.P. The said at compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the electric current is passing through or capable of running through the aforesaid transmission line.
 - 2. That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower

Band Spl H.P.P.T.C.L., PIU Kala-Amb TIN GUPTAS Distt. Sirmour (H.P.) - 173030 Advocate & Notary Nanan H.P. IIndian

for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to

be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.

- That the landlord is the sole owner in possession of the land subjects to 4. the sale deed / agreement no. wherein Sh. Bhool Singh has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation, the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.
- 5. That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the

landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of

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H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

- 6. That the land lord hereby further agrees that if the Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.
 - 7. That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said and and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.

That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.

- 10. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at</u> <u>khasra no. 173 Khata/Khatauni no 39min/44min Muhal</u> <u>Trilokpur Tehsil Nahan Distt Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
- 11. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. $\underline{\mathbf{6}}$ is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- 12. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs</u> 9,94,160/- (Nine lakhs Ninety four thousand one Hundered sixty

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rupees only received by him towards total compensation/ consideration paid under this agreement.

- 13. That the landlord expressly agrees that his legal heirs, executers] > assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.
 - That the parties herein expressly agrees that in the event of any dispute 14. and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at shall have exclusive jurisdiction in this matter

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses:

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(Authorized signatory

for and on behalf of 1. HP Power Transmission Corporation Ltd.

(First Party) Senior Manager (Projects) H.I.P.T.G.L. PIU Kala-Amb (i)Name) Name Sh. Bhool Singh (Landlord) **Resident of Village Trilokpur** Tehsil Nahan Distt., Sirmaur(H.P.)

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Annexure- A.3

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This agreement is made on this the 5th **of April, 2023** between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager -HPPTCL PIV Kala Amb.

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And

^{Na} Sh.Yashpal Singh,Sh.Sanjay S/o Smt Nirmala,Sh.Vidwan Singh,Sh. Sandeep Singh S/o Late Sh. Ratan Singh,Smt Ramwati W/o Late Sh. Ratan Singh,Smt Kamlesh Devi D/o Smt Shanti Devi Vill Trilokpur,Tehsil Nahan, District. Sirmaur H.P., (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Transmission line from 220/132/33 kV HPPTCL Substation Andheri to T-20&21 Jamta Kala Amb Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 170, 875/167 Khata/ Khatauni no. 69min/109min as per Jamabandi for the year 2013-14 of Trilokpur Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line. connected to the 220/132/33 kV HPPTCL Substation Andheri. H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

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And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **7 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

That in consideration to the Company making payment towards a total payable compensation of <u>Rs 579640/- (Five Lakh seventy nine thousand six hundered forty Rupees only)</u> the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 69min/109min Khasra No. 170,875/167 mesuring
 Khata/Khatoni 69min/109min Khasra No. 170,875/167 mesuring
 Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the

electric current is passing through or capable of running through the aforesaid transmission line.

- 2. That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land , entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.
- 3. That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his

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- That the landlord is the sole owner in possession of the land subjects to 4. the sale deed / agreement no. wherein Sh. Yashpal Singh Sh. Sanjay. Sh. Vidwan Singh, Sh. Sandeep Singh and others has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.
- 5. That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the landlord or any share holder in respect of their share in the proceeds on ATALEHA cate & Notary account of compensation for providing the land for purpose of construction Nanan H.P. (India) and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

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- That the land lord hereby further agrees that if the Company so desires, he 6. will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.
- 7. That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.
- That the landlord shall not do any act which may cause any damage to 8. the equipment or tower installed / erected upon the aforesaid land.
- 9. That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including

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employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.

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- 10. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at khasra no.</u> <u>170,875/167 Khata/Khatauni 69min/105Min Muhal Trilokpur</u> <u>Tehsil Nahan Distt Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
- 11. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. 7 is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- 12. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs 579640/-</u> (Five Lakh seventy nine thousand six hundered forty rupees only) received by him towards total compensation/ consideration paid under this agreement.
- And the 13 and here installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.
 - 14. That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses:

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for and on behalf of 1 (PHP Power Transmission Corporation Ltd. (First Party) P.) - 173030

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(i)Name) 1. Name Sh. Yashpal Singh Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

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(2)Name Sanjay Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

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(3)Name Vidwan Singh Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

Sanchy Singh)

(4)Name Sandeep Singh Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

(.....RTI)

(5)Name Smt Ramwati Resident of Village Trilokpur

Tehsil Nahan Distt., Sirmaur(H.P.)

(.....)

(5)Name Smt Kamlesh Devi Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

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Annexure- A.4

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Agreement

This agreement is made on this the 11th of October, 2022 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh. Gian Singh S/o Sh. Ujagar Singh VPO TrilokpurTehsil Nahan, District. Sirmaur H.P., (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Transmission line from 220/132/33 kV HPPTCL Substation Andheri to T-20&21 Jamta Kala Amb Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

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Senior Manager (E) Project Implementation (Pro-H.P.P.T.C.L. Malace (Pro-

ATTESTED Advocate & Notar Nanan H.P. (India)

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NAHAN (H.P.)

And whereas; the land of the Landlord comprising in Khasra No. 869/165 Khata/ Khatauni no. 47/54 as per Jamabandi for the year 2013-2014 of Trilokpur Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri. 181

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the oforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for the provident and to locate one of the Transmission tower of the aforesaid transmission the on the said land owned by the landlord. And whereas the landlord has of the provident to allow the company to locate, construct, erect and maintain Tower no. 8 of 132 kV M/C Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. That in consideration to the Company making payment towards a total payable compensation of <u>Rs 5,79,640,/- (Five lakhs Seventy nine thousand six hundered forty rupees only)</u> the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 47min/54min Khasra No. 869/165 mesuring 337 square mtrs. Jamabandi Years 2013-2014 situated at Triolkpur Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the

electric current is passing through or capable of running through the aforesaid transmission line.

That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to

Project Implementation Un. H.P.P.T.C.L. Kala Amb (Fi.L.)

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Advocate & Notary Nahan H.P. (India)

be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.

That the landlord is the sole owner in possession of the land subjects to the sale deed / agreement no. wherein Sh.Gian SinghS/o Sh.Ujagar Singh has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation ,the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.

5. That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the

landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

Senior Manager (1:,

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- 6. That the land lord hereby further agrees that if the Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.
- 7. That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.

^{P1} That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.

- 10. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at</u> <u>khasra no. 869/165 Khata/Khatauni no 47min/54min Muhal</u> <u>Trilokpur Tehsil Nahan Distt Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
- 11. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. <u>8</u> is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- 12. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs</u> <u>5,79,640/- (Five lakhs Seventy nine thousand Six Hundered Forty</u> <u>rupees only)</u> received by him towards total compensation/ consideration paid under this agreement.
- 13. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.

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Exhiry Date 31.05.2023

> Project Implementation Unit H.P.P.T.C.L. Kala Amb (H.P.)

NITIN GUP Advocate & Nota Nahan H.P. (India

14. That the parties herein expressly agrees Mat in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sold Arbitrator to be appointed by HP POWER

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TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at shall have exclusive jurisdiction in this matter

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

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Witnesses:

1. Sn. Hitash Kuman Sto kheon Sign Ryo HPP Se Kala Am

2. Sn. Rahuel 37. Sn Raghubio sign Ph ypertoileckput Ten Linhen

(Authorized signatory)

Project huplente for and on behalf of 1. HP Power Transmission Corporation Ltd. (First Party)

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(i)Name) Sh. Gian Singh S/o Sh.Ujaagar Singh **Resident of Village Trilokpur** Tehsil Nahan Distt., Sirmaur(H.P.)

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Advocate & Notar Nahan H.P. (India)

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1.0 executant lias Panwar J-E who is personally known to me hence attested

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Agreement

This agreement is made on this the 10th of August, 2022 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh. Prithvi Raj S/o Sh. Sh. Savan S/o Sh. Dharmu, R/o Village Trilokpur, Tehsil Nahan, District. Sirmaur H.P., (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Transmission line from 220/132/33 kV HPPTCL Substation Andheri to T-20&21 Jamta Kala Amb Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb

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Whereas: HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act

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And whereas; the land of the Landlord comprising in Khasra No. 759/414/1 Khata/ Khatauni no. 116/74 as per Jamabandi for the year 2013-2014 of Trilokpur Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **11 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

That in consideration to the Company making payment towards a total payable compensation of <u>Rs 4,97,080,/- (Four lakhs ninety seven thousand eighty rupees only)</u> the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 116min/174min Khasra No. 759/414/1 mesuring 0.7 bigha/289 Sq Mtrs. Jamabandi Years 2013-2014 situated at Triolkpur Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the

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electric current is passing through or capable of running through the aforesaid transmission line.

That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is

be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatspever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.

That the landlord is the sole owner in possession of the land subjects to the sale deed / agreement no. wherein Sh. Prithvi Raj has legal right. title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation , the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD, will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.

That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all

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the claims as well as any future claim whatsoever that might be made by the

landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

That the land lord hereby further agrees that if the Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.

That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

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8. That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.

9. That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.

That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>0-07 bishwa/289 Sq.Mtrs. of land</u> <u>situated at khasra no. 759/414/1 Khata/Khatauni no</u> <u>116min/174min Muhal Trilokpur Tehsil Nahan Distt Sirmaur</u> <u>HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.

- That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. $\underline{11}$ is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- 12. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs</u> <u>4,97,080/- (Four lakhs Ninety seven thousand eighty rupees only)</u>

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received by him towards total compensation/ consideration paid under this agreement.

That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.

That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at shall have exclusive jurisdiction in this matter.

In witness whereof; the parties to this agreement have set their hands to 8 Shese present on the year first mentioned above.

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(Authorized signatory) Senior Manager (Projects) for and on beha Transmission (First Part Sirmour

(i)Name)

(ii)Name Prithvi Raj (Landlord) Resident of Village Trilokpur

Tehsil Nahan Distt.,

This affidavit of Shrismi me to attestatic on oath has been presented befby the deponent personally to day or The contents of the same have been 28.1220 read over and explained to the deponent which have been admitted correct by the deponenty The deponent has identified by Shri...N. O.S.el 2120, Who is known to me hence attested

Advocate & Public Notary Nahar (H P' India

Sirmaur(H.P.)

Annexure- A.6

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Agreement

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This agreement is made on this the 10th of August, 2022 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative (Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh. Hans Raj, Sh. Puran Chand and Sh. Jai Singh all sons of Late Sh. Inder and Sh. Pardeep Kumar, Vinod Kumar sons of Sh. Om Prakash, R/o Village Trilokpur, Tehsil Nahan, District. Sirmaur H.P., (herein after called the Landlord) of the other part and which expression shall include their legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Fransmission line from 220/132/33 kV HPPTCL Substation Andheri to T-20&21 Jamta Kala And Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb

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Whereas: HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya' in pecordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 620/421/1 Khata/ Khatauni no. 118/176 as per Jamabandi for the year 2013-2014 of Trilokpur Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **12 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

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That in consideration to the Company making payment towards a total payable compensation of <u>Rs 6,20,920,/ (Six lakhs twenty thousand</u> <u>nine hundred twenty rupees only)</u> the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 118/176 Khasra No. 620/421/1 mesuring 0.9 bigha/361 Sq.Mtrs. Jamabandi Years 2013-2014 situated at Triolkpur Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the

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electric current is passing through or capable of minning through the aforesaid transmission line.

That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to

be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.

That the landlord is the sole owner in possession of the land subjects to the sale deed / agreement no. wherein Sh. Hans Raj, Puran Chand, Jain Singh, Pardeep Kumar and Vinod Kumar has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation, the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of Sthe claim or compensation which is being paid to the Landlord and HP EPOWER TRANSMISSION CORPORATION Ltd shall not be responsible for $^{\circ\circ}$ $^{\circ}$ the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of The landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.

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That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the

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landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

- That the land lord hereby further agrees that if the Company so desires, б. he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.
- That the landlord hereby expressly indemnifies the company against 7. any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.
- That the landlord shall not do any act which may cause any damage to 8. the equipment or tower installed / erected upon the aforesaid land.
- 9. That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.

That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of 0-09 bishwa/361 Sq.Mtrs. of land situated at khasra no. 620/421/1 Khata/Khatauni no 118/176 Muhal Trilokpur Tehsil Nahan Distt Sirmaur HP on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.

That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. $\underline{12}$ is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.

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- 12. POWER TRANSMISSION CORPORATION LTD. The amount of Rs 6,20,920,/- (Six lakhs twenty thousand nine hundred twenty rupees only) received by him towards total compensation/ consideration paid under this agreement.
- That the landlord expressly agrees that his legal helps, executers 13. assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.
- 14. That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site Br at, (HP). The Court at shall have exclusive jurisdiction in this matter.

witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

> (Authorized signatory) for and on behalf of Transm 2119 35

(.... (i)Name)

Senior Manager (Projects)

PILLASS

(ii)Name Hans Raj, Puran Chand (Landlord) Jai Singh, Pardeep Kumar, Vinod Kumar Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

This affidavit of Shring Th

Witnesses:

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on oath has been presented bef- me to attestand by the deponent perionally to down 2.28 Cas. The contents of the same have town read over and explained to the deponent which have been admitted correct by the deponent. The deponent has Identified by Shri. Who is known to me hance attested

> KAVITA KASHYAD Advocate & Public Not. Nahan IH P' Inuid

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Annexure-A.7

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Agreement

This agreement is made on this the 03rd of October, 2022 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh. Dhanveer Singh, Sh. Yudhveer Singh, Sh Sukhbir Singh S/o Sh. Sh. Raghubir Singh Vill Trilokpur, Tehsil Nahan, District. Sirmaur H.P., (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a $13 \pm kV$ M/C Transmission line from 220/132/33 kV HPPTCL Substation Andheri to T-20&21 Jamta Kala Amb Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb

Project Implementation Unit

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NO. AN Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Accordance with the provision as authorized and permitted under the provisions of the Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

Troping whereas, the land of the Landlord comprising in Khasra No. 994/424/1, 1086/537/1 Regd. Khasa/ Khathuni no. 15/18 and as per Jamabandi for the year 2013-2014 of Trilokpur Expire Tensil, Namon Distt. Sirmaur H.P., is falling within the right of way / alignment of the 31 Topes of transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. 13&14 of 132 kV M/C Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

1.That in consideration to the Company making payment towards a total payable compensation of Rs 31,92,320,/- (Thirty one lakhs ninety two thousand three hundered twenty rupees only) the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 15min/18min Khasra No. 994/424/1,1086/537/1 mesuring 928 square mtr Jamabandi Years 2017-2018 situated at Triolkpur Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the electric current is passing through or capable of running through the aforesaid transmission line.

Project Implementation Unit H.P.P.T.C.L. Kala Amb (H.P.)

ATTAES Advocate & Nanan H.P. IIndiai

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That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is R

be heated and necessary area adjacent and contiguous thereto and shoul not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land , entering upon the land, commencement of any activity in relation to the installation, Enstruction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.

- That the landlord is the sole owner in possession of the land subjects to /agreement wherein Sh.Dhanveer deed no. sale the Singh, Sh. Yudhveer Singh, Sh. Sukhbir Singh has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation , the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.
- That the compensation which is being received by the land lord in 5. pursuance to this agreement shall be in full and final settlement of all

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Project Implementation Unit H.P.P.T.C.L. Kala Amb (H.P.)

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the claims as well as any future claim whatsoever that might be made by the

landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

That the land lord hereby further agrees that if the Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.

- 7. That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.
- 8. That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.
- 9. That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.
- 10. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at</u> <u>khasra no. 994/424/1,1086/537/1 Khata/Khatauni no</u> <u>15min/18min Muhal Trilokpur Tehsil Nahan Distt Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
- 11. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. **13&14** is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.

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Project Implementation Unit H.P.P.T.C.I. Kala Amb (11.1.)



Advocate & Notar Nanan H.P. (India)

12. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs</u> <u>31,92,320/- (Thirty one lakhs Ninety two thousand three</u> <u>Hundered twenty rupees only)</u> received by him towards total compensation/ consideration paid under this agreement.

That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of lowers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.

That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at shall have exclusive jurisdiction in this matter. In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses:

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1.Sh. Sourabh J.E HITCL Kala Amb, Teh. Na! (4.7) 2.

(Authorized Signatory) Project Implementation Unit for and on behalf of L¹ HP Power(P) Transmission Corporation Ltd. (First Party)

Dethelan

(i)Name) Name Sh.Dhanveer Singh(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

 (ii)Name Yudhveer Singh (Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

M

(ii)Name Sukhbir Singh (Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

The contents of the same has been read over and explained to be correct

the executant has been identified by

who is personally known to me hence attested

NITIN GUPT Advocate & Public Notary 3 Nahan (H.P.) India





Agreement

HIMACHAL PRADESH

This agreement is made on this the 9th of March, 2023 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh. Ratan Singh S/o Late Sh.Prabhu,Sh. Chaman Lal,Sh. Husan Singh,Sh. Balbeer Singh S/o Late Sh. Krishan Lal, Sh. Anil Kumar S/o Late Sh. Karam Singh, Smt Suman Lata, Smt Neeraj Bala D/o Late Sh.Sh. Karam Singh,Smt Nirmala Devi W/o Late Sh. Karam Singh Vill Trilokpur, Tehsil Nahan, District. Sirmaur H.P., (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Transmission line from 220/132/33 kV HPPTCL Substation Andheri to T-20&21 Jamta Kala Amb Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb

H.P.P.T.C.L., PIU Kala-Amb, Distt. Sirmour (H.P.)-173030

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Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 1083/537 Khata/ Khatauni no. 107min/151min as per Jamabandi for the year 2013-14 of Trilokpur Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **16 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

That in consideration to the Company making payment towards a total 1. payable compensation of Rs 13,76,000/- (Thirteen lakhs seventy sic thousand only) the landlords as per their share has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 107min/151min Khasra No. 1083/537 mesuring 400 square mtr Jamabandi Years 2013-2014 situated at Triolkpur Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the

electric current is passing through or capable of running through the aforesaid transmission line.

NITIN GUERA Advocite & Notary 3 2-3 Nanan H.P. Indiai 2. That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to

be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

- 3. That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.
- That the landlord is the sole owner in possession of the land subjects to 4. the sale deed / agreement no. wherein Sh. Ratan Singh, Sh. Chaman Lal, Sh.Anil Kumar has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation ,the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.
- 5. That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the

by the R.P.P.T.C.L., PIU Kala-Amb. Dist. Sirmour (H.P.)-173030

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landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

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- 6. That the land lord hereby further agrees that if the Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.
- 7. That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.
- 8. That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.
- 9. That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.
- 10. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at</u> <u>khasra no. 1083/537 Khata/Khatauni 107min/151Min Muhal</u> <u>Trilokpur Tehsil Nahan Distt Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
- 11. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. <u>16</u> is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- 12. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs</u> <u>1376000/- (Thirteen Lakh seventy six thousand only)</u> received by share holders towards total compensation/ consideration paid under this agreement.

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- 13. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.
- 14. That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at shall have exclusive jurisdiction in this matter

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses: J.E HPPCL Icala Amb, Ten. Neu Hitesh Icyman. 2 Shi A.F. H-P-P.C.L Icala Amb, Tenin

(Authorized signatory)

for and on behalf of 1. HP Power Transmission Corporation Ltd. (First Party)

(i)Name) Name Sh. Ratan Singh (Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

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 (ii)Name Chaman Lal (Landlord) Resident of Village Trilokpur Tehsil Nahan Distt.,

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(ii)Name Husan Singh(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

Sirmaur(H.P.)

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(ii)Name Balbeer Singh(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

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(ii)Name Anil Kumar(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

Juman

(ii)Name Smt Suman(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

(ii)Name Smt Neeraj

Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

(ii)Name Smt Nirmala

Advocate & Public NotaryC Nahan (H.P.) India

Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

Advisor Nanan H.F. Und

This Ancement nas been presented before me for attestation on the executant personally today on 89,00,000 The contents of the same has need read over and explained to associtant which have been admitted to be current. The executant has dean intentified be Shri Sources J. E. H.P.P.C. who is personally known to me induce attested

Bala(Landlord)

Devi(Landlord)

Annexure-A.9

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CHAL PRADESH

Agreement

This agreement is made on this the 10th of August, 2022 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, \mathcal{A} anjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall Jinclude its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

ShaHukmi Ram and Sh. Om Prakash S/o Sh. Sh. Ram Swaroop S/o Sh. Kesho, R/o Village Trilokpur, Tehsil Nahan, District. Sirmaur H.P., (herein after called the Landlord) of the other 2 part and which expression shall include their legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Transmission line from 220/132/33 kV HPPTCL Substation Andheri to T-20&21 Jamta Kala Amp Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb

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Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 486/1 Khata/ Khatauni no. 78/113 as per Jamabandi for the year 2013-2014 of Trilokpur Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **19 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. That in consideration to the Company making payment towards a total payable compensation of Rs 4,97,080,/- (Four lakhs ninety seven thousand eighty rupees only) the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 78/113 Khasra No. 486/1 mesuring 0-7 bigha/289 Sq.Mtrs. Jamabandi Years 2013-2014 situated at Triolkpur Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the dv

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electric current is passing through or capable of running through the aforesaid transmission line.

That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to

be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.

4. That the landlord is the sole owner in possession of the land subjects to the sale deed / agreement no. wherein Sh. Hukmi Ram & Om Prakash has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation ,the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.

That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all

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the claims as well as any future claim whatsoever that might be made by the

landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

That the land lord hereby further agrees that if the Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.

That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

 That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.

That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.

That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>0-07 bishwa/289 Sq.Mtrs. of land</u> <u>situated at khasra no. 486/1 Khata/Khatauni no 78/113 Muhal</u> <u>Trilokpur Tehsil Nahan Distt Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.

That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. <u>19</u> is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.

POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs</u> 4,97,080/- (Four lakhs Ninety seven thousand eighty rupees only)

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received by him towards total compensation/ consideration paid under this agreement.

- 13. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.
- 14. That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at shall have exclusive jurisdiction in this matter.

In witness whereof; the parties to this agreement have set their hands to is there are a first mentioned above.

Witnesses:

(Authorizet Signatory) for and Smithe Mailger (Propersoner Transmipsion Comparison Ltd.

Distrinsiander (H.P.) 173030

(i)Name)

Conv (Extension (Extension Own) (Extension Own Ram (Landlord) Resident of With Personally thuman 108 Tobard ontakon alaura abo despondent Practicional Tehsil Nahan Distt., Sirmaur(H.P.)

KAVITA KASHYAP Advocate & Public Notary Nahar (H P ' India Annexure-A.10



हिमाचल प्रदेश HIMACHAL PRADESH

Agreement

This agreement is made on this the 9th of March, 2023 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh.Varinder Singh S/o Sh.Jeet Singh,Sh.Ravinder S/o Late Sh. Janveer Singh, Smt. Monika D/o Late Sh.Janveer Singh,Smt. Seema W/o Late Sh. Janveer Singh, Sh. Dalbeer Singh S/o Late Sh. Prithvi Singh,Smt Harvindra D/o Late Sh. Prithvi Singh, Smt Surindera D/o Late Sh. Prithvi Singh,Smt Krishna Devi D/o Sardar Singh, Sh.Mangat Ram,Dhanbeer Singh,Jangbeer Singh S/o Sh. Budh Singh, Sh.Beer Singh,Sh.Roop Singh,Sh. Sukhbeer Singh,Sh. Bharat Singh,Sh.Rajkumar S/o Late Sh. Narayan Singh,Smt Kamlesh,Smt Kanta,Smt Shayamsa D/o Late Sh. Narayan Singh,Smt Hero Devi W/o Late Sh. Narayan Singh,Sh. Bhoop Singh S/o Late Sh. Ramrakhu,Sh. Jeet Singh,Sh. Durga Singh,Sh. Ranveer Singh S/o Late Sh.Bhupender Singh,Kumari Suman Devi D/o Late Sh. Bhupender Singh, Smt Sheela W/o Late sh.Bhupender,Sh.Jaswant Singh S/o Smt Mastoo,Smt Vidya D/o Late Smt

Senior Manager (Projects) H.P.P.T.C.L., PIU Kala-Amb, Dist. Sirmour (H.P.)-173030 20AA 841047

and H.P. Power Bans-mon carpareer mon carpareer puminda Bharai Varinder Ho feet 8 Plo buldelper 217 16105 3 2028 9

Mastoo,Smt Shaloo Devi D/o Smt. Mastoo Vill Trilokpur,Tehsil Nahan, District. Sirmaur H.P., (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 1077/473,489 Khata/ Khatauni no. 71min/92min, as per Jamabandi for the year 2013-14 of Trilokpur Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate two of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. 21&22 of 132 kV M/C Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

 That in consideration to the Company making payment towards a total payable compensation of <u>Rs 30,75,360/- (Thirty lakhs seventy five</u> <u>thousand three hundered Sixty rupees only)</u> the landlords has asper their share expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 71min/92min Khasra No. 1077/473,489 mesuring 552,342 square mtr Jamabandi Years 2013-2014 situated at Triolkpur Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of

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compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the electric current is passing through or capable of running through the aforesaid transmission line.

2. That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to

be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

- 3. That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.
- 4. That the landlord is the sole owner in possession of the land subjects to the sale deed / agreement no. wherein <u>Sh.Varinder Singh, Sh.Mangat Ram</u> and other Land owners legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation ,the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of

R.P.P.T.C.L., PIU Kala-Amb, Bistt. Sirmour (R.P.)-173030

the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.

5. That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the

landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

- 6. That the land lord hereby further agrees that if the Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.
- 7. That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.
- 8. That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.
- 9. That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.
- 10. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at</u> <u>khasra no. 1077/473,489 Khata/Khatauni 71min/92Min Muhal</u> <u>Trilokpur Tehsil Nahan Distt Sirmaur HP</u> on receiving additional

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consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.

- 11. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. **21&22** is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- 12. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs</u> <u>3075360/- (Thirty Lakh seventy five thousand three hundered</u> <u>sixty rupees only)</u> received by share holders towards total compensation/ consideration paid under this agreement.
- 13. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.
- 14. That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at shall have exclusive jurisdiction in this matter

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses	::
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104

Senior Manager (Projects)

for and on behalf of 1. HP Powerb Transmission Corporation Ltd. (First Party)

(Ragnin'

(i)Name) (1)Name Sh. Varinder Singh

Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

(Landlord)

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NUMBERSON DEPENDENCE

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.

(2)Name Sh. Ravinder (Landlord) Resident of Village Trilokpur Tehsil Nahan Distt.,

WARDER ST. COMPACT

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(3)Name Smt Monika(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt.,

(......CMIGH____

(4)Name Smt Seema(Landlord) Resident of Village Trilokpur

(Oal The series)

(5)Name Sh.Dalbeer(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt.,

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(6)Name Smt Surindra(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt.,

Harindra

(7)Name Smt Harindra(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt.,

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(8)Name Smt Krishna Devi

Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

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Same

 Name Sh. Mangat Ram(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt.,

station .

(10) Name Sh. Dhanbeer

Resident of Village Trilokpur Tehsil Nahan Distt.,

1. Jangleur Suge

(11) Name Sh. Jangbeer

Resident of Village Trilokpur

(12) Name Sh. Beer Singh(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

(.....)

(13) Name Sh. Roop Singh(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

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(14) Name Sh. Sukhbir

Resident of Village Trilokpur Tensil Nahan Distt., Sirmaur(H.P.)

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(15) Name Sh. Bharat.

Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

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(16) Name Sh. Rajkumar(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

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(कमतिश)

(17) Name Smt Kamlesh(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

(-----)

(18) Name Smt Kanta(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

Shyama Dew

(19) Name Smt Shayama(Landlord) Residen Gage Trilokpur Tehren Gott, Sirmaur(H.P.)

(....

(20) Name Smt Hero Devillandlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

(21) Name Sh Bhoop Singh(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

(..... ********

(22) Name Sh Jeet Singh(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

Uspello

(23) Name Sh Durga Singh(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt.,

Sirmaur(H.P.)

versma

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(24) Name Sh Ranveer

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Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

.....) (...

(25) Name Kumari Suman Devi

Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

वालाद्दी

(26) Name Smt Sheela (Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

(27) Name Sh.Jaswant

Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

ATSTZZAT (28) Name Smt Vidya

Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)

(29) Name Smt Shaloo(Landlord) Resident of Village Trilokpur Tehsil Nahan Distti,

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Annexure- A.11

क्षारखीय यस ज्यायिक

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Agreement

This agreement is made on this the **of May, 2023** between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh. Shashi Pal, Jitender Pal, Virender Pal S/o Sh. Krishan, Sh. Saurav Ratan S/o Sh. Gyan Chand Village Salani Tehsil Nahan(herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb.

H.P.P.T.C.L., PIU Kala-Amb

H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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So Late Sh. Jyoti Ram Eleonos No. 2/96 Stamp Vender Court Nahan Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilapur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 304/220/21 Khata/ Khatauni no. 2min/2min, as per Jamabandi for the year 2017-18 of Salani Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **28 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. That in consideration to the Company making payment towards a total payable compensation of <u>Rs 16,64,960/-</u> (<u>Sixteen Lakh sixty four thousand nine hundered</u> <u>sixty rupees only</u>) the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be

, PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

228

determined by the company upon land measuring Khata/Khatoni 10min/10min Khasra No. 304/220/21 measuring 484 square mtr Jamabandi Years 2017-18 situated at Salani Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the electric current is passing through or capable of running through the aforesaid transmission line.

That the landlord expressly agrees to make available 2. portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall. thereafter, provide all reasonable access for all times to the site where the Tower is to

be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant. employee etc. for lying possession of the land , entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and activities, including any allied alignment the of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

That the landlord expressly agrees that the aforesaid 3. compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any Jours allow manner before any authority / Court of law.

H.P.P.T.C.L., PIU Kala-Amb

Distt. Sirmour (H.P.) - 173030

229

- That the landlord is the sole owner in possession of the land subjects to the sale deed /agreement no. wherein Sh.Shashi Pal, Sh. Jitender Pal, Sh. Virender Pal, Sh. Saurav Ratan has legal right, title or interest in the same to the extent as per mutation entered in the revenue. records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation , the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER. TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.
- 5. That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.
- That the land lord hereby further agrees that if the б. Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.

4.

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Distt. Sirmour (H.P.) - 173030

7. That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or. interest including co-ownership rights to the said land and in the event of any such claim being made by any person. what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

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- That the landlord shall not do any act which may cause 8. any damage to the equipment or tower installed / erected upon the aforesaid land.
- That the landlord has been informed of the possible. 9. hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.
- That the landlord expressly agrees to provide additional 10. adjoining land if required up to a maximum of 01 bishwa of land situated at khasra no 304/220/21 Khata/Khatauni 2min/2 Min Muhal Salani Tehsil Nahan Distt Sirmaur HP on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
- That the land lord expressly agrees that if in case it is 11. found after the execution of this agreement that the proposed tower no. 28 is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- POWER TRANSMISSION CORPORATION LTD. The amount 12. of Rs 1664960/- (Sixteen Lakh Sixty four thousand nine hundered sixty rupees only) received by him une Alm

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towards total compensation/ consideration paid under this agreement.

- 13. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses:

1. Er saurabh J. E(E)

HPPTCL PILL Kala-ANG

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At, PIU Kala-Amb

(Authorized signatory) Senior Manager (Projects) for and on behalf of IkaHP Rower Transmission Corporation Ltd. (First Party)

 Name Sh. Shashi Pal Resident of Village Salani Tehsil Nahan DisSirmaur(H.P.)

(2)Name Sh.Jitender Pal Resident of Village Salani Tehsil Nahan DisttSirmaur(H.P.) 1 (3)Name Sh. Virender Pal Resident of Village Salani Tehsil Nahan Distt Sirmaur (4) Name Sh.Saurav Ratan Resident of Village Salani Tehsil Nahan Dist Sirmaur(H.P.) alth Carl of Barn Barniel 1 11 1 me micht Still ann finisge fi Martin Parks and the second of the second states of the

Annexure-A.12

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This agreement is made on this the **of May, 2023** between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

NOTARIA!

And

Sh. Roshan Lal S/o Sh.Pitamber Dutt Village Salani Tehsil Nahan(herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb.

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pr/23 HP PTCL KowA JN VASHPALKASKARTA S/o Late 3h. Jyoti Barn

leance No. 2/95 Stamp Vender Court Nahan

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khatla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 295/220/21 Khata/ Khatauni no. 10min/10min, as per Jamabandi for the year 2017-18 of Salani Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **29 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

1.

That in consideration to the Company making payment towards a total payable compensation of <u>Rs 16,64,960/- (Sixteen Lakh sixty four</u> <u>thousand nine hundered sixty rupees only</u>) the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 10min/10min Khasra No. 295/220/21 measing 484 square mtr Jamabandi Years 2017-18 situated at Salani Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection

H.P.P.T.C.L., PIU Kala-Amb

H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030



activities till the life of the Project and/or till the electric current is passing through or capable of running through the aforesaid transmission line.

- 2. That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.
- 3. That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.
 - That the landlord is the sole owner in possession of the land subjects to the sale deed /agreement no. wherein **Sh.Roshan Lal** has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation ,the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.

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- 5. That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.
- 6. That the land lord hereby further agrees that if the Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.
- 7. That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.
- 8. That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.
- 9. That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance
 from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.
 - That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at khasra no.</u> <u>295/220/21 Khata/Khatauni 10min/10 Min Muhal Salani Tehsil</u> <u>Nahan Distt Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made:
- 11. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. **29** is required to

H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.

- 12. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs</u> <u>1664960/- (Sixteen Lakh Sixty four thousand nine hundered sixty</u> <u>rupees only)</u> received by him towards total compensation/ consideration paid under this agreement.
- 13. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.

That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or reenactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at shall have exclusive jurisdiction in this matter

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses: 1. Hitesh Kumay AE, PIU Kala-Amb

2. EY salvabh J. E.E.

HPPTCL PIL- Kela-Arb

Aponent /

(Authorized signatory

for and on behalf of 1PHE Power Transmission Corporation Ltd. (First Party) P-1

(i)Name) (1) Name Sh. Roshan Lal Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

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Annxure-A.13

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HIMACHAL PRADESH Agreement

This agreement is made on this the 5th **of April, 2023** between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Smt. Pinki Sharma D/C Sh.Sunder Lal,

Sh.Prem Pal ,Sh.Vijender Kumar,Sh. Ajay Kumar,Sh. Arun Kumar S/o Sh. Pooran Dass, Sh. Shashi Bhushan S/o Sh. Rulia Ram,Suresh Kumar,Sh. Sudesh Kumar,Sh.Ramesh Kumar,Sh. Rakesh Kumar S/o Sh. Bhushan Lal, Smt Surinder Pal W/o Sh. Suresh Kumar,Sh. Rajesh, Sh. Manish S/o Smt Indu Bala, Sh. Madan Gopal S/o Sh. Sunder Lal, Sh. Dev Narain S/o Smt Lachi Sh.Nitin Narayan S/o Late Sh. Suraj Narayan, Smt Kusum W/o Late Sh. Suraj Narayan, Sh Dinesh S/o Smt Kanta,Smt Kiran,Smt Manju,Smt Reeta,Sh. Khem Raj S/o Sh. Punnu,Sh. Yashpal Singh,Sh.Sunjay Pal Singh S/o Sh.Khem Raj,Sh. Anil Kumar S/o Sh. Babu Ram,Smt Rekha D/o Sh. Mam Raj,Smt Sona Devi W/o Sh. Roshan Lal,Sh. Subhash S/o Sh. Mohan Lal Sh. Jagdish Chand S/o Sh. Chet Ram , Mohinder Singh,Rampal S/o Smt Santo Devi,Smt Santosh D/o Sh.Bhushan Lal Vill Salani,Tehsil Nahan, District. Sirmaur H.P., (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Line and in connection with aforesaid project it is required to construct transmission line for transmission of

power up to Kala Amb.

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Senior Manager (Projects) H.P.P.T.C.L., PIU Kala-Amb Diff: Sirmour (H.P.) - 173030

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Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

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And whereas; the land of the Landlord comprising in Khasra No. 256/105/1, 256/105/2, 257/105/1 Khata/ Khatauni no. 23min/35min, as per Jamabandi for the year 2017-18 of Salani Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. 30,31 &32 of 132 kV M/C Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

That in consideration to the Company making payment towards a total 1. payable compensation of Rs 43,61,920/- (Forty Three Lakh Sixty One thousand Nine hundered twenty rupees only the landlord has expressly agreed to provide his/her land to the company to enter upon and PHNUH PTAS Ivocate 8 motary suitably install, construct and erect 132 kV M/C transmission line Tower Nanan H.P. (India) of suitable size as may be determined by the company upon land measuring Khata/Khatoni 23min/35min Khasra No. 256/105/1, 257/105/1 256/105/2. mesuring 575,506,440 square mtr Jamabandi Years 2017-18 situated at Salani Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the electric current is passing through or capable of running through the aforesaid transmission line.

That the landlord expressly agrees to make available portion of land as 2. mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land, entering upon the

Senior Manager (Projects) H P PT.C.L., PIU Kala-Amb

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land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

- 3. That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.
- That the landlord is the sole owner in possession of the land subjects to 4. the sale deed / agreement no. wherein Sh.Prem Pal,Sh. Vijender Kumar ,Sh.Ajay Kumar and other Land owners legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation ,the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be 相导体 Advocate & Notary the entire liability of the landlord alone and HP POWER TRANSMISSION Nanan H.H. Jindiał CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.
 - 5. That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.
 - 6. That the land lord hereby further agrees that if the Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.
 - 7. That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

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- 8. That the landlord shall not do any act which may cause any damage to 244 the equipment or tower installed / erected upon the aforesaid land.
- 9. That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.
- 10. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at khasra no.</u> <u>256/105/1,256/105/2,257/105/1</u> <u>Khata/Khatauni</u> <u>23min/35Min</u> <u>Muhal Salani Tehsil Nahan Distt Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
- 11. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. **30,31&32** is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- 12. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs</u> <u>4361920/- (Forty three Lakh sixty one thousand nine hundered</u> <u>twenty rupees only)</u> received by him towards total compensation/ consideration paid under this agreement.

13. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.

14. That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or reenactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at shall have exclusive jurisdiction in this matter

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses:

1 Hitesh Kumaz AE, HPPTCL

(Authorized signatory)

for and on behalf of 1. HP Power Transmission Corporation Ltd. (First Party) P.) - 173030

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(i)Name) (1) Name Sh. Prem Pal Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(2)Name Sh. Vijender Kumar Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

Agery Kunar)

(3)Name Ajay Kumar Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(4)Name Sh. Arun Kumar Resident of Village Salani

(5)Name Sh.Shashi Bhushan Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.) 951888214

.....)

(6)Name Sh. Suresh Kumar Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(7)Name Sh. Sudesh Kumar Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(8)Name Sh. Ramesh Kumar Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(9) Name Sh. Rakesh Kumar Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

TCL. PIU Kala-Amb

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Name Smt Surinder Pal Resident of Village Salani Tehsil Nahan Distt.,Sirmaur

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Name Sh. Rajesh Resident of Village Salani

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(12) Name Sh. Manish Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

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(13) Name Smt Rekha D/o Sh. Mam Raj Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(14) Name Sh. Madan Gopal Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

1 Dev- Norran

(15) Name Sh. Dev Narain Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(man)

(16) Name Sh. Nitin Narain Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(.....) Name Smt Kusum Jaco (17) Resident of Village Salani

Tehsil Nahan Distt., Sirmaur(H.P.)

(18) Name Sh. Dinesh Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)



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1. Kilen

(19) Name Smt Kiran Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

som fra Star

(20) Name Smt Manju Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

Kavita Sharma

(21) Name Smt Reeta Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(. And ama)

(22) Name Sh. Anil Kumar Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(23) Name Sh Khem Raj Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(yan Rollin)

(24) Name Sh Yashpal Singh Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

1. Semp- Pat

(25) Name Sh.Sanjay Pal Singh Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(26) Name Sh. Jagdish Chand Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P)

, Subhass,

(27) Name Sh.Subhash Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

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er (Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030



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(28) Name Smt Sona Devi Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

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(29) Name Sh. Mohinder Singh Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

Rampal 1

(30) Name Sh. Rampal Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(.....)

(31) Name Smt Santosh Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(.....

(32) Pinki Sharma D.O Sh. Sunder Lal R/O Village Salani, Tehsil Nahan, Sirmaur, H.P.

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Agreement

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This agreement is made on this the of May, 2023 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Smt Praveen Lata D/o Om Prakash Village Salani Tehsil Nahan District Sirmaur HP (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb.

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Senior Manager Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H Planado

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Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 256/105/1, 256/105/2, 257/105/1 Khata/ Khatauni no. 23min/35min, as per Jamabandi for the year 2017-18 of Salani Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **30,31 &32 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

That in consideration to the Company making payment towards a total payable compensation of <u>Rs</u> 157030/- (One lakh fifty seven thousand thirty rupees only) the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 23min/35min Khasra No. 256/105/1, 256/105/2, 257/105/1 measuring 575,506,440 square mtr Jamabandi Years 2017-18 situated at Salani Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the electric current is passing through or capable of running through the aforesaid transmission line.

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Senior Managen Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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- 1. That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land , entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.
- 2. That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.
- That the landlord is the sole owner in possession of the land subjects to the sale deed / agreement no. wherein Smt Praveen Lata has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation , the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf. 4.

That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the

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PIU Kala-Am Distt. Sirmour (H.P.) - 173030

landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

- That the land lord hereby further agrees that if the Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.
 That the landlord hereby expressly indemnifies the same set.
 - That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.

- That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.
- 9. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at khasra</u> <u>256/105/1,256/105/2,257/105/1</u> <u>Khata/Khatauni</u> <u>23min/35Min</u> <u>Muhal Salani Tehsil Nahan Distt Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
- 10. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. <u>30,31&32</u> is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.

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Senior Manager (Project) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

- 11. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs</u> <u>157030/- (One Lakh Fifty Seven Thousand thirty rupees</u> <u>only)</u> received by him towards total compensation/ consideration paid under this agreement.
- 12. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.

That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at shall have exclusive jurisdiction in this matter

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses:

1. Hitesh kumer

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2. Er Baurabh J.E(E)

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Neeraj Han Advocate & Nota ahan H.P. (India)

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for and on behalf of 1. HP Power Transmission Corporation Ltd. (First Party)

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(i)Name) (1) Name Smt Praveen Lata Resident of Village Salani Tehsil NahanDistt.,Sirmaur(H.P.)

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Annexure-A.14

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Agreement

INDIA NON JUDICIAL

This agreement is made on this the 03rd day of October, 2022 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senice Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh.Kuldeep Singh,Sh.Parmod Kumar,SH. Amit S/o Late Sh.Sh.Pawan Kumar Vill Ambwala-Sainwala,Tehsil Nahan, District. Sirmaur H.P., (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Transmission line from 220/132/33 kV HPPTCL Substation Andheri to T-20&21 Jamta Kala Amb Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb

Advocate & Notar Nahan H.P. (India)

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Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khala and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885. 257

And whereas; the land of the Landlord comprising in Khasra No. 14 Khata/ Khatauni no. 128/178 as per Jamabandi for the year 2016-2017 of Ambwala Sainwala Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. 33 of 132 kV M/C Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

That in consideration to the Company making payment towards a total 1. payable compensation of Rs 11,25,000,/- (Eleven Lakh Twenty five thousand only) the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 128min/178min Khasra No. 14 mesuring 625 square mtr Jamabandi Years 2016-2017 situated at Triolkpur Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the

electric current is passing through or capable of running through the aforesaid transmission line.

 That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower

Project Implementation Unit H.P.RT.C.L. Kala Amb (H.P.)

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for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is

be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servani, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

- 3. That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.
- 4. That the landlord is the sole owner in possession of the land subjects to the sale deed / agreement no. wherein Sh.Kuldeep,Sh. Parmod Kumar, Sh. Amit has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation , the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf. 5,

That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the

landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of

Solject Implementation Unit LPP.P.T.C.L. Kala Amb (11.2)

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construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to The power of attorney has been given, will be deemed to be full WROM and final settlement for and on behalf of all the share holders.

That the land lord hereby further agrees that if the Company so desires, he will det the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The Distration charges and expenses incurred in connection with execution f sale deed shall be borne by the Company.

- 7. That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.
- That the landlord shall not do any act which may cause any damage to 8. the equipment or tower installed / erected upon the aforesaid land.
- That the landlord has been informed of the possible hazard in the 9. connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.
- 10. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of 01 bishwa of land situated at khasra no. 14 Khata/Khatauni no 128min/178min Muhal Ambwala Sainwala Tehsil Nahan Distt Sirmaur HP on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
- That the land lord expressly agrees that if in case it is found after the 11, execution of this agreement that the proposed tower no. 33 is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- POWER TRANSMISSION CORPORATION LTD. The amount of Rs 12. 11,25,000/ (Eleven lakhs Twenty five thousand only) received by him towards total compensation/ consideration paid under this agreement.
- That the landlord expressly agrees that his legal heirs, executers 13. assigns transferees etc shall for all times abide by the terms and

NITIN-GUIDA Project Implementation Linit Advocate & Notaty Nahan H.P. (India) H.P.P.T.C.L. Kala Acal Min.

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onditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, If and as and when required by the company.

14. That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at (HP). The Court at shall have exclusive jurisdiction in this matter

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses:

2.

1: Sh. Somabh & J.E MPTCL ICAL Amb, Ter. Nalma (1. P)

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(First Party) Icleep B

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(i)Name) (i) Name Sh. Kuldeep (Landlord) Resident of Village Ambwala Sainwala Tehsil Nahan Distt., Sirmaur(H.P.)

(ii)Name Sh. Parmod(Landlord) Resident of Village Ambwala-Sainwala Tehsil Nahan Distt., Sirmaur(H.P.)

(iii)Name Sh.Amit(Landlord) Resident of Village Ambwala-Sainwala Tehsil Nahan Distt., Sirmaur(H.P)

This infracement has been presented before me for attestation by the executant personally today on Q3.115 M The contents of the same has been read over and explained to esculant which have been admitted to be correct

The executant has been identified by

NITIN GUPT

Advocate & Public Notaby 3 Nahan (H.P.) India

who is personally known to me hence attested



HIMACHAL PRADESH

Agreement

This agreement is made on this the 9th of May, 2023 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh. Prem Pal, Vijender Kumar, Sh. Ajay Kumar, Sh. Arun Kumar S/o Sh. Pooran Dass, Sh. Shashi Bhushan S/o Sh. Rulia Ram Village Salani (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb.

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Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 251/85 Khata/ Khatauni no. 43/109, as per Jamabandi for the year 2017-18 of Salani Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **34 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

That in consideration to the Company making payment towards a total payable compensation of <u>Rs</u> 186232/- (one Lakh eighty six thousand two hundered thirty two rupees only) the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 43/109 Khasra No. 251/85 measuring 650 square mtr Jamabandi Years 2017-18 situated at Salani Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the electric current is passing through or capable of running through the aforesaid transmission line.

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1. That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land , entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

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- 2. That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.
- 3. That the landlord is the sole owner in possession of the land subjects to the sale deed /agreement no. wherein <u>Sh.Prem Pal,Vijender Kumar,Sh. Ajay</u> <u>Kumar,Sh. Arun Kumar,Sh. Shashi Bhushan</u> has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation ,the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER
- 4. TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.
- 5. That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the landlord or any share holder in respect of their share in the proceeds on account of

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H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H,P.) - 173030

compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

- 6. That the land lord hereby further agrees that if the Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.
- 7. That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.
- 8. That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.
- 9. That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.
- 10. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at khasra no.</u> <u>251/85 Khata/Khatauni 43/109 Muhal Salani Tehsil Nahan Distt</u> <u>Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
- 11. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. <u>34</u> is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- 12. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs 186232/</u> (One lakh eighty six thousand two hundered thirty two rupees only)



Senior Manager (Project) H.R.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030 received by him towards total compensation/ consideration paid under this agreement.

- 13. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.
- 14. That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses:

1. Er. Sahrabh J.E(E) HPPTCL PIU Kale-And

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for and on behalf of 1. HP Power Transmission Corporation Ltd. (First Party)

(i)Name) (1) Name Sh. Prem Pal Resident of Village Salani Tehsil Nahan Distt.,Sirmaur(H.P.)

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(2)Name Sh. Vijender kumar Resident of Village Salani Tehsil Nahan DisttSirmaur(H.P.)

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(3)Name Sh.Ajay Kumar Resident of Village Salani

(4)Name Sh. Arun Kumar Resident of Village Salani

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(5)Name Sh.Shashi Bhushan Resident of Village Salani Tehsil Nahan Distt.Sirmaur(H.P.)

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Senior Manager (Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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This agreement is made on this the Mary of May, 2023 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh.Dinesh,Sh. Rajesh,Pinki,Manju,Kavita Sharma(Rita Rani),Kiran Verma,Anita S/O,D/O Smt Kanta Village Salani Tehsil Nahan District Sirmaur HP (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb.

H.P.P.T.C.L., PIU Kala-Amb

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Distt. Sirmour (H.P.) - 173030

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Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 251/85 Khata/ Khatauni no. 43/109, as per Jamabandi for the year 2017-18 of Salani Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. 34 of 132 kV M/C Transmission Line along with all necessary ancillary equipments thereto upon the said land on the ${\mathcal Q}$ covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS

That in consideration to the Company making payment towards a total payable compensation of Rs 52602/- (Fifty two thousand six hundred two rupees only) the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 43/109 Khasra No. 251/85 measuring 650 square mtr Jamabandi Years 2017-18 situated at Salani Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the electric current is passing through or capable of running through the aforesaid transmission line.

1. That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land , entering upon the land, commencement of any

H.P.P.T.C.L., PIU Kala-Amb

Distt. Sirmour (H.P.) - 173030

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activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.

That the landlord is the sole owner in possession of the land subjects to the sale deed /agreement no. wherein <u>Sh.Dinesh,Rajesh and other land</u> <u>owners</u> has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation ,the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD, will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalt.

4. That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is

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Distt. Sirmour (H.P.) - 173030

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expressly agreed that the landlord shall alone be responsible for such claims. if any.

That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.

That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.

That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of 01 bishwa of land situated at khasra no. 251/85 Khata/Khatauni 43/109 Muhal Salani Tehsil Nahan Distt Sirmaur HP on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms, and conditions, for which, separate agreement will be made.

- That the land lord expressly agrees that if in case it is found after the 9. execution of this agreement that the proposed tower no. 34 is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
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- 12. That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at (HP). The Court at shall have exclusive jurisdiction in this matter

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In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses:

1. Fr. Hitesh Komas AF, PIU Kale-and

Exp.Date 31.01.2025

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(Authorized for and on behalf of 1 HP Power 173030 Transmission Corporation Ltd. (First Party)

(i)Name) (1) Name Sh. Dinesh Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

(2) Name Sh. Rajesh Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

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(3) Name Smt Pinki Resident of Village Salani

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(4) Name Smt Manju Resident of Village Salani

(. Mento Sherry)

(5) Name Smt Kavita (Rita Rani) Resident of Village Salani

Kavita

(6) Name Smt Kiran Verma Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

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(7) Name Smt Anita Resident of Village Salani

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Agreement

This agreement is made on this the 9th of May, 2023 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh. Prem Pal, Vijender Kumar, Sh. Ajay Kumar, Sh. Aran Kumar S/o Sh. Pooran Dass, Sh. Shashi Bhushan S/o Sh. Rulia Ram Village Salani (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb.

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Whereas; HP POWER TRANSMISSION CORPORATION LTD is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 249/84 Khata/ Khatauni no. 40/103, as per Jamabandi for the year 2017-18 of Salani Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **35 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

That in consideration to the Company making payment towards a total payable compensation of <u>Rs</u> 478952/- (Four Lakh Seventy eight thousand <u>nine hundered fifty two rupees only</u>) the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 40/103 Khasra No. 249/84 measuring 650 square mtr Jamabandi Years 2017-18 situated at Salani Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the electric current is passing through or capable of running through the afgresaid transmission line.

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Senior Manager (Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030 275

1. That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to

be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

- 2. That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.
- That the landlord is the sole owner in possession of the land subjects 3. to the sale deed /agreement no. wherein Sh.Prem Pal, Vijender Kumar, Sh. Ajay Kumar, Sh. Arun Kumar, Sh. Shashi Bhushan has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation ,the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.



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H.P.P.T.C.L. PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

That the compensation which is being received by the land lord in 4. pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the

landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person. to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

- 5. That the land lord hereby further agrees that if the Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.
- That the landlord hereby expressly indemnifies the company against 6. any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.
- 7. That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.
- 8. That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.
- 9. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of 01 bishwa of land situated at 249/84 Khata/Khatauni 40/103 Muhal Salani khasra no. receiving Tehsil Nahan Distt Sirmaur HP on additional consideration and compensation which will be calculated on Hery Kunn & B. Nallm Hery Kunn fotter proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.



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- 10. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. <u>35</u> is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- 11. POWER TRANSMISSION CORPORATION LTD. The amount of **Rs** 478952/- (Four Lakh seventy eight thousand nine hundered fifty two rupees only) received by him towards total compensation/ consideration paid under this agreement.
- 12. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.
- 13. That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at shall have exclusive jurisdiction in this matter

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses:

1. Er Sahrabh J.E/E)

HPPTCL PILL Kale-ANG

Hitesh Kumal AE, PIU Kala-Ard (Authorized signatory)

for and on behalf of 1. HP Power Transmission Corporation Ltd. (First Party)

Portal Rote

(i)Name) (1) Name Sh. Prem Pal Resident of Village Salani Tehsil Nahan Distt.,Sirmaur(H.P.

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Senior Manager (Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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Agreement

This agreement is made on this the 27 of May, 2023 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh. Swaran Singh, Sh. Hans Raj S/o Sh. Nathu Village Salani (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb.

H.P.P.T.C.L Distt. Sirmour (H.P.) - 173030

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Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 249/84 Khata/ Khatauni no. 40/103, as per Jamabandi for the year 2017-18 of Salani Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **35 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below.

THIS AGREEMENT WITNESSTH AS FOLLOWS:

That in consideration to the Company making payment towards a total payable compensation of <u>Rs</u> 95700/- (Ninety five thousand seven hundred only) the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 40/103 Khasra No. 249/84 measuring 650 square mtr Jamabandi Years 2017-18 situated at Salani Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the electric current is passing through or capable of running through the aforesaid transmission line.

1. That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for



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the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to

be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

2. That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court

That the landlord is the sole owner in possession of the land subjects to the sale deed / agreement no. wherein <u>Sh.Swaran Singh,Sh. Hans Raj</u> has leggi right, title or interest in the same to the extent as per mutation entered in in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the compensation, the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expenses which HP POWER TRANSMISSION CORPORATION LTD hall incurs on that behalf.

4. That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the

landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction

H.P.P.T.C Distt. Sirmour (H.P.) - 173030

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and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

- 5. That the land lord hereby further agrees that if the Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.
- 6. That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.
- That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.
 That the landlord has been informed for the aforesaid land.
- 8. That the landlord has been informed of the possible hazard in the connection **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expressly understood the **TAR** with the high voltage transmission line and has expression and the high voltage transmission has expressing the high vo
 - That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at khasra no.</u> <u>249/84 Khata/Khatauni 40/103 Muhal Salani Tehsil Nahan Distt</u> <u>Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
 - 10. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. <u>35</u> is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
 - 11. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs 95700/-</u> (Ninety five thousand seven hundred rupees only) received by him towards total compensation/ consideration paid under this agreement.

H.P.P.T.C.L., PIU Kala-Am Distt. Sirmour (H.P.) - 173030

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- 12. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.
- 13. That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or reenactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at shall have exclusive jurisdiction in this matter

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses:

1.

2.

(Authoriz) H.P.P.T.C.L PIU Kala-Amb for and on behalf of 1. HP Power Transmission Corporation Ltd. (First Party)

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(i)Name) (1) Name Sh. Swaran Singh Resident of Village Salani Tehsil Nahan Distt.,Sirmaur(H.P.)

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(2) Name Sh. Hans Raj Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)

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Agreement

This agreement is made on this the I + of May, 2023 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh. Vinoj kumar S/o Sh. Roop Lal, Sh.Sachin,Sh. Nitin S/o Sh. Vinoj Kumar,Smt Vijay Laxmi W/o Sh. Vinoj Kumar Village Salani (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD: is executing a 132 kV M/C Line and in connection with aforesaid project it is required to construct transmission line for transmission of powerup to Kolo Amb

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H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030
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NACHPAL KASAWA S/o Late Sh. Uyoti Ram Lisence No. 2/94 Stamp Vender Court Nahan Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khoria and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 1 Khata/ Khatauni no. 243/312, as per Jamabandi for the year 2016-17 of Ambwala Sainwala Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **36 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

That in consideration to the Company making payment towards a total payable compensation of <u>Rs</u> 1690032/- (Sixteen Lakh Ninety thousand thirty two rupees only) the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 243min/312min Khasra No. 1 measuring 462 square mtr Jamabandi Years 2016-17 situated at Ambwala-Sainwala Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the electric current is passing through or capable of running through the aforesaid transmission line.

H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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- 1. That the landlord expressly agrees to make available perion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land , entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.
- 2. That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.
- That the landlord is the sole owner in possession of the land subjects to the 3. sale deed /agreement no. wherein Sh.Vinoj Kumar. Sh. Sachin, Sh. Nitin, Smt Vijay Laxmi has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation , the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.
 - That the compensation which is being received by the rand lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the

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4.

landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

- That the landlord hereby expressly indemnifies the company against any 5. claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.
- That the landlord shall not do any act which may cause any damage to the б. equipment or tower installed / erected upon the aforesaid land.
- That the landlord has been informed of the possible hazard in the connection 7. with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.
- That the landlord expressly agrees to provide additional adjoining land if 8. required up to a maximum of 01 bishwa of land situated at khasra no. 1 Khata/Khatauni 243/312min Muhal Ambwala-Sainwala Tehsil Nahan Distt Sirmaur HP on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
- That the land lord expressly agrees that if in case it is found after the 9. execution of this agreement that the proposed tower no. 36 is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- POWER TRANSMISSION CORPORATION LTD. The amount of Rs 1690032/-10. (Sixteen Lakh ninety thousand thirty two rupees only only) received by him towards total compensation/ consideration paid under this agreement.
- That the landlord expressly agrees that his 11. feirs, executers assigns legal transferees etc shall for all times abide by the terms and conditions of this

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agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.

12. That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at Marshall have exclusive jurisdiction in this matter

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses: High Kimas AE, PIU Kala-amb

2. ES Salvabh J.E(E) HPPTCL PIG Kale-AMG

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Nahan H.P. (Gov), of INDU

(Authorized signatory) Senior Manager (Projects) for and on behalf of 1 HP Power Transmission Corporation Ltd73030 (First Party)

1. Alexand

(i)Name) (1) Name Sh. Vinoj Kumar Resident of Village Salani

(2)Name Sh. Sachin Resident of Village Salani

Jural

(3)Name Sh.Nitin Resident of Village Salani

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(4)Name Smt Vijay Laxmi Resident of Village Salani

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This agreement is made on this the 17-of May, 2023 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Smt Vijay Laxmi W/o Sh. Vinoj Village Salani (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb.

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Distt. Sirmour (H.P.) - 173030

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Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the pravisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

And whereas; the land of the Landlord comprising in Khasra No. 251/85 Khata/ Khatauni no. 43/109, as per Jamabandi for the year 2017-18 of Salani Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **34 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

That in consideration to the Company making payment towards a total payable compensation of <u>Rs</u> 108337/- (One lakh eight thousand three hundered thirty seven rupees only) the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 43/109 Khasra No. 251/85 measuring 650 square mtr Jamabandi Years 2017-18 situated at Salani Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the electric current is passing through or capable of running through the aforesaid transmission line.

1. That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to be located and necessary area adjacent and contiguous thereto and small not create any obstruction, hindrance or objection of any name

H.P.P.T.C.L., PIU Kala-/ Distt. Sirmour (H.P.) - 173030

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whatsoever either directly or through any of his family member eigent, servant, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required. 295

- 2. That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.
- 3. That the landlord is the sole owner in possession of the land subjects to the sale deed / agreement no. wherein <u>Smt Vijaylaxmi</u> has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation ,the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER
- 4. TRANSMISSION CORPORATION Ltd shall not be responsible for an and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.
- 5. That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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- 6. That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.
- 7. That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.
- 8. That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.
- 9. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at khasra no.</u> <u>251/85 Khata/Khatauni 43/109 Muhal Salani Tehsil Nahan Distt</u> <u>Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
- 10. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. 34 is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- 11. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs 108337/-(One Lakh eight thousand three hundered thirty seven rupees only)</u> received by him towards total compensation/ consideration paid under this agreement.
- 12. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.
- 13. That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall

H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

Nahan H.P. (India)

be referred to the sole Arbitrator to be appointed by HP POWER TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at Malar shall have exclusive jurisdiction in this matter

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses: fitesh kumal AE, PEU Kala-amb

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2. Er saurabh J.E(E) HPPTCL PIU Kala-ANS

(i)Name)

PA. Call. (1)Name Smt Vijay Laxmi Resident of Village Salani

Tehsil Nahan Distt.,Sirmaur(H.P.)

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Annexure-A.18

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Agreement

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This agreement is made on this the 21st of December, 2022 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Smt Deepika W/o Sh. Sanjay Village Mohlia Katola, Sh.Harshit S/o Smt Deepika, Sh. Sanjay S/o Sh. Vinod Kumar being the GPA of Sh.Vijay Prakash S/o Sh.Sherab Giancho, Vill Pooh Tehsil Pooh District. Kinaur H.P., (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 132 kV M/C Transmission line from 220/132/33 kV HPPTCL Substation Andheri to T-20&21 Jamta Kala Amb Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb

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Senior Marlager (Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV M/C transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act -1885.

And whereas; the land of the Landlord comprising in Khasra No. 492/233 Khata/ Khatauni no. 14/60 as per Jamabandi for the year 2016-2017 of Mohlia Khatola Tehsil Nahan Distt. Sirmour H.P., is falling within the right of way / alignment of the aforesaid transmission line Connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. **37 of 132 kV M/C** Transmission Line along with all necessary ancillary equipments there to upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. That in consideration to the Company making payment towards a total payable compensation of Rs 6,32,000,/- (Six lakhs Thirty two thousand only the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 14min/60min Khasra No. 492/233 mesuring 632 square mtr Jamabandi Years 2016-2017 situated at Mohlia Khatola Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the electric current is passing through or capable of running through the aforesaid transmission line. 2.

That the landlord expressly agrees to make available portion of land as $\Lambda^{mentioned}$ in the preceding Para of this agreement for erection of tower

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Senior Manager (Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to

be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in any manner before any authority / Court of law.

- That the landlord is the sole owner in possession of the land subjects to sale deed / agreement no. wherein Smt. Deepika, Sh. the Harshit, Sh. Vijay Prakash has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation ,the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.
- 5. That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made

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Senior Manager (Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

That the land lord hereby further agrees that if the Company so desires, he will get the sale deed executed and registered in favour of HPPTCL in respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.

- 7. That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.
- 8. That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.
- 9. That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.
- 10. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at</u> <u>khasra no. 492/233 Khata/Khatauni no 14min/60min Muhal</u> <u>Mohliya Khatola Tehsil Nahan Distt Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
- 11. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. 37 is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- 12. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs</u> <u>6,32,000/- (Six lakhs Thirty Two thousand only)</u> received by him towards total compensation/ consideration paid under this agreement.

Senib/ Manager (Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030

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13. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of Atopers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.

That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

NSMISSION CORPORATION LTD. The arbitration proceedings shall be verned by Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at, (HP). The Court at shall have exclusive jurisdiction in this matter

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses:

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Senior Manager (Projects BERALF of LaHR Rower for and o rporatio nission Co (First Party)

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(i)Name) Name Smt Deepika (Landlord) Resident of Village Mohliya Khatola Tehsil Nahan Distt., Sirmaur(H.P.)

(ii)Name Harshit (Landlord) Resident of Village Mohliya Khatola Tehsil Nahan Distt., Sirmaur(H.P.)

This ... an Gira a g (ii)Name Vijay Prakash(Landlord) has been presented before me for attestation Resident of Village Pooh reacutant personally today on 200 Tehsil Pooh Distt., Kinaur(H.P.) I contents of the same has been chad offhrough GPA Sh. Sanjay Singhal havu been admitted to be correct executant/has bet

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Agreement

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This, agreement is made on this the 15th of September 2022 between HP POWER TRANSMISSION CORPORATION LTD. having its registered office at HIMFED BHAWAN, Panjari, Shimla – 171005 (HP) (hereinafter called the Company) which expression shall include its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Sh. Raghuvir Sing, Sh. Naresh Kumar S/o Sh. Sh. Banarsi dass Vill Bogariya, Tehsil Nahan, District. Sirmaur H.P., (herein after called the Landlord) of the other part and which expression shall include his/her legal heirs, executers, transferees, assigns etc.

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is executing a 220 kV M/C Transmission line from 220/132/33 kV HPPTCL Substation Andheri to T-20&21 Jamta Kala Amb Line and in connection with aforesaid project it is required to construct transmission line for transmission of power up to Kala Amb

Whereas; HP POWER TRANSMISSION CORPORATION LTD. is in the process of erecting a 132 kV MIC transmission line from village Andheri to Trilopur salani sainwala Mohliya khotla and Bogariya in accordance with the provision as authorized and permitted under the provisions of The Electricity Act 2003 together with powers conferred under the Indian Telegraph Act 1885.

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And whereas; the land of the Landlord comprising in Khasra No. 135/1 Khata/ Khatauni no. 21/23 as per Jamabandi for the year 2017-2018 of Andheri Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the aforesaid transmission line connected to the 220/132/33 kV HPPTCL Substation Andheri.

And whereas; the Landlord present and undertakes that he/she is the absolute owner of the said land and no other person has any right, title and interest in the said land and assure that neither his/her wife /husband nor children and brother/sisters or any other relations are co-owner or have any interest in the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas the "Company" has approached the landlord to permit the company for placement and to locate one of the Transmission tower of the aforesaid transmission the line on the said land owned by the landlord. And whereas the landlord has agreed to allow the company to locate, construct, erect and maintain Tower no. 39A of 132 kV M/C Transmission Line along with all necessary ancillary equipments thereto upon the said land on the covenants, terms and conditions described and stated herein below:

NOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

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1. That in consideration to the Company making payment towards a total payable compensation of <u>Rs 3,09,400,/- (Three lakhs nine thousand four hundered rupees only)</u> the landlord has expressly agreed to provide his/her land to the company to enter upon and suitably install, construct and erect 132 kV M/C transmission line Tower of suitable size as may be determined by the company upon land measuring Khata/Khatoni 21min/23min Khasra No. 135/1 mesuring 238 square mtr Jamabandi Years 2017-2018 situated at Triolkpur Tehsil Nahan Distt.Sirmaur H.P. The said compensation is inclusive of compensation payable for the land, trees and loss of crop for the entire tenure for which the Tower shall remain erected and maintained from the date of payment made herein under and the commencement of the erection activities till the life of the Project and/or till the electric current is passing through or capable of running through the

aforesaid transmission line.

That the landlord expressly agrees to make available portion of land as mentioned in the preceding Para of this agreement for erection of tower for the transmission line on the aforesaid land and upon receipt of the aforesaid compensation / consideration, the landlord shall, thereafter, provide all reasonable access for all times to the site where the Tower is to

be located and necessary area adjacent and contiguous thereto and shall not create any obstruction, hindrance or objection of any nature

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whatsoever either directly or through any of his family member, agent, servant, employee etc. for lying possession of the land, entering upon the land, commencement of any activity in relation to the installation, construction, design of the Towers and any allied activities, including the alignment of transmission line for the said Tower, fixing of the transformers or other equipments as may be required.

That the landlord expressly agrees that the aforesaid compensation/ consideration which the Company is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have no further claim of any nature whatsoever either with respect to his legal right, interest and/or title in the aforesaid land, any standing tree and/ or crops or any tree or crop that he could have planted in future and the Landlord hereby expressly undertakes and assure that he shall not raise any claim in this regard what so ever in . any manner before any authority / Court of law.

That the landlord is the sole owner in possession of the land subjects to the sale deed / agreement no. wherein Sh. Raghuvir Singh, Sh. Naresh Kumar has legal right, title or interest in the same to the extent as per mutation entered in the revenue records and no other persons have any interest or possession and the compensation or the consideration amount being received by the landlord and in case any claim or dispute regarding payment of compensation, the landlord shall deal with the same and reimburse any claim which may be determined or adjusted by any authorities out of the claim or compensation which is being paid to the Landlord and HP POWER TRANSMISSION CORPORATION Ltd shall not be responsible for the same and it shall be the entire liability of the landlord alone and HP POWER TRANSMISSION CORPORATION LTD. will also be entitled to disburse the amount of any such claim at the instance and expense of the landlord and the landlord shall be responsible for all expenses which HP POWER TRANSMISSION CORPORATION LTD shall incurs on that behalf.

That the compensation which is being received by the land lord in pursuance to this agreement shall be in full and final settlement of all the claims as well as any future claim whatsoever that might be made by the

landlord or any share holder in respect of their share in the proceeds on account of compensation for providing the land for purpose of construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to whom the power of attorney has been given, will be deemed to be full and final settlement for and on behalf of all the share holders.

That the land lord hereby further agrees that if the Company so desires, hpaull get the sale deed executed and registered in favour of HPPTCL in

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respect of land for which he has received full compensation. The registration charges and expenses incurred in connection with execution of sale deed shall be borne by the Company.

That the landlord hereby expressly indemnifies the company against any claims of any nature whatsoever made by any other person with respect to any rights or interest including co-ownership rights to the said land and in the event of any such claim being made by any person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

That the landlord shall not do any act which may cause any damage to the equipment or tower installed / erected upon the aforesaid land.

That the landlord has been informed of the possible hazard in the connection with the high voltage transmission line and has expressly understood the same and agrees and undertakes that the landlord would ensure that he himself and all persons acting on his behalf including employees, servant, relations, agents etc. would maintain a safe distance from the towers. In the event of any injury being caused to any person on account of any act which would not reasonably be construed as safe or prudent or for any other reason whatsoever, the company shall not be liable for any such loss or injury caused.

- 10. That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of <u>01 bishwa of land situated at</u> <u>khasra no. 135/1 Khata/Khatauni no 21min/23min Muhal</u> <u>Trilokpur Tehsil Nahan Distt Sirmaur HP</u> on receiving additional consideration and compensation which will be calculated on proportionate basis and on the similar terms and conditions, for which, separate agreement will be made.
- 11. That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. <u>39A</u> is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason, in that event, the landlord shall return to HP.
- 12. POWER TRANSMISSION CORPORATION LTD. The amount of <u>Rs</u> <u>3,09,400/- (Three lakhs Nine thousand four Hundered rupees</u> <u>only)</u> received by him towards total compensation/ consideration paid under this agreement.
- 13. That the landlord expressly agrees that his legal heirs, executers assigns transferees etc shall for all times abide by the terms and conditions of this agreement and that all help or assistance that may be required for the execution for the installation, construction, erection of towers, allied equipments maintenance of electric lines etc. shall be rendered by them, if and as and when required by the company.

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That the parties herein expressly agrees that in the event of any dispute and differences arising in connection with this agreement the same shall be referred to the sole Arbitrator to be appointed by HP POWER

TRANSMISSION CORPORATION LTD. The arbitration proceedings shall be prectice Prectice Prectice Proceedings of the arbitration and Conciliation Act 1996 or any other amendment or provide the endocument thereof. The arbitration proceedings shall be held at project site Expiry Date or at, (HP). The Court at shall have exclusive jurisdiction in this protection in this protect.

In witness whereof; the parties to this agreement have set their hands to these present on the year first mentioned above.

Witnesses: 1. Sk. Sourabh. J.E. H.P.P.T.L.L Icala Amb.

14.

2.

OF

orized signatory)

for and on behalf of 1. HP Power Transmission Corporation Ltd.

(First Party

(i)Name) Name Sh. Naresh Kumar (Landlord) Resident of Village Bogariya Tehsil Nahan Distt., Sirmaur(H.P.)

(ii)Name Raghuvir Singh (Landlord) Resident of Village Bogariya Tehsil Nahan Distt., Sirmaur(H.P.)

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The executant has provided in the start of shire security of the security of t who is personally known to me hence attested

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