

HIMACHAL PRADESH POWER TRANSMISSION CORPORATION LIMITED

(A State Govt. undertaking)

Corporate office

Himfed Bhawan, Panjari, Shimla-171005(H.P.)

Number (CIN)

U40101HP2008SGC030950 02AACCH1548M1ZP

GST No. Website address

www.hpptcl.com

Telephone/Fax

0177-2831283, 2831284

No. HPPTCL/PIU-Kala-Amb/FCA-AKTL/2022/23- 414-15

Dated: 30/06/23

To

The Divisional Forest Officer,

Nahan Forest Division, Court Road, Nahan, Himachal Pradesh 173001.

Subject: -

Diversion of 17.84 Hectare forest land for construction of 132 kV MCT line from 220/132 kV Sub-station Andheri to T-20/21 of existing 132 kV Jamta-Kala Amb

transmission line-Compliance to the observations by HPPTCL (User Agency).

Ref:

Integrated Regional Office letter no. FC/HPC/71/2023 dated 23.06.2023.

Sir,

This is in reference to above referred letter vide which some observations was raised by Integrated Regional Office, MoEF & CC, Shimla. The observations pertained to HPPTCL have been attended and uploaded in Form-A (Part-1). The point wise status of same is as follows:

Sr.	Observation	Reply	Annexure
No			
1.	As per DSS analysis, there is error in found in the	Kml file in polygon is uploaded	
	uploaded kml file of DA polygon. Further, from	on Parivesh Portal.	
	KML file it can be seen that instead of polygon a		
	line has been shown to represent the transmission		
	line. The KML file shall show transmission line in		
	polygon (representing the RoW) of T/L along with		
	the location of towers (representing dimensions of		
	each towers). The revised KML file may be		
	uploaded.		
2.	Layout plan has not been uploaded. Needful in this	Layout plan is uploaded in	
	regard may be done. Further, Layout plan with	additional documents on	
	proper length and width of transmission line	Parivesh Portal.	
	(RoW) and dimensions of each tower proposed		
	shall be provided. Further, Forest and Non-Forest land involved shall be marked with distinct		
2	No muck dumping site has been proposed in the	Clarification regarding muck	A
3.	extent of proposal. However, as much management	management plan is enclosed	
	plan 176.35 cum of muck is to be disposed.	herewith and the same has been	
	Necessary clarification in this regards may be	note with and the same has been	

		1 1 2 1 1	
	provided. If required, muck dumping site may be	uploaded on Parivesh Portal.	
	proposed and accordingly revision in component		
	wise breakup may be done.		
4.	As per DSS analysis, there is error in calculating	-	-
	the CA area of polygon-1 because polygon-1 is		
	sharing boundary of Haryana state. Necessary		
	corrections in the KML file is required to be carry		
	out.		
5.	The legal status of the CA land may be clarified,	-	-
	whether it is wasteland declared as Protected		
	Forest as per 1952 Notification of Himachal		
	Pradesh Government or it is Forest land declared as		
	Protected Forest as per IFA,1927. Further,		
	ownership of the proposed CA land of both		
	polygons may also be clarified. Land Revenue		
	records (Jamabandi) verifying the same is required		
	to be provided.		
6.	Large nos. of trees are going to be affected in the	-	-
	extent proposal. Therefore, the State Government		
	shall explore all possibilities to reduce the number		
	of trees to be effected in the proposal. Accordingly,		
	a revised enumeration list clearly mentioning the		
	number of trees to be felled and number of trees		
7	not to be felled shall be provided.		
7.	NoC/Sale deed/Gift deeds for non-forest land	Copy of easement agreement	В
	acquired from private individuals are required to be submitted.	signed with land owners is	
	Submitted.	enclosed herewith and the same	
		has been uploaded on Parivesh	
		Portal.	
		Tortai.	

The above case is now being forwarded to the state forest department for taking further necessary action in the matter, please.

Yours sincerely,

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

Copy forwarded to the following for information:

1. DGM (Projects), Shimla Zone, HPPTCL, Himfed Bhawan, Shimla-05.

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



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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).

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NOTES:-

1) NET SURPLUS EARTH TO BE DISPOSED OFF = 176.35 cum approx. i.e., 4.3 cum/ per. tower.

2) 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.

3) Since earth filling is a combination of soil and stone/ boulders, but practically earth/ soil is required to be borrowed from other locations for maintaining the tower benches with earth filling.

4) In exceptional cass, if stone/boulders not found during cutting and excavation then plinth/ height of retaining walls to be increased for consuming surplus earth

Hence, there will be no surplus earth/ Soil for disposing off at each tower location.

Junior Engineer (C)
O/o DGM & Head Trans Design
HPPTCL Anu, Hamirpur (H.P.)

Assistant Engineer
O/o DGM & Head Trans Design
HPPTCL Anu, Hamirpur(H.P)

Sr. Manager: O/o DGM & Head Trans Design HPPTCLAnu Hamirpur (H.P) 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 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

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Who is known to my heard affected

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DEPONENT

Advocate & Notary
Mahan H.P. (India)



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देश HIMACHAL PRADESH

20AA 937373

UNDERTAKING

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.

3 For the aforementioned transmission line 31 member of towers 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



Senior Manager (Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030 < 3835/ 50/10/22 1. 20/00/20 - No sway & Just Darlax

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

132 KV MCT line on 220 Kv flowers 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 case.

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

VERIFICATION: -

I, the abovenamed deponent distereby very in inat

the contents of this affidavit a retrue and correct, nopart of it is false and no thing has been concealed there In.

Verified at Nahanonthis the 26/6/2023.

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nave been adm... identified by shri..... Who is known to me her

Mahan H.P. (India)

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

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

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.

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







HIMACHAL PRADESH

20AA 825956

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.

Vransmission 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 harms in transmission line for transmission of power up to Kala Amb.

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

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MPPTCL Kala Amb Teh. Nahan

> Mitter Singh Stamp Vendor Lic. No. 1/2004 Court Complex, 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 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 landlord signal land and upon receipt of the aforesaid land and upon receipt of the aforesaid landlord shall, thereafter, provide all leasonable access for all times to the site where the Tower is to

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Nahan H.P. (India)
Nahan H.P. (India)
Oreale any obstruction, hindrance or objection of any nature whatsoever either

Senior Manager (Projects) 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 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

tandlord 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 whether himself or any other person to whom the power of attorney were given, will be deemed to be full and final settlement for and on

and the share holders.

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

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

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,

That the landlord shall not do any act which may cause any damage to the 7.

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 9. required up to a maximum of 01 bishwa of land situated at khasra no. 182/138/89 Khata/Khatauni no 9min/12min Muhal Andheri 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 10. execution of this agreement that the proposed tower no. 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.

POWER TRANSMISSION CORPORATION LTD. The amount of Rs 571388/-11. (Five lakhs seventy one thousand three Hundred Eighty eight rupees only) received by him towards total compensation/ consideration paid under this agreement.

That the landlord expressly agrees that his legal heirs, executers assigns 12. 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

The graphic was maintenance of electric lines etc. shall be rendered by them, if and

Mad when required by the company.

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Withouthe 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 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:

1. Er Salvadh J. E(E)
HPPTCL PIU Kala-And

for and on behalf of 1 HP Power

Transmission Corporation Ltd.

2.



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

(First Party)

Malurator, Run

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

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the attendance by the deponent personally today on any the deponent which have been lead over and auditorate to the popularity which have been send today on the deponent which have been sendented supply by the deponent which have been deponent which have been deponent which have been deponent and a supply by the deponent which have been deponent by the deponent which have been deponent by the de

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15AA 417238

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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

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

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NITIN GUPZAS IX
Advocate & Notary
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 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. 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 aforesoid 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 preed to allow the company to locate, construct, erect and maintain Tower 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. mesuring 289 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

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

Advocate & Notory

Nanan H.P. (India)

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

NITIN GIJE (A)

Advocate & Nolary
Nanan H.P. (India)

3.

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

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 01 bishwa of land situated at khasra no. 173 Khata/Khatauni no 39min/44min 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.

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. 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 Rs 9,94,160/- (Nine lakhs Ninety four thousand one Hundered sixty

NITTIN GUETAS IN 2 Advocate & Notary Nahan H.P. IIndial

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

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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 3 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:

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

(First Party)

Senior Manager (Projects)

H. M.P.T.G.L. P.IU. Kala-Amb

(i)Name) Name Sh. Bhool Singh (Landlord)

Resident of Village Trilokpur

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

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nas been presented before me for attestation or some has been read over The contents of tant water nave and explained been admitted to we want f.ed by The executent ---Shri Balakaykunan J.E who is personally known to me ne. Strestled

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Advocate & Notal Nahan H.P. (Indir)



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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 PIU Kala Amb.

And

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.

Senior Manager Projects
connected to the 220/132/33 kV HPPTCL Substation Andheri.

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

Distt. Sirmour (H.P.) - 173030

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. 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 1. payable compensation of Rs 579640/- (Five Lakh seventy nine thousand six hundered forty 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 69min/109min Khasra No. 170,875/167 mesuring Naman H.P. in 337 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.
 - 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

Serior Manager (Protocts)

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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. Yashpal Singh Sh. Sanjau. 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.
- 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

Pardubs (Projects)

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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.

- 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. 170,875/167 Khata/Khatauni 69min/105Min 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.
- 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 Rs 579640/
 (Five Lakh seventy nine thousand six hundered forty rupees only)

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

(Authorized signatory

hitch Kumaz AE, HPPTCL for and on behalf of 1 HP Power Transmission Corporation Ltd.

(FirstiParty) I.P.) - 173030

2.

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



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

Victor Swf

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

(Sanely Singh)

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

	30.0		RIT
(••••	 •••••)

(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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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 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.

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.

Senior Manager (E)

Preject Implementation Unit

H.P.P.T.C.L. Party of the

ATTESTED Nanan H.P. (India)

10/10/2022

H.P Power Transmission Componetion Ltd. Icala Amb, Ter- Nahan Dist. Sinnour (HP)

> SUNITA Stamp Vender L.No. 2/15 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.

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 compared on the said property. The land owner further undertakes that the aforesaid land is totally free from encumbrances.

whereas the "Company" has approached the landlord to permit the company for whereas the "Company" has approached the landlord to permit the company for the spice on the said land owned by the landlord. And whereas the landlord has 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 Rs 5,79,640./- (Five lakhs Seventy nine thousand six hundered forty 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 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.
- 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

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

NITIN GUPTA

Advocate & Notary) | (o) 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 hall 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.

 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.

LIT on Sign

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3.2023

Senior Manager (1:)
Project Implementation (Inlied H.P.P.T.C.L. Kala Amb (III.I.)

NITIN GUPTA Advocate & Notary
Nahan H.P. (India)

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.

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 aguipment 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 01 bishwa of land situated at khasra no. 869/165 Khata/Khatauni no 47min/54min 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.
- 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. 8 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> 5,79,640/- (Five lakhs Seventy nine thousand Six Hundered Forty 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.

Send Manager (H)

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

NITIN GUPTA 1 - 2 - Advocate & Notaty
Nahan H.P. (Incie)

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:

1. Sn. Hitesh Kummar Sto khem Sign Ro HPPTC & Kala Amo

Py ype Toikakput Ten Mahan

(Authorized signatory)

Project implement
for and on behalf of 1. HP Power

Transmission Corporation Ltd.

(First Party)

(.... Gran Gragn

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

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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 1885

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:

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 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

A T PESTED Kavita Kashrap Advocate Powers Nahan H.P. (Index)

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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

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.

- 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. 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.

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.

That the landlord expressly agrees to provide additional adjoining land if required up to a maximum of 0.07 bishwa/289 Sq.Mtrs. of land at khasra no. 759/414/1 Khata/Khatauni no 116min/174min 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. 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.

POWER TRANSMISSION CORPORATION LTD. The amount of Rs 12. 4,97,080/- (Four lakhs Ninety seven thousand eighty rupees only)

freely

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 these present on the year first mentioned above. (Authorized Senior Manager (Projects) for and on beha Transmission (First Pist Sirmour (i)Name) (ii)Name Prithvi Raj (Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.) This affidavit of Shrismi me to attestatic on oath has been presented bef. by the deponent personally to day or The contents of the same have beeread over and explained to the deponent which have

been admitted correct by the deponent The deponer

Advocate & Public Notar) Nahar IH P' India

has identified by Shri... N. O.S. E.L. Who is known to me hence attested



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07AA 238910

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. 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 Transmission line from 220/132/33 kV HPPTCL Substation Andheri to T-20&21 Jamta Kala bine 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. 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:

That in consideration to the Company making payment towards a total payable compensation of Rs 6,20,920,/- (Six lakhs twenty thousand nine hundred 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 118/176 Khasra No. 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 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

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/ 3. 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 POWER TRANSMISSION CORPORATION Ltd shall not be responsible for $^{oldsymbol{\otimes}}$ $^{oldsymbol{\wedge}}$ 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 5. 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, 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. 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 lakes twenty thousand nine hundred twenty rupees only) received by him towards total compensation/consideration paid under this agreement.

13. That the landlord expressly agrees that his legal helps, 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 for 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.

Witnesses:

(Authorized signatory)
Senior Manager (Projects)
for and on behind the Transmission Corporation Ltd

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(ii)Name Hans Raj, Puran Chand (Landlord) Jai Singh, Pardeep Kumar, Vinod Kumar

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

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Who is known to me hance attested

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Advocate & Public Not -



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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 \(\sum kV\) 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

Semon Manager (f)
Project Implementation Unit

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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 Aogariya 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

the land of the Landlord comprising in Khasra No. 994/424/1, 1086/537/1

Regd. Nchasa/ Khatauni no. 15/18 and as per Jamabandi for the year 2013-2014 of Trilokpur

Expire Tehsil Nahan Distt. Sirmaur H.P., is falling within the right of way / alignment of the

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 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.

Senior Manager (E)
Project Implementation Unit
H.P.P.T.C.L. Kala Amb (FLP.)

Advocate savidary

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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

be recated 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 /agreement no. wherein deed 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

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

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

that behalf.

NITIN GURJA Advocate a Notary Nahan H.P. (India)

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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 01 bishwa of land situated at khasra no. 994/424/1,1086/537/1 Khata/Khatauni no 15min/18min 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.

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

Senior Manager (E)
Project Implementation Unit
H.P.P.T.C.L. Kala Amb (14.1.)

Advocate & Notary

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12. POWER TRANSMISSION CORPORATION LTD. The amount of Rs 31,92,320/- (Thirty one lakhs Ninety two thousand three Hundered twenty rupees only) 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 reindered 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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I.Sh. Sowrabh

J. E. HPTCL

Kala Amb, Tehlhum

(4.7)

(Authorized signatory)
Project Implementation Unit

for and on behalf of 1. HP Power (1)

Transmission Corporation Ltd.

(First Party)

(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.)

Dany

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

This mas been presented before me for attestation by the executant personally today on the contents of the same has been read over and explained to excurrent which have been admitted to be correct.

the executant has been identified by

who is personally known to me hence attested

Advocate & Public Notary 3 10 Numan (H.P.) India



मिन्सि प्रदेश HIMACHAL PRADESH

20AA 841048

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. 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.)-175030

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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:

1. That in consideration to the Company making payment towards a total payable compensation of Rs 13,76,000/- (Thirteen lakks 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.

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Advocate & Notary
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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

Schlol Wanager (Projects)
H.P.P.T.C.L., PIU Kala-Amb,
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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.

- 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. 1083/537 Khata/Khatauni 107min/151Min 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. 16 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.

Genfor Manager (Platets) H.P.P.T.C.L., PIU Kala Amb. Distl. Sirocour (H.P.) 173020

NITIN GUETA Advoc se a rotary Nanan H.P. (India)

- 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:

1. Sh. Soundh.

J.E. H. P. P. L.

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2. Sh. Filesh) cyman.

A.E. H. P. P. C. L.

Icala Amb, Ten. New

Icala Amb, Ten. New

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.)

formale)

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

Sirmaur(H.P.)

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

(.....)



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

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

(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.)

(...Niamla....)

(ii) Name Smt Nirmala

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

Devi(Landlord)

Bala(Landlord)

Nanan H.P. Und

nas been presented before me for attestation of the executant personally today on 163 123.

The contents of the same has need read over and explained to executant water have been aumitted to be curred

The executant has seen identified be Shri Soulab T. E H.P.P.C. who is personally known to me name attested

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



माचल प्रदेश HMACHAL PRADESH

07AA 238911

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 findly its administrators and assigns of the one part through its authorized representative Senior Manager / Deputy Manager HPPTCL PIU Kala Amb.

And

Trilokpur, Tehsil Nahan, District. Sirmaur H.P., (herein after called the Landlord) of the other 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

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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.

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. 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.

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 situated at khasra no. 486/1 Khata/Khatauni no 78/113 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.</u>

That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. 19 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 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.

these present on the year first mentioned above. (Authorized signatory) Witnesses: for and Smibe Halfoef (Profest Bower Transhipsion Companying Ltd. Distrirsiander (N.P.) 173030 (i)Name) (E H) ON ONY (Excusion (ii) Name Hukmi Ram (Landlord)

Om Prakash

Resident of William (human for the person in the first for the person in dead the depopolar Executions Put ai Ber thump impression Tehsil Nahan Distt., Sirmaur(H.P.) This affidaville on oath has been presented befme to attestatic by the deponent personally to usy or The contents of the same have been read over and explained to the deponent which have has identified by Shri... The decoment that identified by Shri... Who is known to me hance littested

> KAVITA KASHYAP Advocate & Public Notary Nahar (H P \ India



हिमाचल प्रदेश HIMACHAL PRADESH

20AA 841047

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, Distr. Sirmour (H.P.)-173030

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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:

1. That in consideration to the Company making payment towards a total payable compensation of Rs 30,75,360/- (Thirty lakhs seventy five thousand three hundered Sixty rupees only) 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

H.P.P.T.C.L. PIU Kala-Amb, Distr. Birmour (FLP.)-173030 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 Sh.Varinder Singh, Sh.Dalbeer Singh, Sh.Mangat Ram 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

Senior Manager (Projects)
H.P.P.T.C.L., PIU Kala-Amb.
Distr. Sirmour (H.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 khasra no. 1077/473,489 Khata/Khatauni 71min/92Min Muhal Trilokpur Tehsil Nahan Distt Sirmaur HP</u> on receiving additional

M.P.P.T.C.L. PIU Kala-Amb, Dist. Sirmour (H.P.):173930

- 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> 3075360/- (Thirty Lakh seventy five thousand three hundered <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:

(Authorized signatory)
(Senior Manager (Projects)

1.

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

(First Party)

2.

(Franc')

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

(Landlord)

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

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(finderich
(2)Name Sh. Ravinder (Landlord) Resident of Village Trilokpur Tehsil Nahan Distt.,
(springe atul
(3)Name Smt Monika(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt.,
(CMGM)
(4)Name Smt Seema(Landlord) Resident of Village Trilokpur
(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.,

(7)Name Smt Harindra(Landlord) Resident of Village Trilokpur

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Tehsil Nahan Distt.,

(8)Name Smt Krishna Devi

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

Mangal Rom

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

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(10) Name Sh. Dhanbeer

Resident of Village Trilokpur Tehsil Nahan Distt.,



(11) Name Sh. Jangbeer

Resident of Village Trilokpur

(12) Name Sh. Beer Singh(Landlord)

Resident of Village Trilokpur

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

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



(14) Name Sh. Sukhbir

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

(Manchel'ngti)

(15) Name Sh. Bharat

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

Rus-Kuns	
me Sh. Rajkumar(Landlord)	

(
16) Name Sh. Rajkumar(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)
(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 Dewi
(19) Name Smt Shayama(Landlord) Resides Hage Trilokpur Tehs Landlordt, Sirmaur(H.P.)
(
(20) Name Smt Hero Devillandlord) Resident of Village Trilokpur Tehsil Nahan Distt:, Sirmaur(H.P.)
المجالة المجالة
(21) Name Sh Bhoop Singh(Tandlord) Resident of Village Trilokpur
Tehsil Nahan Distt., Sirmaur(H.P.)
(2ny
(22) Name Sh Jeet Singh(Landlord) Resident of Village Trilokpur Tehsil Nahan Distt., Sirmaur(H.P.)
Disgrish,
(23) Name Sh Durga Singh(Landlord) Resident of Village Trilokpur
Tehsil Nahan Distt.,

(Ranzusman)

(24) Name Sh Ranveer

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

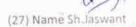


(25) Name Kumari Suman Devi

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

विकादी

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



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

(28) Name Smt Vidya

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

(29) Name 5mt Shaloo (Landlord) Resident of Village Trilokpur Tehsil Nahan Distr.



हिमाुचल प्रदेश HIMACHAL PRADESH

20AA 255993

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.

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

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\$/o Late Sh. Jyoti Ram Eleunce 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 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. 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 Rs 16,64,960/(Sixteen Lakh sixty four thousand nine 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

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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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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 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, 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 allied alignment the transmission line for the said Tower, fixing of 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

manner before any authority / Court of law.

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

- 4. 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 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.

James

Senior Manager (Projects)

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

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.
- 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 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.
- 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. 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 of Rs 1664960/- (Sixteen Lakh Sixty four thousand nine hundered sixty rupees only) received by him

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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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- 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. Ex salvach J. E(E)

HPPTCL PILL Kala-AND

2. Mitch komas

At, PIU Kala Anh

(Authorized signatory)

Senior Manager (Projects)
for and on behalf of IkaHARawer
Transmission Corporation Etc.

(First Party)

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

all a
(2)Name Sh.Jitender Pal
Resident of Village Salani
Tehsil Nahan DisttSirmaur(H.P.
(3)Name Sh. Virender Pal
Resident of Village Salani
Tehsil Nahan Distt Sirmaur ا
(Aeu
(4) Name Sh. Saurav Ratan
Resident of Village Salani
Tehsil Nahan Dist Sirmaur(H.P.)

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हिमाचल प्रदेश HIMACHAL PRADES Agreement

20AA 255995

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 PLU Kala Amb.

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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Senior Manager (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 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 Rs 16,64,960/- (Sixteen Lakh sixty four thousand nine 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 10min/10min Khasra No. 295/220/21 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

Senior Manager (Projects) 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.

4.

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.

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

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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 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

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

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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. 12. The amount of Rs 1664960/- (Sixteen Lakh Sixty four thousand nine hundered sixty rupees only) received by him towards total compensation/ consideration paid under this agreement.

That the landlord expressly agrees that his legal heirs, executers assigns 13. 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. EX salvably J. E.E.

HPPTCL PIU - Kela-Art

for and on behalf of APHE Power Transmission Corporation Ltd.

Eirst Party P. - 1

(i)Name) (1) Name Sh. Roshan Lal

Resident of Village Salani

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



HIMACHAL PRADESH Agreement

07AA 627257

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/O 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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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:

1.

That in consideration to the Company making payment towards a total 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 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 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.P.T.C.L., PIU Kala-Amb

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 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.
- 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.

ATTESTER
Advocates Notary
Nation H.H. (India)

- 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>256/105/1,256/105/2,257/105/1 Khata/Khatauni 23min/35Min 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>

 4361920/- (Forty three Lakh sixty one thousand nine hundered

 twenty rupees only) 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.
 - 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:

Hitesh Kumaz AE, HPPTCL for and on behalf of 1. HP Power Transmission Corporation Ltd.

(First Party) P.) - 173030

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Econolista /	(i)Name
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Resident of Village Salani
Tehsil Nahan Distt., Sirmaur(H.P.)

(2)Name Sh. Vijender Kumar Resident of Village Salani

(Agay Kunar

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

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

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

(5)Name Sh.Shashi Bhushan Resident of Village Salani

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.)

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

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

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

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	(Counder tal
10)	Name Smt Surinder Pal Resident of Village Salani Tehsil Nahan Distt.,Sirmaur
	(WANTER WAY
11)	Name Sh. Rajesh Resident of Village Salani
	(प्रजीम २।परि
(12)	Name Sh. Manish Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)
	2291291
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.)
	(Deyo Nouran)
15)	Name Sh. Dev Narain Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)
16)	Name Sh. Nitin Narain Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)
	(·····)
17)	Name Smt Kusum Sacara Resident of Village Salani Tehsil Nahan Distt., Sirmaur(H.P.)
	(Lorenten)

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

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



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

(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 amn)

(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.)

(yarrolden)

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

1 Semple Rat

(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)

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

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



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

(HE-C BHE)

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

(Rompal)

(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 DO Sh. Sunder Lal R/O Village Salani, Tehsil Nahan, Sirmaur, H.P.

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

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who is personally known to the fience attested

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माचल प्रदेश HIMACHAL PRADESH

20AA 339253

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

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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ATTESTED

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Advocant Mindia

Senior Manager 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. 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 Rs 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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NEDERLE A MAINI Vocate di Mainari H.P. (Ingla)

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

towards a third nathible

- 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/ 2. 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 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.
- 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

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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.

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 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 01 bishwa of land situated at khasra 256/105/1,256/105/2,257/105/1 Khata/Khatauni 23min/35Min 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.

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. 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.

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

POWER TRANSMISSION CORPORATION LTD. The amount of Rs 157030/- (One Lakh Fifty Seven Thousand thirty rupees 11. only) 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 12. 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:

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Er Bahrabh J.E(E)

HPPTCL PIU Kala-Amb

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the same have been read over and explained to the deconent which

ahan H.P. (India)

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

(First Party) yal-1 m AT

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



हिमाचल प्रदेश HIMACHAL PRADESH

08AA 230441

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Agreement

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 Senior 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

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Project (Liplementation Vigit H.P.P.T.C.J., Kala Anni (1.7.1) 8742 02/10/20

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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 kho la 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. 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 The said compensation is inclusive Distt.Sirmaur H.P. 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

Project Implementation Unit

NITIN GUPTA WARNER HANDEN

Bulleds Bone Smit Bund 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, 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.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

Senior Manager (E)

Probject Implementation Unit

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Advocate a North

Kulderb Brut Konnel Bourd Amot Bourd construction and erection of the tower of Transmission line and that the amount received by the landlord whether himself or any other person to himself 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 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.

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. 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.

12. POWER TRANSMISSION CORPORATION LTD. The amount of Rs 11,25,000/- (Eleven takhs Twenty five thousand 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

Project Implementation I half Nahan H.P. (India)

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:

I. Sh. Soulable 201-J.E MPTCL Knla Amb, Ter. Nalme (N.P)

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Project Implementation Us
for and on behalf of CL, HP Power

for and on behalf of 11 HP Power Transmission Corporation Ltd.

(First Party)

(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.)

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(iii)Name Sh.Amit(Landlord)

Resident of Village Ambwala-Sainwala Tehsil Nahan Distt., Sirmaur(H.P)

The contents of the same has been read over and explained to executant which have been admitted to be correct.

The executant has been identified by

who is personally known to me hence attested

Advocate & Public Notaby 3 10 \ Nahan (H.P.) India



HIMACHAL PRADESH

20AA 339254

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.

Vremer Kurd Rota

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

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Nanun 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 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 Rs 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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H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 178080

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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 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 pet 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. 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 4. 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

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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

- 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 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.
- 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. 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.

12. POWER TRANSMISSION CORPORATION LTD. The amount of Rs 186232/
(One lakh eighty six thousand two hundered thirty two rupees only)

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TESTEDIN

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share holders.

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

Distt. Sirmour (H.P.) - 173030

Distt. Sirmour (H.P.) - 17303(

received by him towards total compensation/ consideration paid under this

agreement.

That the landlord expressly agrees that his legal heirs, executers assigns 13. 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 14. 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. Ex. Saurabh J.E(E)

HPPTCL PIL Kala-And

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.)

Ritures

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

En divised with

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

SOUT OF SOUTH AND SOUTH AN

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

15.B Relat

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

Nahan H.P. Ukorai

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

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Advocate & Public + 90 65 V

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HMACHAL PRADESH

20AA 842282

Agreement

This agreement is made on this the PMY 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.

Senior Manager (Projects) H.P.P.T.C.L., PIU Kala-Almb Distt. Sirmour (H.P.) - 173030 SURAJ PRAMASH HINKOO

Advocate & Notary
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 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 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

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

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

SURAJ PERKAISH TIKKOO
Advocate & Notary
Nahan H.P. (India)

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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 Sh.Dinesh, Rajesh and other land owners 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 4. 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 clayms 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

Distt. Sirmour (H.P.) - 173030

SURAJ PRAM Nahan H.P. (India)

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

6. 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.

8. 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 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.

9. 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.

10. POWER TRANSMISSION CORPORATION LTD. The amount of Rs 52602/ (Fifty two thousand six hundred two rupees only) received by him towards total compensation/ consideration paid under this agreement.

11. 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.

Service Manager (Projects)
H.P.P.T.C.L., PIU Kala-Amb
Distt. Sirmour (H.P.) - 1/3030

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Nahan H.P. (India)

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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: (Authorized for and on behalf of 1 SHR Power Transmission Corporation Ltd. AF, PIU Kale-amb (First Party) 2. (i)Name) (1) Name Sh. Dinesh Resident of Village Salani Tehsil Nahan Distt., Sirmaur (H.P.) (... town a (2) Name Sh. Rajesh Resident of Village Salani Tehsil Nahan Distt., Sirmaur (H.P.) (3) Name Smt Pinki Resident of Village Salani Exp. Date 31.01.2025 (4) Name Smt Manju Resident of Village Salani And the delight of the line or end (5) Name Smt Kavita (Rita Rani) Resident of Village Salani Kavita (6) Name Smt Kiran Verma .on pain real atten Fresent Resident of Village Salani Tehsil Nahan Distt., Sirmaur (H.P.) Dinesh Stant kank 3275 New 29 (Kingy Verna) Ladiana Who is known to me hence affected (7) Name Smt Anita Resident of Village Salani Nahan H.P (Govt. of INDIA Stratter ports

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Agreement

HIMACHAL PRADESH

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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Senior Manager 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. 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 Rs 478952/- (Four Lakh Seventy eight thousand nine hundered fifty 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 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

aforeșaid transmission line

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Apy Kuron S.B. Nowa

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

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, and 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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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

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 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 consideration and compensation which will be proportionate basis and on the similar terms and conditions, for which,

separate agreement will be made.

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That the land lord expressly agrees that if in case it is found after the execution of this agreement that the proposed tower no. 35 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 11. 478952/- (Four Lakh seventy eight thousand nine hundered fifty two rupees only) received by him towards total compensation/

consideration paid under this agreement.

That the landlord expressly agrees that his legal heirs, executers 12. 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:

EX Sahrabh J.E/E)

HPPTCL PILL Kale-ANG

(Authorized signatory)

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

(First Party)

(i)Name) (1) Name Sh. Prem Pal

Resident of Village Salani

Perfal Rest

Tehsil Nahan Distt., Sirmaur (H.P.

Advocate & Notary Nanan H.P. (India)

(2) Name Sh. Vijender kumar Resident of Village Salani Tehsil Nahan DisttSirmaur(H.P. (3) Name Sh. Ajay Kumar Resident of Village Salani Tehsil NahanDistt., Sirmaur (N.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.) lant musch have The exernent day to telested by

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

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HIMACHAL PRADESH

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Agreement

This agreement is made on this the 37 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.

Distt. Sirmour (H.P.) - 173030

Nahan H.P. (India)

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34/05/23

MPPTCL Kala Amb

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

TELSEL W

MANAGEMENT CASE

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

YOW, THIS AGREEMENT WITNESSTH AS FOLLOWS:

That in consideration to the Company making payment towards a total payable compensation of Rs 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.

 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

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

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Nahan H.P. (India)

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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 deed / agreement no. wherein Sh.Swaran Singh, Sh. Hans Raj has right, title or interest in the same to the extent as per mutation entered and 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 landlord or any share holder in respect of their share in the proceeds on

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

Senior Manager (Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030 SURAJ PRAKASH TIKKOO
Advocate & Notary

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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.

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.

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

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. 249/84 Khata/Khatauni 40/103 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.

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. 35 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 95700/(Ninety five thousand seven hundred rupees only) received by him towards total compensation/ consideration paid under this agreement.

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

SURAJ PRAKON SH TIKKOO Advocate & Notary Mahan H.P. (India)

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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.

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.)

Mans Ray

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

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प्रदेश HIMACHAL PRADESH

20AA 336098

Agreement

This agreement is made on this the 174 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 power up to Koke Amb.

Sehior Manager (Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030 Advicate a Notary
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 khoela 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 Rs 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.

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

SURAJ PRAKA H TIKKO

Advocate & Notary Nahan H.P. (India)

- 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. /agreement no. wherein Sh. Vinoj Kumar, 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.

4. That the compensation which is being received by the and 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

Senior Manager (Projects)
H.P.R.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 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 anu.
- That the landlord shall not do any act which may cause any damage to the 6. 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. keirs, 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 12. 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 Na 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.

With Kumas AE, PIU Kala-amb

2. EX Seevell J. E(E)

HPPTCL PILL Kale-AMG

for and on behalf of 1, HP Power Transmission Corporation Ltd 73030 (First Party)

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

> (2) Name Sh. Sachin Resident of Village Salani

(3) Name Sh. Nitin

Resident of Village Salani

(4) Name Smt Vijay Laxmi Resident of Village Salani

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Nahan H.P (Gov), of INDIA

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INDIA NON JUDICIAL

HIMACHAL PRADESH

20AA 336099

Agreement

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.

Distt. Sirmour (H.P.) - 173030

Liente No. 2/28
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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 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 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 shall not create any obstruction, hindrance or objection of any parties.

Senior Manager (Projects) H.P.P.T.C.L., PIU Kala-Amb Distt. Sirmour (H.P.) - 173030 Volume / Wahan H.D. (maka)

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whatsoever either directly or through any of his family member coent 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/ 2. 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 3. the sale deed / agreement no. wherein Smt Vijaylaxmi 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 4. 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 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 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.
- 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>

 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.
- 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 Rs 108337/(One Lakh eight thousand three hundered thirty seven 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

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

Advocate & Notary

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 Nahanshall 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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for and on behalf of it HP Powerojects) Transmission Corporation Little Amb

(First Parts) mour (H.P.) - 173030

2. Er saurabh HPPTCL PIU Kala-AND

(i)Name)

(1) Name Smt Vijay Laxmi Resident of Village Salani

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

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HIMACHAL PRADESH

15AA 417203

Agreement

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.

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

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. 12/60 as per Jamabandi for the year 2016-2017 of Mohlia Khatola Tehsil Nahan Distt. Sirmally 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.

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

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.

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. sale deed /agreement no. wherein Smt. Deepika,Sh. 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

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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 fegistration 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.

- 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.
- That the landlord expressly agrees to provide additional adjoining land 10. if required up to a maximum of 01 bishwa of land situated at khasra no. 492/233 Khata/Khatauni no 14min/60min Muhal Mohliya Khatola 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.
- 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.

POWER TRANSMISSION CORPORATION LTD. The amount of Rs 6,32,000/- (Six lakhs Thirty Two thousand only) received by him towards total compensation/ consideration paid under this agreement.

H.P.P.T.C.L., PIU Kald-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 Atomers, 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 verted 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.

2.

Senior Manager (Project (First Party)

Dufika higher

(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.)

(ii) Name Vijay Prakash (Landlord) has been presented before me for attestation Resident of Village Pooh Tehsil Pooh Distt., Kinaur(H.P.) In convients of the same has been had offerough GPA Sh. Sanjay Singhal and explained to examination beer admitted to be correct executant has bet Selt

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Agreement

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 MRC 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 we like the said land owned by the landlord. And whereas the landlord has a greet 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:

That in consideration to the Company making payment towards a total 1. payable compensation of Rs 3,09,400,/- (Three lakhs nine thousand four hundered 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 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

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.

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 Company so desires, have let 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 01 bishwa of land situated at khasra no. 135/1 Khata/Khatauni no 21min/23min 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.
- 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. 39A 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> 3,09,400/- (Three lakhs Nine thousand four Hundered 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.

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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 resistant of the sole of

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

/......, (HP). The Court at shall have exclusive jurisdiction in this

our (Fe-enuclment thereof. The arbitration proceedings shall be held at project site

Witnesses:

1. Sh. Soviensh. J. E. H. P. P.T. L.L.

2.

Exhiry Date O

(Authorized 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.)

This ... The same has been read over and experimed to executant which have been admitted to be correct.

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