



Himachal Pradesh Forest Department
Theog Forest Division, Theog

Email: dfotheog1985@gmail.com Tele. & Fax. No.: 01783-238264

No. Ft. 348 Sale.
Dated 24/04 /2025

To: -

Nodal Officer-cum-PCCF (FCA)
O/o Pr. CCF HP Shimla

Subject: -

Diversion of 3.613 Ha of forest land in favour of Himachal Pradesh State Electricity Board Ltd. 66kV D/C transmission line from Pragatinagar to 66/22kV sub-station Hulli (Kotkhai) Shimla within the jurisdiction of Theog Forest Division, Dist. Shimla, Himachal Pradesh (Online Proposal No. FP/HP/TRANS/148907/2021).

Sir,

In pursuant to the In-Principal approval accorded and conveyed by Gol on dated 01.10.2024, the user agency has complied with the stipulations as laid down vide letter referred to above, which is discussed as under:-

1. User Agency has deposited the entire sum of Rs. 22,01,589/- only on account of CA as proposed by the department (copy is attached).
2. User Agency has deposited entire sum of Rs. 38,63,995/- only on account of NPV.
3. User Agency has deposited entire sum of Rs. 1,58,459/- only on account of cost of trees.
4. An undertaking has been submitted by the user agency on account of deposition of additional amount of NPV as required as per order of Apex Court.
5. User agency has also submitted an undertaking to comply with the final outcome of Hon'ble Supreme Court of India in CWP (C) No. 1164 of 2023 titled as Ashok Kumar Sharma, IFS (Retd.) & Ors. Vs Union of India & ANR.
6. The amount of NPV & CA stands deposited in accordance with the direction issued by Gol vide file No. 5-3/2007 FC dated 05.02.2009. Copy of online challan is enclosed.
7. User Agency has submitted the undertakings for compliance of all stipulation/condition implemented by the Gol in In-Principal approval. However, undertakings w.r.t. to compliance of conditions towards this office are also attached please.

Encls: - As above.

Divisional Forest Officer
Theog Forest Division, Theog

[Signature]
AMV

Endst No. 349-51 /Sale, dated 24/04 /2025.

Copy is forwarded to:-

1. CCF (T) Shimla for information please.
2. Sr. Executive Engineer, Electrical Division, HPSEB Ltd. Totu Shimla, Distt. Shimla, HP.
3. RFO Kotkhai for information and necessary action.

Divisional Forest Officer
Theog Forest Division, Theog

[Signature]
AMV

FOR STAGE -II APPROVALS

PROFORMA

(Details of Remittance of Amount)

Full Title of the Project: C/o 66 kV D/C Transmission Line from Pragati Nagar to 66/22 kV Sub

Station Hulli (Kotkhai) Shimla. (HP)

File. No.:-

FP HP TRANS/148907/2021

Date of Proposal :

Proforma

: (Detail of Remittance of amount)

1.	State/District/ Forest Division to which the proposal related	H.P./ Shimla/Theog Forest Division
2.	Name of The User Agency	Sr. Executive Engineer, Electrical System Division, HPSEB Ltd. Totu, Distt. Shimla, HP.
3.	Nature of Proposal	
4.	Extent of Forest area involved for diversion	3.613
5.	Whether original, or extension of existing approval.	Original
6.	If extension of lease, please clarify if proposal involves additional forest area if so, specify.	N.A.
7.	Date of 1 st stage clearance	01.10.2024
8.	Amount to be realized (in Rs.) for	6355163/-
a)	Amount of CA	2311668/-
b)	Additional Compensatory Afforestation (PCA charges and CA over dumping site)	-
c)	Catchment area treatment	179500/-
d)	Wildlife management plan	-
e)	Additional charges for diversion of area falling under notified/ protected areas.	-
f)	Net Present value	3863995/-
8 (A to F)	Total Amount to be Realized	6355163/-
9	Amount Realized	6355163/-
i)	Detail of Bank	SB01025210 (RTGS/IFSC No. CORP0000371) Corporation bank, Lodhi Complex Branch, ground floor Block-11 CGO complex phasel, Lodhi road New Delhi
ii)	Name of Bank	Corporation bank, Lodhi Complex Branch,
iii)	Bank Draft No.	-
iv)	Dated	-
v)	Amount	-
vi)	Whether deposited by RTGS, if so, the particulars & date of remittance	Yes, amount has been deposited through RTGS to SB01025210 (RTGS/IFSC No. CORP0000371) Corporation bank, Lodhi Complex Branch, ground floor Block-11 CGO complex phasel, Lodhi road New Delhi on dated 05.02.2025
vii)	Bank (Corporation Bank Lodhi Complex Branch, Block 11,CGO Complex, Phone-I, Lodhi Road, New Delhi-110003) In which deposited with date of deposition	SB01025210 (RTGS/IFSC No. CORP0000371) Corporation bank, Lodhi Complex Branch, ground floor Block-11 CGO complex phasel, Lodhi road New Delhi
10	Any other Remarks	Detail of amount deposited in 0406-01-800-12 receipts from other department to compensation forestation is as under: -
		Departmental Charges=404542/-
		Cost of trees=158459/-
		G. Total: - 563001/-


Divisional Forest officer
Theog Forest Division Theog

Amn-A(vi)
(FS-63/24)

07712

E-CHALLAN
Government Of Himachal Pradesh
Department of Finance
Treasures, Accounts & Letters

Valid Up to 05-Mar-2025
HIMGRN 0250110865 Date: 27-02-2025 11:34:34AM
Treasury Copy

Department Forest
BarCode
Period 01-01-2025 To 31-01-2025
DDO SML04-029- FOREST DIVISION THEOG

Head 0406-01-800-12-RECEIPT FROM OTHER DEPARTMEN
Amount 553001
Total/Net Amount 563001
In words Five Lakh Sixty Three Thousand One

Payee Detail
Licence/Vehicle/Permit/TIN no. PTL514450C
RECEIPT FROM OTHER DEPARTMENTS TO COMPENSATION
FORESTATION -Cheque No. 306741 dt. 30.01.2025

Remitter Name: Senior Executive Engineer
Sr. Executive Engineer
Address: Elect. System Division
HCEB Ltd. Totu Shimla-11

FOR USE IN RECEIVING BANK
Bank CIN No HIMGRN 0250110865
Amount ₹ 563001
Bank MANAGER, SBI THEOG
Cheque-DD-No.

भारतीय स्टेट बैंक / State Bank of India
दियोग / THEOG
01 MAR 2025
NIVESH VERMA
PF No. 1019439 Checker

E-CHALLAN
Government Of Himachal Pradesh
Department of Finance
Treasures, Accounts & Letters

Valid Up to 05-Mar-2025
HIMGRN 0250110865 Date: 27-02-2025 11:34:34AM
Dapt Copy

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Amount ₹ 563001
Bank MANAGER, SBI THEOG
Cheque-DD-No.

भारतीय स्टेट बैंक / State Bank of India
दियोग / THEOG
01 MAR 2025
NIVESH VERMA
PF No. 1019439 Checker

NIC-HP

0250110865

e-Challan (IFMS)

NIC-HP

Parveen Kumar
Asstt. Manager
PF No. 7418833

e-Challan (IFMS)

Parveen K
Asstt. M
PF No. 74

2:21 PM

SNO - 309502050205899409

AAAI-D.
(CAMP)

A/c No - 30950384 0010000

AGENCY COPY

यूनियन बैंक Union Bank
of India

Challan for collection of CAMPA fund

Date : 01-02-2025

Client Code.	CAM5070
Location.	HIMACHAL PRADESH
Remitter Name.	HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD
PIF/Application No.	64148907842
MoEF/SG File No.	FC/HPB/91/2023
Address.	Himachal Pradesh Electricity Board Shimla Shimla
Remitter Contact No. Email-Id. Mobile No. Landline No.	sr.xenes.totu@gmail.com 9418090947 177-2837161
Amount(in Rs)	6355163/-
Beneficiary Branch and Code.	Union Bank Of India FCS Centre, 21/1, III Floor, Jelitta Towers, Mission Road, Bengaluru-560027

Amount in Words: Sixty-Three Lakh Fifty-Five Thousand One
Hundred and Sixty-Three Rupees OnlySr. Executive Engineer,
Electrical System Division
Deputy Engineer - Shimla - II
(Signature)Bank Official
(Signature)

Bank's Transaction Number

ST156189

Branch Stamp

- Branches should use CMS menu (FCS & CAPS) to process the transaction
- Challan should only be accepted against INST/DD.
- Enter the Remitter Name in Additional Information 1
- Enter the Remitter Mobile number in Additional Information 2


Undertaking

I / We hereby undertake to comply with the stipulations laid down by Himachal Pradesh Forest Department in accordance with the directions of Hon'ble Supreme Court of India in CWP(C) No. 1164 of 2023 titled as Ashok Kumar Sharma. IFS (Retd.) & Ors Vs Union of India & ANR as a condition for diversion of 3.613 Ha forest land in UPF 490 Chanodhar and UPF 491 Bhareli (name of forest) under Section 3(2) of Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 for the purpose of construction of 66KV D/C Transmission line from Pragati Nagar to 66/22KV Sub-Station Hulli (Kotkhali) Shimla. (H.P) at Theog Forest Division, Dist. Shimla, H.P. (Gram Panchayat / Beat / Range / Forest Division).

I / We further undertake to comply with outcome of the above mentioned CWP(C) No. 1164 of 2023.

Date: 22.04.2025

Place: Shimla


Sr. Executive Engineer
Electrical System Division
HPSEB Ltd. Totu Shimla-1
Signature and stamp.

Name: Er. Puneet Kashyap

Designation: Sr. Executive Engineer

Department: HP State Electricity Board Ltd.

UNDERTAKING

विषय:- Diversion of 3.613 Ha of forest land in favour of Himachal Pradesh State Electricity Board Ltd. 66kV D/C transmission line from Pragatinagar to 66/22kV sub-station Hulli (Kotkhai) Shimla within the jurisdiction of Theog Forest Division, Dist. Shimla, Himachal Pradesh (Online Proposal No. FP/HP/TRANS/148907/2021).

सन्दर्भ:- उप-वन महानिरीक्षक, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय , हि०प्र० के पत्र संख्या I/93249/2025 (FC/HPB/91/2023) dated: - 10.01.2025.

क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(iii)	राज्य सरकार द्वारा प्रस्तावित सीए योजना के अनुसार 7.226 हे० Survey No./compartment No-53 E/8, R-15 Tomru, Tharola Beat, Kalala Block, Kotkhai Range, Theog Forest Division, District-Shimla, पर सीए किया जाएगा और धन उपयोग कर्ता एजेंसी द्वारा प्रदान किया जाएगा। अनुमोदन जारी होने की तिथि से एक वर्ष के भीतर वृक्षारोपण किया जाएगा। यथासंभव, स्थानीय देशी प्रजाति मिश्रित रूप से रोपित किये जायेंगे एवं किसी भी प्रजाति का monoculture नहीं किया जाएगा।	शर्त मंजूर है


D.F.O.
Theog

UNDERTAKING

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सन्दर्भ: उप-वन महानिरीक्षक, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय , हि०प्र० के पत्र संख्या I/93249/2025 (FC/HPB/91/2023) dated: - 10.01.2025.

क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(iv)	प्रस्तावित CA land, यदि राज्य वन विभाग के नाम है, तो उससे संबंधित दस्तावेज तथा IFA 1927 के अंतर्गत अधिसूचित, अन्यथा Proposed PF की प्रति प्रस्तुत करें। अन्यथा, CA land को विधिवत स्वीकृति से पहले राज्य वन विभाग के पक्ष में स्थानांतरित और नामांतरित किया जाए एवं नियमानुसार IFA, 1927 के अंतर्गत PF अधिसूचित किया जाए और उससे संबंधित दस्तावेज पेश किये जाए।	शर्त मंजूर है


D.F.O.
Theog

राजस्व विभाग, हिमाचल प्रदेश - नकल जमाबंदी

एन.सी.ए रसीद संख्या: 4234134120106803

नाम : AA
पितापति : AA

नकल शुल्क : 1.00
संदा शुल्क : 10
कुल शुल्क : 11

शिमला
कोटखाई
कोटखाई
पञ्चसाल
खत नं. : 99/1

मोहान : उप महान चौदत

साल : 2017-2018

रकबा ईकाई: ई-आ-नी

नाम पत्नी या संगान जी इस मकान मजरा अदा सम्बरदार करता है व मुताबता व एकदोन धर धर मजरादार सदा व इतर	नाम मातृक व पड़वाल	नाम कारतकार व पड़वाल	नाम धर व टोवर बहावल जाबपाशी	नम्बर खसरा हाम	रकबा इर बंद व मिजान बादा मय किस्म अदनी	हिस्सा या पैमाना इकीयत व तरीका बाछ	किस्मत
1	2	3	4	5	6	7	8
63 धिन 54	97 धिन 85	सरकार हिमाचल प्रदेश	कमला एवं लखे इन्क बर्तन बर्तनधरन मुत्तक नवरा बर्तन	389 धरान	25-41-25 चणक इन्क	मजरा व पड़वाल मजरा व पड़वाल न. (1)	मोट- खसरा न 270, 272,275,277,278, 301/1,317,324,325, 337/1,345,361,362, 377,388,387,388, 389,412/1,414,415/ 1, निच 22 एकड़ 80- 22-97 इन्क व जल दाखिली व धर दाखिली 1 तिरा किस्मत मय

MOHINDER SINGH
CSC ID - 373541330018
NAGAR PANCHAYAT KOTKHA
SHIMLA H.P. (M) 9816533161

21/8/24

Jam0911245724

पृष्ठ संख्या: 1

Certified that this copy has been generated from the database of Revenue Department at Central Server- HP as accessed by the Lok Mitra Kendra Mohinder Singh on 21-August-2024

To Verify, enter the Copy No above Bar Code at
<https://himbhodmilk.nic.in>
For Validity Refer : Notice No. 07/10-1/2008 Dated 14-Feb-2011



मिशनर : हिमाचल प्रदेश - शिमला

दिनांक: 21-Aug-2024

प्रस्तावित कीलु बुक औला उन मण्डल के लिये पट्टा
वत पडवाला तहसील कोर्ट के बिना निम्नलिखित है-

सामान्य नं. सं.	हाल नं. सं.	निम्नलिखित रकबा	वतवा अलग किस्म
389	<u>389</u>	$\frac{250 \times 14}{2} = 1750$	7-22-60 हैर
	के	$\frac{190 \times 60}{2} = 5700$	परागाह दरवाना
	स	$\frac{200(22+22)}{2} = 10400$	
	ग	$\frac{272 \times 186}{2} = 25296$	
	घ	$\frac{273 \times 140}{2} = 19110$	
		<u>72256</u>	

389/2
बाकि आधा रकबा बरहसूर जमाने 18-18-69 हैर

प्रस्तावित किया जाता है कि प्रस्तावित
कीलु बुक औलेखानुसार तहसीलदार
कोर्ट के वत क्रमांक 764 मी
18/6/24 के सन्दर्भ में तैयार की
जि है अगस्त वसुल बुक

Signature
21/8/24.

HIMACHAL PRADESH GOVERNMENT
(FOREST DEPARTMENT)
NOTIFICATION

Dated Simla-4, the 25th February, 1952.

No. Pt. 29-241-B/419. In exercise of the powers conferred by section 23 of the Indian Forest Act (XVI of 1927) as applied to Himachal Pradesh, read with the Government of India, Ministry of States Notification No. 146-J dated the 6th December, 1950, the Chief Commissioner, Himachal Pradesh is pleased to declare the provisions of Chapter IV of that Act applicable to all forest lands of waste lands in Himachal Pradesh which are the property of Government or over which the Government have proprietary rights or to the whole or any part of the produce of which the Government is entitled as recorded in the Forest Settlements or land revenue settlements or land revenue records of the integrated States, or otherwise, except to the following areas:-

1. Rantu, Saliana, Chambi Kupar, Kalala and Tomru of Kotkhai ilaqa and Nagkela of Kotgarh ilaqa declared as reserved forests in the Punjab Government Notification No. 125, dated 15th April, 1925;

Charba State forests declared reserved forests vide Charba Darbar's Notification No. W-76-43, dated the 10th November, 1943;

Sirmur State forests declared reserved forests in Sirmur Darbar Notification:-

- (a) No. 1 dated the 17th Jaith, 1938 Bikrami
- (2) No. 2 dated the 23rd Chait, 1991 "
- (3) No. 14 dated the 17th Sawan, 1990 "
- (4) No. 38 dated the 27-12-1992 "
- (5) No. nil dated 1st Chait 1937 "
- (6) No. nil dated 1st Chait 1947 "
- (7) No. II dated 2nd Poh 1949 "
- (8) No. I dated 17th Jaith 1952 "
- (9) No. Nil dated 11th Bhaadon 1992 "

2. This notification applies to all lands in old Mandi State containing the growth except such lands as have been excluded in the Forest settlement as cultivated or as in the Malguzari of a private person.

By order,

[Signature]

C.C.F. and
Secretary (Forest Department) to the
Chief Commissioner, Himachal Pradesh Adm.

No. Pt. 29-241-B/419. Dated Simla-4, the

February, 1952.

Copy forwarded to:-

- 1) All Deputy Commissioners in Himachal Pradesh,
- 2) All Conservators of Forests, in Himachal Pradesh,
- 3) All Divisional Forest Officers in Himachal Pradesh, for information.
- 4) The Manager, G. P. Press, Simla, for - favour of publication in Part III Section 3 of Government of India Gazette.

UNDERTAKING

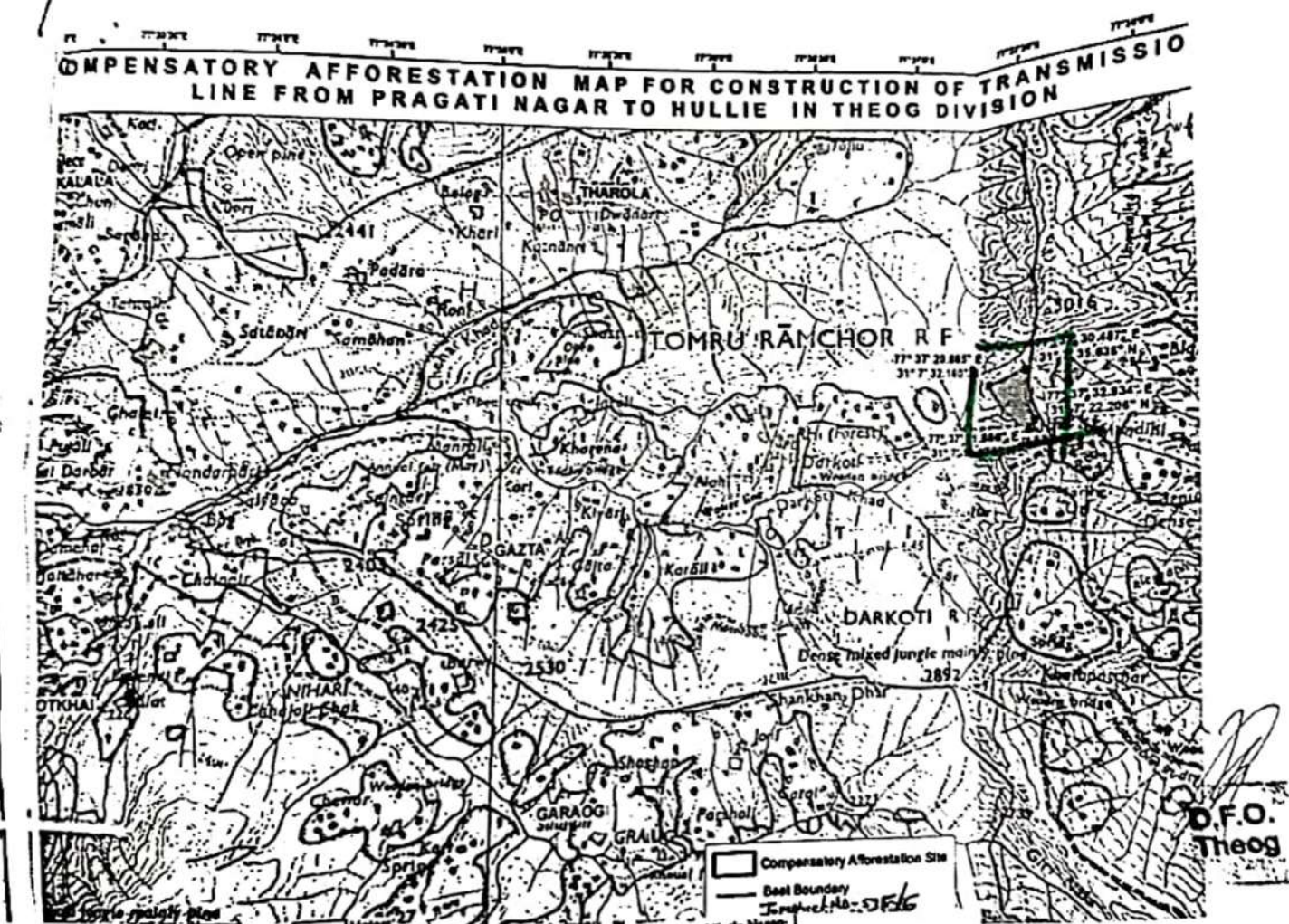
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सन्दर्भ: - उप-वन महानिरीक्षक, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय, हि०प्र० के पत्र संख्या I/93249/2025 (FC/HPB/91/2023) dated: - 10.01.2025.

क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(v)	State Govt. Shall upload the revised CA area toposheet with toposheet number, duly authenticated by DFO concerned.	शर्तें मंजूर हैं


D.F.O.
Theog

Toposheet No.- 53F/5



UNDERTAKING

विषय:- Diversion of 3.613 Ha of forest land in favour of Himachal Pradesh State Electricity Board Ltd. 66kV D/C transmission line from Pragatinagar to 66/22kV sub-station Hulli (Kotkhai) Shimla within the jurisdiction of Theog Forest Division, Dist. Shimla, Himachal Pradesh (Online Proposal No. FP/HP/TRANS/148907/2021).

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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(vi)	State Govt. shall upload the NoC/Sale deed/Gift etc. for non-forest land acquired from private individuals before Stage-II.	शर्त मंजूर है


D.F.O.
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UNDERTAKING

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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(vii)	वन मंडल अधिकारी यह सुनिश्चित करें कि इस कार्यालय द्वारा स्वीकृत प्रतिपूर्ति पौधारोपण के स्थलों को बिना सक्षम अधिकारी के अनुमोदन के स्वेच्छानुसार नहीं बदलेंगे।	शर्त मंजूर है


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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(viii)	राज्य सरकार वन भूमि को प्रयोक्ता एजेंसी को सौंपने से पहले FSI के ई-ग्रीन वॉच पोर्टल में प्रति पूरक वन रोपण के लिए स्वीकृत degraded वन क्षेत्र की kml files को अपलोड करेगी।	शर्त मंजूर है


D.F.O.
Theog



HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED

(A State Government Undertaking)
Registered Office: Vidyut Bhawan, HPSEBL, Shimla-171004 (H.P.)
CIN: U40109HP2009SGC031255
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HPSEBL/ESDS/DB-51/2024-25- 5071

Dated: - 07-03-2025

सेवा में

वन मंडल अधिकारी,
वन मंडल ठियोग
तहसील ठियोग, जिला शिमला.

विषय:- Diversion of 3.613 Ha of forest land in favour of Himachal Pradesh State Electricity Board Ltd. 66kV D/C transmission line from Pragatinagar to 66/22kV sub-station Hulli (Kotkhai) Shimla within the jurisdiction of Theog Forest Division, Dist. Shimla, Himachal Pradesh (Online Proposal No. FP/HP/TRANS/148907/2021).

सन्दर्भ:- उप-वन महानिरीक्षक, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय, हि०प्र० के पत्र संख्या/1/93249/2025 (FC/HPB/91/2023) dated: - 10.01.2025.

महोदय,

उपरोक्त विषय वस्तु एवं संदर्भित पत्र का सन्दर्भ लें, जिसके अनुसार वांछित अनुपालना रिपोर्ट निम्नलिखित है:-

क्रम संख्या	शर्तें	मंजूर/ नामंजूर
2. (A) वे शर्तें, जिनका राज्य वन विभाग द्वारा वन भूमि सौंपने से पहले अनुपालन करने की आवश्यकता है:-		
i	प्रयोक्ता एजेंसी से CA स्कीम के अनुसार प्रतिपूर्ति पौधारोपण की राशि जमा करवाई जाए।	शर्त मंजूर है
ii	राज्य सरकार माननीय उच्चतम न्यायालय, नई दिल्ली द्वारा WP (C) No. 202/1995 अंतर्गत दिनांक 08.02.2023 को जारी आदेशों की अनुपालना सुनिश्चित करेंगी।	शर्त मंजूर है
iii	WP (C) No. 202/1995, IA No. 566 में माननीय उच्चतम न्यायालय के आदेश दिनांक 30.10.2002, 28.03.2008, 24.04.2008 एवं 09.05.2008 तथा पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार, नई दिल्ली के निर्देश संख्या 5-3/2011-FC (vol-I) दिनांक 06.01.2022 के अनुसार प्रयोक्ता एजेंसी से प्रस्तावित वन भूमि 3.613 हेक्टेयर की नैट प्रजेंट वैल्यु जमा करवाई जाये।	शर्त मंजूर है
iv	प्रयोक्ता एजेंसी सभी भुगतान राशि पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय की वेबसाइट www.parivesh.nic.in पर केवल ऑनलाइन माध्यम से CAMPA Fund में जमा करवाएगी।	शर्त मंजूर है
v	पूर्ण अनुपालन रिपोर्ट e-portal (https://parivesh.nic.in/) में अपलोड की जाएगी।	शर्त मंजूर है
vi	प्रयोक्ता एजेंसी को यह सुनिश्चित करना है कि प्रतिपूरक शुल्क(सीए लागत, एनपीवी, आदि) वेब पोर्टल पर ऑनलाइन उत्पन्न चालान के माध्यम से जमा किए जाते हैं और केवल उपयुक्त बैंक में जमा किए जाते हैं। अन्य माध्यम से जमा की गई राशि को Stage-I clearance के अनुपालन के रूप में स्वीकार नहीं किया जाएगा।	शर्त मंजूर है/ उपयुक्त चालान की प्रतिलिपि संलग्न है
vii	प्रयोक्ता एजेंसी यह सुनिश्चित करेगी कि संभाग में कोई अन्य प्रस्ताव, जिसके लिए Stage-I पहले ही स्वीकृत किया जा चुका है, Stage-I अनुमोदन की शर्तों के अनुपालन के लिए अभी भी लंबित नहीं है। इस आशय का एक वचनपत्र कि "इस मंडल के पास Stage-I अनुमोदन की शर्तों के अनुपालन के लिए ऐसा कोई प्रस्ताव लंबित नहीं है" प्रस्तुत किया जाए। इस कार्यालय द्वारा इस प्रस्ताव की अंतिम मंजूरी के लिए उसका अनुपालन अनिवार्य होगा।	शर्त मंजूर है

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viii	FRA 2006 का पूर्ण अनुपालन सम्बंधित जिला कलेक्टर द्वारा निर्गत प्रमाण पत्र के द्वारा किया जाएगा।	शर्त मंजूर है।
(B) वे शर्तें, जिनका राज्य वन विभाग द्वारा प्रयोक्ता एजेंसी को वन भूमि सौंपने के बाद फील्ड में कड़ाई से पालन करने की आवश्यकता है, परन्तु अंडरटेकिंग के रूप में अनुपालन Stage -2 अनुमोदन से पहले प्रस्तुत किया जाना है:-		
i	वन भूमि की विधिक परिस्थिति बदली नहीं जाएगी।	शर्त मंजूर है
ii	काटे जाने वाले बाधक वृक्षों/ पौधों की संख्या किसी भी रूप में प्रस्ताव में दर्शायी गई संख्या से अधिक नहीं होगी और वृक्षों की कटाई के दौरान वन्यजीवों को किसी तरह का नुकसान नहीं पहुँचाया जाएगा।	शर्त मंजूर है
iii	राज्य सरकार द्वारा प्रस्तावित सीए योजना के अनुसार 7.226 हे० Survey No./compartment No-53 E/8, R-15 Tomru, Tharola Beat, Kalala Block, Kotkhai Range, Theog Forest Division, District- Shimla, पर सीए किया जाएगा और धन उपयोग कर्ता एजेंसी द्वारा प्रदान किया जाएगा। अनुमोदन जारी होने की तिथि से एक वर्ष के भीतर वृक्षारोपण किया जाएगा। यथासंभव, स्थानीय देशी प्रजाति मिश्रित रूप से रोपित किये जायेंगे एवं किसी भी प्रजाति का monoculture नहीं किया जाएगा।	शर्त मंजूर है
iv	प्रस्तावित CA land, यदि राज्य वन विभाग के नाम है, तो उससे संबंधित दस्तावेज तथा IFA 1927 के अंतर्गत अधिसूचित, अन्यथा Proposed PF की प्रति प्रस्तुत करें। अन्यथा, CA land को विधिवत स्वीकृति से पहले राज्य वन विभाग के पक्ष में स्थानांतरित और नामांतरित किया जाए एवं नियमानुसार IFA, 1927 के अंतर्गत PF अधिसूचित किया जाए और उससे संबंधित दस्तावेज पेश किये जाए।	शर्त मंजूर है / प्रतिलिपि संलग्न है
v	State Govt. shall upload the revised CA area toposheet with toposheet number, duly authenticated by DFO concerned.	शर्त मंजूर है/ उपयुक्त चालान की प्रतिलिपि संलग्न है
vi	State Govt. shall upload the NoC/ Sale deed/ Gift etc. for non-forest land acquired from private individuals before Stage-II.	शर्त मंजूर है / प्रतिलिपि संलग्न है
vii	वन मंडल अधिकारी यह सुनिश्चित करे कि इस कार्यालय द्वारा स्वीकृत प्रतिपूर्ति पौधारोपण के स्थलों को बिना सक्षम अधिकारी के अनुमोदन के स्वेच्छानुसार नहीं बदलेंगे।	शर्त मंजूर है
viii	राज्य सरकार वन भूमि को प्रयोक्ता एजेंसी को सौंपने से पहले FSI के ई-ग्रीन वॉच पोर्टल में प्रतिपूरक वन रोपण के लिए स्वीकृत degraded वन क्षेत्र की kml files को अपलोड करेगी।	शर्त मंजूर है
ix	वन भूमि का प्रयोग प्रस्ताव में दर्शाये गये उद्देश्य के अलावा किसी अन्य उद्देश्य के लिये नहीं किया जायेगा।	शर्त मंजूर है
x	माननीय उच्चतम न्यायालय के निर्देशानुसार, जब कभी भी NPV की राशि बढ़ाई जायेगी तो उस बढ़ी हुई NPV की राशि को जमा करने के लिए प्रयोक्ता एजेंसी बाध्य होगी और राज्य सरकार बढ़ी हुई राशि जमा कराना सुनिश्चित करेंगे।	शर्त मंजूर है
xi	स्थानान्तरण के लिए प्रस्तावित वन भूमि को केंद्रीय सरकार की पूर्व अनुमति के बिना किसी भी परिस्थिति में किसी अन्य एजेंसी विभाग या व्यक्ति विशेष को हस्तांतरित नहीं किया जायेगा।	शर्त मंजूर है
xii	केंद्रीय सरकार की अनुमति के बिना प्रस्ताव की लेआउट प्लान को बदला नहीं जायेगा।	शर्त मंजूर है
xiii	वन भूमि पर किसी भी प्रकार का कोई श्रमिक शिविर नहीं लगाया जायेगा।	शर्त मंजूर है
xiv	प्रस्तावित संचरण लाइन के लिए "रास्ते के अधिकार" की अधिकतम चौड़ाई वन भूमि पर 18 मीटर होगी।	शर्त मंजूर है

xv	कंडक्टर तथा पेड़ों के बीच का फासला कम से कम 3.4 मीटर होना चाहिए। कंडक्टरों के झुकाव तथा झोल को ध्यान में रखा जायेगा। बिजली की निकासी बनाये रखने के लिए जब कभी आवश्यक होगा तो पेड़ों की काट छांट का कार्य स्थानीय वन मण्डल अधिकारी की अनुमति के किया जायेगा।	शर्त मंजूर है
xvi	पर्योक्ता एजेंसी जंगली जानवरों को बिजली के करंट से बचने के लिए आवश्यक ग्राउंड क्लेअरेंस के आलावा उचित स्थानों पर सर्किट ब्रेकर स्थापित करेगी।	शर्त मंजूर है
xvii	प्रयोक्ता एजेंसी अपनी लगत पर पक्षियों को तारों से टकराने से बचाने के लिए उपयुक्त अंतराल पर ट्रांसमिशन लाइन के उपरी कंडक्टर पर पक्षी डिफ्लेक्टर (Bird deflectors) लगाएगी।	शर्त मंजूर है
xviii	पर्योक्ता एजेंसी राज्य विभाग से विचार-विमर्श करके संचरण लाइन के नीचे मार्गाधिकार में छोटे कद के पौधे, मुख्य रूप से औषधिय पौधों के रोपण, मृजन व रख-रखाव की विस्तृत योजना तैयार करेगी तथा उक्त योजना के निष्पादन के लिए राज्य वन विभाग को धनराशि उपलब्ध कराएगी।	शर्त मंजूर है
xix	प्रयोक्ता एजेंसी द्वारा बांछित भूमि संरक्षण पैमाने उपयोग किये जायेंगे, जिस के लिए प्रयोक्ता एजेंसी द्वारा वर्तमान दरों पर धन राशि उपलब्ध करायी जायेगी।	शर्त मंजूर है
xx	परियोजना कार्य के निष्पादन के लिए निर्माण सामग्री के परिवहन के लिए वन क्षेत्र के अंदर कोई अतिरिक्त या नया पथ नहीं बनाया जाएगा।	शर्त मंजूर है
xxi	प्रयोक्ता एजेंसी द्वारा श्रमिकों तथा कार्यस्थल पर कार्यरत स्टाफ को अधिमानतः वैकल्पिक इंधन उपलब्ध करायेगी, ताकि साथ लगे वन क्षेत्र को किसी प्रकार के नुकसान तथा दबाव से बचाया जा सके।	शर्त मंजूर है
xxii	प्रयोक्ता एजेंसी राज्य के मुख्य वन्य जीव संरक्षक द्वारा तैयार की गयी योजना के अनुसार उस क्षेत्र के वनस्पति और प्राणी समूह के संरक्षण तथा परिरक्षण में राज्य सरकार की सहायता करेगी।	शर्त मंजूर है
xxiii	स्थानांतरित वन भूमि की सीमायें आगे तथा पीछे लिखे गये क्रम संख्या वाले 4 फीट ऊँचे सीमेंट के खम्बों द्वारा चिह्नित की जाएगी।	शर्त मंजूर है
xxiv	यदि आवश्यक हो तो प्रयोक्ता एजेंसी पर्यावरण सुरक्षा अधिनियम 1986, के अनुसार पर्यावरण अनुमति प्राप्त करेगी।	शर्त मंजूर है
xxv	परियोजना निर्माण से उत्सर्जित मलवे का निस्तारण प्रयोक्ता अभिकरण द्वारा केवल परियोजना स्थल पर ही किया जायेगा तथा इसके अन्यत्र मलवा नहीं फेंका जायेगा।	शर्त मंजूर है
xxvi	इस प्रस्ताव को 99 वर्षों के लिए अनुमति प्रदान की जायेगी, इसके उपरांत पुनः यह अनुमति भारत सरकार से प्राप्त करनी होगी। इस अनुमोदन के तहत diversion की अवधि प्रयोक्ता एजेंसी के पक्ष में दी जाने वाली lease की अवधि या परियोजना की अवधि, जो भी कम हो, के सह-समाप्ति होगी।	शर्त मंजूर है
xxvii	अन्य कोई भी शर्त इस क्षेत्रीय कार्यालय द्वारा वन तथा वन्य जीवों के संरक्षण, सुरक्षा तथा विकास हेतु समय-समय पर लगाई जा सकती है।	शर्त मंजूर है
xxviii	यदि कोई अन्य सम्बंधित अधिनियम/ अनुच्छेद/ नियम/ न्यायालय आदेश/ अनुदेश आदि इस प्रस्ताव पर लागू होते हैं तो उनके अधीन जरूरी अनुमति लेना राज्य सरकार की जिम्मेवारी होगी।	शर्त मंजूर है
xxix	इनमें से किसी भी शर्त का उल्लंघन वन (संरक्षण एवं संवर्धन) अधिनियम, 1980 का उल्लंघन होगा तथा पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय के द्वारा वन (संरक्षण एवं संवर्धन) अधिनियम, 1980 और वन (संरक्षण एवं संवर्धन) नियम, 2023 के बारे में जारी Consolidated Guidelines में उल्लेखित दिशा निर्देश 1.16 के अनुसार कार्यवाई की जायेगी।	शर्त मंजूर है

3	उपरोक्त पैरा-2 के अधीन शर्तों की अनुपालना रिपोर्ट प्राप्त होने के उपरान्त वन (संरक्षण एवं संवर्धन) अधिनियम, 1980 की धारा-2 के अधीन अन्तिम स्वीकृति के लिये प्रस्ताव पर विचार किया जायेगा। केन्द्रीय सरकार की अन्तिम अनुमति दिये जाने तक वन भूमि का उपयोग नहीं किया जायेगा।	शर्त मंजूर है
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भवदीय

वरिष्ठ अधिकारी अभियंता

विद्युत् प्रणाली मंडल

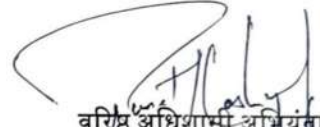
हि० प्र० स्टे० ई० बो० लि०, टूटू, शिमला

UNDERTAKING

विषय:- Diversion of 3.613 Ha of forest land in favour of Himachal Pradesh State Electricity Board Ltd. 66kV D/C transmission line from Pragatinagar to 66/22kV sub-stationHulli (Kotkhai) Shimla within the jurisdiction of Theog Forest Division, Dist. Shimla, Himachal Pradesh (Online Proposal No. FP/HP/TRANS/148907/2021).

सन्दर्भ:- उप-वन महानिरीक्षक, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय, हि०प्र० के पत्र संख्या/1/93249/2025 (FC/HPB/91/2023) dated: - 10.01.2025.

क्रम संख्या	शर्तें	मंजूर/नामंजूर
A (i)	प्रयोक्ता एजेंसी से CA स्कीम के अनुसार प्रतिपूर्ति पौधारोपण की राशि जमा करवाई जाए।	शर्त मंजूर है


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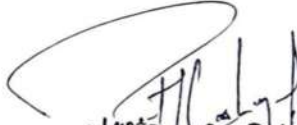
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क्रम संख्या	शर्तें	मंजूर/ नामंजूर
A (ii)	राज्य सरकार माननीय उच्चतम न्यायालय, नई दिल्ली द्वारा WP (C) No. 202/1995 अंतर्गत दिनांक 08.02.2023 को जारी आदेशों की अनुपालना सुनिश्चित करेंगी।	शर्त मंजूर है


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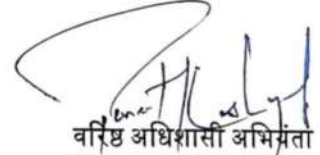

वरिष्ठ अधिशासी अभियंता
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क्रम संख्या	शर्तें	मंजूर/नामंजूर
A (iii)	WP (C) No. 202/1995, IA No. 566 में माननीय उच्चतम न्यायालय के आदेश दिनांक 30.10.2002, 28.03.2008, 24.04.2008 एवं 09.05.2008 तथा पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार, नई दिल्ली के निर्देश संख्या 5-3/2011-FC (vol-I) दिनांक 06.01.2022 के अनुसार प्रयोक्ता एजेंसी से प्रस्तावित वन भूमि 3.613 हेक्टेयर की नैट प्रजैट वैल्यु जमा करवाई जाये।	शर्त मंजूर है



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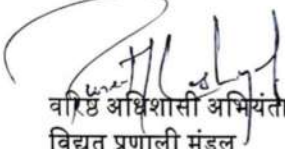
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क्रम संख्या	शर्तें	मंजूर/नामंजूर
A(iv)	प्रयोक्ता एजेंसी सभी भुगतान राशि पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय की वेबसाइट www.parivesh.nic.in पर केवल ऑनलाइन माध्यम से CAMPA Fund में जमा करवाएगी।	शर्त मंजूर है


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Theog

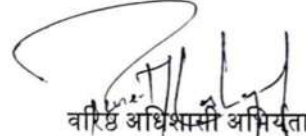
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क्रम संख्या	शर्तें	मंजूर/नामंजूर
A (v)	पूर्ण अनुपालन रिपोर्ट e-portal (https://parivesh.nic.in/) में अपलोड की जाएगी।	शर्त मंजूर है


D.F.O.
Theog


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हि०प्र०स्टे०ई०बो०लि०,दूदू, शिमला

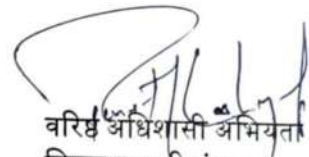
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क्रम संख्या	शर्तें	मंजूर/नामंजूर
A (vi)	प्रयोक्ता एजेंसी को यह सुनिश्चित करना है कि प्रतिपूरक शुल्क(सीए लागत, एनपीवी, आदि) वेब पोर्टल पर ऑनलाइन उत्पन्न चालान के माध्यम से जमा किए जाते है और केवल उपयुक्त बैंक में जमा किए जाते है । अन्य माध्यम से जमा की गई राशि को Stage-I clearance के अनुपालन के रूप में स्वीकार नहीं किया जाएगा ।	शर्त मंजूर है/ उपयुक्त चालान की प्रतिलिपि संलग्न है


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हि०प्र०स्टे०ई०बो०लि०,दूह, शिमला

SNO - 3095020250205899409

ACNO - 309503840010000

A/n/ - ACvi)

AGENCY COPY

यूनियन बैंक

of India

Union Bank
of India

Challan for collection of CAMPA fund

Date : 01-02-2025

Client Code.	CAM5070
Location.	HIMACHAL PRADESH
Remitter Name.	HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD
PIF/Application No.	64148907842
MoEF/SG File No.	FC/HPB/91/2023
Address.	Himachal Pradesh Electricity Board Shimla Shimla
Remitter Contact No. Email-Id. Mobile No. Landline No.	sr.xenes.totu@gmail.com 9418090947 177-2837161
Amount(in Rs)	6355163/-
Beneficiary Branch and Code.	Union Bank Of India FCS Centre,21/1, III Floor, Jelitta Towers, Mission Road, Bengaluru-560027

Amount in Words: Sixty-Three Lakh Fifty-Five Thousand One Hundred and Sixty-Three Rupees Only

Sr. Executive Engineer,
Electrical System Division,
Himachal Pradesh - Shimla - 11.

(Signature)

Bank Official
(Signature)

Bank's Transaction Number

S41561891

Branch Stamp

- Branches should use CMS menu (FCS & CAPS) to process the transaction
- Challan should only be accepted against INST/DD.
- Enter the Remitter Name in Additional Information 1
- Enter the Remitter Mobile number in Additional Information 2

Ami-A(vi)
(F.S. 63/24)

07712

E-CHALLAN
Government Of Himachal Pradesh
Department of Finance Treasuries, Accounts & Lotteries

Valid Upto 05-Mar-2025 Treasury Copy
HIMGRN 825B118865 Date:- 27-02-2025 11:34:34AM

Department Forest
BarCode
Period 01-01-2025 To 31-01-2025
DDO SML04-829- FOREST DIVISION THEOG

Head 0406-01-800-12-RECEIPT FROM OTHER DEPARTMEN ₹ Amount 563001
Total/Net Amount 563001
In words Five Lakh Sixty Three Thousand One

Payee Detail
Licence/Vehicle/Permit/TIN no. PTL514450C
RECEIPT FROM OTHER DEPARTMENTS TO COMPENSATION
FORESTATION -Cheque No. 306741 dt. 30.01.2025

Remitter Name Senior Executive Engineer
Address Sr. Executive Engineer
Elect. System Division
HSEB Ltd. Totu Shimla-11

FOR USE IN RECEIVING BANK
Bank CIN No HIMGRN 825B118865
Amount ₹ 563001
Bank MANAGER, SBI THEOG
Cheque-DD-No.

NIC-HP 825B118865

भारतीय स्टेट बैंक / State Bank of India
वियोग / THEOG
01 MAR 2025
NIVESH VERMA
PF No. 1019439 Checker

e-Challan (IFMS)

Parveen Kumar
Asstt. Manager
PF No. 7418833

E-CHALLAN
Government Of Himachal Pradesh
Department of Finance Treasuries, Accounts & Lotteries

Valid Upto 05-Mar-2025 Dept Copy
HIMGRN 825B118865 Date:- 27-02-2025 11:34:34AM

Department Forest
BarCode
Period 01-01-2025 To 31-01-2025
DDO SML04-829- FOREST DIVISION THEOG

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Total/Net Amount 563001
In words Five Lakh Sixty Three Thousand One

Payee Detail
Licence/Vehicle/Permit/TIN no. PTL514450C
RECEIPT FROM OTHER DEPARTMENTS TO COMPENSATION
FORESTATION -Cheque No. 306741 dt. 30.01.2025

Remitter Name Senior Executive Engineer
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Elect. System Division
HSEB Ltd. Totu Shimla-11

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Bank MANAGER, SBI THEOG
Cheque-DD-No.

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भारतीय स्टेट बैंक / State Bank of India
वियोग / THEOG
01 MAR 2025
NIVESH VERMA
PF No. 1019439 Checker

e-Challan (IFMS)

Parveen K
Asstt. M
PF No. 74


UNDERTAKING

विषय:- Diversion of 3.613 Ha of forest land in favour of Himachal Pradesh State Electricity Board Ltd. 66kV D/C transmission line from Pragatinagar to 66/22kV sub-stationHulli (Kotkhai) Shimla within the jurisdiction of Theog Forest Division, Dist. Shimla,Himachal Pradesh (Online Proposal No. FP/HP/TRANS/148907/2021).

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क्रम संख्या	शर्तें	मंजूर/नामंजूर
A (vii)	इस मंडल के पास Stage-I अनुमोदन की शर्तों के अनुपालन के लिए ऐसा कोई प्रस्ताव लंबित नहीं है।	शर्त मंजूर है


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क्रम संख्या	शर्तें	मंजूर/नामंजूर
A(viii)	FRA 2006 का पूर्ण अनुपालन सम्बंधित जिला कलेक्टर द्वारा निर्गत प्रमाण पत्र के द्वारा किया जाएगा।	शर्त मंजूर है

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हि०प्र०स्टे०ई०बो०लि०,दूद, शिमला


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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B (i)	वन भूमि की विधिक परिस्थिति बदली नहीं जाएगी।	शर्त मंजूर है


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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(ii)	काटे जाने वाले बाधक वृक्षों/ पौधों की संख्या किसी भी रूप में प्रस्ताव में दर्शायी गई संख्या से अधिक नहीं होगी और वृक्षों की कटाई के दौरान वन्यजीवों को किसी तरह का नुकसान नहीं पहुँचाया जाएगा।	शर्त मंजूर है


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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(iii)	राज्य सरकार द्वारा प्रस्तावित सीए योजना के अनुसार 7.226 हे० Survey No./compartment No-53 E/8, R-15 Tomru, Tharola Beat, Kalala Block, Kotkhai Range, Theog Forest Division, District- Shimla, पर सीए किया जाएगा और धन उपयोग कर्ता एजेंसी द्वारा प्रदान किया जाएगा। अनुमोदन जारी होने की तिथि से एक वर्ष के भीतर वृक्षारोपण किया जाएगा। यथासंभव, स्थानीय देशी प्रजाति मिश्रित रूप से रोपित किये जायेंगे एवं किसी भी प्रजाति का monoculture नहीं किया जाएगा।	शर्त मंजूर है


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विद्युत् प्रणाली मंडल
हि०प्र०स्टे०ई०बो०लि०,दूदू, शिमला

UNDERTAKING

विषय:- Diversion of 3.613 Ha of forest land in favour of Himachal Pradesh State Electricity Board Ltd. 66kV D/C transmission line from Pragatinagar to 66/22kV sub-stationHulli (Kotkhai) Shimla within the jurisdiction of Theog Forest Division, Dist. Shimla,Himachal Pradesh (Online Proposal No. FP/HP/TRANS/148907/2021).

सन्दर्भ:- उप-वन महानिरीक्षक, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय, हि०प्र० के पत्र संख्या/I/93249/2025 (FC/HPB/91/2023) dated: - 10.01.2025.

क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(iv)	प्रस्तावित CA land, यदि राज्य वन विभाग के नाम है, तो उससे संबंधित दस्तावेज तथा IFA 1927 के अंतर्गत अधिसूचित, अन्यथा Proposed PF की प्रति प्रस्तुत करें। अन्यथा, CA land को विधिवत स्वीकृति से पहले राज्य वन विभाग के पक्ष में स्थानांतरित और नामांतरित किया जाए एवं नियमानुसार IFA, 1927 के अंतर्गत PF अधिसूचित किया जाए और उससे संबंधित दस्तावेज पेश किये जाए।	शर्त मंजूर है / प्रतिलिपि संलग्न है


वरिष्ठ अधिशासी अभियंता
विद्युत् प्रणाली मंडल
हि०प्र०स्टे०ई०बो०लि०,दूद, शिमला


D.F.O.
Theog

राजस्व विभाग, हिमाचल प्रदेश - नकल जमाबंदी

एस.सी.ए रसीद संख्या: 4234134120106803

नाम : AA

पिता/पति : AA

नकल शुल्क : 1.00
सेवा शुल्क : 10
कुल शुल्क : 11

शिमला

कोटखाई

कोटखाई

पडताल

99/1

मोहाल : उप महाल चैईदल

साल : 2017-2018

रकबा ईकाई: है-आ-सै

खेत नं.	खतीनी नं.	नाम मालिक व एहवाल	नाम काश्तकार व एहवाल	नाम घाह व दीगर वसायल आबपाशी	नम्बर खसरा हाल	रकबा हर खेत व मिजान खाता मय किस्म अराजी	हिस्सा या पैमाना हकीयत व तरीका बाछ	कैफियत
1	2	3	4	5	6	7	8	9
63 मिन	97 मिन	सरकार हिमाचल प्रदेश	कब्जा स्वंग ताबे हकूक बर्तन बर्तनदारान मुताविक नक्शा वर्तन		389 दारगन	25-41-25 धरामाह द्रवतान	कब्जा व पड़ता बत्तारह खेत न. (1)	नोट- खसरा न 270, 272,275,277,278, 301/1,317,324,325, 337/1,345,361,362, 377,386,387,388, 389,412/1,414,415/ 1, कित्ता 22 रकबा 80- 22-97 हैक्टेयर से उपर दारखेटी से dpl दारखेटी 1 तैयार किया गया

MOHINDER SINGH
CSC ID - 373541330018
NAGAR PANCHAYAT KOTKHA
SHIMLA H.P. (M) 9816533101

Certified that this copy has been generated from the database of Revenue Department at Central Server- HP as accessed by the Lok Mitra Kendra Mohinder Singh on 21-August-2024

To Verify, enter the Copy No above Bar Code at <https://himbhoomilmk.nic.in>
For Validity Refer : Notific. No:Rev-C(F)/10-1/2009 Dated 14-Feb-2011

Jam0911245724



निकनेट : हिमाचल प्रदेश - शिमला

दिनांक: 21-Aug-2024

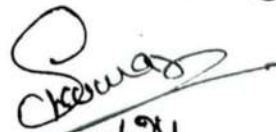
पृष्ठ संख्या: 1

प्रस्तावित फील्ड बुक आजा उप मण्डल चैदल परकार
वृत्त पडवाल तहसील कोटखि बिला विमला हि.प्र.

साक्षि नं.सं.	हाल नं.सं.	विगतसंख्या रकवा	रकवा अथ किस्म
389	389	$\frac{250 \times 94}{2} = 11750$	7-22-60 चैदल
	के	$\frac{190 \times 60}{2} = 5700$	चरागाह दूरवतान
	स	$\frac{200(22+23)}{2} = 10400$	
	ग	$\frac{272 \times 186}{2} = 25296$	
	घ	$\frac{273 \times 140}{2} = 19110$	
		<u>72256</u>	

389/2
बाकि आधा रकवा बरहचूर जमाने 18-18-69 चैदल

प्रमाणित किया जाता है कि प्रस्तावित
फील्ड बुक आदेशानुसार तहसीलदार
कोटखि के पत्र क्रमांक 764 दिनांक
18/6/24 के सन्दर्भ में तैयार की
गई है अतः वसूल हुई


21/8/24.

ग्रामीण राजस्व अधिकारी
पटवार वृत्त, पडवाल

पडवाल, तहसील कोटखि, जिला विमला, हि.प्र.

**HIMACHAL PRADESH GOVERNMENT
(FOREST DEPARTMENT)
NOTIFICATION**

Dated Simla-4, the 25th February, 1952.

No. Ft. 29-241-~~EE~~49. In exercise of the powers conferred by section 29 of the Indian Forest Act (XVI of 1927) as applied to Himachal Pradesh, read with the Government of India, Ministry of States Notification No. 146-J dated the 6th December, 1950, the Chief Commissioner, Himachal Pradesh is pleased to declare the provisions of Chapter IV of that Act applicable to all forest lands of waste lands in Himachal Pradesh which are the property of Government or over which the Government have proprietary rights or to the whole or any part of the produce of which the Government is entitled as recorded in the Forest Settlements or land revenue settlements or land revenue records of the integrated States, or otherwise, except to the following areas:-

1. Rantu, Saliana, Chambi Kupar, Kalala and Tomru of Kotkhai ilaqa and Nagkelu of Kotgarh ilaqa declared as reserved forests in the Punjab Government Notification No. 185, dated 15th April, 1885 ;

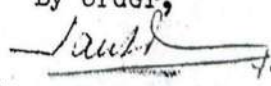
Chamba State forests declared reserved forests vide Chamba Darbar's Notification No. W-76-43, dated the 10th November, 1943;

Sirmur State forests declared reserved forests in Sirmur Darbar Notification:-

- (a) No. 1 dated the 17th Jaith, 1963 Bikrami
- (2) No. 2 dated the 23rd Chait, 1991 "
- (3) No. 14 dated the 17th Sawan, 1990 "
- (4) No. 38 dated the 27-12-1992 "
- (5) No. nil dated 1st Chait 1937 "
- (6) No. nil dated 1st Chait 1947 "
- (7) No. II dated 2nd Poh 1949 "
- (8) No. I dated 17th Jaith 1952 "
- (9) No. Nil dated 11th Bhaadon 1992 "

2. This notification applies to all lands in old Mandi State containing the growth except such lands as have been excluded in the forest settlement as cultivated or as in the Malguzari of a private son.

By order,



C.C.F. and
Secretary (Forest Department) to the
Chief Commissioner, Himachal Pradesh Admn.

No. Ft. 29-241-~~EE~~49. Dated Simla-4, the February, 1952.

Copy forwarded to:-


- 1) All Deputy Commissioners in Himachal Pradesh,
- 2) All Conservators of Forests, in Himachal Pradesh,
- 3) All Divisional Forest Officers in Himachal Pradesh, for information.
- 4) The Manager, Government of India Press, Simla, for - favour of publication in Part III Section 3 of Government of India Gazette.

UNDERTAKING

विषय:- Diversion of 3.613 Ha of forest land in favour of Himachal Pradesh State Electricity Board Ltd. 66kV D/C transmission line from Pragatinagar to 66/22kV sub-station Hulli (Kotkhai) Shimla within the jurisdiction of Theog Forest Division, Dist. Shimla, Himachal Pradesh (Online Proposal No. FP/HP/TRANS/148907/2021).

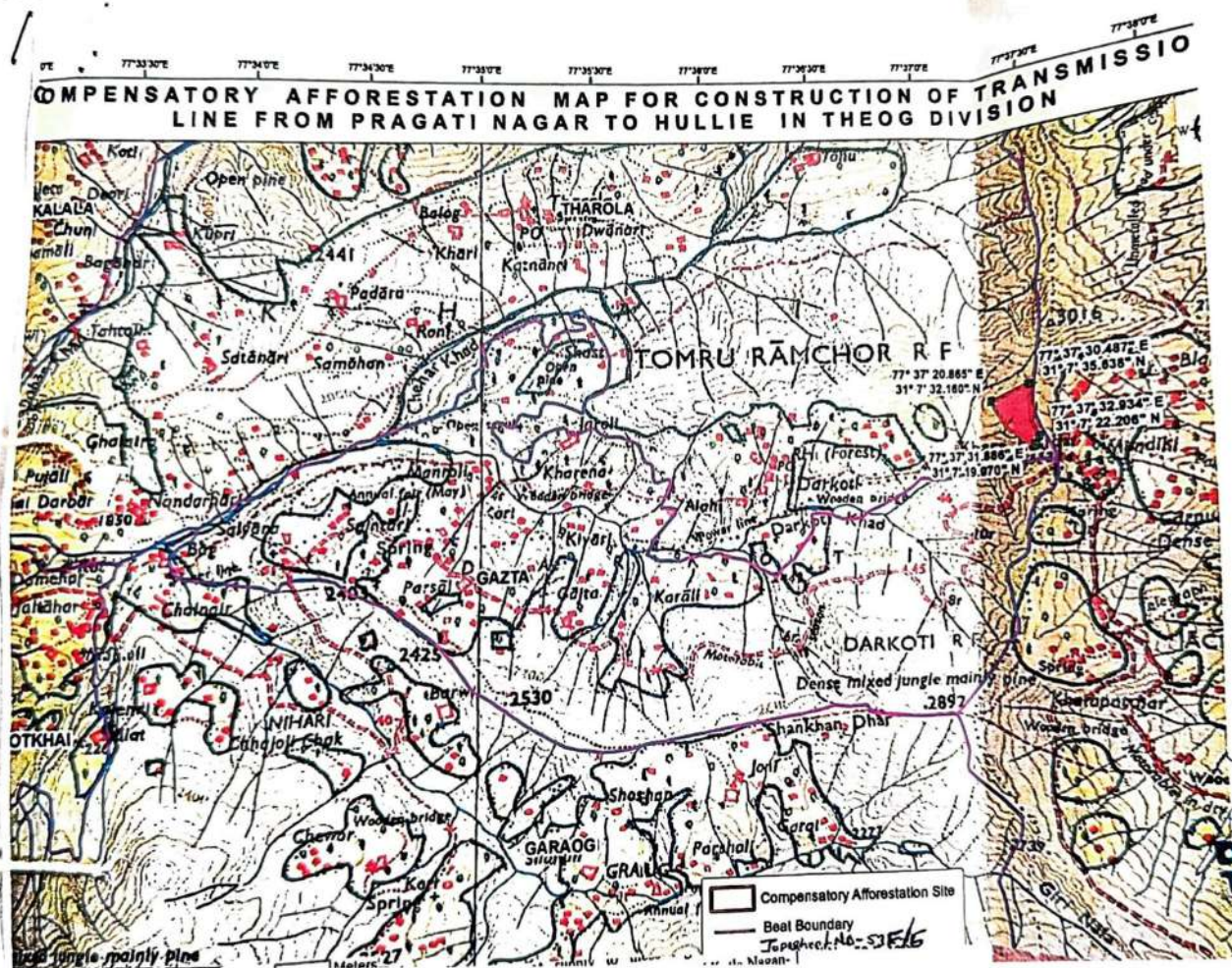
सन्दर्भ:- उप-वन महानिरीक्षक, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय, हि०प्र० के पत्र संख्या/1/93249/2025 (FC/HPB/91/2023) dated: - 10.01.2025.

क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(v)	State Govt. shall upload the revised CA area toposheet with toposheet number, duly authenticated by DFO concerned.	शर्त मंजूर है/ प्रतिलिपि संलग्न है


वरिष्ठ अधिशासी अभियंता
विद्युत् प्रणाली मंडल
हि०प्र० स्टे०ई०वो०लि०, टूटू, शिमला


D.F.O.
Theog

Toposheet No. - 53F/5

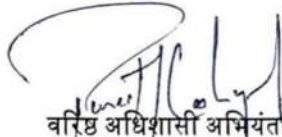


UNDERTAKING

विषय:- Diversion of 3.613 Ha of forest land in favour of Himachal Pradesh State Electricity Board Ltd. 66kV D/C transmission line from Pragatinagar to 66/22kV sub-stationHulli (Kotkhai) Shimla within the jurisdiction of Theog Forest Division, Dist. Shimla,Himachal Pradesh (Online Proposal No. FP/HP/TRANS/148907/2021).

सन्दर्भ:- उप-वन महानिरीक्षक, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय, हि०प्र० के पत्र संख्या/I/93249/2025 (FC/HPB/91/2023) dated: - 10.01.2025.

क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(vi)	State Govt. shall upload the NoC/ Sale deed/ Gift etc. for non-forest land acquired from private individuals before Stage-II.	शर्त मंजूर है / प्रतिलिपि संलग्न है


वरिष्ठ अधिशासी अभियंता
विद्युत् प्रणाली मंडल

हि०प्र०स्टे०ई०बो०लि०,दूदू, शिमला


D.F.O.
Theog



INDIA NON JUDICIAL

Government of Himachal Pradesh

7100

e-Stamp

Certificate No. : IN-HP22983957908086W
Certificate Issued Date : 27-Aug-2024 10:13 AM
Account Reference : NEWIMPACC (SV)/ hp19006004/ SHIMLA/ HP-SM
Unique Doc. Reference : SUBIN-HPHP1900600441006293280194W
Purchased by : Vivek Adhar 377111303710
Description of Document : Article 5 Agreement or Memorandum of an Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : Senior Executive Engineer Elect System Div Totu
Second Party : Ram Dayal son of Gokul Chand
Stamp Duty Paid By : Senior Executive Engineer Elect System Div Totu
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

Sunil Chandra
Stamp Vendor
Distt. Courts, Shimla (17)



Please write or type below this line



Dayal
Ram Dayal
(Claimant)

Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla -11.



Attested
VIPUL PRABHAKAR
Notary No 180
Shimla (U) Ph no 59000100

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.himachalstamp.com' or using a Stamp Mobile App of Stock Holding.
2. Any discrepancy in the data's on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Computer Authority.

made herein under and the commencement of the erection activities till the life of the project and/or till the electric current is running through or capable of running through the aforesaid transmission line.

Attested

Agreement

This agreement is made on 27th of August, 2024 between Himachal Pradesh State Electricity Board Ltd. Having its registered office at Vidyut Bhawan HPSEBL, Shimla-4 HP through its authorized representative Sr. Executive Engineer, HPSEBL, PIU Totu (Shimla) (hereinafter called HPSEBL) which expression shall include its administrators, successors and assigns of the one part.

And

Sh. Ram Dayal s/o Sh. Gokal Chand aged of 81 years Resident of Village Purag, P.O. Purag, Tehsil Kotkhai, Distt. Shimla (H.P.)-171202 (herein after called the landlord of the other part and which expression shall include his legal heirs, executor, transferees, assigns etc.

Dayal
Sh. Ram Dayal
(Landowner)
(Second party)

[Signature]
Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla -11.



Attested
VIPUL PRABHAKAR
Notary No 180
Shimla (U) Ph 94 59000100

Whereas Himachal Pradesh State Electricity Board Ltd. is constructing 66 kV Double Circuit transmission line from HPPCT's 400/220/66 kV Sub-Station at Pragatinagar to HPSEBL's 66/22 kV existing sub-station at Hulli and in connection with aforesaid project, it is required to construct transmission line to provide immediate relief to already overloaded 66 kV Jutogh-Gumma-Sainj-Hulli transmission line. Furthermost, its construction shall aid in improving the voltage profile in Sainj, Deha, Chopal, Nerwa and surrounding areas and also strengthen electrical infrastructure/network in these areas.

Whereas HPSEBL is in the process of erecting a D-Type tower No. 1 in accordance with the provision as authorized and permitted under the provisions of Electricity Act 2003 together with the powers conferred under the Indian Telegraph Act 1885.

And whereas the land of landlord situated at Khasra No. 14 of Khata/Khatauni No. 25/56.

As per Jamabandi for the year 2017-2018 of Mohal Sub Mahal Mangali, Patwar Circle Purag, Tehsil Kotkhai, Shimla, H.P. is falling within the Right of Way/ alignment of aforesaid transmission line connected to grid sub-station at 66/22kV sub-station HPSEBL, Hulli.

And whereas the landlord present and undertakes that he is the absolute owner of the said land and no other person has nay right, title and interest in the said Land and further 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 Landowner further undertakes that the aforesaid land is totally free from encumbrances. And whereas HPSEBL has approached the landlord to permit HPSEBL for the placement and to locate its Transmission tower on the said land owned by the landlord.

And whereas the landlord has agreed to allow HPSEBL to locate, construct and erect and maintain the D-Type Tower no. 1 for 66kV D/C transmission line tower along with necessary ancillary equipment thereto at the said land on the terms and conditions more particularly

Now this Agreement witness the as follows:

1. That in consideration of HPSEBL making payment towards a total/payable compensation of Rs. 4,44,150/- the landlord has expressly agreed to provide his land to HPSEBL to enter upon and suitably install, construct and erect D-Type tower No. 1 for 66kV D/C transmission line tower of suitable size as may be determined by the company upon land measuring 225 sq metre or 00-06-00 biswa comprising in at Khasra No. 14 of Khata Khatauni 25/56 as per Jamabandi for the year 2017-2018 of Mohal Sub Mahal Mangali, Patwar Circle Purag, Tehsil Kotkhai, Shimla, H.P. The said compensation is inclusive of compensation payable for the land. Trees and loss of crops 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 running through or capable of running through the aforesaid transmission line.

Attested

VIPUL PRABHAKAR
Notary No 180
Shimla(t) Ph 9/ 89000100

2. That the landlord expressly agrees to make available portion of land as described 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 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 thereafter not create any obstruction, hindrance or objection of any nature what so ever either directly or through any of his family member, agent, servant, employees etc. for taking possession of the land, entering up on the land, commencement of any activity in relation to the installation, construction, design of the towers, maintenance of transmission line as may be required including manpower, material, machinery and any allied activities, including the alignment of transmission line for the said Tower.

3. That the landlord expressly agrees that the aforesaid compensation/consideration, which HPSEBL is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have not further claim of any nature what so ever either with respect to his legal rights, interest and/or title in the 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 agreement no wherein Sh. Ram Dayal s/o Gokal Chand has legal right, title or interest in the same to the extent as per mutation entered in the revenue records, 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 Himachal Pradesh State Electricity Board Ltd. shall not be responsible for the same. It shall be the liability of the landlord alone. Himachal Pradesh State Electricity Board 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 Himachal Pradesh State Electricity Board Ltd., shall incurs on that behalf.

5. That the compensation which is being received by the landlord in pursuance to this agreement shall be in full and final settlement of the claim, any future claim what so ever that might be made by the landlord or any share holder for their share in the proceeds on account of total compensation for providing the land for purpose of construction and erection of Tower for the Transmission line and that the amount received by the landlord whether himself or any other person on whose behalf the power of attorney has been given will be deemed to be full and final settlement for all the share/stake 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 an person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

Dayal

Attested
VIPUL PRABHAKAR
Notary No 180
Shimla(u) Ph 9759000100

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

8. 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 on his behalf including employees, servants, 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 constructed as safe or prudent or for any other reason what so ever 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 upto a maximum of 00-02-00 biswa of land situated at Khasra No. 14 of Khata Khatauni 25/56 as per Jamabandi for the year 2017-18 of Mohal Sub Mahal Mangali, Patwar Circle Purag, Tehsil Kotkhai, Shimla, H.P. on receiving additional consideration and compensation which will be calculated on proportionate basis and on similar terms and conditions for which separate agreement will be made.

10. That the landlord expressly agrees that if in case it is found after the executions of this agreement that the proposed tower no 1 (D-type) 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 HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD. The amount of Rs.4,44,150/- received by him towards the total compensation/consideration paid under this agreement.


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

12. That the landlord expressly agrees to make available the present path or approach to this land to HPSEBL for entire tenure for which the Tower shall remain erected and maintained from the date of payment till the life of project and/or till the electric current is running through or capable of running through the foresaid transmission line.

13. That the landlord acknowledges the receipt of sum of Rs..... vide cheque No Dated..... towards full and final compensation/consideration for making available portion of land and path/approach to his land.

14. That the parties expressly agrees 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, HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at SHIMLA, (H.P.).



Attested

VIPUL PRABHAKAR
Notary No 180
Shimla (H.P.) 50000100


And the court at SHIMLA shall have exclusive jurisdiction in this matter.


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

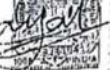
Witnesses:


1. 
Assistant Engineer
Sub-Station Const. Sub-Division
HPSEBL Hulli (Kotkhai)


Junior Engineer (E)
Sub-Station Const. Sub-Division
HPSEBL, Hulli (Kotkhai)


(Authorized signatory), Executive Engineer,
For and on behalf of Electrical System Division,
HPSEBL, Tehsil Shimla - 11.
Board Ltd.
(First Party)

2.  27-8-2024
Sh. Ashwani Bhargava,
S/o Sh. Nand Lal Bhargava,
House No. - 45, Housing Board
Colony, Sarjauli, Distt. Shimla.
- 171006

 27/8/24
(.....)
Name, Ram. Dayal. S/o. Sh. Gokal. Chand.
(Landlord)
Resident of Village. Purg, P.O. Purg
Tehsil & Distt. Kotkhai, Shimla (H.P.) - 171202
(Second Party)

Attested

VIPUL PRABHAKAR
Notary No 180
Shimla (U) Ph. 9459000100


IDENTIFIED
4/11/24

The document has been presented to me
on this day of month of August
2024 at 5 PM by the executant who was identified
by Sh. Adm. Purg. The contents
of the documents have been read over & explained
to the executant, who has admitted the content to be
true. Due execution having been admitted the
document is attested at Shimla (District) on

27/8/24
NOTARY PUBLIC
SHIMLA (U)

Ann B (vi)
(2)

BEFORE THE DISTRICT MAGISTRATE, SHIMLA
DISTRICT, SHIMLA - 171 001, HIMACHAL PRADESH.

Misc. Case No.

03/2024.

Date of Institution.

27-01-2024

Date of decision.

17-01-2025

In ref:-

Himachal Pradesh State Electricity Board Limited through its Senior Executive Engineer, Puneet Kashyap, Electrical System Division, HPSEBL, Shimla, Himachal Pradesh.

Versus

.....Applicant.

Sh. Balbir S/o Shri Atma Ram, Resident of Village Chakrot, Post Office Mahasu, Tehsil Kotkhai, District Shimla, Himachal Pradesh.

.....Respondent.

Application under Section 16(1) of Indian Telegraph Act, 1885.

Parties presented by COUNSELS:

Applicant:- Shri B.S. Thakur Advocate.

Respondent: - Shri Amit Dhumal Advocate.

ORDER:

The Senior Executive Engineer, Himachal Pradesh State Electricity Board Limited, Totu, Shimla-11 has filed the present application with the request to issue an order under Section 16(1) of the Indian Telegraph Act, 1885, (hereinafter to be called the Act), and with the prayer to issue appropriate direction to the respondent to allow execution of work and not to obstruct the work of public.



C. hand
R
AF Halli
1/3



C

In the said application it has been prayed that the HPSEBL/applicant is installing Tower No. 2 of 66 KV transmission Line from 400/220/66KV Sub-Station Pragtinagar to 66/22 KV Sub-Station Hulli (Kotkhai), which has been proposed to be installed/constructed upon the part of the land of the respondent comprised in Khasra No. 61, Khata/Khatouni No. 151/151, Mohal Sub-Mohal Mangli, Tehsil Kotkhai, District Shimla. The land of the respondent is required for the installation of the tower for lying transmission line i.e. 225 Sq. Meters and HPSEBL is ready to pay just and fair compensation to the respondent for the damaged as will be caused on account of erection of electricity tower as per Rules.

A 66 KV transmission line from Pragatinagar to Hulli is being installed/erected by the HPSEBL to strength the Extra High Voltage Network in Theog, Sainj Kotkhai, Chopal, Nerwa Sunni, Basantpur and surrounding areas of Shimla District. The construction of said line is a paramount importance to address the issue of rapid load, growth in the aforementioned region in the upcoming years.

As per Indian Telegraph Act 1885 Section 10 (d) HPPTCL is to compensate the land owner for the damage suffered on account of erection of tower. The applicant has already offered compensation to the damages ought to have been caused on account of erection of tower to the respondent.

Both the parties were summoned. Shri B.S Thakur Counsel on behalf of the applicant and respondent was



represented by his Counsel Shri Amit Kumar Dhumal. Arguments of both the parties were heard and the record was also perused. The Advocate for the applicant/HPSEBL has stated that the applicant/HPSEBL is ready to pay the compensation to the respondent for the land in question but in the instant case the respondent is refusing to give his land to execute the work in question.

The arguments advanced by both the parties were heard carefully & the provisions of Indian Telegraph Act 1885 were also considered in depth. Section 16(1) of the Indian Telegraph Act, 1885, empowers the District Magistrate to order to permit the telegraph authority to carry out its construction work in case of any resistance or obstruction. The Section 16(1) is reproduced as under: ***(1) "if the exercise of the powers mentioned in section 10 in respect of property referred to in clause (d) of that section is resisted or obstructed, the District Magistrate may, in his discretion, order that the telegraph authority shall be permitted to exercise them."***

In the present case, the respondents are resisting & obstructing the construction work of tower. Further, if there is any dispute concerning the sufficiency of the compensation, the same is to be decided by the Ld. District Judge as has been envisaged in clause (3) of Section 16 of the Act and the aggrieved party may approach the appropriate forum for the same. The construction of 66 KV transmission line from Pragatinagar to Hulli is being



installed/erected by the applicant strengthen the extra High Voltage network in Theog, Sainj, Kotkhai, Chopal, Nerwa Sunni, Basantpur and surrounding areas of Shimla District.


On the basis of the record placed before me and considering the arguments of both the parties, I am convinced that carrying out of the work by the applicant is of paramount public interest. The applicant is ready to pay just and fair compensation to the damages ought to have been caused on account of erection of tower to the respondent. Therefore, I, Anupam Kashap, I. A. S. District Magistrate, Shimla, in exercise of the powers vested in me under Section 16(1) of the Indian Telegraph Act, 1885, do hereby order that the work of laying of transmission line by the HPSEBL from Pragatinagar to Hulli shall not be obstructed by the land owners where tower are to be erected or by any member of general public. If any obstruction is caused by the respondent or any member of the public on the for erection of towers, the person concerned is liable to be proceeded against under Section 188 of the Indian Penal code.

The application is allowed and disposed off with the direction to the Superintendent of Police, Shimla and Deputy Superintendent of Police, Theog to provide full assistance to the applicant to erect the towers. The Sub-Divisional Magistrate, Kotkhai and the Executive Magistrate concerned are directed to get this order implemented. The Corporation shall pay the right holders compensation as mentioned in the Act if any damage is




caused to the property of the owners of the land. If there is any dispute regarding sufficiency of compensation the parties are at liberty to approach the learned District Judge, as provided under Section 16(3) of the Act. The copy of this order be sent to the parties for information and record. The case file be consigned to the record room after completion.

Announced and issued under my hand and seal of the court on this th January, 2025.


(Anupam Kashyap), I.A.S.
District Magistrate,
Shimla, District Shimla,
District Magistrate,
District Shimla, H.P. (India)

②
Regd.

13637

Endst. No. SML-Reader(3)/2024-

Dated: 29th January, 2025.

Copy of order dated 17-01-2025 passed by the Ld. District Magistrate, Shimla is forwarded for favour of information and further necessary action to:-

1. Himachal Pradesh State Electricity Board Limited through its Senior Executive Engineer, Puneet Kashyap, Electrical System Division, HPSEBL, Totu, Shimla-11, Himachal Pradesh.
2. Sh. Balbir S/o Shri Atma Ram, Resident of Village Chakrot, Post Office Mahasu, Tehsil Kotkhai, District Shimla, Himachal Pradesh.


Reader to
Deputy Commissioner, Shimla.
...



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Himachal Pradesh

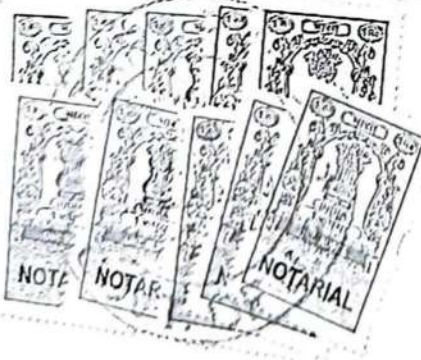
e-Stamp

Certificate No. : IN-HP22984731221450W
Certificate Issued Date : 27-Aug-2024 10:17 AM
Account Reference : NEWIMPACC (SV)/ hp19006004/ SHIMLA/ HP-SM
Unique Doc. Reference : SUBIN-HPHP1900600441007769107559W
Purchased by : Vivek Adhar 377111303710
Description of Document : Article 5 Agreement or Memorandum of an Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : Senior Executive Engineer Elect System Div Totu
Second Party : Nand Lal son of Late sh Sis Ram
Stamp Duty Paid By : Senior Executive Engineer Elect System Div Totu
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

Sunil Chandel
Stamp Vendor
Distt. Courts, Shimla (H.P.)

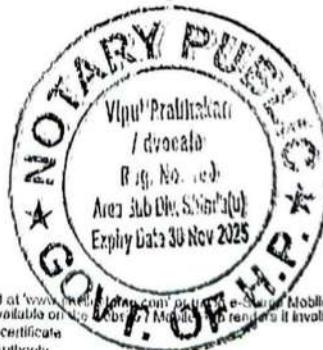


Please write or type below this line



Nand Lal
(Condonee)

Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla -11.



Attested
VIPUL PRABHAKAR
Notary No 180
Shimla(tu) Ph 94 59000100

Statutory Alert:


1. The authenticity of this Stamp certificate should be verified at www.eken.com or the e-Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details on this Certificate and as available on the e-Stamp Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.


Agreement

This agreement is made on 27th of August, 2024 between Himachal Pradesh State Electricity Board Ltd. Having its registered office at Vidyut Bhawan HPSEBL, Shimla-4 HP through its authorized representative Sr. Executive Engineer, HPSEBL, PIU Totu (Shimla) (hereinafter called HPSEBL) which expression shall include its administrators, successors and assigns of the one part.

And

Sh. Nand Lal S/o Late Sh. Sis Ram aged of 82 years Resident of House No. LIG 45, Housing Board Colony Sanjauli, Lower Sangti, Sanjauli, Distt Shimla (HP)-171006 (herein after called the landlord of the other part and which expression shall include his legal heirs, executor, transferees, assigns etc.


Sh. Nand Lal,
(Landowner)
(Second Party).


Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla -11.



Attested
✓
VIPUL PRABHAKAR
Notary No 180
Shimla(u) Ph.84 89000100

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Whereas Himachal Pradesh State Electricity Board Ltd. is constructing 66 kV Double Circuit transmission line from HPPTCL's 400/220/66 kV Sub-Station at Pragatinagar to HPSEBL's 66/22 kV existing sub-station at Hulli and in connection with aforesaid project, it is required to construct transmission line to provide immediate relief to already overloaded 66 kV Jutogh-Gumma-Sainj-Hulli transmission line. Furthermost, its construction shall aid in improving the voltage profile in Sainj, Deha, Chopal, Nerwa and surrounding areas and also strengthen electrical infrastructure/network in these areas.

Whereas HPSEBL is in the process of erecting a D-Type tower No. 3 in accordance with the provision as authorized and permitted under the provisions of Electricity Act 2003 together with the powers conferred under the Indian Telegraph Act 1885.

And whereas the land of landlord situated at Khasra No. 79 of Khata/Khatauni No. 5/7.

As per Jamabandi for the year 2017-2018 of Mohal Sub Mahal Mangali, Patwar Circle Purag, Tehsil Kotkhai, Shimla, H.P. is falling within the Right of Way/ alignment of aforesaid transmission line connected to grid sub-station at 66/22kV sub-station HPSEBL, Hulli.

And whereas the landlord present and undertakes that he is the absolute owner of the said land and no other person has nay right, title and interest in the said Land and further 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 Landowner further undertakes that the aforesaid land is totally free from encumbrances. And whereas HPSEBL has approached the landlord to permit HPSEBL for the placement and to locate its Transmission tower on the said land owned by the landlord.

And whereas the landlord has agreed to allow HPSEBL to locate, construct and erect and maintain the D-Type Tower no. 3 for 66kV D/C transmission line tower along with necessary ancillary equipment thereto at the said land on the terms and conditions more particularly

Now this Agreement witness the as follows:

1. That in consideration of HPSEBL making payment towards a total/payable compensation of Rs. 4,44,150/- the landlord has expressly agreed to provide his land to HPSEBL to enter upon and suitably install, construct and erect D-Type tower No. 3 for 66kV D/C transmission line tower of suitable size as may be determined by the company upon land measuring 225 sq metre or 00-06-00 biswa comprising in at Khasra No. 79 of Khata Khatauni 5/7 as per Jamabandi for the year 2017-2018 of Mohal Sub Mahal Mangali, Patwar Circle Purag, Tehsil Kotkhai, Shimla, H.P. The said compensation is inclusive of compensation payable for the land. Trees and loss of crops 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 running through or capable of running through the aforesaid transmission line.

2. That the landlord expressly agrees to make available portion of land as described 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 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 thereafter not create any

Attested

VIPUL PRABHAKAR

Notary No 180

SHIMLA, H.P. 171001

obstruction, hindrance or objection of any nature what so ever either directly or through any of his family member, agent, servant, employees etc. for taking possession of the land, entering up on the land, commencement of any activity in relation to the installation, construction, design of the towers, maintenance of transmission line as may be required including manpower, material, machinery and any allied activities, including the alignment of transmission line for the said Tower.

3. That the landlord expressly agrees that the aforesaid compensation/consideration, which HPSEBL is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have not further claim of any nature what so ever either with respect to his legal rights, interest and/or title in the 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 agreement no wherein Sh. Nand Lal S/o Late Sh. Sis Ram has legal right, title or interest in the same to the extent as per mutation entered in the revenue records, 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 Himachal Pradesh State Electricity Board Ltd. shall not be responsible for the same. It shall be the liability of the landlord alone. Himachal Pradesh State Electricity Board 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 Himachal Pradesh State Electricity Board Ltd., shall incurs on that behalf.

5. That the compensation which is being received by the landlord in pursuance to this agreement shall be in full and final settlement of the claim, any future claim what so ever that might be made by the landlord or any share holder for their share in the proceeds on account of total compensation for providing the land for purpose of construction and erection of Tower for the Transmission line and that the amount received by the landlord whether himself or any other person on whose behalf the power of attorney has been given will be deemed to be full and final settlement for all the share/stake 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 an person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

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

8. 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 on his behalf including employees, servants, 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

VIPUL PRABHAKAR
Notary No 180
ON 01/05/2020

12 *12/05/2020*

which would not reasonably be constructed as safe or prudent or for any other reason what so ever 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 upto a maximum of 00-06-00 biswa of land situated at Khasra No. 79 of Khata Khatauni 5/7 as per Jamabandi for the year 2017-18 of Mohal Sub Mahal Mangali, Patwar Circle Purag, Tehsil Kotkhai, Shimla, H.P. on receiving additional consideration and compensation which will be calculated on proportionate basis and on similar terms and conditions for which separate agreement will be made.

10. That the landlord expressly agrees that if in case it is found after the executions of this agreement that the proposed tower no 3 (D-type) 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 HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD. The amount of Rs.4.44.150/- received by him towards the total compensation/consideration paid under this agreement.

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

12. That the landlord expressly agrees to make available the present path or approach to this land to HPSEBL for entire tenure for which the Tower shall remain erected and maintained from the date of payment till the life of project and/or till the electric current is running through or capable of running through the foresaid transmission line.

13. That the landlord acknowledges the receipt of sum of Rs..... vide cheque No Dated..... towards full and final compensation/consideration for making available portion of land and path/approach to his land.

14. That the parties expressly agrees 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, HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at SHIMLA, (H.P.).

VIPUL PRABHAKAR
Notary No 180
Shimla Dt 9/50000106

And the court at SHIMLA shall have exclusive jurisdiction in this matter.

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

Witnesses:

M. B. Sharma

M. B. Sharma

1.

Wandey
Assistant Engineer
Sub-Station Const. Sub-Division
HPSEBL Hulli (Kotkhai)

Pras
Junior Engineer (E)
Sub-Station Const. Sub-Division
HPSEBL, Hulli (Kotkhai)

Rf 27.8.2024
2. Sh. Rajal Jadaik,
Village Purg, Po-Purg,
Tehsil Kotkhai,
Distt. Shimla-171202

(Authorized signatory) *[Signature]*
Sr. Executive Engineer,
For and on behalf of Electrical System Division,
Himachal Pradesh State Electricity Board Ltd.
(First Party)

W.B. Bhandari
27/8/2024.

(.....)
Name. *Nam d. Lal S/o. late Sh. Sis. Ram.*
(Landlord)
Resident of Village. *House No. L.G. 45.*
Tehsil & Distt. *Hausing Board colony (I.P.) Sanjauli,*
(Second Party) *lower Sanjauli, Sanjauli,*
Distt. Shimla, HP-171006

[Signature]
VIPUL PRABHAKAR
Notary No 180
Shimla(u) Ph.94 59000100

[Signature]
IDENTIFIED
MIM 45/13

The document has been presented to me on this *27* day of month of *Aug* 20*24* by the executant who was identified by Sh. *Adv. Prull*. The contents of the documents have been read over & explained to the executant, who has admitted the content to be true. Due execution having been admitted the document is attested at Shimla Distt. *27/8/24*
NOTARY PUBLIC
SHIMLA



हिमाचल प्रदेश HIMACHAL PRADESH

E 185813

Agreement

This agreement is made on 14th of March, 2023 between Himachal Pradesh State Electricity Board Ltd. Having its registered office at Vidyut Bhawan HPSEBL, Shimla-4 HP through its authorized representative Sr. Executive Engineer, HPSEBL, PIU Totu (Shimla) (hereinafter called HPSEBL) which expression shall include its administrators, successors and assigns of the one part.

And

Sh. Roshan Deen S/o Sh. Phaij Muhammad aged of 71 years Resident of Village Khoru, P.O. Gumma, Tehsil Kotkhai, Distt. Shimla (H.P.)-171202 (herein after called the landlord of the other part and which expression shall include his legal heirs, executor, transferees, assigns etc.

Attested by
Notary Public
Shimla (H.P.)
[Signature]

[Signature]

[Signature]
Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla - 11.

Whereas Himachal Pradesh State Electricity Board Ltd. is constructing 66 kV Double Circuit transmission line from HPPTCL's 400/220/66 kV Sub-Station at Pragatinagar to HPSEBL's 66/22 kV existing sub-station at Hulli and in connection with aforesaid project, it is required to construct transmission line to provide immediate relief to already overloaded 66 kV Jutogh-Gumma-Sainj-Hulli transmission line. Furthermost, its construction shall aid in improving the voltage profile in Sainj, Deha, Chopal, Nerwa and surrounding areas and also strengthen electrical infrastructure/network in these areas.

Whereas HPSEBL is in the process of erecting a D-Type tower No. 4 in accordance with the provision as authorized and permitted under the provisions of Electricity Act 2003 together with the powers conferred under the Indian Telegraph Act 1885.

And whereas the land of landlord situated at Khasra No. 443 & 444/2 of Khata/Khatauni No. 103/127.

As per Jamabandi for the year 2016-2017 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. is falling within the Right of Way/ alignment of aforesaid transmission line connected to grid sub-station at 66/22kV sub-station HPSEBL, Hulli.

And whereas the landlord present and undertakes that he is the absolute owner of the said land and no other person has nay right, title and interest in the said Land and further 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 Landowner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas HPSEBL has approached the landlord to permit HPSEBL for the Right of Way/ alignment and to locate its Transmission tower on the said land owned by the landlord.

And whereas the landlord has agreed to allow HPSEBL to locate, construct and erect and maintain the D-Type Tower no.4 for 66kV D/C transmission line tower along with necessary ancillary equipment thereto at the said land on the terms and conditions more particularly

Now this Agreement witness the as follows:

1. That in consideration of HPSEBL making payment towards a total/payable compensation of Rs. 9,01,800/- (Nine Lac One Thousand Eight Hundred Only) the landlord has expressly agreed to provide his land to HPSEBL to enter upon and suitably install, construct and erect D-Type tower No. 4 for 66kV D/C transmission line tower of suitable size as may be determined by the company upon land measuring 225 sq.metre or 00-06-00 biswa comprising in at Khasra No. 443 & 444/2 of Khata/Khatauni 103/127 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. The said compensation is inclusive of compensation payable for the land, Trees and loss of crops 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 running through or capable of running through the aforesaid transmission line.

2. That the landlord expressly agrees to make available portion of land as described in the preceding para of this agreement for erection of tower for the transmission line on the

Notary
Distt. Shimla

P. 11/1

Reshma Kaur

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

8. 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 on his behalf including employees, servants, 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 constructed as safe or prudent or for any other reason what so ever 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 upto a maximum of 00-06-00biswa of land situated at Khasra No. 443 & 444/2 of Khata/Khatauni 103/127 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. on receiving additional consideration and compensation which will be calculated on proportionate basis and on similar terms and conditions for which separate agreement will be made.

10. That the landlord expressly agrees that if in case it is found after the executions of this agreement that the proposed tower no 4 (D-type) 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 HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD. The amount of Rs.9,01,800/- received by him towards the total compensation/consideration paid under this agreement.

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

12. That the landlord expressly agrees to make available the present path or approach to this land to HPSEBL for entire tenure for which the Tower shall remain erected and maintained from the date of payment till the life of project and/or till the electric current is running through or capable of running through the foresaid transmission line.

13. That the landlord acknowledges the receipt of sum of Rs. vide cheque No Dated..... towards full and final compensation/consideration for making available portion of land and path/approach to his land.

14. That the parties expressly agrees 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, HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at SHIMLA, (HP).

Attested
Notary Public
Distt Shimla

11/11

Signature

And the court at SHIMLA shall have exclusive jurisdiction in this matter.

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

Witnesses:

Rafik Mohammad
1. Rafik Mohammad
S/o Khawj Deen.
Village - Khoru, PO - Gumma,
Tehsil - Kotkhai, Distt. - Shimla.
-171202.

Rafik
2. Assistant Engineer
Sub-Station Const. Sub-Division
HPSEBL HULLI (Kotkhai)

[Signature]
Sr. Executive Engineer,
Electrical System Division,
(HPSEBL HULLI).
For and on behalf of
Himachal Pradesh State Electricity
Board Ltd.
(First Party)

Rafik
Name: *Rafik Deen* (Landlord) S/o Phaj Mohammad
Resident of Village. Khoru, PO - Gumma.
Tehsil & Distt. Kotkhai & Shimla (H.P.) - 171202
(Second Party)



[Signature]
Identified by

Attested
Notary Public
Distt. Shimla

This document has been prepared
before me this 14th day of March
2002 by the executant who is
identified by Sh. Mukesh Sharma
who is personally known to me. The
contents of the document have been
read over & explained to the executant
who has affirmed the correctness and
truthful use of contents. Due execution
having been admitted.

NOTARY
Distt. Shimla

[Signature]
14/2/2023



हिमाचल प्रदेश HIMACHAL PRADESH

E 185810

Agreement

This agreement is made on 14th of March, 2023 between Himachal Pradesh State Electricity Board Ltd. Having its registered office at Vidyut Bhawan HPSEBL, Shimla-4 HP through its authorized representative Sr. Executive Engineer, HPSEBL, PIU Totu (Shimla) (hereinafter called HPSEBL) which expression shall include its administrators, successors and assigns of the one part.

And

Sh. Rafeek Mohammed S/o Sh. Khwaaj Deen aged of 82 years Resident of Village Khoru, P.O. Gumma, Tehsil Kotkhai, Distt. Shimla. (H.P.)-171202 (herein after called the landlord of the other part and which expression shall include his legal heirs, executor, transferees, assigns etc.

Attested
Notary Public
Distt. Shimla
[Signature]

[Signature]

[Signature]
Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla -11.

Whereas Himachal Pradesh State Electricity Board Ltd. is constructing 66 kV Double Circuit transmission line from HPPTCL's 400/220/66 kV Sub-Station at Pragatinagar to HPSEBL's 66/22 kV existing sub-station at Hulli and in connection with aforesaid project, it is required to construct transmission line to provide immediate relief to already overloaded 66 kV Jutogh-Gumma-Sainj-Hulli transmission line. Furthermost, its construction shall aid in improving the voltage profile in Sainj, Deha, Chopal, Nerwa and surrounding areas and also strengthen electrical infrastructure/network in these areas.

Whereas HPSEBL is in the process of erecting a D-Type tower No. 5 in accordance with the provision as authorized and permitted under the provisions of Electricity Act 2003 together with the powers conferred under the Indian Telegraph Act 1885.

And whereas the land of landlord situated at Khasra No. 407 of Khata/Khatauni No. 109/136.

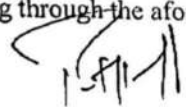
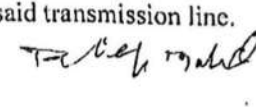
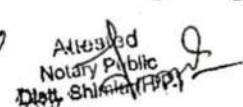
As per Jamabandi for the year 2016-2017 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. is falling within the Right of Way/ alignment of aforesaid transmission line connected to grid sub-station at 66/22kV sub-station HPSEBL, Hulli.

And whereas the landlord present and undertakes that he is the absolute owner of the said land and no other person has any right, title and interest in the said Land and further 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 Landowner further undertakes that the aforesaid land is totally free from encumbrances. And whereas HPSEBL has approached the landlord to permit HPSEBL for the placement and to locate its Transmission tower on the said land owned by the landlord.

And whereas the landlord has agreed to allow HPSEBL to locate, construct and erect and maintain the D-Type Tower no. 5 for 66kV D/C transmission line tower along with necessary ancillary equipment thereto at the said land on the terms and conditions more particularly

Now this Agreement witness the as follows:

1. That in consideration of HPSEBL making payment towards a total/payable compensation of Rs. 4,50,900/- the landlord has expressly agreed to provide his land to HPSEBL to enter upon and suitably install, construct and erect D-Type tower No. 5 for 66kV D/C transmission line tower of suitable size as may be determined by the company upon land measuring 112.5 sq metre or 00-03-00 biswa comprising in at Khasra No. 407 of Khata Khatauni 109/136 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. The said compensation is inclusive of compensation payable for the land. Trees and loss of crops 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 running through or capable of running through the aforesaid transmission line.

  
Attested
Notary Public
Distt. Shimla (H.P.)

being made by an person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

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

8. 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 on his behalf including employees, servants, 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 constructed as safe or prudent or for any other reason what so ever 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 upto a maximum of 00-06-00 biswa of land situated at Khasra No. 407 of Khata Khatauni 109/136 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. on receiving additional consideration and compensation which will be calculated on proportionate basis and on similar terms and conditions for which separate agreement will be made.

10. That the landlord expressly agrees that if in case it is found after the executions of this agreement that the proposed tower no 5 (D-type) 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 HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD. The amount of Rs.4,50,900/- received by him towards the total compensation/consideration paid under this agreement.

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

12. That the landlord expressly agrees to make available the present path or approach to this land to HPSEBL for entire tenure for which the Tower shall remain erected and maintained from the date of payment till the life of project and/or till the electric current is running through or capable of running through the foresaid transmission line.

13. That the landlord acknowledges the receipt of sum of Rs..... vide cheque No Dated..... towards full and final compensation/consideration for making available portion of land and path/approach to his land.

14. That the parties expressly agrees 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, HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.. The arbitration proceedings shall be governed by the Arbitration and

Attested by
Notary Public
HIMACHAL PRADESH

Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at SHIMLA, (HP).

And the court at SHIMLA shall have exclusive jurisdiction in this matter.

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

Witnesses:

1.

Roshan Deen
Roshan Deen s/o Phajj Mohammad
Village- Khoo, Po- Gummra
Tehsil- Kotkhai, Distt. Shimla.

[Signature]
(Authorized signatory)
For and on behalf of
Himachal Pradesh State Electricity
Board Ltd.
(First Party)

2.

[Signature]
- Assistant Engineer
Sub-Station Const. Sub-Division
HPSEBL HULLI (Kotkhai)

[Signature]
(.....)
Name: *Rafique Mohammad* (Landlord) s/o Khooj Deen
Resident of Village. *Khoo, P.O. - Gummra*
Tehsil & Distt. *Kotkhai & Shimla* (H.P.) - 171202
(Second Party)



[Signature]
Notary Public
Distt. Shimla (H.P.)

[Signature]
Identified by

This document has been read over & explained to the executant who has admitted the correctness and truthfulness of contents. Due execution having been admitted.
14/5/2023
NOTARY
Distt. Shimla (H.P.)

Anir-B(vi)
56



हिमाचल प्रदेश HIMACHAL PRADESH

E 185812

Agreement

This agreement is made on 14th of March, 2023 between Himachal Pradesh . State Electricity Board Ltd. Having its registered office at Vidyut Bhawan HPSEBL, Shimla-4 HP through its authorized representative Sr. Executive Engineer, HPSEBL, PIU Totu (Shimla) (hereinafter called HPSEBL) which expression shall include its administrators, successors and assigns of the one part.

And

Sh. Mohammed Ikbal S/o Sh. Ilmudeen aged of 40 years Resident of Village Khoru, P.O. Gumma, Tehsil Kotkhai, Distt. Shimla (H.P.)-171202 (herein after called the landlord of the other part and which expression shall include his legal heirs, executor, transferees, assigns etc.

Attested
Notary Public
Shimla (H.P.)
[Signature]

[Signature]

[Signature]
Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla -11.

Whereas Himachal Pradesh State Electricity Board Ltd. is constructing 66 kV Double Circuit transmission line from HPPTCL's 400/220/66 kV Sub-Station at Pragatinagar to HPSEBL's 66/22 kV existing sub-station at Hulli and in connection with aforesaid project, it is required to construct transmission line to provide immediate relief to already overloaded 66 kV Jutogh-Gumma-Sainj-Hulli transmission line. Furthermore, its construction shall aid in improving the voltage profile in Sainj, Deha, Chopal, Nerwa and surrounding areas and also strengthen electrical infrastructure/network in these areas.

Whereas HPSEBL is in the process of erecting a D-Type tower No. 5 in accordance with the provision as authorized and permitted under the provisions of Electricity Act 2003 together with the powers conferred under the Indian Telegraph Act 1885.

And whereas the land of landlord situated at Khasra No. 407 of Khata/Khatauni No. 109/136.

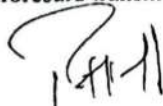
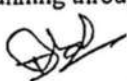
As per Jamabandi for the year 2016-2017 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. is falling within the Right of Way/ alignment of aforesaid transmission line connected to grid sub-station at 66/22kV sub-station HPSEBL, Hulli.

And whereas the landlord present and undertakes that he is the absolute owner of the said land and no other person has any right, title and interest in the said Land and further 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 Landowner further undertakes that the aforesaid land is totally free from encumbrances. And whereas HPSEBL has approached the landlord to permit HPSEBL for the placement and to locate its Transmission tower on the said land owned by the landlord.

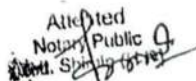
And whereas the landlord has agreed to allow HPSEBL to locate, construct and erect and maintain the D-Type Tower no. 5 for 66kV D/C transmission line tower along with necessary ancillary equipment thereto at the said land on the terms and conditions more particularly

Now this Agreement witness the as follows:

1. That in consideration of HPSEBL making payment towards a total/payable compensation of Rs. 2,25,450/- the landlord has expressly agreed to provide his land to HPSEBL to enter upon and suitably install, construct and erect D-Type tower No. 5 for 66kV D/C transmission line tower of suitable size as may be determined by the company upon land measuring 56.25 sq metre or 1.50 biswa comprising in at Khasra No. 407 of Khata/Khatauni 109/136 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. The said compensation is inclusive of compensation payable for the land, Trees and loss of crops 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 running through or capable of running through the aforesaid transmission line.



Attested
Notary Public
Shimla, Himachal Pradesh



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

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

8. 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 on his behalf including employees, servants, 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 constructed as safe or prudent or for any other reason what so ever 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 upto a maximum of 00-01-00 biswa of land situated at Khasra No. 407 of Khata Khatauni 109/136 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. on receiving additional consideration and compensation which will be calculated on proportionate basis and on similar terms and conditions for which separate agreement will be made.

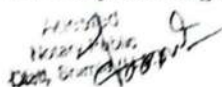
10. That the landlord expressly agrees that if in case it is found after the executions of this agreement that the proposed tower no 5 (D-type) is required to be shifted from the aforesaid land due to some technical or any other unavoidable reason in that event the landlord shall return to HIMACHAL PRADESH STATE ELECTRICITY BOARD the amount of Rs.2,25,450/- received by him towards the total compensation/consideration paid under this agreement.

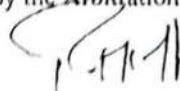
11. That the landlord expressly agrees that his legal heirs, executors assigns, transferees etc. shall all abide by the terms and conditions of this agreement and that all help or assistance as may be required for the execution for the installation, construction, erection of towers, allied equipment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

12. That the landlord expressly agrees to make available the present path or approach to this land to HPSEBL for entire tenure for which the Tower shall remain erected and maintained from the date of payment till the life of project and/or till the electric current is running through or capable of running through the foresaid transmission line.

13. That the landlord acknowledges the receipt of sum of Rs..... vide cheque No Dated..... towards full and final compensation/consideration for making available portion of land and path/approach to his land.

14. That the parties expressly agrees 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, HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996


Landlord


Representative of Himachal Pradesh State Electricity Board Ltd.


Representative of Himachal Pradesh State Electricity Board Ltd.


or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at SHIMLA, (H.P.).

And the court at SHIMLA shall have exclusive jurisdiction in this matter.

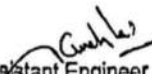
In witness whereof the parties to this agreement have set their hands to these presents on the year first mentioned above.


Witnesses:

1.

(Authorized signatory) 
Sr. Executive Engineer,
Electrical System Division,
For and on behalf of HPSEBL, Totu - Shimla - 11,
Himachal Pradesh State Electricity
Board Ltd.
(First Party)

2.


Assistant Engineer
Sub-Station Const. Sub-Division
HPSEBL Hulli (Kotkhal)


Name: Mohammed Ikhbal, (Landlord)
Resident of Village. Khotu, P.O. Gummra,
Tehsil & Distt. Kotkhal, Shimla (H.P.) - 171202
(Second Party)




Identified by

Attestd
Notary Public
Sh. Smita Singh
17/03/2023

This document has been prepared
before me this 17th day of March
2023 by the executant who is
identified by Sh. Mukesh Sharma
who is personally known to me. I
and my assistants have the
contents of the document have been
read over and explained to the executant
who has admitted the correctness and
truthful use of contents. Due execution
having been admitted.

NOTARY
Distt. Shimla
17/03/2023

Annex-B(vi)
50



हिमाचल प्रदेश HIMACHAL PRADESH

E 185811

Agreement

This agreement is made on 14th of March, 2023 between Himachal Pradesh State Electricity Board Ltd. Having its registered office at Vidyut Bhawan HPSEBL, Shimla-4 HP through its authorized representative Sr. Executive Engineer, HPSEBL, PIU Totu (Shimla) (hereinafter called HPSEBL) which expression shall include its administrators, successors and assigns of the one part.

And

Smt. Parvin Begam w/o Late Sh. Sher Mohammad aged of 60 years Resident of Village Khoru, P.O. Gumma, Tehsil Kotkhai, Distt. Shimla (H.P.)-171202 (herein after called the landlord of the other part and which expression shall include his legal heirs, executor, transferees, assigns etc.

Attested
Notary Public
Shimla (H.P.)

पुष्पा

Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla -11.

tenure for which the tower shall remain erected and maintained from the date or

Whereas Himachal Pradesh State Electricity Board Ltd. is constructing 66 kV Double Circuit transmission line from HPPTCL's 400/220/66 kV Sub-Station at Pragatinagar to HPSEBL's 66/22 kV existing sub-station at Hulli and in connection with aforesaid project, it is required to construct transmission line to provide immediate relief to already overloaded 66 kV Jutogh-Gumma-Sainj-Hulli transmission line. Furthermore, its construction shall aid in improving the voltage profile in Sainj, Deha, Chopal, Nerwa and surrounding areas and also strengthen electrical infrastructure/network in these areas.

Whereas HPSEBL is in the process of erecting a D-Type tower No. 5 in accordance with the provision as authorized and permitted under the provisions of Electricity Act 2003 together with the powers conferred under the Indian Telegraph Act 1885.

And whereas the land of landlord situated at Khasra No. 407 of Khata/Khatauni No. 109/136.

As per Jamabandi for the year 2016-2017 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. is falling within the Right of Way/ alignment of aforesaid transmission line connected to grid sub-station at 66/22kV sub-station HPSEBL, Hulli.

And whereas the landlord present and undertakes that he is the absolute owner of the said land and no other person has nay right, title and interest in the said Land and further 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 Landowner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas HPSEBL has approached the landlord to permit HPSEBL for the placement and to locate its Transmission tower on the said land owned by the

landlord.

And whereas the landlord has agreed to allow HPSEBL to locate, construct and erect and maintain the D-Type Tower no. 5 for 66kV D/C transmission line tower along with necessary ancillary equipment thereto at the said land on the terms and conditions more particularly

Now this Agreement witness the as follows:

1. That in consideration of HPSEBL making payment towards a total/payable compensation of Rs. 2,25,450/- the landlord has expressly agreed to provide his land to HPSEBL to enter upon and suitably install, construct and erect D-Type tower No. 5 for 66kV D/C transmission line tower of suitable size as may be determined by the company upon land measuring 56.25 sq metre or 1.50 biswa comprising in at Khasra No. 407 of Khata/Khatauni 109/136 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. The said compensation is inclusive of compensation payable for the land. Trees and loss of crops 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 running through or capable of running through the aforesaid transmission line.

Handwritten signature of the landlord.

Handwritten signature of the landlord.

Attested
Notary Public
Distt. Shimla (H.P.)
Handwritten signature of the Notary Public.

being made by an person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

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

8. 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 on his behalf including employees, servants, 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 constructed as safe or prudent or for any other reason what so ever 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 upto a maximum of 00-01-00 biswa of land situated at Khasra No. 407 of Khata Khatauni 109/136 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhari, Shimla, H.P. on receiving additional consideration and compensation which will be calculated on proportionate basis and on similar terms and conditions for which separate agreement will be made.

10. That the landlord expressly agrees that if in case it is found after the executions of this agreement that the proposed tower no 5 (D-type) 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 HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD. The amount of Rs.2,25,450/- received by him towards the total compensation/consideration paid under this agreement.

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

12. That the landlord expressly agrees to make available the present path or approach to this land to HPSEBL for entire tenure for which the Tower shall remain erected and maintained from the date of payment till the life of project and/or till the electric current is running through or capable of running through the foresaid transmission line.

13. That the landlord acknowledges the receipt of sum of Rs..... vide cheque No Dated..... towards full and final compensation/consideration for making available portion of land and path/approach to his land.

14. That the parties expressly agrees 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, HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.. The arbitration proceedings shall be governed by the Arbitration and

Attest
Notary Public
Shimla (H.P.)

12/11

10/11/18

Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at SHIMLA, (HP).

And the court at SHIMLA shall have exclusive jurisdiction in this matter.

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

Witnesses:

Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Tolu - Shimla - 11.

(Authorized signatory)

1. Shokat Ali S/o Rafik Mohammed For and on behalf of
Village - Khory, P.O. - Gumma.
Tehsil - Kotkhai, Distt - Shimla.
- 171202.
Himachal Pradesh State Electricity
Board Ltd.
(First Party)

2.

Assistant Engineer
Sub-Station Const. Sub-Division
HPSEBL - Hulli (Kotkhai)

Name Shokat Ali S/o Rafik Mohammed (Landlord) who take Shokat
Resident of Village Khory, P.O. - Gumma Mohammed
Tehsil & Distt: Kotkhai, Distt - Shimla (H.P.) - 171202
(Second Party) - Shimla.



This document has been
before me this 14th March
200223 by the execution
Identified by Sh. Mohammed Shokat
who is personally known to me. I
contents of the document and
read over & explained the contents
who has admitted the correctness and
truthfulness of contents. Due execution
having been admitted.

NOTARY
Distt. Shimla
14/3/2023

Identified by

Attested
Notary Public
Distt. Shimla



हिमाचल प्रदेश HIMACHAL PRADESH

E 185809

Agreement

This agreement is made on 14th of March, 2023 between Himachal Pradesh State Electricity Board Ltd. Having its registered office at Vidyut Bhawan HPSEBL, Shimla-4 HP through its authorized representative Sr. Executive Engineer, HPSEBL, PIU Totu (Shimla) (hereinafter called HPSEBL) which expression shall include its administrators, successors and assigns of the one part.

And

Sh. Gopal Chauhan S/o Sh. Mast Ram aged of 65 years Resident of V.P.O. Gumma, Tehsil Kotkhari, Distt. Shimla (H.P.)-171202 (herein after called the landlord of the other part and which expression shall include his legal heirs, executor, transferees, assigns etc.

Attested
Notary Public
Distt. Shimla (H.P.)

Gopal Chauhan

Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla -11.

Whereas Himachal Pradesh State Electricity Board Ltd. is constructing 66 kV Double Circuit transmission line from HPPTCL's 400/220/66 kV Sub-Station at Pragatinagar to HPSEBL's 66/22 kV existing sub-station at Hulli and in connection with aforesaid project, it is required to construct transmission line to provide immediate relief to already overloaded 66 kV Jutogh-Gumma-Sainj-Hulli transmission line. Furthermost, its construction shall aid in improving the voltage profile in Sainj, Deha, Chopal, Nerwa and surrounding areas and also strengthen electrical infrastructure/network in these areas.

Whereas HPSEBL is in the process of erecting a B-Type tower No. 6 in accordance with the provision as authorized and permitted under the provisions of Electricity Act 2003 together with the powers conferred under the Indian Telegraph Act 1885.

And whereas the land of landlord situated at Khasra No. 382 of Khata/Khatauni No. 11/22.

As per Jamabandi for the year 2016-2017 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. is falling within the Right of Way/ alignment of aforesaid transmission line connected to grid sub-station at 66/22kV sub-station HPSEBL, Hulli.

And whereas the landlord present and undertakes that he is the absolute owner of the said land and no other person has any right, title and interest in the said Land and further 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 Landowner further undertakes that the aforesaid land is totally free from encumbrances.

And whereas HPSEBL has approached the landlord to permit HPSEBL for the placement and to locate its Transmission tower on the said land owned by the landlord.

And whereas the landlord has agreed to allow HPSEBL to locate, construct and erect and maintain the B-Type Tower no. 6 for 66kV D/C transmission line tower along with necessary ancillary equipment thereto at the said land on the terms and conditions more particularly

Now this Agreement witness the as follows:

1. That in consideration of HPSEBL making payment towards a total/payable compensation of Rs. 9,01,800/- the landlord has expressly agreed to provide his land to HPSEBL to enter upon and suitably install, construct and erect B-Type tower No. 6 for 66kV D/C transmission line tower of suitable size as may be determined by the company upon land measuring 225 sq metre or 00-06-00 biswa comprising in at Khasra No. 382 of Khata Khatauni 11/22 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. The said compensation is inclusive of compensation payable for the land. Trees and loss of crops 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

Gopal Chandra
Notary Public
Shimla

PSM

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 an person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

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

8. 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 on his behalf including employees, servants, 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 constructed as safe or prudent or for any other reason what so ever 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 upto a maximum of 00-06-00 biswa of land situated at Khasra No. 382 of Khata Khatauni 11/22 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhair, Shimla, H.P. on receiving additional consideration and compensation which will be calculated on proportionate basis and on similar terms and conditions for which separate agreement will be made.

10. That the landlord expressly agrees that if in case it is found after the executions of this agreement that the proposed tower no 6 (B-type) 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 HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD. The amount of Rs.9,01,800/- received by him towards the total compensation/consideration paid under this agreement.

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

12. That the landlord expressly agrees to make available the present path or approach to this land to HPSEBL for entire tenure for which the Tower shall remain erected and maintained from the date of payment till the life of project and/or till the electric current is running through or capable of running through the foresaid transmission line.

13. That the landlord acknowledges the receipt of sum of Rs..... vide cheque No Dated..... towards full and final compensation/consideration for making available portion of land and path/approach to his land.

Gopal Chandra

Attested
Notary Public
Distt. Shimla (H.P.)
[Signature]

14. That the parties expressly agrees 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, HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at SHIMLA, (H.P.).

And the court at SHIMLA shall have exclusive jurisdiction in this matter.

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

Witnesses:

1.

(Authorized signatory), Executive Engineer,
For and on behalf of Electrical System Division,
HPSEBL, Tolu - Shimla - 11.
Himachal Pradesh State Electricity
Board Ltd.
(First Party)

2.

Assistant Engineer
Sub-Station Const. Sub-Division
HPSEBL Hulli (Kotkhal)

Virak, JE (E)

Name: Gopal Singh Chauhan (Landlord) S/o Mast Ram
Resident of Village... Gummra, P.O... Gummra
Tehsil & Distt. Kotkhal, & Shimla... (H.P.) - 171202.
(Second Party)



Attested
Notary Public
Shimla (H.P.)

Identified by

Notary Public
Shimla (H.P.)
14/03/2028



हिमाचल प्रदेश HIMACHAL PRADESH

E 185805

Agreement

This agreement is made on 28th of March, 2023 between Himachal Pradesh State Electricity Board Ltd. Having its registered office at Vidhut Bhawan HPSEBL, Shimla-4 HP through its authorized representative Sr. Executive Engineer, HPSEBL, PIU Totu (Shimla) (hereinafter called HPSEBL) which expression shall include its administrators, successors and assigns of the one part.

And

Sh. Sunil Sharma S/o Late Sh. Jagdish Sharma aged of 46 years Resident of V.P.O. Gumma, Tehsil Kotkhai, Distt. Shimla (H.P.)-171202 (herein after called the landlord of the other part and which expression shall include his legal heirs, executor, transferees, assigns etc.

Attested
Notary Public
Distt. Shimla (H.P.)
[Signature]

[Signature]
Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla -11.

[Signature]

Whereas Himachal Pradesh State Electricity Board Ltd. is constructing 66 kV Double Circuit transmission line from HPPICL's 400/220/66 kV Sub-Station at Pragatinagar to HPSEBL's 66/22 kV existing sub-station at Hulli and in connection with aforesaid project, it is required to construct transmission line to provide immediate relief to already overloaded 66 kV Jutogh-Gumma-Sainj-Hulli transmission line. Furthermost, its construction shall aid in improving the voltage profile in Sainj, Deha, Chopal, Nerwa and surrounding areas and also strengthen electrical infrastructure/network in these areas.

Whereas HPSEBL is in the process of erecting a D-Type tower No. 7 in accordance with the provision as authorized and permitted under the provisions of Electricity Act 2003 together with the powers conferred under the Indian Telegraph Act 1885.

And whereas the land of landlord situated at Khasra No. 675/216 of Khata/Khatauni No.

40/56. H.P. as per Jamabandi for the year 2016-2017 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. is falling within the Right of Way/ alignment of aforesaid transmission line connected to grid sub-station at 66/22kV sub-station HPSEBL, Hulli.

And whereas the landlord present and undertakes that he is the absolute owner of the said land and no other person has nay right, title and interest in the said Land and further 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 Landowner further undertakes that the aforesaid land is totally free from encumbrances. And whereas HPSEBL has approached the landlord to permit HPSEBL for the placement and to locate its Transmission tower on the said land owned by the landlord.

And whereas the landlord has agreed to allow HPSEBL to locate, construct and erect and maintain the D-Type Tower no.7 for 66kV D/C transmission line tower along with necessary ancillary equipment thereto at the said land on the terms and conditions more particularly

Now this Agreement witness the as follows:

1. That in consideration of HPSEBL making payment towards a total/payable compensation of Rs. 9,01,800/- the landlord has expressly agreed to provide his land to HPSEBL to enter upon and suitably install, construct and erect D-Type tower No. 7 for 66kV D/C transmission line tower of suitable size as may be determined by the company upon land measuring 225 sqmetre or 00-06-00 biswa comprising in at Khasra No. 675/216 of Khata/Khatauni 40/56 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. The said compensation is inclusive of compensation payable for the land, Trees and loss of crops 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 running through or capable of running through the aforesaid transmission line.

2. That the landlord expressly agrees to make available portion of land as described 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

Attest
Notary Public
Shimla (H.P.)

Signature of Landlord

8. 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 on his behalf including employees, servants, 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 constructed as safe or prudent or for any other reason what so ever 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 upto a maximum of 00-06-00 biswa of land situated at Khasra No. 675/216 of Khata/Khatauni 40/56 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. on receiving additional consideration and compensation which will be calculated on proportionate basis and on similar terms and conditions for which separate agreement will be made.

10. That the landlord expressly agrees that if in case it is found after the executions of this agreement that the proposed tower no 7 (D-type) 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 HIMACHAL PRADESH STATE ELECTRICITY BOARD the amount of Rs.9,01,800/- received by him towards the total compensation/consideration paid under this agreement.

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

12. That the landlord expressly agrees to make available the present path or approach to this land to HPSEBL for entire tenure for which the Tower shall remain erected and maintained from the date of payment till the life of project and/or till the electric current is running through or capable of running through the foresaid transmission line.

13. That the landlord acknowledges the receipt of sum of Rs..... vide cheque No Dated..... towards full and final compensation/consideration for making available portion of land and path/approach to his land.

14. That the parties expressly agrees 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, HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at SHIMLA, (H.P.).

Attested
Notary Public
Shimla
[Signature]

[Signature]


[Signature]

And the court at SHIMLA shall have exclusive jurisdiction in this matter.


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


Witnesses:

1. Vinod Raikta S/o Sh. Kunal Ram
Village- Bhawana, Po- Puraag,
Tehsil- Kotkhai, Distt.- Shimla
Pin- 171202


Sr. Executive Engineer,
Electrical System Division,
HPSEBL Tehsil- Shimla.
(Authorized Signatory)
For and on behalf of
Himachal Pradesh State Electricity
Board Ltd.
(First Party)

2. Assistant Engineer
Sub-Station Const. Sub-Division
HPSEBL Hulli (Kotkhai)


Vinod, JE (E)


Name: Sunil Sharma S/o. Jagdish Sharma
Resident of Village- Gumma, P.O.- Gumma,
Tehsil & Distt. Kotkhai, Shimla (H.P.) - 171202
(Second Party)



Attested
Notary Public
Date: 28/03/23


Identified by
Vinod JE (E)

This document has been read over & explained to the executant who has admitted the correctness and truthfulness of contents. Due execution having been admitted.

NOTARY
Distt. Shimla 28/3/23



Agreement

This agreement is made on 14th of March, 2023 between Himachal Pradesh State Electricity Board Ltd. Having its registered office at Vidyut Bhawan HPSEBL, Shimla-4 HP through its authorized representative Sr. Executive Engineer, HPSEBL, PIU Totu (Shimla) (hereinafter called HPSEBL) which expression shall include its administrators, successors and assigns of the one part.

And

Smt. Satya Devi w/o Late Sh. Mohan Singh aged of 62 years Resident of Village Sainj (Khoru), P.O. Gumma, Tehsil Kotkhai, Distt. Shimla (H.P.)-171202 (herein after called the landlord of the other part and which expression shall include his legal heirs, executor, transferees, assigns etc.

Attested
Notary Public
Shimla

सत्या देवी

Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla -11.

Whereas Himachal Pradesh State Electricity Board Ltd. is constructing 66 kV Double Circuit transmission line from HPPTCL's 400/220/66 kV Sub-Station at Pragatinagar to HPSEBL's 66/22 kV existing sub-station at Hulli and in connection with aforesaid project, it is required to construct transmission line to provide immediate relief to already overloaded 66 kV Jutogh-Gumma-Sainj-Hulli transmission line. Furthermost, its construction shall aid in improving the voltage profile in Sainj, Deha, Chopal, Nerwa and surrounding areas and also strengthen electrical infrastructure/network in these areas.

Whereas HPSEBL is in the process of erecting a D-Type tower No. 8 in accordance with the provision as authorized and permitted under the provisions of Electricity Act 2003 together with the powers conferred under the Indian Telegraph Act 1885.

And whereas the land of landlord situated at Khasra No. 162 of Khata/Khatauni No. 1/1.

As per Jamabandi for the year 2016-2017 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. is falling within the Right of Way/ alignment of aforesaid transmission line connected to grid sub-station at 66/22kV sub-station HPSEBL, Hulli.

And whereas the landlord present and undertakes that he is the absolute owner of the said land and no other person has nay right, title and interest in the said Land and further 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 Landowner further undertakes that the aforesaid land is totally free from encumbrances. And whereas HPSEBL has approached the landlord to permit HPSEBL for the placement and to locate its Transmission tower on the said land owned by the landlord.

And whereas the landlord has agreed to allow HPSEBL to locate, construct and erect and maintain the D-Type Tower no. 8 for 66kV D/C transmission line tower along with necessary ancillary equipment thereto at the said land on the terms and conditions more

particularly

Now this Agreement witness the as follows:

1. That in consideration of HPSEBL making payment towards a total/payable compensation of Rs. 9,01,800/- the landlord has expressly agreed to provide his land to HPSEBL to enter upon and suitably install, construct and erect D-Type tower No. 8 for 66kV D/C transmission line tower of suitable size as may be determined by the company upon land measuring 225 sq metre or 00-06-00 biswa comprising in at Khasra No. 162 of Khata Khatauni 1/1 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. The said compensation is inclusive of compensation payable for the land. Trees and loss of crops 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 running through or capable of running through the aforesaid transmission line.

2. That the landlord expressly agrees to make available portion of land as described 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 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 thereafter not create any

Witness
Notary Public
District Shimla

11/1

11/1

including employees, servants, 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 constructed as safe or prudent or for any other reason what so ever 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 upto a maximum of 00-01-00 biswa of land situated at Khasra No. 162 of Khata Khatauni 1/1 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. on receiving additional consideration and compensation which will be calculated on proportionate basis and on similar terms and conditions for which separate agreement will be made.

10. That the landlord expressly agrees that if in case it is found after the executions of this agreement that the proposed tower no 8 (D-type) 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 HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD. The amount of Rs.9,01,800/- received by him towards the total compensation/consideration paid under this agreement.

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

12. That the landlord expressly agrees to make available the present path or approach to this land to HPSEBL for entire tenure for which the Tower shall remain erected and maintained from the date of payment till the life of project and/or till the electric current is running through or capable of running through the foresaid transmission line.

13. That the landlord acknowledges the receipt of sum of Rs..... vide cheque No Dated..... towards full and final compensation/consideration for making available portion of land and path/approach to his land.

14. That the parties expressly agrees 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, HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at SHIMLA, (HP).

And the court at SHIMLA shall have exclusive jurisdiction in this matter.

Attested
Notary Public
Shimla

9/11/11

2/12/11

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

Witnesses:

Sit Ram

1. Sh. Sita Ram s/o Sh. Atma Ram
Village - Sainj (Kothwal)
P.O. - Gummra, Tehsil - Kothwal
Distt. - Shimla (H.P.) - 171202

(Authorized signatory), Executive Engineer,
For and on behalf of Electrical System Division,
HPSEBL, Tojo - Shimla - 11.
Himachal Pradesh State Electricity
Board Ltd.
(First Party)



2.

Gumla
Assistant Engineer
Sub-Station Const. Sub-Division
HPSEBL Hulli (Kothwal)

Name *Satya Devi* w/o *Late Sh. Nishan Singh* (Landlord)
Resident of Village *Sainj (Kothwal)*, P.O. *Gummra*,
Tehsil & Distt. *Kothwal, Shimla* (H.P.) - 171202.
(Second Party)

Chell
Virek, JE (E)



Identified by

Attested
Notary Public
Distt. Shimla

This document has been
before me on 14/3/2023
2002/2123 by *Mukesh Sharma*
identified by *Satya Devi*
who is personally known to
contents of the document
read over by *Satya Devi*
who has admitted the contents and
truthfulness of contents. Due attested
having been admitted.

NOTARY
Distt. Shimla
14/3/2023



हिमाचल प्रदेश HIMACHAL PRADESH

E 185806

Agreement

This agreement is made on 14th of March, 2023 between Himachal Pradesh State Electricity Board Ltd. Having its registered office at Vidyut Bhawan HPSEBL, Shimla-4 HP through its authorized representative Sr. Executive Engineer, HPSEBL, PIU Totu (Shimla) (hereinafter called HPSEBL) which expression shall include its administrators, successors and assigns of the one part.

And

Sh. Sita Ram s/o Sh. Atma Ram aged of 66 years Resident of Village Sainj (Khoru), P.O. Gumma, Tehsil Kotkhai, Distt. Shimla (H.P.)-171202 (herein after called the landlord of the other part and which expression shall include his legal heirs, executor, transferees, assigns etc.

Attested
Notary Public
Distt. Shimla (H.P.)
[Signature]

Sita Ram

[Signature]
Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla - 171

Whereas Himachal Pradesh State Electricity Board Ltd. is constructing 66 kV Double Circuit transmission line from HPPTCL's 400/220/66 kV Sub-Station at Pragatinagar to HPSEBL's 66/22 kV existing sub-station at Hulli and in connection with aforesaid project, it is required to construct transmission line to provide immediate relief to already overloaded 66 kV Jutogh-Gumma-Sainj-Hulli transmission line. Furthermore, its construction shall aid in improving the voltage profile in Sainj, Deha, Chopal, Nerwa and surrounding areas and also strengthen electrical infrastructure/network in these areas.

Whereas HPSEBL is in the process of erecting a C-Type tower No. 9 in accordance with the provision as authorized and permitted under the provisions of Electricity Act 2003 together with the powers conferred under the Indian Telegraph Act 1885.

And whereas the land of landlord situated at Khasra No. 87 of Khata/Khatauni No. 1/4.

As per Jamabandi for the year 2016-2017 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. is falling within the Right of Way/ alignment of aforesaid transmission line connected to grid sub-station at 66/22kV sub-station HPSEBL, Hulli.

And whereas the landlord present and undertakes that he is the absolute owner of the said land and no other person has any right, title and interest in the said Land and further 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 Landowner further undertakes that the aforesaid land is totally free from encumbrances. And whereas HPSEBL has approached the landlord to permit HPSEBL for the placement and to locate its Transmission tower on the said land owned by the landlord.

And whereas the landlord has agreed to allow HPSEBL to locate, construct and erect and maintain the C-Type Tower no. 9 for 66kV D/C transmission line tower along with necessary ancillary equipment thereto at the said land on the terms and conditions more particularly:-

Now this Agreement witness the as follows:

1. That in consideration of HPSEBL making payment towards a total/payable compensation of Rs. 9,01,800/- the landlord has expressly agreed to provide his land to HPSEBL to enter upon and suitably install, construct and erect C-Type tower No. 9 for 66kV D/C transmission line tower of suitable size as may be determined by the company upon land measuring 225 sq metre or 00-06-00 biswa comprising in at Khasra No. 87 of Khata Khatauni 1/4 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. The said compensation is inclusive of compensation payable for the land. Trees and loss of crops 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 running through or capable of running through the aforesaid transmission line.
2. That the landlord expressly agrees to make available portion of land as described 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 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 thereafter not create any

Attested
Notary Public
Distt Shimla

Sd/-

including employees, servants, 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 constructed as safe or prudent or for any other reason what so ever 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 upto a maximum of 00-06-00 biswa of land situated at Khasra No. 87 of Khata Khatauni 1/4 as per Jamabandi for the year 2016-17 of Mohal Khoru, Patwar Circle Himri, Tehsil Kotkhai, Shimla, H.P. on receiving additional consideration and compensation which will be calculated on proportionate basis and on similar terms and conditions for which separate agreement will be made.

10. That the landlord expressly agrees that if in case it is found after the executions of this agreement that the proposed tower no 9 (C-type) 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 HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD. The amount of Rs.9,01,800/- received by him towards the total compensation/consideration paid under this agreement.

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

12. That the landlord expressly agrees to make available the present path or approach to this land to HPSEBL for entire tenure for which the Tower shall remain erected and maintained from the date of payment till the life of project and/or till the electric current is running through or capable of running through the foresaid transmission line.

13. That the landlord acknowledges the receipt of sum of Rs..... vide cheque No Dated..... towards full and final compensation/consideration for making available portion of land and path/approach to his land.

14. That the parties expressly agrees 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, HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at SHIMLA, (H.P.).

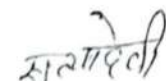
And the court at SHIMLA shall have exclusive jurisdiction in this matter.

Attested
Notary Public
Shimla (H.P.)

Signature of Notary Public

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


Witnesses:

1. 
Satya Devi w/o (Late) Sh. Maham Singh.
Village - Sainj Chhara.
Po - Gumma, Tehsil - Kotkhai
Distt - Shimla (H.P.) - 171202


Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Tolu - Shimla - 11.

(Authorized signatory)
For and on behalf of
Himachal Pradesh State Electricity
Board Ltd.
(First Party)

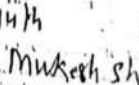
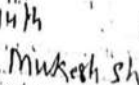

2. 
- Assistant Engineer
Sub-Station Const. Sub-Division
HPSEBL Hulla (Kotkhai)


Name: Sita Ram, Sh. (Landlord)
Resident of Village Sainj Chhara, Po - Gumma
Tehsil & Distt. Kotkhai, Shimla (H.P.) - 171202
(Second Party)




Identified by

Witnessed
Notary Public
Distt. Shimla

This document has
before me this 14th
2002, by 
Identified by 
who is personally known to me, I have
contents of the document 
read over & explained to the executant
who has admitted the correctness and
truthfulness of contents. Due execution
having been admitted.

NOTARY
Distt. Shimla

14/3/2022



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Himachal Pradesh

2100

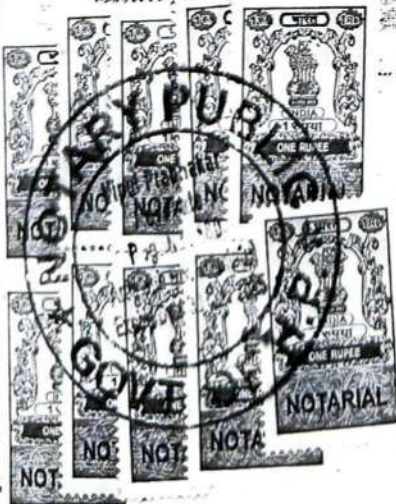
e-Stamp

Certificate No. : IN-HP22985221351366W
Certificate Issued Date : 27-Aug-2024 10:20 AM
Account Reference : NEWIMPACC (SV)/ hp19006004/ SHIMLA/ HP-SM
Unique Doc. Reference : SUBIN-HPHP1900600441008702611098W
Purchased by : Vivek Adhar 377111303710
Description of Document : Article 5 Agreement or Memorandum of an Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : Senior Executive Engineer Elect System Div Totu
Second Party : Shyama Nand son of Devi Dass
Stamp Duty Paid By : Senior Executive Engineer Elect System Div Totu
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

Sunil Chandra
Stamp Vendor
Distt. Courts, Shimla (H.P.)

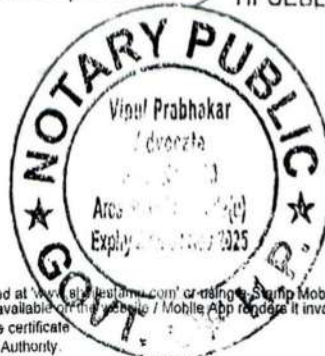


Please write or type below this line



Shyama Nand
(landowner)

Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla - 11.



Attested

VIPUL PRABHAKAR
Notary No 180
Shimla(tu) Ph 94 59000108

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.e-stamp.com or using the Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Agreement

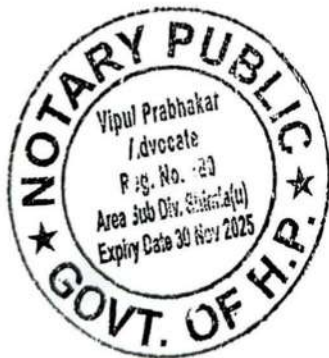
This agreement is made on 27th of August, 2024 between Himachal Pradesh State Electricity Board Ltd. Having its registered office at Vidyut Bhawan HPSEBL, Shimla-4 HP through its authorized representative Sr. Executive Engineer, HPSEBL, PIU Totu (Shimla) (hereinafter called HPSEBL) which expression shall include its administrators, successors and assigns of the one part.

And

Sh. Shyama Nand s/o Sh. Devi Dass aged of 53 years Resident of Village Pajol, P.O. Devgarh, Tehsil Kotkhai, Distt. Shimla (H.P.)-171202 (herein after called the landlord of the other part and which expression shall include his legal heirs, executor, transferees, assigns etc.

Shyama


Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla - 11.



Attested
VIPUL PRABHAKAR
Notary No 180
Shimla(u) Ph. 94 89000164

Whereas Himachal Pradesh State Electricity Board Ltd. is constructing 66 kV Double Circuit transmission line from HPPTCL's 400/220/66 kV Sub-Station at Pragatinagar to HPSEBL's 66/22 kV existing sub-station at Hulli and in connection with aforesaid project, it is required to construct transmission line to provide immediate relief to already overloaded 66 kV Jutogh-Gumma-Sainj-Hulli transmission line. Furthermost, its construction shall aid in improving the voltage profile in Sainj, Deha, Chopal, Nerwa and surrounding areas and also strengthen electrical infrastructure/network in these areas.

Whereas HPSEBL is in the process of erecting a B-Type tower No. 12 in accordance with the provision as authorized and permitted under the provisions of Electricity Act 2003 together with the powers conferred under the Indian Telegraph Act 1885.

And whereas the land of landlord situated at Khasra No. 6 of Khata/Khatauni No. 15/20.

As per Jamabandi for the year 2019-2020 of Mohal Hulli, Patwar Circle Gumma, Tehsil Kotkhai, Shimla, H.P. is falling within the Right of Way/ alignment of aforesaid transmission line connected to grid sub-station at 66/22kV sub-station HPSEBL, Hulli.

And whereas the landlord present and undertakes that he is the absolute owner of the said land and no other person has nay right, title and interest in the said Land and further 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 Landowner further undertakes that the aforesaid land is totally free from encumbrances. And whereas HPSEBL has approached the landlord to permit HPSEBL for the placement and to locate its Transmission tower on the said land owned by the landlord.

And whereas the landlord has agreed to allow HPSEBL to locate, construct and erect and maintain the B-Type Tower no. 12 for 66kV D/C transmission line tower along with necessary ancillary equipment thereto at the said land on the terms and conditions more particularly

Now this Agreement witness the as follows:

1. That in consideration of HPSEBL making payment towards a total/payable compensation of Rs. 5,98,500/- the landlord has expressly agreed to provide his land to HPSEBL to enter upon and suitably install, construct and erect B-Type tower No. 12 for 66kV D/C transmission line tower of suitable size as may be determined by the company upon land measuring 225 sq metre or 00-06-00 biswa comprising in at Khasra No. 6 of Khata Khatauni 15/20 as per Jamabandi for the year 2019-2020 of Mohal Hulli, Patwar Circle Gumma, Tehsil Kotkhai, Shimla, H.P. The said compensation is inclusive of compensation payable for the land. Trees and loss of crops 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 running through or capable of running through the aforesaid transmission line.

2. That the landlord expressly agrees to make available portion of land as described in the preceding para of this agreement for erection of tower for the transmission line on the



Attested


VIPUL PRABHAKAR
Notary No 180
Shimla(u) Ph no 50000100

aforesaid land and upon receipt of the aforesaid compensation/ consideration the landlord shall 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 thereafter not create any obstruction, hindrance or objection of any nature what so ever either directly or through any of his family member, agent, servant, employees etc. for taking possession of the land, entering up on the land, commencement of any activity in relation to the installation, construction, design of the towers, maintenance of transmission line as may be required including manpower, material, machinery and any allied activities, including the alignment of transmission line for the said Tower.

3. That the landlord expressly agrees that the aforesaid compensation/consideration, which HPSEBI is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have not further claim of any nature what so ever either with respect to his legal rights, interest and/or title in the 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 agreement no wherein Sh. Shyama Nand s/o Sh. Devi Dass has legal right, title or interest in the same to the extent as per mutation entered in the revenue records, 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 Himachal Pradesh State Electricity Board Ltd. shall not be responsible for the same. It shall be the liability of the landlord alone. Himachal Pradesh State Electricity Board 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 Himachal Pradesh State Electricity Board Ltd., shall incurs on that behalf.

5. That the compensation which is being received by the landlord in pursuance to this agreement shall be in full and final settlement of the claim, any future claim what so ever that might be made by the landlord or any share holder for their share in the proceeds on account of total compensation for providing the land for purpose of construction and erection of Tower for the Transmission line and that the amount received by the landlord whether himself or any other person on whose behalf the power of attorney has been given will be deemed to be full and final settlement for all the share/stake 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 an person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

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

S.N.O.D.

Attested

VIPUL PRABHAKAR
Notary No 180
Shimla Ph No - 80000100

8. 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 on his behalf including employees, servants, 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 constructed as safe or prudent or for any other reason what so ever 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 upto a maximum of 00-06-00 biswa of land situated at Khasra No. 6 of Khata Khatauni 15/20 as per Jamabandi for the year 2019-2020 of Mohal Hulli, Patwar Circle Gumma, Tehsil Kotkhair, Shimla, H.P. on receiving additional consideration and compensation which will be calculated on proportionate basis and on similar terms and conditions for which separate agreement will be made.

10. That the landlord expressly agrees that if in case it is found after the executions of this agreement that the proposed tower no 12 (B-type) 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 HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD. The amount of Rs. 5,98,500/- received by him towards the total compensation/consideration paid under this agreement.

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

12. That the landlord expressly agrees to make available the present path or approach to this land to HPSEBL. for entire tenure for which the Tower shall remain erected and maintained from the date of payment till the life of project and/or till the electric current is running through or capable of running through the foresaid transmission line.

13. That the landlord acknowledges the receipt of sum of Rs..... vide cheque No Dated..... towards full and final compensation/consideration for making available portion of land and path/approach to his land.

14. That the parties expressly agrees 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, HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at SHIMLA, (H.P.).

Stamp

Witness
VIPUL PRABHAKAR
Notary No 180
Shimla (U) Ph. 50000100

And the court at SHIMLA shall have exclusive jurisdiction in this matter.

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

Witnesses

1. H. J. Anandey
Assistant Engineer
Sub-Station Const. Sub-Division
HPSEBL Hulli (Kothhai)

Q. No. 27/8/2024
Junior Engineer (E)
Sub-Station Const. Sub-Division
HPSEBL Hulli (Kothhai)

(Authorized signatory)
For and on behalf of Electrical Systems Division
Himachal Pradesh State Electricity
Board Ltd.
(First Party)

2. Iqbal Kimta (27/08/2024)
s/o Gulab Kimta
Village - Hulli, PO - Gumma
Tehsil, Kothhai, Distt. Shimla
- 171202.

S. Shyam Nand
27-8-2024
Name: Sh. Shyam Nand s/o Sh. Devi Dass,
(Landlord)
Resident of Village: Pajol, P.O. - Dergakh
Tehsil & Distt. Kothhai, Shimla (H.P.) - 171202
(Second Party)

Agastey
VIPUL PRABHAKAR
Notary No 180
Shimla (U) Ph no 50000100

pl
IDENTIFIED
11/01/45/12

0 document has been presented to
on this... 27 day of month of Aug
2024 by the executant who was identified
by Sh. Ado P. K. H. the content
of the documents have been read over & explained
to the executant, who has admitted the content to be
true. Due execution having been admitted the
document is attested at Shimla District.

NOTARY PUBLIC
SHIMLA (U)



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Himachal Pradesh

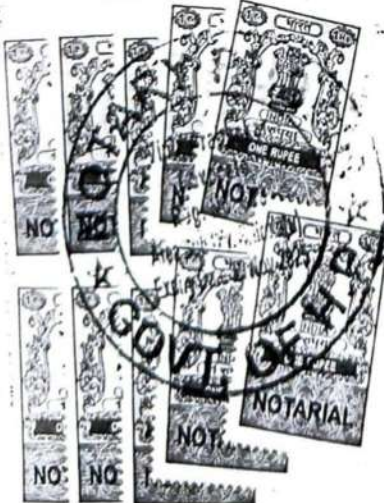
e-Stamp

Certificate No. : IN-HP22985457325592W
 Certificate Issued Date : 27-Aug-2024 10:21 AM
 Account Reference : NEWIMPACC (SV)/ hp19006004/ SHIMLA/ HP-SM
 Unique Doc. Reference : SUBIN-HPHP1900600441008990980621W
 Purchased by : Vivek Adhar 377111303710
 Description of Document : Article 5 Agreement or Memorandum of an Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : Senior Executive Engineer Elect System Div Totu
 Second Party : Rama Nand son of Devi Dass
 Stamp Duty Paid By : Senior Executive Engineer Elect System Div Totu
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

Stamp
 Dist. Courts, Shimla

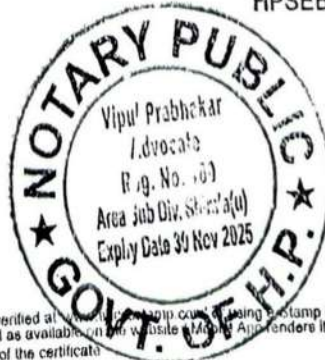


Please write or type below this line



Sh. Rama Nand
 (Clandowner)

Sr. Executive Engineer,
 Electrical System Division,
 HPSEBL, Totu - Shimla - 11.



Attested

VIPUL PRABHAKAR
 Notary No 180
 Shimla(u) Ph. 50000100

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.hpsebl.com using e-Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details on this Certificate and as available on the website of MCA 21 renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Agreement

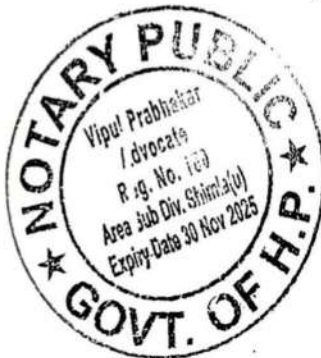
This agreement is made on 27th of August, 2024 between Himachal Pradesh State Electricity Board Ltd. Having its registered office at Vidyut Bhawan HPSEBL, Shimla-4 HP through its authorized representative Sr. Executive Engineer, HPSEBL, PIU Totu (Shimla) (hereinafter called HPSEBL) which expression shall include its administrators, successors and assigns of the one part.

And

Sh. Rama Nand s/o Sh. Devi Dass aged of 53 years Resident of Village Pajol, P.O. Devgarh, Tehsil Kotkhai, Distt. Shimla (H.P.)-171202 (herein after called the landlord of the other part and which expression shall include his legal heirs, executor, transferees, assigns etc.

Rama Nand
Sh. Rama Nand
(Landowner)

[Signature]
Sr. Executive Engineer,
Electrical System Division,
HPSEBL, Totu - Shimla -11.



Attested
✓
VIPUL PRABHAKAR
Notary No 180
Shimla(u) Ph No 890001009

Whereas Himachal Pradesh State Electricity Board Ltd. is constructing 66 kV Double Circuit transmission line from HPPTCL's 400/220/66 kV Sub-Station at Pragatinagar to HPSEBL's 66/22 kV existing sub-station at Hulli and in connection with aforesaid project, it is required to construct transmission line to provide immediate relief to already overloaded 66 kV Jutogh-Gumma-Sainj-Hulli transmission line. Furthermost, its construction shall aid in improving the voltage profile in Sainj, Deha, Chopal, Nerwa and surrounding areas and also strengthen electrical infrastructure/network in these areas.

Whereas HPSEBL is in the process of erecting a D-Type tower No. 15 in accordance with the provision as authorized and permitted under the provisions of Electricity Act 2003 together with the powers conferred under the Indian Telegraph Act 1885.

And whereas the land of landlord situated at Khasra No. 420 of Khata/Khatauni No. 17/18.

As per Jamabandi for the year 2021-2022 of Mohal Pajol, Patwar Circle Gumma, Tehsil Kotkhai, Shimla, H.P. is falling within the Right of Way/ alignment of aforesaid transmission line connected to grid sub-station at 66/22kV sub-station HPSEBL, Hulli.

And whereas the landlord present and undertakes that he is the absolute owner of the said land and no other person has nay right, title and interest in the said Land and further 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 Landowner further undertakes that the aforesaid land is totally free from encumbrances. And whereas HPSEBL has approached the landlord to permit HPSEBL for the placement and to locate its Transmission tower on the said land owned by the landlord.

And whereas the landlord has agreed to allow HPSEBL to locate, construct and erect and maintain the D-Type Tower no. 15 for 66kV D/C transmission line tower along with necessary ancillary equipment thereto at the said land on the terms and conditions more particularly

Now this Agreement witness the as follows:

1. That in consideration of HPSEBL making payment towards a total/payable compensation of Rs. 5,98,500/- the landlord has expressly agreed to provide his land to HPSEBL to enter upon and suitably install, construct and erect D-Type tower No. 15 for 66kV D/C transmission line tower of suitable size as may be determined by the company upon land measuring 225 sq metre or 00-06-00 biswa comprising in at Khasra No. 420 of Khata Khatauni 17/18 as per Jamabandi for the year 2021-2022 of Mohal Pajol, Patwar Circle Gumma, Tehsil Kotkhai, Shimla, H.P. The said compensation is inclusive of compensation payable for the land. Trees and loss of crops 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 running through or capable of running through the aforesaid transmission line.

2. That the landlord expressly agrees to make available portion of land as described in the preceding para of this agreement for erection of tower for the transmission line on the

Attested

VIPUL PRABHAKAR
Notary No 180
Shimla (H) Ph 50000100

aforesaid land and upon receipt of the aforesaid compensation/ consideration the landlord shall 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 thereafter not create any obstruction, hindrance or objection of any nature what so ever either directly or through any of his family member, agent, servant, employees etc. for taking possession of the land, entering up on the land, commencement of any activity in relation to the installation, construction, design of the towers, maintenance of transmission line as may be required including manpower, material, machinery and any allied activities, including the alignment of transmission line for the said Tower.

3. That the landlord expressly agrees that the aforesaid compensation/consideration, which HPSEBL is paying, has been determined as per revenue records and after negotiation with the landlord and that he shall have not further claim of any nature what so ever either with respect to his legal rights, interest and/or title in the 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 agreement no wherein Sh. Rama Nand s/o Sh. Devi Dass has legal right, title or interest in the same to the extent as per mutation entered in the revenue records, 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 Himachal Pradesh State Electricity Board Ltd. shall not be responsible for the same. It shall be the liability of the landlord alone. Himachal Pradesh State Electricity Board 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 Himachal Pradesh State Electricity Board Ltd., shall incur on that behalf.

5. That the compensation which is being received by the landlord in pursuance to this agreement shall be in full and final settlement of the claim, any future claim what so ever that might be made by the landlord or any share holder for their share in the proceeds on account of total compensation for providing the land for purpose of construction and erection of Tower for the Transmission line and that the amount received by the landlord whether himself or any other person on whose behalf the power of attorney has been given will be deemed to be full and final settlement for all the share/stake 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 an person what so ever, it is expressly agreed that the landlord shall alone be responsible for such claims, if any.

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

Attested

VIPUL PRABHAKAR
Notary No 180
Shimla (U) Ph 9/ 59000100

8. 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 on his behalf including employees, servants, 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 constructed as safe or prudent or for any other reason what so ever 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 upto a maximum of 00-02-00 biswa of land situated at Khasra No. 420 of Khata Khatauni 17/18 as per Jamabandi for the year 2021-2022 of Mohal Pajol, Patwar Circle Gumma, Tehsil Kotkhai, Shimla, H.P. on receiving additional consideration and compensation which will be calculated on proportionate basis and on similar terms and conditions for which separate agreement will be made.

10. That the landlord expressly agrees that if in case it is found after the executions of this agreement that the proposed tower no 15 (D-type) 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 HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD. The amount of Rs. 5,98,500/- received by him towards the total compensation/consideration paid under this agreement.

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

12. That the landlord expressly agrees to make available the present path or approach to this land to HPSEBL. for entire tenure for which the Tower shall remain erected and maintained from the date of payment till the life of project and/or till the electric current is running through or capable of running through the foresaid transmission line.

13. That the landlord acknowledges the receipt of sum of Rs. vide cheque No Dated..... towards full and final compensation/consideration for making available portion of land and path/approach to his land.

14. That the parties expressly agrees 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, HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 or any other amendment or re-enactment thereof. The arbitration proceedings shall be held at project site or at SHIMLA, (H.P.).

And the court at SHIMLA shall have exclusive jurisdiction in this matter.

Attested
✓

VIPUL PRABHAKAR
Notary No 180
SHIMLA, H.P. 171001

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

Witnesses:

1.

[Signature]
Assistant Engineer
Sub-Station Const. Sub-Division
HPSEBL Hulli (Kotkhai)

[Signature]
Junior Engineer (E)
Sub-Station Const. Sub-Division
HPSEBL, Hulli (Kotkhai)

(Authorized signatory) Executive Engineer,
For and on behalf of Electrical System Division,
HPSEBL, Tolu - Shimla - 11,
Himachal Pradesh State Electricity
Board Ltd.
(First Party)

[Signature] 27-8-2024
2. Sh. Shyamna Namd s/o Devi Dass
Village - Pajol, Po - Dergach,
Tehsil - Kotkhai, Distt. Shimla
(HP) - 171202.

[Signature] 27-8-2024
(.....)
Name. Rama Namd s/o Sh. Devi Dass,
(Landlord)
Resident of Village Pajol, Post office Dergach,
Tehsil & Distt. Kotkhai, Shimla (H.P.) - 171202
(Second Party)

Attested
[Signature]
VIPUL PRABHAKAR
Notary No 180
Shimla (U) Ph 91 80000100

[Signature]
IDENTIFIED
HIM 45/13

The document has been presented to
on this .. 27 day of month of Aug
2024 by the executant who was identified
by Sh. Vipul Prabhakar the content
of the documents have been read over & explained
to the executant, who has admitted the content to be
true Due execution having been admitted the
document is attested at Shimla District HP

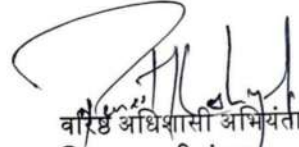
27/8/24
NOTARY PUBLIC
SHIMLA (U)

UNDERTAKING

विषय:- Diversion of 3.613 Ha of forest land in favour of Himachal Pradesh State Electricity Board Ltd. 66kV D/C transmission line from Pragatinagar to 66/22kV sub-stationHulli (Kotkhai) Shimla within the jurisdiction of Theog Forest Division, Dist. Shimla,Himachal Pradesh (Online Proposal No. FP/HP/TRANS/148907/2021).

सन्दर्भ:- उप-वन महानिरीक्षक, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय, हि०प्र० के पत्र संख्या/1/93249/2025 (FC/HPB/91/2023) dated: - 10.01.2025.

क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(vii)	वन मंडल अधिकारी यह सुनिश्चित करे कि इस कार्यालय द्वारा स्वीकृत प्रतिपूर्ति पौधारोपण के स्थलों को बिना सक्षम अधिकारी के अनुमोदन के स्वेच्छानुसार नहीं बदलेंगे।	शर्त मंजूर है


वरिष्ठ अधिशासी अभियंता
विद्युत् प्रणाली मंडल
हि०प्र०स्टे०ई०बो०लि०,दूद, शिमला


D.F.O.
Theog


UNDERTAKING

विषय:- Diversion of 3.613 Ha of forest land in favour of Himachal Pradesh State Electricity Board Ltd. 66kV D/C transmission line from Pragatinagar to 66/22kV sub-stationHulli (Kotkhai) Shimla within the jurisdiction of Theog Forest Division, Dist. Shimla,Himachal Pradesh (Online Proposal No. FP/HP/TRANS/148907/2021).

सन्दर्भ:- उप-वन महानिरीक्षक, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय, हि०प्र० के पत्र संख्या/1/93249/2025 (FC/HPB/91/2023) dated: - 10.01.2025.

क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(viii)	राज्य सरकार वन भूमि को प्रयोक्ता एजेंसी को सौंपने से पहले FSI के ई-ग्रीन वॉच पोर्टल में प्रतिपूरक वन रोपण के लिए स्वीकृत degraded वन क्षेत्र की kml files को अपलोड करेगी।	शर्त मंजूर है


D.F.O.
Theog

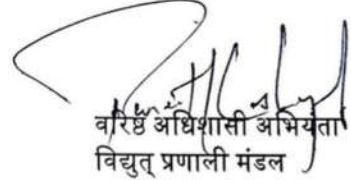

वरिष्ठ अधीक्षक अभियंता
विद्युत् प्रणाली मंडल
हि०प्र०स्टे०ई०बो०लि०,दूदू, शिमला

UNDERTAKING

विषय:- Diversion of 3.613 Ha of forest land in favour of Himachal Pradesh State Electricity Board Ltd. 66kV D/C transmission line from Pragatinagar to 66/22kV sub-stationHulli (Kotkhai) Shimla within the jurisdiction of Theog Forest Division, Dist. Shimla,Himachal Pradesh (Online Proposal No. FP/HP/TRANS/148907/2021).

सन्दर्भ:- उप-वन महानिरीक्षक, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय, हि०प्र० के पत्र संख्या/1/93249/2025 (FC/HPB/91/2023) dated: - 10.01.2025.

क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(ix)	वन भूमि का प्रयोग प्रस्ताव में दर्शाये गये उद्देश्य के अलावा किसी अन्य उद्देश्य के लिये नहीं किया जायेगा।	शर्त मंजूर है


वरिष्ठ अधिशासी अभियंता
विद्युत् प्रणाली मंडल

हि०प्र०स्टे०ई०बो०लि०,टूटू, शिमला

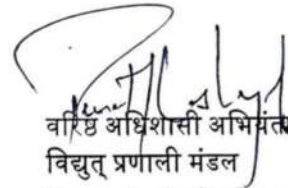

D.F.O.
Theog

UNDERTAKING

विषय:- Diversion of 3.613 Ha of forest land in favour of Himachal Pradesh State Electricity Board Ltd. 66kV D/C transmission line from Pragatinagar to 66/22kV sub-stationHulli (Kotkhai) Shimla within the jurisdiction of Theog Forest Division, Dist. Shimla,Himachal Pradesh (Online Proposal No. FP/HP/TRANS/148907/2021).

सन्दर्भ:- उप-वन महानिरीक्षक, पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय, हि०प्र० के पत्र संख्या/1/93249/2025 (FC/HPB/91/2023) dated: - 10.01.2025.

क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(x)	माननीय उच्चतम न्यायालय के निर्देशानुसार, जब कभी भी NPV की राशि बढ़ाई जायेगी तो उस बढ़ी हुई NPV की राशि को जमा करने के लिए प्रयोक्ता एजेंसी बाध्य होगी और राज्य सरकार बढ़ी हुई राशि जमा कराना सुनिश्चित करेंगे।	शर्त मंजूर है


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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xi)	स्थानान्तरण के लिए प्रस्तावित वन भूमि को केंद्रीय सरकार की पूर्व अनुमति के बिना किसी भी परिस्थिति में किसी अन्य एजेंसी विभाग या व्यक्ति विशेष को हस्तांतरित नहीं किया जायेगा।	शर्त मंजूर है


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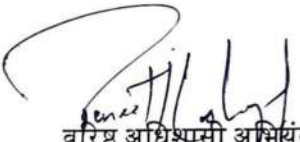

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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xii)	केंद्रीय सरकार की अनुमति के बिना प्रस्ताव की लेआउट प्लान को बदला नहीं जायेगा ।	शर्त मंजूर है


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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xiii)	वन भूमि पर किसी भी प्रकार का कोई श्रमिक शिविर नहीं लगाया जायेगा ।	शर्त मंजूर है


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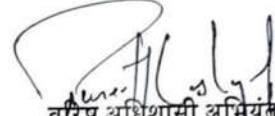

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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xiv)	प्रस्तावित संचरण लाइन के लिए "रास्ते के अधिकार" की अधिकतम चौड़ाई वन भूमि पर 18 मीटर होगी।	शर्त मंजूर है


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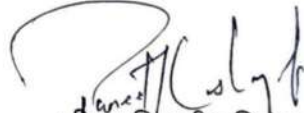
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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xv)	कंडक्टर तथा पेड़ों के बीच का फासला कम से कम 3.4 मीटर होना चाहिए। कंडक्टरों के झुकाव तथा झोल को ध्यान में रखा जायेगा। बिजली की निकासी बनाये रखने के लिए जब कभी आवश्यक होगा तो पेड़ों की काट छांट का कार्य स्थानीय वन मण्डल अधिकारी की अनुमति के किया जायेगा।	शर्त मंजूर है


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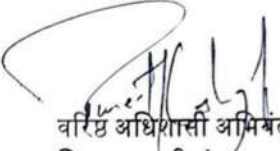
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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B (xvi)	पर्योक्ता एजेंसी जंगली जानवरों को बिजली के करंट से बचने के लिए आवश्यक ग्राउंड क्लेअरेंस के आलावा उचित स्थानों पर सर्किट ब्रेकर स्थापित करेगी।	शर्त मंजूर है


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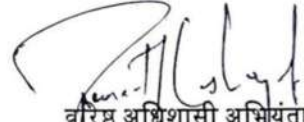

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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xvii)	प्रयोक्ता एजेंसी अपनी लगत पर पक्षियों को तारों से टकराने से बचाने के लिए उपयुक्त अंतराल पर ट्रांसमिशन लाइन के उपरी कंडक्टर पर पक्षी डिफ्लेक्टर (Bird deflectors) लगाएगी।	शर्त मंजूर है


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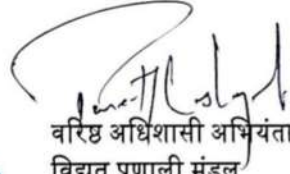
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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xviii)	पर्योक्ता एजेंसी राज्य विभाग से विचार -विमर्श करके संचरण लाइन के नीचे मार्गाधिकार में छोटे कद के पौधे, मुख्य रूप से औषधिय पौधों के रोपण, सृजन ब रख -रखाव की विस्तृत योजना तैयार करेगी तथा उक्त योजना के निष्पादन के लिए राज्य वन विभाग को धनराशी उपलब्ध कराएगी।	शर्त मंजूर है


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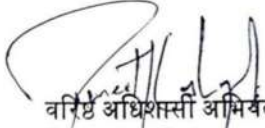

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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xix)	प्रयोक्ता एजेंसी द्वारा बांछित भूमि संरक्षण पैमाने उपयोग किये जायेंगे, जिस के लिए प्रयोक्ता एजेंसी द्वारा वर्तमान दरों पर धन राशि उपलब्ध करायी जायेगी।	शर्त मंजूर है


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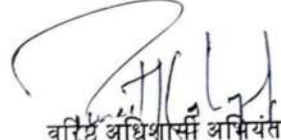

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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xx)	परियोजना कार्य के निष्पादन के लिए निर्माण सामग्री के परिवहन के लिए वन क्षेत्र के अंदर कोई अतिरिक्त या नया पथ नहीं बनाया जाएगा।	शर्त मंजूर है


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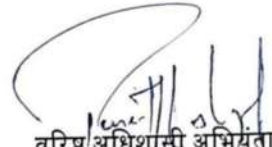
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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(XXI)	प्रयोक्ता एजेंसी द्वारा श्रमिकों तथा कार्यस्थल पर कार्यरत स्टाफ को अधिमानतः वैकल्पिक ईंधन उपलब्ध करायेगी, ताकि साथ लगते वन क्षेत्र को किसी प्रकार के नुकसान तथा दबाव से बचाया जा सके।	शर्त मंजूर है


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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xxii)	प्रयोक्ता एजेंसी राज्य के मुख्य वन्य जीव संरक्षक द्वारा तैयार की गयी योजना के अनुसार उस क्षेत्र के वनस्पति और प्राणी समूह के संरक्षण तथा परिरक्षण में राज्य सरकार की सहायता करेगी।	शर्त मंजूर है


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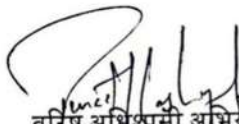

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विषय :- Diversion of 3.613 Ha of forest land in favour of Himachal Pradesh State Electricity Board Ltd. 66kV D/C transmission line from Pragatinagar to 66/22kV sub-stationHulli (Kotkhai) Shimla within the jurisdiction of Theog Forest Division, Dist. Shimla,Himachal Pradesh (Online Proposal No. FP/HP/TRANS/148907/2021).

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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xxiii)	स्थानांतरित वन भूमि की सीमायें आगे तथा पीछे लिखे गये क्रम संख्या वाले 4 फीट ऊँचे सीमेंट के खम्बों द्वारा चिह्नित की जाएगी।	शर्त मंजूर है


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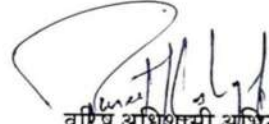
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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xxiv)	यदि आवश्यक हो तो प्रयोक्ता एजेंसी पर्यावरण सुरक्षा अधिनियम 1986, के अनुसार पर्यावरण अनुमति प्राप्त करेगी।	शर्तें मंजूर हैं


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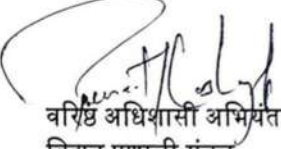

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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xxv)	परियोजना निर्माण से उत्सर्जित मलवे का निस्तारण प्रयोक्ता अभिकरण द्वारा केवल परियोजना स्थल पर ही किया जायेगा तथा इसके अन्यत्र मलवा नहीं फेका जायेगा।	शर्त मंजूर है


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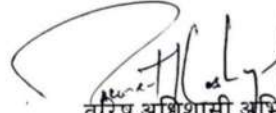

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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xxvi)	इस प्रस्ताव को 99 वर्षों के लिए अनुमति प्रदान की जायेगी, इसके उपरांत पुनः यह अनुमति भारत सरकार से प्राप्त करनी होगी। इस अनुमोदन के तहत diversion की अवधि प्रयोक्ता एजेंसी के पक्ष में दी जाने वाली lease की अवधि या परियोजना की अवधि, जो भी कम हो, के सह-समाप्ति होगी।	शर्त मंजूर है


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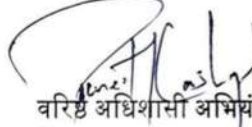

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क्रम संख्या	शर्तें	मंजूर/नामंजूर
xxvii	अन्य कोई भी शर्त इस क्षेत्रीय कार्यालय द्वारा वन तथा वन्य जीवों के संरक्षण, सुरक्षा तथा विकास हेतु समय-समय पर लगाई जा सकती है।	शर्त मंजूर है


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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B (xxviii)	यदि कोई अन्य सम्बंधित अधिनियम/ अनुच्छेद/ नियम/ न्यायालय आदेश/ अनुदेश आदि इस प्रस्ताव पर लागू होते हैं तो उनके अधीन जरूरी अनुमति लेना राज्य सरकार की जिम्मेवारी होगी।	शर्त मंजूर है

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क्रम संख्या	शर्तें	मंजूर/नामंजूर
B(xxix)	इनमें से किसी भी शर्त का उल्लंघन वन (संरक्षण एवं संवर्धन) अधिनियम, 1980 का उल्लंघन होगा तथा पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय के द्वारा वन (संरक्षण एवं संवर्धन) अधिनियम, 1980 और वन (संरक्षण एवं संवर्धन) नियम, 2023 के बारे में जारी Consolidated Guidelines में उल्लेखित दिशा निर्देश 1.16 के अनुसार कार्यवाई की जायेगी।	शर्त मंजूर है


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क्रम संख्या	शर्तें	मंजूर/नामंजूर
3	उपरोक्त पैरा-2 के अधीन शर्तों की अनुपालना रिपोर्ट प्राप्त होने के उपरान्त वन (संरक्षण एवं संवर्धन) अधिनियम, 1980 की धारा-2 के अधीन अन्तिम स्वीकृति के लिये प्रस्ताव पर विचार किया जायेगा। केन्द्रीय सरकार की अन्तिम अनुमति दिये जाने तक वन भूमि का उपयोग नहीं किया जायेगा।	शर्त मंजूर है

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