



कार्यालय- वन प्रमण्डल पदाधिकारी, गिरिडीह पश्चिमी वन प्रमण्डल

मोहनपुर, पोस्ट-पचम्बा, जिला-गिरिडीह - 815316

फोन नं०- 06532-227847 मोबाईल नं०- 8987790308 ई-मेल :- dfo-giridihwest@gov.in, dfogiridihwest@gmail.com



पत्रांक 2020 / दिनांक 26 / 11 / 2024

प्रेषक,

वन प्रमण्डल पदाधिकारी,
गिरिडीह पश्चिमी वन प्रमण्डल।

सेवा में,

वन संरक्षक,
प्रादेशिक अंचल,
गिरिडीह

विषय :-

132 KV D/C Jamua-Gawan Transmission Line के निर्माण हेतु गिरिडीह पश्चिमी वन प्रमण्डल में अपयोजित होने वाले वन भूमि के संबंध में।

प्रसंग :-

आपका ज्ञापांक- 1118 दिनांक- 21.10.2024 एवं प्रधान मुख्य वन संरक्षक-सह-कार्यकारी निदेशक, बंजर भूमि विकास बोर्ड, झारखण्ड, राँची का ज्ञापांक- 906 दिनांक- 01.10.2024

महाशय,

उपर्युक्त विषयक प्रासंगिक पत्र के संबंध में सूचित करना है गिरिडीह पश्चिमी वन प्रमण्डल अंतर्गत 132 KV D/C Jamua-Gawan Transmission Line के निर्माण में अपयोजित होने वाले वन भूमि के संबंध में भारत सरकार के क्षेत्रीय कार्यालय, राँची द्वारा की गई आपत्ति का बिन्दु सं०- I से VII तक का निराकरण कर संबंधित प्रयोक्ता अभिकरण द्वारा ऑनलाईन समर्पित किया गया है। बिन्दु सं० VIII वन क्षेत्र पदाधिकारी, जमुआ वनरोपण प्रक्षेत्र का स्थलीय जाँच प्रतिवेदन Online upload करते हुए बिन्दु सं०- I से VIII तक का प्रतिवेदन सात-सात प्रतियों में इस पत्र के साथ संलग्न कर समर्पित की जा रही है।

अतः सूचनार्थ एवं आवश्यक कार्रवाई हेतु समर्पित।

अनु०- यथोक्त।

आपका विश्वासी

Ankit Kumar
26/11/24
वन प्रमण्डल पदाधिकारी,
गिरिडीह पश्चिमी वन प्रमण्डल।
A. J. Singh
26/11/24

Annexure -1

RESPONSE TO LETTER NO. FP/JH/TRANS/45077/2020/582, REGARDING STAGE-1
APPROVAL FOR FOREST CLEARANCE FOR THE 132KV D/C JAMUA-GAWAN
TRANSMISSION LINE.

PROPOSAL No. FP/JH/TRANS/45077/2020.

	QUERIES.	REPLIES.
I.	As per submitted kml file, the forest area proposed for diversion is calculated 53.115 ha. instead of 54.407 ha. Corrected kml file of the forest land proposed for diversion needs to be uploaded.	We have prepared a revised kml file, indicating a forest area of 54.407 ha. and have uploaded it to the forest online portal.
II.	The kml of alternative routes examined for the proposed transmission line.	We have prepared a kml file of alternative routes and its submitted.
III.	As per online application, total temporary employment is 95625 whereas total employment mention in cost benefit analysis is 135000. It may be clarified.	The actual total temporary employments is 95625. However, due to an error, we have mentioned 135000 in cost- benefit analysis. This error has since been corrected on the platform. Annexure- 2.
IV.	The cost benefit analysis may be reassessed incorporating latest NPV rates and actual anticipated employments.	We have obtained the revised NPV rates from Divisional Forest Office and have incorporated them into cost- benefit analysis. Annexure- 3.
V.	The comments of the State Forest Departments, Nodal Officer (FC) as well as concerned DFOs regarding actual tree felling, no. of trees proposed for trimming for the project are not submitted. Details in this regard may be uploaded.	We have prepared a summary of the tree list, specifying the number of trees to be felled and trimmed. This summary has been reviewed by concerned Range Offices in coordination with the respective Forester and have uploaded it to the forest online portal. Annexure- 4.
VI.	Undertaking/ Comments of the User Agency regarding the implementation of Wildlife Management Plan, Soil Conservation Measures and Dwarf Plantation below the conductor may be uploaded.	We have prepared undertaking/comments regarding the implementation of Wildlife Management Plan, Soil Conservation Measures and Dwarf Plantation below the conductor and have uploaded it to the forest online portal. Annexure- 5.
VII.	As the proposed route is apparently crossing an existing set of railway tracks in forest, the NOC from railway mandatory before issuance of Stage-I approval.	We have obtained a copy of the railway crossing agreement from the Railway Department and uploaded it to the forest online portal. Annexure- 6.
VIII.	Most of the proposed forest area appears to be infested of encroachment, the concerned DFO may undertake a dedicated site-inspection to report upon the exact situation of the forest land.	Concerned DFO report has been attached. Annexure- 7.


Divisional Forest Officer
Giridih West Forest Division
Giridih


Sign. of User Agency.
DGM, Trans. Projects
Transmission Circle, Deoghar

JHARKHAND URJA SANCHARAN NIGAM LIMITED (JUSNL)

COST BENEFIT ANALYSIS

Cost Benefit analysis for 132kV D/C JAMUA - GAWAN Transmission line of Giridih districts in Jharkhand state is estimated as per the guidelines of Govt. of India, issues with letter No. 7-69/2011-FC(Pt.) dated: - 01-08-2017, and File No.5-3/2011-FC(Vol-I), Govt. of India, MoEFCC, Indira Paryavaran Bhavan, Aliganj, Jorbagh Road, New Delhi-110 003, dtd. - 6th January, 2022. given below: -

Table - A: Estimation of cost of forest diversion: -

SL.No	Parameters	Cost (Rs. Lac)
1	Ecosystem services losses due to proposed forest diversion (Economic value of loss of eco-system services due to proposed forest diversion has been taken as the "Net present Value (NPV)" of the forest land being diverted as prescribed by the Central Government. (MoEF&CC) NPV rates taken as Rs. 12.28590 Lacks. per Ha. under Class III of dense forest born by the project, works out to be Rs. 668.439 Lacks. (54.407 Ha. × 12.28590)	668.439
2	Loss of animal husbandry productivity (Taken at 10% of NPV)	66.844
3	Cost of human resettlement (There is no human resettlement due to proposed forest diversion)	Nil
4	Loss of public facilities and administrative infrastructure (Road, Building, School, Dispensaries, Electrical lines, Railways etc. on forest land, which would require forest land if these facilities were diverted due to project (No public facilities and administrative infrastructure are involve)	Nil
5	Possession value of forest land diverted (Taken at 30% of NPV)	200.532
6	Cost of suffering to ousters (There are no ousters due to proposed forest diversion)	Nil
7	Habitat Fragmentation Cost (Taken at 50% of NPV)	334.220
8	Compensatory Afforestation and soil & moisture conservation cost (CA arrived at Rs. 2,50,000/- per Ha. for 54.407 Ha) (Cost for double area)	272.035
9	Project Cost: - Fixed assets, inclusive of investment, Current assets Loans & advances. Other Expenditures like preoperative expenses, interests, interests during construction etc.	11941.00
	TOTAL: -	13483.07


 Divisional Forest Officer
 Giridih West Forest Division
 Giridih


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Table – B: Estimating Benefit of forest diversion: -

Sl. No.	Parameters	Cost (Rs. Lac)
1	<u>Increase in productivity attributable to the specific project: -</u> Power Flow = 140 MW (2×70) Load Factor = 60% Losses = 2.5% Average Value Added = Rs.6.00 per kwh Energy sent out per year = $140 \times 1000 \times 0.6 \times 8760 \times 0.975$ kwh = 71.7444×10^7 kwh Value added = $71.7444 \times 10^7 \times 6.00$ = Rs. 430.466 crore / year = ₹.430 crore / year Value added for 50 years. = $50 \times 430 = 21500$ crore	2150000.00
2	Benefit to economy due to the specific project. The power will be transmitted through this line to the power deficit of Jamua, Deori, Tisri & Gawan block of Giridih district. This project will provide sustained and incessant supply of power to this block which will be utilized by large commercial domestic and agriculture growth leading to increased output which in turn will lead to increase in GDP (Gross domestic product) of Jharkhand.	NA
3	No. of population benefited due to specific project. Assuming average 10 units consumption per day per household. Total 2.50 million households can be provided electricity per year.	NA
4	Economic benefits from Direct and Indirect Employment due to the project. During the project phase, the initiative is expected to generate significant employment opportunities. The project will provide direct permanent employment to 5 individuals, each receiving an annual benefit of Rs. 5.00 lakh per person. Additionally, 250 temporary employment opportunities will be created for a period of 18 months, with each temporary worker receiving an annual benefit of Rs.1.10 lakh. (Total temporary employment = 95625. (250×255[working days/ year] ×1.5[years])	450.00
5	Economic benefits due to Compensatory Afforestation. (The NPV of the CA land considered as prescribed by the guidelines 7-69/2011-FC(Pt.) dated 01-08-2017) NPV rates taken as Class III medium density forest Rs. 12.2859 lacks/ Ha. for 54.407 Ha.	668.439
	TOTAL:-	2151118.439


Divisional Forest Officer
Giridih West Forest Division
A Giridih


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Cost Benefit Ratio: -

- i) Table - A: Estimation of Cost of forest diversion: - 13483.07 lacks
- ii) Table - B: Estimating Benefit of forest diversion: -2151118.439 lacks

Cost Benefit Ratio = 1: 2151118.439 lacks / 13483.07 lacks
= 1: 159.542
Say 1:160

The Cost Benefit Ratio of the Project is estimated at 1: 160

Signature

:


Dy. G.M. Trans. Projects
Transmission Circle, Deoghar

Name in block letters

:

RAVINDRA KUMAR RAVI

Designation

:

Dy. G.M. Trans. Operation/ Projects,.

Address

:

Jharkhand Urja Sancharan Nigam Limited,
Transmission Circle Deoghar,
Deoghar, Jharkhand


Divisional Forest Officer
Giridih West Forest Division
Giridih

Government of India
Ministry of Environment, Forest and Climate Change
(Forest Conservation Division)

Indira
Paryavaran Bhavan, Aliganj, Jorbagh Road
New Delhi-110 003
Date: 6th January, 2022

To

The Additional Chief Secretary (Forest)/Principal Secretary (Forest),
All States Governments/ Union Territory Administration

Sub: Revision of rates of Net Present Value – reg

Sir,

I am directed to invite your attention to Hon'ble Supreme Court's order dated 28.03.2008 in Writ Petition (Civil) No. 202 of 1996 in the matter of T. N. Godavarman Thirumalpad vs. Union of India and Ministry' guidelines dated 05.02.2009 wherein rates to Net Present Value (NPV) to be realized in lieu of diversion of forest land have been fixed based on the outcome scientific assessment of ecosystem goods and services. Hon'ble Supreme Court in the said order has also directed the MoEF&CC for upward revision of the NPV rates.

2. In compliance of order dated 28.03.2008 of Hon'ble Court and with the approval of the competent authority, the following revised NPV rates have been prescribed for levying NPV in lieu of diversion of forest land:

Table: Revised NPV rates based on fitment factor of 1.53

(in Rs.)

Eco-Class	Very Dense	Dense	Open
Class-I	1595790	1436670	1116900
Class-II	1595790	1436670	1116900
Class-III	1357110	1228590	957780
Class-IV	957780	861390	670140
Class-V	1436670	1292850	1005210
Class-VI	1516230	1372410	1069470

Ankit K
Divisional Forest Officer
Giridih West Forest Division
Giridih

[Signature]
DGM, Trans. Projects
Transmission Circle, Deoghar

JHARKHAND URJA SANCHARAN NIGAM LIMITED (JUSNL)

132KV DC JAMUA-GAWAN TRANSMISSION LINE

SUMMARY OF FOREST TREES LIST UNDER GIRIDIH WEST FOREST DIVISION

SL. No.	SPECIES	SCIENTIFIC NAME	0 to 30 cm.	31 to 60 cm.	61 to 90 cm.	91 to 120 cm.	121 to 150 cm.	151 cm. to Above	Total Trees	To be Felled	To be Trimmed
1	ACACIA	Acacia	7	17	8	5	1	Nil	38	22	16
2	BANYAN	Ficus Bengalsis	Nil	2	1	Nil	Nil	3	6	2	4
3	CHILLAR	Chillar	Nil	2	1	1	Nil	Nil	4	4	Nil
4	CHIRCHIRI	Chirchira	Nil	1	Nil	Nil	Nil	Nil	1	1	Nil
5	DOKA	Isobertinia doka	1	Nil	Nil	Nil	Nil	Nil	1	1	Nil
6	DUMAR	Ficus Racemosa	Nil	2	Nil	Nil	Nil	Nil	2	Nil	2
7	GAMHAR	Gmelina arborea	Nil	Nil	4	Nil	Nil	Nil	4	2	2
8	JAMUN	Syzygium cumini	Nil	1	0	1	Nil	Nil	2	Nil	2
9	KADAM	Neclamarckia cadamba	Nil	1	1	Nil	Nil	Nil	2	2	Nil
10	KARANJ	Pongamia pinnata	Nil	1	2	Nil	2	3	8	4	4
11	MAHOGANY	Swietenia macrophylla	2	1	Nil	Nil	Nil	Nil	3	3	Nil
12	MAHUA	Machuka longifolia	8	5	2	3	Nil	Nil	18	9	9
13	MANGO	Mangifera Indica	1	1	1	3	Nil	1	7	3	4
14	NEEM	Azadirachata Indica	2	6	3	2	Nil	1	14	10	4
15	PALASH	Butea Monosperma	1	30	40	24	5	Nil	100	64	36
16	PARMI	Parmi	Nil	1	Nil	Nil	Nil	Nil	1	1	Nil
17	PEEPAL	Ficus religiosa	Nil	Nil	1	Nil	Nil	Nil	1	1	Nil
18	SAL	Shorea robusta	479	261	3	Nil	Nil	Nil	743	4C9	334
19	SALAI	Salaia	Nil	1	2	Nil	Nil	1	4	1	3
20	SHISHAM	Dalbergia sissoo	Nil	Nil	1	Nil	Nil	Nil	1	Nil	1
21	SIRIS	Albizia lebbeck	Nil	Nil	Nil	1	Nil	1	2	2	Nil
Total			501	333	70	40	8	10	962	541	421



Subbar Day
Sweety
Siddhi

DGM, Trans. Projects
Transmission Circle, Deoghar

Senior Manager
Transmission Division Deoghar-I



Jharkhand Urja Sancharan Nigam Limited

(CIN: U40108JH2013SGC001704)

Office of the Deputy General Manager, Transmission Circle, Deoghar

Campus: -132/33 kV Grid Sub-station, Deoghar, Pin-814112

E-mail id: -esetcddeoghar1@gmail.com ,

Mobile:- 7991141796

UNDERTAKING / COMMENTS

RESPONSE TO LETTER NO. FP/JH/TRANS/45077/2020/582, CONDITION NO. VI, REGARDING STAGE-1 APPROVAL FOR FOREST CLEARANCE FOR THE 132KV D/C JAMUA-GAWAN TRANSMISSION LINE.

We hereby undertake to fully comply with the requirements for the Wildlife Managements Plan, Soil Conservation Measures and Dwarf Plantation below the conductor related to the 132KV D/C Jamua-Gawan Transmission Line. We are prepared to implements and bear the costs associated with the plan as per the instruction issued by the respective Division Forest Offices.

Signature: -


DGM, Trans. Projects
Transmission Circle, Deoghar

Name in Block letters: - RAVINDRA KUMAR RAVI

Designation: -

Deputy General Manager
Transmission Circle, Deoghar.

Address: -

Jharkhand Urja Sancharan Nigam Limited.
132/33 kV Grid Sub-station, Dabar Gram
Deoghar- 814112, Jharkhand.


Divisional Forest Officer
Giridih West Forest Division

A
Giridih



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 1c6e7456d96629c1986c

Receipt Date : 15-Sep-2021 03:37:28 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Giridih

Stamp Duty Paid By : EAST CENTRAL RAILWAY DHANBAD

Purpose of stamp duty paid : AGREEMENT

First Party Name : EAST CENTRAL RAILWAY DHANBAD

Second Party Name : JHARKHAND URJA SANCHAR NIGAM LIMITED

GRN Number : 2107529403

:- This stamp paper can be verified in the jharnibandhan site through receipt number :-



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Senior Manager
Transmission Division, Deoghar
Giridih West Forest Division
Giridih DGM, Trans. Projects

पे ० म० वि० अ० (सा०)

(14) **Railway Accidents:-** The Railway shall not be responsible for any damage to the crossing and other property of owner, due to any accident in the working of the Railway due to any cause whatsoever in addition to that during execution of job no damage will be occurred in Railway embankment for which necessary protection will be taken by the applicant/owner of crossing.

(15) **Sub-letting:-** The owner will not sub-let, transfer or assigns the Agreement or any of the privileges hereby granted without the previous consent in writing of the Railway.

(16) **Limitation or rights:-** Nothing herein contained will be construed as conferring upon owner, or his permitted assignee any rights over the property of the Railway.

(17) **Costs of Agreement:-** All costs and expenses incidental to the preparation and completion of these presents including stamp duty will be borne and paid by owner All statutory provisions as applicable in this way leave agreement will be complied by owner.

(18) **Validity of agreement:-** This way leave is valid for a period of ten years from the date of effect as per executed agreement and hence, this agreement is valid up to **2021 - 2056** and after that period the subject way leave will be discontinued. If the applicant desires to keep valid the way leave for a further period of ten years, the applicant should submit application to concern Railway authority for renewal of the way leave prior to six months from the date of expiry of the instant agreement. If the Railway authority agrees to continue the way leave for further period of ten years, afresh proposal to be processed based on the prevailing market rates of land for the said way leave and applicant should deposit the amount to the Railway and necessary agreement to be executed thereafter.

(19) **Amendments of Rules:-** If the rate is found to be higher by any other guidelines/circular of Railway Board's etc. after issuance of the circular 97/LML/24/3 Dated:-27/11/2001,18/05/2005 & 01/09/2014 the higher rate will be binding upon concerned party and difference will be realised at once.

In witness whereof the parties have hereunto set and subscribed their respective hands and seals the day, month and year respectively mentioned against their respective signatures.

For, Jharkhand Urja Sancharan Nigam Ltd.

Sr. Manager
Transmission Division, Deoghar - 1.

Senior Manager

Transmission Division Deoghar
Witness In Presence of (Name & Designation):-

1. Signature: 

Name : Raj Kumar M
Designation: Manager (F&A)

2. Signature: 

Name : S.K. BERNHALL
Designation: DGM/TC, Deoghar

For, On behalf of President of India.


Sr. Divisional Electrical Engineer (G),
East Central Railway. Dhanbad.

1. Signature: 

Name : DK Singh
Designation: CTA

2. Signature: 


Name : R.D. Sharma
Designation: Sr. I.E.(E)



DGM, Trans. Projects
Transmission Circle, Deoghar

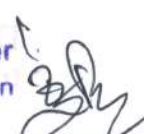

Divisional Forest Officer
Giridih West Forest Division
Giridih


of clause 3 thereof proposed to carry out the work. If owner so desires he may re-erect the same at his own expense but to the satisfaction of Railway in all respects on such other land or tracks of the Railway, as it may in its absolute discretion consider suitable and available for the purpose. In the event of crossing being so re-erected the land on which the same is re-erected will be used and occupied upon the terms of the Agreement mutatis mutandis, as if the same has originally been subject to the Agreement.

- (7) **Termination of Agreement by the Railway:-** The Railway may at any time (and from time to time) be at liberty in its absolute discretion to suspend temporarily and/or terminate this Agreement and all or any of the privileges hereby granted upon the expiration of three months' notice in writing of its intention to do so being left at or sent to the registered office of owner/ and notwithstanding that owner may have executed any work of a permanent or temporary character and incurred expenses in the execution thereof. The owner shall not be entitled to any damages or compensation by the reason of such termination or suspension.
- (8) Same as otherwise provided in this contract, all notices to be given on behalf of "The President of India" and all other actions to be taken on his behalf may be given or taken on his behalf by The Divisional Railway Manager/ Divisional Railway Manager (Electrical)/ Sr. Divisional Electrical Engineer (G)/ E. C. Railway, Dhanbad of the Railway.
- (9) **Termination of Agreement by the owner:-** The owner may on giving to the Railway one month's notice in writing terminate this Agreement and such notice shall be sufficiently served if sent by registered post to **The Divisional Railway Manager/ Divisional Railway Manager (Electrical)/ Sr. Divisional Electrical Engineer (G)/ E. C. Railway, Dhanbad of the Railway**, or left at his office.
- (10) **Termination of Agreement for default:-** In the event of the Railway giving notice under clause 7 hereof for special maintenance, repairs, modification, shifting or removal of the crossing and owner failing within the time stipulated to carry out the said works except such position thereof as the Railway may propose to carry out under the provisions of clause 3 hereof or in the event of owner committing any other breach of this Agreement or any part thereof, the Railway shall be entitled in its absolute discretion (notwithstanding the Provisions of Clause 8 hereof) to terminate this Agreement and all and any of the privileges hereby granted upon the expiration of six months' notice in writing of its intentions to do so being given in the manner provided in clause 7.
- (11) **Removal of Crossing:-** Prior to the termination of this Agreement and subject to the provisions of clause 3 hereof owner will at his own cost remove the crossing from the property of the Railway and restore the land to its original condition to the satisfaction of the Railway in all respects. In the event of owner failing to remove the said crossing and restore the land to its original condition in the manner herein before provided the Railway will be entitled at its option immediately after the termination of this Agreement to carry out the work of removal of the crossing and restoration of the land without being responsible for any loss or damage whatsoever to the said crossing or any part thereof. In such an event owner, will pay to the Railway on demand all costs incurred by the Railway in connection with such work including supervision charges, the amount which will be determined by the Railway in its absolute discretion. The said crossing and the materials used in connection therewith and belonging to owner will be and remain the property of owner but the Railway will be entitled to retain the same but without any liability there for until the amount of such costs as aforesaid have been paid by owner to the Railway.
- (12) **Indemnity:-** The said crossing will be used at the sole risk and responsibility of owner. If at any time owing directly or indirectly to such use or to the existence of the said crossing or to the carrying out of the work of erection and/or repair and/or removal of the said crossing and restoring the land to its original condition or to the exercise by owner of any privileges hereby granted or to any other cause arising out of the operation of the Agreement any damage will be caused to the Railway or to the permanent way and works, Rolling stock or any other property of the Railway or if in consequence of any of the matters aforesaid or any default in fulfilling any of the conditions of this Agreement or of any negligence on the part of the owner, or any person connected with him any claim or damage or loss be substantiated by any person or persons against the Railway owner will upon demand pay forthwith and make good the same and shall also make good to the Railway all costs and expenses which it may incur in regard to any such claim or damage or loss as aforesaid. In the event of there being any dispute as to what specific loss and/or damage has been caused by reason of any of the matter aforesaid such dispute will be preferred to the Chief Electrical Engineer of the Railway, whose decision thereon shall be final and binding.


Senior Manager
Transmission Division, Deoghar-I


Divisional Forest Officer
Giridih West Forest Division
Giridih


DGM, Trans. Projects
Transmission Circle, Deoghar


Sr. DEE (G) DUN

AGREEMENT NO.:- Electrical /1200/3/Track Crossing/O/H Crossing /Rema and Durlantn - 49
DHANBAD, DATED:- 11/02/2022

Deposited ₹: 5,98,352/- (₹: Five lakhs ninety eight thousand three hundred fifty two only) vide D. D. No. 718812 Dated- 31/08/2021 issued from State Bank of India Deoghar Branch Jharkhand for 35 years way leave charges. (2021-22 to 2055-56).


Sub:- Proposal of 132 KV D/C overhead transmission line track crossing between station Rema and Durlantn KM TP - 61/09 & 62/00, of Dhanbad division of E.C.Railway. Under ADEN/KQR. EC Railway of Dhanbad division. (Application I.D.- No. ECR-DHN - 21/2020. Dated - 20/05/2020).
Drawing No - ECR/DHN (Elect-G) - 05/2020.

AGREEMENT FOR 132 KV OVERHEAD TRANSMISSION LINE CROSSING OF RAILWAY TRACKS BETWEEN STATION REMA AND DURLANTN AT KM - TP - 61/09 & 62/00.


An agreement made this 11th day of Mar 2022, BETWEEN THE PRESIDENT OF INDIA acting through the Divisional Railway Manager/Divisional Railway Manager (Electrical) of the Sr. Divisional Electrical Engineer (G)/ E.C. Railway, Dhanbad Railway Administration, herein after called "the Railway" of the one part and Sr. Manager Transmission Division Deoghar -1. (herein after referred to as "the owner" Of the other part), whereas, owner wishes to erect an electric overhead line and carry out the works connected therewith for transmission of distribution of electrical energy over and across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the section of ADEN/KQR between Railway station REMA - DURLANTN, the said overhead line where it crosses the Railway tracks and /or land works connected therewith hereinafter referred to as "crossing".

Now, **IT IS HEREBY AGREED AS FOLLOWS:-**

- (1) **General:-** The Railway will permit owner as from the 11th day of Mar 2022, to lay the crossing as per Drg. No. DRM/Dhanbad's Elect (G) - 05/2020 approved by the Railway, hereunto attached as annexure and in compliance with Regulations for 132 kV power lines crossing of Railway track between station Rema and Durlantn KM TP - 61/09 & 62/00, hereunto attached as annexure hereinafter referred to as the Regulations, for the purpose hereinbefore mentioned, subject to the terms and conditions hereinafter contained.
- (2) **Permission to erect and maintain the crossing:-** The Railway will, subject to the provisions of clause - 3 hereinafter contained, permit owner to erect and maintain in accordance with the regulations the crossing over and across the railway tracks and/or land at the place(s) shown on the said drawing and to execute all repairs in connection therewith when necessary from time to time and all such works shall be executed at the cost of owner at such times as may be permitted and to the satisfaction of the Railway in all respects. Provided that if shifting of or modifications to or dismantling of the crossing is required for the proper functioning of the Railway and is to be carried out by owner as desired by the Railway, the cost of such works shall be borne by the Railway except in those cases where the need for such works on account of Railway's anticipated development/requirements was foreseen in time and the owner had agreed in writing prior to the construction of the crossing to meet the cost of such works.
- (3) **Railway to carry out protection works:-** In the event it being necessary in the opinion of the Railway to support or protect the railway tracks and/or land or works during the erection of the crossing or the execution of any repairs thereto or any removal thereof the work of supporting or protecting the railway tracks or land and resorting the tracks and/or land to its original condition or such part of the said work as the railway shall deem fit will be carried out by the railway at the cost of owner In all respects. The amount of such cost will be determined by the Railway in its absolute discretion and will be paid by the owner Railway on demand. The owner will, if so required, deposit with Railway prior to the carrying out of the said work such sum of money as may be estimated by the Railway to be the cost of work required to be done and the amount of the said deposit will be set off against the said cost to be determined as aforesaid and the balance paid as aforesaid.
- (4) **Cost of supervision of works:-** All works in connection with the matters referred to in Clause 2, 3, & 6 will be subject to such supervision by the Railway as may be considered necessary by the Railway and owner will pay to the Railway on demand all costs of such supervision including the cost for the staff, required to look after the safety of the railway tracks and/or land while all or any of such works are/ work is in progress. The costs of such supervision and other costs as aforesaid shall be determined by the Railway in its absolute discretion.
- (5) **Access:-** Neither owner nor his employees will at any time enter upon the Railway land for any purpose whatsoever in connection with the crossing as aforesaid without the consent in writing of the Railway.
- (6) **Modification, Shifting or removal of crossing:-** If for convenience operation, unsatisfactory maintenance or for any reason whatsoever the Railway desires special maintenance, repairs, modification, shifting or removal of the crossing the owner will subject to the provision of clause 3 hereof carry out such works or such portion thereof from the date of notice issued by the Railway and to the satisfaction of the Railway within a reasonable period determined by the Railway in its absolute discretion as the Railway shall not under provision of clause 3 thereof proposed to carry out the work. If owner so desires he may re-erect the same at his own expense but to the satisfaction of Railway in all respects on such other land or tracks of the Railway, as it may


Senior Manager
Transmission Division, Deoghar


DGM, Trans. Projects
Transmission Circle, Deoghar


Divisional Forest Officer
Giridih West Forest Division
(G) DHN



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 833b1240483b82c096fe

Receipt Date : 15-Sep-2021 03:34:30 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Giridih

Stamp Duty Paid By : EAST CENTRAL RAILWAY DHANBAD

Purpose of stamp duty paid : AGREEMENT

First Party Name : EAST CENTRAL RAILWAY DHANBAD

Second Party Name : JHARKHAND URJA SANCHAR NIGAM LIMITED

GRN Number : 2107529330

∴ This stamp paper can be verified in the jharnibandhan site through receipt number :-



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

[Signature]
Divisional Forest Officer
Giridih West Forest Division
Senior Manager *[Signature]* GOM, Trans. Projects
Transmission Division Dhanbad

[Signature]
पू. म. वि. अधिकारी (सा.म.)
पू. म. वि. अधिकारी
St. D. L. G. DHN

(13) **Occurrence of dispute:-** In the cases of dispute of difference which are not solved mutually, the matter will be referred to arbitration. The arbitration shall be appointed by GM/ECR. The arbitration proceeding shall be governed under arbitration and conciliation Act-1996 as amended by arbitration and conciliation (amendment) Act-2015.

(14) **Railway Accidents:-** The Railway shall not be responsible for any damage to the crossing and other property of owner, due to any accident in the working of the Railway due to any cause whatsoever in addition to that during execution of job no damage will be occurred in Railway embankment for which necessary protection will be taken by the applicant/owner of crossing.

(15) **Sub-letting:-** The owner wills not sub-let, transfer or assigns the Agreement or any of the privileges hereby granted without the previous consent in writing of the Railway.

(16) **Limitation or rights:-** Nothing herein contained will be construed as conferring upon owner, or his permitted assignee any rights over the property of the Railway.

(17) **Costs of Agreement:-** All costs and expenses incidental to the preparation and completion of these presents including stamp duty will be borne and paid by owner All statutory provisions as applicable in this way leave agreement will be complied by owner.

(18) **Validity of agreement:-** This way leave is valid for a period of ten years from the date of effect as per executed agreement and hence, this agreement is valid up to **2021-2056** and after that period the subject way leave will be discontinued. If the applicant desires to keep valid the way leave for a further period of ten years, the applicant should submit application to concern Railway authority for renewal of the way leave prior to six months from the date of expiry of the instant agreement. If the Railway authority agrees to continue the way leave for further period of ten years, afresh proposal to be processed based on the prevailing market rates of land for the said way leave and applicant should deposit the amount to the Railway and necessary agreement to be executed thereafter.

(19) **Amendments of Rules:-** If the rate is found to be higher by any other guidelines/circular of Railway Board's etc. after issuance of the circular 97/LML/24/3 Dated:-27/11/2001,18/05/2005 & 01/09/2014 the higher rate will be binding upon concerned party and difference will be realised at once.


In witness whereof the parties have hereunto set and subscribed their respective hands and seals the day, month and year respectively mentioned against their respective signatures.

For, Jharkhand Urja Sancharan Nigam Ltd.

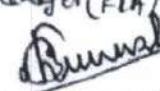

Sr. Manager
Transmission Division, Deoghar - 1.
Senior Manager

Transmission Division Deoghar:-
Witness In Presence of (Name & Designation):-

1. Signature:


Name : Raj Kumar
Designation: Manager (F&A)


2. Signature:


Name : S.K. BURNHAL
Designation: DGM/TC, Deoghar


For, On behalf of President of India.


Sr. Divisional Electrical Engineer (G),
East Central Railway, Dhanbad.

1. Signature:


Name : DK Singh
Designation: CTA

2. Signature:

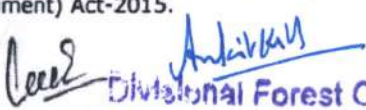

Name : R.D. Sharma
Designation: Sr. JE (E).

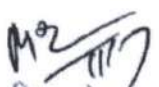

DGM, Trans. Projects
Transmission Circle, Deoghar


Divisional Forest Officer
Giridih West Forest Divis.
Giridih

in its absolute discretion consider suitable and available for the purpose. In the event of crossing being so re-erected the land on which the same is re-erected will be used and occupied upon the terms of the Agreement mutatis mutandis, as if the same has originally been subject to the Agreement.

- (7) **Termination of Agreement by the Railway:-** The Railway may at any time (and from time to time) be at liberty in its absolute discretion to suspend temporarily and/or terminate this Agreement and all or any of the privileges hereby granted upon the expiration of three months' notice in writing of its intension to do so being left at or sent to the registered office of owner/ and notwithstanding that owner may have executed any work of a permanent or temporary character and incurred expenses in the execution thereof. The owner shall not be entitled to any damages or compensation by the reason of such termination or suspension.
- (8) Same as otherwise provided in this contract, all notices to be given on behalf of "The President of India" and all other actions to be taken on his behalf may be given or taken on his behalf by The Divisional Railway Manager/ Divisional Railway Manager (Electrical)/ Sr. Divisional Electrical Engineer (G)/ E. C. Railway, Dhanbad of the Railway.
- (9) **Termination of Agreement by the owner:-** The owner may on giving to the Railway one month's notice in writing terminate this Agreement and such notice shall be sufficiently served if sent by registered post to The Divisional Railway Manager/ Divisional Railway Manager (Electrical)/ Sr. Divisional Electrical Engineer (G)/ E. C. Railway, Dhanbad of the Railway, or left at his office.
- (10) **Termination of Agreement for default:-** In the event of the Railway giving notice under clause 7 hereof for special maintenance, repairs, modification, shifting or removal of the crossing and owner failing within the time stipulated to carry out the said works except such position thereof as the Railway may propose to carry out under the provisions of clause 3 hereof or in the event of owner committing any other breach of this Agreement or any part thereof, the Railway shall be entitled in its absolute discretion (notwithstanding the Provisions of Clause 8 hereof) to terminate this Agreement and all and any of the privileges hereby granted upon the expiration of six months' notice in writing of its intentions to do so being given in the manner provided in clause 7.
- (11) **Removal of Crossing:-** Prior to the termination of this Agreement and subject to the provisions of clause 3 hereof owner will at his own cost remove the crossing from the property of the Railway and restore the land to its original condition to the satisfaction of the Railway in all respects. In the event of owner failing to remove the said crossing and restore the land to its original condition in the manner herein before provided the Railway will be entitled at its option immediately after the termination of this Agreement to carry out the work of removal of the crossing and restoration of the land without being responsible for any loss or damage whatsoever to the said crossing or any part thereof. In such an event owner, will pay to the Railway on demand all costs incurred by the Railway in connection with such work including supervision charges, the amount which will be determined by the Railway in its absolute discretion. The said crossing and the materials used in connection therewith and belonging to owner will be and remain the property of owner but the Railway will be entitled to retain the same but without any liability there for until the amount of such costs as aforesaid have been paid by owner to the Railway.
- (12) **Indemnity:-** The said crossing will be used at the sole risk and responsibility of owner. If at any time owing directly or indirectly to such use or to the existence of the said crossing or to the carrying out of the work of erection and/or repair and/or removal of the said crossing and restoring the land to its original condition or to the exercise by owner of any privileges hereby granted or to any other cause arising out of the operation of the Agreement any damage will be caused to the Railway or to the permanent way and works, Rolling stock or any other property of the Railway or if in consequence of any of the matters aforesaid or any default in fulfilling any of the conditions of this Agreement or of any negligence on the part of the owner, or any person connected with him any claim or damage or loss be substantiated by any person or persons against the Railway owner will upon demand pay forthwith and make good the same and shall also make good to the Railway all costs and expenses which it may incur in regard to any such claim or damage or loss as aforesaid. In the event of there being any dispute as to what specific loss and/or damage has been caused by reason of any of the matter aforesaid such dispute will be preferred to the Chief Electrical Engineer of the Railway, whose decision thereon shall be final and binding.
- (13) **Occurrence of dispute:-** In the cases of dispute of difference which are not solved mutually, the matter will be referred to arbitration. The arbitration shall be appointed by GM/ECR. The arbitration proceeding shall be governed under arbitration and conciliation Act-1996 as amended by arbitration and conciliation (amendment) Act-2015.


Senior Manager
Transmission Division Deoghar-1
Giridih West Forest Division
DSM, Trans. Projects
Transmission Circle, Deoghar


Sr. Divisional Electrical Engineer (G)
E. C. Railway, Dhanbad

AGREEMENT NO.:- Electrical /1200/3/Track Crossing/O/H Crossing /Jamua and Jorashankh - 48

DHANBAD, DATED:- 11/3/2022

Deposited ₹: 8,15,990/- (₹: Eight lakhs fifteen Thousand nine hundred ninety only) vide D. D. No. 718807 Dated- 31/08/2021 Issued from State Bank of India Deoghar Branch Jharkhand for 35 years way leave charges. (2021-22 to 2055-56).

Sub:- Proposal of 132 KV D/C overhead transmission line track crossing between station Jamua and Jorashankh KM TP - 76/06-07, of Dhanbad division of E.C.Railway. Under ADEN/KQR. EC Railway of Dhanbad division.

(Application I.D.- No. ECR-DHN - 19/2020. Dated - 20/05/2020).

Drawing No - ECR/DHN (Elect-G) -04/2020.

AGREEMENT FOR 132 KV OVERHEAD TRANSMISSION LINE CROSSING OF RAILWAY TRACKS BETWEEN STATION JAMUA AND JORASHANKH AT KM - TP - 76/06-07.

An agreement made this 11th day of Mar 2022, BETWEEN THE **PRESIDENT OF INDIA** acting through the Divisional Railway Manager/Divisional Railway Manager (Electrical) of the **Sr. Divisional Electrical Engineer (G)/ E.C. Railway, Dhanbad Railway Administration**, herein after called "the Railway" of the one part and **Sr. Manager Transmission Division Deoghar -1**, (herein after referred to as "the owner" Of the other part), whereas, owner wishes to erect an electric overhead line and carry out the works connected therewith for transmission of distribution of electrical energy over and across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the section of **ADEN/KQR** between Railway station **JAMUA - JORASHANKH**, the said overhead line where it crosses the Railway tracks and /or land works connected therewith hereinafter referred to as "crossing".

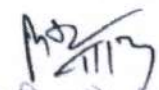
Now, **IT IS HEREBY AGREED AS FOLLOWS:-**

- (1) **General:-** The Railway will permit owner as from the 11th day of Mar 2022, to lay the crossing as per Drg. No. DRM/Dhanbad's Elect (G) - 04/2020 approved by the Railway, hereunto attached as annexure and in compliance with Regulations for 132 kV power lines crossing of Railway track between station Jamua and Jorashankh KM TP - 76/06-07, hereunto attached as annexure hereinafter referred to as the Regulations, for the purpose hereinbefore mentioned, subject to the terms and conditions hereinafter contained.
- (2) **Permission to erect and maintain the crossing:-** The Railway will, subject to the provisions of clause - 3 hereinafter contained, permit owner to erect and maintain in accordance with the regulations the crossing over and across the railway tracks and/or land at the place(s) shown on the said drawing and to execute all repairs in connection therewith when necessary from time to time and all such works shall be executed at the cost of owner at such times as may be permitted and to the satisfaction of the Railway in all respects. Provided that if shifting of or modifications to or dismantling of the crossing is required for the proper functioning of the Railway and is to be carried out by owner as desired by the Railway, the cost of such works shall be borne by the Railway except in those cases where the need for such works on account of Railway's anticipated development/requirements was foreseen in time and the owner had agreed in writing prior to the construction of the crossing to meet the cost of such works.
- (3) **Railway to carry out protection works:-** In the event it being necessary in the opinion of the Railway to support or protect the railway tracks and/or land or works during the erection of the crossing or the execution of any repairs thereto or any removal thereof the work of supporting or protecting the railway tracks or land and resorting the tracks and/or land to its original condition or such part of the said work as the railway shall deem fit will be carried out by the railway at the cost of owner In all respects. The amount of such cost will be determined by the Railway in its absolute discretion and will be paid by the owner Railway on demand. The owner will, if so required, deposit with Railway prior to the carrying out of the said work such sum of money as may be estimated by the Railway to be the cost of work required to be done and the amount of the said deposit will be set off against the said cost to be determined as aforesaid and the balance paid as aforesaid.
- (4) **Cost of supervision of works:-** All works in connection with the matters referred to in Clause 2, 3, & 6 will be subject to such supervision by the Railway as may be considered necessary by the Railway and owner will pay to the Railway on demand all costs of such supervision including the cost for the staff, required to look after the safety of the railway tracks and/or land while all or any of such works are/ work is in progress. The costs of such supervision and other costs as aforesaid shall be determined by the Railway in its absolute discretion.
- (5) **Access:-** Neither owner nor his employees will at any time enter upon the Railway land for any purpose whatsoever in connection with the crossing as aforesaid without the consent in writing of the Railway.
- (6) **Modification, Shifting or removal of crossing:-** If for convenience operation, unsatisfactory maintenance or for any reason whatsoever the Railway desires special maintenance, repairs, modification, shifting or removal of the crossing the owner will subject to the provision of clause 3 hereof carry out such works or such portion thereof from the date of notice issued by the Railway and to the satisfaction of the Railway within a reasonable period determined by the Railway in its absolute discretion as the Railway shall not under provision


Senior Manager
Transmission Division, Deoghar-1


Divisional Forest Officer
Giridin West Forest Division
Giridin
Transmission Circle, Deoghar


DGM, Trans. Projects
Transmission Circle, Deoghar


Sr. DEE (G) DHN

Annexure-7

गिरिडीह पश्चिमी वन प्रमण्डल के अन्तर्गत 132 Kv D/C जमुआ-गाँवा संचरण लाईन के निचे पडने / अपयोजन होने वाले वनभूमि एवं जंगल झाडी भूमि का वर्तमान स्थिति।

क्र० सं०	मौजा/गाँव का नाम	थाना एवं थाना नंबर	प्लॉट संख्या	कॉरिडोर रकवा (हे० में)		वर्तमान स्थिति	अभियुक्ति
1	कुरुमडीहा	खरगडीहा 419	208	वन भूमि	0.634	वन भूमि	
				जंगल झाडी	0.295	वन भूमि	
2	गिधीयो	खरगडीहा 421	601	जंगल झाडी	0.360	धान खेत/ कच्चा मकान	बरसात के समय स्थानीय ग्रामिणों के द्वारा धान की खेती होती है।
3	भूपतडीह	खरगडीहा 437	400	जंगल झाडी	0.120	धान खेत	
			454	जंगल झाडी	1.400	धान खेत	
4	बलबला	खरगडीहा 367	773	वन भूमि	0.109	वन भूमि	
			2	वन भूमि	1.530	बंजर भूमि	
			3	वन भूमि	1.257	बंजर भूमि	
			13	जंगल झाडी	0.710	बंजर भूमि	
5	सखैयबाद	खरगडीहा 365	1432	वन भूमि	0.486	बंजर भूमि	
				जंगल झाडी	0.213	बंजर भूमि/ तालाब	स्थल पर एक तालाब मौजूद है।
6	सहरजाम	खरगडीहा 278	1	जंगल झाडी	1.006	बंजर भूमि/धान खेत	बरसात के समय स्थानीय ग्रामिणों के द्वारा धान की खेती होती है।
कुल रकवा हे० में				8.120			

अनिल कुमार वर्मा
पर के अतीत

Shubham Dhar
JUSNL TL
DO/5/24

क्रमांक 1-5/24
Akshat (I.C. Forester)
34/3-6.
Anurag
(I.C. Forester).

Aradhya
Divisional Forest Officer
Giridih West Forest Division
Giridih

SP-22/11/24
RANGE FOREST OFFICER
AFFORESTATION RANGE
JAMUA