BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

ORIGINAL APPLICATION NO ---------- OF 2024

IN THE MATTER OF:

SUSHIL MURMU APPLICANT

VERSUS

UNION OF INDIA AND OTHERS … RESPONDENTS

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PLACE: BHUBANESWAR

DATE- 04/04/2024

SANKAR PRASAD PANI

ASHUTOSH PADY

ADVOCATE

PLOT NO 2132/4814, NAGESWAR TANGI, BHUBANESWAR, 751002 CELL-9437279278 Email:sankarprasadpani@gmail.com,

SYNOPSIS

That the applicants are members of Schedule Tribes residing in the proposed area of the Turga Pumped Storage Project in Purulia District, concerned with the diversion of 234 ha area of forest land for the construction of the project without compliance of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition Of Forest Rights) Act, 2006 (henceforth FRA, 2006). There has been no consent taken of the Gram Sabha and no proper information made available to the scheduled tribes and forest dwellers in the proposed project area.

Further, both Stage I and Stage II forest clearance orders impose the condition of compliance with the FRA, 2006. While the Stage 1 condition has not been complied with, the Stage 2 clearance has been granted and final order under Section 2 of the Forest (Conservation) Act, 1980 has been issued subject to the implementation of FRA, 2006 before handing over land to user agency where this seminal condition has remained fulfilled at all stages of the approval process even up to the present juncture where tree felling and construction activities are being proceeded with.

A reasoned order and copy of the forest clearances and the conditions thereof has not been published in two leading daily newspapers as per the National Green Tribunal order in Vimal Bhai Vs Union of India, Appeal No 7/2012/PB giving any person aggrieved by the order no opportunity to approach the appropriate forum for remedy.

The rights of the petitioners and other Scheduled Tribe population in the proposed project area is thus at the brink of being irredeemably affected against statutory provisions.

List of Dates and Events

04.11.2013	Construction of a 1000 MW Pumped Storage Project at Turga, District Purulia, West Bengal is proposed to the MoEF by the State PSU West Bengal State Electricity Distribution Company Limited (WBSEDCL). The area is already home to the 900 MW Purulia Pumped Storage Project which has been in operation since 2007-08. A pumped storage project is a hydroelectric storage system which stores surplus low cost off-peak electric power to balance peak demand in a grid. It consists of two reservoirs at different elevation connected through a water conductor system and an underground power house. Water is pumped from the lower to the higher reservoir during low-demand periods and the same is released from the higher reservoir during peak-demand and passed through a turbine to turn the potential energy of water back into electricity.
08.05.2017	Decision of a cabinet meeting of the Government of West Bengal records approval for the Turga PSP(Pumped Storage Project).
20.03.2017	A meeting is held at the Baghmundi Gram Panchayat office on matters related to the Turga PSP(Pumped Storage Project). According to the minutes of the meeting, 10 members attended the meeting. The Panchayat Secretary informed the meeting that there was no human habitation in the project area and asked members to inform if otherwise. No other members are

recorded as having spoken. The meeting concluded that there was no human habitation in the project area and there will be no objections if work is started in the four blocks of Gosaidih, Bareria, Kudna and Baghmundi Mouzas for the Turga PSP.

23.03.2017 Meeting held under the Ajodhya Gram Panchayat in the Ranga football field on 23.03.2017 with regard to the construction of Turga PSP attended by 24 members. It is brought to notice that four *pattas* exist on the land earmarked for the project. It is recorded that *patta* recipients said that they shall have no objection to the project if they are given justified compensation. Intimation and minutes of the above meetings is forwarded by the BDO to the Project Officer - cum-District Welfare Officer as Gram Sabha resolutions.

05.06.2017 BDO submits NOC to the District Magistrate for diversion of forest land for the Turga PSP on the basis of site visit conducted on 05.06.2017 and NOC received from Ajodhya Gram Panchayat Pradhan.

13.06.2017 The District Magistrate of Purulia certifies that complete process for identification and settlement of rights under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 has been carried out for the entire 234 ha of forest land proposed for diversion; that the proposal for diversion has been placed before each concerned Gram Sabha and that no person has been given a patta under FRA nor any

person is in possession of any portion of the forest land required for the Turga PSP.

18.09.2017 Factsheet prepared based on facts submitted by the government of West Bengal in its letter No. 3340-For/O/L/10T-12/2017 to be placed before the FAC(forest advisory committee) for discussion in a meeting dated 25.01.2018.

As per the table given in point 2, Item 8 and 11 note that the land proposed for diversion is recognized as an elephant corridor and that a herd of fourteen elephants occasionally migrate through the forest.

Item 15 and 22 both state contradictory facts with regard to FRA, 2006 compliance. Item 15 states that the certificate on FRA has been issued and placed in the file although not in proper format; Item 22 states that the process has only been initiated by the DM and will be completed before final approval as per his assurance. On the other hand the certificate as issued by the DM suggests that there is no habitation in the area and therefore there are no claimants of forest rights therein.

Item 21 states that no families will be ousted and therefore no rehabilitation plan exists. However the consent certificate by the Ajodhya Gram Sabha and the DM under the FRA records presence of four pattas in the project area.

Point 3 (xviii) does not report if the land to be diverted

has any socio-cultural/religious value or contains any sacred groves.

12.04.2018 The Ministry of Environment, Forest and Climate Change issues an '*in-principle'* approval for diversion of 234 ha forest land for the Turga PSP subject to fulfillment of forty conditions.

Among these point xxiii states that:

"(xxiii) The State Government shall complete settlement of rights, in terms of the Scheduled Tribes and other Traditional Forest Dwellers (Recognition of Forest Rights) Acts 2006 if any on the forest land to be diverted and submit the documentary evidence as prescribed by this ministry in its letter No. 11-9/1998-FC dated 03.08.2009 read with 05.07.2013 in support thereof."

02.07.2018 The MoEFCC grants prior Environmental Clearance under 1(C): River Valley Projects of Schedule of EIA Notification, 2006 vide letter No. J-12011/ 13/ 2013-IA.I (R) dated 02.07.2018 subject to fulfillment of certain conditions. These include compliance with all conditions stipulated in *'in principle'* granted by the MoEFCC vide letter dated 12.04.2018 which in turn requires settlement of forest rights and consent of all Gram Sabhas of forest dwellers as mentioned above.

19.09.2018 Residents of various villages write to the District
20.09.2018 Magistrate on finding out about the grant of '*in-principle*' approval for diversion of forest for the Turga

PSP, denying giving the alleged consent and stating their lack of information about the project proposal, reiterating the negative impacts and broken promises from the Purulia PSP and their unwillingness to allow the construction of the Turga PSP in their area. The letter also states that the Ajodhya Gram Panchayat area included the sacred Sutan Tandi area which requires special protection as being of religious and cultural significance. The letter contains 431 signatures in total from across eight villages including Kalijharna (41), Edelbera (Shimulbera) (38), Tarpania (30), Chatni-Bhursabera (58), Teliabhasa (51), Barelahar (165), Shaldi (14), Rugrughutu (34) and was received by the Divisional Forest Department on 19.09.2018

02.07.2019 Pronouncement of verdict of Hon'ble Single Bench of Calcutta High Court in W. P. 20576 (W) of 2018.

The Hon'ble court held that nothing on record suggests that resolutions were taken by each and every affected Gram Sabha in favour of the project and that the Gram Sabhas shown to have been conducted do not meet the test laid out in the act. It further held that the "in-*principle" approval granted by the Central government does not stand as the requisite formalities under the FRA were not complied with. Consequently the court quashed both the "in principle" approval by the central government and the resolutions of the Gram Sabha and permissions granted by the state government in*

implementing the projects.

12.09.2021 Letter from the Assistant Inspector General of Forests (FC) to the Principal Secretary, Government of WB stating that the compliance report submitted to the central government is incomplete and requesting that complete compliance report be furnished for final approval.

23.12.2021 Hon'ble Division Bench of Calcutta High Court pronounces its final judgment in M.A.T 1156 of 2019 and M.A.T 1396 of 2019. The Hon'ble Court held that *the writ petition was premature as the issue of consent of Gram Sabhas is still open for scrutiny by the Central government before grant of final clearance and should be examined at the appropriate level.*

That on the above ground among others, the Hon'ble Division Bench set aside the decision of the Single Bench dated 02.07.2019.

08.04.2022 Letter from Assistant Inspector General of Forests to the Principal Secretary, Government of West Bengal stating that various clauses of the "in-principle" approval has not been fulfilled including clause (ii) which required that the status of Non-forest land proposed for Compensatory afforestation(CA) is clarified along with documentary evidence; clause (viii) requiring certificate from nodal officer stating that non-forest land proposed for CA is free of encumbrances; the fund deposited towards CA has not been confirmed and compliance

report has not been uploaded on PARIVESH by the state government.

24.07.2022 Established news agency Anandbaazar Patrika reports *public protest and disruption of survey work for the Turga PSP by villagers.*

13.10.2022 Letter from MoEFCC granting final clearance under Sec 2 of the FCA for the diversion of 234.00 ha forest land for Turga PSP.

The letter records that the State government has filed compliance report for various conditions laid down in the "in-principle" clearance dated 12.04.2018.

The final clearance is granted under a total of nineteen conditions. Among these clause 2A(i) states that:

"The State Government shall ensure that the compliance of Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 has been completed in accordance with the relevant Rules and Guidelines issued by this Ministry in this regard, *before handing over of forest land to the user agency*"

20.10.2022 Vide letter dt. 13.10.2022 issued by the Forest Department, Government of West Bengal, the decision of the Governor of West Bengal was recorded, namely, that communication that " Stage II / final approval under Sec 2 of the Forest (Conservation) Act, 1980 for diversion of 234 ha of forest land in favour of WBSEDCL for construction of 1000 MW Turga Pumped

Storage Project in Ajodhya Hills… subject to the fulfillment of the following conditions".

The very first such condition, in a list of 19 conditions, relates to the recognition of rights under the Forest Rights Act, 2006, as follows:

"1. Compliance of Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 has to be completed in accordance with the relevant Rules and Guidelines, before handing over of Forest land to the User Agency."

Violation of any of the given conditions, it is stated in the order, will attract action under para 1.21 of Chapter I of the Handbook of Comprehensive Guideline FCA dated 28.03.2019.

As such, being an acknowledgement that rights recognition process under the Forest Rights Act, 2006 was still incomplete, the issuance of such an order by the State Government was without jurisdiction, and in blatant violation of the FCA, the extant FC Rules of 2022, and the continuation of such order is a violation of the extant FC Rules of 2023 (being the Van (Sanrakshan Evam Samvardhan) Rules, 2023).

26.11.2022	Around 72 IFR claims lodged through the government (list of claimants available but further details have not been furnished)
24.05.2023	61 Individual Forest Rights (IFR) claims along with

	Community Forest Rights (CFR) claims with hand drawn map from Baruajara, Bandhughutu, Dulgubera submitted to the sub-divisional level committee (SDLC) which covers an area of 504 ha, a large portion of which falls within the project area.
26.05.2023	Tender released for Main Civil Works of the Project for the Construction of Turga PSP with the Date and Time for opening of Pre Qualification application stated as 21.07.2023. It is to be noted that no notification with regard to construction activity has been given to forest dwellers in the area. Neither has there been a completion of settlement of forest rights in the same.
13.06.2023	Tender released by DFO office for construction of boundary pillars around land diverted for TPSP.
13.06.2023	Gram Sabha held in Baruajara, Bandhghutu, Dulgubera of Baghmundi Panchayat attended by 121 members including 62 women. The Gram Sabha observed that despite a certificate issued by the District Magistrate mentioning the involvement of relevant Gram Sabhas, the only meeting organised was at the Gram Panchayat Office and the resolution for the same only had 21 signatures. The Gram Sabha has stated that while a certificate regarding compliance with the FRA, 2006 was submitted by the DM dated 13.06.2017, on the basis of NOC submitted by the Gram Panchayat Pradhans of Baghmundi and Ajodhya gram Panchayat, the affected

	forest dwellers have not received any comprehensive report in the vernacular of the project and its impact on the environment, culture and livelihood of the area and have never been consulted with regard to the desirability and impact of the project. The Gram Sabha has resolved to file an FIR against officials involved in such misrepresentation under Section 8 of the Forest Rights Act, 2006. The Gram Sabha has also passed a unanimous resolution that they do not want the Turga PSP to be constructed in the forest and non-forest land managed by the community.
15.06.2023	Tender released by DFO office for felling of trees for TPSP.
28.06.2023	Letter to State Level Monitoring Committee by members of Baruajara, Bandhughutu, Dulgubera, Ranga Barelahar and Tarpaniya Gram Sabhas raising concerns over violation of consent mechanisms as per FRA in the Turga Pumped Storage Project alleging that while the FRA compliance certificate given by the DM dated 13.06.2017 claims engagement with concerned Gram Sabhas, in reality the Gram Sabhas were given no information by the state. The letter also states that the West Bengal Government did not disseminate any information relating to the PSP, the submergence area and there were no notices issued in the vernacular language and there were no Gram Sabha meetings held before the issuance of the DM's certificate granting forest clearance to the project. The only meeting

organised of stakeholders was convened by Ajodhya Gram Panchayat on 23.03.2017 with 21 signatories for recording distribution of food packets. However the Ajodhya GP has 10,000 voters across 60 villages.

The letter demands observation of proper method of taking consent for the project, publication of complete and comprehensive information and completion of the process of rights settlement under FRA, issuance of notice with regard to proposed diversion in the vernacular language. It also informs of the passing of resolutions in Gram Sabha towards filing FIRs against officials as per Sec 8 of the FRA. It clearly states that forest dwellers in the area do not want the Turga Pumped Storage Project in their community managed forest and non-forest land noting that they never gave consent to the TPSP.

31.07.2023	Letter from special Secretary to Secretary Department of Power, WB forwarding concerns of Baruajara, Bandhghutu and Dugulbera Gram Sabhas, noting that the a violation of the consent mechanism is alleged and requesting the Secretary to look into the matter.
08.08.2023	Letter from Assistant Commissioner for Reservation to Special Secretary, Tribal Development Department, Govt, of WB forwarding letters dated 28.06.2023 and 27.07.2023 to state level monitoring committee (SMLC) received through Deputy Secretary Forest Department, requesting necessary action as deemed fit and proper.

10.08.2023	Press Release issued by Prakriti Bachao O Adivasi Bachao Maanch demanding cancellation of Turga-Bandu Pump Storage Project and condemning the undemocratic-dictatorial behaviour of the district administration.
22.08.2023	CFR and IFR claims from Ranga-Barelahar Gramsabha submitted to SDLC. CFR claimed for 357 acres total number of IFR 89.
26.08.2023	FIR 105/2023 Baghmundi PS lodged against villagers who barricaded DFO and other officers trying to enter forests under the proposed project area u/s 186/353/34 IPC.
31.08.2023	Notice under section 41A r/w 41(1)(b) in reference to the above mentioned FIR.
17.09.2023	Gram Sabha passes resolutions observing that state agencies have continued to move towards execution of the Turga PSP despite the Gram Sabhas submitting their opposition and lack of consent to all government departments. The Gram Sabha consequently resolves that members will patrol the forest areas to verify and stop any destructive activities within the forest u/s 5(a)(b)(c)(d) of the FRA, 2006.
22.09.2023	Members of different Gram Sabhas in the proposed project area begin collective patrolling of the forest.
03.10.2023	Letter received by office of Purulia DM intimating them of the Gram Sabha resolution taken on 17.09.2023 and

	reiterating that no informed consent was ever obtained for the Turga PSP and strongly opposing construction of the same.
11.10.2023	Letter from Under Secretary, Ministry of Tribal Affairs, FRA Division to the Principal Secretary, Government of West Bengal forwarding the representation from Baruajara, Badhagutu, Duglubera, Ranga Barelahar, Tarpaniya Gram Sabha dated 28.06.2023. The letter notes that it is the responsibility of the state government to implement FRA, 2006 and requesting the State government to take necessary action towards the same and send an action taken report to the Ministry.
13.10.2023	Letter from Assistant Commissioner Reservation to Joint Secretary Tribal Development Department, WB forwarding petition giving information of the Gram Sabha Resolution for appropriate action.
14.11.2023	Twelve Gram Sabhas in the project area of the Turga PSP erect boards reiterating their rights under Sections 3, 5 and 6 of the FRA, 2006.

Despite the passage of five months since the aforesaid letter from the Ministry of Tribal Affairs directing the state government to settle forest rights in the area and implement FRA, 2006; and despite the passage of more than two years since the judgment of the High Court observing that FRA, 2006 be complied with, the process of rights recognition under the FRA remains in a state of paralysis. This is a clear violation of the terms and conditions of the Stage-I approval, Stage-II approval, orders of the court, as well as existing law and judicial precedent. Hence this Original Application.

BEFORE THE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLAKATA

(Under Section 18(1) read with Section 14(1), 15. 20 of the NGT Act 2010)

Original Application No ----------/2024

IN THE MATTER OF:

1. Sushil Murmu, aged about 28 years S/o SomchandMurmu At/Po- Ranga, Dist- Purulia, PS-Baghmundi, Pin 723152 …**APPLICANT**

VERSUS

1. **UNION OF INDIA** Through the Secretary, Ministry of Environment, Forests and Climate Change, Indira Paryavaran Bhawan, Jorbagh, New Delhi – 110003 Email- secy-moef@nic.in
2. Additional Chief Secretary, Department of Forests, Government of West Bengal, Aranya Bhawan,Block-LA, No-10A, Section-III, Salt Lake City, Kolkata-700 106, Email- mailto:acsforestwb@gmail.com
3. **Secretary, Ministry of Tribal Affairs, Government of India, 416, 4th Floor, B-Wing, Ministry of Tribal Affairs, Shastri Bhawan, New Delhi-110001** email- **secy-tribal@nic.in**
4. Secretray, Backward Classes Welfare Department Govt of West Bengal, Administrative Building, SDO, Bidhanagar,DJ-4, Saltlake, Sector-II, Kolkata-700091, mailto:secretarybcw@gmail.com
5. **Divisional Forest Officer** Purulia Division, P.O & Dist- Purulia, West Bengal, Pin- 723101, Email- dfopur-wb@nic.in
6. District Collector, Purulia, At/Po/ Old Collectorate Building, Purulia , West Bengal 723101, Email: dm-pur-wb@nic.in , dmpuruliawb@gmail.com
7. WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED, Represented through it's Chairman and Managing director,

Vidyut Bhawan (5th Floor, 'B' Block) Salt Lake City, Block - DJ, Sector - II Kolkata – 700091 Email- cmd@wbsedcl.in

…RESPONDENTS

I. The address of the Applicant is given above for the service of notices of this Application.

II. The addresses of the Respondents are given above for the service of notices of this Application.

III. The Present Application challenges the non-compliance of conditions of forest clearance letter dated 12.04.2018 (Stage 1 FC) and 13.10.2022 (Stage 2 FC) while executing the construction work of Turga Pumped Storage Project (PSP) located in the Ajodhya Hills, Baghmundi Block, Purulia District.

IT IS MOST RESPECTFULLY SHOWETH:

1) That the applicant before this Hon'ble Tribunal is a forest dweller residing in hamlets in the Ajodhya Range in Purulia district, West Bengal since time immemorial who stand to be affected by the construction of the 1000 MW Turga Pumped Storage Project in Purulia, West Bengal by the State PSU (Public Sector Undertaking) West Bengal State Electricity Distribution Company Limited (WBSEDCL).

2) That on 12.04.2018, The Ministry of Environment, Forest and Climate Change issued an *'in-principle'* approval for diversion of 234.00 ha forest land for the Turga PSP subject to fulfillment of forty conditions. The said approval states that:

> "(xxiii) The State Government shall complete settlement of rights, in terms of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, if any, on the forest land to

be diverted and submit the documentary evidence as prescribed by this Ministry in its letter No. 11- 9/1998-FC (pt.) dated 03.08.2009 read with 05.07.2013, in support thereof."

A copy of the Stage I Forest Clearance is annexed hereto and marked as **Annexure A-1**

3) The MoEFCC granted prior Environmental Clearance under EIA notification, 2006 vide letter No. J-12011/ 13/ 2013-IA.I (R) dated 02.07.2018 subject to fulfillment of certain conditions. These include the compliance of all conditions stipulated in forest clearance vide letter from the Ministry dated 12.04.2018 which in turn requires settlement of forest rights and consent of all Gram Sabhas of forest dwellers as mentioned above. A copy of the Environmental Clearance is annexed hereto and marked as **Annexure A-2**

4) The project was granted final forest clearance by the MoEFCC by letter No. 8-51/2017-FC dated 13.10.2022 subject to certain conditions. The first among these is as follows:

"A(i) The State Government shall ensure that the compliance of Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 has been completed in accordance with the relevant Rules and Guidelines issued by this Ministry in this regard, before handing over of forest land to the user agency."

A copy of the Stage II Final Forest Clearance is annexed hereto and marked as **Annexure A-3**

5) That the aforesaid final forest clearance was notified by the Governor, West Bengal through Order No. 1526 -For/O/L/10T-12/2017 dated 20.10.2022

under Section 2 of the Forest (Conservation) Act, 1980 (hereafter FCA, 1980) subject to nineteen conditions. These include:

> "1. Compliance of Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 has to be completed in accordance with the relevant Rules and Guidelines, before handing over of Forest land to the User Agency.
>
> (…)
>
> 18. The violation of any of these conditions will amount to violation of the Forest (Conservation) Act, 1980 and action would be taken as prescribed in para 1.21 of Chapter 1 of the Handbook of Comprehensive Guidelines of Forest (Conservation) Act, 1980…"

A copy of the State government order is annexed hereto and marked as **Annexure A-4**

6) These conditions are not mere afterthoughts, but rather in compliance of the law of the land as laid down by the Hon'ble Supreme Court of India in *Orissa Mining Corporation vs. Ministry of Environment and Forests* (2013) 6 SCC 467, and also the Circular dated. 03.08.2009 issued by the Central government. As such, these above conditions are unequivocal in putting a restriction on transfer of land and change in land use prior to settling of rights under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 (hereafter FRA, 2006).

7) Presently 61 IFR claims and one CFR claim covering 504 ha submitted by Baruajara, Bandhughutu, Dulgubera Gram Sabha and 89 IFR claims and one CFR claim covering 357 acres from Ranga-Barelahar Gramsabha are pending before the SDLC(sub-divisional level committee). Over 72 other individual forest rights claims have been lodged through the government in

the area. A large portion of the area covered under the IFR and CFR claims overlap with the project area. A copy of the claims submitted by Baruajara, Bandhughutu, Dulgubera Gram Sabhas on 23.05.2023 and 24.05.2023 is annexed hereto and marked **as Annexure A-5** and those submitted by Ranga-Barelahar Gram Sabhas on 21.08.2023 are annexed hereto and marked **as Annexure A-6**

8) It may be pointed out that interference with forest rights or any attempt to dispossess the forest dwellers is a violation of Section 7 read with Section 4(5) of the FRA, 2006, and also a criminal atrocity under Section 3(1)(g) of the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act, 1989. Such failure to comply with the statutory conditions also amounts to an offence under the FCA, 1980.

9) However, the above legal constraints notwithstanding, the user agency West Bengal State Electricity Distribution Company Limited (WBSEDCL) has proceeded to issue tenders for felling of trees dated 13.06.2023, construction of boundary walls for the project on 15.06.2023 and for main civil works on 26.05.2023. In gross violation of the law, tenders for construction activities have been issued by the user agency even as the process of settlement of existing forest rights claims remains far from complete.

10) The tenders for the felling of trees and construction of boundary walls stipulate that work must be completed within 120 days of receipt of work order with the last date for submission of bids being 31.07.2023. The same makes it evident that the user agency deems to already have “possession” of the forest land or gain such possession in the immediate future, without complying with the statutory and legal conditions described above. This is a clear violation of the condition of the grant of final forest clearance from both the central and the state governments and therefore vitiates the very

regulatory mechanism under both the FCA, 1980 and the FRA, 2006. A copy of the tenders issued by the DFO Purulia is annexed hereto and marked as **Annexure A-7**

11) It should also be noted that the Ajodhya range is home to pristine forests with a huge diversity of flora and fauna and is also home to the *Marang Buru mountain which is of spiritual and religious significance* to the local forest dwelling and Adivasi communities. The area earmarked for the project is also an Elephant Corridor for a herd of 14 elephants as given in Point 2, Item 8 and 11 of the factsheet prepared on the basis of the proposal submitted by the West Bengal government dated 18.09.2017. Last but not the least, these forest lands are the means of subsistence for traditional forest dwelling communities constituted primarily of Scheduled Tribes. The land proposed to be diverted is therefore of great ecological, cultural, social and economic significance. A copy of the fact sheet is annexed hereto and marked as **Annexure A-8**

12) Felling of trees and clearing of such forest-land will be irreversible and therefore cannot be allowed to proceed in violation and non-compliance of judicial precedent, statute and various provisions of law.

13) That villagers held a Gram Sabha in Baruajara, Bandhghutu, Dulgubera of Baghmundi Panchayat on 13.06.2023, attended by 121 members including 62 women and resolved that they did not want the Turga Pumped Storage Project (TPSP) and that the project should be cancelled to protect their lives and livelihoods. A copy of the minutes of the Gram Sabha meeting along with signatures is annexed hereto and marked as **Annexure A-9**

14) That the villagers have requested MoEFCC vide letter dated July 2023 and sent on 01/08/2023 to take necessary action against the non-compliance of the conditions stipulated in the forest clearance and *place on hold all*

proceedings related to issue of tenders and other project activity on the ground as long as such irregularities are not resolved. A copy of the letter is annexed hereto and marked as **Annexure A-10**

15) It is pertinent to mention here that The Ministry of Environment & Forests, vide their letter dated 03.08.2009, has issued directions requiring State/UT Governments to enclose certain evidences relating to completion of the process of settlement of rights under the FRA, 2006, while formulating unconditional proposals for diversion of forest land for non-forest purposes under the FCA, 1980. The State Government should ensure that all diversions of forest land for non-forest purposes under the FCA, 1980 take place in compliance with the instructions contained in the Ministry of Environment & Forest's letter dated 03.08.2009. The circular states as follows:

> *"to formulate unconditional proposals under the Forest (Conservation) Act, the State / UT governments are, wherever the process of settlement of Rights under the FRA has been completed or currently under process, required to enclose evidences for having initiated and completed the above process, especially among other sections, Sections 3(1)(i), 3(1)(e) and 4(5)."*

It is pertinent to note that the above-mentioned direction of the Ministry, correctly, requires such certificates in *all* cases of forest diversion, and does not provide for any exceptions to this requirement on any ground whatsoever.

The direction further states that the evidences in question must, *inter alia*, include:

a. A letter from the State Government certifying that the *complete process for identification and settlement of rights under the FRA has been carried out* for the entire forest area proposed for diversion, with a record of all consultations and meetings held;

b. A letter from the State Government certifying that *proposals for such diversion (with full details of the project and its implications, in vernacular / local languages) have been placed before each concerned Gram Sabha* of forest-dwellers, who are eligible under the FRA;

c. *A letter from each of the concerned Gram Sabhas, indicating that all formalities/processes under the FRA have been carried out, and that they have given their consent to the proposed diversion* and the compensatory and ameliorative measures if any, having understood the purposes and details of proposed diversion;

d. A letter from the State Government certifying *that discussions and decisions on such proposals had taken place only when there was a quorum of minimum 50% of members of the Gram Sabha present;*

e. *Obtaining the written consent or rejection of the Gram Sabha to the proposal* (emphasis supplied).

A true copy of the Circular dated 03.08.2009 issued by MoEF is annexed hereto and marked as **Annexure A-11**

16) That the Baruajara, Badhgutu, Dulgubera, Ranga Barelahar and Tarpaniya Gram Sabhas have also submitted representations to the District Magistrate Purulia and Chief Secretary West Bengal who are also the Chairperson of District Level Committee and the State Level Committee respectively. A copy of representation dated 28.06.2023 is annexed here with as **Annexure A-12**

17) That Gram Sabhas in the proposed project area passed a further resolution on 17.09.2023 observing that state agencies have continued to move

towards execution of the Turga PSP despite the Gram Sabhas submitting their opposition and lack of consent to all government departments. The Gram Sabha consequently resolved that members will patrol the forest areas to verify and stop any destructive activities within the forest u/s 5(a)(b)(c)(d) of the FRA, 2006. A copy of the minutes of the Gram Sabha is annexed hereto and marked as **Annexure A-13** A picture of the patrolling team constituted of five members form three Gram Sabhas is annexed hereto and marked as **Annexure A-14.** The resolutions were submitted to the District Magistrate, Purulia on 03.10.2023 for their cognizance, it was reiterated that no informed consent was ever obtained for the Turga PSP and strong opposition to the construction of the same was registered. A copy of the letter submitted to the DM, Purulia dated 03.10.2023 is annexed hereto and marked as **Annexure A -15**

17. That on 11.10.2023, the Under Secretary, Ministry of Tribal Affairs, FRA Division wrote to the Principal Secretary, Government of West Bengal forwarding the representation from Baruajara, Badhagutu, Duglubera, Ranga Barelahar, Tarpaniya Gram Sabha dated 28.06.2023. The letter states that:

> "2. As per the provisions of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, and the Rules made thereunder, the implementation of Forest Rights Act (FRA), 2006 is the responsibility of the concerned State Government.
>
> 3. You are, therefore, requested to examine the representation and take necessary action in the matter, ensuring proper implementation of various provisions of Forest Rights Act, 2006, regarding the

diversion of forest land for Turga Pumped Storage Project (TPSP). An action taken report may please be sent to this Ministry."

A copy of the letter from the Ministry of Tribal Affairs to the State Government is annexed hereto and marked as **Annexure A-16**

18) That members of twelve Gram Sabhas in the project affected area erected their own boards proclaiming the various rights of the Gram Sabhas to protect, manage and inhabit forest land under Sections 3,5 and 6 of the FRA, 2006 on 14.11.2023. A copy of the photographs of the boards is annexed herewith and marked as **Annexure A-17**

19) It is submitted that the said Stage I and Stage II Forest Clearances have not been published in any newspaper nor communicated to the affected residents through due process. We are shocked to know that there are at least 500 families who will be displaced from forest land and no consultation has been made with the affected population as of now.

20) That 234 Hectares of forest land is being diverted for the PUMPED STORAGE PROJECT without conducting any special GRAM SABHA required under FRA, 2006.

21) That there has been no publication of the forest clearances in widely circulated newspapers in the vernacular and English languages by the project proponent, nor has the same been submitted to the head of local bodies as required in case of Vimal Bhai Vs Union of India, Appeal No 7/2012/PB, Order dated 7.11.2012. The relevant portion of the para 31 and 32 of the order is reproduced as follows

"31. We are surprised to find that most of the State Governments do not pass separate orders in the light of the basic requirement of Section 2 of the FC Act as explained above thereby creating an embargo and depriving a person aggrieved from filing an Appeal. Section 2 of the FC Act, mandates that as and when the State Government decides to permit

use of the Forest land for non-forest purpose, it has to pass order to that effect. The said order along with the conditions imposed by the Central Government according Stage - I and Stage - II Clearance is mandatorily required to be displayed in the website. A copy of the order should also be sent to the MoEF forthwith. After receiving the copy of the order MoEF is also required to upload the same in its website so as to make the entire transactions transparent and bring it to public domain or Government portal and to enable any person aggrieved by the order passed under the provision of Section 2 of the FC Act, to approach this Tribunal in consonance with Section 2 (A) for FC Act or Section 16 (e) of the NGT Act.

32. Apart from the said action the State Government should also insist that the Project Proponent should publish the entire forest clearances granted in verbatim along with the conditions and safe-guards imposed by the Central Government in Stage - I Forest Clearance in two widely circulated daily newspapers one in vernacular language and the other in English language so as to make people aware of the permission granted to the Project Proponent for use of forest land for non-forest purposes. The cause of action for filing an Appeal would commence only from the date when such publication is made in the newspapers, as well as from the date when the forest clearance and permission to use the Forest land for non-forest purpose is displayed in the website of the concerned State Government or the MoEF, as the case may be. The copies of the Forest Clearance should also be submitted by the project proponents to the Heads of local bodies, Panchayats and Municipal Bodies in addition to the relevant offices of the Government who in turn has to display the same for 30 days from the date of receipt.

22) It is pertinent to mention here that with the commencement of the FRA, 2006 the rights of forest dwelling ST(Schedule Tribe) and OTFD (Other

Traditional Forest Dwellers) communities over forest land has been recognized by statute and accordingly all such land cannot be diverted without settling the rights of the claimants and those who are in possession of such land.

23) The Hon'ble court held that nothing on record suggests that resolutions were taken by each and every affected Gram Sabha in favour of the project and that the Gram Sabhas shown to have been conducted do not meet the test laid out in the act. It further held that the "in-principle" approval granted by the Central government does not stand as the requisite formalities under the FRA were not complied with. Consequently the court quashed both the "in principle" approval by the central government and the resolutions of the Gram Sabha and permissions granted by the state government in implementing the projects. Copy of the order dated 02/07/2019 is annexed here unto as **ANNEXURE-A18**

24) It is pertinent to mention here that during the disposal of the writ petition the Hon'ble Double bench clearly stated in their judgment that "The writ petitioners, or their authorized representative, shall also be entitled to place their presentation before the Central Government, upon being put to prior notice.", even after the order of Hon'ble High Court Calcutta The MOEF&CC never intimated any notice to the writ petitioners nor the Ministry is responding to the letters of the Petitioners.

Copy of the order dated 23/12/2021 is annexed here with as **ANNEXURE- A19**

GROUNDS

I. That the grant of forest clearance is subject to compliance of FRA, 2006 on proposed forest land meant for diversion, hence this application requires the consideration of the Hon'ble Tribunal.

II. That the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 Guidelines issued by the nodal Ministry under Sec

12 of the FRA unequivocally establishes the requirement of settlement of rights prior to eviction. Clause V(a) of the Guidelines states that:

> V(a). Section 4(5) of the Act is very specific and provides that no member of a forest dwelling Scheduled Tribe or other traditional forest dwellers shall be evicted or removed from the forest land under his occupation till the recognition and verification procedure is complete. This clause is of an absolute nature and excludes all possibilities of eviction of forest dwelling Scheduled Tribes or other traditional forest dwellers without settlement of their forest rights as this Section opens with the words "Save as otherwise provided". The rationale behind this protective clause against eviction is to ensure that in no case a forest dweller should be evicted without recognition of his rights as the same entitles him to a due compensation in case of eventuality of displacement in cases, where even after recognition of rights, a forest area is to be declared as inviolate for wildlife conservation or diverted for any other purpose. In any case, Section 4(1) has the effect of recognizing and vesting forest rights in eligible forest dwellers. Therefore, no eviction should take place till the process of recognition and vesting of forest rights under the Act is complete.

III. The aforesaid guidelines make it incumbent on the State government to ensure that all diversion of forest land for non-forest purposes under the FCA, 1980 complies with the MoEF letter dated 30.07.2009 and 03.08.2009. Clause 5(b) of the Guidelines state that:

> V (b). The Ministry of Environment & Forests, vide their letter No.11-9/1998-FC(pt.) dated 30.07.2009, as modified by their subsequent letter of the same number dated 03.08.2009, has issued directions, requiring the State/UT Governments to enclose certain

evidences relating to completion of the process of settlement of rights under the Scheduled Tribes and other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, while formulating unconditional proposals for diversion of forest land for non-forest purposes under the Forest (Conservation) Act, 1980. The State Government should ensure that all diversions of forest land for non-forest purposes under the Forest (Conservation) Act, 1980 take place in compliance with the instructions contained in the Ministry of Environment & Forest's letter dated 30.07.2009, as modified on 03.08.2009.

IV. That the Forest (Conservation) Rules, 2022 under Rule 9(6)(b)(ii) makes it in incumbent on the State government to fulfil and comply with the settlement of rights under FRA, 2006 before issuing order for diversions, assignment of lease or de-reservation of forest land.

V. That compliance of FRA, 2006 being a prerequisite for giving effect to the Forest Diversion proposal and in the present case, the same has not been not complied with, hence the Forest Clearance dated 13.10.2022 is not absolute and subject to scrutiny by the Hon'ble Tribunal.

VI. That FRA, 2006 being a progressive law with an objective to undo historical injustices, the non-compliance of the Act for a project of such nature will lead to further injustice towards the Schedule Tribe and Other Traditional Forest Dwellers.

VII. That if the project is not stopped at this stage, it will lead to all evidences of forest rights to be wiped out which could have been determined by the Sub-Divisional Level Committee and District Level Committee in consultation with the concerned Gram Sabhas.

VIII. As such, these above conditions are unequivocal in putting a restriction on transfer of land and change in land use prior to settling of rights under the FRA, 2006.

IX. That the Honble NGT in **Paryawaran Sanrakshan Sangharsh Samiti Lippa vs. Union of India & Ors. Appeal No. 28/2013,** in order dated 04.05.2016 directed the State government to consult the Gram Sabhas of concerned villages regarding forest clearance. The Gram Sabhas were further directed to consider all community and individual claims and take up mitigation measures to offset the adverse impact of the project. The Court directed that a Judicial Officer be deputed in order to ensure transparency and confidence of the villagers in the proceedings and for the proceedings to be completed in a time bound manner. In Para 20(1) the tribunal directs as follows:

> "The Respondents No.1 and 2 shall ensure that the entire proposal pertaining to Forest Clearance in respect of Stages II and III of 130 MW Kashang Integrated Hydro Electric Project is placed before the Gram Sabha of villages Lippa, Rarang, Pangi and Telangi in Kinnaur District of Himachal Pradesh as prescribed under the provisions of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 as required under Condition 16 of the Forest Clearance dated 22.03.2011 issued by the Ministry of Environment and Forests;"

X. That the non-compliance of FRA, 2006 is in violation of the order of Hon'ble Supreme Court of India in *Orissa Mining Corporation vs. Ministry of Environment and Forests* (2013) 6 SCC 467. In the judgement the hon'ble court observes as follows:

"The Statement of Objects and Reasons of the Act states that forest dwelling tribal people and forests are inseparable and that the simplicity of tribals and their general ignorance of modern regulatory framework precluded them from asserting their genuine claims to resources in areas where they belong and depended upon and that only recently that forest management regimes have initiated action to recognize the occupation and other right of the forest dwellers. Of late, we have realized that forests have the best chance to survive if communities participate in their conservation and regeneration measures. The Legislature also has addressed the long standing and genuine felt need of granting a secure and inalienable right to those communities whose right to life depends on right to forests and thereby strengthening the entire conservation regime by giving a permanent stake to the Schedule Tribes dwelling in the forests for generations in symbiotic relationship with the entire ecosystem."

XI. That even prior to the passing of the FRA, 2006, the relationship between tribal and forest dwelling communities and the forests has been recognised by the Supreme Court in numerous decisions and the need for protecting the interest of tribal and forest dwelling communities defended through judicial decisions. In Banwasi Seva Ashram v State of U.P. & Ors. (1986) 4 SCC 753 the Supreme Court directed protection of tribal forest dwellers who were being ousted from Reserve Forest land. The Court observed that:

"It is common knowledge that the Adivasis and other backward people living within the jungle used the forest area as their habitat….and for generations had been using the jungles around for collecting the requirements for their livelihood-fruits, vegetables, fodder, flowers, timber, animals by way of sport and fuel wood"

LIMITATION

PURSUANT to the letter from the Ministry of Tribal Affairs dated 11.10.2023 it has been taken into cognizance that no consent procedure was taken for the Turga PSP and that settlement of rights is the responsibility of the state government and while the state government has been directed to take action in this regard no substantial action has been taken and the illegality continues on a day to day basis providing a continuing cause of action. Therefore the application is not barred by limitation.

PRAYER FOR INTERIM RELIEF

Stay the construction work and tree felling for Turga Pumped Storage Project on Forest land until disposal of the Original Application.

PRAYER

In light of the present facts and circumstances it is most respectfully prayed that this Hon'ble Tribunal may be pleased to

a) Stay the forest clearance letter dated 13/10/2022 for non-compliance of conditions and more particularly pending the settlement of Forest Rights in the area proposed for diversion.
b) Restrain the state respondents from evicting the applicants.
c) Direct the state respondent to comply with the provisions of the FRA, guidelines, rules, and judicial precedent.
d) Any other directions as the Hon'ble Tribunal deem fit in the interest of environment.

And for this act of kindness, the petitioners as in duty bound shall ever pray.

UNDERTAKING

That I undertake to file the proof of service of representations as and when directed by the Hon'ble Tribunal.

By the Applicants Through

S Pani A Padhy

Date: 04/04/2024

ADVOCATE

पश्चिम बंगाल WEST BENGAL 090288

Under Notaries Act, 1952
Solemnly affirmed and sworn
before me this 3rd day of APR 24

BEFORE THEHON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO. - ..... OF 2024/EZ
IN THE MATTER OF:

SUSHIL MURMU — **APPLICANT**

VERSUS

UNION OF INDIA AND Others... — **RESPONDENTS**

AFFIDAVIT

I, Sushil Murmu, aged about 28 years S/o Somchand Murmu At/Po- Ranga, Dist- Purulia, PS- Baghmundi, Pin 723152 do hereby solemnly affirm, and declare as under :

1. That I am the applicant in the above mentioned Original Application and competent to swear this affidavit.
2. I am fully conversant with the facts and circumstances of the case and therefore competent to swear this affidavit.
3. That I have read over the contents of the accompanying Original application and the same is true and correct and is drafted on my instruction.

DEPONENT

VERIFICATION

Verified on this 3rd April 2024 at Ajodhya, Purulia that the contents of the above affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

IdentifiedBy

Advocate 3/4/24

DEPONENT

2126

ANNEXURE A-1

F. No. 8-51/2017-FC
Government of India
Ministry of Environment, Forests and Climate Change
(Forest Conservation Division)
****

Indira ParyavaranBhawan,
JorBagh Road, Aliganj,
New Delhi – 1100 03.
Dated: 12th April, 2018

To,

The Principal Secretary,
Government of West Bengal,
Kolkata-700 098

Sub: Diversion of 234.00 ha of forest land for construction of 1000 MW Turga Pumped Storage Project of WBSEDCL in Ajodya Hills under Purulia forest Division.

Sir,

I am directed to refer to the State Government's letter No. 3340-For/O/L/10T-12/2017 dated 18.09.2017 on above mentioned subject seeking prior approval of the Central Government under Section-2 of the Forest (Conservation) Act, 1980 and to say that the proposal has been examined by the Forest Advisory Committee constituted by the Central Government under Section-3 of the said Act.

After careful examination of the proposal of the State Government and on the basis of the recommendations of the Forest Advisory Committee, the Central Government hereby conveys the *'in-principle'* approval for diversion of 234.00 ha of forest land for construction of 1000 MW Turga Pumped Storage Project of WBSEDCL in Ajodya Hills under Purulia forest Division subject to fulfilment of the following conditions:-

(i) Legal status of the diverted forest land shall remain unchanged;

(ii) **On analysis on DSS it is observed that the part of Non -Forest land proposed for CA for the project is falling in the category of recorded forest. The status of Non -Forest land proposed for CA shall be clarified along with documentary evidences. State Government shall also analyse the same on DSS prior to submission of clarification to MoEF&CC. The DSS report generated by State Government shall be submitted prior to Stage II approval. It is noted that CA land has been given in 12 patches, which are dispersed in Puruliya & Jalpaiguri districts of West Bengal State. Based on DSS, Out of 12 patches proposed for CA, 6 CA Patches having the Legal status as Forest land.**

(iii) **On perusal of item-wise breakup statement submitted by the State Government and in SIR, it is observed that 10.239 ha, 18.387 ha and 8.537 ha have been proposed for Civil structures, Construction facility and other component respectively. State Government shall submit details of these three components. No residential or commercial complexes which are not ancillary and not site specific shall be permitted.**

(iv) **Since water is a precious resource, the user agency shall take some measures for creation of water conservation/ harvesting structures in the**

12.4.18

DSS: GIS Decision Support System

CAMPA: Compensatory Afforestation Fund Management and Planning Authority

CWLW: Chief Wildlife Warden

Catchment Area so that the water to be released for use of communities and agriculture, down streams, is not affected.

(v) **The user agency should also address the stone quarry within the leased area. After extraction of stones, the quarry should be reclaimed with soil and should be vegetated; thereby developing the mined -out land into an ecotourism spot enhancing the ecology & aesthetics of the site.**

(vi) **The User agency may also fence the quarry prior to reclamation to check possible casualty of wildlife due to accidental fall.**

(vii) **The State Govt. may report for additional forest lands required to be diverted for dismantling the irrigation dam and pillars have to be posted there with proper demarcation;**

(viii) **The encroachment, as reported by CCF Northern Circle, West Bengal in The proposed CA area shall be evicted prior to mutation of land in favour of Forest department. State government shall ensure that the Non- forest land shall be free from all encumbrances. A certificate duly signed by the Nodal Officer(FCA) may be furnished in this regard;**

(ix) **State Government shall prepare a wild life conservation plan with special emphasis to avoid Human elephant conflict in the area at project cost. The plan shall be duly approved by CWLW. The Amount shall be deposited in Adhoc CAMPA. The sanctity of elephant corridor shall not be disturbed. All possible mitigation measure to protect the elephant corridor shall be incorporated in wild life management plan.**

(x) **Compensatory afforestation shall be raised over non- forest land equal to the diverted forest land. At least 1000 plants per hectare (234 hectares x 1000 = 234000 plants) shall be planted over identified non-forest land with provision for ten years on subsequent maintenance.**

(xi) **25% of revised CA cost will be deposited extra by the user agency for soil and moisture conservation (SMC) activities on the CA land.**

(xii) The land identified for the purpose of CA shall be clearly depicted on a Survey of India topo-sheet of 1:50,000 scale;

(xiii) The non-forest land identified for raising compensatory afforestation shall be transferred and mutated in favour of the State Forest Department before issue of the Stage-II clearance and the said non-forest land as identified for raising Compensatory Afforestation shall be notified by the State Government as RF under Section-4 or PF under Section-20 of the Indian Forest Act, 1927 or under the relevant Section(s) of the local Forest Act, as the case may be, within a period of six months. The Nodal Officer (Forest Conservation) shall report compliance in this regard;

(xiv) The User Agency shall transfer the cost of raising and maintaining the compensatory afforestation at the current wage rate in consultation with State Forest Department in the account of Ad-hoc CAMPA of the concerned State through online portal.The scheme may include appropriate provision for anticipated cost increase for works scheduled for subsequent years;

(xv) The User Agency shall transfer online, the Net Present Value (NPV) of the forest land being diverted under this proposal, as per the orders of the Hon'ble Supreme Court of India dated 28.03.2008, 24.04.2008 and 09.05.2008 in Writ Petition (Civil) No. 202/1995 and the guidelines issued by this Ministry vide its letter No. 5-3/2007-FC dated 05.02.2009. The requisite funds shall be transferred through online portal into Ad-hoc CAMPA account of the State Concerned;

12.4.18

(xvi) The User Agency shall pay the additional amount of NPV, if so determined, as per the final decision of the Hon'ble Supreme Court of India;

(xvii) The approved Catchment Area Treatment (CAT) Plan shall be implemented at the cost of the user agency and commensurate funds shall be deposited **through on-line** in the account of Adhoc CAMPA account;

(xviii) **The user agency should ensure that the compensatory levies (CA cost, NPV, etc.) are deposited through challan generated online on web portal and deposited in appropriate bank online only. Amount deposited through other mode will not be accepted as compliance of the Stage- I clearance;**

(xix) The Forest clearance will be for a period co terminus with the lease period specified in the lease agreement. The State Government will submit the lease agreement document specified in the lease agreement;

(xx) The State Govt. ensure that the user agency shall implement the R&R Plan as per the R&R Policy of State Government in consonance with National R&R Policy, Government of India before the commencement of the project work. The said R&R Plan will be monitored by the State Government/Regional Office of MoEF &CC along with indicators for monitoring and expected observable milestones;

(xxi) The user agency in consultation with the State Government shall create and maintain alternate habitat/home for the avifauna, whose nesting trees are to be cleared in this project. Birds nests artificially made out of eco-friendly material shall be used in the area, including forest area and human settlements, adjoining the forest area being diverted for the project.

(xxii) The boundary of the diverted forest land, mining lease and safety zone, as applicable, shall be demarcated on ground at the project cost, by erecting four feet high reinforced cement concrete pillars, each inscribed with its serial number, distance from pillar to pillar and GPS co-ordinates;

(xxiii) The State Government shall complete settlement of rights, in terms of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, if any, on the forest land to be diverted and submit the documentary evidence as prescribed by this Ministry in its letter No. 11-9/1998-FC (pt.) dated 03.08.2009 read with 05.07.2013, in support thereof;

(xxiv) The user agency shall carry out muck disposal at pre-designated sites in such a manner so as to avoid its rolling down.

(xxv) The dumping area for muck disposal shall be stabilized and reclaimed by planting suitable species by the user agency at the cost of project under the supervision of State Forest Department. Retaining walls and terracing shall be carried out to hold the dumping material in place. Stabilization and reclamation of such dumping sites shall be completed before handing over the same to the State Forest Department in a time bound manner as per Plan.

(xxvi) The State Government and the user agency shall ensure that the tress available between full reservoir level (FRL) and FRL-4 meters are not felled;

(xxvii) The User agency shall undertake afforestation along the periphery of the reservoir;

(xxviii) User agency shall provide free water for the forestry related projects;

(xxix) The User Agency shall obtain the Environment Clearance as per the provisions of the Environmental (Protection) Act, 1986, if required;

(xxx) Any tree felling shall be done only when it is unavoidable and that too under strict supervision of the State Forest Department;

12.4.18

(xxxi) The layout plan of the proposal shall not be changed without the prior approval of the Central Government;

(xxxii) No labour camp shall be established on the forest land;

(xxxiii) The User Agency shall provide fuels preferably alternate fuels to the labourers and the staff working at the site so as to avoid any damage and pressure on the nearby forest areas;

(xxxiv) The user agency will abide by the applicable recommendations of the State Government including State Forest/Wildlife Departments;

(xxxv) The forest land shall not be used for any purpose other than that specified in the proposal;

(xxxvi) The forest land proposed to be diverted shall under no circumstances be transferred to any other agency, department or person without prior approval of the Central Government;

(xxxvii) No damage to the flora and fauna of the adjoining area shall be caused;

(xxxviii) The User Agency shall submit the annual self - compliance report in respect of the above stated conditions to the State Government, concerned Regional Office and to this Ministry by the end of March every year;

(xxxix) Any other condition that the concerned Regional Office of this Ministry may stipulate, from time to time, in the interest of conservation, protection and development of forests & wildlife; and

(xl) The user agency shall comply all the provisions of the all Acts, Rules, Regulations, Guidelines, Hon'ble Court Order (s) and National Green Tribunal Order(s) pertaining to this project, if any, for the time being in force, as applicable to the project;

After receipt of the compliance report on fulfilment of the above conditions from the State Government, formal approval will be considered under Section-2 of the Forest (Conservation) Act, 1980. The transfer of forest land to the User Agency shall not be affected by the State Government till formal orders approving the diversion of forest land are issued by the Central Government.

Yours faithfully,

12.4.18

(Sandeep Sharma)
Assistant Inspector General of Forests (FC)

Copy to:

1. The Principal Chief Conservator of Forests, Government of West Bengal, Kolkata.
2. The Nodal Officer (FCA), O/o the PCCF, Government of West Bengal, Kolkata.
3. Addl. Principal Chief Conservator of Forests (C), Regional Office, Bhubaneswar.
4. User agency.
5. Monitoring Cell
6. Guard file.

12.4.18

(Sandeep Sharma)
Assistant Inspector General of Forests (FC)

ANNEXURE A-2

No. J-12011/13/2013-IA. I (R)
Government of India
Ministry of Environment, Forest and Climate Change

3rd Floor, Vayu Block,
Indira Paryavaran Bhawan, Jor Bagh Road,
Aliganj, New Delhi-110003

Dated: 02.07.2018

To

The Chief Engineer
M/s. West Bengal State Electricity Company Ltd.
Planning Investigation & Design Department
Vidyut Bhavan, 5th Floor,
Block-DJ,Sector-II, Salt Lake
Kolkata-700091.

Sub: 1000 MW (*4x250 MW*) Turga Pumped Storage project on Turga Nalla in Purulia District of West Bengal by M/s West Bengal State Electricity Distribution Company Ltd.- reg. Environmental Clearance.

Sir,

The undersigned is directed to refer to your online application No. **IA/WB/RIV/53589/2013** dated 09.05.2016 and online submission dated 8.5.2018 on the above subject. Terms of Reference (ToR)/Scoping Clearance for the above mentioned project has been issued vide Ministry's letter dated 4.11.2013.

2. It has been noted that you have proposed Turga Pumped Storage Project on Turga nala, is located in Purulia district of West Bengal with installed power generation of 1000 MW. The Turga Pumped Storage Scheme envisages utilization of the water of the river Turga in Ayodhya hills for peak power generation on a Pumped storage type development. The coordinates of Upper Dam site are 23°12'47"N and 86°04'20"E. Coordinates of the lower Dam site are 23°11'49"N and 86°04'13"E. The project site is approachable by a jeepable road taking off from Balarampur – Baghmundi state highway. The nearest rail head is located at Barabhum and nearest airport is located at Ranchi.

3. The project envisages construction of Upper Dam (C.A. 8.29 Sq. km) across Turga nalla, a tributary of Subarnarekha river and a water conductor system with an underground Power House on the downstream of Upper Dam and a Lower main and saddle dams for the lower reservoir having intermediate catchment of 4.37 sq. km (total C.A. 12.66 sq. km). It is proposed to increase the gross storage capacity to 18 MCM (Live storage of 14.2 MCM at FRL: 316.5 m) by constructing the lower main dam just downstream of the existing Irrigation Dam and a Right Saddle Dam. The upper reservoir will have the gross storage capacity of 21.6 MCM (Live storage of 14.2 and pondage at MDDL is 3.8 MCM at FRL: 464.0 m). The Spillway for Upper Dam is proposed near the left abutment on the original course of Turga nala. Considering the small design flood of 280 m^3/s, an un-gated ogee overflow Spillway has been considered. The upper dam is a rock fill type dam with central impervious core and filter materials, rockshell material, etc. having length of 732 m maximum of height of 63.5 m. Main lower dam is a concrete gravity dam with dimensions of 872 m length and 64 m height. Further, lower

saddle dam is a rock fill central impervious core with dimensions of 595 m length and 50 m height. Further, diversion tunnel, power intake, headrace tunnel, penstock, Power house (four units of pump turbine and motor-generator), tailrace tunnel will be built to cater to the installed power capacity of 4x250 MW with maximum of turbine discharge of 197 m^3/s.

4. Land requirement for the proposed project is 292 ha out of which 234 ha is forest land. In-principle approval for diversion of 234.0 ha forest land has been accorded by the Ministry vide letter No.8-51/2017-FC dated 12.4.2018. Out of remaining 58 ha non-forest land/private land, 34 ha will be transferred from I & W Directorate, Government of West Bengal to Turga Pumped Storage Project. Remaining 24 ha of land to be arranged temporarily on leased basis. No family will be losing homestead. Some minimum private land is to be acquired on temporary basis and no permanent acquisition of private land is envisaged. Thus, issues related to Resettlement and Rehabilitation are not envisaged in the proposed Project. Further, there are no national parks, wildlife sanctuaries, eco-sensitive zone/areas and other protected areas within 10 km radius of the project.

5. The estimated requirement of construction material for the project are as below:

S.No.	**Structure**	**Core Material (Lakh m^3)**	**Filter Material (Lakh m^3)**	**Rockfill Material (Lakh m^3)**	**Fine Aggregate (Lakh m^3)**	**Coarse aggregate (Lakh m^3)**
1	Upper Dam	5.5	2.23	28.80	0.21	0.42
2	Lower Dam	-	-	-	3.78	7.55
3	Lower Saddle Dam	2.90	1.40	14.97	-	-
4	Power House and Turbine House	-	-	--	0.25	0.50
5	Waterway	-	-	-	0.36	0.72
	Total	8.4	3.63	43.77	4.60	9.19

6. The total quantity of muck expected to be generated has been estimated to be of the order of 32 lakh m^3. Considering, 25% swelling factor, the total muck to be handled is 40 lakh m^3. About 50% material shall be used as construction material. Remaining 20 lakh m^3 of muck is planned to be disposed. The muck will be disposed in 3 muck disposal sites. The area of muck disposal sites is 11.04 ha with the capacity of 11.04 lakh m^3. The remaining muck of 8.96 lakh m^3 will be disposed in Kudna and Dulgubera Quarry areas, which have a total capacity of 9.7 lakh m^3.

7. Primary environmental baseline data has been collected for three seasons (Winter: December- January, 2014; Summer: April, 2014 and Monsoon: August-September, 2014).

8. The recommended environmental flows for Upper reservoir and lower reservoir are as below:

Month/Season	**Flow in 90% Dependable Year 1975 (MCM)**	**Environmental Release (MCM)**	**Percentage of inflow as Environmental Flow**

Upper Reservoir			
June	0.11	0.03	30%
July	0.38	0.011	30%
August	0.02	0.006	30%
September	1.55	0.47	30%
October	0.56	0.17	30%
Monsoon (Total-A)	2.63	0.786	30%
Non-monsoon (Total-B)	0.29	0.0725	25%
Annual (A+B)	**2.92 MCM**	**0.8585 MCM**	
Lower Reservoir			
June	0.17	0.05	30%
July	0.58	0.17	30%
August	0.04	0.01	30%
September	2.37	0.71	30%
October	0.86	0.26	30%
Monsoon (Total-A)	4.01	1.20	30%
Non-monsoon (Total-B)	0.44	0.11	25%
Annual (A+B)	**4.45 MCM**	**1.3 MCM**	

9. The cost of environmental management plan is as below:

Sr.No.	Activity	Cost in Rs. Lakhs
1	Catchment Area Treatment Plan	409.65
2	Compensatory Afforestation and Bio-diversity Conservation	483.5
3	Fisheries Management	88.7
4	Greenbelt Development	16.8
5	Water, air and noise pollution control measures	20
6	Environmental Management in Labour Camps (Solid Waste Management)	204.75
7	Public Health Delivery System	308.23
8	Muck Disposal Plan	120
9	Restoration, Stabilisation and landscaping of quarry sites	60
10	Restoration, Stabilisation and landscaping of construction sites	20
11	Environmental Management in road construction	40

12	Energy Conservation Measures	312.37
13	Disaster Management Plan	40
14	Local Area Development Plan which includes infrastructure development as committed during Public Hearing.	2204
15	Plan to Preserve Cultural identity of the locals	98.12
16	Environmental Monitoring during construction phase	187.23
17	Purchase of Meteorological Instruments	4.5
18	Purchase of Noise Meters	1
	Total cost of Environmental Management Plan	Rs.46.12 Crores

10. Public Hearing for the proposed project has been conducted by West Bengal Pollution Control Board at Banabitan Meeting Hall, Vill. & P.O Baghmundi, District Purulia on 2.2.2016. During Public Hearing, local people demanded few new infrastructure facilities such as Potable Water Supply (Digging new Wells), digging new ponds, development of play ground in three villages and development & renovation of two temples (Ram Mandir and Vaishno Devi Mandir).

11. The proposal has been considered in the 94th meeting of EAC (RV & HEP) held during 2-3.06.2016 and 14th meeting of Re-constituted EAC (RV & HEP) held on 28.5.2018. The Committee has recommended for increasing the cost for Local Area Development Plan from Rs.22.04 Crores to Rs.44.12 Crores. Cost for infrastructure development and Corpus fund for maintaining the infrastructure will be Rs.29.12 Crores and Rs. 15.0 Crores, respectively. Accordingly, the increased cost of budget for Environmental Management Plan is Rs. 68.30 Crores. Estimated Project Cost is Rs. 5,141.49 Crores. The estimated employment during construction phase is 1000 persons.

12. In acceptance of the recommendations of the EAC (RV&HEP) in its meeting held during 2-3.6.2016 & 28.5.2018, and in view of the clarifications/documents furnished, ***the Ministry hereby accords the prior Environmental Clearance under 1(C): River Valley Projects of Schedule of EIA Notification, 2006 and subsequent amendments issued time to time for the proposed project***, subject to compliance of following conditions:

Part A: Specific Conditions

i. Free Fuel / Energy Conservation Plan to be implemented as envisaged in the EIA / EMP report.

ii. Skill mapping be undertaken for the youths of the affected project area and based on the skill mapping, necessary trainings to the youths be provided for their appropriate engagements in the Project.

iii. Solid waste management should be planned in details. Land filling of plastic waste shall be avoided and instead proposal for various uses may be made in the revised EIA/EMP report.

iv. Environmental Clearance for stone quarries shall be obtained separately. After extraction of stones, the quarry void shall be reclaimed with the soil preferably muck generated from the project and planted with the local species.

v. The Catchment Area Treatment (CAT) Plan as proposed in EIA/EMP (Sections 2.7 and 2.8; April, 2016) shall be implemented with biological and engineering measures in consultation with West Bengal Forest Department. The CAT proposed for the area of 20.95 sq.km (8.29 sq.km for upper dam and 12.66 sq.km for lower dam) with the budgetary provision of Rs.4.1 Crores shall be fully implemented and not to be diverted for any other purposes.

A.	**Biological Treatment Measures**	**Year**		**Total**
		I	**II**	
i.	Afforestation (ha)	7	8	15
ii	Enrichment Plantation (ha)	20	20	40
iii.	Pasture Development (ha)	10	10	20
iv.	Nursery Development (No).	2	--	2
v.	Vegetative Fencing (km)	3	2	5
vi.	Rim Plantation (Rs. in lakh)	25	25	50.00
vii	Social Forestry (Rs. in lakh)	5	5	10.00
B.	**Soil & Water Conservation Works**			
i.	Check Dams (No.)	6	5	11
ii.	Drainage line treatment (Rs. **in lakh**)	10	10	20
C.	**Silt Observation Points (Rs.)**			23.86
D.	**Infrastructure Development (Rs. in lakh)**			318.21

* In case of change in CAT plan is envisaged in future, prior approval of the Ministry shall be taken for its implementation.

vi. The project involves 292 ha out of which 234 ha is forest land and 58 ha is private/non-forest land. The R&R benefits for the land losers will have to comply with 'The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013' as applicable. Adequate publicity of the compensation package should be circulated in the affected villages.

vii. A monitoring Committee for R&R shall be constituted which shall include representatives of project affected persons including representative from SC/ST category and a woman beneficiaries.

viii. All the conditions stipulated in the forest clearance for diversion of 234.0 ha forest land for the proposed project issued vide Ministry's letter dated 12.4.2018 shall be complied with.

ix. All commitments made during the Public Hearing should be fulfilled completely by the project proponent and records be maintained.

x. Consolidation and compaction of the generated muck should be carried out at the muck dumping sites. As proposed in the muck disposal plan, out of total muck generation of 40 lakh m^3, 20 lakh m^3 shall be utilised in the construction and remaining 20 lakh m^3 shall be disposed at three muck disposal sites and Kudna & Dulgubera Quarry areas. The available volume of the three muck disposal sites is about 11.04 lakh m^3 and volume of the both quarries is about 9.7 lakh m^3.

xi. The proposed compensatory afforestation programme in 234 ha non-forest land shall be developed in consultation with State Forest Department. An amount of **Rs.2.2512 Crores** has been allocated for this purpose and should be fully utilized and not to be diverted for any other purposes.

xii. The Fisheries Development and Management Plan as proposed in the EIA/EMP report (April, 2016) for conservation of fish in river/Nallah & reservoir shall be be implemented in consultation with the State Fishery Department. A budget of **Rs.88.7 Lakhs** earmarked for fisheries management plan shall be utilized fully for the purpose and not to be diverted for any other purposes.

xiii. The Biodiversity Conservation and Management Plant as proposed in the EIA/EMP report (April, 2016) should be implemented in consultation with State Forest Department. The allocated grant of **Rs. 2.584 Crores** should be fully utilized for this purpose and not to be diverted for any other purposes.

xiv. Occurrence of stagnant pools/slow moving water channels during construction and operation of the project provide the breeding source for vector mosquitoes and other parasites. The river should be properly channelized so that no small pools and puddles are formed. Even after taking precautions, due to unforeseen situations, breeding of mosquito and resultant malaria or mosquitoes borne disease can increase. If such a situation arises, it will be the responsibility of project proponent to take all steps, i.e. residual insecticidal spray in all the project area and its surrounding of 3 km area keeping the flight range of mosquitoes in consideration.

xv. The equipment likely to generate high noise levels during the construction period or otherwise shall meet the Ambient Noise Level standards as notified under the Noise Pollution (Regulation and Control) Rules, 2000 as amended in 2010 under the Environment (Protection) Act, 1986. Ambient Noise level monitoring shall be conducted on a monthly basis during the period of construction at suitable locations and copy of the test reports shall be submitted to concerned Regional Office on six monthly basis.

xvi. Any other clearance from other organizations/departments, if required, should be obtained as and when necessary.

Part B: General Conditions:

i. Adequate arrangements for providing free fuel like LPG/kerosene shall be made at the project cost for the labour force engaged during the construction work so that felling of trees located adjacent to the proposed project site is avoided.

ii. Medical facilities as well as recreational facilities shall be provided to the labourers at the construction sites. First aid facility at the project site shall also be provided with proper signage.

iii. The labourers to be engaged for construction works shall be thoroughly examined by health personnel and adequately treated before issuing them work permit to avoid contraction of any diseases to the local population.

iv. Water sprinkling arrangements shall be made to control the fugitive dust, and ambient air quality, etc. be monitored during the period of construction according to the CPCB guidelines to meet the NAAQ standards.

v. Potable drinking water and proper sanitary facilities shall be provided for the labour force. Any solid wastes generated at the colony of the labour force shall be collected and suitably disposed off.

vi. Restoration of construction areas including muck dumping sites of excavated materials shall be ensured by leveling, filling up of borrow pits landscaping, etc. The area should be properly treated with suitable plant species preferable local indigenous species for better survival of plants and also to enrich the local habitat.

vii. Environmental parameters shall be monitored and "six monthly monitoring reports" shall be submitted to the concerned Regional office of the Ministry as per guidelines.

13. The project Proponent shall provide full cooperation and all required documents/data shall be provided to the Officer (s) of the concerned Regional Office of the Ministry who would be monitoring the implementation of environmental safeguards.

14. The responsibility of implementation of environmental safeguards and carrying out environmental monitoring rests fully with the **M/s West Bengal State Electricity Distribution Company Ltd.**

15. Besides the above stated conditions, the Project Proponent shall also implement all environmental monitoring safeguards, as proposed in the EIA/EMP report and other reports from time to time. The concerned Regional Offices, MoEF&CC shall monitor implementation of EMP at regular intervals.

16. The Environmental Management Plan (EMP) shall be strictly adhered to. The total cost of implementation of mitigation measures as per EMP is **Rs. 68.30 Crores which includes budget of Rs. 44.12 Crores for Local Area Development Plan**, shall be fully utilized and shall not be diverted for any other purpose. In case of revision of the project cost or due to price level change, the cost of EMP shall also be updated proportionately.

17. In case of change in the scope of the project, the same shall be intimated to the Ministry and fresh approval, if required, shall be taken from the Ministry accordingly.

18. The Ministry reserves the right to add additional safeguard measures subsequently, if found necessary and to take action including revoking of the clearance under the provisions of the Environment (Protection) Act, 1986, to ensure effective implementation of the suggested safeguard measures in a time-bound and satisfactory manner.

19. The project proponent should advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in vernacular language of the locality concerned informing that the project has been accorded environmental clearance and copies of clearance letters are available with the State Pollution Control Board/ Committee and may also be seen at the website of the Ministry of Environment, Forest & Climate Change at http://www.moef.nic.in.

20. A copy of the clearance letter shall be marked to concerned Panchayat/Zilla Parishad/Municipal Corporation, Urban local body and local NGO, if any, from whom any suggestion/representations, were received while processing the proposal. The clearance letter shall also be put in the website by the project proponent. Compliance to the conditions shall be ensured by the project and intimated to the state accordingly.

21. State Pollution Control Board/Committee shall display a copy of the clearance letter at the Regional Office, District Industries Centre and Collector's/ Tehsildar's Office for 30 days.

22. **The Environmental Clearance is valid for a period of 10 years** from the date of issue of this letter for commissioning of the project.

23. After 5 years of the commissioning of the Project, a study shall be undertaken regarding impact of the project on the environment and downstream ecology. The Study shall be undertaken by an independent agency, decided in consultation with the Ministry.

24. The project proponent shall also submit six monthly reports on the status of compliance of stipulated EC conditions including the results of monthly monitored data (both in hard copies as well as by email) to the Regional Office of MoEF&CC, Bhubaneswar.

25. A multi-disciplinary Committee (MDC) for monitoring the implementation of environmental safeguards during construction shall be constituted by the Project Proponent (PP) in consultation with the Ministry as early as possible. A panel may be proposed by the PP and submitted to Ministry and the Government of West Bengal. The project proponent shall organize six monthly meetings of the Committee and submit the monitoring report the Ministry. The MDC will monitor specifically the stability and effectiveness of muck dumping sites during all visits and suggest remedial measures, if so required.

26. Any appeal against this environmental clearance shall lie solely with the National Green Tribunal, if preferred, within a period of 30 days from the date of issue, as prescribed under Section-16 of the National Green Tribunal Act, 2010.

This issues with the approval of the Competent Authority.

Yours faithfully,

(Dr. S. Kerketta)
Director, IA.I
Telefax: 011 24695314

Copy to:

1. The Secretary, Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi 110001.
2. The Chairman, Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi-110066.
3. The Chairman, Central Water Commission, Sewa Bhawan, R.K. Puram, New Delhi-110606.
4. The Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar, Delhi-110032.
5. The Additional Principal Chief Conservator of Forests (C), Ministry of Environment, Forest and Climate Change, Regional Office (EZ), A/3, Chandersekharpur, Bhubaneswar – 751023.
6. The Secretary, Department of Environment, 5th Floor, Pranisampad Bhawan, Block LB-II, Salt Lake, Sector III, Bidhannagar, Kolkata – 700 106
7. The Member Secretary, West Bengal Pollution Control Board, Paribesh Bhavan, 10A, Block-L.A., Sector-III, Salt Lake City, Calcutta - 700 106.

8. The District Collector, District Purulia, Office of The District Magistrate and Collectorate, Government of West Bengal, Purulia, West Bengal- 723101.
9. Guard/Monitoring file.
10. Website of MoEF&CC.

(Dr. S. Kerketta)
Director, IA.I
Telefax: 011 24695314

ANNEXURE A-3

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

Indira Paryavaran Bhawan,
Jor Bag Road, Aliganj,
New Delhi - 110003.
Dated: 13th October, 2022

To

The Principal Secretary (Forest),
Government of West Bengal,
Kolkata-700098

Sub: Diversion of 234.00 ha of forest land for construction of 1000 MW Turga Pumped Storage Project of WBSEDCL in Ajodya Hills under Purulia forest Division.

Madam/Sir,

I am directed to refer to the State Government's letter No. 3340-For/O/L/10T-12/2017 dated 18.09.2017 on above mentioned subject seeking prior approval of the Central Government under Section-2 of the Forest (Conservation) Act, 1980 and to say that the above proposal has been examined by the Forest Advisory Committee constituted by the Central Government under Section-3 of the aforesaid Act. After careful consideration of the proposal by the Forest Advisory Committee (FAC) and after its recommendation, and approval of competent authority in the Ministry, In-principle/Stage-I approval was accorded vide this Ministry's letter of even number dated 12.04.2018 subject to fulfillment of certain conditions. The State Government has furnished compliance report in respect of the conditions stipulated in the approval and requested the Central Government to grant final approval.

2. In this connection, on the basis of the compliance report furnished by the Government of West Bengal vide their Letters No.1395-For/O/L/10T-12/2017 dated 22.12.2021, No.314-For/O/L/10T-12/2017 dated 11.03.2022, No.678-For/O/L/10T-12/2017 dated 12.05.2022 and No.1281-For/O/L/10T-12/2017 dated 01.09.2022, approval of the Central Government is hereby accorded under Section-2 of the Forest (Conservation) Act, 1980 for diversion of 234.00 ha of forest land for construction of 1000 MW Turga Pumped Storage Project of West Bengal State Electricity Distribution Company Limited (WBSEDCL) in Ajodya Hills under Purulia Forest Division, subject to following conditions:

A: Conditions which need to be complied prior to handing over of forest land to user agency by the State Govt.:

i. The State Government shall ensure that the compliance of Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 has been completed in accordance with the relevant Rules and Guidelines issued by this Ministry in this regard, before handing over of forest land to the user agency;
ii. The State Govt. shall ensure that the User Agency will obtain necessary Environmental Clearance, Wildlife Clearance, CRZ Clearance, if required;
iii. The State Government shall upload the KML files of the area under diversion and the sites identified for compensatory afforestation in the E-green Watch portal, before handing over forest land to the user agency.

13/10/2022

B: Conditions which need to be complied after handing over of forest land to the user agency by the State Govt.:

i. Legal status of the diverted forest land shall remain unchanged;

ii. The State Govt. shall ensure that Compensatory Afforestation over the identified non-forest land of 234 ha. i.e 578.22 Acres, which has been notified as Protected forest vide undermentioned notifications, shall be raised within a period of three years with effect from the date of issue of Stage-II clearance and maintained for ten years thereafter in accordance with the approved plan by the State Forest Department from the funds provided by the user agency. The detail of notifications is as under:

S.N.	Area in Acres	Notification No.
1	62.72	No. 851-For/0/1/10T-12/2017 dated 29.07.2021
2	392.65	No.531-For/O/L/10T-12/2017 dated 25.03.2019
3	122.85	No.412-For/O/L/10T-12/2017 dated 08.03.2019
Total:	**578.22**	

iii. State Govt. and the user agency shall ensure to carry out the soil and moisture conservation activities on the area proposed for CA, from the funds provided by the User agency;

iv. The State Govt. and the user agency shall ensure that no residential or labour colony or commercial complexes shall be constructed over forest land;

v. The State Govt. shall ensure that the State Forest Department shall implement the approved Catchment Area Treatment (CAT) plan and approved Wildlife Conservation Plan from the funds provided by the user agency;

vi. The State Govt. ensure that the user agency will carry out muck disposal at pre-designated sites in such a manner so as to avoid its rolling down and the dumping area for muck disposal shall be stabilized and reclaimed by planting suitable species by the user agency at the cost of project under the supervision of State Forest Department. Retaining walls and terracing shall be carried out to hold the dumping material in place. Stabilization and reclamation of such dumping sites shall be completed before handing over the same to the State Forest Department in a time bound manner as per Plan.

vii. The State Government and the user agency shall ensure that the trees available between full reservoir level (FRL) and FRL-4 meters are not felled;

viii. The State Government shall ensure that the User agency will carry out afforestation along the periphery of the reservoir and provide free water for the forestry related projects;

13/10/2022

ix. The User Agency shall pay the additional amount of NPV, if so determined, as per the final decision of the Hon'ble Supreme Court of India;

x. The State Govt. shall ensure that no labour camp shall be established on the forest land and the User Agency shall provide fuels preferably alternate fuels to the labourers and the staff working at the site so as to avoid any damage and pressure on the nearby forest areas;

xi. The State Govt. shall ensure that the forest land proposed to be diverted shall under no circumstances be transferred to any other agency, department or person without prior approval of the Central Government and the layout plan of the proposal shall not be changed without the prior approval of the Central Government;

xii. The State Govt. ensure that the boundary of the forest land being diverted will be demarcated on ground at the project cost, using four feet high RCC pillars, each pillar inscribed with the serial number, DGPS coordinates, forward and backward bearings and distance from adjoining pillars *etc;*

xiii. The State Govt. ensure that the user agency will explore the possibility of translocation of maximum number of trees identified to be felled and any tree felling shall be done only when it is unavoidable and that too under strict supervision of the State Forest Department, and the User Agency will obtain permission for felling of trees as per applicable court orders/Forest Act/Rules/Guidelines;

xiv. The User Agency shall submit the Annual Compliance Report in respect of the above stated conditions to the concerned Integrated Regional Office and to this Ministry every year regularly;

xv. The violation of any of these conditions will amount to violation of Forest (Conservation) Act, 1980 and action would be taken as prescribed in para 1.21 of Chapter 1 of the Handbook of comprehensive guidelines of Forest (Conservation) Act, 1980 as issued by this Ministry's letter No. 5-2/2017-FC dated 28.03.2019;and

xvi. The State Govt. shall ensure that the user agency shall comply with the provisions of all Acts, Rules, Regulations, Guidelines, Hon'ble Court Order (s) and NGT Order (s) pertaining to this project, if any, for the time being in force, as applicable to the project.

Yours sincerely,

13/10/2022

(Suneet Bhardwaj)
Assistant Inspector General of Forests (FC)

Copy to:

1. The Principal Chief Conservator of Forests (HoFF), Government of West Bengal, Kolkata.
2. The Nodal Officer (FCA), O/o the PCCF(HoFF) , Government of West Bengal, Kolkata.
3. Regional Officer(C), Integrated Regional Office, Kolkata.
4. User agency.
5. Monitoring Cell of FC Division, MoEF&CC,IPB New Delhi for uploading on PARIVESH.
6. Guard file.

ANNEXURE A-4

PA to PCCF & HoFF 20/10/22

Letter uploaded Carrier No.

To PCCF (HOFF) Memo No. 486 Dt. 20.10.22

Put up in file M. 2nd round 20.10.2022

Government of West Bengal
Department of Forests
Aranya Bhavan, Block-LA-10A, Sector-III, Salt Lake City
Kolkata-700 106

No. 1526 -For/O/L/10T-12/2017 Kolkata, the 20th October, 2022

ORDER

Sub: Diversion of 234 ha of forest land for construction of 1000 MW Turga Pumped Storage Project of WBSEDCL in Ajodhya Hills under Purulia forest Division

With reference to the In-principle/Stage-I approval accorded by the Ministry of Environment, Forests & Climate Change, Government of India vide its letter No. 8-51/2017-FC dated 12/5/2018 and in pursuance of Ministry of Environment, Forests & Climate Change, Govt. of India's letter No. 8-51/2017-FC dated 13/10/2022, the undersigned is directed to say that the Governor is pleased to accord Stage-II/final approval under Sec 2 of the Forest (Conservation) Act, 1980, for diversion of 234 ha of forest land in favour of WBSEDCL for construction of 1000 MW Turga Pumped Storage Project in Ajodhya Hills under Purulia Forest Division, subject to the fulfilment of the following conditions:

1. Compliance of Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 has to be completed in accordance with the relevant Rules and Guidelines, before handing over of Forest land to the User Agency ;
2. The User Agency will obtain necessary Environmental Clearance, Wildlife Clearance, Coastal Regulatory Zone Clearance, if required;
3. The KML files of the area under diversion and the sites identified for compensatory afforestation shall be uploaded in the E-green Watch portal, before handing over forest land to the User Agency;
4. Legal status of the diverted forest land shall remain unchanged;
5. Compensatory Afforestation over the identified non-forest land of 234 ha. i.e. 578.22 acres, which has been notified as Protected Forest vide the under-mentioned Notifications, shall be raised within a period of three years from the date of issue of Stage-II clearance and maintained for ten years thereafter, in accordance with the approved plan, by the State Forest Department from the funds provided by the User Agency . The details of the Notifications are as under:

S.N.	Area in Acres	Notification No.
1	62.72	No.851-For/O/L/10T-12/2017 dated 29.07.2021
2	392.65	No.531-For/O/L/10T-12/2017 dated 25.03.2019
3	122.85	No.412-For/O/L/10T-12/2017 dated 08.03.2019
Total	578.22	

6. The soil and moisture conservation activities on the area proposed for Compensatory Afforestation shall be carried out from the funds provided by the User Agency ;
7. The User Agency shall ensure that no residential or labour colony or commercial complexes are constructed over forest land;

for info pl.

NO/Fcat lwl 20/10/22

-sd/Fcat

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8. The State Forest Department shall implement the approved Catchment Area Treatment (CAT) plan and the approved Wildlife Conservation Plan from the funds provided by the User Agency ;
9. The User Agency will carry out muck disposal at pre-designated sites in such a manner so as to avoid its rolling down and the dumping area for muck disposal shall be stabilized and reclaimed by planting suitable species by the User Agency at the cost of project under the supervision of State Forest Department. Retaining walls and terracing shall be carried out to hold the dumping material in place. Stabilization and reclamation of such dumping sites shall be completed before handing over the same to the State Forest Department in a time bound manner as per Plan.
10. The User Agency shall ensure that the trees available between full reservoir level (FRL) and FRL-4 meters are not felled;
11. The User Agency will carry out afforestation along the periphery of the reservoir and provide free water for the forestry-related projects;
12. The User Agency shall pay the additional amount of Net Present Value, if so determined, as per the final decision of the Hon'ble Supreme Court of India;
13. No labour camp shall be established on the forest land and the User Agency shall provide fuels, preferably alternate fuels, to the labourers and staff working at the site so as to avoid any damage of pressure on the nearby forest areas;
14. The forest land proposed to be diverted shall, under no circumstances, be transferred to any other agency, department or person without prior approval of the Central Government and the layout plan of the proposal shall not be changed without the prior approval of the Central Government.
15. The boundary of the forest land being diverted will be demarcated on the ground at the project's cost, using four feet high RCC pillars, each pillar inscribed with the serial number, DGPS coordinates, forward and backward bearings and distance from adjoining pillars, etc;
16. The User Agency will explore the possibility of translocation of maximum number of trees identified to be felled and, any tree felling shall be done only when it is unavoidable and that too under strict supervision of the State Forest Department, and the User Agency will obtain permission for felling of trees as per the applicable Court orders/Forest Act/Rules/Guidelines;
17. The User Agency shall submit the Annual Compliance Report in respect of the above-stated conditions to the Department of Forests and the Integrated Regional Office, MoEFCC, Kolkata every year regularly;
18. The violation of any of these conditions will amount to violation of Forest (Conservation) Act, 1980 and action would be taken as prescribed in para 1.21 of Chapter 1 of the Handbook of Comprehensive Guidelines of Forest (Conservation) Act, 1980, issued by the MoEFCC, Kolkata letter No.5-2/2017-FC dated 28.03.2019: and
19. The User Agency shall comply with the provisions of all Acts, Rules, Regulations, Guidelines, Hon'ble Court Order (s) and NGT Order (s) pertaining to this project, if any, as may be applicable to the project.

Sd/-

Deputy Secretary to the Government of West Bengal

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No. 1526/1(5)-For/O/L/10T-12/2017 Kolkata, the 20th October, 2022

Copy forwarded for information and necessary action to:

1) The Additional Chief Secretary, Power Department
2) The PCCF (HoFF), WB
3) The PCCF & Nodal Officer, FCA, 1980
4) The Assistant Inspector General of Forests (FC), Ministry of Environment, Forests & Climate Change, (Forest Conservation Division), Govt. of India, Indira Paryavaran hawan, Jorbagh Road, Aliganj, New Delhi-110 003
5) The Chief Engineer, PSPD, WBSEDCL, Bidyut Bhavan, Kolkata-700 091

20/10/2022
Deputy Secretary to the Government of West Bengal

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

পোষ্ট – পাথরডি, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২
যোগাযোগ – ৯৫৪৭৩৫১৩৯৮, ৯৬৪১৯৮৯৬৪২

চিঠি নং:- দাবী পত্র/ বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া/২০২৩ তারিখ - ১৪/০৩/২০২৩

প্রতি
মহকুমা শাসক এবং
সভাপতি,
মহকুমা স্তরীয় বনাধিকার সমিতি, ঝালদা মহকুমা
জেলা - পুরুলিয়া

বিষয়- সমষ্টিগত বনাধিকার এবং সমষ্টিগত বনজ সম্পদের অধিকারের দাবির নথি

সূত্র – তফসিলি উপজাতি ও অন্যান্য চিরাচরিত বনবাসি (বনাধিকারের স্বীকৃতি) আইনের ৬(১) ধারা এবং ২০১২ এর ১১(৫) ধারা অনুযায়ী।

গত ৯/১১/২০২২ তারিখ, গ্রাম – বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া, গ্রাম-পঞ্চায়েত - বাঘমুণ্ডী, ব্লক – বাঘমুণ্ডী, জেলা – পুরুলিয়া এর সমষ্টিগত বনাধিকার এবং সমষ্টিগত বনজ সম্পদের অধিকারের দাবির বাস্তবিক সত্যতা যাচাই ও সীমানা নির্ধারণ সম্পূর্ণ হয়েছে এবং গত ১০/১১/২০২২ তারিখ, বৈধ গ্রাম সভার বৈঠকে আলোচনার মাধ্যমে এবিষয়ে যথাযথ প্রস্তাবগুলি গৃহীত হয়েছে । উক্ত দাবির নথি নিম্নলিখিত অন্যান্য নথিপত্রের সাথে পরবর্তী পদক্ষেপের জন্য আপনার কাছে পাঠানো হচ্ছে।

অনুগ্রহ করে এই সকল নথিপত্রের প্রাপ্তিস্বীকার করলে বাধিত থাকব।

- দাবিপত্র "খ" এর আওতায় বনভূমির মোট আয়তন ৫০৪ হেক্টর
- দাবিপত্র "গ" এর আওতায় বনভূমির মোট আয়তন ৫০৪ হেক্টর

- উত্তর সীমানা – অক্ষাংশ (Latitude) - $23^0 12' 49.82"$ N
  দ্রাঘিমাংশ (Longitude) - $86^0 5' 18.77"$ E
- দক্ষিণ সীমানা – অক্ষাংশ (Latitude) - $23^0 11' 22.12"$ N
  দ্রাঘিমাংশ (Longitude) - $86^0 6' 30.25"$ E
- পূর্ব সীমানা – অক্ষাংশ (Latitude) - $23^0 11' 58.92"$ N
  দ্রাঘিমাংশ (Longitude) - $86^0 5' 40.76"$ E
- পশ্চিম সীমানা – অক্ষাংশ (Latitude) - $23^0 11' 54.69"$ N
  দ্রাঘিমাংশ (Longitude) - $86^0 4' 37.47"$ E

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

পোষ্ট – পাথরডি, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২

যোগাযোগ – ৯৫৪৭৩৫১৩৯৮, ৯৬৪১৯৮৯৬৪২

আপনার বিশ্বস্ত,

Mangol Murmu
.....
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা
পোঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভা

উকিল হাঁসদা
.....
সম্পাদক
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা
পোঃ-পাথরডি মহকুমা-ঝালদা, জেলা-পুরুলিয়া
সম্পাদক

Sunil Tudu
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার কমিটি
পোঃ-পাথরডি জেলা-পুরুলিয়া
সভাপতি

Nagen Besra
.....
সম্পাদক
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার কমিটি
পোঃ-পাথরডি জেলা-পুরুলিয়া
সম্পাদক

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার সমিতি

দাবিপত্র “গ” এবং “খ” এর সাথে নিম্ন-উল্লিখিত নথিগুলি সংযোজন করা হল।

সংযোজন ১ – দাবিদারের নাম ও স্বাক্ষর/আঙ্গুলের ছাপ

সংযোজন ২ – দাবি করা বনভূমির মানচিত্র (বন অধিকার নিয়ম ২০১২ ধারা ১২ (১ছ), হাত-নক্সা

সংযোজন ৩ – সমর্থনের সাক্ষ্য

১. আইনের নিয়ম ১৩ (ঝ) এর অধীনে/ আওতায়/ প্রতিবেশী গ্রামের প্রবীণ মানুষের হলফ-নামা

২. আইনের নিয়ম ১৩ (ক) অনুযায়ী একটি নথি

৩. আইনের নিয়ম ১৩ (২ গ) অনুযায়ী জাহের থান/মাঝি থান/ বিন্দু চন্দন বঙ্গা বুরু থান/শ্মশানভূমি/খেলার মাঠ/চাষের জমি/গোচারণ ভূমি/ আপার ড্যাম পিকনিক স্পট/ বামনি ঝর্ণা/ বাড়ুয়াজারা ও মারাংবাঁধ জলাশয়.....এর নকশা ও ছবি

সংযোজন ৪ – মহকুমা স্তরীয় সমিতিকে নথিগুলি সরবরাহ করার সূচনার প্রাপ্তি স্বীকার। (নি. ধারা ৬ খ)

সংযোজন ৫- মহকুমা স্তরীয় সমিতিকে সমষ্টির বন সম্পদের উপর দাবির প্রক্রিয়া প্রারম্ভ করার সূচনার প্রাপ্তি স্বীকার। (নি. ১১-১খ)

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

পোষ্ট – পাথরডি, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২

যোগাযোগ – ৯৫৪৭৩৫১৩৯৮, ৯৬৪১৯৮৯৬৪২

সংযোজন ৬ – বন অধিকর্তা এবং অঞ্চল অধিকর্তাকে স্থান-পরিদর্শনের জন্য সূচনার প্রাপ্তি স্বীকার।(নি. ১২-১)

সংযোজন ৭ – সীমানা-নির্ধারণ করার জন্য প্রতিবেশী গ্রামের গ্রাম প্রধান/ওয়ার্ড সদস্যকে সূচনার প্রাপ্তি স্বীকার।(নি.১১-খ)

সংযোজন ৮ – স্থান-পরিদর্শনের কার্যবিবরণী (নি. ১২ক-১)

সংযোজন ৯ – সীমানা-নির্ধারণের কার্যবিবরণী (নি. ১২-১চ)

সংযোজন ১০ – গ্রাম সভার কার্যবিবরণী (নি. ১২-১ছ)

প্রতিলিপি দেওয়া হল –

ক) প্রকল্প আধিকারি তথা জেলা কল্যাণ আধিকারি, অনগ্রসর শ্রেনী কল্যাণ, এবং আদিবাসি উন্নয়ন দফতর, পুরুলিয়া

খ) সমষ্টি উন্নয়ন আধিকারিক, বাঘমুণ্ডী ব্লক, জেলা পুরুলিয়া

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

পোষ্ট – পাথরডি, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২
যোগাযোগ – ৯৫৪৭৩৫১৩৯৮, ৯৬৪১৯৮৯৬৪২

চিঠি নং:- দাবী পত্র/ বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া/২০২৩ তারিখ - ২৩/০৫/২০২৩

প্রতি
মহকুমা শাসক এবং
সভাপতি,
মহকুমা স্তরীয় বনাধিকার সমিতি, ঝালদা মহকুমা
জেলা - পুরুলিয়া

বিষয়- সমষ্টিগত বনাধিকার এবং সমষ্টিগত বনজ সম্পদের অধিকারের দাবির নথি

সূত্র – তফসিলি উপজাতি ও অন্যান্য চিরাচরিত বনবাসি (বনাধিকারের স্বীকৃতি) আইনের ৬(১) ধারা এবং ২০১২ এর ১১(৫) ধারা অনুযায়ী।

গত ৯/১১/২০২২ তারিখ, গ্রাম – বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া, গ্রাম-পঞ্চায়েত - বাঘমুণ্ডী, ব্লক – বাঘমুণ্ডী, জেলা – পুরুলিয়া এর সমষ্টিগত বনাধিকার এবং সমষ্টিগত বনজ সম্পদের অধিকারের দাবির বাস্তবিক সত্যতা যাচাই ও সীমানা নির্ধারণ সম্পূর্ণ হয়েছে এবং গত ১০/১১/২০২২ তারিখ, বৈধ গ্রাম সভার বৈঠকে আলোচনার মাধ্যমে এবিষয়ে যথাযথ প্রস্তাবগুলি গৃহীত হয়েছে । উক্ত দাবির নথি নিম্নলিখিত অন্যান্য নথিপত্রের সাথে পরবর্তী পদক্ষেপের জন্য আপনার কাছে পাঠানো হচ্ছে।

অনুগ্রহ করে এই সকল নথিপত্রের প্রাপ্তিস্বীকার করলে বাধিত থাকব।

- দাবিপত্র "খ" এর আওতায় বনভূমির মোট আয়তন ৫০৪ হেক্টর
- দাবিপত্র "গ" এর আওতায় বনভূমির মোট আয়তন ৫০৪ হেক্টর

- উত্তর সীমানা – অক্ষাংশ (Latitude) - $23^0 12' 49.82''$ N
  দ্রাঘিমাংশ (Longitude) - $86^0 5' 18.77''$ E
- দক্ষিণ সীমানা – অক্ষাংশ (Latitude) - $23^0 11' 22.12''$ N
  দ্রাঘিমাংশ (Longitude) - $86^0 6' 30.25''$ E
- পূর্ব সীমানা – অক্ষাংশ (Latitude) - $23^0 11' 58.92''$ N
  দ্রাঘিমাংশ (Longitude) - $86^0 5' 40.76''$ E
- পশ্চিম সীমানা – অক্ষাংশ (Latitude) - $23^0 11' 54.69''$ N
  দ্রাঘিমাংশ (Longitude) - $86^0 4' 37.47''$ E

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For P.O. C.V.T.D.W.O.
BDW. PURULIA

Office of the Sub-Divisional Officer
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Date 24/5/23
Jhalda, Purulia

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা
পোষ্ট – পাথরডি, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২
যোগাযোগ – ৯৫৪৭৩৫১৩৯৮, ৯৬৪১৯৮৯৬৪২

আপনার বিশ্বস্ত,

Marjid Murmu
.....
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা
পোঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া

উকিল হাঁসদা
.....
সম্পাদক
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা
পোঃ-পাথরডি মহকুমা-ঝালদা, জেলা-পুরুলিয়া

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভা

Sunil Tudu
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার কমিটি
পোঃ-পাথরডি জেলা-পুরুলিয়া
সভাপতি

Nagen Besra
সম্পাদক
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার কমিটি
পোঃ-পাথরডি জেলা-পুরুলিয়া
সম্পাদক

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার সমিতি

দাবিপত্র "গ" এবং "খ" এর সাথে নিম্ন-উল্লিখিত নথিগুলি সংযোজন করা হল।

সংযোজন ১ – দাবিদারের নাম ও স্বাক্ষর/আঙ্গুলের ছাপ

সংযোজন ২ – দাবি করা বনভূমির মানচিত্র (বন অধিকার নিয়ম ২০১২ ধারা ১২ (১ছ), হাত-নক্সা

সংযোজন ৩ – সমর্থনের সাক্ষ্য

১. আইনের নিয়ম ১৩ (ঝ) এর অধীনে/ আওতায়/ প্রতিবেশী গ্রামের প্রবীণ মানুষের হলফ-নামা

২. আইনের নিয়ম ১৩ (ক) অনুযায়ী একটি নথি

৩. আইনের নিয়ম ১৩ (২ গ) অনুযায়ী জাহের থান/মাঝি থান/ বিন্দু চন্দন বঙ্গা বুরু থান/শ্মশানভূমি/খেলার মাঠ/চাষের জমি/গোচারণ ভূমি/ আপার ড্যাম পিকনিক স্পট/ বামনি ঝর্ণা/ বাড়ুয়াজারা ও মারাংবাঁধ জলাশয়.....এর নকশা ও ছবি

সংযোজন ৪ – মহকুমা স্তরীয় সমিতিকে নথিগুলি সরবরাহ করার সূচনার প্রাপ্তি স্বীকার। (নি. ধারা ৬ খ)

সংযোজন ৫- মহকুমা স্তরীয় সমিতিকে সমষ্টির বন সম্পদের উপর দাবির প্রক্রিয়া প্রারম্ভ করার সূচনার প্রাপ্তি স্বীকার। (নি. ১১-১খ)

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

পোষ্ট – পাথরডি, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২
যোগাযোগ – ৯৫৪৭৩৫১৩৯৮, ৯৬৪১৯৮৯৬৪২

সংযোজন ৬ – বন অধিকর্তা এবং অঞ্চল অধিকর্তাকে স্থান-পরিদর্শনের জন্য সূচনার প্রাপ্তি স্বীকার।(নি. ১২-১)

সংযোজন ৭ – সীমানা-নির্ধারণ করার জন্য প্রতিবেশী গ্রামের গ্রাম প্রধান/ওয়ার্ড সদস্যকে সূচনার প্রাপ্তি স্বীকার।(নি.১১-খ)

সংযোজন ৮ – স্থান-পরিদর্শনের কার্যবিবরণী (নি. ১২ক-১)

সংযোজন ৯ – সীমানা-নির্ধারণের কার্যবিবরণী (নি. ১২-১চ)

সংযোজন ১০ – গ্রাম সভার কার্যবিবরণী (নি. ১২-১ছ)

প্রতিলিপি দেওয়া হল –

ক) প্রকল্প আধিকারি তথা জেলা কল্যাণ আধিকারি, অনগ্রসর শ্রেনী কল্যাণ, এবং আদিবাসি উন্নয়ন দফতর, পুরুলিয়া

খ) সমষ্টি উন্নয়ন আধিকারিক, বাঘমুণ্ডী ব্লক, জেলা পুরুলিয়া

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

পোষ্ট – পাথরডি, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২
যোগাযোগ – ৯৫৪৭৩৫১৩৯৮, ৯৬৪১৯৮৯৬৪২

চিঠি নং. দাবী পত্র/বাড়ুয়াজাড়া বাঁধঘুটু দুলগুবেড়া/২০২৩ তারিখ 28/05/23

প্রতি
মহকুমা শাসক এবং
সভাপতি
মহকুমা স্তরীয় বনাধিকার সমিতি, ঝালদা মহকুমা
জেলা - পুরুলিয়া

বিষয়- ব্যাক্তিগত বনাধিকার দাবির নথি
সূত্র – তফসিলি উপজাতি ও অন্যান্য চিরাচরিত বনবাসী (বনাধিকারের স্বীকৃতি) আইনের ৬(১) ধারা এবং ২০১২ এর ১১(৫) ধারা অনুযায়ী।

মহাশয়,

গত ৯/১১/২০২২ তারিখ, গ্রাম – বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া, গ্রাম-পঞ্চায়েত - বাঘমুণ্ডী, ব্লক – বাঘমুণ্ডী, জেলা – পুরুলিয়া এর ব্যাক্তিগত বনাধিকার দাবির বাস্তবিক সত্যতা যাচাই সম্পূর্ণ হয়েছে এবং গত ১০/১১/২০২২ তারিখ, বৈধ গ্রাম সভার বৈঠকে আলোচনার মাধ্যমে এবিষয়ে ৬১টি যথাযথ আবেদন প্রস্তাব গৃহীত হয়েছে। উক্ত দাবির নথি নিম্নলিখিত অন্যান্য নথিপত্রের সাথে পরবর্তী পদক্ষেপের জন্য আপনার কাছে পাঠানো হচ্ছে।

অনুগ্রহ করে এই সকল নথিপত্রের প্রাপ্তিস্বীকার করলে বাধিত থাকব।

আপনার বিশ্বস্ত,

Mangal Murmu
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা
পো:-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভা

ইকিল হাঁসদা
সম্পাদক
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা
পো:-পাথরডি মহকুমা-ঝালদা, জেলা-পুরুলিয়া
সম্পাদক

Sunil Tudu
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার কমিটি
সভাপতি পাথরডি জেলা-পুরুলিয়া

Nagen Besra
সম্পাদক
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার কমিটি
সম্পাদক পাথরডি জেলা-পুরুলিয়া
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার সমিতি

দাবিপত্র "ক" এর সাথে নিম্ন-উল্লিখিত নথিগুলি সংযোজন করা হল।
সংযোজন ১ – সমস্ত দাবিদারের নামের তালিকা
সংযোজন ২ – দাবি করা বনভূমির ওপর দাবিদারের ভর্তি ফর্ম, সরকারি পরিচয় পত্র, জাতিগত শংসাপত্র, হাত নক্সা

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প্রতিলিপি দেওয়া হল –
ক) প্রকল্প আধিকারি তথা জেলা কল্যাণ আধিকারি, অনগ্রসর শ্রেনী কল্যাণ এবং আদিবাসি উন্নয়ন দফতর, পুরুলিয়া জেলা
খ) সমষ্টি উন্নয়ন আধিকারিক, বাঘমুণ্ডী ব্লক, জেলা পুরুলিয়া

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

পোষ্ট – পাথরডি, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২
যোগাযোগ – ৯৫৪৭৩৫১৩৯৮, ৯৬৪১৯৮৯৬৪২

চিঠি নং. দাবী পত্র/বাড়ুয়াজাড়া বাঁধঘুটু দুলগুবেড়া/২০২৩ তারিখ 28/05/23

প্রতি
মহকুমা শাসক এবং
সভাপতি
মহকুমা স্তরীয় বনাধিকার সমিতি, ঝালদা মহকুমা
জেলা - পুরুলিয়া

বিষয়- ব্যাক্তিগত বনাধিকার দাবির নথি
সূত্র – তফসিলি উপজাতি ও অন্যান্য চিরাচরিত বনবাসী (বনাধিকারের স্বীকৃতি) আইনের ৬(১) ধারা এবং ২০১২ এর ১১(৫) ধারা অনুযায়ী।

মহাশয়,

গত ৯/১১/২০২২ তারিখ, গ্রাম – বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া, গ্রাম-পঞ্চায়েত - বাঘমুণ্ডী, ব্লক – বাঘমুণ্ডী, জেলা – পুরুলিয়া এর ব্যাক্তিগত বনাধিকার দাবির বাস্তবিক সত্যতা যাচাই সম্পূর্ণ হয়েছে এবং গত ১০/১১/২০২২ তারিখ, বৈধ গ্রাম সভার বৈঠকে আলোচনার মাধ্যমে এবিষয়ে ৬১টি যথাযথ আবেদন প্রস্তাব গৃহীত হয়েছে। উক্ত দাবির নথি নিম্নলিখিত অন্যান্য নথিপত্রের সাথে পরবর্তী পদক্ষেপের জন্য আপনার কাছে পাঠানো হচ্ছে।

অনুগ্রহ করে এই সকল নথিপত্রের প্রাপ্তিস্বীকার করলে বাধিত থাকব।

আপনার বিশ্বস্ত,

Mangal Murmu
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা
পোঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভা

উষিল হাঁসদা
সম্পাদক
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা
পোঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া
সম্পাদক

Sunil Tudu
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার কমিটি
পোঃ-পাথরডি জেলা-পুরুলিয়া
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার সমিতি

Nagen Besra
সম্পাদক
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার কমিটি
সম্পাদক পাথরডি জেলা-পুরুলিয়া

দাবিপত্র "ক" এর সাথে নিম্ন-উল্লিখিত নথিগুলি সংযোজন করা হল।
সংযোজন ১ – সমস্ত দাবিদারের নামের তালিকা
সংযোজন ২ – দাবি করা বনভূমির ওপর দাবিদারের ভর্তি ফর্ম, সরকারি পরিচয় পত্র, জাতিগত শংসা পত্র ও হাত নক্সা

প্রতিলিপি দেওয়া হল –
ক) প্রকল্প আধিকারি তথা জেলা কল্যাণ আধিকারি, অনগ্রসর শ্রেনী কল্যাণ, এবং আদিবাসি উন্নয়ন দফতর, পুরুলিয়া জেলা
খ) সমষ্টি উন্নয়ন আধিকারিক, বাঘমুণ্ডী ব্লক, জেলা পুরুলিয়া

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

পোষ্ট – পাথরডি, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২
যোগাযোগ – ৯৫৪৭৩৫১৩৯৮, ৯৬৪১৯৮৯৬৪২

চিঠি নং দাবী পত্র/বাড়ুয়াজাড়া বাঁধঘুটু দুলগুবেড়া/২০২৩

তারিখ ২৩/০৫/২০২৩

প্রতি
মহকুমা শাসক এবং
সভাপতি
মহকুমা স্তরীয় বনাধিকার সমিতি, ঝালদা মহকুমা
জেলা - পুরুলিয়া

বিষয়- ব্যাক্তিগত বনাধিকার দাবির নথি
সূত্র – তফসিলি উপজাতি ও অন্যান্য চিরাচরিত বনবাসী (বনাধিকারের স্বীকৃতি) আইনের ৬(১) ধারা এবং ২০১২ এর ১১(৫) ধারা অনুযায়ী।

মহাশয়,

গত ৯/১১/২০২২ তারিখ, গ্রাম – বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া, গ্রাম-পঞ্চায়েত - বাঘমুণ্ডী, ব্লক – বাঘমুণ্ডী, জেলা – পুরুলিয়া এর ব্যাক্তিগত বনাধিকার দাবির বাস্তবিক সত্যতা যাচাই সম্পূর্ণ হয়েছে এবং গত ১০/১১/২০২২ তারিখ, বৈধ গ্রাম সভার বৈঠকে আলোচনার মাধ্যমে এবিষয়ে ~~৫৮~~ ৫৯টি যথাযথ আবেদন প্রস্তাব গৃহীত হয়েছে। উক্ত দাবির নথি নিম্নলিখিত অন্যান্য নথিপত্রের সাথে পরবর্তী পদক্ষেপের জন্য আপনার কাছে পাঠানো হচ্ছে।

Mongal Murmu
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলুগুবেড়া গ্রামসভা
পোঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া

অনুগ্রহ করে এই সকল নথিপত্রের প্রাপ্তিস্বীকার করলে বাধিত থাকব।

আপনার বিশ্বস্ত,

Mangal Murmu ..... সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলুগুবেড়া গ্রামসভা
পোঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভা

ঔকিলা হাঁসদা ..... সম্পাদক
বাড়ুয়াজারা বাঁধঘুটু দুলুগুবেড়া গ্রামসভা
পোঃ-পাথরডি মহকুমা-ঝালদা, জেলা-পুরুলিয়া
সম্পাদক

Sunil Tudu ..... সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলুগুবেড়া বনাধিকার কমিটি
পোঃ-পাথরডি জেলা-পুরুলিয়া
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার সমিতি

Nagen Besra ..... সম্পাদক
বাড়ুয়াজারা বাঁধঘুটু দুলুগুবেড়া বনাধিকার কমিটি
পোঃ-পাথরডি জেলা-পুরুলিয়া
সম্পাদক

দাবিপত্র "ক" এর সাথে নিম্ন-উল্লিখিত নথিগুলি সংযোজন করা হল।

সংযোজন ১ – সমস্ত দাবিদারের নামের তালিকা

সংযোজন ২ – দাবি করা বনভূমির ওপর দাবিদারের ভর্তি ফর্ম, সরকারি পরিচয় পত্র, জাতিগত শংসা পত্র ও হাত নক্সা

প্রতিলিপি দেওয়া হল –
ক) প্রকল্প আধিকারি তথা জেলা কল্যাণ আধিকারি, অনগ্রসর শ্রেনী কল্যাণ, এবং আদিবাসি উন্নয়ন দফতর, পুরুলিয়া জেলা
খ) সমষ্টি উন্নয়ন আধিকারিক, বাঘমুণ্ডী ব্লক, জেলা পুরুলিয়া

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভা

পোষ্ট – পাথরডি, থানা – বাগমুণ্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২
যোগাযোগ – ৯৫৪৭৩৫১৩৯৮ , ৯৬৪১৯৮৬৪২

বনাধিকার আইন ২০০৬ অনুযায়ী পুরুলিয়া জেলার বাঘমুণ্ডি ব্লকের বাগমুণ্ডি গ্রাম পঞ্চায়েতের বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভার বনাধিকার কমিটির পক্ষ থেকে দখলীকৃত বাস্তু ও চাষের জমির আইন অনুযায়ী দখল স্বীকৃতি পাওয়ার জন্য নামের তালিকা :

ক্র নং	পরিবারের কর্তা ও সদস্যদের নাম	পিতা / স্বামী	বয়স	সম্পর্ক	দখলীকৃত বাস্তু জমি	দখলীকৃত চাষের জমি
১	অজিত হাঁসদা ২) পেমলা হাঁসদা ৩) পঞ্চানন হাঁসদা	পিঃ শ্রাবন স্ত্রীঃ অজিত পিঃ অজিত	৪২ বঃ ৩৪ বঃ ১৪ বঃ	কর্তা স্ত্রী পুত্র	–	১৪৪ ডেঃ
	৩) শিবচরন হাঁসদা	পিঃ অজিত	১১ বঃ	পুত্র		
২	অনিল হাঁসদা ২) রুপুমনি হেমব্রম	পিঃ হাপারু স্ত্রীঃ অনিল	২৪ বঃ ২২ বঃ	কর্তা স্ত্রী		১৭৫ঃ
৩	অনিল চঁড়ে ২) রুপুমনি চঁড়ে	পিঃ সোনারাম স্ত্রীঃ সমারাম	৪৩ বঃ ৬৫ বঃ	কর্তা মাতা		১৩৪ ডেঃ
	২) শুকুর মনি চঁড়ে ৩) সোমনাথ চঁড়ে	স্ত্রীঃ অনিল পিঃ অনিল	৩৪ বঃ ১৪ বঃ	স্ত্রী পুত্র		
	৪) লুমা চঁড়ে	পিঃ অনিল	১৩ বঃ	পুত্র		
৪	ধীরেন চঁড়ে ২) মায়া চঁড়ে	পিঃ- শুকুর রাম চঁড়ে স্ত্রীঃ- ধীরেন চঁড়ে	৩২ বঃ ৩২ বঃ	কর্তা স্ত্রী কন্যা		২৩ ডেঃ
	২) মনকাশি চঁড়ে	পিঃ- ধীরেন চঁড়ে	৪ বঃ			
৫	বলরাম হাঁসদা ২- মহেশ্বরী হাঁসদা	পিঃ - কাঁকা হাঁসদা স্ত্রীঃ- বলরাম হাঁসদা	৫২ বঃ ৪৬ বঃ	কর্তা স্ত্রী		১৭৬ ডেঃ
	২) প্রমেশ্বর হাঁসদা ৩) লক্ষ্মন হাঁসদা	পিঃ বলরাম হাঁসদা পিঃ বলরাম হাঁসদা	২৪ বঃ ২২ বঃ	পুত্র পুত্র		
৬	মনোহর হাঁসদা ২) মাটি হাঁসদা	পিঃ সুকরাম হাঁসদা স্ত্রীঃ সুকরাম হাঁসদা	২৫ বঃ ৫০ বঃ	কর্তা মাতা		২৮১ ডেঃ
	২) অভিজ্ঞা হাঁসদা ৩) মাশিল হাঁসদা	স্ত্রীঃ মনোহর হাঁসদা পিঃ মনোহর হাঁসদা	২০ বঃ ৫ বঃ	স্ত্রী পুত্র		

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভা

পোষ্ট – পাথরডি, থানা – বাঘমুণ্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২

যোগাযোগ – ৯৫৪৭৩৫১৩৯৮ , ৯৬৪১৯৮৬৪২

বনাধিকার আইন ২০০৬ অনুযায়ী পুরুলিয়া জেলার বাঘমুণ্ডি ব্লকের বাগমুণ্ডি গ্রাম পঞ্চায়েতের বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভার বনাধিকার কমিটির পক্ষ থেকে দখলীকৃত বাস্তু ও চাষের জমির আইন অনুযায়ী দখল স্বীকৃতি পাওয়ার জন্য নামের তালিকা :

ক্র নং	পরিবারের কর্তা ও সদস্যদের নাম	পিতা / স্বামী	বয়স	সম্পর্ক	দখলীকৃত বাস্তু জমি	দখলীকৃত চাষের জমি
৭	১) মনীরাম হাঁসদা ২) ভিরাসনি হাঁসদা	লিঃ কাঁকা হাঁসদা স্বাঃ মনীরাম হাঁসদা	৩৭ বঃ ৩২ বঃ	কর্তা স্ত্রী		৩৩ ডেঃ
	২) প্রদীপ হাঁসদা	লিঃ- মনীরাম হাঁসদা	১৭ বঃ	পুত্র		
৮	সর্বেশ্বর হাঁসদা	লিঃ- কানুরাম হাঁসদা	৩৪ বঃ	কর্তা		১১২ ডেঃ
৯	বিভুনাথ মুর্মু ২) সাবিত্রী মুর্মু ২) সাবিত্রী মুর্মু	লিঃ বাউরী মুর্মু স্বাঃ বৈদ্যুনাথ মুর্মু লিঃ বৈদ্যুনাথ মুর্মু	২৮ বঃ ২৩ বঃ ২½ বঃ	কর্তা স্ত্রী পুত্র		৩০ ডেঃ
১০	মকর টুডু ২) রামেশ্বর টুডু ২) উমেশ্বর টুডু	লিঃ ধামিরাস মার্কি লিঃ মকর টুডু লিঃ- মকর টুডু	৬৭ বঃ ৪২ বঃ ৩৮ বঃ	কর্তা পুত্র পুত্র		৪২ ডেঃ
১১	লক্ষ্মীকরনাথ টুডু ২) ভারতি টুডু	লিঃ শিবনাথ টুডু স্বাঃ লক্ষ্মীনাথ টুডু	২৭ বঃ ২৭ বঃ	কর্তা স্ত্রী		৩৪ ডেঃ
	২) লক্ষ্মণ টুডু ৩) চন্দ্রনাথ টুডু	লিঃ লক্ষ্মীনাথ টুডু লিঃ লক্ষ্মীনাথ টুডু	২১ বঃ ১৯ বঃ	পুত্র পুত্র		
১২	সুলোচন চঁড়ে ২) এসোকি চঁড়ে ২) সোনালি চঁড়ে	লিঃ লক্ষ্মীনাথ চঁড়ে স্বাঃ সুলোচন চঁড়ে লিঃ সুলোচন চঁড়ে	২৬ বঃ ২০ বঃ ৩ বঃ	কর্তা স্ত্রী কন্যা		২৬ ডেঃ
১৩	সুশীল হাঁসদা	লিঃ রাজকর হাঁসদা	২০ বঃ	কর্তা		১৭ ডেঃ

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভা

পোষ্ট – পাথরডি, থানা – বাগমুণ্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২

যোগাযোগ – ৯৫৪৭৩৫১৩৯৮ , ৯৬৪১৯৮৬৪২

বনাধিকার আইন ২০০৬ অনুযায়ী পুরুলিয়া জেলার বাঘমুণ্ডি ব্লকের বাগমুণ্ডি গ্রাম পঞ্চায়েতের বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভার বনাধিকার কমিটির পক্ষ থেকে দখলীকৃত বাস্তু ও চাষের জমির আইন অনুযায়ী দখল স্বীকৃতি পাওয়ার জন্য নামের তালিকা :

ক্র নং	পরিবারের কর্তা ও সদস্যদের নাম	পিতা / স্বামী	বয়স	সম্পর্ক	দখলীকৃত বাস্তু জমি	দখলীকৃত চাষের জমি
২৪	১) বিনোদ মুর্মু ২) বাসকি মুর্মু	লি: বাউরী মুর্মু স্ত্রী: বিনোদ মুর্মু	২৬ ব: ৩৫ ব:	কর্তা স্ত্রী		৩০ডি:
	২) অন্নপূর্ণা মুর্মু	লি: বিনোদ মুর্মু	২½ ব:	কন্যা		
২৫	১) উকিল হাঁসদা ২) সাবিত্রী হাঁসদা	লি: কাঁকা হাঁসদা স্ত্রী: উকিল হাঁসদা	৩৭ ব: ৩৫ ব:	কর্তা স্ত্রী		৪৪৬ডি:
	২) সাগুন হাঁসদা	লি: উকিল হাঁসদা	১৯ ব:	পুত্র		
২৬	১) দুলারাম হাঁসদা ২) লখিন্দর হাঁসদা	লি: লাবিন হাঁসদা স্ত্রী: দুলারাম হাঁসদা	২৬ ব: ২২ ব:	কর্তা স্ত্রী		২৮ডি:
২৭	১) বাবুরলাল উঁড়ে ২) কেশরি উঁড়ে	লি: রতন উঁড়ে স্ত্রী: বাবুরলাল উঁড়ে	৬২ব: ৫৯ ব:	কর্তা স্ত্রী		৩৩৯ডি:
	১) সুপেন্দর উঁড়ে ২) ধীরেন উঁড়ে	লি: বাবুরলাল উঁড়ে লি: বাবুরলাল উঁড়ে	২৮ ব: ৩২ ব:	পুত্র পুত্র		
২৮	১) লাবিন হাঁসদা ২) মলিন হাঁসদা	লি: দুবাই হাঁসদা লি: লাবিন হাঁসদা	৬৭ ব: ৩৭ ব:	কর্তা পুত্র		১৪৬ডি:
	১) রামকৃষ্ণ হাঁসদা ২) দুলারাম হাঁসদা	লি: লাবিন হাঁসদা লি: লাবিন হাঁসদা	৩০ ব: ২৬ ব:	পুত্র পুত্র		
২৯	১) বাউরী মুর্মু ২) রংলু মুর্মু	লি: সাধু মুর্মু স্ত্রী: বাউরী মুর্মু	৮৭ ব: ৭৭ ব:	কর্তা স্ত্রী		২৪৬ডি:
	১) বৈদ্যনাথ মুর্মু ২) বিনোদ মুর্মু	লি: বাউরী মুর্মু লি: বাউরী মুর্মু	২৮ ব: ২৬ ব:	পুত্র পুত্র		
	১) সুমিত্রা মুর্মু ২) বাসকী মুর্মু	পুত্রবধূ - বাউরী মুর্মু পুত্রবধূ - বাউরী মুর্মু	২৩ ব: ৩৫ ব:	কন্যা কন্যা		

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভা

পোষ্ট – পাথরডি, থানা – বাগমুণ্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২
যোগাযোগ – ৯৫৪৭৩৫১৩৯৮ , ৯৬৪১৯৮৬৪২

বনাধিকার আইন ২০০৬ অনুযায়ী পুরুলিয়া জেলার বাঘমুণ্ডি ব্লকের বাগমুণ্ডি গ্রাম পঞ্চায়েতের বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভার বনাধিকার কমিটির পক্ষ থেকে দখলীকৃত বাস্তু ও চাষের জমির আইন অনুযায়ী দখল স্বীকৃতি পাওয়ার জন্য নামের তালিকা :

ক্র নং	পরিবারের কর্তা ও সদস্যদের নাম	পিতা / স্বামী	বয়স	সম্পর্ক	দখলীকৃত বাস্তু জমি	দখলীকৃত চাষের জমি
	১) সাবিত্রী মুর্মু	হেমব্রম মুর্মু	২½ ব:	নাতি		
	২) অনুপ্রভা মুর্মু	বিনোদ মুর্মু	২½ ব:	নাতনী		
২০	রামলাল হাঁসদা	পিতা: লাবিন হাঁসদা	৩০ ব:	কর্তা		৪১ ডে:
	২) তারুণী হাঁসদা	স্ত্রী: রামলাল হাঁসদা	২২ ব:			
	১) রুপালী হাঁসদা	পিং: রামলাল হাঁসদা	৮ ব:			
	২) সাগেন হাঁসদা	পিং: রামলাল হাঁসদা	৫ ব:			
২১	শ্রীকান্ত টুডু	পিং: চরন টুডু	৪২ ব:	কর্তা		২২৪ ডে:
	২) সুজনী টুডু	স্ত্রী: - শ্রীকান্ত টুডু	৪৭ ব:	স্ত্রী		
	১) সুশীল টুডু	পিং: শ্রীকান্ত টুডু	২০ ব:	পুত্র		
	২) চরন টুডু	পিং: ঈশ্বর টুডু	৮২ ব:	পিতা		
২২	মুকুন্দ টুডু	পিং: লবদ টুডু	৫৩ ব:	কর্তা		১৩৩ ডে:
	২) মকরমনি টুডু	স্ত্রী: মুকুন্দ টুডু	৪৫ ব:	স্ত্রী		
	১) ছটলাল টুডু	পিং: মুকুন্দ টুডু	২৪ ব:	পুত্র		
২৩	মাবিন হাঁসদা	পিং: লাবিন হাঁসদা	২৭ ব:	কর্তা		১৩৭ ডে:
	২) রাকেশ হাঁসদা	পিং: মাবিন হাঁসদা	২২ ব:	পুত্র		
	১) রাজেশ হাঁসদা	পিং: মাবিন হাঁসদা	১ ব:	পুত্র		
২৪	জয়রাম হাঁসদা	পিং: শ্রাবন হাঁসদা	৩৪ ব:	কর্তা		১৬৩ ডে
	২) লাবি হাঁসদা	স্ত্রী: জয়রাম হাঁসদা	৩২ ব:	স্ত্রী		
	১) আকাশ হাঁসদা	পিং: জয়রাম হাঁসদা	৬ ব:	পুত্র		
২৫	মদন হাঁসদা	পিং: নলেন হাঁসদা	২৫ ব:	কর্তা		৫৩ ডে

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভা

পোষ্ট – পাথরডি, থানা – বাগমুণ্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২

যোগাযোগ – ৯৫৪৭৩৫১৩৯৮ , ৯৬৪১৯৮৬৪২

বনাধিকার আইন ২০০৬ অনুযায়ী পুরুলিয়া জেলার বাঘমুণ্ডি ব্লকের বাগমুণ্ডি গ্রাম পঞ্চায়েতের বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভার বনাধিকার কমিটির পক্ষ থেকে দখলীকৃত বাস্তু ও চাষের জমির আইন অনুযায়ী দখল স্বীকৃতি পাওয়ার জন্য নামের তালিকা :

ক্র নং	পরিবারের কর্তা ও সদস্যদের নাম	পিতা / স্বামী	বয়স	সম্পর্ক	দখলীকৃত বাস্তু জমি	দখলীকৃত চাষের জমি
২৬	কালিরাম হাঁসদা	লিঃ নগেন হাঁসদা	২১ বঃ	কর্তা		৩০ ডেঃ
২৭	১) ঢোলারাম হাঁসদা	লিঃ শ্রীমন হাঁসদা	৪৬ বঃ	কর্তা		১৭৩ ডেঃ
	২) সরলা হাঁসদা	স্বাঃ ঢোলারাম হাঁসদা	৩৯ বঃ	স্ত্রী		
	২) রুলালী হাঁসদা	স্বাঃ ঢোলারাম হাঁসদা	২৮ বঃ	স্ত্রী		
	৩) শুকনুলা হাঁসদা	লিঃ ঢোলারাম হাঁসদা	২০ বঃ	কন্যা		
২৮	লক্ষ্মণ মুর্মু	লিঃ শুকলারাম হাঁসদা	৪৮ বঃ	কর্তা		৩০ ডেঃ
	২) বৈদ্যনাথ মুর্মু	লিঃ লক্ষ্মণ মুর্মু	৩০ বঃ	পুত্র		
	২) বক্রেশ্বর মুর্মু	লিঃ লক্ষ্মণ মুর্মু	২৯ বঃ	পুত্র		
	৩) সনেশ্বর মুর্মু	লিঃ লক্ষ্মণ মুর্মু	২২ বঃ	〃		
	৪) সবির মুর্মু	লিঃ লক্ষ্মণ মুর্মু	৬ বঃ	〃		
২৯	ফাগুন হাঁসদা	লিঃ শ্রীমন হাঁসদা	৪৮ বঃ	কর্তা		৯৪ ডেঃ
	২) দিগম্বরি হাঁসদা	স্বাঃ ফাগুন হাঁসদা	৩৫ বঃ	পত্নী		
	২) কানাকুল্লা হাঁসদা	লিঃ ফাগুন হাঁসদা	২২ বঃ	পুত্র		
৩০	বাবুরাম হাঁসদা	লিঃ বৈদ্যনাথ হাঁসদা	৪৮ বঃ	কর্তা		১২৮ ডেঃ
	২) ফাঁদলী হাঁসদা	স্বাঃ বাবুরাম হাঁসদা	৩৪ বঃ	পত্নী		
	২) বিকাশ হাঁসদা	লিঃ বাবুরাম হাঁসদা	২৯ বঃ	পুত্র		
	৩) সকো হাঁসদা	লিঃ বাবুরাম হাঁসদা	২৪ বঃ	পুত্র		
৩১	পরশুরাম হাঁসদা	পিঃ হাসরু হাঁসদা	৪২ বঃ	কর্তা		১৭ ডেঃ
৩২	ঈশ্বর হাঁসদা	পিঃ হাসরু হাঁসদা	১৮ বঃ	কর্তা		১৭ ডেঃ

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভা

পোষ্ট – পাথরডি, থানা – বাগমুণ্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২

যোগাযোগ – ৯৫৪৭৩৫১৩৯৮ , ৯৬৪১৯৮৬৪২

বনাধিকার আইন ২০০৬ অনুযায়ী পুরুলিয়া জেলার বাঘমুণ্ডি ব্লকের বাগমুণ্ডি গ্রাম পঞ্চায়েতের বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভার বনাধিকার কমিটির পক্ষ থেকে দখলীকৃত বাস্তু ও চাষের জমির আইন অনুযায়ী দখল স্বীকৃতি পাওয়ার জন্য নামের তালিকা :

ক্র নং	পরিবারের কর্তা ও সদস্যদের নাম	পিতা / স্বামী	বয়স	সম্পর্ক	দখলীকৃত বাস্তু জমি	দখলীকৃত চাষের জমি
৩৩	১) চুনারাম হাঁসদা	পিঃ আরন হাঁসদা	৩১ বঃ	কর্তা		১২ডেঃ
	২) সান্তিলা হাঁসদা	স্ত্রীঃ চুনারাম হাঁসদা	২২ বঃ	স্ত্রী		
	১) ক্ষুকুনাথ হাঁসদা	পিঃ চুনারাম হাঁসদা	১৪ বঃ	পুত্র		
	২) সুনত. হাঁসদা	পিঃ চুনারাম হাঁসদা	৮ বঃ	পুত্র		
৩৪	১) রবি হাঁসদা	পিঃ চুবাই হাঁসদা	৭৩ বঃ	কর্তা		৮০ডেঃ
	২) কাজলী হাঁসদা	স্ত্রীঃ রবি হাঁসদা	৪৩ বঃ	স্ত্রী		
	১) রাহুল হাঁসদা	পিঃ রবি হাঁসদা	১১ বঃ	পুত্র		
৩৫	বিহারী মান্ডি	পিঃ জগন্নাথ মান্ডি	৫৪ বঃ	কর্তা		১৩৮ডেঃ
	২) সাদরী মান্ডি	স্ত্রীঃ বিহারী মান্ডি	৪৭ বঃ	স্ত্রী		
	১) সন্তোষ মান্ডি	পিঃ বিহারী মান্ডি	২১ বঃ	পুত্র		
	২) নগেন মান্ডি	পিঃ বিহারী মান্ডি	১৮ বঃ	পুত্র		
৩৬	মুনারাম মান্ডি	পিঃ রায় বিজ্ঞ মান্ডি	২৮ বঃ			২০৮ডেঃ
	১) বিচিত্রামনি মান্ডি	স্ত্রীঃ মুনারাম মান্ডি	১৮ বঃ			
৩৭	অমেশ্বর মুর্মু	পিঃ ঘন্টু মুর্মু	৫৪ বঃ	কর্তা		২৬২ডেঃ
	১) মালতি মুর্মু	স্ত্রীঃ অমেশ্বর মুর্মু	২৪ বঃ	স্ত্রী		
	২) কার্ত্তিক মুর্মু	পিঃ অমেশ্বর মুর্মু	১৫ বঃ	পুত্র		
	৩) পূর্ণচন্দ্র মুর্মু	পিঃ অমেশ্বর মুর্মু	১৬ বঃ	পুত্র		
	৪) বাসন্তী মুর্মু	স্ত্রীঃ কার্ত্তিক মুর্মু	১৪ বঃ	পুত্রবধূ		
	৫) সাহিলা মুর্মু	পিঃ কার্ত্তিক মুর্মু	১২ বঃ	নাতি		
৩৮	মঙ্গল মুর্মু	পিঃ ঘন্টু মুর্মু	৪৯ বঃ	কর্তা		২৬২ডেঃ
	১) হেমলা মুর্মু	স্ত্রীঃ মঙ্গল মুর্মু	৪৯ বঃ	স্ত্রী		
	২) ফিরু মুর্মু	পিঃ মঙ্গল মুর্মু	১৫ বঃ	পুত্র		
	৩) কানাই মুর্মু	পিঃ মঙ্গল মুর্মু	১৫ বঃ	পুত্র		
	৪) তিলকা মুর্মু	পিঃ মঙ্গল মুর্মু	১৪ বঃ	পুত্র		
	৫) বিরসা মুর্মু	পিঃ মঙ্গল মুর্মু	১২ বঃ	পুত্র		

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভা

পোষ্ট – পাথরডি, থানা – বাগমুণ্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২

যোগাযোগ – ৯৫৪৭৩৫১৩৯৮ , ৯৬৪১৯৮৬৪২

বনাধিকার আইন ২০০৬ অনুযায়ী পুরুলিয়া জেলার বাঘমুণ্ডি ব্লকের বাগমুণ্ডি গ্রাম পঞ্চায়েতের বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভার বনাধিকার কমিটির পক্ষ থেকে দখলীকৃত বাস্তু ও চাষের জমির আইন অনুযায়ী দখল স্বীকৃতি পাওয়ার জন্য নামের তালিকা :

ক্র নং	পরিবারের কর্তা ও সদস্যদের নাম	পিতা / স্বামী	বয়স	সম্পর্ক	দখলীকৃত বাস্তু জমি	দখলীকৃত চাষের জমি
৩৯	ছকড়াসিং মাঝি (১) সোহাগী মাঝি	পিঃ রঘু মাঝি স্বাঃ - ছকড়াসিং মাঝি	৪৩ বঃ ৩২ বঃ	কর্তা স্ত্রী		৭৮ ডেঃ
	(২) দিপালী মাঝি (৩) সুনিতা মাঝি (৪) কোয়ালী মাঝি	নিঃ ছকড়াসিং মাঝি নিঃ ছকড়াসিং মাঝি নিঃ ছকড়াসিং মাঝি	১২ বঃ ৮ বঃ ৫ বঃ	কন্যা কন্যা কন্যা		
৪০	রামজন মাঝি (১) নির্মলা মাঝি	পিঃ রঘু মাঝি স্বাঃ রামজন মাঝি	৩০ বঃ ২৬ বঃ	কর্তা স্ত্রী		৪১ ডেঃ
৪১	রামধন মাঝি ১) রাধিকা মাঝি	পিঃ রঘু মাঝি স্বাঃ রামধন মাঝি	৩২ বঃ ৩০ বঃ	কর্তা স্ত্রী		৪১ ডেঃ
	২) রাইমা মাঝি	পিঃ - রামধন মাঝি	৫ বঃ	কন্যা		
৪২	চুনারাম মাণ্ডি ১) সুনিতা মাণ্ডি ২) বিশ্বজিত মাণ্ডি	পিঃ রামজিত মাণ্ডি স্বাঃ চুনারাম মাণ্ডি পিঃ চুনারাম মাণ্ডি	৩৪ বঃ ৩৩ বঃ ২ বঃ	কর্তা স্ত্রী পুত্র		২৫৮ ডে
৪৩	সুভাস মুর্মু ১) গুরুবারি মুর্মু	পিঃ রূপাই মুর্মু স্বাঃ সুভাস মুর্মু	২৫ বঃ ২৯ বঃ	কর্তা স্ত্রী		৯২ ডেঃ
	২) সুভ্রজিত মুর্মু ৩) অভ্রজিত মুর্মু	পিঃ সুভাস মুর্মু পিঃ সুভাস মুর্মু	৬ বঃ ৩ বঃ	পুত্র পুত্র		
৪৪	ধনিরাম মুর্মু ১) সুরুজমনি মুর্মু	পিঃ রূপাই মুর্মু স্বাঃ ধনিরাম মুর্মু	৩৮ বঃ ৩০ বঃ	কর্তা স্ত্রী		৯২ ডেঃ
	২) বিবান মুর্মু ৩) জীতারাম মুর্মু	পিঃ ধনিরাম মুর্মু পিঃ ধনিরাম মুর্মু	১০ বঃ ৩ বঃ	পুত্র পুত্র		
৪৫	মোহন মুর্মু ১) ভাবতী মুর্মু	পিঃ রূপাই মুর্মু স্বাঃ মোহন মুর্মু	৩৯ বঃ ২৯ বঃ	কর্তা স্ত্রী		৯২ ডেঃ
	২) তার পনা মুর্মু	পিঃ মোহন মুর্মু	৭ বঃ	পুত্র		

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পোষ্ট – পাথরডি, থানা – বাগমুণ্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২

যোগাযোগ – ৯৫৪৭৩৫১৩৯৮ , ৯৬৪১৯৮৬৪২

বনাধিকার আইন ২০০৬ অনুযায়ী পুরুলিয়া জেলার বাঘমুণ্ডি ব্লকের বাগমুণ্ডি গ্রাম পঞ্চায়েতের বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভার বনাধিকার কমিটির পক্ষ থেকে দখলীকৃত বাস্তু ও চাষের জমির আইন অনুযায়ী দখল স্বীকৃতি পাওয়ার জন্য নামের তালিকা :

ক্র নং	পরিবারের কর্তা ও সদস্যদের নাম	পিতা / স্বামী	বয়স	সম্পর্ক	দখলীকৃত বাস্তু জমি	দখলীকৃত চাষের জমি
৪৬	১) নগেন বেসরা ২) হলুদ মণি বেসরা	পি: গুরুপদ বেসরা স্ত্রী নগেন বেসরা	৩৮ব: ৩৬ব:	কর্তা স্ত্রী		২৬৭ডে:
৪৭	১) সাগেন মাণ্ডি ২) জোমবরি মাণ্ডি	পি: ঊ কিসুন মাণ্ডি স্ত্রী: পিকমুন মাণ্ডি	৩৯ব: ৩৬ব:	কর্তা স্ত্রী		৩৬ডে:
	৩) মিংরেজ মাণ্ডি	পি: সাগেন মাণ্ডি	৯ব:	পুত্র		
৪৮	১) শীকাতি বেসরা ২) বাবি বেসরা	পি: গুরুপদ বেসরা স্ত্রী: শীকাতি বেসরা	৩৭ব: ৩২ব:	কর্তা স্ত্রী		১৬৭ডে:
	৩) বিক্রম বেসরা ৪) সুদেন বেসরা	পি শীকাতি বেসরা পি: শীকাতি বেসরা	২৬ব: ১৯ব:	পুত্র পুত্র		
৪৯	১) কালিরাম মাণ্ডি ২) হরবিনি মাণ্ডি	পি: রামসিং মাণ্ডি স্ত্রী: কালিরাম মাণ্ডি	২২ব: ২২ব:	কর্তা স্ত্রী		২৮৫ডে:
	২) সেতেন মাণ্ডি	পি: কালিরাম মাণ্ডি	২ব:	পুত্র		
৫০	১) কঁকা টুডু ২) বাগা মুনি টুডু ৩) রমনি টুডু	পি: ভুমন টুডু স্ত্রী - কঁকা টুডু পি: কঁকা টুডু	৭৮ব: ৭২ব: ২২ব:	কর্তা স্ত্রী কন্যা		৭১ডে:
৫১	১) শিবনাথ টুডু ২) কাজলী টুডু ৩) ঠাকুর দাসী টুডু	পি: ধাসিরাম টুডু স্ত্রী শিবনাথ টুডু পি শিবনাথ টুডু	৪৯ব: ৪৫ ২৮	কর্তা স্ত্রী পুত্র		২২ডে:
৫২	১) উমেশ্বর টুডু ২) শীতলী টুডু	পি: মকর টুডু স্ত্রী: উমেশ্বর টুডু	৩৬ ৩৪	কর্তা স্ত্রী		২৬ডে:
	৩) সোমবরি টুডু ৪) পারমিতা টুডু	পি উমেশ্বর টুডু পি: উমেশ্বর টুডু	১২ ৩	কন্যা কন্যা		
৫৩	১) রামচন্দ্র হাঁসদা ২) সন্তিলা হাঁসদা ৩) সুরপাল হাঁসদা	পি কঁকা হাঁসদা স্ত্রী: রামচন্দ্র হাঁসদা পি: রামচন্দ্র হাঁসদা	৪৮ ৪২ ৫	কর্তা স্ত্রী পুত্র		১৫৪ডে:

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পোষ্ট - পাথরডি, থানা - বাগমুণ্ডি, মহকুমা - ঝালদা, জেলা - পুরুলিয়া, পিন - ৭২৩১৫২

যোগাযোগ - ৯৫৪৭৩৫১৩৯৮ , ৯৬৪১৯৮৬৪২

বনাধিকার আইন ২০০৬ অনুযায়ী পুরুলিয়া জেলার বাঘমুণ্ডি ব্লকের বাগমুণ্ডি গ্রাম পঞ্চায়েতের বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভার বনাধিকার কমিটির পক্ষ থেকে দখলীকৃত বাস্তু ও চাষের জমির আইন অনুযায়ী দখল স্বীকৃতি পাওয়ার জন্য নামের তালিকা :

ক্র নং	পরিবারের কর্তা ও সদস্যদের নাম	পিতা / স্বামী	বয়স	সম্পর্ক	দখলীকৃত বাস্তু জমি	দখলীকৃত চাষের জমি
৫৪	অঘোর মান্ডি ① শিউমনি মান্ডি	ঁ মনসা মান্ডি স্বা: অঘোর মান্ডি	৫৩ ব: ৪৮ ব:	কর্তা স্ত্রী	-	১৫ ডি:
	② মানিক মান্ডি	পু: অঘোর মান্ডি	১২ ব:	পু:		
৫৫	পুইতু মান্ডি ① সরলা মাণ্ডি	ঁ মনসা মান্ডি স্বা: পইতু মান্ডি	৪৫ ব: ৪২ ব:	কর্তা স্ত্রী		১৫ ডি:
	② মাজন মান্ডি ③ সনদীপ মান্ডি	পু: পইতু মান্ডি পু: পইতু মান্ডি	২৫ ব: ৮ ব:	পুত্র পুত্র		
৫৬	রামকৃষ্ণ হাঁসদা	পিতা: ফাগু হাঁসদা	২৩ ব:	~~পতি~~ কর্তা		৪০ ডি:
	① সন্তিলা হাঁসদা	স্বা: রামকৃষ্ণ হাঁসদা	২০	স্ত্রী		
৫৭	শ্রাবন হাঁসদা ① গয়ামনী হাঁসদা	পি: বাবুরাম হাঁসদা স্বা:- শ্রাবন হাঁসদা	৫৩ ব: ৭৯ ব:	কর্তা স্ত্রী:		৪৫ ডি:
	② ফাগু হাঁসদা	পিতা:- শ্রাবন হাঁসদা	৪৮ ব:	পিতা		
৫৮	জগন্নাথ হাঁসদা ① সুমিত্রা হাঁসদা ② সিদাম হাঁসদা	পি: ঁ চেতন হাঁসদা স্ত্রী: জগন্নাথ হাঁসদা পি: জগন্নাথ হাঁসদা	৪৬ ব: ৪৪ ব: ১২ ব:	কর্তা স্ত্রী পুত্র		৯০ ডি:
৫৯	জ্যোতিলাল হাঁসদা ① সুখিলা হাঁসদা ② সাইনা হাঁসদা ③ সুসার হাঁসদা	পি: ঁ মনসারাম হাঁসদা স্বা: জ্যোতিলাল হাঁসদা পি: জ্যোতিলাল হাঁসদা পি: জ্যোতিলাল হাঁসদা	২৬ ব: ২২ ব: ৪ ব: ৬ মাস	পিতা স্ত্রী কন্যা পুত্র		১৪৭ ডি:
৬০	পতিলাল হাঁসদা ① আবনী হাঁসদা	পি: ঁ মনসারাম হাঁসদা স্বা:- ঁ মনসারাম হাঁসদা	২৪ ব: ২৫ ব:	পিতা মাতা	১	১৪৭ ডি:
৬১	যতিলাল হাঁসদা ① আবনী হাঁসদা	পিতা: ঁ মনসারাম হাঁসদা স্বা: ঁ মনসারাম হাঁসদা	২০ ব: ৩৪ ব:	পিতা মাতা		১৪৭ ডি:

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Exhibit - 6
(2)

भारत

दस रुपये

TEN RUPEES

Rs.10

INDIA

INDIA NON JUDICIAL

पश्चिमबंग पश्चिम बंगाल WEST BENGAL

T5AB 619332

SANJAY KUMAR OJHA
Regd. No.-A701/2022
AREA - PURULIA
Expiry Date - 11/04/2027

NOTARY
GOVT. OF WEST BENGAL

হলফনামা

SANJAY KUMAR OJHA

আমি রবি বেসরা, পিতা বীরসিং, বয়স ৭৭ বৎসর, গ্রাম - বাড়েলইহর, ডাক - রাঙ্গা, থানা – বাঘমুন্ডী, ব্লক – বাঘমুন্ডী, জেলা – পুরুলিয়া, পিন ৭২৩১৫২ আজ ২৩.৫.২৫ তারিখে এই মর্মে হলফপূর্বক ঘোষনা করিতেছি যে: -

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভার সকল অধিবাসী বহুকাল যাবত গ্রামের সীমানার অন্তর্গত পুরুলিয়া ফরেস্ট ডিভিশন, বাঘমুন্ডী রেঞ্জ ও বিট সংরক্ষিত বনের বাড়েরিয়া মৌজার জে.এল নম্বর ১০৩ এবং বাঘমুন্ডি মৌজার যে এল নং ১০৫ এ অবস্থিত মোট ৫০৪ হেক্টর বনাঞ্চলের

১। জঙ্গল ও বন্যপ্রাণীদের নিজেদের সাধ্য অনুযায়ী রক্ষা করে এসেছে।

২। যত দূর সম্ভব জঙ্গলকে আগুনের থেকে রক্ষা করে এসেছে।

৩। এই জঙ্গলে প্রধানত শালপাতা, কেন্দুপাতা, গঙ্গুপাতা, খাড়াংঘাস, চিরুঘাস, বাউলা, বিভিন্ন আলু, বনপেঁয়াজ, বনকুন্দরী, বনকাল্লা সহ বিভিন্ন শাক সবজি, হরিতকি, আমলকী বেল সহ বিভিন্ন ফল, মহুয়া, মধু, ধুনা, বিভিন্ন লতাগুল্ম, বনৌষধি, বাঁশ, কন্দ-মূল, জড়ি-বুটি, ফল-ফুল, মহুয়ার ফল ইত্যাদি গৌণ বনজ সম্পদ চিরাচিরিত ভাবে জীবন জীবিকার জন্য সংগ্রহ করে এবং বিপণন করে।

SANJAY KUMAR OJHA

পরবর্তী পৃষ্ঠায়...

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ফর্ম- গ

সামুদায়িক বনজ সম্পদ এলাকার অধিকারের জন্য দাবিপত্র

[আইনের ৩(১) (ঝ) ধারা এবং নিয়ম ১১(১) ও ৪(ক) দ্রষ্টব্য]

১. গ্রাম / গ্রামসভা : বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া

২. গ্রাম পঞ্চায়েত : বাঘমুণ্ডী

৩. ব্লক : বাঘমুণ্ডী

৪. জেলা : পুরুলিয়া

৫. গ্রামসভার সদস্যদের নামের তালিকা : সংযোজন ১

আমরা বাড়ুয়াজারা, বাঁধঘুটু আর দুলগুবেড়া গ্রামে বসবাসকারী নিম্নস্বাক্ষরকারীগণ এই মর্মে সিদ্ধান্ত নিলাম যে নিম্নে বর্ণিত ও সংযোজিত ম্যাপে দেখানো সামুদায়িক বনজ সম্পদ এলাকা এই গ্রামসভার আওতাধীন ও আমরা এই এলাকা বনাধিকার আইন ২০০৬ –এর ধারা ৩ (১)(ঝ) অনুসারে দাবি করছি।

৬. খসড়া / কম্পার্টমেন্ট সংখ্যা (যদি থাকে ও জানা থাকলে) :
পুরুলিয়া ফরেস্ট ডিভিশন, বাঘমুন্ডি রেঞ্জ, বাঘমুন্ডি বিট, বাড়েরিয়া মৌজা নং - ১০৩, গ্রামের মোট বনাঞ্চল *৫০৪* হেক্টর।

৭. সীমানার অন্যান্য গ্রাম :

ক) পূর্বে - সাহেবডি

খ) পশ্চিমে – বনভূমি

গ) উত্তর পশ্চিম - রাঙ্গা, টাঁড়পানিয়া, বাড়েলহর

ঘ) উত্তর - হাতিনাদা

ঙ) দক্ষিণে – বনভূমি, লহরিয়া

৮. সমর্থনের জন্য প্রমাণের তালিকা (বিশেষ করে নিয়ম ১৩ দেখুন) :
সংযোজন ৩

দাবিদারদের স্বাক্ষর / আঙ্গুলের ছাপ: সংযোজন ১

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ফর্ম – খ

সম্প্রদায়গত অধিকারের জন্য দাবি ফর্ম

[১১(১) ক এবং ৪ -এর নিয়ম দ্রষ্টব্য]

১) দাবিদার (গণ) – এর নাম : বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভার সদস্য

ক) বননিবাসি তফসিলী জনজাতি : হ্যাঁ

খ) অন্যান্য পরম্পরাগত জনজাতি : না

২) গ্রাম : বাড়ুয়াজারা, বাঁধঘুটু আর দুলগুবেড়া

৩) গ্রাম পঞ্চায়েত : বাঘমুণ্ডী

৪) ব্লক : বাঘমুণ্ডী

৫) জেলা : পুরুলিয়া

ব্যবহার করা সম্প্রদায়গত অধিকার উপভোগের প্রকৃতি :

১। সম্প্রদায়গত অধিকার যেমন নিস্তার, যদি কিছু থাকে: [আইনের ধারা ৩ (১) (খ)) (b) দেখুন]	১. ঘর তৈরি করার ও কৃষি যোগ্য সরঞ্জাম তৈরি করার জন্য কাঠ, বালি আর পাথরের অধিকার ২. গার্হস্থ্য ব্যবহারের জন্য বিভিন্ন ধরণের মাটি আনার অধিকার
২। গৌণ বনজাতীয় পণ্যের উপর অধিকার, যদি কিছু থাকে: [আইনের ৩(১)(গ) ধারা দ্রষ্টব্য] (c)	গার্হস্থ ব্যবহারের জন্য বিভিন্ন ধরণের মাটি, শালপাতা, কেন্দুপাতা, গঙ্গুপাতা, খাড়াংঘাস, চিরুঘাস, বাউলা, বিভিন্ন আলু, বনপেঁয়াজ,বনকুন্দরী,বনকাল্লা সহ বিভিন্ন শাক সবজি, হরিতকি, আমলকী, বেল সহ বিভিন্ন ফল, মহুয়া,মধু,ধুনা, বিভিন্ন লতাগুল্ম,বনৌষধি ইত্যাদি লঘু বনজ সম্পদের ওপর মালিকানা, এই সকল সংগ্রহ করার ও মূল্য সংযোজন ব্যবহার ও বিক্রয় করার অধিকার।

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৩। সম্প্রদায়গত অধিকার : (ক) ব্যবহার বা যোগ্যতা (মাছ, জলাশয়), যদি কিছু থাকে:	জঙ্গলের ভেতরে বামনী ও গুড়িডুংরী নামক ঝর্ণার জল এবং রবিবাঁধ, বাড়ুয়াজারা এবং মারাংবাঁধ নামক জলাশয়ে গবাদি পশুদের খাওয়ান, স্নান করান, কৃষি কাজে-সেচের জন্য ব্যবহার করার অধিকার এবং ঠুরগা নদিতে মাছ ধরা আর নদির থেকে নুড়ি-বালি সংগ্রহ করার অধিকার।
(খ) পশু চারণ, যদি কিছু থাকে:	গবাদি পশুদের বনে চারণ করার ও বন থেকে পশু-খাদ্য নিয়ে আসার অধিকার
(গ) চিরাচরিত সম্পদ, যাযাবর এবং মেষপালকের সহজলভ্যতা, যদি কিছু থাকে: [অধিনিয়মের ধারা ৩ (১) (ছ)(g) ধারা দ্রষ্টব্য]	নেই
৪। পিটিজি (সংখ্যালঘু আদিম জনজাতি) ও প্রাক-কৃষি সম্প্রদায়ের জন্য প্রাকৃতিক আবাস এবং জনগোষ্ঠীর পুনর্বাসনের জন্য সময়কাল, যদি কিছু থাকে: [অধিনিয়মের ধারা ৩(১) (ঙ)(e)দ্রষ্টব্য]	নেই
স্বাভাবিক আবাস অথবা বাসস্থানের সম্প্রদায়গত ভোগ দখল কাল [অধিনিয়মের ধারা ৩(১) (ড)(m)দ্রষ্টব্য]	
৫। জৈব বৈচিত্র্য, বৌদ্ধিক সম্পদ এবং প্রথাগত জ্ঞানের অধিগম্যতার অধিকার, যদি কিছু থাকে: [অধিনিয়মের ধারা ৩(১) (ট)(k)দ্রষ্টব্য]:	জৈব বৈচিত্র সংরক্ষণ এবং তার ব্যবহার করার অধিকার

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৬। অন্যান্য চিরাচরিত অধিকার,যদি কিছু থাকে: [অধিনিয়মের ধারা ৩(১) (ঠ) (1)দ্রষ্টব্য)]:

১. বামনী ঝর্ণা, মৌজা – বাড়েরিয়া, জে.এল.নং - ১০৩, দাগ নং - ৮৫০৩, পরিমান - ৯৬৪ ডেসিমেল
২. বিন্দু চন্দন বঙ্গা বুরু থান, মৌজা - বাঘমুন্ডি, জে.এল.নং- ১০৫, দাগ নং -৩৮১, পরিমান - ৩১০ ডেসিমেল
৩. জাহের থান বাড়ুয়াজারা, মৌজা – বাড়েরিয়া, জে.এল.নং – ১০৩, দাগ নং – ৬০৭০, পরিমাণ - ২৭ ডেসিমেল
৪. জাহের থান বাঁধুঘুটু, মৌজা – বাড়েরিয়া, জে.এল.নং- ১০৩, দাগ নং – ৬৩৬৩, পরিমাণ - ২৩ ডেসিমেল
৫. মাঝি থান বাঁধুঘুটু, মৌজা- বাড়েরিয়া, জে.এল.নং- ১০৩, দাগ নং- ৫৮০৩, পরিমাণ- ১০ ডেসিমেল
৬. শ্মশানভূমি- (ক) মৌজা- বাড়েরিয়া, জে.এল.নং – ১০৩, দাগ নং – ৫৮০৩, পরিমাণ- ২৪১ ডেসিমেল, (খ) মৌজা – বাঘমুন্ডি, জে.এল.নং - ১০৫, দাগ নং ৩৮১, পরিমান – ২৩ ডেসিমেল।
৭. ফুটবল মাঠ, মৌজা- বাড়েরিয়া, জে.এল.নং - ১০৩, দাগ নং -৫৮০৩, পরিমান- ৪০১ ডেসিমেল
৮. আপার ড্যাম পিকনিক স্থান, মৌজা- বাড়েরিয়া, জে.এল.নং- ১০৩, দাগ নং- ৫৮০৩, পরিমাণ -৮০৩ ডেসিমেল
৯. বাড়ুয়াজারা জলাশয়, মৌজা – বাড়েরিয়া, জে.এল.নং – ১০৩, দাগ নং -৬২৫৮, পরিমাণ - ৬৮ ডেসিমেল
১০. মারাংবাঁধ (জলাশয়), মৌজা - বাড়েরিয়া জে.এল.নং – ১০৩, দাগ নং – ৬৩৬৩, পরিমাণ - ৬৮ ডেসিমেল

সংযোজন ৩

৭। সমর্থনে প্রমাণ: (নিয়ম ১৩ দ্রষ্টব্য)

৮। অন্যান্য সূচনা

জঙ্গলের ভেতর বামনকাটাডুংরী, হারবা ডুংরী, লতি ডুংরী ও গুঁড়ি ডুংরী নামে ছোট ছোট পাহাড় বা টিলা আছে।
গ্রামের বনাঞ্চলের মোট ৫০৪ হেক্টর যার ওপর সম্প্রদায়ের দাবি।

দাবিদার (গণ) – এর স্বাক্ষর / টিপসই : সংযোজন ১

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সংশোধনে - ১

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম

পোষ্ট – পাথরডি, থানা – বাগমুণ্ডি, মহকুমা – ঝালদা, জেলা –

যোগাযোগ – ৯৫৪৭৩৫১৩৯৮ , ৯৬৪১৯

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভার সদস্যদের

ক্র: স:	নাম	স্বাক্ষর / টিপছাপ
১	কার্তিক মুর্মু	Kartik Murmu
২	কালীরাম মাণ্ডি	Kaliram Mandi
৩	পানকারী মুর্মু	পানকারী মুর্মু
৪	কালিরাম হাঁসদা	Kaliram Hansda
৫	বুদ্ধেশ্বর মুর্মু	Buddheswar Murmu
৬	সুনীল টুডু	Sunil Tudu
৭	ঠাকুরনাথ চাঁদ	Thakurnath Chand
৮	লক্ষন হাঁসদা	Laxman Hansda
৯	ফাগু হাঁসদা	Fagu Hansda
১০	সুনন্দিলা হাঁসদা	Sunanda Hansda
১১	সুনতোষী হাঁসদা	Santoshi Hansda
১২	জলেশ্বরী হাঁসদা	Jaleswari Hansda
১৩	পুতুলা হাঁসদা	Pomala Hansda
১৪	অহিল্যা হাঁসদা	Ahalya Hansda
১৫	শকুন্তলা হাঁসদা	Shakuntala Hansda
১৬	সুমিতা হাঁসদা	Sumita Hansda
১৭	লারী হাঁসদা	লারী হাঁসদা

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প্রশ্নসেট-২

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(1) 0
Baghmundi Gr

১১০ কোড নং-(2)

টপ শীট্

পঞ্চায়েত নির্বাচনের নির্বাচক তালিকা ২০১৮

(পশ্চিমবঙ্গ নির্বাচন কমিশনের নির্দেশে বিধানসভা নির্বাচনক্ষেত্রের

নির্বাচক তালিকার সংশ্লিষ্ট অংশ হইতে গৃহীত)

ভিত্তি তারিখঃ ১লা জানুয়ারী.২০১৮

জেলা- পুরুলিয়া. মহকুমা -ঝালদা. ব্লক -বাঘমুন্ডী.

থানা- বাঘমুন্ডী. মৌজাঃ বাড়েরিয়া পাড়া /মহল্লাঃ- ১. টারপানিয়া
২. সাহেবডি
৩. বাঁদঘুটু
৪.বারুয়াজারা
৫. দুলগুবেড়া

২৪০-বাঘমুন্ডি বিধানসভা নির্বাচক তালিকার অংশ নং:- ২৫৩

বাঘমুন্ডি গ্রাম পঞ্চায়েত নির্বাচন এলাকা/ক্ষেত্রঃ- বাঘমুন্ডি / VII

পঞ্চায়েত সমিতির নির্বাচন এলাকা/ক্ষেত্রঃ- বাঘমুন্ডি / পি.এস. -১৮

জেলা পরিষদের নির্বাচন এলাকা/ক্ষেত্রঃ- বাঘমুন্ডি / জেড. পি.- ১৫

ভোট গ্রহণ কেন্দ্রের নম্বর ও নামঃ বাঘ-৭৬/২,মারাংবুরু আদিবাসী বিদ্যালয়, রুম নং- ১

ভোট গ্রহণ কেন্দ্রের ঠিকানাঃ বাঁধঘুটু,বাঘমুন্ডি,পুরুলিয়া

এই স্থানে (ভোটগ্রহণ কেন্দ্রে) ভোটগ্রহণ কেন্দ্রের সংখ্যাঃ- ১

নির্বাচকের সংখ্যা (০১-০১-২০১৮ পর্যন্ত)	নির্বাচক বিন্যাস		নির্বাচক সংখ্যা			
প্রকৃতি	প্রথম ক্রমিক নং	শেষ ক্রমিক নং	পুরুষ	মহিলা	অন্যান্য	মোট
ক) মূল ভোটগ্রহণ কেন্দ্রঃ	1	394	190	204	0	394
খ) সংযোজনঃ	395	413	9	10	0	19
গ) বিয়োজনঃ			2	5	0	7
অংশের মোট সংখ্যা (ক+খ-গ)			197	209	0	406

পঞ্চায়েত নির্বাচন নিবন্ধন আধিকারিক
ও
মহকুমা শাসক

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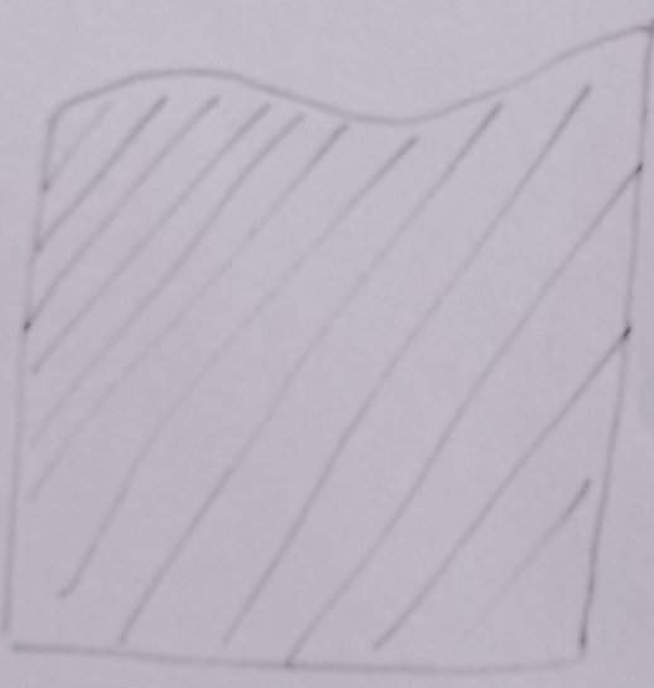
BARUAJARA, BANDHGHUTU, DULGUB
BAMNI FALLAS (JHARNA)

MOUZA : BARRIYA NO : 103
SCALE : 16" = 1 MILE
PLOT : 8503
TOTAL: JHARNA AREA = 964 DESIMEL

BOUNDARY :
N- PICH ROAD
S - LOHAR DAN
E - SAL BAN
W - SAL BAN

SURVEY BOUNDARY
JHARNA AREA



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টুড়গা নদী

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Appendix – 4

বাড়ুয়াজারা বাঁধঘুটু, দুলগুবেড়া
পোষ্ট- পাথরডি, থানা- বাগমুণ্ডি, জেলা- পুরুলিয়া, পি
যোগাযোগ- ৯৫৪৭৩৫১৩৯৮, ৯৬৪১৯৮৯

প্রতি

মহকুমা শাসক, ঝালদা ও চেয়ারম্যান,
বনাধিকার আইন সক্রান্ত সাব - ডিভিশনাল লেক্ষেল কমিটি, ঝালদা
জেলা- পুরুলিয়া,

বিষয় ঃ- বাড়ুয়াজারা, বাঁধঘুটু, দুলগুবেড়া গ্রামে বনধিকার আইন ২০০৬ কার্যকারি করার জন্য গ্রাম সভা গঠন এবং পরবর্তী কর্মসূচীর সূচনা।

মাননীয় মহাশয়,

আপনার

আপনার অবগতির জন্য জানাই গত ২৭ নভেম্বর ২০২১ তারিখে পুরুলিয়া জেলার বাগমুণ্ডি ব্লকের বাগমুণ্ডি গ্রাম পঞ্চায়েতের বাড়ুয়াজারা, বাঁধঘুটু দুলগুবেড়া গ্রামে তপশিলি উপজাতি ও অন্যান্য পরম্পরাগত বনবাসি অধিকার আইন ২০০৬ (Schedule Tribes and Other Traditional Forest Dwellers Recognition of Forest Dwellers Recognition of Forest Rights Act 2006) কার্যকরি করার উদ্দেশ্য গ্রাম সভা গড়ে তোলার জন্য একটি সভা অনুষ্ঠিত হয়। এই সভায় মাননীয় পঞ্চায়েত প্রধান মাননীয় বীরবল মাছুয়ার সভাপতিত্ব করেন। সভার গ্রামের প্রাপ্তবয়স্ক ১৪৫ জন গ্রামবাসীর মধ্যে ১২৩ জন অর্থাৎ ৮০ শতাংশের অধিক অংশ গ্রহণ করেন। এই সভার কার্যবিররণি লেখার ক্ষেত্রে কিছু ত্রুটি থেকে যায়। পরবর্তী সময়ে ২৯ শে নভেম্বর ২০২১ একটি বর্ধিত সভায় বামনি ঝরনা বিষয়ে গ্রাম সভা সিদ্ধান্ত যুক্ত করা হল। বনাধিকার বিধি ২০১২র ৩(১) ধারা অনুসারে সর্বসম্মতিক্রমে বাড়ুয়াজারা, বাঁধঘুটু, দুলগুবেড়া গ্রাম সবা নামে একটি সভা গঠন করা হয়। এই গ্রামে সভার সদস্যদের ব্যাক্তিগত এবং সামুদায়িক দাবী সংক্রান্ত বিষয় দেখাশোনার জন্য সদস্যদের মধ্য থেকে বিধি সম্মতভাবে ১৫ জনের একটি বনাধিকার কমিটি গঠন করা হয়। এই কমিটির সভাপতি হিসাবে নির্বাচিত হন সুনিল টুডু এবং সম্পাদক হিসাবে নির্বাচিত হন নগেন বেসরা এবং কোষাধ্যক্ষ হিসাবে নির্বাচিত হন মোহন মুর্ম্মু।

নির্বাচিত বনাধিকার কমিটির সদস্যদের তালিকা—

ক্র. সংখ্যা	নাম	পিতা/মাতা/ স্বামীর নাম	বয়স	পদ
১।	সুনিল টুডু	শ্রীকান্ত টুডু	১৯	সভাপতি
২।	নমিতা হাঁসদা	চুনারাম হাঁসদা	২১	
৩।	মহেশ্বরী হাঁসদা	বলরাম হাঁসদা	৩৮	
৪।	বেরতি মাঝি	রামেশ্বর মাঝি	৩১	
৫।	সোমবারি মান্ডি	সাগেন মান্ডি	২৬	

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এস. জি. এস. ওয়াই /
এস. এইচ. জি. / ক্লাব

মিটিং রেজল্যুশন বই

গ্রাম উন্নয়ন কমিটি /
মাতা কমিটি / সমিতি

মিটিং -এর ক্রমিক সংখ্যা : ০২ মিটিং এর তারিখ : ২৭-১১-২০২১
মিটিং এর স্থান : বাড়োগুয়াজোরা নিম্নতলা মিটিং এর সময় : ১১.৩০

উপস্থিত সভ্যগণের নাম

১। যদি উঃ-২৭-১১-২০২১ তারিখ শনিবার ৮। দিন ১১.৩০ ঘটিকার সময় অনুষ্ঠান
২। বাড়োগুয়াজোরা- নিম্নতলাস্থ বাড়োগুয়াজোরা, বক্সিহুট, তুলসুবেড়া
৩। গ্রাম সভার- সভা- অনুষ্ঠিত হবে। এই সভায় - বাধমুণ্ডি
৪। গ্রাম কাউন্সেল- প্রধান - শ্রাবনী - বরিবল সাভুগুয়ার ১১।
৫। মহাশয়কে সভাকার্য পরিচালনা করার - হল।
৬। ওকাশিনী উপজাতিও অন্যান্য ৩। পরম্পরাগত জনজাতি
৭। বনাধিকার স্বীকার আইন ২০০৬ এর ধারা ২ জি ও নিয়ম ৩ (১)

ক্রমিক সংখ্যা	
	অনুযায়ী - গ্রাম সভা ও বনাধিকার কমিটি গঠনের উদ্দেশ্যে এই আলোচনা সভা,
	আলোচ্য বিষয় সমূহ :-
ক	বনাধিকার স্বীকার আইন ২০০৬ বিষয়ে আলোচনা।
খ	গ্রাম সভার সদস্যদের দায়িত্ব ও কর্তব্য বিষয়ে আলোচনা।
গ	বনাধিকার কমিটির- দায়িত্ব ও কর্তব্য বিষয়ে আলোচনা।
১.	এই সভায় উপস্থিত গ্রাম সভ্যগনের স্বাক্ষর
২.	জ্যোতিলাল হাঁসদা
৩.	সুপনের টুডু
৪.	অমকী চড়ে
৫.	Shiren Charre
৬.	Maya Charre
৭.	সুখিলা হাঁসদা
৮	মতিয়ম হাঁসদা
৯.	চিরামনি হাঁসদা
১০	সুধরী হাঁসদা
১১	অনিতা হাঁসদা
১২	Laxman Hansda
১২	Ashami Hansda
১৬	Turturi Hansda
১৪	বুলবুলি হাঁসদা
১৫	Mano Hansda
১৬	সাবিত্রী মুর্মু
১৭	Ananta Hansda
১৮	[illegible]
১৯	কোহরী হাঁসদা
২০	[illegible]
২১	কাজলরাণী হাঁসদা

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রেজাল্যুশন

ক্রমিক সংখ্যা	
২২.	Sunil Tudu
২৩.	Shrikanta Tudu
২৪	সুধাংশু মুর্মু ঠাকুরনাথ চড়ে
২৫	
২৬.	অম্বাবনী হাঁসদা
২৭.	উকিল হাঁসদা
২৮	Ramchandra Hansda
২৯	Baidyanath Murmu
৩০.	
৩১.	সালন্তি মুর্মু
৩২	Manjon Murmu
৩৩	Sumitra Murmu
৩৪	সালন্তি মুর্মু
৩৫	প্রদীপ মুর্মু
৩৬	অনুপ হাঁসদা
৩৭	মুকুন্দ মুর্মু
৩৮	Thakurnath Tudu
৩৯	খোরতা টুডু
৪০	সবস্বতী টুডু
৪১	Rameswar Tudu
৪২	তাদরী হাঁসদা
৪৩	বাম প্রসাদ হাঁসদা
৪৪	Rameswar Tudu
৪৫	Monika Tudu
৪৬	রেবতি মার্কি
৪৭	Anil Hansda
৪৮	Sunil Hansda
৪৯	সুকরমনি চড়ে
৫০	বগলোকনি হাঁসদা
৫১	সুবিতা হাঁসদা
৫২	Malin Hansda
৫৩	সুরেন্দ্র টুডু
৫৪	চামলি টুডু
৫৫	সরস্বেশ্বর টুডু
৫৬	বাসন্তী টুডু
৫৭	[illegible]
৫৮	[illegible]
৫৯	[illegible]
৬০	Ramani Tudu
৬১.	Bimod Murmu
৬২	[illegible]
৬৩	সুধীর টুডু

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. জি. এস. ওয়াই /
ল. এইচ. জি. / ক্লাব

মিটিং রেজল্যুশন বই

গ্রাম উন্নয়ন কমিটি /
মাতা কমিটি / সমিতি

মিটিং -এর ক্রমিক সংখ্যা : ০২
মিটিং এর তারিখ : ২৭-১১-২০২১
মিটিং এর স্থান : বাড়োগ্রাম জেবা নিমতলা মিটিং এর সময় : ১১.৩০

উপস্থিত সভ্যগণের নাম

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রেজল্যুশন

ক্রমিক সংখ্যা	
১৪.	কাজলী টুডু
১৫.	অনুড়া হাঁসদা
১৬.	মকর টুডু
১৭.	চরন টুডু
১৮.	সুখনী টুডু
১৯.	বলু মুর্মু
২০.	বাউরী মুর্মু
৭০.	কুকা টুডু
৭১.	ঝিতকানি টুডু
৭২.	মুরুবালি হেমব্রম
৭৩.	ঠেবকাথী টুডু
৭৪.	রেমচাঁদ টুডু
৭৫.	রমাঁমনি টুডু
৭৬.	রানি হেমব্রম
৭৭.	সুখনী হেমব্রম

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রেজল্যুশন

ক্রমিক সংখ্যা	
৭৩	[redacted] মুমু টুডু
৭৪	[redacted] রাধি টুডু
৭৫	[redacted] সাকায়ী টুডু
৭৬	[redacted] সাজিতা হাঁসদা
৭৭	[redacted] বিমলী টুডু
৭৮	Ramkrishna Hansda
৭৯	Laxman Chi Murmu
৮০	মুজনলু হাঁসদা
৮১	লাবী হাঁসদা
৮২	[redacted] জলাঐ হাঁসদা
৮৩	[redacted] বাবন হাঁসদা
৮৪	[redacted] যাদনি হাঁসদা
৮৫	[redacted] বাবুরাম হাঁসদা
৮৬	[redacted]
৮৭	[redacted] জগন্নাথ হাঁসদা
৮৮	[redacted] রুপালি হাঁসদা
৮৯	[redacted] বিমলি হাঁসদা
৯০	[redacted]
৯১	[redacted] সিমিতা হাঁসদা
৯২	[redacted]
৯৩	[redacted] রবি হাঁসদা
৯৪	[redacted]
৯৫	Bikha Hansda
৯৬	চাঁপেরাম হাঁসদা
৯৭	Rukumani Hansda
১০০	

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জে. এস. ওয়াই /
এ. এইচ. জি. / ক্লাব

মিটিং রেজল্যুশন বই

গ্রাম উন্নয়ন কমিটি /
মাতা কমিটি / সমিতি

ক্র সং
১২

মিটিং -এর ক্রমিক সংখ্যা ঃ ০২
মিটিং এর তারিখ ঃ ২৭/১১/২০২১
মিটিং এর স্থান ঃ বাড়েশুলাবেড়িয়া নিমতলা মিটিং এর সময় ঃ ১১.৩০

উপস্থিত সভ্যগণের নাম

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১৪।

রেজল্যুশন

ক্রমিক সংখ্যা	
১০২	Meneram Mandi
১০২	Sombari Mandi
১০৩	[illegible] মার্ডি
১০৪	[illegible] মার্ডি
১০৫	Bibari Mandi
১০৬	শ্রীপতি বেসরা
১০৭	Sunitu Mandi
১০৮	[illegible] মার্ডি
১০৯	[illegible]
১১০	Mangal Murmu
১১১	[illegible]
১১২	বিজয় মুর্মু
১১৩	বাবি বেসরা
১১৪	সুমিত্রা হাঁসদা
১১৫	Nagen Besra
১১৬	
১১৭	[illegible] হাঁসদা
১১৮	মালতী মুর্মু
১১৯	Mohan Murmu
১২০	Dhanuram murmu
১২১	[illegible] মুর্মু

[illegible] Urmila murmu
[illegible] [illegible] মুর্মু
[illegible] বিমল মুর্মু
[illegible] Mangali Besra

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ক্রমিক সংখ্যা | রেজল্যুশন

22. রবিবার —

১২৩ অদ্যকার সভায় বাড়োতওয়াজার, বাঁধঝুটু, দুলস্তুবেড়া গ্রামের মোট ২৪৫ জন প্রাপ্ত বয়স্ক সদস্যদের মধ্যে ১২৩ জনের উপস্থিতিতে গ্রাম সভার আলোচনা শুরু করা হল। সভার শুরুতেই বনাধিকার আইন ২০০৬ এর গুরুত্ব ও গ্রাম সভার সদস্যদের দায়িত্ব ও কর্তব্য নিয়ে আলোচনা করা হয়। উপস্থিত সকলেই গ্রাম সভার সদস্য হবার বিষয়ে একমত হন। ও উপরিউক্ত আইনের ধারা ২এ অনুসারে সর্বসম্মতিক্রমে বাড়োতওয়া জারা, বাঁধঝুটু, দুলস্তুবেড়া গ্রাম সভা নামে একটি গ্রাম সভা গঠন করা হয়। এই গ্রাম সভার সদস্যদের ব্যক্তিগত ও সামুদায়িক দাবী সংক্রান্ত বিষয়ে শুনানী গ্রহণ করার জন্য উপরিউক্ত আইনের ধারা ২জি অনুসারে গ্রাম সভার সদস্যদের মধ্যে থেকে ১৫ জনকে নিয়ে একটি বনাধিকার কমিটি গঠন করা হয়। এই কমিটির ১৫ জন সদস্যের মধ্যে ৫জন মহিলা ও ৫ জন তপশিলী উপজাতি সম্প্রদায়ের ও বাকি ৫ জন অন্যান্য পরম্পরাগত সম্প্রদায়ের। এক্ষেত্রে অন্যান্য পরম্পরাগত সম্প্রদায় না থাকায় তপশিলী উপজাতি সাঁওতাল সম্প্রদায়ের মধ্যে থেকে ৫ জন মহিলা ও ১০জন পুরুষ সদস্য নিয়ে বাড়োতওয়া জারা, বাঁধঝুটু, দুলস্তুবেড়া বনাধিকার কমিটি গঠন করা হল।

ঃ বনাধিকার কমিটির কাজ ঃ—

ক) দাবী পত্র গ্রহণ ও সুনির্দিষ্ট স্থানে প্রেরণ এবং দাবী পত্র সম্পর্কে প্রমানাদি নির্ধারণে সাহায্য করা।

খ) স্থানচিত্র প্রমানাদি এবং দাবী পত্র চিহ্নিতকরণে সাহায্য করা।

গ) বনাধিকার প্রাপকদের তালিকা তৈরী করা।

ঘ) আইনের ধারা অনুযায়ী দাবীপত্রের বৈধতা সুনিশ্চিত করন করা।

ঙ) তাদের অভাগত প্রস্তাবটি গ্রাম সভার কাছে উপস্থাপন করতে হবে গ্রাম সভার গ্রহণ যোগ্যতার জন্য।

ঃ নির্বাচিত বনাধিকার কমিটির সদস্যদের তালিকা ঃ—

ক্রঃ	সদস্যের নাম	পিতা/স্বামীর নাম	বয়স	লিঙ্গ	হাস্তাক্ষর
১	নমিতা হাঁসদা	স্বাঃ চুনারাম হাঁসদা	২১	মহিলা	Namita Hansda
২	মহেশ্বরী হাঁসদা	" বলরাম হাঁসদা	৩৮	"	মহেশ্বরী হাঁসদা
৩	রেবতী মার্ডি	" রামেশ্বর মার্ডি	৩২	"	রেবতি মার্ডি
৪	সোমবারী মার্ডি	" মাধোন মার্ডি	২৬	"	সোমবারী মার্ডি
৫	মালতী মুর্মু	" সমেশ্বর মুর্মু	৩৩	"	মালতী মুর্মু
৬	বৈদ্যনাথ মুর্মু	পিঃ কার্যী মুর্মু	২৭	পুঃ	Baidyanath Murmu
৭	সুনীল টুডু	" শীকান্ত টুডু	১৯	"	Sunil Tudu
৮	নগেন বেসরা	" গুরুপদ বেসরা	২৫	"	Nagen Besra

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. এস. ওয়াই /
ইচ. জি. / ক্লাব

মিটিং রেজল্যুশন বই

গ্রাম উন্নয়ন কমিটি /
মাতা কমিটি / সমিতি

ক্রমিক সংখ্যা

-এর ক্রমিক সংখ্যা : 02

মিটিং এর তারিখ : ২৭/১১/২০২৯

এর স্থান : বাঙ্গোওমা জেয়া-নিমতলা মিটিং এর সময় : ১১.৩০

উপস্থিত সভ্যগণের নাম

	সদস্যের নাম	পিতা / স্বামীর নাম		বয়স	লিঙ্গ	স্বাক্ষর-
১	মহন মুর্মু	স্বঃ রূপাই মুর্মু	৯	৩০	পুঃ	Mohan Murmu
২	দ্বারাসিং মুর্মু	" বহু মুর্মু	১০	৩৩	"	দ্বারাসিং মুর্মু
৩	মদন হাঁসদা	" নটবর হাঁসদা	১১	২৪	"	মদন হাঁসদা
৪	রাম কৃষ্ণ হাঁসদা	" ফাগুরাম হাঁসদা	১২	২০	"	Ramkrishna Hansda
৫	বিকাশ হাঁসদা	" বাবুরাম হাঁসদা	১৩	২৯	"	Bikas Hansda
৬	ভেজারাম হাঁসদা	" শ্রাবন হাঁসদা	১৪	৪২	স্ত্রী	ভেজারাম হাঁসদা
৭	পোমলা হাঁসদা	স্ত্রীঃ অজিত হাঁসদা	১৫	৩৩		

রেজল্যুশন

ক্রমিক সংখ্যা

উপরে উল্লেখিত নামের তালিকা সর্ব সম্মতিক্রমে গৃহীত হলো। বনাধিকার কমিটির কাজ পরিচালনা করার জন্য - সভাপতি → শ্রী সুনীল টুডু মহাশয়কে, সম্পাদক → নগেন বেসরা মহাশয়কে ও কোষাধ্যক্ষ → শ্রী মহন মুর্মু মহাশয়কে নির্বাচন করা হল। এছাড়া আরো সিদ্ধান্ত নেওয়া হল যে গ্রাম সভার নামে একটি ও বনাধিকার কমিটির নামে একটি গোল সীল মোহর তৈরী করতে হবে এবং গ্রাম সভার অন্যান্য কাজ কর্ম করার জন্য সভাপতি ও সম্পাদকের দুইটি সীল মোহর তৈরী করতে হবে। এছাড়া বনাধিকার কমিটির সভাপতি ও সম্পাদকের দুইটি সীল মোহর তৈরী করতে হবে। এবং গ্রাম সভার নামে লেটার প্যাড ও বেনারত্ন তৈরী করতে হবে। এই মিটিং এর সিদ্ধান্ত সমূহের প্রতিলিপি মহকুমা স্তরের কমিটির সদস্যদের কাছে পাঠাতে হবে। এবং গ্রামে প্রয়োজন বোধে এক থেকে দুবার মিটিং করতে হবে। এছাড়া গ্রাম সভা পরিচালনা করার জন্য গ্রামসভা পরিচালন কমিটিও গঠন করা হল।

গ্রাম সভা পরিচালন কমিটির তালিকা :—

ক্রঃ	সদস্যের নাম	পিতা / স্বামীর নাম	বয়স	লিঙ্গ	স্বাক্ষর-
১	অঞ্জলি চঁড়ে	স্বাঃ সুপেন্দর চঁড়ে	২৪	স্ত্রী	Anjali Chande
২	সান্তিলা হাঁসদা	" চুনারাম হাঁসদা	২৯	"	সুন্তিলা হাঁসদা
৩	সুনিতা মান্ডি	" চুনারাম মান্ডি	৩৪	"	সুনিতা মান্ডী
৪	মৌমিতা কাবি	" দ্বারাসিং কাবি	৩২	"	মৌমিতা কাবি
৫	মঙ্গল মুর্মু	স্বঃ ধনু মুর্মু	৪৫	পুঃ	Mangal Murmu
৬	উকিল হাঁসদা	" ককা হাঁসদা	৩৫	"	UKIL HANSDA
৭	বুদ্ধেশ্বর মুর্মু	" লক্ষন মুর্মু	২৮	"	Buddheswar Murmu
৮	কালিরাম হাঁসদা	" নগেন হাঁসদা	২২	"	Kaliram Hansda
৯	অনিল হাঁসদা	" হাগর হাঁসদা	২৩	"	Anil Hansda

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রেজল্যুশন

ক্রমিক সংখ্যা

গ্রাম সভা পরিচালন কমিটির সভাপতি → শ্রীমঙ্গল মুর্মু
সম্পাদক → শ্রী উকিল হাঁসদা ও কোষাধ্যক্ষ → শ্রীবুদ্ধেশ্বর মুর্মু
মহাশয় গনকে নির্বাচন করা হল।

১ গ্রাম সভার কার্য্য বিবরণী :-
Annexure-1 অনুসারে দাবী গ্রহন এবং স্বীকৃতি প্রদান করন FRC এর অন্যতম কাজ। যে দাবী ৩ মাসের মধ্যে জমা পড়ার কথা, তার বেশী সময় লাগলে গ্রাম সভার লিখিত সিদ্ধান্ত থাকতে হবে।

২ SDLC র আগে কার্য ক্ষেত্রে অসুবিধা নাহলে তার জন্য নির্দিষ্ট দিন ঠিক করে সামুদায়িক বনের প্রাকৃতিক সম্পদের উৎস সম্পর্কে কাজ করার জন্য গ্রাম সভাকে জানাতে হবে।

৩ কি কি তথ্য পাওয়া গেল তা লিপিবদ্ধ করতে হবে এবং লিখিত সিদ্ধান্ত আকারে SDLC কে পাঠাতে হবে।

৪ গ্রাম সভা যদি দাবী এবং এলাকা নিয়ে সিদ্ধান্তে উপনিত হতে না পারে বা প্রতিবেশী গ্রাম সভার সাথে এলাকা নিয়ে একমত হতে না পারে তাহলে বিষয়গুলি SDLC র কাছে পাঠাতে হবে।

৫ গ্রাম সভা তার প্রয়োজনীয় বিভিন্ন তথ্য, কার্যকরী নথিপত্র ইত্যাদি সুনিশ্চিত আধিকারীক থেকে লিখিত আবেদনের মাধ্যমে চাইতে পারবে।

৬ বনাধিকার প্রদানের ক্ষেত্রে আইনের ১৩ নং ধারায় উল্লেখিত প্রমানগুলির মধ্যে একের অধিক যে কোন প্রমানকে গ্রহন করতে পারবে।

৭ গ্রাম সভা তার নিজস্ব কর্তব্য, বনাধিকার প্রাপকদের, জঙ্গল ও বন্য প্রানী সুরক্ষন বিষয়ে দায়িত্ব ও কর্তব্য ইত্যাদি বিষয়ে যাবতীয় তথ্য ও বিবরন তারা সুনিশ্চিত অঞ্চলের দায়িত্ব প্রাপ্ত মহকুমা স্তরীয় কমিটির কাছ থেকে পাবে।

৮ গ্রাম সভা তার সুনিশ্চিত অঞ্চলের জঙ্গলের নক্সা, ডিপোজিশন ও গ্রামের বিস্তারিত পরিসংস্থান মহকুমা স্তরীয় কমিটির কাছ থেকে নিতে পারবে।

৯ গ্রাম সভার কার্য পরিচালনার ক্ষেত্রে সুনিশ্চিত অঞ্চলের পঞ্চায়েতের সম্পাদক গ্রাম সভার সম্পাদকের দায়িত্ব নিতে পারবে।

১০ মহকুমা স্তরীয় কমিটি যদি কোন বিষয় বা মামলা পুনর্বিবেচনা করার জন্য সুনিশ্চিত গ্রাম সভার কাছে পাঠায়, তবে গ্রাম সভা আগামী ৩০ দিনের মধ্যে সমস্ত সদস্যদের নিয়ে সভার মাধ্যমে আলোচনা করে তার সিদ্ধান্ত সহায় লিপিবদ্ধ করে পুনরায় মহকুমা স্তরীয় কমিটির কাছে জানাবে।

এই সভাটি আনন্দীয় বাঘমুন্ডি গ্রাম পঞ্চায়েত মহাশয়ের সভাপতিত্বে তারি চালনা ও সমাপন করা হল।

সভাপতির স্বাক্ষর ও সীল
27/11/2021
Pradhan
Baghmundi Gram Panchayat
Baghmundi Purulia

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এইচ. জি. / ক্লাব

মিটিং রেজল্যুশন বই

গ্রাম উন্নয়ন কমিটি /
মাতা কমিটি / সমিতি

টিং -এর ক্রমিক সংখ্যা ঃ

টিং এর স্থান ঃ

মিটিং এর তারিখ ঃ

মিটিং এর সময় ঃ

উপস্থিত সভ্যগণের নাম

১। আজ ইং ২৮/১১/২০২১ তারিখ রবিবার ৯। দিন সকাল ৮ টার সময়
২। পুরুলিয়া জেলার বাঘমুন্ডী ১০। বাঁকড়াজোরা - বাঁধমুড়ি - দুলাগুবেড়া
৩। জামোর্ধ্যা পাহাড়ে অবস্থিত ১১। গাঁও বচাও FRA আইন
৪। গ্রামসভা নাম এটি গ্রামসভা ১২। সভাপতি মানলীয় শ্রী
৫। মোট ১ এই গ্রামসভার সংখ্যা ১৩। সভাপতিত্ব ও অনুমোদন করেন
৬। মাইল মুর্মু মহাশয়ের ১৪।
৭। আলোচনা শুরু হল।

ক্রমিক সংখ্যা	রেজল্যুশন
	আলোচ্য বিষয় ঃ—
①	জামোর্ধ্যা পাহাড় কমপ্লেক্স এলাকা একটি ইকোলজি স্থান FRA আইনের গ্রামসভা দ্বারা পরিচালনা করার জন্য উক্ত স্থানের জন্য নিয়মাবলী নির্ধারন বিষয়ে আলোচনা।
②	গ্রামসভার সিদ্ধান্ত স্থানীয় জেলা ও ব্লক উন্নয়ন চক্রের কে অবগত করার জন্য আলোচনা।
③	গ্রামসভা দ্বারা কমপ্লেক্স এলাকা পরিচালনা করতে গিয়ে কোনো সমস্যা অ-আদিবাসীদের দ্বারা যাতে সৃষ্টি না হয়, তার জন্য স্থানীয় মানুষ প্রশাসনকে কিভাবে আমন্ত্রন বিষয়ে আলোচনা।
④	FRA আইনে গ্রামসভাকে যে সব অধিকার দেওয়া হয়েছে-যেমন বনাধিকার আইন ২০০৬ এর ৫ নং ধারায় ৩/২/৩/৪ - তে বলা আছে গ্রামসভা যেকোন বনাধিকার রোধী যে কোন কে বন কে উপযুক্ত ভাবে সংরক্ষন করার প্রয়োজনে যেকোন ব্যবস্থা নিতে পারে। বন ধ্বংস করতে বা গ্রামসভার সদস্যদের সাংস্কৃতিক ও সাংস্কৃতিক ঐতিহ্যধিকার কে নষ্ট করতে পারে এমন যেকোন কাজ নিষিদ্ধ ঘোষনার ক্ষমতাও গ্রামসভাকে দেওয়া হয়েছে। কমপ্লেক্স বরনাই ও তার সন্নিহিত কমপ্লেক্সের দেখাশোনার দায়িত্ব এখন বাঁকড়াজোরা, বাঁধমুড়ি - দুলাগুবেড়া গ্রামসভার। গ্রামসভা আকাঙ্ক্ষা করছে, স্থানীয় মানুষ ব্যক্তি অন্য কেউ কমপ্লেক্স বনাধ্বংস করলে যেমন তৈরী করে ব্যবস্থা করলে আদিবাসীদের সাংস্কৃতিক ঐতিহ্যধিকার ক্ষুন্ন হবে, পরিবেশ নষ্ট, দূষন হবে। পাথর ও কাঠের মেরামতখানা হতে পারে।
**	সিদ্ধান্ত গ্রহন :— কমপ্লেক্স বনাধ্বংস জন্য গ্রামসভায় বিস্তারিত আলোচনা করার পর নিম্নলিখিত সিদ্ধান্ত গৃহীত হয়।

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স. এইচ. জি. / ক্লাব

মিটিং রেজল্যুশন বই

গ্রাম উন্নয়ন কমিটি /
মাতা কমিটি / সমিতি

মিটিং -এর ক্রমিক সংখ্যা ঃ

মিটিং এর স্থান ঃ

মিটিং এর তারিখ ঃ

মিটিং এর সময় ঃ

উপস্থিত সভ্যগণের

১। Rameswar Tudu
২। [redacted] ধুরু
৩। [redacted] Anil Hansda
৪। [redacted] মকর টুডু
৫। [redacted] সুখদী মুর্মু
৬। [redacted] সুমিত্রা হাঁসদা
৭।
৮। সুকুরমনি টুডু
৯। [redacted] বাহা টুডু
১০। [redacted] Binod Murmu
১১। [redacted] বাসন্তী মুর্মু
১২। [redacted] শ্রাবনী হাঁসদা
১৩।
১৪। রেজল্যুশন শিবু টুডু

ক্রমিক সংখ্যা	
১৫	জ্যোতিলাল হাঁসদা
১৬	সাবিত্রী হাঁসদা
১৭	অনিল টুডু
১৮	Sunil Hansda
১৯	অমল টুডু
২০	জোছনা টুডু
২১	Patilal Hansda
২২	মুকুলমনি টুডু
২৩	কেশবরী টুডু
২৪	শিকুর নাথ টুডু
২৫	Maya Chanre
২৬	শ্রীকান্ত টুডু
২৭	[redacted] বলরাম হাঁসদা
২৮	মহেশ্বরী হাঁসদা
২৯	রাজেন্দ্র হাঁসদা
৩০	উকিল হাঁসদা
৩১	সন্তুলা হাঁসদা
৩২	মানিকম হাঁসদা
৩৩	ফিরামনি হাঁসদা
৩৪	কাজলি টুডু
৩৫	[redacted] সবিতা হাঁসদা
৩৬	[redacted] আদি হাঁসদা
৩৭	নিয়ন্তা হাঁসদা
৩৮	দারাডিহু মারবি
৩৯	সাহাত্রি মাঝি
৪০	সোমবারী মাড়ি
৪১	বিশু মুর্মু
৪২	ববিতা মুর্মু
৪৩	Nagen Besra

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ক্রমিক সংখ্যা	রেজল্যুশন
৭৬	হেমন্ত মার্ডি
৭৭	অনিতা মারমু
৭৮	হায়মনী মার্ডি
৭৯	Mangal Murmu
৮০	Randhan Murmu
৮১	
৮২	Urmila Murmu
৮৩	গড়ুসলি হেঁসদা
৮৪	
৮৫	লখিন হেঁসদা
৮৬	রানি হেঁসদা
৮৭	ফুলমনি হেঁসদা
৮৮	হেলনচাঁদ হেঁসদা
৮৯	রেখা মনি টুডু
৯০	মঙ্গুরা হেঁসদা
৯১	বাউরী মুর্মু
৯২	ফুলমনি মুর্মু
৯৩	সালাবী হেমব্রম
৯৪	বুধনী টুডু
৯৫	হরন টুডু
৯৬	সকলী টুডু
৯৭	লুসু টুডু
৯৮	রাধি টুডু
৯৯	বিহারী মার্ডি
১০০	Munaram Mandi
১০১	হাসিরাম মার্ডি

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স. এইচ. জি. / ক্লাব

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গ্রাম উন্নয়ন কমিটি /
মাতা কমিটি / সমিতি

মিটিং -এর ক্রমিক সংখ্যা ঃ ০৩
মিটিং এর তারিখ ঃ ২৯/১১/২০২৯
মিটিং এর স্থান ঃ বাড়োওয়াজারা / নিমতলা মিটিং এর সময় ঃ সকাল - ৮ ঘটিকা

উপস্থিত সভ্যগণের নাম

১। ..... ৮। .....
২। ..... ৯। .....
৩। ..... ১০। .....
৪। ..... ১১। .....
৫। ..... ১২। .....
৬। ..... ১৩। .....
৭। ..... ১৪। .....

ক্রমিক সংখ্যা	রেজল্যুশন

অদ্য ইং- ২৯/১১/2029 তারিখ রোজ বুধবার দিন সকাল ৪-ঘটিকায় সময় বাড়োওয়াজারা, বাঁধঘুটু ও ইলশুবেড়া সংলগ্ন নিমতলাতে বনাধিকার স্বীকার আইন 2006 এর ধারা ২ (জি) ও নিয়ম ৩(১) অনুসারে ঘোষিত বাড়োওয়াজারা, বাঁধঘুটু ও ইলশুবেড়া গ্রাম সভা এক জরুরী গ্রাম সভা ডাকা হয়। গ্রাম সভা দ্বারা নির্বাচিত সেক্রেটারি কে মহাশয় দুই মহাশয়কে এই প্রসেসটির আসন অর্জন করে সভার আলোচনা শুরু করা হল।

আলোচ্য বিষয় :-

* ধারা ৫ এ দেওয়া ক্ষমতা ও ধারা ৩ এ দেওয়া সমস্ত অধিকার বিষয়ে আলোচনা ও সিদ্ধান্ত গ্রহন।
* এই সেকেন্ড বিস্তারিত আলোচনা করে জানা যায় যে বনাধিকার আইনের (২-ক ধারা) ও দ্বারা এ-এ দেওয়া বনবাসী জীবনের ব্যবহারের অঞ্চল এখন সংরক্ষন অঞ্চলটি। এবং ধারা ৩-এ দেওয়া অঞ্চল এবং জঙ্গল থেকে উৎপন্ন বনজ অঞ্চল স্বামিনি কাঠ, গ্রাম, ফল মূল, ঔষধি, ওষধি, মধু, ঘোষ লতা পাতা, লক্ষ্য করন ইত্যাদি, নদী, করনা এবং ধারা এর সব ধরনের বনজ অঞ্চলের (জমি, জঙ্গল) ধারা ৩ এর নথিভুক্ত কোন বনবাসী মানুষ। কোনও গ্রাম সভার অন্তর্ভুক্ত বনাধিকার কমিটির আদি যৌথভাবে ও ব্যক্তি গত ভাবে অনিক হন। তাহলে যেখানে সরকার বা বন বিভাগের কোন অভিযান হবে না। এই আইন অনুযায়ী বাড়োওয়াজারা, বাঁধঘুটু ও ইলশুবেড়া গ্রাম সভার প্রবহ ও জঙ্গল, লক্ষ্য করন ইত্যাদি, এবং ধারা, নদী করনা, জমি) বনজ অঞ্চলের অধীনে গ্রাম সভার অধিনে। এই আইন মেনে সিদ্ধান্ত গ্রহন করেন যে,

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রেজল্যুশন

ক্রমিক সংখ্যা

বাগমানি ঝরনা একটি লোকটক আকর্ষিত বা হর্ত্তনীয় দুশন। এই দুশন লারিক্ষার লারিক্ষন, ল্লাগল্লিক প্রস্তু, আক্রমনে প্রতিরোধ ও কর্তব্য পালন করে আসেছে এই ধরা অসুক বনানী বা অসুক প্রকৃতি সংরক্ষন ও বন্য প্রাণীর অস্তিত্ব দুশন সংরক্ষনের ইমিত্ব ও পালন করে আসেছে। তবং বাগমানি ঝরনাতে লোকটক গাড়ি লার্কিং বরনা প্রবেশ হেকেন লাট বিষয়ে সিদ্ধান্ত গ্রহন করেন যে গাড়ি লার্কিং মুল্য টকা ও হেকেন লাট তাদের সিদ্ধান্ত অনুযায়ী করা হবে। এই অসমাপ্ত লোকিবাসীদের (স্থানীয়) অগ্রাধিকার দিয়ে রুজি রোজগার করে আর্থিক, সামাজিক, সংস্কৃতিক কিছুটা স্বাস্থ্য রক্ষা ও বাসস্থানের উন্নয়ন হবেনা।

তাই গ্রাম সভার সিদ্ধান্তই চূড়ান্ত এবং গ্রামসভার নিয়ম নিতি মেনে কেগন্তি, কেন্দুলা বজার রাখতে স্থানীয় উন্নয়ন লার্থিকরীক ও ল্লাভিক ক্রাকামনের সাহায্যের হাত বাড়াতে অনুরোধ রাখিলাম। এবং স্বতন্ত্র ভাবে এই গ্রাম সভা টিকিট চলিচিকে কাউন্টার ব্যবহার করে টিকার নিকাশ রাখবে। এবং সংগৃহীত অর্থ গ্রাম সভার সিদ্ধান্ত অনুযায়ী সরচ করা হবে। এবং বাগমানি ঝরনাতে কাজ করার জন্য গ্রাম সভার অধীন অন্যান্যদের ইমিত্ব বন্টন করবে ও তার হিসাব রাখবে। গ্রাম সভা আলোচনা অনুযায়ী লারবর্তী সভা হবে।

সভায় অন্যান্য আলোচনা লা করে সভা সমাপ্তি ঘোষনা করিলেন।

ধন্যবাদান্তে
সভাপতি

সভাপতি
বাড়ৌওয়াজারা-বাঁধমুটু-দুলভেড়া গ্রামসভা
পোঃ- পাথরডি, বড়কুমা-বালদা, জেলা-পুরুলিয়া
Mangal Murmu

এই সভায় উপস্থিত গ্রাম সভ্যদের স্বাক্ষর

১. জ্যোতিলাল হাঁসদা
২. সুশীল টুডু
৩. সুবোধ চন্দ্র পাত্র
৪. প্রমজন মুর্মু
৫. সোনিল হেমব্রম
৬. চনবাস হাঁসদা
৭. উকিল হাঁসদা
৮. মনোজ হাঁসদা
৯. Pratibha Hansda
১০ Soomnath change
১১. Matilal Hansda
১২. আদিত্য টুডু

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জি. এস. ওয়াই /
এইচ. জি. / ক্লাব

মিটিং রেজল্যুশন বই

গ্রাম উন্নয়ন কমিটি /
মাতা কমিটি / সমিতি

টিং -এর ক্রমিক সংখ্যা ঃ
টিং এর স্থান ঃ

মিটিং এর তারিখ ঃ
মিটিং এর সময় ঃ

উপস্থিত সভ্যগণের নাম

১। .....
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১১। .....
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১৩। .....
১৪। .....

ক্রমিক সংখ্যা	রেজল্যুশন
১৫	ঠাকুরনাথ টুডু
১৪	কেশরী টুডু
১৫	
১৬	Maya Chance
১৭	কাজলি হাঁসদা
১৮	
১৯	সাগরী মার্ডি
২০	ছোড়না মার্ডি
২১	Binod Murmu
২২	Manjoo Murmu
২৩	
২৪	
২৫	Sumitra Murmu
২৬	Rameswar Tudu
২৭	
২৮	বাসন্তনি টুডু
২৯	
৬০	ডাকবনি টুডু
৬১	দ্রৌপদী মার্ডি
৬২	Hansda
৬৩	
৬৪	
৬৫	Pradip Hansda
৬৬	Thakurnath Tudu
৬৭	সুবাস্তী টুডু
৬৮	কবিতা টুডু
৬৯	ইন্দ্রেশ্বর টুডু
৭০	মকর টুডু

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ক্রমিক সংখ্যা	রেজল্যুশন
৪৩	বৈশাখী টুডু
৪৭	Mamita Tudu
৪৬	Melin Hansda
৪৪	বাসন্তী টুডু
৪৫	সোনাই চাঁদ টুডু
৪৬	রুকুমনি হেমব্রম
৪৭	
৪৮	
৪৯	
৫০	স্বপ্নবনী হাসদা
৫১	সাবিত্রী হাসদা
৫২	মধু মুর্মু হাঁসদা
৫৩	অসীম হাঁসদা
৫৪	মানিরাম হাঁসদা
৫৫	ভিক্টোরিয়া হাঁসদা
৫৬	সাবিত্রী হাঁসদা
৫৭	চাঁদমোহন হাঁসদা
৫৮	উকিল হাঁসদা
৫৯	মেসলা হাঁসদা
৬০	সরলা হাঁসদা
৬১	জগন্নাথ হাঁসদা
৬২	সুনিতা হাঁসদা
৬৩	[illegible]
৬৪	রবনি হাঁসদা
৬৫	[illegible]
৬৬	বরদাম হাঁসদা
৬৭	Kaliram Hansda
৬৮	মধন [illegible]
৬৯	অলোকময়ী হাঁসদা
৭০	রবি হাঁসদা
৭১	Chunaram Hansda
৭২	সান্ত্বিলা হাঁসদা
৭৩	লারি হাঁসদা
৭৪	Buddheswar Murmu
৭৫	Ramkrishna Hansda
৭৬	[illegible]
৭৭	বিকাশ মুর্মু
৭৮	Mohan Murmu
৭৯	বনিরাম মুর্মু
৮০	Shukuramani Chame
৮১	শিবু মুর্মু
৮২	বাবিতা মুর্মু

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মিটিং রেজল্যুশন বই
তারিখ : ১৭-১১-২০২৯

২৩/১৪

এস. জি. এস. ওয়াই /
এস. এইচ. জি. / ক্লাব

মিটিং রেজল্যুশন বই

গ্রাম উন্নয়ন কমিটি /
মাতা কমিটি / সমিতি

মিটিং -এর ক্রমিক সংখ্যা ঃ
মিটিং এর স্থান ঃ

মিটিং এর তারিখ ঃ
মিটিং এর সময় ঃ

উপস্থিত সভ্যগণের নাম

১। [redacted] সুরজমুনি মুর্মু
২। Mangaram Mandi
৩। [redacted] সুজাতা মান্ডি
৪। [redacted] বিহারী মান্ডি
৫। রামসিং মান্ডি
৬। [redacted] Hiram Mandi
৭। [redacted] ঘুমন্ট মুর্মু
৮।
৯।
১০।
১১।
১২।
১৩।
১৪।

ক্রমিক সংখ্যা		
১৫.	সোনাধরা মান্ডি	রেজল্যুশন
১৬.	সুনিতা মান্ডি	
১৭.	Chunaram Mandi	
১৮.	[redacted] কিনি মান্ডি	
১৯.	[redacted] বুকনি হাঁসদা	
২০.	Nagen [redacted]	
২১.	[redacted] মনজুরা হাঁসদা	
২২.	ভাদরা হাঁসদা	
২৩.	[redacted]	
২৪.	Namita Hansda	
২৫.	[redacted] ঝাড়েশ্বর মুর্মু	
২৬.	[redacted] বাসন্তী মুর্মু	
২৭.	[redacted] সাবন্তী মুর্মু	
২৮.	বলরাম হাঁসদা	
২৯.	[redacted] Ramani Tudu	
৩০.	[redacted] কুলদা টুডু	
৩১.	[redacted] গিতমুনি টুডু	
৩২.	[redacted] লখু টুডু	
৩৩.	[redacted] সাবি টুডু	
৩৪.	Asoki Chandra	
৩৫.	Sujendar Ghere	
৩৬.	[redacted] সাবিত্রী মরমু	
৩৭.	[redacted] প্রকাশ মুর্মু	
৩৮.	[redacted] মুনিরা মুর্মু	
৩৯.	সোহাগী মুর্মু	
৪০.	Parasing Murmu	
৪১.	রামসিং মান্ডি	
৪২.	[redacted] Sukumar Mandi	
৪৩.	[redacted] সুকুমার মান্ডি	

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অনুমোদন - ২

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া

পাথরডি, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা
যোগাযোগ – ৭৬০২৬৯৯১৩৩, ৯৫৪৭৫

প্রতি
মহকুমা শাসক, ঝালদা ও
চেয়ারম্যান,
বনাধিকার আইন প্রয়োগ সংক্রান্ত সাব-ডিভিশনাল লেভেল কমিটি, ঝালদা
জেলা - পুরুলিয়া

বিষয় : বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামে বনাধিকার আইন ২০০৬ কার্যকরি করার লক্ষ্যে, সামুদায়িক এবং ব্যক্তিগত অধিকার দাবি প্রস্তুতির জন্য সাহায্যের এবং সময়ের অনুরোধ।

মাননীয় মহাশয়,

আপনার অবগতির জন্য জানাই গত ২৭ নভেম্বর ২০২১ তারিখে পুরুলিয়া জেলার বাগমুন্ডি ব্লকের বাগমুন্ডি পঞ্চায়েতে বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামে তপশিলী উপজাতি ও অন্যান্য পরম্পরাগত বনবাসী অধিকার আইন, ২০০৬ [Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006] অনুযায়ি গ্রাম সভা গড়ে তোলা হয়। এই সংবাদের সূচনা গত ২০ ডিসেম্বর ২০২১ আপনাকে জানানো হয় এবং আইন কার্যকরি করার লক্ষ্যে আপনার দপ্তরের সাহায্য প্রার্থনা করা হয়। (কপি সংযোজিত হল)।

গ্রাম সভা গঠনের পর আমাদের দাবি পত্র তৈরি করার কাজ বাকি আছে। ব্যক্তিগত এবং সমষ্টিগত ভোগদখলের জমিগুলির মাপ এবং মানচিত্র তৈরির প্রক্রিয়া চালাতে হবে। কিন্তু দু:খের বিষয় আমরা আজও সামুদায়িক এবং ব্যক্তিগত দাবিপত্রগুলি সম্পূর্ণ করতে পারিনি। আপনি নিশ্চয় জানেন যে আমরা বনবাসীরা প্রান্তিক এবং অবহেলিত অবস্থায় থাকি। আমাদের মধ্যে সচেতনতা এবং দক্ষতার একান্ত অভাব। তাই আপনার কাছে আমরা সাহায্য চেয়েছিলাম যাতে বনাধিকার আইন সম্পর্কে আমাদের বিশদ ভাবে জানানো হয় এবং বিশেষভাবে আমাদের গ্রামের এবং সংশ্লিষ্ট জঙ্গলের মানচিত্র দিয়ে সহায়তা করা হয়।

আমরা আবারও আপনার কাছে সেই আবেদন রাখছি। আমাদের বাসস্থান, চাষের জমি এবং গ্রামের সীমানা নির্ধারণ করার জন্য আমিন নিয়োগ করা প্রয়োজন। সরকারি সাহায্য পেলে আমরা উপকৃত হই। আমরাও আমাদের পক্ষ থেকে দাবিপত্রগুলি সম্পূর্ণ করার সাধ্যমত চেষ্টা করছি। সেই উদ্দ্যশ্যে আমাদের গ্রামসভার বয়স্ক সদস্য এবং পার্শ্ববর্তী গ্রাম সদস্যর উপস্থিতি এবং সহায়তা সহ এই সীমানা নির্ধারণের কাজ শুরু করতে চলেছি। এই অবস্থায় আমরা এই সব কাজ করার জন্য আপনার কাছে কিছু প্রয়োজনীয় সময় চাইছি। আশা করি আমরা তার মধ্যে এই কাজ শেষ করতে পারব এবং আপনার দপ্তরে দাবিপত্রগুলি জমা দিতে পারব।.

শ্রদ্ধা এবং অভিনন্দন সহ

বাড়োওয়াজারা-বাঁধঘুটু-দুলগুবেড়া গ্রামসভা
সোঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া

তারিখ : ২২/০২/২০২২

মঙ্গল মুর্মু
সভাপতি, বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

সম্পাদক
বাড়োওয়াজারা-বাঁধঘুটু-দুলগুবেড়া গ্রামসভা
সোঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া

উকিল হাঁসদা
সম্পাদক, বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

অনুযোজন-৬

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম
পোষ্ট – পাথরডি, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা – প
যোগাযোগ – ৯৫৪৭৩৫১৩৯৮, ৯৬৪১৯৮৯৬০২

তারিখ: 02/11/22

প্রতি
জেলা বন আধিকারিক,
পুরুলিয়া জেলা

বিষয় : ব্যক্তিগত / সমষ্টিগত বনাধিকারের দাবি / সমষ্টিগত বনজ সম্পদের অধিকারের দাবির বাস্তবিক সত্যতা যাচাই এবং সীমানা নির্ধারণ

সূত্র : তফসিলি উপজাতি ও অন্যান্য চিরাচরিত বনবাসী (বনাধিকারের স্বীকৃতি) বিধি ২০১২ এর ১১ (১) ক এবং ১২ (১) ধারা অনুযায়ী।

মহাশয় / মহাশয়া,

এতদ্বারা আপনাকে জানানো হচ্ছে যে আগামী ৮ নভেম্বর ২০২২ সকাল ১০টা থেকে সন্ধ্যা পর্যন্ত এবং ৯ নভেম্বর সকাল ১০টা থেকে দুপুর ১২ টা পর্যন্ত বনাধিকার বিধি ২০১২ এর ১১(১) এবং ১২(১) ধারার অধীনে বনাধিকার সমিতি দ্বারা সমষ্টিগত এবং ব্যক্তিগত বনাধিকারের দাবি / সমষ্টিগত বনজ সম্পদের অধিকারের দাবির বাস্তবিক সত্যতা যাচাই এবং সীমানা নির্ধারণ অনুষ্ঠিত হতে চলেছে। এই উদ্দ্যেশ্যে বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম এবং সংলগ্ন এলাকা পরিদর্শনে যাওয়া হবে। এই পরিদর্শনে আপনার উপস্থিতি একান্ত কাম্য। ঐ প্রক্রিয়ায় আপনাকে স্বয়ং উপস্থিত থেকে বা আপনার প্রতিনিধি পাঠিয়ে সহযোগিতা করার অনুরোধ করা হচ্ছে।

৯ নভেম্বর বনাধিকার সমিতির পক্ষ থেকে দাবি সম্বলিত তালিকা গ্রাম সভার কাছে বিবেচনার জন্য জমা দেওয়া হবে। বিবেচনার জন্য ঐদিন দুপুর ২ টায় গ্রাম সভা অনুষ্ঠিত হবে।

শ্রদ্ধা এবং অভিনন্দন সহ –

তারিখ : 02/11/22

সম্পাদক
উকিল হাঁসদা
বাড়োওয়াজারা-বাঁধঘুটু-দুলগুবেড়া গ্রামসভা
সম্পাদক
পোঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া

মঙ্গল মুর্মু
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

সুনিল টুডু
সম্পাদক, বনাধিকার কমিটি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

নগেন বেসরা
সম্পাদক, বনাধিকার কমিটি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

Mangal Murmu
সভাপতি 02/11/2022
বাড়োওয়াজারা-বাঁধঘুটু-দুলগুবেড়া গ্রামসভা
পোঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া

Received PRL Dn. Vol. Verified Signature Date:

Sunil Tudu 02/11/22
বাড়োওয়াজারা-বাঁধঘুটু-দুলগুবেড়া বনাধিকার কমিটি
পোঃ-পাথরডি, জেলা-পুরুলিয়া

Nagen Besra
সম্পাদক 02/11/2022
বাড়োওয়াজারা-বাঁধঘুটু-দুলগুবেড়া বনাধিকার কমিটি
পোঃ-পাথরডি, জেলা-পুরুলিয়া

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বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রা
পোষ্ট – পাথরডি, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা –
যোগাযোগ – ৯৫৪৭৩৫১৩৯৮, ৯৬৪১৯৮

অনুযোজন - ৭

তারিখ : 02/11/22

প্রতি
উপপ্রধান
অযোধ্যা গ্রাম পঞ্চায়েত

পঞ্চায়েত সদস্য, অযোধ্যা..... গ্রাম

বিষয় : ব্যক্তিগত / সমষ্টিগত বনাধিকারের দাবি / সমষ্টিগত বনজ সম্পদের অধিকারের দাবির বাস্তবিক সত্যতা যাচাই এবং সীমানা নির্ধারণ

সূত্র : তফসিলি উপজাতি ও অন্যান্য চিরাচরিত বনবাসী (বনাধিকারের স্বীকৃতি) বিধি ২০১২ এর ১১ (১) ক এবং ১২ (১) ধারা অনুযায়ী।

মহাশয় / মহাশয়া,

এতদ্বারা আপনাকে জানানো হচ্ছে যে আগামী ৮ নভেম্বর ২০২২ সকাল ১০টা থেকে সন্ধ্যা পর্যন্ত এবং ৯ নভেম্বর সকাল ১০টা থেকে দুপুর ১২ টা পর্যন্ত বনাধিকার বিধি ২০১২ এর ১১(১) এবং ১২(১) ধারার অধীনে বনাধিকার সমিতি দ্বারা সমষ্টিগত এবং ব্যক্তিগত বনাধিকারের দাবি / সমষ্টিগত বনজ সম্পদের অধিকারের দাবির বাস্তবিক সত্যতা যাচাই এবং সীমানা নির্ধারণ অনুষ্ঠিত হতে চলেছে। এই উদ্দ্যেশ্যে বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম এবং সংলগ্ন এলাকা পরিদর্শনে যাওয়া হবে। এই পরিদর্শনে আপনার উপস্থিতি একান্ত কাম্য। ঐ প্রক্রিয়ায় আপনাকে স্বয়ং উপস্থিত থেকে বা আপনার প্রতিনিধি পাঠিয়ে সহযোগিতা করার অনুরোধ করা হচ্ছে।

৯ নভেম্বর বনাধিকার সমিতির পক্ষ থেকে দাবি সম্বলিত তালিকা গ্রাম সভার কাছে বিবেচনার জন্য জমা দেওয়া হবে। বিবেচনার জন্য ঐদিন দুপুর ২ টায় গ্রাম সভা অনুষ্ঠিত হবে।

শ্রদ্ধা এবং অভিনন্দন সহ –

তারিখ : 02/11/22

উপপ্রধান
অযোধ্যা গ্রাম পঞ্চায়েত

সম্পাদক
উকিলমুন্সা
বাড়োওয়াজারা-বাঁধঘুটু-দুলগুবেড়া গ্রামসভা
পোঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া

Adamari Hembram
UPA-PRADHAN
AJODHYA GRAM PANCHAYAT

মঙ্গল মুর্মু
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

সুনিল টুডু
সভাপতি, বনাধিকার কমিটি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

নগেন বেসরা
সম্পাদক, বনাধিকার কমিটি
বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

Mangal Murmu
সভাপতি 04/11/2022
বাড়োওয়াজারা-বাঁধঘুটু-দুলগুবেড়া গ্রামসভা
পাঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া

Sunil Tudu
সভাপতি 04/11/22
বাড়োওয়াজারা-বাঁধঘুটু-দলগুবেড়া বনাধিকার কমিটি
পোঃ-পাথরডি, জেলা-পুরুলিয়া

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সম্মুখোজনে নং

বন অধিকার নিয়ম ২০১২ র ধারা ১২ (১) এবং ১২ক(১) বনজ সম্পদের উপর অধিকার এবং জনগোষ্ঠীর বন অধিকারের জন্য প্রত্যক্ষ যাচাই এর প্রতিবেদন

আজ ৯ নভেম্বর, ২০২২এ বন অধিকার সমিতি গ্রাম বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম-পঞ্চায়েত বাঘমুণ্ডী, ব্লক বাঘমুণ্ডী, জেলা পুরুলিয়া দ্বারা সম্প্রদায়ের নিজ গ্রামের বনজ সম্পদের উপর অধিকার এবং জনগোষ্ঠীর বন অধিকারের দাবির প্রত্যক্ষ যাচাই এর জন্য স্থান-পরিদর্শন করা হয়েছে। এই অনুষ্ঠানে নিম্নলিখিত ব্যাক্তিরা উপস্থিত ছিলেন।

১. ফরেস্ট রেঞ্জ অফিসার অথবা তার প্রতিনিধি (আমন্ত্রিত ছিলেন কিন্তু পরিদর্শনের সময় থাকেন নি)
২. ব্লক অনগ্রসর শ্রেণী কল্যান ও আদিবাসী উন্নয়ন দপ্তর (আমন্ত্রিত ছিলেন কিন্তু পরিদর্শনের সময় থাকেন নি)
৩. ব্লক ভুমি ও ভুমি সংস্কার দপ্তর (আমন্ত্রিত ছিলেন কিন্তু পরিদর্শনের সময় থাকেন নি)
৪. বাঘমুণ্ডী গ্রাম-পঞ্চায়েত থেকে পঞ্চায়েত সদস্য শ্রী পুলিন বেসরা উপস্থিত ছিলেন।
৫. বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম বনাধিকার কমিটির ১৫ জন সদস্য উপস্থিত ছিলেন।
৬. বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভার ৫০ জন মহিলা সদস্য সমেত মোট ১১৫ জন সদস্য
৭. প্রতিবেশী গ্রাম সাহেবডি থেকে ৬ জন, হাতিনাদা গ্রাম থেকে ৫ জন, টাঁড়পানিয়া গ্রাম থেকে ১২ জন, রাঙ্গা বাড়েলহর গ্রাম থেকে ১০ জন আর জিলিনটাড় গ্রাম থেকে ৮ জন উপস্থিত ছিলেন।
৮. প্রতিবেশী গ্রামগুলি থেকে নিম্নলিখিত বয়স্ক ব্যাক্তিরা পরিদর্শনে অংশগ্রহণ করেন –

গ্রামের নাম	নাম	পিতার নাম	বয়স
বাড়েলহর	শ্রী রবি বেসরা	বীরসিং	৭৭
সাহেবডি	শ্রী সানরাম সরেন	লক্ষীরাম	৭২
টাঁড়পানিয়া	শ্রী মগল মুর্মু	গোবরা	৬৭
জিলিনটাড়	শ্রী ঘন্টু মুর্মু	ফলারী	৬৭
হাতিনাদা	শ্রী সোনারাম হেমরম	কার্তিক	৬৩

পরিদর্শনের সময় নিম্নলিখিত বিষয়গুলি জানা গেছে :-

১. বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামের মোট বনাঞ্চলের ক্ষেত্রফল ৫০৪ হেক্টর।
২. এই বনাঞ্চল থেকে গ্রামের লোকেরা নিজেদের প্রয়োজনীয় বনজ দ্রব্য সংগ্রহ করেন।
৩. জ্বালানির জন্য শুকনো কাঠ সংগ্রহ করেন।
৪. নিজেদের গবাদি পশু এই বনাঞ্চলে চারণ করান ও এখান থেকে গবাদি পশুদের জাব সংগ্রহ করে নিয়ে আসেন।
৫. শালপাতা, কেন্দুপাতা, গগুপাতা, খাড়াংঘাস, চিরুঘাস, বাউলা, বিভিন্ন আলু, বনপেঁয়াজ, বনকুন্দরী, বনকাল্লা সহ বিভিন্ন শাক সবজি, হরিতকি, আমলকী বের সহ বিভিন্ন ফল, মহুয়া, মধু, ধুনা, বিভিন্ন লতাগুল্ম, বনৌষধি, বাঁশ, কেন্দু পাতা, শাল পাতা, কন্দ-মূল, জড়ি-বুটি, ফল-ফুল, মহুয়ার ফল ইত্যাদি ও অন্যান্য লঘু বনজ পণ্য সমগ্র বনাঞ্চল থেকে সংগ্রহ করেন।
৬. জঙ্গলের ভেতর বামনকাটাডুংরী, হারবা ডুংরী, লতি ডুংরী ও গুঁড়ি ডুংরী নামে ছোট ছোট পাহাড় বা টিলা আছে।

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৭. জঙ্গলের ভেতরে বামনী ও গুড়িডুংরী নামক ঝর্ণার জল এবং রবিবাঁধ, বাড়ুয়াজারা এবং মারাংবাঁধ নামক জলাশয়ে গবাদি পশুদের খাওয়ান, স্নান করান, কৃষি কাজে-সেচের জন্য ব্যবহার করা হয় এবং ঠুরগা নদিতে মাছ ধরা আর নদির থেকে নুড়ি-বালি সংগ্রহ করা হয়।

৮. এই বনাঞ্চলে নিম্নলিখিত গাছগুলি অধিক পরিমাণে পাওয়া যায়ঃ-
শাল, আসন, পিয়াশাল, মহুয়া, বেল, জাম, কেন্দু, অর্জুন, পেয়ারা, প্রভৃতি

৯. এই গ্রামের শ্মশানভূমি, বাড়েরিয়া মৌজা- ১০৩, দাগ নং ৫৮০৩এ এবং বাঘমুন্ডি মৌজা – ১০৫, দাগ নং ৩৮১তে অবস্থিত।

১০. এই গ্রামের বাঁধঘুটু জাহের থান এবং বাড়ুয়াজারা জাহের থান, বাড়েরিয়া মৌজা- ১০৩, দাগ নং ৬৩৬৩ এবং ৬০৭০-তে অবস্থিত।

১১. এই গ্রামের বাঁধঘুটু মাঝি থান বাড়েরিয়া মৌজা- ১০৩, দাগ নং ৫৮০৩এ অবস্থিত।

১২. এই গ্রামে বিন্দু চন্দন বঙ্গা বুরু থান, বাড়েরিয়া মৌজা- ১০৩, দাগ নং ৩৮১এ অবস্থিত।

১৩. এই গ্রামের ফুটবল খেলার মাঠ, বাড়েরিয়া মৌজা- ১০৩, দাগ নং ৫৮০৩এ অবস্থিত।

১৪. এই গ্রামের আপার ড্যাম পিকনিক স্পট, বাড়েরিয়া মৌজা- ১০৩, দাগ নং ৫৮০৩এ অবস্থিত।

১৫. এই গ্রামের বামনী ঝর্ণা, বাড়েরিয়া মৌজা- ১০৩, দাগ নং ৮৫০৩এ অবস্থিত।

১৬. এই গ্রামের বাড়ুয়াজারা জলাশয়, বাড়েরিয়া মৌজা- ১০৩, দাগ নং ৬২৫৮এ অবস্থিত।

১৭. এই গ্রামের মারাংবাঁধ (জলাশয়), বাড়েরিয়া মৌজা- ১০৩, দাগ নং ৬৩৬৩এ অবস্থিত।

১৮. এই গ্রামের মধ্যে দিয়ে পীচ রাস্তা -বাঘমুন্ডি,অযোধ্যা পাহাড় হয়ে একদিকে পুরুলিয়া ও অন্য দিকে আপার ড্যামের দিকে গেছে। এই গ্রামের মধ্যে দিয়ে সাহেবডি, হাতিনাদা, টাঁড়পানিয়া, বাড়েলহর, জিলিনটাড় প্রভৃতি গ্রামে যাওয়ার রাস্তা আছে।

১৯. সাহেবডি, হাতিনাদা, টাঁড়পানিয়া, বাড়েরিয়া আর জিলিনটাড় প্রতিবেশী গ্রামগুলির মানুষ এই বনাঞ্চলে পশুচারণ করায় ও এখান থেকেই থেকে অপ্রধান বনজ পণ্য ও জ্বালানী কাঠ সংগ্রহ করে।

২০. এই গ্রামে, গ্রামবাসীরা বনের মধ্যে দীর্ঘদিন ধরে ফসল, সবজি, তসর গুটি এবং বাবুই ঘাসের চাষ করেন।

স্বাক্ষর

Sunil Tudu
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলুগুবেড়া বনাধিকার কমিটি
পোঃ-পাথরডি জেলা-পুরুলিয়া

Nagen Basra
সম্পাদক
বাড়ুয়াজারা বাঁধঘুটু দুলুগুবেড়া বনাধিকার কমিটি
পোঃ-পাথরডি জেলা-পুরুলিয়া

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার সমিতি

Mangal Murmu
সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলুগুবেড়া গ্রামসভা
পোঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া

টাকিল হাঁসদা
সম্পাদক
বাড়ুয়াজারা বাঁধঘুটু দুলুগুবেড়া গ্রামসভা
পোঃ-পাথরডি মহকুমা-ঝালদা, জেলা-পুরুলিয়া

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা

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সংযোজন - ৩

বন অধিকার নিয়ম ১২(১চ) এর অন্ত
গ্রাম বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাঞ্চল সীমানা নি

আজ ৯/১১/২০২২এ গ্রামসভা বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া, গ্রাম-পঞ্চায়েত বাঘমুণ্ডী, ব্লক বাঘমুণ্ডী, জেলা পুরুলিয়া, বন অধিকার নিয়ম ২০১২র ধারা ১২(১চ) এর আইন অনুসার বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামের চিরাচরিত সীমানার অন্তর্গত বনাঞ্চলের সীমানা নির্ধারণ আইনত সম্পন্ন হয়েছে।

এই উপলক্ষে বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামের উপস্থিত প্রবীণ ব্যক্তিঃ

১.	শ্রী বাউরী মুর্মু	পিতা	শম্ভু	বয়স ৮৭
২.	শ্রী চরন টুডু	পিতা	ভূষন	বয়স ৭০
৩.	শ্রী ঠাকুরনাথ চঁড়ে	পিতা	বুড়হন	বয়স ৬৬
৪.	শ্রী ঘল্টু মুর্মু	পিতা	সনাতন	বয়স ১০৩
৫.	শ্রী রবি হাঁসদা	পিতা	দুবাই	বয়স ৭৫
৬.	শ্রী শ্রাবন হাঁসদা	পিতা	বাবুরাম	বয়স ৮৩

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামের অধিবাসীরা উপস্থিত ছিলেন, যাঁরা গ্রামের বনাঞ্চলের সীমানা সম্পর্কে সুপরিচিত। এ ব্যতীত প্রতিবেশী গ্রামের যারা অংশ গ্রহণ করেন -

গ্রামের নাম	নাম	পিতার নাম	বয়স
বাড়েলহর	শ্রী রবি বেসরা	বীরসিং	৭৭
সাহেবডি	শ্রী সানরাম সরেন	লক্ষীরাম	৭২
টাঁড়পানিয়া	শ্রী মগল মুর্মু	গোবরা	৬৭
জিলিনটাড়	শ্রী ঘন্টু মুর্মু	ফলারী	৬৭
হাতিনাদা	শ্রী সোনারাম হেমরম	কার্তিক	৬৩

উপস্থিত ছিলেন। এছাড়াও বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভার সভাপতি, সম্পাদক সহ বন অধিকার সমিতি'র সভাপতি, সম্পাদক এবং রাঙ্গা-বাড়েলহর গ্রামসভা'র সম্পাদক শ্রী সুভাষ চন্দ্র হাঁসদা উপস্থিত ছিলেন। বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভার সকল সদস্য ছাড়াও পার্শ্ববর্তী গ্রামগুলির সদস্য উপস্থিত ছিলেন।

সবাই মিলে বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামের বন এলাকার সীমানা পর্যবেক্ষণ করেছিলেন। আশেপাশের গ্রামের প্রবীণরা এবং অন্যান্য বাসিন্দারাও বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামের বনাঞ্চলের সীমানায় কোনও বিবাদ দেখতে পাননি।

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামের মোট বনভূমি ৫০৪ হেক্টার।

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামের বনাঞ্চলের উত্তরে হাতিনাদা গ্রাম, দক্ষিণে লহরিয়া গ্রাম, পূর্বে সাহেবডি গ্রাম ও পশ্চিমে বনভূমি।

স্বাক্ষর

Mangal Murmu উকিল হাঁসদা Sunil Tudu Nagen Besra

সভাপতি সম্পাদক সভাপতি সম্পাদক

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া বনাধিকার সমিতি

সভাপতি সম্পাদক সভাপতি সম্পাদক

বাড়ুয়াজারা বাঁধঘুটু দুলুগুবেড়া গ্রামসভা বাড়ুয়াজারা বাঁধঘুটু দুলুগুবেড়া গ্রামসভা বাড়ুয়াজারা বাঁধঘুটু দুলুগুবেড়া বনাধিকার কমিটি বাড়ুয়াজারা বাঁধঘুটু দুলুগুবেড়া বনাধিকার কমিটি

পোঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া পোঃ-পাথরডি মহকুমা-ঝালদা, জেলা-পুরুলিয়া পোঃ-পাথরডি জেলা-পুরুলিয়া পোঃ-পাথরডি জেলা-পুরুলিয়া

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ফা,০ কোর্ট-২০

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামসভা, বাঘমুন্ডি ব্লক

গ্রামসভার ১০ নভেম্বের ২০২২এ অনুষ্ঠিত সভার কার্যবিবরণী

বিষয়ঃ ব্যাক্তিগত / সমষ্টিগত বনাধিকারের দাবি / সমষ্টিগত বনজ সম্পদের অধিকারের দাবির বাস্তবিক সত্যতা যাচাই এবং সীমানা নির্ধারণ

গ্রামসভার সভাপতি শ্রী মঙ্গল মুর্মু -এর সভাপতিত্বে, বাড়ুয়াজারা গ্রামের গাড়াবেড়া নিমতলা মাঠে বেলা ২টো থেকে বিকেল ৪:৩০টে পর্যন্ত এই সভা অনুষ্ঠিত হয়। (উপস্থিত তালিকা সংযোজিত)

সভাপতি প্রথমে এই সভার উদ্দেশ্য বিশদ ভাবে বুঝিয়ে বলেন। তিনি জানান যে গ্রাম সভা বনাধিকার কমিটিকে দায়িত্ব দিয়েছিল সমষ্টিগত বনজ সম্পদের একটি বিশদ বিবরণ ও মানচিত্র তৈরি করার। সেই সঙ্গে বনবাসীদের ব্যাক্তিগত অধিকারের বিবরণ এবং মানচিত্রগুলি সংগ্রহ করে পরীক্ষা করার। এই দিনের কর্মসূচীর উদ্দেশ্য ছিল এই বিবরণ এবং মানচিত্রের ভিত্তিতে দাবিগুলির সত্যতা, তফশিলি উপজাতি ও অন্যান্য চিরাচরিত বনাবাসি (বনাধিকারের স্বীকৃতি) আইন, ২০০৬ এবং ২০০৭-এর বিধি (সংশোধিত ২০১২) অনুযায়ী যাচাই করা এবং দাবি গ্রহণ যোগ্য হলে তা মহকুমা স্তরের কমিটি ও আদিবাসি উন্নয়ন ও অংরসর শ্রেণী কল্যাণ দফতরের কাছে এবং একটি প্রতিলিপি সমষ্টি উন্নয়ন আধিকারিক, বাঘমুণ্ডী কাছে গ্রাম সভার পক্ষ থেকে পাঠান। এই সভার সূচনা মহাকুমা শাসক, আদিবাসী উন্নয়ন ও অনগ্রসর শ্রেণী কল্যাণ দপ্তর, ব্লক ভূমি ও ভূমি সংস্কার দপ্তর, সমষ্টি উন্নয়ন আধিকারিক, ফরেস্ট রেঞ্জ দপ্তর, বাঘমুণ্ডী গ্রাম পঞ্চায়েত প্রধান, সদস্য ও সচিবকে দেওয়া হয়েছে। পার্শ্ববর্তী গ্রামগুলির গুরুত্বপূর্ণ প্রবীণ বাসিন্দা এবং প্রতিবেশী গ্রামসভা'র সভাপতিদেরও দেওয়া হয়।

এই সভায় ৫০ শতাংশর বেশি গ্রামবাসী উপস্থিত ছিলেন। তালিকা সংযোজিত হল।

সভায় ৬১ জন আবেদনকারীর ব্যাক্তিগত দাবি গৃহীত হয়। গ্রামসভার পক্ষ থেকে বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রামের সামুদায়িক বনজ সম্পদের এবং তফিশিল উপজাতিদের সাংস্কৃতিক কমর্সূচীর স্থানগুলি চিহ্নিত করা বিবরণ এবং মানচিত্র পর্যালোচনা করা হয়।

সভায় অংশগহণ কারীদের মধ্য থেকে কয়েকটি প্রস্তাব আসে –

১। এই গ্রাম সভার ৫৯ জন সদস্যর ব্যাক্তিগত চাষের জমি এবং হাতিনাদা গ্রামের ২ জন ব্যক্তি, যাদের চাষের জমি বাড়েরিয়া মৌজায় আছে তাদের জমির দাবি অনুমোদনের জন্য এই সভায় প্রস্তাবিত হয়।

২। সামুদায়িক বনজ সম্পদের বিবরণ - মানচিত্রে বিন্দু চন্দন বঙ্গা বুরু থান, মাঝি থান, জাহের থান, শ্মশানভূমি এবং তফশিলি উপজাতিদের জঙ্গলের ভেতরে বামনী নামক ঝর্ণা, বাড়ুয়াজারা জলাশয়, মারাংবাঁধ জলাশয়, আপার ড্যাম পিকনিক স্থান ও ব্যাবহৃত ফুটবল মাঠ দেখানো হবে। এই সমস্ত সামুদায়িক বনজ সম্পদের ব্যবহার যথাযথ ফর্মে দাবি করা হবে।

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৩। জিপিএস এ স্যাটেলাইটের সমস্যা হওয়ায় পরবর্তীতে জমা হবে। বনজসম্পদ এলাকার হাতনক্সা সহ এসডিএলসিতে দাবী পত্র জমা দেওয়া হবে।

সভাপতি জানান যে আবেদনগুলি গৃহীত হল, সেগুলির আবেদনকারীরা প্রতেকেই জাতিগত পরিচয়ের স্বীকৃতি প্রমান সহ আবেদন পত্রের সাথে (ক ফর্ম) সংযোজন করেছেন।

সভায় সিদ্ধান্ত হয় –

১। সভায় গৃহীত সামুদায়িক বনজ সম্পদের দাবি এবং ৬১টি পরিবারের ব্যাক্তিগত দাবি, গ্রাম সভার পক্ষ থেকে বনাধিকার সংক্রান্ত মহকুমা স্তরীয় কমিটি, ঝালদা-এর কাছে এবং একই সঙ্গে প্রকল্প আধিকারিক তথা জেলা কল্যাণ আধিকারিক, আদিবাসী উন্নয়ন এবং অনগ্রসর শ্রেণী কল্যাণ দপ্তর, পুরুলিয়া-এর কাছে পাঠানো হবে এবং একটি প্রতিলিপি সমষ্টি উন্নয়ন আধিকারি, বাঘমুন্ডী-এর কাছে পাঠানো হবে।

২। পরবর্তীকালে যদি আরও আদিবাসী এবং অন্যান্য চিরাচরিত অধিবাসীর দাবি আসে, সেগুলি গ্রাম সভায় বিবেচনা করা হবে এবং উপযুক্ত প্রমান সাপেক্ষে সেগুলি গৃহীত হবে। তারপর সেগুলি সম্পর্কে পরবর্তী কার্যক্রম নেওয়া হবে।

৩। জিপিএস মেসিন দ্বারা তৈরি মানচিত্রে স্যাটেলাইটের সমস্যা হওয়ায় সমস্ত ব্যবহৃত ক্ষেত্র দেখানো সম্ভব হয়নি। পরবর্তীতে সংশোধিত জিপিএস ম্যাপ আর একবার দেওয়া হবে।

৪। গ্রামসভার সীমানা বরাবর চার দিকে এবং বামনি ঝর্ণার প্রবেশমুখে গ্রামসভার সাইনবোর্ড লাগানো হবে।

৫। মানচিত্রে গোচারণভূমি এবং তফশিলি উপজাতি সাংস্কৃতিক ক্ষেত্রগুলির দাবি সঠিক ফর্মে ভরা হবে।

অন্যান্য আলোচনার বিষয় না থাকায় সভার সমাপ্তি ঘোষণা করা হয়।

Mangal Murmu
সভাপতি

বাড়ুয়াজারা বাঁধঘুটু দুলগুবেড়া গ্রাম সভা

সভাপতি
বাড়ুয়াজারা বাঁধঘুটু দুলুগুবেড়া গ্রামসভা
পোঃ-পাথরডি, মহকুমা-ঝালদা, জেলা-পুরুলিয়া

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এস. জি. এস. ওয়াই /
এস. এইচ. জি. / ক্লাব

মিটিং রেজল্যুশন বই

গ্রাম উন্নয়ন কমিটি
মাতা কমিটি / সমি

মিটিং -এর ক্রমিক সংখ্যা ঃ ১০
মিটিং এর তারিখ ঃ ১০/১১/২০২২
মিটিং এর স্থান ঃ বাড়ুইজোরা নিম্নতলা
মিটিং এর সময় ঃ ২:০০ ঘটিকায়

উপস্থিত সভ্যগণের নাম

১। .....
২। .....
৩। .....
৪। .....
৫। .....
৬। .....
৭। .....
৮। .....
৯। .....
১০। .....
১১। .....
১২। .....
১৩। .....
১৪। .....

ক্রমিক সংখ্যা	রেজল্যুশন

বিষয় :- ব্যক্তিগত, সমষ্টিগত বনাধিকারের দাবি ও সমষ্টিগত বনজ সম্পদের অধিকারের দাবির বাস্তবিক সত্যতা যাচাই এবং সীমানা নির্ধারণ।

বাড়ুইজোরা বস্তির দুলদুবেড়া গ্রাম সভার সভাপতি শ্রী মঙ্গল মুর্মু জর সভা সভাস্থি বাড়ুইজোরা গ্রামের পাড়া বেলা নিম্নতলার মাঠে বেলা ২টা থেকে বিকেল ৪:০০টে পর্যন্ত এই সভা অনুষ্ঠিত হয়।

সভাপতি প্রথমে এই সভার উদ্দেশ্য বিশদ ভাবে বুঝিয়ে বলেন। তিনি জানান যে গ্রাম সভা বনাধিকার কমিটিকে দায়িত্ব দিয়েছিল সমষ্টিগত বনজ সম্পদের একটি বিশদ বিবরণ ও মানচিত্র তৈরি করার। সেই সঙ্গে বনবাসিদের ব্যক্তিগত অধিকারের বিবরণ এবং মানচিত্রগুলি সংগ্রহ করে পরীক্ষা করার। সেই দিনের কর্মসূচীর উদ্দেশ্য ছিল এই বিবরণ এবং মানচিত্রের ভিত্তিতে দাবিগুলির সত্যতা, তফসিলি উপজাতি ও অন্যান্য চিরাচরিত বনবাসি (বনাধিকারের স্বীকৃতি) আইন ২০০৬ এবং ২০০৭ এর বিধি (সংশোধিত ২০১২) অনুযায়ী যাচাই করা এবং দাবি গ্রহণ যোগ্য হলে তা মহকুমা স্তরের কমিটি ও আদিবাসি উন্নয়ন ও অনগ্রসর শ্রেণী কল্যান দপ্তরের কাছে এবং একটি প্রতিলিপি সমষ্টি উন্নয়ন আধিকারিক বাঘমুন্ডির কাছে গ্রাম সভার পক্ষ থেকে পাঠানো। এই সভার সূচনা মহকুমা শাসক, আদিবাসি উন্নয়ন ও অনগ্রসর শ্রেণী কল্যান দপ্তর, ব্লক ভূমি ও ভূমি সংস্কার দপ্তর, সমষ্টি উন্নয়ন আধিকারিক, মনরেগা রেঞ্জ দপ্তর, বাঘমুন্ডি গ্রাম পঞ্চায়েত প্রধান, সদস্য ও সচিবকে দেওয়া হয়েছে। পার্শ্ববর্তী গ্রামগুলির গুরুত্ব পূর্ণ প্রবীন বাসিন্দা এবং প্রতিবেশী গ্রাম সভার সভাপতিদেরও দেওয়া হয়। এই সভায় ৫০ জনেরও বেশী গ্রামবাসি উপস্থিত ছিলেন, সভায় ৫ জন আবেদন কারীর ব্যক্তিগত দাবি গৃহীত হয়। গ্রাম সভার পক্ষ থেকে বাড়ুইজোরা, বাঁধ ঘুটু দুলদুবেড়া গ্রামের সামুদায়িক বনজ সম্পদের এবং তফসিলি উপজাতিদের সাংস্কৃতিক কর্মসূচীর দায়ানগুলি চিহ্নিত করে বিবরণ এবং মানচিত্র পর্যালোচনা করা হয়।

সভায় অংশগ্রহণ কারীদের মধ্যে থেকে কয়েকটি প্রস্তাব আসে :-

১ এই গ্রাম সভার ৫ জন সদস্যের ব্যক্তিগত চাষের জমি এবং হাতিনাদা গ্রামের ২ জন ব্যক্তির মেটা বাড়ি রিয়া মৌজায় আছে সেই দাবিটি অনুমোদনের জন্য এই সভায় প্রস্তাবিত হয়।

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ক্রমিক সংখ্যা

রেজল্যুশন

২ সামুদায়িক বনজ সম্পদের বিবরন- মানচিত্রে উল্লেখিত সীমানা মন্দির স্থান, মাঝি থান, জাহের থান - শ্মশানভূমি এবং তন্মধ্যস্থিত বৈজ্ঞাতিদের জঙ্গলের ভেতরে বামনি নামক ঝর্না, বড়ুমাজরা জলাশয়, মাঝড় বাঁধ জলাশয়, আলার ডাম, পিকনিক স্পট। এই সমস্ত সামুদায়িক বনজ সম্পদের ব্যবহার যথা যথ ভাবে হবিকিরা হবে।

৩ জিপিএস যন্ত্র দ্যাটেলাইটের সমস্যা হওয়ায় পরবর্তীতে জমা হবে, বনজ সম্পদ এলাকার হাত নক্সা সহ DFO তে দাবি পত্র জমা দেওয়া হবে।

সর্বসম্মতি ক্রমে, আবেদন গুলি গৃহীত হল। সেগুলি আবেদন কারীরা প্রত্যেকেই জাতিগত পরিচয়ের স্বীকৃতি প্রমান সহ আবেদন পত্রের সাথে কেন কর্ম সংযোজন করেছেন।

সভায় সিদ্ধান্ত হয়:-

১ সর্বসম্মত গৃহীত সামুদায়িক বনজ সম্পদের দাবি এবং ৫৮ টি পরিবারের ব্যক্তি গত দাবি, গ্রামসভার লক্ষ্যে থেকে বনাধিকার সংক্রান্ত মহকুমা শাসকীয় কমিটি, ধানবাদ-এর কাছে এবং একই সঙ্গে প্রকল্প আধিকারিক তথা জেলা কল্যান আধিকারিক, আদিবাসি উন্নয়ন এবং অনুন্নত শ্রেনী কল্যান দপ্তর, পুরুলিয়া-র কাছে পাঠানো হবে এবং একটি প্রতিলিপি সমষ্টি উন্নয়ন আধিকারিক, বঘমুন্ডি - এর কাছে পাঠানো হবে।

২ পরবর্তী কালে যদি আরো আদিবাসী এবং অন্যান্য বিরা চরিত্রের দাবি আসে সেগুলি গ্রামসভায় বিবেচনা করা হবে এবং উপযুক্ত প্রমান সাপেক্ষে সেগুলি গৃহীত হবে, তার পর সেগুলি সম্পর্কে পরবর্তী কর্মক্রম নেওয়া হবে।

৩ জিপিএস মেশিন দ্বারা তৈরি মানচিত্রে দ্যাটেলাইটে সমস্যা হওয়ায় সমস্ত জায়গার স্কেচ দেখানো সম্ভব হয়নি, পরবর্তীতে প্রস্তাবিত জিপিএস স্ক্যান করে এতকরে দেওয়া হবে।

৪ গ্রামসভার সীমানা বরাবর চারদিকে এবং বামনি ঝর্নার প্রবেশমুখে গ্রামসভার সাইন বোর্ড লাগানো হবে।

৫ মানচিত্রে চোহারমাল্লুমি এবং অফলিনিউপজাতি গ্রামসভা স্থলে গুলি ঠিক সঠিক ভাবে ভরা হবে।

অন্যান্য আলোচনার বিষয় না থাকায় সভাপতির অনুক্রমে সভা সমাপ্তি ঘোষনা করা হয়।

সভা পতির স্বাক্ষর:-

Mongal Murmu
সভাগতি
বাড়াজোরা বাঁকড়ি [illegible] গ্রামসভা
[illegible]

গ্রামসভার সদস্য দের স্বাক্ষর -

1.	Shiren Chanre	11. Kalipada Baski	
2.	Sundar Chanre	12. মাধব মুর্মু	Haladmani Besra
3.	Manoj Hansda	13. বাবি বেসরা	বাসন্তী মুর্মু
4.	Rakesh Hansda	14. সোমাই বারী - মন্ডি	Gouramani Murmu.
5.	উকেন্দ্র টুডু	15. Patilal Hansda	বেবতী টুডু
6.	Sunito mandi	16. Sajer Hansda	ভাদারি হাঁসদা
7.	[illegible]	17. যুগী বসন্ত টুডু	তামলি টুডু
8.	[illegible] মান্ডি	18. Sarbeswar Hansda	
9.	Fakuni murmu	19. [illegible]	পানতামি হাঁসদা
10.	Ashamani Hansda	20. Mohan Murmu	

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এস. জি. এস. ওয়াই /
এস. এইচ. জি. / ক্লাব

মিটিং রেজল্যুশন বই

গ্রাম উন্নয়ন কমিটি
মাতা কমিটি / সমি

মিটিং -এর ক্রমিক সংখ্যা ঃ ১০
মিটিং এর তারিখ ঃ ২০/১১/2022
মিটিং এর স্থান ঃ সাউথ বেঙ্গ নিবেতনী
মিটিং এর সময় ঃ ২:০০ অপরাহ্ণ

উপস্থিত সভ্যগণের নাম

Bera
২৫/০১/২০২৩

১। .....
২। Baghmundi GP
৩। Dhaniram Murmu
৪। Arjun Bera
৫। L.T.I জগন্নাথ হাঁসদা
৬। Baidyanath Murmu
৭। Manika Tudu
৮। L.T.I সান্তনী মুর্মু
৯। .....
১০। সরেন করটুডু
১১। মুকুন্দমনি টুডু
১২। Gopal Ramhasda
১৩। Mangal Murmu
১৪। Sunil Tudu

ক্রমিক সংখ্যা		রেজল্যুশন	
১	Ajit Hansda	Aghor Mandi	L.T.I Rupali Han
	Rameswar Tudu	বুধু না টুডু	L.T.I Rabi Hans
	সন্তোষ টুডু	L.T.I শুকুরমনি টুডু	L.T.I রাঁধুনি গ্রাম
	জগদীশ টুডু	L.T.I বাসুদেব টুডু	L.T.I বৈদ্যনাথপুর গ্র
	L.T.I ভরাবনগ্রাম	সুস্মিতা মার্ডি	Laxman Hansda
	মহেশ্বরাঁহাসদা	L.T.I ঝড়েশ্বর মুর্মু	দারা সিং মুর্মু
	উকিল হাঁসদা	বোরো টুডু সর্দার	শ্রীপতি বেসরা
	মানসা হাঁসদা	লোধু টুডু	Bimod Murmu
	সঙ্গীতা হাঁসদা	Chunaram Hansda	Sunil Hansda
	সন্তানী হাঁসদা	রমিতা হাঁসদা	রাজেন মার্ডি
	জিরামনি হাঁসদা	L.T.I Rani Hansda	রামসিং মার্ডি
	রামচন্দ্র হাঁসদা	L.T.I Labin Hansda	Chunaram Ma
	সুন্দরী হাঁসদা	Saket Hansda	Munaram Mandi
	রিনকো হাঁসদা	L.T.I বিমলা হাঁসদা	Kaliram Mandi
	অঞ্জনা হাঁসদা	Suntila Hansda	Balaram Mard
	সুখিলা হাঁসদা	Buddheswar Murmu	Ramjan Murm
	সুকুমার মুর্মু	Kumar ch. Murmu	সুভাষ মুর্মু
	বাবু রানা হেমব্রম	সিমতি হাঁসদা	বনীরাম মুর্মু
	প্রভাকর টুডু	L.T.I Raman Murmu	কবীতা মুর্মু
	L.T.I কাজলি হাঁসদা	সুনিলা হাঁসদা	Haradhani Mandi
	সুমিত হাসদা	Ramkrishna Hansda	জয়রাম মুর্মু
	L.T.I বিদ্যাবনী টুডু	L.T.I প্রীতমনি হাঁসদা	Someswar Murm
	L.T.I অরুণ টুডু	Joyram Hansda	Kartik Murmu
	Lakhiram Tudu	ঝরিয়া হাঁসদা	বাসুদেব মুর্মু
	Kalyani Tudu	L.T.I প্রসন হাঁসদা	রাজেন মুর্মু
	L.T.I কাজল টুডু	মদন হাঁসদা	চুনচুন হাঁসদা
	নিবেদিতা টুডু	L.T.I কল্যাণি হাঁসদা	Ashani Hansda
	Anjali Tudu	L.T.I সবলা হাঁসদা	শিখা টুডু
	Pintu Mandi	L.T.I লক্ষ্মন হাঁসদা	Kalyani Tudu

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ক্রমিক সংখ্যা	প্রতিবেশি গ্রাম রাষ্ট্রীয় বাড়েলহ - রেজল্যুশন	
১	[illegible]	৬। Subhash Hansda
২	Sushil Murmu	৭। [illegible]
৩	[illegible]	৮। [illegible]
৪	Mudhiram Soren	৯। [illegible]
৫	Kaliram Tudu	১০। [illegible]
	প্রতিবেশি গ্রাম টাড় পানিয়া -	
১	[illegible]	৭। Rajesh Manoli
২	Subosh Hansda	৮। [illegible]
৩	Samar Baskey	৯। Iswal Mandi
৪	[illegible]	১০। Sikram Mandi
৫	[illegible]	১১। [illegible]
৬	[illegible]	১২। Sunil Hembram
	প্রতিবেশি গ্রাম পাথেরডি -	
১	Maheswar Soren	৪। L.T.I Sanaram Soren
২	Kanu Besra	৫। Arjun Basra
৩	[illegible]	৬। Pulen Besra
	প্রতিবেশি গ্রাম হাতিবাদা	
১	Puitu Mandi	৪। [illegible]
২	Aghor Mandi	৫। Budhan Mandi
৩	L.T.I Shisumani Mandi	
	প্রতিবেশি গ্রাম জিলিঙ টাড় -	
১	L.T.I Ghanta Murmu	৫। [illegible]
২	Madan Murmu	৬। Rabindra Murmu
৩	[illegible]	৭। Anil Murmu
৪	[illegible]	৮। [illegible]

গ্রাম সভার সদস্যদের স্বাক্ষর -

Manjoo Murmu
[illegible]
[illegible]
[illegible]
[illegible]
Maya Chanre
Bikash Hansda
[illegible]

Mangal Murmu
সভাপতি
[illegible]

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ENGLISH TRANLATION OF ANNEXUREA-5

BARUAJARA BANDHGHUTU DULGUBERA GRAMSABHA
PO- Pathardi, P.S- Bagmundi, S.D.O- Jhalda, Dist- Purulia, Pin-723152
Contact- 9547351398, 9641989642

Ref No- Claim Application/Baruajara Bandhghutu Dulgubera/2023 Date-24.05.2023

To
SDO and
Chairman
Sub Division Level Forest Rights Committee
Jhalda Sub Division
Dist- Purulia

Sub: Claim for Community Forest Rights and Community Forest Resource Rights

Note: The Schedule Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 Section 6(1) and Section 11(5) of 2012

On 9.11.2022 Baruajara Bandhghutu Dulgubera Gramsabha has completed the process of community forest rights and community resource rights claims scrutiny and boundary marking. And on 10.11.2022 proposed claims were accepted after discussion in Gramsabha meeting. Claims along with supporting documents are hereby forwarded to you for suitable action.

Please acknowledge this letter and other documents.

Claim Form- "B" includes 504 Ha of forest lands.
Claim Form- "C" includes 504 Ha of forest lands.

North- Lat. 23°12'49.82" N
Lon. 86°5'18.77" E
South- Lat. 23°11'22.12" N
Lon. 86°6'30.25" E
East- Lat. 23°11'58.92" N
Lon. 86°5'40.76" E
West- Lat. 23°11'54.69" N
Lon. 86°4'37.47" E

Yours Faithfully,
Mangol Murmu (Chairman, Baruajara Bandhghutu Dulgubera Gramsabha)
Ukil Hansda (Secretary, Baruajara Bandhghutu Dulgubera Gramsabha)
Sunil Tudu (Chairman, Baruajara Bandhghutu Dulgubera F.R.C)
Nagen Besra (Secretary, Baruajara Bandhghutu Dulgubera F.R.C)

Documents submitted along with Claim Form "B" and "C"

Attachment 1- Name and signature/LTI of Claimants
Attachment 2- Map of claimed Forestland [Section 12(1F) of FRA Rule 2012, Hand drawn map]
Attachment 3- Testimony in support
1. Affidavit of Elderly citizens from neighbouring villages according to Rule 13(I) of the law
2. One document according to Rule 13(A) of the law
3. Map and pictures of Jaher Than/ Majhi Than/Bindu Chandan Banga Buru Than/ Burning Ghat/ Playing Fields/ Agricultural lands/ Grazing Lands/Upper Dam picnic spot/ waterbody of Baruajara and Marang Bandh according to Rule 13(2C) of the law
Attachment 4- Received copies of letters sent to SDLC asking for necessary help [Clause 6-B]
Attachment 5- Received copies of lettser sent to SDLC informing initiation of Forest Rights claim process [Clause 11-1B]
Attachment 6- Received copies of letters sent to Forest Officer and Panchayat Officer for sight inspection. [Clause 12-1]

Attachment 7- Received copies of letters sent Panchayat Pradhan/Panchayat Member of neighbouring villages for boundary demarkation. [Clause 11-B]
Attachment 8- Proceedings of sight inspection [Clause 12A-1]
Attachment 9- Proceedings of boundary demarkation [Clause 12-1F]
Attachment 10- Proceedings of Gram sabha [Clause 12-1G]

Copies forwarded to-
A. P.O cum D.W.O, BCW Department, Purulia
B. B.D.O, Baghmundi, Dist- Purulia

**** COPY RECEIVED BY P.O cum D.W.O, B.C.W Department, Purulia, dated 23.05.2023**
**** COPY RECEIVED BY S.D.O JHALDA, Dist- Purulia, dated 24.05.2023**
**** COPY RECEIVED BY B.D.O BAGHMUNDI, Dist-Purulia, dated 24.05.2023**

Attachment 1- Name and signature/LTI of Claimants

To
SDO and
Chairman
Sub Division Level Forest Rights Committee
Jhalda Sub Division
Dist- Purulia

Sub- Documents for Individual Forest Rights Claims

Note: The Schedule Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 Section 6(1) and Section 11(5) of 2012

On 9.11.2022 Baruajara Bandhghutu Dulgubera Gramsabha has completed the process of individual forest rights and individual resource rights claims scrutiny. And on 10.11.2022, 61 proposed claims were accepted after discussion in Gramsabha meeting. Claims along with supporting documents are hereby forwarded to you for suitable action.

Please acknowledge this letter and other documents.

Yours Faithfully,
Mangol Murmu (Chairman, Baruajara Bandhghutu Dulgubera Gramsabha)
Ukil Hansda (Secretary, Baruajara Bandhghutu Dulgubera Gramsabha)
Sunil Tudu (Chairman, Baruajara Bandhghutu Dulgubera F.R.C)
Nagen Besra (Secretary, Baruajara Bandhghutu Dulgubera F.R.C)

Documents submitted along with Claim Form "A"-
Attachment 1- List of names of the Claimants
Attachment 2- Filled up Forms for claimed Forest land by Claimants, Govt I.D Proof, Cast Certificate, Hand drawn map

Copies forwarded to-

A. P.O cum D.W.O, BCW Department, Purulia
B. B.D.O, Baghmundi, Dist- Purulia

**** COPY RECEIVED BY P.O cum D.W.O, B.C.W Department, Purulia, dated 23.05.2023**
**** COPY RECEIVED BY S.D.O JHALDA, Dist- Purulia, dated 24.05.2023**
**** COPY RECEIVED BY B.D.O BAGHMUNDI, Dist-Purulia, dated 24.05.2023**

List of names to be recognized under the Forest Rights Act, 2006 for the occupation of vastu and agricultural land from the Forest Rights Committee of Baruajara Bandhghutu Durlgubera Gramsabha, Baghmundi Gram Panchayat, Block- Baghmundi, Dist- Purulia.

Sl No.	Head of the family and other members	Father/ Husband	Age (Years)	Relation	Occupied Vastu Land	Occupied Agricultural Land (Decimal)
01	AJIT HANSDA 1. PEMLA HANSDA 2. LAKSHMI CHARAN HANSDA 3. SHIB CHARAN HANSDA	F- SHRABAN 1. H- AJIT 2. H- AJIT 3. H-AJIT	42Y 1. 34Y 2. 14Y 3. 11Y	HOF 1. WIFE 2. SON 3. SON		144
02	ANIL HANSDA 1. RUPUMANI BESRA(HANSDA)	F- HAGRU 1. H- ANIL	24Y 1. 24Y	HOF 1. WIFE		17
03	ANIL CHANRE 1. RUPUMANI CHANRE 2. SUKUR MANI CHANRE 3. SOMNATH CHANRE 4. LUTHA CHANRE	F -LT SONARAM 1. H-LT SONARAM 2. H- ANIL 3. F- ANIL 4. F- ANIL	43Y 1. 66Y 2. 34Y 3. 18Y 4. 13Y	HOF 1. MOTHER 2. WIFE 3. SON 4. SON		234
04	DHIREN CHANRE 1. MAYA CHANRE 2. SONAKASHI CHANRE	F - THAKUR NATH CHANRE 1. H- DHIREN CHANRE 2. F- DHIREN CHANRE	32Y 1. 32Y 2. 4Y	HOF 1. WIFE 2. DAUGHTER		23
05	BALARAM HANSDA 1. MAHESWARI HANSDA 2. PRAMESWAR HANSDA 3. LAXMAN HANSDA	F - KANKA HANSDA 1. H- BALARAM HANSDA 2. F- BALARAM HANSDA 3. F- BALARAM HANSDA	52Y 1. 46Y 2. 24Y 3. 21Y	HOF 1. WIFE 2. SON 3. SON		176
06	MANOJ HANSDA 1. SACHI HANSDA 2. AJANTA HANSDA 3. MARSHAL HANSDA	F - SUKRAM HANSDA 1. H- SUKRAM HANSDA 2. H- MANOJ HANSDA 3. F- MANOJ HANSDA	25Y 1. 50Y 2. 20Y 3. 5Y	HOF 1. MOTHER 2. WIFE 3. SON		281
07	MANIRAM HANSDA 1. JIRAMANI HANSDA 2. PRADIP HANSDA	F - KANKA HANSDA 1. H- MANIRAM HANSDA	39Y 1. 32Y 2. 11Y	HOF 1. WIFE 2. SON		33

		2. F- MANIRAM HANSDA				
08	SARBESWAR HANSDA	F - KANDRU HANSDA	34Y	HOF		112
09	BAIDYANATH MURMU 1. SAMITRA MURMU 2. ADITYA MURMU	F - BAURI MURMU 1. H- BAIDYANATH MURMU 2. F- BAIDYANATH MURMU	28Y 1. 23Y 2. 2.5Y	HOF 1. WIFE 2. SON		30
10	MAKAR TUDU 1. RAMESWAR TUDU 2. UMEAWAR TUDU	F - GHASIRAM MAJHI 1. F- MAKAR TUDU 2. F- MAKAR TUDU	67Y 1. 42Y 2. 38Y	HOF 1. SON 2. SON		425
11	THAKURNATH TUDU 1. BHARATI TUDU 2. LAXMAN TUDU 3. CHANDRANATH TUDU	F - SHIBNATH TUDU 1. H- THAKURNATH TUDU 2. F- THAKURNATH TUDU 3. THAKURNATH TUDU	27Y 1. 27Y 2. 11Y 3. 9Y	HOF 1. WIFE 2. SON 3. SON		34
12	SUPENDAR CHANRE 1. ESOKI CHANRE 2. SONALI CHANRE	F - THAKURNATH CHANRE 1. H- SUPENDAR CHANRE 2. SUPENDAR CHANRE	26Y 1. 25Y 2. 3Y	HOF 1. WIFE 2. DAUGHTER		23
13	SUNIL HANSDA	F - HAGRU HANSDA	20Y	HOF		17
14	BINOD MURMU 1. BASAKI MURMU 2. ANNAPURNA MURMU	F - BAURI MURMU 1. H- BINOD MURMU 2. F- BINOD MURMU	26Y 1. 35Y 2. 2.5Y	HOF 1. WIFE 2. DAUGHTER		30
15	UKIL HANSDA 1. SANGEETA HANSDA 2. SAGUN HANSDA	F - KANKA HANSDA 1. H- UKIL HANSDA 2. F- UKIL HANSDA	37Y 1. 35Y 2. 10Y	HOF 1. WIFE 2. DAUGHTER		446
16	CHUNARAM HANSDA 1. NAMITA HANSDA	F - LABIN HANSDA 1. H- CHUNARAM HANSDA	26Y 1. 22Y	HOF 1. WIFE		28
17	THAKURNATH CHANRE 1. KESHARI CHANRE 2. SUPENDAR CHANRE 3. DHIREN CHANRE	F - BURAN CHANRE 1. H- THAKURNATH CHANRE 2. F-	62Y 1. 59Y 2. 28Y 3. 32Y	HOF 1. WIFE 2. SON 3. SON		339

		THAKURNATH CHANRE 3. F- THAKURNATH CHANRE				
18.	LABIN HANSDA 1. MALIN HANSDA 2. RAMPRASAD HANSDA 3. CHUNARAM HANSDA	F - DUBAI HANSDA 1. F- LABIN HANSDA 2. LABIN HANSDA 3. LABIN HANSDA	67Y 1. 37Y 2. 30Y 3. 26Y	HOF 1. DON 2. SON 3. SON		1467
19	BAURI MURMU 1. RUPU MURMU 2. BAIDYANATH MURMU 3. BINOD MURMU 4. SUMITRA MURMU 5. BASAKI MURMU 6. ADITYA MURMU 7. ANNAPURNA MURMU	F - SHAMBHU MURMU 1. H- BAURI MURMU 2. F- BAURI MURMU 3. F- BAURI MURMU 4. BAURI MURMU (BAIDYANATH) 5. BAURI MURMU (BINOD) 6. F- BAIDYANATH MURMU 7. BINOD MURMU	87Y 1. 77Y 2. 28Y 3. 26Y 4. 23Y 5. 35Y 6. 2.5Y 7. 2.5Y	HOF 1. WIFE 2. SON 3. SON 4. DAUGTER IN LAW 5. DAUGHTER IN LAW 6. GRAND SON 7. GRAND DAUGHTER		246
20	RAMPRASADA HANSDA 1. BHADARI HANSDA 2. RUPALI HANSDA 3. SAGEN HANSDA	F - LABIN HANSDA 1. H- RAMPRASADA HANSDA 2. F- RAMPRASADA HANSDA 3. F- RAMPRASADA HANSDA	30Y 1. 22Y 2. 8Y 3. 5Y	HOF 1. WIFE 2. DAUGHTER 3. SON		41
21	SRIKANTA TUDU 1. SUJNI TUDU 2. SUNIL TUDU 3. CHARAN TUDU	CHARAN TUDU 1. H- SRIKANTA TUDU 2. F- SRIKANTA TUDU 3. F- LATE BHUSHAN TUDU	49Y 1. 47Y 2. 20Y 3. 85Y	HOF 1. WIFE 2. SON 3. FATHER		224
22	MUKUNDA TUDU 1. SUKURMANI TUDU 2. CHUTLAL TUDU	F - NANDA TUDU 1. H- MUKUNDA TUDU 2. F- MUKUNDA TUDU	53Y 1. 49Y 2. 14	HOF 1. WIFE 2. SON		103
23	MALIN HANSDA 1. RAKESH HANSDA 2. RAJESH HANSDA	F - LABIN HANSDA 1. F- MALIN HANSDA 2. F- MALIN HANSDA	37Y 1. 12Y 2. 1Y	HOF 1. SON 2. SON		137

24	JAYRAM HANSDA 1. LARI HANSDA 2. TARAS HANSDA	F - SHRABAN HANSDA 1. H- JAYRAM HANSDA 2. F- JAYRAM HANSDA	34Y 1. 32Y 2. 6Y	HOF 1. WIFE 2. SON		163
25	MADAN HANSDA	F - NAGEN HANSDA	25Y	HOF		53
26	KALIRAM HANSDA	F - NAGEN HANSDA	21Y	HOF		53
27	CHAPARAM HANSDA 1. SARALA HANSDA 2. RUPALI HANSDA 3. SUKUNTALA HANSDA	F - SHRABAN HANSDA 1. H- CHAPARAM HANSDA 2. H- CHAPARAM HANSDA 3. F- CHAPARAM HANSDA	46Y 1. 39Y 2. 28Y 3. 20Y	HOF 1. WIFE 2. WIFE 3. DAUGHTER		173
28	LAXMAN MURMU 1. BAIDYANATH MURMU 2. BUDHESWAR MURMU 3. SOMESWAR MURMU 4. SAMIR MURMU	F - SUNARAM MURMU 1. F- LAXMAN MURMU 2. F- LAXMAN MURMU 3. F- LAXMAN MURMU 4. LAXMAN MURMU	48Y 1. 30Y 2. 19Y 3. 12Y 4. 6Y	HOF 1. SON 2. SON 3. SON 4. SON		309
29	FAGU HANSDA 1. JITMUNI HANSDA 2. RAMKRISHNA HANSDA	F -SHRABAN HANSDA 1. H- FAGU HANSDA 2. F- FAGU HANSDA	48Y 1. 35Y 2. 22Y	HOF 1. WIFE 2. SON		94
30	BABURAM HANSDA 1. KHADLI HANSDA 2. BIKASH HANSDA 3. SAKET HANSDA	F - CHAITAN HANSDA 1. H- BABURAM HANSDA 2. F- BABURAM HANSDA 3. F- BABURAM HANSDA	48Y 1. 34Y 2. 19Y 3. 14Y	HOF 1. WIFE 2. SON 3. SON		128
31	PARASURAM HANSDA	F - HAGRU HANSDA	22Y	HOF		17
32	ISHWAR HANSDA	F - HAGRU HANSDA	18Y	HOF		17
33	CHUNARAM HANSDA 1. SUNTILA HANSDA 2. SUKUNATH HANSDA 3. SANAT HANSDA	F - SHRABAN HANSDA 1. H- CHUNARAM HANSDA 2. F- CHUNARAM HANSDA 3. F- CHUNARAM HANSDA	31Y 1. 22Y 2. 14Y 3. 8Y	HOF 1. WIFE 2. SON 3. SON		128
34	RABI HANSDA 1. KAJALI HANSDA 2. RAHUL HANSDA	F - PUBAI HANSDA 1. H- RABI HANSDA 2. F- RABI	73Y 1. 45Y 2. 11Y	HOF 1. WIFE 2. SON		80

		HANSDA				
35	BIHARI MANDI 1. SADARI MANDI 2. SUNTOSH MANDI 3. NAGEN MANDI	F - JAGANNATH MANDI 1. H- BIHARI MANDI 2. F- BIHARI MANDI 3. F- BIHARI MANDI	54Y 1. 47Y 2. 21Y 3. 18Y	HOF 1. WIFE 2. SON 3. SON		158
36	MUNARAM MANDI 1. CHINTAMANI MANDI	F - RAMSINGH MANDI 1. H- MUNARAM MANDI	26Y 1. 18Y	HOF 1. WIFE		258
37	SOMESWAR MURMU 1. MALATI MURMU 2. KARTIK MURMU 3. PURNA CHANDRA MURMU 4. BASANTI MURMU 5. SAHILA MURMU	F - GHOLTU MURMU 1. H- SOMESWAR MURMU 2. F- SOMESWAR MURMU 3. F- SOMESWAR MURMU 4. H- KARTIK MURMU 5. F- KARTIK MURMU	38Y 1. 28Y 2. 16Y 3. 16Y 4. 14Y 5. 12Y	HOF 1. WIFE 2. SON 3. SON 4. DAUGHTER IN LAW 5. GRAND SON		162
38	MANGAL MURMU 1. URMILA MURMU 2. SIDHU MURMU 3. KANHU MURMU 4. TILKA MURMU 5. BIRSA MURMU	F - GHOLTU MURMU 1. H- MANGAL MURMU 2. F- MANGAL MURMU 3. F- MANGAL MURMU 4. F- MANGAL MURMU 5. F- MANGAL MURMU	49Y 1. 49Y 2. 16Y 3. 16Y 4. 14Y 5. 12Y	HOF 1. WIFE 2. SON 3. SON 4. SON 5. SON		162
39	DARASINGH MAJHI 1. SOHAGI MAJHI 2. DIPALI MAJHI 3. SUNITA MAJHI 4. SEFALI MAJHI	F - LATE RAGHU MAJHI 1. H- DARASINGH MAJHI 2. F- DARASINGH MAJHI 3. F- DARASINGH MAJHI 4. F-DARASINGH MAJHI	43Y 1. 32Y 2. 12Y 3. 8Y 4. 5Y	HOF 1. WIFE 2. DAUGHTER 3. DAUGHTER 4. DAUGHTER		78
40	RAMJAN MAJHI 1. NIRMALA MAJHI	F - LATE RAGHU MAJHI 1. H- RAMJAN MAJHI	30Y 1. 26Y	HOF 1. WIFE		41
41	RAMDHAN MAJHI 1. RADHIKA MAJHI 2. RAIMA MAJHI	F - LATE RAGHU MAJHI 1. H- RAMDHAN MAJHI 2. F- RAMDHAN MAJHI	32Y 1. 30Y 2. 5Y	HOF 1. WIFE 2. DAUGHTER		41
42	CHUNARAM MANDI 1. SUNITA MANDI	F - RAMSINGH MANDI	34Y 1. 33Y	HOF 1. WIFE		258

	2. BISWAJIT MANDI	1. H- CHUNARAM MANDI 2. F- CHUNARAM MANDI	2. 2Y	2. SON		
43	SUBHASH MURMU 1. GURUBARI MURMU 2. SUBHRAJIT MURMU 3. ABHRAJIT MURMU	F - LATE RUPAI MURMU 1. H- SUBHASH MURMU 2. F- SUBHASH MURMU 3. F- SUBHASH MURMU	25Y 1. 29Y 2. 3Y 3. 3Y	HOF 1. WIFE 2. SON 3. SON		92
44	DHANIRAM MURMU 1. SURUJMANI MURMU 2. BIDHAN MURMU 3. SITARAM MURMU	F - LATE RUPAI MURMU 1. H- DHANIRAM MURMU 2. F- DHANIRAM MURMU 3. F- DHANIRAM MURMU	38Y 1. 30Y 2. 10Y 3. 5Y	HOF 1. WIFE 2. SON 3. SON		92
45	MOHAN MURMU 1. PARBATI MURMU 2. ARPANA MURMU	F - RUPAI MURMU 1. H- MOHAN MURMU 2. F- MOHAN MURMU	31Y 1. 21Y 2. 7Y	HOF 1. WIFE 2. SON		92
46	NAGEN BESRA 1. HALUDMANI BESRA	F - GURUPADA BESRA 1. H- NAGEN BESRA	38Y 1. 26Y	HOF 1. WIFE		167
47	SAGEN MANDI 1. SOMBARI MANDI 2. FIROJ MANDI	F - LATE KISHUN MANDI 1. H- SAGEN MANDI 2. F- SAGEN MANDI	31Y 1. 26Y 2. 9Y	HOF 1. WIFE 2. SON		36
48	SRIPATI BESRA 1. KABI BESRA 2. BIKRAM BESRA 3. SUDAN BESRA	F - GURUPADA BESRA 1. H- SRIPATI BESRA 2. F- SRIPATI BESRA 3. F- SRIPATI BESRA	37Y 1. 32Y 2. 16Y 3. 11Y	HOF 1. WIFE 2. SON 3. SON		167
49	KALIRAM MANDI 1. HARADHANI MANDI 2. EVEN MANDI	F - RAMSINGH MANDI 1. H- KALIRAM MANDI 2. F- KALIRAM MANDI	22Y 1. 22Y 2. 1Y	HOF 1. WIFE 2. SON		285
50	ANKA TUDU 1. BAHAMANI TUDU 2. RAMANI TUDU	F - BHUSHAN TUDU 1. H- ANKA TUDU 2. F- ANKA TUDU	78Y 1. 72Y 2. 22Y	HOF 1. WIFE 2. DAUGHTER		71
51	SHIBNATH TUDU 1. KAJALI TUDU 2. THAKURNATH TUDU	F - GHASIRAM TUDU 1. H- SHIBNATH TUDU	49Y 1. 45Y 2. 28Y	HOF 1. WIFE 2. SON		22

		2. F- SHIBNATH TUDU				
52	UMESWAR TUDU 1. SITALI TUDU 2. SOMBARI TUDU 3. PARAMITA TUDU	F - MAKAR TUDU 1. H- UMESWAR TUDU 2. F- UMESWAR TUDU 3. F- UMESWAR TUDU	36Y 1. 34Y 2. 12Y 3. 3Y	HOF 1. WIFE 2. DAUGHTER 3. DAUGHTER		16
53	RAMCHANDRA HANSDA 1. SONTILA HANSDA 2. FURGAL HANSDA	F - KANKA HANSDA 1. H- RAMCHANDRA HANSDA 2. F- RAMCHANDRA HANSDA	48Y 1. 42Y 2. 5Y	HOF 1. WIFE 2. SON		154
54	AGHOR MANDI 1. SIYOMANI MANDI 2. MANIK MANDI	F - LATE MANASA MANDI 1. H- AGHOR MANDI 2. F- AGHOR MANDI	53Y 1. 48Y 2. 12Y	HOF 1. WIFE 2. SON		15
55	PAITU MANDI 1. SARALA MANDI 2. SAGEN MANDI 3. SANDIP MANDI	F - LATE MANASA MANDI 1. H- PAITU MANDI 2. F- PAITU MANDI 3. PAITU MANDI	45Y 1. 42Y 2. 15Y 3. 8Y	HOF 1. WIFE 2. SON 3. SON		15
56	RAMKRISHNA HANSDA 1. SANTILA HANSDA	F - FAGU HANSDA 1. H- RAMKRISHNA HANSDA	23Y 1. 20Y	HOF 1. WIFE		40
57	SHRABAN HANSDA 1. GAYAMANI HANSDA 2. FAGU HANSDA	F - LATE BABURAM HANSDA 1. H- SHRABAN HANSDA 2. F- SHRABAN HANSDA	83Y 1. 79Y 2. 48Y	HOF 1. WIFE 2. SON		48
58	JAGANNATH HANSDA 1. SUMITA HANSDA 2. SIDAM HANSDA	F - CHAITAN HANSDA 1. H- JAGANNATH HANSDA 2. F- JAGANNATH HANSDA	46Y 1. 44Y 2. 12Y	HOF 1. WIFE 2. SON		91
59	JYOTILAL HANSDA 1. SUKHILA HANSDA 2. SAINA HANSDA 3. SUSAR HANSDA	F - LATE MANASARAM HANSDA 1. H- JYOTILAL HANSDA 2. F- JYOTILAL HANSDA 3. F- JYOTILAL HANSDA	26Y 1. 22Y 2. 4Y 3. 0.5Y	HOF 1. WIFE 2. DAUGHTER 3. SON		149

60	PATILAL HANSDA 1. SRABANI HANSDA	F - LATE MANASARAM HANSDA 1. H- LATE MANASARAM HANSDA	24Y 1. 54Y	HOF 1. MOTHER		149
61	MATILAL HANSDA 1. SRABANI HANSDA	F - LATE MANASARAM HANSDA 1. H- LATE MANASARAM HANSDA	20Y 1. 54Y	HOF 1. MOTHER		149

Attachment 2- Map of claimed Forestland [Section 12(1F) of FRA Rule 2012, Hand drawn map]

Attachment 3 ::

1. Affidavit of Rabi Besra, Son of- Birsingh, Age-77 years, vill- Barelahar, P.O- Ranga, P.S+Block- Baghmundi, Dist- Purulia, pin-723152 on dated 23.06.2023 according to Rule 13(I) of the law.

2. Electoral Roll of Part no 253 of 240- Baghmundi A.C of dated 01.01.2018 according to Rule 13(A) of the law

3. Map and pictures of Jaher Than/ Majhi Than/Bindu Chandan Banga Buru Than/ Burning Ghat/ Playing Fields/ Agricultural lands/ Grazing Lands/Upper Dam picnic spot/ waterbody/ Thurga river of Baruajara and Marang Bandh according to Rule 13(2C) of the law

Attachment 4 ::

To
The S.D.O cum Chairman
Sub-Divisional Level Forest Rights committee, Jhalda
Dist- Purulia

Sub: Information regarding Formation of Gramsabha and further programes to implement Forest Rights Act, 2006 in Village of Baruajara Bandhgutu Dulgubera

Respected Sir,

This is to inform you that a meeting held in village Baruajara Bandhghutu Dulgubera of Baghmundi Gram Panchayat of Baghmundi Block on 27th November, 2021 to Form Gramsabha to implement Schedule Tribes and Other Traditional Forest Dwellers Recognition of Forest Rights Act 2006. This meeting was presided by Panchayat Pradhan Birbal Machuar. 123 of 145 adult population of the village i.e more than 80% was present in this meeting. Due to some mistakes to write resolution extended meeting was held on 29th November 2021, where the decision regarding Bamni False was added. Gramsabha named Baruajara Bandhghutu Dulgubera was formed by unanimous decision according to Rule 3(1) of Forest Rights law 2012. According to law, a Forest Rights Committee was formed with 15 persons from gramsabha members to look after the claims of individual and community forest rights of all the members of the Gramsabha. Gramsabha elected Sunil Tudu as President, Nagen Besra as Secretary and Mohan Murmu as Treasurer of this Committee.

List of Elected FRC members:

Sl No.	Name	Father/Mother/Husband Name	Age	Designation
01	Sunil Tudu	Srikanta Tudu	19	President
02	Namita Hansda	Chunaram Hansda	21	
03	Maheswari Hansda	Balaram Hansda	38	
04	Rebati Majhi	Rameswar Majhi	31	
05	Sombari Mandi	Sagen Mandi	26	
06	Malati Murmu	Someswar Murmu	33	
07	Baidyanath Murmu	Bairi Murmu	27	
08	Nagen Besra	Gurupada Besra	25	Secretary
09	Mohan Murmu	Rupai Murmu	30	Treasurer
10	Dwarasingh Murmu	Late Raghu Murmu	33	
11	Madan Hansda	Late Nagen Hansda	24	
12	Ramkrishna Hansda	Faguram Hansda	20	
13	Bikash Hansda	Baburam Hansda	19	
14	Chaparam Hansda	Shraban Hansda	42	
15	Pemla Hansda	Ajit Hansda	33	

Attached Copy of Gramsabha Resolution dated 27th November, 2021 and 29th November, 2021.

Attachment 5 ::

To
The S.D.O cum Chairman
Sub-Divisional Forest Rights Committee, Jhalda
Dist- Purulia

Sub: Request for Help and Time to Prepare Individual and Community Forest Rights Claims to implement Forest Rights Act 2006 at th village Baruajara Bandhghutu Dulgubera

Respected Sir,

This is to inform you that a Gramsabha was formed according to Schedule Tribes and Other Traditional Forest Dwellers Recognition of Forest Rights Act 2006 in the village Baruajara Bandhghutu Dulgubera of Baghmundi Panchayat, Block- Baghmundi, Dist- Purulia on 27th November, 2021. This was informed to you on 20th December, 2021 and appeal was made for help from your department to implement the law. (Copy attached)

After formation of the Gramsabha the works regarding preparation of claim forms is due. The process of preparing the map of individual and community occupied lands is to be run. It is very unfortunate that we have not completed community and individual claim forms till date. You must know that we, the forest dwellers are remained marginal and neglected. We have lack of awareness and skills. So we requested you to help us to know about Forest Rights Act in detail and specially providing us with the map of village and surrounding forest.

Again we are requesting the same. A surveyor is needed to determine our residence, agricultural land and the border of the village. We will be benefited if we get help from government. On our part we are trying our best to complete works regarding claim forms. We are initiating the process of determining the border in presence and help of our elderly citizens of our gramsabha and from neighbouring village. In this situation we are requesting you for some necessary times to do all these works. We are hopeful to finish all these works within that time and will submit claim forms to your department.

Yours faithfully,
Mangal Murmu (President, Baruajara BandhghutunDulgubera Gramsabha)
Ukil Hansda (Secretary, Baruajara Banndhghutu Dulgubera Gramsabha)

Date- 21.02.2022

Attachment 6 ::

To
The District Forest Officer
Purulia,

Sub- Fact Check about Individual/ Community Forest Rights Claims/ Community Forest Resources Rights Claims and Determination of Boundary

Note- According to Clause 11(1)A and 12(1) of Schedule Tribes and Other Traditional Forest Dwellers (Forest Rights Recognition) Rule, 2012.

Sir/ Madam,

This is to inform you that fact check about individual/ community forest rights claims/ community forest resources rights claims and determination of boundary is going to organize from 10a.m to till evening on 8th November, 2022 and from 10 a.m to 12 noon on 9th November, 2022. Therefore surrounding areas of Baruajara Bandhghutu Dulgubera village will be visited. Your presence is highly desirable for this visit. It is requested to you to help us in this process by your presence or your representative.

List of claims will be submitted to Gramsabha for scrutiny by FRC on 9th November, 2022. Gramsabha meeting will be held on that day at 2 p.m for scrutiny.

Yours Faithfully,
Mangal Murmu (President, Baruajara BandhghutunDulgubera Gramsabha)
Ukil Hansda (Secretary, Baruajara Banndhghutu Dulgubera Gramsabha)
Sunil Tudu (President, F.R.C, Baruajara Bandhghutu Dulgubera Gramsabha)
Nagen Besra (Secretary, F.R.C, Baruajara Bandhghutu Dulgubera Gramsabha

Date- 02.11.2022

Attachment 7 ::

To
The Upa Pradhan,
Adamani Hembram,
Member of Panchayat,
Village- Ranga
Purulia,

Sub- Fact Check about Individual/ Community Forest Rights Claims/ Community Forest Resources Rights Claims and Determination of Boundary

Note- According to Clause 11(1)A and 12(1) of Schedule Tribes and Other Traditional Forest Dwellers (Forest Rights Recognition) Rule, 2012.

Sir/ Madam,

This is to inform you that fact check about individual/ community forest rights claims/ community forest resources rights claims and determination of boundary is going to organize from 10a.m to till evening on 8th November, 2022 and from 10 a.m to 12 noon on 9th November, 2022. Therefore surrounding areas of Baruajara Bandhghutu Dulgubera village will be visited. Your presence is highly desirable for this visit. It is requested to you to help us in this process by your presence or your representative.

List of claims will be submitted to Gramsabha for scrutiny by FRC on 9th November, 2022. Gramsabha meeting will be held on that day at 2 p.m for scrutiny.

Yours Faithfully,
Mangal Murmu (President, Baruajara BandhghutunDulgubera Gramsabha)
Ukil Hansda (Secretary, Baruajara Banndhghutu Dulgubera Gramsabha)
Sunil Tudu (President, F.R.C, Baruajara Bandhghutu Dulgubera Gramsabha)
Nagen Besra (Secretary, F.R.C, Baruajara Bandhghutu Dulgubera Gramsabha

Date- 02.11.2022

Attachment 8 ::

Report on Direct Verification of Rights on Forest Resources and Forest Rights of Community According to Clause 12(1) and 12(1)A of Schedule Tribes and Other Traditional Forest Dwellers (Forest Rights Recognition) Rule, 2012

Today 9th November, 2022 place visit has been done for direct verification of rights on forest resources and forest rights of community of own village by F.R.C of Baruajara Bandhghutu Dulgubera village of Baghmundi Gram Panchayat, Block- Baghmundi, Dist- Purulia. On this occasion under-mentioned persons were present.

1. Forest Range Officer or Representative (Invited but not present at the time of visit)
2. Block B.C.W Department and Tribal Development Department (Invited but not present at the time of visit)
3. Block Land and Land Reforms Department (Invited but not present at the time of visit)
4. Sri Pulin Besra, Panchayat Member, Baghmundi Gram Panchayat was present.
5. 15 members of F.R.C, Baruajara bandhghutu Dulgubera Gramsabha were present.
6. 115 members including 50 female members of Baruajara Bandhghutu Dulgubera Gramsabha were present.
7. 6, 5, 12, 10, 8 persons were present from neighbouring villages of Sahebdi, Hatinada, Tanrpania, Ranga Barelahar and Jilintar respectively.
8. Under-mentioned elderly citizens of neighbouring villages were the part of this visit-

Village Name	Name	Father	Age
Barelahar	Sri Rabi Besra	Birsingh	77
Sahebdi	Sri Sanram Saren	Laxmiram	72
Tanrpania	Sri Magal Murmu	Gobra	67
Jilintar	Sri Ghantu Murmu	Folari	67
Hatinada	Sri Sonaram Hembram	Kartik	63

Under-mentioned things are known during the time of visit :-

1. Total area of forest of Baruajara Bandhghutu Dulgubera village is 504 Ha.
2. The villagers collect their necessary forest produces from this forest area.
3. Collect dry woods for fuel.
4. They used to graze their cattle and collect cattle feed from this forest area.
5. They collet forest produces like Sal leaves, kendu leaves, Gondo leaves, Kharang grass, Chiru grass, Baula, various potatoes, wild onions, Bonkundari, various green vegetables including bonkalla, Haritaki, various fruits including amlaki ber, mahua, honey, dhuna resin, various vines, wild herbs, bamboo, kanda-mul, herbs, fruits, flowers, mahua fruits etc and many other minor forest produces.
6. Inside the forest there are small hills called Bamankata Dungri, Harba Dungri, Loti Dungri and Guri Dungri.
7. They used water of Bamni and Guri Dungri False, waterbody called Rabi Bandh, Baruajara and Marang Bandh for drinks and bath of their cattle, also used for irrigation for agriculture. And they collect pebble-sand and fishing at Thurga river inside this forest area.
8. Under-mentioned trees are found exceedingly in this forest area-
   Sal, Asan, Piyasal, Mahua, Wood apple, Berry, Kendu, Arjun, Guava etc.
9. Burning ghat of this village is situated at Dag no- 5803 of Bareria mouza-103 and Dag no-381 of Baghmundi mouza-105.
10. Bandhghutu Jaher Than and Baruajara Jaher Than of this village are situated at Dag no- 6363 and Dag no- 6070 respectively of Bareria mouza-103.
11. Bandhghutu Majhi Than of this village is situated at Dag no- 5803 of Bareria mouza-103.
12. Bindu Chandan Banga Buru Than of this village is situated at Dag no- 381 of Bareria mouza-103.
13. Football Play Ground of this village is situated at Dag no-5803 of Bareria mouza-103.
14. Upper Dam Picnic Spot of this village is situated at Dag no- 5803 of Bareria mouza- 103.
15. Bamni False of this village is situated at Dag no- 8503 of Bareria mouza- 103.
16. Baruajara Water Body of this village is situated at Dag no- 6258 of Bareria mouza- 103.
17. Marang Bandh Water Body of this village is situated at Dag no- 6363 of Bareria mouza-103.
18. Peach road through this village Baghmundi, Ajodhya Hills towards Purulia and the other side to the upper dam. Through this village there are roads connecting villages like Sahebdi, Hatinada, Tanrpania, Barelahar, Jilintar etc.

19. Villagers of neighbouring villages Sahebdi, Hatinada, Tanrpania, Bareria and Jilintar used this forest to graze their casttle and collect minor forest produces and dry woods for fuel.
20. From long times villagers of this village cultivate grains, vegetables, silk worm and Baui grass.

Signature-

Mangal Murmu (President, Baruajara BandhghutunDulgubera Gramsabha)
Ukil Hansda (Secretary, Baruajara Banndhghutu Dulgubera Gramsabha)
Sunil Tudu (President, F.R.C, Baruajara Bandhghutu Dulgubera Gramsabha)
Nagen Besra (Secretary, F.R.C, Baruajara Bandhghutu Dulgubera Gramsabha)

Attachment 9- Proceedings of boundary demarcation [Clause 12-1F]::

Forest Area Boundary Demarcation of Baruajara Bandhghutu Dulgubera Village Under Forest Rights Rule 12(1F)

Today, 09.11.2022, the boundary demarcation of traditional forest area of Baruajara Bandhghutu Dulgubera Gramsabha, Gram Panchayat- Baghmundi, Block- Baghmundi, Dist- Purulia has completed legally as per Clause 12(1F) of Forest Rights Rule, 2012.
Elderly citizens of Baruajara Bandhghutu Dulgubera Village present in this occasion::

Sl No	Name	Fathers Name	Age
01	Sri Bauri Murmu	Shambhu	87
02	Sri Charan Tudu	Bhushan	70
03	Sri Thakurnath Chanre	Burhan	66
04	Sri Ghaltu Murumu	Sanatan	103
05	Sri Rabi Hansda	Dubai	75
06	Sri Shraban Hansda	Baburam	83

Persons of Baruajara Bandhghutu Dulgubera village, who are well aware about forest area boundary were present. Except them persons participated from neighbouring villages::

Village Name	Name	Fathers Name	Age
Barelahar	Sri Rabi Besra	Birsingh	77
Sahebdi	Sri Sanram Saren	Laxmiram	72
Tanrpania	Sri Magal Murmu	Gobra	67
Jilintar	Sri Ghantu Murmu	Folari	67
Hatinada	Sri Sonaram Hembram	Kartik	63

were present. President, secretary of Baruajara Bandhghutu Dulgubera Gramsabha; President, secretary of F.R.C, Baruajara Bandhghutu Dulgubera and Sri Subhash Chandra Hansda of Ranga Barelahar Gramsabha were also present. All the members of Baruajara Bandhghutu Dulguber Gramsabha and other members of neighbouring villages were also present.
Everyone observed the forest area boundary of Baruajara Bandhghutu Dulgubera village. Elderly citizens and other persons from neighbouring villages could not find any dispute in forest area boundary of Baruajara Bandhghutu Dulgubera village.
Total forest land of Baruajara Bandhgutu Dulgubera village is 504 Ha.
In north Hatinada village, in south Laharia village, in east Sahebdi village and in west there is forest land of Baruajara Bandhghutu Dulgubera forest area.

Signature-

Mangal Murmu (President, Baruajara BandhghutunDulgubera Gramsabha)
Ukil Hansda (Secretary, Baruajara Banndhghutu Dulgubera Gramsabha)
Sunil Tudu (President, F.R.C, Baruajara Bandhghutu Dulgubera Gramsabha)
Nagen Besra (Secretary, F.R.C, Baruajara Bandhghutu Dulgubera Gramsabha)

Attachment 10- Proceedings of Gram sabha [Clause 12-1G]::

BARUAJARA BANDHGHUTU DULGUBERA GRAMSABHA, BLOCK- BAGHMUNDI
Proceedings of Gramsabha held on 10th November, 2022

Sub- Fact Check about Individual/ Community Forest Rights Claims/ Community Forest Resources Rights Claims and Determination of Boundary

The meeting was held from 2:00 PM to 4:30 PM at Garabera Nimtala ground of Baruajara village. This meeting was presided over by Gramsabha President Mangal Murmu. (Attendance list attached).

The president first explains the purpose of this meeting in detail. He informed that Gramsabha gave responsibility to Forest Rights Committee to prepare a detailed description about community forest resources and prepare a map. Also to collect and examine the details and map of individual rights of the forest dwellers. The objective of the days meeting was to verify the authenticity of the claims based on these detailed description and map as per Schedule tribes and other traditional forest dwellers (Recognition of Forest Rights) act 2006 and Rule 2007 (Amended on 2012) and if the claims are admissible, then these claims forward to Sub-divisonal level committee, Tribal Development and Backward Classes Welfare Department and also a copy send to Block Development Officer, Baghmundi Block on behalf of Gramsabha. Information of this meeting was given to Sub Divisional Officer, Tribal Development and Backward Classes Welfare Department, Block Land and Land Reforms Department, Block Development Officer,Forest Range Departmen; Pradhan, members and secretary of Baghmundi Gram Panchayat. It is also given to important elderly citizens of neighbouring viilages and presidents of neighbouring Gramsabhas.

More than 50% of the adult population of the village were present in this meeting. List has been attached.

Individual claims of 61 applicants were accepted in the meeting. The identified details and map of community forest resources and culturally important places of schedule tribe peoples of Baruajara Bandhghutu Dulgubera village were reviewed by the Gramsabha.

A few suggestions came from the participants of the meeting-

1. It is recommended in this meeting to approve the claims of individual agricultural lands of 59 members of this Gramsabha and 2 persons of Hatinada village, whose agricultural land is in Bareria Mouza.
2. Description of Community Forest Resources- Bindu Chandan Banga Buru Than, Majhi Than, Jaher Than, Burning Ghat and a false named Bamni inside the forest of schedule tribes, Baruajara water body, Marangbandh water body, upper dam picnic spot, football play ground will be shown in the map. Rights of community forest resources will be claimed in due form.
3. Due to problem with the satelite in GPS, it will be deposited later. The claim forms with hand drawn map of the forest area will be submitted to the S.D.L.C.
4. The President informed that the applications which were accepted, each of the applicants had attached their caste certificate with claim forms(Form-A).

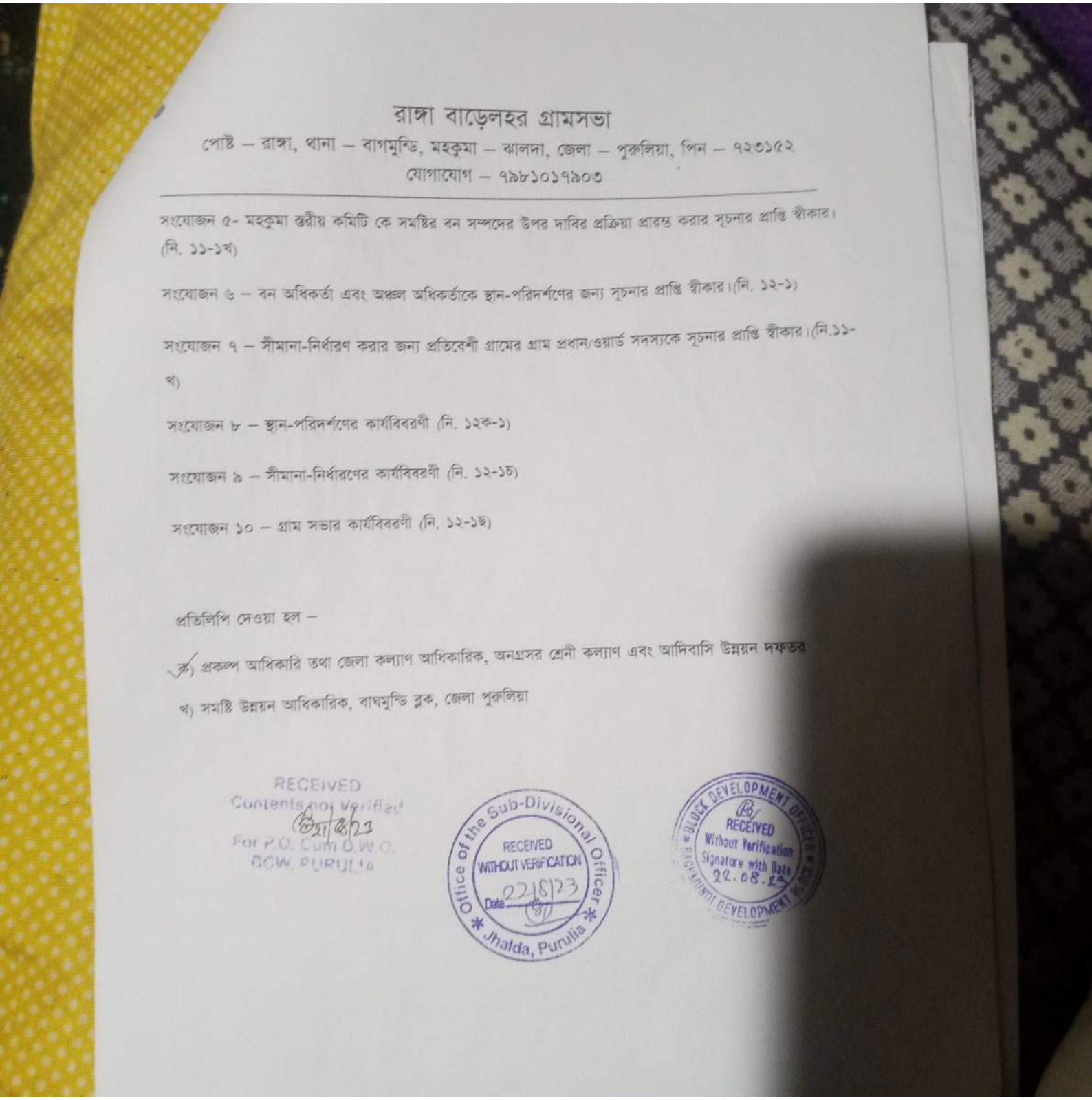
The meeting decided-

1. The claims of community forest resources and individual claims of all 61 families accepted in the meeting will be forwarded by Gramsabha to Sub Divisional Level Committee on Forest Rights, Jhalda and also to Project Officer cum District Welfare Officer, Tribal Development and Backward Classes Welfare Department, Purulia and a copy shall be send to Block Development Officer, Baghmundi.
2. In future if more tribals and other traditional forest dwellers have their claims, that will be considered in the Gramsabha and will be accepted in the basis of proper evidences. Then further proceedings will be taken on them.
3. Due to satellite problems, all the used areas could not shown in GPS generated map.Revised GPS map will be provided once more in future.
4. Signboards of Gramsabha will be placed along the Gramsabha boundaries and at the entrance of Bamni False.
5. Claims of grazing lands and important cultural places of schedule tribes on the map shall be filled in proper form.

The meeting was declared closed due to no other topic of discussion

Signature of Mangal Murmu (President, Baruajara Bandhghutu Dulgubera Gramsabha)

ANNEXURE A-6



রাঙ্গা বাড়েলহর গ্রামসভা

পোষ্ট – রাঙ্গা, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২

যোগাযোগ – ৭৯৮১০১৭৯০৩

সংযোজন ৫- মহকুমা স্তরীয় কমিটি কে সমষ্টির বন সম্পদের উপর দাবির প্রক্রিয়া প্রারম্ভ করার সূচনার প্রাপ্তি স্বীকার। (নি. ১১-১খ)

সংযোজন ৬ – বন অধিকর্তা এবং অঞ্চল অধিকর্তাকে স্থান-পরিদর্শণের জন্য সূচনার প্রাপ্তি স্বীকার।(নি. ১২-১)

সংযোজন ৭ – সীমানা-নির্ধারণ করার জন্য প্রতিবেশী গ্রামের গ্রাম প্রধান/ওয়ার্ড সদস্যকে সূচনার প্রাপ্তি স্বীকার।(নি.১১-খ)

সংযোজন ৮ – স্থান-পরিদর্শণের কার্যবিবরণী (নি. ১২ক-১)

সংযোজন ৯ – সীমানা-নির্ধারণের কার্যবিবরণী (নি. ১২-১চ)

সংযোজন ১০ – গ্রাম সভার কার্যবিবরণী (নি. ১২-১ছ)

প্রতিলিপি দেওয়া হল –

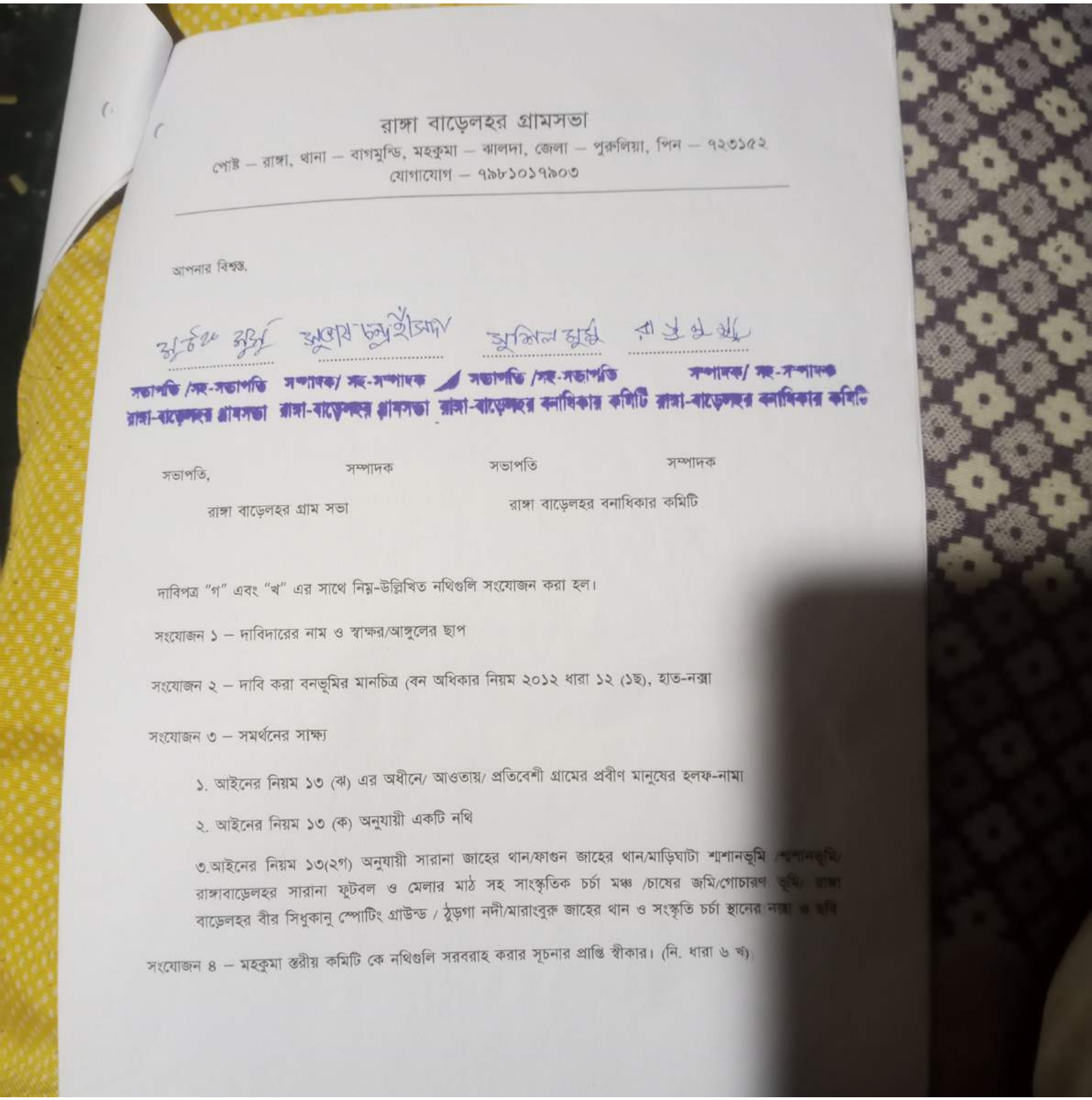
ক) প্রকল্প আধিকারি তথা জেলা কল্যাণ আধিকারিক, অনগ্রসর শ্রেনী কল্যাণ এবং আদিবাসি উন্নয়ন দফতর

খ) সমষ্টি উন্নয়ন আধিকারিক, বাঘমুন্ডি ব্লক, জেলা পুরুলিয়া

RECEIVED
Contents not verified
For P.O. Cum D.W.O.
DCW, PURULIA

Office of the Sub-Divisional Officer
RECEIVED
WITHOUT VERIFICATION
Date 22/8/23
Jhalda, Purulia

BLOCK DEVELOPMENT OFFICER
RECEIVED
Without Verification
Signature with Date
22.08.23



রাঙ্গা বাড়েলহর গ্রামসভা

পোষ্ট – রাঙ্গা, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২

যোগাযোগ – ৭৯৮১০১৭৯০৩

আপনার বিশ্বস্ত,

সভাপতি /সহ-সভাপতি রাঙ্গা-বাড়েলহর গ্রামসভা | সম্পাদক/ সহ-সম্পাদক রাঙ্গা-বাড়েলহর গ্রামসভা | সভাপতি /সহ-সভাপতি রাঙ্গা-বাড়েলহর বনাধিকার কমিটি | সম্পাদক/ সহ-সম্পাদক রাঙ্গা-বাড়েলহর বনাধিকার কমিটি

সভাপতি, রাঙ্গা বাড়েলহর গ্রাম সভা

সম্পাদক

সভাপতি রাঙ্গা বাড়েলহর বনাধিকার কমিটি

সম্পাদক

দাবিপত্র "গ" এবং "খ" এর সাথে নিম্ন-উল্লিখিত নথিগুলি সংযোজন করা হল।

সংযোজন ১ – দাবিদারের নাম ও স্বাক্ষর/আঙ্গুলের ছাপ

সংযোজন ২ – দাবি করা বনভূমির মানচিত্র (বন অধিকার নিয়ম ২০১২ ধারা ১২ (১ছ), হাত-নক্সা

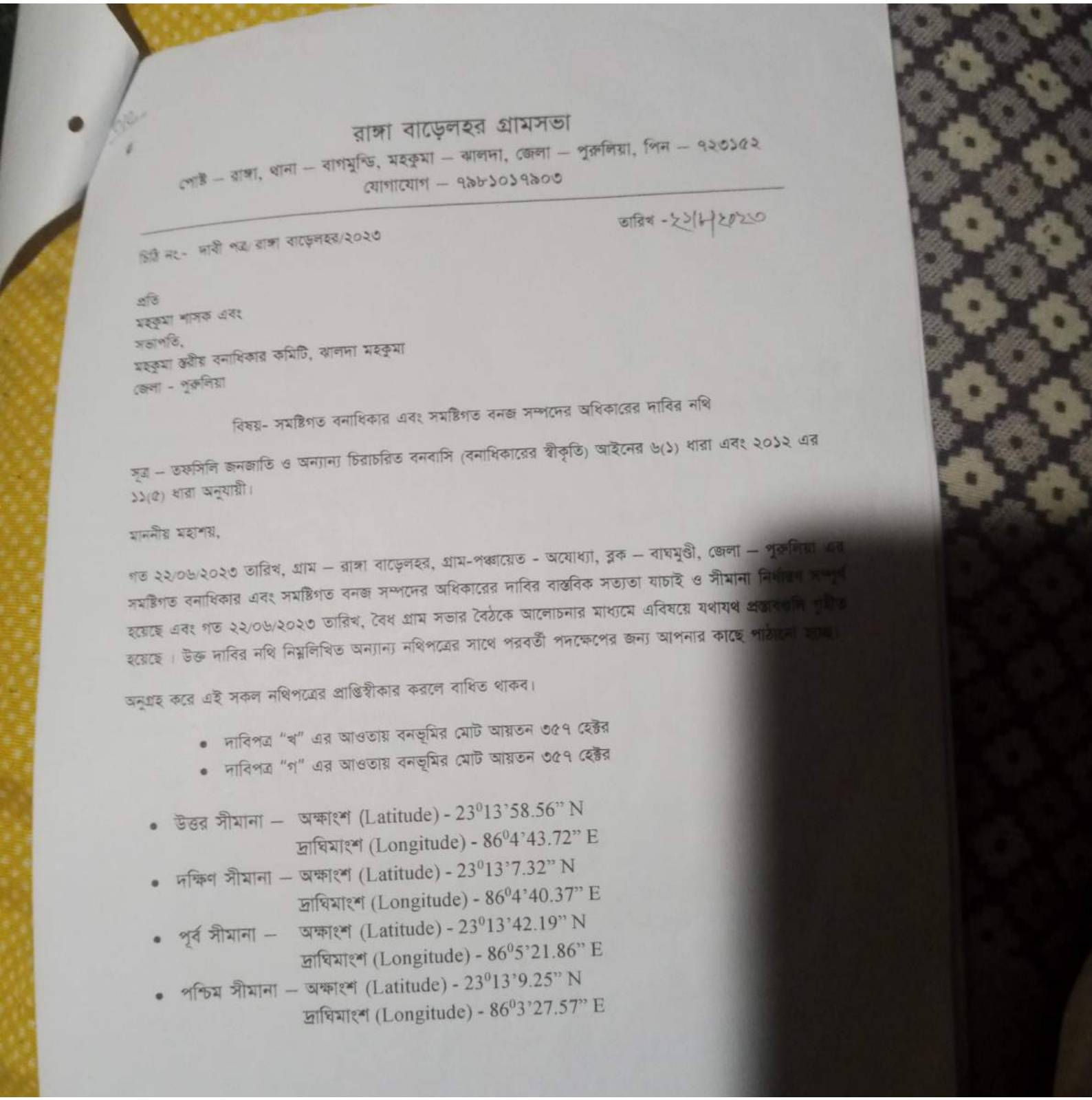
সংযোজন ৩ – সমর্থনের সাক্ষ্য

১. আইনের নিয়ম ১৩ (ঝ) এর অধীনে/ আওতায়/ প্রতিবেশী গ্রামের প্রবীণ মানুষের হলফ-নামা

২. আইনের নিয়ম ১৩ (ক) অনুযায়ী একটি নথি

৩.আইনের নিয়ম ১৩(২গ) অনুযায়ী সারানা জাহের থান/ফাগুন জাহের থান/মাড়িঘাটা শ্মশানভূমি /শ্মশানভূমি/ রাঙ্গাবাড়েলহর সারানা ফুটবল ও মেলার মাঠ সহ সাংস্কৃতিক চর্চা মঞ্চ /চাষের জমি/গোচারণ ভূমি/ রাঙ্গা বাড়েলহর বীর সিধুকানু স্পোটিং গ্রাউন্ড / ঠুড়গা নদী/মারাংবুরু জাহের থান ও সংস্কৃতি চর্চা স্থানের নক্সা ও ছবি

সংযোজন ৪ – মহকুমা স্তরীয় কমিটি কে নথিগুলি সরবরাহ করার সূচনার প্রাপ্তি স্বীকার। (নি. ধারা ৬ খ)



রাঙ্গা বাড়েলহর গ্রামসভা

পোষ্ট – রাঙ্গা, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২
যোগাযোগ – ৭৯৮১০১৭৯০৩

চিঠি নং- দাবী পত্র/ রাঙ্গা বাড়েলহর/২০২৩ তারিখ -২১/৮/২৩২৩

প্রতি
মহকুমা শাসক এবং
সভাপতি,
মহকুমা স্তরীয় বনাধিকার কমিটি, ঝালদা মহকুমা
জেলা - পুরুলিয়া

বিষয়- সমষ্টিগত বনাধিকার এবং সমষ্টিগত বনজ সম্পদের অধিকারের দাবির নথি

সূত্র – তফসিলি জনজাতি ও অন্যান্য চিরাচরিত বনবাসি (বনাধিকারের স্বীকৃতি) আইনের ৬(১) ধারা এবং ২০১২ এর ১১(৫) ধারা অনুযায়ী।

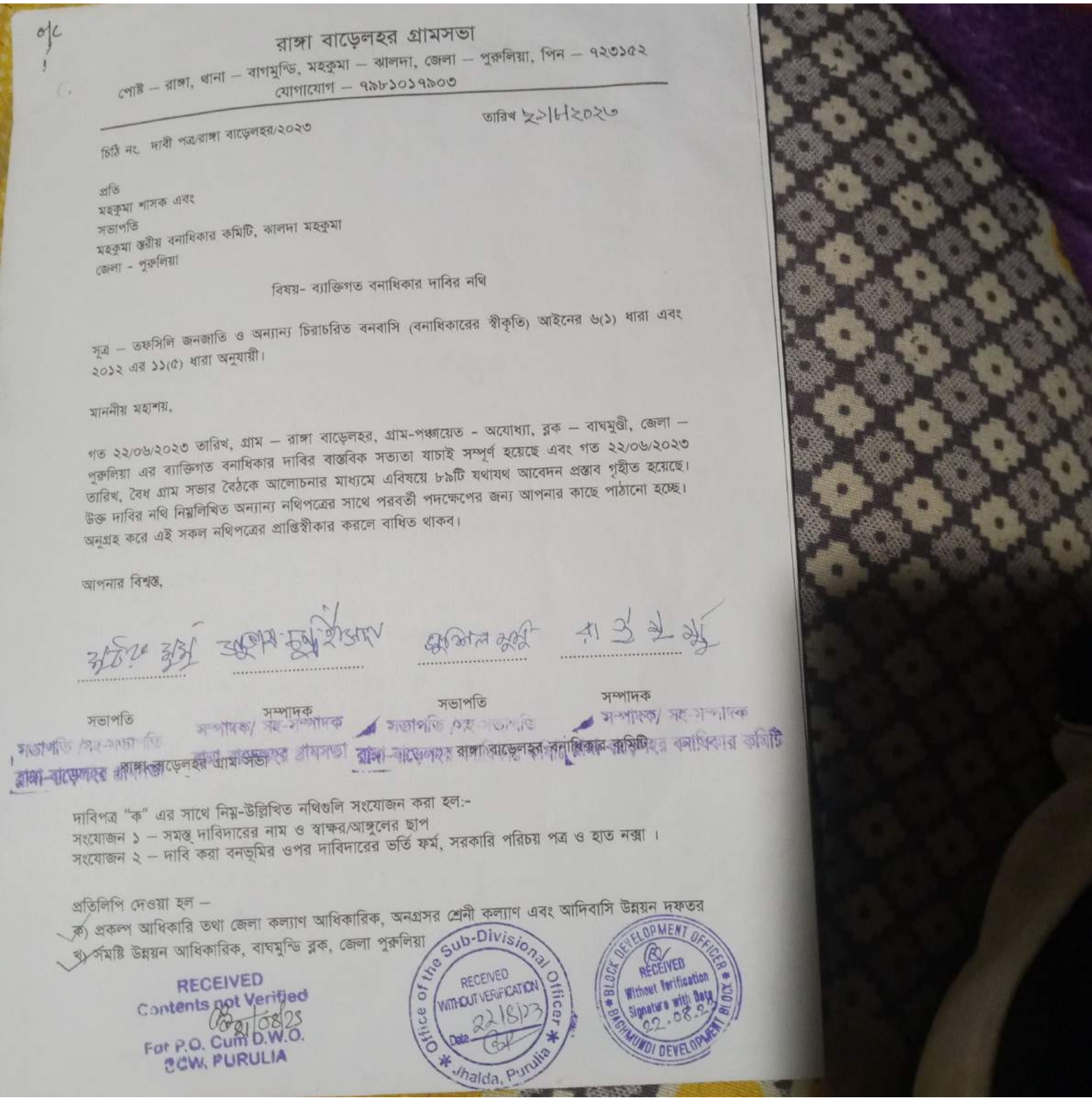
মাননীয় মহাশয়,

গত ২২/০৬/২০২৩ তারিখ, গ্রাম – রাঙ্গা বাড়েলহর, গ্রাম-পঞ্চায়েত - অযোধ্যা, ব্লক – বাঘমুণ্ডী, জেলা – পুরুলিয়া এর সমষ্টিগত বনাধিকার এবং সমষ্টিগত বনজ সম্পদের অধিকারের দাবির বাস্তবিক সত্যতা যাচাই ও সীমানা নির্ধারণ সম্পূর্ণ হয়েছে এবং গত ২২/০৬/২০২৩ তারিখ, বৈধ গ্রাম সভার বৈঠকে আলোচনার মাধ্যমে এবিষয়ে যথাযথ প্রস্তাবগুলি গৃহীত হয়েছে । উক্ত দাবির নথি নিম্নলিখিত অন্যান্য নথিপত্রের সাথে পরবর্তী পদক্ষেপের জন্য আপনার কাছে পাঠানো হল।

অনুগ্রহ করে এই সকল নথিপত্রের প্রাপ্তিস্বীকার করলে বাধিত থাকব।

- দাবিপত্র "খ" এর আওতায় বনভূমির মোট আয়তন ৩৫৭ হেক্টর
- দাবিপত্র "গ" এর আওতায় বনভূমির মোট আয়তন ৩৫৭ হেক্টর

- উত্তর সীমানা – অক্ষাংশ (Latitude) - $23^0$13'58.56" N
  দ্রাঘিমাংশ (Longitude) - $86^0$4'43.72" E
- দক্ষিণ সীমানা – অক্ষাংশ (Latitude) - $23^0$13'7.32" N
  দ্রাঘিমাংশ (Longitude) - $86^0$4'40.37" E
- পূর্ব সীমানা – অক্ষাংশ (Latitude) - $23^0$13'42.19" N
  দ্রাঘিমাংশ (Longitude) - $86^0$5'21.86" E
- পশ্চিম সীমানা – অক্ষাংশ (Latitude) - $23^0$13'9.25" N
  দ্রাঘিমাংশ (Longitude) - $86^0$3'27.57" E



০/৫

রাঙ্গা বাড়েলহর গ্রামসভা

পোষ্ট – রাঙ্গা, থানা – বাগমুন্ডি, মহকুমা – ঝালদা, জেলা – পুরুলিয়া, পিন – ৭২৩১৫২
যোগাযোগ – ৭৯৮১০১৭৯০৩

চিঠি নং দাবী পত্র/রাঙ্গা বাড়েলহর/২০২৩ তারিখ ২৯/৮/২০২৩

প্রতি
মহকুমা শাসক এবং
সভাপতি
মহকুমা স্তরীয় বনাধিকার কমিটি, ঝালদা মহকুমা
জেলা - পুরুলিয়া

বিষয়- ব্যাক্তিগত বনাধিকার দাবির নথি

সূত্র – তফসিলি জনজাতি ও অন্যান্য চিরাচরিত বনবাসি (বনাধিকারের স্বীকৃতি) আইনের ৬(১) ধারা এবং ২০১২ এর ১১(৫) ধারা অনুযায়ী।

মাননীয় মহাশয়,

গত ২২/০৬/২০২৩ তারিখ, গ্রাম – রাঙ্গা বাড়েলহর, গ্রাম-পঞ্চায়েত - অযোধ্যা, ব্লক – বাঘমুণ্ডী, জেলা – পুরুলিয়া এর ব্যাক্তিগত বনাধিকার দাবির বাস্তবিক সত্যতা যাচাই সম্পূর্ণ হয়েছে এবং গত ২২/০৬/২০২৩ তারিখ, বৈধ গ্রাম সভার বৈঠকে আলোচনার মাধ্যমে এবিষয়ে ৮৯টি যথাযথ আবেদন প্রস্তাব গৃহীত হয়েছে। উক্ত দাবির নথি নিম্নলিখিত অন্যান্য নথিপত্রের সাথে পরবর্তী পদক্ষেপের জন্য আপনার কাছে পাঠানো হচ্ছে। অনুগ্রহ করে এই সকল নথিপত্রের প্রাপ্তিস্বীকার করলে বাধিত থাকব।

আপনার বিশ্বস্ত,

সভাপতি | সম্পাদক | সভাপতি | সম্পাদক
সভাপতি /সহ-সভাপতি | সম্পাদক/ সহ-সম্পাদক | সভাপতি /সহ-সভাপতি | সম্পাদক/ সহ-সম্পাদক
রাঙ্গা-বাড়েলহর গ্রামসভা | রাঙ্গা-বাড়েলহর গ্রামসভা | রাঙ্গা-বাড়েলহর বনাধিকার কমিটি | রাঙ্গা-বাড়েলহর বনাধিকার কমিটি

রাঙ্গা-বাড়েলহর গ্রামসভা

দাবিপত্র "ক" এর সাথে নিম্ন-উল্লিখিত নথিগুলি সংযোজন করা হল:-
সংযোজন ১ – সমস্ত দাবিদারের নাম ও স্বাক্ষর/আঙ্গুলের ছাপ
সংযোজন ২ – দাবি করা বনভূমির ওপর দাবিদারের ভর্তি ফর্ম, সরকারি পরিচয় পত্র ও হাত নক্সা ।

প্রতিলিপি দেওয়া হল –
ক) প্রকল্প আধিকারি তথা জেলা কল্যাণ আধিকারিক, অনগ্রসর শ্রেনী কল্যাণ এবং আদিবাসি উন্নয়ন দফতর
খ) সমষ্টি উন্নয়ন আধিকারিক, বাঘমুন্ডি ব্লক, জেলা পুরুলিয়া

RECEIVED
Contents not Verified
For P.O. Cum D.W.O.
DCW, PURULIA

Office of the Sub-Divisional Officer * Jhalda, Purulia *
RECEIVED WITHOUT VERIFICATION Date 22/8/23

BLOCK DEVELOPMENT OFFICER * BAGHMUNDI DEVELOPMENT BLOCK *
RECEIVED Without Verification Signature with Date 22.08.23

ENGLISH TRANSLATTION OF ANNEXURE-A-6

RANGA BARELAHAR GRAMSABHA

PO- Ranga, P.S- Bagmundi, S.D.O- Jhalda, Dist- Purulia, Pin-723152
Contact- 7981017903

Ref No- Claim Application/Ranga Barelahar/2023 Date-21.08.2023

To
SDO and
Chairman
Sub Division Level Forest Rights Committee
Jhalda Sub Division
Dist- Purulia

Sub: Claim for Community Forest Rights and Community Forest Resource Rights

Note: The Schedule Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 Section 6(1) and Section 11(5) of 2012

On 22.06.2023 Vill-Ranga Barelahar, G.P- Ajodhya, Block- Baghmundi, Dist-Purulia has completed the process of community forest rights and community resource rights claims scrutiny and boundary marking. And on 22.06.2023 proposed claims were accepted after discussion in Gramsabha meeting. Claims along with supporting documents are hereby forwarded to you for suitable action.

Please acknowledge this letter and other documents.

Claim Form- "B" includes 357 Ha of forest lands.
Claim Form- "C" includes 357 Ha of forest lands.

North- Lat. 23°13'58.56" N
Lon. 86°4'43.72" E
South- Lat. 23°13'7.32" N
Lon. 86°4'40.37" E
East- Lat. 23°13'42.19" N
Lon. 86°5'21.86" E
West- Lat. 23°13'9.25" N
Lon. 86°3'27.57" E

Yours Faithfully,
Mutru Murmu (President, Ranga Barelahar Gramsabha)
Subhash Chandra Hansda (Secretary, Ranga Barelahar Gramsabha)
Sushil Murmu (President, F.R.C, Ranga Barelahar Gramsabha)
Rasu Murmu (Secretary, F.R.C, Ranga Barelahar Gramsabha)

Documents submitted along with Claim Form "B" and "C"

Attachment 1- Name and signature/LTI of Claimants
Attachment 2- Map of claimed Forestland [Section 12(1F) of FRA Rule 2012, Hand drawn map]
Attachment 3- Testimony in support

1. Affidavit of Elderly citizens from neighbouring villages according to Rule 13(I) of the law
2. One document according to Rule 13(A) of the law
3. Map and pictures of Sarana Jaher Than/ Fagun Jaher Than/ Marighata Burning Ghat/ Burning Ghat/ Ranga Barelahar Sarana Football and Fair Ground with Cultural Stage/ Agricultural land/ Grazing land/ Ranga Barelahar Bir Sidho Kanhu Sporting Ground/ Thurga River/ Marangburu Jaher Than and cultural practice placees according to Rule 13(2C) of the law

Attachment 4- Received copies of letters sent to SDLC asking for necessary help [Clause 6-B]
Attachment 5- Received copies of lettser sent to SDLC informing initiation of Forest Rights claim process [Clause 11-1B]
Attachment 6- Received copies of letters sent to Forest Officer and Panchayat Officer for sight inspection. [Clause 12-1]
Attachment 7- Received copies of letters sent Panchayat Pradhan/Panchayat Member of neighbouring villages for boundary demarcation. [Clause 11-B]
Attachment 8- Proceedings of sight inspection [Clause 12A-1]
Attachment 9- Proceedings of boundary demarcation [Clause 12-1F]
Attachment 10- Proceedings of Gram sabha [Clause 12-1G]

Copies forwarded to-
A. P.O cum D.W.O, BCW Department, Purulia
B. B.D.O, Baghmundi, Dist- Purulia

**** COPY RECEIVED BY P.O cum D.W.O, B.C.W Department, Purulia, dated 21.08.2023**
**** COPY RECEIVED BY S.D.O JHALDA, Dist- Purulia, dated 22.08.2023**
**** COPY RECEIVED BY B.D.O BAGHMUNDI, Dist-Purulia, dated 22.08.2023**

Ref No- Claim Application/Ranga Barelahar/2023 Date-21.08.2023

To
SDO and
Chairman
Sub Division Level Forest Rights Committee
Jhalda Sub Division
Dist- Purulia

Sub- Documents for Individual Forest Rights Claims

Note: The Schedule Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 Section 6(1) and Section 11(5) of 2012

On 22.06.2023 vill-Ranga Barelahar, G.P- Ajodhya, Block- Baghmundi, Dist-Purulia has been completed the process of individual forest rights and individual resource rights claims scrutiny. And on 22.06.2023, 89 proposed claims were accepted after discussion in legal Gramsabha meeting. Claims along with supporting documents are hereby forwarded to you for suitable action.

Please acknowledge this letter and other documents.

Yours Faithfully,
Mutru Murmu (President, Ranga Barelahar Gramsabha)
Subhash Chandra Hansda (Secretary, Ranga Barelahar Gramsabha)
Sushil Murmu (President, F.R.C, Ranga Barelahar Gramsabha)
Rasu Murmu (Secretary, F.R.C, Ranga Barelahar Gramsabha)

Documents submitted along with Claim Form "A"-
Attachment 1- List of names of the Claimants
Attachment 2- Filled up Forms for claimed Forest land by Claimants, Govt I.D Proof, Cast Certificate, Hand drawn map

Copies forwarded to-

A. P.O cum D.W.O, BCW Department, Purulia
B. B.D.O, Baghmundi, Dist- Purulia

**** COPY RECEIVED BY P.O cum D.W.O, B.C.W Department, Purulia, dated 21.08.2023**
**** COPY RECEIVED BY S.D.O JHALDA, Dist- Purulia, dated 22.08.2023**
**** COPY RECEIVED BY B.D.O BAGHMUNDI, Dist-Purulia, dated 22.08.2023**

ANNEXURE A-7

Government of West Bengal
Directorate Of Forests,
Office Of The Divisional Forest Officer,
Purulia Division.
Phone No.: 03252-222329 & Fax No.: 03252-228323
Email Id:- dfopur-wb@nic.in & dfopfd@gmail.com

NOTICE INVITING E-TENDER
NIT No. — WBFOR/DFOPUR/NIT-12/2023-24

Tender Notice No:- 12/ Felling Operation , Extraction Path & Equipment for felling operation for diverted land in respect of TURGA PUMP STORAGE PROJECT under WBCAMPA of Divisional Forest Officer, Purulia Division of 2023-24.

Memo No.: 1714 /2- 86-12/2023-24 **Dated-13/06/2023**

DECLARATION INTENT:

Tenders are invited from bonafide, experienced and reliable contractors for execution of the works as detailed in the schedule attached herewith subject to the following conditions. Tenders should be addressed to the undersigned by name as well as by official designation Shri Karthikeyan M. I.F.S., Divisional Forest Officer, Purulia Division.

1. **Scope of Tender work**:

Project No.	Name of the Scheme	Location			Estimated Cost (in Rs.)
		Range	Beat	Mouza	
01.	Felling Operation , Extraction Path & Equipment for felling operation for diverted land in respect of TURGA PUMP STORAGE PROJECT UNDER WBCAMPA of Purulia Division of 2023-24.	Bagmundi Ajodhya Matha	Bagmundi Ranga Ajodhya Kudna	Barriya Bagmundi Ranga Hatinada Gosaidih Teliabasa Kudna	23,61,072.00

2. **General Guideline for e-tendering :**

Intending tenderers desirous of participating in the e-tender are to log on to the website https://wbtenders.gov.in for general information.

3. **Registration of Contractors :**

Tenderers willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorised Certifying Authority (CA) under CCA, Govt of India. (viz. N Code Solution, Safes crypt, e-Mudhra, TCS, MTNL, IDRBT) DSC is given as a USB e-Token. After obtaining the Class 3 Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

4. **Eligibility for participation :**

Bonafide Contractors including Consortiums and Partnership firms are eligible to participate.

5. Qualification of the Bidder:-

1. All bidder shall provide in section 2, forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawing and charts , as necessary.

2. In the event that pre-Qualification of Potential bidders has been under taken, only bids from prequalified bidders will be considered tract. These Qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirms in their bids that the originally submitted prequalification information remains essentially correct as of date of bid submission. The update or confirmation should be provided in season 2.

3. It the employer has not undertaken prequalification of potential bidder, all bidders shall include the following information and documents with their bids in section2.

a. Copies of Original documents defining the constitution or legal status , place of registration, and principal place of business : Valid trade license GST, PAN.

b. Total monetary value of Construction work performed for each of the last three years.

c. Experience in work of similar nature of works in last three Years.

d. Major items of Construction equipments proposed to carry out the Contract;

e. Qualifications and experience of key site management and technical personal proposed for the contract.

f. Reposts on the financial standing of the bidder , such as profit and loss statements and auditor's reports for past three years

g. Evidence of adequacy of working capital for this contract (access to linc (S) of credit and availability of other financial resources;

h. Authority to seek references from the bidder's bankers

i. Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last three years or currently under execution. The Information shall include the names of the parties concerned , the disputed amount, cause of litigation and matter in dispute.

j. The proposed methodology and program of Construction, backed with equipments materials and manpower planning and deployment,

6. Bid Submitted by a joint venture of two or more firms as partners shall comply with the following requirement :

a. The bid shall include all the information listed in Sub-Clause 4.3 above;
b. The bid and in case of successful bid , the Agreement , shall be signed so as to be legally binding on all partners.
c. One of the partners shall be nominated as being in charge , and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
d. The partners in charge shall be authorised to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment shall be done exclusively with the partner in charge.
e. All partner of the joint venture shall be liable jointly and severally for execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in the agreement (in case of a Successful bid)
f. The joint venture agreement should indicate precisely the role of all members of JV in respect of planning design, construction equipments, Key personnel, work execution and financing of the project. All members of JV should have active participation in execution during currency of the contract. This should not be varied /Modified subsequently without prior approval of the employer;
g. The joint venture agreement should be registered in anywhere in India so as to be legally valid and binding on partners;
h. A copy of the Joint venture agreement entered into by the partners shall be submitted with the bid alternatively, a Letter of Intent to execute a joint Venture agreement in the event of a successful bid shall be signed by all partner and submitted with the bid , together with a copy of proposed Agreement .
i.

7. To quality for award of the contract , each bidder in its name should have in the last three years 2020-2021 to 2022-2023

a. Achieved in at least three financial years , a minimum annual financial turnover of similar nature of works of not less **than (1). 40% of Estimated Cost work for a single similar nature of work credential or .(2). 60% of Estimated Cost work for two similar nature of work credentials or (3) 100% of Estimated Cost work for three similar nature of works credentials.**
b. The final bill value of completed work will be treated as credential. Necessary credential Certificate to be enclosed.
c. In case if there be any objection against a bidder regarding delay of works, non completion of works etc ,or any court case against the Agency, the letter inviting authority in that case will not be entertained in the tender and that application will be out rightly rejected without any prejudice in Technical Bid.

.

8. B. Each bidder should further demonstrate:

- Bank Solvency certificate not less than 50 % of total amount of work to be participated.
  (Usually the equivalent of the estimated cash flow for 3 months in peak construction period)

9. Even though the bidders meet the above qualifying criteria , they are subject to be disqualified if they have:

a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc; and/or
c. Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.
d. Credentials and other certificates submitted by the bidder should be checked from the issuing department for its authenticity if

required.

e. In reference to CCF/HQ letter No. 2984/CS/2M-1214/2016, dated 27/06/2022 and CCF/SWC letter No.796(2)/SWC/2B-07/2022-23, Dated 10/08/2022 all bidders are required to upload a notarised Affidavit (Annexure-D) while uploading documents in tender bid and also submit the affidavit in original at least one day before opening of the technical bid to the office of the undersigned.

10. Site Visit

- The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The cost of visiting the Site be at the Bidder's own expense. The ground and below ground structure may contain stone boulders as well. No claim of rate change shall be considered for existence of boulder below the ground. The L1 bidder has to be work within the L1 bid value only. Therefore, site visit is highly emphasised by bidders before bidding.

11. Collection of Tender Documents :

Tenders are to be submitted online and intending tenderers have to download the tender documents from the website given in clause 2 above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given below.

12. Submission of Tenders

12.1 General process of submission

Tenders are to be submitted online through the website stated in Clause 2. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time for each work, one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of item/percentage in the BOQ, downloaded for the work, in the designated Cell and upload the same in designated location of Financial Bid. The documents uploaded should be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

12.2 Technical Proposal

The Technical Proposal should contain scanned copies and/or declarations in the following standardised formats in two covers (folders).

A. <u>TechnicalFile(Statutory Cover)containing,</u>

i. <u>Application forTender</u> - (Vide Form-1) (to be submitted in "Forms" folder)

ii. <u>TenderFormNo.A</u>– Form A published with the NIT to be downloaded and then uploaded and digitally signed.(to be submitted in "Forms" folder)

iii. <u>Notice Inviting Tender (NIT)</u> – The NIT as published is to be downloaded and then uploaded and digitally signed (to be submitted in "NIT" folder)

iv. **<u>EarnestMoneyDeposit(EMD)</u>** – Earnest Money @ 2% of the project cost against each project as mentioned in the schedule should be deposited by Net Banking (any listed bank) through ICICI Bank Payment Gateway. Payment in any other means cannot be accepted. As per WB Finance Department Memo No.3975- F(y) dated – 28.07.2016 at no exemption of EMD under any circumstance shall be Coincided.

v. <u>Averageannualturnoverfromcontracting business</u>- Scanned copy of Summary statement of average annual turnover from contracting business for a period of last three years, i.e; 2020-2021, 2021-2022,2022-23 or during the period since formation of the Firm, if it was set up in less than such 3- year period. (Vide <u>Form-2</u>). (to be submitted in "Forms" folder)

(Scanned copy of power of attorney by the competent authority is to be submitted, if the power is delegated for signing the bid to persons other than the applicant.)

vi. Drawings if any. (to be submitted in "Drawings" folder)

Note: **Tenders will be summarily rejected if any item in the statutory cover is missing.**

- **My Document (Non-Statutory Cover).**
- **Tender paper cost:- Tender cost for participating in e-tender is exempted as per G.O. 199-CRC/2M-10/2021, Dated 21/12/2021. Hence L1 bidder shall have to deposite tender paper cost during formal execution of tender agreement.**

Sl.	Category Name	Sub-Category Description		Document Name
				(For details see cl. 6 A & relevant clauses of NIT)
A.	CERTIFICATES	CERTIFICATES	1	P.T. deposit receipt Challan
			2	Valid GST registration
			3	Latest I.T.R. Acknowledgement Receipt for last 3 (three) years.
			4	PAN Card
B.	COMPANY DETAILS	COMPANY DETAILS	1	Proprietorship Firm - Trade Licence.
			2	Partnership Firm - Registered Partnership Deed, Registered Power of Attorney, Trade licence.
			3	Pvt. Ltd. Company - Registration Certificate under Company's Act, MOA & AOA, Registered Power of Attorney, Trade licence.
			4	Registered Un-employed Engineers and Labour Co-operative Societies Limited.
C.	CREDENTIAL	CREDENTIAL	1	Completion Certificate from the concerned Supervisor which is applicable for eligibility in this bid [According to Cl. 6(i) of NIT]
			2	Certificate from the Chattered Accountant of total monetary value of construction work performed for each of the last five years
D.	FINANCIAL (INFO)	WORK IN HAND **(OPTIONAL)**	1	Authenticated copy of current Work orders
		PAYMENT CERTIFICATE	2	Only Payment Certificate of work issued by the concerned authorities and not the TDS Certificate
			3	Auditor's Report from the past Three Years (in case of companies $ corporations)
			4	Bank certificate of access to or availability of credit facilities if neded to be availed
			5	Profit and Loss statement and Balance sheet for last Three years
E.	Man power	Technical Personnel	1	NA
F.	Affidavit			Non- judicial Affidavit (Annexure-D)
G.	Machinery details			NA

12.3 Financial Proposal

The financial proposal should contain the following document in one cover (folder).

i) Bill of Quantities (BOQ): The tenderer is to quote the rate (percentage above or below) online through computer in the space marked for quoting rate in the BOQ. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor)

13. In case of discrepancy between the uploaded documents and the originals the original shall previl.

13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

14. The EMD may be forfeited

(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity.

(b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Performance Security.

15. Process to Be Confidential

15.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

16. Any effort by the Bidder to influence the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents**.**

17. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

18. if a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non- conforming deviation or reservation.

19. if the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the set forth increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

20. Employer's Right to Accept any Bid and to Reject any or all Bids

20.1 The Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any Liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

20.2 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be kept ready for signature of the successful bidder in the office of employer within 10 days following the notification of award along with the Letter of Acceptance.

The successful Bidder will sign the Agreement and deliver it to the Employer, after which the work order shall be issued to the successful contractor.

21. Submission of original copies of documents of Tender Cost and Earnest Money Deposit

i. ***Mode of Payment:***

(a) Payment by net banking (any listed bank) through ICICI Bank Payment Gateway:

i. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.

ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

iii. Bidder will receive a confirmation message regarding success / failure of the transaction.

iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective polling account the State Government / PSU / Autonomous Body / Local Body / PRIs, etc. Maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD / Tender Fees.

v. If the transaction is failure, the bidder will again try for payment by going back to the first step.

22. Important Conditions:

22.1 Completion Certificate

Completion Certificates of completed works during the current year and last three financial years will only be accepted.

22.2 Penalty for suppression / distortion of facts

If any tenderer fails to produce the original hard copies of the documents (if necessary, especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Inviting Authority (TIA) within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform of the **Divisional Forest Officer, Purulia Division** for a period of 3 (Three) years. In addition, his Earnest Money Deposit will stand forfeited to the undersigned. Besides, the undersigned may take appropriate legal action against such defaulting tenderer.

22.3 Taxes & duties to be borne by the Contractor

Income Tax, GST. Construction Workers' Welfare Cess and similar other statutory levy /cess will have to be borne by the contractor and the rate should be quoted inclusive of all these charges.

22.4 Site inspection before submission of tender

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect including transportation and delivery of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenderers may contact the office of the **Divisional Forest Officer, Purulia Division, Purulia** between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders

22.5 Engagement of technical supervisor:- Not applicable.

22.6 Conditional and incomplete tender

Conditional and incomplete tenders are liable to summary rejection.

23. Opening and evaluation of tender

23.1 Opening of Technical Proposal

i. Technical proposals will be opened by the **Divisional Forest Officer, Purulia Division, Purulia** or his authorised representative electronically from the website stated in Clause 2. Technical proposals for those tenders whose original copies of GRIPS Challan towards EMD have been received will only be opened. Proposals corresponding to which the EMD have not been received will not be opened and will stand rejected.

ii. Cover (Folder) for Statutory Documents (vide Clause 6.2 A) would be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 6.2.B) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.

iii. Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be downloaded, by the Tender Accepting Authority.

iv. The tenderers for which the Technical proposals are found to be in order shall only qualify for opening of financial bid. Technically qualified tenderers will be shortlisted and the shortlist will be uploaded in the website mentioned in clause 2 as per the time schedule given in clause.

23.2 Opening and evaluation of Financial Proposal

i. Financial proposals of the tenderers declared technically eligible by the Tender Inviting Authority will be opened electronically from the web portal stated in Clause 2 on the prescribed date.

ii. The encrypted copies will be decrypted and the rates will be read out to the tenderers present at that time. All tenderers who have been shortlisted from the Technical Evaluation may participate in the opening of financial proposal.

ii. After evaluation of Financial Proposal, by the **Divisional Forest Officer, Purulia Division, Purulia t**he final summary result will be uploaded in the website, which will contain, name of contractors and the rates quoted by them against each work.

iv. The Tender Accepting Authority, if required, may ask any of the tenderers to submit rate analysis to justify the rate quoted by that tenderer.

24. Bid Validity : The validity of the Tender remains valid for 1 (one) year from the date of publication of the Tender notice.

25. Acceptance of Tender

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer without assigning any reason.

25.1 Execution of Formal tender after acceptance of tender

The tenderer, whose tender is approved for acceptance, shall within 10 days of the receipt of "Letter of Acceptance", will have to execute 'Formal Agreement' with the Tender Inviting authority in quadruplicate copies, after which work order shall be issued.

25.2 Security Deposit

The successful tenderers will be required to deposit **Security Money** @ 10 % of the project cost through State Government e-Procurement Portal. They will also sign agreement in the prescribed Form within 7 (seven) days from the date of acceptance of the tender, failing the Earnest Money will be forfeited to the Government. Security Deposit will be released as per PWD Notification no 5951-PW/L&W/2m-175/2017, dt. 02-11-2017 read with notification no. 5784/PW/L&A/2m-175/2017, dt. 12-09-2017 from the date of completion of the work on due satisfaction of the Concerned Authority.

25.3 Additional Performance Security when the bid rate is 80% or less of the Estimate put to tender and no increase in scope of work of projects during execution phase vide Memo No. 4608-F(Y), Dated 18.07.2018. issued by Finance Department , Government of West Bengal.

26. Refund / Statement Process of Earnest Money of the unsuccessful tenderer(s)

i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.

ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank account from which they made the payment transaction. Such refund will take place within T+@ Bank working days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement, portal by the tender inviting authority.

ii. Once the financial bid evaluation is electronically process in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, though an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.

iv. If the L2 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EDM of the L2 bidder will be refunded through at automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank working days where will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.

v. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal-

(a) EMD of the L1 bidder for tenders of Sate government Offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L1 bidder.

(b) EDM of the L1 bidder for tenders of the State PSUs / Autonomous Bodies / Local Bodies / PRIs , etc will automatically get transferred from the pooling account to their respective linked bank accounts

along with the bank particulars of the L1 bidder.

In both the above, cases, such transfer will take place within T+1 Bank working days where T will mean the date on which the Award of Contract (AOC) is issued.

v. The Bank will share the details of the GRN No. Generated on successful entry in GRIPS with the e-Procurement portal for updation.

vi. Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue head "0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc tenders.

viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.

27. Payment

The payment of bill for any work will be made according to the availability of fund and approval of higher authorities.wherever applicable and no claim to delay in payment will be entertained. **The final bill payment will be done after deducting all existing Taxes, cess etc. including GST as per prevailing rules**.

27.1 Part payment may be released depending upon satisfactory progress of work.

In any case if the awarded contract is not completed in the same financial year the payment for the next financial year will be done after fund is revalidated by the Department.

27.2 The payments of bills will be made after cross checking of all works by the undersigned or person authorised by the undersigned.

28. Force Measure :

The tenderer/ contractor shall not be considered in default, if delay in delivery occurs due to causes beyond his control, such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. In the event of delay due to such causes, the contract may be extended for a length of time equal to the period of force measure or at the option of the Tender Inviting Authority, it may be cancelled. Such cancellation would be without any liability whatsoever on the part of Tender Inviting Authority.

29. Schedule of Dates for e-Tendering :-

Sl. No.	Activity	Date & Time
1.	***Tender Publishing date & time***	***14.07.2023 at 10:00 AM***
2.	***Document Download start date & time***	***14.07.2023 at 10:00 AM***
3.	***Bid submission start date & time***	***14.07.2023 at 10:00 AM***
4.	***Bid submission end date & time***	***31.07.2023 at 5:00 PM***
5.	***EMD physical submission end date & time***	***31.07.2023 at 5:00 PM***
6.	***Technical Bid opening date & time***	***03.08.2023 at 10:30 AM***
7.	***Uploading of Technical Bid Evaluation sheet***	***After technical bid evaluation***
8.	***Financial Bid opening date & time***	***After technical bid evaluation***
9.	***Uploading of Financial Bid evaluation sheet***	***After financial bid evaluation***
10.	***Publishing the Name of bidder who will get the***	***After technical & financial bid evaluation***

30. The undersigned reserves the right to cancel the contract on the ground of unsatisfactory or delayed work and thereby to forfeit the security Deposit in the terms of the agreement.

31. All materials to be used as per technical specification and should be approved by the undersigned or his authorised officer before use.

32. The terms and condition mentioned herein shall be deemed to form a part of the agreement.

33. In accordance with the provision of relevant section of Income Tax 1951. Deduction of IT @ 2% shall be made from the gross value of the bill./ or as per the prevalent rules of the Act.

34. Valid 15 (Fifteen) digit Goods and service Tax payer Identification No. (GSTIN) under GST Act.2017 & Tax invoice (s) need to be issued by the supplier for raising claim under the contract showing separately the Tax charged in accordance to the provisions of GST Act. 2017.

35. If any terms and conditions of the tender are altered the same will be notified.

36. Structural design may alter depending on need based at the site and purpose.

37. The acceptance of the tender will be subject to the receipt of approval of higher authority. The undersigned will not be responsible for any loss sustained by a tenderer in the event of non-receipt of Govt. Sanction.

38. All works are to be carried out as per plan, specification and estimate of works subject to modification made in writing by the undersigned or his authorised officer. The technical supervisor as engaged by the contractor to check work as per plan, specification and estimate of works & work measurement to be recorded time to time by the technical supervisor in the specified WMNB duly countersigned by the concerned range officer under whose jurisdiction the felling operation is being executed.

39. Completion of Work:- Time is the essence of work. The work should be completed within 120 days from the date of receipt of the work order.

40. Liquidated Damage:- If the work is not completed in schedule time i.e. 120 days, the liquidated damage will be computed @ 2% per month of the tendered value as per Finance Department G.O. No. 5696-F(Y), Dated 01.10.2019.

41. The third party evaluation will be done from the agency, hired by the Divisional Forest Officer, Purulia Division.

42. The work order will be issued after getting approval and financial sanction from appropriate authority.

Sd/-Karthikeyan M. IFS
Divisional Forest Officer
Purulia Division

Annexure-A

Technical Bid Format

Form A – General Information about the Organization

S. No.	Particulars	Details to be furnished		
Details of the Bidder (Organization)				
1.	Name			
2.	Address			
3.	Telephone		Fax	
4.	E-mail		Website	
Details of Authorized person				
5.	Name			
6.	Address			
7.	Telephone		E-mail	
Information about the Organization				
	Status of Organization (Public Ltd./ Pvt. Ltd/ Institution/ University etc.)			
8.	Details of Registration of Organization	Date		
		Ref		
9.	Locations and addresses of offices (in India and overseas)			
10.	Enclose latest VAT Return (Y/N)			

_____

Signature of the Bidder with seal

Annexure-B
FROM-2

Certificate Regarding Summary Statement of Yearly Turnover from Contractual Business

This is to certify that the following statement is the summary of the audited Balance Sheet arrived from contractual business in favour of .....

.....

..... for the three consecutive years or

for such period since inception of the Firm, if it was set in less than such five year's period.

Sl. No	Financial		Remarks
	Year	Turnover rounded up to Rs in lakh (two digit after decimal)	
1.	2020-21		
2.	2021-22		
3.	2022-23		
Total			

Average Turnover: In Rs

Note:

1. Average Annual turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
2. Average Annual turnover for 5 years is to be obtained by dividing the total turnover by 5.
3. In case, the firm was set up in less than 5 year's period, mention the year of inception in the 'Remarks' column.

Signature of the Bidder with sea

ANNEXURE 1: LIST OF WORKS

NIT No. — WBFOR/DFOPUR/NIT-12/2023-24

Scheme Name	Project No.	Name of the Work	Location		Project Cost	Earnest Money 2% of the Project Cost	Security Money 10% of the L1 Cost as per G.O. no-796-F(Y) date-25.02.2022	Time of Completion	Cost of Tender Paper for Success full Bidder only	Eligibility of Contractor
			Range	Mouza						
WBCAMPA	1	Felling Operation , Extraction Path & Equipment for felling operation for diverted land in respect of TURGA PUMP STORAGE PROJECT under WBCAMPA of Purulia Division of 2023-24.	Bagmundi Ajodhya Matha	Barriya Bagmundi Ranga Hatinada Gosaidih Teliabasa Kudna	23,61,072.00	47,221.00	10% of L1 cost	120 days	2,500.00	As per clause 7

Sd/-Karthikeyan M. IFS
Divisional Forest Officer
Purulia Division

Additional Terms & Conditions.

Notwithstanding anything contained in the form in which the contract is executed the following shall constitute terms and conditions of contract and part of agreement and shall be binding on the contractor.

The Divisional Forest Officer, Purulia Division, Purulia or his authorised representative will be the Officer-in-Charge in respect of the contract and all correspondences concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made by the Officer-in-Charge. If any correspondence of above tender is made with Officers other than the Officer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Officer-in-Charge and approved by him. The instruction given by the Divisional Forest Officer, Purulia Division, Purulia who have been authorized to carry out the work on behalf of the Officer-in-Charge and his authorised representative shall also be valid regarding specification, supervision, approval of materials and workmanship. In case of dispute, the decision of Officer-in-Charge shall be final and binding.

The intending tenderers are to quote rate in terms of percentage higher or lower or at par which will apply to all the rates in the Tender Schedule irrespective of whether quantities are entered in the schedule or not i.e. all the items and rates as shown in the schedule with the tendered percentage increase or decrease will be applicable to this tender.

The acceptance of the tender including the right to distribute the work between two or amongst more than two tenderers will rest with the competent authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.

The Tenderer shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules, 1970 (b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.

Divisional Forest Officer, Purulia Division or his authorised representative shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground.

The Tender Inviting Authority shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike etc.

No Price preference will be applicable to W.B. Govt. Undertaking, as per Finance Deptt. G.O. No. 8648-F(Y), dated 12th October 2012.

Imposition of any duty / tax rules etc whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the tenderer.

No mobilization / secured advance bill will be allowed.

GST, Cess, Toll Tax, Income Tax, Ferry Charges other Local Taxes and any other prevalent charges as per extent rules if any are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.

All working tools and plants will have to be arranged by the contractor at his own cost.

The final acceptance of the tender will be subject to the receipt of approval of higher authorities.

Final payment will be made after completion of all works in the field & checking by authorised officer. The authorised officer may check the quality of the work at any point of time before submitting the report of completion.

The undersigned reserves the right to cancel the agreement at any point of time during the execution of the work if it not done as per the specifications or any terms & conditions are violated by the Contractor.

The Security Deposit will be released to the Contractor as per PWD Notification no 5951-PW/L&W/2m-175/2017, dt. 02-11-2017 read with notification no. 5784/PW/L&A/2m-175/2017, dt. 12-09-2017 from the date of completion of the work on due satisfaction of the Concerned Authority from the date of final payment of the bill if no irregularity is noticed within this period. In case of any irregularity, the Security Deposit will be forfeited in addition to any legal action as deem fit & required.

The successful tenderer will not assign any or part of the work(s) to any other contractor/agency.

The undersigned reserves the right to demand from the Tenderers the classification and justification of their offer. The item wise statement of their proposed expenditure analysis with a view to construct the work mentioned in the schedule of this Tender Notice. On the item wise expenditure proposed labour cost should be specifically mentioned.

Cement concrete work should be thoroughly cured for at least 14 days (21 days for roof) and to be done as per standard practice, codes and rules. **Use of vibrator is obligatory for compaction of cement concrete works.**

The contractor shall have no claim for any payment before completion of work.

All works are to be carried out as per plan, specification and estimate of works subject to modification made in writing by the undersigned or his authorised officer. The technical supervisor as engaged by the contractor to check work as per plan, specification and estimate of works & work measurement to be recorded time to time by the technical supervisor in the specified WMNB duly countersigned by the concerned range officer under whose jurisdiction the check Dam construction is being executed. All materials to be used as per P.W.D. specification and should be approved by the undersigned or his authorised officer before use.

Work should be started from the One Week from the date of issuing work order, failure of which work order would be cancelled and will be offered to the next bidder. The Work to be completed within 90 (Ninety) days of issuance of Work Order.

ACC / Ambuja / Ultratech / Lafarge Cement & TATA Iron Rod strictly to be used for RCC construction work.
Photography of the work at the starting, during & after completion to be submitted to the undersigned.

The terms and condition mentioned herein shall be deemed to form a part of the agreement.

If any terms and conditions of the tender are altered the same will be notified.

The successful tenderer will have to undertake such extra work(not specified in the Tender) which he would subsequently be asked to do in writing by the undersigned, the payment for such extra work will be made as per the rate of the current PWD schedule applicable to Purulia District less the rate quoted by tender.

Sd/-Karthikeyan M. IFS
Divisional Forest Officer
Purulia Division

Annexure-C

APPLICATION FOR TENDER

To,
Divisional Forest Officer, Purulia Division,
Purulia

NIT No:- ……...……

Serial No of Work applied for :- .....

Amount put to tender : Rs .....

Dear Sir,

Having examined the Statutory, Non statutory & NIT documents, I/we hereby like to state that I/we wilfully accept all your conditions and offer to execute the works as per NIT no and Serial no stated above. We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated _____day of _____ 2023.

Full name of applicant: _____

In the capacity of: _____

Duly authorized to sign bids
For & on behalf of (Name of Firm): _____ (In block capitals or typed)

Office address:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

_____
Signature of the Bidder with seal

Annexure-D

(See clause-9e of NIT-36)

ll AFFIDAVIT ll

(To be contained in Envelope-A)

(On Non Judicial Stamp of Rs. 100)

I/We.....who is/are ..... (status in the firm/company) and competent for submission of the affidavit on behalf of M/S.....(contractor) do solemnly affirm an oath and state that:

I/We am/are fully satisfied for the correctness of the certificates /records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. .....for ..... (name of work) dated ..... issued by the ..... (name of the department).

I/we are fully responsible for the correctness of following self certified information /documents and certificates:

1. That the self certified information given in the bid document is fully true and authentic.
2. That:
   a. Term deposit receipt deposited as earnest money for cost of bid document and other relevant documents provided by the Bank are authentic.
   b. Information regarding financial qualification and annual turn-over is correct.
   c. Information regarding various Technical qualifications and credential is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

   Or

   Following close relatives are working in the department:

   Name.....Post.....Present Posting.....

Signature with seal of the Deponent (Bidder)

I/we,.....above deponent do hereby certify that the facts mentioned in above paras 1 to 3 are correct to the best of my knowledge and belief. Verified today ..... (dated)

at .....(place).

Signature with seal of the Deponent (Bidder)

Note: Affidavit duly notarized in original shall reach at least one Calendar day before opening of the bid.

Government of West Bengal
Directorate Of Forests,
Office Of The Divisional Forest Officer,
Purulia Division.
Phone No.: 03252-222329 & Fax No.: 03252-228323
Email Id:- dfopur-wb@nic.in & dfopfd@gmail.com

NOTICE INVITING E-TENDER
NIT No. — WBFOR/DFOPUR/NIT-13/2023-24

Tender Notice No:- 13/Construction, fitting, fixing survey and supervision of boundary pillar for diverted land in respect of TURGA PUMP STORAGE PROJECT under WBCAMPA of Divisional Forest Officer, Purulia Division of 2023-24.

Memo No.: 1745 /2- 86-13/2023-24 **Dated-15/06/2023**

DECLARATION INTENT:
Tenders are invited from bonafide, experienced and reliable contractors for execution of the works as detailed in the schedule attached herewith subject to the following conditions. Tenders should be addressed to the undersigned by name as well as by official designation Shri Karthikeyan M. I.F.S., Divisional Forest Officer, Purulia Division.

1. **Scope of Tender work**:

Project No.	Name of the Scheme	Location			Estimated Cost (in Rs.)
		Range	Beat	Mouza	
01.	Construction, fitting, fixing survey and supervision of boundary pillar for diverted land in respect of TURGA PUMP STORAGE PROJECT UNDER WBCAMPA of Purulia Division of 2023-24.	Bagmundi Ajodhya Matha	Bagmundi Ranga Ajodhya Kudna	Barriya Bagmundi Ranga Hatinada Gosaidih Teliabasa Kudna	84,24,000.00

2. **General Guideline for e-tendering :**

Intending tenderers desirous of participating in the e-tender are to log on to the website https://wbtenders.gov.in for general information.

3. **Registration of Contractors :**

Tenderers willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorised Certifying Authority (CA) under CCA, Govt of India. (viz. N Code Solution, Safes crypt, e-Mudhra, TCS, MTNL, IDRBT) DSC is given as a USB e-Token. After obtaining the Class 3 Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

4. Eligibility for participation :

Bonafide Contractors including Consortiums and Partnership firms are eligible to participate.

5. Qualification of the Bidder:-

1. All bidder shall provide in section 2, forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawing and charts , as necessary.

2. In the event that pre-Qualification of Potential bidders has been under taken, only bids from prequalified bidders will be considered tract. These Qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirms in their bids that the originally submitted prequalification information remains essentially correct as of date of bid submission. The update or confirmation should be provided in season 2.

3. It the employer has not undertaken prequalification of potential bidder, all bidders shall include the following information and documents with their bids in section2.

a. Copies of Original documents defining the constitution or legal status , place of registration, and principal place of business : Valid trade license GST, PAN.

b. Total monetary value of Construction work performed for each of the last three years.

c. Experience in work of similar nature of works in last three Years.

d. Major items of Construction equipments proposed to carry out the Contract;

e. Qualifications and experience of key site management and technical personal proposed for the contract.

f. Reposts on the financial standing of the bidder , such as profit and loss statements and auditor's reports for past three years

g. Evidence of adequacy of working capital for this contract (access to linc (S) of credit and availability of other financial resources;

h. Authority to seek references from the bidder's bankers

i. Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last three years or currently under execution. The Information shall include the names of the parties concerned , the disputed amount, cause of litigation and matter in dispute.

j. The proposed methodology and program of Construction, backed with equipments materials and manpower planning and deployment,

6. Bid Submitted by a joint venture of two or more firms as partners shall comply with the following requirement :

a. The bid shall include all the information listed in Sub-Clause 4.3 above;

b. The bid and in case of successful bid , the Agreement , shall be signed so as to be legally binding on all partners.

c. One of the partners shall be nominated as being in charge , and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;

d. The partners in charge shall be authorised to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment shall be done exclusively with the partner in charge.

e. All partner of the joint venture shall be liable jointly and severally for execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in the agreement (in case of a Successful bid)

f. The joint venture agreement should indicate precisely the role of all members of JV in respect of planning design, construction equipments, Key personnel, work execution and financing of the project. All members of JV should have active participation in execution during currency of the contract. This should not be varied /Modified subsequently without prior approval of the employer;

g. The joint venture agreement should be registered in anywhere in India so as to be legally valid and binding on partners;

h. A copy of the Joint venture agreement entered into by the partners shall be submitted with the bid alternatively, a Letter of Intent to execute a joint Venture agreement in the event of a successful bid shall be signed by all partner and submitted with the bid , together with a copy of proposed Agreement .

7. To quality for award of the contract , each bidder in its name should have in the last three years 2020-2021 to 2022-2023

a. Achieved in at least three financial years , a minimum annual financial turnover of similar nature of works of not less **than (1). 40% of Estimated Cost work for a single similar nature of work credential or .(2). 60% of Estimated Cost work for two similar nature of work credentials or (3) 100% of Estimated Cost work for three similar nature of works credentials.**

b. The final bill value of completed work will be treated as credential. Necessary credential Certificate to be enclosed.

c. In case if there be any objection against a bidder regarding delay of works, non completion of works etc ,or any court case against the Agency, the letter inviting authority in that case will not be entertained in the tender and that application will be out rightly rejected without any prejudice in Technical Bid.

8. B. Each bidder should further demonstrate:

- Bank Solvency certificate not less than 50 % of total amount of work to be participated.
  (Usually the equivalent of the estimated cash flow for 3 months in peak construction period)

9. Even though the bidders meet the above qualifying criteria , they are subject to be disqualified if they have:

a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc; and/or

c. Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

d. Credentials and other certificates submitted by the bidder should be checked from the issuing department for its authenticity if required.

e. In reference to CCF/HQ letter No. 2984/CS/2M-1214/2016, dated 27/06/2022 and CCF/SWC letter No.796(2)/SWC/2B-07/2022-23, Dated 10/08/2022 all bidders are required to upload a notarised Affidavit (Annexure-D) while uploading documents in tender bid and also submit the affidavit in original at least one day before opening of the technical bid to the office of the undersigned.

10. Site Visit

- The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The cost of visiting the Site be at the Bidder's own expense. The ground and below ground structure may contain stone boulders as well. All excavated boulders during construction of boundary pillar shall be treated as forest produce and be duly deposited to nearest Range during work execution. No claim of rate change shall be considered for existence of boulder below the ground. The L1 bidder has to be work within the L1 bid value only. Therefore, site visit is highly emphasised by bidders before bidding.

11. Collection of Tender Documents :

Tenders are to be submitted online and intending tenderers have to download the tender documents from the website given in clause 2 above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given below.

12. Submission of Tenders

12.1 General process of submission

Tenders are to be submitted online through the website stated in Clause 2. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time for each work, one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of item/percentage in the BOQ, downloaded for the work, in the designated Cell and upload the same in designated location of Financial Bid. The documents uploaded should be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

12.2 Technical Proposal

The Technical Proposal should contain scanned copies and/or declarations in the following standardised formats in two covers (folders).

A. <u>TechnicalFile(Statutory Cover)containing,</u>

i. <u>Application forTender</u> - (Vide Form-1) (to be submitted in "Forms" folder)

ii. <u>TenderFormNo.A</u>– Form A published with the NIT to be downloaded and then uploaded and digitally signed.(to be submitted in "Forms" folder)

iii. <u>Notice Inviting Tender (NIT)</u> – The NIT as published is to be downloaded and then uploaded and digitally signed (to be submitted in "NIT" folder)

iv. **<u>EarnestMoneyDeposit(EMD)</u>** – Earnest Money @ 2% of the project cost against each project as mentioned in the schedule should be deposited by Net Banking (any listed bank) through ICICI Bank Payment Gateway. Payment in any other means cannot be accepted. As per WB Finance Department Memo No.3975- F(y) dated – 28.07.2016 at no exemption of EMD under any circumstance shall be Coincided.

v. <u>Averageannualturnoverfromcontracting business</u>- Scanned copy of Summary statement of average annual turnover from contracting business for a period of last three years, i.e; 2020-2021, 2021-2022,2022-23 or during the period since formation of the Firm, if it was set up in less than such 3- year period. (Vide <u>Form-2</u>). (to be submitted in "Forms" folder)

(Scanned copy of power of attorney by the competent authority is to be submitted, if the power is delegated for signing the bid to persons other than the applicant.)

vi. Drawings if any. (to be submitted in "Drawings" folder)

Note: **Tenders will be summarily rejected if any item in the statutory cover is missing.**

- **My Document (Non-Statutory Cover).**
- **Tender paper cost:- Tender cost for participating in e-tender is exempted as per G.O. 199-CRC/2M-10/2021, Dated 21/12/2021. Hence L1 bidder shall have to deposite tender paper cost during formal execution of tender agreement.**

Sl.	Category Name	Sub-Category Description		Document Name
				(For details see cl. 6 A & relevant clauses of NIT)
A.	CERTIFICATES	CERTIFICATES	1	P.T. deposit receipt Challan
			2	Valid GST registration
			3	Latest I.T.R. Acknowledgement Receipt for last 3 (three) years.
			4	PAN Card
B.	COMPANY DETAILS	COMPANY DETAILS	1	Proprietorship Firm - Trade Licence.
			2	Partnership Firm - Registered Partnership Deed, Registered Power of Attorney, Trade licence.
			3	Pvt. Ltd. Company - Registration Certificate under Company's Act, MOA & AOA, Registered Power of Attorney, Trade licence.
			4	Registered Un-employed Engineers and Labour Co-operative Societies Limited.
C.	CREDENTIAL	CREDENTIAL	1	Completion Certificate from the concerned Supervisor which is applicable for eligibility in this bid [According to Cl. 6(i) of NIT]
			2	Certificate from the Chattered Accountant of total monetary value of construction work performed for each of the last five years
D.	FINANCIAL (INFO)	WORK IN HAND **(OPTIONAL)**	1	Authenticated copy of current Work orders
		PAYMENT CERTIFICATE	2	Only Payment Certificate of work issued by the concerned authorities and not the TDS Certificate
			3	Auditor's Report from the past Three Years (in case of companies $ corporations)
			4	Bank certificate of access to or availability of credit facilities if neded to be availed
			5	Profit and Loss statement and Balance sheet for last Three years
E.	Man power	Technical Personnel	1	NA
F.	Affidavit			Non- judicial Affidavit (Annexure-D)
G.	Machinery details			NA

12.3 Financial Proposal

The financial proposal should contain the following document in one cover (folder).

i) Bill of Quantities (BOQ): The tenderer is to quote the rate (percentage above or below) online through computer in the space marked for quoting rate in the BOQ. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor)

13. In case of discrepancy between the uploaded documents and the originals the original shall previl.

13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

14. The EMD may be forfeited

(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity.

(b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Performance Security.

15. Process to Be Confidential

15.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

16. Any effort by the Bidder to influence the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents**.**

17. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

18. if a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non- conforming deviation or reservation.

19. if the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the set forth increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

20. Employer's Right to Accept any Bid and to Reject any or all Bids

20.1 The Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any Liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

20.2 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be kept ready for signature of the successful bidder in the office of employer within 10 days following the notification of award along with the Letter of Acceptance.
The successful Bidder will sign the Agreement and deliver it to the Employer, after which the work order shall be issued to the successful contractor.

21. Submission of original copies of documents of Tender Cost and Earnest Money Deposit

i. ***Mode of Payment:***

(a) Payment by net banking (any listed bank) through ICICI Bank Payment Gateway:

i. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.

ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

iii. Bidder will receive a confirmation message regarding success / failure of the transaction.

iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective polling account the State Government / PSU / Autonomous Body / Local Body / PRIs, etc. Maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD / Tender Fees.

v. If the transaction is failure, the bidder will again try for payment by going back to the first step.

22. Important Conditions:

22.1 Completion Certificate

Completion Certificates of completed works during the current year and last three financial years will only be accepted.

22.2 Penalty for suppression / distortion of facts

If any tenderer fails to produce the original hard copies of the documents (if necessary, especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Inviting Authority (TIA) within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform of the **Divisional Forest Officer, Purulia Division** for a period of 3 (Three) years. In addition, his Earnest Money Deposit will stand forfeited to the undersigned. Besides, the undersigned may take appropriate legal action against such defaulting tenderer.

22.3 Taxes & duties to be borne by the Contractor

Income Tax, GST. Construction Workers' Welfare Cess and similar other statutory levy /cess will have to be borne by the contractor and the rate should be quoted inclusive of all these charges.

22.4 Site inspection before submission of tender

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect including transportation and delivery of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenderers may contact the office of the **Divisional Forest Officer, Purulia Division, Purulia** between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders

22.5 Engagement of technical supervisor:- Not applicable.

22.6 Conditional and incomplete tender

Conditional and incomplete tenders are liable to summary rejection.

23. Opening and evaluation of tender

23.1 Opening of Technical Proposal

i. Technical proposals will be opened by the **Divisional Forest Officer, Purulia Division, Purulia** or his authorised representative electronically from the website stated in Clause 2. Technical proposals for those tenders whose original copies of GRIPS Challan towards EMD have been received will only be opened. Proposals corresponding to which the EMD have not been received will not be opened and will stand rejected.

ii. Cover (Folder) for Statutory Documents (vide Clause 6.2 A) would be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 6.2.B) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.

iii. Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be downloaded, by the Tender Accepting Authority.

iv. The tenderers for which the Technical proposals are found to be in order shall only qualify for opening of financial bid. Technically qualified tenderers will be shortlisted and the shortlist will be uploaded in the website mentioned in clause 2 as per the time schedule given in clause.

23.2 Opening and evaluation of Financial Proposal

i. Financial proposals of the tenderers declared technically eligible by the Tender Inviting Authority

will be opened electronically from the web portal stated in Clause 2 on the prescribed date.

ii. The encrypted copies will be decrypted and the rates will be read out to the tenderers present at that time. All tenderers who have been shortlisted from the Technical Evaluation may participate in the opening of financial proposal.

ii. After evaluation of Financial Proposal, by the **Divisional Forest Officer, Purulia Division, Purulia t**he final summary result will be uploaded in the website, which will contain, name of contractors and the rates quoted by them against each work.

iv. The Tender Accepting Authority, if required, may ask any of the tenderers to submit rate analysis to justify the rate quoted by that tenderer.

24. Bid Validity : The validity of the Tender remains valid for 1 (one) year from the date of publication of the Tender notice.

25. Acceptance of Tender

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer without assigning any reason.

25.1 Execution of Formal tender after acceptance of tender

The tenderer, whose tender is approved for acceptance, shall within 10 days of the receipt of "Letter of Acceptance", will have to execute 'Formal Agreement' with the Tender Inviting authority in quadruplicate copies, after which work order shall be issued.

25.2 Security Deposit

The successful tenderers will be required to deposit **Security Money** @ 10 % of the project cost through State Government e-Procurement Portal. They will also sign agreement in the prescribed Form within 7 (seven) days from the date of acceptance of the tender, failing the Earnest Money will be forfeited to the Government. Security Deposit will be released as per PWD Notification no 5951-PW/L&W/2m-175/2017, dt. 02-11-2017 read with notification no. 5784/PW/L&A/2m-175/2017, dt. 12-09-2017 from the date of completion of the work on due satisfaction of the Concerned Authority.

25.3 Additional Performance Security when the bid rate is 80% or less of the Estimate put to tender and no increase in scope of work of projects during execution phase vide Memo No. 4608-F(Y), Dated 18.07.2018. issued by Finance Department , Government of West Bengal.

26. Refund / Statement Process of Earnest Money of the unsuccessful tenderer(s)

i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.

ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank account from which they made the payment transaction. Such refund will take place within T+@ Bank working days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement, portal by the tender inviting authority.

ii. Once the financial bid evaluation is electronically process in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, though an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.

iv. If the L2 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EDM of the L2 bidder will be refunded through at automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank working days where will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.

v. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal-

(a) EMD of the L1 bidder for tenders of Sate government Offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L1 bidder.

(b) EDM of the L1 bidder for tenders of the State PSUs / Autonomous Bodies / Local Bodies / PRIs , etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder.

In both the above, cases, such transfer will take place within T+1 Bank working days where T will mean the date on which the Award of Contract (AOC) is issued.

v. The Bank will share the details of the GRN No. Generated on successful entry in GRIPS with the e-Procurement portal for updation.

vi. Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue head "0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc tenders.

viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.

27. Payment

The payment of bill for any work will be made according to the availability of fund and approval of higher authorities.wherever applicable and no claim to delay in payment will be entertained. **The final bill payment will be done after deducting all existing Taxes, cess etc. including GST as per prevailing rules**.

27.1 Part payment may be released depending upon satisfactory progress of work.

In any case if the awarded contract is not completed in the same financial year the payment for the next financial year will be done after fund is revalidated by the Department.

27.2 The payments of bills will be made after cross checking of all works by the undersigned or person authorised by the undersigned.

28. Force Measure :

The tenderer/ contractor shall not be considered in default, if delay in delivery occurs due to causes beyond his control, such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. In the event of delay due to such causes, the contract may be extended for a length of time equal to the period of force measure or at the option of the Tender Inviting Authority, it may be cancelled. Such cancellation would be without any liability whatsoever on the part of Tender Inviting Authority.

29. Schedule of Dates for e-Tendering :-

Sl. No.	Activity	Date & Time
1.	***Tender Publishing date & time***	***14.07.2023 at 10:00 AM***
2.	***Document Download start date & time***	***14.07.2023 at 10:00 AM***
3.	***Bid submission start date & time***	***14.07.2023 at 10:00 AM***
4.	***Bid submission end date & time***	***31.07.2023 at 5:00 PM***
5.	***EMD physical submission end date & time***	***31.07.2023 at 5:00 PM***
6.	***Technical Bid opening date & time***	***03.08.2023 at 10:30 AM***
7.	***Uploading of Technical Bid Evaluation sheet***	***After technical bid evaluation***
8.	***Financial Bid opening date & time***	***After technical bid evaluation***
9.	***Uploading of Financial Bid evaluation sheet***	***After financial bid evaluation***
10.	***Publishing the Name of bidder who will get the***	***After technical & financial bid evaluation***

30. The undersigned reserves the right to cancel the contract on the ground of unsatisfactory or delayed work and thereby to forfeit the security Deposit in the terms of the agreement.

31. All materials to be used as per technical specification and should be approved by the undersigned or his authorised officer before use.

32. The terms and condition mentioned herein shall be deemed to form a part of the agreement.

33. In accordance with the provision of relevant section of Income Tax 1951. Deduction of IT @ 2% shall be made from the gross value of the bill./ or as per the prevalent rules of the Act.

34. Valid 15 (Fifteen) digit Goods and service Tax payer Identification No. (GSTIN) under GST Act.2017 & Tax invoice (s) need to be issued by the supplier for raising claim under the contract showing separately the Tax charged in accordance to the provisions of GST Act. 2017.

35. If any terms and conditions of the tender are altered the same will be notified.

36. Structural design may alter depending on need based at the site and purpose.

37. The acceptance of the tender will be subject to the receipt of approval of higher authority. The undersigned will not be responsible for any loss sustained by a tenderer in the event of non-receipt of Govt. Sanction.

38. All works are to be carried out as per plan, specification and estimate of works subject to modification made in writing by the undersigned or his authorised officer. The technical supervisor as engaged by the contractor to check work as per plan, specification and estimate of works & work measurement to be recorded time to time by the technical supervisor in the specified WMNB duly countersigned by the concerned range officer under whose jurisdiction the boundary pillar construction is being executed.

39. If stone boulders are found during construction of boundary pillar, all stone boulders shall be duly deposited to nearest Range during work execution.

40.Completion of Work:- Time is the essence of work. The work should be completed within 120 days from the date of receipt of the work order.

41. Liquidated Damage:- If the work is not completed in schedule time i.e. 120 days, the liquidated damage will be computed @ 2% per month of the tendered value as per Finance Department G.O. No. 5696-F(Y), Dated 01.10.2019.

42. The third party evaluation will be done from the agency, hired by the Divisional Forest Officer, Purulia Division.

43. The work order will be issued after getting approval and financial sanction from appropriate authority.

Sd/-Karthikeyan M. IFS
Divisional Forest Officer
Purulia Division

Annexure-A

Technical Bid Format

Form A – General Information about the Organization

S. No.	Particulars	Details to be furnished		
Details of the Bidder (Organization)				
1.	Name			
2.	Address			
3.	Telephone		Fax	
4.	E-mail		Website	
Details of Authorized person				
5.	Name			
6.	Address			
7.	Telephone		E-mail	
Information about the Organization				
	Status of Organization (Public Ltd./ Pvt. Ltd/ Institution/ University etc.)			
8.	Details of Registration of Organization	Date		
		Ref		
9.	Locations and addresses of offices (in India and overseas)			
10.	Enclose latest VAT Return (Y/N)			

_____

Signature of the Bidder with seal

Annexure-B
FROM-2

Certificate Regarding Summary Statement of Yearly Turnover from Contractual Business

This is to certify that the following statement is the summary of the audited Balance Sheet arrived from contractual business in favour of .....

.....

..... for the three consecutive years or

for such period since inception of the Firm, if it was set in less than such five year's period.

Sl. No	Financial		Remarks
	Year	Turnover rounded up to Rs in lakh (two digit after decimal)	
1.	2020-21		
2.	2021-22		
3.	2022-23		
Total			

Average Turnover: In Rs

Note:

1. Average Annual turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
2. Average Annual turnover for 5 years is to be obtained by dividing the total turnover by 5.
3. In case, the firm was set up in less than 5 year's period, mention the year of inception in the 'Remarks' column.

Signature of the Bidder with sea

ANNEXURE 1: LIST OF WORKS

NIT No. — WBFOR/DFOPUR/NIT-13/2023-24

Scheme Name	Project No.	Name of the Work	Location		Project Cost	Earnest Money 2% of the Project Cost	Security Money 10% of the L1 Cost as per G.O. no-796-F(Y) date-25.02.2022	Time of Completion	Cost of Tender Paper for Success full Bidder only	Eligibility of Contractor
			Range	Mouza						
WBCAMPA	1	Construction, fitting, fixing survey and supervision of boundary pillar for diverted land in respect of TURGA PUMP STORAGE PROJECT under WBCAMPA of Purulia Division of 2023-24.	Bagmundi Ajodhya Matha	Barriya Bagmundi Ranga Hatinada Gosaidih Teliabasa Kudna	84,24,000.00	1,68,480.00	10% of L1 cost	120 days	5000/-	As per clause 7

Sd/-Karthikeyan M. IFS
Divisional Forest Officer
Purulia Division

Additional Terms & Conditions.

Notwithstanding anything contained in the form in which the contract is executed the following shall constitute terms and conditions of contract and part of agreement and shall be binding on the contractor.

The Divisional Forest Officer, Purulia Division, Purulia or his authorised representative will be the Officer-in-Charge in respect of the contract and all correspondences concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made by the Officer-in-Charge. If any correspondence of above tender is made with Officers other than the Officer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Officer-in-Charge and approved by him. The instruction given by the Divisional Forest Officer, Purulia Division, Purulia who have been authorized to carry out the work on behalf of the Officer-in-Charge and his authorised representative shall also be valid regarding specification, supervision, approval of materials and workmanship. In case of dispute, the decision of Officer-in-Charge shall be final and binding.

The intending tenderers are to quote rate in terms of percentage higher or lower or at par which will apply to all the rates in the Tender Schedule irrespective of whether quantities are entered in the schedule or not i.e. all the items and rates as shown in the schedule with the tendered percentage increase or decrease will be applicable to this tender.

The acceptance of the tender including the right to distribute the work between two or amongst more than two tenderers will rest with the competent authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.

The Tenderer shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules, 1970 (b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.

Divisional Forest Officer, Purulia Division or his authorised representative shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground.

The Tender Inviting Authority shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike etc.

No Price preference will be applicable to W.B. Govt. Undertaking, as per Finance Deptt. G.O. No. 8648-F(Y), dated 12th October 2012.

Imposition of any duty / tax rules etc whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the tenderer.

No mobilization / secured advance bill will be allowed.

GST, Cess, Toll Tax, Income Tax, Ferry Charges other Local Taxes and any other prevalent charges as per extent rules if any are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.

All working tools and plants will have to be arranged by the contractor at his own cost.

The final acceptance of the tender will be subject to the receipt of approval of higher authorities.

Final payment will be made after completion of all works in the field & checking by authorised officer. The authorised officer may check the quality of the work at any point of time before submitting the report of completion.

The undersigned reserves the right to cancel the agreement at any point of time during the execution of the work if it not done as per the specifications or any terms & conditions are violated by the Contractor.

The Security Deposit will be released to the Contractor as per PWD Notification no 5951-PW/L&W/2m-175/2017, dt. 02-11-2017 read with notification no. 5784/PW/L&A/2m-175/2017, dt. 12-09-2017 from the date of completion of the work on due satisfaction of the Concerned Authority from the date of final payment of the bill if no irregularity is noticed within this period. In case of any irregularity, the Security Deposit will be forfeited in addition to any legal action as deem fit & required.

The successful tenderer will not assign any or part of the work(s) to any other contractor/agency.

The undersigned reserves the right to demand from the Tenderers the classification and justification of their offer. The item wise statement of their proposed expenditure analysis with a view to construct the work mentioned in the schedule of this Tender Notice. On the item wise expenditure proposed labour cost should be specifically mentioned.

Cement concrete work should be thoroughly cured for at least 14 days (21 days for roof) and to be done as per standard practice, codes and rules. **Use of vibrator is obligatory for compaction of cement concrete works.**

The contractor shall have no claim for any payment before completion of work.

All works are to be carried out as per plan, specification and estimate of works subject to modification made in writing by the undersigned or his authorised officer. The technical supervisor as engaged by the contractor to check work as per plan, specification and estimate of works & work measurement to be recorded time to time by the technical supervisor in the specified WMNB duly countersigned by the concerned range officer under whose jurisdiction the check Dam construction is being executed. All materials to be used as per P.W.D. specification and should be approved by the undersigned or his authorised officer before use.

Work should be started from the One Week from the date of issuing work order, failure of which work order would be cancelled and will be offered to the next bidder. The Work to be completed within 90 (Ninety) days of issuance of Work Order.

ACC / Ambuja / Ultratech / Lafarge Cement & TATA Iron Rod strictly to be used for RCC construction work.
Photography of the work at the starting, during & after completion to be submitted to the undersigned.

The terms and condition mentioned herein shall be deemed to form a part of the agreement.

If any terms and conditions of the tender are altered the same will be notified.

The successful tenderer will have to undertake such extra work(not specified in the Tender) which he would subsequently be asked to do in writing by the undersigned, the payment for such extra work will be made as per the rate of the current PWD schedule applicable to Purulia District less the rate quoted by tender.

Sd/-Karthikeyan M. IFS
Divisional Forest Officer
Purulia Division

Annexure-C

APPLICATION FOR TENDER

To,
Divisional Forest Officer, Purulia Division,
Purulia

NIT No:- ……...……

Serial No of Work applied for :- .....

Amount put to tender : Rs .....

Dear Sir,

Having examined the Statutory, Non statutory & NIT documents, I/we hereby like to state that I/we wilfully accept all your conditions and offer to execute the works as per NIT no and Serial no stated above. We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated _____day of _____ 2023.

Full name of applicant:_____

In the capacity of: _____

Duly authorized to sign bids
For & on behalf of (Name of Firm): _____ (In block capitals or typed)

Office address:

Telephone no(s) (office):_____

Mobile No:_____

Fax No: _____

E mail ID:_____

_____
Signature of the Bidder with seal

Annexure-D

(See clause-9e of NIT-36)

ll AFFIDAVIT ll

(To be contained in Envelope-A)

(On Non Judicial Stamp of Rs. 100)

I/We.....who is/are ..... (status in the firm/company) and competent for submission of the affidavit on behalf of M/S.....(contractor) do solemnly affirm an oath and state that:

I/We am/are fully satisfied for the correctness of the certificates /records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. .....for ..... (name of work) dated ..... issued by the ..... (name of the department).

I/we are fully responsible for the correctness of following self certified information /documents and certificates:

1. That the self certified information given in the bid document is fully true and authentic.
2. That:
   a. Term deposit receipt deposited as earnest money for cost of bid document and other relevant documents provided by the Bank are authentic.
   b. Information regarding financial qualification and annual turn-over is correct.
   c. Information regarding various Technical qualifications and credential is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

Or

Following close relatives are working in the department:

Name.....Post.....Present Posting.....

Signature with seal of the Deponent (Bidder)

I/we,.....above deponent do hereby certify that the facts mentioned in above paras 1 to 3 are correct to the best of my knowledge and belief. Verified today ..... (dated)

at .....(place).

Signature with seal of the Deponent (Bidder)

Note: Affidavit duly notarized in original shall reach at least one Calendar day before opening of the bid.

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WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(A GOVT. OF WEST BENGAL ENTERPRISE)
WEST BENGAL INDIA

PREQUALIFICATION DOCUMENT FOR PACKAGE 1: MAIN CIVIL WORKS

PROJECT FOR THE CONSTRUCTION OF TURGA PUMPED STORAGE (I) (4 × 250 MW)

(LOAN AGREEMENT NO.: ID-P274)

MAY 2023

J-POWER

ELECTRIC POWER DEVELOPMENT CO., LTD.

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PREQUALIFICATION DOCUMENT FOR PROCUREMENT OF PACKAGE 1: MAIN CIVIL WORKS

IFP No.:	**WBSEDCL/TURGA PSP/CIVIL/PQ-ICB/02/23-24 DT. 26.05.23**
Employer:	**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**
Country:	**INDIA**
JICA Loan No.:	**ID-P274**
Project:	**PROJECT FOR THE CONSTRUCTION OF TURGA PUMPED STORAGE (I) (4 × 250 MW)**
Contract:	**MAIN CIVIL WORKS (PACKAGE 1)**

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Invitation for Prequalification

Date : *26th May 2023*
IFP No. : WBSEDCL/TURGAPSP/CIVIL/PQ-ICB/02/23-24
Employer : WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
Country : India
JICA Loan No. : ID-P274
Project Name : Project for the Construction of Turga Pumped Storage (I) (4 x 250 MW)
Contract Name : Main Civil Works (Package 1)

1. The President of India has received a loan from the Japan International Cooperation Agency (JICA) towards the cost of the Project for the Construction of Turga Pumped Storage(I) (4 x 250 MW) and intends to apply part of the proceeds towards payments under the contract for Main Civil Works (Package 1) resulting from the bidding for which this prequalification is conducted.

2. The WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED now intends to prequalify firms for Execution and Completion of Main Civil Works (Package 1) covering Construction of Upper Rock Fill Dam, Lower Concrete Gravity Main Dam, Lower Rock Fill Saddle Dam, Coffer Dam, Power Intake, Headrace Tunnel, Penstock Tunnel & Shaft, Underground Power House & Gate Chamber, Tailrace Tunnel & Shaft, Switchyard & Cable Tunnel, Adit Tunnels, Service Road and all other incidental works for implementation of Turga Pumped Storage Project (I) (4 x 250 MW), at Ajodhya Hills, Baghmundi Block, Purulia District, West Bengal, India.

3. It is expected that Invitation for Bids will be made in – *to be notified later.*

4. Prequalification will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, (through International Competitive Bidding) and is open to all Applicants from eligible source countries, as defined in the Prequalification Document.

5. Interested Applicants may obtain further information from and inspect the Prequalification Document during office hours at:

Name of Office:	Pumped Storage Project Department, WBSEDCL
Person in charge:	The Chief Engineer
Mailing Address:	Vidyut Bhavan, 5th Floor, Block-C, Bidhannagar, Block DJ, Sector-II, Kolkata 700091 West Bengal, India
Office Hour:	10:00 – 17:30 (IST) in working days
Phone No.:	+913323345821/+913323345859/+913323197746
E-mail:	cepspd@wbsedcl.in

6. The Prequalification Document may be downloaded by interested Applicants from the website:<***https://www.wbsedcl.in***> or <***https://wbtenders.gov.in***>. All the documents uploaded by WBSEDCL form an integral part of the Prequalification Document. For Online Applicant Enrollment in the <***https://wbtenders.gov.in***> website Applicants will require to have an Indian Subscriber Identity Module (SIM) to get One Time Password (OTP) for Login into the tender portal. Present version of <***https://wbtenders.gov.in***> website supports 'US International English' only.

   Request for Clarification on Prequalification Document, if any, shall be addressed to the Chief Engineer, Pumped Storage Project Department, WBSEDCL, at the address mentioned in the Section 5 by e-mail up to 17:00 hrs (IST) on *30th June 2023* and for this purpose, willing applicants must register their e-mail ID in link page of <***https://www.wbsedcl.in***>, meant for the Project for the Construction of Turga Pumped Storage (I) (4 x 250 MW). WBSEDCL will respond to the request for clarifications to the applicant and such request and response of the clarification(s) shall form

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integral part of Invitation for Prequalification. The request for clarification received beyond the above date & time will not be entertained.

7. Applications for Prequalification must be submitted online through the website <***https://wbtenders.gov.in***>. The interested Applicants are required to upload the Prequalification Document along with all other supporting documents, as asked for, through the above website within the stipulated date and time. The Applicant shall carefully go through the documents and prepare the required documents and upload the scanned documents duly signed in blue ink and stamped in every page in Portable Document Format (PDF) to the same portal. Submission of Prequalification Document through any other means except uploading in the website <***https://wbtenders.gov.in***> shall not be accepted.

   The documents uploaded by the Applicant shall be virus scanned and digitally signed using the Class 3 Digital Signature Certificate (DSC). Applicants should take note of all the addenda/corrigenda related to the Prequalification Document and upload the latest documents as part of the Prequalification requirement.

8. It is recommended that interested eligible Applicants familiarize themselves with the local conditions and visit the Project Sites. Cost of preparation of applications and site visits are to be borne by the Applicant.

9. Law of India will be applicable for the construction of Turga Pumped Storage Project.

10. Order (Public Procurement No. 4) issued vide No. F. 7/10/2021-PPD (1), Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi Dated. 23rd February 2023 along with all subsequent amendment of this order regarding "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017" will be applicable for the Applicants.

Schedule of Prequalification

Serial No.	Description	Date & Time (IST)
1.	Date of Floating PQ Document on website	07.06.2023; 12:00 hrs.
2.	Last date of submission of Queries/Clarification on PQ Documents	30.06.2023; 17:00 hrs.
3.	Date and time of Pre-application meeting	10.07.2023; 11:00 hrs.
4.	Last date and time of submission of PQ Application	21.07.2023; 11:00 hrs.
5.	Date and time of opening of PQ Application	21.07.2023; 16:00 hrs.

26.5.23

Chief Engineer
Pumped Storage Project Department
WBSEDCL

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PART 1 - Prequalification Procedures

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Section I. Instructions to Applicants (ITA)

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A. General

1. Scope of Application

1.1 In connection with the Invitation for Prequalification **specified in Section II, Prequalification Data Sheet (PDS)**, the Employer, as **specified in the PDS** located in the Country, as **specified in the PDS**, issues this Prequalification Document (hereinafter referred to as "Prequalification Document") to prospective applicants ("Applicants") interested in submitting applications ("Applications") for prequalification to bid for the works or the plant described in Section VI, Works Requirements.

The name of the Project and the name of the Contract are **specified in the PDS**.

Prequalification may also be invited for multiple lots of the Project, **as specified in the PDS**. Applications may be submitted either for individual lots or for multiple lots in any combination.

1.2 Throughout this Prequalification Document:

(a) the term "in writing" means communicated in written form and delivered against receipt;

(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;

(c) "day" means calendar day;

(d) "firm" means a private entity, a state-owned enterprise or institution; and

(e) "Joint Venture" or "JV" means any combination of two or more firms in the form of a joint venture, consortium, association or other unincorporated grouping under an existing agreement or with the intention to enter into such an agreement supported by a formal letter of intent.

2. Source of Funds

2.1 The Borrower **specified in the PDS** has received or has applied for a Japanese ODA Loan from Japan International Cooperation Agency (hereinafter referred to as "JICA"), with the number, in the amount, and on the signed date of the Loan Agreement **specified in the PDS**, towards the cost of the Project. The Borrower intends to apply a portion of the proceeds of the Loan to payments under the contract(s) resulting from the bidding for which this prequalification is conducted.

2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans **specified in the PDS**. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to loan proceeds.

2.3 The above Loan Agreement will cover only part of the project cost. As for the remaining portion, the Borrower, the Project Executing Agency and the Employer will take appropriate measures for finance through other sources **specified in the PDS**.

3. Corrupt and Fraudulent

3.1 It is JICA's policy to require that Bidders and Contractors, as well as Borrowers, the Project Executing Agencies and the Employers, under

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Practices

contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:

(a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in any corrupt or fraudulent practice in competing for, or in executing another contract funded with Japanese ODA Loans or other Japanese ODA. The list of ineligible firms and individuals is available at the electronic address **specified in the PDS**.

(c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

"Cross debarment decisions by the Multilateral Development Banks" is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group's debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started cross debarment, as "cross debarment decisions by the Multilateral Development Banks." The list of debarred firms and individuals is available at the electronic address **specified in the PDS**.

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of advertisements for Prequalification up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

If it is revealed that the Contractor was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that the subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or

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cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.

3.2 If the Employer determines, based on reasonable evidence, that any Applicant has engaged in any corrupt or fraudulent practice, the Employer may disqualify such Applicant after notifying the grounds of such disqualification.

4. Eligible Applicants

4.1 The Applicant may be a single firm or a JV. In the case of a JV:

(a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

(b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the prequalification process, bidding (in the event the JV submits a Bid) and during contract execution (in the event the JV is awarded the Contract).

(c) Applications submitted by a JV shall include a copy of the JV Agreement entered into by all members. Alternatively, a formal letter of intent to enter into a JV in the event of a successful Bid shall be signed by all members and submitted with the Application. The JV Agreement or a formal letter of intent, as the case may be, shall indicate at least the part(s) of the works to be executed by each member.

4.2 The Applicant shall not have a conflict of interest. The Applicant shall be disqualified under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the contract unless the conflict has been resolved in a manner acceptable to JICA.

(a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.

(b) A firm that has a close business relationship with a professional personnel of the Borrower (or the Executing Agency, or the Employer), who are directly or indirectly involved in any part of: (i) the preparation of the Prequalification and Bidding Documents for the contract, (ii) the Prequalification and Bid evaluation, or (iii) the supervision of such contract, shall be disqualified.

(c) A firm having any other form of conflict of interest other than (a) and (b) above shall also be disqualified.

4.3 A firm and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that firm) may submit their applications for prequalification either individually, as joint venture or as a subcontractor among them for the same contract. However, if

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prequalified, based on the "One Bid Per Bidder" principle, which is to ensure fair competition, only one prequalified applicant will be allowed to bid for the same contract. All Bids submitted in violation of this procedure will be rejected. A firm (including its affiliate), if acting in the capacity of a subcontractor in one Bid, may participate in other Bids, only in that capacity.

4.4 The Applicant shall meet the requirements as to eligibility of the Applicants as specified in Section V, Eligible Source Countries of Japanese ODA Loans.

4.5 The Applicant that has been determined to be ineligible by JICA in accordance with ITA 3.1, shall not be eligible to be awarded a contract.

4.6 The Applicant shall provide such evidence of its continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.7 The goods and services comprising the works and/or plant to be supplied under the Contract and financed by JICA shall meet the requirements specified in Section V, Eligible Source Countries of Japanese ODA Loans.

B. Contents of the Prequalification Document

5. Sections of Prequalification Document

5.1 The Prequalification Document consists of Parts 1 and 2 which include all the Sections specified below, and which should be read in conjunction with any addenda issued in accordance with ITA 7.

PART 1 Prequalification Procedures

- Section I. Instructions to Applicants (ITA)
- Section II. Prequalification Data Sheet (PDS)
- Section III. Qualification Criteria (QC)
- Section IV. Application Forms (AF)
- Section V. Eligible Source Countries of Japanese ODA Loans (ESC)

PART 2 Works Requirements

- Section VI. Works Requirements (WR)

5.2 The Invitation for Prequalification issued by the Employer is not part of the Prequalification Document.

5.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Prequalification Document, responses to requests for clarification, the minutes of the pre-application meeting (if any), or addenda to the Prequalification Document in accordance with ITA 7. In case of any contradiction, documents obtained directly from the Employer shall prevail.

5.4 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish with its Application all information or documentation as is required by the Prequalification Document. The information or documentation shall be complete, accurate, current, and verifiable.

6. Clarification of Prequalification

6.1 The Applicant requiring any clarification of the Prequalification Document shall contact the Employer in writing at the Employer's address

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Document

specified in the PDS or raise its enquiries during the pre-application meeting if provided for in accordance with ITA 6.2. The Employer will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Applications. The Employer shall forward copies of its response to all Applicants who have acquired the Prequalification Document in accordance with ITA 5.3, including a description of the inquiry but without identifying its source. If so **specified in the PDS**, the Employer shall also promptly publish its response at the web page **identified in the PDS**. Should the clarification result in changes to the essential elements of the Prequalification Document, the Employer shall amend the Prequalification Document following the procedure under ITA 7 and ITA 15.2.

6.2 If so **specified in the PDS**, the Applicant's designated representative is invited to attend a pre-application meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

6.3 The Applicant is requested to submit any questions in writing, to reach the Employer not later than seven (7) days before the meeting.

6.4 Minutes of the pre-application meeting, if applicable, including the text of the questions asked by the Applicants, without identifying the source and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all Applicants who have acquired the Prequalification Document in accordance with ITA5.3. Any modification to the Prequalification Document that may become necessary as a result of the pre-application meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITA 7 and not through the minutes of the pre-application meeting. Non-attendance at the pre-application meeting will not be a cause for disqualification of an Applicant.

7. Amendment of Prequalification Document

7.1 At any time prior to the deadline for submission of Applications, the Employer may amend the Prequalification Document by issuing addenda.

7.2 Any addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all who have obtained the Prequalification Document from the Employer in accordance with ITA 5.3. If so **specified in the PDS**, the Employer shall also promptly publish the addendum at the Employer's web page in accordance with ITA 6.1.

7.3 To give Applicants reasonable time to take an addendum into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications, pursuant to ITA 15.2.

C. Preparation of Applications

8. Cost of Applications

8.1 The Applicant shall bear all costs associated with the preparation and submission of its Application, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.

9. Language of

9.1 The Application, as well as all correspondence and documents relating to

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Application

the prequalification exchanged by the Applicant and the Employer, shall be written in the language **specified in the PDS**. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the PDS**, in which case, for purposes of interpretation of the Application, the translation shall govern.

10. Documents Comprising the Application

10.1 The Application shall comprise the following:

(a) Application Submission Form, in accordance with ITA 11.1;

(b) Power of Attorney, authorizing the signatory of the Application to commit the Applicant, in accordance with ITA13.2 and ITA 13.3;

(c) copy of the JV Agreement, or a formal letter of intent to enter into a JV in accordance with ITA 4.1;

(d) documentary evidence in accordance with ITA 12.1establishing the Applicant's eligibility and qualification to perform the Contract if its Bid is accepted;

(e) Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Applicant's authorized representative; and

(f) any other document required **as specified in the PDS**.

11. Application Submission Form

11.1 The Applicant shall complete the Application Submission Form using the relevant forms furnished in Section IV, Application Forms. This Form must be completed without any alteration to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12. Documents Establishing the Qualifications of the Applicant

12.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Qualification Criteria, the Applicant shall provide the information requested in the corresponding forms included in Section IV, Application Forms.

The aforementioned Qualification Criteria contains, among other things, the requirements as to eligibility specified in ITB 4.

13. Format and Signing of Application

13.1 The Applicant shall prepare one original of the Application comprising the documents as described in ITA 10.1 and clearly mark it "ORIGINAL".

In addition, the Applicant shall submit copies of the Application, in the number **specified in the PDS**, and clearly mark them "COPY".

In the event of any discrepancy between the original and the copies, the original shall prevail.

13.2 The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. This authorization shall be in the form of a Power of Attorney. All pages of the Application where entries or amendments have been made shall be signed or initialed by the person signing the Application.

13.3 An Application submitted by a JV shall be signed by an authorized representative of the JV accompanied by a Power of Attorney from each member of the JV giving that authorized representative the power to sign on their behalf and legally bind them all. Such power shall also be given

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by a person duly authorized to do so on behalf of each member evidenced by a Power of Attorney.

13.4 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Application.

13.5 The Applicants shall clearly mark "CONFIDENTIAL" any information which they regard as confidential to their business. Such information may include proprietary information, trade secrets, or commercial or financially sensitive information.

D. Submission of Applications

14. Sealing and Marking of Applications

14.1 The Applicant shall enclose:

(a) in a sealed envelope, duly marked as "ORIGINAL", all documents comprising the Application, as described in ITA 10.1; and

(b) in sealed envelopes, duly marked as "COPY", all required copies of the Application, sequentially numbered

These envelopes (inner envelopes) containing the original and the copies shall then be enclosed in one single envelope (outer envelope).

14.2 The inner and outer envelopes shall be:

(a) clearly mark with the name and address of the Applicant;

(b) addressed to the Employer, in accordance with ITA 15.1; and

(c) clearly marked with the specific identification of this prequalification process, **specified in PDS 1.1**.

14.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement of the Application.

15. Deadline for Submission of Applications

15.1 Applications must be received by the Employer at the address and no later than the date and time **specified in the PDS**.

15.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with ITA 7, in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

16. Late Applications

16.1 The Employer shall not consider any Application that arrives after the deadline for submission of Applications, in accordance with ITA 15. Any Application received by the Employer after the deadline for submission of Applications shall be declared late, rejected, and returned unopened to the Applicants.

17. Opening of Applications

17.1 The Employer shall open all Applications at the date, time and place **specified in the PDS**.

17.2 The Employer shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants who submitted Applications in time, and to JICA.

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E. Procedures for Evaluation of Applications

18. Confidentiality

18.1 Information relating to the evaluation of Applications and result shall not be disclosed to the Applicants or any other persons not officially concerned with the prequalification process until the notification of prequalification results is made to all Applicants in accordance with ITA 24.

The use by any Applicant of confidential information related to this prequalification process may result in the rejection of its Application.

18.2 Any attempt by an Applicant to influence the Employer in the evaluation of the Applications may result in the rejection of its Application.

18.3 Notwithstanding ITA 18.2, from the time of Application opening to the time of notification of results of the prequalification, if any Applicant wishes to contact the Employer on any matter related to the prequalification process, it shall do so in writing.

19. Clarification of Applications

19.1 To assist in the examination and evaluation of the Applications and the qualification of Applicants, the Employer may, at its discretion, ask any Applicant for a clarification of its Application, giving a reasonable time for a response. The Employer's request for clarification and the Applicant's response shall be in writing.

19.2 If an Applicant does not provide clarifications of its application by the date and time set in the Employer's request for clarification, its Application may be rejected.

20. Determination of Responsiveness of Applications

20.1 In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 19.1, and the Applicant fails to provide satisfactory clarification and/or missing information, it may result in disqualification of the Applicant.

21. Subcontractors

21.1 **Unless otherwise stated in the PDS**, the Employer does not intend to execute any specific elements of the works by subcontractors selected in advance by the Employer (nominated Subcontractors).

The Applicant may propose to subcontract any of the key activities indicated in the Qualification Criteria 4.2 (b). In such a case,

(a) the Applicant may list one or more subcontractor(s) against any of the key activities aforementioned and summation of the subcontractors' qualifications against each of criteria for key activities is accepted;

(b) the Applicant shall clearly identify the proposed subcontractor(s) in Forms ELI-3 and EXP-2(b) in Section IV, Application Forms and submit the Schedule of Subcontractors, as part of its Application, listing out all subcontractors so proposed; and

(c) substitution of the proposed subcontractor(s) shall not be allowed.

F. Evaluation of Applications and Prequalification of Applicants

22. Evaluation of

22.1 The Applicant shall substantially meet or exceed the specified qualification requirements. The Employer reserves the right to waive

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Applications

minor (nonmaterial) deviations in the qualification criteria if they do not materially affect the technical capability and financial resources of the Applicant to perform the contract.

22.2 The determination shall be based upon an examination of the documentary evidence of the Applicant's qualifications submitted by the Applicant, pursuant to ITA 12. For the purposes of this determination, only the qualification of the legal entity(ies)comprising the Applicant shall be considered. In particular, the qualifications of affiliated entities (such as the parent company(ies), group companies, subsidiaries or other affiliates) shall not be considered unless they are parties to the Applicant under a JV in accordance with ITA 4.1 or as subcontractors to be employed in accordance with ITA 21.1 for the key activities listed in Section III Qualification Criteria 4.2(b).

22.3 The subcontractors proposed in its Application shall meet the eligibility requirements of ITA 4.

Furthermore, the subcontractor proposed in accordance with ITA 21.1who does not meet the corresponding criteria for the key activities specified in Qualification Criteria 4.2(b) shall be disqualified.

23. Employer's Right to Accept or Reject Applications

23.1 The Employer reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to Applicants.

24. Notification of Prequalification

24.1 The Employer shall notify all Applicants in writing of the names of those Applicants who have been prequalified. In addition, those Applicants who have been disqualified will be informed separately.

24.2 After receipt of the Employer's notification pursuant to ITA 24.1above, the unsuccessful Applicants may request in writing to the Employer a debriefing seeking an explanation of the grounds on which their Applications were not selected. The Employer shall promptly respond in writing to any unsuccessful Applicant who requests a debriefing in accordance with this Clause.

25. Invitation for Bids

25.1 Promptly after the notification of the results of the prequalification, the Employer shall invite Bids from all the Applicants that have been prequalified.

25.2 The Bidders may be required to provide a Bid Security acceptable to the Employer in the form and an amount to be specified in the Bidding Document, and the successful Bidder shall be required to provide a Performance Security to be specified in the Bidding Document.

25.3 The Bidding Documents will be prepared in accordance with the applicable Standard Bidding Documents of JICA **specified in the PDS**.

26. Changes in Qualifications of Applicants

26.1 Any change in the structure or formation of the Applicant after being prequalified in accordance with ITA 22 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to a written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied, if;

(a) such change has not taken place by the free choice of the firms

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involved;

(b) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria; or

(c) in the opinion of the Employer, the change may result in a substantial reduction in competition.

Any such changes should be submitted to the Employer not later than twenty-eight (28) days before the Bid submission deadline.

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Section II. Prequalification Data Sheet

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Prequalification Data Sheet

	A. General
ITA 1.1	The number of this Invitation for Prequalification is: WBSEDCL/TURGAPSP/CIVIL/PQ-ICB/02/23-24 The Employer is: WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED located in India The Project is: Project for the Construction of Turga Pumped Storage (I) (4 x 250 MW) The name of the Contract is: MAIN CIVIL WORKS (PACKAGE 1) The multiple lots of the Project for which the Prequalification are being invited are: "Not Applicable"
ITA 2.1	The Borrower is: The President of India The number of the Loan Agreement is ID-P274 The amount of a Japanese ODA Loan is: 29,442 Million JPY The signed date of the Loan Agreement is: 02 November 2018
ITA 2.2	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012.
ITA 2.3	The other sources of finance are Equity share from Government of West Bengal, India.
ITA 3.1 (b)	The list of ineligible firms and individuals is available at the JICA's website: <***www.jica.go.jp/english/our_work/compliance***>.
ITA 3.1 (c)	A list of debarred firms and individuals is available at the World Bank's website: <***www.worldbank.org/debarr***>
	B. Contents of the Prequalification Document
ITA 6.1	For **clarification purposes** only, the Employer's address is: Attention: The Chief Engineer Pumped Storage Project Department, WBSEDCL Mailing Address: Vidyut Bhavan, 5th Floor, Block-C, Bidhannagar, Block DJ, Sector-II, Kolkata, West Bengal, 700091 India E-mail Address: cepspd@wbsedcl.in Responses to any request for clarification, if any, will be published on the website below. Website: <***https://wbtenders.gov.in***>
ITA 6.2	A Pre-application meeting will take place at the following date, time and place:

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	Date: 10th July 2023 Time: *11:00 hrs (IST)* Place: Pumped Storage Project Department, Vidyut Bhavan, 5th Floor, Block-C, Bidhannagar, Block DJ, Sector-II, Kolkata, West Bengal, 700091 India
ITA 7.2	*The Sub-Clause ITA 7.2 is substituted as follows:* Any addendum published at the website <***https://wbtenders.gov.in***>in accordance with ITA 6.1, shall be part of the Prequalification Document.
C. Preparation of Applications	
ITA 9.1	The language of the application as well as of all correspondence is: English
ITA 10.1 (f)	The Applicant shall submit the following additional documents in its Application: 1. Professional certificates, licenses or the like relating to the Applicant's activities issued by competent authorities; 2. Accreditation for Quality Assurance in accordance with ISO 9001; and 3. Accreditation for Environmental Management in accordance with ISO 14001. In case of a JV, Environment Management accreditation is only required from the Lead Member. Note (1) individual members must each satisfy the item 2. above and Lead Member must satisfy the item 3. above.
ITA 13.1	*Sub-Clause ITA 13.1 is deleted.*
ITA 13.6	*Add the following Sub-Clause as ITA 13.6:* Applications for Prequalification must be submitted online through the website<***https://wbtenders.gov.in***>. The interested Applicants are required to upload the Prequalification document along with all other supporting documents, as asked for, through the above website within the stipulated date and time.
ITA 13.7	*Add the following Sub-Clause as ITA 13.7:* Applications submitted by an existing or intended JV shall include an undertaking signed by all Members (a) stating that all Members shall be jointly and severally liable, and (b) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the Members of the JV during the prequalification process and, in the event the JV is prequalified, during the bidding process, and in the event the JV is awarded the Contract, during contract execution.
D. Submission of Applications	
ITA 14.1	*Sub-Clause ITA 14.1 is deleted.*
ITA 14.2	*Sub-Clause ITA 14.2 is deleted.*

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ITA 14.3	*Sub-Clause ITA 14.3 is deleted.*
ITA 15.1	*The Sub-Clause ITA 15.1 is substituted as follows:* Applications must be submitted (uploaded) in the website <***https://wbtenders.gov.in***>not later than Date: *21th July 2023* Time: *11:00 hrs (IST)*
ITA 16.1	ITA 16.1 is substituted as follows: The Employer shall not consider any Application after the deadline for submission of Application in accordance with ITA 15.
ITA 17.1	The Application opening shall take place at: Mailing Address: Vidyut Bhavan, 5th Floor, Block-C, Bidhannagar, Block DJ, Sector-II, Kolkata, West Bengal, 700091 India Date: *21th July 2023* Time: *16:00 hrs (IST)*
E. Procedures for Evaluation of Applications	
ITA 21.1	At this time the Employer does not intend to execute any specific elements of the works by subcontractors (i.e.: nominated Subcontractors) selected in advance.
F. Evaluation of Applications and Prequalification of Applicants	
ITA 25.3	The Bidding Documents will be prepared in accordance with the Standard Bidding Documents for the Procurement of Works published by JICA.

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Section III. Qualification Criteria

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Qualification Criteria

(I) Qualification of the Applicant but not that the Applicant's Affiliate

It is the legal entity or entities comprising the Applicant (which is/are party to the Applicant under a JV or as subcontractors to be employed for the key activities listed in this Section), and not the Applicant's parent company(ies), group companies, subsidiaries, or other affiliates, that must satisfy the qualification criteria.

(II) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Application Forms, requires the Applicant to state a monetary amount, the Applicant should indicate the USD equivalent using the rate of exchange determined as follows:

(a) For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar or fiscal year, as applicable.

(b) Value of single contract - Exchange rate prevailing on the date of the contract.

The applicable exchange rate shall be determined as follows:

The source of exchange rate shall be: Reserve Bank of India (India's Central Bank)

In case the exchange rates are not available in the source identified above, the rates shall be taken from any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

(III) Qualification Criteria for Award of Multiple Lots

N/A

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1. Eligibility

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1.1	**Nationality**	Nationality in accordance with ITA 4.4	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI-1 and 2(i), with attachments
1.2	**Conflict of Interest**	No conflicts of interest in ITA 4.2 and 4.3	Must meet requirement	N/A	Must meet requirement(ii)	N/A	Application Submission Form
1.3	**JICA Ineligibility**	Not having been declared ineligible by JICA, as described in ITA 4.5	Must meet requirement	N/A	Must meet requirement(ii)	N/A	Application Submission Form Form ACK

Notes for the Applicants

(i) ELI -2 is required only if the Applicant is a JV.

(ii) This requirement also applies to subcontractors if proposed by the Applicant under 4.2(b) below.

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2. Historical Contract Non-Performance and Litigation

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.1	**History of Non-Performing Contracts**	Non-performance of a contract[(i)] did not occur as a result of contractor's default since 1st January 2018.	Must meet requirement[(ii)]	N/A	Must meet requirement[(ii)]	N/A	Form CON
2.2	**Pending Litigation**	Applicant's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Applicant.	Must meet requirement[(ii)]	N/A	Must meet requirement[(ii)]	N/A	Form CON
2.3	**Litigation History**	No consistent history of court orders[(iii)] against the Applicant since 1st January 2018.	Must meet requirement[(ii)]	N/A	Must meet requirement[(ii)]	N/A	Form CON

Notes for the Applicant

(i) Non-performance, as decided by the Employer shall include all contracts

(a) where non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and

(b) that were so challenged but fully settled against the contractor.

Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Moreover, non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Applicant have been exhausted.

(ii) This requirement also applies to contracts executed by the Applicant as a JV member.

(iii) The Applicant shall provide accurate information on the related Application Form about any litigation resulting from contracts completed or ongoing under its execution from 1st January2018. A consistent history of court orders against the Applicant or any member of a joint venture may result in failure of the Application.

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3. Financial Situation and Capabilities

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
3.1	**Financial Performance**	The audited financial statements for the last five (5) years shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability. As the minimum requirement, the Applicant's net worth calculated as the difference between total assets and total liabilities should be positive. Negative performance in the two pandemic years of 2020-21 and 2021-22, if any, shall have no adverse effect on the eligibility criteria of the Applicants.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN-1 with attachments
3.2	**Average Annual Turnover**	Minimum average annual turnover of USD forty (40) million, calculated as total certified payments received for contracts in progress and/ or completed, within the last five (5) years, divided five (5) years.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN-2
3.3	**Financial Capabilities**	The Applicant shall demonstrate, to the satisfaction of the Employer that it currently (as of the Application submission deadline), has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN-3 and FIN-4

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		construction cash flow requirements estimated as USD seventeen (17) million for the subject contract(s) net of the Applicant's all other commitments, both current and future.					

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4. Experience

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
4.1	General Experience	Continuous experience under contracts in the role of prime contractor[i] (single firm or JV member) or subcontractor between 1st January 2012 and the Application submission deadline.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP-1
4.2	Specific Experience	(a) A minimum number of one (1) similar contract, minimum value of USD 110 million[ii] that have been satisfactorily completed[iii] as a prime contractor[i] (single entity or JV member)[iv] between 1st January 2007 and Application submission deadline. The similarity of the contracts shall be based on the following: (1) At least one (01) civil works for hydroelectric power plant construction project with 100 MW or more. (2) At least one (01) construction project which used "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (1999)" or "MDB Harmonized Construction Contract (2005/2006/2010)" published by	Must meet requirement	Must meet requirement[v]	N/A	N/A	Form EXP-2 (a) with attachment

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		FIDIC, and was financed by a loan from the JICA (JBIC, formerly) or MDB.					
		(b) For the above or other contracts completed and/or under implementation as prime contractor[(i)](single entity or JV member) or subcontractor[(vi)]between 1st January 2007 and Application submission deadline, a minimum experience in the following key activities successfully completed[(iii)]. (1) At least one (01) project shall include excavation work for water pressure tunnel with more or equal to 6.0 m in diameter and more or equal to 1,000 m in length. (2) At least one (1) project shall include excavation work for inclined penstock tunnel with more or equal to 6.0 m in diameter and more or equal to 120 m in length. (3) At least one (1) project shall include underground cavern/powerhouse with more	Must meet requirements Following activities can be met through a specialized subcontractor; [N/A]	Must meet requirements Following activities can be met through a specialized subcontractor; [N/A]	N/A	N/A	Form ELI-3 Form EXP2 (b) with attachment

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Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		than 40,000 m^3 excavation. (4) At least one (1) project shall include rockfill type dam with more than 40 m in height. (5) At least one (1) project shall include concrete gravity type dam with more than 40 m in height.					

Notes for the Applicant

(i) For the purposes of this criterion, a 'management contractor' is also considered as a prime contractor. A firm which takes on the role of contract management is referred herein as 'management contractor'. A management contractor does not normally perform directly the construction work(s) associated with the contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the work contract.

(ii) Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

(iii) Completion shall be evidenced by submission of end-user certificates such as Taking-over Certificates and Completion Certificates as required to be submitted as attachment to Form EXP-2(a) or Form EXP-2(b) of Section IV, Application Forms.

(iv) For contracts under which the Applicant participated as a JV member, only the Applicant's share, by value, shall be considered to meet this requirement.

(v) In case of a JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of value equal or more than the minimum value required shall be aggregated.

(vi) For contracts under which the Applicant participated as a JV member or subcontractor, only the Applicant's share, by value and role, shall be considered to meet this requirement.

(vii) The minimum experience requirement for award of multiple lots will be the sum of the minimum requirements for respective individual lots.

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Section IV. Application Forms

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Table of Forms

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[*Prepare this Application Submission Form on stationery with its letterhead clearly showing the Applicant's complete name and business address.*]

Application Submission Form

Date : [*insert date of Bid submission*]
IFP No. : [*insert Invitation for Bid number*]
Project : [*insert name of Project*]
Contract : [*insert name of Contract*]

To: The Chief Engineer
Pumped Storage Project Department, WBSEDCL
Vidyut Bhavan, 5th Floor, Block-C, Bidhannagar,
Block DJ, Sector-II,
Kolkata, West Bengal, 700091 India

We, the undersigned, apply to be prequalified for the contract of referenced number and declare that:

(a) We, have examined and have no reservations to the Prequalification Document, including addenda issued in accordance with Instructions to Applicants (ITA) 7: [*insert the number and issuing date of each Addendum*]

(b) We, including subcontractor, meet the eligibility requirements as stated in ITA 4.

(c) We, including subcontractor, have no conflict of interest in accordance with ITA 4.

(d) We, understand that you may cancel the prequalification process at any time and that you are neither bound to accept any Application that you may receive nor to invite the prequalified Applicants to bid for the contract, in respect of which this prequalification is conducted, without incurring any liability to the Applicants, in accordance with ITA 23.

(e) We, hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Applicant[1] [*insert complete name of person signing the Application*]

Name of the person duly authorized to sign the Application on behalf of the Applicant[2]: [*insert complete name of person duly authorized to sign the Application*]

Title of the person signing the Application: [*insert complete title of the person signing the Application*]

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Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed: [insert date of signing] day of [insert month], [insert year]

Notes for the Applicants

1. In the case of the Application submitted by a joint venture, specify the name of the Joint Venture as Applicant.
2. Person signing the Application shall have the Power of Attorney given by the Applicant to be included in the Application.

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Schedule of Subcontractors

[The Applicant shall list below, subcontractors (if any) proposed to be used by the Applicant for the execution of the key activities listed in Section III, Qualification Criteria, Sub-Factor 4.2(b), in accordance with Section I, Instruction to Applicants, ITA 21.1. The completed Schedule as updated during the bidding stage, once accepted by the Employer will be a contract document in accordance with the Contract Agreement. Nominated Subcontractors shall not be listed in this Schedule.]

No.	Key Activity	Subcontractor	
		Name	Nationality

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Form ELI-1 Applicant Information Form

Date: *[insert day, month, year]*
IFP No.: [*insert number*]
Page *[insert page number]* of *[insert total number]* pages

[Applicants shall provide the following information. The documents listed/ stated as required shall be submitted as attachments hereto.]

Applicant's legal name *[insert full name]*
In case of a JV, legal name of the representative member and each member: *[insert full name of each member in the JV and specify the representative member.]*
Applicant's actual or intended country of registration: *[indicate country of registration]*
Applicant's actual or intended year of incorporation: *[indicate year of incorporation]*
Applicant's legal address in country of registration: *[insert mailing address]*
Applicant's authorized representative information Name: *[insert full name]* Address: *[insert mailing address]* Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]* Email address: *[indicate email address]*
1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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Form ELI-2 JV Member Information Form

Date: *[insert day, month, year]*
IFP No.: [insert number]
Page *[insert page number]* of *[insert total number]* pages

[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member, in case if the Applicant is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]

Applicant's legal name: *[insert full name]*
JV Member's legal name: *[insert full name of Applicant's party]*
JV Member's country of registration: *[insert country of registration]*
JV Member's year of incorporation: *[insert year of incorporation]*
JV Member's legal address in country of registration: *[insert mailing address]*
JV Member's authorized representative information Name: *[insert full name]* Address: *[insert mailing address]* Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]* Email address: *[insert email address]*
1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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Form ELI-3 Subcontractor Information Form

Date: *[insert day, month, year]*
IFP No.: [insert number]
Page *[insert page number]* of *[insert total number]*pages

[The following form is additional to Form ELI-1 and ELI-2 (if applicable), and shall be completed to provide information relating to the Subcontractor (if any) proposed to be used by the Applicant for the execution of the key activities listed in Section III, Qualification Criteria, Sub-Factor 4.2(b). The documents listed/ stated as required shall be submitted as attachments hereto.]

Applicant's legal name: *[insert full name]*
Subcontractor's legal name: *[insert full name of Subcontractor's party]*
Subcontractor's country of registration: *[insert country of registration]*
Subcontractor's year of incorporation: *[insert year of incorporation]*
Subcontractor's legal address in country of registration: *[insert mailing address]*
Subcontractor's authorized representative information Name: *[insert full name]* Address: *[insert mailing address]* Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]* Email address: *[insert email address]*
1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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Form CON: Historical Contract Non-Performance and Litigation

[The following table shall be filled in for the Applicant and for each JV member if the Applicant is a JV]

Date: *[insert day, month, year]*
Applicant's Legal Name: *[insert full name]*
JV Member's Legal Name:*[insert full name]*
IFP No.:*[insert number]*
Page *[insert page number]* of *[insert total number]* pages

1. History of Non-Performing Contracts

Non-Performing Contracts			
In accordance with Section III, Qualification Criteria, Sub-Factor 2.1, as appropriate, since 1st January 2018: [*The Applicant shall indicate the applicable wording below by checking the appropriate box.*] ☐ Contract non-performance did not occur. ☐ Contract non-performance occurred as indicated below.			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount**
[insert year]	*[insert amount and percentage]*	● Contract Identification: *[insert complete contract name, number, and any other identification]* ● Name of Employer: *[insert full name]* Address of Employer: *[insert mailing address]* ● Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]* ● Email address: *[insert email address]* ● Reason(s) for non-performance: *[indicate main reason(s)]*	*[insert current value, currency, exchange rate and USD equivalent]*

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2. Pending Litigation

Pending Litigation				
In accordance with Section III, Qualification Criteria, Sub-Factor 2.2, as appropriate: [*The Applicant shall choose the relevant wording below by checking the appropriate box.*] ☐ there is no pending litigation involving the Applicant. ☐ there is pending litigation involving the Applicant as indicated below:				
Year of dispute	**Amount in dispute (currency)**	**Outcome as Percentage of Net Worth**	**Contract Identification**	**Total Contract Amount**
[insert year]	*[insert Amount]*	*[insert percentage]*	• Contract Identification: *[indicate complete contract name, number, and any other identification]* • Name of Employer: *[insert full name]* • Address of Employer: *[insert mailing address]* • Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]* • Email address: *[insert email address]* • Party who initiated Litigation: *[indicate "Employer" or "Contractor"]* • Matter in dispute: *[indicate main issues in dispute]*	[*insert current value, currency, exchange rate and USD equivalent*]

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3. Litigation History

Litigation History		
In accordance with Section III, Qualification Criteria, Sub-Factor 2.3, as appropriate, since 1st January 2018: [*The Applicant shall choose the relevant wording below by checking the appropriate box.*] ☐ there are no court orders against the Applicant. ☐ there are court orders against the Applicant as indicated below:		
Year of Award	**Contract Identification**	**Total Contract Amount**
[insert year]	● Contract Identification: *[indicate complete contract name, number, and any other identification]* ● Name of Employer: *[insert full name]* ● Address of Employer: *[insert street/city/country]* ● Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]* ● Email address: *[insert email address]* ● Matter in dispute: *[indicate main issues in dispute]* ● Party who initiated the dispute: *[indicate "Employer" or "Contractor"]* ● Abstract of the Court Order: [*state concisely the court order concerning main issues in dispute*]	[*insert current value, currency, exchange rate and USD equivalent*]

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Form FIN - 1 Financial Situation

[*The following table shall be filled in for the Applicant, and for each JV member if the Applicant is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]*

Date: *[insert day, month, year]*

Applicant's Legal Name: *[insert full name]*

JV Member's Legal Name: [*insert full name*]

IFP No.: [*insert number*]

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	**Historic Information for previous Five (5) Years (amount in currency, currency, exchange rate, USD equivalent)**				
	Year 1	Year 2	Year 3	Year 4	Year 5
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

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Profits After Taxes (PAT)					
Information from Cash Flow Statement					
Cash Flow from Operating Activities					

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2. Financial documents

The Applicant and its parties shall provide copies of the financial statements1 for the number of years indicated in Section III, Qualification Criteria Sub-Factor 3.1. The financial statements shall:

(a) reflect the financial situation of the legal entity(ies) comprising the Applicant, and not of the affiliated entities (such as parent company(ies), group companies or subsidiaries) of the Applicant unless they are parties to the Applicant under a JV in accordance with ITA 4.1.

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

Attached herewith are copies of financial statements for the number of years required above, and complying with the requirements.

Notes for the Applicants

1. If the most recent set of financial statements is for a period earlier than 12 months from the date of the Application Submission, the reason for this should be justified.

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Form FIN-2 Average Annual Turnover

[The following table shall be filled in for the Applicant and for each JV member if the Applicant is a JV.]

Date: *[insert day, month, year]*
Applicant's Legal Name: *[insert full name]*
JV Member's Legal Name:*[insert full name]*
IFP No.: *[insert number]*
Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	**Amount and Currency**	**Exchange Rate**	**USD Equivalent**
[indicate year]	*[insert amount and indicate currency]*	*[insert applicable exchange rate]*	*[insert amount in USD equivalent]*
		Average Annual Turnover[1]	

Notes for the Applicants

1. Total USD equivalent for all years divided by the total number of years, in accordance with Section III, Qualification Criteria, Sub-Factor 3.2.

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Form FIN-3 Financial Resources

[The following table shall be filled in for the Applicant and for each JV member if the Applicant is a JV.]

Date: *[insert day, month, year]*
Applicant's Legal Name: *[insert full name]*
JV Member's Legal Name: *[insert full name]*
IFP No.: *[insert number]*
Page *[insert page number]* of *[insert total number]* pages

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Qualification Criteria, Sub-Factor 3.3, as appropriate.]

Financial Resources		
No.	**Source of financing[1]**	**Amount (USD equivalent)**
1		
2		
3		

Notes for the Applicants

1. Sources of financing may include working capital (to be taken from FIN-1), Credit Line (to be substantiated by a letter from the bank issuing the line of credit), etc.

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Form FIN-4 Current Contract Commitments

[The following table shall be filled in for the Applicant, and for each JV member if the Applicant is a JV.]

Date: *[insert day, month, year]*
Applicant's Legal Name: *[insert full name]*
JV Member's Legal Name: *[insert full name]*
IFP No.: *[insert number]*
Page *[insert page number]* of *[insert total number]* pages

[The Applicant and each member should provide information on their current commitments on all contracts that have been awarded, or for which a Letter of Intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full Taking-over Certificate/ Completion Certificate has yet to be issued, in accordance with Section III, Qualification Criteria, Sub-Factor 3.3.]

Current Contract Commitments						
No.	**Name of Contract**	**Employer's Mailing Address, Tel, Fax.**	**Value of Outstanding Work [Current USD Equivalent]**	**Commencement Date**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [USD/month]**
1						
2						
3						
4						
5						

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Form EXP-1 General Experience

[The following table shall be filled in for the Applicant, and for each JV member if the Applicant is a JV.]

Date: *[insert day, month, year]*
Applicant's Legal Name: *[insert full name]*
JV Member's Legal Name: *[insert full name]*
IFP No.: *[insert number]*
Page *[insert page number]* of *[insert total number]* pages

[The Applicant shall identify contracts that demonstrate continuous experience pursuant to Section III, Qualification Criteria, Sub-Factor 4.1 and list contracts chronologically, according to their commencement (starting) dates.]

General Experience			
Starting Year	**Ending Year**	**Contract Identification**	**Role of Applicant**
[indicate year]	*[indicate year]*	• Contract name: *[insert full name]* • Brief description of the Contract performed by the Applicant: *[describe Contract performed briefly]* • Amount of contract: *[insert amount in currency, mention currency used, exchange rate and USD equivalent]* • Name of Employer: *[insert full name]* • Address: *[insert mailing address]*	*[insert "Prime Contractor (single entity or JV member)" or "Subcontractor"]*

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Form EXP-2(a) Specific Experience

[The following table shall be filled in for the Applicant, and for each JV member if the Applicant is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]

Date: *[insert day, month, year]*
Applicant's Legal Name: *[insert full name]*
JV Member's Legal Name: *[insert full name]*
IFP No.: *[insert number]*
Page *[insert page number]* of *[insert total number]* pages

[The Applicant shall fill out one (1) form per contract, in accordance with Section III, Qualification Criteria, Sub-Factor 4.2(a).]

<table>
<tr><th colspan="4">Contract of Similar Size and Nature</th></tr>
<tr><td>Similar Contract No.
[insert number] of [insert number of similar contracts required]</td><td colspan="3">Information</td></tr>
<tr><td>Contract Identification</td><td colspan="3">[insert contract name and reference identification number, if applicable]</td></tr>
<tr><td>Award Date</td><td colspan="3">[insert day, month, year, e.g., 15 June, 2015]</td></tr>
<tr><td>Completion Date</td><td colspan="3">[insert day, month, year, e.g., 03 October, 2017]</td></tr>
<tr><td rowspan="2">Role in Contract
[check the appropriate box]</td><td colspan="3">Prime Contractor</td></tr>
<tr><td colspan="2">Single entity
☐</td><td>JV member
☐</td></tr>
<tr><td>Total Contract Amount</td><td colspan="2">[insert total contract amount and currency(ies)]</td><td>USD [insert exchange rate and total contract amount in USD equivalent]</td></tr>
<tr><td rowspan="2">If member in a JV, specify participation in total Contract amount</td><td>[insert percentage participation]</td><td>[insert total contract amount and currency(ies)]</td><td>USD [insert exchange rate and total contract amount in USD equivalent]</td></tr>
<tr><td colspan="3">[describe participation in JV and work performed]</td></tr>
<tr><td>Employer's Name:</td><td colspan="3">[insert full name]</td></tr>
</table>

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Address: Telephone/fax number: Email:	*[insert mailing address]* *[insert telephone/fax numbers, including country and city area codes]* *[insert email address, if available]*
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Physical Size of required items	*[insert physical size of items]*
2. Complexity	*[insert description of complexity]*

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Form EXP-2(a) (continued)

Similar Contract No. *[insert number]* of *[insert number of similar contracts required]*	**Information**
3. Construction Methods/Technology	*[insert specific aspects of the methods/technology involved in the contract]*
4. Other Characteristics	*[insert other characteristics as described in Section VI, Works Requirements]*

Attached herewith are copies of original of:

(a) abstracts of contract documents, JV Agreements, etc. evidencing that the size and nature of the above-mentioned contract meets the requirements specified in Section III, Qualification Criteria, Sub-Factor 4.2(a).

(b) the end-user certificate(s) (i.e. Taking-over Certificate(s)/ Completion Certificate(s)), evidencing that the contract above-mentioned contract has been successfully completed.

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Form EXP-2(b) Experience in Key Activities

Date: *[insert day, month, year]*
Applicant's Legal Name: *[insert full name]*
IFP No.: *[insert number]*
Page *[insert page number]* of *[insert total number]* pages

1. Summary of Key Activities

[Fill out if the Applicant is a Single Firm /JV or proposes Subcontractors for the execution of any of the key activities.]

Summary of Single Firm / JV Member / Subcontractor for Key Activities		
Key Activity		***Single Firm / JV Member / Subcontractor***
No.	**Description**	
1	[*insert name of Activity No. 1*]	*[insert full name(s) of Single Firm / JV Member(s)/ Subcontractor(s)]* (i) (ii) (iii)
2	[*insert name of Activity No. 2*]	*[insert full name(s) of Single Firm / JV Member(s)/ Subcontractor(s)]* (i) (ii) (iii)
3	[*insert name of Activity No. 3*]	*[insert full name(s) of Single Firm / JV Member(s)/ Subcontractor(s)]* (i) (ii) (iii)
4	[*insert name of Activity No. 4*]	*[insert full name(s) of Single Firm / JV Member(s)/ Subcontractor(s)]* (i) (ii) (iii)
Etc.		

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2. Contract Information

Key Activity No (1): [*insert name of Key Activity*]

[Fill out one (1) form per contracts performed by the Applicant Single Firm / JV member / Subcontractor as listed in the Summary of Key Activities above in accordance with Section III, Qualification Criteria, Sub-Factor 4.2(b). The documents listed/ stated as required shall be submitted as attachments hereto.]

(i) [*insert full name of Single Firm /JV Member's /Subcontractor's Legal Name*]

Contract with Similar Key Activities				
Item	**Information**			
Contract Identification	*[insert contract name and number, if applicable]*			
Award Date	*[insert day, month, year, e.g., 15 June, 2015]*			
Completion Date	*[insert day, month, year, e.g., 03 October, 2017]*			
Role in Contract *[check the appropriate box]*	Prime Contractor Single entity ☐	Prime Contractor JV member ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount	*[insert total contract amount and currency (ies)]*		USD *[insert Exchange rate and total contract amount in USD equivalent]*	
[insert brief description of the Activity No. (1)]	*[describe briefly how the corresponding minimum requirement is met]*			
Employer's Name:	*[insert full name]*			
Address: Telephone/Fax Number: E-mail:	*[insert mailing address]* *[insert telephone/fax numbers, including country and city area codes]* *[insert E-mail address, if available]*			

Attached herewith are copies of originals of:

(a) abstracts of contract documents, sub-contract agreements, JV Agreements, etc. evidencing that the above activity meets the criteria specified in Section III, Qualification Criteria, Sub-Factor 4.2(b).

(b) the end-user certificate(s) (i.e. Taking-over Certificate(s)/ Completion Certificate(s)) for the above-mentioned contract, evidencing that the above activity has been successfully carried out.

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(ii) [insert full name of Single Firm /JV Member's /Subcontractor's Legal Name]

(iii) [insert full name of Single Firm /JV Member's /Subcontractor's Legal Name]

Key Activity No. (2)

Key Activity No. (3)

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Form ACK

Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

A) I, [*insert name and position of authorized signatory*], being duly authorized by [*insert name of Applicant/members of joint venture ("JV")*] (hereinafter referred to as the "Applicant") to execute this Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Applicant and myself that:

(i) all information provided in the Application submitted by the Applicant and its subcontractors for [insert name of the Project, and name, number and identification of lot(s) (contracts(s)) as stated in PDS 1.1] is true, correct and accurate to the best of the Applicant's and my knowledge and belief; and

(ii) the Applicant or any of its subcontractors has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Applicant has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Prequalification.

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B').>

B') I certify that the Applicant has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

C) I certify that the Applicant will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

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D) I certify, on behalf of the Applicant and its subcontractors, that if selected to undertake services in connection with the contract, the Applicant and its subcontractors shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

E) I further certify, on behalf of the Applicant and its subcontractors, that if the Applicant or any of its subcontractors is requested, directly or indirectly, to engage in any corrupt or fraudulent practice under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including amendment thereof), the Applicant shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

(1) JICA Headquarters: Legal Affairs Division, General Affairs Department
URL: https://www2.jica.go.jp/en/odainfo/index.php
Tel: +81 (0)3 5226 8850

(2) JICA India Office
Tel: +91(0)11 4909, 7000

The Applicant acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Applicant's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Applicant. The Applicant further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Applicant will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

Authorized Signatory
[Insert name of signatory; title]

For and on behalf of [*Insert name of the Applicant*]
Date:*[Insert date]*

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Section V. Eligible Source Countries of Japanese ODA Loans

The eligible source countries for the provision of goods, works and services in JICA-Financed Procurement area are all countries and areas.

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PART 2- Works Requirements

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Section VI. Works Requirements

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Contents

1 Description of the Works WR-1

2 Construction Period WR-5

3 Site and Other Data WR-6

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1 Description of the Works

1.1 General Information

1) Project Name	Project for the Construction of Turga Pumped Storage (I) (4 × 250 MW)
2) Name of Contract	Main Civil Works (Package 1)
3) Project Objective	Under the project, a new pumped storage power plant will be constructed in West Bengal State to increase the peak power generation capacity and to strengthen the response capability in order to improve the power supply stability in West Bengal.
4) Location	Turga Nala in Ajodhya Hills of Purulia District in West Bengal, India
5) Employer	West Bengal State Electricity Distribution Company Limited
6) Source of Fund	Japanese ODA Loan from Japan International Cooperation Agency (JICA)

1.2 Project Outline

The Project consists of the construction of Upper Dam (Catchment Area. 8.29 km^2) across Turga Nala, a tributary of Subarnarekha river, a water conduit system, an underground powerhouse Dam and a Lower Dam having catchment of 4.37 km^2 (total Catchment Area 12.66 km^2).

The Project comprises two reservoirs at two different water levels and a water conduit system connecting the two reservoirs through an underground powerhouse. Electric power will be generated by depleting the water reserve of the Upper Reservoir which will pass through the water conduit and the turbines and generators installed at the powerhouse, and the water will be stored in the Lower Reservoir. In an opposite way, the excess power from power grid will be fed back to pump the water from Lower Reservoir to Upper Reservoir through powerhouse where generators and turbines will then act as motors and pumps respectively. The same cycle of operation will be repeated daily basis.

(Following table to be updated after confirmation of the Detailed Design)

(1) POWER GENERATION	
Type	Pumped Storage Project (Closed Loop Type)
Power	1,000 MW
Installed Capacity	4 × 250 MW
Peak Operating duration	5 hours daily
(2) CIVIL STRUCTURE	
a) Upper Reservoir	
FRL	464.00 m
MDDL	441.40 m (With Irrigation Storage depleted) 444.40 m (For Pumped Storage Generation)

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Pondage at FRL	21.6 Mm^3
Pondage at MDDL (at 441.40 m) Pondage at MDDL (at 444.40 m)	5.9 Mm^3 7.4 Mm^3
Effective Pondage	14.2 Mm^3
b) Lower Reservoir	
FRL	316.50 m
MDDL	280.40 m
Pondage at FRL	18 Mm^3
Pondage at MDDL	3.8 Mm^3
Effective Pondage	14.2 Mm^3
c) Upper Dam	
Type	Rock fill with central impervious core
Top of Dam	EL 469.00 m
Accepted Foundation Elevation	EL 404.00 m
Length of Dam at top	732.00 m
Max. Height of Dam	65.00 m
Top width of Dam	10.00 m
Spillway Arrangement	Over Flow Ogee Type on Left Bank (Concrete)
d) Diversion cum Bottom Outlet Arrangements for Upper Reservoir	
Type	Tunnel on left bank
Diversion Flood	109 m^3/s
Length & Diameter	691.00 m, 4.00 m (Concrete Lined)
Invert Level of DT at Inlet	EL 410.00 m
Invert Level of DT at Outlet	EL 408.00 m
Bottom Outlet Length & Diameter	Same Diversion Tunnel will act as Bottom Outlet
e) Main Lower Dam	
Type	Concrete Gravity
Top of Dam	EL 320.00 m
Foundation Elevation	EL 245.00 m
Length of Dam at top	872.00 m
Max. Height of Dam	75.00 m
No. of OF blocks	4 nos., 18.00 m wide each
No. of NoF Blocks	40 nos., 20.00 m wide each
Top width of Dam	10.00 m
Spillway Arrangement	Over Flow Ogee Type on Right Bank (Concrete)

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Bottom Outlet cum Environment Release	(under discussion with relevant authorities)
Irrigation Release cum Drinking Water Supply	(under discussion with relevant authorities)
f) Lower Saddle Dam	
Type	Rock fill with central impervious core
Top of Dam	EL 321.50 m
Foundation Elevation	EL 270.00 m
Length of Dam at top	517.73 m
Max. Height of Dam	51.50 m (from Bed level)
Top width of Dam	10.00 m
g) Diversion Arrangements for Lower Reservoir	
Coffer Dam with overflow spillway	Rock-fill with earthen Core
Bed Level	EL 265.00 m
FRL / MWL	EL 280.00 m / 283.50 m
Diversion Flood	167 m^3/s
Height of Coffer Dam	20.00 m
Spillway Crest	EL 280.00 m
Spillway Crest Length	35.00 m
h) Power Intake	
Type H × W × No. × Line	Horizontal Type with anti-vortex lubbers 13.50 m × 10.50 m × 3 nos. × 2 lines
i) Headrace Tunnel (Intake Tunnel)	
D × L × line	D 9.00 m × L 649.73 m × 2 lines
j) Penstock (Steel Lining)	
D × L × line After Bifurcation	D 8.40 m - D 8.00 m × L 215.90 m × 2 lines D 5.60 m - D 4.60 m × L 55.98 m × 4 lines
k) Tailrace Tunnel	
Tailrace Tunnel No. 1,2 Tailrace Tunnel No. 3,4	D 7.00 m × L 59.28 m × 2 lines D 10.00 m × L 532.69 m × 1 line D 7.00 m × L 59.33 m × 2 lines D 10.00 m × L 470.23 m × 1 line
l) Tailrace Outlet	
Type H × W × No. × Line	Horizontal Type with anti-vortex lubbers 13.50 m × 10.50 m × 3 nos. × 2 lines
m) Powerhouse	
Type	Underground Bullet shape

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Size	L 242.50 m x B 25.00 m x H 53.60 m (Two Variable Speed Pump / Turbine units + Two Fixed Speed Pump / Turbine units)
n) Switchyard	
Type W × B	Open Air Type W 150.00 m x B 36.00 m at EL 340.00 m
o) Main Access Tunnel (MAT) (Under Package 5B which will be dealt separately. Information for work coordination purpose.)	
Type W × H	D-shaped W 8.00 m × H 8.50 m

1.3 Procurement Packages

The Project is expected to comprise the following contract packages:

Package No.	Package name	Procurement method (ICB/LCB)	Applicable Standard Bidding Documents (SBD)
Package 1	**Civil**	**ICB with PQ**	**JICA SBD Works**
Package 2	Hydro-mechanical (H-M)	ICB with PQ	JICA SBD Design Build
Package 3A	Electro-mechanical (E-M) (Generating Equipment)	ICB with PQ	JICA SBD Design Build
Package 3B	Electro-mechanical (E-M) (Substation Equipment)	ICB with PQ	JICA SBD Design Build
Package 4	Transmission line	LCB	WBSETCL SBD
Package 5A	Preparatory & infrastructural work	LCB	THE EMPLOYER SBD
Package 5B	Access Road, MAT etc.	LCB	THE EMPLOYER SBD

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2 Construction Period

Tentative Time Schedule

Category	Start	Finish	2022	2023	2024	2025	2026	2027	2028	2029
1) Prequalification	June-23	Nov-23								
2) Bidding	Dec-23	Mar-24								
3) Bid Evaluation	April-24	July-24								
4) Negotiation, Contracting and others	Aug-24	Oct-24								
5) Construction Works	Nov-24	April-29								

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3 Site and Other Data

3.1 Project Layout

The Turga Pumped Storage Project location is illustrated in the Figure 3.1-1.

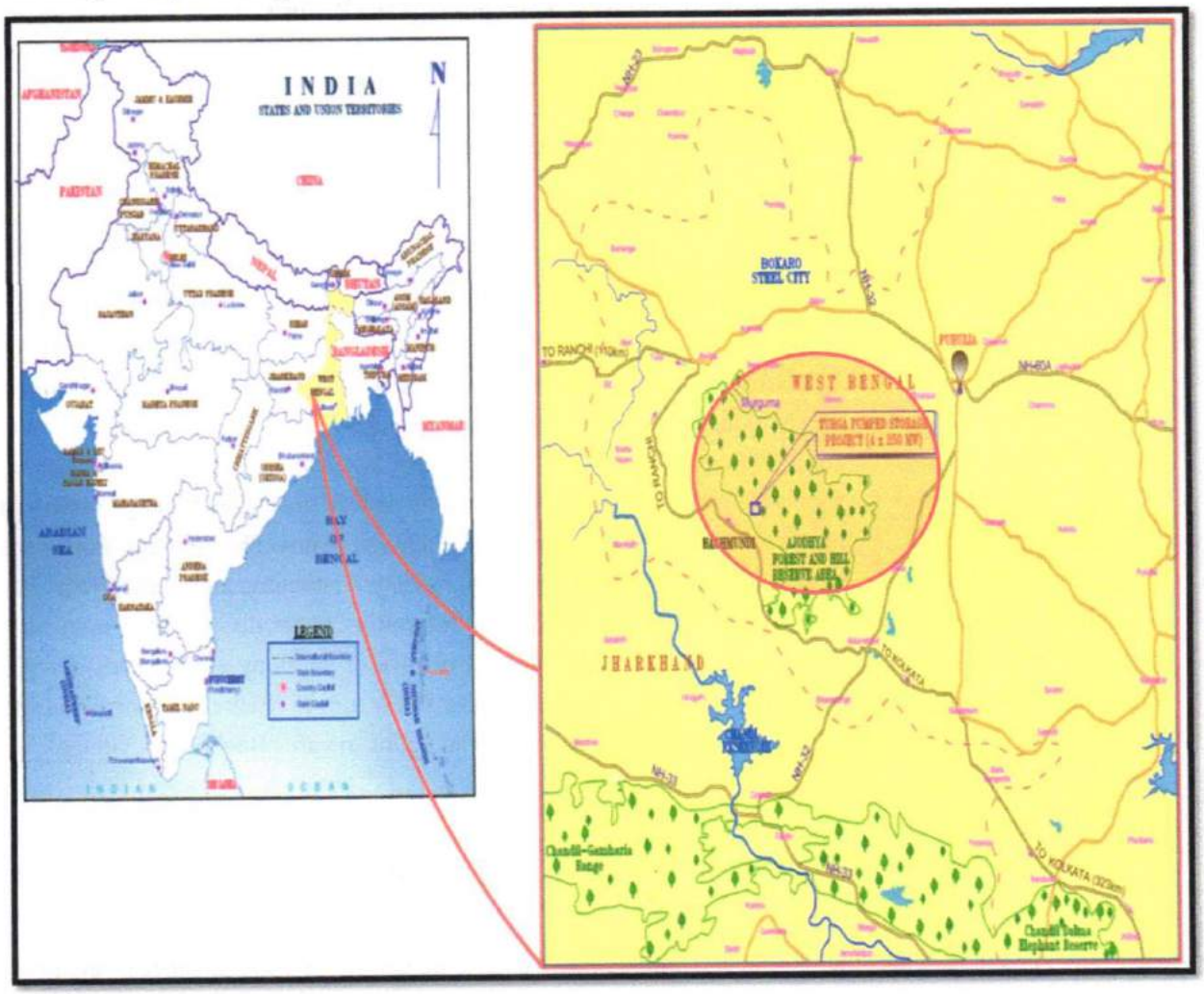

Figure 3.1-1 Location of Turga Pumped Storage Project

Infrastructure Facilities Plan and General Layout Plan of the Project are annexed in the Section 3.11.

3.2 Climate

The climate of the region is characterized by hot summer followed by the south west monsoon from middle of June to September and retreating monsoon from October to November. Cold weather starts from middle of November and lasts till end of February. The mean daily maximum and minimum temperature of the region is 25.3°C and 12.4°C, respectively. Baghmundi is the nearest rain gauge station where the average annual rainfall is 1,334 mm. Non-monsoon rainfall is scarce and varies from 5 to 15 % of the monsoon

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rainfall.

3.3 Hydrology

The effective storage capacities of the Project are planned as in Table 3.3-1with the estimate annual inflows to both reservoirs.

Table 3.3-1 Effective Storage Capacities of the Project

	Upper Reservoir	Lower Reservoir
Effective Reservoir Storage Capacity (MCM)	14.2	14.2
Annual Inflows (MCM)	4.51	6.88

3.4 Topography

The Project area forms part of the Ajodhya Hills, belonging to the eastern extension of the Chotonagpur Plateau. The hills forming the plateau are traversed by NW - SE trending ridges with inter-montane valleys. The plateau top is flat to slightly undulating with maximum height of 620 m. The hill ranges steeply descend towards south to merge with the flat peneplain. The Lower Dam is located at lower elevation close to the boundary between plateau-forming hill mass and the peneplain ground whereas the Upper Dam is located at higher elevation within the moderately steep valley of Turga in the plateau area. The drainage system in this area originates from the plateau top and flows radially towards alluvial plains. The drainage around the Project area is by and large controlled by two seasonal rivulets namely Kistobazar and Turga Nala. The catchment area of these two nalas is separated by a North-South trending water divide. The Turga Nala originates from the Ayodhya Plateau near Lepsitar village and flows towards SE along a remarkably straight NW-SE alignment for a long distance (~ 4.0 km) and takes a sharp WSW turn to reach the Lower Dam site and thereafter, takes a southerly turn before entering in the alluvial plains towards Baghmundi village.

3.5 Geology

The Project lies near Baghmundi village in the Purulia District, West Bengal. Based on the DPR, regional geology around the project area is as follows:

The Project area constitutes mainly the crystalline rocks comprising quartzo-feldspathic gneiss belonging to the Chhotanagpur Gneissic Complex (CGC) of Archaean age. The Singhbum Shear Zone (SSZ) is located towards the south-eastern part of the project area. The border between CGC and SSZ are divided by the South Purulia Shear Zone. North Purulia Shear Zone is noted towards the north of the project area.

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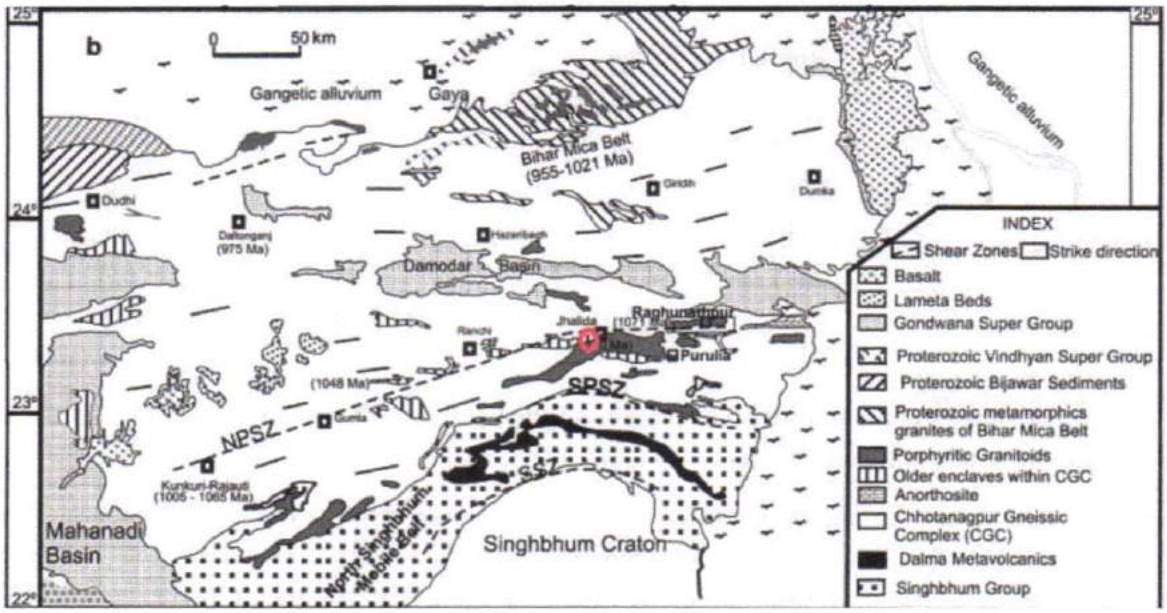

O : Project Area (Source: DPR Vol.5 p13 Figure 5.3.2)

Figure 3.5-1 Regional Geological Map around the Project Site

The project area lies in the catchment area of Turga Nala at the south-western fringe of the Ajodhya Hills.

The Turga Nala rises on Ajodhya Hills and flows south-west for about 9 km and meets Kistobazar Nala and then meets with the Subarnarekha River which in turns pours itself into the Bay of Bengal.

Ajodhya Hills is a plateau of 500 m - 600 m in elevation. The upper dam site is located in the valley of Turga Nala where its bottom is about 410 m in elevation, and the lower dam site is located near its downstream end of the valley which bottom is about 260 m in elevation.

Near the upper dam site, Turga Nala flows in a NW-SE valley which is a part of a NW-SE remarkable lineament recognized by aerial photograph interpretation.

The rock types in the project domain are dominantly hard compact quartzo-feldspathic gneiss and its petrological/petrographical variants with subordinate meta-basic rocks (e.g.,amphibolite gneiss). Three major litho-types of gneiss are: (i) augen gneiss with minor pegmatites, (ii) quartzo-feldspathic gneiss with minor mica-gneiss and (iii) quartz-biotitegneiss. The gneiss at many places shows migmatitic structure. Pegmatite veins and pygmaticquartz veins are common in the rock mass. A number of lineaments and a fault have been picked up through photo geological interpretation.

3.6 Access to Site and Transportation

The Project site is located in the western part of Purulia District in the state of West Bengal. The Project area is situated at a distance of approximately 450 km from Kolkata. The road from Kolkata to the Project site consists of four segments in Table 3.6-1.

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Table 3.6-1 Roads from Kolkata to the Project Site

Route Description	Distance (km)
Kolkata to Chandil along NH 33 via Jamshedpur (also called the Bombay Road)	380
(Haldia (Port) to Chandil along NH 33 via Jamshedpur)	(340)
Chandil to Balrampur along NH 32	30
Balrampur to Pathardih along a Highway	30
Pathardih to the Project site (Upper Dam) along village Roads	10
Total Distance	450

The Project can also be approached from Kolkata by an alternate route via Bishnupur, Bankura, Purulia and Balrampur. The distance along the route is 405 km.

The other route via Jamshedpur and Chandil, though longer, is considered more suitable for transportation of equipment and materials, as it is along a National Highway for major portion of its length. The nearest rail head is located at Balrampur (Railway station - Barabhum) and nearest airport is located at Ranchi. The nearest ports are Haldia and Kolkata.

3.7 Construction Materials

Regarding coarse aggregates, the conclusion of DPR states that the rocks of Turga Nala, Kudna and Hadhadi Nala Rock Quarries can be used as aggregates from the Alkali Aggregate Reaction tests.

There were three candidates and deposits for fine aggregates. In view of long distance from the Project site, DPR suggested that the fine aggregates can be obtained by crushing the excavated rock mucks from underground structures and or from Kudna Quarry Site as per requirement.

3.8 Medical Facilities

There is a Primary Health Center at Baghmundi. There is a District Hospital and other private medical services at Purulia. Besides medical facilities can be also available at Jamshedpur which is about 60 km from the Project Site.

3.9 Communication Facilities

The Project area is covered by Cell and Wi-Fi/Cable network of different service providers (namely Airtel, Vodafone, Jio, BSNL, etc.)

3.10 Services provided by the Employer

Electric power will be supplied by WBSEDCL at specified delivery points on payment basis. Separate area marked as Camp Area for residential purpose will be provided.

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3.11 Drawings

Drawings in the following list are annexed.

Drawing No.	Description
PQ-01	Infrastructure Facilities Plan
PQ-02	General Layout Plan of the Project
PQ-03	Waterway Plan
PQ-04	Waterway Profile & Section
PQ-05	Power Intake Plan, Profile & Section
PQ-06	Powerhouse Plan
PQ-07	Powerhouse Profile
PQ-08	Tailrace Outlet Plan, Profile & Section
PQ-09	Lower Dam Typical Cross Section & Details
PQ-10	Lower Saddle Dam Typical Cross Section & Details
PQ-11	Upper Dam Typical Cross Section & Details
PQ-12	Switchyard Plan &Profile

These drawings are meant for Pre-qualification tender purpose only and may change during actual construction stage.

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ANNEXURE A-8

F. No. 8-51/2017-FC

Subject: Diversion of 234.00 ha of forest land for construction of 1000 MW Turga Pumped Storage Project of West Bengal State Electricity Distribution Company Limited (WBSEDCL) in Ajodya Hills under Purulia Forest Division.

The State Government of West Bengal vide their letter No. 3340-For/O/L/10T-12/2017 dated 18.09.2017 submitted a proposal for diversion of 234.00 ha of forest land for construction of 1000 MW Turga Pumped Storage Project of West Bengal State Electricity Distribution Company Limited (WBSEDCL) in Ajodya Hills under Purulia Forest Division, Purulia Dist. West Bengal.

2. The facts related to the proposal as contained in the State Government's letter dated 18.09.2017 are given below in the form of fact sheet:

FACT SHEET

1.	Name of the Proposal	Diversion of 234.00 ha of forest land for construction of 1000 MW Turga Pumped Storage Project of WBSEDCL in Ajodya Hills under Purulia Forest Division, Purulia Dist. West Bengal.
2.	Location **(i)** State **(ii)** District	 West Bengal Purulia
3.	Particulars of Forests: **(i)** Name of Forest Division and Forest area involved. **(ii)** Legal Status of Forest land **(iii)** Density of Vegetation **(iv)** Map	 Purulia Forest Division, 234.00 ha Protected Forest Density : 0.3 Eco class : III SOI Toposheet - **Pg-16/c**
4.	Brief note on Vulnerability of the forest area to erosion	Least vulnerable.
5.	Species-wise (scientific names and diameter class-wise enumeration of trees (to be enclosed. In case of irrigation / hydel Projects enumeration at FRL, & FRL-4 meter also to be enclosed.	Species-wise (scientific names and diameter class-wise enumeration of trees are given and placed in file at **Pg. 100-103/c).** 6816 trees are enumerated in the proposal.
6.	Approximate distance of proposed site for diversion from boundary of forest.	0.00
7.	Details of wildlife present in an around the forest land proposed for diversion.	Elephant, Hyena, Wulf, Jackal, Bengal Fox etc.

8.	Whether forms part of National park, Wildlife Sanctuary, Biosphere Reserve, Tiger Reserve, Elephant Corridor, etc. (if so, details of the area and comments of the Chief Wildlife Warden.	**Yes (Elephant corridor).** **A herd of 14 Nos. wild elephant occasionally migrate through the forest area from Ajodhya hill forest to Jharkhand. However care has to be taken to avoid accidents of electrocution as elephants keep moving in the area.**
9.	Whether any RET species of flora and fauna are found in the area. If so details thereof	Yes.
10.	Whether the forest land proposed for lease is located within eco-sensitive zone (ESZ) of the protected notified under wildlife (Protection) Act, 1972-Yes/NO If Yes then give details.	No
11.	Whether any National Park, Wildlife Sanctuary, Biosphere Reserve, Tiger Reserve, Elephant Corridor, etc. is located within 1 Km. from boundary of the forest land proposed for diversion. details and comments on the impact of project on such areas.	Yes, This project area lies near Migrating route of elephants.
12.	Whether any protected archaeological/ heritage site/defence establishment or any other important monuments is located in the area.	No
13.	Whether any work of in violation of the Forest (Conservation) Act, 1980 has been carried out (Yes/No). If yes details of the same including period of work done, action taken on erring officials. Whether work in violation is still in progress.	No
14.	Whether the requirement of forest land as proposed by the user agency in col. 2 of Part-I is unavoidable and barest minimum for the project, if no recommended area item-wise with details of alternatives examined.	Yes
15.	Compliance of Scheduled Tribe and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 .	The certificate on FRA has been given and placed in file at pg. **(Pg-23-35/c)**. However certificate is not given in the prescribed format. this is under
16.	**Period of diversion sought**	**Nil**

17.	Employment to be generated **i).** Whether the Project is likely to generate employment? **(ii).** Permanent/Regular Employment(Number of persons): **(iii).** Temporary Employment(Number of person-days):	 Yes 169 18,90,000
18.	Whether clearance under the Environment (protection) Act, 1986 is required?	Not detail herewith.
19.	**Compensatory Afforestation**	
	(i) Details of non-forest area/degraded forest area identified for CA, its distance from adjoining forest, number of patches, sixe of each patches.	The CA scheme as given may kindly be seen at pg. **84-86/c.** In a letter dated 23.05.2017 (**pg. 95/c)** addressed to CCF Northern Circle, West Bengal, it is mentioned that the joint inspection was under taken on 13.04.2017 and the observation and inference are given below**.** **a)** The land is in riverine area along Tista River bed, and is conducive for riverine species like Khair etc. **However, the plantation can only be done on the Northern side. The western side is suitable for only grassland. Hence the western part can be developed into a habitat for herbivorous species.** **b)** The access is very difficult owing to the tributaries; therefore the regeneration cost will be very high. **c)** As such the area is a major part of Elephant corridor from Apalchand to Mahananda Wildlife Sanctuary. **d)** There exist some sign of encroachment, which is to be taken care of. **In accordance with the aforementioned facts, the matter associated with the land, afforestation may be taken up there will some additional input and protection measure.** It is further observed that DFO Kangaswati, South Division, Purulia vide his letter dated 18.08.2015 (pg. 38/c), DFO, Kangaswati, North Division,
	(ii) Map showing non-forest/degraded forest area identified for CA and adjoining forest boundaries.	
	(iii) Detailed CA scheme including species to be planted, implementing agency, time schedule, cost structure, etc.	
	(iv) Certificate from the competent authority regarding suitability of the area identified for CA and from management point of view.	

<table>
<tr><td></td><td></td><td>Purulia vide his letter dated 11.09.2015 (pg. 39/c), and DFO Baikunthapur Division, Siliguri vide his letter dated 05.06.2017 have given suitability certificate for CA. the details are as under:
<table>
<tr><th>Sl. No.</th><th>District</th><th>Block/Range</th><th>Mouza</th><th>Area on Acres</th></tr>
<tr><td>1.</td><td>Purulia</td><td>Manbazar-I & II</td><td>Durku, Kelyardi, Dhanda</td><td>45.25</td></tr>
<tr><td>2.</td><td>Purulia</td><td>Puncha</td><td>Kuchung, Dhabani & Hariharpur</td><td>55.90</td></tr>
<tr><td>3.</td><td>Purulia</td><td>Hura</td><td>Mangura Lalpur, Saharjuri, Madhabpur, Tilaboni</td><td>84.42</td></tr>
<tr><td>4.</td><td>Jalpaiguri</td><td>Mal</td><td>Targhera</td><td>392.65</td></tr>
<tr><td colspan="4">Total</td><td>578.22 or 234 ha</td></tr>
</table>
</td></tr>
<tr><td></td><td>(v) Total financial outlay for CA</td><td>Rs. 4,18,02,606.00 (pg. 82/c)</td></tr>
<tr><td>20.</td><td>Catchment Area Treatment</td><td>A copy of CAT plan is given and placed in file at pg. (PG. 58-75/c). But it is not clear whether the CAT plan has been approved by the competent authority.</td></tr>
<tr><td>21.</td><td>Rehabilitation of Oustees

a) No of families involved
b) Category of families
c) Details of rehabilitation plan</td><td>

No
NO
No</td></tr>
<tr><td>22.</td><td>Compliance of Scheduled Tribe and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006</td><td><u>DM, Purulia District, West Bengal has initiated the process of Settlements of Rights under FRA, 2006. DM has assured that all other formalities will be completed before the final approval of the diversion proposal.</u>(Pg-23/c).</td></tr>
<tr><td>23.</td><td>Cost Benefit Ratio</td><td>Not given</td></tr>
<tr><td>24.</td><td>Total Cost of the Project</td><td>Rs. 465069 lakhs</td></tr>
<tr><td>25.</td><td>Specific recommendation of DFO for acceptance or otherwise of the proposal.</td><td>The area is the barest minimum required for the project. It does not form part of any protected area. There is no protected archaeological/heritage site defence establishment or any other important monument is located in the area. No work in violation of the act has been carried out by the User</td></tr>
</table>

		Agency in the area proposed for diversion. Therefore, it is recommended that 234 ha of Forest land may be diverted in the favour of the applicant for use in non-forestry purpose.
26.	Recommendation **i.** DFO **ii.** CCF **iii.** APCCF &Nodal Officer **iv** SG	 Recommended **(pg- 81-91/c)** Recommendation **(pg-96-97/c)** Recommended **(pg-98)** Recommended **(pg-98)**
27.	District Profile **(i)** Total Geographical area of the district **(ii)** Total Forest area/Divisional Forest area **(iii)** Total area diverted since 1980 **(iv)** Total CA stipulated since 1980 (Forest land) **a.** Forest land including penal CA **b.** Non Forest Land **(v)** Progress of Compensatory Afforestation **a.** Forest land **b.** Non Forest land	 625900 ha. 115226 ha. 413.216 ha. (no. Of cases = 8) 28 Ha. - 38.81 ha. (as on date) 28.00 ha 10.81 ha.

3. Site Inspection Report: The Site Inspection Report (SIR) for this proposal was carried out by Sh. Suman Mohapatra, CF, Regional Office, Bhubaneswar. The report (**Pg.269-301/c)** is reproduced below:

i. Legal status of the forest land proposed for diversion. : The legal status of the forest land is "Protected Forests".

ii. Item-wise breakup details of the forest land proposed for diversion. : The item-wise breakup details, as submitted by the State Govt. ,are as follows:

Sl.	**Purpose/Component**	**Forest Land (in ha)**	**Non-forest land (in ha)**	**Total land (in ha)**
1.	Submergence Area (Lower & Upper Reservoir)	112.669	33.689	146.358
2.	Civil structures	10.239	0.000	10.239
3.	Construction facilities	18.387	0.000	18.387
4.	Stockpile, Processing & Disposal area	22.654	0.000	22.654
5.	Project Roads (Permanent and Temporary)	22.124	0.000	22.124
6.	Rock Quarry Area	21.300	0.000	21.300
7.	Other Project Components	8.537	0.000	8.537
8.	Borrow Area	18.090	24.311	42.401
Total		**234.000**	**58.000**	**292.000**

It was observed during presentation and subsequent site inspection that **5.356 ha of additional forest land is required to be diverted against proposed underground constructions and 0.969 ha under reconstruction work totalling to 6.325 ha.** However, the user agency has taken up 6.908 ha forest land for diversion in the current project under the component Rock quarry area of 21.300 ha, which has already been diverted under Purulia Pumped Storage project of the same user agency. **Hence, the total forest land required for diversion is 234.0 +6.325 – 6.908 ha = 233.417 ha which is a little less than the forest land proposed for diversion.**

The copy of modified item-wise breakup, submitted by the user agency is enclosed as **Annexure-V (pg. 298-301/c).**

iii. **Whether proposal involves any construction of buildings (including residential) or not. If yes, details thereof:** As reported at Point No. 2 above.

iv. **Total cost of the project at present rates:** As reported by the user agency, the total estimated cost of the project is Rs. 4,65,069 Lakhs.

v. **Wildlife:** As reported by DFO, Purulia division, the wildlife noticed in and around the area are Elephant, Hyena, Wolf, Jackal, Bengal Fox etc.

Whether forest proposed for diversion is important from wildlife point of view or not: It is reported by DFO, Purulia division that a herd of 14 nos. of wild elephants occasionally migrates through the forest area from Ajodhya hill forest to Jharkhand. However, care has to be taken to avoid accidents of electrocution as elephants keep moving in the area.

vi. **Vegetation:**

As reported by DEO, Purulia division, the density of vegetation is 0.3 (Eco-class-3). This has been verified during site inspection.

a) **Total number of trees to be felled.** As reported by DFO, Purulia division, the total no. of trees enumerated is 6816.

Effect of removal of trees on the general ecosystem in the area: As the number of trees to be felled is not very large compared to the proposed area, the effect on the general eco-system may not be significant.

b) **Important species:** The species available in the proposed area are *Sidha (L. Parviflora), Bhela (S. Pusanacardium), Dha (A. Latifolia), Sal (Shorea robusta), Haritaki (Terminalia chebula), Karam (H. cordifoliay), Satso (D. Latifolia), Piyal (Buchanania lanzan), Kendu (Diospyros melanaxylon), Palash (Butea monosperma), Kusum (Schleichera oleosa), Sirish (Albizia lebbeck), Bahera (Terminalia bellirica), Segun(Tectona grandin), Neem (Azadirachta indica), Arjun (Terminalia arjuna), Gamhar (Gmelina arborea), Doka (Isoberlinia doka) Asan (Terminalia tomentosa), Karanja (Pongamia pinnata)* and other miscellaneous species.
Number of trees of girth below 60 cm.:The no. Of trees of girth below 60 cm are 3645.
Numbers of trees of girth above 60 cm.:The no. Of trees of girth above 60 cm are 3171.

vii. **Background note of the proposal:** Initially four pumped storage schemes were identified by Central Electricity Authority (CEA) in the Ayodhya Hills of Purulia District, West Bengal. These are:

1. Purulia Pumped Storage Scheme
2. Turga Pumped Storage Scheme
3. Kathlajal Pumped Storage
4. Bandhu Pumped Storage Scheme

Studies were conducted in 1978-79 by Geological Survey of India (GSI) and WBSEB on these schemes.

The forest land required for the first scheme named Purulia Pumped Storage Project (4 x 225 MW) on Kistobazar Nala has already been diverted in three phases, the final phase was granted on 28.01.2003 and the project is now in operation since 2007-08.

Tunga Pumped Storage scheme is the second Pumped Storage Scheme being taken up by WBSEDCL. The said Turga project with capacity of 1000 MW is located at Baghmundi in Purulia district. The other two are yet to be taken up.

viii. <u>Compensatory afforestation:</u>

The land identified for compensatory afforestation is as follows:

Sl. No.	District	Block/Range	Mouza	Area on Acres
1.	Purulia	Manbazar-I & II	Durku, Kelyardi, Dhanda	45.25
2.	Purulia	Puncha	Kuchung, Dhabani & Hariharpur	55.90
3.	Purulia	Hura	Mangura Lalpur, Saharjuri, Madhabpur, Tilaboni	84.42
4.	Jalpaiguri	Mal	Targhera	392.65
Total				578.22 or **234 ha**

a) **Whether land for compensatory afforestation is suitable from plantation and management point of view of not:** The DFOs, Baikunthapur, Kangsabati North & South forest divisions have reported that the proposed land earmarked for C.A. has been found suitable for compensatory afforestation.

b) **Whether land for compensatory afforestation is free from encroachment/ other encumbrances:** The DFOs, Baikunthapur, Kangsabati North & South forest divisions have reported that the proposed land earmarked for C.A. is free all encumbrances.

c) **Whether land for compensatory afforestation is important from Religious / Archaeological point of view:** Not reported.

d) **Land identified for raising compensatory afforestation is in how many patches, whether patches are compact or not:** 12 nos. of patches have been identified for raising compensatory afforstation, the largest being in Jalpaiguri district.

e) **Map with details:** Submitted.

f) **Total financial outlay:** As reported by DFO, Purulia division, the total financial outlay for C.A. is Rs. 4,18,02,606/-.

ix. Whether proposal involves violation of Forest (Conservation) Act, 1980 or not. If yes, a detailed report on violation including action taken against the concerned officials: As reported by EFO, Purulia Division, on violation of Forest (Conservation) Act, 1980 has been committed by the user agency.

x. Whether proposal involves rehabilitation of displaced persons. If yes, whether rehabilitation plan has been prepared by the State Government or not: As reported by the user agency, the project does not involve any displacement.

xi. Reclamation plan: Not application.

Details and financial allocation: Not applicable.

xii. Details on catchment and command area under the project: A copy of CAT plan is enclosed as <u>Annexure-IV (**pg. 280-297/c**).</u> The total catchment area is 1266 ha.

Catchment area treatment plan to prevent siltation of reservoir: As reported in point No. 12 above.

xiii. **Cost benefit ratio:** Not applicable.

xiv. **Recommendations of the Principal Chief Conservator of Forest/State Government:** Recommended by PCCF, W.B./State Government.

xv. **Recommendations of Additional Principal Chief Conservator of Forests (Central) along with detailed reasons:** The instant proposal is for diversion of 234.000 ha of forest land for construction of 1000 MW Turga Pumped Storage project of WBSEDCL in Purulia Forest Division. On perusal of the records and the site inspection report of the Conservator of Forests (Central), it is observed that:

- The pump storage project will generate electricity by reusing water available in the stream and also by enhancing storage capacity of the reservoir without any perceptible adverse impact on the surrounding. The energy required for pumping shall also be met from the surplus power available in the grid during non-peak hours and improving the power scarcity during peak hours, which perhaps makes this project proposal outstanding.
- Since water is a precious resource, the user agency may take some measures for creation of water conservation/ harvesting structures so that the water to be released for use of communities and agriculture, down streams, is not affected.
- The user agency should also address the stone quarry within the leased area. After extraction of stones the quarry should be reclaimed with soil and should be vegetated; thereby developing the mined out land into an ecotourism spot enhancing the ecology & aesthetics of the site. The User agency may also fence the quarry prior to reclamation to check possible casualty of wildlife due to accidental fall.
- The user agency is to take precaution not to dump the debris generated from the underground construction works in the forest area and these shall be disposed of conforming to environmental standards.

With the above observations along with the site inspection report of CF (Central), this proposal for diversion of 234.000 ha of forest land for construction of 1000 MW Turga Pumped Strorage project of WBSEDCL in Ajodhya Hills under Purulia Forest Division is forwarded with **recommendation for consideration.**

xvi. **Conservator of Forests (Central) shall give detailed comments on whether there are any alternative routes/alignment for locating the project on the non-forest land:** The project is suitable for the terrain from the technical point of view.

xvii. **Utility of the project:** The project is likely to generate permanent/regular employment for 169 persons and temporary employment for 1890000 persons.

xviii. **Numbers of Scheduled Caste/Scheduled Tribes to be benefited by the project:"** Not reported.

a) **Whether land being diverted has any socio-cultural/religious value**: Not reported.
b) **Whether any sacred grove or very old growth trees/forests exist in the areas proposed for diversion**: Not reported.
c) **Whether the land under diversion forms part of any unique ecosystem:** Not reported.

xix. **Situation with respect to any Protected Area:** The project area is at an approximate distance of 130 kms from Dalma WL Sanctuary, the nearest protected area.

xx. Any other information relating to the project:

i) Topo-sheet and Geo-reference map of forest land proposed to be diverted are enclosed as Annexure-I&II(**pg. 277-278/c**).

ii) FRA certificate issued by District Magistrate, Purulia is enclosed as Annexure-III (pg. **279/c**).

iii) Since some additional forest lands are required to be diverted for dismantling the irrigation dam, pillars have to be posted there with proper demarcation.

iv) The quarry from which the rocks will be extracted for construction works needs to be reclaimed after the work is over. Extreme caution has to be taken to guard the boundary of all the quarries before reclamation in order to avoid any accidental fall of animals and human beings.

4. the Shape file as given for forest land proposed for diversion and sites for CA has been analyzed by DSS Cell and their report may kindly be seen at F/X. the major observation are :

i. Forest land proposed for diversion falls under Puruliya district of West Bengal State and calculated area of forest land proposed for diversion is found 233.05 Ha. Out of total forest area proposed for diversion, 5 Ha. of land having Very Dense Forest, 81 ha. of land having the canopy density of Moderately dense forest, 104 ha. of land as Open forest, and 35 ha. of land as Non Forest in terms of forest classes (as per the ISFR 2015) based on the interpretation of satellite data period 2013-2014.

ii. **Compensatory Afforestation**: CA land has been given in 12 patches, which are dispersed in Puruliya & Jalpaiguri districts of West Bengal State. Based on DSS, Out of 12 patches proposed for CA, **6 CA Patches having the Legal status as Forest land** (See Table No. 2). **As depicted through High Resolution Satellite Imagery, one CA patch Targhera, Mal Block under Jalpaiguri District, having an area of 159 Ha is proposed on River Flood plain which comprises 67% portion of total CA land (234 Ha. Total CA land).**

In view of above, it is proposed that the facts of the above proposal may be placed before the FAC in its forthcoming meeting scheduled to be held on 25.01.2018 for its examination and appropriate recommendations.

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এস ডি এস ওয়াই /
এস এইচ জি / ক্লাব

মিটিং রেজ্যুলেশন বই

মিটিং এর ক্রমিক সংখ্যা :
মিটিং এর তারিখ : ১৪/০৬/২০১৩
মিটিং এর স্থান : শ্রীপুর সমবায় সমিতি লিঃ
মিটিং এর সময় : সকাল ১১.৩০ মিনিট

উপস্থিত সভ্যগণের নাম

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ক্রমিক সংখ্যা	রেজল্যুশন
	আজ ইং ১৪/৬/২০১৩ তারিখ বুধ বার বিল্লি-অঞ্চলে ১০ টায় সময় বাজেকুমারা কাঁকড়ুই, চুলিয়ুবেড়া গ্রামবাসীর এক জরুরী মিটিং এ সর্বসম্মতিক্রমে গ্রামের নিম্নোক্তরূপ সিদ্ধান্ত গৃহীত হয়। এই সভায় গ্রামবাসীর পক্ষে সভাপতি সম্মানীয় বিশ্বজিৎ মুর্মু মহাশয়কে সভা পরিচালনার দায়িত্ব অর্পণ করা হল। এরপর নিম্নে আলোচনা শুরু করা হল।
	বিষয় :- ইকুয়েটর প্রিন্সিপাল্স অফ ফরেস্ট (TPSP) সম্পর্কিত FRA (2006) অনুসারে সম্মতি প্রক্রিয়া লঙ্ঘনের বিষয়ে উদ্বেগ ও অভিযোগ এবং TPSP প্রকল্পের বিষয়ে গ্রামসভার অবস্থান।
	আজকের সভায় ১২ জন গ্রাম প্রধান সহ ৩০ জন উপস্থিত আছেন তাঁর স্বাক্ষরিত এক তালিকা।
	আলোচনার প্রথমে নির্মিত ব্যাংক (TPSP) ইকুয়েটর প্রিন্সিপাল্স সম্পর্কিত FRA 2006 অনুসারে সম্মতি প্রক্রিয়া লঙ্ঘনের বিষয়ে উদ্বেগ ও অভিযোগ এবং (TPSP) প্রকল্পের বিষয়ে গ্রামসভার অবস্থান নির্ণয় করতে।
	সভাধিবেশন কারিগরি ঝাড়খন্ডিয়া জেলা প্রশাসনিক কর্তৃক জারি করা একটি নির্দেশ পত্রের ভিত্তিতে ১৮/৬/২০১৩ তারিখে মিটিং আহ্বান করে। সরকারকে অবহেলার জন্য নীতিগত ভাবে সমস্যা সমাধানের জন্য আহ্বান করে। যদিও ১৩/৫/২০১৩ তারিখে DM কর্তৃক জারি করা আদেশ পত্রে প্রস্তাবিত গ্রাম সভার আগে ঘোষিত গ্রাম সভার কথা উল্লেখ করা হয়েছিল, আজকে FRA 2006 এর অধীনে সমস্ত কার্যকলাপ আইনে ছিনি কথা ঘথা ভাবে অনুসরণ করা তো দূরের কথা, সভাপতি গ্রাম সভা সমিতিকে রাখে করার কোন কথা তাদেরকে অবহিতও করে নি, এমনকি সভাপতি সাথে আনুষ্ঠানিক একমাত্র বৈঠকটি দিনে ১৩/৫/২০১৩ তারিখে অনেকটা গ্রাম সভাকে কর্তৃক গ্রাম পঞ্চায়েত অফিসে ডাকা হয়েছিল।

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...ছাই বিভিন্ন গ্রামে ২১ জনের স্বাক্ষর নেওয়া হয়েছিল, নাগরিকদের আবেদন নিয়ে, বিতরন করা হাজার লোকেদের ফেরত দেওয়ার জন্য গ্রাম-বাসীদের একটি কমিটিতে স্বাক্ষর করতে বলা হয়েছিল, এবং প্রতি গ্রাম পঞ্চায়েত কর্তৃক আর একটি আলা আলোচনা করা হয়েছিল যেখানে কোন স্বাক্ষর ছিল না, প্রবী করা হয়েছে। লাভিয়ন বন্ধ সরকার অপেক্ষা আদায় এলাকায় প্রকল্পা প্রস্তাবিত তথ্য জনগনের কোন অংশগ্রহণ করেনি, পঞ্চায়েত স্তরে কোনও নোটিশ জারি করা হয়নি, বনাধিকার আইন অনুযায়ী গ্রামসভার ঠিক অস্তিত্বের বেশি প্রস্তাবকে সম্মতি দিতে হবে, যা কখনই ছিল না, কুড়ি গ্রাম আমাদের গ্রাম প্রধান অনুমোদন দিয়েছে হল ১৪৫ জন আমাদের মতো আরও গ্রাম সভা এই প্রকল্পের ফলে তাদের অধিকার হারাবে, জীবিকা হারাবে, কার্যত উচ্ছেদ হয়ে যাবে কৃষি ভূমি ও বনভূমির অধিকার হারাবে, গ্রাম বাসীদের অন্ধকারে প্রকল্পের ডুবে যাওয়া অঞ্চল সম্পর্কিত পর্যাপ্ত তথ্য সরবরাহ করা হয়নি, আমাদের বাড়িঘর গ্রামের কাছে মাটি হয়ে ডুবে যাওয়া নিয়ে উদ্বেগ রয়েছে, সেখানে বেশ কয়েকটি ফুলের স্কুল ঘরের থান রয়েছে যা পুরো অঞ্চলের গ্রামগুলি থেকে আগত আদিবাসীদের পূজা স্থল।

সরকারী কর্মকর্তা দ্বারা ঠিকমতো স্বাক্ষরিত ১৩ই অক্টোবর ২০২২ তারিখের ফরেস্ট ক্লিয়ারেন্স রিপোর্ট কাইন নং (F.No/১২০১৭ কনফিডি) এই ক্ষেত্রে ডি.এফ.ও PCC ব্রাঞ্চবার কারী ব্রাঞ্চ স্তার কাছে বনভূমি হস্তান্তরের আগে তফসিলি উপজাতি এবং অন্যান্য ঐতিহ্যবাহী বনবাসী (বন অধিকারের স্বীকৃতি) আইন ২০০৬ এর সম্মতি নিশ্চিত করার প্রয়োজনীয়তা উল্লেখ করেছে, আমরা আশা করি তথাপি তাদের অধিকার আইন এর অধীনে নিজেরা তথ্যের ভিত্তিতে ১৫ দিনের মধ্যে দেওয়ার জন্য অনুরোধ করছি। আমরা আশঙ্কা করছি যে কোন দিন সাধিকারক্ষে সরকার জোর করে ডুবন্ত জমি দখল করে আমাদের উচ্ছেদ করতে পারে। তাই নিম্নলিখিত কারনে আজকের সভায় এই সিদ্ধান্ত নিয়েছে যেন না আমরা কৃপা কাক্ষা পৌরের প্রকল্প (TPSP) চাই না, এই প্রকল্প বাতিল করে আমাদের জীবিকা রক্ষা করতে হবে।

যা ঘনশ্যামের প্রস্তুতি ১৫/১০/২০২১ তারিখে বেরিয়ে থাকা পুরুলিয়া জেলা সোসাক প্রস্তাবিত ও বাধ্যতামূলক প্রকল্পের অধিগ্রহণের বিরুদ্ধে PESA Act 1996 অনুযায়ী প্রয়োজনীয় আপত্তি কাগজপত্র পেশ করবে। আমার সভা আরও সিদ্ধান্ত নিচ্ছে যে সেটেল লেবেল মনিটরিং কমিটিকে নোটিশ দাখিল করবে। যাতে FRA 2006 এর সেকশন ৮ অনুযায়ী গ্রামসভার বর্তমান কর্মকাণ্ডের উপর SLMC তদন্ত করবে।

৪। এই সিদ্ধান্তের একটি অনুলিপি SLMC (রাজ্য) জেলার অফিস, পুরুলিয়া DM, ACF ও চাইবাসা মিনিস্ট্রি MoST PMC টেকনোক্র্যাট কমিটিকে কাগজপত্র যথে রেজিস্টার পোস্টে। আজ করে যেসকল দলিল অথবা অন্য ক্লায়দাদ্বা নেওয়া হয় তবে বনাধিকার আইন ২০০৬ অনুযায়ী আমাদের অধিকার রক্ষিত হবে।

এস ডি এ ওয়াই /
এস এইচ ডি ব্লক

মিটিং রেজল্যুশন বই

গ্রাম উন্নয়ন কমিটি
মহিলা কমিটি

মিটিং এর ক্রমিক সংখ্যা :
মিটিং এর স্থান :

মিটিং এর তারিখ :
মিটিং এর সময় :

উপস্থিত সভ্যগণের নাম

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ক্রমিক সংখ্যা	রেজল্যুশন
	অদ্যকার সভায় আর আলোচনা না থাকায় সভাপতি মহাশয়া উপস্থিত সকলকে ধন্যবাদ জ্ঞাপন করে সভা সমাপ্ত করিলেন,
	ধন্যবাদান্তে
	স্বাঃ/অঃ — Mongal Murmu
	সভাপতি
	পুরুলিয়া পশ্চিম পুরুলিয়া চন্দনডিহা
	সাঁওতাড়ি মহিলা উন্নয়ন কেন্দ্র পুরুলিয়া
	অদ্য কার সভায় উপস্থিত সকলের স্বাক্ষর

১	[illegible]	২২	[illegible]
২	[illegible] L.T.I	২৩	[illegible]
৩	Sushila Hansda	২৪	[illegible]
৪	[illegible] L.T.I	২৫	[illegible]
৫	[illegible]	২৬	[illegible]
৬	[illegible] L.T.I	২৭	[illegible] L T I
৭	[illegible]	২৮	Manjira Murmu
৮	[illegible] L T I	২৯	[illegible] L.T.I
৯	[illegible]	৩০	[illegible]
১০	[illegible] L.T.I	৩১	[illegible]
১১	Shimai Hansda	৩২	[illegible] L.T.I
১২	Rahimani Hansda	৩৩	[illegible]
১৩	Ashamani Hansda	৩৪	[illegible]
১৪	[illegible] L T I	৩৫	[illegible]
১৫	[illegible]	৩৬	[illegible] L.T.I
১৬	Nemita Hansda	৩৭	[illegible]
১৭	[illegible] L.T.I	৩৮	[illegible]
১৮	[illegible] L.T.I	৩৯	[illegible]
১৯	[illegible]	৪০	[illegible]
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২১	Kalyani Tudu	৪২	Nanta Hansda

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80		59	House of Hansda
81	Babita Murmu	60	
82		61	Sabitary Hansda
83		62	
84		63	Dhanikram Murmu
85		64	Sameram Murmu
86		65	Kanika Murmu
87		66	Gitalia Murmu
88		67	Purno Ch Murmu
89		68	Mangal Besra
90	Hayadhani mandi	69	
91		70	Balaram mandi
92	Renuka Hansda	71	Kalpana Mandi
93		72	Nimai Soren Mandi
94		73	
95		74	Bikram Baske
96		75	Rajesh Murmu
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106		85	Saket Hansda
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113	Sunil Hansda		
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Date: 14.06.2023
Location: Neemtola

Subject: Concerns and complaints regarding violation of consent process as per FRA (2006) and the location of the TPSP project.

We, the members of the Baruajara-bandhghutu-dulgubera- Gram Sabha, of baghmundi Panchayat , baghmundi Block , purulia District , are conducting this Gram Sabha meeting at nimtala, on 13/06/23 this date. Today's meeting is attended by 121Gram Sabha members, including 62 women. The meeting is specifically being held to determine the collective stand of gramsabha about the turga Pumped Storage Project (TPSP) and address concerns and complaints regarding the violation of the consent process as per FRA (2006) and issues related to the TPSP project.

On 12th April 2018, the Ministry of Environment, Forest, and Climate Change (MoEFCC) issued a memorandum under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, stating that the orders of consent arrangements under FRA (2006) have been followed since 13th June 2017, as per a document issued by the Purulia District Magistrate. However, based on this document, on 12th April 2018, the Forest Department, Government of West Bengal, were provided the first phase forest clearance letter for the project.

Although the document issued on 13th June 2017 by the District Magistrate mentioned the involvement of the relevant Gram Sabhas, in reality, the concerned Gram Sabhas were not informed by the state government about the project .

In reality the only meeting organized with the villagers regarding the project was held on 23rd March 2017 at the Gram Panchayat office, where only 21 signatures were obtained, allegedly through deception and misinformation. The villagers were asked to sign on a paper for keeping a record of distributed food packets.

It is claimed that another meeting was conducted by the Baghmundi Gram Panchayat, where no signatures were obtained.

The Government of West Bengal has not made any efforts to provide sufficient information regarding the project in the Ayodhya Hill area. No notices have been issued in the local language. As per the Forest Rights Act, the consent of more than 50% of the Gram Sabha members is required. However, this was never the case. Our Gram Sabha members amount to 145. There are many more Gram Sabhas whose rights will be jeopardized, livelihoods will be lost, and displacement will occur due to this project, affecting agricultural and forest land rights.

The affected region, where the submergence area of the project is located, has not been adequately provided with relevant information about the project. The Maranburu hill near Barelahar Gram has raised concerns, as it houses several important sacred places for the tribal communities of the entire region.

According to the Forest Clearance Report signed by the Assistant Chief Conservator of Forests on 13th October 2022 (File No. 8-51/12017FCC), it is mentioned that before transferring forest land, the necessary compliance of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, regarding the tribal and other traditional forest dwellers, should be ensured.

We have come to know this information based on the Right to Information Act on 11th June 2023. We are concerned that the West Bengal government may forcibly evict us by destroying forests and rivers. Considering the above reasons, today's Gram Sabha meeting has reached the following decisions:

1. We do not want the Turga Pumped Storage Project (TPSP). This project should be cancelled to protect our lives and livelihoods.
2. The Forest Department and the governing authority of Purulia district, responsible since 13th June 2017, and the Ayodhya and Baghmundi Panchayats, will face necessary legal actions under the POA Act, 1989.
3. The Gram Sabha also decides to send a notice to the State-level Monitoring Committee (SLMC) to initiate an investigation by the Forest Department officials working in the forest office, as per Section 8 of FRA 2006.
4. A copy of this decision will be sent via registered post to the SLMC, the Governor's Office, Purulia DM, SDO jhalda, NCST, TAC, BCW, and the President to ensure appropriate actions are taken against the culprits and see that our rights are protected according to the Forest Rights Act, 2006.

Signatures of the present Gram Sabha members:

ANNEXURE A-10

To

1. The Secretary
   Ministry of Environment, Forest and Climate Change
   Indira Paryavaran Bhawan,
   Jor Bagh Road, Aliganj
   New Delhi – 110003

2. The Principal Secretary (Forest),
   Government of West Bengal,
   Block LA-10A, Sector – III, Salt Lake City,
   Kolkata – 700106

Date: July, 2023

Sub: Request for withholding forest clearance and halt on change of land-use in light of violation of FC conditions for Turga PSP, West Bengal

Ref: MoEFCC letter No. 8-51/2017-FC dated 13.10.2022 and Government of West Bengal Order No. 1526 -For/O/L/10T-12/2017 dated 20.10.2022

Madam/Sir,

We are forest dwellers residing in various hamlets in the Ajodhya Range in Purulia district, West Bengal since time immemorial. This range has been identified for the construction of the Turga Pumped Storage Hydel Power Project which will divert 234.00 ha of forest land for non-forest purposes, including lands under seven of our villages and hamlets.

The project was granted final forest clearance by the MoEFCC by letter No. 8-51/2017-FC dated 13.10.2023 subject to certain conditions. The first among these is as follows, "**A(i) The State Government shall ensure that the compliance of Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 has been completed in accordance with the relevant Rules and Guidelines issued by this Ministry in this regard, before handing over of forest land to the user agency.**"

The aforesaid final forest clearance was notified by the Governor, West Bengal through Order No. 1526 -For/O/L/10T-12/2017 dated 20.10.2023 under Section 2 of the FCA, 1980 with the attendant condition that **"1. Compliance of Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 has to be completed in accordance with the relevant Rules and Guidelines, before handing over of Forest land to the User Agency."**

These conditions are not mere afterthoughts, but rather in compliance of the law of the land as laid down by the Hon'ble Supreme Court of India in *Orissa Mining Corporation vs. Ministry of Environment and Forests* (2013) 6 SCC 467, and also the Circular dated. 03.08.2009 issued by the Central government. As such, these above conditions are unequivocal in putting a restriction on transfer of land and change in land use prior to settling of rights under the Forest Rights Act, 2006.

Presently 61 individual forest rights claims and one community forest claim submitted by villagers are pending before the SDLC. Over 72 other individual forest rights claims have been lodged through the government. The IFR and CFR claims submitted by the villagers cover an area of 504 ha with a large portion overlapping the project area.

Further, a Gram Sabha held in Baruajara, Bandhghutu, Dulgubera of Baghmundi Panchayat on 26.05.2023, attended by 121 members including 62 women has adopted unanimous resolutions and submitted the same to the SLMC, Government of West Bengal. The Gram Sabha has stated that while a certificate regarding compliance with the Forest Rights Act, 2006 was submitted by the DM dated 13.06.207, on the basis of NOC submitted by the Gram Panchayat Pradhans of Baghmundi and Ajodhya gram Panchayat, the affected forest dwellers have not received any comprehensive report in the vernacular of the project and its impact on the environment, culture and livelihood of the area and have never been consulted with regard to the desirability and impact of the project. The Gram Sabha has resolved to file an FIR against officials involved in such misrepresentation under Section 8 of the Forest Rights Act, 2006. The Gram Sabha has also passed a unanimous resolution that they do not want the Turga PSP to be constructed in the forest and non-forest land managed by the community.

It may be pointed out that interference with forest rights or any attempt to dispossess the forest dwellers is a violation of Section 7 read with Section 4(5) of the Forest Rights Act, 2006, and also a criminal atrocity under Section 3(1)(g) of the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act, 1989. Such failure to comply with the statutory conditions also amounts to an offence under the Forest Conservation Act, 1980.

However, the above legal constraints notwithstanding, the user agency West Bengal State Electricity Distribution Company Limited has proceeded to issue tenders for Felling of Trees and Construction of Boundary walls for the project on 15.06.2023 and for Main Civil Works on 26.05.2023.In gross violation of the law, tenders for construction activities have been issued by the user agency even as the process of settlement of existing forest rights claims remains far from complete.

The tenders for the felling of trees and construction of boundary walls stipulate that work must be completed within 120 days of receipt of work order with the last date for submission of bids being 31.07.2023. The same makes it evident that the user agency deems to already have “possession” of the forest land or gain such possession in the immediate future, without complying with the statutory and legal conditions described above. This is a clear violation of the first condition of the grant of final forest clearance from both the central and the state governments and therefore vitiates the very regulatory mechanism under both the Forest Conservation Act, 1980 and the Forest Rights Act, 2006. Copies of the tenders issued, the Gram Sabha resolution and representations sent to the SLMC are attached herewith.

It should also be noted that the Ajodhya range is home to pristine forests with a huge diversity of flora and fauna and is also home to the Marang Buru mountain and the Sutan Tandi sacred grove, which are of spiritual and religious significance to the local forest dwelling and Adivasi communities. The area earmarked for the project is also an Elephant Corridor for a herd of 14 elephants. Last but not the least, these forest lands are the means of subsistence for our traditional forest dwelling communities constituted primarily of Scheduled Tribes. The land proposed to be diverted is therefore of great ecological, cultural, social and economic significance.

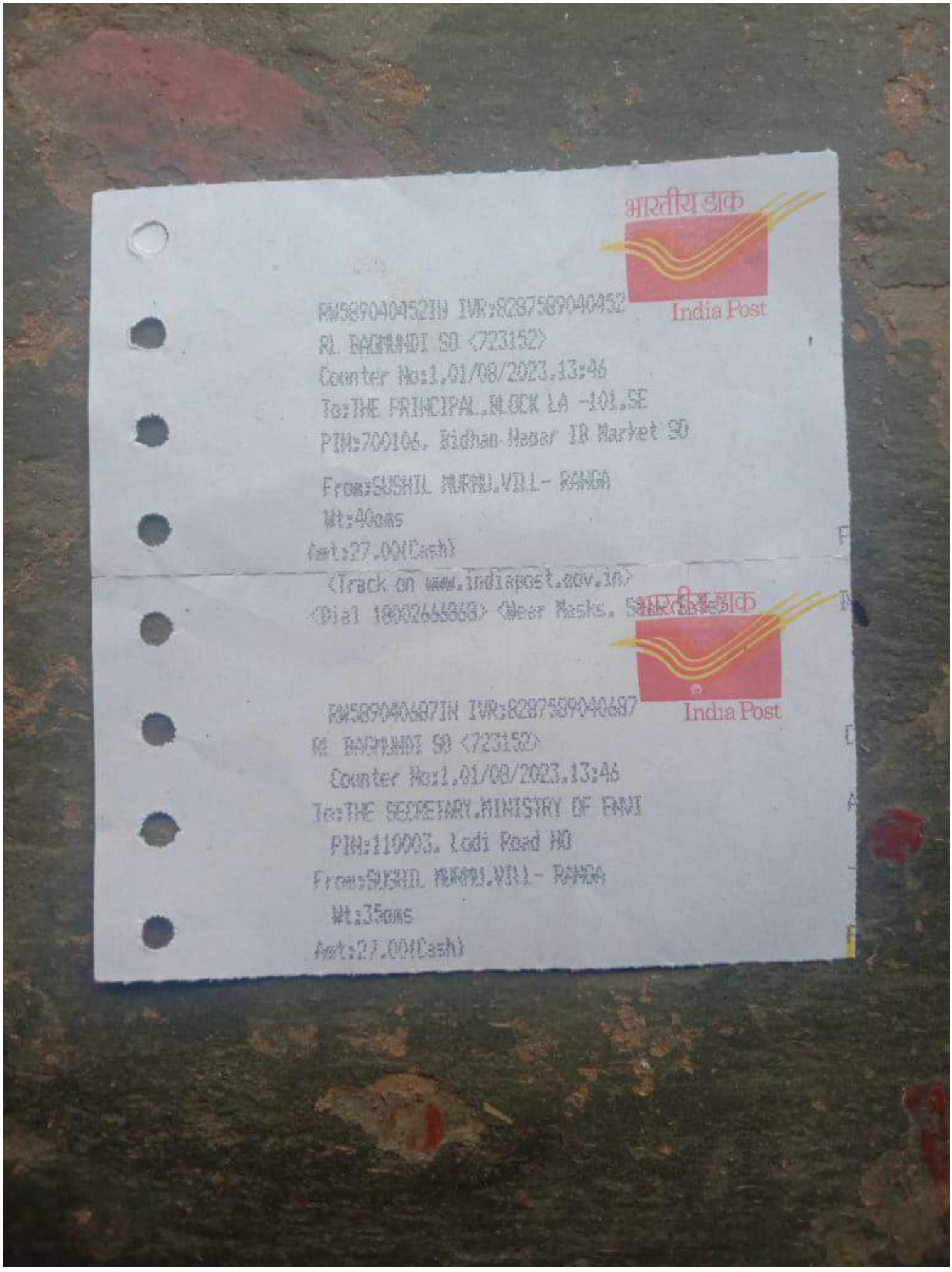
Felling of trees and clearing of such forest-land will be irreversible and therefore cannot be allowed to proceed in violation and non-compliance of judicial precedent, statute and various provisions of law.

We hereby request you to take necessary action against the non-compliance of the conditions stipulated in the forest clearance and **place on hold all proceedings related to issue of tenders and other project activity on the ground as long as such irregularities are not resolved.**

Our communities stand before you facing imminent and grave threat to our forests, lands, right to life and livelihoods. We urge you to take prompt and speedy action in the case with a view to safeguarding justice and due process.

Thanking you,

Copy to:
State Level Monitoring Committee, Government of West Bengal with request to refer to previous representations in this regard under Section 8 Forest Rights Act, 2006 (copies attached).


भारतीय डाक
India Post
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RL BAGHMARI SO <723152>
Counter No:1,01/08/2023,13:46
To:THE PRINCIPAL,BLOCK LA -101,SE
PIN:700106, Bidhan Nagar IB Market SO
From:SUSHIL MURMU,VILL- RANGA
Wt:40gms
Amt:27.00(Cash)
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Save Lives>
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RL BAGHMARI SO <723152>
Counter No:1,01/08/2023,13:46
To:THE SECRETARY,MINISTRY OF ENVI
PIN:110003, Lodi Road HO
From:SUSHIL MURMU,VILL- RANGA
Wt:35gms
Amt:27.00(Cash)

ANNEXURE A-11

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P3 ANNEXURE-P3

ANNEXURE-P9

F. No. 11-9/1998-FC (pt)
Government of India
Ministry of Environment and Forests
(FC Division)

Paryavaran Bhawan,
CGO Complex, Lodhi Road,
New Delhi – 110510.
Dated : 03.08.2009

To

The Chief Secretary / Administrator
(All State/UT Governments except J&K)

Subject: Diversion of forest land for non-forest purposes under the Forest (Conservation) Act, 1980 - ensuring compliance of the *Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act 2006*.

Sir,

In continuation to this Ministry's letter of even number dated 30.07.2009, I am directed to invite the attention of the State Government to the operationalization of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 which has become effective from 01.01.2008. It is observed that the proposals under the Forest (Conservation) Act, 1980 are being received from different states/UT Governments with the submission that the settlement of rights under Forest Rights Act, 2006 (FRA) will be completed later on.

Accordingly, to formulate unconditional proposals under the Forest (Conservation) Act, 1980, the State/UT Governments are, wherever the process of settlement of Rights under the FRA has been completed or currently under process, required to enclose evidences for having initiated and completed the above process, especially among other sections, Sections 3(1)(i), 3(1)(s) and 4(5). These enclosures of evidence shall be in the form of following:

a. A letter from the State Government certifying that the complete process for identification and settlement of rights under the FRA has been carried out for the entire forest area proposed for diversion, with a record of all consultations and meetings held;

b. A letter from the State Government certifying that proposals for such diversion (with full details of the project and its implications, in vernacular / local languages) have been placed before each concerned Gram Sabha of forest-dwellers, who are eligible under the FRA;

c. A letter from each of the concerned Gram Sabhas, indicating that all formalities/processes under the FRA have been carried out, and that they have given their consent to the proposed diversion and the compensatory and ameliorative measures if any, having understood the purposes and details of proposed diversion.

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d. A letter from the State Government certifying that the diversion of forest land for facilities managed by the Government as required under section 3(2) of the FRA have been completed and that the Gram Sabhas have consented to it.

e. A letter from the State Government certifying that discussions and decisions on such proposals had taken place only when there was a quorum of minimum 50% of members of the Gram Sabha present;

f. Obtaining the written consent or rejection of the Gram Sabha to the proposal.

g. A letter from the State Government certifying that the rights of Primitive Tribal Groups and Pre-Agricultural Communities, where applicable, have been specifically safeguarded as per section 3(1)(e) of the FRA.

h. Any other aspect having bearing on operationalisation of the FRA.

The State/UT Governments, where process of settlement of Rights under the FRA is yet to begin, are required to enclose evidences supporting that settlement of rights under FRA 2006 will be initiated and completed before the final approval for proposals.

This is issued with the approval of the Minister of Environment and Forests.

(C.D. Singh)
Sr. Assistant Inspector General of Forests

Copy to:-

1. The PMO (kind attention: Director, PMO)
2. The Secretary, Ministry of Tribal Affffairs, Shastri Bhawan, New Delhi.
3. The Principal Chief Conservator of Forests, All States / UTs.
4. The Nodal Officer (FCA), O/o the PCCFs, All States / UTs.
5. All Regional Offices of MoEF located at Bhopal, Shillong, Bangaloro, Lucknow, Bhubaneshwar and Chandigarh.
6. The RO (HQ), DIGF(FP), Sr.AIGF(FC)/AIGF(FC), MoEF, New Delhi.
7. Monitoring Cell, FC Division, MoEF, New Delhi for placing the same on the website of the MoEF.
8. Guard File.

(C.D. Singh)
Sr. Assistant Inspector General of Forests

RETYPED COPY OF LETTER DATED 03/08/2009(ANNEXURE A-11)

To

The Chief Secretary/Administrator

(All State/UT Governments except J&k)

Subject; Diversion of forest land for non-forest purposes under the Forest (Conservation) Act, 1980 - ensuring compliance of the Scheduled Tribes and Other Traditional Forest Dwellers(Recognition of Forest Rights) Act 2006.

Sir.

In continuation to this Ministry's letter of even number dated 30.07.2009, I am directed to invite the attention of the State Government to the operationalization of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 which has becomes effective from 01.01.2008. It is observed that the proposals under the Forest (Conservation) Act, 1980 are being received from different states/UT Governments with the submission that the settlement of rights under Forest Rights Act, 2006 (FRA) will be completed later on. Accordingly, to formulate unconditional proposals under the Forest

(Conservation) Act, 198c, the State/UT Governments are, wherever the process of settlement of Rights under the FRA has been completed or currently under process, required to enclose evidences for having initiated and completed the above process, especially among other sections, Sections 3(1)(1), 3(1)(e) and4(5). These enclosures of evidence shall be in the form of following:

a. A letter from the State Government certifying that the complete process for identification and a settlement of rights under the PRA bas been carried out for the entire forest area proposed for diversion, with a record of all consultations and meetings held:
b. A latter from the State Government certifying that proposals for such diversion (with full details of the project and its implications, in vernacular/local languages) have been placed before each concerned Gram Sabha of forest-dwellers, who are eligible under the FRA;
c. A letter from each of the concerned Gram Sabhas, indicating that all. formalities/processes under the FRA have been carried out, and that they

have given their consent to the proposed diversion and the compensatory and ameliorative measures if any, having understood the purposes and details of proposed diversion.

d. A letter from the State Government certifying that the diversion of forestland for facilities managed by the Government as required under section 3(2)of the FRA have been completed and that the Gram Sabhas have consented to it.
e. A letter from the State Government certifying that discussions and decisions on such proposals had taken place only when there was s quorum of minimum 50% of members of the Gram Sabha present:
f. Obtaining the written consent or rejection of the Gram Sabha to the proposal.
g. A letter from the State Government certifying that the rights of Primitive Tribal Groups and Pre-Agricultural Communities, where applicable, have been specifically safeguarded as per section 3(1)(e) of the FRA
h. Any other aspect having bearing on operationalisation of the FRA

The State/UT Governments, where process of settlement of Rights under the FRA is yet to begin, are required to enclose evidences supporting that settlement of rights under FRA 2006 will be initiated and completed before the final) approval for proposals.

This is issued with the approval of the Minister of-Environment and Forests.

ANNEXURE A-12

Date: 28/06/23

To,
The chairperson
State Level Monitoring Committee in BCW Deptt.
Government of West Bengal
Backward Classes Welfare Department
Writers' Buildings, Kolkata – 700001
WestBengal
India

Subject: Concerns over violation of the Consent Mechanism as per FRA (2006) regarding the Turga Pumped Storage Project (TPSP).

Respected Madam/ Sir,

We write this letter to express our rising concerns over the gross violation of the consent mechanism specified in FRA (2006) in Ajodhya Pahar, Purulia. The 1000 MW Turga Pumped Storage Project (TPSP) involving the diversion of 234 ha of forestland was announced in 2017.

On 12.04.2018 the Ministry of Environment, Forest and Climate Change (MOEFF) provided the West Bengal Government with an 'in-principle' Stage I forest clearance for the project following a certificate issued by the District Magistrate of Purulia on 13.6.2017 claiming that the consent procedure under Scheduled Tribes and other Forest Dwellers (Recognition of Forest Rights) Act, 2006 has been complied with.

The Forest Clearance Report (file number 8-51/12017FC) dated 13th October 2022 signed by the Assistant Inspector General of Forests (FC) also specified the need to ensure that the compliance of Scheduled Tribes and other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 has been completed before handing over of forest land to the user agency which is WBSEDCL in this case.

However, we the members of Baruajara Bandhghutu Dulgubera, Ranga Barelahar, Tarpaniya Gramsabha, Ajodhya Pahar, wanted to point out the glaring discrepancies in the narrative given by the West Bengal government about compliance with the terms of FRA (2006).

1. Although the certificate issued by the DM on 13.06.2017 had specified engagement with the concerned Gramsabhas, in reality, the concerned Gram Sabhas were not even informed by the state government about the project let alone properly following the mandates of the consent mechanism under FRA (2006). In fact, the only meeting organised with the stakeholders was one convened by the Ajodhya Gram Panchayet on 23.03.2017, at gram panchayat office, where allegedly only 21 signatures were taken. Villagers were asked to sign on a paper allegedly for keeping records of food packets distributed! Gram Sabhas from the affected villages in Ajodhya Pahar: Ranga, Tarpania, Teliabhasha, and Hathinada falling under Ajodhya Gram Panchayat were not convened. Another meeting was allegedly conducted by the Baghmundi Gram Panchayet, where no signature sheet could be instead can be found of running separate meetings with the Gram Sabhas falling under the affected mauzas: Baghmundi, Bareria, Gosaidih, and Kudna.

2. As per FRA (2006), Gram Sabha must be constituted at the settlement level, hamlet, or tola level. Ajodhya GP has 7 electoral booths and 10,000 voters spread over 60 villages. Conducting one Gram Panchayat meeting with only 21 signatories is a gross violation of the principle of engaging with the Gram Sabhas at the settlement level. Even in the case of a Gram Panchayat level meeting a quorum had to be fulfilled which was not seen in this case. On 23-24th September 2013 MOTA organised a

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regional consultation on implementation of forest right act clarified to westbengal government that, - FRC and FRA 2006 implementation has no obligations to panchayat elections or panchayats as this has to be implemented at the village or hamlet level. There has been nearly participation of women among the signatories.

3. Completion of the process of recognition and vesting of rights including all the rights under section

3- IFR, CR, CFR rights needs to be settled before diverting the forest land. THE SCHEDULED CASTES AND THE SCHEDULED TRIBES (PREVENTION OF ATROCITIES) AMENDMENT ACT, 2015 NO. 1 OF 2016 states in amendment of section 3 of principal act – "(g) wrongfully dispossesses a member of a Scheduled Caste or a Scheduled Tribe from his land or premises or interferes with the enjoyment of his rights, including forest rights, over any land or premises or water or irrigation facilities or destroys the crops or takes away the produce therefrom.

4. Gramsabha's consent or rejection of the forest diversion after considering all information relating to the project. No effort was undertaken by the West Bengal government to disseminate information regarding the project in the Ajodhya hills area. No notices were issued in vernacular language. More than 50% members of each gramsabha has to give consent. Which was never the case. Meetings with the stakeholders were not conducted before the DM's certificate was given or the Forest-Clearance report was issued.

5. The stakeholders are still not provided with adequate data regarding the submergence area of the project. There have been concerns regarding the submergence of the Marangburu hill near the Barelahar village, which has several important Jaher Thans, attracting devotees from villages all over the region.

In light of this injustice, we the members of baruajara bandhghutu dulgubera , ranga barelahar, tarpaniya Gram Sabha, Ajodhya Pahar, implore the State Level Monitoring Committee on FRA, WB to make sure that

1. The consent mechanism mentioned in FRA (2006) should be applied before the state government proceeds any further regarding forest land diversion for the project.

2. West Bengal Government must publish the total area under submergence and conduct meetings with all the concerned Gram Sabhas to ensure compliance with FRA (2006).

3. Completion of the process of recognition and vesting of rights including all the rights under section 3- IFR, CR, CFR rights needs to be settled before diverting the forest land if any

4. The government must take into account the need to issue notices for forestland diversion in the vernacular.

5. Consent must be taken from the women members in a Gram Sabha as well as the male members. And consent must be taken from the gram Sabha, with majority members (more than 50%)

We have resolutions in our respective gramsabhas that we want to file an FIR in this regard on officials and post holders involved referring section 8 of FRA. Copy of resolution attached with this letter. We ask State Level Monitoring Committee for help.

We have resolutions in our respective gramsabhas that we do not want Turga Pumped Storage Project (TPSP) in our community managed forest and non-forest land. We want to note again that, we never gave consent to TPSP.

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We request that the State Level Monitoring Committee on FRA 2006 westbengal, take cognizance of our grievance and make sure that we are not deprived of our land and forests in an unjust manner. We ask the State Level Monitoring Committee for an immediate intervention in this project and a thorough reassessment of the situation before further steps are taken by the West Bengal government to diversify forestland for the project.

Sincerely Mangal Murmu

Members of সভাপতি

Baruajara Bandhghutu Dulgubera ,

Ranga Barelahar,

Tarpaniya Gram Sabha

বারুয়াজারা বাঁধঘুটু দুলুবেড়া গ্রামসভা
পোঃ-রাঙ্গা, মহকুমা-কালদা, জেলা-পুরুলিয়া

সভাপতি /সহ-সভাপতি
রাঙ্গা-বাড়েলাহর গ্রামসভা

সম্পাদক
টাড়পানিয়া গ্রামসভা
পোঃ-রাঙ্গা, মহকুমা-কালদা, জেলা-পুরুলিয়া

Copy also served to –

1. National Commission for Scheduled Tribes (NCST), New Delhi.
2. Ministery of Tribal affairs (MoTA)
3. Office secretory to the Governor of WestBengal . Rajbhavan Kolkata 700062
4. District Magistrate (DM) Purulia . Purulia WB
5. SDO Jhalida , Jhalida Purulia WB.
6. Land Reforms Commissioner , chairman Task Force on FRA 2006
7. westbengal Tribal advisory council chairman Mamata Banerjee
8. Principal secretory tribal Development Department WB

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আজ ২৭.০৯.২০২৩ তারিখে টাঁইপালিয়া গ্রাম সভার অন্তর্গত টাঁইপালিয়া কমিউনিটি হলে বেলা ১১টার সময় গ্রাম সভার বৈঠক অনুষ্ঠিত হচ্ছে। আজকের সভায় গ্রাম সভার মোট ২২৫ জন সদস্যদের মধ্যে ৪০ জন পুরুষ ও ৬০ জন মহিলা উপস্থিত ছিল। আজকের সভার আলোচ্য বিষয়- বনাধিকার স্বীকার আইন 2006 এর (৫)নং ধারা অনুযায়ী-আমাদের টাঁইপালিয়া গ্রাম সভা সমষ্টিগত

ইচ্ছে ছিল তার দেহ ও কার্তিক পূর্ণ পঞ্চায়েতে অর্থায়নে কোনো কাজ হলে তা বন্ধ করানোর ব্যবস্থা নিচ্ছি প্রতিদিন 20 জন সদস্য বই দায়িত্ব কাজ করবেন গ্রামসভার পক্ষ থেকে।

সভায় আর কোনো আলোচনা না থাকায় সভায় উপস্থিত সিদ্ধান্ত নিল ও প্রধানই গ্রাম সভার সভাপতি সহ সকলকে ধন্যবাদ জ্ঞাপন করলেন।

ধন্যবাদান্তে
সভাপতি :-

অদ্যকার সভায় অংশ গ্রহণ কারী উপস্থিত সদস্যদের স্বাক্ষর :—

১। Rajesh Mandi.		২৯	Achinta Murmu
২। THAKURNATH MANDI		২৮	বিমল মান্ডী
৩। সুনিল হেমব্রম		২৭	Birbal Murmu
৪। বিনোদ হেমব্রম		২৪	Sunil Murmu
৫। Budolheswar Lohar		২৫	Lovi Tudu
৬। Molin Murmu		২৬	GURUPAD MANDI
৭। বাবুরাম বেসরা		২৭	Buchu Mandi
৮। Bibhisan Hansda		২৮	রমেন মুর্মু
৯। Durgadas Mandi		২৯	Rabindranath Besra
১০। হাসিমুর হেমব্রম		৩০	Somnath Mandi
১১। Hazari Mandi		৩১	Biswas Mandi
১২। সুগেন হেমব্রম		৩২	Rabi Lohar
১৩। Jangen tudu		৩৩	শ্যামল মাঝি
১৪। [illegible]		৩৪	LASARAM MANDI
১৫। [illegible] হেমব্রম		৩৫	Sishil Murmu
১৬। [illegible] টুডু		৩৬	Mardem Lohar
১৭। মদন মুর্মু		৩৭	[illegible]
১৮। [illegible] টুডু		৩৮	Balaram Mandi
১৯। [illegible]		৩৯	Ravi Mandi
২০। [illegible] টুডু		৪০	Mahesa Mandi

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৪১. Sayani Mandi
৪২. LIT- Santoramandi
৪৩. [illegible]
৪৪. LIT- Sandimandi
৪৫. Uleswri Hembram
৪৬. [illegible]
৪৭. LIT- Sindu Lohar
৪৮. Sushamoni Mandi
৪৯. Lakshmi Mandi
৫০. LIT- Rashika Mandi
৫১. LIT- [illegible]
৫২. Rupali Mandi
৫৩. LIT- Mutur Mandi
৫৪. Namita Murmu
৫৫. LIT- [illegible]
৫৬. LIT- [illegible]
৫৭. Manika Lohar
৫৮. [illegible]
৫৯. Shyamali Mandi
৬০. LIT- Mayamandi
৬১. [illegible]
৬২. [illegible]
৬৩. LIT- [illegible]
৬৪. [illegible]
৬৫. LIT- [illegible]
৬৬. Shibani Mandi
৬৭. Sonamoi Mandi
৬৮. LIT- [illegible]
৬৯. Champarani Mandi
৭০. [illegible]
৭১. LIT- Kamalamandi
৭২. [illegible]
৭৩. [illegible]
৭৪. [illegible]
৭৫. [illegible]
৭৬. [illegible]
৭৭. LIT- Nilmoni Mandi
৭৮. [illegible]
৭৯. RASHMONI MURMU
৮০. [illegible]
৮১. [illegible]
৮২. [illegible]
৮৩. [illegible]
৮৪. [illegible]
৮৫. Sabani Lohar
Pushpa Lohar
৮৬.
৮৭. Samuntola Lohar
৮৮. Suchitra LOHAR
৮৯. [illegible]
৯০. [illegible]
৯১. LIT- Rebati Lohar
Sudhir Mandi
৯২. LIT- Sohagi Mandi
৯৩. [illegible]
৯৪. LIT- Saromoni Mandi
Krishnamoni Mandi
৯৫. LIT- Shanti Mandi
৯৬. Kajal Lohar

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ENGLISH TRANSLATION OF ANNEXURE A-13

Today, 17.09.2023 a Gramsabha meeting is held at Tanrpania Community Hall under Tanrpania Gramsabha at 11:00 AM. 40 male members and 60 female members of total 125 members of Gramsabha was present in this meeting.

Purpose of this meeting: Initiative to protect our forest area, biodiversity, ecosystem, Jaher Than and cultural places from activities that destroy the ecosystem in the community forest area of our Tanrpania Gramsabha as per Section 5 of Forest Rights Act, 2006.

We have duley informed various government departments about damage to the ecosystem caused by the Thurga Pumped Storage Project (T.P.S.P), and requested to cancel the project. According to Forest Rights Act, before undertaking any project in the community forest area of the gramsabha, have to obtain permission from the members of the gramsabha by giving detail information and result of the project. No permission was taken from our Tanrpania gramsabha. Though the concerned department issued a tender in last June to cut trees and make dam. We have already informed the concerned department to cancel the tender after taking a unanimous decision in the Gramsabha. Although the concerned department and contractors are going to start the work of destroying ecosystem, flora and fauna and cultural heritage by ignoring the legal rights and power of Gramsabha. Section 5 of Forest Rights Act give us rights and power to protect wildlife, biodiversity [Section 5(A)], conservation of water and rivers [Section 5(B), protect our livelihood, culture from destructive activities [Section 5(C)].

As per all these sections and Section 5(D) we are deciding that from today we will observe, if there any destructive activities is occurring in Thurga river, forest, ecosystem and cultural places inside our community forest area of Gramsabha, and

also deciding to stop any such activities in peaceful way. Everyday 20 members of Gramsabha shall perform this patrolling duty.

As there are no more topics of discussion, this meeting is hereby concluded by the president.

100 gramsabha members out of 125 signed/ L.T.I were registered.

ANNEXURE A-14

Below attached photographs shows that the villagers patrolling over the forest.

Date
03.10.2023

District Magistrate Purulia,

ANNEXURE A-15

Subject: Intimation of Gram Sabha Resolution taken on 17.09.23 to conserve biodiversity, catchment area, cultural and natural heritages within the community managed forest area of Ranga- Barelahar, Baruajara-Bandhghutu-Dulgubera,Tarpania Gram Sabha

Respected Sir/Madam,

I beg to state that the members of Ranga- **Barelahar, Baruajara- Bandhghutu-Dulgubera, Tarpania Gram Sabha** have unanimously adopted a resolution to monitor and prevent any activities that may potentially harm the biodiversity, catchment area, natural and cultural

heritages within our community-managed forest area, in accordance with SECTION 5 OF THE FOREST RIGHTS ACT 2006.

We would like to emphasize that no informed consent was ever obtained from the concerned Gram Sabhas regarding the diversion of forest land for the construction of the Turga Pumped Storage Project. We are deeply concerned about the possibility of our forests, biodiversity, catchment areas of Turga Nala, and cultural heritages like **Jaher Than and Marangburu** Hill being submerged and lost. We

Strongly oppose the implementation of the Turga Pumped Storage Project in our community-managed forest area.

We have attached our resolution to this letter for your reference.

Thank you for your attention to this matter.

Sincerely,

Received content but not verified
Head Clerk
Divisional Office
Purulia Division

Copy to -

1. D.F.O PURULIA2 SDO JHALDA
2. T.D.D. WESTBENGAL
3. B.C.W WESTBENGAL Purulia
4. S.L.M.C ON FRA 2006 WB
5. N.C.S.T NEW DELHI
6. N.H.R.C NEW DELHI
7. MOTA NEW DELHI
8. MOEFCC NEW DE

Office of the Dist. Magistrate
RECEIVED
3 - OCT 2023
PURULIA (W.)

RECEIVED
Contents not Verified
03/10/23
For P.O. Cum D.W.O.
BCW, PURULIA

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RETYPED COPY OF LETTER DATED 03/10/2023 (ANNEXURE A-15)

District Magistrate Purulia, 03.10.2023

Subject: Intimation of Gram Sabha Resolution taken on 17.09.23 to conserve biodiversity, catchment area, cultural and natural heritages within the community managed forest area of Ranga. Barslahar,Baruajara-Bandhghutu-Dulgubera, Tarpania Gram Sabha

Respected- Sir/Madam.

I beg to state that the members of Ranga Barelahar, Baruajara- Bandhghtu-Dulgubera, Tarpania Gram Sabha have unanimously adopted a resolution to monitor and prevent any activities that may potentially harm the biodiversity, catchment area, natural and cultural heritages within our community-managed forest area, in accordance with SECTION 5 OF THE FOREST RIGHTS ACT 2006.

We would like to emphasize that no informed consent was ever obtained from the concerned Gram Sabhas regarding the diversion of forest land for the construction of the Turga Pumped Storage Project. We are deeply concerned about the possibility of our forests, biodiversity, catchment areas of Turga Nala, and cultural heritages like Jaher Than and Marangburu Hill being submerged and lost.

We strongly oppose the implementation of the Turga Pumped Storage Project community-managed forest area

We have attached our resolution to this letter for your reference.

Thank you for your attention to this matter.

ANNEXURE A-16

F. No. 23011/11/2022-FRA
(Case No. 22478)
Government of India
Ministry of Tribal Affairs
FRA Division

Gate No. 2, Ground Floor,
Jeevan Tara Building, Parliament Street,
Patel Chowk, New Delhi-110001
Dated 11.10.2023

To

The Principal Secretary/ Secretary,
Government of West Bengal,
Backward Classes Welfare Department,
Adivasi Bhawan, Premises No. 2221,
Action Area-IIIA, Rajarhat- New Town
Kolkata-700156

Subject: Forwarding of a representation of Shri Mangal Murmu, Baruajara Bandhghutu Dulgubera,Ranga Barelahar, Tarpaniya Gramsabha, Ajodhya Pahar, West Bengal.

Sir/Madam,

I am directed to forward herewith a representation dated 28.06.2023 received from Shri Mangal Murmu, Baruajara Bandhghutu Dulgubera, Ranga Barelahar, Tarpaniya Gramsabha, Ajodhya Pahar, Purulia district, West Bengal on the violation of the Consent Mechanism as per FRA (2006) regarding the diversion of forest land for Turga Pumped Storage Project (TPSP).

2. As per the provisions of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, and the rules made thereunder, the implementation of Forest Rights Act (FRA), 2006 is the responsibility of the concerned State Government.

3. You are, therefore, requested to examine the representation and take necessary action in the matter, ensuring proper implementation of various provisions of Forest Rights Act, 2006 regarding the diversion of forest land for Turga Pumped Storage Project (TPSP). An action taken report may please be sent to this Ministry.

Enclosure: As above

Yours faithfully,

(Nadeem Ahmad)
Under Secretary to Government of India
Tel. 011-23343708

Copy to: Shri Mangal Murmu, Baruajara Bandhghutu Dulgubera, Ranga Barelahar, Tarpaniya Gramsabha, Ajodhya Pahar, West Bengal.

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RETYPED COPY OF LETTER DATED 11/10/2023 (ANNEXURE A-16)

To

The Principal Secretary/ Secretary,

Government of West Bengal,

Backward Classes Welfare Department,

Adivasi Bhawan, Premises No. 2221,

Action Area-IIIA, Rajarhat- New Town

Kolkata-700156

Subject: Forwarding of a representation of Shri Mangal Murmu, Baruajara Bandhghutu Dulgubera, Ranga Barelahar, Tarpaniya Gramsabha, Ajodhya Pahar, West Bengal.

Sir Madam,

1. I am directed to forward herewith a representation dated 28 June 2023 received from Shri Mangal Murmu, Baruajara Bandhghutu Dulgubera, Ranga Barelahar, Tarpaniya Gram Sabha. Ajodhya Pahar, Purulia district, West Bengal on the violation of the Consent Mechanism as per FRA (2006) regarding the diversion of forest land for Turga pumped Storage Project (TPSP).
2. As per the provisions of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, and the rules made thereunder, the implementation of Forest Rights Act (IRA), 2006 is the responsibility of the concerned State Government.
3. You are, therefore, requested to examine the representation and take necessary action in the matter, ensuring proper implementation of various provisions of Forest Rights Act, 20006reganling the diversion of forest land for Turga Pumped Storage Project (IPSP). An action, taken report may please be sent to this Ministry.

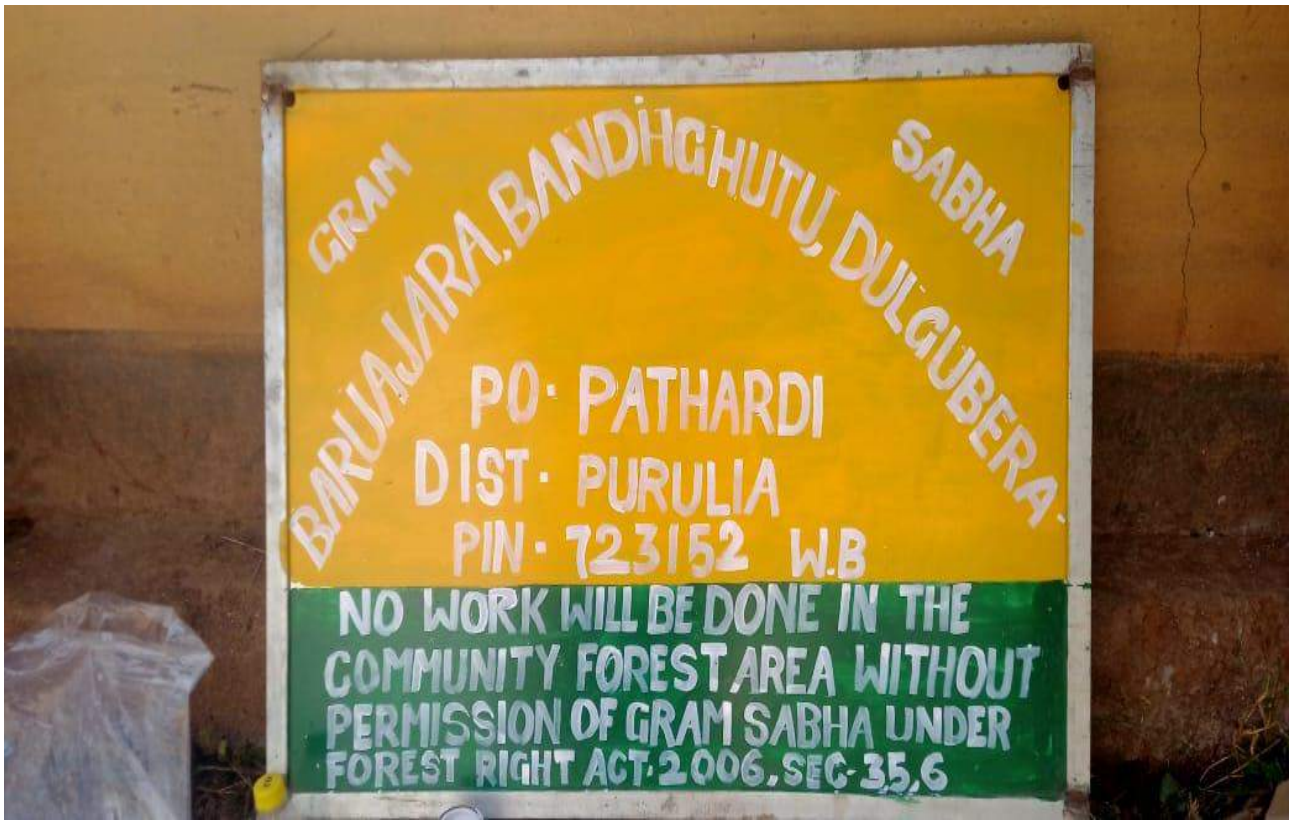
ANNEXURE A-17

Photographs dated 14/11/2023 which shows that the members of twelve Gram Sabhas in the project affected area erected their own boards proclaiming the various rights of the Gram Sabhas to protect, manage and inhabit forest land under Sections 3,5 and 6 of the FRA, 2006

GRAM SABHA
BARUDABARA BANKIGHUTI U.DULGARDIHA
PO: PATHARDI
DIST: PURULIA
PIN NO: 723152
NO WORK WILL BE DONE IN THE COMMUNITY FOREST AREA WITHOUT PERMISSION OF GRAM SABHA UNDER FOREST RIGHT ACT 2006, SEC-6(1)
"আবোওয়া: দিশম আবোওয়া: রাজ"
প্রতিষ্ঠার লক্ষ্যে ভগবান বীরসা মুন্ডার জন্মদিনে প্রতি গ্রামসভায় সাইনবোর্ড স্থাপন কর্মসূচী সফল করুন।
আয়োজনে ঃ- প্রকৃতি বাঁচাও ও আদিবাসী বাঁচাও মঞ্চ।
ব্যবস্থাপনায় ঃ- নিজ নিজ গ্রামসভা।
REDMI NOTE 8 PRO
GULAN MURMU
14/11/2023 16:13

MATKAMDIH GRAM SABHA
P.o.- Ajodhya
Dist.-Purulia, Pin-723152
Permission of Gram Sabha
Right Act.2006. Sec-3.5&6
REDMI NOTE 8 PRO
GULAN MURMU

AJODHYA GRAM SABHA
P.O.- AJODHYA
DIST.- PURULIA ; PIN-723152
NO WORK WILL BE DONE IN THE COMMUNITY
FOREST AREA WITH OUT PERMISSION OF GRAM SABHA
UNDER FOREST RIGHT ACT 2006 ; SEC.3.5&6.
KANKA TOURIST LODGE
KALYAN
REST RESORT
২০২৩
সংশোধনী
REDMI NOTE 8 PRO
GULAN MURMU
14/11/2023 13:48


GRAM SABHA
BARUAJARA, BANDIGHUTU, DULGUBERA
PO· PATHARDI
DIST· PURULIA
PIN· 723152 W.B
NO WORK WILL BE DONE IN THE
COMMUNITY FOREST AREA WITHOUT
PERMISSION OF GRAM SABHA UNDER
FOREST RIGHT ACT·2006, SEC·35,6

ANNEXURE A-18

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
Appellate Side

Present :

The Hon'ble Justice Debangsu Basak.

WP 20576 (W) of 2018
With
CAN 3341 of 2019

Rabi Besra & Ors.
Versus
The State of West Bengal & Ors.

For Petitioners	**:-**	Mr. Amber Majumder, Mr. Santanu Chakraborty.
For Respondent Nos. 8 & 9	:-	Mr. Saptangsu Basu, Sr. Adv., Mr. Debansu Bera, Mr. S. S. Koley.
For Union of India	:-	Mr. N. L. Singhania, Mr. Sankar Sarkar.
Heard On	**:-**	July 2, 2019.
Judgment on	**:-**	**July 2, 2019.**

CAN 3341 of 2019 and WP No.20576(W) of 2018 are taken up together for hearing pursuant to the order dated April 17, 2019.

The petitioners assail the grant of 'in-principle' forest clearance permission and felling of trees in an area which according to the petitioners is a tribal area and a forest land.

Learned Advocate appearing for the petitioners submits that, the petitioners are tribals. They are located in an area which is a tribal and a forest area. The petitioner are entitled to the protection under the provisions of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006. He submits that, the respondent authorities have undertaken a hydel power project in an area which comes within the purview of the Act of 2006. According to him, requisite permission under the Act of 2006 were not obtained by the authorities. The District Magistrate concerned, manufactured documents so as to give it a colour of legality. He draws attention of the Court to the writings of the District Magistrate and the steps taken by the Central Government. He submits that, every step taken by every authority, is contrary to the provisions of the Act of 2006 and at least in non-compliance thereof. Non-compliance are so glaring, that immediate intervention of the Court is required. He submits that, all rights recognised and granted under the Act of 2006 to a tribal is sought to be negated by the actions taken. He seeks appropriate directions from the Court.

Learned senior Advocate appearing for the respondent nos. 8 and 9 submits that, the provisions of the Act of 2006 requires permission of the Gram Sabha and that, resolutions of at least two Gram Sabhas are available on record. It is not the case of the petitioners that, the Gram Sabhas did not grant permissions. His clients are implementing the project. His clients have taken steps pursuant to the project and made over a sizeable portion of the property to Forest Department for afforestation. He relies upon ***(2009) 2 Calcutta High***

Court Notes 379 (Calcutta Swimming Club Versus Lalit Singh and Ors.) and submits that, the petitioners have no cause of action to espouse. The petitioners cannot champion the causes of the others. The petitioners are located in an area which will not be affected by the project. Two petitioners have residential houses in such area. Therefore, at least at the instance of the petitioners, the writ Court need not intervene.

Learned Advocate appearing for the Central Government submits that, the Central Government granted 'in-principle' approval to the project subject to the compliance of the conditions laid down in the letter granting impugned 'in-principle' approval.

None appears for the State despite notice. The State was represented on April 17, 2019 when it was made clear that, the writ petition and the application will be taken up for hearing. The matters appeared yesterday in the cause list when the State did not appear. A request was made to the learned Advocate for the parties to inform the learned counsel for the State about the matter. The Court is informed that, such communication was made by the learned Advocate for the writ petitioners to the learned counsel appearing for the State.

The respondent no.8 is undertaking a hydel power project in an area which admittedly is governed under the Act of 2006. The Act of 2006 recognises the forest rights of forest dwelling Scheduled Tribes and other traditional forest

dwellers. Nothing is on record to suggest that, none of the petitioners before me are not persons who are covered under the Act of 2006. They reside in an area in which the Act of 2006 applies.

The Act of 2006 after recognising forest rights of forest dwelling Scheduled Tribes and other traditional forest dwellers in Section 3 allows diversion of forest land involving felling of trees. The projects are specified in sub-Section (2) of Section 3 of the Act of 2006 where, felling of trees are permissible. Felling trees for a non-conventional source of energy is permissible under the Act of 2006. The project spoken of, contemplated and sought to be implemented by the respondent no.8 can be construed to be a non-conventional source of energy and therefore, coming within the purview of Section 3(2) of the Act of 2006. Section 3 Sub-Section (2) of the Act of 2006 have two provisos. The second proviso require the clearance of the development project which is subject to the condition that the same is recommended by the Gram Sabha. Gram Sabha is defined in Section 2(g) of the Act of 2006. It is as follows:-

> *[2(g). "Gram Sabha" means a village assembly which shall consist of all adult members of a village and in case of States having no Panchayats, Padas, Tolas and other traditional village institutions and elected village committees, with full and unrestricted participation of women.]*

The definition of the Gram Sabha as appearing in the Act of 2006 requires attendance of adult members of the village in a meeting for the purpose

of considering a development project as enumerated under Section 3(2) of the Act of 2006. Admittedly, the project area covers numerous Gram Sabhas. Resolutions of only two Gram Sabhas are on record. The Court is informed that, apart from two Gram Sabhas, there are at least 15 others in the locality. State is not present today. It did not file any affidavit in the writ petition as also in the application for extension of interim order despite directions being given. Central Government also did not file any affidavit. The other respondents have filed their affidavits. Therefore, there is nothing on record to suggest that, resolutions were taken by each and every Gram Sabha affected by the project in terms of Section 3(2) of the Act of 2006 for the authorities to proceed further. The Act of 2006 is such that, a project can only be implemented, if, the procedure laid down under the Act of 2006 is followed. The starting point of the implementation of the project in an area governed by the Act of 2006 is a requisite resolution of the Gram Sabha affected by such project. In the present case, even assuming at the highest, although, the facts are otherwise, that, the two resolutions of the two Gram Sabhas satisfy the tests laid down under Section 3(2) read with Section 2(g) of the Act of 2006, then also, all the Gram Sabhas affected did not take the appropriate resolution under the Act of 2006.

So far as the resolutions of the two Gram Sabhas which are on record are concerned, none of them, satisfies the tests laid down under the Act of 2006. One of the resolutions is unsigned by any villager. The other resolution shows an attendance and does not discuss the number of adults available in the village for the Gram Sabha convened. Requisite notice for convening the Gram Sabha

are absent on record. It cannot be said that, the other resolution of the Gram Sabha which bears the signatures of the villagers were held in accordance with law. In absence of the requisite materials being produced by the State despite opportunities given to the State to do so, the irresistible inference is that, appropriate procedure laid down under the Act of 2006 was not followed for the purpose of convening any meeting of any Gram Sabha of any village affected by the project and that, there does not exist appropriate resolution of the Gram Sabha permitting the implementation of the project on the area coming within the purview of the Act of 2006.

The 'in-principle' approval by the Central Government falls in view of the absence of requisite resolution of the Gram Sabha. It is astonishing that, the Central Government approved the project 'in-principle' without being satisfied as to whether requisite formalities under the Act of 2006 have been complied with or not. As the State Government, the Central Government also did not file any affidavit. However, the Central Government is fortunate to be represented before this Court in course of hearing. The queries raised by the Court towards the Central Government remains unsatisfied. There is no answer to the query as to what documents did the officer granting the 'in-principle' approval consider and whether such officer took into account the provisions of Section 3(2) of the Act of 2006 read with Section 2(g) of the Act of 2006 or not.

A hydel project of the nature contemplated to be implemented is in public interest. However, implementation of such a project in public interest is required to be done, in accordance with law. The law in the present case will

involve the provisions of the Act of 2006. On the materials made available to the Court, the only inference that is possible is that, the provisions of the Act of 2006 were not complied with, in either seeking permission for the project or trying to implement the same.

Calcutta Swimming Club (supra) is of the view that, a plaintiff cannot file a suit alleging that, by the action of the defendant, although none of his rights is infringed will, somebody else's right is going to be affected and such right of the third party should be protected. With respect, in the facts of the present case, the rights of the petitioners will stand affected if, the project is allowed to be implemented in the manner as it is sought to be done now. As tribals living in an area covered under the Act of 2006, the petitioners are entitled to ensure compliance of the provisions of the Act of 2006. It is the contention of the respondent nos.8 and 9 that, the land which the petitioners occupy will not be affected by the project. Again with respect, such a contention cannot be accepted. The petitioners are admittedly residents of an area which will be affected, if not the surroundings, by implementation of the project. Again, in my view, that is no defence to the authorities in not complying with the provisions of the Act of 2006. Any citizen of India is entitled to approach the writ Court to highlight any infraction of law at the instance of an authority within the meaning of Article 12 of the Constitution of India and seek appropriate redress with regard thereto. The petitioners cannot be non-suited on the ground as contended on behalf of the respondent nos.8 and 9. In such circumstances, the

ratio laid down in ***Calcutta Swimming Club (supra)*** is not attracted to the facts scenario of the present case.

There exists an interim order granted while admitting the writ petition.

Since, the writ petition is heard on merits finally, it would be appropriate to quash the decision 'in-principle' approval granted by the Central Government. It is also appropriate to quash the so-called resolutions of the Gram Sabhas and permissions granted by the State Government in implementing the project. This order, however, will not prevent the authorities from taking recourse to the provisions of the Act of 2006 and acting in accordance with law in implementing the project contemplated.

Learned Advocate appearing for the petitioners submits that, the District Magistrate granting such a false certificate should be visited with appropriate punishment in the nature of costs. In the facts of the present case, I am not minded to enter into that arena.

CAN 3341 of 2019 and WP No.20576(W) of 2018 are disposed of.

No order as to costs.

Urgent certified website copies of this order, if applied for, be made available to the parties upon compliance of the requisite formalities.

(Debangsu Basak, J.)

ns.

ANNEXURE A-19

IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE

PRESENT:

HON'BLE JUSTICE SUBRATA TALUKDAR
AND
HON'BLE JUSTICE SAUGATA BHATTACHARYYA

M.A.T. 1156 of 2019
With
CAN 1 of 2019(Old No. CAN 9607 OF 2019)
CAN 2 of 2019(Old No. CAN 10307 OF 2019)
CAN 3 of 2020

WB*SEDCL* & Anr.
vs.
Rabi Besra & Ors.

With

M.A.T. 1396 of 2019
With
CAN 1 of 2019(Old No. CAN 10259 OF 2019)
CAN 2 of 2019(Old No. CAN 10262 OF 2019)

The State of West Bengal
vs.
Rabi Besra

For the Appellants In MAT 1156 OF 2019	:	Mr. L.K. Gupta Mr. Sujit Sankar Koley
For the Appellants In MAT 1396 OF 2019	:	Ld. Advocate General Mr. Subhabrata Datta Ld. Advocate General Mr. Debasish Sarkar

For the UOI In both the appeals	:	Mr. Nandalal Singhania Mr. Sankar Sarkar
For the respondents/ writ petitioner	:	Mr. Ambar Majumder Mr. Ashirbad Sarkar
Heard on	:	30/09/2021
Judgment on	:	23/12/2021

Subrata Talukdar, J: The primary issue in this appeal arising out of the writ petition on the self-same point pertains to the steps taken by the State of West Bengal to submit a proposal to the Central Government seeking prior approval of the latter under Section 2 of the Forest (Conservation) Act, 1980 (for short *the 1980 Act*) for diversion of 234 hectares (234ha) of forest land for construction of the 1000 MW. Turga Pumped Storage Project of the West Bengal State Electricity Development Corporation Limited(for short *SEDCL*), also referred to as the User Agency, in Ayodhya Hills under Purulia Forest Division (for short referred to as the said Project).

Responding to the State's proposal dated 18th September 2017 seeking prior approval of the Central Government (*supra*), by a reply dated 12th April 2018 addressed on behalf of the Ministry of Environment, Forests and Climate Change (MoEF&CC), it was, *inter alia*, stated that the proposal of the State was examined by the Forest Advisory Committee (FAC) constituted by the Central

Government under Section 3 of the 1980 Act. Further, by the said communication dated 12th April 2018, the *In-principle* approval for diversion of 234ha of forest land for the said Project on the basis of the examination of the State's proposal by the FAC was made subject to fulfilment of XL/ 40 (Forty) conditions, as also stated in the letter dated 12th April 2018.

In the light of the aforesaid developments, the writ petitioners, who are three in number and are the respondents in both the appeals, arrived before the Hon'ble Single Bench seeking a writ of *Mandamus* upon the respondent authorities, both State and Centre, not to give any effect or further effect to the *In-principle* approval as granted by the FAC to *the said Project*. The writ petitioners also prayed for a writ of *Mandamus* declaring the Certificate issued by the District Magistrate, Purulia dated 13th of June 2017, *inter alia*, declaring that the work of settlement of rights of Scheduled Tribes and Other Traditional Forest Dwellers *qua the said Project* land has been completed, to be declared *void ab initio*.

By further praying for a writ of *Certiorari,* the writ petitioners urged the Hon'ble Court to call for the records and documents showing compliance of procedure by the Project Authorities of the provisions of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 (for short *the 2006 Act*).

The primary contention of the writ petitioners before the Hon'ble Single Bench in the writ petition being WP No. 20576 (W) of 2018 with its connected

CAN 3341 of 2019 (for short *the said writ petition*) related to non-compliance by the Project Authorities of the provisions of *the 2006 Act* which protect the rights of Scheduled Tribes and Other Traditional Forest Dwellers from being encroached without the authority of law by the Project Authorities. It is submitted on behalf of the writ petitioners/the respondents to both these appeals by Mr. Ambar Majumder, Learned Counsel, that *the 2006 Act* provides for a detailed mechanism to consult the adult members of each village likely to be affected by *the said Project* and referred to as Gram Sabhas.

It is submitted that the DM, Purulia forwarded the certification dated 13th of June 2017 holding that the consultative mechanism provided by *the 2006 Act* has been completed and the Gram Sabhas have given their consent. It has been also certified by the DM, Purulia that no person has been given *patta* under *the 2006 Act* of the land in the project area and no person is in possession of forest land, also in the Project area. It is submitted by the writ petitioners/ the respondents to these appeals that *the 2006 Act*, particularly Section 3 thereof, protects both individual and community forest rights of Scheduled Tribes and Other Traditional Forest Dwellers. Although the procedure for consulting the Gram Sabhas has been clarified by the notices issued by the DM, Purulia to the effect that in compliance of the Scheduled Tribes and Other Traditional Forest Dwellers, (Recognition of Forest Rights Rules), 2008 (for short *the 2008 Rules*), the consultative mechanism in respect of each Gram Sabha within the project area was also initiated, the writ petitioners allege that actually no such consultative mechanism was followed

prior to certifying the project area to be free from encumbrances. It is submitted that while proposing to obtain an *In-principle* approval from the Central Government, the State has been unable to show that the requirement of displacing the forest habitat *qua the said Project* was met by seeking the consent of each Gram Sabha represented by at least fifty percent of its adult population and also the public circulation of the requirement of the forest land for the project amongst the members of each Gram Sabha in a language comprehensible to the villagers.

The State was not represented before the Hon'ble Single Bench at the hearing. Neither did the State file an affidavit-in-opposition to the writ petition.

The User Agency/*SEDCL* and the Union of India were though represented before the Hon'ble Single Bench as respondents to the writ petition.

By a detailed order, the Hon'ble Single Bench noticed the requirement of specific compliance with the provisions of *the 2006 Act*. It was, *inter alia* ,held that there is nothing on record to suggest that resolutions in favour of the said Project were taken by each and every Gram Sabha under Section 3 (2) of *the 2006 Act*. Therefore, in the absence of compliance with the provisions of *the 2006 Act*, the Hon'ble Single Bench quashed the *In-principle* approval granted by the Central Government, also quashing the purported resolutions of the Gram Sabhas and permission granted by the State Government to implement the project.

It was made clear that the Judgement and Order of the Hon'ble Single Bench dated 2nd July 2019 shall not prevent the Project Authorities from taking recourse in accordance with law to *the 2006 Act* for implementing the project.

Aggrieved by the Judgement and Order dated 2nd of July 2019 the State, being one of the implementing Project authorities and the *SEDCL*, being the User Agency for *the said Project*, have filed the instant appeals respectively being MAT 1396 of 2019(*MAT-I*) and MAT 1156 of 2019 (*MAT-II*).

The State appellants represented by the Learned Advocate General and ably assisted by Mr. Subhabrata Datta, Learned Junior Government Advocate, argue that the writ petition is premature since, as on the date of the communication dated 12th April, 2018 from the Centre to the State, the *In-principle* approval conveyed by the FAC stands subject to fulfilment of forty conditions specified in the said communication. It is submitted that in the event if all the conditions are not fulfilled, the *In-principle* approval of the project will lapse.

This Court is taken copiously to the contents of the communication dated 12th April 2018. Reference is drawn to *Condition No. xxiii* of the said conditions. It is submitted that Condition *xxiii* relates to Settlement of the Rights of Scheduled Tribes and Other Traditional Forest Dwellers. It is pointed out that the onus has been placed on the State Government to *complete settlement of rights in terms of the 2006 Act* and providing documentary evidence as

prescribed by the MoEF&CC in support thereof. Such documentary evidence would have to be in compliance with the MoEF&CC's orders dated 3rd August 2009 and 5th July 2013.

Therefore, it is argued that until *Condition No. xxiii* is satisfied and such condition directly relates to the issue of compliance of *the 2006 Act* raised by the writ petitioners before the Hon'ble Single Bench, the said Project can only be approved if all forty Conditions, including *Condition No. xxiii* stand fulfilled.

On the issue of the consultative mechanism *qua* Gram Sabhas stipulated by *the 2006 Act*, State takes the position that out of a total of seventeen villages said to have fallen within the Project area, one village is not within the Project area at all. Of the remaining, eleven villages fall under Ayodhya Gram Panchayat and five within Bagmundi Gram Panchayat. It is submitted that the consultative mechanism envisaged by *the 2006 Act* does not dispense with the role of Gram Panchayats acting as the vehicle for expression of consent by the Gram Sabhas under them.

In addition to the above points, the State takes the point of absence of *locus* of the three writ petitioners to maintain the writ petition at all. On the basis of facts emerging from documents produced at the hearing, the State submits that none of the writ petitioners are either Scheduled Tribes and Other Traditional Forest Dwellers requiring protection under *the 2006 Act*. It is submitted that only one of the writ petitioners is stated to be a resident within the Project area. It is urged that the writ petitioners therefore cannot espouse

any legal right more so, on behalf of others, in respect of whom they (i.e. the writ petitioners) purport to file the writ petition, which is not even filed in representative capacity. Therefore, the State urges that the writ petition ought to have been dismissed *in limine* and this appeal should succeed at the very threshold.

On behalf of the User Agency, i.e. the *SEDCL*, Mr. L.K. Gupta, Learned Senior Counsel appears and takes the point outright that *the said Project* stands outside the purview of Section 3 (2) of *the 2006 Act*. It is argued that Chapter II of Section 3 (1) provides for the Forest Rights of Scheduled Tribes and Other Traditional Forest Dwellers. After such rights are enumerated in Section 3 (1), Section 3 (2) thereafter provides for the Central Government allowing for the diversion of the forest land *notwithstanding* anything contained in *the 1980 Act* connected to certain specific projects/ facilities managed by the Government which involve felling of trees. It is submitted that such facilities/ projects covered by Section 3(2) (*supra*), *inter alia*, relate to non-conventional sources of energy. It is submitted that *the said Project,* being hydel in nature, is a conventional source of energy and hence Section 3(2) stands inapplicable at the threshold.

Since the premise connected to the project itself laid down by Section 3 (2)(*supra*) stands to be inapplicable, its *Provisos* axiomatically stand inapplicable. Specific mention is made by Learned Senior Counsel for *SEDCL* to *Proviso II* requiring the Forest projects to be first recommended by the Gram Sabhas. It is urged that with *the said Project* not falling within the purview of

Section 3(2) at all, the compliance of *Proviso (II)* as raised by the writ petitioners is wholly unnecessary.

Having considered the rival submissions and closely examined the materials placed, this Court arrives at the following findings:

A) That the non-application of Section 3(2) of *the 2006 Act* as raised by Learned Counsel for the User Agency/*SEDCL*/ the appellants in *MAT-II* requires to be first addressed. The premise on which Section 3(2) is based relates to facilities/projects managed by the Government which involve felling of tree which shall not exceed 75 trees per hectare. Therefore there is an arithmetical dimension to the application of 'Section 3(2) in respect of projects/facilities which involve the felling of trees specifically fixed at not exceeding 75 trees per hectare.

B) Keeping such arithmetic in mind *the said Project* area comprises in all 234 hectares. The total number of trees required to be felled for the said Project as recommended by the Conservator of Forests(Central) (pages 224-229 of the State' Paper Book) is 6816. Therefore, on an arithmetical basis, the number of trees required to be felled per hectare of the said Project is approx. 30 – a figure well within the limit of 75 trees per hectare provided by Section3(2).

C) With further regard to the arguments placed by Learned Senior Counsel for the User Agency, the attention of this Court is drawn to the contents of the National Electricity Plan (Vol.-I), Generation, as

issued by the Central Electricity Authority (CEA) Ministry of Power, Government of India in January 2018. Item 5.1 under Chapter 5 reads as follows:

> *"5.1 OPTIONS FOR POWER GENERATION IN INDIA*
> *Coal is the major source for power generation in our country and since Low Carbon Growth Strategey has to be followed, other generation options need to be harnessed in the most optimum manner.*
> *Fuel Options available for Power Generation are:*
> - *Conventional Sources- Coal and Ignite, Hydro, Nuclear natural gas*
> - *Non-Conventional Renewable Energy Sources- Solar, Wind, Biomass, small hydro, tidal, Geothermal, Waste to energy, Hydrogen/fuel cells, etc."*

D) From item 5.1(*supra*) the position stands unassailable that *the said Project* being hydel in nature is a conventional source of energy. Since Section 3(2) of *the 2006 Act* confers blanket clearance to projects involving non-conventional sources of energy, *the said Project* stands admittedly outside the purview of Section 3(2)(*supra*).

E) Moving on from the pure factual indices offered by Section 3(2) of *the 2006 Act*, this Court is required to examine whether the Hon'ble Single Bench was *absolutely* justified in directing the respondenta State/ Central Governmenta/ the User Agency to undertake the process under *the 2006 Act* afresh.

This Court is also required to examine whether having regard to the contents of the communication dated 12th April 2018, particularly *Condition xxiii* thereof disclosing, *inter alia*, that *the said Project* is still at the approval stage, whether the Hon'ble Single Bench was correct in cancelling the exercise outright at this stage.

F) At the heart of the controversy raised by the writ petitioners lies the consultative mechanism *qua* Gram Sabhas. While on the one hand, the writ petitioners insist on disclosure of the complete consultative mechanism in terms of the 2008 Rules attached to *the 2006 Act,* it will not be out of place to also notice the merits of the nature of the consultative exercise disclosed by the State leading up to its recommendation for confirmation of the *In-principle* approval.

G) The State has submitted that the villages within *the said Project* area are part of two Gram Panchayats namely, Ayodhya and Bagmundi. The State has disclosed the assent of the two Gram Panchayats, i.e. Ayodhya and Bagmundi. Now, the definition of Gram Sabha provided under Section 2(g) of *the 2006 Act* reads as follows :

> "*(g) "Gram Sabha" means a village assembly which shall consist of all adult members of a village and in case of States having no Panchayats, Padas, Tolas and other traditional village institutions and elected village committees, with full and unrestricted participation of women;"*

The definition of a Gram Panchayat in the West Bengal Panchayat Act, 1973 (for short, *the 1973 Act*) *vide* Section 4 thereof reads as follows :

> "*Section 4. Gram Panchayat and its constitutions.- (1) For every Gram the State Government shall constitute a Gram Panchayat bearing the name of the Gram. (2) Persons whose names are included in the electoral roll 2 [prepared in accordance with such rules as may be made by the State Government in this behalf and in force on such date as the State Election Commissioner may declare for the purpose of an election] pertaining to the area comprised in the Gram, shall elect by secret ballot at such time and in such manner as may be prescribed, from among themselves such number of members 3 [not being less than five] or 4 [more than thirty] 5 [as the prescribed authority may, having regard to the number of voters in hill areas and other areas and in accordance with such rules as may be made in this behalf by the State Government, determine*
>
> *Provided that seats shall be reserved for the Scheduled Castes and the Scheduled Tribes in a Gram Panchayat, and the number of seats so reserved shall bear, as nearly as may be and in the manner and in accordance with such rules as may be made in this behalf by the State Government, the same proportion to the total number of seats in that Gram Panchayat to be filled up by election as the population of the Scheduled Castes in that Gram or of the Scheduled Tribes in that Gram, as the case may be, bears to the total population of that Gram and such seats shall be subject to allocation by rotation, in the manner prescribed, to such different constituencies having Scheduled Castes or Scheduled Tribes population which bears with the total population in that constituency not less than half of the proportion that the total Scheduled Castes population or the Scheduled Tribes population in that*

Gram, as the case may be, bears with the total population in that Gram:"

The definition of Gram Sabha is provided in Section 2(11a) of the 1973 Act and reads as follows:

"11(a) "Gram Sabha" means a body consisting of persons registered in the electoral rolls pertaining to a Gram declared as such under sub-section (1) of section 3;"

Section 2(10) and Section 2(11) of the said 1973 Act refer to Gram and Gram Panchayat and read as follows :

"(10) "Gram" means an area referred to in section 3;

(11) "Gram Panchayat" means a Gram Panchayat constituted under section 4;"

Finally Section 3 of the 1973 Act defines the area which forms part of a Gram and reads as follows:

"3. Gram. - (1) The State Government may, by notification, declare for the purposes of this Act any mauza or part of a mauza or group of contiguous mauzas or parts thereof to be a Gram: 3 Provided that any group of mamas or parts thereof, when they are not contiguous or have no common boundaries and are separated by an area to which this Act does not extend or in which the remaining sections of this Act referred to in subsection (3) of section 1 have not come into force, may also be declared to be a Gram.

(2) The notification under sub-section (I) shall specify the name of the Gram by which it shall be known and shall specify the local limits of such Gram.

(3) The Slate Government may, after making such enquiry as it may think fit and after consulting the views of the Gram Panchayat or Panchayats concerned, by notification—

(a) exclude from any Gram any area comprised therein; or

(b) include in any Gram any area contiguous to such Gram or separated by an area to which this Act does not extend or in which the remaining sections of this Act referred to in sub-section (3) of section 1 have not come into force; or

(c) divide the area of a Gram so as to constitute two or more Grams, or

(d) unite the area of two or more Grams so as to constitute a single Gram."

H) Therefore, to the mind of this Court from a conjoint reading of the 2006 Act and the 1973 Act the following may be deduced.

That Gram Sabha would mean a village assembly under *the 2006 Act* and, in case of States having no Panchayats, such village assembly shall include other traditional village institutions.

That in the context of a State such as West Bengal, the Gram Sabha, as statutorily defined, essentially indicates an electoral-

cum-geographical area comprising villagers residing in a particular Gram.

That again in the context of the State of West Bengal the statutory administrative unit for every Gram shall be the Gram Panchayat elected on the basis of adult franchise including women.

I) In the light of the discussion at the **Paragraph-F** above, the disclosure by the State of the consent of Ayodhya and Bagmundi Gram Panchayats comprising the villages stated to be within *the said Project* area requires to be tested. It also requires to be tested whether the specific consent mechanism enshrined in the 2008 Rules attached to *the 2006 Act* as also notified by the DM, Purulia at the pre-recommendation stage of *the said Project* stands essentially fulfilled.

It must be also noticed that, as stated in the communication dated 12th of April 2018 the *In-principle* approval is not final but subject to fulfilment of settlement rights as provided by the 2006 Act. Reference may be had to *Condition xxiii* which requires the State Government/User Agency to complete the settlement of rights in terms of *the 2006 Act* and submit documentary evidence thereof. For the benefit of this discussion *Condition XXIII* stands quoted below :

> *"(xxiii). The State Government shall complete settlement of rights, in terms of the Scheduled Tribes and Other*

Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, if any, on the forest land to be diverted and submit the documentary evidence as prescribed by this Ministry in its letter No. 11-9/1998-FC(pt.) dated 03.08.2009 read with 05.07.2013, in support thereof"

J) Accordingly, in terms of *Condition xxiii,* the issue of consent of the Gram Sabhas is still open for scrutiny under Section 2 of *the 1980 Act* by the appropriate authority constituted by the Central Government. It has been clearly conveyed by the communication dated 12th of April 2018 that there shall be no transfer of forest land to the User Agency till formal orders approving the diversion of forest land are issued by the Central Government. In the above view of the matter this Court finds substance in the argument of the State appellants that the writ petition is premature, although at the same time this Court does appreciate that compliance of the terms of *the 2006 Act* pertaining to rights of Scheduled Tribes and Other Traditional Forest Dwellers is an issue which requires scrutiny at the appropriate level.

K) This Court is now also required to notice certain supplementary but important facts.

That it is the second Project of its type in the Purulia region named as the Turga Pumped Storage Scheme. The previous project by the name of Purulia Pumped Storage Scheme is already operational. The

Geological Survey of India had conducted feasibility studies in 1978-1979.

That the Project is suitable for the terrain from the technical point of view.

That the Project is likely to generate permanent/ regular employment for 169 persons and temporary employment for 1890000 persons.

That the Project area also comprises of an Elephant corridor for a herd of around 14 wild elephants. However, the Project work involves minimum to nil displacement of humans, fauna and flora.(Source: Site Inspection Report of the Conservator of Forests (Central); (Pages 224-229 of the State' Paper Book).

It would be not without significance to notice that the above topographical, social, economic and natural facts stood uncontroverted at the hearing.

For the reasons as already stated above in this Judgement and Order, this Court is not persuaded to agree with the finding of the Hon'ble Single Bench that the consultative mechanism involving Gram Sabhas under *the 2006 Act* read with its 2008 Rules has been absolutely subverted.

This Court finds that the consultative mechanism performed and placed by the State requires to be tested at the appropriate level whether reflective of the consent of the minimum required adult members, including women, in villages covered by the *said Project* area.

For the above reasons, the Judgement and Order of the Hon'ble Single Bench dated 2nd July, 2019 directing the process of settlement to be executed afresh stands set aside.

The issue of settlement of rights as recommended by the State shall be now examined at the appropriate level by the Central Government in consonance with the requirement of *Condition xxiii* of the letter dated 12th April 2018. The writ petitioners, or their authorized representative, shall also be entitled to place their presentation before the Central Government, upon being put to prior notice. Needless to add, the other *Conditions* set forth in the letter dated 12th April, 2018 shall also be examined in accordance with law.

M.A.T. 1156 of 2019 with **CAN 1 of 2019(Old No. CAN 9607 of 2019),CAN 2 of 2019(Old No. CAN 10307 of 2019), CAN 3 of 2020** and **M.A.T. 1396 of 2019** with **CAN 1 of 2019(Old No. CAN 10259 OF 2019), CAN 2 of 2019(Old No. CAN 10262 OF 2019)** stand accordingly **disposed of**.

Parties shall be entitled to act on the basis of a server copy of this Judgement and Order placed on the official website of the Court.

Urgent Xerox certified photocopies of this judgment, if applied for, be given to the parties upon compliance of the requisite formalities

I agree.

(Saugata Bhattacharyya, J.) **(Subrata Talukdar, J.)**

BEFORETHENATIONALGREEN TRIBUNAL

Appeal/Application No._____of2024

In re:

SushilMurmu Applicant

VERSUS

UNION OF INDIA and others Defendant/Respondent

KNOW ALL to whom these present shall come that Sushil Murmu, aged about 28 years S/o SomchandMurmu At/Po- Ranga, Dist- Purulia, PS-Baghmundi, , Pin 723152 the above named APPLICANT do hereby appoint (herein after called the advocate/s) to be my/our Advocate in the above noted case authorized :-**AshutoshPadhy**and**Sankar Prasad Pani.Advocates, Plot No 2132/4814 B,Nageswartangi, Bhubaneswar, 751002, O-785/2007, sankarprasadpani@gmail.com, 9437279278.**

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subjectto payment of fees separately for each Court by me/ us. To sign, file verify and present pleadings, appeals cross objections or petitions for execution review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages. To file and take back documents to admit and/or deny the documents of opposite party.

And I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.

And I/We undertake that I / we or my /our duly authorized agent would appear in the Courton all hearings and will inform the Advocates for appearance when the case is called.
And I /we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate, which he shall receive and retain himself.

And I /we the undersigned do hereby agree that in the event of the whole or part of the fee agreed byme/us to bepaid to theAdvocate remainingunpaid heshall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fee is paid. I /we will not be entitled for the refund of the same in any case whatsoever. If the case lasts for more thanthree years, the advocate shall be entitled for additional fee equivalent to half of the agreedfee for every addition three years or part thereof.

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this day of 4th April 2024.

Acceptedsubjectto thetermsoffees.

Advocate Advocate

Client 4/04/2024