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Government of Jammu and Kashmir
Department of Forest, Ecology & Environment
Civil Secretariat, J&K

Consultant (Judicial),
Hon'ble National Green Tribunal,
Principal Bench, New Delhi.

No.FST-Lit/562/2024(7592248)

Dated: 01-04-2025

Subject: Original Application No. 955/2024 titled President, Municipal Committee, Thathri V/s Union Territory of J&K & Ors.

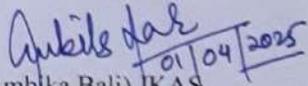
Sir,

Kindly refer the above-captioned matter and the Order dated 19.02.2025, in para 4 of which order, the Hon'ble Tribunal has directed, inter-alia, the Principal Secretary/Additional Chief Secretary, Ministry of Environment Forest and Climate Change, UT of J&K (respondent No.2) to file response within one month and ensure the representation before the Tribunal on the next date of hearing (i.e. 03.04.2025).

In this context, it is submitted that in compliance of the directions of the Hon'ble National Green Tribunal in its Order dated 23.10.2024, filing of reply/response on behalf of Respondent No. 2 was attempted on the e-filing portal of the Hon'ble Tribunal. However, the same could not be achieved due to the portal not responding (screenshot of server not responding is annexed as Annexure R-1). Therefore, alternatively, the reply/response was submitted via e-mail on 26.11.2024 to judicial-ngt@gov.in. (copy/screenshot of e-mail dispatch is annexed as Annexure R-2).

From the foregoing account, it is clear that the respondent had no intention to willfully or otherwise disobey the directions of the Hon'ble Tribunal. The reply/response could not be filed due to technical reasons and not due to deliberate omission on part of the respondent. The reply/response already filed by the respondent is again being uploaded on the e-filing portal of the Hon'ble NGT which may kindly be taken on record and placed before the Hon'ble NGT for its kind consideration.

Yours faithfully,


(Ambika Bali) JKAS

Under Secretary to the Government

Encls: As above.

Copy (with enclosures) to the:-

Shri G.M. Kawoosa, Additional Standing Counsel for Government of UT J&K in Hon'ble National Green Tribunal-Principal Bench, New Delhi, for information and with the request to appear before the Hon'ble NGT on behalf of Respondent No.2 for pleading of the case.

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Government of Jammu and Kashmir
Forest, Ecology and Environment Department
Civil Secretariat, Jammu/Srinagar.

Consultant (Judicial),
Hon'ble National Green Tribunal,
Principal Bench, New Delhi.

No.FST-Lit/562/2024(7592248)

Dated.26-11-2024

Subject: Original Application No. 955/2024 titled President, Municipal Committee, Thathri V/s Union Territory of J&K.

Sir,

With reference to the subject captioned above, I am directed to enclose herewith reply/response on behalf of Respondent No.2 in compliance to the directions passed by the Hon'ble National Green Tribunal in its Order dated 23.10.2024, with the request that the same may kindly be taken on record and placed before the Hon'ble NGT for its kind consideration.

Yours faithfully,

(Vivek Modi)

Special Secretary (Technical)

26/11

Encls:As above.

Copy (with enclosures) to the:-

Shri G.M. Kawoosa, Additional Standing Counsel for Government of UT J&K in Hon'ble National Green Tribunal-Principal Bench, New Delhi, for information and necessary action.

In the matter of: Original Application No. 955/2024 titled President, Municipal Committee, Thathri V/s Union Territory of J&K.

Response on behalf of Respondent No.2 in compliance with the order 23.10.2024 passed by the Hon'ble Tribunal in OA No. 955/2024 titled President, Municipal Committee, Thathri V/s Union Territory of J&K.

May it please Your Lordships,

The answering respondent most humbly submits as under: -

1. That the OA came to be listed on 23.10.2024 and this Hon'ble Tribunal was pleased to pass an order on the aforesaid date, operative part whereof reads as under:-

"1. The Original Application has been registered under Sections 14 and 15 of National Green Tribunal Act, 2010 (hereinafter referred to as 'NGT Act, 2010') in exercise of suo motu jurisdiction in view of the law laid down by Supreme Court in Municipal Corporation of Greater Mumbai vs. Ankita Sinha, (2022) 13 SCC 401 on a letter petition, sent by President Municipal Committee Thathri, District Doda, Jammu & Kashmir, Union Territory on 25.11.2023.

2. Tribunal considered the matter on 12.09.2024 and observed that dumping of muck/debris of under-construction project in river water is a serious environmental violation. In view thereof, Tribunal impleaded following respondents:-

1. Jammu & Kashmir, Union Territory, through Chief Secretary, Government of Jammu and Kashmir, Civil Secretariat, Jammu/Srinagar, Jammu & Kashmir.

2. Principal Secretary/ Additional Chief Secretary, Ministry of Environment, Forest and Climate Change, Civil Secretariat, Jammu/Srinagar, Jammu & Kashmir Union Territory.

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3. **Pollution Control Committee, Jammu & Kashmir, Union Territory, through its Member Secretary, 2nd Floor, S. P. College, Srinagar, Jammu & Kashmir.**

4. **M/s Rattle Hydro Power Project Drabshall, District Kishtwar, Jammu & Kashmir, Union Territory through its Managing Director.**

5. **M/s Megga Engineering and Infrastructure Ltd. 1st Floor, 4, Bhatia Complex, Near Gurdwara, Jammu, Jammu & Kashmir.**

6. **Jammu & Kashmir, Union Territory State Power Development Corporation, 1st Floor, S. S. D. Building, Exhibition Road, Jammu, Jammu & Kashmir and**

7. **National Hydro Power Corporation (NHPC) through its Chairman NHPC Office Complex, Sector 33, Faridabad - 121003, Haryana.**

3. Tribunal also found it appropriate to obtain a factual report and thus constituted a Joint Committee comprising District Magistrate, Kishtwar; Member Secretary, J&K Pollution Control Committee; Integrated Regional Officer, Ministry of Environment, Forest and Climate Change, Jammu; and a representative a Central Pollution Control Board (hereinafter referred to as 'CPCB'), not below the rank of Director.

4. **CPCB was made nodal authority for coordination and compliance.**

5. **Committee was required to submit factual report within one month.**

6. **Learned counsel appearing for CPCB stated that information has been collected and he requires some more time to file report.**

7. **Let report be filed within one month.**

8. **A reply on behalf of respondent 5- M/s Megga Engineering and Infrastructure Ltd has been filed but it nowhere show that muck is being disposed in compliance of Construction and Demolition Waste**

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Rules, 2016. Further, photographs appended to reply shows clearly that the muck is being discharged in river directly and this is a gross violation of environmental laws. Hence, prima facie we are satisfied that here is a case where gross violation of environmental laws is virtually evident from own reply of respondent 5 and further execution of project should be stopped. However before taking such a stringent action, we find it appropriate, and as also requested by learned counsel appearing for respondent 5, to have an additional reply placing its stand in respect of compliance to statutory rules in regard to disposal of muck.

9. Sh. Narender Pal Singh, Advocate has put in appearance on behalf of respondent 4 and 7. He also prays for and allowed a month's time to file reply.

10. No reply has been filed by respondents 1, 2, 3 and 6 and none has also appeared on their behalf. We direct the said respondents to file their response also before the next date failing which we will have to summon Officer In Charge of above respondents in person.

11. List on 27.11.2024."

2. That in compliance with the aforesaid direction of the Hon'ble Tribunal, the matter have been taken up with the Power Development Department, Member Secretary, J&K Pollution Control Committee, Chairman, National Hydro Power Corporation (NHPC), Office Complex, Sector 33, Faridabad, Haryana, Managing Director, J&K State Power Development Corporation, 1st Floor, S.S.D. Building, Exhibition Road, Jammu, Managing Director, M/s Rattle Hydro Power Project Drabshall, District Kishtwar and Managing Director, M/s Megga Engineering and Infrastructure Ltd., Ist Floor, 4, Bhatia Complex, Near Gurdwara, Jammu vide O.M/letters No.FST-Lit/562/2024(7592248) dated 08-11-2024 with the request to furnish reply/response in the matter by or before 13-11-2024. Reminders were also issued on 14-11-2024 and 22.11.2024. Besides, Principal Secretary to the Government, Forest, Ecology & Environment Department also wrote a D.O letter to Principal Secretary to the Government, Power Development Department on 22.11.2024 expressing the urgency involved in the matter and requesting therein an expeditious response in the instant matter. It was further beseeched that a suitable direction to concerned agencies be got issued for sharing response and ATR well before the next date of hearing (copies attached as **Annexure 'A'**).

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3. Accordingly, the reply filed by Managing Director, J&K State Power Development Corporation was shared with this department and the same is reproduced as under (copy attached as **Annexure 'B'**):-

1. That, an MOU was signed between i) The Government of UT of J&K, ii) J&K State Power Development Corporation Limited (JKSPDCL) and iii) National Hydroelectric Power Corporation (NHPC) Limited, on 3rd February 2019 (**Exhibit - 1**) for setting up of a Joint Venture Company (JVC) between NHPC Ltd and JKSPDCL for implementation of 850 MW Ratle HE Project.
2. That, a Supplementary MOU, in modification of the aforementioned MOU dated 3rd February 2019, was signed between i) The Government of UT of J&K, ii) J&K State Power Development Corporation Limited (JKSPDCL) and iii) National Hydroelectric Power Corporation (NHPC) Limited, on 3rd January 2021 (**Exhibit - 2**) for setting up of a Joint Venture Company (JVC) between NHPC Ltd and JKSPDCL for implementation of 850 MW Ratle HE Project.
3. That, pursuant to aforesaid MOU, a Promoter's Agreement was signed between i) The Government of UT of J&K, ii) J&K State Power Development Corporation Limited (JKSPDCL) and iii) National Hydroelectric Power Corporation (NHPC) Limited, on 13th April 2021 (**Exhibit - 3**) for setting up of a Joint Venture Company (JVC) between NHPC Ltd and JKSPDCL for execution of 850 MW Ratle HE Project and thereafter operation of the project, as per the terms agreed thereinto.
4. That Clause 14.2 of the Promoter's Agreement provides as under:-

"The Company shall be bound by the terms and conditions laid down in the Supplementary Memorandum of Understanding signed on 03.01.2021 read with the earlier Memorandum of Understanding signed on February 3, 2019, except those which have been modified/changed in this agreement".

Further, Clause **IX, PROTECTION OF ENVIRONMENT**, of the Supplementary MOU, provides as under:-

"The JVC will comply with all the measures prescribed under the law of the protection of the environment".

5. That as per **Clause 9.7** of the Promoter's Agreement, *"The JVC would comply with the conditions imposed by Government of India from time to time in respect of clearances to the project. It would also comply with conditions imposed by Government*

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of Union Territory of Jammu and Kashmir in respect of clearances to the project”.

6. That, Ministry of Environment and Forests (MOEF), (GOI), vide **No.J-12011/39/2010-IA-1, Dated: 12 December 2012**, issued Environmental Clearance (EC) (**Exhibit – 4**) to 850 MW Ratle HE Project, in the name of GVK Ratle HEPP Limited, subject to the conditions, inter alia, that, “Consolidation and compilation of muck shall be carried-out only in the designated muck dumping sites as submitted in the EIA/EMP report. As per the proposed muck disposal plan, out of 24.4 lakh m³ of muck to be generated due to excavation, about 50% (i.e. 12.2 lakh m³) will be dumped at the designated areas in an allocated area of 30.59 ha. The identified muck dumping sites shall be at-least 30m horizontally away from the edge of the river corresponding to high flood level (HLF)”, and that, “Muck dumping sites should be handed over to Forest Department only after restoration including plantation etc.”.
7. That, MoEF&CC, GOI, vide **F. No. J-12011/39/2010-IA-I, Dated: 27th September 2021**, transferred the aforementioned EC to M/s Ratle Hydroelectric Power Corporation Limited (RHPCL) (**Exhibit – 5**), inter alia, against submission of undertaking by M/s Ratle Hydroelectric Power Corporation Limited (RHPCL) that, “Ratle Hydroelectric Power Corporation Ltd. (RHPCL), a Joint Venture Company of NHPC and JKSPDC, undertakes to comply, w.e.f. 01.06.2021 (date of taking over of the company) to all conditions stipulated in the environmental clearance letter of MoEF&CC no. J-12011/39/2010-IA.I dated 12th December 2012 in favour of the previous owner”.
8. That, the land, acquired by JKSPDC / diverted for project use by the Government of J&K, measuring 567.22 Ha has been handed over to RHPCL. Further, the Government of Jammu & Kashmir vide its Order No:55-JK (PDD) of 2022; Dated:10-05-2022 (**Exhibit – 6**) has accorded sanction to lease out the 289.48 Ha and utilization of the 277.74 Ha out of the said 567.22 Ha of land for development of 850 MW Ratle HEP.
9. That, the aforementioned land measuring 567.22 Ha includes the land measuring 30.59 Ha allocated for muck dumping (**Exhibit – 7**), as per the EC issued by MoEF&CC dated 12.12.2012.
10. That JKSPDC vide letters dated 16.07.2024 and 16.08.2024 (**Exhibit – 8**) apprised J&K Pollution Control Committee (JKPCC) of the pollution caused by construction activities carried out by M/s Megha Engineering and Infrastructure Limited in Ratle HE Project and requested to take necessary steps to secure compliance to terms and conditions of Consent

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to Establish (**Exhibit 1166**) issued by the Committee to the project.

4. Further, Chief Executive Officer, Ratle HPCL, Kishtwar vide e-mail dated 14.11.2024 (copy attached as **Annexure 'C'**) has intimated that:

1. Ratle Hydroelectric Power Corporation Limited (RHPCL) has been incorporated on 01.06.2021 as a Joint Venture Company between NHPC and Jammu & Kashmir State Power Development Corporation Ltd (JKSPDC) with equity shareholding of 51% and 49% respectively (**Annexure-I**). The registered Office of the Company is at NHPC Regional Office, JDA Commercial Complex, Narwal, Jammu (UT of J&K). Presently, RHPCL has been undertaking implementation of 850MW Ratle Hydroelectric Project located in Tehsil-Drabshalla, District Kishtwar of UT of Jammu & Kashmir.
2. The construction of 850 MW Ratle Hydroelectric Project has been awarded on 18.01.2022 to M/s Megha Engineering & Infrastructures Limited (M/s MEIL), Hyderabad, Telangana under EPC (Engineering, Procurement, Construction) Turnkey Execution mode (**Annexure- II**).
3. The EIA studies of Ratle HE Project have been carried out in 2012 by the Consultants namely R. S. Envirolink Technologies Pvt. Limited, Gurugram and accordingly, the EIA & EMP reports of the Project have been prepared by them. Subsequently, the Environment Clearance has been accorded to Ratle HE Project by MoEF&CC vide letter No. J-12011/39/2010-IA.I dated 12.12.2012 and subsequently, transferred in favour of RHPCL vide No. J-12011/39/2010-IA.I dated 27.09.2021 (**Annexure-III**).
4. In compliance to the Environment Clearance (EC) conditions, three (03) designated muck disposal sites (falling under District Kishtwar) stand handed over to M/s MEIL (EPC Contractor) for proper disposal of muck arising out of the construction activities of Ratle HE Project, as detailed below;

Site 1: right bank of river Chenab d/s of proposed Dam with approx. length 1350 m;

Site 2: left bank of river Chenab d/s of proposed Dam with approx. length 1400 m and

Site 3: right bank of Kuligad nalla with approx. length 450 m.


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Details of designated Muck disposal sites

Desription	Area (Ha)	Capacity (Lakh CuM)	Khasra Nos. of land
Muck Disposal site-1 (right bank of river)	14.81	12.8	mentioned site is part of forest land diverted for use vide Government order No. 234-FST of 2012 dated 27.04.2012 and subsequently, forest clearance transferred in favour of RHPCL vide MoEF&CC communication No. 15-01/2021- Jammu dated 08.03.2022
Muck Disposal site-2 (left bank of river)	11.95	7.6	mentioned site falls under Khasra No. 2879/265/185 Min. and 293/232 Min. in village Dugga and said land acquired in 2012 by JKPDC, one of the Promoters of RHPCL
Muck Disposal site-3 (r/b of Kuligad Nalla)	3.82	23.8	Khasra No. 171 Min and 172 Min. in village Khori (land acquired in 2012 by JKPDC, one of the Promoters of RHPCL)
Total	30.58	23.8	

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5. As per the EC conditions, out of 24.4 lakh m³ of muck to be generated due to excavation, about 50% (i.e.12.2 lakh m³) will be utilized for construction purpose and the remaining 12.2 lakh m³ will be dumped at the 3 designated sites, along with consolidation and compilation of dumped muck.
6. Substantial amount of generated muck has been utilized (approx. 6.5 Lakh CuM) by the Contractor M/s MEIL in the construction works, retaining structures, crate works, aggregate/sand processing for concrete works for

- construction of Project Structures/Components etc. (**Annexure-IV**).
7. Further, some part of generated muck (approx. 4.04 Lakh CuM) has been temporarily stacked/utilized by MEIL in the construction area for construction of coffer dykes and to isolate river area for construction of Main Dam, on its both upstream and downstream side, which is one of the essential and very important component of the Project. In this regard, as per the construction Planning, temporarily stacked muck will be relocated for use in the Project construction works after construction of main Dam.
 8. The remaining quantity of muck (approx. 2.26 Lakh CuM) was dumped at designated muck disposal sites (falling under District Kishtwar) as given in EC, on both left and right bank of river Chenab d/s of proposed Dam as mentioned in Para 4.
 9. Subsequently, to avoid any spillage of muck into the river, the dumping of muck on the right bank of river Chenab has been stopped since July 2024. The District Administration has also been informed in this regard (**Annexure-V**). Moreover, it has been assured by MEIL that the portion of muck, spilled if any, at the muck disposal site-1 (right bank) will be retrieved and relocated for further utilization in the construction activities of Project.
 10. On the request of MEIL, Ratle Project has provided an alternative site to MEIL near Joshana village, within the acquired Project land for temporary stacking of muck (approx. 10.0 Ha; Khasra No.317/308/209 Min) (**Annexure-VI**). The said alternative site is far away from river (approx. 8 Kms) and the contractor M/s MEIL has started stacking muck at aforementioned alternative site. The retrieval & relocation of muck from right bank disposal area has already been started by MEIL and approx. 50,000 CuM muck has been relocated to alternative site at Joshana village (**Annexure-VII**).
 11. The Environmental compliance report regarding disposal of muck and other safeguard measures, has been submitted to J&K Pollution Control Committee by MEIL from time to time (**Annexure-VIII**).
 12. The Consent to Establish (CTE) has been granted to Ratle HE Project by J&K Pollution Control Committee vide Order No. PCC/digital/ 24033871690 of 2024 dated 28.05.2024 which is valid upto June 2025 (**Annexure-IX**).
 13. Thathri Town in District Doda of UT of J&K is located almost 4 kms downstream of Ratle Dam site, on left bank of river Chenab and there are no chances of rise in water level or flooding of Thathri town due to construction activities of

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Ratle HE Project, as there is no such obstruction to the flow of water.

14. Moreover, till date, neither any such complaint has been received from any local nor any directions have been received from Doda District Administration regarding damage to the residential structures/ shops situated at Thathri town or any rise in water level caused by the construction activities of Ratle HE Project, as submitted by the Applicant.
15. MEIL has been instructed from time to time by RHPCL for ensuring the strict compliance of the applicable Environmental Laws/ norms during the execution of Project works. MEIL has also been instructed to ensure that the muck and debris arising out of construction activities of Ratle HE Project are dumped only at handed over designated Muck Disposal sites, without any spillage into the river Chenab or any other water body (**Annexure-X**).
16. As submitted by the Applicant regarding construction of concrete wall along both sides of river at Thathri town, it is to submit that all the benefits/grants contained in the approved R&R Plan of Ratle HE Project shall be duly disbursed amongst the lawful beneficiaries and all the activities contained therein shall be implemented through Commissioner R&R of Ratle HE Project (Deputy Commissioner, Kishtwar).
17. As the muck is now being temporarily stacked much away from the river and the water is continuously flowing in the river, as such, there is no threat to the aquatic life in the river.
18. The R&R Package for Ratle HE Project has been approved by GOJK vide Order dated 16.08.2024. The R&R Package, as approved by GOJK, shall be implemented by the Commissioner R&R for Ratle HE Project (Deputy Commissioner, Kishtwar). The necessary funds required for implementation of R&R Package, shall be released by RHPCL, for timely disbursement of benefits/ grants amongst the beneficiaries.
19. MEIL has been directed to ensure that all the environmental safeguard measures are taken, to strictly comply with all the laid down Environmental norms/ guidelines.

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5. Besides above, Member Secretary, J&K Pollution Control Committee vide its reference No. JKPC/Sc./OA-955-2024/1429-33 dated 25-11-2025 (copy attached as **Annexure 'D'**) has submitted that the Compliance Report in the instant matter has been submitted to the Hon'ble National

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Green Tribunal vide office letter No. JKPCC/Sc.OA-955-2024/4041-42 dated 23-11-2024 and copy of report also enclosed for perusal. The same is reproduced as under:-

In compliance to the directions of Hon'ble NGT, all the following members of the joint committee constituted by the Hon'ble NGT, visited the site of the project located on Batote-Kishtwar Highway at Drabshalla, District Kishtwar on 14-10-2024:

1. Sh. Rajesh Kumar Shavan, JKAS, District Commissioner, Kishtwar.
2. Sh. Ghansham Singh, JKAS, Member Secretary, J&K Pollution Control Committee.
3. Dr. Narender Sharma, Scientist 'F'/Director, Central Pollution Control Board, Regional Directorate, Chandigarh.
4. Sh. Khurshid Alam Khan, Scientist C, Sub-Office Jammu, Integrated Regional Officer, Ministry of Environment, Forest and Climate Change, Jammu.

Besides, the members of the joint committee, Tehsildar Kishtwar, Divisional PCC Kishtwar and officers of NHPC, Rattle Hydro Electric Project and representatives of M/s *Megha Engineering and Infrastructure Ltd*, also accompanied the joint committee during the site inspection.

The Joint Committee inspected the dam site and all three designated muck dumping sites outlined in the Environmental Management/Muck Management Plan. The Joint Committee captured photographs during site inspection for inclusion in the factual report.

The Joint Committee after interaction with the concerned officers of the NHPC, Rattle Hydro Electric Project Limited sought following details from M/s Rattle Hydroelectric Power Corporation Limited (RHPCL), M/s Megha Engineering and Infrastructure Ltd (MEIL), Sub Office, MoEF&CC, Jammu, Divisional Officer, Kishtwar, J&K and Tehsildar, Kishtwar, J&K and M/s Megha Engineering and Infrastructure Ltd (MEIL):

- i. Muck Management Plan of the Rattle Hydroelectric Power Project, Kishtwar.
- ii. Copy of Environmental Management Plan submitted by the project proponent for obtaining Environmental Clearance.
- iii. Copy of half-yearly compliance report submitted by the project proponent to MoEF&CC regarding compliance of the conditions of Environmental Clearance.
- iv. Copy of report of verification conducted by MoEF&CC regarding the compliance of the conditions of Environmental Clearance.


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- v. Copy of Consent to Establish (CTE) granted by J&K PCC and violation reported in the past by the Divisional Officer, Kishtwar, J&K PCC along with action taken report.
- vi. Details of land allotted by Revenue Department, Kishtwar to project proponent for muck dumping, as mentioned in the letter petition.
- vii. Status of muck generation and disposal as of October 14, 2024.

The Joint Committee examined and considered the following documents to analyse the facts and arrive at a conclusion for preparing a factual report, for submission to the Hon'ble National Green Tribunal:

- i. Environmental Clearance granted to M/s Ratle HEP (850MW) Project in Kishtwar District of Jammu & Kashmir to M/s GVK Ratle Hydro Electric Project Pvt. Ltd. by MoEF&CC vide No. J-12011/39/2010-IA-1 dated 12-12-2012. The above environmental clearance was later on was transferred in the name of M/s Ratle Hydro Electric Power Corporation by MoEF&CC vide No. J-12011/39/2010-IA.1 dated 27-09-2021.
- ii. Muck Management/Disposal Plan (**MMP**), submitted by the Project Proponent for obtaining Environmental Clearance (EC) from MoEF&CC.
- iii. Environment Management Plan (EMP) submitted by the Project Proponent for obtaining Environmental Clearance (EC) from MoEF&CC.
- iv. Half yearly reports of compliance of the conditions of Environmental Clearance (EC) submitted by the Project Proponent for the period October 2022 to March 2023, April 2023 to September 2023, October 2023 to March 2024 and October 2024.
- v. Compliance verification report of MoEF&CC dated 16-08-2024 w.r.t conditions of Environmental Clearance granted to the Project Proponent.
- vi. Show Cause Notice issued by the MoEF&CC to the Project Proponent for the non-compliances observed during compliance verification inspection vide No. IA-J-11014/257/2024/IA-1/ dated 22-10-2024.
- vii. Letters issued to M/s Megha Engineering and Infrastructure Limited by M/s Ratle Hydroelectric Power Corporation Limited dated 27-09-2022, 07-11-2022 and 26-07-2024 for compliance of

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provisions relating to ecological balance-regarding disposal of muck at only designated sites.

- viii. Directions of the J&K PCC, Jammu vide No. PCC/RDJ/GGC-20/2023/3026-29 dated 18-12-2023 to the General Manager M/s Megga Engineer and Infrastructure Ltd for pressing into service additional water tanker to ensure pollution level under control to kept pollution under control and removal of the dumped muck near the river as also submission of quarterly SMR of air quality, water quality and noise pollution.
- ix. Legal notice issued by the J&K, PCC to CEO M/s Rattle Engineering and Infrastructure Ltd. Kishtwar vide No. PCC/RDJ/GGC-20/N-1/2023/1516-18 dated 07-10-2023 for proper management of retention of muck and installation of latest technology of anti-pollution suppression of high pressure mechanical nozzle machines at 3 to 4 locations on the dust emitting points.
- x. Legal notice issued by the J&K PCC to CEO M/s Rattle Engineering and Infrastructure Ltd. Kishtwar vide No. PCC/RDJ/GGC-20/N-1/2024/1104-1109 dated 26-09-2024 to prevent muck dumping near TRT on the right bank (downstream going into river Chenab in violation of environmental laws.
- xi. Details of the muck generated/utilized in Rattle HE Project till 31-10-2024.

The Joint Committee has submitted a detailed report to the Hon'ble National Green Tribunal through the CPCB, New Delhi being the Co-ordinating agency in terms of the Hon'ble NGT order.

Action Taken by the J&K PCC:

1. Regional Director PCC, Jammu vide No. PCC/RDJ/ GGC-20/2023/3026-29 dated 18-12-2023 directed the General Manager M/s Megha Engineering and Infrastructure Ltd for pressing into service additional water tanker to ensure pollution level under control.
 - i. to ensure that Air Monitoring Stations are established at Construction site/dam site power house area for maintaining the vital parameters.
 - ii. Removal of the dumped muck near the river.
 - iii. Submission of quarterly SMR of air quality, water quality and noise pollution (**copy enclosed as Annexure 1**).

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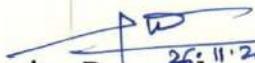
2. Regional Director, PCC Jammu issued legal notice to CEO M/s Rattle Engineering and Infrastructure Ltd. Kishtwar vide No. PCC/RDJ/GGC-20/N-1/2023/1516-18 dated 07-10-2023 for proper management of retention of muck and installation of latest technology of anti-pollution suppression of high pressure mechanical nozzle machines at 3 to 4 locations on the dust emitting points. **(Copy enclosed as Annexure 2).**
3. Regional Director, PCC, Jammu issued legal notice to CEO M/s Rattle Engineering and Infrastructure Ltd. Kishtwar vide No. PCC/RDJ/GGC-20/N-1/2023/3244-46 dated 29-02-2024 for dumping of muck generated from the various constructions activities of the project into the catchment area of Chenab river and ensuring operation of 2 no's of stone crushers with adequate PCDs/PCMs and 3 DG set with proper stack and consent . **(Copy enclosed as Annexure 3).**
4. Regional Director, PCC, Jammu issued legal notice to CEO M/s Rattle Engineering and Infrastructure Ltd. Kishtwar vide No. PCC/RDJ/GGC-20/N-1/2024/1104-1109 dated 26-09-2024 to prevent muck dumping near TRT on the right bank (downstream going into river Chenab in violation of environmental laws). **(Copy enclosed as Annexure 4)**
5. The J&K PCC constituted a committee of officers of J&K PCC for conducting ground assessment of dust pollution and noise pollution caused in Tehsil Drabshalla, District Kishtwar as a result of blasting and other construction activities carried out by M/s Megha Engineering and Infrastructure Ltd in Rattle Hydro Electric Project vide order No. JKPCC/PS/MS/2024/3411-3416 dated 20-06-2024 and the Joint committee submitted its report vide No. PCC/DO/K/24/74-75 dated 10-08-2024 **(Copy enclosed as Annexure 5).**
6. Pursuant to the aforesaid report and recommendations of joint committee, a show cause notice for violation of environmental (Protection) Act 1986, by the MEIL was issued to the Chief Executive Officer, Megga Engineering and Infrastructure Limited to show cause within 15 days as to why legal action as warranted under Environment (Protection) Act 1986 should not be taken against the company vide No. PCC/LSJ/7565667/2024/2581-2585 dated 14-11-2024. **(Copy enclosed as Annexure 6).**
7. Taking cognizance of the report of joint committee constituted by the Hon'ble NGT and J&K PCC, a 3 members committee has been constituted for assessing and computing environmental compensation leviable after ascertaining the period and quantum of violations and furnish report within 15 days vide order No. JKPCC/PS/MS/24/4034-37 dated 23-11-2024. **(Copy enclosed as Annexure 7).**

Based upon the reports about the assessment and computation of environmental compensation and recommendations by the joint committee. Further necessary action in terms of environmental

5
Special Secretary (Tech)
Forest, E&E Department
J&K

1174
protection laws will be taken against the defaulting agencies in a time bound manner.

In the premises, it is, therefore, respectfully prayed that the aforesaid report may kindly be placed before the Hon'ble Tribunal, for its kind consideration.


26.11.2024
Answering Respondent
Special Secretary (Tech)
Forest, E&E Department
J&K

1175

Annexure 'A'



Government of Jammu and Kashmir
Forest, Ecology and Environment Department
Civil Secretariat, Jammu/Srinagar.

MOST URGENT
NGT MATTER

O.M No.FST-Lit/562/2024(7592248)

Dated:08-11-2024

**Subject:- O.A. No.955/2024 titled President, Municipal Committee, Thathri
V/s Union Territory of J&K.**

The undersigned is directed to forward herewith a copy of Order dated 23-10-2024 passed by the Hon'ble National Green Tribunal, Principal Bench, New Delhi in the above titled matter to Principal Secretary to the Government, Power Development Department and to request him to kindly furnish reply/response in the matter to this department **by or before 13-11-2024 positively, treating the matter as "Most Urgent"**.

(Abid Khan) 08/11/2024

Under Secretary to the Government

Principal Secretary to the Government,
Power Development Department

Encls:As above.

1176



Government of Jammu and Kashmir
Forest, Ecology and Environment Department
Civil Secretariat, Jammu/Srinagar.

MOST URGENT
NGT MATTER

Member Secretary,
Pollution Control Committee,
J&K.

No.FST-Lit/562/2024(7592248)

Dated:08-11-2024

**Subject:- O.A. No.955/2024 titled President, Municipal Committee, Thathri
V/s Union Territory of J&K.**

Sir,

I am directed to forward herewith a copy of Order dated 23-10-2024 passed by the Hon'ble National Green Tribunal, Principal Bench, New Delhi in the above titled matter with the request to furnish reply/response in the matter to this department **by or before 13-11-2024 positively, treating the matter as "Most Urgent"**.

Yours faithfully,

(Abid Khan) 08/11/2024

Under Secretary to the Government

Encls:As above.

1177



Government of Jammu and Kashmir
Forest, Ecology and Environment Department
Civil Secretariat, Jammu/Srinagar.

MOST URGENT
NGT MATTER

Chairman,
National Hydro Power Corporation (NHPC),
Office Complex, Sector 33, Faridabad-121003,
Haryana.

Managing Director,
J&K State Power Development Corporation,
1st Floor, S.S.D. Building, Exhibition Road,
Jammu.

Managing Director,
M/s Rattle Hydro Power Project Drabshall,
District Kishtwar.

Managing Director,
M/s Megga Engineering and Infrastructure Ltd.,
1st Floor, 4, Bhatia Complex, Near Gurdwara,
Jammu.

No.FST-Lit/562/2024(7592248)

Dated:08-11-2024

Subject:- O.A. No.955/2024 titled President, Municipal Committee, Thathri V/s UT of J&K.

Sir,

I am directed to forward herewith a copy of Order dated 23-10-2024 passed by the Hon'ble National Green Tribunal, Principal Bench, New Delhi in the above titled matter and request you to kindly furnish a detailed report/response in the matter to this Department **by or before 13-11-2024 positively, treating the matter as "Most Urgent"**.

Yours faithfully,

(Abid Khan) 08/11/2024

Under Secretary to the Government

Encls:As above.

1178



Government of Jammu and Kashmir
Forest, Ecology and Environment Department
Civil Secretariat, Jammu/Srinagar.

MOST URGENT
REMINDER-I

O.M No.FST-Lit/562/2024 (7592248)

Dated:14-11-2024

Subject:- O.A. No.955/2024 titled President, Municipal Committee, Thathri V/s Union Territory of J&K.

The undersigned is directed to refer Principal Secretary to the Government, Power Development Department to this department's O.M of even no. dated 08.11.2024 (copy enclosed) regarding the subject cited above and to say that the requisite reply/response in the matter is still awaited which may kindly be furnished today positively, **treating the matter as "Most Urgent"**.

(Abid Khan) 14/11/2024

Under Secretary to the Government

Principal Secretary to the Government,
Power Development Department

Encls:As above.

1179



Government of Jammu and Kashmir
Forest, Ecology and Environment Department
Civil Secretariat, Jammu/Srinagar.

MOST URGENT
REMINDER-I

Member Secretary,
Pollution Control Committee,
J&K.

No.FST-Lit/562/2024 (7592248)

Dated:14-11-2024

**Subject:- O.A. No.955/2024 titled President, Municipal Committee, Thathri
V/s Union Territory of J&K.**

Sir,

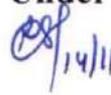
I am directed to refer this department's letter of even no. dated 08.11.2024 (copy enclosed) regarding the subject cited above and to say that the requisite reply/response in the matter is still awaited which may kindly be furnished today positively, **treating the matter as "Most Urgent"**.

Yours faithfully,


(Abid Khan) 14/11/2024

Under Secretary to the Government

Encls:As above.


14/11

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Government of Jammu and Kashmir
Forest, Ecology and Environment Department
 Civil Secretariat, Jammu/Srinagar.

MOST URGENT
REMINDER-I

Chairman,
 National Hydro Power Corporation (NHPC),
 Office Complex, Sector 33, Faridabad-121003,
 Haryana.

Managing Director,
 J&K State Power Development Corporation,
 1st Floor, S.S.D. Building, Exhibition Road,
 Jammu.

Managing Director,
 M/s Rattle Hydro Power Project Drabshall,
 District Kishtwar.

Managing Director,
 M/s Megga Engineering and Infrastructure Ltd.,
 1st Floor, 4, Bhatia Complex, Near Gurdwara,
 Jammu.

No.FST-Lit/562/2024 (7592248)

Dated: 14-11-2024

Subject:- O.A. No.955/2024 titled President, Municipal Committee, Thathri V/s UT of J&K.

Sir/Madam,

I am directed to refer this department's letter of even no. dated 08.11.2024 (copy enclosed) regarding the subject cited above and to say that the requisite reply/response in the matter is still awaited which may kindly be furnished today positively, **treating the matter as "Most Urgent"**.

Yours faithfully,


 (Abid Khan) 14/11/2024
Under Secretary to the Government

Encls:As above.


 14/11

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Government of Jammu and Kashmir
Forest, Ecology and Environment Department
Civil Secretariat, Jammu/Srinagar.

MOST URGENT
NGT MATTER
REMINDERE-II

Member Secretary,
Pollution Control Committee,
J&K.

No.FST-Lit/562/2024 (7592248)

Dated:22-11-2024

**Subject:- O.A. No.955/2024 titled President, Municipal Committee, Thathri
V/s Union Territory of J&K.**

Sir,

I am directed to refer this department's letter of even no. dated 08-11-2024 followed by reminder dated 14-11-2024 (copies enclosed) regarding the subject cited above and to say that the requisite reply/response in the matter is still awaited which may kindly be furnished within two days positively, **treating the matter as "Most Urgent"**.

Yours faithfully,

(Abid Khan) 22/11/2024

Under Secretary to the Government

Encls:As above.

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Government of Jammu and Kashmir
Forest, Ecology and Environment Department
Civil Secretariat, Jammu/Srinagar.

MOST URGENT
NGT MATTER

Chairman,
National Hydro Power Corporation (NHPC),
Office Complex, Sector 33, Faridabad-121003,
Haryana.

Managing Director,
J&K State Power Development Corporation,
1st Floor, S.S.D. Building, Exhibition Road,
Jammu.

Managing Director,
M/s Rattle Hydro Power Project Drabshall,
District Kishtwar.

Managing Director,
M/s Megga Engineering and Infrastructure Ltd.,
1st Floor, 4, Bhatia Complex, Near Gurdwara,
Jammu.

No.FST-Lit/562/2024 (7592248)

Dated:22-11-2024

Subject:- O.A. No.955/2024 titled President, Municipal Committee, Thathri V/s UT of J&K.

Sir,

I am directed to refer this department's letter of even no. dated 08-11-2024 followed by reminder dated 14-11-2024 (copies enclosed) regarding the subject cited above and to say that the requisite reply/response in the matter is still awaited which may kindly be furnished within two days positively, **treating the matter as "Most Urgent"**.

Yours faithfully,

(Abid Khan) 22/11/2024

Under Secretary to the Government

Encls:As above.



सत्यमेव जयते

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Principal Secretary to the Government
Forest, Ecology & Environment Deptt.
Government of Jammu & Kashmir
Civil Secretariat, J&K

Shailendra Kumar, IAS

D.O. No. : FST-Lit/562/2024/7592248

Dated: 22-11-2024

Dear Sh. H. Rajesh Prasad Sahib,

This is in reference to the O.M No. FST-Lit/562/2024 (7592248) dated 08-11-2024 (copy enclosed) regarding furnishing of reply/response in Order of the Hon'ble National Green Tribunal (NGT) dated 23-10-2024 passed in Original Application No.955/2024 titled *President, Municipal Committee, Thathri V/s Union Territory of J&K*. I would like to draw your attention for expediting response in this matter, as the case is scheduled for hearing before the Hon'ble NGT on **27-11-2024**.

Given the urgency of the matter and the upcoming hearing date, a suitable direction to concerned agencies please be got issued for sharing response and ATR well before the next date of hearing so as to avoid any harsh or adverse order.

With regards,

Yours sincerely,

Encl: A/A

(Shailendra Kumar)

Shri H. Rajesh Prasad, IAS.
Principal Secretary to the Government,
Power Development Department,
Civil Secretariat, J&K.

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL (NGT), NEW DELHI.

Original Application No. 955/2024

In The Matter of:

President Municipal Committee Thathri

Vs

Union Territory of J&K & Ors.



REPLY ON BEHALF OF THE RESPONDENTS 1 & 6 (UT OF J&K)

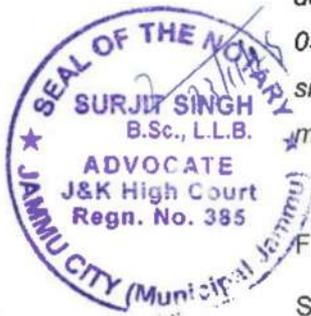
MOST RESPECTFULLY SHEWETH AS UNDER:

1. I, Pankaj Magotra, presently posted as the Managing Director, J&K State Power Development Corporation Limited do hereby solemnly affirm as under:-
2. I say that I have gone through the contents of above OA pending adjudication before this Hon'ble Tribunal & in response to the same, I submit as under:-
3. That, an MOU was signed between i) The Government of UT of J&K, ii) J&K State Power Development Corporation Limited (JKSPDCL) and iii) National Hydroelectric Power Corporation (NHPC) Limited, on 3rd February 2019 (**Exhibit - 1**) for setting up of a Joint Venture Company (JVC) between NHPC Ltd and JKSPDCL for implementation of 850 MW Rattle HE Project.
4. That, thereafter, a Supplementary MOU, in modification of the aforementioned MOU dated 3rd February 2019, was signed between i) The Government of UT of J&K, ii) J&K State Power Development Corporation Limited (JKSPDCL) and iii) National Hydroelectric Power Corporation (NHPC) Limited, on 3rd January 2021 (**Exhibit - 2**) for setting up of a Joint Venture Company (JVC) between NHPC Ltd and JKSPDCL for implementation of 850 MW Rattle HE Project.


 Managing Director
 Jammu & Kashmir State Power
 Development Corporation Limited

5. That, pursuant to aforesaid MOU, a Promoter's Agreement was signed between i) The Government of UT of J&K, ii) J&K State Power Development Corporation Limited (JKSPDCL) and iii) National Hydroelectric Power Corporation (NHPC) Limited, on 13th April 2021 (**Exhibit - 3**) for setting up of a Joint Venture Company (JVC) between NHPC Ltd and JKSPDCL for execution of 850 MW Rattle HE Project and thereafter operation of the project, as per the terms agreed thereinto.

6. That Clause 14.2 of the Promoter's Agreement provides as under:-
"The Company shall be bound by the terms and conditions laid down in the Supplementary Memorandum of Understanding signed on 03.01.2021 read with the earlier Memorandum of Understanding signed on February 3, 2019, except those which have been modified/changed in this agreement"



Further, Clause IX, (PROTECTION OF ENVIRONMENT) of the Supplementary MOU, provides as under

"The JVC will comply with all the measures prescribed under the law of the protection of the environment"

7. It is submitted that Clause 9.7 of the Promoter's Agreement, provides as under

"The JVC would comply with the conditions imposed by

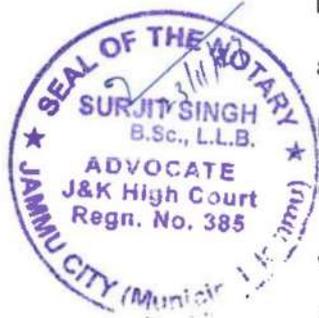
*Managing Director
Jammu & Kashmir State Power
Development Corporation Limited*

Government of India from time to time in respect of clearances to the project. It would also comply with conditions imposed by Government of Union Territory of Jammu and Kashmir in respect of clearances to the project"

8. That, Ministry of Environment and Forests (MOEF), (GOI), vide No. J-12011/39/2010-IA-1, Dated: 12 December 2012, issued Environmental Clearance (EC) (**Exhibit - 4**) to 850 MW Rattle HE Project, in the name of GVK Rattle HEPP Limited, subject to the conditions, inter alia, that,
"Consolidation and compilation of muck shall be carried-out only in the

designated muck dumping sites as submitted in the EIA/EMP report. As per the proposed muck disposal plan, out of 24.4 lakh m³ of muck to be generated due to excavation, about 50% (i.e. 12.2 lakh m³) will be dumped at the designated areas in an allocated area of 30.59 ha. The identified muck dumping sites shall be at-least 30m horizontally away from the edge of the river corresponding to high flood level (HLF)", and that, "Muck dumping sites should be handed over to Forest Department only after restoration including plantation etc."

9. That, MOEF&CC, GOI, vide F. No. J-12011/39/2010-IA-I, Dated: 27 September 2021, transferred the aforementioned EC to M/s Ratle Hydroelectric Power Corporation Limited (RHPCL) (**Exhibit – 5**), inter alia, against submission of undertaking by M/s Ratle Hydroelectric Power Corporation Limited (RHPCL) that, "Ratle Hydroelectric Power Corporation Ltd. (RHPCL), a Joint Venture Company of NHPC and JKSPDC, undertakes to comply, w.e.f. 01.06.2021 (date of taking over of the company) to all conditions stipulated in the environmental clearance letter of MOEF&CC no. J-12011/39/2010-IA.I dated 12th December 2012 in favour of the previous owner".
10. That, the land, acquired by JKSPDC / diverted for project use by the Government of J&K, measuring 567.22 Ha has been handed over to RHPCL. Further, the Government of Jammu & Kashmir vide its Order No:55 – JK (PDD) of 2022; Dated: 10 – 05 – 2022 (**Exhibit – 6**) has accorded sanction to lease out the 289.48 Ha and utilization of the 277.74 Ha out of the said 567.22 Ha of land for development of 850 MW Ratle HEP.
11. That, the aforementioned land measuring 567.22 Ha includes the land measuring 30.59 Ha allocated for muck dumping (**Exhibit – 7**), as per the EC issued by MoEF&CC dated 12.12.2012.
12. That JKSPDC vide letters dated 16.07.2024 and 16.08.2024 (**Exhibit – 8**) have already apprised J&K Pollution Control Committee (JKPCC)




 Managing Director
 Jammu & Kashmir State Power
 Development Corporation Limited

of the pollution caused by construction activities carried out by M/s Megha Engineering and Infrastructure Limited in Ratle HE Project and requested to take necessary steps to secure compliance to terms and conditions of Consent to Establish (Exhibit - 9) issued by the Committee to the project.

Therefore, the Government of UT of J&K (Respondent 1) and the JKSPDC (Respondent 6) having earnestly performed the obligations cast upon them with regard to 850 MW Ratle HE Project, it is humbly prayed that the present reply of Government of UT of J&K and JKSPDC may be taken on record and be dropped from the array of the respondents.



DEPONENT
Managing Director
Jammu & Kashmir State Power
Development Corporation Limited

VERIFICATION:

Verified that the contents of above reply are true and correct to the best of my knowledge and belief and nothing material is concealed therefrom.



DEPONENT
Managing Director
Jammu & Kashmir State Power
Development Corporation Limited



Execution Admitted Hence Attested

NOTARY PUBLIC
23/11/27



Exhibit 1

H 937567

MEMORANDUM OF UNDERSTANDING

For Execution of Ratle Hydro Electric Project (850 MW) in Chenab River Basin of Jammu & Kashmir

This Memorandum of Understanding is made on this 3rd day of February, 2019 among:

Hon'ble Governor of Jammu & Kashmir State through Commissioner / Secretary to Government, Power Development Department, Government of Jammu and Kashmir (GoJK) which expression shall include his successor and assign(s) of the first part;

Jammu and Kashmir State Power Development Corporation Limited (JKSPDC), a company incorporated under the Companies Act, 1956 having its registered office at Exhibition Ground, Srinagar – 190001; through its Managing Director, which expression shall include his successors, executors, administrators and assign(s) of the second part;

NHPC Ltd., a company incorporated under the Companies Act, 1956 and also a Generating & Power Trading company within the meaning of the Electricity Act, 2003, having its registered office at NHPC Office Complex, Sector – 33, Faridabad, Haryana 121003; through its Chairman and Managing Director, which expression shall include his successors, executors, administrators and assign(s) of the third part; and

Whereas, the Government of Jammu & Kashmir is committed to harnessing the hydroelectric potential of Chenab River through Ratle Hydro Electric Project (850 MW), in the Chenab River Basin in accordance with the provisions of Indus Waters Treaty; and

Whereas, the Ministry of Power, Government of India (GoI) is keen to add new power generation capacity with a view to meeting the gap between the demand and supply in the country; and

Whereas, in order to achieve the objective of increasing the power generation capacity, the Government of Jammu & Kashmir has proposed to develop Ratle Hydro Electric Project (850 MW), hereinafter referred to as the 'Project' through a Joint Venture Company (JVC) to be set up between the JKSPDC and NHPC under the Companies Act, 2013; and

Whereas, JKSPDC and NHPC have accepted the proposal of the Government of Jammu & Kashmir,

Now, therefore, this Memorandum of Understanding among the GoJK, JKSPDC and NHPC sets out the rights and obligations of the parties to construct, commission and operate the Project through a Joint Venture Company (JVC) as under:

I. SETTING UP OF THE JVC

- (a) A Joint Venture Company (JVC) under the Companies Act, 2013 shall be set up in J&K between JKSPDC and NHPC to implement the Project in accordance with the terms and conditions agreed herein, after obtaining approval from the Government of India (GoI) and from the Government of Jammu & Kashmir (GoJK).
- (b) Detailed modalities shall be worked out separately as would be mutually acceptable to both the parties. However, NHPC shall have the share of not less than 51% and JKSPDC shall have the share of not more than 49% of the total shareholding in the JVC.
- (c) For the initial 5 years from Date of Commercial Operation (COD), NHPC shall retain its equity in the JVC. From end of 5th year onwards NHPC's Equity shall be purchased by JKSPDC in 15 yearly equal instalments. NHPC's Equity will be reduced to Nil in 20 years from the date of COD and JKSPDC will own the Project fully, thereafter.

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- (d) Purchase of equity by JKSPDC from the NHPC should be at the book value of shares so that the NHPC receives the buyback price based on the PAR value of equity shares plus pro-rata share in the retained earnings.
- (e) The recouping of loss of Return on Equity (ROE) till COD shall be payable to NHPC. The rate of return on equity for the purpose of calculating loss on account of equity invested by NHPC during construction shall be as mutually agreed.
- (f) The JVC will not be under obligation to bear any cost arisen from any arbitral/contractual liability pending against the project prior to its takeover by the JVC from JKPDD.
- (g) The timely and pari passu contribution towards their share of equity shall be the responsibilities of the parties to this MoU. Whereas, GoJK/ JKSPDC shall either provide equity from their internal resources or arrange the grant from GoI, for the equity portion of GoJK / JKSPDC, in the Joint Venture Company. Whereas, NHPC shall invest the equity from its Internal Resources (IR).
- (h) The GoJK shall make available unencumbered land as may be required for the project being taken up by the JVC, to the JVC on leasehold basis as per the land laws applicable to the State of Jammu & Kashmir from time to time, through transfer or acquisition, including compulsory acquisition. There shall be no revision in the cost of land and related compensation etc. except in case when such increase is as per the directions of the court.
- (i) In accordance with the extant National Hydro Policy of the GoI, the GoJK is entitled to have 12% free power and additional 1% free power for the Local Area Development Fund (LADF), however, to make the Project viable, GoJK has agreed to provide exemptions for free power, water cess and local taxes including SGST as per mutually agreed terms and conditions.
- (j) As per the norms of GoI for power allocation the GoJK shall be entitled to have first right of refusal for purchase of power from the JVC in proportion to the share of JKSPDC, in the equity of the JVC at the price determined as per regulatory norms.

- (k) The cost of work done on the project at the time of its taking over as assessed by IIT Delhi, who have already been appointed by the GoJK, shall only be booked to the JVC.
- (l) The project cost shall be worked out as per DPR as concurred by the Central Electricity Authority.

II. RIGHTS AND OBLIGATIONS OF THE GOVERNMENT OF JAMMU & KASHMIR/JKSPDC

- (a) The Revenue receipts on account of sale of timber, royalty on river bed materials etc. arising as a result of the submergence of the area by the Project shall accrue to GoJK.
- (b) The Rights in fisheries, navigation, exploitation of tourism potential etc. in respect of the ponds created by the Project shall vest with the GoJK.
- (c) The GoJK shall not dilute its equity until the sub-debt is serviced by the JVC.
- (d) The modalities of power evacuation system shall be decided by the Board of the JVC, the GoJK shall facilitate the same.

III. MANPOWER REQUIREMENT

The staff for Rehabilitation and Resettlement (R&R) activities shall be deputed by GoJK to JVC and the remaining staff to the JVC shall be provided in the following manner:

- (a) Group A&B staff in the JVC shall be deployed by way of the deputation from NHPC, JKSPDC/Departments of GoJK equally or through recruitment by the JVC as per DPE norms, if applicable.
- (b) Eighty percent (80%) of Group C&D staff in JVC shall be permanent Residents of J&K State subject to their suitability, availability and eligibility. Out of this, ten percent (10%) of the staff shall be recruited from Project Affected Families (PAF), subject to suitability, availability and eligibility.
- (c) The change in manpower of NHPC in Group A, B, C and D shall be as mutually agreed after change in equity proportion of NHPC.

- (d) For the jobs created through the project, after providing suitable training and skill development in the required field, provision shall be made for employment at a rate not lower than the minimum wages admissible.

IV. RIGHTS AND OBLIGATIONS OF THE JVC

- (a) Without prejudice to GoJK land laws, the JVC shall have exclusive rights over the Project.
- (b) The design, construction and operation of the Project would be as per provisions of the Indus Waters Treaty. The JVC shall also render all assistance needed by the Government of India in view of the provisions of the Treaty.
- (c) The JVC would comply with conditions imposed by the Government of India from time to time in respect of clearances to the Project. It would also comply with conditions imposed by GoJK in respect of clearances to the Project.

V. JOINT RESPONSIBILITY OF THE GoJK AND JVC TOWARDS THE R&R AND OTHER WORKS

- (a) The work of R&R of the oustees of the Project would be the joint responsibilities of the JVC and GoJK. The entire expenditure incurred on this account would be borne by the JVC. The benefits shall be extended in accordance with the approved R&R Plan for the Project, however, its rates shall be as provided in the case of Kishanganga HE Project of NHPC. The GoJK would provide staff on deputation to enable the JVC to carry out this task.
- (b) The government of J&K / JKSPDC shall facilitate the transfer of all clearances from the Government of India and State Government as would be mandatory for the Project implementation, in favour of JVC.
- (c) The security arrangements for the Project areas shall be looked after by the GoJK. However, specific security arrangements for guarding the Project sites, temporary and permanent installations etc. shall be made by the JVC.

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VI. MODE OF IMPLEMENTATION

- (a) The Board of Directors of JVC will have equal representation from NHPC and JKSPDC / GoJK. The Chairman of the Board of Directors shall be a non-executive professional, who shall be appointed by GoJK in consultation with NHPC.
- (b) The Chief Executive Officer (CEO) shall be responsible for the day to day management of the JVC. The post of CEO shall be below board level and shall be held by nominee of NHPC.
- (c) The management structure of the JVC shall be as mutually agreed.
- (d) Any change in the structures of the management of the JVC which is mutually agreed by the parties shall not have an impact on the ongoing activities of the Project.
- (e) The JVC shall endeavour to complete the Project within the time schedule approved by the Government of India and the time schedule will commence from the date of accord of approval subject to acquisition of land and obtaining all statutory clearances.
- (f) The head office / registered office of JVC shall be in the State of Jammu & Kashmir.

VII. FUNDING ARRANGEMENT

- (a) The Project shall be financed through a debt and equity mix of 70:30.
- (b) The GoJK/ JKSPDC shall provide equity either from their internal resources or arrange grant from GoI, for the equity portion of GoJK / JKSPDC, in the Joint Venture Company. Whereas, NHPC shall invest the equity from its Internal Resources (IR).
- (c) The GoJK shall take up with GoI to provide Subordinate Debt of appropriate amount to improve the viability of the Project, at suitable terms and conditions.



- (d) The JVC shall meet its other financial requirements on its own without the cost to the parties. It shall not be obligatory on the part of the parties to give any guarantee and security for raising of funds by JVC. The financial liabilities of the parties shall be limited only to the extent of their respective shareholding in the JVC.

VIII. LEASEHOLD RIGHTS

The leasehold rights of the land required for the Project, against payment and land revenue as fixed by State Government, shall be granted for a period of 40 years in accordance with State Laws.

IX. PROTECTION OF ENVIRONMENT

The JVC will comply with all measures prescribed under the law for the protection of the environment.

X. MONITORING

The implementation of this MOU will be monitored by a Committee comprising of a representative each from Ministry of Power, Government of India, GoJK, NHPC and JKSPDC.

XI. MISCELLANEOUS

- (a) Any other matter not included in this MOU which is necessary for the smooth functioning of the JVC will be finalized by NHPC, JKSPDC, GoJK on mutually agreed terms and conditions.
- (b) Through this Memorandum of Understanding, all the parties affirm their commitment to fulfil and achieve the objectives mutually agreed upon in this Memorandum of Understanding.
- (c) This Memorandum of Understanding shall remain valid for a period of two years from the date of its signing or until the formation of JVC, whichever is earlier.

Page 13

(d) In the event of any dispute or difference relating to the interpretation and application of the provisions of this MOU, such dispute or difference shall be resolved by mutual discussion between the Ministry of Power, Gol and GoJK.

Signed this day the 3rd February, 2019 at Jammu.

For and on the behalf of
**Jammu and Kashmir State Power
Development Corporation Ltd**


(Hirdesh Kumar), IAS
Managing Director,
Jammu and Kashmir State Power
Development Corporation Ltd

For and on the behalf of
NHPC Ltd


(Balraj Joshi)
Chairman & Managing Director,
NHPC Ltd

For and on the behalf of
The Governor of Jammu & Kashmir


(Hirdesh Kumar), IAS
Commissioner / Secretary to
Government of Jammu & Kashmir
Power Development Department



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Jammu and Kashmir

Exhibit 2

e-Stamp

Certificate No. : IN-JK00767441896756S
Certificate Issued Date : 24-Dec-2020 05:01 PM
Account Reference : NEWIMPACC (SV)/ jk12519204/ JAMMU/ JK-JM
Unique Doc. Reference : SUBIN-JKJK1251920401426852280697S
Purchased by : Sanjeev Arora
Description of Document : Article 4 Affidavit
Property Description : Supplementary MOU for Ratle
Consideration Price (Rs.) : 0
 (Zero)
First Party : JKSPDC AND JKPDD
Second Party : NHPC LTD Faridabad
Stamp Duty Paid By : JKSPDC AND JKPDD
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Rajesh Kohli
 RAJESH KOHLI
 Stamp Vendor
 Licence No. 310

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SUPPLEMENTARY
MEMORANDUM OF UNDERSTANDING

For Execution of Ratle Hydro Electric Project (850 MW)
 in Chenab River Basin of Jammu & Kashmir

W *May*

RS 0002857943

Statutory Alert:

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

This Supplementary Memorandum of Understanding in modification of earlier Memorandum of Understanding of 3rd February, 2019 is signed on this 3rd day of January, 2021 among:

Hon'ble Lieutenant Governor of Union Territory of Jammu & Kashmir, for and on behalf of the President of India, through Principal Secretary to Government, Power Development Department, Government of Union Territory of Jammu and Kashmir which expression shall include his successor and assign(s) of the first part;

Jammu & Kashmir State Power Development Corporation Limited (JKSPDCL), a company incorporated under the Companies Act, 1956 having its registered office at Exhibition Ground, Srinagar – 190001; through its Managing Director, which expression shall include his successors, executors, administrators and assign(s) of the second part;

National Hydroelectric Power Corporation (NHPC) Ltd., a company incorporated under the Companies Act, 1956 and also a Generating & Power Trading company within the meaning of the Electricity Act, 2003, having its registered office at NHPC Office Complex, Sector – 33, Faridabad, Haryana 121003; through its Chairman and Managing Director, which expression shall include his successors, executors, administrators and assign(s) of the third part; and

Whereas, a Memorandum of Understanding (MoU) was signed on 3rd day of February, 2019 amongst the then Government of Jammu & Kashmir (GoJK), JKSPDCL and NHPC Ltd. for "Execution of Rattle Hydro Electric Project (850 MW) in Chenab River Basin of Jammu & Kashmir" and which shall form **Appendix-I** to this Supplementary Memorandum of Understanding ; and

Whereas, the Public Investment Board(PIB) in its meeting held on 07.09.2020, for considering approval for implementation of Rattle HE Project (850 MW), Government of Union Territory of Jammu and Kashmir, has *interalia* recommended the implementation of the Project through Joint Venture mode wherein the share of NHPC in the Joint Venture shall not be brought below 51% and share of JKSPDCL shall not be brought below 49% due to strategic considerations; and



Whereas, the minutes of PIB meeting issued by Ministry of Finance vide O.M. dated 28.09.2020 shall form **Appendix-II** to this Supplementary Memorandum of Understanding.

Now, therefore, this Supplementary Memorandum of Understanding among the Government of Union Territory of Jammu and Kashmir, JKSPDCL and NHPC sets out the following modifications clause by clause in the Memorandum of Understanding signed on 03.02.2019:-

I. SETTING UP OF THE JOINT VENTURE COMPANY (JVC)

Clause (a) :Substituted by:-

A Joint Venture Company (JVC) under the Companies Act, 2013 shall be set up in Union Territory of Jammu and Kashmir between JKSPDCL and NHPC Ltd. to implement the Project in accordance with the terms and conditions agreed herein, after obtaining approval from the Government of India (GoI) and from the Government of Union Territory of Jammu and Kashmir. The JVC shall be incorporated under the name Jammu Hydroelectric Power Corporation Limited

Clause(b) :Substituted by:-

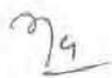
The equity share of NHPC Ltd. in the JVC shall not be brought below 51% and equity share of JKSPDCL shall not be brought below 49%.

Clause(c) :Deleted

Clause(d): Deleted

Clause(e): Deleted

Clause(f):(No change)

The JVC will not be under obligation to bear any cost arisen from any arbitral/contractual liability pending against the project prior to its takeover by the JVC from JKPDD.

Clause (g): Substituted by:-

The timely and pari passu contribution towards their share of equity shall be the responsibilities of the parties to this Memorandum of Understanding .

Clause(h): Substituted by:-

The Government of Union Territory of Jammu and Kashmir shall make available unencumbered land as may be required for the project being taken up by the JVC, to the JVC on leasehold basis as per the land laws applicable to the Union Territory of Jammu & Kashmir from time to time, through transfer or acquisition, including compulsory acquisition. There shall be no revision in the cost of land and related compensation etc. except in case when such increase is as per the directions of any court, tribunal or statutory authority.

Clause(i):Substituted by:-

In accordance with the extant National Hydro Policy of the Gol, the Government of Union Territory of Jammu and Kashmir is entitled to have 12% free power and additional 1% free power for the Local Area Development Fund(LADF), however, to make the Project viable, Government of Union Territory of Jammu and Kashmir has agreed to provide exemption for free power in a decremental manner (i.e the free power to the Government of Union Territory of Jammu and Kashmir would be 1% in the first year after the Commercial Operation Date (COD) rising 1% per year to 12% in the 12th year), exemption of water cess for 10 years from the Commercial Operation Date and local taxes including reimbursement of SGST during the construction period.



Clause(j):Substituted by:-

The Government of Union Territory of Jammu and Kashmir shall be entitled to have first right of refusal for purchase of power from the JVC in proportion to the share of JKSPDCL, in the equity of the JVC at the price determined as per regulatory norms.

Clause(k):Substituted by:-

The cost of work done on the project at the time of its taking over as assessed by IIT Delhi, who have already been appointed by the then GoJK, shall be booked to the JVC.

Clause(l):Deleted

**II. RIGHTS AND OBLIGATIONS OF THE GOVERNMENT
 OF UNION TERRITORY OF JAMMU & KASHMIR /
 JKSPDCL**

Clause(a): Substituted by:-

The Revenue receipts on account of sale of timber, royalty on river bed materials etc. arising as a result of the submergence of the area by the Project shall accrue to Government of Union Territory of Jammu and Kashmir.

Clause(b):Substituted by:-

The Rights in fisheries , navigation, exploitation of tourism potential etc in respect of the ponds created by the Project shall vest with the Government of Union Territory of Jammu and Kashmir.

Clause(c):Deleted

Clause(d):Substituted by:-

The scope and cost of power evacuation is not part of the project cost as reflected in the PIB note. The modalities of power evacuation system shall

  
 5

be decided by the Board of JVC as per the extant guidelines; UT of GOJK shall facilitate the same.

III. MANPOWER REQUIREMENT

Substituted by:-

The staff for Rehabilitation and Resettlement (R&R) activities shall be deputed by Government of Union Territory of Jammu and Kashmir to JVC and the remaining staff to the JVC shall be provided in the following manner:

Clause(a):Substituted by:-

Group A&B staff in the JVC shall be deployed by way of the deputation from NHPC, JKSPDCL/Departments of Government of Union Territory of Jammu and Kashmir equally or through recruitment by the JVC as per DPE norms, if applicable.

Clause(b):Substituted by:-

Eighty percent (80%) of Group C&D staff in JVC shall be domiciles of Union Territory of Jammu and Kashmir subject to their suitability, availability and eligibility. Out of this, ten percent (10%) of the staff shall be recruited from Project Affected Families (PAF), subject to suitability, availability and eligibility.

Clause (c):Deleted.

Clause(d): (No change)

For the jobs created through the project, after providing suitable training and skill development in the required field, provision shall be made for employment at a rate not lower than the minimum wages admissible.

(IV) RIGHTS AND OBLIGATIONS OF THE JOINT VENTURE COMPANY

Clause(a): Substituted by:-

Without prejudice to Government of Union Territory of Jammu and Kashmir land laws, the JVC shall have exclusive rights over the Project.

Clause(b):(No Change)

The design, construction and operation of the Project would be as per provisions of the Indus Waters Treaty. The JVC shall also render all assistance needed by the Government of India in view of the provisions of the Treaty.

Clause(c):Substituted by:-

The JVC would comply with conditions imposed by the Government of India from time to time in respect of clearances to the Project. It would also comply with conditions imposed by Government of Union Territory of Jammu and Kashmir in respect of clearance to the Project.

TITLE SUBSTITUTED BY;

JOINT RESPONSIBILITY OF THE GOVERNMENT OF UNION TERRITORY OF JAMMU AND KASHMIR AND JOINT VENTURE COMPANY TOWARDS THE R&R AND OTHER WORKS.

Clause(a): Substituted by:-

The work of R&R of the oustees of the Project would be the joint responsibilities of the JVC and Government of Union Territory of Jammu and Kashmir. The entire expenditure incurred on this account would be borne by the JVC. The benefits shall be extended in accordance with the approved R&R plan for the project, however, its rates shall be as provided in the case of Kishanganga HE Project of NHPC. The Government of

[Handwritten signatures]

Union Territory of Jammu and Kashmir would provide staff on deputation to enable the JVC to carry out this task.

Clause(b):Substituted by:-

The Government of Union Territory of Jammu and Kashmir/JKSPDCL shall facilitate the transfer of all clearances from the Government of India and Union Territory Government as would be mandatory for the Project implementation, in favour of JVC.

Clause(c):Substituted by:-

The security managements for the Project areas shall be looked after by the Government of Union Territory of Jammu and Kashmir. However, specific security arrangements for guarding the Project sites, temporary and permanent installations etc shall be made by the JVC

(V) MODE OF IMPLEMENTATION

Clause(a):Substituted by:-

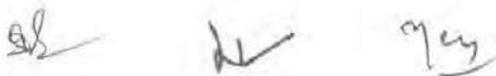
The Board of Directors of JVC will have representation from NHPC and JKSPDCL / Government of Union Territory of Jammu and Kashmir in proportion to their equity in the JVC. The Chairman of the Board of Directors shall be a non-executive professional, who shall be appointed by the Government of Union Territory of Jammu and Kashmir in consultation with NHPC.

Clause (b) : (No change)

The Chief Executive Officer(CEO) shall be responsible for the day to day management of the JVC. The post of CEO shall be below board level and shall be held by nominee of NHPC.

Clause(c): (No change)

The management structure of the JVC shall be as mutually agreed.



Clause(d): Deleted

Clause(e): (No change)

The JVC shall endeavour to complete the Project within the time schedule approved by the Government of India and the time schedule will commence from the date of accord of approval subject to acquisition of land and obtaining all statutory clearances.

Clause(f): Substituted by:-

The head office / registered office of JVC shall be in the Union Territory of Jammu & Kashmir.

VII. FUNDING ARRANGEMENT

Clause(a): (No change)

The Project shall be financed through a debt and equity mix of 70:30.

Clause(b): Substituted by:-

NHPC shall invest the equity from its Internal Resources (IR). The Grant from budget of Government of India shall be capped at Rs. 776.44 crore for equity contribution of JKSPDCL (49%) in the JVC. The additional equity contribution by JKSPDCL on account of any increase in project cost due to escalation/or any other reason whatsoever, shall be required to be met by JKSPDCL.

Clause(c): (Deleted)

Clause(d): (No change)

The JVC shall meet its other financial requirements on its own without the cost to the parties. It shall not be obligatory on the part of parties to give any guarantee and security for raising of funds by JVC. The financial liabilities of the parties shall be limited only to the extent of their respective shareholding in the JVC.



VIII. LEASEHOLD RIGHTS

Substituted by:-

The leasehold rights of the land required for the Project, against payment as fixed by Government of Union Territory of Jammu and Kashmir, shall be granted for the life of the project as per applicable laws of Union Territory of Jammu and Kashmir.

(IX) PROTECTION OF ENVIRONMENT

The JVC will comply with all measures prescribed under the law of the protection of the environment.

(X) MONITORING

Substituted by: -

The implementation of this Memorandum of Understanding will be monitored by a Committee comprising of a representative each from Ministry of Power, Government of India, Government of Union Territory of Jammu and Kashmir, NHPC and JKSPDCL.

XI. MISCELLANEOUS

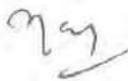
Clause(a):Substituted by: -

Any other matter not included in this Memorandum of Understanding which is necessary for the smooth functioning of the JVC will be finalized by NHPC, JKSPDCL, Government of Union Territory of Jammu and Kashmir on mutually agreed terms and conditions.

Clause(b): Substituted by:-

Through this Supplementary Memorandum of Understanding read with the earlier Memorandum of Understanding of 3rd February, 2019 all the parties affirm their commitment to fulfil and achieve the objectives mutually agreed upon.





Clause(c):Substituted by:-

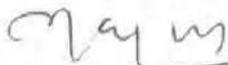
This Supplementary Memorandum of Understanding read together with the Memorandum of Understanding of 03rd February, 2019 (Appendix-I) shall remain valid for a period of two years from the date of the signing of this Supplementary Memorandum of Understanding or until the formation of JVC, whichever is earlier.

Clause(d):Substituted by: -

In the event of any dispute or differences relating to the interpretation and application of the provisions of this Supplementary Memorandum of Understanding read with the earlier Memorandum of Understanding of 3rd February, 2019, then such dispute or difference shall be resolved by mutual discussion between the Ministry of Power, Gol and Government of Union Territory of Jammu and Kashmir.

Signed this day the 3rd January, 2021 at Jammu

For and on the behalf of
**Jammu and Kashmir State Power
 Development Corporation Ltd**



(Raja Yaqoob Farooq), IRS-IT
 Managing Director,
 Jammu and Kashmir State Power
 Development Corporation Ltd.

For and on the
 behalf of
NHPC Ltd



(A.K Singh)
 Chairman &
 Managing Director,
 NHPC Ltd.

For and on the behalf of
The Lieutenant Governor of Union Territory of Jammu & Kashmir



(Rohit Kansal), IAS
 Principal Secretary to Government of Jammu & Kashmir
 Power Development Department



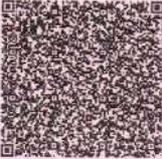
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Certificate No. : IN-JK05976911389503T
 Certificate Issued Date : 12-Apr-2021 09:51 AM
 Account Reference : NEWIMPACC (SV)/ JK12519204/ JAMMU/ JK-JM
 Unique Doc. Reference : SUBIN-JKJK1251920411517767580195T
 Purchased by : Sanjeev Arora
 Description of Document : Article 5 Agreement or Memorandum of an Agreement
 Property Description : Promoters agreement formation incorporation joint venture company implementation Ratle HE Project
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : JKSPDC AND JKPDD
 Second Party : NHPC LTD Faridabad
 Stamp Duty Paid By : JKSPDC AND JKPDD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

Rajesh Kohli
RAJESH KOHLI
 Stamp Vendor
 Licence No. 310
 Mubarak Mandi, Jammu.



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PROMOTERS' AGREEMENT

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KC 0002281544

Page 1 of 22

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Hon'ble Lieutenant Governor of Union Territory of Jammu and Kashmir for and on behalf of the President of India, through Principal Secretary to Government, Power Development Department, Govt. of Union Territory of Jammu & Kashmir which expression shall unless repugnant to the context or meaning thereof includes its successors, authorized representatives and permitted assigns of the First Part.

And

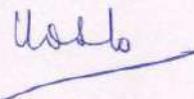
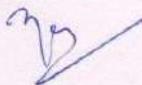
Jammu and Kashmir State Power Development Corporation Limited (hereinafter referred to as 'JKSPDCL'), a company incorporated under the Companies Act, 1956 having its registered Office at Exhibition Ground, Srinagar-190001 through its Managing Director, which expression shall unless repugnant to the context or meaning thereof includes its successors, authorized representatives and permitted assigns of the Second part.

And

NHPC Limited, a company incorporated under provisions of the Companies Act, 1956 and also a Generating & Power Trading company within the meaning of the Electricity Act, 2003, having its Registered Office at NHPC Office Complex, Sector 33, Faridabad, 121003 (Haryana) (hereinafter referred to as "NHPC") through its Chairman and Managing Director, which expression shall unless repugnant to the context or meaning thereof includes its successors, authorized representatives and permitted assigns of the Third part

JKSPDCL and NHPC shall in this agreement be individually referred to as 'party' and collectively as 'parties'. Whereas Government of Union Territory of Jammu and Kashmir shall be referred to as 'confirming party'

Whereas, the Government of Jammu and Kashmir is committed to harnessing the hydroelectric potential of Chenab River through Rattle Hydroelectric Project of installed capacity 850 MW in the Chenab River Basin in accordance with the provisions of Indus Waters Treaty and whereas the Ministry of Power, Government of India is keen to add new power generation capacity with a view to meet the gap between demand and supply in the country.



Whereas, the Government of Union Territory of Jammu and Kashmir, JKSPDCL and NHPC have signed a Supplementary Memorandum of Understanding (MoU) on 03.01.2021 to the Memorandum of Understanding (MoU) signed on February 3, 2019, a copy of which is appended as **Appendix- A**.

Whereas, the parties have affirmed their joint commitment to implement & manage Ratle Hydroelectric Project of installed capacity 850 MW in the Chenab River Basin through a Joint Venture Company. The Joint Venture Company shall be responsible for executing and thereafter operation of the project, as per the terms agreed hereinto.

And whereas, the parties i.e. JKSPDCL and NHPC have agreed to collaborate and form a Joint Venture company in Union Territory of Jammu & Kashmir to be named as **"Ratle Hydroelectric Power Corporation Limited"** the liability of which is limited by shares as per the provisions of the Companies Act, 2013 (hereinafter referred to as 'Company') in pursuit of its above objectives more elaborately set out in the Memorandum of Association of the Company.

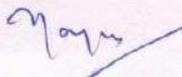
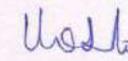
NOW, THEREOF IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

SECTION-1

1.0 DEFINITIONS

The words and expressions used in this Agreement unless repugnant to the context shall have the meaning assigned to them herein below:-

- 1.1 "Act" shall mean The Companies Act, 2013, as amended from time to time including any re-enactment thereof, for the time being in force.
- 1.2 "Agreement" shall mean this Promoters' Agreement and any other supplement(s) to or amendments of this Agreement, or appendix to this agreement, which are made part of this Agreement in accordance with the provisions contained in this behalf herein.
- 1.3 "Agreed Proportion" means the proportion in which the Parties have agreed to subscribe to the Equity Share Capital of the Company as specified in Section 4 of this Agreement.

  
Page 3 of 22

- 1.4 "Articles of Association" means Articles of Association of the Company.
- 1.5 "Board" shall mean the Board of Directors of the Company as constituted from time to time.
- 1.6 "Company" shall mean the Company to be formed in the name of "Ratle Hydroelectric Power Corporation Limited".**
- 1.7 "CEA" means Central Electricity Authority.
- 1.8 "CCEA" means Cabinet Committee on Economic Affairs of the Govt. of India.
- 1.9 "Confirming Party" shall mean Government of Union Territory of Jammu & Kashmir.
- 1.10 "DPR" means Detailed Project Report for the project.
- 1.11 "Equity share Capital" means the total equity share capital of the Company agreed to be issued and called the Authorised Capital of the Company, as mentioned in the Memorandum of Association of the Company.
- 1.12 Gol means the Government of India.
- 1.13 "Issue Date" shall mean the date on which the shares pursuant hereto are allotted and issued to the Parties by the Company.
- 1.14 "Memorandum of Association" means the Memorandum of Association of the Company.
- 1.15 "MoP" means Ministry of Power, Government of India.
- 1.16 "Person" shall mean any individual, body corporate, other business entity, or any statutory corporation, society, authority, trust, partnership firm or any other entity whether acting in an individual, fiduciary or other capacity.
- 1.17 "Parties" shall mean NHPC and JKSPDCL.
- 1.18 "Project" means Ratle Hydroelectric Project (850 MW), District Kishtwar, Union Territory of Jammu & Kashmir
- 1.19 "Promoters" means NHPC and JKSPDCL.
- 1.20 "Shares" shall mean the issued, subscribed and paid up shares of the Company including any shares issued as bonus shares, or shares issued under any reclassification, reorganization, exchange recapitalization or otherwise.
- 1.21 "Beneficiaries" shall mean parties including Government departments, Corporation etc. to whom electricity generated from the project shall be sold by the Company.

- 1.22 Words and expressions, which are contained in the Articles of Association of the Company and in the Act, but not defined in this Agreement, shall be construed as having the same meaning as assigned to them therein.
- 1.23 "Titles to the sections" in this Agreement are for convenience of reference only and shall not govern or affect the meaning or interpretation of the text of the clauses of this Agreement.
- 1.24 Unless the context otherwise requires, words importing singular include plural and vice-versa and words denoting natural persons shall include all Persons.

SECTION-2

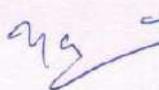
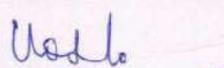
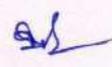
2.0 PURPOSE OF THIS AGREEMENT

- 2.1 The Parties hereby decide and agree to jointly establish a Company under the name and style of "**Ratle Hydroelectric Power Corporation Limited**" upon the terms & conditions contained in this Agreement. The Company shall obtain all necessary and requisite certificates, approvals, licenses, permissions and authorization from the Government/ Statutory Authorities. The Parties recognize and accept that this Agreement records, inter-alia, their participation and role in the Company to achieve its objectives of implementation of the project in Jammu & Kashmir, more elaborately to be specified in the Memorandum of Association of the Company. The Company shall be managed by the Board of Directors.
- 2.2 Each of the parties hereto shall be obliged to subscribe to the original Authorised Share Capital in agreed proportion pursuant to Clause 4 hereunder and in the manner and at the time, the Board of Directors of the Company may make the calls for subscription.
- 2.3 The Memorandum of Association and the Articles of Association of the Company shall be in the form and substance as mutually agreed to by and among the Parties, whose authorized representatives shall subscribe their signatures thereto.

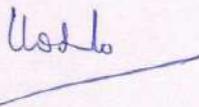
SECTION -3

3.0 BUSINESS OF THE COMPANY AND ITS CONDUCT

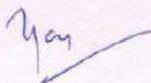
- 3.1 The Parties agree that the registered office of the Company shall be situated in the Union Territory of Jammu & Kashmir.

- 3.2 The Company shall:
- 3.2.1 Plan, promote and organize an integrated and efficient development of Ratle hydroelectric project with installed capacity of 850 MW in the Chenab River Basin and any other Project which may be entrusted to the Company in all its aspects in the Union Territory of Jammu & Kashmir including planning, investigation, research, design and preparation of preliminary, feasibility and detailed project reports, construction, generation, operation and maintenance of power station and project, and sale of power generated from the said project.
- 3.2.2 Carry on all kinds of activities relating to construction, operation and maintenance including surveys of all types, environmental management, pre-feasibility reports, feasibility reports, detailed project reports, techno-economic investigations, supply of basic engineering and detailed engineering design and working drawings layouts and blue prints for construction, operation, maintenance, project including equipment and other assets, pertaining to the power project working, and equipment selection therein, material handling, preparation of specifications and issue of tender documents. Tender evaluation and purchase assistance of all materials and goods pertaining to Ratle Hydroelectric Project, expediting, inspecting and testing, construction supervision, project management, acceptance testing and quality assurance evaluation, construction, commissioning and operation & maintenance.
- 3.3 The business of the Company shall at all times be conducted on commercial lines and it shall be done independently and distinct from the business of the Parties.
- 3.4 The parties to the extent of their respective rights to do so shall exchange such technical information & data as are reasonably required from each party to perform their obligations and responsibilities under these presents.
- 3.5 The Company shall meet its financial requirements on its own without the cost to the parties. It shall not be obligatory on the part of Parties to give any guarantee or security or otherwise for raising funds by the Company.
- 3.6 Ministry of Power, Government of India, Government of Union Territory of Jammu and Kashmir, JKSPDCL and NHPC will facilitate the financial closure of the Project.
- 3.7 The financial liability of the Parties to this Agreement shall be limited to the extent of their respective shareholding and any unpaid amount of equity capital to be subscribed by the Parties in agreed proportion for completion of the project.







SECTION- 4

4.0 SHARE CAPITAL AND SUBSCRIPTION

- 4.1 The Company shall have an Authorised Share Capital of Rs 1600 Crore (Sixteen hundred crore rupees only) divided into 160 crore (One hundred sixty crore) equity shares of the face value of Rs.10/- (Ten rupees only) each. The initial paid up Share Capital shall be Rs.100 crore (Hundred crore rupees only) divided into 10 crore (ten crore) equity shares of the face value of Rs.10/- (Ten rupees only) each, which shall be subscribed by the Promoters as early as possible but not later than 90 (Ninety) days from the date of incorporation of the Company.
- 4.2 Unless otherwise mutually agreed between the Parties, there shall be only one class of shares i.e. Equity Shares. The agreed shareholding pattern and quantum of shareholding in the paid up share capital of the Company from time to time shall be as follows:-
- (a) Share of NHPC in the Joint Venture shall not be brought below Fifty one percent (51%) of the paid up Equity Share Capital of the Company and shall be subscribed and paid up by NHPC.
 - (b) Share of JKSPDCL shall not be brought below Forty Nine percent (49%) of the paid up Equity Share capital of the Company and shall be subscribed and paid up by JKSPDCL.
- 4.3 The leasehold rights of the land required for the Project, against payment as fixed by Government of Union Territory of Jammu and Kashmir, shall be granted for the life of the project, as per applicable laws of Union Territory of Jammu and Kashmir.
- 4.4 (a) If at any time the Company wishes to raise its subscribed share capital by issue of additional shares, the Company shall first offer such shares to its existing shareholders in proportion to their existing shareholding on the date of such issue. Such offer to the existing shareholders shall be in accordance with the provisions of Section 62 of the Act.
- (b) Subject to the limitation set forth in the Section 4.2 above, the Parties agree and undertake to subscribe to the shares offered by the Company in agreed proportion upto the authorised capital of Rs 1600 Crore. If any Party fails to subscribe to those shares offered to it for subscription (hereinafter called the "offered shares") within the stipulated period then they shall be liable to pay interest @2% p.a. above the rate of interest at which Company has raised loans for

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5.3 The Board of Directors of the Company shall comprise not less than four (4) but not more than fifteen (15) Directors. The actual number of Directors shall be determined from time to time at general body meeting of the members of the Company.

5.4 (a) Initially, the Board shall comprise Seven (7) Directors. The Parties have nominated the following part-time Directors on the Board of Company:-

Sh Indra Deva Dayal	(Nominated by JKSPDCL)
Sh Arun Kumar Mehta, IAS	(Nominated by JKSPDCL)
Sh Rohit Kansal, IAS	(Nominated by JKSPDCL)
Sh Yamuna Kumar Chaubey	(Nominated by NHPC)
Sh Rajendra Prasad Goyal	(Nominated by NHPC)
Sh. Biswajit Basu	(Nominated by NHPC)
Sh Nurani Subramanian Parameshwaran	(Nominated by NHPC)

(b) For effective performance of the Company, the Chief Executive Officer shall have following powers:

(i) Chief Executive Officer (CEO) shall be responsible for the functioning of the company and will have all the powers of the Management of the Company, except as detailed in Memorandum and Articles of Association of the Company.

5.5 The respective parties shall be entitled to appoint an alternate Director, who may attend, participate and vote at a meeting of the Board, if the original Director is out of station or otherwise unable to attend for a period of more than three months.

5.6 The Party appointing its nominee director(s) alone shall have the right to fill up the vacancy or vacancies if any caused in the office of such Director(s) due to resignation, removal, death or otherwise.

5.7 All matters arising at a meeting of the Board or at any Committee thereof shall be decided as per the Companies Act.

5.8 The Directors of the Company including their alternate Directors shall not be required to hold any qualification shares.

5.9 The non-official part-time Directors of the Company, if appointed, shall be paid such sitting fee for attending the Board Meeting or Meeting of any committee or sub-committee of the Board, as may be prescribed by the Board of Directors. In addition to the sitting fee, as may be determined by

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the Board of the Company, the part time Directors of the Company shall also be paid travel and hotel expenses, etc.

- 5.10 The Board shall meet at such time and at such place, preferably at the registered office of the Company, as it may deem necessary provided that at least one meeting of the Board shall be held every quarter i.e. three months and at least four such meetings shall be held in every year.
- 5.11 Quorum for any meeting of the Board of Directors of the Company shall be two Directors or one-third of the total existing strength, as on date, of Board meeting whichever is higher, and of which at least one nominee Director (or his Alternate Director nominated by the parties) from NHPC and JKSPDCL shall be present. CEO of the Company shall be permanent invitee to all the Board Meetings.

SECTION – 6

6.0 MANAGEMENT OF AFFAIRS

- 6.1 Subject to the control, direction and delegation by the Board, the day-to-day management of affairs of the Company shall vest with the Chief Executive Officer, who shall be responsible for the efficient conduct of the business of the Company.
- 6.2 In respect of the following matters no resolution shall be passed or decision taken at the meeting of the Board or any Committee or Sub-Committee thereof unless it has been approved by NHPC and JKSPDCL in writing.
- a) To issue debentures.
 - b) To make loans.
 - c) Substantial changes in the organizational structure and major policy.
 - d) Entering into foreign collaboration.
 - e) Any proposal to submit bids without any profit margin or at loss.
 - f) To invest the funds of the Company, other than routine parking of funds in Banks in various forms

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SECTION – 7**7.0 OBLIGATION OF PARTIES**

- 7.1 The parties shall assist the Company by providing managerial, legal, commercial and technical support on mutually agreed consideration.
- 7.2 The Company shall not compete with either of the Parties, without the prior written consent of the Parties, as the case may be, in their respective areas of business activities. Such consent shall be granted at the sole discretion of the respective Parties, whose decision shall be final.
- 7.3 The lease hold rights of the land required for the Project, against payment as fixed by Government of Union Territory of Jammu and Kashmir, shall be granted for the life of the project as per applicable laws of Union Territory of Jammu and Kashmir.
- 7.4 Each party agrees to keep in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent disclosure to third parties of all technical information, data and confidential business information (hereinafter referred to as "Data"). Exchange, use and maintaining confidentiality of Data shall be mutually discussed and agreed to by the parties.
- 7.5 The JVC will not be under obligation to bear any cost arisen from any arbitral/ contractual liability pending against the project prior to its takeover by the JVC from JKPDD.
- 7.6 The cost of work done on the project at the time of its taking over as assessed by IIT Delhi, who have already been appointed by the then GoJK, shall be booked to the JVC.

SECTION – 8**8.0 SHARING OF BENEFITS**

- 8.1 The benefits of Joint Venture shall be shared by respective parties in proportion to their actual contribution in share holding of Company.
- 8.2 In accordance with the extant National Hydro Policy of the GoI, the Government of Union Territory of Jammu and Kashmir is entitled to have 12% free power and additional 1% free power for the Local Area Development Fund(LADF). However, to make the Project viable, Government of Union Territory of Jammu and Kashmir has agreed to provide exemption for free power in a decremental manner (i.e the free power to the Government of Union Territory of Jammu and Kashmir would be 1% in the first year after the Commercial Operation Date (COD) rising

1% per year to 12% in the 12th year), exemption of water cess for 10 years from the Commercial Operation Date and local taxes including reimbursement of SGST during the construction period. However, UT of J&K shall get 1% free power for the Local Area Development Fund(LADF) from the first year after the Commercial Operation Date (COD) of the Project.

- 8.3 The Government of Union Territory of Jammu and Kashmir shall be entitled to have first right of refusal for purchase of power from the JVC in proportion to the share of JKSPDCL, in the equity of the JVC at the price determined as per regulatory norms.

SECTION – 9

9.0 RIGHTS AND OBLIGATIONS OF THE GOVERNMENT OF UNION TERRITORY OF JAMMU & KASHMIR/JKSPDCL AND OF THE COMPANY

- 9.1 The Government of Union Territory of Jammu and Kashmir / JKSPDCL shall facilitate the transfer of all clearances from the Government of India and Union Territory Government as would be mandatory for the Project implementation, in favour of JVC.
- 9.2 Revenue receipts on account of sale of timber, royalty on river bed materials etc. arising as a result of the submergence of areas by the Project shall accrue to Government of Union Territory of Jammu and Kashmir.
- 9.3 Rights in fisheries, navigation, exploitation of tourism potential etc. in respect of the ponds created by the Project shall vest with the Government of Union Territory of Jammu and Kashmir.
- 9.4 Government of Union Territory of Jammu and Kashmir will have the right to develop / allot other schemes proposed to be executed in the upstream and downstream as also in the vicinity of the Project provided design and execution of such schemes does not affect design & operation of the Project adversely.
- 9.5 Without prejudice to Government of Union Territory of Jammu and Kashmir land laws, the Company shall have exclusive rights over the Project.
- 9.6 The design, construction and operation of the Project would be as per provisions of the Indus Waters Treaty. Company shall also render all assistance needed by the Govt. of India in view of the provisions of the Treaty.
- 9.7 The Company would comply with conditions imposed by the Government of India from time to time in respect of clearances to the Project. It would also

comply with conditions imposed by Government of Union Territory of Jammu and Kashmir in respect of clearances to the Project.

- 9.8 The work of R&R of the oustees of the Project would be the joint responsibilities of the JVC and Government of Union Territory of Jammu and Kashmir. The entire expenditure incurred on this account would be borne by the JVC. The benefits shall be extended in accordance with the approved R&R Plan for the Project. However, its rates shall be as provided in the case of Kishanganga HE Project of NHPC. The Government of Union Territory of Jammu and Kashmir would provide staff on deputation to enable the JVC to carry out this task. The Government of Union Territory of Jammu and Kashmir shall make available unencumbered land as may be required for the project being taken up by the JVC, to the JVC on leasehold basis as per the land laws applicable to the Union Territory of Jammu & Kashmir from time to time, through transfer or acquisition, including compulsory acquisition. There shall be no revision in the cost of land and related compensation etc. except in case when such increase is as per the directions of any Court, tribunal or Statutory Authority. Security arrangements for the Project areas shall be looked after by the Government of Union Territory of Jammu and Kashmir. However, specific security arrangements for guarding the Project site, temporary and permanent installations etc. shall be made by the Company.
- 9.9 The Company shall endeavor to complete the Project within the time schedule approved by the Government of India and the time schedule will commence from the date of accord of approval subject to acquisition of land and obtaining all statutory clearances.
- 9.10 The Project shall be financed through a debt and equity mix of 70:30.
- 9.11 The staff for Rehabilitation and Resettlement (R&R) activities shall be deputed by Government of Union Territory of Jammu and Kashmir to Company and the remaining staff to the Company shall be provided in following manner:
- (a) Group A&B staff in the JVC shall be deployed by way of Secondment / Transfer / Deputation from NHPC, JKSPDCL/Departments of Government of Union Territory of Jammu and Kashmir equally or through recruitment by the JVC as per DPE norms, as applicable.
 - (b) Eighty percent (80%) of Group C&D staff in JVC shall be domiciles of Union Territory of Jammu and Kashmir subject to their suitability, availability and eligibility. Out of this, ten percent (10%) of the staff shall be recruited from project Affected families (PAF), subject to suitability, availability and eligibility.
 - (c) For the jobs created through the project, after providing suitable training and skill development in the required field, provision shall be

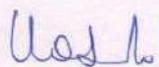
made for employment at a rate not lower than the minimum wages admissible.

- 9.12 The Parties shall provide or lend to the Company on Secondment / Transfer / Deputation basis of their qualified employees on such terms and conditions as may be agreed upon between the concerned parties and the company. The employees whose services are so lent to the Company shall remain on for a period up to five (5) years. During this period, the employee may opt to revert to his parent Organization which shall take him back into employment with continuity of service. However, the terms and conditions of the services of the employees so lent to the Company by the parties shall be in no way inferior to that of respective parent organization during the period. JVC shall adopt same designations for executives as prevalent in NHPC. The equivalence criteria of the officers/officials on deputation/transfer/secondment to the JV shall be based on the service rules in Vogue in NHPC and JKSPDC/GoJK and shall be worked out by a committee of two officers each from JKSPDC and NHPC Limited with a view to remove any disparity in the status and salary of the employees in JV from either of the promoters.
- 9.13 It may be ensured that direct recruitment should not be more than 50% of the sanctioned strength and to be made only upto the level of Sr. Manager to maintain proper transfer of knowledge from parent company to JVC.
- 9.14 Any requirement for deputation/transfer/secondment for JVC, shall be allocated equally between NHPC and GoJK/JKSPDC and the same shall be routed only through JKSPDCL or NHPC as the case may be.

SECTION – 10

10.0 DISINVESTMENT

- 10.1 No Promoter shall sell, transfer, assign, mortgage or otherwise encumber its share holding in the Company for initial period of three years after the incorporation of the Company.
- 10.2(a) The parties recognize that if any promoter is under the obligation of negative lien on all or any of its undertakings, assets present and future (including un-called capital) to its lenders, in the course of its business and, therefore, the equity shareholding of the promoters in the Company pursuant to the provisions herein would necessarily be subject to such negative lien. This obligation of negative lien by the Promoters on the equity shares to be subscribed pursuant to the provisions herein shall not be interpreted or construed as violation of the provisions of clause 10.1 hereof.






- 10.2(b) The promoters have agreed not to sell or encumber other than hypothecate their share holding in the Company, as stated in clause 10.1 above. In the event any promoter desires to sell or dispose of the whole or part of its share holding in the Company after satisfaction of the conditions stated in 10.1, it will offer those shares to the other Promoter (hereinafter called the "proposed Transferees") by a written Notice at least 2 months in advance setting out the number of shares offered together with the price desired (thereinafter referred to as the "Transfer Notice"). The proposed Transferees shall within said two months of the receipt of the Transfer Notice, communicate to the Promoter desiring to transfer its share (hereinafter referred to as the "Transferor") their acceptance or otherwise of the offer and/or to nominate the buyer or buyers thereof.
- 10.2(c) In the event of the proposed transferees decline to purchase or nominate any buyers or fails to communicate their acceptance of the offer contained in the Transfer Notice to the Transferor within the aforesaid period of 2 months, the Transferor shall be free to sell and transfer the said shares to any third party of its choice at the same price and on the same terms and conditions (which shall not be more favorable to such outside Party) as contained in the Transfer Notice. The said third party shall have to sign an undertaking addressed to the non-selling Promoter(s) and to the Company thereby confirming to comply with the terms and conditions as may be prescribed.
- 10.2(d) If the proposed transferees (which shall include the buyer(s) nominated by the Promoter concerned) accept the offer contained in the Transfer Notice, the sale and purchase transaction of the said shares shall be completed within 60 days of the acceptance and the Company shall register the transfer.
- 10.3 The following is to be mentioned on each share certificate evidencing that the Share held pursuant thereto by Promoter and if such inscription is not permitted by applicable law, on a document attached to and forming a part of such certificate.

"A Promoters Agreement dated _____ has been entered into among NHPC and JKSPDCL and a copy of agreement has been delivered to the Secretary of the Company to be kept in the Company's Registered Office. That Agreement read with the Articles of Association of the Company imposes various restrictions upon transfer of the Shares represented by this certificate. No transfer of any Share represented by this certificate shall be valid unless such transfer is made strictly in accordance with the said Promoters Agreement".

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SECTION- 11**11.0 ASSIGNMENT**

This Agreement would be binding upon and would be for the benefit of the Parties, their successors and permitted assigns, provided that neither this Agreement nor any interest herein nor any rights or obligations hereunder, may be assigned or Transferred in whole or in part by any Party without the written consent of the other Party which shall not be delayed / withheld unreasonably.

SECTION- 12**12.0 POWER EVACUATION SYSTEM**

- 12.1 The scope and cost of power evacuation is not part of the project cost as reflected in the PIB note. The modalities of power evacuation system shall be decided by the Board of JVC as per the extant guidelines; Government of Union Territory of Jammu and Kashmir shall facilitate the same.

SECTION – 13**13.0 ACCOUNTS, AUDIT & INSPECTION.**

- 13.1 Except the first accounting period, the accounting year of the Company shall be financial year i.e. 1st April to 31st March.
- 13.2 The Company's books of account shall be maintained in accordance with the provisions of the Act and Accounting Standards and the applicable Laws.
- 13.3 The Auditors of the Company shall be appointed as per the provisions of the Act.
- 13.4 The Parties hereto shall be entitled to receive full information, data and statements relating to the operations and other activities of the Company including quarterly unaudited account for each quarter and audited balance sheets, profit and loss accounts and all such other data and information regarding the business and operations of the Company and conduct of its business etc as may be reasonably required by them and Company shall endeavor to promptly furnish it to the Parties.

SECTION – 14

14.0 RATIFICATION AND REIMBURSEMENT OF PRELIMINARY EXPENSES.

- 14.1 After incorporation, the Company shall adopt and ratify this Agreement and shall be fully bound by its, covenants notwithstanding that the Articles of Association of the Company may be silent or permissive on some points.
- 14.2 The Company shall be bound by the terms and conditions laid down in the Supplementary Memorandum of Understanding signed on 03.01.2021 read with the earlier Memorandum of Understanding signed among the parties on February 3, 2019, except those which have been modified/changed in this agreement.
- 14.3 The Parties' rights and obligation shall be governed primarily by this Agreement, which shall also prevail inter-se between the Parties in the event of any ambiguity or inconsistency between this Agreement and the Memorandum and Articles of Association. In the event of any conflict between the MOA and AOA and this Agreement, the provision of this Agreement shall prevail and MOA and AOA shall be suitably amended.
- 14.4 All Preliminary Expenses including all costs, charges, expenses and out-of pocket expenses of and incidental to the incorporation, legal fee and registration fee of the Company incurred before and immediately after its formation by the parties shall be reimbursed and paid for by the Company within two years from the date of its incorporation.
- 14.5 The Company shall have complete access to all the survey & investigations, drawings, Reports, Detailed Project Report etc. prepared by M/s GVK for Ratle Hydroelectric Project. Government of Union Territory of Jammu and Kashmir shall facilitate the same.

SECTION – 15

15.0 ENFORCEMENT & PARTIAL INVALIDATION

- 15.1 The parties hereto agree that this Agreement is irrevocable till entire equity capital required for the project is fully paid up and project are successfully commissioned unless the Parties agree to terminate it with mutual agreement.
- 15.2 If any of the party fails to pay its agreed proportion of the equity together with interest, if any, for delayed payment till commissioning of the project then other party shall have discretion to pay the amount payable by defaulting party against purchase of the equity shares at par.

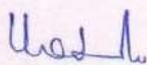
- 15.3 In the event of any one or more of the provisions contained in this Agreement becoming invalid, illegal or unenforceable in any respect under any applicable law, the remaining provisions contained therein shall not in any way be affected or impaired thereby and shall be fully enforceable.
- 15.4 Subject to 15.1 above, the mutual termination of this Agreement shall be without prejudice to any clause or right of action of any Party previously accrued to it against the other party.
- 15.5 If either of the parties shall have committed or knowingly permitted a material breach of any of the covenants or conditions herein contained, the Party(ies) not in breach (the "Non-defaulting Party") may serve on the Party(ies) in breach (the "Defaulting Party") a notice specifying the material breach in writing and requiring it within ninety (90) days to make good the same in the case of a material breach capable of being made good, or to promptly pay to the Non-defaulting Party reasonable compensation in the case of a material breach not capable of being made good and if the Defaulting Party shall not within the period of ninety (90) days aforesaid comply with the said notice, then on the expiry of the said notice period, the Non-defaulting Party shall have a right, besides other remedies to terminate this Agreement.
- 15.6 In the event of termination of this Agreement as per 15.5 above, the Non-defaulting Party shall have the right to purchase the Shares held by the Defaulting Party in the Company at the fair value of such shares to be determined by an independent and reputed Chartered Accountant appointed by mutual consent.
- 15.7 Upon expiration or termination of this Agreement for any reason whatsoever it shall not automatically release any Party hereto from any liability and / or obligation which at the time of such expiration or termination has already accrued to the other Party, nor will it affect in any way the survival of any other right, duty or obligation of any Party.

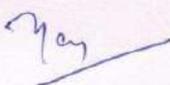
SECTION -16

16.0 SETTLEMENT OF DISPUTES

16.1 AMICABLE SETTLEMENT:

In the event of any dispute or differences relating to the interpretation and application of the provisions of this Promoters Agreement then such dispute or difference shall be resolved by mutual discussion between the Ministry of Power, GoI and Government of Union Territory of Jammu and Kashmir.





In case, the parties are unable to settle the disputes amicably within 30 days after the notice of dispute is given by either of the parties, the issues so raised shall be taken up for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/ 2013-DPE (GM)/ FTS-1835 dated 22-05-2018.

SECTION – 17

17.0 GOVERNING LAW AND JURISDICTION

- 17.1 This Agreement shall be governed by and constructed in accordance with the laws of India as applicable. The Courts of Jammu and Kashmir shall have the exclusive legal jurisdiction.

SECTION – 18

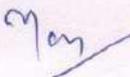
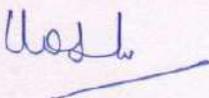
18.0 CONFIDENTIALITY

- 18.1 Each Party undertakes to the other Party that it shall ensure that all information received by it relating to other Party or the Company which is not in the public domain shall be treated as confidential and shall not except for the purpose of the Agreement – disclose all or any part of it to any third party (other than Government of J&K or Ministry of Power, Government of India) or otherwise seek to use all or any part of it without prior written consent of the Company and the other Parties as the case may be.

SECTION – 19

19.0 MISCELLANEOUS

- 19.1 The rights, benefits and obligation under this agreement shall not be assigned by the parties.
- 19.2 Neither Party hereto shall have the authority or power to bind the other Party hereto save and except as specifically provided in the Agreement.
- 19.3 The parties hereto shall fully co-operate with each other with regard to the initiation, planning and implementation of works of the Company with a view to providing the efficiency, efficacy and profitability of the Company's operations and generally to strengthen the operational base of the Company. The Directors nominated by the Parties shall do everything


possible within their power for ensuring and procuring full compliance with the provisions of this Agreement including ratification of this Agreement by the Company.

- 19.4 Each Party hereto represents to the other that:
- (i) The execution, delivery and performance by it of this Agreement are within its power and they have been duly authorized by all necessary action.
 - (ii) This Agreement constitutes a valid and binding agreement and is enforceable in accordance with its terms.
- 19.5 This Agreement contains the entire agreement and understanding between the Parties as to the subject matter hereto and supersedes all previous negotiations discussions and writings pertaining to subject matter of this Agreement.
- 19.6 This Agreement is being executed in number of counterparts, each of which shall be original.
- 19.7 No modifications or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be binding unless specifically made in writing by the authorised representatives of the parties.
- 19.8 Notice or other communication required or permitted to be given or made hereunder shall be in writing and delivered Personally or sent by prepaid registered post or by legible fax addressed to the intended recipient at its address set out below or to such other address or fax number as any Party may from time to time notify to the other Party:

a) Union Territory of Jammu and Kashmir	Principal Secretary to the Government, Government of Jammu and Kashmir, Power Development Department, Civil Secretariat, Jammu - 180001
b) JKSPDCL	Managing Director, Jammu and Kashmir State Power Development Corporation Ltd. Exhibition Ground, Srinagar-190001
c) NHPC Limited	Chairman & Managing Director, NHPC Limited, NHPC Office Complex, Sector 33, Faridabad – 121 003.

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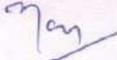
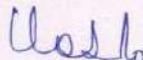
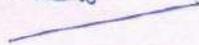
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SECTION-20**20.0 FURTHER ASSURANCE**

- (a) Each Party shall co-operate with the other and execute and deliver to the other Party or procure the execution and delivery of such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the obligations and the intended purpose of this Agreement.
- (b) Without prejudice to sub-section (a) above, each Party agrees to issue appropriate directions to its respective nominee Directors so that each nominee Directors will take such lawful action as is necessary to ensure compliance with the relevant Party's obligations under this Agreement. Each Party shall be entitled to assume that the actions of the other Party's Director(s) have been duly authorized.
- (c) Each Party agrees that, if requested by the other Party, it will provide all reasonable assistance to such other Party (and any Affiliate of such Party) to enable it to obtain any regulatory or other consent or approval (including from any regulatory body in India or elsewhere) which such other Party need or considers desirable in connection with the exercise of its rights or the performance of its obligation under this Agreement or to enable it or its Affiliate to derive the full benefit of its aggregate shareholding in the Company including such consents and approvals as may be needed:
- (i) to enable participation in any bonus, rights or other distribution to shareholders; or
 - (ii) to receive dividends and payment for any services, technical assistance or business opportunity provided to the Company.

21.0 REPRESENTATION AND WARRANTIES

Neither Party shall have the right or power to bind the other Party to any agreement without the prior written consent of the Party concerned. Unless specifically agreed in writing, no Party is authorized to make commitments, representations, warranties or agreements on behalf of the other Parties and each Party agrees that it will not hold itself out as having such authority. If any Party acts in violation of the foregoing the said Party agrees to indemnify, defend and hold the other Parties harmless from and against any and all claims, demands, losses, damages, liabilities,

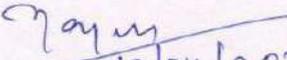






law suits and other proceedings judgments and awards, the reasonable cost and expenses (including, but not limited to, reasonable attorney's fee) arising directly or indirectly, in whole or in part, out of the breach of this Article by such Party, whether committed by the indemnifying Party, its employees, agents, successors or assigns.

IN WITNESS WHEREOF THE PARTIES THROUGH THEIR AUTHORISED REPRESENTATIVES HAVE SET THEIR HANDS ON THE 13th DAY OF APRIL 2021.

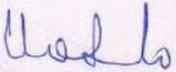
For and on the behalf of
**Jammu and Kashmir State Power
 Development Corporation Ltd**


 13/04/2021
(Raja Yaqoob Farooq), IRS-IT
 Managing Director,
 Jammu and Kashmir State Power
 Development Corporation Ltd.

For and on the behalf of
NHPC Ltd


(A.K. Singh)
 Chairman & Managing Director,
 NHPC Ltd.

For and on the behalf of
The Lieutenant Governor of Union Territory of Jammu & Kashmir


(Rohit Kansal), IAS
 Principal Secretary to Government of Jammu & Kashmir
 Power Development Department

Annex - Ia

Exhibit 4

J-12011/39/2010-IA-1
 Ministry of Environment & Forests
 Government of India
 (IA-Division)

Parvathan Bhawan
 GGO Complex, Lodhi Road,
 New Delhi-110003

Dated 12, December, 2012

To,

The Director (Design & Engineering)
 M/s Ratle Hydro Electric Project Pvt. Ltd.
 GVK Technical & Consultancy Services Pvt. Ltd.,
 2nd Floor, Tower-C Building No.10
 DLF Cyber City, Phase-II,
 Gurgaon- 122 002, Haryana.

**Subject: Ratle HEP (850MW) Project in Kishtwal District of Jammu & Kashmir
 by M/s Ratle Hydro Electric Project Pvt. Ltd. - for Environmental
 Clearance Regarding.**

Sir,

This has reference to your letter no. Nil Dt.17.5.2012 on the above mentioned subject.

2. It is noted that the proposed project is a run of the river scheme near village Drabshala in Kishtwar District of Jammu & Kashmir. The project envisages construction of a Concrete Gravity Dam of 133m high concrete gravity dam from the deepest foundation level across Chenab River near Drabshal Village to generate 850 MW of hydropower. The catchment area of the project is 14,209 Sq.km. Total land requirement is 567.21 ha. Out of which 373.29 ha State land, 55 ha is Private land and 138.93 ha is forest land. Total land coming under submergence is 203 ha. A total 240 families are likely to be affected due to this project. An underground powerhouse is proposed on the right bank of the river with 4 units of 205 MW each + one additional unit of 30 MW to ensure continuous ecological release at the downstream. No National Park/wildlife Sanctuary/Biosphere Reserve/Historical Monuments/Religious, places etc. exists



within 10 km radius of the project. The estimated cost of the project is Rs.5353.82 Crores out of which 262.35 Crores will be for Environmental Management Plan (EMP) and will be constructed will be completed in 60 months.

3. The Project proposal was considered by the Expert Appraisal Committee (EAC) for River Valley & Hydroelectric Power Projects in its 59th meeting held on 20th -20st July 2012. Public Hearing for the project was conducted on 7.4.2012 at Drabshala in Kishtwar District of Jammu & Kashmir. Forest Clearance for diversion of 138.93 ha of forest land has been approved by Govt. of Jammu & Kashmir on 27.4.2012.

4. The Expert Appraisal Committee (EAC), after due consideration of the relevant documents submitted by the project proponent and clarification furnished in response to its observation, have recommended for grant of Environmental Clearance for the project mentioned above. Accordingly, the Ministry of Environment and Forest hereby accords necessary Environmental Clearance for the above project as per the provisions of Environmental Impact Assessment Notification, 2006 and its subsequent amendment in 2009 subject to compliance of the following conditions:

Part A : Specific Conditions

- (i) The Catchment Area Treatment (CAT) Plan as proposed in the EIA/EMP Report shall be undertaken in consultation with the State Forest Department and major work shall be completed before impounding of reservoir.

Item	I Year	II Year	III Year	IV Year	Total
Biological Measures					
Afforestation (ha)	2243	1747	923	-	4913
Enrichment Plantation (ha)	-	112	79	-	191
Pasture Development	-	376	195	-	591
Nursery Development (Nos)	3	-	-	-	3

Watch & ward (Nos)	240	240	240	240	960
Engineering Measures					
Contour Bunding (ha)	434	409	324	171	1338
Check Dams (NOs)	50	25	30	20	125

- (ii) All the commitments made during the public hearing shall be fulfilled completely.
- (iii) The details of land holding of project affected persons whose land is being acquired shall be submitted to this ministry. The R&R benefits for the land losing households will be as per the National Rehabilitation and Resettlement Policy, 2007 (NRRP,2007) or as per the State Rehabilitation and Resettlement Policy, whichever is higher. Adequate publicity of the compensation package shall be made in the affected villages.
- (iv) A Monitoring Committee for R&R shall be constituted which must include representatives of project affected persons from SC/ST category and a women beneficiary.
- (v) Consolidation and compilation of muck shall be carried- out only in the designated muck dumping sites as submitted in the EIA/EMP report. As per the proposed muck disposal plan, out of 24.4 lakh m³ of muck to be generated due to excavation, about 50% (i.e.12.2 lakh m³) will be utilized for construction purpose and the remaining 12.2 lak m³ will be dumped at the 3 designated areas in an allocated area of 30.59 ha. The identified muck dumping sites shall be at-least 30m horizontally away from the edge of the river corresponding to high flood level (HFL).
- (vi) Muck dumping sites should be handed over to Forest Department only after restoration including plantations etc.
- (vii) A provision of an additional unit of 30 MW has been made in the project, which will be running for 24 hours continuously to maintain a minimum discharge of 33.43, cumecs/sec, during the lean season from November-February (About 27% of lean season) at the downstream, shall be strictly adhered-to. Monsoon flow shall be at least 30% of the Monsoon discharge.
- (viii) An Auto mechanism/by pass arrangement in dam design shall be made to ensure release of environmental flow water in event of the 30 MW turbine or when it is put under maintenance.

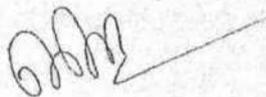
- (ix) Continuous Monitoring system for environmental flow measurement shall be installed and data shall be displayed at appropriate site for information of civil society, stake holders and regulators. Six monthly results shall be submitted to the regional Office of the Ministry and SPCB.
- (x) Real time telemetry and data acquisition system including all weather hydro metrological stations shall be installed for in-flow monitoring and advance flood warning. Advance flood warning and advance communication systems shall be installed in consultation with the downstream District Authorities.
- (xi) As proposed in the EMP, the compensatory Afforestation Programme on 277.84 ha of land with 13 plant species shall be undertaken in consultation with the State Forest Department. Native species should be preferred in plantation. The allocated grant of Rs.1467.59 lakhs for this purpose shall be fully utilized and not to be diverted for any other purpose.
- (xii) Greenbelt development along the approach roads, residential areas, office complex, dam site and other working areas shall be undertaken. The allocated budget of Rs.73 lakhs for this purpose shall be fully utilized and not to be diverted to any other purpose.
- (xiii) As proposed in the EMP, the Biodiversity Conservation and Wildlife Management Plans shall be taken up and implementation shall be included in the sixth monthly compliance report to be submitted to the Ministry, including its Regional Office.
- (xiv) Indigenous plant species should be used for implementation of Biodiversity Management Plan and for Compensatory Afforestation. Expertise from R&D centers may be used for propagation techniques. Provision should also be made to include researchers to implement these plans and carrying out plantation.
- (xv) Equipment likely to generate high noise levels shall meet the ambient noise standards as notified under the noise Pollution (Regulation and Control) Rules 2000, as amended in 2010 under Environment Protection Act (EPA), 1986. For this, necessary insulation arrangement etc. to be ensured.
- (xvi) A provision of Rs. 30 Crores earmarked towards the Local Area Development Activities (LADA) shall be fully utilized and not to be diverted for any other purpose. The implementation of activities as submitted to the Ministry shall be taken up as soon possible. In addition, a grant of Rs. 30 Crores earmarked for Corporate Social Responsibility



- (CSR) and Rs.30 Crores for skill development purpose shall also be duly utilized and not to be diverted for any other purpose.
- (xvii) LADA activities may be undertaken by M/s Ratle Hydro Electric Project Pvt. Ltd to enhance delivery mechanism for operational point of view.
 - (xviii) Tie-ups shall be made with existing city hospitals for disposal of Bio-medical waste in case district hospital at Kishtwar does not have the facility for handling biomedical waste as proposed in the report.
 - (xix) Any other clearance from other organization/department, if required, shall be obtained before commencement of the project.

Part-B General Conditions

- (i) Adequate arrangement for providing free fuel like kerosene/wood/LPG shall be made at project cost for the labour engaged in the construction work so that indiscriminate felling of trees is prevented.
- (ii) Medical facilities as well as recreational facilities shall also be provided to labourers.
- (iii) All the labourers to be engaged for construction works shall be thoroughly examined by health personal and adequately treated before issuing them work permit.
- (iv) No fugitive dust emissions should be observed at the construction sites. Water sprinkling arrangements should be made to suppress the fugitive emissions.
- (v) Potable drinking water and proper sanitary facilities shall be provided for the labour force and the local area people.
- (vi) Restoration of construction area including dumping site of excavated materials shall be ensured by leveling, filling up of burrow pits, landscaping etc. The area should be properly treated with suitable plantation.
- (vii) Environmental parameters shall be monitored regularly and six monthly reports shall be submitted to the regional Office of the Ministry and State Pollution Control Board for review.
- (viii) The project proponent shall also submit six monthly compliance reports of the stipulated EC conditions (both hard copies as well as by e-mail) to the respective Regional Office of MoEF and state Pollution Control Board. Monitoring report and compliance report shall be up-loaded on the web-site of project proponent.



5. The Project Proponent shall provide full cooperation and all required documents, data and access to the Officials of Regional Office of MoEF who would be monitoring the implementation of environmental safeguards.
6. Besides the above stated conditions, M/s Ratle hydro Electric Project Pvt. Ltd and Government of Jammu & Kashmir shall also implement all other environmental safeguards, as proposed in the EIA/EMP report and other reports from time to time. The J & K Government may also like to monitor implementation of EMP at regular interval.
7. Any change in the scope of the project shall be intimated to the Ministry and fresh approval, if required, shall be taken from the Ministry.
8. The Ministry reserve 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 safeguards measure in a time-bound and satisfactory manner.
9. This clearance letter is valid for a period of 10 years from the date of issue of this letter for commencement of construction work.
10. A Multi-disciplinary committee for monitoring the implementation of environmental safe guards during construction shall be constituted by the Project Proponent in consultation with the Ministry as early as possible. The Proponent shall suggest the members and their profile for approval of the Ministry. Proponent shall organize six monthly meetings of the committee and submit the monitoring report to the Ministry.
11. A copy of the clearance letter shall be sent by the Proponent to local Panchayat, Zila parishad/Municipal Corporation, Urban local body and local NGO, if any, from whom suggestions/representations were received while processing the proposal. The clearance letter shall also be put on its web-sites by the project proponent.
12. The proponent should advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the vernacular language of the locality concerned informing that the project has been accorded environmental clearance and copies of clearance letter are available with the State Pollution Control Board/committee and may also be seen at Website of the Ministry of Environment and Forests at <http://www.envfor.nic.in>.

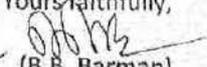


13. After 5 years of the commissioning of the Project, a study shall be undertaken regarding impact of the project on the environment and downstream ecology. The study shall be undertaken by an independent agency, to be decided in consultation with the Ministry.

14. The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) including the respective Regional office of MoEF and Zonal Office of CPCB and SPCB.

15. Any appeal against this environmental clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days from the date of issue, as prescribed under Section 10 of the National Green Tribunal Act, 2010.

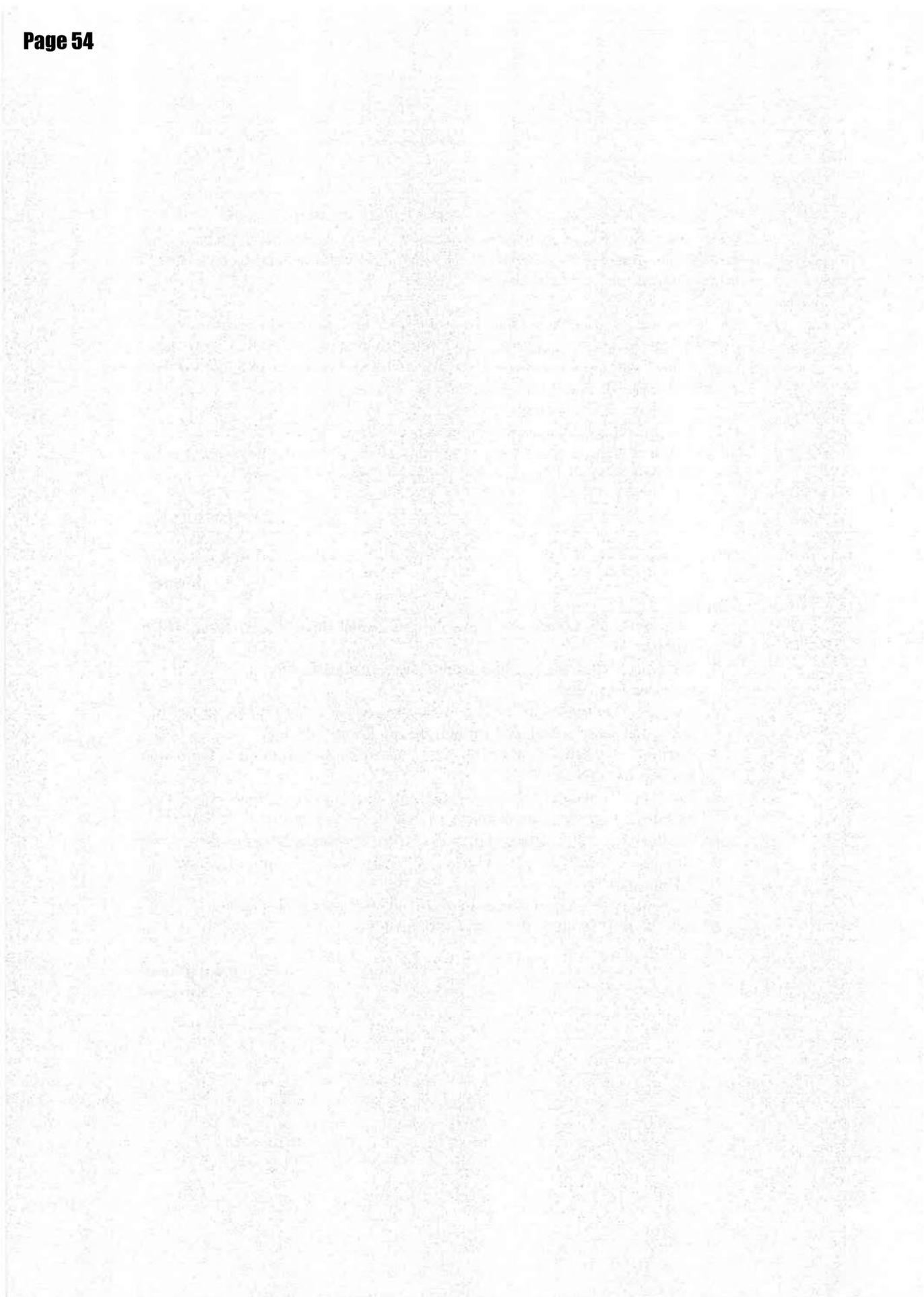
Yours faithfully,

12.12.12

 (B.B. Barman)
 Director

Copy to:

1. The Secretary, Ministry of Power, Shram Shakit Bhawan, Rafi Marg, New Delhi-1
2. The Advisor (Power), Planning Commission, Yozna Bhawan, New Delhi-110 001
3. Special Secretary, Power Development Department, Government of Jammu & Kashmir, Civil, Secretariat Jammu, Jammu & Kashmir.
4. Secretary, Department of Environment & Forests, Government of Jammu & Kashmir, Jammu.
5. The Chief Engineer, Project Appraisal Directorate, Central Electricity Authority, Sewa Bhawan, R.K.Puram, New Delhi- 110 066
6. The Regional Office, Ministry of Environment & Forests, Chandigarh.
7. Member Secretary J&K State Pollution Control Board, Super Bazar Building, III Floor, Jammu.
8. EI- Division, Ministry of Environment & Forests, New Delhi- 110 003
9. PS to JS (AT)/ Dir (BB)/ P.V. S. Rao (Scientist 'B')
- 10: Guard File

(B.B.Barman)
 Director



F. No. J-12011/39/2010-IA.I
 Government of India
 Ministry of Environment, Forests & Climate Change
 (Impact Assessment Division)

Indira Paryavan Bhavan
 2nd Floor, Vayu Wing
 Aliganj, Jor Bagh Road
 New Delhi - 110 003

Dated: 27th September, 2021

To,

Shri Deepak Saigal
 The General Manager (Civil)
M/s Ratle Hydroelectric Power Corporation Limited,
 Room no. 8, Block no. 02, NHPC regional office,
 JDA Commercial Complex no. 01, Narwal
 Jammu - 249 0974 (Jammu and Kashmir)

Sub: Ratle Hydroelectric Project (850MW) located at Village Drabshala, District Kishtwar, Jammu & Kashmir - Transfer of Environment Clearance from M/s GVK Ratle Hydro Electric Project Pvt. Ltd. to M/s Ratle Hydroelectric Power Corporation Ltd. - reg.

Sir,

The undersigned is directed to refer your online application no. IA/JK/RIV/218510/2021 dated 3rd September, 2021 and documents submitted for transferring the Environmental Clearance (EC) dated 12th December, 2012 of Ratle Hydroelectric Project (850MW) located at Village Drabshala, District Kishtwar, Jammu & Kashmir from "M/s Ratle Hydroelectric Project Pvt. Ltd." to "M/s Ratle Hydroelectric Power Corporation Ltd."

2. It has been noted that the Environmental Clearance was granted to Ratle Hydroelectric Project (850MW) located at Village - Drabshala, District - Kishtwar, Jammu & Kashmir vide Ministry's letter dated 12th December, 2012 to M/s GVK Ratle Hydroelectric Project Pvt. Ltd.

3. Presently, it has been informed that the company ownership has been transferred from M/s GVK Ratle Hydro Electric Project to M/s Ratle Hydroelectric Power Corporation Ltd. (CIN: U40105JK2021GOI012380).

4. The documents as submitted by the applicant are listed as under:

- i. No Objection Certificate' submitted by Jammu and Kashmir State Power Development Corporation (JKSPDC).
- ii. Memorandum of Understanding (MoU) dated 3rd February, 2019 signed between Hon'ble Governor of Jammu & Kashmir State through Commissioner/ Secretary to Government, Jammu and Kashmir State Power Development Corporation Limited (JKSPDC) and NHPC on Non- Judicial Stamp.
- iii. Certificate of Incorporation dated 1st June 2021 signed by Asst. Registrar of Companies of M/s Ratle Hydroelectric Power Corporation Ltd.

- iv. Undertaking on non-judicial stamp vide certificate no. IN-JK21215012518114T dated 3rd September 2021 by M/s Ratle Hydroelectric Power Corporation Ltd. as stated below:

Ratle Hydroelectric Power Corporation Ltd. (RHPCL), a Joint Venture Company of NHPC and JKSPDC, undertakes to comply, w.e.f. 01.06.2021 (date of taking over of the company) to all conditions stipulated in the environment clearance letter of MoEF&CC no. J-12011/39/2010-IA.I dated 12th December, 2012 in favor of the previous owner.

5. The Ministry has examined the application. In view of the above, the Ministry hereby accords approval for grant of Transfer of Environmental Clearance transfer as proposed from "M/s GVK Ratle Hydroelectric Project Pvt. Ltd." to "M/s Ratle Hydroelectric Power Corporation Ltd." subject to following additional conditions:

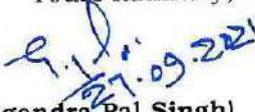
- (i) Any change in scope of work will attract the provisions of the Environment (Protection) Act, 1986 and Environmental Impact Assessment Notification, 2006 in conjunction with the subsequent amendments/ circulars.
- (ii) All conditions stipulated in the EC letter No. J-12011/39/2010-IA.I dated 12th December, 2012 shall remain unchanged.
- (iii) The project proponent shall be liable, if any, for any act of violation of the EP Act, 1986/ EIA Notification 2006/ subsequent amendments and circulars which it has inherited during the transfer.
- (iv) The project proponent shall be liable for compliance of all court directions, if any.

6. The name of the addressee with respect to above mentioned project in the Environmental Clearance dated 12th December, 2012 shall be substituted by the following:

M/s Ratle Hydroelectric Power Corporation Limited,
Room no. 8, Block no. 02, NHPC regional office,
JDA Commercial Complex no. 01, Narwal
Jammu - 249 0974
Jammu and Kashmir

7. This issues with the approval of the Competent Authority.

Yours faithfully,


(Yogendra Pal Singh)
Scientist 'E'

Copy to:

1. The Secretary, Ministry of Power, Shram Shakti, Bhawan, Rafi Marg, New Delhi-1.
2. The Secretary, Ministry of Jal Shakti, Shram Shakti Bhawan, Rafi Marg, New Delhi -3.
3. The Chief Engineer, Project Appraisal Directorate, Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi- 110 066.

4. The Secretary, Department of Power, Government of Jammu and Kashmir, Civil Secretariat, Jammu, Jammu & Kashmir.
5. The Secretary, Department of Forest, Environment & Wildlife Management, Government of Jammu and Kashmir, Civil Secretariat, Jammu, Jammu & Kashmir.
6. The DDG of Forests (Central), Ministry of Environment, Forest & Climate Change, Regional Office (NZ), Bays No. 24-25, Sector 31 A, Dakshin Marg, Chandigarh - 160030.
7. The Member Secretary, Jammu and Kashmir State Pollution Control Board, Parivesh Bhawan, Forest Complex, Gladni, Narwal, transport Nagar, Jammu, Jammu and Kashmir - 180 004.
8. NIC Cell - for uploading in MoEFCC's website.
9. Guard File.


21.09.2021
(Yogendra Pal Singh)
Scientist 'E'

Exhibit 6

Subject: Authorization to Power Development Department to lease out land to Ratle Hydroelectric Power Corporation Limited (RHPL) for development of 850 MW Ratle HEP.

Ref: Administrative Council Decision No. 48/3/2022 dated 15.03.2022.

Government Order No: 55 -JK (PDD) of 2022.
Dated: 10 - 05 - 2022.

In supersession of Government Order No. 198-PDD of 2014 dated 15.10.2014, sanction is hereby accorded to the;

- (a) Jammu and Kashmir Power Development Department to lease out 289.48 Ha out of 567.22 Ha of land acquired by J&K State Power Development Corporation, comprising 233.96 Ha (Two hundred thirty three hectares and ninety six square meters) of State Land and 55.52Ha (Fifty five hectares and fifty two square meters) of Private land, under the provisions of J&K Land Grants Act, 1960 and rules made there under and as per the terms and conditions as incorporated in MoU signed between GoJK, JKSPDCL and NHPC, to M/s Ratle Hydroelectric Power Corporation Limited for development of 850 MW Ratle HEP.
- (b) utilization of 277.74 Ha out of 567.22 Ha of land acquired by J&K State Power Development Corporation, comprising of 138.93 Ha (One hundred thirty eight hectares and ninety three square meters) of Forest Land and 138.81 Ha (One hundred thirty eight hectares and eighty one square meters) of River Bed land falling in village Drabshalla of Tehsil/District Kishtwar, to M/s Ratle Hydroelectric Power Corporation Limited for development of 850 MW Ratle HEP for development of 850 Ratle HEP as per rules. The RHPL shall abide by the terms and conditions of Government Orders issued by Forest Department for the Forest land so diverted and will be subject to final permission regarding change of User Agency by the Integrated Regional Office Jammu, MoEF&CC, Government of India.
- (c) approval of lease deed, duly vetted by the Department of Law Justice and Parliamentary Affairs and signing of same by the J&K Power Development Department and Ratle Hydroelectric Power Corporation Limited.
- (d) authorise the Principal Secretary to Government, PDD to take such actions and sign such document as may be required in this regard.

By order of the Government of Jammu and Kashmir.

Sd/-
 (Nitishwar Kumar) IAS
 Principal Secretary to the Government

No. PDD-PS/39/2021-05-PDD

Dated 10 .05. 2022

Copy to the:

1. Secretary, Ministry of Power, Government of India, New Delhi.
2. Financial Commissioner (Additional Chief Secretary), Finance.
3. Joint Secretary (J&K) Ministry of Home Affairs, Government of India.
4. Joint Secretary, Ministry of New and Renewal Energy (MNRE) Government of India.

Dt.06.08.2014

**850MW RATLE HYDRO ELECTRIC PROJECT IN THE STATE OF J&K
Status report for the month of July 2014**

Sl. No.	Particulars	Milestones as per PPA	Target date as per PPA	Date of Compliance/ Expected Date of Compliance	Present Status
I	PPA related issues				
1	Issue of LOI to successful bidder namely M/s.GVK Developmental Projects (P) Limited by JKSPDCL, GoJK	LOI issued on 31.05.2010	31.05.2010 (Starting date)	31.05.2010	---
2	Payment of quoted upfront premium of Rs.34.5 Cr., for 690 MW and upfront premium of Rs.8 Crores towards additional capacity of 160 MW (Total 850 MW installed capacity) approved by Go.J & K and CEA.	Within 15 days from the date of issue of LOI	14.06.2010	14.06.2010	
3	Formation of SPV in the name of "GVK Ratle Hydroelectric Project Pvt. Limited" (GVKRHEPPL)	Within 30 days from the date of issue of LOI, if required	25.06.2010	22.06.2010	
4	Submission of performance guarantee for Rs.52.0 Cr.	Within 30 days from the date of issue of LOI	30.06.2010	29.06.2010	---
5	Signing of PPA between Power Development Dept. (PDD) GOJK and GVKRHEPPL	Within 30 days from the date of issue of LOI	30.06.2010	30.06.2010	---
6	Signing of Default Escrow Agreement and Hypothecation cum deed of Hypothecation	Within 30 days from the date of issue of LOI	30.06.2010	06.01.2011	---
7	Return of Bid Bond of Rs.21.0 Cr. to the Bidder by JKSPDCL	Within 15 days after submission of PG	15.07.2010	12.08.2010	---
8	Orders of J&K SERC for adoption of tariff discovered through International Competitive Bidding (ICB) process.	Within 6 months from the date of signing of PPA	31.12.2010	30.03.2011	
9	Payment of Rs.26.75 Cr. towards preparation of DPR and other expenses	Within 15 days of raising of demand by JKSPDCL after signing of PPA	20.04.2011	06.05.2011	---
10	Issue of clarification by JKSPDCL on payment of capacity charges based on the capacity as per TEC approved by CEA	As per clause V (1.2.2) under Schedule 7 (Tariff) of PPA	31.12.2011	09.08.2011	---

					51
Sl. No.	Particulars	Milestones as per PPA	Target date as per PPA	Date of Compliance/ Expected Date of Compliance	Present Status
11	Handing over the possession of 567.22 Ha of State / Pvt / Forest land on lease basis.	70% of Land within 12 months and balance land within 24 months from the effective date.	70% of Land by 30.06.2011 / Balance by 30.06.2012.	---	Under Process. Compliance expected by the end of September, 2014.
12	Topographic Survey carried out and land requirement identified project component-wise	---	---	31.01.2011	567.22 Ha of State/Pvt./Riverbed area /Forest Land identified for development of 850MW RHEP.
13	Details of Land actually acquired by JKSPDC for modification of cabinet decision No.215/33/ 2012, Dt.19.11.2012.		----	----	567.22 Hectares of Land acquired comprising of following types of land: State : 233.96 Ha. Private : 055.52 Ha. River Bed: 138.81 Ha. Forest : 138.93 Ha. Details as per Annexure 1A & 1B.
14	Approval of J & K State Cabinet for modification of Cabinet decision No.215/33/ 2012, Dt.19.11.2012. for the Land actually acquired by JKSPDCL . Land actually Acquired: State : 233.96 Ha. Private : 055.52 Ha. River Bed: 138.81 Ha. Forest : 138.93 Ha. ----- Total : 567.22 Ha. -----	----	----	----	As per the decision taken on 10.02.2014 and subsequently on 21.02.2014 under the Chairmanship of Chief Secretary, Govt. of J&K to in the presence of Prl. Secretary--PDD, Divisional Commissioner--Jammu & MD--JKSPDCL, actual quantity of Land acquired by JKSPDC has been submitted to the Govt. duly certified by DC, Kishtwar and recommended by Divisional Commissioner, Jammu on 24.04.2013. The file is under process for approval of the State cabinet for modification of cabinet decision No.215/33/2012, 19.11.2012 by the Principle Secretary, PDD for leasing the actual Land acquired by JKSPDC for Ratle HEP. This issue has brought to the kind notice of Chief Secretary during the meetings held on 10 th June and 14 th July 2014 for early approval. Approval awaited.
15	Approval & Signing of Land Lease Deed between JKSPDC & GVK RHEPPL.				The modified Land Lease Deed dated 06.01.2014 with the recommendations of Prl. Secretary has been forwarded to the Prl. Secretary--Law Department, Go.J&K in the 1 st week of April 2014. It is learnt from the Law department that the file will be sent with due recommendations to PDD after Loksabha elections in 3 rd week of May 2014. This issue has brought to the kind notice of Chief Secretary during the meetings held on 10 th June and 14 th July 2014 for early approval. Approval of Land Lease deed awaited. Expected to sign the Lease deed by the end of August 2014.

Sl. No.	Particulars	Milestones as per PPA	Target date as per PPA	Date of Compliance/ Expected Date of Compliance	Present Status
16	Extension of time lines as per clause 3.12 of PPA and equal increase of Time lines for scheduled COD of the Project / Signing of Amendment No.1 to PPA extending the Timelines and COD	----	----	----	<p>MD, JKSPDCL has been requested in this matter vide Lr . No: GVK/RHEPPL/D(PD)/JKSPDCL/2012/30, dated 18.10.2012 obtaining the orders of GoJK and MD,JKSPDC requested PDD for approval vide Lr.No: (1) JKSPDC/Tech/ P-237/1988-89 dated 08.11.2012.</p> <p>PDD accorded approval for extension in time schedule up to June 2013 as per the provisions of clause 18 of PPA vide LR. No.PPD/IV/113/2012 dt 19th FEB 2013.</p> <p>The revised Land lease deed is under the process of approval by GoJ&K for signing of the lease deed and handing-over of the Land on Lease basis by JKSPDC.</p> <p>The revised proposals for approval of extension of time limits as per clause 3.12 of PPA and for equal increase of Time lines for scheduled COD of the Project would be submitted on signing of land lease deed and handing-over of land on lease basis to GVK RHEPPL which is expected to be complied during July 2014.</p> <p>The revised Draft Addendum No.1 to PPA will be submitted on receipt of approval of extension of Time Limits as indicated above for approval and signing of addendum No.1 to PPA by the end of July 2014.</p> <p>Expected to be complied by the end of September 2014.</p>
17	Waiver of water usage charges.		----	----	<p>As per the decision taken during the meeting held under the Chairmanship of Chief Secretary on 24.12.2013, action is being taken by PDD & Public Health Departments.</p> <p>The PDD has sent the proposals for providing incentives to GVK in the form of exemption from water usage charges to the Commissioner/Secretary, PHE, I & FC Dept., vide Lr. No.PDD/IV/38/2008-II, Dt.05.03.2014.</p> <p>The Public Health Engineering department is under the process of considering the matter for exemption in consultation with the Water Resource Regularity Authority as mandated under Section 137 of the Water Resources Act, 2010.</p> <p>This issue has brought to the kind notice of Chief Secretary during the meetings held on 10th June 2014 and 14th July 2014 for early approval.</p> <p>Approval awaited.</p>
18	Grant of exemption for payment of Sales Tax, Entry Tax and other Taxes etc.			----	<p>MD, JKSPDCL has been requested vide Lr. No.GVK/Ratle HEP/D (PD)/2011/005, dt.01.02.2012 to kindly consider and recommend to Prl. Secretary, PDD, Go.JK for obtaining the approval of the State Govt. for exemption of Sales Tax, Entry Tax and other taxes for execution of Ratle HEP.</p> <p>As per the decision taken during the review meeting of Ratle HEP held by Chief Secretary on 11.06.2013 with the key Secretaries of Go.JK, details of financial burden towards the payment of custom and excise duties have been submitted to MD, JKSPDCL / Prl. Secretary, PDD on 30.10.2013.</p> <p>The Chief Secretary, GoJ&K has been addressed vide our Lr. Dated 02.05.2014 to consider the matter and expedite the approval of State Govt. for exemption of taxes, with a copy to the Prl. Secretary, PDD & MD, JKSPDCL.</p> <p>This issue has brought to the kind notice of Chief Secretary during the meetings held on 10th June 2014 and 14th July 2014 for early approval.</p> <p>Approval awaited.</p>

Sl. No.	Particulars	Milestones as per PPA	Target date as per PPA	Date of Compliance/ Expected Date of Compliance	53 Present Status
19	Appointment of Independent Engineer jointly by the "Procurer" & "Seller"	To be appointed within 8 months from the date of signing of PPA	28.02.2011	----	Draft RFP indicating the Scope of Independent Engineer submitted to MD, JKSPDC vide email dt 05 th Jan, 2013 for advertisement as specified under Article 4.7.1 of PPA (Liquidity Damages), Article 6 (COD), Article 8 (Capacity declaration) and Article 12 (Force Majeure) for utilizing the services of Independent Engineer as and when required to comply with the scope of work mentioned above. During the review meeting held on 16 th April 2014, MD--JKSPDC informed that the process is being initiated for appointment of independent Engineer as per the PPA conditions.
20	Strengthening of Neeru Bridge near Puldoda in Doda District by BRO to facilitate the transport of certain Over Dimensional Cargo (ODC) Items to project site through Neeru Bridge				We have addressed a letter to the Chief Engineer, MoRTH, New Delhi for strengthening of Neeru Bridge by BRO to facilitate the transport of certain Over Dimensional Cargo (ODC) Items to project site through Neeru Bridge vide Lr.No.GVK/RHEP/D (PD)/2014/15, Dt.06.03.2014. In response to the MoRTH Lr.No.RW-NH-35083/4/2014-S&R(B), Dt. 02.06.2014, the Chief Engineer, MoRTH has been requested to initiate action for strengthening of Neeru Bridge as 70 R for transport of ODC equipment vide our Lr. No. GVK/RHEP/D(PD)/2014/64, Dt.30.07.2014, since the Neeru bridge was constructed by BRO on the payment made by JKSPDC for realignment of National Highway near Puldoda due to submergence in view of the construction of Baglihar Hydro electric project.
21	Constitution of Implementation committee of EMP / R&R Plan at field level under the chairmanship of Divisional Commissioner, Jammu				The MD, JKSPDC and Pri. Secretary, PDD have been requested for consideration and approval of Go.JK and for issue of orders constituting the implementation committee of EMP / R&R Plan of Ratle HEP at field level under the chairmanship of Divisional Commissioner, Jammu, comprising of (1) Dy.Commissioner, Kishtwar, (2) Dy.Commissioner, Doda, (3) Superintendent of Police, Kishtwar, (4) Superintendent of Police, Doda, (5) Dy. Inspector General of Police, Doda as members and Inspector General of Police, Jammu as special invitee, vide our Lr.Nos. GVK/RHEP/D(PD)/2014/65 & 66, Dt.31.07.2014 for restoring Law & Order, peace in the project area creating conducive atmosphere to re-start the works of Ratle HEP at the earliest.
22	Letter of Consent to Assignment in favour of Lenders	---	---	---	MD JKSPDC has been requested to acknowledge and accept the letter of Consent to Assignment signed by GVK addressed to Power Finance Corp., for submission to facilitate GVK to draw the first disbursement of loan vide Lr. No.GVK/RHEPPL/D(PD)/JKSPDCL/2013/063 DT.28-8-2013. It is informed that the acknowledgement would be furnished immediately after signing of Land Lease agreement.
23	Notice of Assignment			---	MD JKSPDC has been requested to acknowledge the receipt of Notice of Assignment dt.27.09.2013 addressed to JKSPDCL with a copy to Power Finance Corporation. It is informed that the acknowledgement would be furnished immediately after signing of Land Lease agreement.
24	Laying of Foundation Stone for Ratle HEP			25-06-2013	The then Hon'ble Prime Minister, Dr. Manmohan Singh and Hon'ble UPA Chairperson, Smt. Sonia Gandhi laid the foundation stone in the presence of Hon'ble Chief Minister Janaab Omar Abdullah and other dignitaries at Kishtwar on 25 th June 2013.

Sl. No.	Particulars	Milestones as per PPA	Target date as per PPA	Date of Compliance/ Expected Date of Compliance	Present Status
II	Land acquisition				
II a	Details of Land actually acquired by JKSPDC	----	----	----	567.22 Ha. of Land acquired comprising of following types of land: State : 233.96 Ha. Private : 055.52 Ha. River Bed: 138.81 Ha. Forest : 138.93 Ha.
II b	Details of Land Premium paid in installments for state / private / forest land:				
				Date of Payment --Amount Paid	
	• 1 st instalment towards acquisition of State / Private land	-----	22-06-2011	-- Rs.32.00 Crs.	
	• 2 nd instalment towards acquisition of State / Private land	-----	13-09-2011	-- Rs.02.50 Crs.	
	• 3 rd instalment towards transfer of Forest land of 138.93 Ha.	-----	27-07-2012	-- Rs.14.50 Crs.	
	• 4 th instalment towards acquisition of State / Private land	-----	18-10-2012	-- Rs.14.00 Crs.	
	• 5 th instalment to allow the usage of State Land falling under SF	-----	05.02.2014	-- Rs.03.20 Crs.	
	Total land premium paid	-----	--	-- Rs.66.20 Crs.	
II c	Approval of Govt. of J & K to allow use of 29.13 Ha., of state land falling in social forestry division, Kishtwar for construction of 850 MW RHEP.				
	<p>On survey it is found that the 10,186 nos. of trees, poles/plants, barbed wire fencing for 10,700 rtf. In 29.13 Ha of state land coming under social forest area of social forest division, Doda.</p> <p>29.13 Ha of area of Social Forestry closures is included in the awards passed by the collector Land Acquisition, Kishtwar for state land measuring 233.96 Ha area meant for the development of Ratle HEP.</p> <p>It is calculated and recommended for deposit of Rs.2,55,37,560.00 as two time compensation for the above items noticed during survey.</p> <p>Divisional Forest Officer, Social Forest Division has submitted the proposal to the Regional Director, Social Forestry dept. Jammu for approval to allow use of state land 29.13 Ha area and felling trees, poles/plants and B.wire fencing of Social Forestry closures namely Drabshalla, Drabshalla DPAP, MfpSalana and Kuligad old village wood lots vide Ir.no.602-05/SFD dt.11-10-2013.</p> <p>GVK had a meeting with Chief Conservator of Forests and Commissioner / Secretary, Forests on 2nd Dec. 2013.</p> <p>Proposals to allow use of 29.13 Ha of State land and felling of 1186 tree / poles / saplings for construction of 850 MW Ratle HEP Drabshalla by JKSPDCL in social forestry division, Kishtwar has been submitted by Principal Conservator of Forests as Agenda Item 82.01 for consideration and approval by Forest Advisory Committee on 10th Dec'13.</p> <p>Forest Advisory Committee in its 82 FAC meeting held on 10th Jan'14 has accorded approval to the proposal to allow use of 29.13 Ha of State land and felling of 10186 trees / poles / saplings for construction of 850 MW Ratle HEP subject to the condition that the work shall be started after full payment of Rs.3,20,33,306.00 towards (1) Net present value (2) Compensatory Forestation and (3) Compensation of trees / poles.</p> <p>Amount has been paid through RGTS on .31.01.2014 to MD, JKSPDCL for onward transfer to the Account of Chief Accounts Officer, O/O Chief Conservator of Forest, JK.</p> <p>The sanction has been accorded by the Secretary, Forest Department, Govt. of J&K, consequent to cabinet decision No.44/04/2014, Dt.16.02.2014 vide Govt.Order No.108-FST of 2014, Dt.05.03.2014 allowing the use of 29.13 Hectares of State land and felling of 10186 tress/poles/saplings for construction of 850 MW RATLE HEP, Drabshalla by JKSPDC in social forestry Division, Kishtwar.</p> <p>Social Forestry department has permitted us to carry out the works at Kuligad area for construction of approach road / drilling of exploratory holes for testing of quarry and other allied activities.</p>				
II d	<p>The MD, JKSPDC has been requested for re-assessment of compensation for structures at Kandini getting submerged due to construction of Ratle HEP based on the representation received from the inhabitants of Kandini village vide GVK Lr.No.GVK/RHEP/D(PD)/2014/27, dt.09.04.2014.</p> <p>The MD, JKSPDCL wrote a Letter to DC, Kishtwar to consider the request of inhabitants on its merits for re-assessment of structures to arrange payment as a part of land premium vide Lr. No.JKSPDC/CJ/P-237/908-09, dt.24.04.2014</p> <p>The additional amount required to be paid will be deposited as a part of land premium on receipt of approval and intimation from MD, JKSPDCL.</p>				

Sl. No.	Particulars	Milestones as per PPA	Target date as per PPA	Date of Compliance / Expected Date of Compliance	Present Status 55
III	EMP and R&R Plan implementation as approved by MoEF / PDD, GoJK				
1	Implementation of EMP including R & R Plan / LADP/ CSR Activities.	Implementation of EMP during the execution of the project and RR Plan within 18 months from the date of attaining financial closure i.e. 30-09-2013	----	----	<p>Implementation of EMP plan including R&R plan has been discussed with MD, JKSPDCL and Principal Secy. PDD, on 2nd / 3rd Dec. 2013. It has been requested to invite GVK as a member to attend the meetings of the Empower committee constituted by Govt. for implementation & monitoring of Environment Management Plan of 850 MW Ratle HEP under the Chairmanship of Chief Secy. GoJK. This issue has been brought to the kind notice of Hon'ble Chief Minister for our participation in the meetings.</p> <p>A meeting of the Empowered Committee constituted by the Govt. for implementation & monitoring of Environment Management Plan of 850 MW Ratle HEP under the Chairmanship of Chief Secy. GoJK on 4-12-2013. The plan was deliberated upon and it was decided to finalize the scope of each activity in consultation with the line departments and stake holders so that benefits envisaged in the plan fructify on ground effectively and in a transparent manner.</p> <p>It has been decided in the meeting to (1) build Airstrip (2) modern Hospital (3) Sports Stadium (4) improvement of infrastructure facilities in ITI s of the area and (5) capacity building of ITI s for providing training in the required disciplines of Hydro Power Projects.</p> <p>As per the decision taken by the empowered committee on 04.12.2013, DC, Kishtwar is in the process of arranging imparting training to one member of PAF of Ratle HEP on their suitability of timing in their specialized field, to facilitate their employments in the Ratle HEP.</p> <p>Necessary amount will be deposited to impart training on receipt of intimation about requirement of funds under Skill development activities of local area development plan.</p>
2	Implementation of R & R Plan	Finalization of the list of PAFs and approval of the Govt.			<p>DC has discussed about the finalization of project affected families with our GVK officials on 10th Dec. 2013.</p> <p>The PAFs list comprising of 293 project affected families has been furnished to DC, Kishtwar on 10.12.2013 with the details of (1) name of the family head (2) name of dependents (3) name of the person proposed for employment with qualification.</p> <p>DC, Kishtwar has approved the List of 293 PAFs vide DC Lr. Dt.05.06.2014.</p> <p>It is to be informed that the final PAFs list submitted may have minor changes after the balance payment of compensation by the Collector land acquisition, Ratle HEP, Kishtwar.</p>
3	Providing of Bus for School children for children of Project affected families.				<p>The School Bus has started operating from 5th May 2014 for pick-up and dropping of school children of affected villages from Kandini to Thatri by GVK.</p> <p>The second school bus is being arranged to provide complete transport facility for school children of the Project affected villages.</p>
4	Minutes of the Meeting of Project level committee & District level committee convened by DC, Kishtwar on 10 th June 2014 for implementation of EMP including R&R Plan of Ratle HEP which includes execution of certain works under LADF.	<p>Brief Details of the Minutes of the Meetings:</p> <ol style="list-style-type: none"> 1) Payment of Compensation under various Heads to the PAFs as per the approved R&R Plan. 2) Training of Project affected families 3) Transporting facility for school going children under CSR plan. 4) Procurement of Two Critical Care Ambulances under LADF. 5) Construction of Air Strip at Kishtwar 6) Providing of Cattle fodder under CSR Plan. 7) Execution of the following works under LADF by the relevant department of Go.J & K <ul style="list-style-type: none"> • Renovation of school building at Drabshalla at an estimated cost of Rs.20.89 Lakhs. • Construction of crematorium shed at Drabshala at an estimated cost of Rs.4.16 Lakhs. • Construction of water reservoir at Drabshala at an estimated cost of Rs.8.51 Lakhs. 			<p>During the meetings held by GVK with the people of all the affected villages on 5th & 6th Jan'14 and 22nd & 23rd February 2014, by Mr.PVP Reddy along with Mr.PMK Gandhi, Mr. S K Mishra, Mr.Santosh Kumar Singh, Mr.Arun Kumar singh, Mr. GC Parihar, and Mr. Quazi Mushtaq, it has been decided to take-up these works under LADF as per their request and necessity. We have requested MD, JKSPDC, vide our Lr.Nos.(1) GVK/RHEP/D(PD)/2014/05, Dt.17.02.2014 & (2) GVK/RHEP/ D(PD)/2014/14, Dt.04.03.2014 to consider our proposals and obtain the approval of empowered committee headed by Chief Secretary, comprising of key administrative secretaries for execution of these works at Local area development plan.</p> <p>As per the advice of MD, JKSPDC, vide Lr.No.JKSPDC/CJ/P-237/7555-56, dt.14.03.2014, the Dy. Commissioner of Kishtwar has been addressed to consider and recommend the execution of these seven works under LADF to MD, JKSPDC who is a member secretary of Empowered committee for obtaining the approval of empowered committee vide Lr.No.GVK/RHEP/D(PD)2014/20, dt.15.03.2014.</p>

		<ul style="list-style-type: none"> • Providing of water supply to PAFs Villages at an estimated cost of Rs.700 Lakhs. • Construction of 4 Kms. Metal Road connecting Project affected Villages Bhandera and benefitting the adjoining villages of Sangna, Bhutna, Nag bhutna, Prishmola, Mali, Hillor and Palan at an estimated cost of Rs.300 Lakhs. • Construction of 1 Km approach road from Drabhala Bimalmag to Village Joshana at an estimated cost of Rs.100 Lakhs. • Construction of 10 Bed Hospital with a provision to upgrade in to 20 Bed Hospital in future at Drabshalla. • Construction of lanes, drains and approach paths in Project affected villages. • Education facilities in schools of affected villages at a tentative cost of Rs.100 Lakhs. 	<p>A Joint meeting of project level committee and District Level Committee has been convened by DC, Kishtwar as Commissioner, Rehabilitation & Resettlement, Ratle HEP on 10th June 2014 at Conference Hall, New DC Office, Kishtwar.</p> <p>DC, Kishtwar has communicated the Minutes of the Meeting on the various decisions taken vide Lr. No.DC/K/14/38/RR, Dt.11.06.2014.</p> <p>DC is being requested to furnish the proposals to MD, JKSPDCL who is the member secretary of Empowered Committee (EC), headed by the Chief Secretary, Go.J&K, comprising administrative secretaries for obtaining the approval of the Empowered Committee (EC).</p> <p>The required amounts will be deposited on receipt of intimation from MD, JKSPDC for onward transfer to the respective departments of J& K for execution of these works from LADF Funds covered under EMP as per the approval of Empowered Committee.</p>
5	Implementation of Catchment Area Treatment (CAT) Plan and Bio-diversity Management Plan.		<p>The Secretary to Govt. Forest Dept. has been addressed on 27.03.2014 for causing necessary instructions to the Forest Dept. for preparation of scientific project report for implementation of Catchment Area Treatment Plan at an approved cost of Rs.262.35 Crores.</p> <p>Further to our discussions held with MD, JKSPDCL & Mr. Sharma, Director of Soil Conservation Dept. on 05th April 2014 in the office of MD, JKSPDCL, Jammu for finalization of CAT Plan and as per the minutes of the meeting held under the chairmanship of Secretary to Govt. Forest Dept. on 24.04.2014, LOA has been issued to M/s. R S Envirolink Technologies Pvt Ltd. for providing consultancy services for preparation of Action Plan for Catchment Area Treatment (CAT) and Bio-diversity Management Plan for free draining catchment of Ratle HEP on River Chenab, Drabshalla, Kishtwar District, J & K State vide Lr. No. GVK/RHEPPL/LOA/49, Dt. 30th June 2014.</p> <p>M/s. R.S.Envirolink Technologies Pvt. Ltd., is in the process of preparation of action plan for catchment area treatment (CAT) and Bio-diversity Management Plan and work is expected to be completed within 20 weeks as per schedule.</p> <p>We are in the process of paying Rs.4 Lakhs (Rupees Four Lakhs) towards mobilization advance of 20% of the consultancy fee.</p>
6	<p>Payments made towards implementation of R&R plan to MD JKSPDCL for onward transfer to DC Kishtwar</p> <ul style="list-style-type: none"> • 1st installment towards evacuation of GujjarBasti Structures near Darbshala on 30-8-2013 • 2nd installment for implementation of R&R plan <p style="text-align: center;">Total amount paid</p>		<p>-- Rs.00.2565 Crs.</p> <p>-- Rs.10.00 Crs.</p> <p>-- Rs.10.2565 Crs.</p>

S.No.	Particulars	Milestones as per PPA	Target date as per PPA	Date of Compliance/ Expected Date of Compliance	Present Status 57
IV Power Evacuation					
1	Grant of Connectivity for 850 MW RHEP of GVK RHEPPL by PGCIL.	Grant of connectivity by PGCIL to be obtained within 21 months from the effective date and Providing of transmission facilities within 210 days prior to the scheduled COD of 1 st Unit	31.03.2012 01.09.2017	17.12.2013 (Date of communication of grant of connectivity) 01.10.2018 (Date from which connectivity is granted)	<p>Revised application submitted for grant of connectivity of 850MW Ratle HEP to the ISTS on 09.03.2012, since change in the capacity of project is more than 100MW.</p> <p>During the northern region meeting held on 02.01.2013, in the power grid office it has been agreed and granted (1) connectivity for 850 MW RHEP and (2) Long Term Access (LTA) for 690 MW capacity.</p> <p>We have received intimation from PGCIL to the effect that (1) the connectivity of 850 MW RHEP has been granted and (2) requested for signing of transmission agreement of connectivity and submission of Bank Guarantee for Rs.21.25 Crores vide Letter No.C/CTU/C/N/ 13/05, Dt.16.12.2013 and reminded vide Lr. No.CC/COMML/ CONNECTIVITY/ GVKRatle/ 2014, dt. 24.02.2014</p> <p>Obtaining of BG for Rs.21.25 Crores under process.</p> <p>Signing of Transmission agreement of Connectivity is contemplated in September, 2014 after obtaining the approval of COD extension from Go.JK expected in September, 2014.</p>
2	LTA for transfer of 690 MW Power from 850 MW RHEP of GVK RHEPPL by PGCIL	LTA from PGCIL is to be obtained within 21 months from the effective date. Providing of transmission facilities within 210 days prior to the scheduled COD of 1 st Unit	----- 01.09.2017	03.02.2014 (Date of communication of grant of LTA) 01.01.2019 (Date from which LTA is granted)	<p>The Application has been submitted for grant of connectivity of 690 MW Power from 850 MW RHEP vide GVK Letter No. GVK / D (PD) / RHEPPL / PGCL / 2011 / 002, Dt. 28.04.2011.</p> <p>During the northern region meeting held on 02.01.2013, in the power grid office it has been agreed and granted (1) connectivity for 850 MW RHEP and (2) Long Term Access (LTA) for 690 MW capacity.</p> <p>We have received intimation from PGCIL to the effect that (1) the Long Term Access (LTA) for transfer of 690 MW Power from RHEP (850 MW) has been granted in line with the above meeting and (2) requested for signing of Long Term Access Agreement and submission of Bank Guarantee of 13.25 Crores vide Letter No. C/CTU/LTA/N/2013/08, Dated 03.02.2014 and reminded vide Lr. No.CC/COMML/ CONNECTIVITY/GVKRatle /2014, dt. 24.02.2014.</p> <p>In view of the above, it is required to sign LTA for contracted capacity of 522 MW by JKSPDC / PDD and for the balance installed capacity of 168 MW by GVK RHEPPL.</p> <p>JKSPDCL has been requested to convey their consent for signing of LTA by JKSPDC / PDD for contracted capacity of 522 MW.</p> <p>Obtaining of BG for Rs.13.25 Crores under process.</p> <p>Signing of Long Term Access Agreement (LTAA) is contemplated in September, 2014 after obtaining the approval of COD extension from Go.JK expected in September, 2014.</p>
3	Providing of 125MVA bus reactor as suggested by CEA	Obtaining of approval from JKSDCL / PDD, GOJK and modification of PPA accordingly	---	---	<p>M.D. JKSPDCL has been addressed on 25th Oct. 2011, for approval and modification of Schedule-8 of PPA for this proposal as approved by CEA.</p> <p>JKSPDC has clarified that that the provision of 125 MVA bus reactor as suggested by CEA during the appraisal of the project and therefore it is an integral part of TEC and as such this will not entail any modification as per Lr. No: JKSPDC/TECH/P-237/CJ/4084-86</p>

S. No.	Particulars	Milestones as per PPA	Target date as per PPA	Date of Compliance/ Expected Date of Compliance	Present Status
58					
V Providing of Construction Power (CP) of 10MW by JKSPDCL in phased manner at 33kV level					
1.	Providing Construction Power of 2MW at 11 KV from Thatri initially and finally 10MW of power from 33/11 KV substation, Drabshalla	Shall be provided as per the requisition of the "Seller" Application submitted to JKSPDCL on 04.03.2011.	Within reasonable period	Requirement of CP in phases. Phase I -- 0.75MVA at 11KV immediately Phase II -- 2MVA at 11 KV by Dec' 2014. Phase III -- 10 MVA at 33 KV during 2015/16.	1) Enhancement of power transformer capacity from 6.3 MA to 10 MA at Thatri S/s completed. 2) Erection of 11 KV line from Thatri S/s to Drabshalla completed and 11kv Line test charged on 1 st Mar 2013. 3) Erection of 33 kv line from Kisthwar to project site at Drabshalla completed 4) Erection of 33/11 kv S/s at Drabshalla by PDD is under progress and expected to be completed by end of December 2014.
2.	Augmentation of Power transformer capacity at Kishtwar EHT substation to provide 10 MW construction power.				Erection of (1)10 MVA 132/33 kv power transformer (2) 132kv transformer bay (3) 33 kv line bay and (4) transfer bay under progress.
3.	Providing of 2 MA construction power in phases at 11 KV				Application submitted on 23-5-2013 in standard format to Executive Engineer, M&RE division, PDD, Kishtwar for HT connection to avail 2 MVA construction power in phases. As per the request of Executive Engineer, PDD BG for Rs.28.7 lacs as against the security deposit has been submitted on 06.11.2013 to process the HT connection. The Prl. Secretary, PDD, GoJK accorded sanction for 2 MW Power Load connection in favour of GVK RHEPPL for construction of 850 MW Ratle HEP, at Drabshalla, Kishtwar vide Govt. Order No.117-PDD of 2014, dt. 05.06.2014. The Executive Engineer, Inspection Division, PDD, Jammu along with two members have visited the project site on 28.06.2014, for inspection and clearance to charge 11 KV Line and connected equipment. The Executive Engineer, Inspection Division, PDD, has issued Provisional Certificate for charging 11 KV Thatri – Drabshalla Line vide Lr. No. EIDJ/734-35, Dt.30.07.2014. We are in contact with the Executive Engineer, EM&RE Division, PDD, Kishtwar for availing 2 MW Construction power duly charging the 11 KV Thatri – Drabshalla Line.
4	Payments made for providing 2MW /10 MW construction power to MD JKSPDCL for onward transfer to Chief Engineer, EM&RE PDD Jammu				
	<ul style="list-style-type: none"> Payment made through RTGS to M.D, JKSPDCL for 452.625 lacs on 26-12-2011 for onward transfer to Chief Engineer System and operations PDD Jammu for construction of 33/11kv SS at Drabshala and 33kv line from Kishtwar to Drabshala for availing 10MW of const. power. An amount of Rs.60.60 lakhs has been credited in favour of MD, JKSPDC on 18-10-2013 for onward transfer to Chief Engineer, EM&RE PDD Jammu for erection of 11 kv Thatri receiving station to Drabshala (Ratle HEP site) and augmentation power transformer capacity from 6.3 KVA to 10 MVA at Thatri An amount of Rs.168.44 lakhs has been credited in favour of MD, JKSPDC for onwads transfer as token money in favour of Chief Engineer, System and operations PDD Jammu as against Rs.590.30 Lakhs for construction of transformer bays at 132 kv level and 33 kv level in 132/33 kv main grid station Kishtwar. Balance amount of Rs.421.86 Lakhs is to be paid towards the erection of 10 MVA, 132/33 KV Three Phase Power Transformer and connected civil works as early as possible. BG for Rs. 28.7 Lacs dated 6-11-2013 towards the security deposit has been furnished to the Executive Engineer, M&RE division, PDD, Kishtwar on 06.11.2013. 				
VI Re-alignment of National Highway NH 244 (NH 1B) from km. 87.1 to 90.9 of Batote Kishtwar :					
1	Construction of 4.9 KM of new stretch of road due to submergence of existing stretch of 2.5 kms between Kandani and Drabshalla on construction of Ratle dam and impounding of reservoir.	Start Date - Jan 2012	End of Jan. 2014	---	During a meeting with Chief Engineer, BRO Taken by the MD, JKSPDC on 16 th November 2012, it was reported by the BRO that the Ministry of Road Transport & Highways (MoRT&H) has decided that the entire cost of the project which is Rs.34.17 crores shall be borne by JKSPDC/developer. Accordingly, JKSPDCL has requested for arranging payment of Rs.34.17 Crs. in two instalments as per the MOU signed vide Lr.no.JKSPDC/Tech/P-237/2364-65,dt.16-11-2012and No.JKSPDC / Tech / P-237/ 3937-38 dt.29-8-2013. Revised MOU signed between JKSPDC and BRO on 23 rd Jan 2013 for execution of work at Rs.34.17 crs. As per the revised MoU signed the work shall be completed within two years from the date of signing of MoU. We have communicated our acceptance for payment of Rs.34.17 crs. in two instalments for construction of 4.9 km new road by BRO vide Lr. NO: GVKRHEEPL/PD/JKSPDCL/2012/34 dated 31.12.2012.

					<p>Rs.7.5 crores has been paid against the payment of 18 crs. towards first instalment as per the bill entered and the balance in the second year i.e. after April 2014 depending on the progress of work. During the review meetings held with MD, JKSPDCL, it has been agreed to review the progress with the officials of BRO during the monthly review meetings. Handing-over of the land acquired for construction of re-alignment road to BRO has been completed on 11.02.2014.</p> <p>An amount of Rs.15.33 Lakhs has been transferred to the account of MD, JKSPDC, on 08.04.2014 for onward transfer of Rs.7.61 Lakhs to EM & RE Division, Kishtwar and Rs.7.72 Lakhs to the Executive Engineer, Sub-transmission Division, Doda for carrying out the shifting of 1.5 Kms of 11 KV Line and 33 KV Ratle Line near Kandini respectively which are coming in the way of re-alignment road construction. The Lines diversion works are in progress.</p> <p>Construction of road formation completed for 2.5 Kms stretch in Kandini / Phagumarh area.</p>
2	<p>Payments made to MD JKSPDCL for onward transfer to BRO for construction of realignment of road Batote-Kishtwar between KM 87.100 and KM 90.900 at Drabshala.</p> <ul style="list-style-type: none"> An amount of Rs.50.00 lakhs transferred to JKSPDCL through RTGS vide UTR No.UTIBH13070017638 ON 11-3-2013 as part payment of 1st installment for onward transferred to BRO for execution of road realignment work. An amount of Rs.10.00 crs. has been credited to account no. 002101010009058 in favour of MD, JKSPDCL towards part payment against the payment of Rs.18.00 crs. in the first instalment. The balance payment of Rs.7.5 crs. of 1st installment would be arranged during the month of March 2014 on review of the progress of work during the monthly review meetings held by JKSPDCL along with the officials of BRO. An amount of Rs.15.33 Lakhs has been transferred to the account of MD, JKSPDC, vide NEFT Reference No.SM328215415/MD J AND K SPDC JAMMU, dt. 08.04.2014 for shifting of 11 KV & 33 KV Lines coming in the way of re-alignment of road. 				
VII	<p>Engagement of Private Agency for providing Security at Project site, Drabshalla:</p> <ul style="list-style-type: none"> During the site visit of Mr. Prasanna Reddy along with Mr. PMK Gandhi, Mr. Niranjn Reddy, Mr. S K Mishra & Mr. Santosh Reddy to the Project site from 25th to 29th April 2014, it has been decided to provide security at the project site engaging one of the private agencies organized by retired police personnel facilitating affective coordination with local police in case of emergency and necessity. In view of the above, it is proposed to dispense with the engagement of police check-post which is under the process of approval by the Home Department with payment of Rs. 1 Crore Per Annum which may increase over the years resulting in the heavy financial burden. The Private Security agency will organize Check posts at the entrances of (1) upstream bridge, (2) downstream bridge, (3) Drabshalla view point, (4) Power house intake and (5) Colony and office establishment area. The Private Security Agency can be dispensed with after completion of the project construction and Security with limited persons can be continued during the operation of the project over 35 years. As indicated above, it is under the process of obtaining the quotations for consideration and to obtain the approval for engagement of Security agency. 				
VIII	<p>Approval for installation of 850 MW Ratle HEP under Section 92 of the Act and subsequently grant of License for operational of the scheme under Section 97 of the Act by J&K State Water Resources Regulatory Authority (JKSWRRA) / PHE, I & FC Dept. GoJK:</p>				
1)	Approval for installation of 850 MW RHEP Scheme by JKSWRRA / Dept. of PHE, I & FC, Go.JK.		03.01.2014	Public Health Engineering, Irrigation and Flood Control Dept., accorded approval for installation of 850 MW Ratle HEP vide Letter No.Pw/Hyd/P&S/ 61/ HEP 850 MW/2012-13, Dt. 03.01.2014.	
2)	Grant of License for installation and operation of 850 MW RHEP scheme by JKSWRRA / Dept. of PHE, I & FC, Go.JK.		----	Application submitted to the Commissioner/Secretary, PHE, Irrigation and FC dept. GoJK for grant of license under section 97 read with section 91, 1 A of JK Water Resources Act, 2010 as amended in 2012 vide Letter No.GVK/RHEPPL/D/ (PD)/2014/18, Dt.10.03.2014. Approval awaited.	
IX	<p>Grant of final Mega Power Project Status by Ministry of Power (MOP), GOI :</p>				
1	Grant of in-principle Mega power project status		13.11.2011	In-principle Mega Power Project Status was granted by MOP on30th Nov-2011.	
2	Grant of final Mega power project status			Central board of Excise and Customs, Ministry of Finance issued notifications restricting the benefits of nil customs duty and Excise duty for Mega Power Projects approved by MOP before 19th July-2012, the date on which Cabinet took the decision in view of the above Ratle HEP is not eligible for getting final Mega Status approval. Representation has been made to MD JKSPDCL / PDD GoJK for writing letter to GOI by the Hon'ble Chief Minister recommending for revival of Mega Status vide Lr.No. GVK/D(PD)/RatleHEP/JKSPDCL/ 2012/31 dated 23-10-2012. Hon'ble Chief Minister wrote a DO letter to the Honorable Prime Minister , GOI on 03.12.2012 for revival of Mega power project policy for all Hydro power projects of capacity 350 MW and above including 850 MW Ratle HEP in the state of J&K. Approval not received from Ministry of Power, GOI.	

Sl. No.	Particulars	Milestones as per PPA	Target date as per PPA	Date of Compliance/ Expected Date of Compliance	Present Status
X	Statutory clearance				
1	Approval of JKSPDCL / PDD, GOJK for increased capacity of 850MW (4x205 MW plus 1x30MW)	---	--	25.10.2012	PDD, GoJK granted approval for enhancement of generation capacity of RHEP from 690 to 850 MW vide Govt order no: 335 / PDD/2012 Dt 26.10.2012, as per cabinet decision no: 204/ 31/ 2012 dt: 25.10.2012.
2	Indus Water Treaty (IWT) Clearance	---	31.03.2012	16.08.2012	Indus wing, Ministry of water resources,(MOWR) has accorded IWT Clearance vide Lr no :3/5/207-IT /6613-15 dt 16.08. 2012.
3	Environmental Clearance (EC) from MOEF	Within 21 months from the date of signing of PPA	31.03.2012	12.12.2012	MOEF, GOI accorded Environmental Clearance (EC) vide Lr.no : J-12011/39/2010-1A -1 dt: 12.12.2012
4	Techno Economic Clearance (TEC) of 850 MWA RHEP from Central Electricity Authority (CEA), MOP	Within 21 months from the date of signing of PPA	31.03.2012	19.12.2012	CEA ,MOP,GOI has accorded TEC of 850 MW RHEP vide LR.NO: 2/J&K/ 23/CEA /11-PAC/7820-51 dt 19.12, 2012
XI	Consents / Clearances from various Dept. of GOJK				Details as per annexure II
XII	Clearances from various Ministries, Govt for 850 MW Ratle HEP				Details as per annexure III
XIII	Various technical studies to be conducted as per CEA guidelines.				
1	Site Specific Design Earthquake Parameters for Ratle HEP		31.03.2013	03-09-2013	<ul style="list-style-type: none"> ▪ Site specific design earthquake parameters study report has been conducted by Dept. of Earthquake engineering. IIT Roorkee and furnished on 22nd Jan.2013. ▪ The report of site specific Seismic Design Parameters studies on Ratle Project was submitted to Chief Engineer FE&SA Directorate, NCSDP on 27-02-2013. ▪ Meeting was held by National Committee on Seismic Design Parameters (NCSDP) for approval of Site Specific Seismic Design Parameters on 28-6-2013. ▪ NCSDP has in principle agreed for adoption of Vertical Seismic Coefficient as 2/3 of horizontal seismic coefficient for the dam design of Hydro projects including 850 MW Ratle HEP during the internal meeting held on 8th July 2013. ▪ FE&SA Directorate and Member-Secy (NCSDP), CWC has communicated the clearance of NCSDP vide Lr.No.2/2/ 2013 (Vol-I/FE&SA/609 dt.3-9-2013).
2	Reservoir Rim Stability Studies	---	31.03.2013	30.03.2014	<ul style="list-style-type: none"> ▪ M/s Advanced Technology & Engg. Services (ATES) has been appointed as Consultants for carrying out Rim Stability Studies for Ratle HEP on 6th Feb. 2012. ▪ Reservoir Rim studies completed on 30th March 2014.
3	Hydraulic Model Studies		31.03.2013	01.04.2014	<ul style="list-style-type: none"> ▪ Irrg. Research Institute, Rookie (IRI) have been appointed as Consultants and Work Order issued on 9th July 2011 for carrying out Physical Hydraulic Model Study. ▪ Model prepared at IRI. Dam and spillway incorporated in the model. ▪ IRI is in the process of incorporating certain changes in the Model study for 850 MW RHEP. ▪ Hydraulic Model Studies completed on 1st April 2014.

Sl. No.	Particulars	Milestones as per PPA	Target date as per PPA	Date of Compliance/ Expected Date of Compliance	Present Status
61					
XIV	EPC Packages				
1	EPC Package for Civil / HM Works for 850MW (4x205 MW plus 1x30 MW) RHEP	---	--	20.07.2012/ 15.11.2012	LOI issued for civil / HM works in favour of M/s GVK Projects and Technical Services Ltd (GVKPTSL) on 20th July 2012 and in turn GVKPTSL has issued LOA to M/s L&T as sub- contractor for Main Civil/ HM package on 15th Nov 2012 .
2	EPC package for E&M Works for 850MW (4x205 MW plus 1x30 MW) RHEP	---	--	31.12.2012	LOI issued for E&M works in favour of M/s Alstom India Ltd on 31st Dec .2012
XV	Financial Closure	---	31.03.2013	30-9-2013	PFC has sanctioned loan for the project in Feb 2013 . Finance Closure attained on 30-9-2013 .
XVI	Pre-construction activities				
1	85m temporary bridge on U/s of the Dam	---		31.12.2012	Completed
2	Approach roads to upstream bridge	---	---	31-03-2014	Completed
3	110m permanent bridge on D/s of the Dam	---	---	---	Under progress
4	Approach roads to downstream bridge	--	---	---	Under progress
5	Erection of Colony	--	---	---	Under progress
XVII	Project Execution				
1	Start of mobilization of Main Civil Works		----	Feb 2013	
2	Start of Civil / H&M Works as per EPC Contract awarded		---	April 2013	DT Inlet 1: Heading work completed for 298.00 m and work in progress for balance 173.93 m Length and expected to be completed by end of September 2014 (Total length of DT 1 -- 471.930 m.) DT Inlet 2: Heading work completed for 192.00 m and work in progress for balance 359.26 m Length and expected to be completed by end of November 2014 (Total length of DT 2 -- 551.26 m.)
3	Start of E&M Design Works as per EPC Contract awarded		---	October, 2013	
4	Pert Chart indicating the timelines for execution of the project.		---	---	Pert chart will be furnished shortly.

850MW Ratle Hydroelectric Project in the State of J&K

Status Report on Land Acquisition as on 31.07.2014

(Area in Ha.)

Sl. No.	Particulars	State (A)	(RBA) (B)	Private (C)	Forest (D)	Total (A+B+C+D)
I. LAND REQUIREMENT PROJECT COMPONENT WISE						
1	Land coming under submergence	50.31	46.61	18.44	44.79	160.15
2	Land for reservoir Rim Stability (1029masl to 1040masl)	17.98	-	04.01	12.52	34.51
3	Colony Area	80.87	-	24.06	-	104.93
4	Main project components & Infrastructure works.	32.04	-	03.47	63.63	99.14
5	Quarry Area	34.30	-	01.73	-	36.03
6	Dumping Area	15.77	-	-	14.82	30.59
7	Re-alignment of NH-1B	02.69	-	03.81	03.17	09.67
8	Other River Bed Area (RBA)	-	92.20	-	-	92.20
9	Total land (State+ RBA+ Private + Forest)	233.96	138.81	55.52	138.93	567.22
II. STATUS OF LAND ACQUISITION						
1	State / Pvt. Land under process of acquisition	233.96	-	55.52	-	289.48
2	Notification issued under Sec.17 and 9 & 9A for State & Private Land and tentative awards published	233.96	-	55.52	-	289.48
3	Rates approved by Dy.Commr. / Divisional Commr. / Fin. Commr. (Revenue) / Commr. (Revenue) – GoJK	233.96	-	55.52	-	289.48
4	Disbursement of compensation for State / Pvt. land	233.96	-	55.52	-	289.48
	By Collector RHEP Badrawah - Completed	18.55	-	01.73	-	20.28
	By Collector RHEP Kishtwar - Completed	115.33	-	37.22	-	152.55
	By Collector RHEP Kishtwar - Under Process	100.08	-	16.57	-	116.65
5	Final awards publication	233.96	-	55.52	-	289.48
	By Collector RHEP Badrawah - Completed	18.55	-	01.73	-	20.28
	By Collector RHEP Kishtwar - Completed	215.41	-	53.79	-	269.20
6	Mutation of State / Private land in the name of JKSPDCL	233.96	-	55.52	-	289.48
	By Collector RHEP Badrawah - Completed	18.55	-	01.73	-	20.28
	By Collector RHEP Kishtwar - Completed	215.41	-	53.79	-	269.20
7	Diversion of Forest Land by GoJK to JKSPDC (Approved vide GoJK Order No. 234-FST Dt. 27.04.2012)	-	-	-	138.93	138.93
8	River Bed Area (RBA) (Not required to be acquired)	-	138.81	-	-	138.81
9	Total Land actually acquired by JKSPDC (State/RBA/Private/ Forest) (1+7+8) (The revised proposal submitted for approval of the cabinet due to change in the quantities of the land under various heads.) --- Approval awaited	233.96	138.81	55.52	138.93	567.22
10	Land taken into possession by JKSPDC	233.96	138.81	55.52	138.93	567.22
11.	Approval and signing of Land Lease Deed --Approval of Land Lease deed awaited --Expected Date of Signing of Land Lease deed -- End of August, 2014	233.96	138.81	55.52	138.93	567.22
12	Handing Over of the Land on lease basis by JKSPDCL to GVK RHEPPL. --Expected Date of Compliance -- End of September, 2014	233.96	138.81	55.52	138.93	567.22

850MW Ratle Hydroelectric Project

Annexure-IB
Target Dates for various activities for completion of land acquisition as on 31.07.2014

(Area in Ha.)

S No	Status of Land Acquisition	Date of completion	Expected date of completion	Remarks
1	Identification of 567.22 Ha of State/private/forest land jointly by GVKRHEPPL/JKSPDC for acquisition	16-May-11	-	-
2	Issue of notification under section 17 and 9 & 9A and publication of tentative awards for State / Private land of 336.09 Ha.	30-Apr-12	-	-
3	Rates approved by Dy.Commr. / Divisional Commr. / Fin. Commr. (Revenue) / Commr. (Revenue) – GoJK for 336.09 Ha. of State / Pvt. land	31-May-12	-	-
4	Disbursement of compensation for 336.09 Ha. of State / Pvt. land			
	a) For 172.83 Ha. of State / Private land Completed	30-Jun-12	-	Disbursement of INR 34.5 Crs. completed for 172.83Ha of State / Pvt. land 2012.
	b) For balance land of 116.65 Ha. of State / Pvt. land - --- Under Process	-	31.08.2014	Disbursement of balance amount of INR 8.0 Crs. for 116.65 Ha of State / Pvt. land by Collector, LA, Kishtwar under process.
5	Publication of Final Awards for 336.09 Ha. of State / Private Land		---	-
	a) For 172.83 Ha. of State / Private land --- Completed	30-Jun-12	---	-
	b) For balance land of 116.65 Ha. of State / Pvt. land - --- Completed	11.Sep-012	---	-
6	Mutation 289.48 Ha. of State / Pvt. land in the name of JKSPDCL		---	-
	a) For 20.28 Ha. of State / Private land --- Completed	30-Jun-12	---	-
	b) For balance land of 269.20 Ha. of State / Pvt. land – --- Completed	31 st Oct-12	---	-
7	Identification of 138.81 Ha River Bed Area not required to be acquired	16-May-12	---	-
8	Diversion of 138.93 Ha. of Forest Land by GoJK to JKSPDC for construction of RHEP	27-Apr-12	---	
9	Taking into possession of State / Pvt. / River bed Area / Forest land by JKSPDC			
	a) State / Pvt. land—	15.04.2013	---	-
	b) Forest Land -	31.05.2013	---	-
	© River bed area RBI -	31.05.2013	---	
10.	Approval and signing of Lease Deed		31.08.2014	
11	Handing over of 567.22 Ha. of State / Pvt. / Forest land on lease basis by JKSPDCL to GVKRHEPPL		30.09.2014	

**850MW RATLE HYDROELECTRIC PROJECT IN THE STATE OF J&K
DETAILS OF CONSENTS / CLEARANCES OBTAINED
FROM VARIOUS DEPARTMENTS OF J&K STATE
AS ON 31.07.2014**

Annexure II

Sl. No.	Name of department	Requirement	Date of clearance obtained	Present Status
1	Irrigation Department Jammu	Consent to establish project	23.04.2012	C.E. Irrig. Dept. accorded consent for construction of 850MW Ratle H.E. Project vide Lr. No. IFJ/DB/917-18 Dt. 23.04.2012
2	PHE Department Jammu	Consent to establish project	23.04.2012	C.E., PHE Dept. accorded consent for construction of 850MW Ratle H.E. Project vide Lr. No.PHEJ/DB/687-89 Dt.23.04.2012
3	Tourism Department, J&K State	Consent to establish project	20.04.2012	Director, Tourism Dept. accorded consent for construction of 850MW Ratle H.E.Project vide Lr. No. DTJ/PS/55 Dt. 20.04.2012
4	Fisheries Department, J&K	Consent to establish project	02.02.2013	Director, Dept. of Fisheries accorded consent for construction of 850MW Ratle H.E. Project vide Lr. No.DFO/CJ/2013/4377 Dt. 02.02.2013
5	Permission to carryout Infrastructure works such as bridges, approach roads and colony construction	Permission to be obtained	16.02.2013	Chief Engineer, accorded permission vide Lr. No. CID/560/4475-76 Dt. 16.02.2013
6	Consent to establish 850 MW Ratle HEP from J&K state Pollution Control Board, Jammu	Consent to establish project	22.02.2013	J&K PCB granted consent for establishment of 850 MW Ratle HEP vide Lr. No: SPCS /T/C/PP/2012/8276-78 dt 22.02.2013. Applied for renewal of consent by PCB on 29.03.2014. Approval awaited.
7	Wildlife Protection Dept ,	No objection certificate to establish project	18.03.2013.	Wild life protection Dept GOJK issued no objection certificate to establish 850 MW RHEP vide Lr. No : WLP/TECH/086-07 dt 18.03.2013.
8	Clearance for Tribal Affairs	Clearance to be obtained from Dept of Social welfare GOJK	17.04.2013	Commissioner / Secretary Dept of Social Welfare GOJK issued no objection certificate vide Lr. No: GOJK/SW/SCW/ 21/2010 dt 17.04.2013
9	Labour Department, Kishtwar/Jammu	Permission / Registration	27.09.2011	Certification of registration issued by Labour Dept., vide Lr. No.ALC/K/8 Dt. 27.09.2011
10	Sales Tax Registration	Registration Certificate	14.01.2012	Certificate of Service Tax Registration issued vide Lr. No. 101401182975 Dt. 14.01.2012
11	Principle Secretary, PDD, Go.J&K.	Approval of enhancement of generation capacity of Ratle HEP from 690 MW to 890 MW	26.10.2012	Approval for enhancement of generation capacity of Ratle HEP from 690 MW to 890 MW as per Govt. Order No.335-PDD of 2012, dt.26.10.2012 in pursuant to cabinet decision No.204/31/2012, dt.25.10.2012.
12	Chief Engineer CI&D Wing, JKSPDC, Jammu	Water Availability Certificate	04-07-2013	Water availability certificate has been issued by Chief Engineer CI&D Wing, JKSPDC, Jammu vide Lr.No.CI&D/525-III/988/91 dated 4 th July 2013.
13	Sarpanches of Panchyat Halqa's Dugga & Badhat	No Objection Certificate	10.06.2013	NOC dated 10.06.2013 from Sarpanches of Panchyat Halqa's Dugga & Badhat
14	Commissioner / Secretary PHE, Irrigation and FC Dept.	Installation of 850 MW Ratle HEP	03.01.2014	Approval granted by the Dept of PHE, Irrigation and FC as per the provisions of J&K State Water Resources (Regulation & Management Act, 2010 and amended in 2012).

850MW RATLE HYDROELECTRIC PROJECT IN THE STATE OF J&K **65**
Annexure III
STATUS REPORT OF CLEARANCES
FROM VARIOUS MINISTRIES, GOVT. OF INDIA AS ON 31.07.2014

Clearances from various Ministries, GoI for 850 MW Ratle HEP			
S.No.	Name of Department		Present Status
1	Ministry of Home Affairs (MoHA)		<ul style="list-style-type: none"> ▪ Initial application filed in July 2011 for 810 MW capacity ▪ Observations and formats from MHA received on 19th Jan. 2012 ▪ Revised Application submitted for obtaining clearance for 850MW enhanced capacity on 06.03.2013 ▪ Requisite information regarding the details of 13 nos. foreigners to be engaged has been submitted to Ministry of Power on 02.04.2013. ▪ Ministry of Power, GOI forwarded the information to Ministry of Home affairs vide Ir. No.13/8/2013/H-II dated 15th May 2013. ▪ Requisite information regarding the details of foreigner Mr.Martin Paul Buchli to be engaged and his wife has been submitted to Ministry of Power with copy to MoHA on 28-10-2013. ▪ It is learnt that MoHA has received the consents from the departments of RAW, IB & CBI. MoHA will have internal meeting during the 2nd week of May, 2014 and approval expected to be conveyed through Ministry of Power. <p style="text-align: center;">Expected clearance by the end of August, 2014</p>
2	Ministry of Defence (MoD)	01-07-2013	<ul style="list-style-type: none"> ▪ Application filed in July 2011 for 810 MW capacity RHEP ▪ Clearance accorded for 810 MW RHEP on 4th Oct-2012. ▪ Revised Application submitted for obtaining clearance for 850MW enhanced capacity on 28.01.2013 and reminded on 29.03.2013. ▪ Clearance accorded by MoD for 850 MW Ratle HEP vide Lr.No.22(21)/ 2011/D(Coord) dt. 1st July '13.
3	Ministry of Social Justice and Empowerment (MoS&E)	10-05-2013	<ul style="list-style-type: none"> ▪ Application filed in July 2011 for 810 MW RHEP ▪ Clarifications have been submitted on 6th Feb, 2013 ▪ Revised Application submitted for obtaining clearance for 850MW enhanced capacity on 28.01.2013 and reminded on 11.02.2013. ▪ Clearance accorded by Ministry of SJ & EC vide Lr.No. 61-3/2011-Cdn dt. 10.05.2013.
4	Ministry of Tribal Affairs (MoTA)		<ul style="list-style-type: none"> ▪ Application filed in July 2011 for 810 MW RHEP ▪ Clearance accorded on 9th Feb.2012 for 810 MW capacity ▪ Revised Application submitted for obtaining clearance for 850MW enhanced capacity on 06.03.2013 ▪ Further information as sought by Ministry of Tribal Affairs (MoTA) on 28-5-2013 has been furnished on 10th June 2013. ▪ MoTA has sought for further information vide Lr.No. 4/23/2012-CP&R dt.10th July 2013 in prescribed format Part I & II duly signed by Secretary, Social Welfare dept. / Dept. of Tribal Welfare, GoJK for examination and issue of clearance. ▪ Commissioner Secretary, Social Welfare Dept. GoJK has been addressed for furnishing the above information duly signed to MoTA vide GVK Lr. No. GVK/RHEPPL/2013/059 dt. 19th July 2013. Information expected to be furnished by the Deptt. of Tribal Welfare, GoJK in 3rd week of Nov.2013 ▪ Approval expected from MoTA in the month of Dec.2013. ▪ Commissioner, Social Welfare has referred the matter to DC Kishtwar for verification and submission of relevant information. Replies submitted by DC, Kishtwar. ▪ The Commissioner/ Secretary has furnished the proforma part I & II duly filled to the Ministry of Tribal welfares, GOI vide Lr. No.SW/Tribal/01/2013, Dt.16.04.2014. <p style="text-align: center;">Expected approval by the end of August, 2014</p>



No: JKPDC-TECC/11/2021/ 1491-94

Dated: ___16_/07/2024

Chairman
J&K Pollution Control Committee
Jammu

Sub: - Pollution caused by construction activities carried out by M/s MEIL in 850 MW Ratle HEP _ Reg.

Ref: -

1. D.C. Kishtwar letter No: DCK/PS/24/F.No.2/473; Dated:17.05.2024.
2. Gen/PCC/JKPDD-C-24; Dated: 14.06.2024

Sir,

Kindly refer to the letter under reference at Sl.1 vide which Deputy Commissioner Kishtwar conveyed that construction activities carried out by M/s Megha Engineering and Infrastructure Limited (MEIL) in Ratle HEP are, among other problems, causing noise and dust pollution to the residents of Drabshalla Tehsil. Also refer to the letter at Sl.2 of the Power Development Department, J&K, vide which request was made by UT Govt. to the J&K Pollution Control Committee to depute a team of experts to make on the ground assessment of the situation and take necessary steps to secure compliance to the terms and conditions of Consent to Establish issued by the Committee to the project.

In this regard, I am directed to reiterate the importance of early action in the matter to avoid escalation of the situation into a law-and-order issue.

Yours faithfully,


(Er. Sanjeev Malhotra)
SGM (Civil)
JKSPDC

Copy to: -

1. Deputy Commissioner, Distt. Kishtwar.
2. CEO, RHPCL.
3. P.A to MD, JKSPDC.

JAMMU AND KASHMIR STATE POWER DEVELOPMENT CORPORATION LIMITED
 (A Government of J&K Enterprise)

Regd. Office: Exhibition grounds, Srinagar-190009
 Ph:0194-2483783 Fax: 0194-2451665

Camp Office: Ashok Nagar, Satwari, Jammu-180004

Ph: 0191-2430548/2439039 Fax: 0191-2435403

CIN: U40101JK1995SGC001418 Website: www.jkspdc.nic.in



No: JKPDC-TECC/11/2021/1878-81

Dated: 16 /08/2024

Chairman
J&K Pollution Control Board (JKPCB)
Jammu

Sub: - Pollution caused by construction activities carried out by M/s MEIL in 850 MW Ratle HEP _ Reg.

Ref: -

1. JKPDC letter No: JKPDC-TECC/11/2021/1491-94; Dated: 16.07.2024
2. Gen/PCC/JKPDD-C-24; Dated: 14.06.2024

Sir,

Kindly refer to the letters under reference, vide which request was made to take necessary steps to secure compliance to the terms and conditions of Consent to Establish issued by JKPCB to 850 MW Ratle HE Project, as the residents of Drabshalla tehsil are complaining that construction activities carried out by M/s Megha Engineering and Infrastructure Limited (MEIL) in Ratle HEP are, among other problems, causing noise and dust pollution. In this regard, I am directed to request you to kindly convey status of actions taken by JKPCB in the matter.

Yours faithfully,

(Sanjeev Malhotra)
SGM (Civil)
JKSPDC

Copy to: -

1. Deputy Commissioner, Distt. Kishtwar.
2. CEO, RHPCL.

P.A to MD, JKSPDC.

Consent Order

Consent No.:- PCC/digital/22012758204 of 2022

Date:- 16/06/2022

Consent To Establish (Fresh) under Section 25/26 of the Water(Prevention & Control Pollution)Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981, as amended is granted in favour of

Sh. Chief Executive Officer, RHPCL
M/s Ratle Hydroelectric Project
Office: Ratle Hydroelectric Power Corporation, Shalimar Colony
Kishtwar, Kishtwar(registered with DIC vide registration No:
U40105JK2021GOI012380 date: 01/06/2021)

for a period upto one year from the date of issue for RED category of unit as per revised classification of industrial sector, subject to the following terms and conditions in a time bound manner :

1. The consent granted by the Committee is restricted to Prevention and Control of Pollution only and shall not be treated as substitute of permission required under other laws of the land.
2. The consent is granted valid for the establishment of Hydroelectric Project as mentioned below with capital investment of Rs.528194.00 lakhs:

S No.	Name	Capacity of Power Generated	Unit
1	Hydroelectric Power Project	850	Megawatt

Any change / enhancement in power project shall have to be intimated to the Committee and the project proponent has to apply afresh for the same

3. Compliance under Water Act :

a. Standards of discharge for Sewage disposal:

Sewage Treatment - The Project proponent has to install and maintain continuous operation of a comprehensive treatment system as is warranted with reference to effluent quality and operate and maintain the same continuously so as to achieve the quality to treated effluent to the following standards before disposal :-

Parameters	Range	Conc. in mg/l except for pH
pH	between	6-9
Suspended Solids	Not to exceed	100
BOD(3 days at 27 degree celsius)	not to exceed	30

b. All the Waste Water and effluent shall be treated as per norms to meet the environment standards of EP Act 1986.



Renewal/Expansion of Consent on the Site www.jkspcb.nic.in directly

Page 1

- c. Water consumption
 - i. The daily quantity of water consumption shall not exceed -KLD.
 - ii. The daily quantity of sewage effluent from the unit shall not exceed -KLD

4. Compliance under Air Act :

- a. Project proponent shall comply to National Ambient Air Quality Standards as per EP Act 1986 (refer rule 3(3B)).
- b. The unit holder has to operate stack(s) of the following specifications :

S. No	Stack attached to	Volume Nm3/hr	Height (in Meters)	Top diameter (in Meters)	Velocity of gas emission m/sec
1					

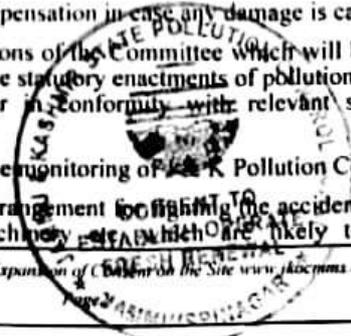
c. Project proponent has to install and maintain continuous operation of a comprehensive air pollution control system including the following pollution control devices to achieve the quality of emissions within the tolerance limits as prescribed under the environment protection act 1986:

S.No.	Pollution Control Equipments
1	Multi Cyclone Separator, Bag Filter, Dust Suppression System/Fogging System, Water Sprinkling System, Packed Bed Scrubber, Water Scrubber, ID fan, Exhaust Fans, Fire Extinguishers, Effluent Treatment Plant, Sewerage Treatment Plant, Pollution Control Devices as applicable under Environment Protection Act, Color coding bins, good houses,

d. Fuel Consumption Details :-

S.No.	Type of fuel	Maximum Quantity	Unit
1			Metric Tonnes/Day

- 5. Project proponent shall comply to the Solid Waste Management Rules 2016 dated 8-4-2016
- 6. Under the Noise Pollution (Regulation and Control) Rules 2000, the unit holder shall take adequate measures for control of noise from its own sources within the premises so as to maintain ambient air quality standards in respect of noise to less than 75dB(A) during day time and 70 dB(A) during night time. Daytime is reckoned in between 6 am to 10 pm and night time is 10 pm to 6 am
- 7. Project proponent shall comply to the Plastic Waste Management Rules 2016 dated 18-3-2016
- 8. Self Monitoring Schedule :
The unit holder shall have to get the samples of emission/Effluents analysed from the laboratory of J&K PCC or laboratories approved by J&K PCC when unit becomes operational to check the efficacy of Pollution Control Devices (PCDs) installed in the unit
- 9. Project proponent shall comply with the additional conditions as stipulated below:-
 - i. The Consent is valid for the Establishment of unit only. The unit holder can only manufacture products, at the rate of production as mentioned in consent order. Any change in production capacity, process, raw materials use etc, shall have to be intimated to the Boad. For any enhancement of the above, fresh consent has to be obtained from J & K Pollution Control Committee.
 - ii. Project proponent has to keep a record of the environmental data monitored regularly with regard to operation and maintenance of pollution control devices viz Air Pollution and Water Pollution Control to achieve the desired standards notified in EP Act.
 - iii. Pollution Control Devices (ETP/ECD) as contemplated to achieve the quality of effluent emission within the tolerance limits prescribed, shall have to be operational during the course of production. The effluent/emission shall not contain constituents in excess of the tolerance limits as laid down by J & K Pollution Control Committee
 - iv. Project proponent shall be liable to pay compensation in case any damage is caused to the environment.
 - v. Project proponent shall abide by the directions of this Committee which will be issued from time to time. Any infringement/ violation or transgression of the statutory enactments of pollution control acts by the unit, shall be sufficient cause to prosecute the violator in conformity with relevant section of Air/Water Acts and Environment Protection Act in force.
 - vi. Project proponent shall be under surveillance/monitoring of J & K Pollution Control Committee
 - vii. Project proponent shall provide adequate arrangement for preventing the accidental leakages/discharge of any air pollutant/gas/liquid from the vessel, machinery etc which are likely to cause fire hazard including



The industry can apply for Renewal/Expansion of Consent on the Site www.jkpcnms.nic.in directly

environmental pollution.

- viii. Project proponent shall adhere to general standards terms and conditions of Water / Air Acts and compliance of environment standards as per environment protection act 1986
- ix. Project proponent should apply 60 days in advance for renewal of consent before expiry the date of this Consent Order
- x. Project proponent shall not operate the unit unless Committee issue Consent to Operate (Fresh)

Specific Conditions:-

1. The proponent shall submit half yearly details of expenditure to be incurred on 'Solid Waste Management Plan as per the proposal shown in Environmental Management Plan
2. The project proponent shall submit half yearly details of expenditure to be incurred on quality studies and control of Water Air and Noise as per the proposal shown in 'Environmental Management Plan' to be spent on the same.
3. The Project proponent shall adhere to the guideline of concerned executive / monitoring agencies for monitoring of various parameters under Environment Monitoring Plan.
4. The Project proponent shall also implement all other environmental safeguards, as proposed in the EIA / EMP report and other reports from time to time
5. The Environmental Management Plan shall be strictly adhered, the budgetary provisions for the implementation of EMP shall be fully utilized and shall not to be diverted for any other purpose.
6. The Project proponent shall seek consent to operate (fresh) from board to operate the project.
7. Solid waste disposal through scientific means & also follow the terms and conditions in EC, EMP and EIA report.
8. The project proponent shall ensure that they shall not discharge the waste water in to any water body.
9. The PP shall ensure that conditions of Environmental Clearance and EMP are followed in the letter and spirit and shall submit the compliance of EC conditions periodically as stipulated in the EC order. and shall also become the conditions of Consent order as well.
10. The joint inspection team of the JKPCB experts in solid waste / waste water shall monitor the project bi - annually while in execution with regard to Air and water pollution so as to comply with the Environmental laws and ensure that no damage to environment shall take place.

- xi. In case of violation of above mentioned conditions or any public complaint the consent shall be withdraw.

* This consent is issued purely from environmental angle and the Committee shall not be responsible for any claim, counter claim, ownership, partnership etc of the unit.

'By Order'

(J N Sharma)
Environmental Engineer

Member Secretary

Copy to the :

1. Regional Director PCC Jammu for information and ensure the implementation of conditions as above.
2. General Manager DIC Kishtwar for information.
3. D.O PCC Kishtwar for the direction to monitor the conditions of the consent stated above.
4. P.A. to Chairman, J&K PCC for information of the Chairman
5. M/s Ratle Hydroelectric Project, Office: Ratle Hydroelectric Corporation, Shalimar Colony for compliance of above said conditions.
6. Office file



The unit holder shall comply to environment standards as notified under the environment protection Act 1986, read with the Water (Prevention & Control of Pollution) Act 1974 & Air (Prevention & Control of Pollution) Act, 1981 which can also be downloaded from the website www.jkspcb.nic.in or at www.cpcb.nic.in

Zimbra

1263

env-rhpcl@nhpc.nic.in

850MW Ratle Hydroelectric Project, Kishtwar: Regarding draft comments/ submissions in the NGT matter

From : Environment RHPCL <env-rhpcl@nhpc.nic.in>
Subject : 850MW Ratle Hydroelectric Project, Kishtwar: Regarding draft comments/
submissions in the NGT matter
To : csforestjk@gmail.com

Thu, Nov 14, 2024 06:47 PM

 11 attachments**Kind Attention: Shri Abid Khan, Under Secretary to the Govt. of J&K, Department of Forest, Ecology and Environment**

Sir,

In reference to your letter No. FST-Lit/562/2024(7592248) dated 14-11-2024 on the subject matter, kindly find attached herewith a copy of the draft comments/ submissions of RHPCL in the matter O.A. No. 955/2024 titled President Municipal Committee, Thathri Vs UT of J&K

Thanks and regards,

O/o Chief Executive Officer
Ratle HPCL
Kishtwar

-
-  **Annexure-X_instructions to MEIL.pdf**
3 MB
 -  **NGT_preliminary_submissions_14-11-2024_f.pdf**
177 KB
 -  **Annexure-I_MoUs.pdf**
11 MB
 -  **Annexure-II_LOA_to_MEIL_18-01-2022.pdf**
4 MB
 -  **Annexure-III_Env_Clearance.pdf**
2 MB
 -  **Annexure-IV_Use of muck by MEIL.pdf**
1 MB
 -  **Annexure-IX_CTE_upto_June 2025.pdf**
1 MB
 -  **Annexure-V_closure of dumping site.pdf**
179 KB
 -  **Annexure-VI_muck stacking at new location.pdf**
1 MB
 -  **Annexure-VII_retrieval and relocation of muck.pdf**
606 KB
 -  **Annexure-VIII_submission of compliance.pdf**
3 MB
-

Preliminary submissions by Ratle Hydroelectric Power Corporation Limited (RHPCL) in the matter

President Municipal Committee, Thathri

. . . Applicant

Versus

Union Territory of J&K and Ors.

. . . Respondents

(O.A. No. 955/2024)

1. Ratle Hydroelectric Power Corporation Limited (RHPCL) has been incorporated on 01.06.2021 as a Joint Venture Company between NHPC and Jammu & Kashmir State Power Development Corporation Ltd (JKSPDC) with equity shareholding of 51% and 49% respectively (**Annexure-I**). The registered Office of the Company is at NHPC Regional Office, JDA Commercial Complex, Narwal, Jammu (UT of J&K). Presently, RHPCL has been undertaking implementation of 850MW Ratle Hydroelectric Project located in Tehsil-Drabshalla, District Kishtwar of UT of Jammu & Kashmir.
2. The construction of 850 MW Ratle Hydroelectric Project has been awarded on 18.01.2022 to M/s Megha Engineering & Infrastructures Limited (M/s MEIL), Hyderabad, Telengana under EPC (Engineering, Procurement, Construction) Turnkey Execution mode (**Annexure-II**).
3. The EIA studies of Ratle HE Project have been carried out in 2012 by the Consultants namely R. S. Envirolink Technologies Pvt. Limited, Gurugram and accordingly, the EIA & EMP reports of the Project have been prepared by them. Subsequently, the Environment Clearance has been accorded to Ratle HE Project by MoEF&CC vide letter No. J-12011/39/2010-IA.I dated 12.12.2012 and subsequently, transferred in favour of RHPCL vide No. J-12011/39/2010-IA.I dated 27.09.2021 (**Annexure-III**).

4. In compliance to the Environment Clearance (EC) conditions, three (03) designated muck disposal sites (falling under District Kishtwar) stand handed over to M/s MEIL (EPC Contractor) for proper disposal of muck arising out of the construction activities of Ratle HE Project, as detailed below;

Site 1: right bank of river Chenab d/s of proposed Dam with approx. length 1350 m;

Site 2: left bank of river Chenab d/s of proposed Dam with approx. length 1400 m and

Site 3: right bank of Kuligad nalla with approx. length 450 m.

Details of designated Muck disposal sites

Description	Area (Ha)	Capacity (Lakh CuM)	Khasra Nos. of land
Muck Disposal site-1 (right bank of river)	14.81	12.8	mentioned site is part of forest land diverted for use vide GOJK order No. 234-FST of 2012 dated 27.04.2012 and subsequently, forest clearance transferred in favour of RHPCL vide MoEF&CC communication No. 15-01/2021-Jammu dated 08.03.2022
Muck Disposal site-2 (left bank of river)	11.95	7.6	mentioned site falls under Khasra No. 2879/265/185 Min. and 293/232 Min. in village Dugga and said land acquired in 2012 by JKPDC, one of the Promoters of RHPCL
Muck Disposal site-3 (r/b of Kuligad Nalla)	3.82	23.8	Khasra No. 171 Min and 172 Min. in village Khori (land acquired in 2012 by JKPDC, one of the Promoters of RHPCL)
Total	30.58	23.8	

5. As per the EC conditions, out of 24.4 lakh m³ of muck to be generated due to excavation, about 50% (i.e.12.2 lakh m³) will be utilized for construction purpose and the remaining 12.2 lakh m³ will be dumped

at the 3 designated sites, along with consolidation and compilation of dumped muck.

6. Substantial amount of generated muck has been utilized (approx. 6.5 Lakh CuM) by the Contractor M/s MEIL in the construction works, retaining structures, crate works, aggregate/sand processing for concrete works for construction of Project Structures/Components etc. (**Annexure-IV**).
7. Further, some part of generated muck (approx. 4.04 Lakh CuM) has been temporarily stacked/utilized by MEIL in the construction area for construction of coffer dykes and to isolate river area for construction of Main Dam, on its both upstream and downstream side, which is one of the essential and very important component of the Project. In this regard, as per the construction Planning, temporarily stacked muck will be relocated for use in the Project construction works after construction of main Dam.
8. The remaining quantity of muck (approx. 2.26 Lakh CuM) was dumped at designated muck disposal sites (falling under District Kishtwar) as given in EC, on both left and right bank of river Chenab d/s of proposed Dam as mentioned in Para 4.
9. Subsequently, to avoid any spillage of muck into the river, the dumping of muck on the right bank of river Chenab has been stopped since July 2024. The District Administration has also been informed in this regard (**Annexure-V**). Moreover, it has been assured by MEIL that the portion of muck, spilled if any, at the muck disposal site-1 (right bank) will be retrieved and relocated for further utilization in the construction activities of Project.
10. On the request of MEIL, Ratle Project has provided an alternative site to MEIL near Joshana village, within the acquired Project land for temporary stacking of muck (approx. 10.0 Ha; Khasra No.

317/308/209 Min) (**Annexure-VI**). The said alternative site is far away from river (approx. 8 Kms) and the contractor M/s MEIL has started stacking muck at aforementioned alternative site. The retrieval & relocation of muck from right bank disposal area has already been started by MEIL and approx. 50,000 CuM muck has been relocated to alternative site at Joshana village(**Annexure-VII**).

11. The Environmental compliance report regarding disposal of muck and other safeguard measures, has been submitted to J&K Pollution Control Committee by MEIL from time to time (**Annexure-VIII**).
12. The Consent to Establish (**CTE**) has been granted to Ratle HE Project by J&K Pollution Control Committee vide Order No. PCC/digital/24033871690 of 2024 dated 28.05.2024 which is valid upto June 2025 (**Annexure-IX**).
13. Thathri Town in District Doda of UT of J&K is located almost 4 kms downstream of Ratle Dam site, on left bank of river Chenab and there are no chances of rise in water level or flooding of Thathri town due to construction activities of Ratle HE Project, as there is no such obstruction to the flow of water.
14. Moreover, till date, neither any such complaint has been received from any local nor any directions have been received from Doda District Administration regarding damage to the residential structures/ shops situated at Thathri town or any rise in water level caused by the construction activities of Ratle HE Project, as submitted by the Applicant.
15. MEIL has been instructed from time to time by RHPCL for ensuring the strict compliance of the applicable Environmental Laws/ norms during the execution of Project works. MEIL has also been instructed to ensure that the muck and debris arising out of construction activities of Ratle HE Project are dumped only at handed over

designated Muck Disposal sites, without any spillage into the river Chenab or any other water body (**Annexure-X**).

16. As submitted by the Applicant regarding construction of concrete wall along both sides of river at Thathri town, it is to submit that all the benefits/grants contained in the approved R&R Plan of Ratile HE Project shall be duly disbursed amongst the lawful beneficiaries and all the activities contained therein shall be implemented through Commissioner R&R of Ratile HE Project (Deputy Commissioner, Kishtwar).
17. As the muck is now being temporarily stacked much away from the river and the water is continuously flowing in the river, as such, there is no threat to the aquatic life in the river.
18. The R&R Package for Ratile HE Project has been approved by GOJK vide Order dated 16.08.2024. The R&R Package, as approved by GOJK, shall be implemented by the Commissioner R&R for Ratile HE Project (Deputy Commissioner, Kishtwar). The necessary funds required for implementation of R&R Package, shall be released by RHPCL, for timely disbursement of benefits/ grants amongst the beneficiaries.
19. MEIL has been directed to ensure that all the environmental safeguard measures are taken, to strictly comply with all the laid down Environmental norms/ guidelines.

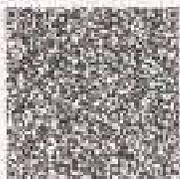


सत्यमेव जयते

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Government of Jammu and Kashmir

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Description of Document	: Article 4 Affidavit
Property Description	: Supplementary MOU for Ratle
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First Party	: JKSPDC AND JKPDD
Second Party	: NHPC LTD Faridabad
Stamp Duty Paid By	: JKSPDC AND JKPDD
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**SUPPLEMENTARY
MEMORANDUM OF UNDERSTANDING**

For Execution of Ratle Hydro Electric Project (850 MW)
in Chenab River Basin of Jammu & Kashmir

W *Ray*

RS 0002857943

Statutory Alert:

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

This Supplementary Memorandum of Understanding in modification of earlier Memorandum of Understanding of 3rd February, 2019 is signed on this 3rd day of January, 2021 among:

Hon'ble Lieutenant Governor of Union Territory of Jammu & Kashmir, for and on behalf of the President of India, through Principal Secretary to Government, Power Development Department, Government of Union Territory of Jammu and Kashmir which expression shall include his successor and assign(s) of the first part;

Jammu & Kashmir State Power Development Corporation Limited (JKSPDCL), a company incorporated under the Companies Act, 1956 having its registered office at Exhibition Ground, Srinagar – 190001; through its Managing Director, which expression shall include his successors, executors, administrators and assign(s) of the second part;

National Hydroelectric Power Corporation (NHPC) Ltd., a company incorporated under the Companies Act, 1956 and also a Generating & Power Trading company within the meaning of the Electricity Act, 2003, having its registered office at NHPC Office Complex, Sector – 33, Faridabad, Haryana 121003; through its Chairman and Managing Director, which expression shall include his successors, executors, administrators and assign(s) of the third part; and

Whereas, a Memorandum of Understanding (MoU) was signed on 3rd day of February, 2019 amongst the then Government of Jammu & Kashmir (GoJK), JKSPDCL and NHPC Ltd. for "Execution of Rattle Hydro Electric Project (850 MW) in Chenab River Basin of Jammu & Kashmir" and which shall form **Appendix-I** to this Supplementary Memorandum of Understanding ; and

Whereas, the Public Investment Board(PIB) in its meeting held on 07.09.2020, for considering approval for implementation of Rattle HE Project (850 MW), Government of Union Territory of Jammu and Kashmir, has interalia recommended the implementation of the Project through Joint Venture mode wherein the share of NHPC in the Joint Venture shall not be brought below 51% and share of JKSPDCL shall not be brought below 49% due to strategic considerations; and



Whereas, the minutes of PIB meeting issued by Ministry of Finance vide O.M. dated 28.09.2020 shall form **Appendix-II** to this Supplementary Memorandum of Understanding.

Now, therefore, this Supplementary Memorandum of Understanding among the Government of Union Territory of Jammu and Kashmir, JKSPDCL and NHPC sets out the following modifications clause by clause in the Memorandum of Understanding signed on 03.02.2019:-

**I. SETTING UP OF THE JOINT VENTURE COMPANY
(JVC)**

Clause (a) :Substituted by-

A Joint Venture Company (JVC) under the Companies Act, 2013 shall be set up in Union Territory of Jammu and Kashmir between JKSPDCL and NHPC Ltd. to implement the Project in accordance with the terms and conditions agreed herein, after obtaining approval from the Government of India (GoI) and from the Government of Union Territory of Jammu and Kashmir. The JVC shall be incorporated under the name Jammu Hydroelectric Power Corporation Limited

Clause(b) :Substituted by-

The equity share of NHPC Ltd. in the JVC shall not be brought below 51% and equity share of JKSPDCL shall not be brought below 49%.

Clause(c) :Deleted

Clause(d) : Deleted

Clause(e) : Deleted

Clause(f) : (No change)

Three handwritten signatures in blue ink are present at the bottom of the page. The first signature on the left is partially obscured by a diagonal line. The middle signature is a stylized 'H' with a checkmark. The signature on the right is a cursive name.

The JVC will not be under obligation to bear any cost arisen from any arbitral/contractual liability pending against the project prior to its takeover by the JVC from JKPDD.

Clause (g): Substituted by:-

The timely and pari passu contribution towards their share of equity shall be the responsibilities of the parties to this Memorandum of Understanding .

Clause(h): Substituted by:-

The Government of Union Territory of Jammu and Kashmir shall make available unencumbered land as may be required for the project being taken up by the JVC, to the JVC on leasehold basis as per the land laws applicable to the Union Territory of Jammu & Kashmir from time to time, through transfer or acquisition, including compulsory acquisition. There shall be no revision in the cost of land and related compensation etc. except in case when such increase is as per the directions of any court tribunal or statutory authority.

Clause(i):Substituted by:-

In accordance with the extant National Hydro Policy of the GoI, the Government of Union Territory of Jammu and Kashmir is entitled to have 12% free power and additional 1% free power for the Local Area Development Fund(LADF). however, to make the Project viable, Government of Union Territory of Jammu and Kashmir has agreed to provide exemption for free power in a decremental manner (i.e the free power to the Government of Union Territory of Jammu and Kashmir would be 1% in the first year after the Commercial Operation Date (COD) rising 1% per year to 12% in the 12th year), exemption of water cess for 10 years from the Commercial Operation Date and local taxes including reimbursement of SGST during the construction period,



Clause(j):Substituted by:-

The Government of Union Territory of Jammu and Kashmir shall be entitled to have first right of refusal for purchase of power from the JVC in proportion to the share of JKSPDCL, in the equity of the JVC at the price determined as per regulatory norms.

Clause(k):Substituted by:-

The cost of work done on the project at the time of its taking over as assessed by IIT Delhi, who have already been appointed by the then GoJK, shall be booked to the JVC.

Clause(l):Deleted

II. RIGHTS AND OBLIGATIONS OF THE GOVERNMENT OF UNION TERRITORY OF JAMMU & KASHMIR / JKSPDCL

Clause(a): Substituted by:-

The Revenue receipts on account of sale of timber, royalty on river bed materials etc. arising as a result of the submergence of the area by the Project shall accrue to Government of Union Territory of Jammu and Kashmir.

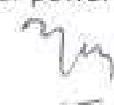
Clause(b):Substituted by:-

The Rights in fisheries , navigation, exploitation of tourism potential etc.in respect of the ponds created by the Project shall vest with the Government of Union Territory of Jammu and Kashmir.

Clause(c):Deleted

Clause(d):Substituted by:-

The scope and cost of power evacuation is not part of the project cost as reflected in the PIB note. The modalities of power evacuation system shall



be decided by the Board of JVC as per the extant guidelines; UT of GOJK shall facilitate the same.

III. MANPOWER REQUIREMENT

Substituted by-

The staff for Rehabilitation and Resettlement (R&R) activities shall be deputed by Government of Union Territory of Jammu and Kashmir to JVC and the remaining staff to the JVC shall be provided in the following manner:

Clause(a):Substituted by-

Group A&B staff in the JVC shall be deployed by way of the deputation from NHPC, JKSPDCL/Departments of Government of Union Territory of Jammu and Kashmir equally or through recruitment by the JVC as per DPE norms, if applicable.

Clause(b):Substituted by-

Eighty percent (80%) of Group C&D staff in JVC shall be domiciles of Union Territory of Jammu and Kashmir subject to their suitability, availability and eligibility. Out of this, ten percent (10%) of the staff shall be recruited from Project Affected Families (PAF), subject to suitability, availability and eligibility.

Clause (c):Deleted.

Clause(d): (No change)

For the jobs created through the project, after providing suitable training and skill development in the required field, provision shall be made for employment at a rate not lower than the minimum wages admissible.



(IV) RIGHTS AND OBLIGATIONS OF THE JOINT VENTURE COMPANY

Clause(a): Substituted by:-

Without prejudice to Government of Union Territory of Jammu and Kashmir land laws, the JVC shall have exclusive rights over the Project.

Clause(b):(No Change)

The design, construction and operation of the Project would be as per provisions of the Indus Waters Treaty. The JVC shall also render all assistance needed by the Government of India in view of the provisions of the Treaty.

Clause(c):Substituted by:-

The JVC would comply with conditions imposed by the Government of India from time to time in respect of clearances to the Project. It would also comply with conditions imposed by Government of Union Territory of Jammu and Kashmir in respect of clearance to the Project.

TITLE SUBSTITUTED BY;

JOINT RESPONSIBILITY OF THE GOVERNMENT OF UNION TERRITORY OF JAMMU AND KASHMIR AND JOINT VENTURE COMPANY TOWARDS THE R&R AND OTHER WORKS.

Clause(a): Substituted by:-

The work of R&R of the oustees of the Project would be the joint responsibilities of the JVC and Government of Union Territory of Jammu and Kashmir. The entire expenditure incurred on this account would be borne by the JVC. The benefits shall be extended in accordance with the approved R&R plan for the project, however, its rates shall be as provided in the case of Kishanganga HE Project of NHPC. The Government of



Union Territory of Jammu and Kashmir would provide staff on deputation to enable the JVC to carry out this task.

Clause(b):Substituted by:-

The Government of Union Territory of Jammu and Kashmir/JKSPDCL shall facilitate the transfer of all clearances from the Government of India and Union Territory Government as would be mandatory for the Project implementation, in favour of JVC.

Clause(c):Substituted by:-

The security managements for the Project areas shall be looked after by the Government of Union Territory of Jammu and Kashmir. However, specific security arrangements for guarding the Project sites, temporary and permanent installations etc shall be made by the JVC.

(V) MODE OF IMPLEMENTATION

Clause(a):Substituted by:-

The Board of Directors of JVC will have representation from NHPC and JKSPDCL / Government of Union Territory of Jammu and Kashmir in proportion to their equity in the JVC. The Chairman of the Board of Directors shall be a non-executive professional, who shall be appointed by the Government of Union Territory of Jammu and Kashmir in consultation with NHPC.

Clause (b) : (No change)

The Chief Executive Officer(CEO) shall be responsible for the day to day management of the JVC. The post of CEO shall be below board level and shall be held by nominee of NHPC.

Clause(c): (No change)

The management structure of the JVC shall be as mutually agreed.



Clause(d): Deleted

Clause(e): (No change)

The JVC shall endeavour to complete the Project within the time schedule approved by the Government of India and the time schedule will commence from the date of accord of approval subject to acquisition of land and obtaining all statutory clearances.

Clause(f): Substituted by:-

The head office / registered office of JVC shall be in the Union Territory of Jammu & Kashmir.

VII. FUNDING ARRANGEMENT

Clause(a): (No change)

The Project shall be financed through a debt and equity mix of 70:30.

Clause(b): Substituted by:-

NHPC shall invest the equity from its Internal Resources (IR). The Grant from budget of Government of India shall be capped at Rs. 776.44 crore for equity contribution of JKSPDCL (49%) in the JVC. The additional equity contribution by JKSPDCL on account of any increase in project cost due to escalation/or any other reason whatsoever, shall be required to be met by JKSPDCL.

Clause(c): (Deleted)

Clause(d): (No change)

The JVC shall meet its other financial requirements on its own without the cost to the parties. It shall not be obligatory on the part of parties to give any guarantee and security for raising of funds by JVC. The financial liabilities of the parties shall be limited only to the extent of their respective shareholding in the JVC.



VIII. LEASEHOLD RIGHTS

Substituted by:-

The leasehold rights of the land required for the Project, against payment as fixed by Government of Union Territory of Jammu and Kashmir, shall be granted for the life of the project as per applicable laws of Union Territory of Jammu and Kashmir.

(IX) PROTECTION OF ENVIRONMENT

The JVC will comply with all measures prescribed under the law of the protection of the environment.

(X) MONITORING

Substituted by: -

The implementation of this Memorandum of Understanding will be monitored by a Committee comprising of a representative each from Ministry of Power, Government of India, Government of Union Territory of Jammu and Kashmir, NHPC and JKSPDCL.

XI. MISCELLANEOUS

Clause(a):Substituted by: -

Any other matter not included in this Memorandum of Understanding which is necessary for the smooth functioning of the JVC will be finalized by NHPC, JKSPDCL, Government of Union Territory of Jammu and Kashmir on mutually agreed terms and conditions.

Clause(b): Substituted by:-

Through this Supplementary Memorandum of Understanding read with the earlier Memorandum of Understanding of 3rd February, 2019 all the parties affirm their commitment to fulfil and achieve the objectives mutually agreed upon.





Clause(c):Substituted by:-

This Supplementary Memorandum of Understanding read together with the Memorandum of Understanding of 03rd February, 2019 (Appendix-I) shall remain valid for a period of two years from the date of the signing of this Supplementary Memorandum of Understanding or until the formation of JVC, whichever is earlier.

Clause(d):Substituted by: -

In the event of any dispute or differences relating to the interpretation and application of the provisions of this Supplementary Memorandum of Understanding read with the earlier Memorandum of Understanding of 3rd February, 2019, then such dispute or difference shall be resolved by mutual discussion between the Ministry of Power, GoI and Government of Union Territory of Jammu and Kashmir.

Signed this day the 3rd January, 2021 at Jammu

For and on the behalf of
**Jammu and Kashmir State Power
Development Corporation Ltd**


03/01/2021
(Raja Yaqoob Farooq), IRS-IT
Managing Director,
Jammu and Kashmir State Power
Development Corporation Ltd.

For and on the
behalf of
NHPC Ltd


(A.K Singh)
Chairman &
Managing Director,
NHPC Ltd.

For and on the behalf of
The Lieutenant Governor of Union Territory of Jammu & Kashmir


(Rohit Kansal), IAS
Principal Secretary to Government of Jammu & Kashmir
Power Development Department



H 937567

MEMORANDUM OF UNDERSTANDING

For Execution of Rattle Hydro Electric Project (850 MW) in Chenab River Basin of Jammu & Kashmir

This Memorandum of Understanding is made on this 3rd day of February, 2019 among:

Hon'ble Governor of Jammu & Kashmir State through Commissioner / Secretary to Government, Power Development Department, Government of Jammu and Kashmir (GoJK) which expression shall include his successor and assign(s) of the first part;

Jammu and Kashmir State Power Development Corporation Limited (JKSPDC), a company incorporated under the Companies Act, 1956 having its registered office at Exhibition Ground, Srinagar – 190001; through its Managing Director, which expression shall include his successors, executors, administrators and assign(s) of the second part;

NHPC Ltd., a company incorporated under the Companies Act, 1956 and also a Generating & Power Trading company within the meaning of the Electricity Act, 2003, having its registered office at NHPC Office Complex, Sector – 33, Faridabad, Haryana 121003; through its Chairman and Managing Director, which expression shall include his successors, executors, administrators and assign(s) of the third part; and

Whereas, the Government of Jammu & Kashmir is committed to harnessing the hydroelectric potential of Chenab River through Rattle Hydro Electric Project (850 MW), in the Chenab River Basin in accordance with the provisions of Indus Waters Treaty; and

Whereas, the Ministry of Power, Government of India (GoI) is keen to add new power generation capacity with a view to meeting the gap between the demand and supply in the country; and

Whereas, in order to achieve the objective of increasing the power generation capacity, the Government of Jammu & Kashmir has proposed to develop Ratle Hydro Electric Project (850 MW), hereinafter referred to as the 'Project' through a Joint Venture Company (JVC) to be set up between the JKSPDC and NHPC under the Companies Act, 2013; and

Whereas, JKSPDC and NHPC have accepted the proposal of the Government of Jammu & Kashmir,

Now, therefore, this Memorandum of Understanding among the GoJK, JKSPDC and NHPC sets out the rights and obligations of the parties to construct, commission and operate the Project through a Joint Venture Company (JVC) as under:

I. SETTING UP OF THE JVC

- (a) A Joint Venture Company (JVC) under the Companies Act, 2013 shall be set up in J&K between JKSPDC and NHPC to implement the Project in accordance with the terms and conditions agreed herein, after obtaining approval from the Government of India (GoI) and from the Government of Jammu & Kashmir (GoJK).
- (b) Detailed modalities shall be worked out separately as would be mutually acceptable to both the parties. However, NHPC shall have the share of not less than 51% and JKSPDC shall have the share of not more than 49% of the total shareholding in the JVC.
- (c) For the initial 5 years from Date of Commercial Operation (COD), NHPC shall retain its equity in the JVC. From end of 5th year onwards NHPC's Equity shall be purchased by JKSPDC in 15 yearly equal instalments. NHPC's Equity will be reduced to Nil in 20 years from the date of COD and JKSPDC will own the Project fully, thereafter.



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- (d) Purchase of equity by JKSPDC from the NHPC should be at the book value of shares so that the NHPC receives the buyback price based on the PAR value of equity shares plus pro-rata share in the retained earnings.
- (e) The recouping of loss of Return on Equity (ROE) till COD shall be payable to NHPC. The rate of return on equity for the purpose of calculating loss on account of equity invested by NHPC during construction shall be as mutually agreed.
- (f) The JVC will not be under obligation to bear any cost arisen from any arbitral/contractual liability pending against the project prior to its takeover by the JVC from JKPDD.
- (g) The timely and pari passu contribution towards their share of equity shall be the responsibilities of the parties to this MoU. Whereas, GoJK/ JKSPDC shall either provide equity from their internal resources or arrange the grant from GoI, for the equity portion of GoJK / JKSPDC, in the Joint Venture Company. Whereas, NHPC shall invest the equity from its Internal Resources (IR).
- (h) The GoJK shall make available unencumbered land as may be required for the project being taken up by the JVC, to the JVC on leasenhoid basis as per the land laws applicable to the State of Jammu & Kashmir from time to time, through transfer or acquisition, including compulsory acquisition. There shall be no revision in the cost of land and related compensation etc. except in case when such increase is as per the directions of the court.
- (i) In accordance with the extant National Hydro Policy of the GoI, the GoJK is entitled to have 12% free power and additional 1% free power for the Local Area Development Fund (LADF), however, to make the Project viable, GoJK has agreed to provide exemptions for free power, water cess and local taxes including SGST as per mutually agreed terms and conditions.
- (j) As per the norms of GoI for power allocation the GoJK shall be entitled to have first right of refusal for purchase of power from the JVC in proportion to the share of JKSPDC, in the equity of the JVC at the price determined as per regulatory norms.



- (k) The cost of work done on the project at the time of its taking over as assessed by IIT Delhi, who have already been appointed by the GoJK, shall only be booked to the JVC.
- (l) The project cost shall be worked out as per DPR as concurred by the Central Electricity Authority.

II. RIGHTS AND OBLIGATIONS OF THE GOVERNMENT OF JAMMU & KASHMIR/JKSPDC

- (a) The Revenue receipts on account of sale of timber, royalty on river bed materials etc. arising as a result of the submergence of the area by the Project shall accrue to GoJK.
- (b) The Rights in fisheries, navigation, exploitation of tourism potential etc. in respect of the ponds created by the Project shall vest with the GoJK.
- (c) The GoJK shall not dilute its equity until the sub-debt is serviced by the JVC.
- (d) The modalities of power evacuation system shall be decided by the Board of the JVC, the GoJK shall facilitate the same.

III. MANPOWER REQUIREMENT

The staff for Rehabilitation and Resettlement (R&R) activities shall be deputed by GoJK to JVC and the remaining staff to the JVC shall be provided in the following manner

- (a) Group A&B staff in the JVC shall be deployed by way of the deputation from NHPC, JKSPDC/Departments of GoJK equally or through recruitment by the JVC as per DPE norms, if applicable.
- (b) Eighty percent (80%) of Group C&D staff in JVC shall be permanent Residents of J&K State subject to their suitability, availability and eligibility. Out of this, ten percent (10%) of the staff shall be recruited from Project Affected Families (PAF), subject to suitability, availability and eligibility.
- (c) The change in manpower of NHPC in Group A, B, C and D shall be as mutually agreed after change in equity proportion of NHPC.

- (d) For the jobs created through the project, after providing suitable training and skill development in the required field, provision shall be made for employment at a rate not lower than the minimum wages admissible

IV. RIGHTS AND OBLIGATIONS OF THE JVC

- (a) Without prejudice to GoJK land laws, the JVC shall have exclusive rights over the Project
- (b) The design, construction and operation of the Project would be as per provisions of the Indus Waters Treaty. The JVC shall also render all assistance needed by the Government of India in view of the provisions of the Treaty.
- (c) The JVC would comply with conditions imposed by the Government of India from time to time in respect of clearances to the Project. It would also comply with conditions imposed by GoJK in respect of clearances to the Project.

V. JOINT RESPONSIBILITY OF THE GOJK AND JVC TOWARDS THE R&R AND OTHER WORKS

- (a) The work of R&R of the oustees of the Project would be the joint responsibilities of the JVC and GoJK. The entire expenditure incurred on this account would be borne by the JVC. The benefits shall be extended in accordance with the approved R&R Plan for the Project, however, its rates shall be as provided in the case of Kishanganga HE Project of NHPC. The GoJK would provide staff on deputation to enable the JVC to carry out this task.
- (b) The government of J&K / JKSPDC shall facilitate the transfer of all clearances from the Government of India and State Government as would be mandatory for the Project implementation, in favour of JVC.
- (c) The security arrangements for the Project areas shall be looked after by the GoJK. However, specific security arrangements for guarding the Project sites, temporary and permanent installations etc. shall be made by the JVC.



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VI. MODE OF IMPLEMENTATION

- (a) The Board of Directors of JVC will have equal representation from NHPC and JKSPDC / GoJK. The Chairman of the Board of Directors shall be a non-executive professional, who shall be appointed by GoJK in consultation with NHPC.
- (b) The Chief Executive Officer (CEO) shall be responsible for the day to day management of the JVC. The post of CEO shall be below board level and shall be held by nominee of NHPC.
- (c) The management structure of the JVC shall be as mutually agreed.
- (d) Any change in the structures of the management of the JVC which is mutually agreed by the parties shall not have an impact on the ongoing activities of the Project
- (e) The JVC shall endeavour to complete the Project within the time schedule approved by the Government of India and the time schedule will commence from the date of accord of approval subject to acquisition of land and obtaining all statutory clearances.
- (f) The head office / registered office of JVC shall be in the State of Jammu & Kashmir.

VII. FUNDING ARRANGEMENT

- (a) The Project shall be financed through a debt and equity mix of 70:30.
- (b) The GoJK/ JKSPDC shall provide equity either from their internal resources or arrange grant from GoI, for the equity portion of GoJK / JKSPDC, in the Joint Venture Company. Whereas, NHPC shall invest the equity from its Internal Resources (IR).
- (c) The GoJK shall take up with GoI to provide Subordinate Debt of appropriate amount to improve the viability of the Project, at suitable terms and conditions.



- (d) The JVC shall meet its other financial requirements on its own without the cost to the parties. It shall not be obligatory on the part of the parties to give any guarantee and security for raising of funds by JVC. The financial liabilities of the parties shall be limited only to the extent of their respective shareholding in the JVC.

VIII. LEASEHOLD RIGHTS

The leasehold rights of the land required for the Project, against payment and land revenue as fixed by State Government, shall be granted for a period of 40 years in accordance with State Laws.

IX. PROTECTION OF ENVIRONMENT

The JVC will comply with all measures prescribed under the law for the protection of the environment.

X. MONITORING

The implementation of this MOU will be monitored by a Committee comprising of a representative each from Ministry of Power, Government of India, GoJK, NHPC and JKSPDC.

XI. MISCELLANEOUS

- (a) Any other matter not included in this MOU which is necessary for the smooth functioning of the JVC will be finalized by NHPC, JKSPDC, GoJK on mutually agreed terms and conditions.
- (b) Through this Memorandum of Understanding, all the parties affirm their commitment to fulfil and achieve the objectives mutually agreed upon in this Memorandum of Understanding.
- (c) This Memorandum of Understanding shall remain valid for a period of two years from the date of its signing or until the formation of JVC, whichever is earlier.



- (d) In the event of any dispute or difference relating to the interpretation and application of the provisions of this MOU, such dispute or difference shall be resolved by mutual discussion between the Ministry of Power, GoI and GoJK.

Signed this day the 3rd February, 2019 at Jammu.

For and on the behalf of
**Jammu and Kashmir State Power
Development Corporation Ltd**


(Hirdesh Kumar), IAS
Managing Director,
Jammu and Kashmir State Power
Development Corporation Ltd

For and on the behalf of
NHPC Ltd


(Bairaj Joshi)
Chairman & Managing Director,
NHPC Ltd

For and on the behalf of
The Governor of Jammu & Kashmir


(Hirdesh Kumar), IAS
Commissioner / Secretary to
Government of Jammu & Kashmir
Power Development Department



Ref : RATLE/CEO/2022/145

Date: 18.01.2022

M/s Megha Engineering & Infrastructures Limited
 S2, Technocrat Industrial Estate,
 Balanagar, Hyderabad,
 Telengana-500037

Kind Attention: M.G Prasanna Kumar, AVP

E-mail: mgp@meil.in

Subject: LETTER OF AWARD FOR TURNKEY EXECUTION OF 850 MW RATLE HYDRO ELECTRIC PROJECT LOCATED AT KISHTWAR DISTRICT IN THE UNION TERRITORY OF JAMMU & KASHMIR, INDIA

Reference: 1. Tender ID No. 2021_NHPC_639767_1 dated 22.07.2021
 2. Tender Specification No. NH/CCW/CC-I/CO-147/PR 10920/39

Dear Sir,

1.0 This has reference to the following:

- (i) Online Bid invited by NHPC Limited for and on behalf of Ratle Hydroelectric Power Corporation Ltd. a Joint Venture Company (JVC) of NHPC Limited and Jammu & Kashmir State Power Development Corporation Limited (JKSPDC) hereinafter referred to as "the Owner" through CPP Portal vide Notice Inviting E-Tender dated 22.07.2021 with Tender Specification No. NH/CCW/CC-I/CO-147/PR10920/39 and Tender ID No. 2021_NHPC_639767_1 dated 22.07.2021 comprising the following:

Volume-0	Notice Inviting Tender (NIT), Instructions to Bidders (ITB) along with Bid Form
Volume-IA	Project Profile
Volume-IB	Annexure to Project Profile
Volume-II	General Conditions of Contract (GCC) Special Conditions of Contract (SCC)
	Section-I : Planning, Design & Engineering
	Section-II : Civil Works
	Section-III : Supply of E&M and HM Works

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कार्यालय : कमरा नंबर 08, ब्लॉक नंबर 02, एनएचपीसी क्षेत्रीय कार्यालय, जेडीए वाणिज्यिक परिसर नंबर 01, नरवात, जम्मू, (जम्मू और कश्मीर) - 180006

Office : Room No. 08, Block No. 02, NHPC Regional Office, JDA Commercial Complex No. 01, Narwaat, Jammu, (J&K) - 180006

Project Office : Office of CEO, Shalimar, Kishtwar (J&K)- 187101, Jammu, (J&K) - 180006

CIN: U40105JK2021GOI012380 E-mail Id: ceo.ratle@nhpc.co.in



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रतले हाइड्रोइलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड
(एनएचपीसी लिमिटेड और जेकेएसपीडीसी लिमिटेड का एक संयुक्त उद्यम)
RATLE HYDROELECTRIC POWER CORPORATION LIMITED
(A Joint Venture of NHPC Limited and JKSPDC Limited)

Section-IV	: Inland Transportation, Storage, Erection, Testing & Commissioning of E&M and HM Works
Volume-IIIA	Owners Requirements
Part-I	: Civil Works
Part-II	: Hydro-Mechanical Works
Volume-IIIB	Owners Requirements (Electro-mechanical Works)
Volume-IV	Bid Proposal Sheets
Part-I	: Bill of Quantities
Part-II	: Data Sheets for Planning, Design & Engineering, Civil Works and Overall Project Management
Part-III	: Technical Data Sheets for Hydro-Mechanical Plant & Machinery
Part-IV	: Technical Data Sheets for Electro-Mechanical Plant & Machinery

- (ii) Corrigendum/modifications to tender documents issued and published on Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> as here under:

Sl. No.	Corrigendum No	Brief of Corrigendum
1	Corrigendum No.1 dated 13.08.2021	Information w.r.t. Pre-Bid meeting to be held through Video Conferencing.
2	Corrigendum No.2 dated 18.08.2021	QTS & QAP for E&M works in Vol-IIIB Owners requirement (E&M) incorporated.
3	Corrigendum No.3 dated 31.08.2021	Revision in online BOQ.
4	Corrigendum No.4 dated 17.09.2021	Corrigendum & replies to pre-bid queries (GCC, SCC, Technical).
5	Corrigendum No.5 dated 17.09.2021	1st extension in Bid submission (30.09.2021) and opening.
6	Corrigendum No.6 dated 23.09.2021	Correction in LD relating to Performance Guarantee of

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Sl. No.	Corrigendum No	Brief of Corrigendum
		Transformer for main units for E&M Works.
7	Corrigendum No.7 dated 27.09.2021	2nd extension in Bid submission (18.10.2021) and opening.
8	Corrigendum No.8 dated 05.10.2021	NCCB report on Petrographic Examination of Silt Sediments of River Chenab at Ratle HE Project incorporated.
9	Corrigendum No.9 dated 08.10.2021	Modification related to Make in India made in Attachment 5A: list of approved subcontractors/ vendors (Technical Specification).
10	Corrigendum No.10 dated 14.10.2021	3rd extension in Bid submission (01.11.2021) and opening.
11	Corrigendum No.11 dated 14.10.2021	Excavated Diversion Tunnels cross sections incorporated for information and reference of the bidders.

- (iii) Your Bid (Single Stage, Two Envelope System i.e. Cover-I: Qualifying Particulars, Techno-Commercial Bid & Cover-II: Price Bid) for the subject package submitted by you on CPP Portal on/before 01.11.2021 vide your Bid No. 2404380 comprising Bid Form dated 29.10.2021.
- (iv) Opening of online Techno-Commercial Bids through Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> and offline bid on 05.11.2021.
- (v) Clarifications on Techno-Commercial Bid relating to Security Clearance sought vide our letter no. NH/CCW/CC-I/Ratle/2021/801 dated 06.11.2021 and submission made by you vide letter no. MEIL/NHPC/TENDERS/RATLE/003 dated 08.11.2021.
- (vi) Clarifications on Techno-Commercial Bid relating to Technical bid sought vide our letter no. NH/CCW/CC-I/Ratle/2021/830 dated 15.11.2021 and submission made by you vide letter No. MEIL/NHPC/TENDERS/RATLE/004 dated 18.11.2021.
- (vii) Clarifications on Techno-Commercial Bid relating to Technical bid sought vide our letter no. NH/CCW/CC-I/Ratle/2021/833 dated 16.11.2021 and submission made by you vide letter No. MEIL/NHPC/TENDERS/RATLE/005 dated 22.11.2021.





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RATLE HYDROELECTRIC POWER CORPORATION LIMITED
(A Joint Venture of NHPC Limited and JKSPDC Limited)

- (viii) Clarifications on Techno-Commercial Bid relating to Eligibility Criteria sought vide our letter no. NH/CCW/CC-I/Ratle/2021/837 dated 17.11.2021 and submission made by you vide letter no. MEIL/NHPC/TENDERS/RATLE/006 dated 23.11.2021.
- (ix) Clarifications on Techno-Commercial Bid relating to Technical bid sought vide our letter no. NH/CCW/CC-I/Ratle/2021/868 dated 29.11.2021 and submission made by you vide letter no. MEIL/NHPC/TENDERS/RATLE/007 dated 02.12.2021.
- (x) Clarifications on Techno-Commercial Bid relating to Technical bid sought vide our letter no. NH/CCW/CC-I/Ratle/2021/885 dated 01.12.2021 and submission made by you vide letter no. MEIL/NHPC/TENDERS/RATLE/008 dated 02.12.2021.
- (xi) Clarifications on Techno-Commercial Bid relating to Technical bid sought vide our letter no. NH/CCW/CC-I/Ratle/2021/903 dated 07.12.2021 and submission made by you vide letter no. MEIL/NHPC/TENDERS/RATLE/009 dated 08.12.2021.
- (xii) Your letter no. MEIL/NHPC/TENDERS/RATLE/009 dated 22.12.2021 regarding Price Confirmation subsequent to e-Reverse Auction
- (xiii) Your E-mail dated 25.12.2021 regarding price break up of final price after e RA
- (xiv) Your letter no. MEIL/NHPC/TENDERS/RATLE/010 dated 27.12.2021 regarding complying with the bid requirement and corrigendums in the price break-up.

2.0 We confirm having accepted your bid dated 29.10.2021 read in conjunction with all the specifications, terms and conditions of Bidding documents, all the corrigendums issued to the Bid documents and subsequent letters referred to in Para 1.0 above and pleased to issue this Letter of Award for "Turnkey execution of 850 MW Ratle Hydro Electric Project located at Kishtwar district in the Union Territory of Jammu & Kashmir, India" for a sum of **INR 3485,13,91,664.93 (Rupees Three Thousand Four Hundred Eighty Five Crore Thirteen Lakh Ninety One Thousand Six Hundred Sixty Four and Paise Ninety Three Only)** including all Taxes and duties, subject to provisions of Bid/Contract as per details hereunder:

Planning, Design and Engineering	-	INR 26,10,29,000.00 (Rupees Twenty Six Crore Ten Lakh Twenty Nine Thousand only)
Civil Works	-	INR 2101,65,43,355.20 (Rupees Two Thousand One hundred One Crore Sixty Five Lakh Forty Three Thousand Three Hundred Fifty Five and Paise Twenty only)

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RATLE HYDROELECTRIC POWER CORPORATION LIMITED
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Supply of Hydro-Mechanical Plant & Machinery	-	INR 393,92,20,822.08 (Rupees Three Hundred Ninety Three Crore Ninety Two Lakh Twenty Thousand Eight Hundred Twenty Two and Paise Eight only)
Inland Transportation, Storage, Erection, Testing & Commissioning of Hydro-Mechanical Plant & Machinery.	-	INR 58,18,53,579.04 (Rupees Fifty Eight Crore Eighteen Lakh Fifty Three Thousand Five Hundred Seventy Nine and Paise Four Only)
Supply of Electro-Mechanical Plant & Machinery	-	INR 782,07,38,181.32 (Rupees Seven Hundred Eighty Two Crore Seven Lakh Thirty Eight Thousand One Hundred Eighty One and Paise Thirty Two only)
Inland Transportation, Storage, Erection, Testing & Commissioning of Electro-Mechanical Plant & Machinery	-	INR 123,20,06,727.29 (Rupees One Hundred Twenty Three Crore Twenty Lakh Six Thousand Seven Hundred Twenty Seven and Paise Twenty Nine only)

In addition to above, contingency for an amount of INR 210,16,54,335.52 inclusive of Taxes and Duties (Rupees Two Hundred Ten Crore Sixteen Lakh Fifty Four Thousand Three Hundred Thirty Five and Paise Fifty Two only) i.e. 10% of Contract Price of Civil Works shall be payable to the Civil Contractor subject to terms and conditions under Article 3.2 of SCC of Civil Works.

- 3.0 The work shall be commenced immediately by the Contractor along with the following Sub-Contractors and shall be completed in 52 months which shall be reckoned from the date of issue of this Letter of Award (i.e. 'Order to Commence' in terms of Article 22 of General Conditions of Contract (GCC)):

Name of Contractor/Sub-Contractor	Nature of Participation	Scope of Work
M/s Megha Engineering & Infrastructures Limited	Contractor	Civil Works
M/s AFRY Switzerland Limited	Sub-Contractor	Planning, Design & Engineering works
M/s Bharat Heavy Electricals Limited	Sub-Contractor	Electro-Mechanical Works
M/s PES Engineers Private Limited	Sub-Contractor	Hydro Mechanical Works
M/s GMW Private Limited	Specialised Agency (TRCM)	

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कार्यालय : कमरा नंबर 08, ब्लॉक नंबर 02, एनएचपीसी क्षेत्रीय कार्यालय, जेडीए कॉमिजिक परिसर नंबर 01, नरवाल, जम्मू, (जम्मू और कश्मीर) - 180006

Office : Room No. 08, Block No. 02, NHPC Regional Office, JDA Commercial Complex No. 01, Narwal, Jammu, (J&K) - 180006

Project Office : Office of CEO, Shalimar, Kishtwar (J&K)- 182284

CIN: U40105JK2021G01012380 E-mail id: ceo.ratle@nhpc.co.in





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RATLE HYDROELECTRIC POWER CORPORATION LIMITED
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- 4.0 You are requested to deliver to the Owner bank guarantees in terms of Article 30 of GCC for amounts equal to three percent (3%) of the Contract Price in the respective currencies, within a period of 28 days from the date of issue of Letter of Award, in the form set out in Appendix GCC1 for due performance of the Contract. In addition to this, the Sub-contractors named in the Contract, for due compliance of Joint Deed of Undertaking shall submit separate bank guarantee within a period of 56 days from date of issue of Letter of Award equivalent to 3% of the sub-let works identified in the Contract for faithful performance of such sub-let works in the respective currencies in the form set out in Appendix GCC-2.
- 5.0 You are requested to submit duly executed Integrity Pact on Non-judicial Stamp Paper of appropriate value prior to signing of Contract Agreement in terms of Article 27 of Instruction to Bidders (ITB).
- 6.0 You are requested to sign separate contract agreements with the Owner in terms of Sub-Article 1.6 of GCC as per Proforma enclosed in the Bidding Document on non-judicial stamp paper of appropriate value after receipt of this Letter of Award which shall incorporate all the correspondence exchanged between the parties and provisions which have a bearing on the Contract for specific scope of work e.g. Planning, Design & Engineering Services, Civil works Construction, HM Works, E&M Works with the Owner.
- 7.0 You are requested to execute an Overall Contract Agreement with the Owner in addition to separate contract agreements with the Owner as referred to in Para 6.0 above.
- 8.0 You are requested to submit to the Owner a detailed project schedule in conformity with the mutually agreed Master Control Network within 28 days of issue of this Letter of Award to finalize baseline record schedule in terms of Article 51.1 of GCC.
- 9.0 Ministry of Power (GoI) vide OM No. 15-18/1/2020-HYDEL-II(MoP) dated 27.09.2021 have directed that *all the Hydro CPSEs executing Power Projects to adopt Dispute Avoidance Mechanism through Independent Engineer (IE). IE shall be implemented in all cases irrespective of the fact that the contractor is a CPSE or a Private Party. Dispute resolution mechanism through DRB or DAB in existing contracts may be subsumed by the aforementioned Dispute Avoidance Mechanism through IE with mutual consent. For future contracts, Dispute Avoidance Mechanism through IE shall only be provisioned in place of Dispute Resolution Board or Dispute Adjudication Board.*

In addition to above, CPSEs have been directed to take all necessary actions for incorporating the aforesaid provisions in all their future contracts and to also amend the provisions in existing contracts with mutual consent of both the parties.





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In view of above, you are requested to give consent for subsuming provision of Dispute resolution mechanism though DAB as per Article 38 of GCC with Dispute Avoidance Mechanism through IE.

- 10.0** All other outstanding issues and incidental terms and conditions of the Contract shall be finalised before signing of Contracts.
- 11.0** This Letter of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page by the authorized bid signatory of your company as a proof of your acknowledgement and confirmation.
- 12.0** You are directed to contact the Project Authority at Kishtwar for taking over work site and commence the Works and confirm the action in this regard.

Thanking you,

Yours faithfully,
For and on behalf of RHPCL

Deepak Saigal
18/1/2022

CEO, Ratle Hydroelectric Power Corporation Limited (RHPCL)
e-mail ID: ceo.ratle@nhpc.nic.in



Annexure-III

F. No. J-12011/39/2010-IA.I

Government of India
Ministry of Environment, Forests & Climate Change
(Impact Assessment Division)

Indira Paryavan Bhavan
2nd Floor, Vayu Wing
Aliganj, Jor Bagh Road
New Delhi - 110 003

Dated: 27th September, 2021

To,

Shri Deepak Saigal
The General Manager (Civil)
M/s Ratle Hydroelectric Power Corporation Limited,
Room no. 8, Block no. 02, NHPC regional office,
JDA Commercial Complex no. 01, Narwal
Jammu - 249 0974 (Jammu and Kashmir)

Sub: Ratle Hydroelectric Project (850MW) located at Village Drabshala, District Kishtwar, Jammu & Kashmir - Transfer of Environment Clearance from M/s GVK Ratle Hydro Electric Project Pvt. Ltd. to M/s Ratle Hydroelectric Power Corporation Ltd. - reg.

Sir,

The undersigned is directed to refer your online application no. IA/JK/RIV/218510/2021 dated 3rd September, 2021 and documents submitted for transferring the Environmental Clearance (EC) dated 12th December, 2012 of Ratle Hydroelectric Project (850MW) located at Village Drabshala, District Kishtwar, Jammu & Kashmir from "M/s Ratle Hydroelectric Project Pvt. Ltd." to "M/s Ratle Hydroelectric Power Corporation Ltd."

2. It has been noted that the Environmental Clearance was granted to Ratle Hydroelectric Project (850MW) located at Village - Drabshala, District - Kishtwar, Jammu & Kashmir vide Ministry's letter dated 12th December, 2012 to M/s GVK Ratle Hydroelectric Project Pvt. Ltd.

3. Presently, it has been informed that the company ownership has been transferred from M/s GVK Ratle Hydro Electric Project to M/s Ratle Hydroelectric Power Corporation Ltd. (CIN: U40105JK2021GOI012380).

4. The documents as submitted by the applicant are listed as under:

- i. 'No Objection Certificate' submitted by Jammu and Kashmir State Power Development Corporation (JKSPDC).
- ii. Memorandum of Understanding (MoU) dated 3rd February, 2019 signed between Hon'ble Governor of Jammu & Kashmir State through Commissioner/ Secretary to Government, Jammu and Kashmir State Power Development Corporation Limited (JKSPDC) and NHPC on Non- Judicial Stamp.
- iii. Certificate of Incorporation dated 1st June 2021 signed by Asst. Registrar of Companies of M/s Ratle Hydroelectric Power Corporation Ltd.

- iv. Undertaking on non-judicial stamp vide certificate no. IN-JK21215012518114T dated 3rd September 2021 by M/s Ratle Hydroelectric Power Corporation Ltd. as stated below:

Ratle Hydroelectric Power Corporation Ltd. (RHPCL), a Joint Venture Company of NHPC and JKSPDC, undertakes to comply, w.e.f. 01.06.2021 (date of taking over of the company) to all conditions stipulated in the environment clearance letter of MoEF&CC no. J-12011/39/2010-IA.I dated 12th December, 2012 in favor of the previous owner.

5. The Ministry has examined the application. In view of the above, the Ministry hereby accords approval for grant of Transfer of Environmental Clearance transfer as proposed from "M/s GVK Ratle Hydroelectric Project Pvt. Ltd." to "M/s Ratle Hydroelectric Power Corporation Ltd." subject to following additional conditions:

- (i) Any change in scope of work will attract the provisions of the Environment (Protection) Act, 1986 and Environmental Impact Assessment Notification, 2006 in conjunction with the subsequent amendments/ circulars.
- (ii) All conditions stipulated in the EC letter No. J-12011/39/2010-IA.I dated 12th December, 2012 shall remain unchanged.
- (iii) The project proponent shall be liable, if any, for any act of violation of the EP Act, 1986/ EIA Notification 2006/ subsequent amendments and circulars which it has inherited during the transfer.
- (iv) The project proponent shall be liable for compliance of all court directions, if any.

6. The name of the addressee with respect to above mentioned project in the Environmental Clearance dated 12th December, 2012 shall be substituted by the following:

M/s Ratle Hydroelectric Power Corporation Limited,
Room no. 8, Block no. 02, NHPC regional office,
JDA Commercial Complex no. 01, Narwal
Jammu - 249 0974
Jammu and Kashmir

7. This issues with the approval of the Competent Authority.

Yours faithfully,


(Yogendra Pal Singh)
Scientist 'E'

Copy to:

1. The Secretary, Ministry of Power, Shram Shakti, Bhawan, Rafi Marg, New Delhi-1.
2. The Secretary, Ministry of Jal Shakti, Shram Shakti Bhawan, Rafi Marg, New Delhi -3.
3. The Chief Engineer, Project Appraisal Directorate, Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi- 110 066.

4. The Secretary, Department of Power, Government of Jammu and Kashmir, Civil Secretariat, Jammu, Jammu & Kashmir.
5. The Secretary, Department of Forest, Environment & Wildlife Management, Government of Jammu and Kashmir, Civil Secretariat, Jammu, Jammu & Kashmir.
6. The DDG of Forests (Central), Ministry of Environment, Forest & Climate Change, Regional Office (NZ), Bays No. 24-25, Sector 31 A, Dakshin Marg, Chandigarh - 160030.
7. The Member Secretary, Jammu and Kashmir State Pollution Control Board, Parivesh Bhawan, Forest Complex, Gladni, Narwal, transport Nagar, Jammu, Jammu and Kashmir - 180 004.
8. NIC Cell - for uploading in MoEFCC's website.
9. Guard File.


21.09.2021
(Yogendra Pal Singh)
Scientist 'E'

J-12011/39/2010-IA-1
Ministry of Environment & Forests
Government of India
(IA-Division)

Parvavaran Bhawan
GG Complex, Lodhi Road,
New Delhi-110003

Dated 12, December, 2012

To,

The Director (Design & Engineering)
M/s Ratle Hydro Electric Project Pvt. Ltd.
GVK Technical & Consultancy Services Pvt. Ltd.,
2nd Floor, Tower-C Building No.10
DLF Cyber City, Phase-II,
Gurgaon- 122 002, Haryana.

Subject: Ratle HEP (850MW) Project in Kishtwal District of Jammu & Kashmir by M/s Ratle Hydro Electric Project Pvt. Ltd. - for Environmental Clearance Regarding.

Sir,

This has reference to your letter no. Nil Dt.17.5.2012 on the above mentioned subject.

2. It is noted that the proposed project is a run of the river scheme near village Drabshala in Kishtwar District of Jammu & Kashmir. The project envisages construction of a Concrete Gravity Dam of 133m high concrete gravity dam from the deepest foundation level across Chenab River near Drabshal Village to generate 850 MW of hydropower. The catchment area of the project is 14,209 Sq.km. Total land requirement is 567.21 ha. Out of which 373.29 ha State land, 55 ha is Private land and 138.93 ha is forest land. Total land coming under submergence is 203 ha. A total 240 families are likely to be affected due to this project. An underground powerhouse is proposed on the right bank of the river with 4 units of 205 MW each + one additional unit of 30 MW to ensure continuous ecological release at the downstream. No National Park/wildlife Sanctuary/Biosphere Reserve/Historical Monuments/Religious, places etc. exists



within 10 km radius of the project. The estimated cost of the project is Rs.5353.82 Crores out of which 262.35 Crores will be for Environmental Management Plan (EMP) and will be constructed will be completed in 60 months.

3. The Project proposal was considered by the Expert Appraisal Committee (EAC) for River Valley & Hydroelectric Power Projects in its 59th meeting held on 20th -20st July 2012. Public Hearing for the project was conducted on 7.4.2012 at Drabshala in Kishtwar District of Jammu & Kashmir. Forest Clearance for diversion of 138.93 ha of forest land has been approved by Govt. of Jammu & Kashmir on 27.4.2012.

4. The Expert Appraisal Committee (EAC), after due consideration of the relevant documents submitted by the project proponent and clarification furnished in response to its observation, have recommended for grant of Environmental Clearance for the project mentioned above. Accordingly, the Ministry of Environment and Forest hereby accords necessary Environmental Clearance for the above project as per the provisions of Environmental Impact Assessment Notification, 2006 and its subsequent amendment in 2009 subject to compliance of the following conditions:

Part A : Specific Conditions

- (i) The Catchment Area Treatment (CAT) Plan as proposed in the EIA/EMP Report shall be undertaken in consultation with the State Forest Department and major work shall be completed before impounding of reservoir.

Item	I Year	II Year	III Year	IV Year	Total
Biological Measures					
Afforestation (ha)	2243	1747	923	-	4913
Enrichment Plantation (ha)	-	112	79	-	191
Pasture Development	-	376	195	-	591
Nursery Development (Nos)	3	-	-	-	3

Watch & ward (Nos)	240	240	240	240	960
Engineering Measures					
Contour Bunding (ha)	434	409	374	171	1338
Check Dams (Nos)	50	25	30	20	125

- (ii) All the commitments made during the public hearing shall be fulfilled completely.
- (iii) The details of land holding of project affected persons whose land is being acquired shall be submitted to this ministry. The R&R benefits for the land losing households will be as per the National Rehabilitation and Resettlement Policy, 2007 (NRRP,2007) or as per the State Rehabilitation and Resettlement Policy, whichever is higher. Adequate publicity of the compensation package shall be made in the affected villages.
- (iv) A Monitoring Committee for R&R shall be constituted which must include representatives of project affected persons from SC/ST category and a women beneficiary.
- (v) Consolidation and compilation of muck shall be carried out only in the designated muck dumping sites as submitted in the EIA/EMP report. As per the proposed muck disposal plan, out of 24.4 lakh m³ of muck to be generated due to excavation, about 50% (i.e.12.2 lakh m³) will be utilized for construction purpose and the remaining 12.2 lak m³ will be dumped at the 3 designated areas in an allocated area of 30.59 ha. The identified muck dumping sites shall be at least 30m horizontally away from the edge of the river corresponding to high flood level (HFL).
- (vi) Muck dumping sites should be handed over to Forest Department only after restoration including plantations etc.
- (vii) A provision of an additional unit of 30 MW has been made in the project, which will be running for 24 hours continuously to maintain a minimum discharge of 33.43 cumecs/sec, during the lean season from November-February (About 27% of lean season) at the downstream, shall be strictly adhered-to. Monsoon flow shall be at least 30% of the Monsoon discharge.
- (viii) An Auto mechanism/by pass arrangement in dam design shall be made to ensure release of environmental flow water in event of the 30 MW turbine or when it is put under maintenance.

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- (ix) Continuous Monitoring system for environmental flow measurement shall be installed and data shall be displayed at appropriate site for information of civil society, stake holders and regulators. Six monthly results shall be submitted to the regional Office of the Ministry and SPCB.
- (x) Real time telemetry and data acquisition system including all weather hydro metrological stations shall be installed for in-flow monitoring and advance flood warning. Advance flood warning and advance communication systems shall be installed in consultation with the downstream District Authorities.
- (xi) As proposed in the EMP, the compensatory Afforestation Programme on 277.84 ha of land with 13 plant species shall be undertaken in consultation with the State Forest Department. Native species should be preferred in plantation. The allocated grant of Rs.1467.55 lakhs for this purpose shall be fully utilized and not to be diverted for any other purpose.
- (xii) Greenbelt development along the approach roads, residential areas, office complex, dam site and other working areas shall be undertaken. The allocated budget of Rs.73 lakhs for this purpose shall be fully utilized and not to be diverted to any other purpose.
- (xiii) As proposed in the EMP, the Biodiversity Conservation and Wildlife Management Plans shall be taken up and implementation shall be included in the sixth monthly compliance report to be submitted to the Ministry, including its Regional Office.
- (xiv) Indigenous plant species should be used for implementation of Biodiversity Management Plan and for Compensatory Afforestation. Expertise from R&D centers may be used for propagation techniques. Provision should also be made to include researchers to implement these plans and carrying out plantation.
- (xv) Equipment likely to generate high noise levels shall meet the ambient noise standards as notified under the noise Pollution (Regulation and Control) Rules 2000, as amended in 2010 under Environment Protection Act (EPA), 1986. For this, necessary insulation arrangement etc. to be ensured.
- (xvi) A provision of Rs. 30 Crores earmarked towards the Local Area Development Activities (LADA) shall be fully utilized and not to be diverted for any other purpose. The implementation of activities as submitted to the Ministry shall be taken up as soon possible. In addition, a grant of Rs. 30 Crores earmarked for Corporate Social Responsibility



(CSR) and Rs.30 Crores for skill development purpose shall also be duly utilized and not to be diverted for any other purpose.

- (ixvii) LADA activities may be undertaken by M/s Ratle Hydro Electric Project Pvt. Ltd to enhance delivery mechanism for operational point of view.
- (ixviii) Tie-ups shall be made with existing city hospitals for disposal of Bio-medical waste in case district hospital at Kishtwar does not have the facility for handling biomedical waste as proposed in the report.
- (ixix) Any other clearance from other organization/department, if required, shall be obtained before commencement of the project.

Part-B General Conditions

- (i) Adequate arrangement for providing free fuel like kerosene/wood/LPG shall be made at project cost for the labour engaged in the construction work so that indiscriminate felling of trees is prevented.
- (ii) Medical facilities as well as recreational facilities shall also be provided to labourers.
- (iii) All the labourers to be engaged for construction works shall be thoroughly examined by health personal and adequately treated before issuing them work permit.
- (iv) No fugitive dust emissions should be observed at the construction sites. Water sprinkling arrangements should be made to suppress the fugitive emissions.
- (v) Potable drinking water and proper sanitary facilities shall be provided for the labour force and the local area people.
- (vi) Restoration of construction area including dumping site of excavated materials shall be ensured by leveling, filling up of burrow pits, landscaping etc. The area should be properly treated with suitable plantation.
- (vii) Environmental parameters shall be monitored regularly and six monthly reports shall be submitted to the regional Office of the Ministry and State Pollution Control Board for review.
- (viii) The project proponent shall also submit six monthly compliance reports of the stipulated EC conditions (both hard copies as well as by e-mail) to the respective Regional Office of MoEF and state Pollution Control Board. Monitoring report and compliance report shall be up-loaded on the web-site of project proponent.



5. The Project Proponent shall provide full cooperation and all required documents, data and access to the Officials of Regional Office of MoEF who would be monitoring the Implementation of environmental safeguards.

6. Besides the above stated conditions, M/s Ratle hydro Electric Project Pvt. Ltd and Government of Jammu & Kashmir shall also implement all other environmental safeguards, as proposed in the EIA/EMP report and other reports from time to time. The J & K Government may also like to monitor implementation of EMP at regular interval.

7. Any change in the scope of the project shall be intimated to the Ministry and fresh approval, if required, shall be taken from the Ministry.

8. The Ministry reserve 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 safeguards measure in a time-bound and satisfactory manner.

9. This clearance letter is valid for a period of 10 years from the date of issue of this letter for commencement of construction work.

10. A Multi-disciplinary committee for monitoring the implementation of environmental safe guards during construction shall be constituted by the Project Proponent in consultation with the Ministry as early as possible. The Proponent shall suggest the members and their profile for approval of the Ministry. Proponent shall organize six monthly meetings of the committee and submit the monitoring report to the Ministry.

11. A copy of the clearance letter shall be sent by the Proponent to local Panchayat, Zila parishad/Municipal Corporation, Urban Inral body and local NGO, if any, from whom suggestions/representations were received while processing the proposal. The clearance letter shall also be put on its web-sites by the project proponent.

12. The proponent should advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the vernacular language of the locality concerned informing that the project has been accorded environmental clearance and copies of clearance letter are available with the State Pollution Control Board/committee and may also be seen at Website of the Ministry of Environment and Forests at <http://www.envfor.nic.in>

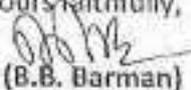


13. After 5 years of the commissioning of the Project, a study shall be undertaken regarding impact of the project on the environment and downstream ecology. The study shall be undertaken by an independent agency, to be decided in consultation with the Ministry.

14. The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) including the respective Regional office of MoEF and Zonal Office of CPCB and SPCB.

15. Any appeal against this environmental clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days from the date of issue, as prescribed under Section 10 of the National Green Tribunal Act, 2010.

Yours faithfully,


(B.B. Barman)

Director

12-12-12

Copy to:

1. The Secretary, Ministry of Power, Shram Shakit Bhawan, Rafi Marg, New Delhi-1
2. The Advisor (Power), Planning Commission, Yozna Bhawan, New Delhi-110 001
3. Special Secretary, Power Development Department, Government of Jammu & Kashmir, Civil, Secretariat Jammu, Jammu & Kashmir.
4. Secretary, Department of Environment & Forests, Government of Jammu & Kashmir, Jammu.
5. The Chief Engineer, Project Appraisal Directorate, Central Electricity Authority, Sewa Bhawan, R.K.Puram, New Delhi- 110 066
6. The Regional Office, Ministry of Environment & Forests, Chandigarh.
7. Member Secretary J&K State Pollution Control Board, Super Bazar Building, III Floor, Jammu.
8. E1- Division, Ministry of Environment & Forests, New Delhi- 110 003
9. PS to JS (AT)/ Dir (BB)/ P.V. S. Rao (Scientist 'B')
10. Guard File

(B.B. Barman)

Director

Use of muck by MEIL for aggregate and sand processing, Crate works and other construction works



1307





रतले हाइड्रोइलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(एनएचपीसी लिमिटेड और जेकेएसपीडीसी लिमिटेड का एक संयुक्त उद्यम)

RATLE HYDROELECTRIC POWER CORPORATION LIMITED

(A Joint Venture of NHPC Limited and JKSPDC Limited)

सन्दर्भसं: / Ref. No. **RATLE/CEO/2024/L-50**

दिनांक / Date: **16-08-2024**
17

M/s Megha Engineering & Infrastructures Limited
52, Technocrat Industrial Estate,
Balanagar, Hyderabad,
Telangana- 500 037

Kind Attention: Mr. B. Umamaheswara Reddy, VP

E-mail: umr@meilgroup.com

Sub-Strict compliance of conditions pertaining to disposal of muck, only at designated sites

Ref:-1) MEIL letter No. MEIL/RHPCL/24/08/253 dated 03-08-2024

2) MEIL letter No. MEIL/RHPCL/24/07/250 dated 30-07-2024

3) RHPCL letter No. Ratle/CEO/2024/798 dated 26-07-2024

Sir,

Please refer to your aforementioned letters at Ref-1) & 2) above, vide which MEIL has claimed that the designated muck disposal area provided to MEIL with 30mtr horizontal distance from HFL of river is not sufficient for proper disposal of quantum of muck generated from Dam and Power House works. It has also been mentioned that the capacity of muck disposal at site-1 (right bank; d/s) is almost exhausted and that the dumping of muck at designated site on right bank of Kuligad Nalla is not feasible due to steepness of hill slopes.

In this regard, it is brought out here that three designated muck disposal sites with sufficient area stand already handed over to MEIL. It is again intimated that the muck disposal site-1 on right bank of river Chenab (d/s) is spread over a length of 1350 mtr, out of which only 500 mtr (approx.) has been utilized till date and remaining span of muck disposal site can also be utilized after proper development along with providing protection works like gabion walls, crate works etc. to avoid any spillage of muck into the river. It has also been observed that designated muck disposal site on left bank spread over a length of 1400 mtr has also not been utilized for the disposal of muck.

Further, third muck disposal site at right bank of Kuligad Nalla which is spread over a length of 450mtr, can also be utilized for the disposal of muck, with proper planning and development of site.



रतले हाइड्रोइलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(एनएचपीसी लिमिटेड और जेकेएसपीडीसी लिमिटेड का एक संयुक्त उद्यम)

RATLE HYDROELECTRIC POWER CORPORATION LIMITED

(A Joint Venture of NHPC Limited and JKSPDC Limited)

Moreover, as mentioned in your letter at **Ref-1**) above, it may be ensured by MEIL that the spilled over muck at muck disposal site-1 (right bank; d/s) is promptly retrieved and relocated to the designated sites for further use for gabion works and aggregate production.

In connection with above, also please refer to the discussions held on 31-07-2024 with Deputy Commissioner, Kishtwar wherein it was emphasised that muck disposal on right bank of river (**MDS-1**) may be stopped in order to avoid any spillage of muck and that muck may be temporarily stacked/stored on some alternative location, within the land acquired for Project.

Considering the above and the request made by MEIL vide **Ref-1**) regarding the utilization of Project land situated at Joshana Village for temporary stacking/storage of muck being generated from Project works and as submitted by MEIL that the muck will be later on retrieved and utilized for crushing and production of aggregates, M/s MEIL is hereby allowed to temporarily utilize the said Project land for aforementioned purpose at their own cost however, MEIL shall ensure that all protection measures viz. crate works, gabion walls etc. are provided to avoid any spillage of muck in Shanderi Nalla or any other stream/water body. Further, MEIL must ensure proper transportation and handling of muck to avoid any scattering of muck/debris, emission of dust or any other activity which may cause deterioration to the existing environmental conditions or violation of laid down norms.

Thanking you,

Yours faithfully,

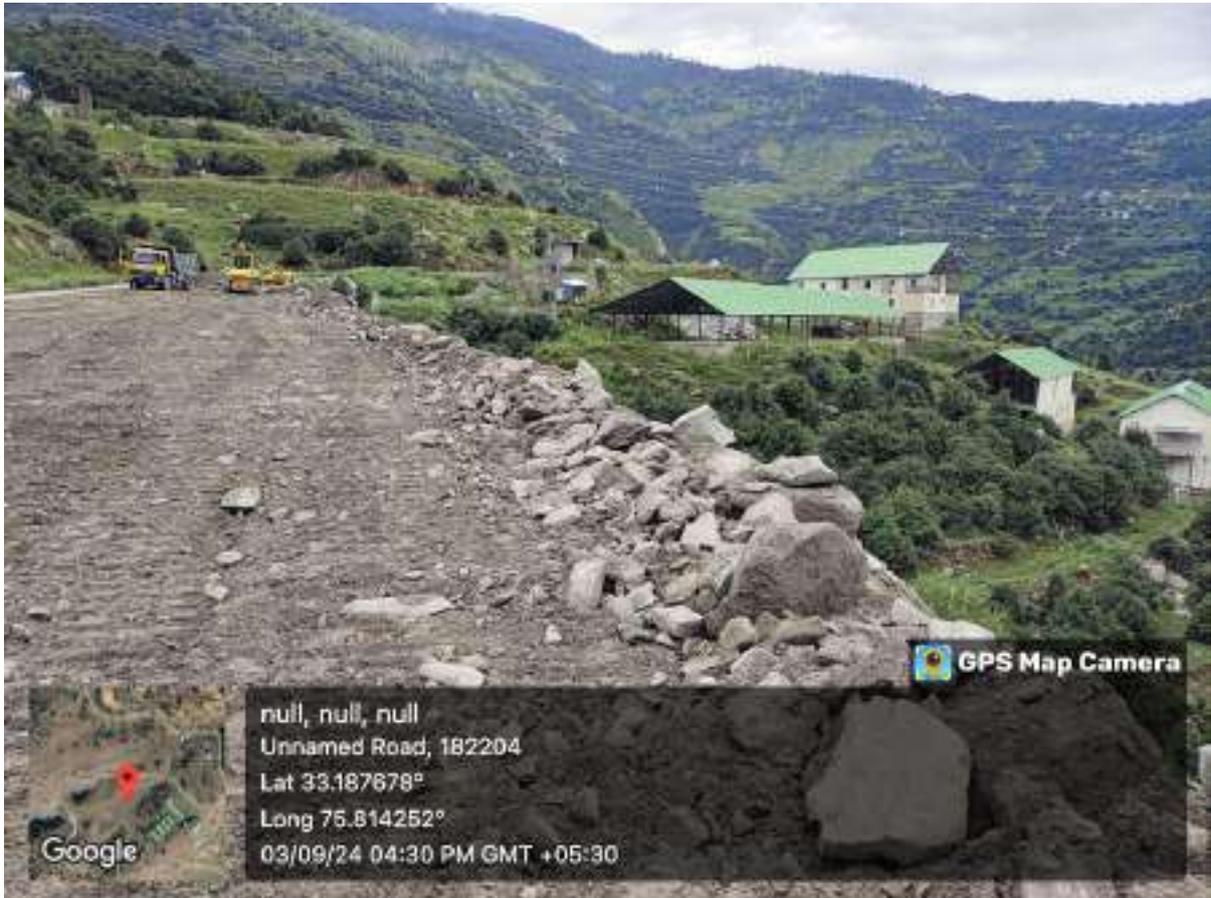
A. K. Nauriyal
Chief Executive Officer

Copy to the:-

1. Deputy Commissioner, Kishtwar.
2. Managing Director, JKPCDC, Ashok Nagar, Satwari, Jammu.
3. Tehsildar, Tehsil Drabshalla, District Kishtwar.
4. General Manager (Civil)-I/II/III, RHPCL, Kishtwar.
5. Sh. M. S. Pal, AVP, M/s MEIL (sainathpai.m@meghaeng.com).
6. Sh. Harpal Singh, COO, MEIL (harpalsingh@meilgroup.com).
7. Sh. S. N. Jha, CGM, M/s MEIL (sachindranath.jha@meghaeng.com).
8. Sh. Mallikarjuna Reddy, M/s MEIL, Hyderabad (mallikarjuna.k@meilgroup.in).

Temporary stacking/ storage of muck at alternative location at Joshana village within Project land, far away from the river





Retrieval and relocation of muck from designated muck disposal site along right bank





No. RHEP/MEIL/D/24/03/

Date: 12th Mar, 2024

The Regional Director
Jammu and Kashmir Pollution Control Committee
Parivesh Bhawan, Forest Complex,
Transport Nagar, Narwal,
Jammu

Sub.:Reply to legal notice: Compliance to the provisions laid down under Water (Prevention and Control of Pollution) Act 1974, Air (Prevention and Control of Pollution) Act 1981 and other related norms/Guidelines.

Ref: No. PCC/RJD/GGC-20/N-II/3244-46 dated: 29-02-2024 of J&K Pollution Control Committee.

Respected Madam,

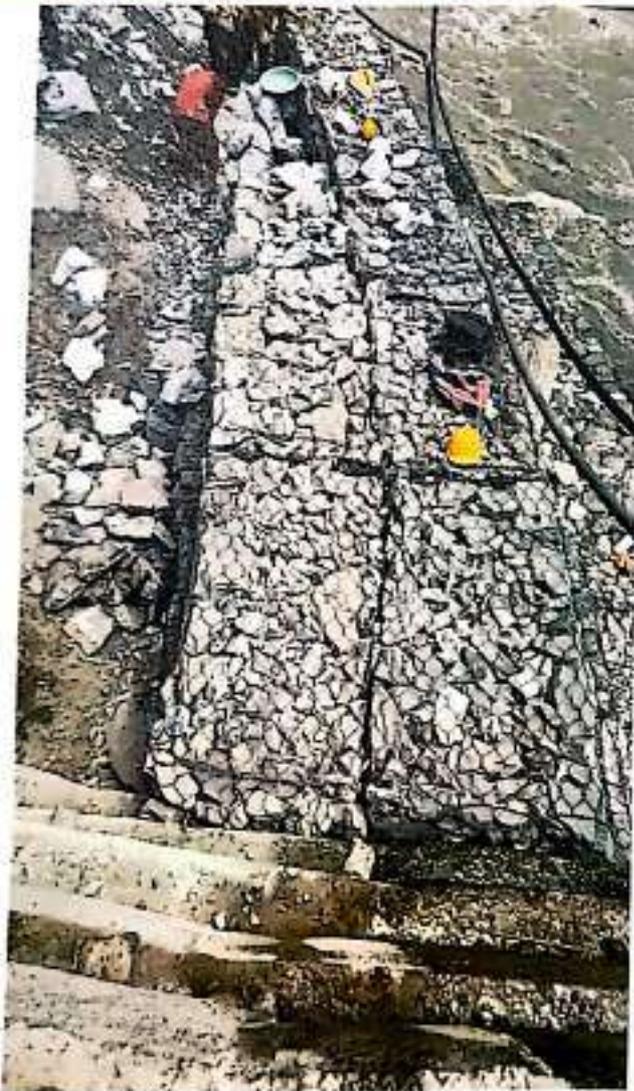
This is in reference to above referred communication in which directions have been conveyed by your good Office citing some shortcomings/ violation of Environmental laws by M/s MEIL while undertaking construction activities of Ratle HE Project at Kishtwar. The point wise reply to the observations is submitted as detailed below for kind consideration please:-

- 1) Muck Disposal:-** Three muck disposal sites (in downstream area) have been designated for proper disposal of muck generated from the construction activities. Out of three, two sites have been developed and are being utilized for disposal of muck. The crate works and retaining walls have been constructed and all efforts are being made by M/s MEIL to avoid any spillage of muck/ debris into the river. While working at vertical cliffs in the dam area, some of the muck may slip downhill over the ridge however, the river stands already diverted in that portion. The portion of muck spilled, if any, from the crate protection/ gabions in the muck disposal area, would be retrieved and relocated to the designated muck disposal sites.

Further, A part of generated muck has been temporarily stacked along the river banks for strengthening the river dyke to avoid any damage due to unexpected rise in river discharge/ flooding. The temporary stacked muck shall also be relocated for use in the Project construction works.

Photographs showing the protection measures/ crate works are enclosed herewith.





Construction of retaining structure/
Crate wall on left bank of river

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- 2) **Solid And liquid waste:-**Temporary setup has been created by MEIL for accommodating the Office staff and the labour. The soak pits and septic tanks have been constructed for these temporary setups to properly manage the solid/liquid

Megha Engineering & Infrastructures Ltd.

1316

An ISO 9001-2008 Company

S-2, Technocrat Industrial Estate, Balanagar, Hyderabad-500037, T.S., INDIA

Tel: +91 40 4460 9100, +91 40 4433 6700, Fax: +91 40 4433 6800

E-mail: info@meil.in. Visit us: www.meil.in U45202TG2006PLV050271

waste. Further, dustbins have also been provided/installed for the collection of dry solid waste.

Through the vehicles of Municipal committee, Kishtwar, the waste from these setup/ dustbins is transported for further disposal. Moreover, through the services of Municipal Committee, Kishtwar, the septic tanks and the soak pits are being properly cleaned and managed on regular basis, as & when required.

- 3) **Consent for Batching Plants:-** There are a total of four Batching plants installed by M/s MEIL out of which the consent has already been issued by J&K Pollution Control Committee in respect of two Batching Plants (CTO No. PCC/Digital/23043760620 of 2023 dated 04-05-2023 and No. PCC/Digital/23043760774 of 2023 dated 02-05-2023 respectively).

Whereas, the other two Batching Plants (3rd and 4th) situated downstream of Dam site are under the stage of erection and are not fully functional. However, in order to test check its full functionality, only trial runs of the same have been performed. The online Consent Applications for above two Batching Plants have also been submitted which are under process (Online Application No. 4484617 and No. 4479967 respectively).

The two batching Plants were installed to cater to the requirement of Dam construction works which are likely to start shortly. The Batching Plants would be made fully functional as soon as the Consent for same is received and the Dam works are started.

- 4) **Crusher Plants-Pollution Control Measures and PCDs:-**

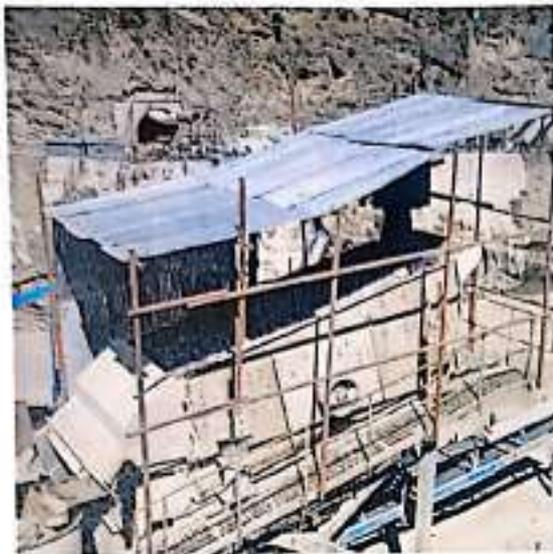
Presently, two Crusher Plants are functional (upstream and downstream area each) for which the Consent has already been obtained from J&K PCC (Consent Order No. PCC/Digital/23043450744 of 2023 dated 07-08-2023 and No. PCC/Digital/23043450733 of 2023 dated 07-08-2023 respectively). However, as per the instructions received from Divisional Officer, Kishtwar, the following safeguard measures have been taken immediately (photographs enclosed herewith):-

- i) Water sprinkling system has been installed to suppress the dust from the Crusher plants and the Conveyor systems.



Signature

ii)The Crusher Plants are being covered with CGI sheets to prevent any spread of dust.



Any other safeguard measures/ PCDs shall also be installed in the Crusher Plants as per the directions of your good Office.

5) Installation of DG sets:-

One DG set of rating 1500KVA and two DG sets of rating 500KVA each, have been installed at site by M/s MEIL. The online Applications for obtaining Consent / Authorization in respect of these three DG sets have been submitted to J&K PCC (Online Application No.4483908 (1500KVA DG set), No. 4482296 (500KVA DG set) and No. 4482317 (500KVA DG set) respectively.

The two DG sets of rating 500KVA each have been installed recently (for supplying power to the Batching Plants), however, the trial runs have been performed on the same to examine their load potential. The DG set of rating 1500KVA has also been installed recently and is yet to be made fully operational.

These DG sets having high efficiency engines are suitably optimized to match the green standards and reduce the noise by providing them top quality silencers.

Further, the existing stack heights of DG sets are being modified/ increased by M/s MEIL to the acceptable norms and the compliance of same shall be communicated to your good Office shortly.

As per the directions received from your good self, M/s MEIL has applied for the mandatory Consent / Authorization in respect of two (02) Batching Plants and three (03) DG sets and we are also committed to rectify any shortcomings as outlined in your Notice.

The provisions contained in Water (Prevention and Control of Pollution) Act 1974, Air (Prevention and Control of Pollution) Act 1981 and other related norms/guidelines related to the Environment protection shall be fully complied.

Daust

Megha Engineering & Infrastructures Ltd.

1318

An ISO 9001-2008 Company

S-2, Technocrat Industrial Estate, Balanagar, Hyderabad-500037, T.S., INDIA

Tel: +91 40 4460 9100, +91 40 4433 6700, Fax: +91 40 4433 6800

E-mail: info@meil.in, Visit us: www.meil.in U45202TG2006PLV050271

We fully assure your good self that the directions received from J&K PCC shall be complied in letter and spirit. Hence compliance report is submitted for kind consideration.

In view of above submission, your good self is requested to kindly withdraw the Show cause Notice under reference.

Thanking you Madam,

Yours Faithfully,

For Megha Engineering & Infrastructures Limited.

M Sainath Pai
(Additional Vice President-Project)



Authorized Signatory
For Megha Engineering & Infrastructures Limited.

Copy for kind information to the:-

1. The Chairman, J&K Pollution Control Committee, Jammu.
2. Member Secretary, J&K Pollution Control Committee, Jammu.
3. Divisional Officer (Kishtwar), J&K Pollution Control Committee, Kishtwar.

RHPCL:

1. Chief Executive Officer, Rattle Hydro-Electric Power Corporation, Kishtwar.



J&K Pollution Control Committee
Jammu/Kashmir (www.jkspcb.nic.in)

Consent Order

Consent No.:- PCC/digital/ 24033871690 of 2024

Date:- 28/05/2024

Consent To Establish (Renewal) under Section 25/26 of the Water(Prevention & Control Pollution)Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981, as amended is granted in favour of

Chief Executive Officer, RHPCL
M/s Ratle Hydroelectric Project
Office: Ratle Hydroelectric Power Corporation, Shalimar Colony
Kishtwar, Kishtwar(registered with DIC vide registration No:
U40105JK2021GOI012380 date: 01/06/2021)

for a period upto June-2025 for RED category of unit as per revised classification of industrial sector, subject to the following terms and conditions in a time bound manner :

1. The consent granted by the Committee is restricted to Prevention and Control of Pollution only and shall not be treated as substitute of permission required under other laws of the land.
2. The consent is granted valid for the establishment of Hydroelectric Project as mentioned below with capital investment of Rs.528194.00 lakhs:

S No.	Name	Capacity of Power Generated	Unit
1	Hydroelectric Power Project	850	Megawatt

Any change / enhancement in power project shall have to be intimated to the Committee and the project proponent has to apply afresh for the same

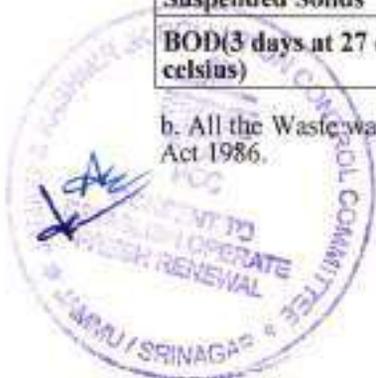
3. **Compliance under Water Act :**

a. Standards of discharge for Sewage disposal:

Sewage Treatment - The Project proponent has to install and maintain continuous operation of a comprehensive treatment system as is warranted with reference to effluent quality and operate and maintain the same continuously so as to achieve the quality to treated effluent to the following standards before disposal :-

Parameters	Range	Conc. in mg/l except for pH
pH	between	6-9
Suspended Solids	Not to exceed	100
BOD(3 days at 27 degree celsius)	not to exceed	30

b. All the Waste water/Trade effluent shall be treated as per norms to meet the environment standards of EP Act 1986.



c. Water consumption

- i. The daily quantity of water consumption shall not exceed -KLD.
- ii. The daily quantity of sewage effluent from the unit shall not exceed -KLD

4. **Compliance under Air Act :**

a. Project proponent shall comply to National Ambient Air Quality Standards as per EP Act 1986 (refer rule 3(3B)).

b. The unit holder has to operate stack(s) of the following specifications :)

S. No	Stack attached to	Volume Nm ³ /hr	Height (in Meters)	Top diameter (in Meters)	Velocity of gas emission m/sec
1					

c. Project proponent has to install and maintain continuous operation of a comprehensive air pollution control system including the following pollution control devices to achieve the quality of emissions within the tolerance limits as prescribed under the environment protection act 1986:

S.No.	Pollution Control Equipments
1	Multi Cyclone Separator, Bag Filter, Dust Suppression System/Fogging System, Water Sprinkling System, Packed Bed Scrubber, Water Scrubber, ID fan, Exhaust Fans, Fire Extinguishers, Effluent Treatment Plant, Sewerage Treatment Plant, Pollution Control Devices as applicable under Environment Protection Act, Color coding bins, good houses,

d. **Fuel Consumption Details :-**

S.No.	Type of fuel	Maximum Quantity	Unit
1			Metric Tonnes/Day

5. Project proponent shall comply to the Solid Waste Management Rules 2016 dated 8-4-2016.
6. Under the Noise Pollution (Regulation and Control) Rules 2000, the unit holder shall take adequate measures for control of noise from its own sources within the premises so as to maintain ambient air quality standards in respect of noise to less than 75dB(A) during day time and 70 dB(A) during night time. Daytime is reckoned in between 6 am to 10 pm and night time is 10 pm to 6 am
7. Project proponent shall comply to the Plastic Waste Management Rules 2016 dated 18-3-2016
8. Self Monitoring Schedule :
The unit holder shall have to get the samples of emission/Effluents analysed from the laboratory of J&K PCC or laboratories approved by J&K PCC when unit becomes operational to the check the efficacy of Pollution Control Devices (PCDs) installed in the unit
9. Project proponent shall comply with the additional conditions as stipulated below:-
 - i. The Consent is valid for the Establishment of unit only. The unit holder can only manufacture products, at the rate of production as mentioned in consent order. Any change in production capacity, process, raw materials use etc, shall have to be intimated to the Board. For any enhancement of the above, fresh consent has to be obtained from J & K Pollution Control Committee.
 - ii. Project proponent has to keep a record of the environmental data monitored regularly with regard to operation and maintenance of pollution control devices viz Air Pollution and Water Pollution Control to achieve the desired standards notified in EP Act.
 - iii. Pollution Control Devices (ETP/ECD) as contemplated to achieve the quality of effluent emission within the tolerance limits prescribed, shall have to be operational during the course of production. The effluent/emission shall not contain constituents in excess of the tolerance limits as laid down by J & K Pollution Control Committee.
 - iv. Project proponent shall be liable to pay compensation in case any damage is caused to the environment.
 - v. Project proponent shall abide by the directions of the Committee which will be issued from time to time. Any infringement/ violation or transgression of the statutory enactments of pollution control acts by the unit, shall be sufficient cause to prosecute the violator in conformity with relevant section of Air/Water Acts and Environment Protection Act in force.
 - vi. Project proponent shall be under surveillance monitoring of J & K Pollution Control Committee
 - vii. Project proponent shall provide adequate arrangement for fighting the accidental leakages/discharge of any air pollutant/gas/liquid from the vessel, machinery etc. which are likely to cause fire hazard including

The industry can apply for Renewal/Expansion of Consent on the Site www.jkpcsmc.nic.in directly

environmental pollution.

- viii. Project proponent shall adhere to general standards terms and conditions of Water / Air Acts and compliance of environment standards as per environment protection act 1986
- ix. Project proponent should apply 60 days in advance for renewal of consent before expiry the date of this Consent Order.
- x. Project proponent shall not operate the unit unless Committee issue Consent to Operate (Fresh)

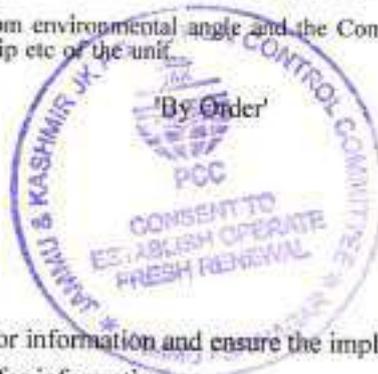
Specific Conditions:-

1. The proponent shall submit half yearly details of expenditure to be incurred on 'Solid Waste Management Plan as per the proposal shown in Environmental Management Plan
2. The project proponent shall submit half yearly details of expenditure to be incurred on quality studies and control of Water Air and Noise as per the proposal shown in 'Environmental Management Plan' to be spent on the same.
3. The Project proponent shall adhere to the guideline of concerned executive / monitoring agencies for monitoring of various parameters under Environment Monitoring Plan.
4. The Project proponent shall also implement all other environmental safeguards, as proposed in the EIA / EMP report and other reports from time to time.
5. The Environmental Management Plan shall be strictly adhered, the budgetary provisions for the implementation of EMP shall be fully utilized and shall not to be diverted for any other purpose.
6. The Project proponent shall seek consent to operate (fresh) from board to operate the project.
7. Solid waste disposal through scientific means & also follow the terms and conditions in EC, EMP and EIA report.
8. The project proponent shall ensure that they shall not discharge the waste water in to any water body.
9. The PP shall ensure that conditions of Environmental Clearance and EMP are followed in the letter and spirit and shall submit the compliance of EC conditions periodically as stipulated in the EC order, and shall also become the conditions of Consent order as well.
10. The joint inspection team of the JKPCCE experts in solid waste / waste water shall monitor the project bi - annually while in execution with regard to Air and water pollution so as to comply with the Environmental laws and ensure that no damage to environment shall take place.

- xi. In case of violation of above mentioned conditions or any public complaint the consent shall be withdraw.

* This consent is issued purely from environmental angle and the Committee shall not be responsible for any claim, counter claim, ownership, partnership etc of the unit.

J N Sharma
(J N Sharma)
28/5/24
Environmental Engineer



28/5/24
Member Secretary

Copy to the :

1. Regional Director PCC Jammu for information and ensure the implementation of conditions as above.
2. General Manager DIC Kishtwar for information.
3. D.O PCC Kishtwar for the direction to monitor the conditions of the consent stated above.
4. P.A. to Chairman, J&K PCC for information of the Chairman
5. M/s Ratle Hydroelectric Project , Office: Ratle Hydroelectric Power Corporation, Shalimar Colony for compliance of above said conditions.
6. Office file

The unit holder shall comply to environment standards as notified under the environment protection Act 1986, read with the Water (Prevention & Control of Pollution) Act 1974 & Air (Prevention & Control of Pollution) Act, 1981 which can also be downloaded from the website www.jkspcb.nic.in or at www.cpcb.nic.in

"This is computer generated document from OCMMS by JKPCCE"

The industry can apply for Renewal/Expansion of Consent on the Site www.jkocmms.nic.in directly



रतले हाइड्रोइलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड
(एनएचपीसी लिमिटेड और जेकेएसपीडीसी लिमिटेड का एक संयुक्त उद्यम)
RATLE HYDROELECTRIC POWER CORPORATION LIMITED
(A Joint Venture of NHPC Limited and JKSPDC Limited)

सन्दर्भसः / Ref. No. **RATLE/CEO/2024/798**

दिनांक / Date: 26-07-2024

M/s Megha Engineering & Infrastructures Limited
S2, Technocrat Industrial Estate,
Balanagar, Hyderabad,
Telangana- 500 037

Kind Attention: Mr. B. Umamaheswara Reddy, VP
E-mail: umr@meilgroup.com

Sub-Strict compliance of condition pertaining to disposal of muck, only at designated sites

Ref:- LOA No. RATLE/CEO/2022/145 dated 18-01-2022

Sir,

As per **Sl. No. (v) of Specific Conditions** of Environment Clearance letter of MoEF&CC, the unused muck is to be disposed off along with its consolidation and compaction, only at three designated muck disposal sites. Further, the muck disposal is to be carried out at these sites at least 30mtr horizontally away from the edge of the river corresponding to HFL, avoiding any spillage of muck or debris into the river.

The instructions in this regard, have been conveyed to MEIL from time to time, for ensuring the strict compliance, as also stipulated in Clause 53 of GCC (Contract Agreement).

However, it has been observed at site that excavated muck and debris arising out of construction works are not being dumped properly at designated sites. This non-compliance of Environment Clearance condition is a matter of serious concern and the violation of norms may attract the penal action in terms of provisions contained in Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, EPA, 1986 and guidelines issued by Hon'ble NGT, CPCB, JKPCC, etc. in this regard.

It is reiterated here that RHPCL shall not be liable for any sort of penal action, whether monetary penalty or legal action, if arises in future due to non-compliance of proper muck disposal and the same shall be the sole responsibility of MEIL.



रतले हाइड्रोइलेक्ट्रिक पॉवर कॉर्पोरेशन लिमिटेड
 (एनएचपीसी लिमिटेड और जेकेएसपीडीसी लिमिटेड का एक संयुक्त उद्यम)
 RATLE HYDROELECTRIC POWER CORPORATION LIMITED
 (A Joint Venture of NHPC Limited and JKSPDC Limited)

It is brought out here that Project land including three designated muck disposal sites with sufficient area, stands already handed over to MEIL. If required, M/s MEIL may explore the possibility of temporarily utilizing other areas within the handed over land, for stacking of the muck. In case of additional land requirement, the possibility may be explored by MEIL for temporary hiring of suitable land in nearby areas, at their own cost.

It is, therefore, again requested to ensure that the muck and debris arising out of construction activities of Ratle HE Project are dumped only at handed over designated Muck Disposal sites, without any spillage into the river Chenab or any other water body.

It is also requested to immediately relocate the muck/debris, if dumped at any unauthorized location, to the designated muck disposal sites of the Project.

Thanking you,

Yours faithfully,

A. K. Nauriyal
 Chief Executive Officer

Copy to the:-

1. General Manager (Civil)-I/II/III, RHPCL, Kishtwar- for ensuring the necessary compliance.
2. Sh. M. S. Pal, AVP, M/s MEIL (sainathpai.m@meghaeng.com).
3. Sh. Harpal Singh, COO, MEIL (harpalsingh@meilgroup.com).
4. Sh. S. N. Jha, CGM, M/s MEIL (sachindranath.jha@meghaeng.com).
5. Sh. Mallikarjuna Reddy, M/s MEIL, Hyderabad (mallikarjuna.k@meilgroup.in).
6. MEIL Office, Hyderabad (ssrvk.reddy@meilgroup.com).



Annexure-I
Annexure-I
रतले हाइड्रोइलेक्ट्रिक पॉवर कॉर्पोरेशन लिमिटेड
(एनएचपीसी लिमिटेड वी.पी.सी.एल. लिमिटेड का एक संयुक्त उद्यम)
RATLE HYDROELECTRIC POWER CORPORATION LIMITED
(A Joint Venture of NHPC Limited and JSPCL Limited)

संदर्भ सं.: / Ref. No. RATLE/GM(C-1)/2023/ 448

दिनांक / Date: 23-02-2023

M/s Megha Engineering & Infrastructures Limited
S2, Technocrat Industrial Estate,
Balanagar, Hyderabad,
Telangana- 500 037

Kind Attention: Mr. B. Umamaheswara Reddy, VP
E-mail: umr@meilgroup.com

**Sub-Compliance of provisions pertaining to Ecological Balance-
ensuring compliance w.r.t. disposal of muck at designated sites only**

- Ref:- i) RHPCL letter No. RATLE/GM(C)/2022/68 dated 07-11-2022
ii) RHPCL letter No. RATLE/CEO/2022/GM(C-1)/330 dated 27-09-2022
iii) RHPCL letter No. RATLE/CEO/2022/281 dated 13-07-2022
iv) RHPCL letter No. RATLE/CEO/2022/257 dated 10-06-2022
v) LOA No. RATLE/CEO/2022/145 dated 18-01-2022

Sir,

Please refer to our aforementioned communications on the subject cited above vide which necessary instructions have been conveyed to MEIL from time to time for disposal of muck only at designated muck disposal sites, in environmentally safe manner. It was also suggested to immediately relocate the muck/debris dumped, if any, at any locations other than designated muck disposal sites to avoid any violation of laid down guidelines. However, it is regretted that despite repeated communications on the subject matter, not much improvement has been noticed on part of M/s MEIL.

As per Clause 53 of GCC of Contract Agreement and Env Clearance letter Part A: Specific Conditions, the muck is to be disposed of only at designated muck disposal sites and further, proper consolidation and compaction of disposed muck is to be carried out avoiding any spillage of muck or debris into the river/ streams.

It is reiterated here that disposal/ spillage of muck/debris into a river/ stream/ water body is a serious offence under The Water (Prevention and Control of Pollution) Act, 1974, Environment Protection Act 1986 and various rulings of Honourable National Green Tribunal (NGT) which may result into monetary penalty and/or legal action against the defaulters.

In this connection, directions have also been issued by District Magistrate, Kishtwar vide Order No. DM/K/22-23/1707-08 dated 24-09-2022 citing various NGT rulings and other



रतले हाइड्रोइलेक्ट्रिक पॉवर कॉर्पोरेशन लिमिटेड
 (एनएचपीसी लिमिटेड और जेकेएसपीडीसी लिमिटेड का एक संयुक्त उद्यम)
RATLE HYDROELECTRIC POWER CORPORATION LIMITED
 (A Joint Venture of NHPC Limited and JKSPDC Limited)

statutory regulations (copy of Order sent to M/s MEIL vide letter No. RATLE/CEO/2022/GM(C-1)/330 dated 27-09-2022 enclosed).

It may be noted here that ensuring the safe disposal of muck only at designated muck dumping sites is sole responsibility of M/s MEIL. RHPCL shall not be liable for any penalty/ legal action arising out of violation of Acts (Water Act, 1974 and EPA, 1986) or existing norms governing the subject matter. As such, taking a serious note of matter, M/s MEIL may take suitable remedial/ corrective measures to prevent any unlawful dumping of muck/ spillage of debris into the river.

It is also brought out that entire Project land including three designated muck disposal sites with sufficient area, stands handed over to MEIL however, a portion of the muck disposal sites is being utilized by MEIL for their temporary construction facilities. If required, M/s MEIL may explore the possibility to temporarily utilize other suitable locations within handed over Project land, for stacking of the utilizable muck/ excavated material. To meet any additional requirement, MEIL may also explore other suitable land in nearby areas at their own cost.

In view of above deliberations, it is once again directed to ensure strict compliance w.r.t disposal of muck only at designated sites as provided in the GCC of Contract Agreement and Env. Clearance letter Part A: Specific Conditions. Further, MEIL may expedite the development of muck disposal sites on priority and muck/debris dumped, if any, at undesignated location, may be immediately relocated to designated muck disposal sites of the Project.

Thanking you,

Yours faithfully,
 For and on behalf of RHPCL

[Signature]
 General Manager (Civil)

Copy to:-

1. District Magistrate, District Kishtwar, UT Jammu and Kashmir- for information.
2. CEO, RHPCL, Kishtwar.
3. Sr. Manager(Environment), RHPCL, Kishtwar.
4. Sh. H. S. Rathore, CGM, M/s MEIL, Rate HEP (Harendra.rathor@meghaeng.com).
5. Sh. P. Sudhakar Reddy, M/s MEIL, Rate HEP, Kishtwar (psudhakar@meilgroup.com).
6. MEIL Office, Hyderabad (ssrvk.reddy@meilgroup.com); Sh. Narendra Reddy, M/s MEIL, Hyderabad (narendrareddy.g@meilgroup.org).



रतले हाइड्रोइलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(एनएचपीसी लिमिटेड और जेकेएसपीडीसी लिमिटेड का एक संयुक्त उद्यम)

RATLE HYDROELECTRIC POWER CORPORATION LIMITED
(A Joint Venture of NHPC Limited and JKSPDC Limited)

सन्दर्भ सं. / Ref. No. RATLE/CEO/2022/GM(C-1)/330

दिनांक / Date: 27-09-2022

M/s Megha Engineering & Infrastructures Limited
S2, Technocrat Industrial Estate,
Balanagar, Hyderabad,
Telangana- 500 037

Kind Attention: Mr. B. Umamaheswara Reddy, VP
E-mail: umr@meilgroup.com

Sub:- Compliance of provisions pertaining to Ecological Balance- Regarding disposal of muck at designated sites only

- Ref:- i) RHPCL letter No. RATLE/CEO/2022/281 dated 13-07-2022
ii) RHPCL letter No. RATLE/CEO/2022/257 dated 10-06-2022
iii) LOA No. RATLE/CEO/2022/145 dated 18-01-2022

Sir,

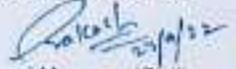
Please refer to our aforementioned letters on the cited subject. As per Clause 53 of GCC of Contract Agreement and also mentioned in Part A - Specific Conditions of Environment Clearance letter of Ratle HEP dated 12-12-2012 and 27-09-2021, the muck is to be disposed of only at designated muck disposal sites and further, proper consolidation and compaction of disposed muck is to be carried out avoiding any spillage of muck or debris into the river/ streams.

In this regard, District Magistrate, Kishtwar has also issued Order vide No. DM/K/22-23/1707-08 dated 24-09-2022 (copy enclosed) vide which all the executing Agencies/ Projects in Kishtwar have been restrained for dumping of muck at other than designated muck dumping sites. Further, providing and maintaining of proper crate walls/ breast walls has also been directed vide the above Order.

In view of above, it is again requested to dispose of the muck only at designated sites strictly as per directions conveyed vide aforementioned Order of DM, Kishtwar and also provided in Part A: Specific Conditions contained in Env. Clearance letter.

Thanking you,

Yours faithfully,
For and on behalf of RHPCL


General Manager (Civil)

Copy for information to:-

1. Chief Executive Officer, Ratle Hydroelectric Power Corporation Limited, Kishtwar, UT of J&K.
2. Sh. Narendra Reddy, M/s MEIL, Hyderabad (narendrareddy.g@meilgroup.org).
3. Sh. P. Sudhakar Reddy, M/s MEIL, Kishtwar (psudhakar@meilgroup.com).

Jammu and Kashmir Pollution Control Committee

Parivesh Bhavan, Forest Complex || Silk Factory Road
Transport Nagar, Jammu, 180 006 || Rajbagh, Srinagar, 190 008

Tel - 0191-2476927; mail - membersecretaryjkpcb@gmail.com

Principal Secretary to the Government,
Department of Forest, Ecology and Environment,
Civil Secretariat,
Jammu / Srinagar.

No: JKPCC/Sc./OA-955-2024/ 1429-33

Date: 25-11-2024

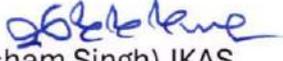
Sub:- Report on behalf of Jammu and Kashmir Pollution Control Committees in pursuant to Hon'ble Green Tribunal, Order dated 12-09-2024 and 23-10-2024 in OA No. 955/2024 titled "President Municipal Committee Thathri Versus Union Territory of Jammu and Kashmir."

Sir,

Kindly refer to the subject captioned above. In this connection, I am to submit that the Compliance Report in OA No. 955/2024 titled "**President Municipal Committee Thathri Versus Union Territory of Jammu and Kashmir**" has already been submitted to Hon'ble National Green Tribunal vide this office No. JKPCC/Sc./OA-955-2024/4041-42 dated 23-11-2024. A copy of the Report is enclosed herewith for kind perusal.

Yours faithfully,

Encl: Report.


(Ghansham Singh) JKAS
Member Secretary 25-11-24
J&K PCC

Copy to the:-

- 1) Member Secretary, Central Pollution Control Committee, New Delhi.
- 2) Regional Director, CPCB, Chandigarh.
- 3) Special Secretary (Technical) Department of Forest, Ecology and Environment, Civil Secretariat, Jammu / Srinagar for information.
- 4) Additional Secretary (Legal) Department of Forest, Ecology and Environment, Civil Secretariat, Jammu / Srinagar for information.

**Jammu and Kashmir
Pollution Control Committee**

chairman87jkspcb@gmail.com
membersecretaryjkspcb@gmail.com
0191 – 2472881, 2476925



1328



Parivesh Bhavan, Forest Complex
Transport Nagar, Jammu, 180 006

Silk Factory Road
Rajbagh, Srinagar, 190 008

**The Consultant Judicial,
Hon'ble National Green Tribunal,
Principal Bench,
New Delhi.**

No: JKPC/Sc./OA 955-2024/ 4041-42

Date:- 23-11-2024

Sub:- Report on behalf of Jammu and Kashmir Pollution Control Committee in pursuant to Hon'ble National Green Tribunal, Order dated 12-09-2024 and 23-10-2024 in OA No. 955/2024 titled "President Municipal Committee Thathri Versus Union Territory of Jammu and Kashmir."

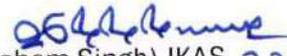
Sir,

In compliance to the directions of Hon'ble National Green Tribunal, Principal Bench, New Delhi **Order dated 12-09-2024 and 23-10-2024 in OA No. 955/2024 titled "President Municipal Committee Thathri Versus Union Territory of Jammu and Kashmir"**, the Report of the J&K Pollution Control Committee is submitted herewith.

It is therefore, requested that the Report may kindly be taken on record and placed before the Hon'ble NGT for consideration.

Yours faithfully,

Encl:- As Above


(Ghansham Singh) JKAS 23.11.24
Member Secretary
J&K PCC

Copy to the:-

- 1) Sh. G.M Kawoosa, Government Standing Counsel for UT of Jammu and Kashmir, New Delhi for information and necessary action.

1329
Before the Hon'ble National Green Tribunal
Principal Bench, New Delhi

Original Application No. 955 of 2024

IN THE MATTER OF

“President Municipal Committee
Thathri Versus Union Territory of
Jammu and Kashmir.”

Report on behalf of Jammu and Kashmir Pollution Control Committee in pursuant to Hon'ble National Green Tribunal, Order dated 12-09-2024 and 23-10-2024 in OA No. 955/2024 titled President Municipal Committee Thathri Versus Union Territory of Jammu and Kashmir.”

Background:

That the Hon'ble National Green Tribunal vide Order dated 12-09-2024 and 23-10-2024 in OA No. 955 of 2024 directed as under:-

Hon'ble NGT Order dated 23-10-2024:

8. “A reply on behalf of respondent 5- M/s Megha Engineering and Infrastructure Ltd has been filed but it nowhere show that muck is being disposed in compliance of Construction and Demolition Waste Rules, 2016. Further, photographs appended to reply shows clearly that the muck is being discharged in river directly and this is a gross violation of environmental laws. Hence, prima facie we are satisfied that here is a case where gross violation of environmental laws is virtually evident from own reply of respondent 5 and further execution of project should be stopped. However before taking such a stringent action, we find it appropriate, and as also requested by learned counsel appearing for respondent 5, to have an additional reply placing its stand in respect of compliance to statutory rules in regard to disposal of muck”.

Report of J&K Pollution Control Committee:

In compliance to the aforesaid directions of Hon'ble NGT, all the following members of the joint committee constituted by the Hon'ble NGT, visited the site of the project located on Batote-Kishtwar Highway at Drabshalla, District Kishtwar on 14-10-2024:

1. Sh. Rajesh Kumar Shavan, JKAS, District Commissioner, Kishtwar.
2. Sh. Ghansham Singh, JKAS, Member Secretary, J&K Pollution Control Committee.
3. Dr. Narender Sharma, Scientist 'F'/Director, Central Pollution Control Board, Regional Directorate, Chandigarh.
4. Sh. Khurshid Alam Khan, Scientist C, Sub-Office Jammu, Integrated Regional Officer, Ministry of Environment, Forest and Climate Change, Jammu.

Besides, the members of the joint committee, Tehsildar Kishtwar, Divisional PCC Kishtwar and officers of NHPC, Rattle Hydro Electric Project and representatives of *M/s Megha Engineering and Infrastructure Ltd*, also accompanied the joint committee during the site inspection.

The Joint Committee inspected the dam site and all three designated muck dumping sites outlined in the Environmental Management/Muck Management Plan. The Joint Committee captured photographs during site inspection for inclusion in the factual report.

The Joint Committee after interaction with the concerned officers of the NHPC, Rattle Hydro Electric Project Limited sought following details from *M/s Rattle Hydroelectric Power Corporation Limited (RHPCL)*, *M/s Megha Engineering and Infrastructure Ltd (MEIL)*, Sub Office, MoEF&CC,

Jammu, Divisional Officer, Kishtwar, J&K and Tehsildar, Kishtwar, J&K and M/s Megha Engineering and Infrastructure Ltd (MEIL):

- i. Muck Management Plan of the Rattle Hydroelectric Power Project, Kishtwar.
- ii. Copy of Environmental Management Plan submitted by the project proponent for obtaining Environmental Clearance.
- iii. Copy of half-yearly compliance report submitted by the project proponent to MoEF&CC regarding compliance of the conditions of Environmental Clearance.
- iv. Copy of report of verification conducted by MoEF&CC regarding the compliance of the conditions of Environmental Clearance.
- v. Copy of Consent to Establish (CTE) granted by J&K PCC and violation reported in the past by the Divisional Officer, Kishtwar, J&K PCC along with action taken report.
- vi. Details of land allotted by Revenue Department, Kishtwar to project proponent for muck dumping, as mentioned in the letter petition.
- vii. Status of muck generation and disposal as of October 14, 2024.

The Joint Committee examined and considered the following documents to analyse the facts and arrive at a conclusion for preparing a factual report, for submission to the Hon'ble National Green Tribunal :

- i. Environmental Clearance granted to M/s Rattle HEP (850MW) Project in Kishtwar District of Jammu & Kashmir to M/s GVK Rattle Hydro Electric Project Pvt. Ltd. by MoEF&CC vide No. J-12011/39/2010-IA-1 dated 12-12-2012 . The above environmental clearance was later on was transferred in the name of M/s Rattle Hydro Electric Power Corporation by MoEF&CC vide No. J-12011/39/2010-IA.1 dated 27-09-2021.

- ii. Muck Management/Disposal Plan (MMP), submitted by the Project Proponent for obtaining Environmental Clearance (EC) from MoEF&CC.
- iii. Environment Management Plan (EMP) submitted by the Project Proponent for obtaining Environmental Clearance (EC) from MoEF&CC.
- iv. Half yearly reports of compliance of the conditions of Environmental Clearance (EC) submitted by the Project Proponent for the period October 2022 to March 2023, April 2023 to September 2023, October 2023 to March 2024 and October 2024.
- v. Compliance verification report of MoEF&CC dated 16-08-2024 w.r.t conditions of Environmental Clearance granted to the Project Proponent.
- vi. Show Cause Notice issued by the MoEF&CC to the Project Proponent for the non-compliances observed during compliance verification inspection vide No. IA-J-11014/257/2024/IA-1/ dated 22-10-2024 .
- vii. Letters issued to M/s Megha Engineering and Infrastructure Limited by M/s Ratle Hydroelectric Power Corporation Limited dated 27-09-2022, 07-11-2022 and 26-07-2024 for compliance of provisions relating to ecological balance-regarding disposal of muck at only designated sites.
- viii. Directions of the J&K PCC, Jammu vide No. PCC/RDJ/ GGC-20/2023/3026-29dated 18-12-2023 to the General Manager M/s Megga Engineer and Infrastructure Ltd for pressing into service additional water tanker to ensure pollution level under control to kept pollution under control and removal of the dumped muck near the river as also

submission of quarterly SMR of air quality, water quality and noise pollution.

- ix. Legal notice issued by the J&K, PCC to CEO M/s Rattle Engineering and Infrastructure Ltd. Kishtwar vide No. PCC/RDJ/GGC-20/N-1/2023/1516-18 dated 07-10-2023 for proper management of retention of muck and installation of latest technology of anti-pollution suppression of high pressure mechanical nozzle machines at 3 to 4 locations on the dust emitting points.
- x. Legal notice issued by the J&K PCC to CEO M/s Rattle Engineering and Infrastructure Ltd. Kishtwar vide No. PCC/RDJ/GGC-20/N-1/2024/1104-1109 dated 26-09-2024 to prevent muck dumping near TRT on the right bank (downstream going into river Chenab in violation of environmental laws.
- xi. Details of the muck generated/utilized in Rattle HE Project till 31-10-2024.

The Joint Committee has submitted a detailed report to the Hon'ble National Green Tribunal through the CPCB, New Delhi being the Co-ordinating agency in terms of the Hon'ble NGT order.

Action Taken by the J&K PCC:

1. Regional Director PCC, Jammu vide No. PCC/RDJ/ GGC-20/2023/3026-29 dated 18-12-2023 directed the General Manager M/s Megha Engineering and Infrastructure Ltd for pressing into service additional water tanker to ensure pollution level under control.



- i. to ensure that Air Monitoring Stations are established at Construction site/dam site power house area for maintaining the vital parameters.
 - ii. Removal of the dumped muck near the river.
 - iii. Submission of quarterly SMR of air quality, water quality and noise pollution (**copy enclosed as Annexure 1**)
2. Regional Director, PCC Jammu issued legal notice to CEO M/s Rattle Engineering and Infrastructure Ltd. Kishtwar vide No. PCC/RDJ/GGC-20/N-1/2023/1516-18 dated 07-10-2023 for proper management of retention of muck and installation of latest technology of anti-pollution suppression of high pressure mechanical nozzle machines at 3 to 4 locations on the dust emitting points. (**Copy enclosed as Annexure 2**).
 3. Regional Director, PCC, Jammu issued legal notice to CEO M/s Rattle Engineering and Infrastructure Ltd. Kishtwar vide No. PCC/RDJ/GGC-20/N-1/2023/3244-46 dated 29-02-2024 for dumping of muck generated from the various constructions activities of the project into the catchment area of Chenab river and ensuring operation of 2 no.s of stone crushers with adequate PCDs/PCMs and 3 DG set with proper stack and consent . (**Copy enclosed as Annexure 3**).
 4. Regional Director, PCC, Jammu issued legal notice to CEO M/s Rattle Engineering and Infrastructure Ltd. Kishtwar vide No. PCC/RDJ/GGC-20/N-1/2024/1104-1109 dated 26-09-2024 to prevent muck dumping near TRT on the right bank (downstream going into river Chenab in violation of environmental laws. (**Copy enclosed as Annexure 4**)

5. The J&K PCC constituted a committee of officers of J&K PCC for conducting ground assessment of dust pollution and noise pollution caused in Tehsil Drabshalla, District Kishtwar as a result of blasting and other construction activities carried out by M/s Megha Engineering and Infrastructure Ltd in Rattle Hydro Electric Project vide order No. JKPCC/PS/MS/2024/3411-3416 dated 20-06-2024 and the Joint committee submitted its report vide No. PCC/DO/K/24/74-75 dated 10-08-2024 **(Copy enclosed as Annexure 5).**
6. Pursuant to the aforesaid report and recommendations of joint committee, a show cause notice for violation of environmental (Protection) Act 1986, by the MEIL was issued to the Chief Executive Officer, Megga Engineering and Infrastructure Limited to show cause within 15 days as to why legal action as warranted under Environment (Protection) Act 1986 should not be taken against the company vide No. PCC/LSJ/7565667/2024/2581-2585 dated 14-11-2024 **.(Copy enclosed as Annexure 6).**
7. Taking cognizance of the report of joint committee constituted by the Hon'ble NGT and J&K PCC, a 3 members committee has been constituted for assessing and computing environmental compensation leviable after ascertaining the period and quantum of violations and furnish report within 15 days vide order No. JKPCC/PS/MS/24/4034-37 dated 23-11-2024. **(Copy enclosed as Annexure 7).**

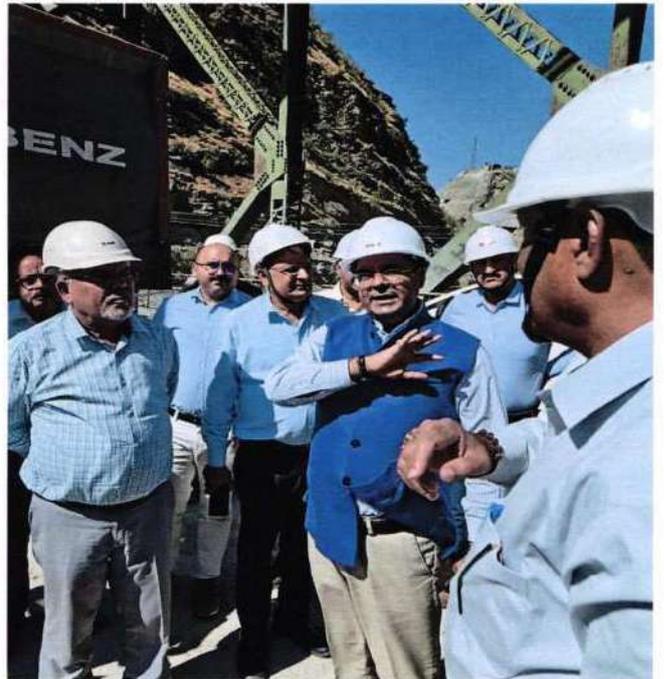
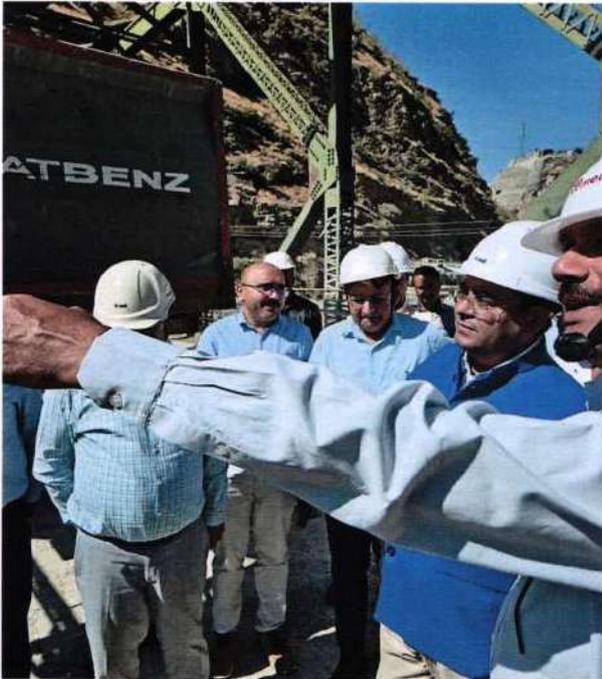
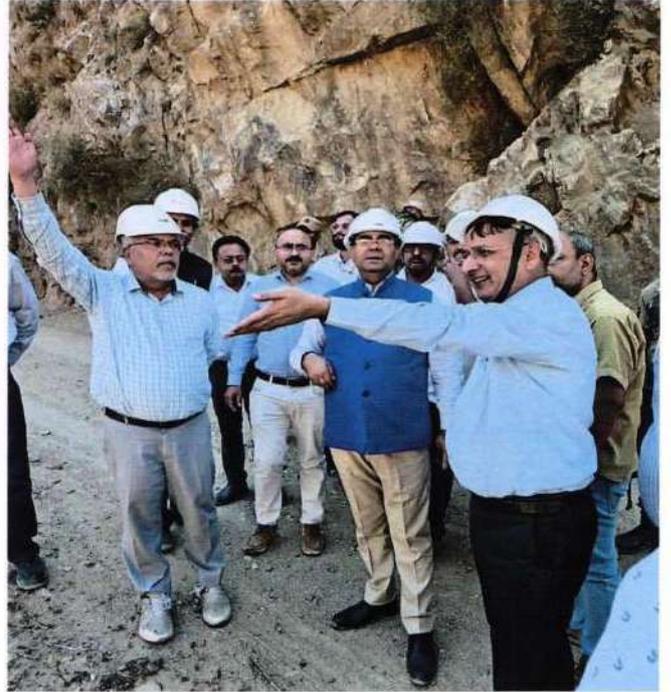
Based upon the reports about the assessment and computation of environmental compensation and recommendations by the joint committee. Further necessary action in terms of environmental protection laws will be taken against the defaulting agencies in a time bound manner.

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Prayer:

In the premises, it is therefore respectfully prayed that the report may kindly be taken on record before the Hon'ble National Green Tribunal for consideration.


(Ghansham Singh) 23.11.24
Member Secretary
J&K PCC







J&K POLLUTION CONTROL COMMITTEE
OFFICE OF THE REGIONAL DIRECTOR - JAMMU
 Parivesh Bhawan, Forest Complex Gladni, Transport Nagar, Narwal, Jammu
 regionaldirectorjkspcbmu@gmail.com, Tel/fax 0191-2476926
www.jkspcb.nic.in

Chief General Manager,
 M/s Megha Engineering & Infrastructures Ltd.
 Drabshalla, Kishtwar.

No: PCC/RDJ/GGC-20/2023/ 3026-29

Dated: 18/12/2023

Sub: Complaint regarding Pollution being caused by Rattle Hydroelectric Project and M/s Megha Engineering & Infrastructures Limited Drabshalla, Kishtwar.

Ref: (i) Notice-I No. PCC/RDJ/GGC-20/N-I/2023/1516-18 dt: 07/10/2023

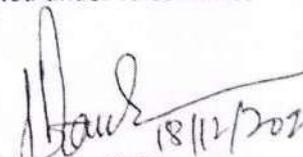
(ii) Rattle Hydroelectric Power Corporation Limited letter No. RATLE/GM(C)/2023/E-42 dt: 20/10/2023

(iii) Megha Engineering & Infrastructure Limited letter No. MEIC/D/23/11/115 dt: 20/10/2023.

The reply submitted by you in response to the legal Notice served vide above reference has been examined in light of inputs obtained from field functionaries and documents/photographs, following observation have been noticed which are required to be rectified and complied with in light of Environmental laws and EC conditions:

1. Only 02 Nos of water tankers have been deployed on ground for water sprinkling to arrest dust emission, some additional water tankers are required to ensure pollution is under control.
2. The project authorities to ensure that Air monitoring stations are established at construction site/Dam site Power house area. You may opt for CAAQM (Continuous Ambient Air Quality Monitoring) for maintaining the vital parameters.
3. The dumped muck near water body has not been removed as yet despite directions from this end. The muck thrown into the river hinder the water flow and affects the aquatic flora and fauna.
4. Quarterly Self-Monitoring Reports (SMRs) of Air Quality, Water Quality and Noise Pollution are required to be submitted to this office to know the quality of Air, Water and Noise Levels.

In view of the above, you are, as such directed to comply with the directions and submit compliance report to this office by 15/01/2024 failing which action warranted under rules will be initiated in the matter.


 (Sat Paul), IFS
 Regional Director

Copy to:

1. The Member Secretary, J&K PCC for information.
2. Chief Executive Officer, Rattle Hydro electric Project, Shalimar, Kishtwar for information and necessary action. This has reference to your letter under reference (ii).
3. Divisional Officer, PCC Kishtwar for information and necessary action.

Annex-2

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J&K POLLUTION CONTROL COMMITTEE
OFFICE OF THE REGIONAL DIRECTOR - JAMMU

Environment Pollution Control and Public Health Department, Jammu
Email: jkpollutioncontrol@jkspcmc.com, jkpcmc@gmail.com, Tel: Fax 0191 216926
www.jkspcm.com

PCC

Notice-I

1. Chief Executive Officer,
Rattle Hydro Electric Project,
Shalimar, Kishtwar.
2. Chief General Manager,
M/s Megha Engineering & Infrastructures Ltd.,
Drabshalla, Kishtwar.

No.:PCC/RDJ/GGC-20/N-1/2023/ 1516-18

Dated: 07/10/2023

Legal Notice

Whereas, no activity can be carried out, which has the potential to create pollution, without the consent of the Committee as envisaged under section 25/26 and section 21 of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981, respectively.

Whereas, every activity is also under statutory obligation to meet the prescribed standards of emissions / effluents by installing requisite pollution control devices.

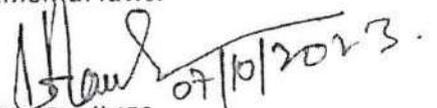
Whereas, on recent inspection of the site conducted by Divisional Officer, PCC Kishtwar it has been observed that while undertaking the stripping of earthwork on the Rattle Hydro Electric Project on the left and right banks of river Chenab, the retention of muck is not being managed, which causes a lot of dust emission due to the vertical fallout of the muck.

Whereas, you have been directed to install latest technology of anti-pollution suppression of high pressure mechanical nozzle machines at three to four locations and also on other dust emitting points necessary to suppress the dust being emitted during stripping of hard rock and spilling of muck on both banks of river Chenab.

Whereas, you have also been directed to install Ambient Air Quality Monitoring System (3 No.) as per EC requirement.

Whereas, carrying out the activity with this status is a flagrant violation of the above mentioned laws and is also punishable under Section 15 of Environment Protection Act 1986 which states whosoever fails to comply with or contravenes any of the provisions of this Act or the rules made or order or directions issued there under, shall be punishable with imprisonment for up to five years or with fine up to one lakh Rupees or with both.

Therefore, you are directed to show cause within 15 days from its issuance as to why legal action should not be initiated on account of violation of environmental laws.


(Sat Paul) IFS
Regional Director

Copy to:

1. The Member Secretary, J&KPCC Jammu for kind information.
2. Divisional Officer, PCC Kishtwar for information and n/action.
3. Record file.



PCC

J&K POLLUTION CONTROL COMMITTEE
OFFICE OF THE REGIONAL DIRECTOR - JAMMU

Parivesh Bhawan, Forest Complex Gladni, Transport Nagar, Narwal, Jammu
 Email: regionaldirectorjkspcbjmu@gmail.com, Tel/fax 0191-2476926

www.jkspcb.nic.in

1. Chief Executive Officer,
Rattle Hydro Electric Project,
Shalimar Kishtwar.
2. Chief General Manager,
M/s Megha Engineering & Infrastructures Ltd.,
Drabshalla, Kishtwar.

Notice-II

No.: PCC/RDJ/GGC-20/N-II/ 3249-46

Dated: 29/02/2024

Ref: PCC/RDJ/GGC-20/N-I/2023/1516-18 dt: 07/10/2023

Legal Notice

Whereas, you have already been served with the above referred notice.

Whereas, no activity/project having pollution potential can be established or run without the consent of this Committee as envisaged under section 25/26 and section 21 of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981, respectively.

Whereas, every Project is also under statutory obligation to meet the prescribed standards of emissions/effluents by installing requisite pollution control devices/measures.

Whereas, after recent inspection carried out by Divisional Officer, PCC Kishtwar reported vide No: PCC/Div/Kishtwar/2024/246 dt: 19/02/2024 that your company Megha Engineering & Infrastructure Ltd. Drabshalla involved in the construction of Rattle Hydro Electric Project, Shalimar Kishtwar is illegally dumping muck generated from various constructions activities of the project into the catchment area of the Chenab River and solid & liquid waste from residential quarters of the employees/labourers is being discharged into river.

Whereas, Divisional Officer has also reported that you are operating various machinery without mandatory Consent/Pollution Control Measures (PCMS) viz. :

1. Two numbers of Batch Mixing Plants of the capacity of 240 cum. Is operating without Consent.
2. Two numbers of Stone Crushers are operating without mandatory Pollution Control Devices (PCDs) and Pollution Control Measures (PCMs) as per conditions laid down in the consent orders.
3. Two numbers of D.G. Sets of 500 KVA each and one D.G. St of the capacity of 1500 KVA is operating without proper stack and consent.

Whereas, this status is a flagrant violation of the above-mentioned sections of the Air and Water Acts.

Therefore, you are directed to show cause within 15 days from its issuance as to why legal action should not be initiated against your project for the violation of various environmental laws.

E/C

(Shaveta Jandial), IFS
Regional Director

Copy to:

1. The Member Secretary, J&KPCC Jammu for kind information.
2. Divisional Officer, PCC Kishtwar for information and necessary action. This is in reference to his office letter no. PCC/Div/Kishtwar/2024/246 dt: 29/02/2024.
3. Record file.

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**Jammu and Kashmir Pollution Control Committee**

Parivesh Bhawan, Forest Complex Transport Nagar, Jammu, 180 006
regionaldirectorjkspcbjmu@gmail.com
0191-2476926

Chief General Manager,
M/s Megha Engineering & Infrastructures Ltd.,
Drabshalla, Kishtwar.

Notice-I

No: PCC/RDJ/GGC-20/2024/1104-1109

Dated: 26 /09/2024

Legal Notice

Whereas, no activity can be operated/run/carried out, having the potential to create pollution, without the consent of the J&K Pollution Control Committee as envisaged under section 25/26 and section 21 of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981, respectively.

Whereas, every such activity is also under statutory obligation to take necessary measures to avoid any such activity which may be detrimental to the Environment.

Whereas, Divisional Officer, PCC, Kishtwar has reported that muck dumping near TRT on the right bank (downstream) is going into the River Chenab in violation of environmental laws.

Whereas, this is flagrant violation of the prescribed Laws/Acts and is also punishable, thereunder and that whosoever fails to comply with or contravenes any of the provisions, shall be punishable with imprisonment with fine or both under relevant Environmental Laws.

Whereas, the J&K Pollution Control Committee accordingly proposes to initiate legal action against you for:

- 1) Carrying out the activity in violation of Environmental Laws/Acts.
- 2) Causing environmental pollution of air/water in the area especially affecting the ecology of river Chenab.

This notice is therefore, issued and served upon you to show cause within 10 days from its issuance as to why legal action is not taken against you for the violation of various environmental laws.


Regional Director
PCC, Jammu

Copy to:

1. The Chaiman, J&K PCC, Jammu for kind information.
2. The Member Secretary, J&K PCC, Jammu for kind information.
3. The Deputy Commissioner, Kishtwar for information.
4. Divisional Officer, PCC, Kishtwar for information and necessary action. He will submit status report of the unit after expiry of Notice period. This is in reference to his office letter no. **PCC/DO/K/24/84 dt:06/09/2024.**
5. Chief Executive Officer, Rattle Hydro Electric Project, Shalimar, Kishtwar.

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Jammu and Kashmir Pollution Control Committee

Parivesh Bhavan, Forest Complex || Silk Factory Road
Transport Nagar, Jammu, 180 006 || Rajbagh, Srinagar, 190 008

Tel - 0191-2476927; mail - membersecretaryjkspcb@gmail.com

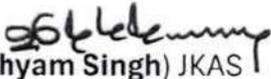
Subject:- Pollution caused by construction activities carried out by M/s MEIL in 850 MW Ratle HEP – Reg.

ORDER

A Committee comprising of following officers is hereby constituted for conducting ground assessment of dust pollution and noise pollution caused in Tehsil Drabshalla, District Kishtwar as a result of blasting and other construction activities carried out by M/s Megha Engineering and Infrastructure Ltd. (MEIL) in Ratle Hydro Electric Project. The Committee may also co-opt any other officer.

- 1) Sh. Mohan Lal Sneh, I/c Divisional Officer, PCC, Kishtwar.
- 2) Sh. Chander Singh Kotwal, I/c Divisional Officer, PCC, Ramban.

The Committee after conducting ground assessment shall furnish a report along with recommendations within a period of 15 days.


(Ghanshyam Singh) JKAS
Member Secretary 20-6-24
J&K PCC

No:- JKPCC/PS/MS/2024/ 3411-3416

Date:- 20-06-2024.

Copy to the:-

- i) Deputy Commissioner, Kishtwar.
- ii) Managing Director, JKSPDC, Jammu.
- iii) Regional Director, PCC, Jammu.
- iv) Additional Secretary to the government, Power Development Department, Civil Secretariat, Jammu / Srinagar.
- v) Sh. Mohan Lal Sneh, I/c Divisional Officer, PCC, Kishtwar.
- vi) Sh. Chander Singh Kotwal, I/c Divisional Officer, PCC, Ramban



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Government of Jammu and Kashmir
J&K POLLUTION CONTROL COMMITTEE
OFFICE OF THE DIVISIONAL OFFICER KISHTWAR
NEAR FOREST COMPLEX SARKOOT KISHTWAR
E-mail:- dopcckishtwar@gmail.com

The Member Secretary,
J&K Pollution Control Committee,
Jammu.

No: PCC/DO/K/24/74-75

Dated: 10/08/2024

Subject: Pollution caused by construction activities carried out by M/s MEIL in 850 MW Rattle HEP-
Reg.

Sir,

With reference to the committee constituted vide order no. JKPCC/PS/MS/2024/3411-3416 dated 20-06-2024 in this regard detail findings and recommendations of the committee are attached herewith, please.

Yours faithfully,

(Dr. Mohan Lal Snehi)
Divisional Officer
Pollution Control Committee
Kishtwar

Copy to:
The Regional Director J&K PCC Jammu for kind information please.

S (A) (ANI)

May Please Examine and
put up ^{on file} the PP vide
name to be put up
put to notice (Show Cause)
for violations pointed
out by the committee
26/8/24.



Report of Committee Constituted for assessment of Pollution caused by construction activities carried out by M/s MEIL in 850 MW Rattle HEP

The Rattle Hydroelectric Power project (850 MW) comes under Rattle Hydro Power Corporation Limited (RHPCL) and construction work is being done by the contractor Megha Engineering and Infrastructures Ltd (MEIL). The project includes construction of major dam of 135 m height and underground powerhouse. The contractor has been carrying out construction work of the project by drilling and blasting method for power house and dam abutment (both right and left bank) across Chenab River at Drabshalla. In order to verify the veracity of air and noise pollution as per public complaint detail verification of the dam site carried out and detail findings as:

1. The causes of air and noise pollution are open blasting carried in the construction of dam abutment which of temporary nature and will be ended once abutment ready for construction of dam.
2. Being construction area, most of approach roads are kaccha in nature and movement of vehicles and machineries of the project contractor leading to emission of dust area. However during inspection it was observed that due to fast wind blowing in the area contributing movement of dust in the project and Drashalla area.
3. It was also observed that widening of NH-244 in the Drabshalla Market cum Residential area by NHIDCL PMU-Kishtwar also attributing to dust emissions due to vehicular movement.
4. Geo-coordiante of various site of the Rattle Hydroelectric Project with reference to Drabshalla residential area and market:

S.No.	Name of construction Site of RHEP	Geo-coordinate	Name of Residential Cum Commercial area	Geo-coordinate
1.	Upstream Site	33.1839468, 75.8059696	Centre of the Market cum Residential Area	33.1802385, 75.807971
2.	Dam Abutment Site	33.1792805, 75.8060453		
3.	Power House Site	33.1731703, 758066031		

[Handwritten signatures]



Government of Jammu and Kashmir
J&K POLLUTION CONTROL COMMITTEE
OFFICE OF THE DIVISIONAL OFFICER KISHTWAR
NEAR FOREST COMPLEX SARKOOT, KISHTWAR
E-mail:- dopcckishtwar@gmail.com

5. Dam Abutment site where drilling and blasting operation is going on could be cause of air and noise pollution in the area being nearby to the Drabshalla Market cum Residential area.
6. There are six numbers of Blast Monitoring System (BMS)/Seismographs installed by the contractor (MEIL) at different locations.

The locations of these Seismographs/BMS stations are as below:

S.No	Name of BMS/Seismograph	Location
1	BVS -1	Left Bank Drabshalla, Near DDC house (Semi Residential/Inhabited Area)
2	BVS -2	Left Bank Near Haji Building, Drabshalla, (Residential/Inhabited/Commercial Area)
3	BVS -3	Left Bank Near Jamia Masjid Drabshalla, (Residential/Inhabited Area)
4	BVS -4	Left Bank Near Zubair House Drabshalla, (Residential/Inhabited Area)
5	BVS -5	Left Bank Near Govt. Middle School Drabshalla, (Semi Residential Area)
6	BVS -6	Right Bank village Lilleran Drabshalla, (Semi Residential Area)

Source: Name and locations of the BMS/Seismographs as provided by Megha Engineering and Infrastructures Ltd.

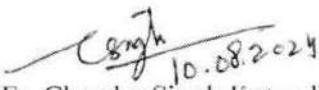
Recommendations for Environment and Public Safety:

- a. The Rattle Hydro Power Corporation Ltd. (RHPCL) and Megha Engineering and Infrastructure Ltd. (MEIL) must ensure installation of ambient air quality monitoring stations, two at construction sites (upstream and downstream) and one at residential area of the Drabshalla as per guidelines issued by the Central Pollution Control Board (CPCB) for monitoring of ambient air quality.

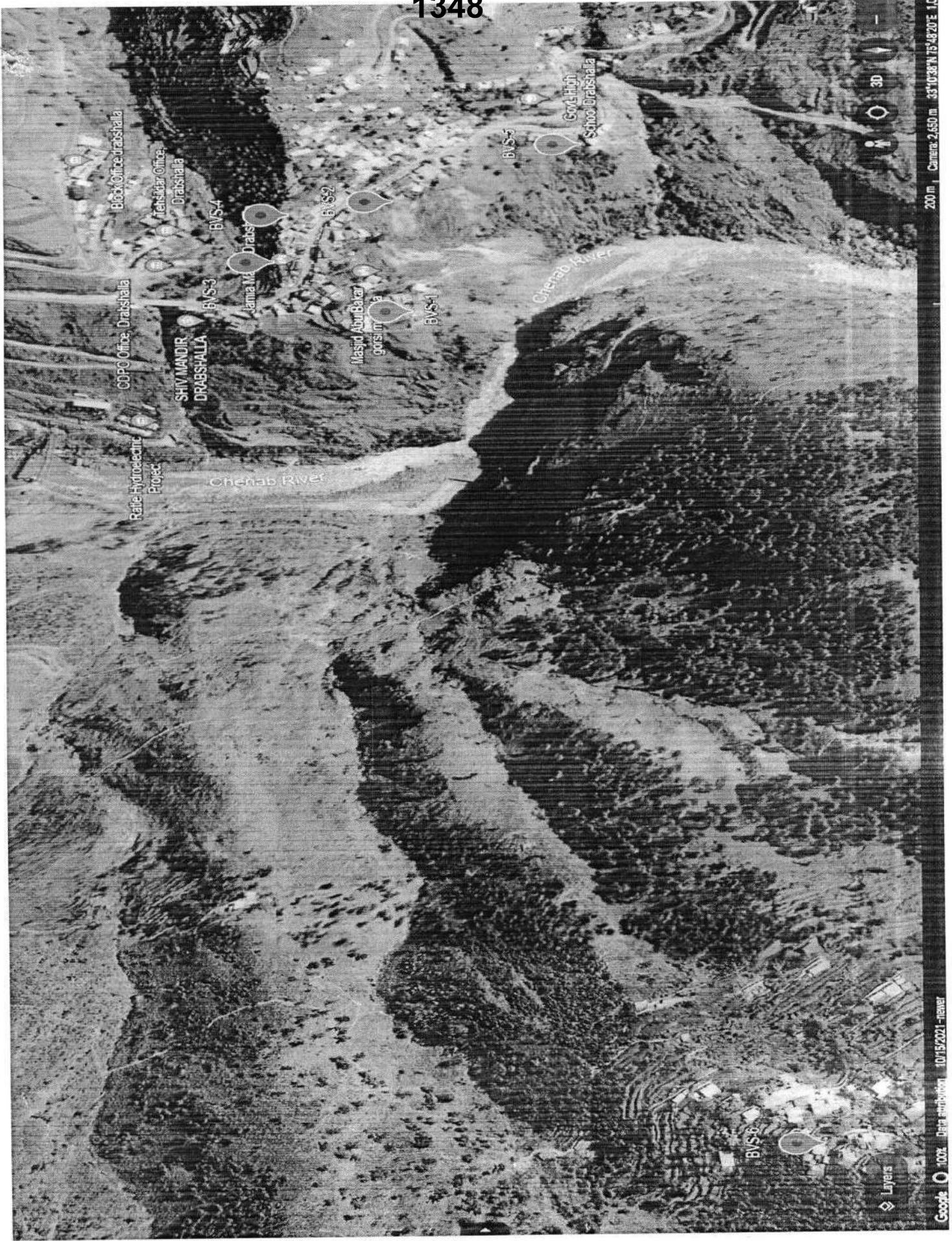


Government of Jammu and Kashmir
J&K POLLUTION CONTROL COMMITTEE
OFFICE OF THE DIVISIONAL OFFICER KISHTWAR
NEAR FOREST COMPLEX SARKOOT, KISHTWAR
E-mail:- dopcckishtwar@gmail.com

- b. All blasting operation to be carried out under supervision of the expert in the field of mining and blasting as per the guidelines of Director General of Mines Safety (DGMS) for ensuring less damage to the residential structures and human safety.
- c. The RHPCL and MEIL must ensure monitoring of the blast induced vibration through broadband seismometers to ensure real time monitoring of the data Peak Particle Velocity (PPV), Frequency and sound pressure in decibel (db) during blasting and non-blasting time to record blast induced frequencies and natural induced frequencies in the area.
- d. Based on data collected from different Blast Monitoring Stations (BMS/Seismographs) expert team from the Ratle Hydroelectric Power Corporation Limited (RHPCL) and Megha Engineering and Infrastructure Ltd. (MEIL) must prepare the safe charges loading for blasting operation especially at dam abutment to keep Peak Particle Velocity (PPV) below 5mm/Sec level in view safety of structure in the nearby areas of Drabshalla as per Director General of Mines Safety (DGMS Circular 1997). A minimum of 15 points of observations corresponding to a minimum of 10 blasts shall be made for better prediction with a high index of determination.
- e. The RHPCL and MEIL may install high resolution CCTV Cameras on the right bank which can cover blasting area and nearby residential areas of the Drabshalla for monitoring of fly rock/s and free flow of the dust particles.
- f. RHPCL and MEIL must ensure water sprinkling to suppress free flow of dust in to atmosphere during drilling, blasting operations, muck disposal and movement of the vehicles.
- g. The RHPCL must ensure implementation and compliance of EC conditions issued vide no.J-12011/39/2010-1A dated 12-12-2012 (Copy enclosed).


10.08.2024
(Er. Chander Singh Kotwal)
Divisional Officer
J&K Pollution Control Committee
Ramban


(Dr. Mohan Lal Snehi)
Divisional Officer
J&K Pollution Control Committee
Kishtwar



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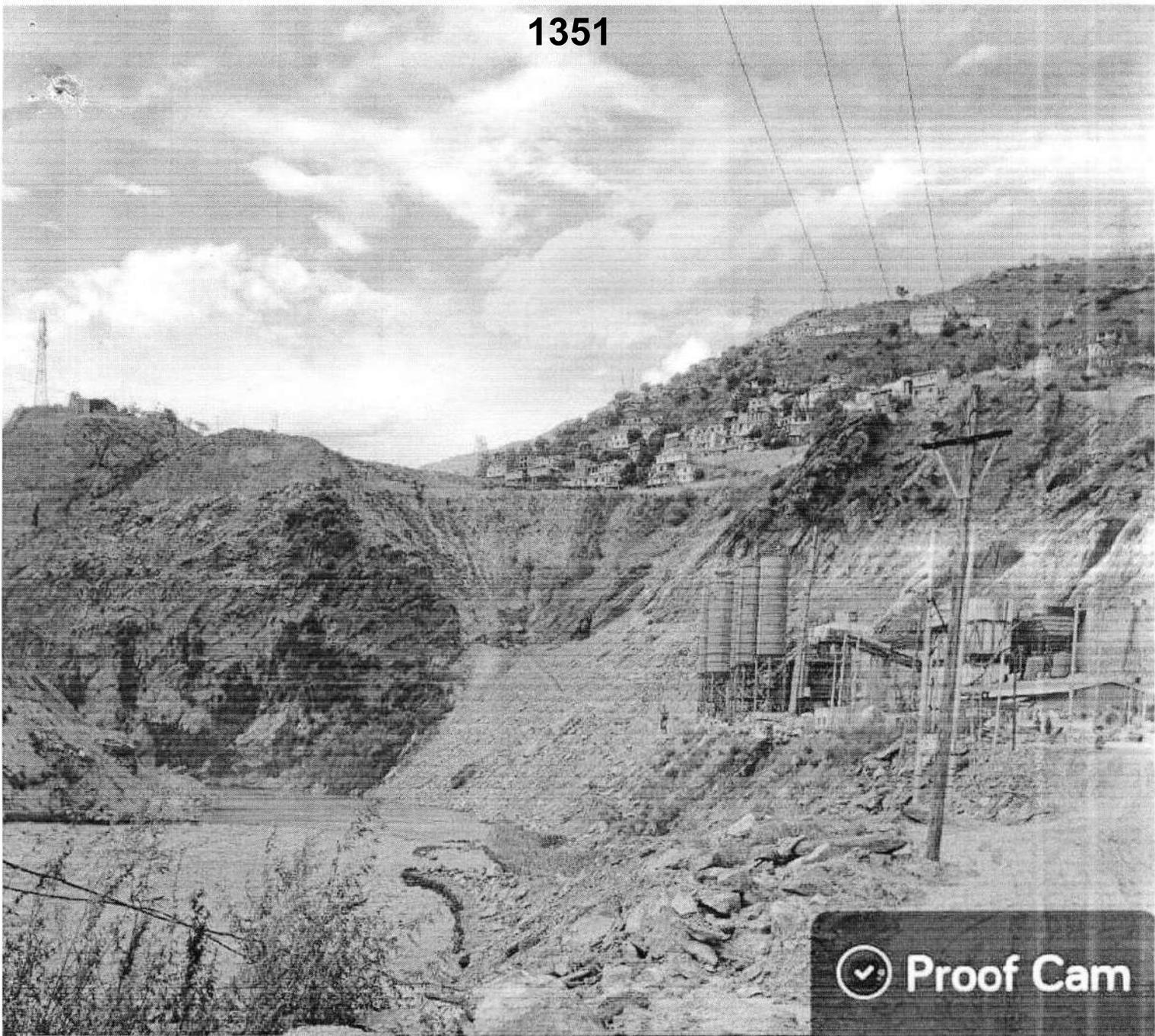
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1351



✓ Proof Cam

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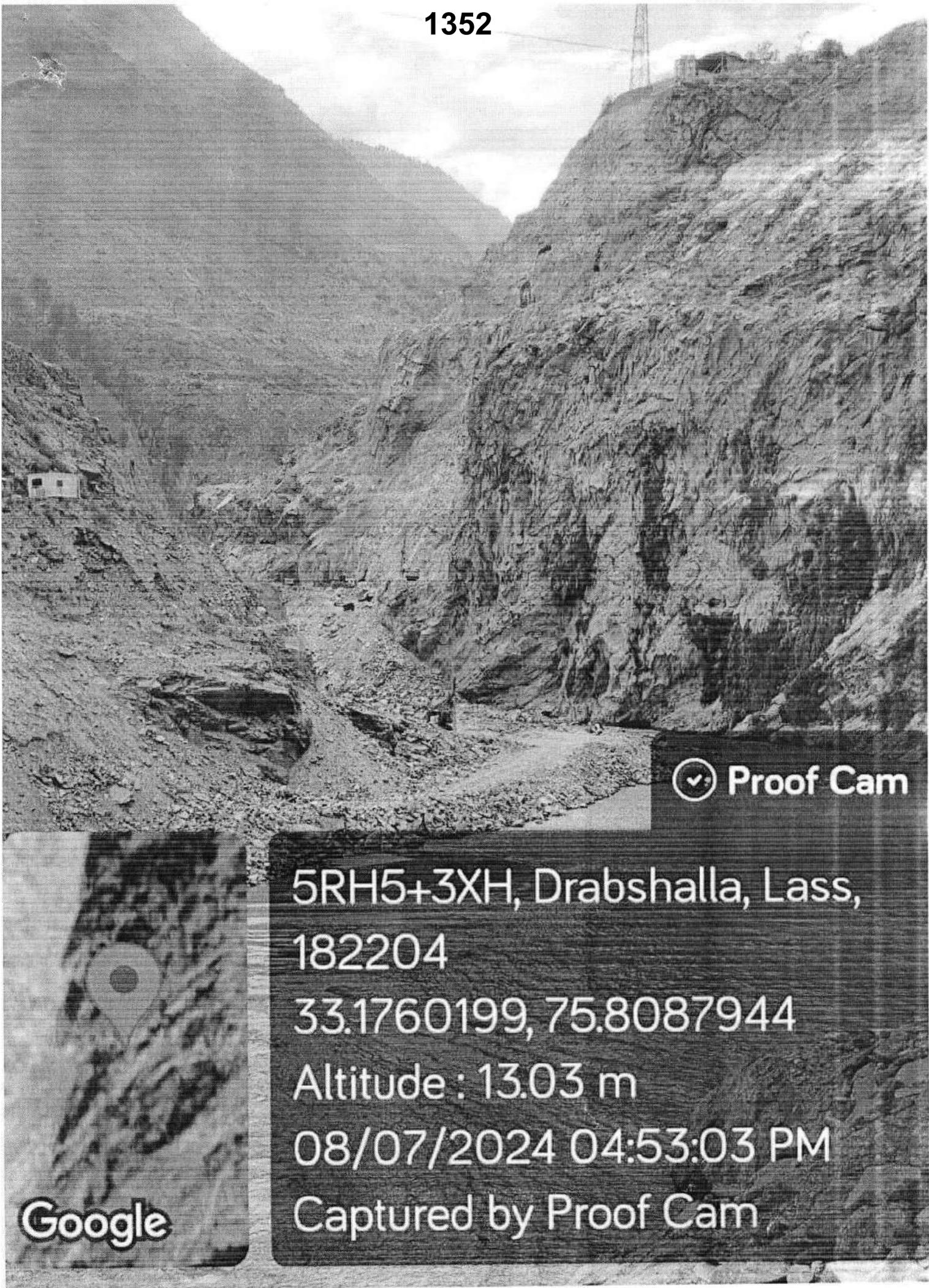
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New Thathri, Lass, 182201
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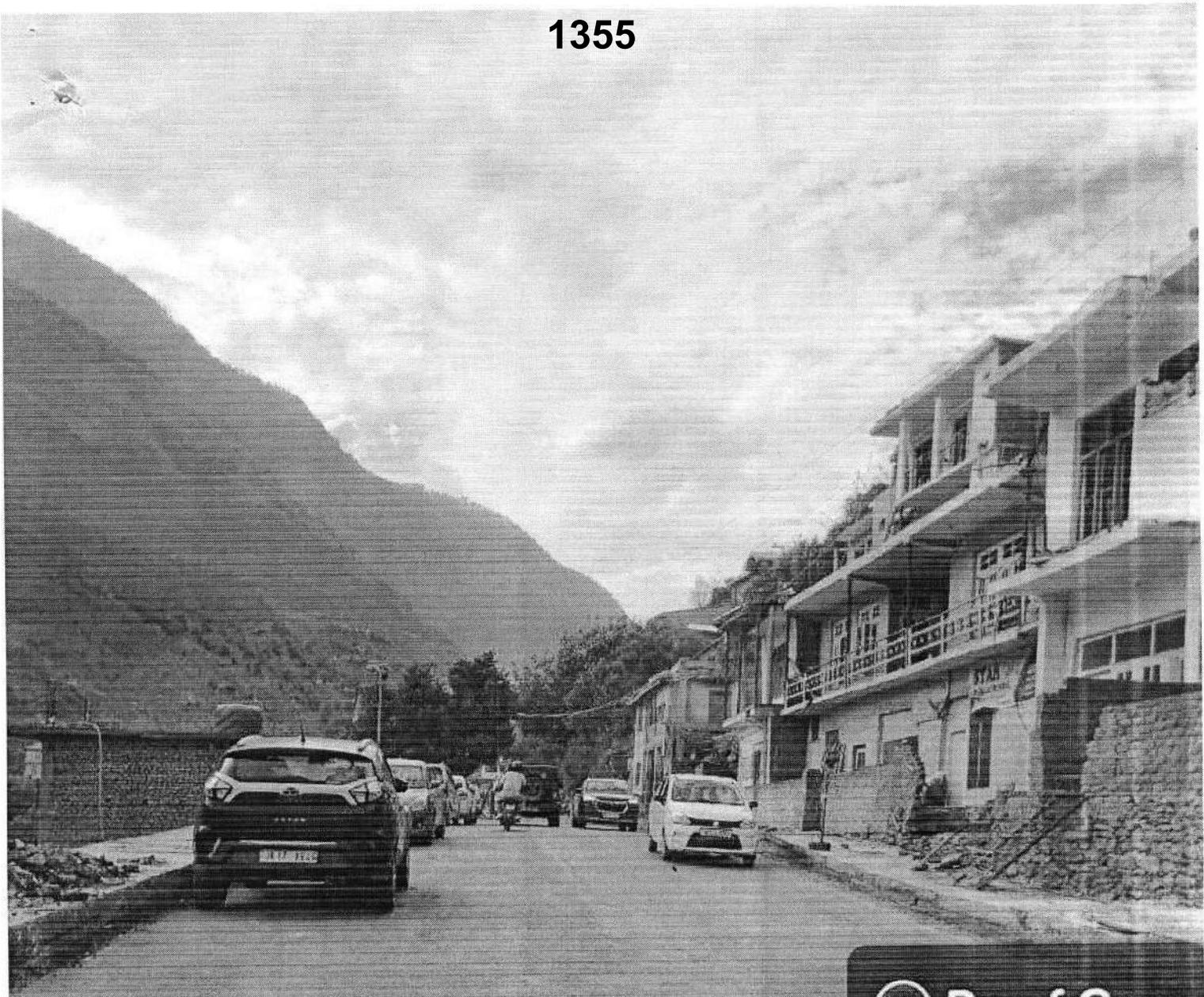
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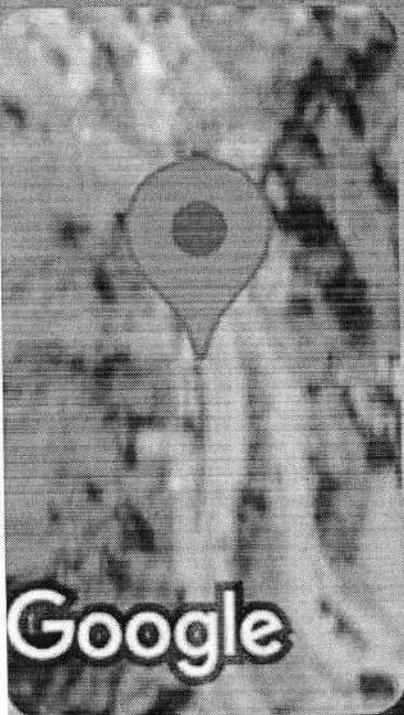
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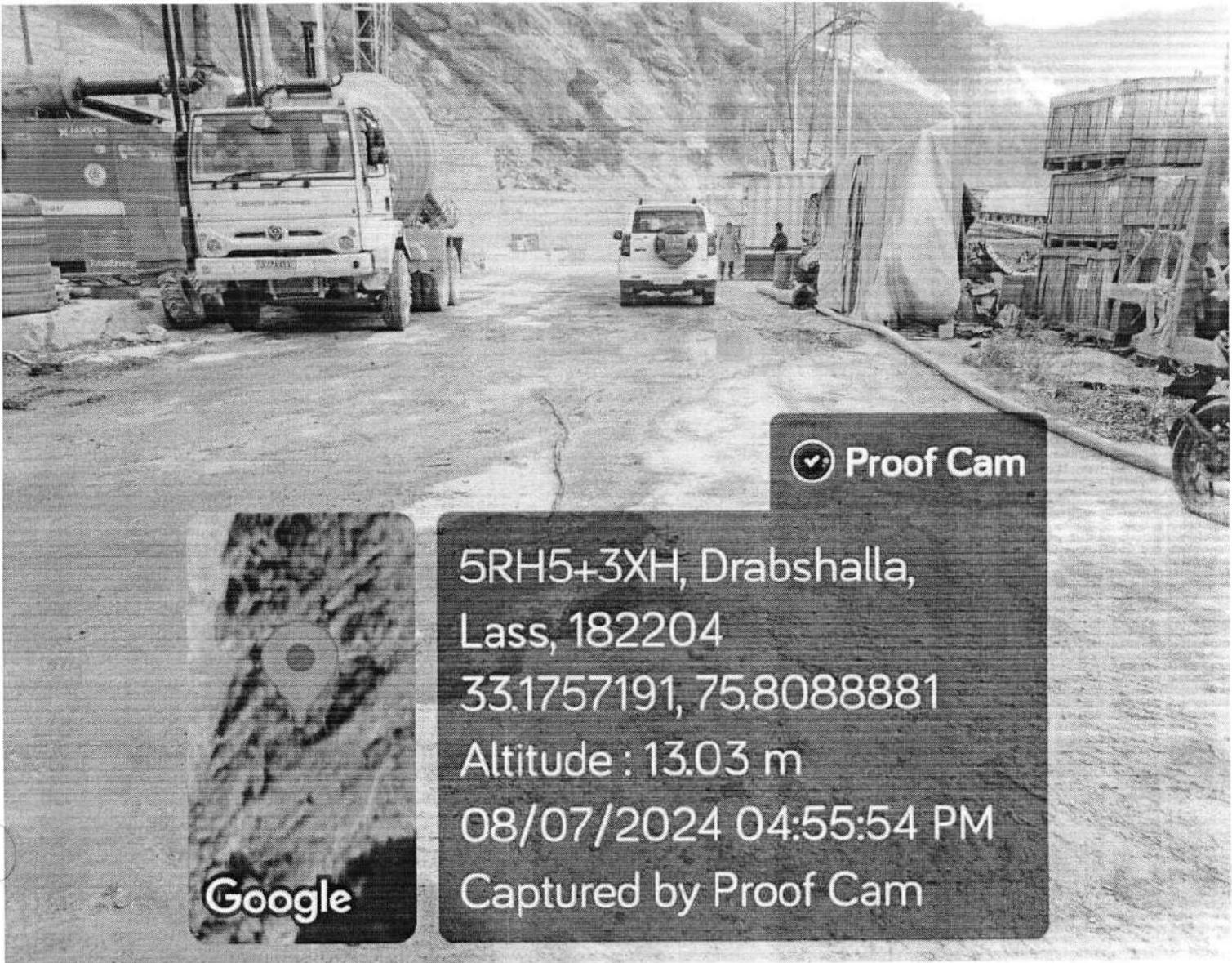
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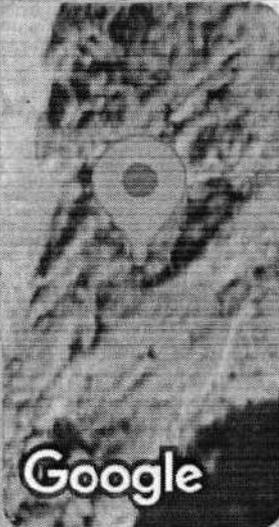
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Lass, 182204

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Altitude : 13.03 m

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F. No. J-12011/39/2010-IA.I
 Government of India
 Ministry of Environment, Forests & Climate Change
 (Impact Assessment Division)

Indira Paryavan Bhavan
 2nd Floor, Vayu Wing
 Aliganj, Jor Bagh Road
 New Delhi - 110 003

Dated: 27th September, 2021

To,

Shri Deepak Saigal
 The General Manager (Civil)
M/s Ratle Hydroelectric Power Corporation Limited,
 Room no. 8, Block no. 02, NHPC regional office,
 JDA Commercial Complex no. 01, Narwal
 Jammu - 249 0974 (Jammu and Kashmir)

Sub: Ratle Hydroelectric Project (850MW) located at Village Drabshala, District Kishtwar, Jammu & Kashmir - Transfer of Environment Clearance from M/s GVK Ratle Hydro Electric Project Pvt. Ltd. to M/s Ratle Hydroelectric Power Corporation Ltd. - reg.

Sir,

The undersigned is directed to refer your online application no. IA/JK/RIV/218510/2021 dated 3rd September, 2021 and documents submitted for transferring the Environmental Clearance (EC) dated 12th December, 2012 of Ratle Hydroelectric Project (850MW) located at Village Drabshala, District Kishtwar, Jammu & Kashmir from "M/s Ratle Hydroelectric Project Pvt. Ltd." to "M/s Ratle Hydroelectric Power Corporation Ltd."

2. It has been noted that the Environmental Clearance was granted to Ratle Hydroelectric Project (850MW) located at Village - Drabshala, District - Kishtwar, Jammu & Kashmir vide Ministry's letter dated 12th December, 2012 to M/s GVK Ratle Hydroelectric Project Pvt. Ltd.

3. Presently, it has been informed that the company ownership has been transferred from M/s GVK Ratle Hydro Electric Project to M/s Ratle Hydroelectric Power Corporation Ltd. (CIN: U40105JK2021GOI012380).

4. The documents as submitted by the applicant are listed as under:

- i. 'No Objection Certificate' submitted by Jammu and Kashmir State Power Development Corporation (JKSPDC).
- ii. Memorandum of Understanding (MoU) dated 3rd February, 2019 signed between Hon'ble Governor of Jammu & Kashmir State through Commissioner/ Secretary to Government, Jammu and Kashmir State Power Development Corporation Limited (JKSPDC) and NHPC on Non- Judicial Stamp.
- iii. Certificate of Incorporation dated 1st June 2021 signed by Asst. Registrar of Companies of M/s Ratle Hydroelectric Power Corporation Ltd.

- iv. Undertaking on non-judicial stamp vide certificate no. IN-JK21215012518114T dated 3rd September 2021 by M/s Ratle Hydroelectric Power Corporation Ltd. as stated below:

Ratle Hydroelectric Power Corporation Ltd. (RHPCL), a Joint Venture Company of NHPC and JKSPDC, undertakes to comply, w.e.f. 01.06.2021 (date of taking over of the company) to all conditions stipulated in the environment clearance letter of MoEF&CC no. J-12011/39/2010-IA.I dated 12th December, 2012 in favor of the previous owner.

5. The Ministry has examined the application. In view of the above, the Ministry hereby accords approval for grant of Transfer of Environmental Clearance transfer as proposed from "M/s GVK Ratle Hydroelectric Project Pvt. Ltd." to "M/s Ratle Hydroelectric Power Corporation Ltd." subject to following additional conditions:

- (i) Any change in scope of work will attract the provisions of the Environment (Protection) Act, 1986 and Environmental Impact Assessment Notification, 2006 in conjunction with the subsequent amendments/ circulars.
- (ii) All conditions stipulated in the EC letter No. J-12011/39/2010-IA.I dated 12th December, 2012 shall remain unchanged.
- (iii) The project proponent shall be liable, if any, for any act of violation of the EP Act, 1986/ EIA Notification 2006/ subsequent amendments and circulars which it has inherited during the transfer.
- (iv) The project proponent shall be liable for compliance of all court directions, if any.

6. The name of the addressee with respect to above mentioned project in the Environmental Clearance dated 12th December, 2012 shall be substituted by the following:

M/s Ratle Hydroelectric Power Corporation Limited,
Room no. 8, Block no. 02, NHPC regional office,
JDA Commercial Complex no. 01, Narwal
Jammu - 249 0974
Jammu and Kashmir

7. This issues with the approval of the Competent Authority.

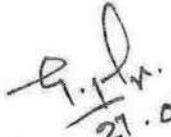
Yours faithfully,

Y.P.S.
27.09.2021
(Yogendra Pal Singh)
Scientist 'E'

Copy to:

1. The Secretary, Ministry of Power, Shram Shakti, Bhawan, Rafi Marg, New Delhi-1.
2. The Secretary, Ministry of Jal Shakti, Shram Shakti Bhawan, Rafi Marg, New Delhi -3.
3. The Chief Engineer, Project Appraisal Directorate, Central Electricity Authority, Sewa Bhawan, R.K. Puram, New Delhi- 110 066.

4. The Secretary, Department of Power, Government of Jammu and Kashmir, Civil Secretariat, Jammu, Jammu & Kashmir.
5. The Secretary, Department of Forest, Environment & Wildlife Management, Government of Jammu and Kashmir, Civil Secretariat, Jammu, Jammu & Kashmir.
6. The DDG of Forests (Central), Ministry of Environment, Forest & Climate Change, Regional Office (NZ), Bays No. 24-25, Sector 31 A, Dakshin Marg, Chandigarh - 160030.
7. The Member Secretary, Jammu and Kashmir State Pollution Control Board, Parivesh Bhawan, Forest Complex, Gladni, Narwal, transport Nagar, Jammu, Jammu and Kashmir - 180 004.
8. NIC Cell - for uploading in MoEFCC's website.
9. Guard File.


21.09.2021
(Yogendra Pal Singh)
Scientist 'E'

J-12011/39/2010-IA-1
 Ministry of Environment & Forests
 Government of India
 (IA Division)

Paryavaran Bhawan
 CGO Complex, Lodhi Road,
 New Delhi-110003

Dated 12, December, 2012

To,

The Director (Design & Engineering)
 M/s Ratle Hydro Electric Project Pvt. Ltd.
 GVK Technical & Consultancy Services Pvt. Ltd.,
 2nd Floor, Tower-C Building No.10
 DLF Cyber City, Phase-II,
 Gurgaon- 122 002, Haryana.

Subject: Ratle HEP (850MW) Project in Kishtwal District of Jammu & Kashmir by M/s Ratle Hydro Electric Project Pvt. Ltd. - for Environmental Clearance Regarding.

Sir,

This has reference to your letter no. Nil Dt.17.5.2012 on the above mentioned subject.

2. It is noted that the proposed project is a run of the river scheme near village Drabshala in Kishtwar District of Jammu & Kashmir. The project envisages construction of a Concrete Gravity Dam of 133m high concrete gravity dam from the deepest foundation level across Chenab River near Drabshal Village to generate 850 MW of hydropower. The catchment area of the project is 14,209 Sq.km. Total land requirement is 567.21 ha. Out of which 373.29 ha State land, 55 ha is Private land and 138.93 ha is forest land. Total land coming under submergence is 203 ha. A total 240 families are likely to be affected due to this project. An underground powerhouse is proposed on the right bank of the river with 4 units of 205 MW each + one additional unit of 30 MW to ensure continuous ecological release at the downstream. No National Park/wildlife Sanctuary/Biosphere Reserve/Historical Monuments/Religious, places etc. exists within 10 km radius of the project. The estimated cost of the project is Rs.5353.82 Crores out of which 262.35 Crores will be for Environmental Management Plan (EMP) and will be constructed will be completed in 60 months.

3. The Project proposal was considered by the Expert Appraisal Committee (EAC) for River Valley & Hydroelectric Power Projects in its 59th meeting held on 20th -20st July 2012. Public Hearing for the project was conducted on 7.4.2012 at Drabshala in Kishtwar District of Jammu & Kashmir. Forest Clearance for diversion of 138.93 ha of forest land has been approved by Govt. of Jammu & Kashmir on 27.4.2012.

4. The Expert Appraisal Committee (EAC), after due consideration of the relevant documents submitted by the project proponent and clarification furnished in response to its observation, have recommended for grant of Environmental Clearance for the project mentioned above. Accordingly, the Ministry of Environment and Forest hereby accords necessary Environmental Clearance for the above project as per the provisions of Environmental Impact Assessment Notification, 2006 and its subsequent amendment in 2009 subject to compliance of the following conditions:

Part A : Specific Conditions

(i) The Catchment Area Treatment (CAT) Plan as proposed in the EIA/EMP Report shall be undertaken in consultation with the State Forest Department and major work shall be completed before impounding of reservoir.

Item	I Year	II Year	III Year	IV Year	Total

Biological Measures					
Afforestation (ha)	2243	1747	923	-	4913
Enrichment Plantation (ha)	-	112	79	-	191
Pasture Development	-	376	195	-	591
Nursery Development (Nos)	3	-	-	-	3
Watch & ward (Nos)	240	240	240	240	960
Engineering Measures					
Contour Bunding (ha)	434	409	324	171	1338
Check Dams (NOs)	50	25	30	20	125

- (ii) All the commitments made during the public hearing shall be fulfilled completely.
- (iii) The details of land holding of project affected persons whose land is being acquired shall be submitted to this ministry. The R&R benefits for the land losing households will be as per the National Rehabilitation and Resettlement Policy, 2007 (NRRP,2007) or as per the State Rehabilitation and Resettlement Policy, whichever is higher. Adequate publicity of the compensation package shall be made in the affected villages.
- (iv) A Monitoring Committee for R&R shall be constituted which must include representatives of project affected persons from SC/ST category and a women beneficiary.
- (v) Consolidation and compilation of muck shall be carried- out only in the designated muck dumping sites as submitted in the EIA/EMP report. As per the proposed muck disposal plan, out of 24.4 lakh m³ of muck to be generated due to excavation, about 50% (i.e.12.2 lakh m³) will be utilized for construction purpose and the remaining 12.2 lak m³ will be dumped at the 3 designated areas in an allocated area of 30.59 ha. The identified muck dumping sites shall be at-least 30m horizontally away from the edge of the river corresponding to high flood level (HFL).
- (vi) Muck dumping sites should be handed over to Forest Department only after restoration including plantations etc.
- (vii) A provision of an additional unit of 30 MW has been made in the project, which will be running for 24 hours continuously to maintain a minimum discharge of 33.43, cumecs/sec, during the lean season from November-February (About 27% of lean season) at the downstream, shall be strictly adhered-to. Monsoon flow shall be at least 30% of the Monsoon discharge.
- (viii) An Auto mechanism/by pass arrangement in dam design shall be made to ensure release of environmental flow water in event of the 30 MW turbine or when it is put under maintenance.
- (ix) Continuous Monitoring system for environmental flow measurement shall be installed and data shall be displayed at appropriate site for information of civil society, stake holders and regulators. Six monthly results shall be submitted to the regional Office of the Ministry and SPCB.
- (x) Real time telemetry and data acquisition system including all weather hydro metrological stations shall be installed for in-flow monitoring and advance flood warning. Advance flood warning and advance communication systems shall be installed in consultation with the downstream District Authorities.
- (xi) As proposed in the EMP, the compensatory Afforestation Programme on 277.84 ha of land with 13 plant species shall be undertaken in consultation with the State Forest Department. Native species should be preferred in plantation. The allocated grant of Rs.1467.59 lakhs for this purpose shall be fully utilized and not to be diverted for any other purpose.
- (xii) Greenbelt development along the approach roads, residential areas, office complex, dam site and other working areas shall be undertaken. The allocated budget of Rs.73 lakhs for this purpose shall be fully utilized and not to be diverted to any other purpose.
- (xiii) As proposed in the EMP, the Biodiversity Conservation and Wildlife Management Plans shall be taken up and implementation shall be included in the sixth monthly compliance report to be submitted to the Ministry, including its Regional Office.
- (xiv) Indigenous plant species should be used for implementation of Biodiversity Management Plan and for Compensatory Afforestation. Expertise from R&D centers may be used for propagation techniques. Provision should also be made to include researchers to implement these plans and carrying out plantation.

- (xv) Equipment likely to generate high noise levels shall meet the ambient noise standards as notified under the noise Pollution (Regulation and Control) Rules 2000, as amended in 2010 under Environment Protection Act (EPA), 1986. For this, necessary insulation arrangement etc. to be ensured.
- (xvi) A provision of Rs. 30 Crores earmarked towards the Local Area Development Activities (LADA) shall be fully utilized and not to be diverted for any other purpose. The implementation of activities as submitted to the Ministry shall be taken up as soon possible. In addition, a grant of Rs. 30 Crores earmarked for Corporate Social Responsibility (CSR) and Rs.30 Crores for skill development purpose shall also be duly utilized and not to be diverted for any other purpose.
- (xvii) LADA activities may be undertaken by M/s Ratle Hydro Electric Project Pvt. Ltd to enhance delivery mechanism for operational point of view.
- (xviii) Tie-ups shall be made with existing city hospitals for disposal of Bio-medical waste in case district hospital at Kishtwar does not have the facility for handling biomedical waste as proposed in the report.
- (xix) Any other clearance from other organization/department, if required, shall be obtained before commencement of the project.

Part-B General Conditions

- (i) Adequate arrangement for providing free fuel like kerosene/wood/LPG shall be made at project cost for the labour engaged in the construction work so that indiscriminate felling of trees is prevented.
- (ii) Medical facilities as well as recreational facilities shall also be provided to labourers.
- (iii) All the labourers to be engaged for construction works shall be thoroughly examined by health personal and adequately treated before issuing them work permit.
- (iv) No fugitive dust emissions should be observed at the construction sites. Water sprinkling arrangements should be made to suppress the fugitive emissions.
- (v) Potable drinking water and proper sanitary facilities shall be provided for the labour force and the local area people.
- (vi) Restoration of construction area including dumping site of excavated materials shall be ensured by leveling, filling up of burrow pits, landscaping etc. The area should be properly treated with suitable plantation.
- (vii) Environmental parameters shall be monitored regularly and six monthly reports shall be submitted to the regional Office of the Ministry and State Pollution Control Board for review.
- (viii) The project proponent shall also submit six monthly compliance reports of the stipulated EC conditions (both hard copies as well as by e-mail) to the respective Regional Office of MoEF and state Pollution Control Board. Monitoring report and compliance report shall be up-loaded on the web-site of project proponent.
5. The Project Proponent shall provide full cooperation and all required documents, data and access to the Officials of Regional Office of MoEF who would be monitoring the implementation of environmental safeguards.
6. Besides the above stated conditions, M/s Ratle hydro Electric Project Pvt. Ltd and Government of Jammu & Kashmir shall also implement all other environmental safeguards, as proposed in the EIA/EMP report and other reports from time to time. The J & K Government may also like to monitor implementation of EMP at regular interval.
7. Any change in the scope of the project shall be intimated to the Ministry and fresh approval, if required, shall be taken from the Ministry.
8. The Ministry reserve 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 safeguards measure in a time-bound and satisfactory manner.
9. This clearance letter is valid for a period of 10 years from the date of issue of this letter for commencement of construction work.

10. A Multi-disciplinary committee for monitoring the implementation of environmental safe guards during construction shall be constituted by the Project Proponent in consultation with the Ministry as early as possible. The Proponent shall suggest the members and their profile for approval of the Ministry. Proponent shall organize six monthly meetings of the committee and submit the monitoring report to the Ministry.
11. A copy of the clearance letter shall be sent by the Proponent to local Panchayat, Zila parishad/Municipal Corporation, Urban local body and local NGO, if any, from whom suggestions/representations were received while processing the proposal. The clearance letter shall also be put on its web-sites by the project proponent.
12. The proponent should advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the vernacular language of the locality concerned informing that the project has been accorded environmental clearance and copies of clearance letter are available with the State Pollution Control Board/committee and may also be seen at Website of the Ministry of Environment and Forests at <http://www.envfor.nic.in>.
13. 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, to be decided in consultation with the Ministry.
14. The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) including the respective Regional office of MoEF and Zonal Office of CPCB and SPCB.
15. Any appeal against this environmental clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days from the date of issue, as prescribed under Section 10 of the National Green Tribunal Act, 2010.

Yours faithfully,

(B.B. Barman)
Director

Copy to:

1. The Secretary, Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi-1
2. The Advisor (Power), Planning Commission, Yozna Bhawan, New Delhi-110 001
3. Special Secretary, Power Development Department, Government of Jammu & Kashmir, Civil, Secretariat Jammu, Jammu & Kashmir.
4. Secretary, Department of Environment & Forests, Government of Jammu & Kashmir, Jammu.
5. The Chief Engineer, Project Appraisal Directorate, Central Electricity Authority, Sewa Bhawan, R.K.Puram, New Delhi- 110 066
6. The Regional Office, Ministry of Environment & Forests, Chandigarh.
7. Member Secretary J&K State Pollution Control Board, Super Bazar Building, III Floor, Jammu.
8. El- Division, Ministry of Environment & Forests, New Delhi- 110 003
9. PS to JS (AT)/ Dir (BB)/ P.V. S. Rao (Scientist 'B')
10. Guard File

(B.B. Barman)

Director

**Jammu and Kashmir
Pollution Control Committee**

chairman87jkspcb@gmail.com
membersecretaryjkspcb@gmail.com

0191 – 2472881, 2476925

**1365**

Parivesh Bhavan, Forest Complex
Transport Nagar, Jammu, 180 006

Silk Factory Road
Rajbagh, Srinagar, 190 008

**The Chief Executive Officer,
M/s Megha Engineering and Infrastructure Ltd.,
Kishtwar.**

No:- PCC/LSJ/7565667/2024/2581-2585 Dated 14-11-2024

Sub:- Notice for violation of Environment (Protection) Act, 1986.

Whereas, public of Drabshalla area of Tehsil Drabshalla, District, Kishtwar submitted a written resolution to the Tehsildar Drabshalla, stating therein that due to the construction work of the project, their residential houses have been effected and some families have moved out from their residential houses for rental accommodation and requested one time compensation for the damages to the structures for undertaking necessary repairs; and

Whereas, Tehsildar Drabshalla took up the matter with Deputy Commissioner, Kishtwar and stated that blasting activities conducted by the M/s MEIL Company have caused damages to the properties of the local residents and there is urgent need for redressal and mitigation measures to alleviate the suffering of effected families, vide his letter No. NTD/2024-25/27 dated 27-04-2024; and

Whereas, Deputy Commissioner Kishtwar further took up the matter with Principal Secretary to the Government, Power Development Department, Civil Secretariat J&K, Jammu stating therein that the blasting activities have lead to the cracks in the residential houses of the locals and damaged their belongings with further request to depute technical team for verification of the ground w.r.t claims and damages vide letter No. DCK/PS/24/F.No.92/437 dated 17-05-2023; and

25/11/24

Whereas, Government of Jammu and Kashmir, Power Development Department forwarded the resolution of the residents of the Drabshalla and also report of the Deputy Commissioner, Kishtwar to the J&K Pollution Control Committee and requested for deputing a team of experts to make an on the ground assessment of the situation and taking steps to secure compliance of the pollution control norms vide letter No. Gen/PCC/JKPDD-C-24 dated 14-06-2024; and

Whereas, accordingly, a Joint Committee comprising of officers viz. Divisional Officer, Pollution Control Committee Kishtwar and Divisional Officer, Pollution Control Committee Ramban was constituted for conducting ground assessment of dust pollution, noise pollution caused in tehsil Drabshalla as a result of blasting and other construction activities carried out by M/s Mega Engineering and Infrastructure Ltd. (MEIL) in Rattle Hydro Electric Project and directed to furnish a report alongwith recommendation vide order endorsement No. JKPCC/PS/MS/ 2024/3411-3416 dated 20-06-2024; and

Whereas, the Joint Committee constituted by the J&K Pollution Control Committee, furnished its report vide letter No. PCC/DO/K/24/874-75 dated 10-08-2024, reported that:

- i) The causes of air and noise pollution are open blasting carried in the construction of dam abutment, which of temporary nature will be ended once abutment is ready for construction of dam.
- ii) Being area under construction, most of the approach roads are kaccha in nature and movement of vehicles and machineries of the project contractor leading to emission of dust area. However, during inspection, it was observed that fast wind blowing in the area is also contributing movement of dust in the project and Drabshalla area.
- iii) That widening of NH-244 in the Drabshalla Market cum residential area by NHIDCL, PMU-Kishtwar also attributing to dust emissions due to vehicular movement.

Star

- iv) Dam Abutment site where drilling and blasting operation is going on could be cause of air and noise pollution in the area being nearby to the Drabshalla Market cum Residential area.
- v) There are six numbers of Blast Monitoring system (BMS) / Seismographs installed by the contractor (MEIL) at different locations.

Whereas, in terms of the specific conditions of Environmental Clearance issued by the Ministry of Environment, Forest and Climate Change, Govt. of India 12-12-2012, Continuous monitoring for environmental flow measurement was to be installed for display of the data at appropriate site for information of the civil society, stakeholders and regulators and equipment's likely to generate noise levels shall have to meet the ambient noise standards as notified under the Noise Pollution (Regulation and Control) Rules, 2000, but as per the report of the Joint Committee no such monitoring system is found in place at site and therefore, the violations of conditions of Environmental Clearance; and

Whereas, the Joint Committee constituted by the J&K Pollution Control Committee also recommended as under: -

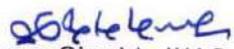
- i) The M/s Rattle Hydro Power Corporation Ltd. (RHPCL) and M/s Megha Engineering and Infrastructure Ltd. (MEIL) must ensure installation of ambient air quality monitoring stations two at construction site (upstream and downstream). One at residential area of the Drabshalla as per guidelines issued by the Central Pollution Control Board for monitoring of ambient air qualify.
- ii) The Rattle Hydro Power Corporation Ltd. (RHPCL) and M/s Megha Engineering and Infrastructure Ltd. must ensure water sprinkling to suppress free flow of dust into atmosphere during drilling, blasting operation, muck disposal and movement of the vehicle.



Whereas, the modus operandi adopted by you for causing air and noise pollution has put the environment of the area to a grave threat due to deterioration caused by unscientific manner of blasting, drilling, muck and movement of vehicles, besides, the irreversible damage done to flora-fauna and ecosystem of the area; and

Now, therefore, in view of the aforesated reasons you are hereby directed to show cause within 15 days as to why legal action as warranted under relevant provisions of the Environmental (Protection) Act, 1986 should not be taken against you. Besides, you are also directed to show cause within 15 days as to why Environmental Compensation on the basis of "Polluter Pays Principle" and as per the directions issued by the Hon'ble National Green Tribunal, Principal Bench, New Delhi, for violating the conditions of Environmental Clearance and causing damage to the environment should not be levied upon you.

In the event of non-receipt of the tenable response from your side further necessary action under relevant provisions of law shall be taken without any further notice.


(Ghansham Singh), JKAS
Member Secretary 14.11.24
J&K PCC

Copy to the:-

1. Deputy Commissioner, Kishtwar for information.
2. Regional Director, J&K Pollution Control Committee, Jammu, for information and necessary action.
3. Chief Executive Officer, Rattle Hydro Power Corporation Ltd. (RHPCL), Kishtwar for information and necessary action.
4. Divisional Officer, Pollution Control Committee, Kishtwar for information and submit the compliance of notice and carry out regular monitoring of the site and submit the EC format if violations are continued.



Sub: - Pollution caused by construction activities carried out by M/s MEIL in 850 MW Rattle HEP-Reg.

Ref:- Hon'ble NGT Order dated **12-09-2024** in O.A **955 of 2024** titled President, Municipal Committee Thathri V.s UT of J&K.

ORDER

A Joint Committee comprising of the following officers is hereby constituted for assessment of the Environmental Compensation leviable for reported violations of the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981 and Environment (Protection) Act, 1986.

1. Sh. Sanjay Kumar Rathore, Divisional Officer, PCC Jammu (South).
2. Sh. Chander Singh Kotwal, Divisional Officer, PCC, Ramban.
3. Sh. Mohan Lal Snehi, Divisional Officer, PCC, Kishtwar.

The committee shall assess and compute the environmental compensation leviable after ascertaining the period and quantum of violations under "Polluter Pays Principle" based on the available record and field assessment and submit report within 15 days alongwith recommendations.

Issued with the approval of Competent Authority.

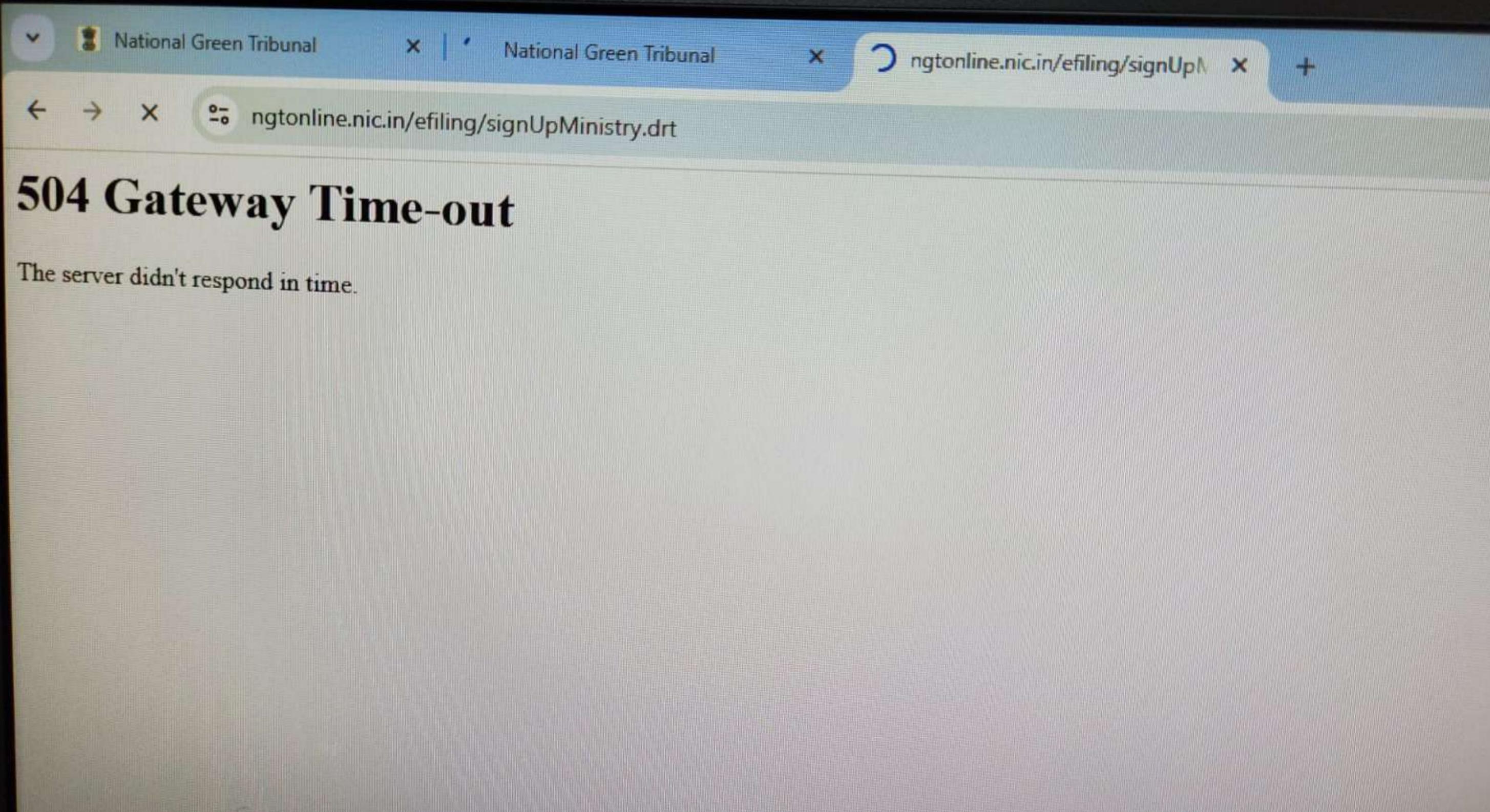

(Ghansham Singh) JKAS
Member Secretary **23.11.24**
J&K PCC

No: - JKPCC/PS/MS/24/4034-37

Dt: **23**-11-2024.

Copy for information to the: -

- i) Regional Director, PCC Jammu.
- ii) Sh. Sanjay Kumar Rathore, Divisional Officer, PCC Jammu (South).
- iii) Sh. Chander Singh Kotwal, Divisional Officer, PCC, Ramban.
- iv) Sh. Mohan Lal Snehi, Divisional Officer, PCC, Kishtwar.



1371

Annexure - R2



Additional Chief Secretary Forest <csforestjk@gmail.com>

OA No.955/2024 titled President, Municipal Committee, Thathri V/s UT of J&K.

3 messages

Additional Chief Secretary Forest <csforestjk@gmail.com>

Tue, Nov 26, 2024 at 2:23 PM

To: judicial-ngt@gov.in, gmkawoosa@yahoo.com, Spl Secy Tech Forest J&K <sstforestjk@gmail.com>

R/Sir,



Reply with Encls OA 955-24.pdf

Kindly find attached herewith a copy of reply/response along with enclosures in respect of O.A No.955/2024 titled President, Municipal Committee, Thathri V/s Union Territory of J&K.
