

**BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI**

ORIGINAL APPLICATION NO.779 OF 2024

IN THE MATTER OF:

Dinesh Gupta

...Applicant

Versus

State of Punjab & Ors.

...Respondents

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NDOH- 15.04.2025

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RESPONDENT NO.4

THROUGH

Madhu Sweta
Madhu Sweta

Singhania & Partners LLP

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New Delhi – 110016

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Place: New Delhi

Date: 22.02.2025

**BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI**

ORIGINAL APPLICATION NO.779 OF 2024

IN THE MATTER OF:

Dinesh Gupta ...Applicant

Versus

State of Punjab & Ors. ...Respondents

**REPLY ON BEHALF OF RESPONDENT NO.4/NHAI TO THE
ORIGINAL APPLICATION FILED BY THE APPLICANT**

MOST RESPECTFULLY SHOWETH:

PRELIMINARY SUBMISSIONS:

1. The present reply is being filed by the Respondent No.4/NHAI in compliance with the Orders dated 14.10.2024 & 27.01.2025 passed by this Hon'ble Tribunal.
2. At the outset, the Respondent denies each and every averment as stated in the OA as incorrect and false except specifically admitted herein. It is submitted that the present Original Application ("OA") has been filed based on the alleged assumption that the Answering Respondent has cut trees without there being any approval/permission by the Forest Department. The present OA is frivolous and has been filed only based on the assumptions of the Applicant. Thus, the present OA deserves to be dismissed outrightly.

3. That for the ease of understanding and for the assistance of this Hon'ble Tribunal, the answering respondent submits the following:

3.1. That the project namely 4-Laning of Amritsar-Pathankot Section of NH-15 from Km. 6.082 to Km.108.502 has been constructed and is being maintained by the Answering Respondent through a concessionaire.

3.2. That one Blackspot project namely "Construction of Underpass at Sohal Town on Pathankot - Amritsar Section of NH-54 (old NH 15) from Km 6.082 to Km 108.502 at Ch. 43+500 under Rectification of Blackspot in the State of Punjab" has been awarded by the Answering respondent to M/s Vijay Kumar Contractor, of which about 75% work has been completed.

3.3. That the land in question was originally diverted back in the year 2010 & vests with the answering respondent, on which approx. 30 nos. of forest trees are standing, and the answering respondent has requested the respondent no. 3 at numerous occasions for felling of these trees which are hindering the construction work. However, it is most humbly submitted that till date none of these trees have been cut by the respondent no. 3.

4. It is submitted that the present OA deserves to be dismissed in view of the following submission:

4.1. On 16.06.2010, the Ministry of Environment and Forests (F.C. Division) agreed for the diversion of 137.6075 ha of forest land for four/six laning of NH-15 from Pathankot to Amritsar km

6.0082 to 98.050 for widening of existing road to four/six lane along with construction of bus/truck lay byes, service roads etc. and for Utility corridor for shifting of Electric lines/ Telecommunication lines/ Water supply lines etc under the jurisdiction of forest division & distt. Gurdaspur & Amritsar, Punjab. True copy of the letter dated 16.06.2010 is annexed herewith and marked as **Annexure R-4/1**.

4.2. On 18.10.2010, the Ministry of Environment and Forests intimated the approval granted under Section 2 of Forest (Conservation) Act, 1980 by the Central Government for the diversion of the aforesaid land. True copy of the letter dated 18.10.2010 is annexed herewith and marked as **Annexure R-4/2**.

4.3. On 24.12.2019, the Answering Respondent and the Forest Department, Punjab entered into a Memorandum of Understanding ("**MoU**") for plantation on the NHAI Lands. The relevant clauses of the said MoU are reproduced herein:

- "1. The Forest Department shall from the 24th day of month of December & year 2019 take over the management of the said lands for the purpose of plantations of suitable trees of native as well as commercial species. The said lands shall not be deemed to be or declared as "Protected Forest" or "Reserved Forest" or any other 'Forest category under Indian Forest Act, 1927. However, the said land will be managed in accordance with this agreement as per terms and conditions agreed upon by both the Forest Department and NHAI.*
- 2. State Forest Department through their local authorities and workers will be responsible for plantation of tree and shrub species and maintain spacing between ROW to ROW and Plant to Plant for implementation of approved Green Highways Projects (GHPs) as enclosed (A copy of the*

project to be annexed) following the Green Highways Policy 2015 and IRC SP-21 2009 Guidelines and other guidelines as agreed upon in project formulation and implementation during project period. The State Forest Department will also take care for protection of the plantations and trees, fencing, boundary pillars etc.

5. *Forest Department will ensure that the survival of plants should be nearly 90% at the time of handing over the plantation to NHAI. Average height of the plants should not be less than height achieved by the same species growing naturally in that area, except for the reasons beyond human control.*
12. *After raising the plantation, the State Forest Department shall maintain an inventory of all trees on the said land. The abstract of the enumerated trees will be shared with NHAI for information and record.*
14. *The NHAI may resume the said land or any part thereof at any time, without payment of any compensation to the Forest Department. The Forest Department will remove trees from such land or part of land on NHAI's request, or will give permission to NHAI to remove trees.*
16. *Forest Department will be competent to deal any damage or loss of plantation/trees by other than NHAI officials, according to the provisions of the applicable acts and rules of the state.*

The essence of this MOU is to implement the plantation activity in the most effective manner using the expertise, knowledge and resources of both the organizations in furtherance of their common objectives.”

That a True copy of the Memorandum of Understanding dated 24.12.2019 is annexed herewith and marked as **Annexure R-4/3**.

- 4.4. It is submitted that a perusal of the MoU signed between the Answering Respondent and the Forest Department makes it clear that:
- a. The land has been diverted, and the said land shall not be deemed to be or declared as “Protected Forest” or “Reserved Forest” or any other ‘Forest Category’ under the Indian Forest Act, 1927.
 - b. The Forest/State Department has been entrusted with the obligation/responsibility of plantation of tree and shrub species and to maintain the same as well.
 - c. It is the obligation of the Forest Department to ensure that the survival of plants should be nearly 90% at the time of handing over to the Answering Respondent.
 - d. The State Forest Department is to maintain an inventory of all trees on the said land.
 - e. Forest Department will remove trees from such land or part of land on NHAI’s request or will give permission to NHAI to remove trees.
- 4.5. On 09.12.2023, in accordance with Clause 14 of the MoU, the Answering Respondent requested the Divisional Forest Officer to remove Avenue Plantation from km 42960 to km 44100. True copy of the Answering Respondent’s letter dated 09.12.2023 is annexed herewith and marked as **Annexure R-4/4**. The Forest department has subsequently, in the spirit of the MoU supra, got these Avenue Plantation removed through the Contractor, engaged by the Answering Respondent Authority for the project namely “Construction of Underpass at Sohal Town on Pathankot - Amritsar Section of NH-54 (old NH 15) from Km

6.082 to Km 108.502 at Ch. 43+500 under Rectification of Blackspot in the State of Punjab”.

- 4.6. Further, in respect of the 30 no. of trees belonging to forest, on 10.10.2024, upon the submission made by the Contractor intimating their willingness to buy those 30 no. of trees located on the already Diverted land from the Punjab State Forest Development Corporation (PSFDC), the office of the Answering Respondent had requested the MD, PSFDC vide its letter no. 2673 dated 10.10.2024, to submit a cost estimate proposal to be deposited for cutting of standing trees on the already diverted land, so as to avoid any further delay in completion of construction on the said project. That the true copy of the Answering Respondent's letter dated 10.10.2024 is annexed herewith and marked as **Annexure R-4/5**. However, no action was taken by the PSFDC upon the request of the Answering Respondent, hence the Answering Respondent had sent a reminder letter to the PSFDC dated 13.12.2024. That the true copy of the Answering Respondent's letter dated 13.12.2024 is annexed herewith and marked as **Annexure R-4/6**.
- 4.7. Subsequently vide email dated 11.02.2025, the Contractor engaged by the Answering Respondent Authority for the project namely “Construction of Underpass at Sohal Town on Pathankot - Amritsar Section of NH-54 (old NH 15) from Km 6.082 to Km 108.502 at Ch. 43+500 under Rectification of Blackspot in the State of Punjab” has submitted that “It is submitted that only the bamboo plantation and avenue plantation (Kadamb, Kachnar, Darek & Chandni) carried out by NHAI have been cleared by us for the construction of

the Sohal Underpass. It is further submitted that No trees belonging to the Forest Department have been felled during the execution of the work”.

5. That on 14.10.2024, this Hon'ble Tribunal constituted a Joint Committee and directed as under:

“6. Having regard to the nature of allegation that has been made in the original application, we constitute a joint committee comprising of representatives of PCCF, Punjab; RO, MoEF&CC, Chandigarh and District Magistrate, Gurdaspur. District Magistrate, Gurdaspur will act as a nodal agency.

7. The joint committee will visit the site, ascertain the number of trees that have been felled in the area under consideration, the persons/agency responsible for the same, if the requisite permission was obtained and if any compensatory plantation measures have been taken/proposed.

8. The joint committee will submit the report before the Tribunal within eight weeks.”

6. On 13.12.2024, the Joint Committee filed its Enquiry Report before this Hon'ble Tribunal and submitted as under:

“....

Upon inspection, it was found that these plants had been cut by NHAI (National Highways Authority of India) from the land acquired from landowners, as per Paragraph 14 of the MoU (Memorandum of Understanding). It is noteworthy that the old road measured 33 meters, and NHAI had acquired land from the landowners, measuring 19.50 meters on the left and 7.50 meters on the right. The ornamental and bamboo plants were planted on this acquired land during the year 2020-2021 by NHAI. This plantation was carried out by the Forest Department in accordance with the MoU (copy attached). It is further clarified that no Forest Act is applicable to this plantation.”

7. It is submitted that the aforesaid submissions make it clear that the allegations/averments made by the Applicant are based only on assumptions and are factually incorrect. The present OA has been filed only to waste the precious time of this Hon'ble Tribunal and the same deserves to be dismissed outrightly with exemplary costs.

PARAWISE REPLY:

- 1-4. That the contents paras 1-4 are matter of record, hence, merit no response.
- 5-6. That the contents of paras 5 & 6 are wrong, misleading, baseless and hence denied. It is submitted that the averments made in the para under reply are only based on assumptions without having knowledge of the factual position. It is vehemently denied that approximately 100 trees located on both sides of the road in Sohal Village were cut down. That the averments made in para 3 & 4 of the preliminary submissions may kindly be read in reply to the said paras under reply.
- 7-8. That only the contents of paras 7 & 8 which are matter of record need no reply. The remaining averments are denied being false and misleading. It is specifically denied that according to the RTI reply provided by the National Highways Authority of India (NHA) (Respondent No.4), permission was not granted to cut down 40 trees, and the valuation and auction of those trees are still pending with the forest department. It is submitted that the Applicant has completely misinterpreted the RTI reply by

the Answering Respondent. The Answering Respondent in the RTI reply has clearly stated that "approx. 40 nos. of trees are proposed to be cut" and "the forest land had already been diverted at the time of construction of Pathankot-Amritsar section of NH-54". The said reply nowhere even suggests or whispers that no permission has been granted by the Forest Department. Thus, it is clear that the Applicant is only trying to mislead and waste the precious time of this Hon'ble Tribunal.

9. That the contents of para 9 are false, misleading, factually incorrect and hence denied. The averments made in this para is completely contrary to the actual factual scenario. The submissions made in the preceding paras are reiterated and the same is not repeated for the sake of brevity and to avoid prolixity.

PARAWISE REPLY TO GROUNDS:

- 10-15. That the contents of paras 10 to 15 are false, misleading, factually incorrect and hence denied *in toto*. It is submitted that no ground is made out in the present OA that calls for interference of this Hon'ble Tribunal. The submissions made in the preceding paras as well as in the preliminary submissions are reiterated and the same are not repeated for the sake of brevity and to avoid prolixity.
- 16-18. That the contents of paras 16-18 need no response. It is submitted that the judgments relied upon by the Applicant have no relevance in the present OA.

- 19 The Answering Respondent further reserves its right to file additional reply/objection, if required, upon liberty from the Hon'ble Tribunal.

P R A Y E R

Under the aforesaid circumstances, it is most respectfully prayed that this Hon'ble Tribunal may graciously be pleased to:

- a. Dismiss the present original application filed by the Applicant in favour of the Answering Respondent;
- b. Direct exemplary costs against the Applicant holding the Original Application to be frivolous and vexatious; and/or
- c. Pass such order or further order(s) as this Hon'ble Tribunal may be deem fit, proper and just under the circumstances of the present case.


परियोजना निदेशक/Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
RESPONDENT NO.4
National Highways Authority of India
परियोजना कार्यान्वयन इकाई, अमृतसर
PHI-Amritsar

THROUGH


Singhania & Partners LLP
Solicitors & Advocates
P-24, Green Park Extension
New Delhi-110016

Dated: 22/02/2025
Place: New Delhi

**BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI**

ORIGINAL APPLICATION NO.779 OF 2024

IN THE MATTER OF:

Dinesh Gupta

...Applicant

Versus

State of Punjab & Ors.

...Respondents

AFFIDAVIT

I, Abdullah Khan S/o Mohd. Irfan Khan aged about 31 years, currently posted as Project Director, National Highways Authority of India (NHAI), Project Implementation Unit (PIU), Amritsar having office at E-09, Dream City, Near Best Price, Manawala, Amritsar-143115 do hereby on solemn affirmation state and submit as under:

1. I say that I am the authorized representative of the Respondent No.4 abovenamed and as such am conversant with the facts and circumstances of the present reply. I have been duly authorized by the Respondent No.4 to initiate and pursue the present proceedings for and on behalf of the Respondent No.4 and hence, I am competent to swear the present affidavit on the basis of the records being maintained by the Respondent No.4 in the ordinary course of its business.
2. I say that the accompanying reply to the original application has been drafted by my counsel on my instructions and I have read and understood the contents of the same. The contents of

परियोजना निदेशक/Project Director
भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
परियोजना कार्यान्वयन डकार्ड क्रमांक



the reply are true and correct, which are reiterated herein and are not being repeated for the sake of brevity.

3. I say that the annexures filed along with the present reply are true copies of their respective originals.


 परियोजना निदेशक / Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
DEPONENT
 परियोजना कार्यान्वयन इकाई, अमृतसर
 201, Amritsar

VERIFICATION:

Verified at Amritsar on this ___ day of February 2025 that the contents of the above affidavit are true and correct to the best of my knowledge. No part of it is wrong and nothing material has concealed there from.




 परियोजना निदेशक / Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 National Highways Authority of India
DEPONENT
 परियोजना कार्यान्वयन इकाई, अमृतसर
 201, Amritsar

I personally know the deponent
 Executant and he has signified in
 my presence.
Sandeep

ATTESTED & IDENTIFIED

 Satish Kumar Anand Notar-
 * Amritsar *

11 9 FEB 2025



F. No. 8-17/2010-FC
Government of India
Ministry of Environment and Forests
(F.C. Division)

Paryavaran Bhawan,
CGO Complex, Lodhi Road,
New Delhi-110003.
Dated: 16th June, 2010

To

The Financial Commissioner (Forests) and
Secretary to the Government of Punjab,
Forests & Wildlife Preservation Department,
Chandigarh.

Sub: Diversion of 137.6075 ha of forest land for four/six lanning of NH-15 from Pathankot to Amritsar Km. 6.0082 to 98.050 for widening of existing road to four / six lane along with construction of bus / truck lay byes, service roads etc. and also for Utility corridor for shifting of Electric lines / Telecommunication lines / Water supply lines etc under the jurisdiction of forest division & distt. Gurdaspur & Amritsar, Punjab.

Sir,

I am directed to refer to Government of Punjab's Letter No. FCA/1980/4374-4129/3631 dated 27.1.2010 on the above mentioned subject, wherein prior approval of the Central Government for the diversion of 137.6075 ha of forest land for four/six lanning of NH-15 from Pathankot to Amritsar Km. 6.0082 to 98.050 for widening of existing road to four / six lane along with construction of bus / truck lay byes, service roads etc. and also for Utility corridor for shifting of Electric lines / Telecommunication lines / Water supply lines etc under the jurisdiction of forest division & distt. Gurdaspur & Amritsar, Punjab was sought, in accordance with section-2 of the Forest (Conservation) Act, 1980. The said proposal has been examined by the Forest Advisory Committee constituted by the Central Government under section-3 of the aforesaid Act.

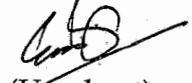
II. After careful consideration of the proposal of the State Government of Punjab and on the basis of the recommendations of the Forest Advisory Committee, the Central Government hereby agrees for the diversion of 137.6075 ha of forest land for four/six lanning of NH-15 from Pathankot to Amritsar Km. 6.0082 to 98.050 for widening of existing road to four / six lane along with construction of bus / truck lay byes, service roads etc. and also for Utility corridor for shifting of Electric lines / Telecommunication lines / Water supply lines etc under the jurisdiction of forest division & distt. Gurdaspur & Amritsar, Punjab subject to the fulfillment of the following conditions:-

1. Legal status of the land remains unchanged.
2. Compensatory Afforestation shall be raised and maintained over double the degraded forest land (238) as envisaged.
3. The State Government shall charge the Net Present Value of the forest area included in the mining lease from the User Agency as per the orders of the Hon'ble Supreme Court of India dated 30.10.2002, 01.08.2003, 28.03.2008, 25.04.2008 and 09.05.2008 in IA No. 566 in WP(C) No. 202/1995 and as per the guidelines issued by this Ministry vide letter No. 5-3/2009-FC dated 05.02.2009 in this regard.
4. Additional amount of the NPV of the diverted forest land, if any, becoming due after finalization of the same by the Hon'ble Supreme Court of India on receipt of the report from the Expert Committee, shall be charged by the State Government from the User Agency. The User Agency shall furnish an undertaking to this effect.
5. All the funds received from the User Agency under the project shall be transferred to in Account No. 344901010070202 of the Union Bank of India, Sunder Nagar Branch, New Delhi-110003.
6. Trees shall be felled only when it becomes necessary and that too under strict supervision of State Forest Department, and at the cost of the project.
7. No labour camps shall be established on forest land.
8. The User Agency shall provide fuel-wood preferably alternate fuel to the labourers working at the site to avoid damage/felling of trees.
9. The forest land shall not be used for any purpose other than that specified in the proposal.
10. All other conditions proposed by the State Government of Punjab at the time of submission of the proposal to the Central Government shall be applicable.
11. The State Forest Department should establish chowki at the cost of the User Agency at points to be decided by the State Forest Department.
12. Any other conditions that the CCF (Central), Regional Office, Chandigarh and the State Government may impose from time to time for the protection and improvement of flora and fauna in the forest area shall be applicable.
13. The State Government should come up with a plan/programme for planting long-rotation trees all along the stretch on either sides of the road. Plantation should include Shesham, Arjun, Jamun, Semul, Peepal, Bargad, Neem, Mango, etc. Plantation should be completed before the application is made for issuing final approval.
14. All other conditions under different rules, regulations and guidelines including environmental clearance and the Scheduled Tribes and other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 shall be complied with before transfer of forest land.

III. After receipt of the compliance report on the fulfillment of the above mentioned conditions contained in Para II above, from the State Government of Punjab, formal approval will be issued in this regard under section-2 of the Forest (Conservation) Act, 1980. The transfer of forest land to the User Agency shall not be

affected by the State Government till formal orders approving the diversion of forest land are issued by the Central Government.

Yours faithfully,



(Umakant)

Assistant Inspector General of Forests

Copy to:-

1. The Principal Chief Conservator of Forests, Government of Punjab, Chandigarh.
2. The Nodal Officer, Forest Department, Government of Punjab, Chandigarh.
3. The Conservator of Forests (Central), Regional Office, Chandigarh.
4. User Agency.
5. Monitoring Cell, FC Division, MoEF, New Delhi.
6. Guard file.

2/10/10

*Issued
16/6/10*



(Umakant)

Assistant Inspector General of Forests

Ministry of Environment and Forests
(F.C. Division)Paryavaran Bhawan,
CGO Complex, Lodhi Road,
New Delhi-110003.Dated: 18th October, 2010

To



The Financial Commissioner (Forests) and
Secretary to the Government of Punjab,
Forests & Wildlife Preservation Department,
Chandigarh.

Sub: Diversion of 137.6075 ha of forest land for four/six lanning of NH-15 from Pathankot to Amritsar Km. 6.0082 to 98.050 for widening of existing road to four / six lane along with construction of bus / truck lay byes, service roads etc. and also for Utility corridor for shifting of Electric lines / Telecommunication lines / Water supply lines etc under the jurisdiction of forest division & distt. Gurdaspur & Amritsar, Punjab.

Sir,

I am directed to refer to Government of Punjab's letter no. FCA/1980/4374-4129/3631 dated 27.1.10 on the above mentioned subject, wherein prior approval of the Central Government for the diversion of 137.6075 ha of forest land for four/six lanning of NH-15 from Pathankot to Amritsar Km. 6.0082 to 98.050 for widening of existing road to four / six lane along with construction of bus / truck lay byes, service roads etc. and also for Utility corridor for shifting of Electric lines / Telecommunication lines / Water supply lines etc under the jurisdiction of forest division & distt. Gurdaspur & Amritsar, Punjab, was sought, in accordance with section-2 of the Forest (Conservation) Act, 1980. After careful consideration of the proposal by the Forest Advisory Committee constituted under Section-3 of the said Act, stage-I approval for the said proposal was granted vide this Ministry's letter of even number dated 16th June, 2010 and consequently corrigendum dated 15th September, 2010 subject to fulfilment of certain conditions. The State Government has furnished compliance report in respect of the conditions stipulated in the in-principle approval and has requested the Central Government to grant final approval.

In this connection, I am directed to say that on the basis of the compliance report furnished by the Government of Punjab vide letter no. FCA 1980/4374/21623 dated 17.9.10, approval of the Central Government is hereby granted under section-2 of the Forest (Conservation) Act, 1980 for diversion of 137.6075 ha of forest land for four/six lanning of NH-15 from Pathankot to Amritsar Km. 6.0082 to 98.050 for widening of existing road to four / six lane along with construction of bus / truck lay byes, service roads etc. and also for Utility corridor for shifting of Electric lines / Telecommunication lines / Water supply lines etc under the jurisdiction of forest division & distt. Gurdaspur & Amritsar, Punjab, subject to the following conditions:-

1. Legal status of the forest land being diverted shall remain unchanged.

- (291)
2. Additional amount of the NPV of the diverted forest land, if any, becoming due after finalization of the same by the Hon'ble Supreme Court of India on receipt of the report from the Expert Committee, shall be charged by the State Government from the User Agency. The User Agency shall furnish an undertaking to this effect.
 3. All the funds received from the User Agency under the project shall be transferred to in Account No. 344901010070202 of the Union Bank of India, Sunder Nagar Branch, New Delhi-110003.
 4. Trees shall be felled only when it becomes necessary and that too under strict supervision of State Forest Department, and at the cost of the project.
 5. No labour camps shall be established on forest land.
 6. The User Agency shall provide fuel-wood preferably alternate fuel to the labourers working at the site to avoid damage/felling of trees.
 7. The forest land shall not be used for any purpose other than that specified in the proposal.
 8. All other conditions proposed by the State Government of Punjab at the time of submission of the proposal to the Central Government shall be applicable.
 9. The State Forest Department should establish chowki at the cost of the User Agency at points to be decided by the State Forest Department.
 10. Any other conditions that the CCF (Central), Regional Office, Chandigarh and the State Government may impose from time to time for the protection and improvement of flora and fauna in the forest area shall be applicable.
 11. The State Government shall plant long rotation trees all along the stretch on either side of the road as per provisions of IRC-SP-21-2009 (Guidelines on landscaping & tree plantation) after completion of construction of the project highway. The plantation shall include Shesham, Arjun, Jamun, Semul, Peepal, Bargad, Neem, Mango, etc.
 12. All other conditions under different rules, regulations and guidelines including environmental clearance and the Scheduled Tribes and other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 shall be complied with before transfer of forest land.

Yours faithfully,


(Umakant)

Assistant Inspector General of Forests
Telefax: 011-24363974

Copy to:-

- MX [
1. The Principal Chief Conservator of Forests, Government of Punjab, Chandigarh.
 2. The Nodal Officer, Forest Department, Government of Punjab, Chandigarh.
 3. The Conservator of Forests (Central), Regional Office, Chandigarh.
 4. User Agency.
 5. Monitoring Cell, FC Division, MoEF, New Delhi.
 6. Guard file.


(Umakant)

Assistant Inspector General of Forests



Issued
19/10/10

BETWEEN

ANNEXURE R-4/3

NHAI AND STATE FOREST DEPARTMENT FOR PLANTATION ON NHAI LANDS

(TO BE EXECUTED THROUGH REGIONAL OFFICERS OF STATE FOREST DEPARTMENTS AND NHAI)

This Agreement made this 24th day of month December & year 2019 between the Presidents of Union of India acting through Project Director, PIU Jalandhar, National Highways Authority of India having its registered office at 5&6 Sector 10, Dwarka New Delhi I 10075 (hereinafter called the NHAI which term shall include the successors) of the one part.

And

The Forest Department, Punjab state having its registered office at S.ec. 6B, S.A.S. Nagar (hereinafter called the Forest Department which term shall include his successors of the other part). The agreement will be signed between the concerned Project Director. Project Implementation Unit of NHAI or any officer authorized by Regional Officer concerned (not below the rank of project director) & the concerned Forest officer (not below the rank of DFO) having jurisdiction over the project the site.

Whereas

1. NHAI has been established under the National Highways Authority of India Act, 1998 with the main objective of developing, maintaining and managing highways in the country as entrusted/vested by the Central Government.
2. NHAI undertakes projects related to the development of National Highways at various locations all over India. These projects are formulated and implemented according to policy guidelines of the Govt. for meeting the growing needs of the road transport in the Country.
3. Forest Department, Punjab is the government agency for carrying out the plantation activity in the state and it has sufficient expertise and infrastructure to take up plantations of this magnitude.
4. The NHAI proposes to the Forest Department of Punjab state to take up the plantation project implementation period from 24.12.2019 to

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ofin

23.12.2024 along Km. 16.60 to Km.80.00 of National Highway land of NH

54.

Now this agreement witnesses and the parties hereby agree as follows:

1. The Forest Department shall from the 24th day of month December & year 2019 take over the management of the said lands for the purpose of plantations of suitable trees of native as well as commercial species, The said lands shall not be deemed to be or declared as "Protected Forest" or "Reserved Forest" or any other 'Forest' category under Indian Forest Act 1927. However, the said land will be managed in accordance with this agreement as per terms and conditions agreed upon by both the Forest Department and NHAI.
2. State Forest Department through their local authorities and workers will be responsible for plantation of tree and shrub species and maintain spacing between ROW to ROW and Plant to Plant for implementation of approved Green Highways Projects (GHPs) as enclosed (A copy of the project to be annexed) following the Green Highways Policy 2015 **and IRC SP-21 2009 Guidelines and other** guidelines as agreed upon in project formulation and implementation during project period. The State Forest Department will also take care for protection of the plantations and trees, fencing, boundary pillars etc.
3. NHAI will release funds to Forest Department according to NHAI OM No 464 dated 19.07.17 as following payment schedule of project period subject to submission of Utilization certificate.



S. No.	Stage of implementation	Payment schedule (% of Project Cost)
1	Zero year (mobilization of advance after signing of agreement)	50%
2	First year (after planting work)	10%
3	Second year (Post plantation Management maintenance, casualty replacement etc)	10%
4	Third year (maintenance, casualty replacement etc)	10%
5	Fourth year (plantation maintenance)	10%
6	Fifth year (plantation maintenance)	10%
	Total:	100%

4. NHAI will bear the cost escalation, if not included in project, due to increase in minimum daily wages notified from time to time by competent authorities of the State Government.
5. Forest Department will ensure that the survival of plants should be nearly 90% at the time of handing over the plantation to NHAI. Average height of the plants should not be less than height achieved by the same species growing naturally in that area, except for the reasons beyond human control.
6. Rates suggested in the project are for budgeting purpose. Amount unutilized in one item may be utilized for another item within overall budget limit.
7. The certificate of utilization of funds along with number of trees/plants surviving will be provided to NHAI after every six 'month.
8. All instructions issued by the NHAI and advisories issued in this matter by the authorities of the NHAI regarding road visibility, planting along inside of curves, minimum distance of planting line from the road, measure for the safety of road shall be strictly followed by the Forest Department while

planning the plantation program. The choice of species of plant, models of plantation, cultural operations employed in management and protection of plantation and imposition of reasonable restriction of inter cropping on plantation tree, grazing, burning of grass etc. will be determined by the Forest Department, as per the National Green Highways Policy 2015, IRC Guidelines and applicable rules of the state.

9. NHAI shall hand over the said land to Forest Department free from all encumbrances and encroachments. An inventory of trees already growing on said land shall be jointly taken by NHAI and Forest Department at the time of handing over land to Forest Department and these trees will continue to be of NHAI. Felling of such trees can be done by NHAI in accordance with relevant Rules/Acts applicable if any, in respect of that area. Revenue from these trees will accrue to NHAI only.
10. Forest Department will use the said land made over only for plantation or for a purpose ancillary there to. However plant nurseries may be developed for developing seedlings for plantations on said land undertaken by the Forest Department. No permanent structure shall, however, be built on such land. NHAI reserves the right to site inspection from time to time.
11. The ownership of the land shall remain vested in the NHAI as here to, and only management thereof will be handed over to the Forest Department for plantation purpose.
12. After raising the plantation, the State Forest Department shall maintain an inventory of all trees on the said land. The abstract of the enumerated trees will be shared with NHAI for information and record.
13. The NHAI shall be entitled and permitted to utilize earth for repairs and formations, to cut branches of trees and also to execute works required for normal functioning of the National Highways in consultation with the concerned Divisional Forest Officer/ Forest Ranger or authority designated to do so by the Forest Department on the said land. The NHAI shall decide the nature of such works and no compensation shall be paid by the NHAI.



14. The NHAI may resume the said lands or any part thereof at any time, without payment of any compensation to the Forest Department. The Forest Department will remove trees from such land or part of land on NHAI's request, or will give permission to NHAI to remove trees.
15. The NHAI staff would be free to carry out their normal work in connection with maintenance of National Highways, they shall not be prevented while moving in the performance of their duties on such lands.
16. Forest Department will be competent to deal any damage or loss of plantation/trees by other than NHAI officials, according to the provisions of the applicable acts and rules of the state.
17. Forest Department will be given possession of land free from all encumbrances. In case of encroachment on such land, the NHAI authorities shall get it vacated and fix boundary pillars before handing over.
18. This MoU will be applicable with effect from the date it is signed by both parties.

The essence of this MOU is to implement the plantation activity in the most effective manner using the expertise, knowledge and resources of both the organizations in furtherance of their common objectives.

This MoU signed on by the Authorized Officer of concerned State Forest Department and Project Director, PIU Jalandhar, NHAI of the day of 24th of month December & year 2019


 (...Jarnail Singh P.F.S....)
 State Forest Department DFO Gurdaspur.
 Place: Jalandhar.
 Date: 24/12/19


 (Y.P.S. Jadon)
 Project Director
 Place: Jalandhar
 Date:

Typed copy of Annexure R-4/3

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**NHAI AND STATE FOREST DEPARTMENT FOR PLANTATION ON
NHAI LANDS**

**(TO BE EXECUTED THROUGH REGIONAL OFFICERS OF STATE
FOREST DEPARTMENTS AND NHAI)**

This Agreement made this 24th day of month December & year 2019 between the Presidents of Union of India acting through Project Director, PIU Jalandhar, National Highways Authority of India having its registered office at 5 & 6 Sector 10, Dwarka New Delhi 110075 (hereinafter called the NHAI which term shall include the successors) of the one part.

And

The Forest Department, Punjab state having its registered office at Sec 68, S.A.S. Nagar (hereinafter called the Forest Department which term shall include his successors of the other part). The agreement will be signed between the concerned Project Director. Project Implementation Unit of NHAI or any officer authorized by Regional Officer concerned (not below the rank of project director) & the concerned Forest officer (not below the rank of DFO) having jurisdiction over the project the site.

Whereas

1. NHAI has been established under the National Highways Authority of India Act, 1998 with the main objective of developing, maintaining and managing highways in the country as entrusted/vested by the Central Government.
2. NHAI undertakes projects related to the development of National Highways at various locations all over India. These projects are formulated and implemented according to policy guidelines of the Govt. for meeting the growing needs of the road transport in the Country.

3. Forest Department, Punjab is the government agency for carrying out the plantation activity in the state and it has sufficient expertise and infrastructure to take up plantations of this magnitude.
4. The NHAI proposes to the Forest Department of Punjab state to take up the plantation project implementation period from 24.12.2019 to 23.12.2024 along Km 16.60 to Km 80.00 of National Highway Land of NH 54.

Now this agreement witnesses and the parties hereby agree as follows:

1. The Forest Department shall from the 24th day of month December & year 2019 take over the management of the said lands for the purpose of plantations of suitable trees of native as well as commercial species. The said lands shall not be deemed to be or declared as "Protected Forest" or "Reserved Forest" or any other 'Forest' category under Indian Forest Act 1927. However, the said land will be managed in accordance with this agreement as per terms and conditions agreed upon by both the Forest Department and NHAI.
2. State Forest Department through their local authorities and workers will be responsible for plantation of tree and shrub species and maintain spacing between ROW to ROW and Plant to Plant for implementation of approved Green Highways Projects (GHPs) as enclosed (A copy of the project to be annexed) following the Green Highways Policy 2015 **and IRC SP-21 2009 Guidelines and other** guidelines as agreed upon in project formulation and implementation during project period. The State Forest Department will also take care for protection of the plantations and trees, fencing, boundary pillars etc.
3. NHAI will release funds to Forest Department according to NHAI OM No 464 dated 19.07.17 as following payment schedule of project period subject to submission of Utilization certificate.

S. No.	Stage of implementation	Payment schedule (% of Project Cost)
1	Zero year (mobilization of advance after signing of agreement)	50%
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4	Third year (maintenance, casualty replacement etc.)	10%
5	Fourth year (plantation maintenance)	10%
6	Fifth year (plantation maintenance)	10%
	Total:	100%

4. NHAI will bear the cost escalation, if not included in project, due to increase in minimum daily wages notified from time to time by competent authorities of the State Government.
5. Forest Department will ensure that the survival of plants should be nearly 90% at the time of handing over the plantation to NHAI. Average height of the plants should not be less than height achieved by the same species growing naturally in that area, except for the reasons beyond human control.
6. Rates suggested in the project are for budgeting purpose. Amount unutilized in one item may be utilized for another item within overall budget limit.
7. The certificate of utilization of funds along with number of trees/plants surviving will be provided to NHAI after every six month.
8. All instructions issued by the NHAI and advisories issued in this matter by the authorities of the NHAI regarding road visibility, planting along inside of curves, minimum distance of planting line from the road, measure for the safety of road shall be strictly followed by the Forest Department while planning the plantation program. The choice of species of plant, models of plantation, cultural operations employed in management and protection of plantation and imposition of reasonable restriction of inter cropping on plantation tree, grazing, burning of grass etc. will be determined by the Forest Department, as per the National Green Highway Policy 2015, IRC Guidelines and applicable rules of the state.
9. NHAI shall hand over the said land to Forest Department free from all encumbrances and encroachments. An inventory of trees already growing on said land shall be jointly taken by NHAI and Forest Department at the time of handing over land to Forest Department and these trees will continue to be of NHAI. Felling of such trees can be done by NHAI in accordance with relevant

Rules/Acts applicable if any, in respect of that area. Revenue from these trees will accrue to NHAI only.

10. Forest Department will use the said land made over only for plantation or for a purpose ancillary there to. However plant nurseries may be developed for developing seedlings for plantations on said land undertaken by the Forest Department. No permanent structure shall, however, be built on such land. NHAI reserves the right to site inspection from time to time.
11. The ownership of the land shall remain vested in the NHAI as here to, and only management thereof will be handed over to the Forest Department for plantation purpose.
12. After raising the plantation, the State Forest Department shall maintain an inventory of all trees on the said land. The abstract of the enumerated trees will be shared with NHAI for information and record.
13. The NHAI shall be entitled and permitted to utilize earth for repairs and formations, to cut branches of trees and also to execute works required for normal functioning of the National Highways in consultation with the concerned Divisional Forest Officer/ Forest Ranger or authority designated to do so by the Forest Department on the said land. The NHAI shall decide the nature of such works and no compensation shall be paid by the NHAI.
14. The NHAI may resume the said lands or any part thereof at any time, without payment of any compensation to the Forest Department. The Forest Department will remove trees from such land or part of land on NHAI's request or will give permission to NHAI to remove trees.
15. The NHAI staff would be free to carry out their normal work in connection with maintenance of National Highways, they shall not be prevented while moving in the performance of their duties on such lands.
16. Forest Department will be competent to deal any damage or loss of plantation/trees by other than NHAI officials, according to the provisions of the applicable acts and rules of the state.
17. Forest Department will be given possession of land free from all encumbrances. In case of encroachment on such land, the NHAI authorities shall get it vacated and fix boundary pillars before handing over.

18. This MoU will be applicable with effect from the date it is signed by both parties.

The essence of this MOU is to implement the plantation activity in the most effective manner using the expertise, knowledge and resources of both the organizations in furtherance of their common objectives.

This MoU signed on by the Authorized Officer of concerned State Forest Department and Project Director, PIU Jalandhar, NHAI of the day of 24 of month December & year 2019.

State Forest Department DFO
Gurdaspur
Place: Jalandhar
Date: 24/12/2019

(Y. P. S. Jadon)
Project Director
Place: Jalandhar
Date:

// True typed copy //



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport & Highways, Govt. of India)

परियोजना कार्यान्वयन इकाई (प. का. ई.) / PROJECT IMPLEMENTATION UNIT (PIU)

ई-09, ड्रीम सिटी/ E-09, DREAM CITY,

अमृतसर - 143115 (पंजाब) / AMRITSAR-143115 (PUNJAB)

Phone : 0183-2911309

E-mail : piuamritsar@nhai.org

nhaipiuamritsar@gmail.com



भारतमाला
प्रगति के पथ पर अग्रसर

No. NHAI/PIU-ASR/NH-15/IE/2023/3353

Dated: 09.12.2023

To,

The Divisional Forest Officer
Gurdaspur

Sub: Construction of Underpass at Sohal Town on Pathankot - Amritsar Section of NH-15 from Km.6.082 to Km.108.502 at Ch. 43+500 under Rectification of Blackspot in the State of Punjab: **Removal of Avenue plantation - reg.**

Sir,

It is submitted that a MoU has been signed between NHAI & Forest Department on 24.12.2019 and accordingly the work of Avenue plantation along the Amritsar-Pathankot section has been carried out by Forest Department.

It is informed that the work of construction of Sohal Underpass at Ch. 43+500 of Pathankot-Amritsar section of NH-15 has been awarded to M/s Vijay Kumar Contractor under the Rectification of Blackspot.

Also there is a requirement of removal of Avenue plantation from Km 42960 to Km 44100 and as per Clause 14 of MoU in case of any upgradation proposed by NHAI the plantation shall be removed by the Forest Department on the request of NHAI.

In this regards, it is requested that the number of plants falling between the above mentioned stretch shall be removed at the earliest.

Yours Faithfully,

(Abdullah Khan)
Project Director
PIU - Amritsar

Copy to: Authorized Signatory, M/s Vijay Kumar Contractor: for kind information and liaisoning with Forest Department for early removal of plants.

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण ANNEXURE R-4/5

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Govt. of India)

प.का.ई - अमृतसर, ई - 09, ड्रीम सिटी, अमृतसर - 143115 (पंजाब)

PIU - Amritsar, E - 09, Dream City, Amritsar - 143115, (Punjab)

ईमेल/Email: piuamritsar@nhai.org; nhaipiuamritsar@gmail.com | दूरभाष/Phone: 0183-2911309



NHAI/PD/PIU-ASR/Sohal/2024/ 2673

Dated: 10.10.2024

To

The Managing Director
Punjab State Forest Development Corporation
Forest Complex, Sector-68 Mohali (SAS Nagar)

**Sub: 4 laning of existing Carriageway from Pathankot to Amritsar section of NH-15".
Buying of Remaining Trees - reg.**

Ref: i. MoEF&CC, File No. 8-17/2010-FC dated 18.10.2022
ii. VKC/PB/Sohal/2024-25/86 Date: 09.10.2024.
iii. DFO, Gurdaspur letter no. 4513 dated 09.10.2024
iv. NHAI/PIU-ASR/Sohal/IE/2024/975 dated 09.04.2024

Sir,

In reference to the above cited subject, your kind attention is invited to MoEF&CC letter dated 18.10.2010 cited in references above vide which the approval of the Competent Authority was conveyed on the diversion of a total of 137.6075 Ha forest land for construction of the subject project from Km. 6.082 to Km. 108 on NH-15 in favour of National Highways Authority of India.

2. It is apprised that the Authority is constructing an underpass in Sohal Town at Ch.43+500 on Pathankot-Amritsar existing Highway. This area has already been diverted by the forest department to National Highway Authority of India during construction of the subject project and the Authority has complied with all the requirements as stipulated in the approval letter of MoEF&CC.

3. Further, it is to submit that the work for construction of an underpass in Sohal Town at Ch.43+500 on Pathankot-Amritsar existing Highway has been awarded to Contractor i.e. M/s Vijay Kumar Contractor and Contract Agreement was signed on 28.11.2023. Consequent upon signing of the Agreement, the appointed date for the same has been declared w.e.f 20.01.2024. The construction of the same is in full swing and 40% physical progress is achieved.

4. It is to humbly apprise that this office vide letter dated 09.04.2024 cited at Ref(iv) above has requested to the DFO, Gurdaspur for removal of trees at subject project site so that contractor can take up the construction activities; however after a lapse of six(6) months the tree marking list has been received on 09.10.2024 (Ref iii) due to which the tree cutting as well as the construction work of subject project got delayed.

5. As the NHAI projects are time - bound and the process of E-Tendering is time consuming which may result in further delay of the construction of subjected work. Therefore, the Contractor of the subjected project vide letter under Ref (1) has submitted

their willingness to buy the remaining trees from PSFDC in order to avoid any further delay and to expedite the cutting of the trees rapidly.

6. In view of the above, it is requested to kindly intimate cost estimate proposal (break-up wise) to be deposited for cutting of standing trees on the subject project so that further necessary action may be taken by this office accordingly.



(Abdullah Khan)
Project Director
NHAI, PIU-Amritsar

Copy to:-

1. Regional Manager PSFDC, Amritsar - For kind information and further necessary action



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ANNEXURE R-4/6

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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Govt. of India)

प. का. ई - अमृतसर, ई - 09, ड्रीम सिटी, अमृतसर - 143115 (पंजाब)

PIU - Amritsar, E - 09, Dream City, Amritsar - 143115, (Punjab)

ईमेल /Email: piuamritsar@nhai.org; nhaipiuamritsar@gmail.com | दूरभाष /Phone: 0183-2911309



NHAI/PD/PIU-ASR/Sohal/2024/3298

Dated: 13.12.2024

To

The Managing Director
Punjab State Forest Development Corporation
Forest Complex, Sector-68 Mohali (SAS Nagar)

Sub: 4 laning of existing Carriageway from Pathankot to Amritsar section of NH-15".
Reminder-1 for Buying of Remaining Trees - reg.

- Ref: i. MoEF&CC, File No. 8-17/2010-FC dated 18.10.2022
ii. VKC/PB/Sohal/2024-25/86 Date: 09.10.2024.
iii. DFO, Gurdaspur letter no. 4513 dated 09.10.2024
iv. NHAI/PIU-ASR/Sohal/IE/2024/975 dated 09.04.2024
v. NHAI/PD/PIU ASR/Sohal/2024/2673 dated 10.10.2024

Sir,

This is in continuation to this office letter cited at Rcf (v) above vide which it was requested to intimate cost estimate proposal (break-up wise) to be deposited for cutting of standing trees on the subject project, as the contractor has submitted their willingness to buy the remaining trees from PSFDC in order to avoid any further delay and to expedite the cutting of the trees rapidly.

2. However, it is humbly apprised that more than two months have been passed but, no action is taken by Managing Director, Punjab State Forest Development Corporation in regard to intimate the cost estimate required for purchasing of trees. It is to further apprise that no E-tender was invited in respect to cutting of standing trees on the subject project.

3. In view of the above, it is again requested to kindly intimate cost estimate proposal (break-up wise) to be deposited for cutting of standing trees on the subject project so that further necessary action may be taken by this office accordingly.

Encl: As above

(Abdullah Khan)
Project Director
NHAI, PIU-Amritsar

Copy to:-

1. Sh. Kuldip Lomis - Advisor (Plantation), NHAI, RO-Chandigarh - for kind information and necessary action please.

BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO.779 OF 2024

IN THE MATTER OF:

Dinesh Gupta

...Applicant

Versus

State of Punjab & Ors.

...Respondents

KNOW ALL to whom these presents shall come that I, Abdullah Khan, Project Director, Respondent No.4 / National Highway Authority of India do hereby appoint

SINGHANIA & PARTNERS LLP.

ADVOCATES & SOLICITORS

P-24, Green Park Extension, New Delhi - 110016

Phone : 011-47471414, Fax : 011-47471415

Email : madhu@singhania.in

Hereinafter called the Advocates to be our Advocates in the above-noted case and authorize them:

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Courts.

To sign, file and represent pleadings, appeals, cross objections or petitions of execution review, revision, restoration, withdrawal, compromise or other petitions, replies, objections or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages. To file and take back documents.

To withdraw or compromise the said case or submit of arbitration any differences or disputes that may arise touching or in any manner relating to the said cause. To take out execution proceedings.

To deposit, draw receive moneys and grant receipt therefore and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said cause.

To appoint and instruct any other legal Practitioner authorizing him to exercise the powers and authority hereby conferred upon the Advocates whenever they may think fit to do so.

AND We undertake that We or our duty authorized agent would appear in the Court on all hearings.

AND We, the undersigned do hereby agree to ratify and confirm all acts done by the Advocates or their substitute in the matter as our own acts, as if done by us to all intents and purposes.

AND We, the undersigned do hereby agree that in the event of the whole or any part of the fee agreed by us to be paid to the Advocates remaining unpaid they shall be entitled to withdraw from the prosecution of the said cause until the same is paid up. If any costs are allowed for an adjournment, the Advocates would be entitled to the same.

IN WITNESS WHEREOF, We do hereunto set our hand to these presents the contents of which have been understood by me/us on this 19th day of February, 2025.

Madhu Singha
ADVOCATES
D/16/1/17,

Lpoo

Atk

D/4907/2018

D/4039/2023

[Signature]
CLIENT

Ranvir
D/16/52/2019
9918392824

परिचालक निदेशक/Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highways Authority of India
परियोजना कार्यालयन इकाई अमरावती