

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, NEW DELHI
Original Application No. 955/2024

In the case of: -

President Municipal Committee Thathri

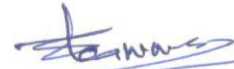
V/s

Union Territory of J&K & Ors

In the matter of:- INDEX

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25-11-2024



Answering Respondent
through counsel,

G.M. Kawoosa
(Advocate for Resp. No. 1 & 6).

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

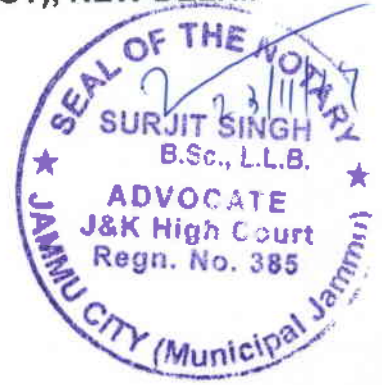
Original Application No. 955/2024

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 Ratle 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 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."

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.


Managing Director
Jammu & Kashmir State Power
Development Corporation Limited

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)

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.



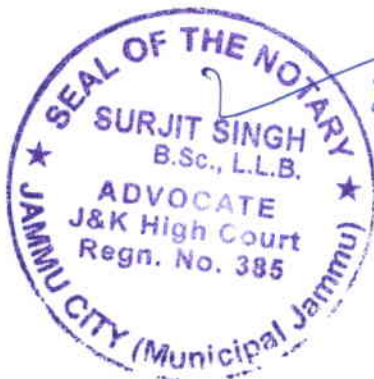
DEPONENT
Managing Director
Jammu & Kashmir State Power
Development Corporation Limited

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



23/11/24

Execution Admitted Hence Attested

NOTARY PUBLIC

23/11/24

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 Gol, 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 Gol, 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 Gol 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.



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


(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

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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)



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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

Singh

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.

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 Ratle 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 Ratle 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:-

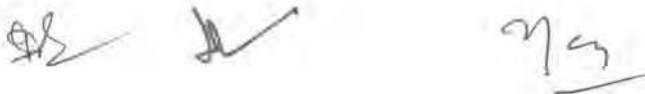
The timely and pari passu contribution towards their share of equity shall be the responsibilities of the parties to this Memorandum of Understanding .

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

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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:-

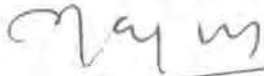
This Supplementary Memorandum of Understanding read together with the Memorandum of Understanding of 03rd February, 2019 (Appendix-I) shall remain valid for a period of two years from the date of the signing of this Supplementary Memorandum of Understanding or until the formation of JVC, whichever is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



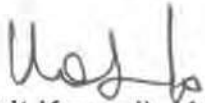
(Raja Yaqoob Farooq), IRS-IT
03/01/2021
Managing Director,
Jammu and Kashmir State Power
Development Corporation Ltd.

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



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Jammu and Kashmir

e-Stamp

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 Ralle 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

Sanjeev Arora
Rajesh Kohli

KC 0002281544

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.

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


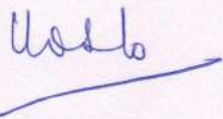

Jammu and Kashmir State Power Development Corporation Limited (hereinafter referred to as 'JKSPDCL'), a company incorporated under the Companies Act, 1956 having its registered Office at Exhibition Ground, Srinagar-190001 through its Managing Director, which expression shall unless repugnant to the context 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.

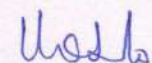
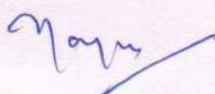
NOW, THEREOF IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

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.



- 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

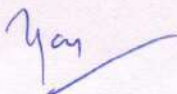
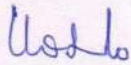
- 2.1 The Parties hereby decide and agree to jointly establish a Company under the name and style of "**Ratle Hydroelectric Power Corporation Limited**" upon the terms & conditions contained in this Agreement. The Company shall obtain all necessary and requisite certificates, approvals, licenses, permissions 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

meeting its working capital / capital requirement from the due date till the amount is subscribed.

- (c) The Company shall subject to applicable provisions of the Act and Articles of Association, make uniform calls from time to time upon the Shareholders in respect of the amounts remaining unpaid on the issued shares, as the Board may deem fit and appropriate.
- 4.5 If at any time the Company decides to increase its Authorised Share Capital beyond Rs. 1600 Crore in accordance with its Articles of Association, the Parties hereto shall be under the contractual obligation to subscribe to such increased Authorised Share Capital in the Agreed Proportion as mentioned in Para 4.2 above. For subscriptions to such increased Authorised Share Capital, they may however, enter into a supplementary Agreement on mutually agreed basis, which, on execution, shall form part of this Agreement.
- 4.6 Timely and pari passu contribution towards their share of equity shall be the responsibility of the parties to this Promoters' Agreement. The equity contribution of JKSPDC shall be provided as Grant by Government of India and 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. Whereas, NHPC shall invest the equity from its Internal Resources (IR).

SECTION-5

5.0 BOARD OF DIRECTORS

- 5.1 The Company shall be managed by its Board of Directors, which shall be responsible for formulating the overall policies of the Company in all matters and shall supervise the conduct of the affairs and operations of the Company. The Management Structure of the JVC shall be as mutually agreed.
- 5.2 The Chairman of the Board of Directors shall be a Non-executive Professional, who shall be appointed by Government of Union Territory of Jammu and Kashmir in consultation with NHPC. The Chief Executive Officer (CEO) shall be responsible for day to day management of the JVC. The post of Chief Executive Officer (CEO) shall be below Board Level and shall be the nominee of NHPC. Directors at all-time should be in proportion of equity portion of JV partners. 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.

- 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

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

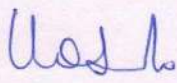
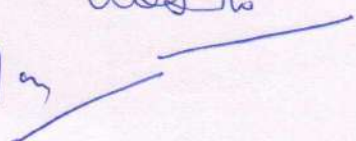
made for employment at a rate not lower than the minimum wages admissible.

- 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.

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- 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".

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 Rattle 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.

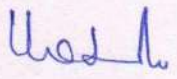

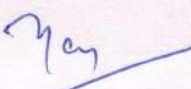
- 15.3 In the event of any one or more of the provisions contained in this Agreement becoming invalid, illegal or unenforceable in any respect under any applicable law, the remaining provisions contained therein shall not in any way be affected or impaired thereby and shall be fully enforceable.
- 15.4 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, Gol 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

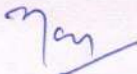
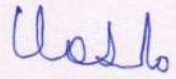
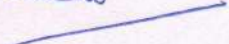
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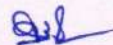
SECTION-20**20.0 FURTHER ASSURANCE**

- (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,

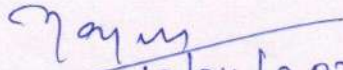






law suits and other proceedings judgments and awards, the reasonable cost and expenses (including, but not limited to, reasonable attorney's fee) arising directly or indirectly, in whole or in part, out of the breach of this Article by such Party, whether committed by the indemnifying Party, its employees,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

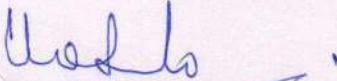

13/04/2021

(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

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

Paryavaran 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 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. 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:

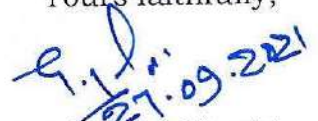
- (i) Any change in scope of work will attract the provisions of the Environment (Protection) Act, 1986 and Environmental Impact Assessment Notification, 2006 in conjunction with the subsequent amendments/ circulars.
- (ii) All conditions stipulated in the EC letter No. J-12011/39/2010-IA.I dated 12th 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'

Subject: Authorization to Power Development Department to lease out land to Ratle Hydroelectric Power Corporation Limited (RHPCL) 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 RHPCL 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.

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	---

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 JKSPDC . 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--JKSPDC, 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 Go.J&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, Go.J&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	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	----	<p>Draft RFP indicating the Scope of Independent Engineer submitted to MD, JKSPDC vide email dt 05th 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.</p> <p>During the review meeting held on 16th April 2014, MD--JKSPDC informed that the process is being initiated for appointment of independent Engineer as per the PPA conditions.</p>
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				<p>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.</p> <p>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.</p>
21	Constitution of Implementation committee of EMP / R&R Plan at field level under the chairmanship of Divisional Commissioner, Jammu				<p>The MD, JKSPDC and Prl. 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.</p>
22	Letter of Consent to Assignment in favour of Lenders	---	---	---	<p>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.</p> <p>It is informed that the acknowledgement would be furnished immediately after signing of Land Lease agreement.</p>
23	Notice of Assignment			---	<p>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.</p> <p>It is informed that the acknowledgement would be furnished immediately after signing of Land Lease agreement.</p>
24	Laying of Foundation Stone for Ratle HEP			25-06-2013	<p>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 25th June 2013.</p>

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: <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="text-align: center; border-bottom: 1px solid black;">Date of Payment</th> <th style="text-align: center; border-bottom: 1px solid black;">--Amount Paid</th> </tr> </thead> <tbody> <tr> <td>• 1st instalment towards acquisition of State / Private land</td> <td style="text-align: center;">----- 22-06-2011</td> <td style="text-align: center;">-- Rs.32.00 Crs.</td> </tr> <tr> <td>• 2nd instalment towards acquisition of State / Private land</td> <td style="text-align: center;">----- 13-09-2011</td> <td style="text-align: center;">-- Rs.02.50 Crs.</td> </tr> <tr> <td>• 3rd instalment towards transfer of Forest land of 138.93 Ha.</td> <td style="text-align: center;">----- 27-07-2012</td> <td style="text-align: center;">-- Rs.14.50 Crs.</td> </tr> <tr> <td>• 4th instalment towards acquisition of State / Private land</td> <td style="text-align: center;">----- 18-10-2012</td> <td style="text-align: center;">-- Rs.14.00 Crs.</td> </tr> <tr> <td>• 5th instalment to allow the usage of State Land falling under SF</td> <td style="text-align: center;">----- 05.02.2014</td> <td style="text-align: center;">-- Rs.03.20 Crs.</td> </tr> <tr> <td>Total land premium paid</td> <td style="text-align: center;">----- --</td> <td style="text-align: center;">-- Rs.66.20 Crs.</td> </tr> </tbody> </table>						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.
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II c	<p><u>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.</u></p> <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>

				<p style="text-align: center;">156</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 style="text-align: center;">56</p> <p>A Joint meeting of project level committee and District Level Committee has been convened at 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 style="text-align: right;">-- Rs.00.2565 Crs.</p> <p style="text-align: right;">-- Rs.10.00 Crs.</p> <p style="text-align: right;">-- 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
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
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 Kisthwar 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, Kisthwar 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, Go.JK accorded sanction for 2 MW Power Load connection in favour of GVK RHEPPL for construction of 850 MW Ratle HEP, at Drabshalla, Kisthwar 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, Kisthwar 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 Kisthwar 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 onwards 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 Kisthwar. • 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, Kisthwar on 06.11.2013. 				
VI Re-alignment of National Highway NH 244 (NH 1B) from km. 87.1 to 90.9 of Batote Kisthwar :					
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.

Rs.7.5 crores has been paid against the payment of 18 crs. towards first instalment as per the ~~MD~~ 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.

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.

Construction of road formation completed for 2.5 Kms stretch in Kandini / Phagumarh area.

2	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. <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. 0021010100009058 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	Engagement of Private Agency for providing Security at Project site, Drabshalla: <ul style="list-style-type: none"> During the site visit of Mr. Prasanna Reddy along with Mr. PMK Gandhi, Mr. Niranjana 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	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:			
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	Grant of final Mega Power Project Status by Ministry of Power (MOP), GOI :			
1	Grant of in-principle Mega power project status		13.11.2011	In-principle Mega Power Project Status was granted by MOP on 30th 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, Roorkee (IRI) have been appointed as Consultants and Work Order issued on 9th July 2011for 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
161					
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.

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

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. IFCJ/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).

**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>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 28.01.2013and 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>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,

A handwritten signature in black ink, appearing to be 'Sanjeev Malhotra', written over a circular stamp or seal.

(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 made effluent shall be treated as per norms to meet the environment standards of EP Act 1986.



renewal/Expansion of Consent on the Site www.jkocmms.nic.in directly

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 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 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 handling 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.jkpcmc.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.

'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

Before The Honble National Green Tribunal, New Delhi

O.A. No. 955 / 2024

RE:

President, Municipal Committee, TathaiPlaintiff/s

VERSUS

Union Territory of J&K ~~DOGS~~Defendant/s
VAKALATNAMA

Know all to whom these presents shall come that I/we Sh. Bankaj Magotra the above-named Defendant do hereby appoint Sh. G.M.KAWOOSA, Adv. (hereinafter called the advocate/s) to be my/our advocate in the above-noted case authorize him: -

To Act, appear and plead in the above-noted case in this court or in any other court in which the same may be tried or heard and also in the appellate court including High Court subject to payment of fees separately for each court by me/us.

To sign, file, verify and present pleadings, applications, appeals cross – objections or petitions for executions review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages & future subjects to payment of fees for each stage.

To file and take back documents, to admit and/or deny the documents of opposite party.

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To make execution proceedings.

The deposit, draw and receive money, cheques, cash and grant receipts hereof 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 case.

To appoint and instruct any other legal practitioner authorizing him to exercise the power and authority hereby conferred upon the advocate whenever he may think fit to do so and to sign, the power of attorney on our behalf.

And I/we the undersigned do hereby agree to ratify and confirm all acts done by the advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.

And I/We undertake that I/We or my/our duly authorised agent would appear in Court on all hearings and will inform the advocate for appearance when the case is called.

And I/We undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the advocate which he shall receive and retain for himself.

And I/We the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fees is paid, I/We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.


IN WITNESS WHERE OF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this 23 day of November 2024.

Accepted subject to the terms of the fees.



Advocate

G.M. Kawoosa
(Advocate for Rep. 1 & 6)


Managing Director
Client
Jammu & Kashmir State Power
Development Corporation Limited

(Bankaj Magotra)