

457

IN BEFORE THE NATIONAL GREEN TRIBUNAL AT PRINCIPAL
BENCH, NEW DELHI

(Under Section 14 read with Section 15 and 18(1) of the National Green
Tribunal Act 2010)

ORIGINAL APPLICATION NO. 523 OF 2025

IN THE MATTER OF:

Bijli Mahadev Mandir Committee

.....Applicant

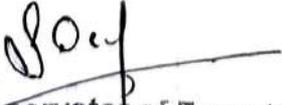
Versus

Union of India and Others

...Respondents

RESPONSE ON BEHALF OF RESPONDENT NO. 4 & 5 THROUGH
CONSERVATOR OF FOREST , CIRCLE KULLU, HIMACHAL
PRADESH.

BHIM SEN
Cath Commissioner
Dist Court, Kullu


Conservator of Forests
Kullu Forest Circle, Kullu

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

*(Under Section 14 read with Section 15 and 18(1) of the National Green
Tribunal Act 2010)*

ORIGINAL APPLICATION NO. 523 OF 2025

IN THE MATTER OF:

Bijli Mahadev Mandir Committee

.....Applicant

Versus

Union of India and Others

...Respondents

INDEX

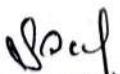
SR. NO.	PARTICULARS	PAGE NO'S
1.	Response on behalf of Respondent No.4 & 5 through Conservator of Forest, Circle Kullu, Himachal Pradesh. Alongwith Affidavit	1-11
2.	<u>ANNEXURE A:-</u> A true copy of the Definitive Agreement between the Respondent State and the National Highway Logistics Management Limited (NHLML) dated 23.01.2024.	12-19
3.	<u>ANNEXURE B:-</u> A true copy of the Stage I approval accorded by the Regional Office Chandigarh, Ministry of Environment & Forests (MoEF) Government of India to the Additional Chief Secretary (Forest), Himachal Pradesh Government dated 08.07.2024.	20-22

bhIM SE*
Oath Commissione.
nistt Court, Kullu

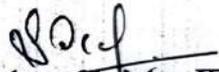

Conservator of Forests
Kullu Forest Circle, Kullu

4.	<u>ANNEXURE C:-</u> A true copy of the Working Permission accorded by DFO Kullu to Zonal Officer (Northern Region) National Highway Logistics Management Ltd dated 27.07.2024.	23-29
5.	<u>ANNEXURE D:-</u> A true copy of the record showing the alignment of total 203 trees for the Bijli-Mahadev Ropeway Project.	30-37
6.	<u>ANNEXURE E:-</u> A true copy of the record showing the cutting of 67 trees for the development of Bijli Mahadev Ropeway Project.	38-39
7.	<u>ANNEXURE F:-</u> A true copy of the amount transferred by the Deputy General Manager, Ropeway & Rapid Transport System Development Corporation Shimla to DFO, Kullu dated 23.01.2025.	40-42
8.	<u>ANNEXURE G:-</u> A true copy of the amount transferred by the Deputy General Manager, Ropeway & Rapid Transport System Development Corporation Shimla to DFO, Kullu for Compensatory Afforestation and Net Present Value (NPV) dated 23.01.2025.	43-44

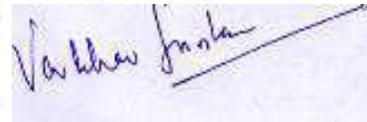
BHIM SEN
Oath Commissioner,
Distt Court, Kullu


Conservator of Forests
Kullu Forest Circle, Kullu

9.	<u>ANNEXURE H:-</u> A true copy of the permission for cutting of trees granted by DFO, Kullu to the Project Manager NHLML dated 07.03.2025.	45-46
10.	<u>ANNEXURE I:-</u> True copies of the FRA Certificates issued by District Collector, Kullu in favour of NHLML dated 31.05.2023.	47-74
11.	<u>ANNEXURE J:-</u> A true copy of the final approval for diversion of forest land under FCA dated 04.09.2025.	75-77


Sandeep Sharma, IFS
Conservator Forest
Kullu, Himachal Pradesh
Conservator of Forests
Kullu Forest Circle, Kullu

Through
Vaibhav Srivastava (Advocate)



Date: 12.11.2025
Place:

SHIM SEN
Oath Commissioner,
Distt Court, Kullu

461

IN BEFORE THE NATIONAL GREEN TRIBUNAL AT PRINCIPAL
BENCH, NEW DELHI

(Under Section 14 read with Section 15 and 18(1) of the National Green
Tribunal Act 2010)

ORIGINAL APPLICATION NO. 523 OF 2025

IN THE MATTER OF:

Bijli Mahadev Mandir Committee

.....Applicant

Versus

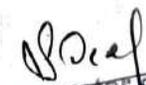
Union of India and Others

...Respondents

**RESPONSE ON BEHALF OF RESPONDENT NO. 4 & 5 THROUGH
CONSERVATOR OF FOREST, CIRCLE KULLU, H.P.**

1. The Respondent No. 5 i.e. Himachal Pradesh Forest Department aims of making the Respondent State a Green Energy State and Ropeway transport with least footprint is green, safe, congestion free and ecofriendly mode of transport which will help the Respondent State to achieve this goal. The Respondent State will benefit from this ecological mode of transportation that reduces carbon emissions, minimizes land use, preserves the scenic beauty, enhances overall mobility in the city and provide ease of living.
2. The Ropeway Projects are green ecofriendly projects which can contribute to sustainable development alongside climate change mitigation and adaptation efforts in the following ways:
 - a. **Reduced Emissions:**
Ropeway systems often rely on electric power, which can be sourced from renewable energy sources such as solar or wind. Utilizing clean energy for the operation of ropeways helps reduce greenhouse gas emissions compared to conventional modes of transportation that rely on fossil fuels.
 - b. **Reduced Traffic Congestion:**

DHIM SEN
Oath Commissioner,
Distt Court, Kullu


Conservator of Forests
Kullu Forest Circle, Kullu

In all urban cities like Shimla, Kullu, Manali & Dharamshala face challenges related to traffic congestion, especially during peak tourist seasons. Introducing Ropeway Transport systems can help alleviate congestion by providing an alternative mode of transportation. Ropeways can efficiently transport a large number of passengers in a short period, reducing the number of vehicles on the roads and improving overall traffic flow.

c. Alternative Transportation:

Ropeways provide an alternative mode of transportation that can help reduce reliance on fossil fuel vehicles and minimize congestion on roads. By encouraging people to use the ropeway instead of individual vehicles, it can help reduce carbon emissions from transportation and alleviate traffic-related issues. La Paz, Bolivia ropeway has resulted in significant time savings in daily traffic with minimal use of land/resources and has provided an integrated mobility solution for everyone.

d. Integration with Existing Transport Infrastructure:

Ropeways can be integrated with existing transportation networks, including road and public transportation systems, to ensure seamless connectivity and convenience for passengers.

e. Enhancing Accessibility:

Ropeway systems can enhance accessibility to various parts of Respondent State including hilly terrains that are otherwise challenging to reach. This can improve connectivity for residents, visitors, and local businesses, promoting economic development and tourism while reducing the reliance on individual vehicles.

f. Tourism Promotion:

[Signature]
 Conservator of Forests
 Kullu Forest Circle, Kullu

SHIM SEN
 District Commissioner
 Distt. Court, Kullu

Ropeways can contribute to sustainable tourism development by providing visitors with a scenic and eco-friendly transportation option. It can attract tourists who are conscious of their carbon footprint and prefer low-impact modes of travel, contributing to a more sustainable tourism industry in the Respondent State.

g. Adaptation to Changing Climate:

In regions like Himachal Pradesh, where climate change impacts such as reduced snowfall are affecting traditional winter sports, a Ropeway System can provide an alternative means of accessing mountainous areas for recreational activities. It allows for continued tourism and economic opportunities even in the absence of sufficient snowfall, thereby supporting adaptation to the changing climate.

h. Minimized Land Use:

Compared to traditional road infrastructure, ropeway systems require minimal land use. They can be constructed without significant disturbance to natural habitats, forests, or agricultural land. This helps preserve the ecological balance and minimize the environmental footprint of transportation infrastructure in Respondent State.

i. Environmental Conservation:

Constructing a ropeway system with careful consideration of environmental factors, such as minimizing disruption to ecosystems, can help preserve the natural environment. It can reduce the need for constructing additional roads or expanding existing infrastructure, which may have more significant environmental consequences.

j. Sustainable Development Goal:

The primary Sustainable Development Goal (SDG) that addresses the reduction of CO₂ emissions is Goal 13: Climate Action. Goal 13 calls for urgent action to combat climate change and its impacts. It sets

DHIM S/O
Oath Commission
Distt Court, Kullu

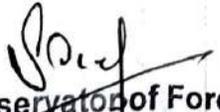
[Signature]
Conservator of Forests
Kullu Forest Circle, Kullu

specific targets to strengthen resilience and adaptive capacity, promote climate change education, and mobilize financial resources to support climate-related activities. This Goal aims to encourage countries to take concrete actions to reduce CO₂ emissions, promote renewable energy, increase energy efficiency, and mitigate the impacts of climate change. Additionally, other SDGs, such as Goal 7: Affordable and Clean Energy and Goal 9: Industry, Innovation, and Infrastructure, also contribute to CO₂ emissions reduction through their focus on sustainable energy and sustainable industrial practices. Ropeways as a solution will help reach the Respondent State reduce its CO₂ emission one of the goals of SDG.

3. Accordingly with a view to enhance the rural connectivity, the Respondent State conceived 800 m long Mata Baglamukhi Ropeway near Pandoh in District Mandi, first Ropeway Project in India to be funded under NABARD Rural Infrastructure Development Fund (RIDF). This Ropeway was made operational on 03.12.2024. During the disaster in recent monsoons w.e.f 30.06.2025, all roads connecting to Kuklah valley in District Mandi, were snapped with no road connectivity to the local inhabitants. This Mata Baglamukhi Ropeway has become the lifeline of the local population and has transported more than 11000 local commuters and 18.5 Tonnes of material till 30.09.2025. So far more than 1,00,000 passengers have used this ropeway, since its start of operation.

4. In addition, the Respondent State has conceived an urban ropeway transport network project of Rs. 1734 crore and 13.79 km span for decongestion of Shimla city. This ropeway project will have 13 boarding/deboarding and 1 turning station and is in advance stages of approval from the competent Authority. This project will contribute immensely in bringing down traffic congestion & pollution and improving the quality of life at the same time.

BHIM SEN
Oath Commissioner
Distt Court, Kullu


Conservator of Forests
Kullu Forest Circle, Kullu

5. It is apprised in order to decongest National Highway from Parwanoo to Shimla, an alternative ropeway transport on Public Private Partnership (PPP) mode with a total length of 40 km with the capital cost of INR 5602 crore has been planned. This ropeway will offer a scenic, fast and eco-friendly alternative to the heavily congested and landslide-prone NH-5 highway, which currently serves as the primary road link between the two towns. The main aim of the project is to reduce the travel time between Parwanoo & Shimla. It also seeks to decongest road traffic, especially during the tourist-heavy seasons, and promote sustainable, eco-friendly tourism in the state. The ropeway will serve as a reliable mode of transport in all weather conditions, making it a particularly valuable option during monsoons and winter months when landslides or snowfall often block road access.
6. As is evident from above submissions, the Respondent State is committed to develop ropeways in the State as an alternative mode of Transport for Rural connectivity, Urban decongestion, all weather connectivity to remote & tribal areas and Religious Tourism.
7. The Respondent State signed a Definitive Agreement with National Highway Logistics Management Limited (hereinafter referred to as NHLML) having a 100% SPV (Company) of National Highway Authority of India (NHAI), a Statutory Authority of the Ministry of Road Transport and Highways (MoRTH) Govt. of India on 23.01.2024 for development of Bijli Mahadev Ropeway project wherein NHLML was entrusted with the responsibility for complete execution of this project starting from initial surveys, preparation of Detailed Project Report, Tenders, all kind of work related to construction, implementation and operation & maintenance of the project.
- True copy of the Definitive Agreement between National Highway Logistics Management Limited (NHLML) and the Respondent State dated 23.01.2024 is annexed and marked as **Annexure A**.

BHIM SEN
Oath Commissioner
Distt Court, Kullu

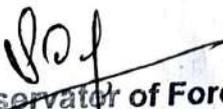

Conservator of Forests
Kullu Forest Circle, Kullu

8. Bijli Mahadev Ropeway Project is therefore being executed by National Highway Logistics Management Limited (NHLML), a 100 % SPV (Company) of National Highway Authority of India (NHAI), a Statutory Authority of the Ministry of Road Transport and Highways (MoRTH) Govt of India. This ropeway project of 2.84 km length will provide connectivity to Bijli Mahadev Temple from Kullu with the project cost of Rs. 278.62 Cr.
9. NHLML is responsible for complete execution of this project starting from initial surveys, preparation of Detailed Project Report, Tenders, all kind of work related to construction, implementation and maintenance of the Project. The Tender has been awarded to the Concessionaire M/S Ravi Infra-build Engineers Pvt Ltd on 23.01.2024. That 3.1102 hectare of Forest land has been diverted for this project and the working permission to commence the construction activities related to this ropeway has been accorded by DFO Kullu on 27/07/2024 as per Rule 10(10) of van (Sanrakshan evam Samvardhan) Adhiniyam 1980.
10. The role of the State Government is limited to providing land for the project, utility shifting, facilitate linking of the ropeway project with utility agencies of the Sate Govt i.e. electric supply, water supply, sewage connection etc.

HEM SEN
Distt Commissioner
Distt Court, Kullu

11. As informed by NHLML all requisite approvals have been taken under FCA for diversion of 3.1102 Ha of forest land. The Stage I approval accorded by the Regional Office Chandigarh, Ministry of Environment & Forests (MoEF) Govt of India & Working Permission accorded by DFO Kullu.

True copies of the Stage I approval accorded by the Regional Office Chandigarh, Ministry of Environment & Forests (MoEF) Govt. of India to the Additional Chief Secretary (Forest), Himachal Pradesh Government dated 08.07.2024 & Working Permission accorded by


Conservator of Forests
Kullu Forest Circle, Kullu

DFO, Kullu to Zonal Officer (Northern Region), NHLML dated 27.07.2024 are herewith annexed and marked as **Annexure B & C** respectively.

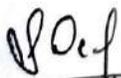
12. As informed by NHLML all requisite approvals have been taken under FCA for diversion of 3.1102 Ha of forest land. The Final Approval has been accorded by the Regional Office Chandigarh, Ministry of Environment & Forests (MoEF) Govt of India on 04.09.2025.

13. That the total number of trees coming in the alignment of Bijli - Mahadev Ropeway Project are 203, however after considerable realignment, the number of trees to be fell were brought down to 72, as of now only 67 trees have been fell. A true copy of the record showing the alignment of total 203 trees for the Bijli- Mahadev Ropeway Project is annexed and marked as **Annexure D** and a true copy of the record showing the cutting of 67 trees is annexed and marked as **Annexure E**.

14. That the total cost of trees, for the development of the **Bijli Mahadev Ropeway Project** amounting to **Rs. 4,24,03,981/-** has been transferred by the Deputy General Manager, Ropeway & Rapid Transport System Development Corporation Shimla to DFO, Kullu on 23.01.2025. True copy of the amount transferred by the Deputy General Manager, Ropeway & Rapid Transport System Development Corporation Shimla to DFO, Kullu dated 23.01.2025 is annexed and marked as **Annexure F**.

15. That the Compensatory Afforestation (CA) and Net Present Value (NPV) amounting to Rs. 51,32,110/- was also transferred by the transferred by the Deputy General Manager, Ropeway & Rapid Transport System Development Corporation Shimla to DFO, Kullu on 23.01.2025. True copy of the amount transferred by the Deputy General Manager, Ropeway & Rapid Transport System Development Corporation Shimla to DFO, Kullu for Compensatory Afforestation and

DHIM SEN
Oath Commissioner,
Distt Court, Kullu


Conservator of Forests
Kullu Forest Circle, Kullu

Net Present Value (NPV) dated 23.01.2025 is annexed and marked as **Annexure G.**

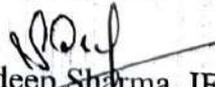
16. The permission for cutting of trees has been accorded by the DFO, Kullu to the Project Manager NHLML vide letter bearing no. 6163 on 07/03/2025, after the compliance of Stage-I conditions. True copy of the permission for cutting of trees granted by DFO, Kullu to the Project Manager NHLML dated 07.03.2025 is annexed herewith as **Annexure G** and the true copy of the letter showing compliance of Stage I conditions dated 23.02.2025 is annexed and marked as **Annexure H.**

17. The National Highway Logistics Management Limited (NHLML) being Executive Agency, however as per information supplied by them, FRA certificates for the land involved in this project has been issued by District Collector, Kullu vide No. 1184,1185,1186 and 1187 dated 31.05.2023 and subsequent to which the Final Approval for diversion of forest land under FCA has already been obtained on 04.09.2025.

True copies of the FRA Certificates issued by District Collector, Kullu in favour of NHLML dated 31.05.2023 is annexed herewith as **Annexure I** and the true copy of the final approval for diversion of forest land under FCA dated 04.09.2025 is annexed herewith as **Annexure J.**

JHIM SEN
Oath Commissioner
Distt Court, Kullu

18. That the above-mentioned response on behalf of Respondent No. 5 i.e Himachal Pradesh Forest Department is submitted before the Hon'ble NGT with the request that the reply may kindly be taken on record.


Sandeep Sharma, IFS
Conservator Forest
Kullu, Himachal Pradesh
Conservator of Forests
Kullu Forest Circle, Kullu

469

Vaibhav Srivastava

Through
Vaibhav Srivastava (Advocate)

Date: 12.11.2025

Place:

VS
Conservator of Forests
Kullu Forest Circle, Kullu

BHIM SEN
Oath Commissioner,
Distt Court, Kullu

470

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

(Under Section 14 read with Section 15 and 18(1) of the
National Green Tribunal Act 2010)

ORIGINAL APPLICATION NO. 523 OF 2025

IN THE MATTER OF:

Bijli Mahadev Mandir Committee

...Applicant

Versus

Union of India and Others

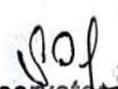
...Respondents

AFFIDAVIT

I, Sandeep Sharma, IFS, Son of Sh. Harish Sharma, aged
49 years, occupation government service, presently
working as Conservator of Forests, Kullu Forest Circle
Kullu, Distt. Kullu H.P. do hereby solemnly affirm and
declare on oath as under:-

1. That I am fully conversant with the facts and
circumstances of the present Original Application

DHIM SEN
Oath Commissioner,
Distt Court, Kullu


Conservator of Forests
Kullu Forest Circle, Kullu

and hence competent and authorized to swear and depose the present affidavit.

- 2. That the contents of reply paras 1- are true and correct to the best of my knowledge, derived from official record, no part of it is false and nothing material has been concealed therefrom.
- 3. I further affirm that the contents of this affidavit of mine are true and correct to my knowledge and belief, no part of it is false and nothing material has been concealed therefrom.

BHIM SEN
Oath Commissioner
Distt Court, Kullu

[Signature]
DEPONENT
Conservator of Forests
Kullu Forest Circle, Kullu

Verified at Kullu on 12th day of November, 2025

Deponent
Identity by me

[Signature]
DEPONENT
Conservator of Forests
Kullu Forest Circle, Kullu

No. 1425
I certify that the affidavit deponee on oath before me
by Sh. *[Signature]* to Sh. *[Signature]*
Dated 12.11.25 his personally identified to me
By Sh. *[Signature]* who is personally
known to me and the contents of the above affidavit
has been read over and explained to the deponent
in vernacular who admitted them to be true at the time of
swearing their oath.

Oath Commissioner
Kullu (H.P.)



AGREEMENT

This Agreement is made on 23rd day, of January, 2024 at New Delhi

BETWEEN

National Highways Logistics Management Limited, a company registered under the Company Act, 2013 having its registered office at NHAI, Head Quarters, G5&6, Sector-10, Dwarka, New Delhi - 110075 acting through Sri Prakash Gaur, Chief Executive Officer (hereinafter referred to as "NHLML."), of the **First Part**.

AND

Governor of the State of Himachal Pradesh acting in its executive capacity and being represented herein by **Ropeways & Rapid Transport System Development Corporation H.P. Ltd. (RTDC)**; a Government of Himachal Pradesh undertaking company, incorporated under the Companies Act, 2013 having its Registered Office at 1112, U.S. Club, Shimla, 171001, (hereinafter referred to as "RTDC", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns), acting through Chairman, RTDC, of the **Second Part**;

(NHLML and RTDC shall collectively be herein referred to as "**Parties**" and individually be referred to as "**Party**" as the case may be)

WHERE AS National Highways Authority of India (NHAI), a statutory authority under the **Ministry of Road Transport and Highways (MoRTH)**, Government of India and having its Head Office at G5&6, Sector-10, Dwarka, New Delhi - 110075 has promoted **National Highways Logistics Management Limited (NHLML)** as its wholly owned entity.

AND WHEREAS, this Agreement is entered between NHLML and RTDC, to undertake development, implementation, construction, operations and maintenance of identified "**Ropeway Project**" in Kullu District of the State of Himachal Pradesh. The Agreement is signed to ensure effective collaboration and co-operation amongst the Parties and to enable expedited implementation of the identified project.

*For the purpose of this Agreement the term "**Ropeway Project**" or "the term "**Project**" shall mean a Cable Propelled Transit System (or any portion thereof, from Nature Park (Mohal) to Bijli Mahadev Temple in Kullu District in the State of Himachal Pradesh for the public carriage*



of passengers and goods and includes all ropes, posts, carriers, stations, office's, warehouse's, workshops, machinery and other works as are used for the purpose of or in connection with all land appurtenant to such transit systems.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree to the following:

1. Purpose:

The purpose of this Agreement is to evolve and establish an institutional framework for cooperation between the Parties, wherein each Party shall bring in its respective expertise, resources and competence with the primary objectives and advocacy on:

- i. The passenger ropeway transport system would play in creating connectivity to tourist locations/ remote areas on a stand-alone basis or in providing first/ last mile connectivity.
- ii. Sustainable and environment friendly development, thereby controlling pollution, minimal land acquisition issues, reducing carbon footprints, etc.
- iii. Ensuring that the passenger ropeway system project is undertaken with learnings from the global technological advancement made and ensuring highest global safety standards.

NOW, THEREFORE in consideration of the above, the Parties hereto propose to enter into a general framework in the form of this Agreement, under which the Parties would seek to co-operate and complement each other's capabilities which are witnessed as follows:

2. Areas of Co-operation:

- i. The Parties hereby undertake to provide for the development, implementation and construction, operations, management and maintenance of identified Ropeway Project from Nature Park (Mohal) to Bijli Mahadev Temple in Kullu district in the State of Himachal Pradesh (**Project**);
- ii. The Parties in mutual consultation and co-operation shall plan and organize the development activities, undertake/ cause to be undertaken field studies and surveys, technical investigations, designing and engineering and detailing of the applicable regulatory framework.
- iii. The Parties shall also co-operate and collaborate using their respective expertise towards understanding, addressing and mitigating the existing challenges, affecting




Director
RTDC

the existing transport system in Kullu district, arising out of or related to geographical limitations, applicable regulations or limited resources etc.

- iv. It is the further intent of the Parties that this Agreement is to ensure effective collaboration and cooperation amongst the Parties for expedited implementation of the Project and facilitate development and construction of Ropeway Project in Kullu district in the State of Himachal Pradesh.
- v. It is also the intent of the Parties that the requirement of various statutory provisions under the applicable laws shall be fully complied with in connection with the matters set out in this Agreement and towards the same the Parties shall, wherever required and to the extent feasible, provide and extent all possible assistance and co-operation to the other.
- vi. The Parties agree that the planning, development, construction and maintenance of the Ropeway Project identified in Kullu District in the State of Himachal Pradesh shall be a cooperative, mutual endeavor in which the Parties shall actively participate and work together in good faith;
- vii. The Parties shall jointly and individually, as the context may require provide all reasonable assistance and support to the investors/ operators of the Project, subject to fulfillment of all eligibility and other terms & conditions as applicable in procuring the relevant and necessary approval, permits and licenses, as may be required, from the concerned authorities whether under the control of State Government or Central Government.

3. Implementation of Project:

The Agreements shall, inter-alia, provide for the preferred modalities and options available for the development of the Project, the manner of implementation of the Project, the expected Project cost and its proposed means of financing and the suggested roles and responsibilities of each of the Party to the agreement.

RTDC authorized NHLML to execute the proposed project independently. RTDC shall formalize their support through a detailed State Support Agreement with NHLML and provide the land on circle rate for development of stations and towers of ropeways along with land for associated commercial development and essential infrastructure facilities to NHLML at its own cost as per prevail Rules of state as grant for the project. RTDC shall also provide the complete Right of Use/ Right of Way with a minimum width of 16 m along the entire alignment except Terminal/ Technical Stations which shall be as per design requirement to NHLML for the proposed Ropeway Project through proper government




Director
RTDC



order. NHLML shall be responsible for the complete implementation / execution of the proposed Ropeway Project.

- i. A system of Project Based Accounting shall be developed for arriving at the Project profitability on Annual Basis.
- ii. Separate Profit and Loss Account and Balance Sheet shall be prepared on annual Basis for the Ropeway Project in line with applicable General Accounting Principles to arrive at Net Distributable Profit/ among the State Govt and NHLML after charging all admissible expenditure, taxes, plus debt instalments, etc.
- iii. The distributable profit shall be shared to State Govt and NHLML on 50:50% basis on account of State Govt investment in land provided on circle rate for the project free from all encumbrances, all utility shifting, local area development, and connectivity etc. and NHLML investment in Capital Expenditure, including supervision charges etc.
- iv. There shall be separate Bank Account for each Ropeway to find out all revenue and expense for the said project to arrive Profit and Loss Account etc. All the Revenue and Expenses shall be from the said bank account.
- v. The Annual Financial Statements shall be audited by practicing independent Chartered Accounts.
- vi. The project is to be implemented under Hybrid Annuity Mode. The funds for project shall be arranged by NHLML in the Debt Equity Ratio as decided by the Authority. The interest on the loan portion shall be charged at average one-year MCLR of Top 5 Scheduled banks plus 2% as per the Standing Finance Committee (SFC) of MoRTH recommendations.

4. Roles and Responsibilities of NHLML:

- i. NHLML on behalf of MoRTH, shall act as the appraisal/ nodal agency for the development of Ropeway Project;
- ii. NHLML shall get the Detailed Project Reports (DPR) prepared including oversight implementation and operations and maintenance of the Project;
- iii. NHLML shall procure approvals for all relevant clearances, approvals, and permissions related to Central Government
- iv. NHLML shall in respect of the Ropeway Project, arrange requisite debt finance for the project and shall independently execute the project



Director
RTDC

- v. The NHLML shall be responsible for all kind of work related to construction, implementation and maintenance of the project. The NHLML shall be sharing 50% of the Distributable Profit on account of Capital Investment in the project.
- vi. NHLML shall be responsible to manage; operate and maintain the Ropeway Project throughout the life term of the Ropeway Project.
- vii. NHLML shall decide, publish, levy, charge and collect and appropriate user fee from the users of the Ropeway Project facilities including from commercial facilities allowed within the Ropeway Project site;
- viii. NHLML shall be responsible to appoint one or more private entities / concessionaires, for all or any one or more of the Ropeway Project facilities on terms and conditions as it may decide throughout the life term of the Project.

5. Roles and Responsibilities of RTDC:

- i. RTDC shall facilitate site visits to the Ropeway Project;
- ii. RTDC shall through the respective State Government Department amend the Building Bye Laws for clearance of aerial space above the habitation for passing the ropeway
- iii. RTDC shall act as nodal agency to assist / facilitate in procuring approvals for all relevant clearances, approvals and permissions related to and under the jurisdiction of Government of Himachal Pradesh such as Consent to Operate, Consent to Establish, Tree cutting, NoC's from building department, fire and other State Govt. departments as required by Concessionaire
- iv. RTDC shall ensure physical hand over of land parcel with the associated right of way required for the development of Ropeway Project on as-is-where-is basis, free from all the encumbrances for the Ropeway Project to NHLML and facilitating land use conversion, wherever required from the relevant State Government departments on account of sharing of 50% of Distributable profit.
- v. RTDC shall facilitate linking of the Ropeway Project with utility agencies of the Government of Himachal Pradesh viz. electric supply, water supply, sewage connection etc. It will further facilitate requisite approvals/ clearances from the concerned regulatory authorities in an expeditious manner, subject to eligibility and approval conditions;
- vi. RTDC shall, through the Government of Himachal Pradesh take or cause to be taken such requisite approvals, decisions and actions, as may be required in this regard, to make available and provide, inter-alia, connections for water and electricity supply,




Director
RTDC

- sewage connection etc. commensurate to the requirements of the Project at concessional rates.
- vii. RTDC shall procure and provide the complete land/ Right of Way required for the Ropeway Project including land on circle rate for Station and Tower location and resolve at its own cost any Removal and Rehabilitation issues arising there-from or related to the Project including payment of compensation; if any;
- viii. RTDC shall procure and provide appropriate land adjacent to the project location for commercial development and parking facilities;
- ix. RTDC shall undertake the shifting of existing utilities falling under the RoW at their own cost through respective Government departments who own the said utilities.

6. Costs:

Unless agreed otherwise, each party shall bear its own respective costs (including relating to or arising from any tax and legal advisory and the legal documentation) undertaken in connection with the preparation, execution and delivery, administration, waiver or modification, and enforcement of this Agreement.

7. Indemnity:

Each Party shall indemnify, defend and hold the other Party and their directors' officers and duly authorized representatives harmless against any third-party claims, losses, damages and expenses howsoever caused and of whatever kind and nature arising out of any gross and negligent breach of this Agreement or with respect to the negligent and willful failure to perform the obligations under this Agreement. However, no Party shall be liable or responsible to the other Party for any and all consequential losses or damages, if any, suffered or claim to be suffered.

8. No Partnership:

- i. This Agreement shall not be construed as a partnership within the meaning of the Indian Partnership Act, 1932 or otherwise, nor shall either of the Parties be construed as an agent of the other.
- ii. It is not the intention of the Parties to form a partnership firm or agency relations under this Agreement.
- iii. Neither Party shall have any authority to represent or make any commitment on behalf of the other.




Director
RTDC

9. Confidentiality:

The Parties to the extent of their respective rights to do so, shall exchange such technical information and data as is reasonably required of each Party to perform its responsibilities under this Agreement.

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 the disclosure to third parties of any or all technical information, data and confidential business information.

10. Arbitration Clause:

In case of any dispute for any provision of this Agreement:

Either Party may call upon the Director and Heads of Departments to come together, discuss in arriving at an amicable settlement thereof. Failing mediation by the Director and Heads of Departments, either Party may require such Dispute to be jointly referred to the Chief Secretary, Government of Himachal Pradesh and Secretary, Ministry of Road Transport and Highways, Government of India for amicable settlement.

11. Validity of the Agreement:

In the event of any Party issue a notice, in terms of this clause 11 seeking to terminate this Agreement, the Parties shall forthwith but in any case, no later than 30 days (thirty) days from the date of receipt of notice by the receiving Party constitute a joint committee to discuss the finalize terms and conditions of termination.

All privileges, liabilities and obligations of each Party accrued or arisen during any time prior to the termination of Agreement or the issuance of notice seeking termination, shall remain valid and subsisting notwithstanding the termination or the notice seeking termination.

12. Modification/Amendment:

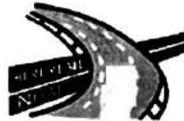
Any modification/ amendment of the terms and conditions of this Agreement, including any modification of the scope of the services, may only be made, and be effective, through written agreement between the Parties. However, each Party shall give due consideration to any proposals for modifications/ amendment made by the other Party.

13. Notice:

Where any notice, request, direction or other communication is required to be given or made by any of the Parties, it shall be in writing and will be effective if sent by registered




Director
RTDC



post, by email or delivered in person, as the case may be or at the address mentioned above or to such other addressee as a Party may designate by giving thirty (30) days prior written notice.

14. Operation of Agreement:

- i. The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure realization of the objectives of this Agreement;
- ii. The Parties also recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

IN WITNESS WHERE OF parties hereto set hands, through their authorized representatives on the deed and affixed their seal on date, month and year first above written.

<p>FOR NATIONAL HIGHWAYS LOGISTICS MANAGEMENT LIMITED</p>	<p>FOR ROPEWAYS & RAPID TRANSPORT SYSTEM DEVELOPMENT CORPORATION H.P. LTD.</p>
<p>Name: Sunil Yadav Title: Chief Operating Officer</p> 	<p>Name: Ajay Sharma Title: Director</p> <p>28/10/24</p> <p>Director Ropeway & Rapid Transport System Development Corporation, Shimla-1 (H.P.)</p>
<p>Witness</p>	<p>Witness</p>
<p>1. Gaurang Garg, Dy. Manager</p>	<p>1. KSHITISH SHARMA (P.A. to Director)</p>
<p>2. Ankit Songrai (Zonal office - Chandigarh)</p>	<p>2. AR. MALISHRI MEHTA (Architect)</p>

480

Government of India

Ministry of Environment, Forest and Climate Change

Sub-Office, Shimla

Regional Office, Chandigarh



सत्यमेव जयते



Online Proposal No.: FP/HP/OTHERS/418659/2023



Dated: 08.07/2024

To:

Additional Chief Secretary (Forest)
Himachal Pradesh Government
Armsdale Building, Shimla
(Email:-forestsecy-hp@nic.in)

Subject:

Diversion of 3.1102 ha of Forest Land in favor of National Highways Logistics Management Limited for the Development of a Ropeway from Nature Park (Mohal) to Bijli Mahadev Temple in district Kullu, under the jurisdiction of Kullu Forest Division, Dist. Kullu, Himachal Pradesh-reg.

Sir/Madam,

Please refer to the above-cited subject seeking prior approval under **Section 2 of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980**, for the diversion of 3.1102 ha of forest land for non-forestry purposes. After careful examination and consideration of the proposal, *In-principle* approval is hereby conveyed for the **Diversion of 3.1102 ha of Forest Land in favor of National Highways Logistics Management Limited for the Development of a Ropeway from Nature Park (Mohal) to Bijli Mahadev Temple in district Kullu, under the jurisdiction of Kullu Forest Division, Dist. Kullu, Himachal Pradesh.** IHP within the jurisdiction of Kullu Forest Division, subject to the following conditions

1. General Conditions

S. No	Conditions
1.1	<ol style="list-style-type: none"> 1. Legal status of the diverted forest land shall remain unchanged. 2. Net Present Value (NPV) of the forest land 3.1102 hectares being diverted for non-forestry purpose may be realized from the user agency, as per Ministry's directions issued vide letters No. 5-3/2011-FC (Vol-I) dated 6th January 2022 and Hon'ble Supreme Court of India's Order WP(C)No. 202/1995, I.A.No. In 566, dated 30th October 2002, 28th March, 2008, 24th April, 2008 and 9th May 2008. 3. Cost of compensatory afforestation as per CA schemes may be realized from the user agency. 4. The Net Present Value (NPV) of the forest land and all other CA levies shall be deposited

S. No	Conditions
	<p>through web portal of Ministry of Environment, Forest and Climate Change www.parivesh.nic.in.</p> <p>5. User agency should ensure that the compensatory levies (CA cost, NPV, etc.) are deposited through challan generated online on web portal and deposited in appropriate bank only. Amount deposited through other mode will not be accepted as compliance of the Stage-I clearance.</p> <p>6. The Divisional Forest Officer shall furnish undertaking that the approved CA site(s) will not be changed without the approval of competent authority.</p> <p>7. The Complete compliance report will be uploaded in the e-portal (https://parivesh.nic.in/).</p> <p>8. The State Government, by Hon'ble Supreme Court, New Delhi, vide WP (C) No. 202/1995, will ensure compliance with the orders issued on 08.02.2023.</p> <p>9. The number of trees/plants to be cut shall not in any way exceed the number shown in the proposal, and no harm shall be done to wildlife during the felling of trees. If muck dumping site is included in the proposal, then no tree will be felled there.</p> <p>10. Compensatory afforestation shall be taken up by the Forest Department over degraded forest land in 6.479 ha, Survey/compartment No.-52H/4, Kail Phat, Beat-Tandla, Tehsil-Kullu, Kullu Forest Divison, Dist-Kullu, at the cost of the user agency. The Plantation shall be done within one year from the date of issue of approval. As far as possible, a mixture of local indigenous species shall be planted and monoculture of any species may be avoided.</p> <p>11. State Govt shall provide the documentary proof, If the proposed CA land is in the name of the State Forest Department. Otherwise, CA land shall be transferred and mutated in favor of State Forest Department before final approval and PF shall be notified under IFA, 1927, as per rules, and related documents shall be presented.</p> <p>12. The State Government shall upload the KML files of the degraded forest area accepted for raising compensatory afforestation in the E-Green watch portal of FSI, before handing over of forest land to the user agency.</p> <p>13. The forest land shall not be used for any purpose other than that specified in the project proposal.</p> <p>14. No damage will be done to the adjoining forest land. Simultaneously, all efforts will be made to save adjoining forest and forest land.</p> <p>15. The user agency shall pay additional amount of NPV as and when increased on the order of Hon'ble Supreme Court and the UT government will ensure that the increased amount is deposited.</p> <p>16. The forest land proposed to be diverted shall under no circumstances be transferred to any other agency, department, or person without approval of the Central Government.</p> <p>17. The layout plan of the proposal shall not be changed without prior approval of Central Government.</p> <p>18. Any other condition may be stipulated by this regional office from time to time, in the interest of conservation, protection and development of forests and wildlife.</p> <p>19. User Agency shall obtain Environmental Clearance as per the provisions of the Environmental (Protection) Act, 1986, if applicable.</p> <p>20. The boundaries of the transferred forest land will be marked by 4 feet high cement pillars with serial numbers written on the front and back.</p> <p>21. No additional or new road will be made inside the forest area for transportation of construction material for execution of project work.</p> <p>22. The user agency shall preferably provide alternative fuel to the workers and staff working at the site, so that the adjoining forest area can be saved from any kind of damage and pressure.</p> <p>23. The muck generated from the construction of the project will be disposed of by the user agency only at the designated site and the muck will not be thrown anywhere else.</p> <p>24. Violation of any of these conditions will amount to a violation of Para 1.16 of Consolidated Guidelines and Clarifications on Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 and Van (Sanrakshan Evam Samvardhan) Rules, 2023, MoEF&CC.</p> <p>25. It will be the responsibility of the State Government/User Agency to obtain all other prior approvals/clearances under all other relevant Acts/Rules/ Court's Rulings/instructions, etc. including environmental clearance, as applicable to this proposal.</p>

S. No	Conditions
1	26. The Permission will be given to this proposal for 99 years, after that permission shall be obtained from the Government of India. The period of diversion under this approval shall be co-terminus with the period of lease to be granted in favor of the user agency or the project life, whichever is less

2. Standard conditions

3. Specific Conditions

S. No	Conditions
3.1	1. The State Govt shall impose the maintenance cost for the unmetalled forest road leading to the forest nursery adjoining to the lower terminal point, ie Valley Station. 2. The felling of trees shall be kept to a minimum out of 72 tress

After receipt of the compliance report on the fulfillment of the conditions mentioned above, the proposal shall be considered for final approval under section 2 of the **Van (Saurakshan Evam Samvardhan) Adhiniyam, 1980**. Transfer of forest land shall not be affected till final approval is granted by the Government in this regard

Copy To

1. Inspector General of Forests (ROHQ), Ministry of Environment, Forest and Climate Change, Indira Paryavaran Bhawan, Jorbagh Road, Aliganj, New Delhi. (E-mail: Ramesh.pandey@nic.in).
2. Nodal Officer-cum-Additional Principal Chief Conservator of Forests (FCA), Government of Himachal Pradesh, Forest Department, Talland, Shimla (E-mail: nodalfcahp@yahoo.com).
3. Divisional Forest Officer, Kullu Forest Division, District Mandi, Himachal Pradesh (E-mail: head-forest/kulhp@hp.gov.in)
4. National Highways Logistics Management Limited, Bays No. 35-28, Sector-4, Panchkula, Chandigarh (Email: nhlmlzonr@gmail.com)

Your's faithfully

Sd/-
Raja Ram Singh
DIGF (C)

Signature Not Verified

Digitally Signed by : Raja Ram Singh
Deputy Inspector General of Forest, IRO

Date: 08/07/2024

No.FCA/ 1676
HP Forest Department

Dated Kullu, the 27/7/2024

From: Divisional Forest Officer
Kullu Forest Division, Kullu.

To: Zonal Officer (Northern Region)
National Highway Logistics Management Ltd.
Bays No. 35-28 Sector-4
Panchkula, Haryana- 134112

Subject: Diversion of 3.1102 ha. of forest land in favour NHLML for the development of ropeway from Nature Park (Mohal) to Bijli Mahadev Temple within the jurisdiction of Kullu Forest Division, District Kullu, HP. (Proposal No. FP/HP/Others/418659/2023) – Regarding Working permission thereof

Sir,

Kindly refer to your office letter No.NHLML/ZO-NR/1/Bijli Mahadev-Ropeway/Forest/1058 dated 26.07.2024 on the above cited subject.

2. In this connection, in compliance of “in principle” approval accorded by MoEF & CC, Govt. Of India on dated 08.07.2024 through Parivesh 2.0, the work permission to commence the construction activities related to Bijli Mahadev Temple ropeway project in district kullu is hereby accorded with subject to the all stipulations as laid down in “in principle” approval dated 08.07.2024 (Copy enclosed) of project and all guidelines issued by Ministry of Environment, Forests and Climate Change (Forest Conservation Division) Govt. of India dated 28th August, 2015 (Copy enclosed).

You are further directed to ensure compliance of the all stipulations imposed in approval dated 08.07.2024 and also ensure that no violation of Forest Conservation Act (FCA) 1980 takes places during the construction works of the said ropeway project.

Encls. As above.


Divisional Forest Officer,
Kullu Forest Division, Kullu



Government of India

Ministry of Environment, Forest and Climate Change

Sub-Office, Shimla

Regional Office, Chandigarh



Online Proposal No.: FP/HP/OTHERS/418659/2023

Dated: 08/07/2024

To,

Additional Chief Secretary (Forest)
Himachal Pradesh Government
Armsdale Building, Shimla
(Email:-forestsecy-hp@nic.in)

Subject:

Diversion of 3.1102 ha of Forest Land in favor of National Highways Logistics Management Limited for the Development of a Ropeway from Nature Park (Mohal) to Bijli Mahadev Temple in district Kullu, under the jurisdiction of Kullu Forest Division, Dist. Kullu, Himachal Pradesh-reg.

Sir/Madam,

Please refer to the above-cited subject seeking prior approval under **Section 2 of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980**, for the diversion of 3.1102 ha of forest land for non-forestry purposes. After careful examination and consideration of the proposal, *In-principle* approval is hereby conveyed for the **Diversion of 3.1102 ha of Forest Land in favor of National Highways Logistics Management Limited for the Development of a Ropeway from Nature Park (Mohal) to Bijli Mahadev Temple in district Kullu, under the jurisdiction of Kullu Forest Division, Dist. Kullu, Himachal Pradesh., HP** within the jurisdiction of Kullu Forest Division, subject to the following conditions

1. General Conditions

S. No	Conditions
1.1	<ol style="list-style-type: none">1. Legal status of the diverted forest land shall remain unchanged.2. Net Present Value (NPV) of the forest land 3.1102 hectares being diverted for non-forestry purpose may be realized from the user agency, as per Ministry's directions issued vide letters No. 5-3/2011- FC (Vol-I) dated 6th January 2022 and Hon'ble Supreme Court of India's Order WP(C)No. 202/1995, I.A.No. In 566, dated 30th October 2002, 28th March, 2008, 24th April, 2008 and 9th May 2008.3. Cost of compensatory afforestation as per CA schemes may be realized from the user agency.4. The Net Present Value (NPV) of the forest land and all other CA levies shall be deposited

S. No

- through web portal of Ministry of Environment, Forest and Climate Change www.parivesh.nic.in.
5. User agency should ensure that the compensatory levies (CA cost, NPV, etc.) are deposited through challan generated online on web portal and deposited in appropriate bank only. Amount deposited through other mode will not be accepted as compliance of the Stage-I clearance.
 6. The Divisional Forest Officer shall furnish undertaking that the approved CA site(s) will not be changed without the approval of competent authority.
 7. The Complete compliance report will be uploaded in the e-portal (<https://parivesh.nic.in/>).
 8. The State Government, by Hon'ble Supreme Court, New Delhi, vide WP (C) No. 202/1995, will ensure compliance with the orders issued on 08.02.2023.
 9. The number of trees/plants to be cut shall not in any way exceed the number shown in the proposal, and no harm shall be done to wildlife during the felling of trees. If muck dumping site is included in the proposal, then no tree will be felled there.
 10. Compensatory afforestation shall be taken up by the Forest Department over degraded forest land in **6.479 ha, Survey/compartments No.-52H/4, Kail Phat, Beat-Tandla, Tehsil-Kullu, Kullu Forest Division, Dist-Kullu**, at the cost of the user agency. The Plantation shall be done within one year from the date of issue of approval. As far as possible, a mixture of local indigenous species shall be planted and monoculture of any species may be avoided.
 11. **State Govt shall provide the documentary proof, If the proposed CA land is in the name of the State Forest Department. Otherwise, CA land shall be transferred and mutated in favor of State Forest Department before final approval and PF shall be notified under IFA, 1927, as per rules, and related documents shall be presented.**
 12. The State Government shall upload the KML files of the degraded forest area accepted for raising compensatory afforestation in the E-Green watch portal of FSI, before handing over of forest land to the user agency.
 13. The forest land shall not be used for any purpose other than that specified in the project proposal.
 14. No damage will be done to the adjoining forest land. Simultaneously, all efforts will be made to save adjoining forest and forest land.
 15. The user agency shall pay additional amount of NPV as and when increased on the order of Hon'ble Supreme Court and the UT government will ensure that the increased amount is deposited.
 16. The forest land proposed to be diverted shall under no circumstances be transferred to any other agency, department, or person without approval of the Central Government.
 17. The layout plan of the proposal shall not be changed without prior approval of Central Government.
 18. Any other condition may be stipulated by this regional office from time to time, in the interest of conservation, protection and development of forests and wildlife.
 19. User Agency shall obtain Environmental Clearance as per the provisions of the Environmental (Protection) Act, 1986, if applicable.
 20. The boundaries of the transferred forest land will be marked by 4 feet high cement pillars with serial numbers written on the front and back.
 21. No additional or new road will be made inside the forest area for transportation of construction material for execution of project work.
 22. The user agency shall preferably provide alternative fuel to the workers and staff working at the site, so that the adjoining forest area can be saved from any kind of damage and pressure.
 23. The muck generated from the construction of the project will be disposed of by the user agency only at the designated site and the muck will not be thrown anywhere else.
 24. Violation of any of these conditions will amount to a violation of **Para 1.16 of Consolidated Guidelines and Clarifications on Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 and Van (Sanrakshan Evam Samvardhan) Rules, 2023, MoEF&CC.**
 25. It will be the responsibility of the State Government/User Agency to obtain all other prior approvals/clearances under all other relevant Acts/Rules/ Court's Rulings/instructions, etc. including environmental clearance, as applicable to this proposal.

486

S. No	Conditions
	26. The Permission will be given to this proposal for 99 years, after that permission shall be obtained from the Government of India. The period of diversion under this approval shall be co-terminus with the period of lease to be granted in favor of the user agency or the project life, whichever is less

2. Standard conditions

3. Specific Conditions

S. No	Conditions
3.1	<p>1. The State Govt shall impose the maintenance cost for the unmetalled forest road leading to the forest nursery adjoining to the lower terminal point, ie Valley Station.</p> <p>2. The felling of trees shall be kept to a minimum out of 72 tress</p>

After receipt of the compliance report on the fulfillment of the conditions mentioned above, the proposal shall be considered for final approval under section 2 of the **Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980**. Transfer of forest land shall not be affected till final approval is granted by the Government in this regard

Copy To

1. Inspector General of Forests (ROHQ), Ministry of Environment, Forest and Climate Change, Indira Paryavaran Bhawan, Jorbagh Road, Aliganj, New Delhi. (E-mail: Ramesh.pandey@nic.in).
2. Nodal Officer-cum-Additional Principal Chief Conservator of Forests (FCA), Government of Himachal Pradesh, Forest Department, Talland, Shimla (E-mail: nodalcahp@yahoo.com).
3. Divisional Forest Officer, Kullu Forest Division, District Mandi, Himachal Pradesh (E-mail: head-fordivkullu@hp.gov.in)
4. National Highways Logistics Management Limited, Bays No. 35-28, Sector-4, Panchkula, Chandigarh (Email: nhlmzour@gmail.com)

Your's faithfully

Sd/-
Raja Ram Singh
DIGF (C)

Validity unknown

Digitally Signed by : Raja Ram Singh
Deputy Inspector General of Forest, IRO

Date: 08/07/2024

F. No. 11-306/2014-FC (pt.)
 Government of India
 Ministry of Environment, Forests and Climate Change
 (Forest Conservation Division)

Indira Paryavaran Bhawan
 Aliganj, Jorbagh Road
 New Delhi - 110 001
 Dated: 28th August, 2015

To

The Principal Secretary (Forests)
 All State Governments / Union territory Administrations

Sub: Guidelines for diversion of forest land for non-forest purpose under the Forest (Conservation) Act, 1980- Simplified procedure for grant of permission for felling of trees standing on forest land to be diverted for execution of linear projects: *reg.*

Sir,

I am directed to refer to guidelines on the afore-mentioned subject issued by this Ministry vide letters of even number dated 7th May 2015, wherein this Ministry communicated a simplified procedure for grant of permission for tree cutting and commencement of work of linear project in forest land, and to say that after further examination of these guidelines it has been observed that having obtained the permission for tree felling and execution of work on forest land, urgency/need to obtain stage-II approval under the Forest (Conservation) Act, 1980 (FC Act) reduces. It has also been apprehended in some quarters that in many such cases State Governments may not seek and obtain stage-II approval under the FC Act, and consequently many of conditions, other than those relating to payment of compensatory levies and transfer and mutation in favour of State Forest Department of land for compensatory afforestation, may remain unfulfilled.

2. Accordingly, in supersession of this Ministry's said letter/guidelines of even number dated 7th May, 2015, I am directed to say as below:

- (i) With a view to facilitate speedy execution of projects involving linear diversion of forest land such as laying of new roads, widening of existing highways, transmission lines, water supply lines, optic fiber cabling, railway lines *etc.*, in-principle approval under the Forest (Conservation) Act, 1980 (FC Act) issued by the Central Government may be deemed as the working permission for tree cutting and commencement of work, if the required funds for compensatory afforestation, net present value (NPV), wildlife conservation plan, plantation of dwarf species of medicinal plants, and all such other compensatory levies specified in the in-principle approval are realised from the user

28/08/15

agency and where necessary, for compensatory afforestation, transfer and mutation of non-forest/revenue forest land in favour of State Forest Department is affected;

- (ii) After the afore-mentioned compensatory levies specified in the in-principle approval are realised from the user agency and where necessary, for compensatory afforestation, transfer and mutation of non-forest/revenue forest land in favour of State Forest Department is affected, the State Government or a Senior Officer not below the Rank of a Divisional Forest Officer, having jurisdiction over the forest land proposed to be diverted, duly authorized in this behalf by the State Government, shall pass an order for tree cutting and commencement of work of a linear project in forest land for a period of one year. The central Government may extend the permission for one more year subject to submission of reasonable progress report from the State Government as regards to the steps taken to comply with the remaining conditions stipulated in the in-principle approval.
- (iii) No non-forest activity in the forest area that is covered under Section 2 of the FC Act would be permitted and carried on in any manner whatsoever unless an order specified in para (ii) above has been passed by the competent authority of that State Government and is placed in the public domain by putting it on its website and all other requirements in accordance with law are complied with;
- (iv) For the purpose of Section 2A of the FC Act and Section 16 (e) of the National Green Tribunal Act, 2010 (NGT Act) the Order for tree cutting and commencement of work of linear project in forest land, specified in para (ii) above, shall be an order under Section 2 of the FC Act;
- (v) An appeal as per provisions of section 2 A of FC Act and/or Section 16 (e) of the NGT Act can be filed against any such order specified in para (ii) above for tree cutting and commencement of work of linear project in forest land;
- (vi) In the event of filing of such appeal, it would be open for the person aggrieved, to assail the order/clearance granted by the Central Government under Section 2 of the FC Act which forms an integral part and sole basis of the order specified in para (ii) above;
- (vii) The State Government and the project proponent shall take further action as has been stipulated by the Hon'ble National Green Tribunal in their Judgment dated 7th November 2012 in Appeal No. 7/2012 to accord publicity and to ensure availability in public domain of in-principle approval under the FC Act accorded by the Central Government and the order specified in para (ii) above. State Government and the project proponent shall also ensure strict compliance of other direction(s) contained in the said judgment; and

2/28/2014

...

- (viii) The State Governments, in such cases shall seek and obtain from the Central Government final/formal approval under the FC Act for diversion of such forest land at the earliest, and in any case not later than five years from the date of grant of the in-principle approval.

This issues with approval of the Minister of State (Independent Charge) for Environment, Forest and Climate Change.

Yours faithfully,


(H.C. Chaudhary)
Director

Copy to:-

1. Prime Minister's Office (*Kind attn.:* Shri Santosh D. Vaidya, Director), South Block, New Delhi.
2. The Secretary (Coordination), Cabinet Secretariat, Rashtrapati Bhawan, New Delhi.
3. Secretary, Ministry of Power, Government of India, Shram Shakti Bhawan, New Delhi.
4. Secretary, Ministry of Petroleum and Natural Gas, Government of India, Shastri Bhawan, New Delhi.
5. Chairman, Railways Board, Rail Bhawan, New Delhi.
6. Secretary, Ministry of Road Transport and Highways, Government of India, Transport Bhawan, New Delhi.
7. Director General, Border Roads Organization, New Delhi.
8. Principal Chief Conservator of Forests, all States/UTs.
9. Nodal Officer, the Forest (Conservation) Act, 1980, all State/UT Governments.
10. All Regional Offices, Ministry of Environment, Forests and Climate Change (MoEFCC), Government of India (GoI).
11. Joint Secretary in-charge, Impact Assessment Division, MoEFCC, GoI.
12. All Assistant Inspector General of Forests/ Directors in the Forest Conservation Division, MoEFCC, GoI.
13. Director, Regional Offices Headquarters Division, MoEFCC, GoI.

490

Enumeration list of Trees coming under the proposed alignment of Bijli Mahadev Ropeway Project in 1/32 Kandi CIII-b Forest in Bijli Mahadev Beat in Kais Block Kullu Forest Range for the year 2023-24.

Sr. no	Species	Botanical Name	Dia	Class	No.	Volume	Remarks
Between Tower No. 12 & 13 :-							
1	Kail	<i>Pinus Wallichiana</i>	102-109	ID	1	8.80	Green Standing (To Be Retained)
2	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing (To Be Retained)
3	Kail	<i>Pinus Wallichiana</i>	60-64	IA	1	3.90	Green Standing (To Be Retained)
4	Kail	<i>Pinus Wallichiana</i>	90-98	ID	1	8.80	Green Standing (To Be Retained)
5	Kail	<i>Pinus Wallichiana</i>	71-74	IB	1	5.10	Green Standing (To Be Retained)
6	Kail	<i>Pinus Wallichiana</i>	80-85	IC	1	6.30	Green Standing (To Be Retained)
7	Kail	<i>Pinus Wallichiana</i>	71-73	IB	1	5.10	Green Standing (To Be Retained)
8	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing (To Be Retained)
9	Kail	<i>Pinus Wallichiana</i>	85-87	IC	1	6.30	Green Standing (To Be Retained)
10	Kail	<i>Pinus Wallichiana</i>	95-97	ID	1	8.80	Green Standing (To Be Retained)
11	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing (To Be Retained)
12	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing (To Be Retained)
13	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing (To Be Retained)
14	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing (To Be Retained)
15	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing (To Be Retained)
16	Kail	<i>Pinus Wallichiana</i>	90-102	ID	1	8.80	Green Standing (To Be Retained)
17	Kail	<i>Pinus Wallichiana</i>	81-84	IC	1	6.30	Green Standing with hollow stump (To Be Retained)
18	Kail	<i>Pinus Wallichiana</i>	71-74	IB	1	5.10	Green Standing (To Be Retained)
19	Kail	<i>Pinus Wallichiana</i>	82-86	IC	1	6.30	Green Standing (To Be Retained)
20	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing (To Be Retained)
21	Kail	<i>Pinus Wallichiana</i>	85-89	IC	1	6.30	Green Standing (To Be Retained)
Under Tower No. 13							
22	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing (To Be Felled)
23	Kail	<i>Pinus Wallichiana</i>	35-39	III	1	1.00	Green Standing (To Be Felled)
Between Tower No. 13 & 14 :-							
24	Kail	<i>Pinus Wallichiana</i>	57-60	IB	1	3.00	Green Standing (To Be Felled)
25	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing (To Be Felled)
26	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing (To Be Felled)
27	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing (To Be Felled)
28	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing (To Be Felled)
29	Kail	<i>Pinus Wallichiana</i>	66-70	IA	1	3.90	Green Standing (To Be Felled)
30	Kail	<i>Pinus Wallichiana</i>	68-70	IA	1	3.90	Green Standing (To Be Felled)

31	Kail	<i>Pinus Wallichiana</i>	61-71	IB	1	5.10	Green Standing (To Be Felled)
32	Kail	<i>Pinus Wallichiana</i>	61-64	IA	1	3.90	Green Standing (To Be Felled)
33	Kail	<i>Pinus Wallichiana</i>	71-76	IB	1	5.10	Green Standing (To Be Felled)
34	Kail	<i>Pinus Wallichiana</i>	51-54	IIB	1	3.00	Green Standing (To Be Felled)
35	Kail	<i>Pinus Wallichiana</i>	66-68	IA	1	3.90	Green Standing (To Be Felled)
36	Kail	<i>Pinus Wallichiana</i>	61-63	IA	1	3.90	Green Standing (To Be Felled)
37	Kail	<i>Pinus Wallichiana</i>	64-68	IA	1	3.90	Green Standing (To Be Felled)
38	Kail	<i>Pinus Wallichiana</i>	66-68	IA	1	3.90	Green Standing (To Be Felled)
39	Kail	<i>Pinus Wallichiana</i>	70-74	IB	1	5.10	Green Standing (To Be Felled)
40	Kail	<i>Pinus Wallichiana</i>	70-74	IB	1	5.10	Green Standing (To Be Felled)
41	Kail	<i>Pinus Wallichiana</i>	51-53	IIB	1	3.00	Green Standing (To Be Felled)
42	Kail	<i>Pinus Wallichiana</i>	64-68	IA	1	3.90	Green Standing (To Be Felled)
43	Kail	<i>Pinus Wallichiana</i>	55-57	IIB	1	3.00	Green Standing with top broken (To Be Felled)
44	Kail	<i>Pinus Wallichiana</i>	80-83	IC	1	6.30	Green Standing (To Be Felled)
45	Kail	<i>Pinus Wallichiana</i>	71-74	IB	1	5.10	Green Standing with top broken (To Be Felled)
46	Kail	<i>Pinus Wallichiana</i>	66-69	IA	1	3.90	Green Standing (To Be Retained)
47	Kail	<i>Pinus Wallichiana</i>	68-70	IA	1	3.90	Green Standing (To Be Felled)
Under Tower No. 14							
48	Kail	<i>Pinus Wallichiana</i>	66-68	IA	1	3.90	Green Standing (To Be Felled)
Between Tower No. 14 & 15 :-							
49	Kail	<i>Pinus Wallichiana</i>	81-84	IC	1	6.30	Green Standing (To Be Felled)
50	Kail	<i>Pinus Wallichiana</i>	86-89	IC	1	6.30	Green Standing (To Be Felled)
51	Kail	<i>Pinus Wallichiana</i>	31-34	III	1	1.00	Green Standing (To Be Felled)
52	Kail	<i>Pinus Wallichiana</i>	31-34	III	1	1.00	Green Standing (To Be Felled)
53	Kail	<i>Pinus Wallichiana</i>	56-59	IIB	1	3.00	Green Standing (To Be Felled)
Under Tower No. 15							
54	Kail	<i>Pinus Wallichiana</i>	56-58	IIB	1	3.00	Green Standing (To Be Felled)
55	Kail	<i>Pinus Wallichiana</i>	63-68	IA	1	3.90	Green Standing (To Be Felled)
56	Kail	<i>Pinus Wallichiana</i>	73-76	IB	1	5.10	Green Standing (To Be Felled)
Between Tower No. 15 & 16 :-							
57	Kail	<i>Pinus Wallichiana</i>	28-30	IV	1	0.40	Green Standing (To Be Felled)
58	Kail	<i>Pinus Wallichiana</i>	25-27	IV	1	0.40	Green Standing (To Be Felled)
59	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing (To Be Felled)
60	Kail	<i>Pinus Wallichiana</i>	26-29	IV	1	0.40	Green Standing (To Be Felled)
61	Kail	<i>Pinus Wallichiana</i>	68-70	IA	1	3.90	Green Standing (To Be Felled)
62	Kail	<i>Pinus Wallichiana</i>	65-69	IA	1	3.90	Green Standing (To Be Felled)

63	Kail	<i>Pinus Wallichiana</i>		IA	1	3.90	Green Standing (To Be Felled)
64	Kail	<i>Pinus Wallichiana</i>	36-39	III	1	1.00	Green Standing (To Be Felled)
65	Kail	<i>Pinus Wallichiana</i>	37-40	III	1	1.00	Green Standing (To Be Felled)
66	Kail	<i>Pinus Wallichiana</i>	34-38	III	1	1.00	Green Standing (To Be Felled)
67	Kail	<i>Pinus Wallichiana</i>	61-64	IA	1	3.90	Green Standing (To Be Felled)
68	Kail	<i>Pinus Wallichiana</i>	51-56	IIB	1	3.00	Green Standing (To Be Felled)
69	Kail	<i>Pinus Wallichiana</i>	52-56	IIB	1	3.00	Green Standing (To Be Felled)
70	Kail	<i>Pinus Wallichiana</i>	71-74	IB	1	5.10	Green Standing (To Be Felled)
71	Kail	<i>Pinus Wallichiana</i>	64-68	IA	1	3.90	Green Standing (To Be Felled)
72	Kail	<i>Pinus Wallichiana</i>	73-78	IB	1	5.10	Green Standing (To Be Felled)
73	Kail	<i>Pinus Wallichiana</i>	80-83	IC	1	6.30	Green Standing (To Be Felled)
74	Kail	<i>Pinus Wallichiana</i>	61-64	IA	1	3.90	Green Standing (To Be Felled)
75	Kail	<i>Pinus Wallichiana</i>	55-57	IIB	1	3.00	Green Standing (To Be Felled)
76	Kail	<i>Pinus Wallichiana</i>	61-63	IA	1	3.90	Green Standing (To Be Felled)
77	Kail	<i>Pinus Wallichiana</i>	64-68	IA	1	3.90	Green Standing (To Be Felled)
Between Tower No. 16 & 17:-							
78	Kail	<i>Pinus Wallichiana</i>	55-57	IIB	1	3.00	Green Standing (To Be Felled)
79	Kail	<i>Pinus Wallichiana</i>		ID over	1	8.80	Green Standing with burnt stump (To Be Felled)
80	Kail	<i>Pinus Wallichiana</i>	71-74	IB	1	5.10	Green Standing (To Be Felled)
81	Kail	<i>Pinus Wallichiana</i>	54-58	IIB	1	3.00	Green Standing (To Be Felled)
82	Kail	<i>Pinus Wallichiana</i>	58-60	IIB	1	3.00	Green Standing (To Be Felled)
83	Kail	<i>Pinus Wallichiana</i>	76-79	IB	1	5.10	Green Standing (To Be Felled)
84	Kail	<i>Pinus Wallichiana</i>	57-59	IIB	1	3.00	Green Standing (To Be Felled)
85	Kail	<i>Pinus Wallichiana</i>	78-80	IB	1	5.10	Green Standing (To Be Felled)
86	Kail	<i>Pinus Wallichiana</i>	74-78	IB	1	5.10	Green Standing (To Be Felled)

Enumeration list of Trees coming under the proposed alignment of Bijli Mahadev Ropeway Project in 1/32 Kais-III Forest in Bijli Mahadev Beat in Kais Block Kullu Forest Range for the year 2023-24.

Between Tower No. 2 & 3 :-

87	Chil	<i>Pinus Roxburghii</i>	25-29	IV	1	0.40	Green Standing (To Be Retained)
88	Chil	<i>Pinus Roxburghii</i>	36-38	III	1	1.00	Green Standing (To Be Retained)
89	Chil	<i>Pinus Roxburghii</i>	65-69	IA	1	3.90	Green Standing (To Be Retained)
90	Chil	<i>Pinus Roxburghii</i>	35-38	III	1	1.00	Green Standing (To Be Retained)
91	Chil	<i>Pinus Roxburghii</i>	25-28	IV	1	0.40	Green Standing (To Be Retained)
92	Chil	<i>Pinus Roxburghii</i>	23-26	IV	1	0.40	Green Standing (To Be Retained)

93	Chil	<i>Pinus Roxburghii</i>	25-30	IIA	1	1.90	Green Standing (To Be Retained)
94	Chil	<i>Pinus Roxburghii</i>	22-27	IV	1	0.40	Green Standing (To Be Retained)
95	Chil	<i>Pinus Roxburghii</i>	33-38	III	1	1.00	Green Standing (To Be Retained)
96	Chil	<i>Pinus Roxburghii</i>	46-49	IIA	1	1.90	Green Standing (To Be Retained)
97	Chil	<i>Pinus Roxburghii</i>	31-35	III	1	1.00	Green Standing (To Be Retained)
98	Chil	<i>Pinus Roxburghii</i>	33-38	III	1	1.00	Green Standing (To Be Retained)
99	Chil	<i>Pinus Roxburghii</i>	31-34	III	1	1.00	Green Standing (To Be Retained)
100	Chil	<i>Pinus Roxburghii</i>	35-39	III	1	1.00	Green Standing (To Be Retained)
101	Chil	<i>Pinus Roxburghii</i>	23-27	IV	1	0.40	Green Standing (To Be Retained)
102	Chil	<i>Pinus Roxburghii</i>	25-29	IV	1	0.40	Green Standing (To Be Retained)
103	Chil	<i>Pinus Roxburghii</i>	24-26	IV	1	0.40	Green Standing (To Be Retained)
104	Chil	<i>Pinus Roxburghii</i>	22-28	IV	1	0.40	Green Standing (To Be Retained)
105	Chil	<i>Pinus Roxburghii</i>	21-26	IV	1	0.40	Green Standing (To Be Retained)
106	Chil	<i>Pinus Roxburghii</i>	23-27	IV	1	0.40	Green Standing (To Be Retained)
107	Chil	<i>Pinus Roxburghii</i>	26-29	IV	1	0.40	Green Standing (To Be Retained)
108	Chil	<i>Pinus Roxburghii</i>	15-19	V	1	0.10	Green Standing (To Be Retained)
109	Chil	<i>Pinus Roxburghii</i>	22-29	IV	1	0.40	Green Standing (To Be Retained)
110	Chil	<i>Pinus Roxburghii</i>	16-18	V	1	0.10	Green Standing (To Be Retained)
111	Chil	<i>Pinus Roxburghii</i>	32-37	III	1	1.00	Green Standing (To Be Retained)
112	Chil	<i>Pinus Roxburghii</i>	26-29	IV	1	0.40	Green Standing (To Be Retained)
113	Chil	<i>Pinus Roxburghii</i>	24-26	IV	1	0.40	Green Standing (To Be Retained)
114	Chil	<i>Pinus Roxburghii</i>	22-28	IV	1	0.40	Green Standing (To Be Retained)
115	Chil	<i>Pinus Roxburghii</i>	18-20	V	1	0.10	Green Standing (To Be Retained)
116	Chil	<i>Pinus Roxburghii</i>	23-27	IV	1	0.40	Green Standing (To Be Retained)
117	Chil	<i>Pinus Roxburghii</i>	25-29	IV	1	0.40	Green Standing (To Be Retained)
118	Chil	<i>Pinus Roxburghii</i>	33-38	III	1	1.00	Green Standing (To Be Retained)
119	Chil	<i>Pinus Roxburghii</i>	34-39	III	1	1.00	Green Standing (To Be Retained)
120	Chil	<i>Pinus Roxburghii</i>	26-28	IV	1	0.40	Green Standing (To Be Retained)
121	Chil	<i>Pinus Roxburghii</i>	24-29	IV	1	0.40	Green Standing (To Be Retained)
122	Chil	<i>Pinus Roxburghii</i>	37-39	III	1	1.00	Green Standing (To Be Retained)
123	Chil	<i>Pinus Roxburghii</i>	26-29	IV	1	0.40	Green Standing (To Be Retained)
124	Chil	<i>Pinus Roxburghii</i>	16-19	V	1	0.10	Green Standing (To Be Retained)
125	Chil	<i>Pinus Roxburghii</i>	15-18	V	1	0.10	Green Standing (To Be Retained)
126	Chil	<i>Pinus Roxburghii</i>	27-29	IV	1	0.40	Green Standing (To Be Retained)
127	Chil	<i>Pinus Roxburghii</i>	24-26	IV	1	0.40	Green Standing (To Be Retained)

128	Chil	<i>Pinus Roxburghii</i>		III	1	1.00	Green Standing (To Be Retained)
129	Chil	<i>Pinus Roxburghii</i>	21-25	IV	1	0.40	Green Standing (To Be Retained)
130	Chil	<i>Pinus Roxburghii</i>	15-20	V	1	0.10	Green Standing (To Be Retained)
131	Chil	<i>Pinus Roxburghii</i>	35-38	III	1	1.00	Green Standing (To Be Retained)
132	Chil	<i>Pinus Roxburghii</i>	22-27	IV	1	0.40	Green Standing (To Be Retained)
133	Chil	<i>Pinus Roxburghii</i>	26-29	IV	1	0.40	Green Standing (To Be Retained)
134	Chil	<i>Pinus Roxburghii</i>	27-30	IV	1	0.40	Green Standing (To Be Retained)
135	Chil	<i>Pinus Roxburghii</i>	34-39	III	1	1.00	Green Standing (To Be Retained)
Under Tower No. 3							
136	Chil	<i>Pinus Roxburghii</i>	25-27	IV	1	0.40	Green Standing (To Be Felled)
137	Chil	<i>Pinus Roxburghii</i>	26-29	IV	1	0.40	Green Standing (To Be Felled)
138	Chil	<i>Pinus Roxburghii</i>	22-28	IV	1	0.40	Green Standing (To Be Felled)
139	Chil	<i>Pinus Roxburghii</i>	32-37	III	1	1.00	Green Standing (To Be Felled)
Between Tower No. 3 & 4 :-							
140	Chil	<i>Pinus Roxburghii</i>	18-20	V	1	0.10	Green Standing (To Be Retained)
141	Chil	<i>Pinus Roxburghii</i>	24-28	IV	1	0.40	Green Standing (To Be Retained)
142	Chil	<i>Pinus Roxburghii</i>	23-29	IV	1	0.40	Green Standing (To Be Retained)
143	Chil	<i>Pinus Roxburghii</i>	25-27	IV	1	0.40	Green Standing (To Be Retained)
144	Chil	<i>Pinus Roxburghii</i>	21-25	IV	1	0.40	Green Standing (To Be Retained)
145	Chil	<i>Pinus Roxburghii</i>	34-37	III	1	1.00	Green Standing (To Be Retained)
146	Chil	<i>Pinus Roxburghii</i>	24-27	IV	1	0.40	Green Standing (To Be Retained)
147	Chil	<i>Pinus Roxburghii</i>	15-19	V	1	0.10	Green Standing (To Be Retained)
148	Chil	<i>Pinus Roxburghii</i>	17-19	V	1	0.10	Green Standing (To Be Retained)
149	Chil	<i>Pinus Roxburghii</i>	27-29	IV	1	0.40	Green Standing (To Be Retained)
150	Chil	<i>Pinus Roxburghii</i>	35-37	III	1	1.00	Green Standing (To Be Retained)
151	Chil	<i>Pinus Roxburghii</i>	31-35	III	1	1.00	Green Standing (To Be Retained)
152	Chil	<i>Pinus Roxburghii</i>	26-28	IV	1	0.40	Green Standing (To Be Retained)
153	Chil	<i>Pinus Roxburghii</i>	17-19	V	1	0.10	Green Standing (To Be Retained)
154	Chil	<i>Pinus Roxburghii</i>	15-18	V	1	0.10	Green Standing (To Be Retained)
155	Chil	<i>Pinus Roxburghii</i>	24-26	IV	1	0.40	Green Standing (To Be Retained)
156	Chil	<i>Pinus Roxburghii</i>	31-35	III	1	1.00	Green Standing (To Be Retained)
157	Chil	<i>Pinus Roxburghii</i>	35-39	III	1	1.00	Green Standing (To Be Retained)
158	Chil	<i>Pinus Roxburghii</i>	37-39	III	1	1.00	Green Standing (To Be Retained)
159	Chil	<i>Pinus Roxburghii</i>	21-26	IV	1	0.40	Green Standing (To Be Retained)

160	Chil	<i>Pinus Roxburghii</i>		IV	1	0.40	Green Standing (To Be Retained)
161	Chil	<i>Pinus Roxburghii</i>	23-28	IV	1	0.40	Green Standing (To Be Retained)
162	Chil	<i>Pinus Roxburghii</i>	34-37	III	1	1.00	Green Standing (To Be Retained)
163	Chil	<i>Pinus Roxburghii</i>	21-26	IV	1	0.40	Green Standing (To Be Retained)
164	Chil	<i>Pinus Roxburghii</i>	24-28	IV	1	0.40	Green Standing (To Be Retained)
165	Chil	<i>Pinus Roxburghii</i>	26-29	IV	1	0.40	Green Standing (To Be Retained)
166	Chil	<i>Pinus Roxburghii</i>	23-25	IV	1	0.40	Green Standing (To Be Retained)
167	Chil	<i>Pinus Roxburghii</i>	34-38	III	1	1.00	Green Standing (To Be Retained)
168	Chil	<i>Pinus Roxburghii</i>	16-20	V	1	0.10	Green Standing (To Be Retained)
169	Chil	<i>Pinus Roxburghii</i>	31-37	III	1	1.00	Green Standing (To Be Retained)
170	Chil	<i>Pinus Roxburghii</i>	24-26	IV	1	0.40	Green Standing (To Be Retained)
171	Chil	<i>Pinus Roxburghii</i>	18-20	V	1	0.10	Green Standing (To Be Retained)
172	Chil	<i>Pinus Roxburghii</i>	17-19	V	1	0.10	Green Standing (To Be Retained)
173	Chil	<i>Pinus Roxburghii</i>	34-37	III	1	1.00	Green Standing (To Be Retained)
174	Chil	<i>Pinus Roxburghii</i>	25-27	IV	1	0.40	Green Standing (To Be Retained)
175	Chil	<i>Pinus Roxburghii</i>	35-39	III	1	1.00	Green Standing (To Be Retained)
176	Chil	<i>Pinus Roxburghii</i>	25-27	IV	1	0.40	Green Standing (To Be Retained)
177	Chil	<i>Pinus Roxburghii</i>	25-27	IV	1	0.40	Green Standing (To Be Retained)
178	Chil	<i>Pinus Roxburghii</i>	21-28	IV	1	0.40	Green Standing (To Be Retained)
179	Chil	<i>Pinus Roxburghii</i>	21-26	IV	1	0.40	Green Standing (To Be Retained)
180	Chil	<i>Pinus Roxburghii</i>	24-29	IV	1	0.40	Green Standing (To Be Retained)
181	Chil	<i>Pinus Roxburghii</i>	25-28	IV	1	0.40	Green Standing (To Be Retained)
182	Chil	<i>Pinus Roxburghii</i>	16-18	V	1	0.10	Green Standing (To Be Retained)
183	Chil	<i>Pinus Roxburghii</i>	26-29	IV	1	0.40	Green Standing (To Be Retained)
184	Kail	<i>Pinus Wallichiana</i>	42-45	IIA	1	1.90	Green Standing (To Be Retained)
185	Kail	<i>Pinus Wallichiana</i>	47-50	IIA	1	1.90	Green Standing (To Be Retained)
186	Kail	<i>Pinus Wallichiana</i>	61-64	IA	1	3.90	Green Standing (To Be Retained)
Under Tower No. 12 :-							
187	Deo	<i>Cedras Deodara</i>	25-27	IV	1	0.40	Green Standing (To Be Felled)
188	Kail	<i>Pinus Wallichiana</i>	71-75	IB	1	5.10	Green Standing (To Be Felled)
Between Tower No. 12 & 13 :-							
189	Kail	<i>Pinus Wallichiana</i>	21-26	IV	1	0.40	Green Standing (To Be Retained)
190	Kail	<i>Pinus Wallichiana</i>	35-39	III	1	1.00	Green Standing (To Be Retained)

496

191	Kail	<i>Pinus Wallichiana</i>		IB	1	5.10	Green Standing (To Be Retained)
192	Kail	<i>Pinus Wallichiana</i>	61-63	IA	1	3.90	Green Standing (To Be Retained)
193	Kail	<i>Pinus Wallichiana</i>	77-79	IB	1	5.10	Green Standing (To Be Retained)
194	Kail	<i>Pinus Wallichiana</i>	82-84	IC	1	6.30	Green Standing (To Be Retained)
195	Kail	<i>Pinus Wallichiana</i>	75-78	IB	1	5.10	Green Standing (To Be Retained)
196	Kail	<i>Pinus Wallichiana</i>	81-85	IC	1	6.30	Green Standing (To Be Retained)
197	Kail	<i>Pinus Wallichiana</i>	61-68	IA	1	3.90	Green Standing (To Be Retained)
198	Kail	<i>Pinus Wallichiana</i>	-	ID over	1	8.80	Green Standing (To Be Retained)
199	Kail	<i>Pinus Wallichiana</i>	88-90	IC	1	6.30	Green Standing (To Be Retained)
200	Kail	<i>Pinus Wallichiana</i>	74-78	IB	1	5.10	Green Standing (To Be Retained)
201	Kail	<i>Pinus Wallichiana</i>	62-65	IA	1	3.90	Green Standing (To Be Retained)
202	Kail	<i>Pinus Wallichiana</i>	93-95	ID	1	8.80	Green Standing (To Be Retained)
203	Kail	<i>Pinus Wallichiana</i>	81-84	IC	1	6.30	Green Standing (To Be Retained)
					Total =	203	

ABSTRACT (TO BE FELLED)

Sr. no	Species	V	IV	III	IIA	IIB	IA	IB	IC	ID & over	Total	
											No	Volume
1	<i>Pinus Wallichiana</i>	-	3/ 1.20	6/ 6.00	2/ 3.80	13/ 39.00	19/ 74.10	13/ 66.30	4/ 25.20	7/ 61.60	67	277.20
2	<i>Pinus Roxburghii</i>	-	3/ 1.20	1/ 1.00	-	-	-	-	-	-	4	2.20
3	<i>Cedrus Deodara</i>	-	1/ 0.40	-	-	-	-	-	-	-	1	0.40
Total =											72	279.80

ABSTRACT (TO BE RETAINED)

Sr. no	Species	V	IV	III	IIA	IIB	IA	IB	IC	ID & over	Total	
											No	Volume
1	<i>Pinus Wallichiana</i>	-	1/ 0.40	1/ 1.00	-	-	6/ 23.40	7/ 35.70	9/ 56.70	14/ 123.20	38	240.40
2	<i>Pinus Roxburghii</i>	15/ 1.5	50/ 20.00	25/ 25.00	2/ 3.8	-	1/ 3.90	-	-	-	93	54.20
Total =											131	294.60

Callipered by

Rajini
Forest Guard
I/C Bijli Mahadev Beat

Recorded by

J. S. Bishnoi
Block Officer
Kais Block

Verified by

[Signature]
Range Officer
Forest Range Kullu

Cost of Trees coming in the alignment in Construction of Bijlimahadev ropeway project,
Kullu Forest Division Kullu

Species	Botanical Name	Class	No	Vol	Rate	Amount
Kail	Pinus wallichiana	IV	4	1.60		
		III	7	7.00		
		IIA	2	3.80		
		IIB	13	39.00		
		IA	25	97.50		
		IB	20	102.00		
		IC	13	81.90		
		ID	21	184.80		
		Total	105 No	517.60	@61,669/-	3,19,19,874-00
Chil	Pinus Roxburgii	V	15	1.50		
		IV	53	21.20		
		III	26	26.00		
		IIA	2	3.80		
		IA	1	3.90		
		Total	97 No	56.40	@41,976/-	23,67,446-00
Deo	Cedrus Deodara	IV	1	0.40	@84683/-	33,873-00
Deo, Sappling	Cedrus Deodara		8 No	0	@1000/- each	8,000-00
					Total	3,43,29,193-00

Range Forest Officer,
Kullu Forest Range.

Divisional Forest Officer,
Kullu Forest Division Kullu.

ANNEXURE E

Sr. No.	Location	Under RoU	Remarks	Cutting
1	Between 2 &3	Chil-CI:IV=7 Chil-CI:III=6 Chil-CI:IIA=1 Total Trees=14		
2	Between T3 &T4	Chil-CI:V=3 Chil-CI:IV=31 Chil-CI:III=33 Chil-CI:IIA=2 Total Trees=69		
3	Under T4	Chil-CI:IV=3 Chil-CI:III=1 Total Trees=4	Tree hammering done. Tree Cutting Pending	
4	Between T4 &T5	Chil-CI:IV=1 Total Tree=1		
5	Between T6 & T7	0		
6	Under T7	Kail Sappling=3 Apple=2 Total Sappling=3 Total Apple=2		
7	Under T8	Apple=10 Total Apple=10		
8	Under T9	Apple=8 Pear=2 Total Apple/Pear=10		
9	Under T10	Apple=5 Pear=1 Total Apple/Pear=6		
10	Under T11	Apple=15 Pear=4 Total Apple/Pear=19		
11	T11 to T12	Kail-CI:III=1 Kail-CI:IB=1 Kail-CI:IA=1 Total Trees=3		
12	Under T12	Kail-CI:V=1 Apple=15 Pear=5 Total Tree=1 Total Apple/Pear=20	Tree Cutting done.	1
13	Between T12 &13	Kail-CI:IV=2 Kail-CI:ID=1 Kail-CI:IC=4 Kail-CI:IB=1 Kail-CI:IA=4 Kail-CI:IC=1 Kail Sappling=19 Total Trees=13 Total Sappling=19	Tree Cutting done.	13
14	Under T13	Kail-CI:IA=1 Total Tree=1		

Sr. No.	Location	Under RoU	Remarks	Cutting
15	Between T13 & 14	Kail-CI:III=1 Kail-CI:IIB=1 Kail-CI:IIA=2 Kail-CI:ID over=1 Kail-CI:ID=2 Kail-CI:IC=1 Kail-CI:IB=1 Kail-CI:ID=1	Tree Cutting done.	10
		Total Trees=10		
16	Under T14	Kail-CI:IIB=1 Kail-CI:IA=3 Kail-CI:IC=1	Tree Cutting done.	5
		Total Trees=5		
17	Between T14 & 15	Kail-CI:III=1 Kail-CI:IIB=1 Kail-CI:IC=1 Kail-CI:IB=1 Kail-CI:IA=1 Kail-CI:IA=1 Kail-CI:IB=2 Kail-CI:IC=1	Tree Cutting done.	9
		Total Trees=9		
18	Under T15	Kail-CI:V=1 Kail-CI:IC=1 Kail-CI:IB=1 Kail-CI:IA=2 Kail-CI:V=1 Kail-CI:IC=1	Tree Cutting done.	7
		Total Trees=7		
19	Between T15 & 16	Kail-CI:IV=1 Kail-CI:III=1 Kail-CI:IC=1 Kail-CI:IB=3 Kail-CI:IA=2 Kail-CI:IC=2	Tree Cutting done.	10
		Total Trees=10		
20	Under T-16			
		0		
21	Between T16 & 17	Kail-CI:IIB=4 Kail-CI:ID over=1 Kail-CI:IB=4 Kail-CI:IA=1 Kail-CI:IC=1 Kail-CI:IIB=1	Tree Cutting done.	12
		Total Trees=12		
	Total	Toal Trees=159 Less 72 tree marked for cutting in FC Stg-I (status-Tree felling done,). Balance Trees=87 Sapling=22 Apple/Pear=67	Tree Cutting done. (67 trees).	67

500

Ropeways and Rapid Transport System Development Corporation HP Limited
(A State Government Undertaking)
US Club, Shimla - 01
Phone No. 0177-2811003, 2811004, 2811001



No. RTDC/Payments/2024-25/Vol-XIII/3491-3495

Dated: - 23/01/2025

To,

✓ The Divisional Forest Officer,
Kullu, HP - 175101.

Subject: - Diversion of 3.1102 ha. of forest land in favour NHLML for the development of ropeway from Nature Park (Mohal) to Bijli Mahadev Temple within the jurisdiction of Kullu Forest Division, District Kullu, HP. (Proposal No. FP/HP/Others/418659/2023) (Payment of Cost of Trees and Departmental Charges thereof).

Ref. No. - 1207 dated 10-07-2024.

Sir,

Please find enclosed herewith a cheque No.001937 dated 23/01/2025 amounting to **Rs. 4,24,03,981/- (Rs. Four Crore Twenty-Four Lakh Three Thousand Nine Hundred and Eighty-One)** only on account of **Cost of Trees and Departmental Charges** for development of "ropeway from Nature Park (Mohal) to Bijli Mahadev Temple" as detail given under:

S. No.	Amount required to be deposited in State Govt. Treasury	Amount
i)	Cost of trees	4,10,15,182.00
ii)	Departmental Charges on CA @ 17.5% of CA cost	3,00,974.00
iii)	Income Tax @ 2.575% on price of tree	10,56,141.00
iv)	Surcharge @ 3% on income tax	31,684.00
	Total	4,24,03,981.00

Kindly acknowledge the receipt of the same.

Yours faithfully,

Deputy General Manager
Ropeway & Rapid Transport System
Development Corporation, Shimla.
Email: - dgmrtldchp@gmail.com

501

**Ropeways and Rapid Transport System Development
Corporation HP Limited**
(A State Government Undertaking)
US Club, Shimla - 01
Phone No. 0177-2811003, 2811004, 2811001



Ropeways and Rapid Transport System Development Corporation HP Ltd.
प्रदूषण मुक्त यातायात के लिए शिवाचार की पहल

Copy forwarded for information and further necessary action please to: -

1. The Director, RTDC, Shimla-1
2. Divisional Manager, FWD, HPSEDC Ltd. Kullu
3. Range Forest Officer, Kullu
4. NHLML, Project Office-Kullu


**Deputy General Manager
Ropeway & Rapid Transport System
Development Corporation, Shimla.
Email: - dgmrtldchp@gmail.com**

502

Pay

Divisional Forest Officer Kullu

Or Bearer

या धारक को

Rupees रुपये

Four Crore Twenty-Four Lakh Three Thousand

Nine Hundred and Eighty-One ———— अदा करें

₹ 4,24,03,981/-

A/c No.
खाता क्र.

50100297437422

Brn: 06405 Pdt: 981
CURRENT

For ROPEWAYS & RAPID TPT SYS DEV CORP HP LTD

Payable at par through clearing/transfer at all branches of HDFC BANK LTD

Authorised Signatories

Please sign above / कृपया यहाँ हस्ताक्षर करें

Deputy General Manager,

Ropeways & Rapid Transport System

Development Corporation HP Ltd., U.S. Club

Shimla-1, dgmrtdchp@gmail.com, PH. No. 294400

⑈001937⑈ 171240020⑈ 000594⑈

No. RTDC/Payment/2024-25/Vol-XIII/3496-3500

Dated: -23/01/2025

To,

✓ The Manager,
HDFC Bank, The Mall Shimla
Distt. Shimla H.P.

Subject: RTGS Payment on a/c of Cost of CA including 5% contingency on CA (excluding 17.5% departmental charges) amounting to Rs. 18,05,844/- and Net Present Value (NPV) amounting to Rs. 33,26,266/- for "development of ropeway from Nature Park (Mohal) to Bijli Mahadev Temple"

Ref. No. 1207 dated 10-07-2024

Sir,

Kindly make the payment through RTGS from the account no. 50100297437422 to the following for an amount mentioned against each of them:

S. No	Beneficiary Name	Name of Bank	Account No.	IFSC Code	Amount
1	CAMPA HIMACHAL PRADESH	UNION BANK OF INDIA	150707275	UBIN0996335	51,32,110.00
(Rupees Fifty-One Lakh Thirty-Two Thousand One Hundred and Ten only)					51,32,110.00

You are requested to intimate this office the UTR number of above payments.

Yours faithfully,



Deputy General Manager
Ropeway & Rapid Transport System
Development Corporation, Shimla.
Email:-dgmrtchp@gmail.com

Copy Forwarded for information and further necessary action please to:

1. The Director, RTDC, Shimla-1
2. The Divisional Manager, FWD, HPSEDC Ltd. Kullu
3. The Range Forest Officer, Kullu
4. NHLML, Project Office-Kullu

Deputy General Manager
Ropeway & Rapid Transport System
Development Corporation, Shimla.
Email:-dgmrtchp@gmail.com

504

Pay **HDFC BANK FOR NEFT/RTGS**

Or Bearer

या धारक को

Rupees रुपये **Fifty - One Lakh Thirty - Two Thousand**

One Hundred and Ten Only अदा करें

₹ **51,32,110/-**

A/c No.
खाता क्र.

50100297437422

Brn: 06405 Pdt: 981
CURRENT

For ROPEWAYS & RAPID TPT SYS DEV CORP HP LTD

Payable at par through clearing/transfer at all branches of HDFC BANK LTD

Authorized Signatories

Please sign above / कृपया यहाँ हस्ताक्षर करें

Deputy General Manager,

Ropeways & Rapid Transport System

Development Corporation HP Ltd., U.S. Club

Shimla-1, dgmrtchp@gmail.com, PH. No. 281100

⑈001938⑈ 171240020⑈ 000594⑈

505



HIMACHAL PRADESH FOREST DEPARTMENT
KULLU FOREST DIVISION KULLU, H.P.
Tel No.01902-222510
e-mail: kulluforestdivision@gmail.com; dfokul-hp@nic.in



No.FCA/6163

Dated Kullu, the : 07th March, 2025

To

The Project Manager
Project Office, Kullu NHLML
C/o NHAI H.Q. G- 5&6 Sec-10
Dwarka, New Delhi-10075

Subject: **Diversion of 3.1102 ha. of forest land in favour of NHLML for the development of Ropeway from Nature Park (Mohal) to Bijli Maha Dev Temple within the jurisdiction of Kullu Forest Division, Distt. Kullu, HP. (Proposal No. FP/HP/Others/418659/2023)**

Sir,

Please refer to your letter No.NHLM/SO-Kullu/Bijli Mahadev Ropeway/30 dated 11.02.2025 on the above cited subject.

In pursuance of guidelines issued by Ministry of Environment Forest and Climate Change, Govt of India vide letter No.11-306/2014-FC dated 07.05.2015 and even No. letter dated 27.09.2017, the permission for cutting of trees and commencement of work in subject cited linear project is hereby accorded on subject to the following terms and conditions:

1. Legal status of land shall not be changed.
2. The forest land will not be used for any other purpose than that as mentioned in the "in-principle" approval.
3. Diverted area shall be marked by way of erecting boundary pillars with serial numbers and forward/backward on them at the cost of user agency.
4. No work shall be carried over the area having trees until the felling of trees is done through HPSFDC Ltd after completion of due process.
5. Dumping of muck, if any, shall be allowed only over the approved dumping sites as per the approved plan.
6. The stipulations imposed vide in-principle approval accorded by MoEF & CC on dated 08.07.2024 shall not be violated in any way. An undertaking in this regard shall be submitted by the user agency before start of work.

7. For any other Act/Rule/Guidelines/Court orders applicable on this project, it will be the responsibility of the user agency to obtain necessary permission/NOC from the concerned Department/Authority.
8. No violation of IFA, 1927 and FCA, 1980 shall be done in any way for which the user agency shall be liable for penal provisions as contained in the said Act.
9. Forest Department reserves the right to add any other conditions and this permission may be cancelled at any time without prior notice to the user agency, if the above conditions area violated by the user agency.



**Divisional Forest Officer
Kullu, Forest Division Kullu.**

Endst. No.FCA/6164-65

Dated Kullu, the 07th March, 2025

Copy for information & necessary action to:

1. Divisional Manager, FWD, HPSFDC Ltd. Kullu.
2. Range Forest Officer, Kullu. She is directed to monitor the works regularly and ensure the compliance of above stipulations.



**Divisional Forest Officer
Kullu, Forest Division Kullu.**

Form-II
(for projects other than linear projects)
Government of Himachal Pradesh

Office of the District Collector, Kullu, Distt. Kullu, H.P.

No: 1184...../DRA

Dated: 31-05-23.....

TO WHOM SO EVER IT MAY CONCERN

In compliance of the Ministry of Environment and Forest (MoEF), Government of India's letter No. 11-9/98-FC (pt.) dated 3rd August 2009 wherein the MoEF issued guidelines on submission of evidences for having initiated and completed the process of settlement of rights under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 ('FRA' for short) on the forest land proposed to be diverted for non-forest purposes, it is certified that 0.7681 hectare of the forest land proposed to be diverted in favour of the Zonal Officer, Northern Region, National Highway Logistic Management Limited for Construction of Bijli Mahadev Ropeway Project, in district Kullu falls within jurisdiction of Gram Panchayat Chansari in Tehsil, Kullu.

It is further certified that:

- (a) The complete process for identification and settlement of rights under the FRA has been carried out for the entire forest area of Pechha Kandi (an uninhabited village). A copy of records of all consultations and meetings of the Forest Rights Committee(s), Gram Sabha(s), Sub Division Level Committee(s) and District Level Committee for all the neighbouring Muhals of Gram Panchayat Chansari which are inhabited are enclosed as annexure A to annexure D.
- (b) The proposal for diversion of 0.7681 hectare of forest area was placed for concurrence & approved by the Distt. Level Committee.
- (c) Each of concerned Gram Sabha(s) has certified that all formalities/ processes under the FRA have been carried out and that they have given their consent to Nil claim at a particular area. A copy of certificate issued by the Gram Sabha of neighbouring inhabited Villages Chansari & Pechha enclosed as annexure A to Annexure B.
- (d) The discussion and decision on such proposals had taken place only when there was a quorum of minimum 50% of the members of Gram Sabha present.
- (e) The rights of Primitive Tribal Groups and Pre-Agriculture Communities, where applicable have been specifically safeguarded as per section 3(1)(e) of the FRA.

Encl: As above.


(Ashutosh Garg, IAS)
District Collector,
Kullu.

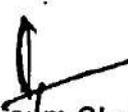
Proceedings of the meeting of the District Level Committee constituted under Schedule Tribes & Other Traditional Forest Dwellers (Recognition of Forest Rights) Act (FRA), 2006.

A meeting of the District Level Committee of Kullu District, constituted under FRA, 2006 was held under the Chairmanship of Ashutosh Garg, IAS, Deputy Commissioner, Kullu on 27-05-2023 at 11.00 AM at Kullu in which the application(s) claiming rights in Gram Panchayat Chansari forest area under FRA, 2006 of the following applicant(s) was discussed to consider the same for admission by the District Level Committee.

After scrutiny of the documents and detailed discussions the following decisions were taken on each application:-

Name of Applicant	Purpose	Decision
The Zonal Officer, Northern Region, National Highways Logistic Limited.	Diversion of 0.7681 hectare uninhabited / unpopulated reserved forest land for the construction of Bijli Mahadev Ropeway Project, at Muhal Pechha Kandi, in Tehsil & Distt. Kullu (H.P.)	admitted

Place: Kullu


DC-cum Chairman
District Level Committee,
Kullu District HP.

Form-II
(for projects other than linear projects)
Government of Himachal Pradesh

Office of the District Collector, Kullu, Distt. Kullu, H.P.

No: 1185 /DRA

Dated: 31-05-23

TO WHOM SO EVER IT MAY CONCERN

In compliance of the Ministry of Environment and Forest (MoEF), Government of India's letter No. 11-9/98-FC (pt.) dated 3rd August 2009 wherein the MoEF issued guidelines on submission of evidences for having initiated and completed the process of settlement of rights under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 ('FRA' for short) on the forest land proposed to be diverted for non-forest purposes, it is certified that 0.7512 hectare of the forest land proposed to be diverted in favour of the Zonal Officer, Northern Region, National Highway Logistic Management Limited for Construction of Billi Mahadev Ropeway Project, in district Kullu falls within jurisdiction of Gram Panchayat Chansari in Tehsil, Kullu.

It is further certified that:

- (a) The complete process for identification and settlement of rights under the FRA has been carried out for the entire forest area of Pechha village. A copy of records of all consultations and meetings of the Forest Rights Committee(s), Gram Sabha(s), Sub Division Level Committee(s) and District Level Committee are enclosed as annexure A to annexure D.
- (b) The proposal for diversion of 0.7512 hectare of forest area was placed for concurrence & approved by the Distt. Level Committee.
- (c) Each of concerned Gram Sabha(s) has certified that all formalities/ processes under the FRA have been carried out and that they have given their consent to Nil claim at a particular area. A copy of certificate issued by the Gram Sabha of Pechha villages (s) is enclosed as annexure A to annexure F.
- (d) The discussion and decision on such proposals had taken place only when there was a quorum of minimum 50% of the members of Gram Sabha present.
- (e) The rights of Primitive Tribal Groups and Pre-Agriculture Communities, where applicable have been specifically safeguarded as per section 3(1)(e) of the FRA.

Encl: As above.


(Ashutosh Garg, IAS)
District Collector,
Kullu.

Proceedings of the meeting of the District Level Committee constituted under Schedule Tribes & Other Traditional Forest Dwellers (Recognition of Forest Rights) Act (FRA), 2006.

A meeting of the District Level Committee of Kullu District, constituted under FRA, 2006 was held under the Chairmanship of Ashutosh Garg, IAS, Deputy Commissioner, Kullu on 27-05-2023 at 11.00 AM at Kullu in which the application(s) claiming rights in Gram Panchayat Chansari forest area under FRA, 2006 of the following applicant(s) was discussed to consider the same for admission by the District Level Committee.

After scrutiny of the documents and detailed discussions the following decisions were taken on each application:-

Name of Applicant	Purpose	Decision
The Zonal Officer, Northern Region, National Highways Logistic Limited.	Diversion of 0.7512 hectare of forest land for the construction of Bijli Mahadev Ropeway Project, At Muhal Pechha, in Tehsil & Distt. Kullu (H.P.)	admitted

Place: Kullu


DC-cum Chairman
District Level Committee,
Kullu District HP.

5⁵¹1

Form-II
(for projects other than linear projects)
Government of Himachal Pradesh

Office of the District Collector, Kullu, Distt. Kullu, H.P.

No:1186...../DRA

Dated: ...31-05-23.....

TO WHOM SO EVER IT MAY CONCERN

In compliance of the Ministry of Environment and Forest (MoEF), Government of India's letter No. 11-9/98-FC (pt.) dated 3rd August 2009 wherein the MoEF issued guidelines on submission of evidences for having initiated and completed the process of settlement of rights under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 ('FRA' for short) on the forest land proposed to be diverted for non-forest purposes, it is certified that 1.1135 hectare of the forest land proposed to be diverted in favour of the Zonal Officer, Northern Region, National Highway Logistic Management Limited for Construction of Bijli Mahadev Ropeway Project, in district Kullu falls within jurisdiction of Gram Panchayat Talogi in Tehsil, Kullu.

It is further certified that:

- (a) The complete process for identification and settlement of rights under the FRA has been carried out for the entire forest area of Talogi village. A copy of records of all consultations and meetings of the Forest Rights Committee(s), Gram Sabha(s), Sub Division Level Committee(s) and District Level Committee are enclosed as annexure A to annexure D.
- (b) The proposal for diversion of 1.1135 hectare of forest area was placed for concurrence & approved by the Distt. Level Committee.
- (c) Each of concerned Gram Sabha(s) has certified that all formalities/ processes under the FRA have been carried out and that they have given their consent to Nil claim at a particular area. A copy of certificate issued by the Gram Sabha of Talogi villages (s) is enclosed as annexure A to annexure B.
- (d) The discussion and decision on such proposals had taken place only when there was a quorum of minimum 50% of the members of Gram Sabha present.
- (e) The rights of Primitive Tribal Groups and Pre-Agriculture Communities, where applicable have been specifically safeguarded as per section 3(1)(e) of the FRA.

Encl: As above.


(Ashutosh Garg, IAS)
District Collector,
Kullu.

Proceedings of the meeting of the District Level Committee constituted under Schedule Tribes & Other Traditional Forest Dwellers (Recognition of Forest Rights) Act (FRA), 2006.

A meeting of the District Level Committee of Kullu District, constituted under FRA, 2006 was held under the Chairmanship of Ashutosh Garg, IAS, Deputy Commissioner, Kullu on 27-05-2023 at 11.00 AM at Kullu in which the application(s) claiming rights in Gram Panchayat Talogi forest area under FRA, 2006 of the following applicant(s) was discussed to consider the same for admission by the District Level Committee.

After scrutiny of the documents and detailed discussions the following decisions were taken on each application:-

Name of Applicant	Purpose	Decision
The Zonal Officer, Northern Region, National Highways Logistic Limited.	Diversion of 1.1135 hectare of forest land for the construction of Bijli Mahadev Ropeway Project, at Muhal Talogi, in Tehsil & Distt. Kullu (H.P.)	admitted

Place: Kullu


DC-cum Chairman
District Level Committee,
Kullu District HP.

Form-II
(For projects other than linear projects)
Government of Himachal Pradesh

Office of the District Collector, Kullu, Distt. Kullu, H.P.

No:1187...../DRA

Dated:31-05-22.....

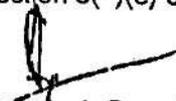
TO WHOM SO EVER IT MAY CONCERN

In compliance of the Ministry of Environment and Forest (MoEF), Government of India's letter No. 11-9/98-FC (pt.) dated 3rd August 2009 wherein the MoEF issued guidelines on submission of evidences for having initiated and completed the process of settlement of rights under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 ('FRA' for short) on the forest land proposed to be diverted for non-forest purposes, it is certified that 0.4774 hectare of the forest land proposed to be diverted in favour of the Zonal Officer, Northern Region, National Highway Logistic Management Limited for Construction of Bijli Mahadev Ropeway Project, in district Kullu which falls within jurisdiction of Gram Panchayat Balh-II in Tehsil, Kullu.

It is further certified that:

- (a) The complete process for identification and settlement of rights under the FRA has been carried out for the entire 0.4774 hectare of forest area proposed for diversion. A copy of records of all consultations and meetings of the Forest Rights Committee(s), Gram Sabha(s), Sub Division Level Committee(s) and District Level Committee are enclosed as annexure A to annexure D.
- (b) The proposals for such diversion (with full details of the project and its implications, in vernacular/ local language) have been placed before each concerned Gram Sabha of forest dwellers, who are eligible under the FRA.
- (c) The each of concerned Gram Sabha(s) has certified that all formalities/ processes under the FRA have been carried out and that they have given their consent to the proposed diversion and the compensation and ameliorative measures, if any having understood the purpose and detail of proposed diversion. A copy of certificate issued by the Gram Sabha of Pirdi & Naraini villages (s) is enclosed as annexure A to annexure B.
- (d) The discussion and decision on such proposals had taken place only when there was a quorum of minimum 50% of the members of Gram Sabha present.
- (e) The rights of Primitive Tribal Groups and Pre-Agriculture Communities, where applicable have been specifically safeguarded as per section 3(1)(e) of the FRA.

Encl: As above.


(Ashuosh Garg, IAS)
District Collector,
Kullu.

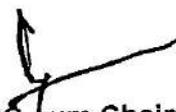
Proceedings of the meeting of the District Level Committee constituted under Schedule Tribes & Other Traditional Forest Dwellers (Recognition of Forest Rights) Act (FRA), 2006.

A meeting of the District Level Committee of Kullu District, constituted under FRA, 2006 was held under the Chairmanship of Ashutosh Garg, IAS, Deputy Commissioner, Kullu on 27-05-2023 at 11.00 AM at Kullu in which the application(s) claiming rights in Gram Panchayat Balh-II forest area under FRA, 2006, of the following applicant(s), duly processed and recommended by the Sub Division Level Committee(s) of Kullu Sub Division(s), were discussed to consider the same for admission by the District Level Committee.

After scrutiny of the documents and detailed discussions the following decisions were taken on each application:-

Name of Applicant	Purpose	Decision
The Zonal Officer, Northern Region, National Logistics Management Limited.	Diversion of 0.4774 hectare of forest land for the Construction of Bijli Mahadev Ropeway Project, at Muhal Pirdi & Naraini, Tehsil & Distt. Kullu (H.P.)	admitted

Place: Kullu


DC-cum Chairman
District Level Committee,
Kullu District HP.

उपस्थित सदस्यों की संख्या 162 / 285

प्रस्ताव संख्या : 01

दिनांक 12-05-2023

विषय : बिजली महीनव रीपवे प्रोजेक्ट सम्बन्धी N.O.C वारे

आज दिनांक 12-05-2023 को ग्राम / वार्ड सभा वार्ड नं. 3 नरैणी

की बैठक श्री/श्रीमति गीता देवी की अध्यक्षता में सम्पन्न हुई। इस बैठक में यहां पर रहने

वाले OTFD's और OTST's परिवारों को मूलभूत सुविधा बिजली महीनव रीपवे प्रोजेक्ट

...प्रदान करने हेतु चर्चा की गयी। ग्राम सभा में सर्वसम्मति से इस प्रस्ताव पर गहन चर्चा की गई और पाया

गया कि गांव नरैणी वार्ड नं. 3 में रहने वाले OTFD's और OTST's परिवारों तथा अन्य परिवारों

कोसुविधा से जोड़ा जाना अति आवश्यक है। इस रीपवे प्रोजेक्ट के निर्माण से यहां पर

रहने वाले OTFD's और OTST's परिवारों को मूलभूत सुविधा प्राप्त होगी। इस गांव में अन्य भूमि न होने

के कारण ग्राम सभा सर्व सम्मति से वन भूमि खसरा नं. 0 / टुकडा नं. 172

मोहाल बल्ह प्लाटी में 0.4774 हेक्टेयर भूमि को बिजली महीनव रीपवे निर्माण हेतु

अनुमोदित करती है, इस नरैणी वन भूमि पर बनने से यहां पर रहने वाले OTFD's और OTST's

परिवारों के अधिकारों का हनन नहीं होता है।

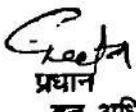
अतः ग्राम/वार्ड सभा वार्ड नं. 3 नरैणी कुल्लु तहसील कुल्लु सर्वसम्मति से

प्रस्तावित वन भूमि खसरा नं. 0 / टुकडा नं. 0 मोहाल 172 बल्ह प्लाटी मौजा जिसका क्षेत्रफल

हेक्टेयर, गांव नरैणी तहसील कुल्लु उपरोक्त रीपवे प्रोजेक्ट निर्माण हेतु

विभाग को प्रस्तावित रीपवे निर्माण के उपयोग के लिए अनुमंदिता करती है।


प्रधान


प्रधान


सचिव


सचिव

वन अधिकार कमेटी, नरैणी
ग्राम पंचायत बल्ह-II
विकास खण्ड कुल्लु (हि0प्र0)

No Objection Certificate (Forest Right Committee)

वन अधिकार समिति, वार्ड नं० (३)/ग्राम नरैणी तहसील बुल्ल

सर्वसम्मति से पारित करती है कि गांव नरैणी तहसील बुल्ल में प्रस्तावित विजली मंदिर

पर्व प्रोजेक्ट के निर्माण हेतु वन भूमि खसरा नं०/ टुकड़ा नं० 1 व 2 मोहाल बुल्ल

जिसका क्षेत्रफल 0.4774 हेक्टेयर, में रापवे प्रोजेक्ट बनने से इस समिति को कोई आपत्ति नहीं है।

सदस्य

Geeeta
प्रधान सचिव
वन अधिकार कमेटी, नरैणी
ग्राम पंचायत बल्ल-II
प्रधान अधिकार समिति (वि० प्र०)

1. श्री प्रदीप लक्ष्मी पत्नी श्री शशाङ्क
2. श्री रश्मि पत्नी श्री अनिल कुमार
3. श्री राजेश दास
4. श्री कल्पित देव पुत्र श्री दलीप अर्जुन
5. श्री सुनील कुमार पुत्र श्री महेंद्र सिंह
6. श्री अरवि पुत्र पत्नी अशोक कुमार
7. श्री अरवि शीला पत्नी अनेश दास
8. श्री अरवि संध्या पीला पत्नी श्री योगेश

राजीव

Archiara

राजीव

Rajiv

Rajiv

पूजा

Meesna

संध्या पीला

उपस्थित सदस्यों की संख्या 162/285

प्रस्ताव संख्या : 01

दिनांक 12.05.2023

विषय : वित्तली महोदय सेपरेट पीलेन्ट खसरा नं० 1

आज दिनांक 12/5/2023 को ग्राम / वार्ड सभा वार्ड नं० 3 नरैणी

की बैठक श्री/श्रीमति गीता देवी की अध्यक्षता में सम्पन्न हुई। इस बैठक में यहां पर रहने वाले OTFD's और OTST's परिवारों को मूलभूत सुविधा वित्तली महोदय सेपरेट पीलेन्ट ...प्रदान करने हेतु चर्चा की गयी। ग्राम सभा में सर्वसम्मति से इस प्रस्ताव पर गहन चर्चा की गई और पाया गया कि गांव नरैणी वार्ड नं० 3 में रहने वाले OTFD's और OTST's परिवारों तथा अन्य परिवारों कोसुविधा से जोडा जाना अति आवश्यक है। इस सेपरेट पीलेन्ट के निर्माण से यहां पर रहने वाले OTFD's और OTST's परिवारों को मूलभूत सुविधा प्राप्त होगी। इस गांव में अन्य भूमि न होने के कारण ग्राम सभा सर्व सम्मति से वन भूमि खसरा न०/ टुकडा न० 1 व 2 मोहाल वार्ड नं० 3 नरैणी में हैक्टेयर भूमि को वित्तली महोदय सेपरेट पीलेन्ट निर्माण हेतु अनुमोदित करती है, इस नरैणी वन भूमि पर बनने से यहां पर रहने वाले OTFD's और OTST's परिवारों के अधिकारों का हनन नहीं होता है।

अतः ग्राम/वार्ड सभा वार्ड नं० 3 नरैणी तहसील नरैणी सर्वसम्मति से

प्रस्तावित वन भूमि खसरा न०/ टुकडा न० मोहाल 1 व 2 वार्ड नं० 3 नरैणी जिसका क्षेत्रफल हैक्टेयर, गांव नरैणी तहसील नरैणी उपरोक्त वित्तली महोदय सेपरेट पीलेन्ट निर्माण हेतु विभाग को प्रस्तावित सेपरेट पीलेन्ट निर्माण के उपयोग के लिए अनुमोदित करती है।

Prakash
प्रधान

Prakash
सचिव
वन अधिकार कमेटी, नरैणी
ग्राम पंचायत बल्ड-II
विकास खण्ड कुल्लू (हि०प्र०)

Prakash
सचिव

No Objection Certificate (Forest Right Committee)

वन अधिकार समिति, वार्ड न० (3) / ग्राम नरैणी तहसील अल्मोड़ा
 सर्वसम्मति से पारित करती है कि गांव नरैणी तहसील अल्मोड़ा में प्रस्तावित बिजली मध्याह्न
रोपड़ प्रोजेक्ट के निर्माण हेतु वन भूमि खसरा न० / टुकड़ा न० 102 मोहाल अल्मोड़ा
 जिसका क्षेत्रफल हैक्टेयर, में रोपड़ प्रोजेक्ट बनने से इस समिति को कोई आपत्ति नहीं है।

Coor
 प्रधान ~~सचिव~~
 वन अधिकार कमेटी, नरैणी
 ग्राम पंचायत बल्ह-II
 प्रशासनिक अधिकार समिति (प्र०)

सदस्य

1. श्री मन्दी लक्ष्मी देवी पत्नी श्री रवजीत
2. --- अर्चना देवी पत्नी श्री अजित
3. --- गंगा दासी पत्नी श्री सुनील
4. --- पुष्पा देवी पत्नी श्री अशोक कुमार
5. --- शीला पत्नी श्री जगेश कुमार
6. --- संध्या काल पत्नी श्री अशोक
7. --- कल्पिता देवी पत्नी श्री कल्पिता
8. --- सुनील कुमार पत्नी श्री अशोक

लक्ष्मी देवी
Ashwari
गंगा दासी
पुष्पा
Meena
संध्या काल
Katki
Sunil Kumar

Annexure-II

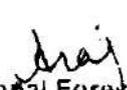
[See Rule 8(h)]

TITLE FOR FOREST LAND UNDER OCCUPATION

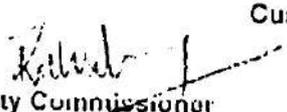
1	Name(s) of holder(s) of forest rights (including spouse).	NIL
2	Name of the father/ mother	NIL
3	Name of dependents:	NIL
4	Address:	NIL
5	Village/ gram sabha.	NIL
6	Gram Panchayat:	NIL
7	Tehsil/ Taluka:	NIL
8	District:	NIL
9	Whether Scheduled Tribe or Other Traditional Forest Dweller:	NIL
10	Area:	NIL
11	Description of boundaries by prominent landmarks including khasra/ compartments No.	No individual claim has been received produced in Mutual "Pechlia".

This title is heritable, but not alienable or transferable under sub-section (4) of Section 4 of the Act.

We, the undersigned hereby, for and on behalf of the Government of Himachal Pradesh affix our signatures to confirm the above forest right.


Divisional Forest Officer
Kullu


Additional District Magistrate-
Cum-Member Secretary, Kullu


Deputy Commissioner
Kullu

TITLE TO COMMUNITY FOREST RIGHTS

1.	Name(s) of holder(s) of Community forest rights.	All Permanent Residents of Revenue Estate Muhal Pechha
2.	Village/ gram sabha.	Muhal Pechha
3.	Gram Panchayat.	CHANSARI
4.	Tehsil/ Taluka	KULLU
5.	District	Kullu
6.	Scheduled Tribe/ Other Traditional Forest Dweller.	Scheduled Tribe/ Other Traditional Forest Dweller
7.	Nature of community rights.	As no claims have been received at the Muhal level or the Sub-Division level, the community rights as recorded in the Wazib-Ul-Arz and Forest Settlement report are deemed to be settled.
8.	Conditions if any:	
9.	Description of boundaries including customary boundary and/ or by prominent landmarks including Kharsa/ compartment No.	Entire forest land of Muhal "Pechha".

Name(s) of the holder(s) of community forest right:

- 1 ALL PERMANENT RESIDENTS OF REVENUE ESTATE "Pechha"

We, the undersigned hereby, for and on behalf of the Government of Himachal Pradesh affix our signatures to confirm the forest right as mentioned in the Title to the above mentioned holders of community forest rights.

[Signature]
Divisional Forest Officer
Kullu

[Signature]
Additional District Magistrate-
Cum-Member Secretary, Kullu

[Signature]
Deputy Commissioner
Kullu

अनुसूचित जनजाति और अन्य परम्परागत वन निवासी (वन अधिकारी की मान्यता) अधिनियम, 2006

कार्यालय ग्राम पंचायत

विकास खण्ड नागर

का जिला हि0प्र0

प्रतिलिपि प्रस्ताव

जमान श्री/ श्रीमते नागर नागर

दिनांक 9-12-2019

गणपूर्ति 124/247

प्रस्ताव संख्या 01

मुहल पेटव्या के जंगल/वन क्षेत्र में वन अधिकार हेतु प्रस्ताव ।

मुहल सभा पेटव्या की बैठक आज दिनांक 9-12-2019 को प्रातः/दोपहर 11 बजे स्थान पेटव्या में की गई जिसमें प्राप्त दावों का ब्यौरा निम्न है :-

1) वन अधिकार अधिनियम के अन्तर्गत प्राप्त व्यक्तिगत दावे:-

क्रम संख्या	कुल प्राप्त दावे	स्वीकृत	अस्वीकृत	टिप्पणी
1	124	124	0	124

2) वन अधिकार अधिनियम के अन्तर्गत सामुदायिक दावे:-

क्रम संख्या	कुल प्राप्त दावे	स्वीकृत	अस्वीकृत	टिप्पणी
1	124	124	0	124

3) वन अधिकार अधिनियम के अन्तर्गत सामुदायिक वन संसाधन से सम्बन्धित दावे

क्रम संख्या	कुल प्राप्त दावे	स्वीकृत	अस्वीकृत	टिप्पणी
1	124	124	0	124

ग्राम सभा की इस बैठक में अनुसूचित जनजाति और अन्य परम्परागत वन निवासी वन अधिकारों की मान्यता अधिनियम, 2006 के अन्तर्गत वन अधिकारों के दावों के निपटारे पर चर्चा की गई तथा सर्वसम्मति से यह पारित किया गया कि उपरोक्त अधिनियम के अन्तर्गत वन अधिकारों के दावों के निपटारे सम्बन्धित सारी प्रक्रिया पूरी की जा चुकी है।

स्थान पेटव्या

दिनांक 9-12-2019

नागर नागर

नागर नागर

अनुसूचित जनजाति और अन्य परम्परागत वन निवासी (वन अधिकारी की मान्यता) अधिनियम, 2006

वन अधिकार समिति
गाम सभा. पेचदा

प्रस्ताव संख्या २१

दिनांक १-१२-२०११

वन अधिकार समिति गाम सभा (मुहाल) पेचदा तहसील पेचदा
उपण्डल कुन्लू की बैठक आज दिनांक १-१२-११ को ११ बजे स्थान पेचदा
में श्री / श्रीमति देवदास की अध्यक्षता में की गई जिसमें पेचदा
मुहाल के अनुसूचित जनजाति और अन्य परम्परागत वन निवासियों से अनुसूचित जनजाति और
अन्य परम्परागत वन निवासी (वन अधिकारी की मान्यता) अधिनियम, 2006 के अन्तर्गत
जंगल/वन क्षेत्र से सम्बन्धित वन अधिकारी के दावे हेतु प्रात आवेदनों पर चर्चा की गई,
जिसमें निम्नलिखित वन अधिकार हेतु दावे प्रस्तुत हुए :-

1. (फार्म-ए. वन अधिकार अधिनियम के अन्तर्गत व्यक्तिगत दावे)

लिम

2. (फार्म-बी. वन अधिकार अधिनियम के अन्तर्गत सामुदायिक दावे)

लिम

3. (फार्म-सी. वन अधिकार अधिनियम के अन्तर्गत सामुदायिक वन संसाधन से सम्बन्धित दावे)

लिम

पेचदा

जगरान

Annexure-II

[See Rule 8(h)]

TITLE FOR FOREST LAND UNDER OCCUPATION

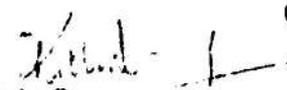
1	Name(s) of holder(s) of forest rights (including spouse)	NIL
2	Name of the father/ mother	NIL
3	Name of dependents	NIL
4	Address	NIL
5	Village/ gram sabha	NIL
6	Gram Panchayat	NIL
7	Tehsil/ Taluka	NIL
8	District	NIL
9	Whether Scheduled Tribe or Other Traditional Forest Dweller	NIL
10	Area	NIL
11	Description of boundaries by prominent landmarks including khasra/ compartments No.	No individual claim has been received/ produced in Muntal Talugi

This title is heritable, but not alienable or transferable under sub-section (4) of Section 4 of the Act.

We, the undersigned hereby, for and on behalf of the Government of Himachal Pradesh affix our signatures to confirm the above forest right.


Divisional Forest Officer
Kullu


Additional District Magistrate-
Cum-Member Secretary, Kullu


Deputy Commissioner
Kullu

Annexure-III

[See Rule 8(h)]

TITLE TO COMMUNITY FOREST RIGHTS

1	Name(s) of holder(s) of Community forest rights	All Permanent Residents of Revenue Estate (Muhai) Talogi
2	Village/ gram sabha	Muhai "Talogi"
3	Gram Panchayat	TALOGI
4	Tehsil/ Taluka	KULLU
5	District	Kullu
6	Scheduled Tribe/ Other Traditional Forest Dweller	Scheduled Tribe/ Other Traditional Forest Dweller
7	Nature of community rights.	As no claims have been received at the Muhai level or the Sub-Division level, the community rights as recorded in the Wazib-Ul-Arz and Forest Settlement report are deemed to be settled
8	Conditions if any	
9	Description of boundaries including customary boundary and/ or by prominent landmarks including Kharsa/ compartment No.	Entire forest land of Muhai "Talogi".

Name(s) of the holder(s) of community forest right:

1 ALL PERMANENT RESIDENTS OF REVENUE ESTATE "Talogi"

We, the undersigned hereby, for and on behalf of the Government of Himachal Pradesh affix our signatures to confirm the forest right as mentioned in the Title to the above mentioned holders of community forest rights

[Signature]
Divisional Forest Officer
Kullu

[Signature]
Additional District Magistrate-
Cum-Member Secretary, Kullu

[Signature]
Deputy Commissioner
Kullu

[Signature]

अनुसूचित जनजाति और अन्य परम्परागत वन निवासी (वन अधिकारी की मान्यता) अधिनियम, 2006

वन अधिकार समिति
गाम सभा.....

प्रस्ताव संख्या 61

दिनांक 12

वन अधिकार समिति गाम सभा (मुहाल)..... तहसील.....

उपखंडल कुल्लू की बैठक आज दिनांक को बजे स्थान
... में श्री / श्रीमति की अध्यक्षता में की गई जिसमें

मुहाल के अनुसूचित जनजाति और अन्य परम्परागत वन निवासियों से अनुसूचित जनजाति और
अन्य परम्परागत वन निवासी (वन अधिकारी की मान्यता) अधिनियम, 2006 के अन्तर्गत

..... जंगल/वन क्षेत्र से सम्बन्धित वन अधिकारी के दाये हेतु प्राप्त आवेदनों पर चर्चा की गई,
जिसमें निम्नलिखित वन अधिकार हेतु दाये प्रस्तुत हुए :-

1. (फार्म-ए, वन अधिकार अधिनियम के अन्तर्गत व्यक्तिगत दाये)

NIL

2. (फार्म-बी, वन अधिकार अधिनियम के अन्तर्गत सामुदायिक दाये)

NIL

3. (फार्म-सी, वन अधिकार अधिनियम के अन्तर्गत सामुदायिक वन संसाधन से सम्बन्धित दाये)

NIL

लाभू राम
प्रधान
वन सौदागी दलवागी

(सचिव)
वन सौदागी दलवागी

526

शान्ति और अन्य परम्परागत वन

कार्यालय ग्राम पंचायत
विकास खण्ड

का जिला हि0प्र0

प्रतिलिपि प्रस्ताव

प्रधान श्री / श्रीमति

दिनांक 17-12-2019

गृणपूर्ति

प्रस्ताव संख्या CI

मुहाल के जंगल/वन क्षेत्र में वन अधिकार हेतु प्रस्ताव ।

मुहाल सभा की बैठक आज दिनांक को
प्रातः/दोपहर बजे स्थान में की गई जिसमें
प्राप्त दावों का व्यौरा निम्न है :-

1) वन अधिकार अधिनियम के अन्तर्गत प्राप्त व्यक्तिगत दावे:-

क्रम संख्या	कुल प्राप्त दावे	स्वीकृत	अस्वीकृत	टिप्पणी
	NIL	NIL	NIL	NIL

2) वन अधिकार अधिनियम के अन्तर्गत सामुदायिक दावे:-

क्रम संख्या	कुल प्राप्त दावे	स्वीकृत	अस्वीकृत	टिप्पणी
	NIL	NIL	NIL	NIL

3) वन अधिकार अधिनियम के अन्तर्गत सामुदायिक वन संसाधन से सम्बन्धित दावे

क्रम संख्या	कुल प्राप्त दावे	स्वीकृत	अस्वीकृत	टिप्पणी
	NIL	NIL	NIL	NIL

ग्राम सभा की इस बैठक में अनुसूचित जनजाति और अन्य परम्परागत वन निवासी वन अधिकारों की मान्यता अधिनियम, 2006 के अन्तर्गत वन अधिकारों के दावों के निपटारे पर चर्चा की गई तथा सर्वसम्मति से यह पारित किया गया कि उपरोक्त अधिनियम के अन्तर्गत वन अधिकारों के दावों के निपटारे सम्बन्धित सारी प्रकृष्टा पूरी की जा चुकी है।

स्थान
दिनांक

.....
.....
.....

.....
.....

527

SDM-KLU-SDA/FRA/19/2019-vol-I - 2/1

OFFICE OF THE SUB DIVISIONAL OFFICER, Kullu,
DISTT. KULLU, HIMACHAL PRADESH.

Dated:- 6.2.2020

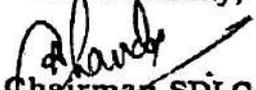
To
The Chairman DLC-cum
Deputy Commissioner, Kullu.

Subject: - Regarding SDLC meeting.

Ma'am,

On the above noted subject, it is submitted that meeting of SDLC was held on 03.02.2020 under the chairmanship of undersigned. Total 146 matters of FRA were submitted before the SDLC and on perusal of it was found that all matters are in order. Therefore, 146 matters of FRA are being submitted herewith in original for taking further necessary action please.

Yours faithfully,


Chairman SDLC-cum
Divisional Officer,
Kullu.


06/02/2020

**OFFICE OF THE SUB DIVISIONAL OFFICER (CIVIL) KULLU, DISTRICT
KULLU, H.P.**

**Proceeding of the meeting of the Sub Divisional Level Committee
under Schedule Tribe & Other Traditional Forest Dwellers
(Recognition of Rights) Act(FRA), 2006.**

A meeting of the Sub Divisional Level Committee Kullu constituted under FRA, 2006 was held under the Chairmanship of Sh. Anurag Chander Sharma, IAS, Sub Divisional Officer, Kullu on dated 03.02.2020 at 11.00 AM in which application(s) of Individual Rights, Community Rights and Community Forest Resource Right have been received from 146 FRCs through Block Development Officer, Naggar. Each case was duly processed and recommended by the concerned Mahal Sabha and discussed to consider the same for recommendation to the District Level Committee.

After scrutiny of the documents and detailed discussions, the claim of the following applicants were found in order and recommended for admission to the District Level Committee.

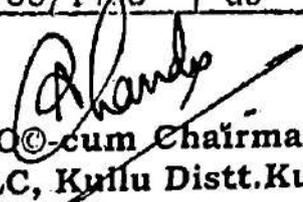
Sr. No.	Name of Panchayat	Name of FRC	Quorum	No. of claims received from FRC
	Benchi			
1.		Raison	218/413	Nil
2.		Benchi	548/1088	-do-
	Seugi			
3.		Trambli	80/143	-do-
4.		Seugi	276/550	-do-
5.		Talaiti	170/300	-do-
	Kais			
6.		Malahir	63/120	-do-
7.		Kais	143/280	-do-
8.		Seubagh	180/300	-do-
	Gahar			
9.		Gahar	420/820	-do-
10.		Seubagh	148/290	-do-
11.		Padmecha	91/180	-do-
	Malana			
12.		Malana	491/923	-do-
	Devgarh			

13.		Trisdi	105/205	-do-
14.		Himbri	98/182	-do-
15.		Grahan	54/93	-do-
16.		Dohlu Nalla	205/404	-do-
17.		Parvi	60/117	-do-
18.		Galchhet	93/100	-do-
19.		Karal	207/210	-do-
	Shirad			
20.		Shirad	124/218	-do-
21.		Shirad-I	125/240	-do-
22.		Shirad-II	94/180	-do-
23.		Shilihar	76/180	-do-
24.		Jalohra	77/150	-do-
25.		Kamahrdla	18/35	-do-
26.		Mathishil	63/110	-do-
27.		Kufri	15/18	-do-
28.		Janehda	38/70	-do-
	Raison			
29.		Manjhlihar	23/40	-do-
30.		Chhatenseri	109/215	-do-
31.		Kahudhar	29/56	-do-
32.		Khargan	76/136	-do-
33.		Lohdi	72/140	-do-
34.		Pangan	150/296	-do-
35.		Raison	313/622	-do-
36.		Sajooni	56/109	-do-
	Hallan-I			
37.		Sarsai	300/598	-do-
38.		Chhaki	202/388	-do-
39.		Ranghdi	251/500	-do-
40.		Hallan-I	193/303	-do-
41.		Raaman	192/380	-do-
42.		Kumahrti	157/300	-do-
	Mandalgarh			
43.		Shim	134/268	-do-
44.		Salingcha	75/145	-do-
45.		Khadihar	125/236	-do-
46.		Sheldi	90/176	-do-
	Jana			
47.		Dharna	31/36	-do-
48.		Jana	104/200	-do-
49.		Barnot	37/55	-do-
50.		Deoghru-Muhal	30/80	-do-
51.		Kalmi	15/20	-do-
52.		Gohru	16/28	-do-
53.		Mehrabagh	10/12	-do-
	Naggar			
54.		Pulag	56/63	-do-

	Chachogi	84/134	-do-
	Mashada	37/48	-do-
	Rumsu	166/250	-do-
	marhi	103/199	-do-
	Naggar	225/300	-do-
	Ghadopa	41/80	-do-
60.	Karadsu		
	Tandla	87/173	-do-
61.	Sour	120/224	-do-
62.	Kotadhar	86/130	-do-
63.	Soyal	217/433	-do-
64.	Raugi	241/470	-do-
65.	Kholtu	63/126	-do-
66.	Katei	36/65	-do-
67.	Chanjala	30/42	-do-
68.	Kais	168/334	-do-
69.	Bhulogi	63/126	-do-
70.	Karadsu	186/360	-do-
71.	Archhandi		
72.	Archhandi-I	150/275	-do-
73.	Archhandi-II	81/155	-do-
74.	Baga-Mahili	79/154	-do-
75.	Mahili	156/310	-do-
76.	Parsha	111/213	-do-
77.	Shadgran	110/213	-do-
78.	Jhunkhradhama	36/68	-do-
79.	Lady-Kanon-1	110/213	-do-
80.	Sharni	43/84	-do-
81.	Dhama	22/38	-do-
82.	Sharangran	135/225	-do-
83.	Fetavan	135/225	-do-
84.	Lady Kanon-2	135/225	-do-
	Hurang		
85.	Bhulng Jhakdi	131/259	-do-
86.	Dhara	122/242	-do-
87.	Dhalogi	26/51	-do-
88.	Runga -I	66/128	-do-
89.	Runga-II	65/128	-do-
90.	Reserved Forest Kalon	32/32	-do-
	Chansari		
91.	Chansari	435/865	-do-
92.	Pechha	124/247	-do-
	Kais		
93.	NainaSeri	47/85	-do-
	Neuli		
94.	Neuli	122/230	-do-
95.	Neuli-Pande	72/135	-do-

		Devdhar	177/350	-do-
		Bradha	63/120	-do-
97.	Fojjal	Fojjal	237/474	-do-
98.	Pichhlihar			
		Jolang	19/27	Nil
99.		Damcheen	51/54	-do-
100.		kathi	31/35	-do-
101.		Jigling	20/38	Nil
102.	Talogi			
		Trambli	222/345	Nil
103.		Talogi	282/535	-do-
104.	Puid			
		Thegara Shoran	40/78	-do-
105.		Tirasibra	69/128	-do-
106.		Kinja	161/308	-do-
107.		Puid	150/290	-do-
108.		Haleni	70/135	-do-
109.		Banontar	78/150	-do-
110.		Gharakad	127/240	-do-
111.		Chohki-Dobhi	94/184	-do-
112.	Neuli			
		Grahan	80/150	-do-
113.		Reserved Forest	45/85	-do-
114.		Bodsu		
		Sheela	41/72	-do-
115.		Therman	97/185	-do-
116.		Chanaugi	114/220	-do-
117.		Lugar Bhatti	53/100	-do-
118.		Jamuthaach	28/52	-do-
119.		Dehunidhar	145/280	-do-
120.		Mahunt Rashi	51/95	-do-
121.		Kot	97/190	-do-
122.		Grahand Pende	45/85	-do-
123.	Nathan			
		Thana Seri	45/50	-do-
124.		Laran Kelo	204/360	-do-
125.		Kaith Benar	72/80	-do-
126.		Kharol	50/50	-do-
127.		Ganesh nagar	180/340	-do-
128.		Nashala	160/309	-do-
129.		Nathan	140/268	-do-
130.		Chheti	72/140	-do-
131.		Mahili	40/45	-do-
132.		Shenshar	84/150	-do-
133.		Nathanuseri	87/150	-do-
134.		Paljot	71/120	-do-
135.		Thaach	155/268	-do-
136.				

137.		Dalaran	125/240	-do-
138.		Bihali	60/110	-do-
139.		Hirni	119/220	-do-
140.		Tlashani	20/38	-do-
141.		Guddaur	65/120	-do-
142.	Mandalgarh	Mandalgarh	66/120	-do-
143.		Mahiliseri	88/175	-do-
144.		Dobhi	375/730	-do-
145.	Katrain	Jatchad	665/1311	-do-
146.		Katrain	735/1463	-do-


SDO cum Chairman
SDLC, Kullu Distt. Kullu

**OFFICE OF THE SUB DIVISIONAL OFFICER (CIVIL) KULLU, DISTRICT
KULLU, (H.P.)**

Proceeding of the meeting of the Sub Divisional Level Committee under Schedule Tribe & Other Traditional Forest Dwellers (Recognition of Rights) Act (FRA), 2006.

A special meeting of the Sub Divisional Level Committee Kullu constituted under FRA, 2006 was held under the Chairmanship of, Sh. Vikas Shukla, HAS, Sub Divisional Officer @ Kullu on dated 24.05.2023 at 11.00 AM in respect of Bijlimahadev Rope Way Project. That patches of Forest land comprising under five Muhals, namely Pirdi, Naraini, Talogi, Pechha and Pechha Kandi were involved for abovesaid project. That, the proposed forest area for diversion as enumerated by user agency, i.e. National Highway Logistic Management Limited is herein contained:-

Sr.No.	Name of Muhals/Panchayat	Khasra No.	Present Status	Area in Hectare
1.	Pechha	201/1,201/2,194/1,484/203/1,484/203/2,484/203/3,231/1,231/2,240/1,423/1,423/2,478/1,478/2,480/1,480/2	Community/Individual right settled.	0.7512
2.	Talogi	Tukda No.1,2,3,4,5,6,7	Community/Individual right settled.	1.1135
3.	Pechha Kandi	1	uninhabited /unpopulated reserved forest land	0.7681
4.	GP Balh-II Pirdi/Naraini	Tukda No. 2	NOC issued by concerned Muhal Sabha/FRC(s)	0.4774


Sub Divisional Officer (C),
Kullu

That it is matter of fact that Community/ Individual claims involving Forest Rights/claims etc. pertaining to Muhals(s) Talogi and Pechha have already stood settled and relevant documents depicting claim settlement have already been sent before your goodself. It is pertinent to mention here that besides aforesaid Muhal Sabhas, there involved one Revenue Muhal named Pechha Kandi through which the proposed Ropeway scheduled to make way across. That, as per the report of Patwari Halqua of dated 20.05.2023 this uninhabited and unpopulated patch categorized as Demarcated Protected Forest (DPF) situated in muhal Reserve Forest Pechha Kandi, Patwar Circle Kharahal, Tehsil Kullu, comprised in khasra No. 1 (Min), total measuring 104-77-74 Hect. That, the character of this very patch of Reserve Forest makes it not possible to constitute FRC/Gram Sabha & other paraphernalities as mandated under the FRA, 2006 for its being uninhabited . Further, as stated vide report ibid, there are no individual or community rights pertaining to aforesaid muhal find mention or exists within Wazib-Ul-Arz (Village Administration Paper) of the area and that no such claims pertaining to aforesaid Muhal has ever been received by any relevant authority under the FRA Act, 2006.

Today, this SDLC assembled to discuss FRC and Gram Panchayat's No Objection Certificate regarding establishment of base station for Bijli Mahadev Ropeway project which falls within the territorial jurisdiction of Muhal (s) Pridi and Naraini. That, both the Muhal Sabha's above & their parent Gram Sabha, namely Balh-II have provided their assent for laying of base station for the Project at designated place vide resolution No.1 of dated 12.05.2023

Sub Divisional Officer (C.)
Kullu



Ministry of Environment, Forest and Climate Change, Sub-Office
Shimla



Regional Office, Chandigarh

Online Proposal No.: **FP/HP/OTHERS/418659/2023**



Dated: **04/09/2025**

To,

Additional Chief Secretary (Forest)
Himachal Pradesh Government
Armsdale Building, Shimla
(Email:-forestsecy-hp@nic.in)

Subject: **Diversion of 3.1102 ha of Forest Land in favor of National Highways Logistics Management Limited for the Development of a Ropeway from Nature Park (Mohal) to Bijli Mahadev Temple in district Kullu, under the jurisdiction of Kullu Forest Division, Dist. Kullu, Himachal Pradeshreg.-reg.**

Sir/Madam,

Kindly refer to the subject cited above and letter under reference for seeking prior approval in accordance with section 2 of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 for diversion of **3.1102 ha** of forest land for non-forestry purpose. **In this proposal, In-principle approval was granted by this office's letter of even number dated 08.07.2024, whose compliance report was received through State Government's Stage-I Compliance report dated 12.06.2025 (on PARIVESH). Due to NON satsfarcy compliance REPORT, EDS was raise by this office on 22.06.2025. State Govt submitted the Compliance of EDS on dated 14.08.2025. After careful examination of the received compliance, I am directed to convey Final Approval for the above-mentioned project, subject to the following conditions:**

1. General Conditions

S. No	Conditions
1.1	Legal status of the forest land shall remain unchanged.
1.2	The number of trees/plants to be felled shall not in any way exceed the number indicated in the proposal and no harm shall be done to the wildlife during felling of trees. The felling of trees/plants will be carried out under the strict supervision of the State Forest Department and the amount spent on felling of trees/plants will be deposited by the user agency to the State Forest Department.

S. No	Conditions
1.3	The Divisional Forest Officer shall ensure that the approved CA will not be changed without the approval of Competent Authority.
1.4	The Nodal Officer (State CAMPA) Authority shall ensure that the funds under State CAMPA will be released to Divisional Forest Officer as per approved CA scheme.
1.5	The State Government shall upload the KML files of the degraded forest area accepted for raising compensatory afforestation in the <i>E-Green watch portal of FSI</i> , before handing over of forest land to the user agency.
1.6	The initial permission will be given to this proposal for 99 years. After that the permission shall again be obtained from the Government of India. The period of diversion under this approval shall be co-terminus with the period of lease to be granted in favor of the user agency or the project life, whichever is less.
1.7	The forest land shall not be used for any purpose other than that specified in the proposal.
1.8	The user agency shall pay additional amount of NPV as and when increased by the order of Hon'ble Supreme Court and the State Government will ensure that the increased amount is deposited.
1.9	No kind of damage will be done to the adjoining forest land. Simultaneously, all efforts will be made to save adjoining forest and forest land.
1.10	The forest land proposed to be diverted shall, under no circumstances, be transferred to any other agency, department, or person without approval of the Central Government.
1.11	The layout plan of the proposal shall not be changed without prior approval of Central Government.
1.12	The boundary of the diverted forest land shall be suitably demarcated on ground at the project cost, as per the directions of the concerned Divisional Forest Officer.
1.13	The user agency shall carry out muck disposal at pre-designated sites as per the scheme approved.
1.14	Any other condition may be stipulated by this regional office from time to time, in the interest of conservation, protection and development of forests & wildlife.
1.15	User Agency shall obtain Environmental Clearance as per the provisions of the Environmental (Protection) Act, 1986, if applicable.
1.16	Violation of any of these conditions will amount to violation of Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 and action would be taken as per para 1.16 of the consolidated guidelines and clarifications on Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 and Van (Sanrakshan Evam Samvardhan) Rules, 2023, MoEF&CC.
1.17	It will be the responsibility of the State Government/User Agency to obtain all other prior approvals/clearances under all other relevant Acts/Rules/ Court's Rulings/instructions, etc., including environmental clearance, as applicable to this proposal.

S. No	Conditions
1.18	The Ministry may suspend/cancel this approval if the implementation of any of the above conditions is not satisfactory. The State Government will ensure compliance of these conditions through the Forest Department.

2. Standard conditions

3. Specific Conditions

S. No	Conditions
3.1	As per the proposed CA Scheme, Compensatory afforestation (CA) shall be taken up by the State Forest Department over degraded forest land in 6.479 ha, Survey/Compartment No. 52H/4, Kail Phat, Kais/Tandla Block, Kullu Forest Range, Kullu Forest Division, Distt. Kullu, Himachal Pradesh at the cost of the user agency. The Plantation shall be done within one year from the date of issue of approval. As far as possible, a mixture of local indigenous species shall be planted and monoculture of any species shall strictly be avoided.
3.2	This approval is subject to the final outcome wrt Hon'ble Supreme Court Orders in the CWP (C) No 1164/2023 dtd 03.02.2025 and 04.03.2025

Copy To

1. Nodal Officer-cum-Additional Principal Chief Conservator of Forests (FCA), Government of Himachal Pradesh, Forest Department, Talland, Shimla (E-mail: nodalfcahp@yahoo.com).
2. Divisional Forest Officer, Kullu Forest Division, District Kullu, Himachal Pradesh (E-mail: head-fordivkul-hp@hp.gov.in)
3. National Highways Logistics Management Limited, NHLML Bays No. 35-28, Sector-4, Panchkula, Chandigarh (E-mail: nhmlznr@gmail.com)

Your's faithfully

Sd/-
Raja Ram Singh
DIGF (C)

Signature Not Verified

Digitally Signed by : Dr Raja Ram Singh
Deputy Inspector General of Forest, IRO

Date: 04/09/2025