

BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
Original Application No. 955/2024

President Municipal Committee Thathri ...Applicant

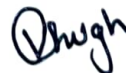
Versus

Union Territory of J&K ...Respondent

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THROUGH



**ALPHA LEGAL CONSULTANTS**  
C-53, BLOCK-C, JANGPURA EXTENSION  
NEW DELHI-110014  
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President Municipal Committee Thathri

...Applicant

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Union Territory of J&K

...Respondent

RESPONSE ON BEHALF OF RESPONDENT NO. 5 TO THE LETTER PETITION FILED BY PRESIDENT MUNICIPAL COMMITTEE THATHRI ON 25.11.2023 AND SUBMITTED IN COMPLIANCE OF ORDER DATED 12.09.2024 BY THE HON'BLE NATIONAL GREEN TRIBUNAL.

RESPECTFULLY SHOWETH: -

1. In the O.A No. 955/2024 registered in exercise of Suo Moto jurisdiction under Section 14 and 15 of the NGT Act, 2010 the Hon'ble Tribunal passed an order on 12.09.2024 whereby the answering Respondent has been impleaded as a party based on the letter petition filed by the President of Municipal Committee, and was granted time to file a response to the allegations raised in the letter petition.
2. At the outset, the answering Respondent denies all the contentions raised in the letter petition, contentions that are not specifically denied or transversed are also deemed to be denied in their entirety.
3. The answering Respondent i.e., M/s Megha Engineering and Infrastructures Ltd., is a company incorporated under the Companies Act with its registered address as S-2, Technocrat Industrial Estate, Banlangar, Hyderabad – 500037, Telengana, India. The Respondent No.5 is a multi-sector infrastructure company and engaged in the business of execution of large scale government infrastructure projects in India and abroad. The Respondent No.5 has been executing Government of India's prestigious infrastructure project namely



Zojila Tunnel Road Project in Kashmir Valley, Ladakh Region; and also executing large scale infrastructure projects in various sectors like hydrocarbons, electric buses, defense, telecom, power generation, power transmission, transport, manufacturing, general and social infrastructure, irrigation and drinking water. The Respondent No.5, having requisite technical & financial qualifications, participated in the Bid issued by Ratle Hydroelectric Power Corporation Ltd. ('RHPCL'), a joint venture company of NHPC Ltd. and J&K State Power Development Corporation Ltd., for Ratle Hydroelectric Project (850 MW) to be constructed on River Chenab at village Drabshalla, district Kishtwar, Union Territory of Jammu and Kashmir in the month of July'2021, stood as lowest bidder and was awarded with contract vide Letter of Award No. RATLE/CEO/2022/145, Dt. 18-1-2022 & contract agreement was signed between Respondent No.4 (RHPCL as 'Employer') and answering Respondent No. 5 (i.e. Megha Engineering & Infrastructures Ltd. as 'Contractor') on 11-04-2022. A copy of the contract is enclosed as **Annexure R-1**.

4. During the bidding process the Respondent No. 5 came to know from the bidding authority i.e. Respondent No. 4 herein that environmental clearance was already granted to the Ratle Hydroelectric Project in December, 2012 in the name of 'GVK Ratle Hydroelectric Project Pvt. Ltd.' and later on said E.C was transferred in the name of RHPCL in September, 2021.
5. After award of contract, an application was made to J&K Pollution Control Committee for consent for establishment by project proponent / Employer (i.e. Respondent No.4) and Consent for Establishment (CTE) was sanctioned to Respondent No.4 by J&K Pollution Control Committee ('J&KPCC') vide Consent Order No. PCC/Digital/22012758204 of 2022 Dt. 16-6-2022. After getting CTE, we commenced the works and complied with the conditions therein during the execution of works. A copy of CTE Dt. 16-6-2022 is filed herewith as **Annexure R-2**. After 1 year of initial CTE, an application for renewal was made by Respondent No.4 to J&KPCC. On 27-9-2022 the Respondent No.4 intimated the Respondent No.5 that an Inspection Note was conveyed by J&KPCC wherein no major shortcomings were found by J&KPCC except asking the Respondent No.5 to comply with the HM Rules,



A handwritten signature in black ink, appearing to be "Audip", written over a horizontal line.

BMW Rules, PWM Rules and conditions stipulated in EC during the course of construction. A copy of letter Dt. 27-9-2022 is filed herewith as **Annexure R-3**. On 28-5-2024 the J&KPCC has granted renewal of CTE upto June, 2025 for the Hydroelectric Power Project. A copy of Renewal CTE Dt.28-5-2024 is filed herewith as **Annexure R-4**.

6. Respondent No. 5 complied with all the contract conditions & conditions of EC and other applicable laws during the course of muck disposal. Respondent No.5 intimated about the status of muck disposal, methods of muck disposal etc. to Respondent No.4 at various levels of project execution. Copies of letters dated 2-7-2022, 29-9-2022 and 12-3-20224 are filed herewith as **Annexure R-5 (Colly.)**. Being EPC contractor of Project, the Respondent No.5 has been executing the project without any violation of environmental laws, disposing off the muck at the designated locations of Respondent No.4 and taking all steps for prevention of spillage during the course of construction of project.
7. It is further humbly submitted that the Ratle Hydroelectric (HE) Project is a significant initiative of designed to generate electricity using the flow of the Chenab River in the Kishtwar District of Jammu & Kashmir. It's classified as a "Run of River" scheme, meaning it primarily relies on the natural flow of the river, rather than a large reservoir, to generate power.
8. That the Ratle Hydroelectric Project (850 MW) includes a 133 m tall gravity dam and two power stations adjacent to one another. The installed capacity of both power stations will be 850 MW. The 850MW facility is expected to generate up to 3,136 million units of electricity in a year.
9. That the construction activities of the Project will result in direct and indirect employment to around 4,000 persons and will contribute in overall socio-economic development of the Union Territory of Jammu and Kashmir.
10. That further, Union Territory of Jammu and Kashmir will be benefitted by getting free power worth Rs. 5289 Crore.



11. That the Power generated from the Project will help in providing balancing of Grid and will improve the power supply position, providing surplus power not just in Jammu & Kashmir but also in the states of Rajasthan, Gujrat, Madhya Pradesh and Chhattisgarh. Grid balancing involves increasing existing power generating infrastructure to smooth out the supply of power.
12. That the benefits of this esteemed project are far reaching and not limited to just socio-economic benefits but also will provide power at a cheaper rate, improved power supply, India will be effectively using western rivers under the Indus-Water treaty between India and Pakistan.

**RESPONSE TO THE CONTENTIONS RAISED IN THE LETTER PETITION.**

13. That it is Respondent No.5's primary stance is that all actions taken in the execution of the project were in accordance with the contractual obligations, environmental regulations, and legal permissions granted by relevant authorities. Respondent No. 5 should, therefore, be deemed not liable for any of the alleged infractions.
14. That it is submitted that, the Respondent No.5 has not deviated from any environment guidelines, and adhered to the proper protocols placed under the contract. Respondent No. 5 being the contractor, followed the guidelines laid down by its employer i.e., Respondent no.4. Respondent no.5 utilized the designated muck dumping zone as per the Contract agreement for civil work, Volume- II page 5-6, which provided for specific dumping sites. However, the dumping site in question, which was assigned to Respondent No.5 is a hill slope. Due to the vastness of the contract agreement the complete document is not being filed to avoid making the file heavy and bulky. The same would be produced as per the Order of the Tribunal. Thus, a copy of the specific pages of the Contract agreement for civil work, Volume- II page 5-6 is enclosed as **Annexure R-6**.
15. That it is pertinent to emphasize that, although Respondent No. 5 was assigned a challenging and steeply inclined site for muck dumping, they demonstrated



a proactive commitment to environmental conservation by constructing a reinforced crate wall along the banks of the Chenab River. This structure was meticulously designed and implemented to serve as a protective barrier, effectively preventing any displacement or spillage of muck into the river. By undertaking this measure, Respondent No. 5 has actively contributed to safeguarding the ecological integrity of the Chenab River and minimizing any potential adverse environmental impact. A copy of the pictures of the crate wall created to prevent spillage of muck into the river has been enclosed as **Annexure-R-7 (Colly)**.

16. That it is important to note that the letter petition seeks assistance from the Project Authorities to allocate funds under the Relief and Rehabilitation (RR) plan for the construction of a protective wall intended to shield local residents from flooding and other damages. While Respondent No. 5 empathizes with the challenges faced by the local residents who endure annual floods and landslides due to the region's challenging terrain and environmental conditions, it must be clarified that the responsibility for such provisions falls outside the scope of Respondent No. 5's obligations. This responsibility lies within the purview of the Employer, namely NHPC Limited (RHPCL), which is tasked with addressing the concerns of local residents in relation to flood and landslide protection.
17. That it is submitted that the Respondent No. 5 further guarantees and assures that 100% of the muck dumped anywhere during the course of the project, will be reused and effectively utilized by them in the project itself. Answering Respondent No.5 will ensure productive utilization of muck in a manner that poses no harm to the environment. This assurance demonstrates Respondent No. 5's dedication to minimizing environmental impact while adhering to sustainable practices throughout the course of the project.
18. That Respondent No. 5 recognizes the vital importance of protecting the environment in all its projects. We are committed to implementing sustainable practices and maintaining stringent environmental controls at every stage of our operations. Our objective is to enhance people's lives while simultaneously safeguarding the natural environment. By adhering to the



highest environmental standards and utilizing advanced technologies, we strive to minimize our impact on the environment and ensure that our projects do not harm the ecosystems in which we operate.

19. That this ongoing project between NHPC Limited and Respondent No. 5 represents a visionary and crucial initiative for India, with profound implications for the country's national and socio-economic development. Upon completion, this ambitious project is poised to substantially improve the living standards of the people of Jammu and Kashmir and create new opportunities for economic growth and development. It stands as a testament to India's dedication to fostering integrated and sustainable progress across various regions.

### PRAYER

It is, therefore, respectfully prayed in the interest of justice and fair play that this Hon'ble Tribunal/Court may

- a. Be pleased to dismiss the OA with respect to Respondent No.5 impleaded as a party to the present Original Application.
- b. The Hon'ble Tribunal may be pleased to issue any other appropriate order or direction as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the instant case.

Place: Hyderabad

Dated: 03/11/2024



*Areddy*  
Respondent No.5

THROUGH

*Amogh*

ALPHA LEGAL ADVOCATES  
C-53, BLOCK-C, JANGPURA EXTENTION  
NEW DELHI-110014  
EMAIL: [INFO@ALCADVOCATES.COM](mailto:INFO@ALCADVOCATES.COM)

Verification:

Verified that the contents of the above appeal contain in paras 1 to 21 are true and correct to my knowledge. No part of it is false and nothing has been concealed therein.

Place: Hyderabad

Date 03/x/2024



A handwritten signature in black ink, appearing to read "Areddy".

Respondent No.5

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AFFIDAVIT

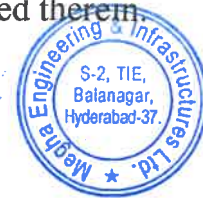
I, T. Ashok Reddy, S/o T. Pratap Reddy, Aged about 66 years, the Authorised Representative of M/s Megha Engineering & Infrastructures Ltd., S-2, Technocrat Industrial Estate, Balanagar, Hyderabad – 500037, Telengana, do hereby solemnly affirm and declare as under:

- i. That I am the Authorised Representative of the Respondent No.5 in the Original Application and being well conversant with the facts of the case, am competent to swear to this affidavit.
- ii. That the deponent has gone through the contents mentioned in the accompanying reply which are true and correct to the best of my knowledge and belief. No part of it is wrong and nothing material has been concealed and misstated.
- iii. That the annexures to the accompanying reply/objection are true/certified copies of their respective originals.

Verification:

Verified that the contents of above affidavit are true and correct to my knowledge and belief. Nothing material has been concealed or misstated therein.

Verified at Hyderabad on this <sup>30th</sup> day of October of 2024.



*T. Ashok Reddy*  
Deponent



ATTESTED

03 OCT 2024

M. SADA SIVA KUMAR REDDY, B.Com., B.L.,  
ADVOCATE & NOTARY  
Appointed by Govt., India  
G.O. Ms. No. 198, Rev (Regn-II), dt. 11.04.2000  
102, Saraswathi Enclave, Bhagyanagar Colony,  
Kukatpally, Hyderabad, T.S., India. (Ph: 98480 44395)



सत्यमेव जयते

INDIA NON JUDICIAL  
Government of Jammu and Kashmir  
e-Stamp

Certificate No.	: IN-JK56252749830675U
Certificate Issued Date	: 02-Apr-2022 01:22 PM
Account Reference	: SELFPRINT (PU)/jk-self/ JAMMU/ JK-JM
Unique Doc. Reference	: SUBIN-JKJK-SELF08165265594650U
Purchased by	: SHIVESH JHA
Description of Document	: Article 5 Agreement or Memorandum of an Agreement
Property Description	: AGREEMENT FOR HYDRO MECHANICAL WORKS
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RATLE HYDROELECTRIC POWER CORPORATION LIMITED
Second Party	: MS MEGHA ENGINEERING AND INFRASTRUCTURES LIMITED
Stamp Duty Paid By	: MS MEGHA ENGINEERING AND INFRASTRUCTURES LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



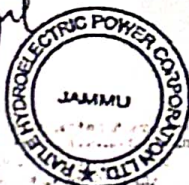
SELF PRINTED CERTIFICATE  
TO BE VERIFIED BY THE RECIPIENT

.....Please write or type below this line.....

**CONTRACT AGREEMENT**

This agreement is made on 11<sup>th</sup> day of April Two Thousand Twenty Two between Ratle Hydroelectric Power Corporation Ltd (RHPCL) , a Joint Venture Company (JVC) of NHPC Limited and Jammu & Kashmir State Power Development Corporation Limited (JKSPDC) a company incorporated under the

Deepak Singh



M. Megha



**Statutory Alert:**

1. The authenticity of the e-Stamp is guaranteed by the Government of Jammu and Kashmir.  
2. The e-Stamp is valid for all legal purposes.  
3. In case of any dispute, the recipient shall be responsible for the same.

30880007

Ratle HE Project

Contract Agreement

Companies Act 2013 and having its registered office at Room No. 8, Block No. 2, NHPC Regional Office, JDA Commercial Complex No. 1, Narwal Jammu (J&K)-180006 ,India (hereinafter referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part .

AND

M/s Megha Engineering & Infrastructures Limited, a company registered/incorporated under the laws of India/Companies Act 1956 and having its registered office at S2, Technocrat Industrial Estate, Balanagar, Hyderabad, Telengana-500037,India (hereinafter referred to as the "Contractor", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

**WHEREAS** the Contractor by associating Subcontractors for (i) Planning, Design & Engineering Works (ii) Hydromechanical Works and (iii) Electromechanical Works had submitted bids for Turnkey-execution of 850 MW Ratle HE Project, located at Kishtwar district in the Union Territory of Jammu & Kashmir, of the Owner on EPC turnkey basis (hereinafter referred to as the "Project"):

**AND WHEREAS**, subsequent to the submission of the said bid by the Contractor, several discussions, clarifications and negotiations in respect of the said bids have taken place, and the Owner has agreed to award the contract for the execution of the Project to the Contractor.

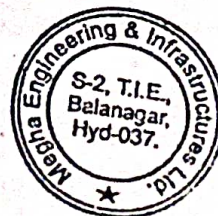
**AND WHEREAS** at the request of the Contractor, the Owner has further agreed that the Project shall be executed on a coordinated basis inter-alia, through separate contracts to be signed by Contractor who shall be directly responsible for the supplies and/or the portion of the works covered thereby.

**AND WHEREAS** the present Contract as defined below shall be carried out by the Contractor.

Deepak Singh



Mmm



Ratle HE Project

Contract Agreement

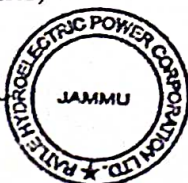
**NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND COVENANT AS FOLLOWS:**

- 1) The parties hereto hereby covenant, bind and undertake to observe and perform this contract faithfully for the execution of Supply of Hydro-Mechanical Plant & Machinery of the Project, and to execute, perform and do the several and all works and things mentioned and described in the contract and in all other documents annexed hereto, and in accordance with such conditions, specifications and drawings forming part of the contract to the entire satisfaction of the Owner and in all respect perform, observe and fulfill all such terms, conditions and specifications which are expressed or intended to be performed, observed or fulfilled by the Contractor.
- 2) This Contract consists of this Agreement and the following documents which are deemed to be integral part of this Agreement as if herein set out verbatim and/or as if hereto annexed, viz.:

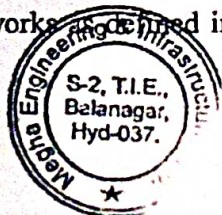
Volume-I	-	Contract Agreement, Letter Of Award, Notice Inviting E-Tender, Joint Deed of Undertaking with M/s PES Engineers Private Limited & M/s GMW Private Limited, General Conditions Of Contract, Special Conditions of Contract , Undertaking for Spares , Declarations/ Undertaking & Self-Certifications and Bill Of Quantities
Volume-II	-	Owner's Requirements & Project Profile.
Volume-III	-	Any other document forming part of the Contract.

- 3) The parties hereto hereby agree that for the purpose of invoicing/billing and payments for the respective packages of Supply of Hydro-Mechanical Plant & Machinery of the Project shall be dealt separately.
- 4) The parties hereto hereby agree and declare that in consideration of the payments to be made by the Owner, the Contractor shall execute the works as defined in

*Supra Sargul*



*Mmm*



Ratle HE Project

Contract Agreement

the contract in the manner and as prescribed in the contract or which are implied or may be necessary for the completion of the said works or incidental thereto on the terms and conditions mentioned in the contract.

5) This Contract annuls all communications which were exchanged prior to its signing, whether written or oral, between the parties hereto.

IN WITNESS WHEREOF the parties hereto have signed this Agreement hereunder on the date respectively mentioned against signature of each.

For and on behalf of Owner  
Ratle Hydroelectric Power Corporation Ltd (RHPC Ltd.)

For & on behalf of Contractor  
M/s Megha Engineering & Infrastructures Limited (MEIL)

*Deepak Saigal*

*B. Umamaheswara Reddy*



Sh. Deepak Saigal, CEO

Sh. B. Umamaheswara Reddy, VP

Place: Jammu (J&K)  
Date: 11/04/2022

Place: Jammu (J&K)  
Date: 11/04/2022



Witnesses:

Witnesses:

1) *[Signature]*  
ANUJ KAPOOR, CFO  
RHPC Ltd Jammu.  
(Signature, Name & Address)

1) *[Signature]*  
P. SUDHAKAR, AGM  
MEIL  
(Signature, Name & Address)

2) *[Signature]*  
GM(C), Praveen K. Sidhu  
RHPC Ltd  
(Signature, Name & Address)

2) *[Signature]*  
Ant. PM, L. BHADRAN KUMAR REDDY  
MEIL  
(Signature, Name & Address)



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

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**Consent Order**

Consent No.- PCC/digital/22012758204 of 2022

Date:- 16/06/2022

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

Sh. Chief Executive Officer, RHPCL  
M/s Ralte Hydroelectric Project  
Office: Ralte Hydroelectric Power Corporation, Shalimar Colony  
Kishtwar, Kishtwar registered with DIC vide registration No:  
U40105JK2021GOIO12380 date: 01/06/2021 )

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

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

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

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

**3. Compliance under Water Act :**

**a. Standards of discharge for Sewage disposal:**

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

Parameters	Range	Conc. in mg/l except for pH
pH	between	6-9
Suspended Solids	Not to exceed	100
BOD(3 days at 20 degree Celsius)	not to exceed	30

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



For all Exports of Consents and also Site visit documents are to directly  
Page 1



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## c. Water consumption

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

## 4. Compliance under Air Act :

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

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

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

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

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

## 4. Fuel Consumption Details :-

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

5. Project proponent shall comply to the Solid Waste Management Rules 2016 dated 8-4-2016

6. Under the Noise Pollution (Regulation and Control) Rules 2000, the unit holder shall take adequate measures for control of noise from its own sources within the premises so as to maintain ambient air quality standards in respect of noise to less than 75dB(A) during day time and 70 dB(A) during night time. Daytime is reckoned in between 6 am to 10 pm and night time is 10 pm to 6 am

7. Project proponent shall comply to the Plastic Waste Management Rules 2016 dated 18-3-2016

## 8. Self Monitoring Schedule :

The unit holder shall have to get the samples of emission/Effluents analysed from the laboratory of J&K PCC or laboratories approved by J&K PCC when unit becomes operational to check the efficacy of Pollution Control Devices (PCDs) installed in the unit

9. Project proponent shall comply with the additional conditions as stipulated below:-

- i. The Consent is valid for the Establishment of unit only. The unit holder can only manufacture products, at the rate of production as mentioned in consent order. Any change in production capacity, process, raw materials use etc. shall have to be intimated to the Board. For any enhancement of the above, fresh consent has to be obtained from J & K Pollution Control Committee.
- ii. Project proponent has to keep a record of the environmental data monitored regularly with regard to operation and maintenance of pollution control devices viz Air Pollution and Water Pollution Control to achieve the desired standards notified in EP Act
- iii. Pollution Control Devices (PCDs) as contemplated to achieve the quality of effluent emission within the tolerance limits prescribed, shall have to be operational during the course of production. The effluent/emission shall not contain constituents in excess of the tolerance limits as laid down by J & K Pollution Control Committee.
- iv. Project proponent shall be liable to pay compensation in case any damage is caused to the environment.
- v. Project proponent shall abide by the directions of the Committee which will be issued from time to time. Any infringement/ violation or transgression of the statutory enactments of pollution control acts by the unit, shall be sufficient cause to prosecute the violator conforming with relevant section of Air/Water Acts and Environment Protection Act in force.
- vi. Project proponent shall be under surveillance monitoring of J & K Pollution Control Committee
- vii. Project proponent shall provide adequate arrangement to handle the accidental leakages/discharge of any air pollutant/gas/liquid from the vessel, tank, any other apparatus likely to cause fire hazard including

The industry can apply for Renewal License of PCC with documents as in directory

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

#### Specific Conditions:

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

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

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

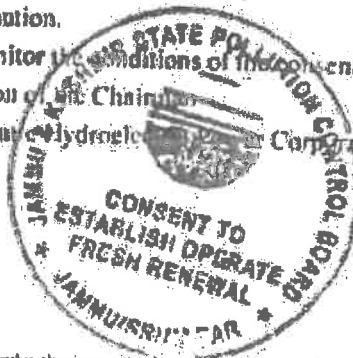
'By Order'

(J N Sharma)  
Environmental Engineer.

Member Secretary

Copy to the :

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



The unit holder shall comply to environment standards as notified under the environment protection Act 1986, read with the Water (Prevention & Control of Pollution) Act 1974 & Air (Prevention & Control of Pollution) Act, 1981 which can also be downloaded from the website [www.jkpcb.org.in](http://www.jkpcb.org.in) or at [www.ppcb.jk.in](http://www.ppcb.jk.in)



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

सन्दर्भसं: / Ref. No. RATLE/GM(C-1)/2022/60

दिनांक / Date: 27-09-2022

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

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

Sub:- Fulfilment of shortcomings conveyed by J&K Pollution Control Committee during issuance of CTE

Ref:-i) Online Inspection Note (Schedule-II) issued by J&K Pollution Control Committee (File No. SPCBj390483) against Application No. 2758204 for issuance of CTE of Ratle HEP

Sir,

Please refer to the Inspection Note (copy enclosed) issued by J&K Pollution Control Committee (J&K PCC) against Application No. 2758204 for issuance of CTE of Ratle HEP. The CTE(Fresh) to Ratle HEP has been issued by J&K PCC vide No. PCC/digital/22012758204 of 2022 dated 16-06-2022 for a period of one year, however, the shortcomings conveyed by J&K PCC vide the aforementioned Inspection Note are yet to be fulfilled by M/s MEIL which may result into issuance of Notice by the Statutory Authorities (J&K PCC);

- i) Application under HW Rules
- ii) Authorization under BMW Rules
- iii) Authorization under PWM Rules
- iv) Solid Waste Disposal through scientific means and compliance to the conditions stipulated in Environment Clearance.

As such, in order to avoid any Notice from J&K Pollution Control Committee on the subject matter, it is again requested to fulfil the shortcomings conveyed vide the Inspection Note and comply with the conditions as stipulated in the CTE Order and the EC letter at the earliest possible.

Thanking you,

Yours faithfully,  
For and on behalf of RHPCL

General Manager (Civil)

**Copy for information to:-**

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

कार्यालय: कमरा नंबर 08, ब्लॉक नंबर 02, एनएचपीसी क्षेत्रीय कार्यालय, जेडीए वाणिज्यिक परिसर नंबर 01, नरवाल, जम्मू, (जम्मू और कश्मीर) - 180006  
Office : Room No. 08, Block No. 02, NHPC Regional Office, JDA Commercial Complex No. 01, Narwal, Jammu, (J&K) - 180006  
Camp Office: NHPC Office Complex, Sector-33, Faridabad - 121003 (Haryana)  
CIN: U40105JK2021GOI012380 E-mail Id: rhpc@nhpc.nic.in



**J&K POLLUTION CONTROL COMMITTEE JAMMU  
SCHEDULE-II**

Format for processing of application for consent and/ or authorization

1.	File No	SPCB/390483		
2.	Name and Location of Industry	Ratle Hydroelectric Power Project, Drabshalla Kishtwar District: Kishtwar Email:rhpccl@nhpc.nic.in		
3.	Correspondence Address	Shalimar Colony, Kishtwar		
4.	Capital Investment(Rs. in Lakh)	528194.00 lacs		
5.	Period Applied for(validity up to)	31/05/2023		
6.	Type of Consent			
(a)	Establish/Operate	CTE		
(b)	Fresh/Renewal	Fresh		
7.	Year of Commissioning of Factory	2026		
8.	Pollution Category of Industry as per:			
(a)	Classification Approved by the Committee	RED		
(b)	Classification of Industry	Large		
9.	Category as per specific notification	RED		
10.	Location			
(a)	In an approved Industrial area	NO		
(b)	whether land paper submitted	YES		
(c)	In sensitive area	NO		
(d)	In case of any other specific area	NO		
(e)	Distance from river / stream	On bank of rive chenab		
(f)	Distance from National/State Highway	more than 50 m		
(g)	Distance from nearest habitation and its population	more than 20 house hold at an elevation of about 300 m behind the hillock on left bank of river chenab		
11.	Status of Consent granted earlier	Consent	Date	Number

12.	Raw Material	Product manufactured	Quantity	Unit	By-product	Unit		
	no consumption of raw material is there during the process of generation of hydroelectricity. Only water is diverted from river to the Power House Turbines to generate the hydropower.	Hydropower	850	Megawatt	no byproducts are generated during generation of hydroelectricity which is clean and green source of electricity.	Metric Tonnes/Day		
13.	In case of expansions please mention whether expansion is due to :-							
(a)	Expansion in plants and machinery		NA					
(b)	Capacity Utilization		NA					
(c)	Modernization or de-bottle necking		NA					
14.	Water Pollution Control							
(a)	Water Budget							
	Type	Water Consumption(in KLD)		Effluent Generation(in KLD)				
		Present	Previous	Present	Previous			
(b)	Is there any increase in sewage/trade effluent quantity generated, and if so, indicate the quantity(KLD)		NO					
15.	Details of sewage/trade effluent treatment arrangement provided.Sewage and trade effluent and treated combinedly indicate the details and are these adequate/inadequate and comply		NA					
16.	Details of sewage/trade effluent disposal arrangement provided.An examination of impact on environmental waters		NA					
17.	Details of any additional sewage/trade effluent treatment and disposal of arrangements proposed to be provided.		NA					
18.	Analysis report of treated waste water:							
(a)	Trade Effluent or combined Effluent							
	Date of Sampling and Sample collected by	PH between	D.O in mg/I	BOD in mg/I	C.O.D in mg/I	SS in mg/I	O & G in mg/I	Other Relevant Parameters
(b)	Sewage							
	Date of Sampling and Sample collected	pH		TSS in mg/I		BOD in mg/I		

Note:- In case of industries having effluent more than 500m<sup>3</sup>/day, latest analysis results of Joint Vigilance Sample should be mentioned.

19. (a) Air Pollution Control									
Stack No.	Height(m) ) above Ground level	Diameter	Stack attached to	Type of fuel(KLD /tpd)	Volume of gas	Velocity of gas m/s	Air pollution control measures	Paramete r	
20. D.G set with capacity in KVA:									
(a)	Capacity			NA					
(b)	Fuel K/L per day								
(c)	Stack height								
(d)	From ground level								
(e)	Above the shed / roof								
21.	Details with the name ,Type boiler,steam generation capacity(t/hr) and quantity of fuel used in each boiler			NA					
22.	Details of air pollution control equipment installed			Adequate					
23.	Additional air pollution control measnre, proposed to be provided if any			NA					
24.	Fugitive emission an assessment			NA					
25.	Noice levels-an assessment			NA					
26. a) Hazardous Waste Details :-									
	Activity For	Source of Generation	Name	Category	Quantity(per day in TPD)				
	Collection,Storage,	5 Industrial operations using mineral/synthetic oil as lubricant in hydraulic systems	5.1 Used/spent oil	84319.1	0.0001				
(b)	Arrangement for treatment hazardous waste			NA at this stage					
(c)	Arrangement for disposal of hazardous waste			NA at this stage					
(d)	In case of waste being disposed by sale name of party to whom the hazardous waste is sold			NA					
(e)	In case of waste being stored in closed sheds/container, indicate the details			NA					
(f)	In case of waste being stored/disposed off in landfills, the details of landfills sites,locations,dimensions,lining,capacity etc			NA					
(g)	Whether leachate collection arrangements have being provided for landfill site			NA					
(h)	Whether leachate are connected to treatment facility, details of treatment			NA					
27. Non Hazardous solid waste :									

(a)	Type	Likely to be generated
(b)	Quantity(TPD/TPM)	
(c)	Arrangement for Treatments	
(c)	Arrangement for Disposal	
28.	Hazardous Chemicals	
(a)	Details of storage	NA
(b)	Whether permission from concerned authorities like Directorate of Industrial Safety and Health, Local body Explosive Department is taken	
(c)	Whether onsite disaster management plan is prepared and mock drill is conducted periodically	
(d)	Is public liability insurance obtained as per Public Liability Insurance Act, 1991	
29.	Whether separate electric meter is installed for pollution control System(s)	NA
30.	Legal record of unit	Ok
31.	Whether any legal action has been taken against the unit , if so the details thereof	No
<b>Remarks :</b>		
32.	Location	Drabshalla Kishtwar
33.	Whether product is permissible or not	YES
34.	Operation and maintenance of Pollution Control System	Adequate
35.	Adequacy of Pollution Control System	Adequate
36.	What are the standards to be prescribed and reason for the proposed standards	As per MoEF standards
37.	Impact on the receiving environment:	
(a)	--wate and air-and comments thereof	NO
(b)	--including examination of nearby industries	NO
38.	Have any public complaints being received, if so, details thereof and comments	NO
39.	Whether environmental clearance required	YES

(Signature of inspecting officer)

<b>Officer Recommendation</b>	<p>Sir, the Ratle HEP (850 MW) on river Chenab Drabshalla Kishtwar was initiated by GVK Ratle HEP Pvt Ltd and LNT in 2012 but these companies could not complete the project and close the establishments in 2014. Now, in Feb 22, the construction work of the said project have been initiated by a JV company of NHPC and JKTDC and work of the project have been awarded to M/s Megha Engineering Infrastructure Ltd. Now, the PP has applied for CTE(F) and uploaded EIA, EMP, DPR, scanned copy of DD of Rs. 500000 bearing no. 426325 dated 29.04.2022, SMR etc. Accordingly, inspection of the project at dam site (33°10'43"N, 75°48'26"E) and proposed power house site on right bank of river was carried out by by the undersigned along with officers of project proponent. During inspection, it has been observed that civil work of Diversion Tunnels and approach roads is in progress. There is no any type of other activity on ground. Submitted for consideration for CTE(F) for one year with the condition that the PP has to fulfill the shortcomings within 2 months which are as under :</p> <p>(i)The PP needs to apply under HW Rules, Auth under BMW Rules, PWM Rules.</p> <p>(ii)Solid waste disposal through scientific means &amp; also follow the terms and conditions in EC, EMP and EIA report.</p> <p>Submitted please.</p>
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**Details of the Consent Fee Paid:**

Type of Consent:- CTE

For the Year		Bank Name	Branch Name	Draft No./Money Receipt No.	Date	Amount (In Rupees)
From	To					



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

**Consent Order**

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

Date:- 28/05/2024

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

Chief Executive Officer, RHPCL

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

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

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

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

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

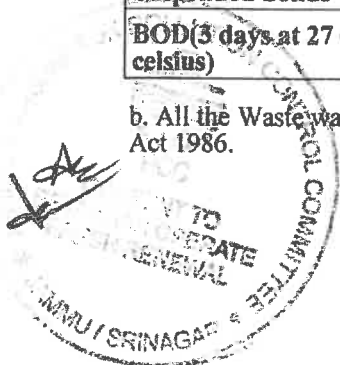
3. **Compliance under Water Act :**

**a. Standards of discharge for Sewage disposal:**

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

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

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



## c. Water consumption

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

4. **Compliance under Air Act :**

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

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

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

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

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

d. **Fuel Consumption Details :-**

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

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

environmental pollution.

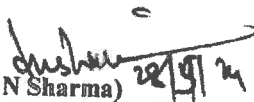
- viii. Project proponent shall adhere to general standards terms and conditions of Water / Air Acts and compliance of environment standards as per environment protection act 1986
- ix. Project proponent should apply 60 days in advance for renewal of consent before expiry the date of this Consent Order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

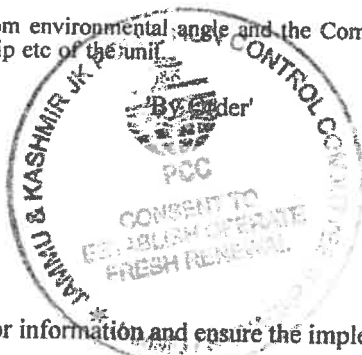
**Specific Conditions:-**


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

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

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

  
(J N Sharma)  
Environmental Engineer



  
Member Secretary  
28.5.24

Copy to the :

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

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

"This is computer generated document from OCMMS by JKPCCE"

The industry can apply for Renewal/Expansion of Consent on the Site [www.jkocmms.nic.in](http://www.jkocmms.nic.in) directly

# Megha Engineering & Infrastructures Ltd. <sup>242</sup>

An ISO 9001-2015 Company

S-2, Technocrat Indl. Estate, Balanagar, Hyderabad-500037, Telangana, INDIA

Tel: +91-40-44336700 Fax: +91-40-44336800

E-mail: info@meil.in Visit us: www.meil.in U45202TG2006PLC050271



Letter No.MEIL/NHPC & RHPCL/ 2022-23

dt.02-07-2022

To,  
The Chief Executive Officer,  
Ratle Hydro Electric Power Corporation Ltd  
Kishtwar, UT of Jammu & Kashmir.

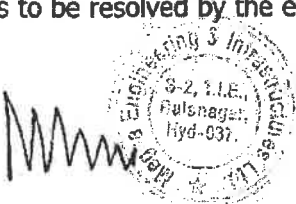
Sir,

Sub: Turnkey Execution of **850 MW Ratle Hydro Electric Project** located at Kishtwar District in the Union Territory of Jammu & Kashmir- **Resolution related to Grievances of 'Project Affected Families' - Regarding.**

Ref: 1. LoA No. RATLE/CEO/2022/145 dt.18-01-2022 of CEO, RHPCL,  
2. CEO, RHPCL,Lr.No.RATTLE/CEO/2022/265 dt.28-06-2022.

Adverting to the Chief Executive Officer, RHPCL letter cited above, it is to inform that the captioned project works are being executed duly taking proper precautions, without causing inconvenience / disturbance to the habitants in the vicinity. In this regard following is submitted for favour of information concern to the issues raised in the 'Resolution related to Grievances of 'Project Affected Families' and 'surrounding area ' communicated.

1. We are performing the blasting operations duly taking care adopting relevant techniques under constant monitoring while carrying out for both surface and underground /Tunnel excavation works, maintaining parameters well within permissible limits, keeping in view of *potential risk due to adverse Geological conditions exists* as per contract.
2. We are taking the precautions to control air/ dust pollution, noise etc, observing the requisite parameters related to 'Ecological balance' in compliance to the article.53 of GCC duly *obtaining necessary permissions from the concerned Pollution Control board.*
3. The excavated muck obtained out of excavation is being *stacked at the specified locations / zones, assigned by the employer without causing any pollution in compliance to the article.53 (i) under 'Ecological balance'* and most of it proposed for reuse.
4. The labour requirement for the project consists of skilled to specialized in nature, except for semi and unskilled tasks. Despite the same, We have *deployed about 75% of 'Local manpower'* out of the engaged labours for execution of the project works in compliance to the contractual obligation as per article .17.11 of GCC, *though they could not observe requisite norms, failing to perform the assigned duties and maintain assured quality of works affecting the requisite project parameters.*
5. *Action regarding providing employment / job to the 'Project Affected Families' and 'implementation of R & R plan' is in the domain and the responsibility of 'Owner/ RHPCL/NHPC'* and shall be completed, prior to the advancement of the project to avoid interruptions to the progress of project works. Further payment towards 'land compensation' and 'Rehabilitation' related to the private / Forest land etc, acquired for submergence / project activities etc is the reciprocal obligation of the 'owner' as specified under 'Article.46.1' of GCC and is reproduced for reference. Hence all the issues related to 'PAFs' / 'PDFs is to be resolved by the employer without hindering the progress of project works.



Handwritten signature and date: 15 November 2022



2A

"All the land required for submergence in reservoir area will be acquired by the owner. The owner will be responsible for payment of compensation for the land acquired for submergence and rehabilitation in respect of private land and houses with in the submergence area"

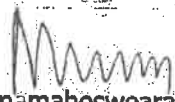
"Realignment of access road affected due to reservoir submergence shall be obligation of the Owner"


"All cost related to compensatory afforestation and / or catchment area treatment plan as required by State Forest department or Ministry of Environment and Forest, Govt. of India will be borne by the owner".

- 6. Any and all the hindrances caused by the PAFs/PDFs and consequential loss of time and money are to be compensated as per contract, specified vide article.36 of GCC. The local people/representatives, who got no role / authority with the project activities have entered the project site, assembled the local working personnel in the project and protesting / stopping the project works, very often, on the pretext of PAFs, citing different reasons e.g- on dt.23-03-2022, dt.07-04-2022, from dt.25-04-2022 to dt.30-04-2022 and on dt.14-05-2022, causing idling of deployed Men & Machinery, affecting the progress of works.
- 7. In addition the works are being hampered due to recent curfew restrictions under 144 sections imposed in 'Kisthwar & Doda' towns duly blocking internet services as we could not procure 'day to day' requirements viz. HSD/Fuels/Spares/blasting materials etc.,

This is brought to your kind notice and request to resolve the issue, directing the concerned authorities to initiate suitable action / remedial measures and keep the project site un-encumbered / free from all possible local disturbances, facilitating us to complete the project as scheduled to fulfill the intent of Government of India. The cost and time overruns on account of local disturbances / restrictions are being evaluated and will be intimated in due course as per contract.

Thanking you sir,  
Yours Faithfully,  
For Megha Engineering & Infrastructures Limited.

  
 (B. Umamaheswara Reddy)  
 Authorized Signatory



✓ Copy submitted to the District Magistrate, Kishtwar District, J&K State, for favour of information and necessary action in this regard.




# Megha Engineering & Infrastructures Ltd.

An ISO 9001-2008 Company

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

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

E-mail: [info@meil.in](mailto:info@meil.in), Visit us: [www.meil.in](http://www.meil.in) U45202TG2006PLV050271

338

Letter No. MEIL/NHPC & RHPCL/ 2022-23/

dt.29.09.2022

To,  
The Chief Executive Officer,  
Ratle Hydro Electric Power Corporation Ltd  
Kishtwar, UT of Jammu & Kashmir.

Sir,

Sub: Turnkey execution of **850 MV Ratle Hydro Electric Project** at Kishtwar, District in the Union Territory of Jammu & Kashmir- **Disposal / stacking excavated muck** - Regarding.

Ref: 1. LoA No. Ratle/CEO/2022/145 dated 18.01.2022.  
2. MEIL Letter No. MEIL/NHPC&RHPCL/LA/2022-23 dated 20/09/2022.  
3. RATLE/CEO/2022/GM(C-I)/330 dated 27-09-2022

\*\*\*\*\*

Adverting to the Chief Executive Officer, RHPCL letter 3<sup>rd</sup> cited above, the following is submitted for 'disposal / stacking of excavated muck' for favour of information.

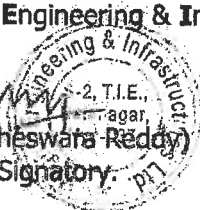
As communicated in our earlier letter cited 2<sup>nd</sup> above, we are initiating appropriate precautions/care to stack the unused excavated muck at the designated/specified locations/zones duly forming approach/access roads. Most of the excavated muck is proposed for re-use to the captioned project works in future. Further sprinkling of water is being done regularly to mitigate dust pollution maintaining the ecological balance.

The excavated muck, proposed for re-use is being stacked within the 'project area' i.e., in between 'U/S Bridge' and 'D/S Bridge approach road', according to the requirement as part of performing the construction activity duly constructing protection/Gabion walls, wherever found necessary, safeguarding /protecting the river section/ensure the 'Ecological Balance'. We are NOT disposing the excavated muck in the unspecified locations/zones. Plan indicating the designated dumping area and its access road locations of muck stacked for re-use including i.e., protection walls/Gabion walls, is provided for the site field staff.

In this regard we will assure that appropriate action will be initiated in compliance to the 'Article 53 – Ecological Balance' in the GCC of Contract Agreement.

Thanking you sir,  
Yours Faithfully,  
For Megha Engineering & Infrastructures Limited.

  
(B. Umamaheswara Reddy)  
Authorized Signatory.



# 31 Megha Engineering & Infrastructures Ltd.

An ISO 9001-2008 Company  
S-2, Technocrat Industrial Estate, Balanagar, Hyderabad-500037, T.S., INDIA  
Tel: +91 40 4460 9100, +91 40 4433 6700, Fax: +91 40 4433 6800  
E-mail: [info@meil.in](mailto:info@meil.in), Visit us: [www.meil.in](http://www.meil.in) U45202TG2006PLV050271

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

Date: 12<sup>th</sup> Mar, 2024

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

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

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

Respected Madam,

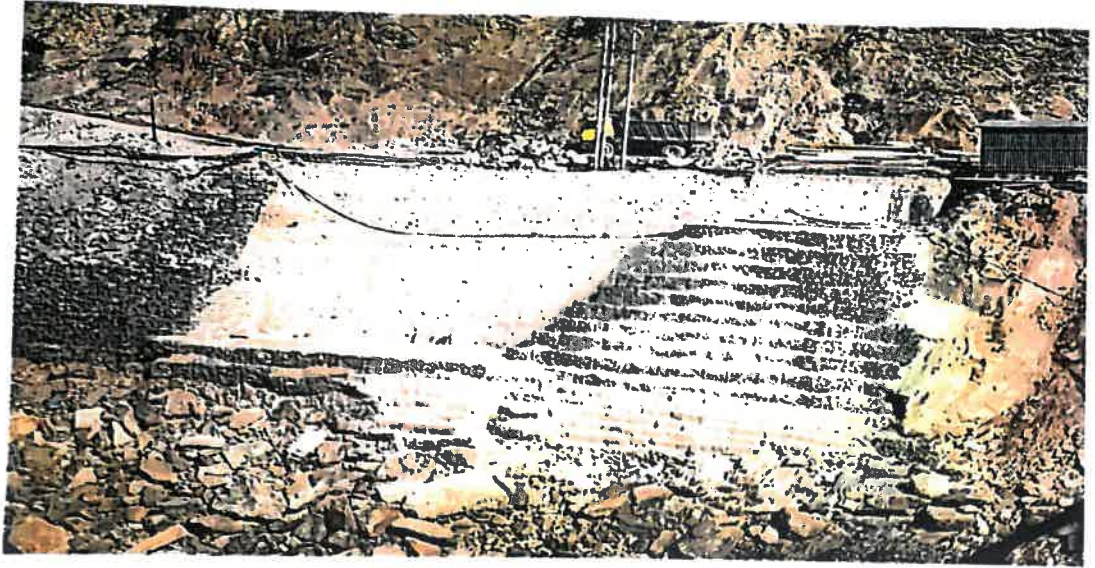
This is in reference to above referred communication in which directions have been conveyed by your good Office citing some shortcomings/ violation of Environmental laws by M/s MEIL while undertaking construction activities of Ratle HE Project at Kishtwar. The point wise reply to the observations is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

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

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

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





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

*Doan uttl*

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

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

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

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

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

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

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

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



*Sanjay*

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



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

**5) Installation of DG sets:-**

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

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

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

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

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

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

*Handwritten signature*

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

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

Thanking you Madam,

Yours Faithfully,  
For Megha Engineering & Infrastructures Limited.

M Sainath Pai  
(Additional Vice President-Project)



Authorized Signatory  
For Megha Engineering & Infrastructures Limited.

Copy for kind information to the:-

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

RHPCL:

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

## Ratle HE Project

## Project Profile

## 9. TOPOGRAPHICAL SURVEY

The following topographical surveys/contour maps are available with NHPC as per the scale given below:-

Project Area: 1:2000; contour interval -1m (Survey 2021)  
Reservoir Survey:-1:10000; contour interval- 5m (Survey 2005-06)

## 10. DUMPING SITES

The muck generated during construction is proposed to be disposed at designated sites. Most of the excavated material is proposed to be dumped at three suitable locations identified specially for this purpose. Contractor shall develop any retaining Structure/ Protection work in Dumping area as per requirement at its own cost.

Location map showing designated areas for dumping sites, quarry areas and construction facilities is enclosed as Annexure-7.

## 11. STATUS OF CLEARANCE

Status of clearances for the Project is mentioned below:

Clearance	Date	Agency accorded	In Favour of	Remarks
Techno-economic appraisal	19.12.2012	CEA	M/s GVK	TEC letter is enclosed as Annex-8. Clearance to be transferred in the JVC.
Clearance from Indus Waters Treaty Angle	16.08.2012	MoWR	CWC	IWT Clearance letter is enclosed as Annex-9. Clearance to be transferred in the JVC.
Defence Clearance	01.07.2013	MoD	M/s GVK	Defence Clearance to be renewed and transferred in the name of JVC.

**Environmental aspects:** Status of clearance related to environmental aspects is enclosed as Annex-10.

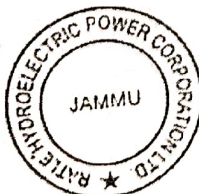
As such no clearance is available in favour of NHPC/ proposed JVC.

The process for transfer of Clearances in favour of JVC shall be taken up by JVC and is likely to be completed before Award of Works.

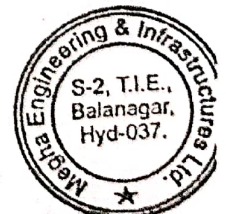
## 12. Status of Work executed by previous Contractor

The status of Civil Works as provided by CEA vide letter dated 14/03.2019(enclosed as Annnexe-11) is as follows:

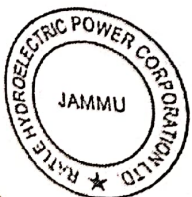
- Temporary Upstream bridge work completed.
- The erection of Permanent downstream bridge partially completed.



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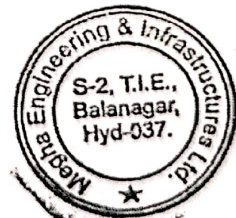


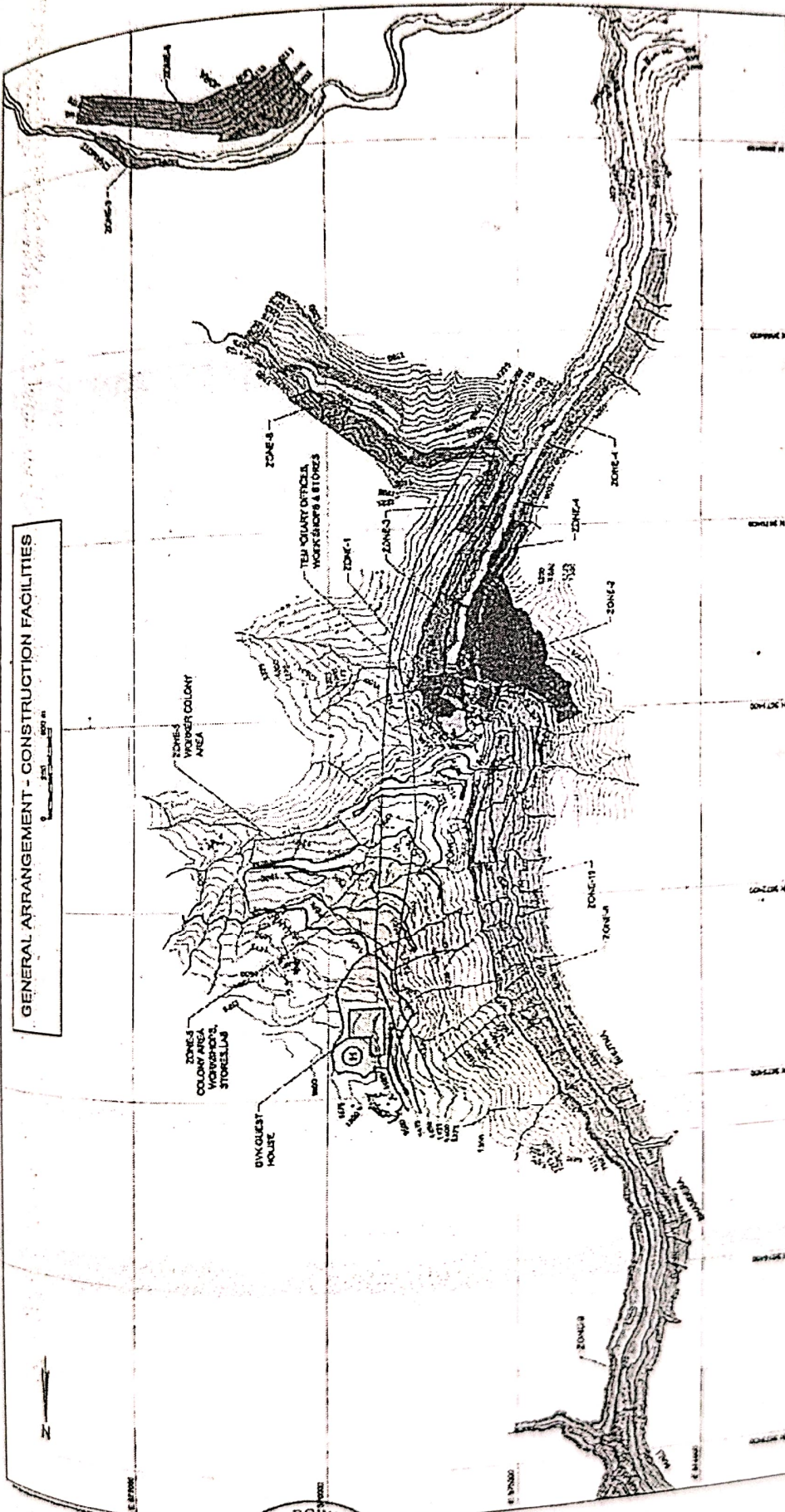
Annexure-7  
LOCATION PLAN- CONSTRUCTION FACILITY



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*M*





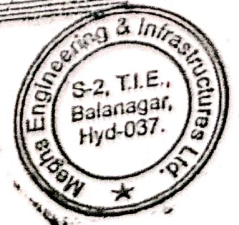
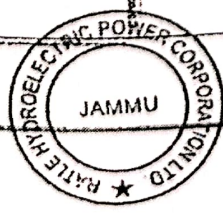
**GENERAL ARRANGEMENT - CONSTRUCTION FACILITIES**

PROJECT NO.	71-2113.0 L.002
DATE	1977
SCALE	1:5000
PROJECT TITLE	GWA MULLU HYDRO ELECTRIC PROJECT INT'L D.
PROJECT TYPE	INFRASTRUCTURE WORKS
GENERAL ARRANGEMENT	CONSTRUCTION FACILITIES
DESIGNED BY	Mega Engineering & Infrastructures Ltd.
CHECKED BY	
APPROVED BY	

PROJECT COMPONENT & PROPOSED INFRASTRUCTURE WORKS (AREA IN Ha)	PROPOSED AREA IN Ha	LEGEND
1. ZONE-1 WORKER COLONY	48	[Symbol]
2. ZONE-2 COLONY AREA	211	[Symbol]
3. ZONE-3 WORKSHOPS STORES	11.6	[Symbol]
4. ZONE-4 GUEST HOUSE	10.8	[Symbol]
5. ZONE-5 COLONY AREA	10.8	[Symbol]
6. ZONE-6 COLONY AREA	10.8	[Symbol]
7. ZONE-7 COLONY AREA	10.8	[Symbol]
8. ZONE-8 COLONY AREA	10.8	[Symbol]
9. ZONE-9 COLONY AREA	10.8	[Symbol]
10. ZONE-10 COLONY AREA	10.8	[Symbol]
11. ZONE-11 COLONY AREA	10.8	[Symbol]
<b>TOTAL AREA</b>	<b>327.2</b>	

PROJECT COMPONENT & PROPOSED INFRASTRUCTURE WORKS (AREA IN Ha)	PROPOSED AREA IN Ha	LEGEND
1. ZONE-1 WORKER COLONY	48	[Symbol]
2. ZONE-2 COLONY AREA	211	[Symbol]
3. ZONE-3 WORKSHOPS STORES	11.6	[Symbol]
4. ZONE-4 GUEST HOUSE	10.8	[Symbol]
5. ZONE-5 COLONY AREA	10.8	[Symbol]
6. ZONE-6 COLONY AREA	10.8	[Symbol]
7. ZONE-7 COLONY AREA	10.8	[Symbol]
8. ZONE-8 COLONY AREA	10.8	[Symbol]
9. ZONE-9 COLONY AREA	10.8	[Symbol]
10. ZONE-10 COLONY AREA	10.8	[Symbol]
11. ZONE-11 COLONY AREA	10.8	[Symbol]
<b>TOTAL AREA</b>	<b>327.2</b>	

FOR UPK PURPOSE ONLY

















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# Megha Engineering & Infrastructures Ltd.

An ISO 9001-2015 Company

S-2, Technocrat Indl. Estate, Balanagar, Hyderabad-500037, Telangana, INDIA

Tel: +91-40-44336700 Fax: +91-40-44336800

E-mail: info@meil.in Visit us: www.meil.in U45202TG2006PLC050271



**CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF MEGHA ENGINEERING & INFRASTRUCTURES LIMITED ("COMPANY") IN THE MEETING HELD ON SATURDAY 26<sup>TH</sup> MARCH 2022 AT 12.15 P.M. AT S-2, T.I.E, BALA NAGAR, HYDERABAD, TELANGANA -500 037**

Chairman informed the Board that the Company is required to appear before courts and tribunals in respect of the cases filed by it and against it; as such a competent person is to be appointed on behalf of Company to perform all these functions. Earlier Board authorised Mr. T. Ashok Reddy to represent the company in all legal matters. He was further apprised that for operational convenience, it was proposed to nominate and appoint Mr.T. Ashok Reddy, Vice president and also Mr.Kalvakolanu Somaraju, General Manager severally for the purpose of signing all the documents required before the court of law and to represent the company in all legal matters on behalf of the Company. Upon deliberations, Board passed the following resolution in this regard.

**TO AUTHORIZE MR.T. ASHOK REDDY, VICE PRESIDENT OF THE COMPANY AND MR. KALVAKOLANU SOMARAJU, GENERAL MANAGER OF THE COMPANY AS THE REPRESENTATIVE AND AUTHORIZED SIGNATORY OF THE COMPANY IN ALL LEGAL MATTERS OF THE COMPANY**

**"RESOLVED THAT** Mr.Talasani Ashok Reddy (Aadhar No.6217 2535 2441), Vice President of the Company and Mr.Kalvakolanu Somaraju (Aadhar No. 4385 5927 1523), General Manager of the Company, be and are hereby severally authorized by the Board:

- to represent the Company in all the legal matters, cases, quasi-judicial, proceedings filed by or against the Company before all Courts, Tribunals (including but not limited to NCLTs, NCLATs, DRTs, NGTs etc.), all appellate Tribunals, Boards, district consumer forums, State Commissions/Forums & National Consumer Disputes Redressal Commission, MSEFCs, all authorities, quasi judicial Authorities, Revenue Authorities and all other forums in India;
- to file any suit, petitions including Special Leave Petitions, affidavits, appeal, revision, reference, memo's, claims, application including copy applications, written statement and other pleadings, proceedings, documents to the court,
- to deposit, withdraw and receive documents and any money, moneys from the Court, from the opposite Party either in execution of the decree, otherwise before any court, authority on behalf of the Company,
- to sign and verify all complaints or petitions, applications, petitions, applications, written statements, counter, memo, vakalat, memo of appearance, any other pleadings on behalf of the Company,
- to settle, adjust, compromise, compound, withdraw any suit, proceedings, actions, claims, demands or proceedings before any court, quasi-judicial authority, Tribunal and other authority;

**Certified True Copy**

For Megha Engineering & Infrastructures Limited

  
N. Chandra Kala  
Company Secretary  
M.No.A32377



**Megha Engineering & Infrastructures Ltd.**

An ISO 9001-2015 Company

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- f) submit to lawful domestic and international arbitration required claims and disputes as per conditions of contracts signed by company; to sign all related documents, to defend the arbitrations on behalf of the company, to settle the disputes and claims under arbitration in the best interest of company, if require.
- g) to appear, defend the Company and to adduce evidence on behalf of the Company.
- h) to submit necessary letters, applications, memos, petitions and requests etc. relating to legal issues of the company, company's immovable properties to the concerned authorities, local bodies, quasi-judicial authorities; to give replies to all statutory and legal notices and to perform all other related acts and deeds.
- i) to sign and present documents for registration, produce documents impounding before judicial, quasi-judicial, tribunal, any authority, to receive the original documents; apply for certified copies.
- j) to lodge complaints before police stations, judicial, quasi-judicial, other authorities and to represent in all such matters of the company before police stations and criminal courts.
- k) To appoint and remove the legal counsels, advocates in all areas of India, to negotiate and fix their fees and other costs.
- l) To authorize competent persons and sub-delegate any of the powers/authorities mentioned above at their discretion.

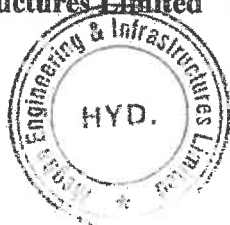
**RESOLVED FURTHER THAT** the certified true copy of this resolution duly signed by any of the Director or Company Secretary of the Company be furnished to the concerned authorities for their necessary action and record."

//Certified true copy//

**For Megha Engineering & Infrastructures Limited**

PJKK

*[Signature]*  
**Venkata Krishna Reddy Puritipati**  
**Managing Director**  
**DIN-01815061**



S

**Certified True Copy**  
 For Megha Engineering & Infrastructures Limited

*[Signature]*  
**N. Chandra Kala**  
**Company Secretary**  
**M.No.A32377**

IN THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 955 OF 2024  
IN

In the matter of:  
President Municipal Committee Thathri ...Applicant  
Union Territory of J&K Versus  
...Respondent

KNOW ALL to whom these presents shall come that I/We MR. ASHOK REDDY  
AUTHORIZED REP. OF M/S MEICHA ENGINEERING & INFRA LTD.  
The above name does hereby appoint:

ALPHA LEGAL CONSULTANTS  
C-53, JANGPURA EXTENSION, NEW DELHI-110014  
CONTACT NO 9988799877, EMAIL: [adv.varunchugh@gmail.com](mailto:adv.varunchugh@gmail.com)

Varun Chugh D/4294/2019 Shagun Shahi Chugh PH/4181/2019 Shreya Mittal D/3861/2019 Sidhrah Jami D/8108/2021  
Vishal Kumar Chandel UP/00743/2020 Ipshita UP/ 09606/17 Utsav Magotra D/7929/2022

To be my/our Advocate in the above noted case and authorized him:-

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

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

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

The deposit, receive cheques and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case. To appoint and instruct any other Legal Practitioner, authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think it to do so and to sign the Power of Attorney on our behalf.

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

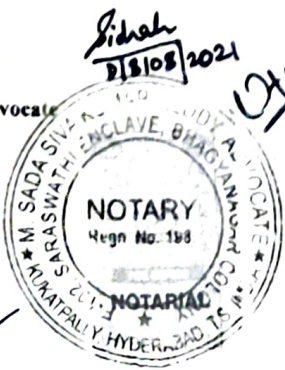
And I/We undertake that I / we or my /our duly authorized agent would appear in the Court on all hearings and will inform the Advocates for appearance when the case is called.

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

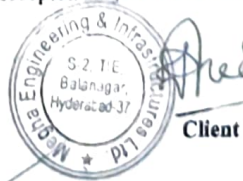
And I /we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above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

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents contents of which have been understood by me/us on this Third (3) day of October, 2024. Accepted subject to the terms of fees.

*Handwritten signatures and dates:*  
UP/00743/20  
UP/3861/19  
UP/09606/17



*Handwritten signatures and dates:*  
UP/8108/2021  
UP/09606/17



ATTESTED

03 OCT 2024

M. SADA SIVA KUMAR REDDY, B Com., B.L.,  
ADVOCATE & NOTARY  
Appointed by Govt., India  
G.O Ms No 198, Rev (Regn-II), dt 11 04 2000  
102 Saraswathi Enclave, Bhagyanagar Colony,  
Kukatpally, Hyderabad, T.S., India. (Ph: 98480 44395)

*Handwritten signature:* Chugh