

**HP State Pollution Control Board,**

Below BCS, Phase-III, New Shimla

No. PCB-OA No. 685/2022-

18244

Dated:

29-12-2022

To

✓ The Registrar General

Hon'ble National Green Tribunal

Faridkot House, Copernicus Marg, New Delhi-110001

**Subject: Compliance to Hon'ble NGT's order dated 31.10.2022, passed in O.A. No. 685/2022 titled as Narayan Singh Vs. State of H.P.**

Sir,

Please refer to order dated 31.10.2022, passed in the afore-cited matter related to alleged dumping of construction waste and stone debris on valley side during the construction of double lane road in Shimla H.P. wherein, following directions were passed by the Hon'ble NGT:-

*"2.....However, before proceeding further, we find it appropriate to obtain a factual report for which we constitute a joint Committee comprising State PCB and Forest Department. Committee shall visit concerned area within 15 days from today and submit a factual report to this Tribunal within two months by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR Support PDF and not in the form of Image PDF....."*

*4. List for further consideration on 04.01.2023....."*

In compliance to afore-cited order dated 31.10.2022, the Principal Chief Conservator, Forest Department, H.P. and Member Secretary, HPSPCB nominated District Forest Officer, Shimla and Regional Officer, HPSPCB Shimla, respectively to carry out joint inspection of the area in question. Accordingly, a Factual Report as desired by Hon'ble NGT, has been submitted by the Joint Committee which is annexed at **Annexure R-1** and may kindly be placed on record please.

**(Encl: As above)**

Yours faithfully,

Signed by Apoorv Devgan

Date: 29-12-2022 10:55:46

**(Apoorv Devgan, IAS).**

Member Secretary

HPSPCB, Shimla

**Joint Inspection Report of the Committee Constituted in Compliance to Order Passed By Hon'ble National Green Tribunal in OA No. 685 Of 2022, titled as Narayan Singh V/s State of HP on dated 31.10.2022.**

**Background Note:-** Hon'ble National Green Tribunal passed the following orders on 31.10.2022 in the matter of O.A. No. 685 of 2022, titled as Narayan Singh Vs. State of HP.

*"1. .... Original Application under Sections 14 and 15 of National Green Tribunal Act, 2010 (hereinafter referred to as "NGT Act, 2010") whereof suo motu cognizance has been taken by this Tribunal. The Complaint is that one M/s. Sai Eternal Foundation is dumping construction waste and waste stone debris on valley side causing damage to environment and also creating health hazards to local people in the area. The said company is constructing a double lane in Shimla, Himachal Pradesh and in the process of said construction activities, construction waste and other waste is being dumped at Dhalli Tunnel project down the valley side....."*

*2. In our view, matter requires consideration as it involves a substantial question relating to environment arising from implementation of the scheduled enactments under NGT Act, 2010. However, before proceeding further, we find it appropriate to obtain a factual report for which we constitute a joint Committee comprising State PCB and Forest Department. Committee shall visit concerned area within 15 days from today and submit a factual report....."*

In compliance to the orders passed by Hon'ble National Green Tribunal dated 31.10.2022, Principal Chief Conservator of Forests, HP Forest Department further authorized Divisional Forest Officer, Shimla, and Member Secretary, HPSPCB Shimla authorized Regional Officer, Shimla to carry out joint inspection. The committee of authorized officers carried out the joint inspection of Dhalli and related areas on 21.11.2022 along with Sh. Himanshu Behal, General Manager, M/s Sai Eternal Foundation. Observations are as under:

- The work for construction of two lane road tunnel having length of 147 mtrs. at Dhalli was awarded to M/s Sai Eternal Foundation. **The excavation work is complete and at present there is no generation of muck/debris.**
- As per records maintained by M/s Sai Eternal Foundation, total quantity of muck generated from the construction of tunnel is approx. 14,923 cub. Mtrs. Muck generated has been dumped at two designated dumping sites on private land i.e.  
(i) land of Sh. Pradeep Verma, S/o Sh. Neem Chand, Khasra No. 343, measuring

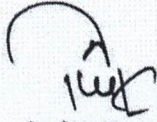
00-20-22 (1/2 share), Mohal Evag, Tehsil Sunni, Distt. Shimla (HP) and (ii) land of Smt. Shanti, D/o Sh. Bhagat Ram, Khasra No. 21, measuring 00-34-26 hect., Mohal Bhdech, PO Durgapur, Sunni, Distt. Shimla (HP). Further, approx. 755 cub. Mtrs muck was transported to captive crusher plant of M/s Sai Eternal Foundation at village Devidhar, Tehsil Sunni, Distt. SHimla (HP) for crushing & re-using.

**Location wise status of muck dumping:-**

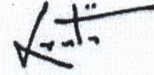
- i) **Land of Smt. Shanti**, D/o Sh. Bhagat Ram, Khasra No. 21, measuring 00-34-26 hect., Mohal Bhdech, PO Durgapur, Sunni, Distt. Shimla (HP): - As per records provided by representative of M/s Sai Eternal Foundation, approx. 1,454 Cub. Mtrs. muck has been dumped at the said site (Vehicle wise details of muck dumped and copy of agreement with the land owner is attached as **Annexure-I & II**). **It was observed during the inspection that protection measures have been provided at the site and the site is stable at present (Photographs attached).**
- ii) **Land of Sh. Pradeep Verma**, S/o Sh. Neem Chand, Khasra No. 343, measuring 00-20-22 (1/2 share), Mohal Evag, Tehsil Sunni, Distt. Shimla (HP): - As per records provided by representative of M/s Sai Eternal Foundation, approx. 12,714 Cub. Mtrs. muck has been dumped at the said site (Vehicle wise details of muck dumped and copy of agreement with the land owner is attached as **Annexure-III & IV**). It was observed during the inspection that wired crate walls have been provided at the bottom of the site, however, same are inadequate and height of the crate walls need to be raised to prevent flow of debris over the crate walls.

It was apprised by the representative of the M/s Sai Eternal Foundation that height of crate walls could not be raised as there is ownership dispute between the land owners of dumping site and adjoining areas. A court case regarding the same is already pending in Court of Civil Judge, Shimla titled as Som Prakash & Others Versus Sh. Pradeep Verma & Others. Directions were issued to the project proponent that no further dumping should be carried out at the said site till proper retaining structures are provided at the bottom of the dumping site (Directions issued and Photographs are attached as **Annexure-V, collectively**).

- It is pertinent to mention here that there is already a court case pending before the Hon'ble Court of Civil Judge, Court No. (6), Shimla, (HP) vide No. 168/2022, CMA No. 1632/2022 titled as Som Prakash & Others Versus Sh. Pradeep Verma & Others), regarding illegal muck dumping and encroachment of land.



Lalit Kumar  
**Regional Officer,**  
**HPSPCB, Shimla**



Krishan Kumar (IFS)  
**Divisional Forest Officer,**  
**HP Forest Department, Shimla Division**  
Shimla Forest Division  
SHIMLA

# ANNEXURE-I

Name of Work:- Construction of 2 Lane Road Tunnel parallel to the existing Dhalli Tunnel

Estimation of Muck Generated during construction of Tunnel			
S. No	RD	Quantity	Unit
1	0/000 to 0/010	881	Cum
2	0/010 to 0/020	881	Cum
3	0/020 to 0/030	881	Cum
4	0/030 to 0/040	881	Cum
5	0/040 to 0/050	881	Cum
6	0/050 to 0/060	881	Cum
7	0/060 to 0/070	881	Cum
8	0/070 to 0/080	881	Cum
9	0/080 to 0/090	881	Cum
10	0/090 to 0/100	881	Cum
11	0/100 to 0/110	881	Cum
12	0/110 to 0/120	881	Cum
13	0/120 to 0/130	881	Cum
14	0/130 to 0/140	881	Cum
15	0/140 to 0/150	881	Cum
Total Muck Quantity to be Generated		13215	Cum

MUCK TO BE GENERATED IN MT = 24448 MT

*Samir*  
Assistant Engineer.  
State Roads Project, HPRIDCL,  
Nirman Bhawan, Shimla- 171002.  
Asst. Engineer (Highways) AF, CMV,  
HPRIDCL, Shimla.  
HPRIDCL, Shimla.

# Muck Dumping Detail at Naldehra Site

HP63 5492				
Sr No.	Vehicle No	Date	Trip	Cum
1	HP 63 5492	16.01.2022	1	14
2	HP 63 5492	19.01.2022	3	42
3	HP 63 5492	27.01.2022	1	14
4	HP 63 5492	28.01.2022	3	40
5	HP 63 5492	29.01.2022	3	42
6	HP 63 5492	30.01.2022	3	42
7	HP 63 5492	01.02.2022	2	22
8	HP 63 5492	02.02.2022	1	14
9	HP 63 5492	09.02.2022	2	28
10	HP 63 5492	10.02.2022	2	28
11	HP 63 5492	15.02.2022	2	28
12	HP 63 5492	16.02.2022	4	56
13	HP 63 5492	17.02.2022	3	42
14	HP 63 5492	18.02.2022	3	42
15	HP 63 5492	19.02.2022	3	42
16	HP 63 5492	20.02.2022	2	28
17	HP 63 5492	21.02.2022	2	28
Total			40	552

HP63A 1299				
Sr No.	Vehicle No	Date	Trip	Cum
1	HP63A 1299	18.01.2022	2	22
2	HP63A 1299	19.01.2022	3	33
3	HP63A 1299	20.01.2022	2	22
4	HP63A 1299	21.01.2022	2	22
5	HP63A 1299	29.01.2022	3	33
Total			12	132

HP63 5828				
Sr No.	Vehicle No	Date	Trip	Cum
1	HP63 5828	27.01.2022	1	11
2	HP63 5828	28.01.2022	3	33
3	HP63 5828	29.01.2022	2	22
4	HP63 5828	30.01.2022	3	33
5	HP63 5828	01.02.2022	2	22
6	HP63 5828	02.02.2022	2	22
7	HP63 5828	15.02.2022	3	33
8	HP63 5828	16.02.2022	4	44
9	HP63 5828	17.02.2022	3	33
10	HP63 5828	18.02.2022	3	33
11	HP63 5828	19.02.2022	3	33
12	HP63 5828	20.02.2022	3	33
Total			32	352

HP62 1507				
Sr No.	Vehicle No	Date	Trip	Cum
1	HP 62 1507	19.01.2022	2	22
2	HP 62 1507	21.01.2022	1	11
3	HP 62 1507	22.01.2022	1	11
4	HP 62 1507	29.01.2022	3	33
5	HP 62 1507	30.01.2022	3	33
6	HP 62 1507	10.02.2022	1	11
7	HP 62 1507	16.02.2022	3	33
8	HP 62 1507	18.02.2022	1	11
9	HP 62 1507	19.02.2022	3	33
10	HP 62 1507	20.02.2022	2	22
11	HP 62 1507	21.02.2022	1	11
Total			21	231

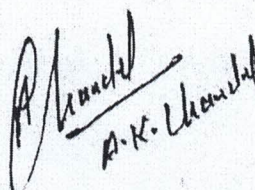
HP07C 1628 Hire Vehicle				
Sr No.	Vehicle No	Date	Trip	Cum
1	HP07C 1628	18.01.2022	2	22
2	HP07C 1628	19.01.2022	3	33
3	HP07C 1628	20.01.2022	1	11
4	HP07C 1628	21.01.2022	2	22
5	HP07C 1628	22.01.2022	2	22
6	HP07C 1628	28.01.2022	3	44
7	HP07C 1628	29.01.2022	3	33
Total			16	187

Total Trips Dumped till Date 14/03/2022 121  
Total Quantity Muck Disposed 1454

Rate Per Trip As Per Agreement in Rupees 250/-  
Payable Amount For Muck Dumping 30250.00

  
Authorised Signatory

Site Incharge

  
A.K. Chandel

W-Form

Geological Wing | Dashboard

Transit P: M-Form Number	Type	Driver Name	Driver Mobile	Vehicle Number	Name of Party	Qty Carring	Qty Unit	Transport Mode	Date
1 13878	1378844063667 W	Manoj Kumar Rana	7018142785	HP-63-5492	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	10	Metric Tons	Tipper	2022-02-23 15:52:08
2 13878	8341784063511 W	Manoj Kumar Thakur	7876274113	HP-63-5491	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	10	Metric Tons	Tipper	2022-02-23 15:38:55
3 13878	1378844063667 W	Manoj Kumar Rana	7018142785	HP-63-5492	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	10	Metric Tons	Tipper	2022-02-23 15:52:08
4 13878	8341784063511 W	Manoj Kumar Thakur	7876274113	HP-63-5491	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	10	Metric Tons	Tipper	2022-02-23 15:38:55
5 13878	4831875046671 W	Suresh Kumar	9816645546	HP63 B 9827	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	10	Metric Tons	Tipper	2022-08-25 14:28:01
6 13878	4378185046473 W	NARESH KUMAR	9816163599	HP-63A-1299	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	10	Metric Tons	Tipper	2022-08-25 13:15:20
7 13878	3788145039506 W	BALI RAM	9816037576	HP-63A-1299	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	10	Metric Tons	Tipper	2022-08-23 15:48:24
8 13878	3478185038076 W	SANJEEV KUMAR	7018659938	HP63-B-9827	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	15	Metric Tons	Tipper	2022-08-23 10:34:47
9 13878	7138845177679 W	pawan kumar	7018647140	HP63 B 9823	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	5	Metric Tons	Tipper	2022-09-24 15:49:23
10 13878	8147385177485 W	Parshotam	7018065165	HP69 5976	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	5	Metric Tons	Tipper	2022-09-24 15:13:50
11 13878	3784815177311 W	Raj Thakur	9015212502	A/F T0722H9631F	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	9	Metric Tons	Tipper	2022-09-24 14:37:57
12 13878	8714385175774 W	MANSA RAM	9805757757	HP63 B 9827	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	8	Metric Tons	Tipper	2022-09-24 09:54:08
13 13878	4371885175392 W	Parshotam	7018065165	HP69 5976	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	6	Metric Tons	Tipper	2022-09-24 08:43:54
14 13878	8481375175382 W	Pawan kumar	8219647140	HP63 B 9823	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	9	Metric Tons	Tipper	2022-09-24 08:42:13
15 13878	1847835172505 W	MANSA RAM	9805757757	HP63 B 9827	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	8	Metric Tons	Tipper	2022-09-23 14:14:39
16 13878	1478835172493 W	Parshotam	7018065165	HP69 5976	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	6	Metric Tons	Tipper	2022-09-23 14:10:55
17 13878	3417885171849 W	Dhanl Ram	9817102933	HP63 5828	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	5	Metric Tons	Tipper	2022-09-23 12:17:04
18 13878	1478835167922 W	MANSA RAM	9805757757	HP63 B 9827	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	8	Metric Tons	Tipper	2022-09-22 14:33:16
19 13878	4781835167899 W	Vikrant sharma	8894554303	HP63 B 9823	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	8	Metric Tons	Tipper	2022-09-22 14:29:47
20 13878	7488315167892 W	Parshotam	7018065165	HP69 5976	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	5	Metric Tons	Tipper	2022-09-22 14:28:46
21 13878	4387815165848 W	Vikrant sharma	8894554303	HP63 B 9823	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	8	Metric Tons	Tipper	2022-09-22 08:41:32
22 13878	8174835165839 W	Parshotam	7018065165	HP69 5976	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	6	Metric Tons	Tipper	2022-09-22 08:40:01
23 13878	4387815165827 W	MANSA RAM	9805757757	HP63 B 9827	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	8	Metric Tons	Tipper	2022-09-22 08:38:05
24 13878	7183485163216 W	Parshotam	7018065165	HP69 5976	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	5	Metric Tons	Tipper	2022-09-21 14:20:56
25 13878	8743185154814 W	Mukul Sharma	7876061188	HP07C 1628	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	5	Metric Tons	Tipper	2022-09-19 19:18:21
26 13878	8817435153642 W	MANSA RAM	9805757757	HP63 B 9823	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	8	Metric Tons	Tipper	2022-09-19 14:37:13
27 13878	8714835152070 W	Parshotam	7018065165	HP69 5976	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	5	Metric Tons	Tipper	2022-09-19 09:45:36
28 13878	4881375151921 W	Mukul Sharma	7876061188	HP07C 1628	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	9	Metric Tons	Tipper	2022-09-19 09:20:16
29 13878	3884175151792 W	MANSA RAM	9805757757	HP63 B 9823	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	8	Metric Tons	Tipper	2022-09-19 08:57:39
30 13878	7413885148678 W	Mukul sharma	7876061188	HP07C 1628	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	9	Metric Tons	Tipper	2022-09-18 13:57:58
31 13878	7483815148665 W	Parshotam	7018065165	HP69 5976	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	9	Metric Tons	Tipper	2022-09-18 13:54:42
32 13878	8837145148658 W	Mansa ram	9805757757	HP63 B 9823	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	12	Metric Tons	Tipper	2022-09-18 13:53:05
33 13878	4187835147060 W	Mukul sharma	7876061188	HP07C 1628	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	9	Metric Tons	Tipper	2022-09-18 08:37:03
34 13878	1834875146997 W	Mansa ram	9805757757	HP63 B 9823	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	12	Metric Tons	Tipper	2022-09-18 08:24:13
35 13878	1838475146982 W	Parshotam	7018065165	HP69 5976	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	9	Metric Tons	Tipper	2022-09-18 08:21:49
36 13878	3884175140363 W	MUKUL SHARMA	7876061188	HO-07C1628	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	5	Metric Tons	Tipper	2022-09-16 16:17:07
37 13878	8378145140323 W	PURSHOTAM	7018065165	HP-69-5976	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	5	Metric Tons	Tipper	2022-09-16 16:13:02
38 13878	8874315138671 W	Mukul Sharma	7876061188	HP07C 1628	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	8	Metric Tons	Tipper	2022-09-16 10:12:03
39 13878	7848135091023 W	MANSA RAM	9805757757	HP63-B-9823	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	9	Metric Tons	Tipper	2022-09-06 09:18:57
40 13878	8841375088603 W	MANSA RAM	9805757757	HP-63B-9823	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	14	Metric Tons	Tipper	2022-09-05 15:43:41
41 13878	4878135073066 W	NARESH KUMAR VERMA	9816037576	HP-63A-1299	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	9	Metric Tons	Tipper	2022-09-01 11:53:37
42 17530	7430155339640 W	Mukul Sharma	7876061188	HP07C 1628	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	9	Metric Tons	Tipper	2022-10-29 11:48:15
43 17530	4075135339632 W	pawan kumar	8219647140	HP63 B 9827	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	14	Metric Tons	Tipper	2022-10-27 09:27:22
44 17530	7.13545E+11 W	Vikrant sharma	8894554303	HP63 B 9823	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	14	Metric Tons	Tipper	2022-10-27 09:26:30
45 17530	3541075339531 W	Rajesh	7018583067	A/F T0722H9631F	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	12	Metric Tons	Tipper	2022-10-27 09:25:31
46 17530	0453175339518 W	Parshotam	7018065165	HP69 5976	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	9	Metric Tons	Tipper	2022-10-27 09:09:39
47 17530	3751045336607 W	Rajesh	7018583067	A/F T0722H9631F	Sai Engg. Foundation & Sai Shakti SolutionLLP JV	12	Metric Tons	Tipper	2022-10-27 09:07:41
Total Quantity						408	Metric Tons		



डम्पिंग हेतु किरायानामा

अस्टाम कीमत 100/- रु

यह किरायानामा / RENT AGREEMENT आज दिनांक 24-1-2022 को श्रीमति शांति आयु 77 वर्ष पुत्री श्री भगत राम निवासी नालदेहरा डाकघर दुर्गापुर तहसील सुन्नी जिला शिमला हि0प्र0 जिसे कि प्रथम पक्ष कहा गया है तथा साई इंजीनियरिंग फाउंडेशन, साई भवन, सेक्टर-4, न्यू शिमला हि0प्र0 through its General Manager, Sh. Himanshu Behl जिसे कि दवितीय पक्ष कहा गया है के बीच तय हुआ जिसमें कि प्रथम पक्ष खसरा न0 21 रकबा 00-34-26 हेक्टेयर (04बीघा 10 बिस्वा) व खाता खतौनी न0 8/9 मिन स्थित मोहाल भडेच डाकघर दुर्गापुर तहसील सुन्नी जिला शिमला हि0प्र0 जमाबन्दी साल 2015- 2016 माल कागज़ात दर्ज है का मालिक है तथा प्रथम पक्ष का उक्त भूमि पर व्यक्तिगत कब्ज़ा है। प्रथम पक्ष उक्त भूमि को DBO Bulk Water Supply to Shimla व Double Lane Road Tunnel ढली से निकलने वाले मक को डम्प करने हेतु दवितीय पक्ष को किराये पर देने का इकरार किया तथा निम्न शर्तें तय की:-

ATTESTED

Vijay Kumar Saktani  
Advocate cum Notary Public  
Mandi, Vikas Nagar

*[Signature]*

शांति

1. यह कि प्रथम पक्ष ने अपनी उपरोक्त जमीन 00-34-26 हेक्टेयर (04बीघा 10बिस्वा) को मु0 250/- (मु0 दो सौ पचास रूपए केवल) प्रति गाड़ी के हिसाब से मक डम्पिंग करवाने हेतु दवितीय पक्ष को देने का इकरार किया है।
2. यह कि इस भूमि को डंपिंग के लिए इस्तेमाल करने से सरकारी भूमि / वन विभाग भूमि या दिग्गर किसी भी भूमि, पेड़ किसी प्राकृतिक जल स्रोत या अन्य किसी अचल किसी प्राकृतिक जल स्रोत या अन्य किसी अचल खेती वाली भूमि को नुकसान नहीं पहुंचेगा। यदि फिर भी कोई भी नुकसान होता है तो इसकी पूरी जिम्मेदारी प्रथम पक्ष की ही होगी।
3. यह कि उक्त भूमि पर यदि कोई भी हिसेदार बाधा उत्पन्न करता है तो इसके निवारण कि

ATTESTED

जिम्मेदारी प्रथम पक्ष की होगी।

Vijay Kumar Saklani  
Advocate cum Notary Public  
Village Bhadgaon, Vikas Nagar  
Jalandhar

यह कि उपरोक्त किरायानामा दोनों पक्षों ने अपने होश हवास में बिना किसी भय, दबाव के लिख दिया तथा अच्छी तरह पढ़कर सुन व समझकर सही व दुरुस्त तस्लीम किया तथा रुबरु गवाहान इस पर अपने हस्ताक्षर किये।

स्थान :-

दिनांक :-

गवाहान D Singh  
1. Darab Singh  
K. H. N. S. D. H. A.  
V. P. C. D. H. S. D. H. A.  
D. H. S. D. H. A.

Radam Raj  
2. Radam Raj S/o Sh. Mohan  
Sai Engineering Foundation  
Sai Bhawan Sector-4  
New Shimla - 9 (H.P.)

प्रथम पक्ष शान्ति  
श्रीमति शान्ति पुत्री श्री भगत राम  
निवासी नालदेहरा डाकघर दुर्गापुर  
तहसील सुन्नी जिला शिमला हि0प्र0

दवितीय पक्ष हिमांशु बहल  
हिमांशु बहल  
साई इंजीनियरिंग फाउंडेशन  
साई भवन, सेक्टर-4,  
न्यू शिमला हि0प्र0

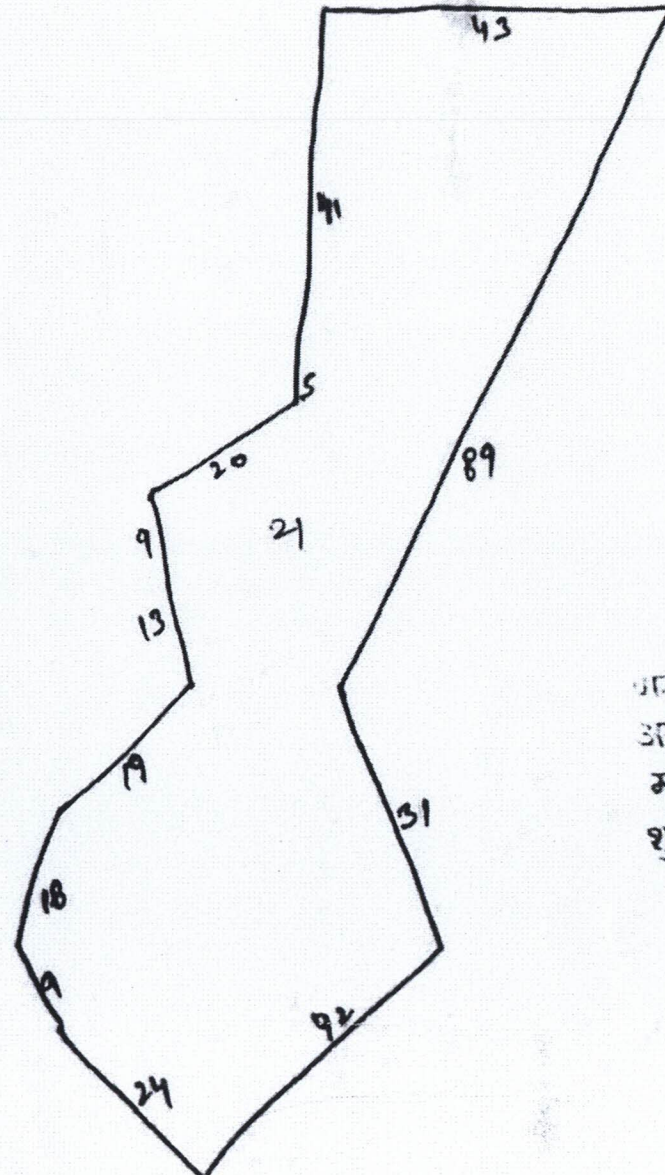
Radam Raj  
Attested by me  
816769888215

Attested by me Radam Raj  
the 22 day of Jan 2022  
at Shimla in the dist. of H.P.  
by Sh. Radam Raj  
Identified by Radam Raj  
who is personally known to me the  
contents of the above are duly read  
and explained to the deponent who  
understands the contents of the above  
and has signed and affixed his/her seal  
hereby attested  
24/1/22

नमल अन्स तरीका बालश विद्युतवार ११ जिला मईय तहसील विद्युत बालश  
जिला विद्युत वि. प्र०।

↑ उत्तर

११ जिला व विद्युत  
१० जिला व विद्युत



गणनापित किया जाय ३३ मकल मुताबिक  
असल कागजात के सहों व बखस्त है। हस्त  
मन्शा साचल के तैयार करके अजरत वसूल  
शुद्ध कर रहीद बखार 62

(Cine)

ग्रामीण १७-१०-२०२२  
पटवार बाल नाव विहरा  
तहसील विद्युत वि. प्र०।  
जिला विद्युत वि. प्र०।

5	HP07C 1620	21.01.2022	2	1	22	1
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**राजस्व विभाग, हिमाचल प्रदेश - नकल जमाबंदी**

एस.सी.ए रसीद संख्या: 2018013427358027

नकल शुल्क : 1.00  
सेवा शुल्क : 10  
कुल शुल्क : 11

जिला : शिमला  
तहसील : शिमला(ग्रामीण)  
कानूनमोक्त : सन्तोषी  
पटवार वृत्त : मानदेहरा  
हदबस्त नं. : 280

नाम :  
पिता/पति :

साल : 2015-2016

रकबा ईकाई: ई-आ-सी

खेपट नं.	खतीनी नं.	नाम आनिम व पहचान	नाम कारतकार व पहचान	नाम बाह व हीमर बसावन आबपासी	नम्बर खसरा इम	रकबा हर खेत व मिजाम खाता नव किस्म अउमी मीट्रीक ईकाईमी नं	हिस्सा या पैमाना इकीमत व तरीका बाछ	किस्मत
1	2	3	4	5	6	7	8	9
8 मिन	11 मिन	खेतिल खसिल पुवे मगत राम पुत्र हिमल म्यानिम बासी	अवत व कज्जा खेत		21	00-34-28 बाछने	अवत व कज्जा बाछ खेपट नं (1)	न ई 58 फि ई परिचारीक व्यवस्था मीट-बाई खपट नम्बर 363 दिनांक 28-7-09 के अनुसार ख न 16,17,21,25,26 किस्म 5 रकबा तादटी 1-22-87 ईषर खपटने मु 3, 00,000/- रु में पुणे बैंक दुकान 2 वन मर राम ई
5	8							
अवत व कज्जा न								
(1)								
0.00								
मात्र								
0.00								
म्बाने								
0.00								

Certified that this copy has been generated from the database of Revenue Department at Tehsil SHIMLA RURAL as accessed by the Lok Mitra Kendra Pradeep Kumar on 18-January-2022

To Verify, enter the Copy No above Bar Code at <https://himbhoomilmk.nic.in>

Jam09022127956

For Validity Refer Notific. No Rev-C(FY)10-1/2009 Dated 14-Feb-2011



निकनट : हिमाचल प्रदेश - शिमला

दिनांक: 18-Jan-2022

पृष्ठ संख्या: 1

शिमला  
Lok Mitra Kendra

**Detail of documents desired by Worthy Committee Members regarding muck dumped / recycled  
C/O 2 Lane Road Tunnel parallel to existing Dhalli Tunnel**

**ANNEXURE - III**

S. No.	Description	Doc Enclosed
1.	Dumping in Contract Agreement is Obligation of Contractor- Sai Engineering Foundation & Sai Shakti Solution LLP (JV).	- Article 4 of Contract Agreement, Clause 4.1 Obligation of Contractor as per <u>Annexure - I.</u>
2.	Muck Generated (Theoretical).	- 13215 Cum Calculation Sheet as per <u>Annexure -II.</u>
3.	Detail of Muck Dumped/Reused (Including the swell factor):-	
I.	Dumped on Khasra No. 343, measuring 00-40-44 hec. (1/2 Share) i.e. 00-20-22 hec Mohal Evag, Tehsil Sunni, District Shimla as per Affidavit/Agreement with Sh. Pradeep Verma, S/o Sh. Neem Chand (SPA Holder).	- 12714 Cum Affidavit/Agreement with Sh. Pradeep Verma, S/o Sh. Neem Chand(SPA Holder) & SPA, Revenue papers of Kh No. 343, Transportation Detail, Bills as per <u>Annexure -III.</u>
II.	Dumped on Khasra No. 21, measuring 00-34-26 hec. Mohal Bhdech, PO Durgapur, Sunni, District Shimla as per Affidavit/Agreement with Smt. Shanti, D/o Sh. Bhagat Ram	- 1454 Cum Affidavit/Agreement with Smt Shanti Devi, D/o Sh. Bhagat Ram, Revenue papers of Kh. No. 21, Transportation detail cum Bill as per <u>Annexure - IV.</u>
III.	Transported to Crusher at Village Devidhar, Tehsil Sunni for re-cycling.	- 755 Cum W-Forms detail pertaining transportation of material to Crusher Site as per <u>Annexure-V.</u>
	G. Total of Muck Dumped/Reused)	- 14923 Cum
4.	Other Documents attatched:-	
I.	Copy of Civil Suit No. 168/2022 in the Hon. Court of Ld. Civil Judge Shimla.	- As per <u>Annexure-VI.</u>
II.	As observed during the Joint Inspection, the retaining structures to retain muck were erected, however got stopped due to stay by Hon. Court.	- Nil.

# Month- March 2022

20.03.2022 TO 28.03.2022

S. No.	Vehicle Detail	No. of Rounds	Qty in CUM
1	HP 63B - 9827 Tata Dumper	1	16
2	HP 63 - 3919 Mazda Tipper	2	8
3	HP 62 - 1507 Tata 1616	6	66
<b>Total</b>		<b>9</b>	<b>90</b>
1	HP 63B - 9827 Tata Dumper	1	16
2	HP 63 -3919 Mazda Tipper	3	12
3	HP 62 - 1507 Tata 1616	3	33
<b>Total</b>		<b>7</b>	<b>61</b>

Dated :- 31.03.2022

1	HP 63 -3919 Mazda Tipper	3	12
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 62B - 1507 Tata 1616	3	33
4	HP 62 - 1507 Tata 1616	2	22
<b>Total</b>		<b>11</b>	<b>115</b>
<b>Sub. Total (March 2022)</b>		<b>27</b>	<b>266</b>

## Month- April 2022

Dated :- 01.04.2022

S. No.	Vehicle Detail	No. of Rounds	Qty in CUM
1	HP 63 -3919 Mazda Tipper	2	8
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 62B - 1507 Tata 1616	4	44
<b>Total</b>		<b>8</b>	<b>84</b>

Dated :- 02.04.2022

1	HP 63 5828 Man Dumper	1	11
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 63 -3919 Mazda Tipper	2	8
<b>Total</b>		<b>5</b>	<b>51</b>

Dated :- 03.04.2022

1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9823 Tata Dumper	2	32
3	HP 63 -3919 Mazda Tipper	0	0
<b>Total</b>		<b>5</b>	<b>65</b>

Dated :- 05.04.2022

1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 63B - 9823 Tata Dumper	2	32
<b>Total</b>		<b>6</b>	<b>86</b>

Dated :- 06.04.2022

1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9827 Tata Dumper	2	32

<b>Total</b>		<b>4</b>	<b>54</b>
<b>Dated :- 07.04.2022</b>			
1	HP 63 5828 Man Dumper	4	44
<b>Total</b>		<b>4</b>	<b>44</b>
<b>Dated :- 08.04.2022</b>			
1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	1	16
2	HP 63B - 9823 Tata Dumper	4	49
<b>Total</b>		<b>8</b>	<b>98</b>
<b>Dated :- 09.04.2022</b>			
1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	2	32
<b>Total</b>		<b>8</b>	<b>113</b>
<b>Dated :- 10.04.2022</b>			
1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9827 Tata Dumper	4	64
3	HP 63B - 9823 Tata Dumper	2	32
<b>Total</b>		<b>8</b>	<b>118</b>
<b>Dated :- 11.04.2022</b>			
1	HP 63 5828 Man Dumper	4	44
2	HP 63B - 9827 Tata Dumper	6	96
3	HP 63B - 9823 Tata Dumper	6	96
<b>Total</b>		<b>16</b>	<b>236</b>
<b>Dated :- 12.04.2022</b>			
1	HP 63 5828 Man Dumper	1	11
2	HP 63B - 9827 Tata Dumper	4	64
3	HP 63B - 9823 Tata Dumper	4	64
<b>Total</b>		<b>9</b>	<b>139</b>
<b>Dated :- 13.04.2022</b>			
1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	2	32
<b>Total</b>		<b>7</b>	<b>102</b>
<b>Dated :- 14.04.2022</b>			
1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9823 Tata Dumper	2	32
<b>Total</b>		<b>4</b>	<b>54</b>
<b>Dated :- 15.04.2022</b>			
1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	3	48
4	HP63 3919 Mazda Tipper	1	4
<b>Total</b>		<b>10</b>	<b>133</b>

**Dated :- 16.04.2022**

1	HP 63B - 9827 Tata Dumper	1	16
2	HP 63B - 9823 Tata Dumper	0	0
3	HP63 3919 Mazda Tipper	2	8
<b>Total</b>		<b>3</b>	<b>24</b>

**Dated :- 17.04.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9823 Tata Dumper	2	32
<b>Total</b>		<b>2</b>	<b>32</b>

**Dated :- 18.04.2022**

1	HP 63 5828 Man Dumper	1	11
2	HP 63B - 9823 Tata Dumper	2	32
3	HP63 3919 Mazda Tipper	2	8
<b>Total</b>		<b>5</b>	<b>51</b>

**Dated :- 19.04.2022**

1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9823 Tata Dumper	2	32
3	HP63 3919 Mazda Tipper	3	12
<b>Total</b>		<b>8</b>	<b>77</b>

**Dated :- 20.04.2022**

1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	1	16
3	HP 63B - 9823 Tata Dumper	2	32
4	HP63 3919 Mazda Tipper	1	4
<b>Total</b>		<b>7</b>	<b>85</b>

**Dated :- 21.04.2022**

1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	1	16
3	HP 63B - 9823 Tata Dumper	2	32
4	HP63 3919 Mazda Tipper	1	4
<b>Total</b>		<b>7</b>	<b>85</b>

**Dated :- 22.04.2022**

1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	1	16
3	HP 63B - 9823 Tata Dumper	2	32
4	HP63 3919 Mazda Tipper	1	4
<b>Total</b>		<b>7</b>	<b>85</b>

**Dated :- 23.04.2022**

1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 63B - 9823 Tata Dumper	2	32
4	HP63 3919 Mazda Tipper	0	0
<b>Total</b>		<b>7</b>	<b>97</b>

**Dated :- 24.04.2022**

1	HP 63 5828 Man Dumper	1	11
2	HP 63B - 9827 Tata Dumper	0	0
3	HP 63B - 9823 Tata Dumper	0	0
4	HP63 3919 Mazda Tipper	0	0
<b>Total</b>		<b>1</b>	<b>11</b>

**Dated :- 25.04.2022**

1	HP 63 5828 Man Dumper	1	11
2	HP 63B - 9827 Tata Dumper	0	0
3	HP 63B - 9823 Tata Dumper	0	0
4	HP63 3919 Mazda Tipper	0	0
<b>Total</b>		<b>1</b>	<b>11</b>

**Dated :- 26.04.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	0	0
3	HP 63B - 9823 Tata Dumper	0	0
4	HP63 3919 Mazda Tipper	0	0
<b>Total</b>		<b>0</b>	<b>0</b>

**Dated :- 27.04.2022**

1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 63B - 9823 Tata Dumper	2	32
4	HP63 3919 Mazda Tipper	0	0
<b>Total</b>		<b>7</b>	<b>97</b>

**Dated :- 28.04.2022**

1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9827 Tata Dumper	1	16
3	HP 63B - 9823 Tata Dumper	1	16
4	HP63 3919 Mazda Tipper	0	0
<b>Total</b>		<b>4</b>	<b>54</b>

**Dated :- 29.04.2022**

1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	3	48
4	HP63 3919 Mazda Tipper	0	0
<b>Total</b>		<b>8</b>	<b>118</b>

**Dated :- 30.04.2022**

1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	3	48
4	HP63 3919 Mazda Tipper	0	0
<b>Total</b>		<b>8</b>	<b>118</b>
<b>Sub. Total (April 2022)</b>		<b>173</b>	<b>2273</b>

# Month- May 2022

Dated :- 01.05.2022.

S. No.	Vehicle Detail	No. of Rounds	Qty in CUM
1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	1	16
<b>Total</b>		<b>7</b>	<b>97</b>

Dated :- 02.05.2022

1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9827 Tata Dumper	1	16
3	HP 63B - 9823 Tata Dumper	0	0
<b>Total</b>		<b>3</b>	<b>38</b>

Dated :- 03.05.2022

1	HP 63 5828 Man Dumper	1	11
2	HP 63B - 9827 Tata Dumper	1	16
3	HP 63B - 9823 Tata Dumper	0	0
<b>Total</b>		<b>2</b>	<b>27</b>

Dated :- 04.05.2022

1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	1	16
3	HP 63B - 9823 Tata Dumper	3	48
<b>Total</b>		<b>7</b>	<b>97</b>

Dated :- 05.05.2022

1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	1	16
3	HP 63B - 9823 Tata Dumper	3	48
<b>Total</b>		<b>7</b>	<b>97</b>

Dated :- 06.05.2022

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	0	0
3	HP 63B - 9823 Tata Dumper	1	16
<b>Total</b>		<b>1</b>	<b>16</b>

Dated :- 07.05.2022

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	1	16
3	HP 63B - 9823 Tata Dumper	2	32
<b>Total</b>		<b>3</b>	<b>48</b>

Dated :- 08.05.2022

1	HP63 5492 AMW	1	11
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 63B - 9823 Tata Dumper	2	32
<b>Total</b>		<b>5</b>	<b>75</b>

Dated :- 09.05.2022

1	HP63 5492 AMW	2	22
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 63B - 9823 Tata Dumper	3	48
<b>Total</b>		<b>7</b>	<b>102</b>

**Dated :- 10.05.2022**

1	HP63 5492 AMW	1	11
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	3	48
<b>Total</b>		<b>7</b>	<b>107</b>

**Dated :- 11.05.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	1	16
3	HP 63B - 9823 Tata Dumper	2	32
<b>Total</b>		<b>3</b>	<b>48</b>

**Dated :- 12.05.2022**

1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	0	0
3	HP 63B - 9823 Tata Dumper	4	64
4	HP 63 3919 Mazda Tipper	1	4
<b>Total</b>		<b>8</b>	<b>101</b>

**Dated :- 13.05.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 63B - 9823 Tata Dumper	3	48
4	HP 63 3919 Mazda Tipper	2	8
<b>Total</b>		<b>7</b>	<b>88</b>

**Dated :- 14.05.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 63B - 9823 Tata Dumper	3	48
<b>Total</b>		<b>5</b>	<b>80</b>

**Dated :- 15.05.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	2	32
<b>Total</b>		<b>5</b>	<b>80</b>

**Dated :- 16.05.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	4	64
3	HP 63B - 9823 Tata Dumper	3	48
<b>Total</b>		<b>7</b>	<b>112</b>

**Dated :- 17.05.2022**

1	HP 63 5828 Man Dumper	2	22
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2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	3	48
<b>Total</b>		<b>8</b>	<b>118</b>
<b>Dated :- 18.05.2022</b>			
1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9827 Tata Dumper	4	64
3	HP 63B - 9823 Tata Dumper	4	64
<b>Total</b>		<b>10</b>	<b>150</b>
<b>Dated :- 19.05.2022</b>			
1	HP 63 5828 Man Dumper	1	11
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	4	64
<b>Total</b>		<b>8</b>	<b>123</b>
<b>Dated :- 20.05.2022</b>			
1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 63B - 9823 Tata Dumper	2	32
4	HP 63 3919 Mazda Tipper	1	4
<b>Total</b>		<b>5</b>	<b>68</b>
<b>Dated :- 21.05.2022</b>			
1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	5	80
3	HP 63B - 9823 Tata Dumper	6	96
4	HP 63 3919 Mazda Tipper	1	4
<b>Total</b>		<b>12</b>	<b>180</b>
<b>Dated :- 22.05.2022</b>			
1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	6	96
3	HP 63B - 9823 Tata Dumper	4	64
4	HP 63 3919 Mazda Tipper	0	0
5	HP 63 5491 AMW Dumper	5	55
<b>Total</b>		<b>15</b>	<b>215</b>
<b>Dated :- 23.05.2022</b>			
1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 63B - 9823 Tata Dumper	2	32
4	HP 63 3919 Mazda Tipper	1	4
5	HP 63 5491 AMW Dumper	3	33
<b>Total</b>		<b>8</b>	<b>101</b>
<b>Dated :- 24.05.2022</b>			
1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	5	80
3	HP 63B - 9823 Tata Dumper	5	80

4	HP 63 3919 Mazda Tipper	0	0
5	HP 63 5491 AMW Dumper	1	11
<b>Total</b>		<b>11</b>	<b>171</b>

**Dated :- 25.05.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	4	64
4	HP 63 3919 Mazda Tipper	1	4
5	HP 63 5491 AMW Dumper	0	0
<b>Total</b>		<b>8</b>	<b>116</b>

**Dated :- 26.05.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	4	64
4	HP 63 3919 Mazda Tipper	0	0
5	HP 63 5491 AMW Dumper	0	0
<b>Total</b>		<b>7</b>	<b>112</b>

**Dated :- 27.05.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 63B - 9823 Tata Dumper	3	48
4	HP 63 3919 Mazda Tipper	0	0
5	HP 63 5491 AMW Dumper	0	0
<b>Total</b>		<b>5</b>	<b>80</b>

**Dated :- 28.05.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	3	48
4	HP 63 3919 Mazda Tipper	1	4
5	HP 63 5491 AMW Dumper	0	0
<b>Total</b>		<b>7</b>	<b>100</b>

**Dated :- 29.05.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	3	48
4	HP 63 3919 Mazda Tipper	0	0
5	HP 63 5491 AMW Dumper	0	0
<b>Total</b>		<b>6</b>	<b>96</b>

**Dated :- 30.05.2022**

1	HP 63 5828 Man Dumper	1	11
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	2	32
4	HP 63 3919 Mazda Tipper	0	0

5	HP 63 5491 AMW Dumper	0	0
<b>Total</b>		<b>6</b>	<b>91</b>

**Dated :- 31.05.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	4	64
4	HP 63 3919 Mazda Tipper	1	4
<b>Total</b>		<b>8</b>	<b>116</b>
<b>Sub. Total (May 2022)</b>		<b>208</b>	<b>3050</b>

**Month- Jun 2022**

**Dated :- 01.06.2022**

S. No.	Vehicle Detail	No. of Rounds	Qty in CUM
1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	4	64
3	HP 63B - 9823 Tata Dumper	4	64
4	HP 63 3919 Mazda Tipper	3	12
5	HP 63 5491 AMW Dumper	0	0
<b>Total</b>		<b>14</b>	<b>173</b>

**Dated :- 02.06.2022**

1	HP 63 5828 Man Dumper	1	11
2	HP 63B - 9827 Tata Dumper	5	80
3	HP 63B - 9823 Tata Dumper	7	112
4	HP 63 3919 Mazda Tipper	0	0
5	HP 63 5491 AMW Dumper	0	0
<b>Total</b>		<b>13</b>	<b>203</b>

**Dated :- 03.06.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	7	112
3	HP 63B - 9823 Tata Dumper	7	112
4	HP 63 3919 Mazda Tipper	0	0
5	HP 63 5491 AMW Dumper	0	0
<b>Total</b>		<b>14</b>	<b>224</b>

**Dated :- 04.06.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	5	80
3	HP 63B - 9823 Tata Dumper	2	32
4	HP 63 3919 Mazda Tipper	0	0
5	HP 63 5491 AMW Dumper	0	0
<b>Total</b>		<b>7</b>	<b>112</b>

**Dated :- 05.06.2022**

1	HP 63 5828 Man Dumper	4	44
2	HP 63B - 9827 Tata Dumper	4	64
3	HP 63B - 9823 Tata Dumper	4	64

4	HP 63 3919 Mazda Tipper	0	0
5	HP 63 5491 AMW Dumper	0	0
<b>Total</b>		<b>12</b>	<b>172</b>
<b>Dated :- 06.06.2022</b>			
1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	5	80
3	HP 63B - 9823 Tata Dumper	5	80
4	HP 63 3919 Mazda Tipper	0	0
5	HP 63 5491 AMW Dumper	0	0
<b>Total</b>		<b>13</b>	<b>193</b>
<b>Dated :- 07.06.2022</b>			
1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	6	96
3	HP 63B - 9823 Tata Dumper	4	64
<b>Total</b>		<b>13</b>	<b>193</b>
<b>Dated :- 08.06.2022</b>			
1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	5	80
3	HP 63B - 9823 Tata Dumper	5	80
<b>Total</b>		<b>13</b>	<b>193</b>
<b>Dated :- 09.06.2022</b>			
1	HP 63 5828 Man Dumper	6	66
2	HP 63B - 9827 Tata Dumper	6	96
3	HP 63B - 9823 Tata Dumper	6	96
<b>Total</b>		<b>18</b>	<b>258</b>
<b>Dated :- 10.06.2022</b>			
1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9827 Tata Dumper	6	96
3	HP 63B - 9823 Tata Dumper	6	96
<b>Total</b>		<b>14</b>	<b>214</b>
<b>Dated :- 11.06.2022</b>			
1	HP 63 5828 Man Dumper	1	11
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 63B - 9823 Tata Dumper	2	32
<b>Total</b>		<b>5</b>	<b>75</b>
<b>Dated :- 12.06.2022</b>			
1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	3	48
<b>Total</b>		<b>8</b>	<b>118</b>
<b>Dated :- 13.06.2022</b>			
1	HP 63 5828 Man Dumper	4	44
2	HP 63B - 9827 Tata Dumper	6	96

	HP 63B - 9823 Tata Dumper	6	96
<b>Total</b>		<b>16</b>	<b>236</b>

**Dated :- 14.06.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	5	80
3	HP 63B - 9823 Tata Dumper	7	112
<b>Total</b>		<b>11</b>	<b>192</b>

**Dated :- 15.06.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	4	64
3	HP 63B - 9823 Tata Dumper	4	64
<b>Total</b>		<b>8</b>	<b>112</b>

**Dated :- 16.06.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	5	80
3	HP 63B - 9823 Tata Dumper	2	32
<b>Total</b>		<b>7</b>	<b>112</b>

**Dated :- 17.06.2022**

1	HP 63 5828 Man Dumper	4	44
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	3	48
<b>Total</b>		<b>10</b>	<b>140</b>

**Dated :- 18.06.2022**

1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	1	16
<b>Total</b>		<b>6</b>	<b>86</b>

**Dated :- 19.06.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	5	80
<b>Total</b>		<b>8</b>	<b>128</b>

**Dated :- 20.06.2022**

1	HP 63 5828 Man Dumper	1	11
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 63B - 9823 Tata Dumper	1	16
<b>Total</b>		<b>4</b>	<b>59</b>

**Dated :- 21.06.2022**

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	2	32
3	HP 63B - 9823 Tata Dumper	0	0
<b>Total</b>		<b>2</b>	<b>32</b>

**Dated :- 22.06.2022**

S. No  
Date

1	HP 63 5828 Man Dumper	0	0
2	HP 63B - 9827 Tata Dumper	3	48
3	HP 63B - 9823 Tata Dumper	0	0
<b>Total</b>		<b>3</b>	<b>48</b>

**Dated :- 23.06.2022**

1	HP 63 5828 Man Dumper	4	44
2	HP 63B - 9827 Tata Dumper	5	80
3	HP 63B - 9823 Tata Dumper	3	48
<b>Total</b>		<b>12</b>	<b>172</b>

**Dated :- 24.06.2022**

1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9827 Tata Dumper	4	64
3	HP 63B - 9823 Tata Dumper	2	32
<b>Total</b>		<b>8</b>	<b>118</b>

**Dated :- 25.06.2022**

1	HP 63 5828 Man Dumper	2	22
2	HP 63B - 9827 Tata Dumper	5	80
3	HP 63B - 9823 Tata Dumper	3	48
<b>Total</b>		<b>10</b>	<b>150</b>

**Dated :- 26.06.2022**

1	HP 63 5828 Man Dumper	3	33
2	HP 63B - 9827 Tata Dumper	4	64
3	HP 63B - 9823 Tata Dumper	1	16
<b>Total</b>		<b>8</b>	<b>113</b>

**Dated :- 27.06.2022**

1	HP63-9827 Tata Dumper	3	48
2	HP 63 9823 Tata Dumper	0	0
3	HP 63 5828 Man Dumper	2	22
<b>Total</b>		<b>5</b>	<b>70</b>

**Dated :- 28.06.2022**

1	HP63-9827 Tata Dumper	2	32
2	HP 63 9823 Tata Dumper	1	16
3	HP 63 5828 Man Dumper	1	11
<b>Total</b>		<b>4</b>	<b>59</b>

**Dated :- 29.06.2022**

1	HP63-9827 Tata Dumper	5	80
2	HP 63 9823 Tata Dumper	3	48
3	HP 63 5828 Man Dumper	3	33
<b>TOTAL</b>		<b>11</b>	<b>161</b>

**Dated :- 30.06.2022**

1	HP63-9827 Tata Dumper	4	64
2	HP 63 9823 Tata Dumper	1	16
3	HP 63 5828 Man Dumper	3	33

<b>TOTAL</b>		<b>8</b>	<b>113</b>
<b>Sub. Total (June 2022)</b>		<b>285</b>	<b>4068</b>
<b>Month- July 2022</b>			
<b>S. No.</b>	<b>Vehicle Detail</b>	<b>No. of Rounds</b>	<b>Qty in CUM</b>
<b>Dated :- 01.07.2022</b>			
1	HP 63 9827 Tata Dumper	4	64
2	HP 63 9823 Tata Dumper	1	16
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>5</b>	<b>80</b>
<b>Dated :- 02.07.2022</b>			
1	HP 63 9827 Tata Dumper	3	48
2	HP 63 9823 Tata Dumper	3	48
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>6</b>	<b>96</b>
<b>Dated :- 03.07.2022</b>			
1	HP 63 9827 Tata Dumper	4	64
2	HP 63 9823 Tata Dumper	5	80
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>9</b>	<b>144</b>
<b>Dated :- 04.07.2022</b>			
1	HP 63 9827 Tata Dumper	0	0
2	HP 63 9823 Tata Dumper	0	0
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>0</b>	<b>0</b>
<b>Dated :- 05.07.2022</b>			
1	HP 63 9827 Tata Dumper	2	32
2	HP 63 9823 Tata Dumper	2	32
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>4</b>	<b>64</b>
<b>Dated :- 06.07.2022</b>			
1	HP 63 9827 Tata Dumper	4	64
2	HP 63 9823 Tata Dumper	4	64
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>8</b>	<b>128</b>
<b>Dated :- 07.07.2022</b>			
1	HP 63 9827 Tata Dumper	3	48
2	HP 63 9823 Tata Dumper	3	48
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>6</b>	<b>96</b>
<b>Dated :- 08.07.2022</b>			
1	HP 63 9827 Tata Dumper	3	48
2	HP 63 9823 Tata Dumper	5	80
3	HP 63 5828 Man Dumper	0	0

<b>TOTAL</b>		<b>8</b>	<b>128</b>
<b>Dated :- 09.07.2022</b>			
1	HP 63 9827 Tata Dumper	1	16
2	HP 63 9823 Tata Dumper	0	0
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>1</b>	<b>16</b>
<b>Dated :- 10.07.2022</b>			
1	HP 63 9827 Tata Dumper	4	64
2	HP 63 9823 Tata Dumper	4	64
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>8</b>	<b>128</b>
<b>Dated :- 11.07.2022</b>			
1	HP 63 9827 Tata Dumper	6	96
2	HP 63 9823 Tata Dumper	3	48
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>9</b>	<b>144</b>
<b>Dated :- 12.07.2022</b>			
1	HP 63 9827 Tata Dumper	4	64
2	HP 63 9823 Tata Dumper	4	64
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>8</b>	<b>128</b>
<b>Dated :- 13.07.2022</b>			
1	HP 63 9827 Tata Dumper	4	64
2	HP 63 9823 Tata Dumper	4	64
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>8</b>	<b>128</b>
<b>Dated :- 14.07.2022</b>			
1	HP 63 9827 Tata Dumper	3	48
2	HP 63 9823 Tata Dumper	3	48
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>6</b>	<b>96</b>
<b>Dated :- 15.07.2022</b>			
1	HP 63 9827 Tata Dumper	2	32
2	HP 63 9823 Tata Dumper	1	16
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>3</b>	<b>48</b>
<b>Dated :- 16.07.2022</b>			
1	HP 63 9827 Tata Dumper	4	64
2	HP 63 9823 Tata Dumper	3	48
3	HP 63 5828 Man Dumper	0	0
<b>TOTAL</b>		<b>7</b>	<b>112</b>
<b>Dated :- 17.07.2022</b>			
1	HP 63 9827 Tata Dumper	5	80

2	HP 63 9823 Tata Dumper		
3	HP 63 5828 Man Dumper	5	80
<b>TOTAL</b>		0	0
<b>Dated :- 18.07.2022</b>		10	160
1	HP 63 9827 Tata Dumper		
2	HP 63 9823 Tata Dumper	2	32
<b>TOTAL</b>		2	32
<b>Dated :- 19.07.2022</b>		4	64
1	HP 63 9827 Tata Dumper		
2	HP 63 9823 Tata Dumper	1	16
<b>TOTAL</b>		4	64
<b>Dated :- 20.07.2022</b>		5	80
1	HP 63 9827 Tata Dumper		
2	HP 63 9823 Tata Dumper	0	0
<b>TOTAL</b>		4	64
<b>Dated :- 21.07.2022</b>		4	64
1	HP 63 9827 Tata Dumper		
2	HP 63 9823 Tata Dumper	3	48
<b>TOTAL</b>		3	48
<b>Dated :- 22.07.2022</b>		6	96
1	HP 63 9827 Tata Dumper		
2	HP 63 9823 Tata Dumper	5	80
<b>TOTAL</b>		6	96
<b>Dated :- 23.07.2022</b>		11	176
1	HP 63 9827 Tata Dumper		
2	HP 63 9823 Tata Dumper	2	32
<b>TOTAL</b>		1	16
<b>Dated :- 24.07.2022</b>		3	48
1	HP 63 9827 Tata Dumper		
2	HP 63 9823 Tata Dumper	2	32
3	HP 63 5828 Man Dumper	5	80
<b>TOTAL</b>		2	22
<b>Dated :- 25.07.2022</b>		9	134
1	HP 63 9827 Tata Dumper		
2	HP 63 9823 Tata Dumper	2	32
<b>TOTAL</b>		2	32
<b>Dated :- 26.07.2022</b>		4	64
1	HP 63 9827 Tata Dumper		
2	HP 63 9823 Tata Dumper	2	32
<b>TOTAL</b>		0	0
<b>Dated :- 27.07.2022</b>		2	32
1	HP 63 9827 Tata Dumper		
2	HP 63 9823 Tata Dumper	2	32
<b>TOTAL</b>		0	0

<b>TOTAL</b>		<b>2</b>	<b>32</b>
<b>Dated :- 28.07.2022</b>			
1	HP 63 9827 Tata Dumper	4	64
2	HP 63 9823 Tata Dumper	2	32
<b>TOTAL</b>		<b>6</b>	<b>96</b>
<b>Dated :- 29.07.2022</b>			
1	HP 63 9827 Tata Dumper	6	96
2	HP 63 9823 Tata Dumper	3	48
<b>TOTAL</b>		<b>9</b>	<b>144</b>
<b>Dated :- 30.07.2022</b>			
1	HP 63 9827 Tata Dumper	6	96
2	HP 63 9823 Tata Dumper	5	80
3	HP 63 5828 Man Dumper	1	11
<b>TOTAL</b>		<b>12</b>	<b>187</b>
<b>Dated :- 31.07.2022</b>			
1	HP 63 9827 Tata Dumper	5	80
2	HP 63 9823 Tata Dumper	4	64
<b>TOTAL</b>		<b>9</b>	<b>144</b>
<b>Sub. Total (July 2022)</b>		<b>192</b>	<b>3057</b>
<b>Grand Total</b>		<b>Total No. Rounds</b>	<b>Qty in CUM</b>
		<b>885</b>	<b>12714</b>

## Article 4

### Obligations of the Contractor

#### 4.1 Obligations of the Contractor

- (i) Subject to and on the terms and conditions of this Agreement, the Contractor shall undertake the survey, investigation, design, engineering, procurement, construction, and maintenance of the Project and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder. The Contractor shall, at his own cost and expenses, build and maintain temporary approach road leading to the tunnel portals, construction depot, camps, dumping area, etc., from the existing National / State Highway
- (ii) The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- (iii) Subject to the provisions of Clauses 4.1 (i) and 4.1 (ii), the Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- (iv) The Contractor shall remedy any and all loss, defects, or damage to the Project / Project Area from the Appointed Date until the end of the Construction Period at the Contractor's cost, save and except to the extent that any such loss, defect, or damage shall have arisen from any wilful default or neglect of the Authority.
- (v) The Contractor shall remedy any and all loss, defect or damage to the Project / Project Area during the Defects Liability Period at the Contractor's cost to the extent that such loss, defect or damage shall have arisen out of the reasons specified in Clause 17.3.
- (vi) The Contractor shall remedy any and all loss or damage to the Project / project Highway during the Maintenance Period at the Contractor's cost, including those stated in Clause 14.1 (ii), save and except to the extent that any such loss or damage shall have arisen on account of any wilful default or neglect of the Authority or on account of a Force Majeure Event.
- (vii) The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
  - (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits set forth in Schedule-F and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws.
  - (b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for Materials, methods, processes and systems used or incorporated into the Project;

- (c) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Sub-contractors in connection with the performance of its obligations under this Agreement;
  - (d) ensure and procure that its Sub-contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Contractor's obligations under this Agreement;
  - (e) not do or omit to do any act, deed or thing which may in any manner violate any provisions of this Agreement;
  - (f) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;
  - (g) ensure that the Contractor and its Sub-contractors comply with the safety and welfare measures for labour in accordance with the Applicable Laws and Good Industry Practice;
  - (h) keep, on Site, a copy of this Agreement, publications named in this Agreement, the Drawings, Documents relating to the Project, and Change of Scope orders and other communications given under this Agreement. The PMC and its authorised personnel shall have the right of access to all these documents at all reasonable times;
  - (i) cooperate with other contractors employed by the Authority and personnel of any public authority; and
  - (j) not interfere unnecessarily or improperly with the convenience of the public, or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Authority or of others.
- (viii) The Contractor shall undertake all necessary superintendence to plan, arrange, direct, manage, inspect and test the Works. The Contractor shall provide all necessary superintendence of the Works for the proper fulfilling of the Contractor's obligations under the Agreement. Such superintendence shall be given by competent person having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works.
- (ix) The Contractor shall obtain and maintain a project related bank account operational at site where all transactions related to the payment of work will be done. The Contractor shall submit a monthly account statement and a detailed report on utilization of funds transferred to this project related bank account to Project Management Consultants (PMC). Notwithstanding anything contrary to this agreement, the authority, in the interest and to ensure timely completion of the work, reserves the right to audit such bank accounts to ensure that there is no diversion of funds from this project specific account to any other project being implemented by the Contractor.
- (x) The Contractor shall provide the documents of the Contractor specified in the Agreement, and all Contractors' personnel; Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for the

execution, completion of Works and remedying defects.

- (xi) The Contractor shall perform the Works in conformity with the Project requirements and other requirements and standards prescribed under or pursuant to the Agreement.
- (xii) The Contractor shall carry out such work incidental and contingent to the original Scope of the Project to comply with Good Industry Practices.
- (xiii) The Contractor shall maintain required staff and necessary Contractor's equipment and materials within the reach of the Site during the Defects Liability Period so that any defects arising are promptly attended.
- (xiv) The Contractor is required to submit the authenticated documents regarding the payment of Royalties to the respective Government Authorities on a Quarterly Basis; failing which such amounts shall be deducted from the Interim Payment Certificates. The Contractor shall have to submit the No Dues Certificates from the respective Authorities, prior to issuance of Completion Certificate.

#### **4.2 Obligations relating to sub-contracts and any other agreements**

- (i) The Contractor, whether Joint Venture or sole, shall not sub-contract any Works in more than **49% (forty nine per cent)** of the Contract Price and shall carry out Works directly under its own supervision and through its own personnel and equipment in **at least 51% (fifty one per cent)** of the Contract Price. Further, in case the Contractor is a Joint Venture, then the Lead Member shall carry out Works directly through its own resources (men, material and machines etc.) in **at least 51% (fifty one per cent)** of total length of the Project. Provided, however, that in respect of the Works carried out directly by the Contractor, it may enter into contracts for the supply and installation of Materials, Plant, equipment, road furniture, safety devices and labour, as the case may be, for such Works.
- (ii) In the event any sub-contract for Works, or the aggregate of such sub-contracts with any Sub-contractor, exceeds 5% (five percent) of the Contract Price, the Contractor shall communicate the name and particulars, including the relevant experience of the Sub-contractor, to the Authority prior to entering into any such sub-contract. The Authority shall examine the particulars of the Sub-contractor from the national security and public interest perspective and may require the Contractor, no later than 15 (fifteen) business days from the date of receiving the communication from the Contractor, not to proceed with the sub-contract, and the Contractor shall comply therewith.
- (iii) In the event any sub-contract referred to in Clause 4.2 (ii) relates to a Sub-contractor who has, over the preceding 3 (three) years, not undertaken at least one work of a similar nature with a contract value exceeding 40% (forty per cent) of the value of the sub-contract to be awarded hereunder, and received payments in respect thereof for an amount equal to at least such 40% (forty per cent), the Authority may, no later than 15 (fifteen) business days from the date of receiving the communication from the

Contractor, require the Contractor not to proceed with such sub-contract, and the Contractor shall comply therewith without delay or demur.

- (iv) It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the agreements with its Sub-contractors or any other agreement that may be entered into by the Contractor, and no default under any such agreement shall excuse the Contractor from its obligations or liability under this Agreement. However, in case of non-compliance of the Contractor towards his obligations for payments to the approved Sub-contractor(s), which is likely to affect the progress of works, the authority reserves the right to intervene and direct the Contractor to release such outstanding payments to approved Sub-contractor(s) out of the payments due for the completed Works in the interest of work.
- (v) In the case of sub-contracts for electrical and mechanical works, which the Contractor intends to procure on the basis of design, design briefs and specification, the Contractor shall, prior to inviting tenders from sub-contractors, submit such documents to the PMC for review.
- (vi) Notwithstanding any consent to sub-contract given by the PMC, if in his opinion it is consider necessary, the PMC shall have full authority to order the removal of any sub-contractor from the Site or off-Site place of manufacture or storage.

#### **4.3 Employment of foreign nationals**

The Contractor acknowledges, agrees and undertakes that employment of foreign personnel by the Contractor and/or its Sub-contractors and their sub- contractors shall be subject to grant of requisite regulatory permits and approvals including employment/ residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall always rest with the Contractor. Notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Contractor or any of its Sub- contractors or their sub-contractors shall not constitute a Force Majeure Event, and shall not in any manner excuse the Contractor from the performance and discharge it of its obligations and liabilities under this Agreement, and the Contractor's liabilities hereunder shall remain unaffected by such failure, refusal or inability.

#### **4.4 Contractor's personnel**

- (i) The Contractor shall ensure that the personnel engaged by it or by its Sub- contractors in the performance of its obligations under this Agreement are at all times appropriately and adequately qualified, skilled and experienced in their respective functions in conformity with Good Industry Practice. The Contractor will try to hire at least 10% (ten percent) trained workmen as per the National Skills Qualifications Framework. If necessary, the requisite workmen may be got trained by the Contractor at his cost through authorized training centres of the Directorate General of Training (DGT). The Contractor will organize training at project site/ sites for the trainees as and when required as per the training schedule finalized in consultation with the training centres. The trainees shall be paid stipend by the Contractor (subject to a maximum of Rs. 15,000/- per person) on the basis of minimum wages to compensate for loss of income during the training period.

☒ Original☐ Duplicate☐ Triplicate

9816559331

pradeep1000@gmail.com

Village Badmal, P.O. - Durgapur,  
Tensil Street, Distt Shimla - HP  
171007**PRADEEP VERMA**

GSTIN: 02ABHCS6340L1Z9

State: 02-Himachal Pradesh

**GST INVOICE**

Bill To:

**SAI ETERNAL FOUNDATION**

SAI BHAWAN 00 SECTOR 4 Kasumpti

Contact No.: 9816213399

GSTIN Number: 02ABHCS6340L1Z9

State: 02-Himachal Pradesh

Invoice No.:

PKV/22-23-13

Place of Supply:

02-Himachal Pradesh

Date:

30/04/2022

Item name	HSN/ SAC	Quantity	Unit	Price/ Unit	Taxable amount	GST	Amount
1. Muck Dumping Charge in Private Land		21	TRIP	₹ 250.00	₹ 5,250.00	₹ 0.00 (Exmp.)	₹ 5,250.00
2. Muck Dumping Charge in Private Land		73	TRIP	₹ 500.00	₹ 36,500.00	₹ 0.00 (Exmp.)	₹ 36,500.00
3. Muck Dumping Charge in Private Land		105	TRIP	₹ 700.00	₹ 73,500.00	₹ 0.00 (Exmp.)	₹ 73,500.00
4. Hire charge of job		2.5	hours	₹ 1,000.00	₹ 2,500.00	₹ 450.00 (18%)	₹ 2,950.00

Pay To-

Bank Name: PUNJAB AND SIND BANK, SANJALI, SIMLA, SIMLA

Bank Account No.: 02091300001025

Bank IFSC code: PSIB0000209

Account Holder Name: PRADEEP VERMA

Invoice Amount In Words

One Lakh Eighteen Thousand Two Hundred Rupees only

Sub Total	₹ 1,17,750.00
SGST@9%	₹ 225.00
CGST@9%	₹ 225.00
Exempted@0%	₹ 0.00
Total	₹ 1,18,200.00
Payment Mode	Credit

**Terms And Conditions**

Thanks for doing business with us!

1. All disputes are subject to Shimla Jurisdiction.

2. All payments should be made through Cheque/Cash

3. Goods once sold will not be taken back or exchanged

4. Interest @ 24% p.a. will be charged if payment is not made within 15 days

For, PRADEEP VERMA

**PRADEEP VERMA**  
Govt. Contractor & Builder  
Vill. Badmal, P.O. Durgapur  
The. Sunni, Distt. Shimla, H.P.

MB No - 03  
Page No - 14  
[Signature]

Passed For Rs. 1,18,200 = 100  
One Lakh eighteen thousand two hundred only

PS  
13/05/22

☒ Original

☐ Duplicate

☐ Triplicate

**PRADEEP VERMA**

GSTIN: 02ABHCS6340L1Z9  
State: 02-Himachal Pradesh

## GST INVOICE

Invoice No.:

PKV/22-23-30

Place of Supply:

02-Himachal Pradesh

Date:

31/05/2022

Bill To:

**SAI ETERNAL FOUNDATION**

SAI BHAWAN 00 SECTOR 4 Kasumpti

Contact No.: 9816213399

GSTIN Number: 02ABHCS6340L1Z9

State: 02-Himachal Pradesh

Sl. No.	Description	Quantity	Unit	Rate	Amount	Taxable Amount	GST	Total Amount
1	Muck Dumping Charge in Private Land	178	TRIP	₹ 700.00	₹ 1,24,600.00	₹ 0.00 (Exmp.)		₹ 1,24,600.00
2	Muck Dumping Charge in Private Land	21	TRIP	₹ 500.00	₹ 10,500.00	₹ 0.00 (Exmp.)		₹ 10,500.00
3	Muck Dumping Charge in Private Land	9	TRIP	₹ 250.00	₹ 2,250.00	₹ 0.00 (Exmp.)		₹ 2,250.00
4	HIRING OF JCB	9	hours	₹ 1,000.00	₹ 9,000.00	₹ 1,620.00 (18%)		₹ 10,620.00

Sub Total ₹ 1,46,350.00  
SGST@9% ₹ 810.00  
CGST@9% ₹ 810.00  
Exempted@0% ₹ 0.00

Payment Mode

Credit

Bank Name: PUNJAB AND SIND BANK, SANJAUULI, SIMLA, SIMLA

Bank Account No.: 02091300001025

Bank IFSC code: PSB0000209

Account Holder Name: PRADEEP VERMA

Invoice Amount in Words

One Lakh Forty Seven Thousand Nine Hundred Seventy Rupees only

Terms And Conditions

Thanks for doing business with us!

1. All disputes are subject to Shimla Jurisdiction.
2. All payments should be made through Cheque/Cash
3. Goods once sold will not be taken back or exchanged
4. Interest @ 24% p.a will be charged if payment is not made within 15 days

For, PRADEEP VERMA

**PRADEEP VERMA**

Govt. Contractor & Bulic.

Vm. Balniala, Durgapuri

The Sunni, Distt. Shimla, H.P.

Passed For Rs. 1,47,970/-  
One Lakh forty seven thousand nine  
hundred seventy only

Verified for Rs. 147970/-  
one lakh forty seven  
thousand nine hundred  
seventy only

Passed for Rs. 147970/-  
Rupees one Lakh  
forty seven thousand  
nine hundred  
seventy only

Enter MS No - 32  
Page No - 5, 6  
[Signature]

☒ Original☐ Duplicate☐ Triplicate

PRADEEP VERMA

GSTIN No. 02ABHCS6340L1Z9  
State: Himachal Pradesh

## GST INVOICE

Bill To:

SAI ETERNAL FOUNDATION

SAI BHAWAN 00 SECTOR 4 Kasumpti

Contact No.: 9816213399

GSTIN Number: 02ABHCS6340L1Z9

State: 02-Himachal Pradesh

Invoice No.:

PKV/22-23-38

Place of Supply:

02-Himachal Pradesh

Date:

30/06/2022

Item Name	Qty/Bag	Quantity	Unit	Price/Unit	Amount
1. Muck Dumping Charge In Private Land, small veh		3	TRIP	₹ 250.00	₹ 750.00
2. Muck Dumping Charge in Private Land, Medium veh.		59	TRIP	₹ 500.00	₹ 29,500.00
3. Muck Dumping Charge in Private Land, Heavy Veh		224	TRIP	₹ 700.00	₹ 1,56,800.00

Sub Total ₹ 1,87,050.00

Total ₹ 1,87,050.00

Payment Mode Credit

Pay To:

Bank Name: PUNJAB AND SIND BANK, SANJAU, SIMLA, SIMLA

Bank Account No.: 02091300001025

Bank IFSC code: PSIB0000209

Account Holder Name: PRADEEP VERMA

Invoice Amount In Words

One Lakh Eighty Seven Thousand Fifty Rupees only

Terms And Conditions

Thanks for doing business with us!

1. All disputes are subject to Shimla Jurisdiction.

2. All payments should be made through Cheque/Cash

3. Goods once sold will not be taken back or exchanged

4. Interest @ 24% pa will be charged if payment is not made within 15 days

For, PRADEEP VERMA

PRADEEP VERMA

Goutham Road, Bullock,  
VIII, Badmain, P.O. Durgapur  
The Sunni, Distt. Shimla, H.P.

M.B.No.- 32

Page No.- 8

Entry No.- 1

Verified for Rs. 1,87,050/-

One lakh eighty seven thousand - fifty only.

Passed for Rs. 1,87,050/-

One lakh eighty seven thousand - fifty only.

Deer  
Storekeeper

☒ Original

☐ Duplicate

☐ Triplicate

**PRADEEP VERMA**

GSTIN: Q2ACAP0852B128

SAI 02-Himachal Pradesh

## GST INVOICE

Bill To:

**SAI ETERNAL FOUNDATION**

SAI BHAWAN 00 SECTOR 4 Kasumpti

Contact No.: 9816213399

GSTIN Number: 02ABHCS6340L1Z9

State: 02-Himachal Pradesh

Transportation Details:

Vehicle Number:

HP52AB631

Invoice No.:

PKV/22-23-39

Place of Supply:

02-Himachal Pradesh

Date:

30/06/2022

Item Name	HSN/SAC	Quantity	Unit	Price/Unit	Taxable Amount	Amount
HIRING OF JCB For Dumping Site at Badmain		23	hours	₹ 1,000.00	₹ 23,000.00	₹ 4,140.00 (18%)

Pay To:

Bank Name: PUNJAB AND SIND BANK, SANJALI, SIMLA, SIMLA

Bank Account No.: 02091300001025

Bank IFSC code: PSIB0000209

Account Holder Name: PRADEEP VERMA

Invoice Amount in Words

Twenty Seven Thousand One Hundred Forty Rupees only

Terms And Conditions

Thanks for doing business with us!

1. All disputes are subject to Shimla Jurisdiction.

2. All payments should be made through Cheque/Cash

3. Goods once sold will not be taken back or exchanged

4. Interest @ 24% p.a will be charged if payment is not made within 15 days

For, PRADEEP VERMA

**PRADEEP VERMA**

Govt Contractor & Build.

Village Badmain, P.O. Durgapur

The Sunni, Distt. Shimla, H.P.

Sub Total	₹ 23,000.00
SGST@9%	₹ 2,070.00
CGST@9%	₹ 2,070.00
Total	₹ 27,140.00
Payment Mode	Credit

M.B. No.- 32

Page No.- 8

Entry No.- 2

*akash*  
storekeeper

Passed for Rs. 27,140/-  
Twenty seven thousand  
one hundred forty only

Verified for Rs. 27,140/-  
Twenty seven thousand one hundred  
forty only

☒ Original

☐ Duplicate

☐ Triplicate

**PRADEEP VERMA**

GSTIN: 02CAPV08528128  
State: 02-Himachal Pradesh

## GST INVOICE

Invoice No:

PKV/22-23-49

Place of Supply:

02-Himachal Pradesh

Date:

01/08/2022

Bill To:

**SAI ETHERAL FOUNDATION**

SAI BHAWAN 00 SECTOR 4 Kasumpti

Conts. No: 9816213399

GSTIN Number: 02ABHCS6340L129

State: 02-Himachal Pradesh

Sl. No.	Item Name	HSN SAC	Quantity	Unit	Price/Unit	Amount
1	Muck Dumping Charge in Private Land. Heavy Veh		190	TRIP	₹ 700.00	₹ 1,33,000.00
2	Muck Dumping Charge in Private Land. Medium veh.		3	TRIP	₹ 500.00	₹ 1,500.00
Sub Total						₹ 1,34,500.00
Total						₹ 1,34,500.00

Bank Name: PUNJAB AND SIND BANK, SANJOLI, SIMLA, SIMLA

Bank Account No: 0000000000000000

Bank IFSC code: PUNB0000000

Account Holder Name: PRADEEP VERMA

Payment Mode

Credit

Terms for doing business with us:

1. All payments are subject to 10% advance payment.
2. All payments should be made by cash or by bank transfer.
3. Goods once sold will not be taken back or exchanged.
4. Interest @ 2% p.a. will be charged if payment is not made within 15 days.

For PRADEEP VERMA

**PRADEEP VERMA**

Govt Contractor & Builder

Ambedkar Road, Durgapur

The Summit, Distt Shimla, H.P.

*134500/-*  
*One lakh thirty four thousand five hundred only*

*134500/-*  
*Passed For Rs. 1,34,500/-*  
*One lakh thirty four thousand five hundred only*

Enter MBNO → 03  
Page No → 05  
*[Signature]*

*De*  
*16/8/22*

☐ Triplicate

State: 02 - Himachal Pradesh

## Transportation Date:

HP52A8631

State: 02-Himachal Pradesh

01/08/2022

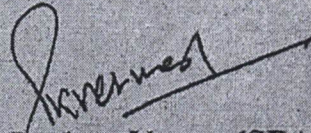
11/18/72



& "Design, Build, and Operate (DBO) Contract of Bulk water to Shimla form River Sutlej" being executed by LCC-SAI-KSIPL (JV).

2. I hereby undertake that the owner shall be responsible in case of any damage to Private property, water resource and trees due to dumping on above mentioned land.
3. That if any shareholder creates obstruction on the said land, then I will be responsible for its redresses.
4. That the above statements are true and best to my knowledge and belief and nothing has been concealed.

Deponent



Sh. Pradeep Verma (SPA Holder)  
S/o Sh. Neem Chand  
R/o Badmain Post Office- Durgapur  
Tehsil- Sunni District Shimla H.P.

*Pradeep Verma*  
Identified by me  
816769888215

and read before me on this day of...

the 21st day of April, 2022

at Shimla, the district of...

by me, Pradeep Verma

Identified by me, Pradeep Verma

who is personally known to me the

Deponent and the contents of the

affidavit are true and correct

and the Deponent who

has made the affidavit is

conscious of the contents of the

affidavit and has signed the

same in the presence of me

and the contents of the

affidavit are true and correct

and the Deponent who

has made the affidavit is

conscious of the contents of the

affidavit and has signed the

same in the presence of me

and the contents of the

affidavit are true and correct

21/4/22



हिमाचल प्रदेश HIMACHAL PRADESH

D 187430

मुखतारनामा खास

रसूम अस्टाम्प मु० १००/-रुपये

यह मुखतारनामा खास आज दिनांक 01 दिसम्बर, 2021 को बमुकाम सुन्नी में श्री नारायण सिंह पुत्र जिया लाल व श्री प्रेम सिंह, ईश्वर सिंह, जय प्रकाश, कृष्ण चन्द पुत्रगण भीम लाल व गोपाल सिंह पुत्र धर्म सिंह उमर क्रमशः 68, 63, 55, 49, 43, 37 वर्ष निवासियान ग्राम जैलीधार डा० घेणी तहसील सुन्नी जिला शिमला हिमाचल प्रदेश। जिसको इस विलेख में इसके उपरान्त मुखतारकर्ता कहा गया है।

व

श्री प्रदीप वर्मा उमर 45 वर्ष पुत्र नीम चन्द निवासी ग्राम बडमैण तहसील सुन्नी जिला शिमला हिमाचल प्रदेश। जिसको इस विलेख में इसके उपरान्त मुखतार खास कहा गया है, के पक्ष में लिखा गया है। प्रमाणित करता है।

Signature

Signature

Signature

Signature

Signature

गोपाल सिंह

Signature

Signature

Signature

Executive Magistrate  
Sunni, Distt. Shimla



हिमाचल प्रदेश HIMACHAL PRADESH

D 187429

यह कि हम इस मुख्तार नामा खास के माध्यम से पाबन्द होकर लिखवा देते है कि भूमि खसरा नं० 343 रक्वा तादादी 00-40-44 है० स्थित ग्राम मौजा ऐवग तहसील सुन्नी जिला शिमला हिमाचल प्रदेश में भूमि के भागीदार स्वामी कब्जाधारी दर्ज कागजात माल है।

यह कि हम अपने हिस्से की उपरोक्त भूमि की देखभाल व उपरोक्त भूमि में अन्य भूमि संबंधी कार्यवाही करने में असमर्थ है। अतएव हम अपनी ओर से अपने नाम पर श्री प्रदीप वर्मा पुत्र श्री नीम चन्द निवासी ग्राम बंडमैण तहसील सुन्नी जिला शिमला हिमाचल प्रदेश को अपना मुख्तार खास नियुक्त करके अधिकार देते है कि वह उपरोक्त मौजा में हमारे हिस्से की भूमि पर मिट्टी, डंपिंग, अस्थायी तौर पर कैशर की ईकाई स्थापित करे या किसी और कम्पनी के साथ

ईकाई नामा करे तथा जो भी हमारे हिस्से की भूमि से सम्बन्धित राशि देय होगी वह हमारे नाम पर एक अथवा नगद प्राप्त करे व उसकी रसीद दे तथा जंहा हमारे हस्ताक्षर की आवश्यकता हो वहा हमारे नाम पर अपने हस्ताक्षर से वह समस्त कार्य करे जिसको करने का हमें अधिकार

*Rahul*

*[Signature]*

*[Signature]*

गोपाल सिंह

*[Signature]*

Executive Magistrate  
Sunni, Distt. Shimla

*[Signature]*

# राजस्व विभाग, हिमाचल प्रदेश - नकल जमाबन्दी

रसीद संख्या : 2022587

शिमला

तहसील : सुत्री

कानूनगो बृत : सुत्री

पटवार बृत : पैणी

नं. : 144

मोहाल : एवंग

साल : 2016-2017

रकबा ईकाई : है-आ-सै

नं. (हाल/साबका) : 19/11

सी या तरफ मय नाम नम्बरदार : बशरहा खेवट न. (1)

मा व शरह मुआमला व हबूब : 11.55 माल 7.00 स्वाई 4.55

मलिक व एहवाल : कुल भाग (60) गोपालसिंह पुत्र धर्मसिंह पुत्र बालकराम (10) भाग प्रेम सिंह, ईश्वर सिंह, कृष्ण चन्द, जय प्रकाश पुत्र भीषमलाल पुत्र किशनदास भाग बराबर (5) भाग स्थानिय वासी नरायणा लाल पुत्र किशनदास (5) भाग श्रीमति प्रेमा पुत्री हिमा पुत्र हरीराम (10) भाग निवासी महाल जैलीधार तुलाराम, पारशराम पुत्र केवलराम पुत्र सिख भाग बराबर (10) भाग बालानन्द, दियानचन्द पुत्र व श्रीमति रं राबर (6) भाग पुत्री व निवासी महाल चिमड़ा तहसील कुमारसैन श्रीमति केसवू, श्रीमति सेवती भाग बराबर (2) भाग विधवाएँ देवसहाई पुत्र सिख निवासी महाल जैलीधार हिरूराम पुत्र सिख पुत्र नरपत (10) भाग लाल पुत्र हेतराम पुत्र नामालुम (2) भाग निवासी महाल चिमड़ा तहसील कुमारसैन

नी नं.	नाम काश्तकार व एहवाल	नाम चाह नाम खसरा हाल रकबा हर खेत व मिजान मय व दीगर वसायल आबपाशी	हिससा या पैमाना हकीयत व कैफियत
.....	नाम जो मुजारा अदा करता है व तफसील व तादाद	किस्म अराजी मीट्रिक इकाईयों में	तरीका बाछ

मेन	कब्जा स्वयं गोपालसिंह हिस्सादार	343 धार	00-40-44 घासनी	कब्जा व पड़ता बशरह खेवट न.(1)	न.ई. कि.ई. 286 त्यागपत्र 381 वरास्त नोट-ई. न. 381 बरास्त वर से श्रीमती प्रेमा मालिका मूत्का बहक गोपाल सिंह पु सिंह के नाम दर्ज कर मिति 03-2020 को मन्जूर है।
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No. 3116694

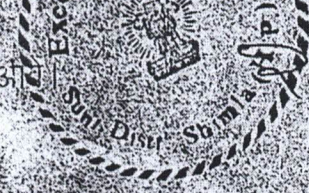





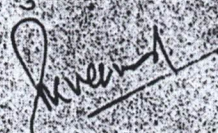
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# Himachal Government Judicial Paper

प्राप्त है। जिसमें हमारा कोई भी उजर व एतराज समायत न होगा। मुख्तार खास द्वारा किया गया कार्य हमारे सम्मान स्वीकार व अंगीकार होगा।

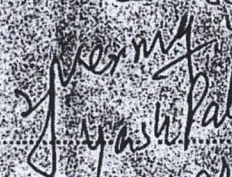
अतः हम उपरोक्त मुख्तारकर्ता ने यह मुख्तारनामा खास रुबरु गवाहन निम्न के अपने स्वस्थ चित्त


स्थिर वृत्ति पक्ष क्रियाओं की ठीक अवस्था में बिना किसी दबाव के प्रसन्नता से पढ़कर सुन व समझकर सही तस्लीम करके अपने निम्न हस्ताक्षर कर दिए कि प्रमाण रहे। समय पर काम

अति       गोपल सिंह  
हो/मुख्तारकर्ता  


साक्षीगण-

1.   
Ashok Kumar

2.   
Jyoti Pal s/o Khemchand  
Vill. Jobar P.O. Sargahat

Identified By   
Duran Singh Thakur Namberdar  
Cantonment, Shimla  
Sunni Distt. Shimla

Executive Magistrate  
Sunni Distt. Shimla

शिमला

नं.:

144

तहसील: सुत्री

मोहाल: एवग

कानूनगो वृत्त: सुत्री

साल: 2016-2017

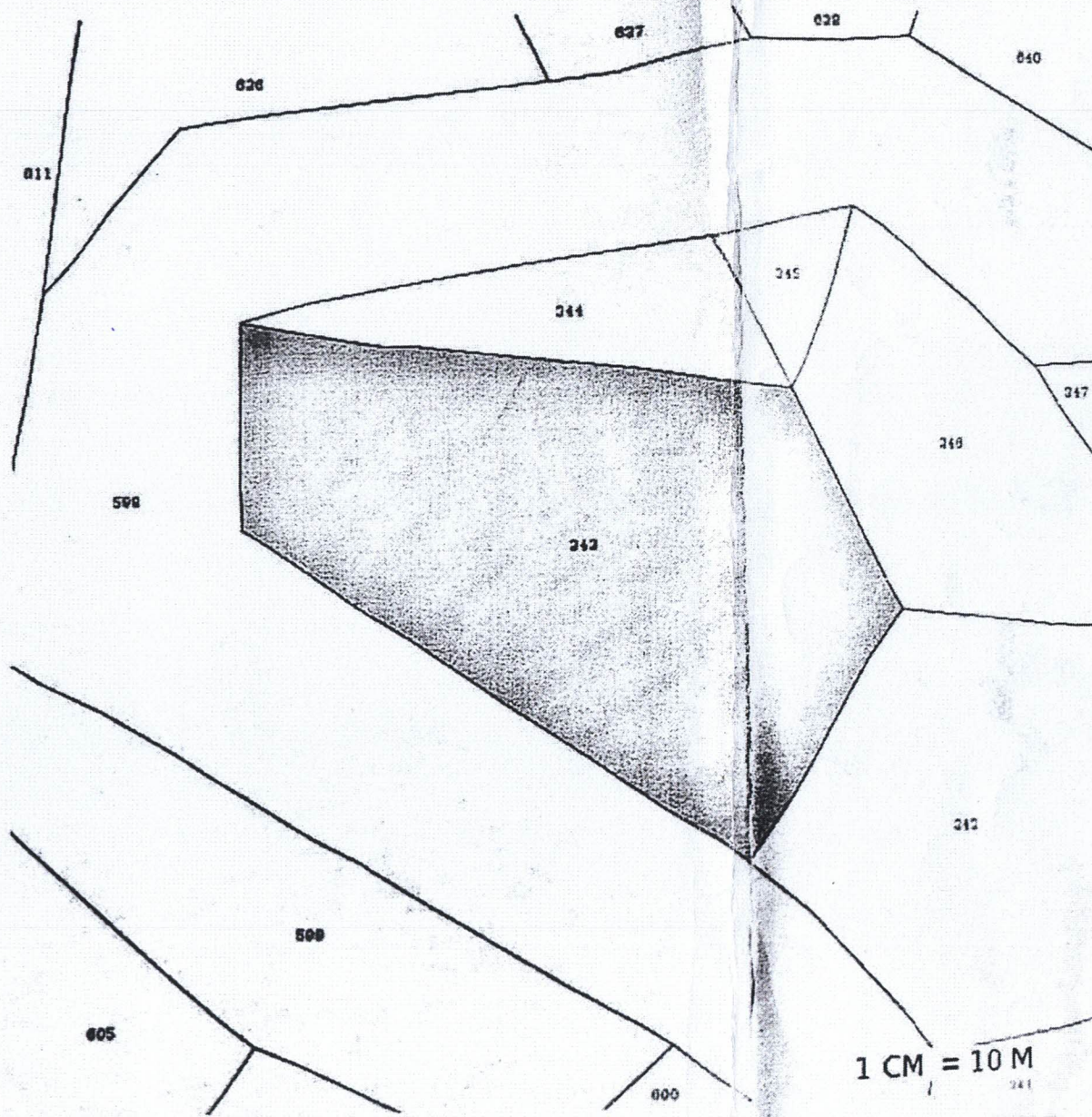
पटवार वृत्त: घैणी

रकबा ईकाई: है-आ-सै

खेट नं 19 के मालिक: गोपालसिंह पुत्र धर्मसिंह पुत्र बालकराम (10) भाग प्रेम सिंह, ईश्वर सिंह, कृष्ण चन्द, जय प्रकाश पुत्र भीषमलाल पुत्र किशनदास भाग बरामर (5) भाग स्थानिय वासी नरायणसिंह पुत्र जियालाल पुत्र किशनदास (5) भाग श्रीमति प्रेमा पुत्री हिमा पुत्र हरीराम (10) भाग न ... आदि

खेतफल: 00-40-44 है-आ-सै

खेट नं.	खतौनी नं.	खसरा नं.
19	23	343 ✓
11	12	345
168	226	598
20	30	344
74	98	346





# H.P. STATE POLLUTION CONTROL BOARD

Regional Office, Him Parivesh, Phase-III,  
New Shimla (H.P.) - 171009



No. PCB/ROS/OA No. 685/2022/22- 1576

Dated: 03/12/2022

To

M/s Sai Construction,  
Sai Bhawan, Sector-IV, New Shimla, 171009, HP

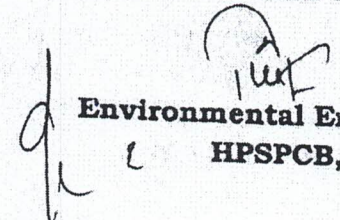
**Subject:-** Hon'ble NGT's order dated 31.10.2022, passed in OA No. 685/2022, titled as Narayan Singh vs. State of HP pending therein.

This is in continuation to this office letter No. 1125-26 dated 02-09-2022 vide which you were directed to dispose of the debris generated from construction of Dhalli Tunnel in scientific manner by providing proper retaining structure as per C&D Waste Rules, 2016 and HP C&D Waste Policy.

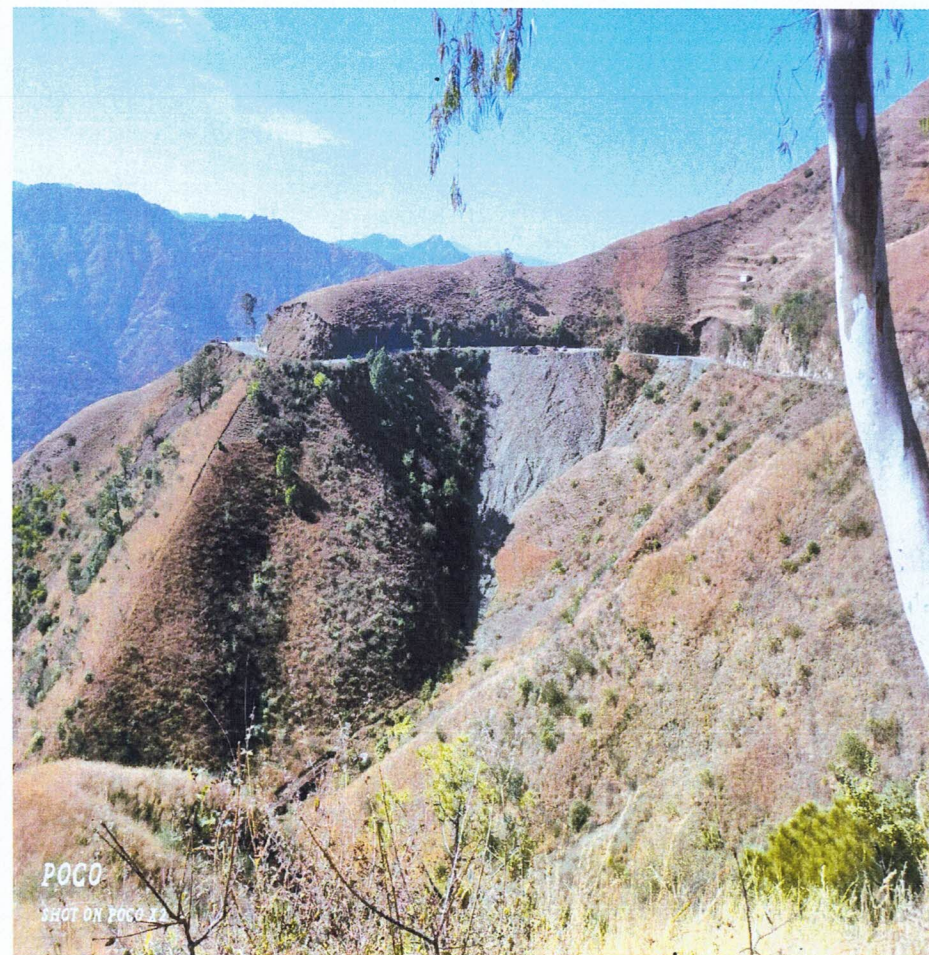
In this context, a joint committee of Forest Department & State PCB constituted by Hon'ble NGT vide order dated 31.10.2022, passed in OA NO. 685/2022 titled as Narayan Singh vs. State Of HP visited the muck dumping site at Mohal Bhdech, Durgapur and Mohal Evag, Devidhar, Sunni on 21.11.2022. It was observed during the inspection that although retaining structure have been provided at the dumping sites in Mohal Evag near Devidhar, Sunni, however same are inadequate & height of crate walls needs to be raised to prevent debris flowing over the crate walls.

Therefore, you are hereby directed to raise the height of crate walls at the dumping site and ensure that C&D waste is disposed in scientific manner by providing proper retaining structure as per C&D Waste Rules, 2016 and HP C&D Waste Policy. Action taken report in this matter shall reach the office of the undersigned within 7 days positively.

Yours faithfully

  
Environmental Engineer,  
HPSPCB, Shimla

## Dumping Site



## Dumping Site



## Dumping Site



**IN THE COURT OF CIVIL JUDGE COURT NO (6), SHIMLA, H.P.**

**In Case: Case file No- Suit for Propn. Int / 168/2022**

**CMA NO.1632/2022**

- 1) Som Prakash S/o Late Bhiku Ram R/o village Panehal, P.O. Durgapur, Tehsil Sunni, Distt. Shimla, H.P.
- 2) Khemavari D/o Late Narender R/o Village Panehal, P.O. Durgapur, Tehsil Sunni, Distt. Shimla, H.P.
- 3) Lalit S/o Late Narender R/o Village Panehal, P.O. Durgapur, Tehsil Sunni, Distt. Shimla, H.P.
- 4) Vidya W/o Late Narender R/o Village Panehal, P.O. Durgapur, Tehsil Sunni, Distt. Shimla, H.P.

**Versus**

**.....Applicant/Plaintiff**

1) Pradeep Verma - S/o Neem Chand Verma R/o Badmain, P.O. Durgapur, Tehsil Sunni, Distt. Shimla, H.P.

2) Sai Internal Foundation ( Earlier Sai Engineering Foundation) through its director Sh. Raj Kumar Verma etc. R/o Sai Bhasan Sector 4 New Shimla Teh and Distt Shimla -09 H.P.

3) Hotel Auramah Valley through its Prop/Chairman Mr. Manav singh R/o village Tikkar Naldehra P.O. Durgapur Tehsil and Distt Shimla H.P.

**.....Respondent's /Defendant's**

**Application U/ Order 39 rule 1 and 2 C.P.C.**

UPON MOTION MADE UNTO THIS Court by Sh. Pradeep Kumar Verma Ld. Advocate, counsel for the Applicant and after going through the documents filed on record, a prima-facie case is made out.

The Respondents are hereby restrained from carrying out any illegal dumping of construction material/ soil/ debris/ stone/ bricks/ malwa upon the suit land comprised in Khasra No. 347, Mohal Ayog Tehsil Sunni District Shimla H.P. and also non applicant /defendant No. 1 is restrained from encroaching and raising any construction by constructing check Dam upon Khasra No. 347 of the applicants situated at Mohal Ayog Tehsil Sunni District Shimla H.P. through themselves or their servants, labourers assignees, contractors etc. in any manner whatsoever till the final disposal of the suit.

The Respondents are further directed to show cause why this order shall not be made absolute against them, till the final disposal of the main suit; on 13.09.2022.

Given under my hand and seal of this court on this 12<sup>th</sup> day of



Encl. Copy of Application.

Civil Judge Court No. (6), Shimla, H.P.

Legal Cell  
for n.c.pl  
②

**IN THE COURT OF LD.CIVIL JUDGE (SENIOR DIVISION)  
SHIMLA AT SHIMLA.**

**In the matter of:**

**CMA No. ....../2022**

**Sh. Som Prakash & others**

**.....Applicants**

**Versus**

**Shri Pradeep Verma & others**

**.....Non-Applicants**

**Application under Order 39 Rule 1 and 2 read with section 151 of  
Code of Civil Procedure on the behalf of the plaintiffs/ applicants.**

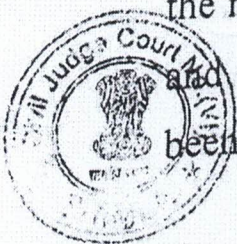
**Respectfully Sheweth;**

1. That the plaintiffs/ applicants have filed a civil suit for permanent prohibitory injunction and mandatory injunction against the defendants/non-applicants. The contents of the suit may also be read as part and parcel of the present application as same are not being repeated for the sake of brevity.
2. That recently the non-applicant/defendant no. 1 being as a contractor has been authorised the non-applicant/defendant no. 2 and 3 for carrying out the illegal dumping of the construction material/debris/soil/bricks/stones/malwa upon the land of the applicants/plaintiffs without prior permission and consent of the applicants/plaintiffs. It is further submitted that the non-applicant/defendant no. 4 on the instruction of the non-applicant/defendant no. 3 has been dumping the construction material/debris/soil/bricks/stone/malwa upon the land of the plaintiffs illegally and unauthorizely. It is pertinent to mention here that the land of the applicants/plaintiffs comprised in Khasra No.



347 are adjacent with the National Highway which is clearly depicted in Nakal Shajra Kistwar annexed herewith. It is further submitted that the construction material/debris/bricks/soil/malwa has been dumping on Khasra No. 347 resultantly, the Land/Ghasani of the plaintiffs has totally damaged and almost completely ruined.

3. That the applicant/plaintiff no. 1 has brought the illegal dumping of the non-applicants/defendants to the notice of the Gram Panchayat, Neen and to the police authority i.e. Police Station, Sunni. On the complaint of the applicant/plaintiff no. 1, the official of the Police Station Sunni, and Pardhan Gram Panchayat, Neen, BDC Member, along with Vice-Pardhan and Ward Member visited the spot on 06/08/2022 regarding illegal dumping carried out by the non-applicants/defendants. During inspection it has been found that the tipper no. HP-64-4418, HP-69-6340 and HP-63A-8927 have been carrying out illegal dumping upon the land of the applicants/plaintiffs as well as on the National Highway situated at Chiyadhar (Khoti Ka Nala) by throwing construction material/debris/malwa. When the drivers of the above said tippers have been asked about the illegal dumping on the spot, on this they have apprised that they are carrying the construction material/debris/soil/bricks/malwa on the instructions of the non-applicant/defendant no. 2 and 3. It is pertinent to mention here that the illegal dumping on the spot/National Highway has brought to the notice of the authorities by the Pardhan Gram Panchayat Neen and with this regard a copy of letter along with photographs has been sent through registered post on 08/08/2022, to Director,



Pollution Control Board, Shimla, and copy to Deputy Commissioner/ Distt. Magistrate Shimla, copy to Sub-Divisional Magistrate/ SDM Rural, Shimla, copy to Executive Engineer, PWD Dhami, Shimla Rural, H.P. Which is annexed herewith for the kind perusal of this Ld. Court. It is pertinent to mention here that on the complaint of the applicant/plaintiff no. 1, the official of the Police Station Sunni has visited the spot/suit land on 06/08/2022, after inspection/enquiry conducted the Police official has entered the complaint only in General Diary Details as GD no. 028, dated 06/08/2022, no action has been taken by the police to stop the illegal dumping carried out by the non-applicants/defendants on the spot/suit land. The copy of General Diary Detail Dated 06/08/2022, is annexed herewith for the kind perusal of the Ld. Court.

4. That the non-applicant/defendant no. 1 came to know about the visit of the local authorities as well as the police on the suit land/spot, then he has started to construct the Check Dam upon the land of the applicants/plaintiffs in the lower side of Khasra No. 347, to stop the construction material/debris/malwa which flowed to the suit land of the plaintiffs. The non-applicant/defendant no. 1 is carrying out illegal and unauthorized construction upon qua the suit land were brought to the notice of the local authorities by the plaintiff no.1. But, no fruitful result has been come out, hence no efficacy remedy is available to the applicant/plaintiff no. 1, to file the present suit for injunction before this Ld. Court against the non-applicants/defendants. As a matter of fact that the patwari halqa measured the suit land on the request of the applicant/plaintiff no.1 in the presence of the Pardhan Gram Panchayat Neen and other



members of panchayat whereas it has transpired that the non-applicants/defendants are carrying out illegal dumping and by encroaching and raising construction upon the Khasra No. 347, which owned and possessed by the applicants/plaintiffs. The copy of Tatima is annexed herewith for the kind perusal of the Ld. Court.

5. That in consequence of non-applicants/defendants gross and culpable negligence in carrying out the illegal dumping on the suit land/spot situated at Chiyadhar (Khoti Ka Nala), as a result of the land/Ghasani, water resources, water springs and streams of water which flowed and ran into the well to supply the same to the villagers of village Behal of Gram Panchayat Neen have been totally polluted, damaged and almost completely ruined. In consequence the water in the resources became impure and unfit for domestic and other necessary purposes and the villagers are deprived of the use and benefit of the well and water by illegal and unauthorised act of the non-applicants/defendants. In this regard a complaint filed and signed by the villagers of village Behal addressed to Pardhan Gram Panchayat Neen regarding illegal dumping on the spot whereas the villagers has apprised about the upcoming danger to the property/ land of the villagers of village Behal due to illegal dumping on the spot/ National Highway and requested to stop the illegal dumping on the National Highway. The copy of complaint which duly signed by the villagers of village Behal is annexed herewith for the kind perusal of the Ld.



6. That the applicant/plaintiff no.1 requested several times to non-applicants/defendants for not carrying out any illegal dumping & not encroaching by raising unauthorized construction, upon the land comprised in Khasra No. 347, but the non-applicants/defendants are adamant to do so and openly proclaiming and threatening to continue with the illegal activity by carrying out the illegal dumping and by raising unauthorised construction, and encroaching the land of the applicants/plaintiffs. Hence the present application is perforce that the applicants/plaintiffs have left with no alternate remedy except to approach this Ld. Court for redressal of their grievances.
7. That the applicants/plaintiffs have got a very good prima facie case and balance of convenience also lies in favour of the applicants/plaintiffs and against the non-applicants/defendants. Moreover, there shall be multiplicity of litigation between the parties in case the illegal activities as referred hereinabove by the non-applicants/defendants are not restrained. The applicants/plaintiffs shall suffer great irreparable loss and injury in case the relief sought in the application is not granted in their favour.
8. That the applicants have very strong and arguable case in their favour and as such the suit of the applicants is likely to be succeeded in all probabilities, in case the present application may not be allowed in favour of the applicants in that eventuality the applicants will suffer huge and irreparable loss and the same can not be compensated in terms of money. That the balance of convenience also lies in favour of the applicants/plaintiffs and



against the non-applicants/defendants and the very purpose of filing the suit will be frustrated in case, the non-applicants/defendants are not restrained.

It is, therefore, prayed that this application may very kindly be allowed and granting temporary injunction in favour of the applicants/ plaintiffs and against the non-applicants/defendants thereby restraining the non-applicants/defendants from carrying out any illegal dumping of construction materials/ soil/debris/stone/bricks/malwa upon Khasra No. 347, Mohal Ayog, Tehsil Sunni, District Shimla, H.P and also restraining the non-applicant/defendant no. 1 from encroaching and raising any construction by constructing Check Dam upon Khasra No. 347 of the applicants/plaintiffs, situated at Mohal Ayog, Tehsil Sunni, District Shimla, H.P through themselves or their servants, labourers, assignees, contractors etc. in any manner whatsoever, till the final disposal of the suit, in the interest of justice and fair play.

Any other relief which the applicant is found to be entitled in view of the facts and circumstances of the case may also be granted in favour of the applicants and against the non-applicants/defendants to serve the ends of justice.

Applicants

Through Counsel

Place: Shimla

Dated: 10/08/2022

Pradeep Kumar Verma  
Advocate.



**Himachal Pradesh Road and Infrastructure Development Corporation Limited**  
**State Roads Transformation Project, Nirman Bhawan, Nigam Vihar, Shimla-171002**  
Tel/Fax: 0177-2620663, 2627602, Email ID: [pdsrp-hp@nic.in](mailto:pdsrp-hp@nic.in)

\*\*\*\*\*

No. PW-HPRIDC/ EE (CM)/Dhalli Tunnel (SSCM)/Vol-VII/2021-1552-58 Dated: 12/08.2021

**Letter of Acceptance (LOA)**

To

✓ M/s Sai Engineering Foundation  
and Sai Shakti Solutions LLP, (Joint Venture),  
Sai Bhawan, Sector-4, New Shimla-171009,  
Phone : 0177-2670349,  
Email: [saiengineeringfoundation@gmail.com](mailto:saiengineeringfoundation@gmail.com)

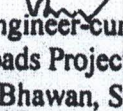
Name of Work: - Construction of 2 Lane Road Tunnel parallel to the existing Dhalli Tunnel including all relevant E&M Works, Reconstruction of existing Approach Road and Maintenance at Shimla, Himachal Pradesh under Shimla Smart City Mission on EPC Mode (Package No PW-HPRIDCL/Dhalli Tunnel/2021)

Reference: Your bid for the subject work dated July 19, 2021

This is to notify you that your bid dated June 15, 2021 (Ref. Bid Package No PW-HPRIDCL/Dhalli Tunnel/2021) for execution of the Construction of two Lane Road Tunnel parallel to the existing Dhalli Tunnel including all relevant E&M Works, Reconstruction of existing Approach Road and Maintenance at Shimla, Himachal Pradesh under Shimla Smart City Mission on EPC Mode at your quoted bid price amounting to **Rs. 39,60,00,000.00/- (RUPEES THIRTY NINE CROREE SIXTY LAKH ONLY)** inclusive of all duties, taxes, royalty, cess, charges and fee etc has been determined to be the lowest evaluated bid and is substantially responsive and has been accepted.

You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in Clause 1.3 of the RFP. You are also requested to furnish Performance Security for an amount of INR 1,18,80,000.00 and Additional Performance Security for an amount of INR 2, 43,00,000.00 as per Clause 2.21 of the RFP within 30 (thirty) days of receipt of this Letter of Acceptance (LOA). In case of delay in submission of Performance Security and Additional Performance Security, if any, you may seek extension of time for a period not exceeding 60 (Sixty) days in accordance with Clause 2.21.4 of RFP.

In case of failure of submission of Performance Security, Additional Performance Security (if any) and Security against Damages (if any) within the additional 60 (Sixty) days' time period, the award shall be deemed to be cancelled and Bid security shall be encashed by the Authority as per Clause 2.21.5 of the RFP.

  
Chief Engineer-cum-Project Director  
State Roads Project, HPRIDCL,  
Nirman Bhawan, Shimla-171002

Copy to the following:-

1. The Principal Secretary (PW)-cum-Managing Director, HPRIDCL for kind information please.

2. The Engineer-in-Chief, HPPWD, Nirman Bhawan Shimla-2 for kind information please.
3. The Engineer-in-Chief (Projects), HPPWD, Nirman Bhawan Shimla-2 for kind information please.
4. The Managing Director-cum-CEO, Smart City Limited, 2<sup>nd</sup> Floor Community Centre Building, Sector-2, New Shimla -171009 for kind information, please..
5. The Team Leader, Geodata Engineering, 401-402, 4<sup>th</sup> Floor, NDM-I Building, Netaji Subhash Place, Pitampura, Delhi-110034 (Phone No, 91-11-4211032/47074108, e-mail-operations.india@geodata.it) for information and necessary action please.

Chief Engineer-cum-Project Director  
State Roads Project, HPRIDCL  
Nirman Bhawan, Shimla-171002