



Social Monitoring Report

Project Number: 41614-036
October 2016

Period: January 2016 – June 2016

IND: Assam Power Sector Enhancement Investment Program - Tranche 4

Submitted by

Assam Power Distribution Company Limited, Guwahati

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Asian Development Bank



ASSAM POWER DISTRIBUTION COMPANY LIMITED

Reg. Office: Bijulee Bhawan, Paltanbazar, Guwahati-781 001, Assam

CIN: U40109AS2003SGC007242

PROJECT MANAGEMENT UNIT, 4th Floor, Bijulee Bhawan,

Tel. No.0361-2607533, Fax: 0361-2739526, E-mail: pmu_aseb@rediffmail.com

No. APDCL/PMU/APSEIP/ESMU/2014-15/249/186

Dtd. 23/08/2016

To

Ms M. Teresa Kho, Country Director
Indian Resident Mission, ADB
4 San Martin Marg, Chanakyapuri
New Delhi-110021



Sub: - Biannual Safeguard Monitoring Report for Loan No 3200-Ind for the period January-June, 2016

Dear Madam,

Please find enclosed herewith the following copies of the Biannual Social and Environmental Safeguard Monitoring Reports for Loan No 3200-Ind for the period January-June, 2016 for favour of kind needful action at your end. The soft copies of the documents will be mailed to ADB by today.

1. Biannual Environmental Safeguard Monitoring Report for Loan No -3200-Ind for the period January-June, 2016
2. Biannual Social Safeguard Monitoring Report for Loan No -3200-Ind for the period January-June, 2016



Sincerely yours

Director (PMU)
APDCL
Bijulee Bhawan
Paltan Bazar, Guwahati-781001

Assam Power Sector Enhancement Investment Program



Biannual Social Safeguard Monitoring Report (January- June, 2016)

(Loan Number: 3200-IND)

**Prepared by the Assam Power Distribution Company Limited for the Asian
Development Bank**

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Abbreviation

ADB	Asian Development Bank
AEGCL	Assam Electricity Grid Corporation Ltd.
AP	Affected People
APSEIP	Assam Power Sector Enhancement Investment Program
ASEB	Assam State Electricity Board
D.C.	District Collector
EA	Executing Agency
ESMU	Environmental and Social Management Unit
GHG	Green House Gas
GOA	Government Of Assam
GOI	Government Of India
GRC	Grievance Redress Mechanism
IA	Implementing Agency
IEE	Initial Environmental Examination
Ltd.	Limited
LAA	Land Acquisition Act
LAO	Land Acquisition Officer
MFF	Multi-Tranche Financing Facility
PAP	Project Affected Persons
PMU	Project Management Unit
ROW	Right of Way
RF	Resettlement Framework
RP	Resettlement Plan
RPD	Resettlement Planning Document
S/S	Sub Station
SEIA	Summary Environmental Impact Assessment
SIEE	Summary Initial Environmental Examination
SRPD	Short Resettlement Planning Document
T&D	Transmission and Distribution
T/L	Transmission Line
T & T	Transmission and Transformation

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1. Introduction

1.1. Project Background and Description

1. The Asian Development Bank (ADB) is supporting 'Assam Power Sector Enhancement Investment Program' (APSEIP) through a multi-tranche financing facility (MFF) to support continued investment in the state power sector, which is necessary to support economic growth and poverty reduction. The investments under the program are intended to (i) facilitate increased power transfers to accommodate increased demand and economic growth; (ii) improve supply-side energy efficiency by system de-bottlenecking and reducing technical losses; (iii) reduce the intensity of greenhouse gas (GHG) and other emissions via improved system efficiency; (iv) support expanded private sector participation in distribution system operations and other energy services; and (v) facilitate poverty reduction via improved electricity services and economic growth.

2. The impact of the investment program will be a sustainable state power sector with increased T&D capacity to support inclusive economic growth. The outcome will be enhanced quality and expanded service delivery of electricity through improved technical, commercial, and financial performance and capability of power utilities.

3. The Tranche-4 of APSEIP has been funded under ongoing MFF after realisation of saving to tune of \$50.2 million due to competitive bidding process of earlier three tranches and depreciation of Indian currency against the US dollar. The 'Periodic Financing Request' (Tranche 4) submitted by GoA was approved by ADB on July 7, 2014 and considered extension of the MFF availability period from 30 June 2015 up to 31 October 2019. The Loan Agreement of Tranche 4 was signed on February 20, 2015 and the loan closing date for is June 30, 2019. The Tranche-4 will have two major outputs: (i) enhanced capacity of distribution system; (ii) improved technology of operation and maintenance (O&M) systems.

4. In Tranche-4, a total of 20 new sub-stations will be constructed, for which 388.35km of 33kV and 320 km of 11kV new distribution line be laid. In addition, 98.8 km of 33kV and 407.5 km of 11kV existing distribution lines will be strengthening. The sub-projects has been bundled into four contract packages i.e. package-1, package-2, package-3 and package-4. These sub-projects are spread in different districts of the Assam state. The detail of sub-projects identified under Tranche-4 is in Annexure 1. Please note that the Tranche-4, APSEIP is hereinafter and throughout this Report, referred to as the 'Project'.

5. Assam Power Distribution Company Limited (APDCL) is the executing agency for the Assam Power Sector Enhancement Investment Program (APSEIP), Tranche-4. The field units of APDCL i.e. implementing agency (Annexure 1), will provide the support and monitor implementation of sub-project under this tranche.

1.2. Purpose of the Report

6. The purpose of Biannual Social Monitoring Report is to analyze periodically over the total implementation period of the project to comply with the approved Involuntary Resettlement (IR) documents such as Short Resettlement Plan (SRP) prepared for the Tranche-4. PMU, APDCL has the responsibility to oversee the implementation and

monitoring of social safeguards issues of each subproject. As usual, this report covered resettlement and social safeguard monitoring results to comply with the spirit of ADB policy to 'enhance stakeholders trust' in and ability to engage with ADB, and thereby increase the development impact (of projects) in which disclosure of safeguard monitoring is a prominent aspect. This report covers Social Monitoring, addressing the issues related with social safeguards, with reference to the progress achieved and current status of reporting period.

7. The current report covers social safeguard implementation progress during the 1st and 2nd quarters of 2016.

1.3. Social Safeguard Categorisation

7. As per the Resettlement Plan prepared for the T4 project, Tranche-4 components is **categorized as 'B'** for Involuntary Resettlement (IR) according to ADB's Safeguard Policy Statement, 2009 (SPS).

8. As per RP prepared for T4, there will be no impact on Indigenous peoples except one scheduled tribe household losing small portion of land for proposed 33/11kV substation. Construction activities will not have any impact on Indigenous Peoples or Scheduled Tribes of that area. Therefore, Tranche-4 is **categorized as 'C'** for Indigenous Peoples.

2. Project Implementation Status

2.1. Overview of Social Impacts

9. The Resettlement Plan (RP) prepared (August, 2014) for the project has identified social impacts due to acquisition of land, damages to crop, and other losses, for sub-station construction and stringing of distribution line. The RP has indicated that 6 substations are proposed on private land belong to various individual owner/household (to be acquired through mutual negotiation), 9 sub-stations are proposed on tea estate land and 5 sub-stations are proposed on government land. No impacts has been envisaged due to stringing of distribution line.

10. At present, the sub-projects (sub-station) are in early stage of implementation and the sites are being reconfirmed to assess site specific constraints, and compliant with techno-commercial requirements. The sub-stations location mentioned in the Resettlement Plan prepared by APDCL, GoA has been compared (Table 2.1) with the sub-station site finalisation status provided by the Implementing Agency (IA).

Table 2.1: Sub-stations Site Finalisation Status

Sub-project Particular			Original RP, August 2014		Status as on June, 2016		
Sl. No	Name of sub-station	Area (Ha)	Ownership	Name of the Owner	Area (Ha)	Ownership	Name of the Owner
1	33/11kV Bindukuri	0.2	Tea Estate Land	Tezpur & Ghara TE	0.268	Tea Estate Land	Tezpur & Ghara TE
2	33/11kV Borjuli	0.134	Government Land	Not Applicable	0.134	Tea Estate Land	Borjuli TE (changed during DPR stage)
3	33/11kV Bedeti	0.3	Tea Estate Land	Bihali TE	0.133	Tea Estate Land	Bihali TE
4	33/11kV Singri	0.268	Government Land	Not Applicable	0.268	Government Land	Not Applicable
5	33/11kV Rakhysmari	0.268	Government Land	Not Applicable	0.268	Government Land	Not Applicable
6	33/11kV Borsola	0.268	Government Land	Not Applicable	0.268	Government Land	Not Applicable
7	33/11kV Baghjan	0.268	Tea Estate Land	Baghjan TE	0.268	Tea Estate Land	Baghjan TE
8	33/11kV Gangabari	0.45	Private Land	Md. Samad Ali	0.10	Private Land	Md. Samad Ali
9	33/11kV Mahakali	0.134	Private Land	Chandradhar Malakar	0.134	Tea Estate Land	Chabua TE
10	33/11kV Dholla	0.268	Tea Estate Land	Dholla TE	0.268	Tea Estate Land	Dholla TE
11	33/11kV Gelapukhuri	0.134	Private Land	Mr. Mrinal Dohutia	0.134	Private Land	Mr. Mrinal Dohutia
12	33/11kV Philobari	0.268	Tea Estate Land	Philobari TE	0.268	Tea Estate Land	Philobari TE
13	3311/kV Powai	0.132	Tea Estate Land	Pawoi TE	0.268	Tea Estate Land	Pawoi TE
14	33/11kV Borhat	0.162	Government Land	APDCL	0.268	Tea Estate Land	Barasali TE (changed during DPR stage)
15	33//11kV Napuk	0.159	Private Land	Md. Asfik Ali	0.268	Private Land	Madhurjy A
16	33/11kV Gharamara	0.201	Private Land	Naresh Chandra Dev	0.268	Tea Estate Land	Rungliting TE
17	33/11 kV Namsung	0.201	Private Land	Jagat Ray Ghatwar	----	Site shifted to Podumani and is not yet to be finalized.	

Sub-project Particular			Original RP, August 2014		Status as on June, 2016		
Sl. No	Name of sub-station	Area (Ha)	Ownership	Name of the Owner	Area (Ha)	Ownership	Name of the Owner
18	33/11kV Radhabari	0.258	Tea Estate Land	Radhabari TE	0.16	Tea Estate Land	Rangagorah TE
19	33/11kV (Nahorbari)	0.408	Tea Estate Land	Naharbari TE	0.268	Tea Estate Land	Naharbari TE
20	33/11kV Doloujan (Dayang)	0.194	Tea Estate Land	Dayang TE	0.268	Tea Estate Land	Dayang TE

11. The key findings on land availability (Annexure 2) of sub-stations after comparing the status mentioned in original RP and status collected from IA are:

- As per sub-stations land availability and site finalisation status available from implementing agency, 13 substations are proposed in tea estate land, 3 in private land and 3 in government land. The sub-station site for Podumoni is still being identified.
- The geographical location of 33/11kV Borjuli and 33/11kV Borhat sub-stations were checked with the technical team and the location were changed during DPR stage.
- Due to technical and land related reasons, officials of IA has written to PMU/PIU for changing the sub-station at Radhabari to Rangagorah tea estate. The final geographical location of 33/11kV Gharamara sub-station is still to be decided.
- Through PIU letter number CPM(PIU)/APDCL/Tech-8/Tranche-4/2013-14/122 dated 16th May, 2016 has confirmed shifting of the 33/11kV Namsung sub-station to Padumoni under Tinsukia Electrical Circle. Similarly, the PMU has confirmed shifting of 33/11kV Mahakali sub-station to Chabua tea estate. ADB has also given approval for shifting of these two sub-stations. However, the identification of sub-stations site at Padumoni is in progress.
- As per current land availability status (Table 2.1) till end of 2nd quarter of 2016, acquisition of private land through mutual negotiation is completed for 33/11kV Napuk and Gelapukhuri substations. The process needs to be expedited for 33/11kV Gangabari sub-stations, whose requisition case is under review in PMU/PIU. The officials of IA also informed that demarcation of land is in progress.
- The shifting of sub-station will also affect the feeder and distribution line (incoming and outgoing) associated with the sub-station. Hence, the alignment of feeder and distribution line associated with each of sub-stations shifted is yet to be finalised.

2.2. Impacts on Land

12. The site for one sub-station is yet to be identified. While, the construction of 19 sub-stations will impact 2.973ha of tea estate, 0.502ha private land, and 0.804ha of government land. Hence, in total an area of 4.279ha will be required for construction of 19 sub-stations. As a result, a total of 16 entities that includes of 13 tea estates and 3 individual private land owners will be impacted.

13. In case of distribution line, an area of 0.487m² (0.75m x 0.65m) is required for foundation of each concrete pole. Hence, the damage to land is very insignificant.

2.3. Impacts on Structure

14. All sub-stations site identified are vacant land and do not impact any structure. However, the impact on existing boundary wall due to development of approach road to Singri sub-station is yet to be assessed.

2.4. Crop Damage

15. The sub-stations sites are all vacant land and does not impact any standing crop. This needs to be assessed during stringing of distribution line, which though is proposed post harvesting of crop.

2.5. Impacts on Tree

16. The cutting of existing trees at Borsola and Doloujan (Dayang) sub-stations has been marked. A total of three trees will be cut i.e. two in Borsola and one in Doloujan sub-station. The AGM, Dhekiajuli has written to the Divisional Forest Officer (DFO), Tezpu, who has directed the Range Officer, Dhekiajuli to verify trees to be cut for issuance of tree cutting permission. However, losses of tree due to distribution line will be assessed after route survey and at time of right-of-way verification.

2.6. Impacts on Livelihood

17. The three persons will be economically displaced due to acquisition of their land for construction of three sub-stations. Socio-economic survey exercise is planned in coming month to assess the extent of impact on their livelihood after acquisition of their land.

18. In case of distribution line, though no impact on livelihood is envisaged. Impacts on livelihood will be assessed once route survey and verification of right-of-way for both 33kV & 11kV lines is completed.

2.7. Impacts on Common Property Resources

19. The sub-stations site identified do not impact any CPR's. In case of distribution line, it will be assessed after route survey and verification of right of way is completed.

3. Compensation

3.1. Land Compensation

20. The site for 16 sub-stations is identified at tea estate and individual private land. Till this reporting period, mutual negotiation is completed with individual private owner of 33/11kV Napuk and 33/11kV Gelapukhuri sub-stations. The individual owner Mr. Madhurjya Handique has been paid Rs. 16,00,000/- and Mr. Mrinal Dohutia have been paid Rs. 31,27,198/- as land compensation, respectively. While for 33/11kV Gangabari substation the mutual negotiation with private owners is in progress. In case of tea estate, the NOC/MOU/Gift Deed permitting APDCL (Annexure 5) to construct sub-stations has been obtained from Baghjan, Dhola, Phillobari, Powai, Chabua, Gharamara, Doyang, Nahorbari, Rungagora, Behali, Bindukuri, Borhat tea estates. The same is being obtained from management of remaining Borjuli, tea estates where sub-station site is identified.

3.2. Structure Compensation

21. Till now no such impact identified during the reporting period.

3.3. Crop Damage Compensation

22. Till now no such impact identified during the reporting period.

3.4. Tree Compensation

23. Till now no such impact identified during the reporting period.

3.5. Relocation of CPR's

24. Till now no such impact identified during the reporting period.

25. In event, when impacts on structure, trees, CPR's and crop damage if identified during stringing of distribution lines will be compensated after assessment and verification by competent authority.

4. Consultation and Disclosures

4.1. Consultation

26. The implementation of R&R activities is a multifaceted task demanding constant monitoring during various stages of implementation. Engagement of stakeholders during various stages of project is necessary due to dynamics at different stakeholder level that might create more challenges for the program implementation. A continuous engagement with affected persons is necessary to ensure their participation, identify problems, creates ownership on program and for smooth sailing of the project.

27. During the reporting period, officials of Golaghat, Dhekiajuli, Tezpur and Biswanath Chariali Electrical Divisions were consulted during February 12, April 19 - 21 and June 17-18, 2016 site visits. The consultation meetings were to communicate about ADB's SPS 2009 and its compliances required in the project, implementation of RP, documentation needed on mutual negotiation, approach to social impact assessment, inclusion of project affected persons, provisions in resettlement frameworks, and contractor's compliance to EMP at Phulongani (Nahorbari), Doloujan (Dayang) Rangagarah (Radhabari), Singri, Borsola, Rakhysmari, Borjuli, Bedeti and Bindukuri sub-stations where civil work has commenced.

28. The consultation meeting has happened with 16 officials of IA, 5 personnel of Contractor and Headmaster (Annexure-4). The key findings of the consultation meetings are:

- The necessity to discuss and confirm with tea estate (Dayang TE) about the land ownership status of people residing along approach road and need to consult people to avoid later stage complications.
- The SDE, Golaghat has been caution to ensure necessary measures are taken up by contractor to prevent damaging of cement concrete haulage road and to prevent possible inconvenience to local people.
- Fix boundary pillar of right of way required in Singri substations to enable assessing the impacts i.e. trees, bamboos etc and losses that is likely to occur due to approach road development.
- The Headmaster of LKG and Primary school located along the approach road to Doloujan sub-station, informed that the ownership of land on which people are staying belongs to tea estate. Further, he also mentioned that the land for school was donated by the Tea estate. He did raised concerns regarding damage of LKG school building and requested to consider the alignment of approach road, if possible.
- The officials of field units of Implementing Agency suggested that during implementation stage of the project, there should be frequent interactions between field units and Executing Agency/Project Management Unit.

- The officials of field unit of IA needs to be familiarise with the various provisions to implement the social safeguard measures in Resettlement Frameworks, Resettlement Plan, and Indigenous People Plan prepared for Tranche -4.

29. All AGM, SDO's and other officials of field unit of IA has requested to conduct safeguard trainings to capacitate them in day-to-day monitoring of social safeguard activities being implemented and its evaluation.

4.2. Disclosures

30. To ensure transparency in planning and active involvement of APs and other stakeholders, the project information, Resettlement Plan report is uploaded in the official website of the EA (<http://www.apdcl.gov.in/irj/go/km/docs/internet/ASSAM/webpage/PDF/RPforADB.pdf>) and ADB. The Resettlement Framework and Resettlement Plan Reports of Tranche-4 should also be made available in the office of field units of IA, which currently is not available. The sub-projects sites are still being finalised and once it is finalised, the original RP will be updated and the final RP report will be disclosed as have been done earlier. The summary of the final RP will be made available in Assamese language. The official of IA will continue interacting with affected persons and information dissemination through consultation will continue throughout Investment Program implementation.

5. Grievance Redress Mechanism

31. APDCL does not have any specific Environment or Social Safeguards Policy regarding generation/distribution subprojects currently. SPS 2009 requires APDCL to establish a Grievance Redress Mechanism (GRM) having suitable grievance redress procedure to receive and facilitate resolution of affected peoples' concerns, complaints, and grievances about the subproject's environmental performance. The grievance mechanism will be scaled to the risks and adverse impacts on environment due the subproject type, size, type of area (sensitive area) and impacts. It should address affected people's concerns and complaints promptly, using a transparent process that is gender responsive, culturally appropriate, and readily accessible to all segments of the affected people at no costs and without retribution. This GRM will consist of a Grievance Redress Committee (GRC) headed by the Project Head. The committee will consist of the following:

- i. Project Head, APDCL
- ii. Sub District Magistrate/District Revenue Officer or their nominee
- iii. Representative of local Panchayat/Council
- iv. Representative Women representative of village/council
- v. Representative of EPC contractor
- vi. AGM of Environment and Social Management Unit (ESMU) at PMU or nominee

32. GRM will provide an effective approach for resolution of complaints and issues of the affected person/community. Project Management Unit (PMU) shall formulate procedures for implementing the GRM, while the PIU shall undertake GRM's initiatives that include procedures of taking/recording complaints, handling of on-the-spot resolution of minor problems, taking care of complainants and provisions of responses to distressed stakeholders etc. paying particular attention to the impacts on vulnerable groups.

33. Grievances of affected persons (APs) will first be brought to the attention of the Project head of the PIU. Grievances not redressed by the PIU will be brought to the Grievance Redress Committee (GRC) set up to monitor subproject Implementation for each subproject affected area. The GRC will determine the merit of each grievance, and resolve grievances within two weeks of receiving the complaint. The proposed mechanism does not impede access to the country's judicial or administrative remedies. The AP has the right to refer the grievances to appropriate courts of law if not satisfied with the redress at any stage of the process. The PIU will keep records of all grievances received including: contact details of complainant, date that the complaint was received, nature of grievance, agreed corrective actions and the date these were affected, and final outcome.

34. The formation of GRC is pending and the safeguard consultant has advice by communicating PMU to initiate the process. Accordingly, the PMU communicated and directed the Implementing Agency to start formation of GRC at field level. The Implementing Agency is yet to response regarding establishing of GRC.

6. Institutional Arrangements

35. The implementation of the Resettlement Plan requires the involvement of various institutions at different stages of the project. The primary institutions involved in the project are:

- Assam Power Distribution Company Limited (EA and IA)
- Project Management Unit (PMU)
- Environment and Social Management Unit (ESMU) at PMU Level

36. The Assam Power Distribution Company Limited (APDCL) is the executing agency (EA) for the Tranche-4. The APDCL also function as the implementing agency (IA) for the project with a dedicated Project Management Unit (PMU). The PMU in APDCL has been set up with overall responsibilities for planning, coordinating, implementing and financing all resettlement activities. The PMU is assisted by an Environment and Social Management Unit (ESMU) to deal with the environmental and social safeguards issues.

37. The Environment and Social Management Unit (ESMU) has been set up within the PMU/APDCL, along with other engineering units, to address all environmental and social issues of Tranche-4. The ESMU is headed by an Assistant General Manager, who works closely with other staff of the PMU and assists the PMU in getting all necessary clearances and in the implementation of the resettlement activities prior to the start of any civil works. The ESMU coordinates safeguard activities both at headquarter and PIU level. All safeguards activities are managed and supervised by the Assistant General Manager based at the Head Office.

38. At field level, field units of IA is responsible for independent implementation of sub-project that includes all social safeguards related requirements and RP implementation. The field units maintains all databases, works closely with APs and other stakeholders and monitors day-to-day resettlement activities.

39. To support the ESMU in the PMU has appointed a Social Safeguard Consultant with responsibility to review and update RPs, based on the Resettlement Framework (RF) agreed for this MFF and in compliant to relevant ADB policies. In addition, the Consultant's responsibilities also include advising and assisting the EA/IA in mitigating Social and Environmental issues and administration and Implementation of measures in RP, as required. During the reporting period, Social Safeguard Consultant has been deployed on intermittent basis.

7. Monitoring and Evaluation

40. Monitoring of RP implementation is the responsibility of APDCL through its PMU/ESMU. APDCL is required to implement safeguard measures and relevant safeguard plans, as provided in the legal agreements, and to submit periodic monitoring reports on their implementation performance. APDCL and PMU is required to:

- establish and maintain procedures to monitor the progress of implementation of safeguard plans,
- verify the compliance with safeguard measures and their progress toward intended outcomes,
- document and disclose monitoring results and identify necessary corrective and preventive actions in the periodic monitoring reports,
- follow up on these actions to ensure progress toward the desired outcomes,
- submit periodic monitoring reports (bi-annual) on safeguard measures as agreed with ADB,

41. RP implementation is closely monitored through internal monitoring arrangements, to assess resettlement progress and identify potential difficulties and problems. Internal monitoring is undertaken by the PMU/ESMU with assistance from the PIU. The consultant has undertaken site visit in month of February, April and June, 2016 and details of sub-stations visited is as below.

S.No	Site Visit Date	Sub-stations visited	District
1	February, 2016	Doloujan (Dayang)	Golaghat
2	April, 2016	Rakhyshmari, Borsola, Singri, Borjuli, Bediti and Bindukuri	Sonitpur
3	June, 2016	Phulangani (Naharbari), Doloujan (Dayang) and Rangagorah (Radhabari)	Golaghat

42. The site visit intended to monitor compliance with social safeguards requirement vis-à-vis (a) check land possession status of sub-station land; (b) assess environmental suitability of the locations; (c) Contractor compliance to EMP at site where civil work has commenced; and (d) advice PMU/IA on compliance with ADB SPS 2009, and (e) consultation meeting with official of IA (Deputy General Manager/Assistance General Manager) and the representative of tea estates.

43. The observations on social safeguard activities related to planning stage are listed below:

- The LKG school building is likely to be impacted if original alignment is adopted for development of approach road upto Doloujan sub-station. In such scenario, the reconstruction cost of the school building has to be provided to the school.
- The people residing along the approach road of Doloujan sub-station would be impacted either due to existing boundary fence, trees, vegetable plots etc. at time of

approach road development. The replacement cost for hand pump has to be built into the project.

- The development of approach road upto Singri sub-station site is likely to impact the boundary wall of adjoining land, trees, bamboos etc. as the existing road is foot track with inadequate width.
- The NOC/MOU agreement with Borjuli T.E is yet to sign.

44. The PMU will bi-annually provide to ADB the social safeguard monitoring reports documenting progress on resettlement measures implemented for their review.

Snapshot of visits to identified site of Sub-Stations



Consultation with the Headmaster at Doloujan (Dayang Tea Estate) at the approach road.



Consultation with IA at Doloujan (Dayang Tea Estate)



Construction of Boundary wall at Borsola Sub-station



Construction work is in progress at Bindukurii Sub-station



Approach road of Singri Sub-station site



Interacting with the Contractor at Borjuli Sub-station site

8. Issues and Recommendations

Sl. No	Activity/Key issue	Suggestion	Responsibility	Action Taken till June, 2016
i.	Though contract has been awarded, the geographical locations of four sub-stations propose for change needs is still to be confirmed.	The proposed change of geographical location of sub-projects should be informed to the ADB for information and seeking concurrence.	Implementing Agency	Administrative approval for shifting of sub-stations to Chabua and Padumoni S/S has been received. However, the site at Padumoni is yet to be confirmed by PMU/IA.
		Resettlement Plan and IEE prepared for the project needs to be updated once location of sub-stations are finalized.	Consultant	Change in location of sub-stations are still being considered by IA/EA. The change in sub-stations location will also require change in alignments of 33kV & 11kV distribution line of each sub-station. Hence, after confirmation from PMU on sub-stations location and alignment finalisation of both 33kV & 11kV distribution line of each sub-stations, the RP and IEE will be update.
ii.	For land purchased through negotiation, ADB's SPS 2009 has provision for review by external third party.	PMU coordination is needed in collecting the details of procedures involved in mutual negotiation, negotiation committee details, base rate fixation process, legal basis, affected person, financial mode used for payment, receipts of compensation etc.,	Implementing Agency & Executing Agency	The minutes of meeting of 'Circle Level Committee' involved in purchase of land for Gelapukhari and Gangabari sub-stations is available with Tinsukia Electrical Division. This document will be shard along with 'Sale Deed'.
iii.	The para 62 of Project Administration Manual mandate establishing of Grievance Redress Committee (GRC) at implementing agency level to deal with complaints covering environmental and social issues.	PMU needs to initiate the process for establishing the GRC.	Executing Agency	The ADB Cell, APDCL through their letter dated Dec 29, 2015 has directed its field units to form GRC. The Implementing Agency is yet to response regarding establishing of GRC.
iv.	Keeping regular follow-up on implementation status of environmental and social safeguards in the project.	<ul style="list-style-type: none"> PMU needs to direct implementing agency and contractor to submit a quarterly progress report and conduct quarterly review meeting. The review meeting should also be attended by representatives of the contractor also, along with official of EA, IA and Individual safeguard expert. 	Executing Agency	The review meeting is being planned.

Sl. No	Activity/Key issue	Suggestion	Responsibility	Action Taken till June, 2016
v.	There is no progress at end of Circle Officer, who have been requested for transfer land ownership in name of APDCL for Singri, Borsola and Rakhyasmari sub-stations site.	<ul style="list-style-type: none"> A joint review meeting with Circle Officer and IA official may be conducted. 	Implementing Agency & Executing Agency	The case for transferring land ownership in name of APDCL is with DC, Tezpur. Being followed-up.
vi.	The NOC from Borjuli tea estate is not available for sub-stations.	<ul style="list-style-type: none"> Obtain NOC/MOU from Tea Estate agency. 	Implementing Agency & Executing Agency	NOC/MOU/Gift Deed received from Baghjan, Dhola, Phillobari, Powai, Chabua, Gharamara, Doyang, Nahorbari, Rungagora, Behali, Bindukuri, Borhat tea estate and is balance from Borjuli tea estate.
vii.	The NOC of respective tea estate has been obtained for Bindukuri, Borhat, Phillobari, Baghjan, Dhola, and Powai sub-stations. But the terms and conditions of NOC is silent about land ownership transfer.	<ul style="list-style-type: none"> EA/PMU to decide on necessity for land ownership transfer and adequacy of NOC/MOU. 	Implementing Agency & Executing Agency	PMU is carrying out an internal review of all conditions in the NOC. A final decision in this matter is still awaited.
viii.	APDCL is still to take over possession of land for Gelapukhuri and Gangabari sub-stations, which may create unwarranted situations at later stage of project.	<ul style="list-style-type: none"> The mutual negotiation process has to be expedited with individual private land owner. 	Implementing Agency	The acquisition of private land through mutual negotiation is completed for 33/11kV Gelapukhuri and 33/11kV Napuk sub-stations. The individual owners Mr. Mrinal Dohutia and Mr. Madhurjya Handique has been paid Rs. 31,27,198/- and Rs. 16,00,000/- as land compensation. Requisition case for purchasing private land for 33/11kV Gangabari sub-stations is being reviewed by PMU/PIU. The Implementing Agency informs that demarcation of the land is in progress.
ix.	Manager of Radhabari Tea Estate has raised concerns regarding the cutting of shades trees and tea bushes which will come within the ROW of the incoming and outgoing 33kV and 11kV feeder line from proposed Radhabari sub-station.	A decision needs to be taken up by PMU along with IA whether to go forward with construction of sub-station or should look for another suitable site.	Implementing Agency Executing Agency	IA, Golaghat Electrical Division has written to PMU/PIU proposing shifting of sub-station to Rangagorah TE. Though a formal communication from PMU is awaited.
x.	Constraint in terms of width of access road to sub-station has been noted.	EA/IA to carry out a survey of such sub-stations site to prevent any kind of social impacts.	Implementing Agency Executing Agency	Impact assessment activity is yet to be initiated.

Annexure 1: Details of Implementing Agency, APDCL

Sl. No.	Name of the Sub station	Electrical Circle	Electrical Division	Name & Contact Numbers	Electrical Sub Division (PIU)	Name & Contact Numbers
Package-1 (Lot 1): (i) 7 Nos. of new 33/11kV Substations; (ii) New 33kV Lines (108.35km); (iii) New 11kV Lines (62km); (iv) 1 no. Railway track crossing in the 33kV Line and (v) 3 Nos. Railway track crossing in the 11kV Line						
1	33/11kV Gangabari S/S	Tinsukia	Tinsukia Division	Mr. Jagadish Baishya (AGM) 94353-42745	Tinsukia ESD-II	Mr. Rabi Sankar Sengupta, Assistant Manager, TEC, - 94350-36018
2	33/11kV Gelapukhuri S/S				Tinsukia ESD-III	Mr. A.K. Bordoloi (SDE), 94350-37152
3	33/11kV Mahakali/Chabua S/S				Tinsukia ESD-III	
4	33/11kV Baghjan S/S		Digboi Division	Mr. G. D. Deuri (AGM) 94350-80038	Doomdooma ESD	Mr. Debnath, SDE, 94354-75707
5	33/11kV Philobari S/S					
6	33/11kV Dhola S/S				Margherita ESD	Mr. Binita Kutun, J.M, Margherita SD, 84860-34133.
7	33/11kV Powai S/S					
Package 1 (Lot 2): (i) 2 Nos. New 2X5 MVA, 33/11kV Substations; (ii) 15 km 33kV Line on GI STP with AAAC Wolf conductor form Namrup substation and 10km from Tingkhong substation to Kaliapani substation with terminal equipment at Namrup substation & Tingkhong substation and (iii) New 11kV Lines (22km)						
8	33/11kV Gharamara S/S	Dibrugarh	Dibrugarh Division		Dibrugarh ESD-II	Mr. Rajib Gogoi, SDE, 94357-06105 Mr. Sankar Mili, JM, 94357-06116
9	33/11kV Namchang S/S				Dibrugarh ESD-I	Mr. Mahen Buragohain, SDE, 94357-06104
Package 1 (Lot 2): (i) 2 Nos. New 2X5 MVA, 33/11kV Substations; (ii) New 33kV LILO Lines (18km); (iii) New 11kV Lines (35.1km); (iv) 1 no. Railway track crossing in the 33kV Line; (v) 3 Nos. Railway track crossing in the 11kV Line;						
10	33/11kV Napuk S/S	Sivasagar	Nazira Division	Mr. Dipendra Kr. Baruah (AGM), 94353-88745	Nazira ESD	Mr. Dimbeswar Charukia, SDE, 94355-27488
11	33/11kV Borhat S/S				Choraideu ESD	Mr. Sumit Sinha, SDE,

Sl. No.	Name of the Sub station	Electrical Circle	Electrical Division	Name & Contact Numbers	Electrical Sub Division (PIU)	Name & Contact Numbers
						73990-62073
Package 1 (Lot 2): (i) 3 Nos. New 2X5 MVA, 33/11kV Substations; (ii) New 33kV Lines with terminal equipment (76km); (iii) New 11kV Lines (76km); (iv) 1 no. Railway track crossing in the 33kV Line; (v) 1 no. River crossing in the 33kV Line. (vi) 4 Nos. Railway track crossing in the 11kV Line;						
12	33/11kV Dayang S/S	Golaghat	Golaghat Division	Mr. Harendra Nath Saikia (AGM), 94350-54388	Golaghat ESD-I	Mr. Parag Jyoti Dutta, SDE, 94350-51051
13	33/11kV Naharbari S/S				Golaghat ESD-II	Mr. Kamala Kt. Pegu, SDE, 97079-99525
14	33/11kV Radhabari S/S				Kamargaon ESD	Mr. B. C. Bhatta, SDE, 94353-02541
Package-1 (Lot 3): (i) 6 Nos. New 2X5 MVA, 33/11kV Substations; (ii) New 33kV LILO Lines (20km) (iii) New 33kV Lines with terminal equipment (131km) (iv) New 11kV Lines (125km); Mangaldoi Electrical Circle: 1 no, 33kV strengthening of River crossing span at Ghola river in between 33kV line from Rowta-Kasubil with rail						
15	33/11kV Singri S/S	Tezpur	Dhekiajuli Division	Mr. Chandan Borah, AGM, 94350-80537	Dhekiajuli ESD-II	Mr. Pranjol Kakoty, SDE, 88765-89078
16	33/11kV Borsala S/S				Dhekiajuli ESD-I	Mr. Debojit Das, FME, 97076-83391
17	33/11kV Rakshyasmari S/S					
18	33/11kV Bedeti S/S		Biswanath Chariali Division	Mr. Mokshada, AGM, 98540-54613	Chariali ESD	Mr. Dilip Saikia, AM, 94355-06295
19	33/11kV Bindukuri S/S		Tezpur Division	Mr. Rafiul Amin Dewan, 94351-07259	Tezpur ESD-II	Mr. Birinchi Chetia, JE, 73990-90586
20	33/11kV Borjuli S/S				Rangapara ESD	Mr. Pukhrel, SDE, 73990-90608

Annexure 2: Land Availability Status of Sub-Stations

Sl. No	Sub-project (33/11 kV substation)	Area (Ha)	Site Visit Findings
Tinsukia Electric Circle			
i.	33/11kV Baghjan	0.268	Sub-station site is finalized. IA informed that agreement with Tea Garden Authority on Court Paper has been completed. MOU received. Possession of the land taken. The site is handed over to the contractor.
ii.	33/11kV Gangabari	0.2	Sub-station site is finalized. Land is being acquired through direct negotiation. The requisition case is under review of PIU. The officials of IA also informed that demarcation of land is in progress.
iii.	33/11kV Chabua (Mahakali)	0.134	IA informed that sub-station site is shifted to Chabua tea estate. Administrative approval for the site change of Mahakali S/S to Chabua has been received. NOC /MOU received. The site is handed over to the Contractor and construction work is in progress.
iv.	33/11kV Dholla	0.268	Sub-station site is finalized. IA informed that agreement with Tea Garden Authority on Court Paper has been completed. MOU received. The site is handed over to the contractor and construction will start shortly.
v.	33/11kV Gelapukhuri	0.134	Sub-station site is finalized. The acquisition of private land through mutual negotiation is completed. The individual owners (Mr. Mrinal Dohutia) have been paid Rs. 31,27,198/- as land compensation in the month of June, 2016. The site is handed over to the contractor.
vi.	33/11kV Philobari	0.268	Sub-station site is finalized. IA informed that agreement with Tea Garden Authority on Court Paper has been completed. MoU received. The site is handed over to the contractor.
vii.	3311/kV Powai	0.267	Sub-station site is finalized. IA informed that agreement with Tea Garden Authority on Court Paper has been completed. MoU received. The site is handed over to the Contractor and construction work is in progress.
viii.	33/11kV Podumani	----	Administrative approval for the site change of Namsung S/S to Padumoni S/S has been received. However, the site at Padumoni is yet to be confirmed by PMU/IA.
Dibrugarh Electric Circle			
ix.	33/11kV Gharamara	0.267	IA informed that sub-station site is identified at Rungliting TE. The lease agreement has been signed for 20 years period. MoU received from the Tea Estate.
Sivasagar Electric Circle			
x.	33/11kV Borhat	0.267	IA informed that sub-station site is identified at Barasali tea estate. NOC received from the Tea Estate. The site is handed over to the contractor and construction work is in progress.
xi.	33//11 kV Napuk	0.267	Sub-station site is finalized. Acquisition of land through mutual negation with individual owner (Mr. Madhurjya Handique) completed. for Napuk sub-stations. The land owner has been compensated with Rs. 16,00,000/- as land compensation in the month of April, 2016 . The site is handed over to the contractor.
Golaghat Electric Circle			
xii.	33/11kV Radhabari	0.267	Radhabari substation site has been shifted from Radhabari Tea Estate to Rangagorah Tea Estate. Due to technical and land related reasons, officials of IA has written to PMU/PIU for changing the sub-stations site at Radhabari to Rangagorah tea estate. Final

Sl. No	Sub-project (33/11 kV substation)	Area (Ha)	Site Visit Findings
			confirmation from PMU/PIU is awaited. The Deed of Agreement has been received from the TE. The site is handed over to the contractor and construction work is in progress
xiii.	33/11kV Phulangani (Naharbari)	0.267	Sub-station land is finalized. Gift Deed received from Naharbari Tea Estate. The site is handed over to the Contractor and construction work is in progress.
xiv.	33/11kV Doloujan (Dayang)	0.267	Sub-station site is finalised. Gift Deed received from Dayang TE. The site is handed over to the Contractor and construction work is in progress.
Tezpur Electric Circle			
xv.	33/11kV Bindukuri	0.267	Sub-station site is finalized. NOC received by IA. The site is handed over to the Contractor and construction work is in progress.
xvi.	33/11kV Borjuli	0.133	Sub-station site is finalized. NOC is yet to be received from Tea Estate. The site is handed over to the Contractor and construction work is in progress.
xvii.	33/11kV Bedeti	0.133	Sub-station site is finalized. NOC received from Behali T.E. The NOC stipulate that the ownership of land remains with BTE management. The site is handed over to the Contractor and construction works is in progress.
xviii.	33/11kV Singri	0.268	NOC received. The Circle Officer of Dhekiajuli has forwarded the case to DC, Tezpur for transferring landownership in APDCL name. The site is handed over to the Contractor and construction works is in progress.
xix.	33/11kV Rakhysmari	0.268	NOC received. The Circle Officer of Dhekiajuli has forwarded the case to DC, Tezpur for transferring landownership in APDCL name. The site is handed over to the Contractor and construction work is in progress.
xx.	33/11kV Borsola	0.268	NOC received. The Circle Officer of Dhekiajuli has forwarded the case to DC, Tezpur for transferring landownership in APDCL name. The site is handed over to the Contractor and construction work is in progress.
Source: Implementing agency of APDCL			

Annexure 3: R&R Implementation Schedule

R&R Activities	Jul 15	Aug 15	Sep 15	Oct 15	Nov 15	Dec 15	Jan 16	Feb 16	Mar 16	Apr 16	May 16	Jun 16	Jul 16	Aug 16	Sep 16	Oct 16	Nov 16	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17	May 17	Jun 17	Jul 17	Aug 17	Sep 17	Oct 17	Nov 17	Dec 17
Identification of sub projects locations/alignments													*	*	*	*	*	*												
Consultation													*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Identification of land and census survey													*	*	*															
Submission of RP ¹ for ADB approval																*														
Disclosure of RP																	*													
Establishment of PMU and PIU	Completed																													
Establishment of ESMU	Completed																													
Establishment of GRC													*																	
Issue compensation to AP													*	*	*	*	*													
Payment of eligible assistance													*	*	*	*	*													
Initiation of rehabilitation measures	Affected People are not losing livelihood due to implementation of sub-project, hence not required.																													
Schedule for civil work													*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Internal monitoring by PMU and PIU													*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
External monitoring and evaluation	Not Applicable																													
*- Activity Planned																														

¹ For sub-stations only and subject to confirmation of sites by EA/IA.

Annexure 4: Consultation Meetings

1. February 12, 2016

A. Golaghat Electrical Division

1. Parag Jyoti Dutta, SDE, Golaghat Electrical Sub-Division – I, 94350-51051.
2. Mr. Pushpa Dutta, Junior Manager, Golaghat Sub-Division-1, 09957250041
3. Mr. Ajay Phukan, Junior Manager, Golaghat Sub-Division-1, 09435154673
4. Mr. Pulin Sharma, Head Master (2 No. Dayang Chah Janajati Primary School) – 09864711601

2. April 19 - 21, 2016

A. Dhekiajuli Electrical Division

1. Chandan Borah, AGM, Dhekiajuli Electrical Sub-division, - 9435080537

B. Biswanath Chariali Electrical Division

1. Mr. Dilip Saikia, Ast. Manager, Biswanath Chariali Electrical Division, - 9435506295
2. Mr. Sunil Pegu, SDE, Biswanath Chariali Electrical Division, - 7399090642
e-mail id- sunilpegu.aec2009@gmail.com
3. Namrata Deka, JMIT, Biswanath Chariali Electrical Division, 8822693091.

C. Tezpur Electrical Division

1. J.P. Choudhury, DPM, Tezpur Electrical Division, - 9954055295
2. Anarjit Sharma, SDE, Tezpur Electrical sub-Division-II, - 8136022696

D. Contractors and other

1. Ramani Saikia, Site Engineer (Civil Engineer), Singri S/s - 9435501876
2. Khagen Handique, Site Engineer (Electrical Engineer), Singri S/s - 9854587200
3. Surjya Saikia, Sub-Contractor, Borjuli S/s -9854215900.
4. Bhupen Sharma, Site incharge, NEECON, Bindukuri S/s - 8876362609.

3. June 17-18, 2016

E. Golaghat Electrical Division

1. Haren Nath Saikia, AGM, Golaghat Electrical division, - 9435054388
2. Parag Jyoti Dutta, SDE, Golaghat Electrical Sub-Division – I, 94350-51051.
3. Mr. Pushpa Dutta, Junior Manager, Golaghat Sub-Division-1, 09957250041

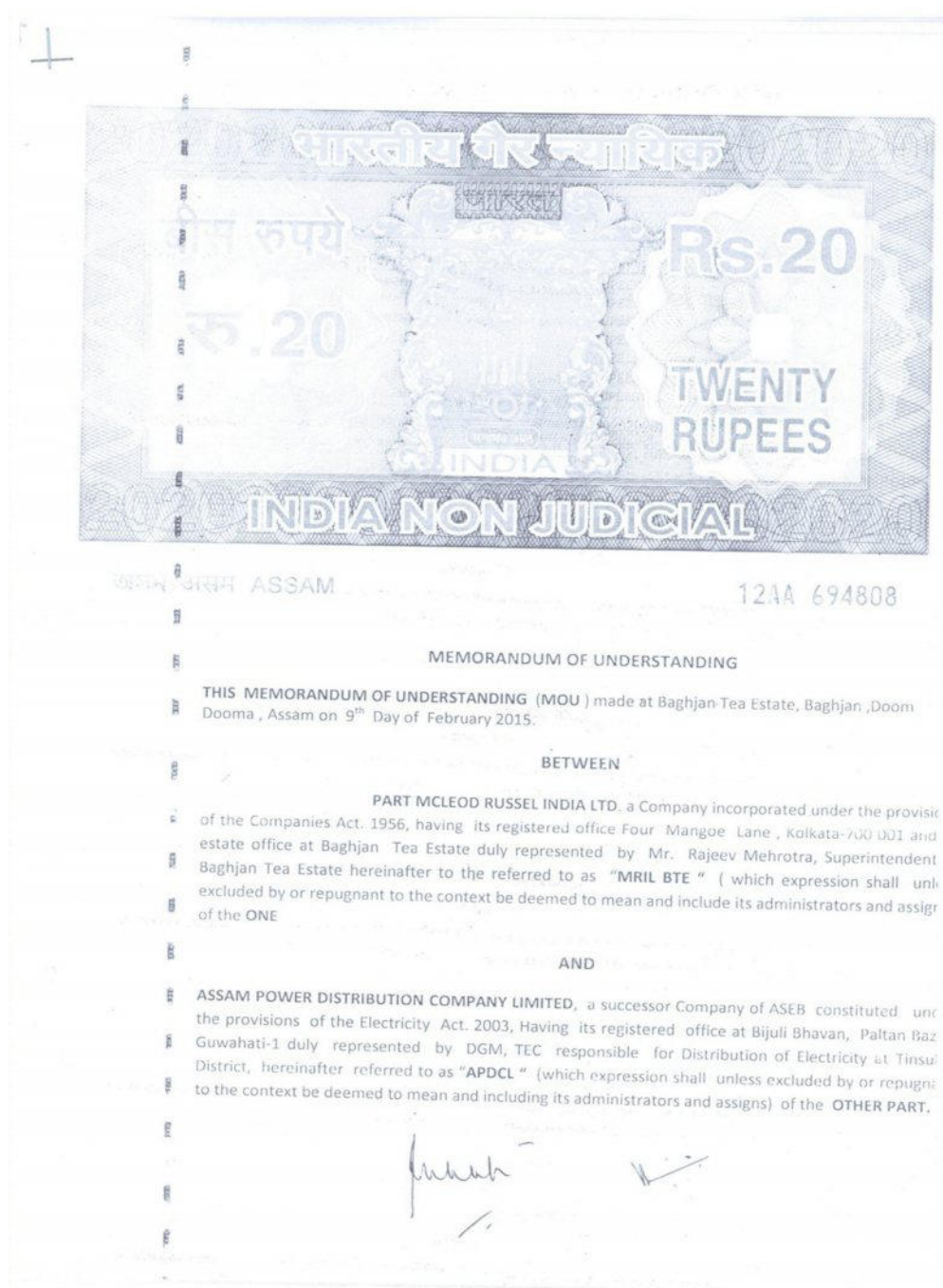
F. Contractors

1. Ridip, site in-charge, Pholongani sub-station – 9435113447
2. Dipankar Borpujari, site in-charge, Pholongani, Doloujan and Rangagorah sub-station NEECON
3. Abhishek Dutta, sub – contractor, Doloujan sub-station -9864459776
4. Partha Sarathi Borah, Doloujan sub-station – 8011731645.
5. Bikash Borthakur, site in-charge, Rangagorah (Radhabari) sub-station – 9706112884.

Annexure 5

NOC/MOU/Gift Deed Obtained for Lot 1, Lot 2 & Lot 3

1. Baghjan Sub-station



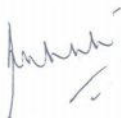

WHEREAS

1. APDCL being the distribution Company proposed for setting up of a 33/11 KV sub-station to facilitate alignment of the overhead transmission line and other necessary electrical alignment and also for quality Power Supply in the region include BTE.
2. Representatives of APDCL have approached the Superintendent of BTE and in order to provide quality and reliable Power Supply in the region including the Tea Estates, they have identified a piece and parcel of land measuring approximately 2 Bigha located within dag No. 49 Patta No. 140/137 FS under grant No. FS of the lease area granted to BTE, more fully and particularly set out in Schedule "A" hereunder and demarcated in red border in the plan annexed here to and have requested to allow them to utilize the area for setting up the aforesaid sub-station.
3. The Management of BTE, after careful consideration of the proposal of APDCL and the benefits which will be extended to the State of Assam in its endeavor to enhance the capacity of transmission of Power in the region and also to BTE, has decide to allow APDCL to utilize the aforesaid piece and parcel of land for setting up its sub-station, subject to the following terms and conditions.

NOW THIS MOU witness and it is hereby agreed by and between the parties as hereunder:

A.

1. It is agreed that the parcel of land measuring approximately 2 Bigha located within dag No. 49 Patta No. 140/137 of Baghjan Tea Estate lease having grant No. FS would be allowed to be used by APDCL for the purpose of construction of a 33/11 KV sub-station and necessary electrical alignment.
2. It is agreed that the said parcel of land, as stated in Clause 1, would be allowed to be utilized by APDCL, without any cost realization from it on the understanding that the said parcel of land would be used solely for purpose of construction of the sub-station and necessary electrical alignment.
3. That APDCL or any other designated organization for Maintenance would be entrusted with the responsibility of all maintenance jobs and would undertake to keep the sub-station and necessary electrical alignment in proper order thereby ensuring safety of all resident in the Estate.

4. That APDCL hereby indemnifies and keep BTE indemnified against any accidents and or mishaps causing damage to life and property which may occur during construction and thereafter shall liable for any such eventuality during the continuance of usage of the parcel of land and the running the sub-station therefrom.

5. It is agreed that the Management would allow commencement of construction work by APDCL and designated contractors within 7 (Seven) days from the date of signing of this agreement of acceptance of the Terms of agreement.

6. It is further agreed by and between the parties herein, that APDCL shall under no circumstances entitled to encumber any part or parcel of land, so allowed to use by MRIL BTE for setting up of sub-station, either by way of sale, lease, assignment and/or any other form of transfer to any third party.

7. It is further agreed by and between the parties therein, that APDCL shall provide a dedicated line the estate for reliable and better power supply to BTE from the above said sub-station.

SCHEDULE "A"

(Referred to in clause 2 above referred to)

ALL THAT piece and parcel of Land measuring approximately 2 Bighas located within Dag No. 49 Patta No. 140/137 of Baghjan Tea Estate having grant No. FS situated within Baghjan Tea Estate and demarcated by red border in the in the plan annexed hereto and bounded as follows:

ON THE NORTH : Section 9E
ON THE WEST : Section 9A
ON THE SOUTH : Football Field
ON THE EAST : Afforestation Area

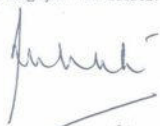
IN WITNESS WHEREOF the parties have in their seal and signature on the day, month and year hereinabove written.

SIGNED SEALED AND DELIVERED

By MRIL – BTE Through its Garden
Superintendent, Mr. Rajeev Mehrotra

In the presence of

At Baghjan Tea Estate.

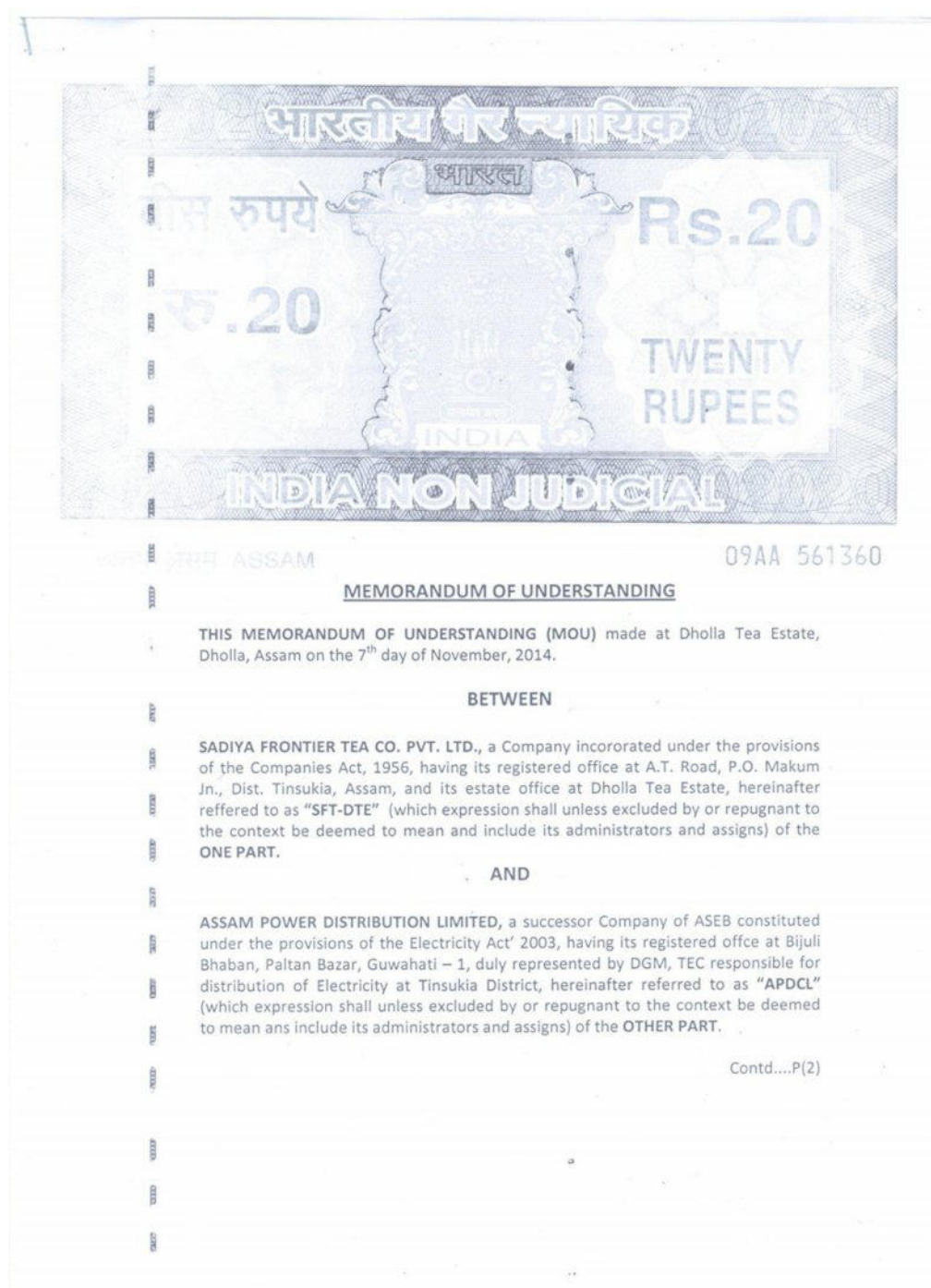


9.2.2015
Superintendent
Baghjan T. E.



Deputy General Manager
Tinsukia Electrical Circle
APDCL (UJZ) Tinsukia

2. Dhola Sub-station.



(2)

WHEREAS

1. **APDCL** being the distribution Company proposed for setting up of a 33/11KV Sub-Station to facilitate alignment of the overhead transmission line and other necessary electrical alignments and also for quality Power Supply in the region include **DTE** and adjoining Tea Estates.
2. Representatives of **APDCL** have approached the management of **DTE** and in order to provide quality and reliable power supply in the region including the Tea Factory, they have identified a piece and parcel of land measuring 28000 sq.ft. (approximately 2 bighas) located within Dag No. 34(P), Patta No. 120 NLR under grant No. FS of the lease area granted to **DTE**, morefully and particularly set out in **Schedule "A"** hereunder and demarcated in red border in the plan annexed hereto and have requested to allow them to utilize the area for setting up the aforesaid Sub-Station.
3. The management of **DTE**, after careful consideration of the proposal of **APDCL** and benefits which will be extended to the State of Assam in its endeavour to enhance the capacity of transmission of power in the region and also to **DTE** and adjoining Tea Estates, has decided to allow **APDCL** to utilize the aforesaid piece and parcel of land for setting up its Sub-Station, subject to the following terms and conditions.

NOW THIS MOU witness and it is hereby agreed by and between the parties as hereunder :-

- A.**
1. It is agreed that the parcel of land measuring (28000 sq.ft.) approximately 2 bighas located within Dag No. 24(P), Patta No. 120 Grant No. FS would be allowed to be used by **APDCL** for the purpose of construction of a 33/11 KV Sub-Station and necessary electrical alignment.

Contd....P(3)

(3)

2. It is agreed that the said parcel of land, as stated in Clause 1, would be allowed to be utilized by **APDCL**, without any cost realization from it on the understanding that the said parcel of land would be used solely for purpose of construction of the Sub-Station and necessary electrical alignment.
3. The **APDCL** or any other designated organization for maintenance would be entrusted with the responsibility of all maintenance jobs and would undertake to keep the Sub-Station and necessary electrical alignment in proper order thereby ensuring safety of all residents in the Estate.
4. The **APDCL** hereby indemnifies and keep **DTE** indemnified against any accidents and or mishaps causing damage to life and property which may occur during construction and thereafter shall also be liable for any such eventuality during the continuance of usage of the parcel of land and the running of the Sub-Station within the preview of **APDCL**.
5. It is agreed that the Management would allow commencement of construction work by **APDCL** and its designated contractors within 7 (seven) days from the date of signing of this agreement after acceptance of the Terms of Agreement.
6. It is further agreed by and between the parties herein, that **APDCL**, shall under no circumstances be entitled to encumber any part or parcel of land, so allowed to use by **SFT-DTE** for setting up of its Sub-Station, either by way of sale, lease, assignment and / or any other form of transfer to any third party.

SCHEDULE "A"

(referred to in clause 2 above referred to)

ALL THAT piece and parcel of Land measuring approximately 2 bighas (28,000 sq.ft.) located within Dag No. 24(P), Patta No. 120 NRL of Dholla Tea Estate having Grant No. FS situated within Dholla Tea Estate and demarcated by red border in the plan annexed hereto and butted and bounded as follows :

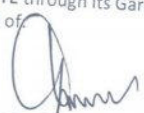
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(4)



ON THE NORTH : Dholla Tea Estate
ON THE WEST : Garden Road
ON THE SOUTH : Garden vacant land & labour line
ON THE EAST : Dholla Tea Estate

IN WITNESS WHEREOF the parties have in their seal and signature on the day,
month and year hereinabove written

SIGNED SEALED AND DELIVERED

By SFT-DTE through its Garden
presence of
Manager 

at Dholla Tea Estate
Manager
DHOLLA T. E.
P.O. Saikhowaghat
Dist. Tinsukia (Assam)
Pin - 786154




in the
1. 
2. 

Contd....P(5)

(5)

SIGNED SEALED AND DELIVERED

by APDCL through its authorized representative:

1. Mr. *Ratendra Ch. Borpuzari*
Deputy General Manager
Tinsukia Electrical Circle, Tinsukia

Deputy General Manager
Tinsukia Electrical Circle
APDCL (U&A) Tinsukia
2. Mr. *Dipul Sarma Bordoloi*
Assistant General Manager
Digboi Electrical Division, Digboi

Asstt. General Manager
Digboi Electrical Division
APDCL (U&A)
3. Mr. *JOY DEY*
Sub-Divisional Engineer
Doomdooma Electrical Sub-Division, Doomdooma

Sub-Divisional Engineer
Doomdooma Electrical Sub-Division
APDCL (U&A)

3. Phillobari Sub-station.



অসম ASSAM

11AA 840065

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) made at Phillobari Tea Estate, Phillobari, Doom Dooma, Assam on 2nd day of July 2014.

BETWEEN

MCLEOD RUSSEL INDIA LTD. a Company incorporated under the provisions of the Companies Act, 1956, having its registered office Four Mangoe Lane, Kolkata – 700 001 and its estate office at Phillobari Tea Estate duly represented by Mr. Chidananda Duarah, Manager of Phillobari Tea Estate hereinafter referred to as "MRIL PTE" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators and assigns) of the ONE PART

AND

ASSAM POWER DISTRIBUTION COMPANY LIMITED, a successor Company of ASEB constituted under the provisions of the Electricity Act, 2003, having its registered office at Bijuli Bhavan, Paltan Bazar, Guwahati-1, duly represented by DGM, TEC responsible for Distribution of Electricity at Tinsukia District, hereinafter referred to as "APDCL" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators and assigns) of the OTHER PART

WHEREAS

1. APDCL being the distribution Company proposed for setting up of a 33/11 KV sub-station to facilitate alignment of the overhead transmission line and other necessary electrical alignments and also for quality Power Supply in the region include PTE .
2. Representatives of APDCL have approached the management of PTE and in order to provide quality and reliable power supply in the region including the Tea Estates, they have identified a piece and parcel of land measuring approximately 2 Bighas located within dag No 16 Patta No 2 FS under grant no FS of the lease area granted to PTE, more fully and particularly set out in Schedule "A" hereunder and demarcated in red border in the plan annexed hereto and have requested to allow them to utilize the area for setting up the aforesaid sub-station.
3. The management of PTE, after careful consideration of the proposal of APDCL and the benefits which will be extended to the State of Assam in its endeavor to enhance the capacity of transmission of power in the region and also to PTE , has decided to allow APDCL to utilize the aforesaid piece and parcel of land for setting up its sub-station, subject to the following terms and conditions.

NOW THIS MOU witnesseth and it is hereby agreed by and between the parties as hereunder:

A.

1. It is agreed that the parcel of land measuring approximately – 2 Bighas located within dag No. 16 Patta No 2 of Phillobari T.E. lease having grant No FS would be allowed to be used by APDCL for the purpose of construction of a 33/11 KV sub-station and necessary electrical alignment.
2. It is agreed that the said parcel of land, as stated in Clause 1, would be allowed to be utilized by APDCL, without any cost realization from it on the understanding that the said parcel of land would be used solely for purpose of construction of the sub-station and necessary electrical alignment.
3. That APDCL or any other designated organization for Maintenance would be entrusted with the responsibility of all maintenance jobs and would undertake to keep the sub-station and necessary electrical alignment in proper order thereby ensuring safety of all residents in the Estate.

4. That APDCL hereby indemnifies and keep PTE indemnified against any accidents and or mishaps causing damage to life and property which may occur during construction and thereafter shall also be liable for any such eventuality during the continuance of usage of the parcel of land and the running of the sub-station therefrom.

5. It is agreed that the Management would allow commencement of construction work by APDCL and its designated contractors within 7 (Seven) days from the date of signing of this agreement after acceptance of the Terms of agreement.

6. It is further agreed by and between the parties herein, that APDCL, shall under no circumstances be entitled to encumber any part or parcel of land, so allowed to use by MRIL PTE for setting up of its sub-station, either by way of sale, lease, assignment and/or any other form of transfer to any third party.

7. The APDCL assured to provide reliable and better power supply to the PTE from the aforesaid sub-station.

SCHEDULE "A"

(referred to in clause 2 above referred to)

ALL THAT piece and parcel of Land measuring approximately 2 Bighas located within Dag No. 16 Patta No.2 of Phillobari Tea Estate having grant No. FS situated within Phillobari Tea Estate and demarcated by red border in the plan annexed hereto and butted and bounded as follows:

ON THE NORTH : Main Road
ON THE WEST : Garden Sec 11
ON THE SOUTH : Garden Sec No 31
ON THE EAST : Main Road

IN WITNESS WHEREOF the parties have in their seal and signature on the day, month and year hereinabove written.

SIGNED SEALED AND DELIVERED

By MRIL-PTE through its Garden

In the presence of

Manager Mr. Cidananda Duarah

At Phillobari Tea Estate

Manager
PHILLOBARI T.E.


SIGNED SEALED AND DELIVERED

By APDCL through its authorized
Representative


1. Mr. Rathindra Chandra Borpuzari
Deputy General Manager
Tinsukia Electrical Circle, Tinsukia

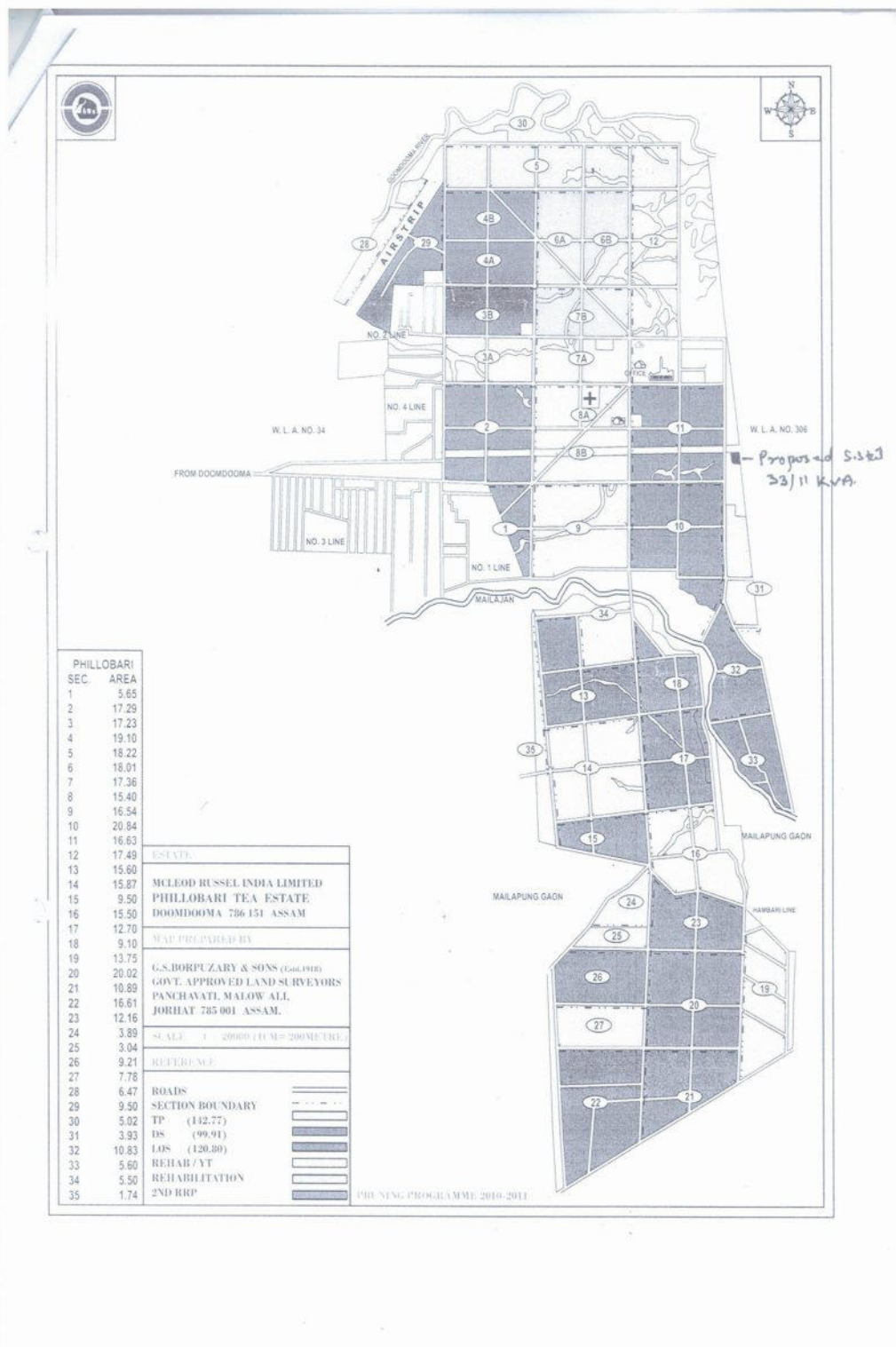

18/07/14
Deputy General Manager
Tinsukia Electrical Circle
APDCL (UAR) Tinsukia

2. Mr. Ajit Phukan
Assistant General Manager
Digboi Electrical Division, Digboi

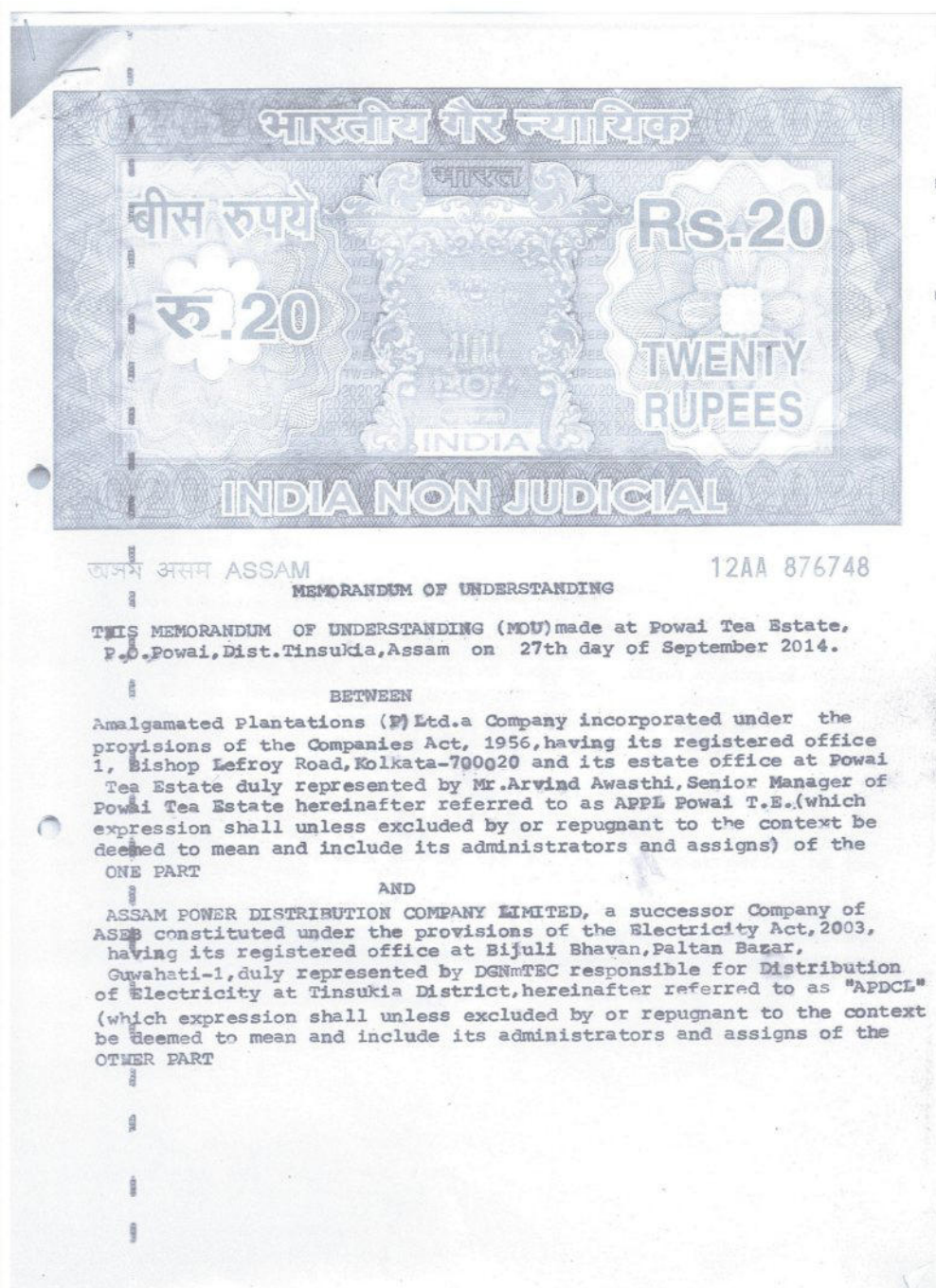

ASSIST. GENERAL MANAGER
DIGBOI ELECTRICAL DIVISION
APDCL (UAR)

3. Mr. Joy Dey
Assistant Manager
Doom Dooma Electrical Sub-Division, Doom Dooma


18/07/14
Sub-Divisional Engineer
Doom Dooma Elec. Sub-Division
APDCL (UAR) Doom Dooma



4. Powai Sub-station



WHEREAS

1. APDCL being the distribution Company proposed for setting up of a 33/11 KV Sub-station to facilitate alignment of the overhead transmission line and other necessary electrical alignments and also for quality Power Supply in the region include Powai Tea Estate
2. Representatives of APDCL have approached the management of Powai T.E. and in order to provide quality and reliable power supply in the region including the Tea Estates, they have identified a piece and parcel of land measuring approximate 2 Bighas located within dag No.176 Patta No.1 Powai Division FS under grant no FS of the lease area granted to Powai Tea Estate more fully and particularly set out in Schedule "A" hereunder and demarcated in red border in the plan annexed hereto and have requested to allow them to utilize the area for setting up the aforesaid sub-station.
3. The management of Powai Tea Estate after careful consideration of the proposal of APDCL and the benefits which will be extended to the State of Assam in its endeavor to enhance the capacity of transmission of power in the region and also to Powai T.E., has decided to allow APDCL to utilize the aforesaid piece and parcel of land for setting up its sub-station, subject to the following terms and conditions.

NOW THIS MOU witnesseth and it is hereby agreed by and between the parties as hereunder:

A.

1. It is agreed that the parcel of land measuring approximately - 2 Bighas located within dag No.176 Patta No.1 Powai Division of Powai T.E. lease having grant No FS would be allowed to be used by APDCL for the purpose of construction of a 33/11 KV sub-station and necessary electrical alignment.
2. It is agreed that the said parcel of land, as stated in Clause 1, would be allowed to be utilized by APDCL, without any cost realization from it on the understanding that the said parcel of land would be used solely for purpose of construction of the sub-station and necessary electrical alignment.
3. That APDCL or any other designated organization for Maintenance would be entrusted with the responsibility of all maintenance jobs and would undertake to keep the sub-station and necessary electrical alignment in proper order thereby ensuring safety of all residents in the Estate.

4. That APDCL hereby indemnifies and keep Powai T.E. indemnified against any accidents and or mishaps causing damage to life and property which may occur during construction and thereafter shall also be liable for any such eventuality during the continuance of usage of the parcel of land and the running of the sub-station therefrom.
5. It is agreed that the Management would allow commencement of construction work by APDCL and its designated contractors within 7 (Seven) days from the date of signing of this agreement after acceptance of the Terms of agreement.
6. It is further agreed by and between the parties herein, that APDCL, shall under no circumstances be entitled to encumber any part or parcel of land, so allowed to use by APPL Powai T.E. for setting up of its sub-station, either by way of sale, lease, assignment and/or any other form of transfer to any third party.
- u. The APDCL assured to provide reliable and better power supply to the Powai T.E. from the aforesaid sub-station.

SCHEDULE "A"

(Referred to in Clause 2 above referred to)

ALL THAT piece and parcel of Land measuring approximately 2 Bighas located within Dag No.16 Patta No.2 of Powai Tea Estate having grant No.FS situated within Powai Tea Estate and demarcated by red border in the plan annexed hereto and butted and bounded as follows:

ON THE NORTH	: Garden Sec.No.9B
ON THE WEST	: Garden Fishery
ON THE SOUTH	: Powai River & Staff Qtr. Hospital
ON THE EAST	: Main Road NH 37

IN WITNESS WHEREOF the parties have in their seal and signature on the day, month and year hereinabove written.

SIGNED SEALED AND DELIVERED




By APPL-Powai T.E. through its Garden
Senior Manager Mr. Arvind Awasthi
At Powai Tea Estate

In the presence of

27/5/14
Senior Manager
Amalgamated Plantation
Private Limited
POWAI TEA ESTATE

SIGNED SEALED AND DELIVERED

By APDCL through its authorized
Representative

1. 
Mr. Rathindra Chandra Borpuzari
Deputy General Manager
Tinsukia Electrical Circle, Tinsukia
2. 
Mr. Ajit Phukan
Assistant General Manager
Digboi Electrical Division, Digboi
3. 
Mr. Biswajit Debnath
Deputy Manager
Doom Dooma Electrical Sub-Division, Doom Dooma

5. Chabua Sub-station (Mahakali)

AMALGAMATED PLANTATIONS

22nd January 2016

No objection Certificate

To whom it may Concern

This is to Certify that APDCL Chabua Sub-Division, P.O. Chabua. District: Dibrugarh, Assam can utilize the Land under Patta No 28 NLR, Dag No. 27 of Chabua End Division for 33KV Sub-Station which is 1 Bigha (high land).

The above is for the sub-station (33KVA) as per requirement of APDCL.


Senior Manager
Chubwa Tea Estate.

Sr. Manager
CHUBWA TEA ESTATE
Amalgamated Plantations Pvt. Ltd.

Amalgamated Plantations Private Limited
Chubwa Tea Estate
P.O. Chabua, Dist. Dibrugarh, Assam - 786184 ☎ 91 373 2864526
Regd. Office : 1 Bishop Lefroy Road, Kolkata - 700 020
CIN : U01132WB2007PTC112852
Web-http://www.amalgamatedplantations.co.in



13AA 806737

Rana Barua

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) made at Chubwa Tea Estate, P.O. Chabua, Dist. Dibrugarh, Assam on 22nd day of January 2016.

BETWEEN

Amalgamated Plantations (P) Ltd., a company incorporated under the provisions of the Companies Acts, 1956 having its registered office 1, Bishop Lefroy Road, Kolkata-700020 and its estate office at Chubwa Tea Estate duly represented by Mr. Rana Barua, Senior Manager of Chubwa Tea Estate herein after referred to as APPL Chubwa T.E. (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators and assigns) of the ONE PART.

AND

ASSAM POWER DISTRIBUTION COMPANY LIMITED a successor Company of ASEB constituted under the provisions of the Electricity Act, 2003 having its registered office at Bijuli Bhavan, Paltan Bazar, Guwahati-1 duly represented by DGM/TEC responsible for Distribution of Electricity at Tinsukia District, herein after referred to as "APDCL" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators and assigns of the OTHER PART.

Amalgamated Plantations (P) Ltd.
Tinsukia Electrical Sub-Divn-II

WHERE AS.

1. APDCL being the distribution Company proposed for setting up of 33/11 KV sub-station to facilitate alignment of overhead transmission line and other necessary electrical alignments and also for quality power supply in the region include Chubwa Tea Estate.
2. Representatives of APDCL have approached the management of Chubwa Tea Estate and in order to provide quantity and reliable power supply in the region including the Tea Estates, they have identified a place and parcel of land measuring approximate 1 Bighas located with Dag no. 27, Patta No. 28 NLR of Chubwa End division v/s under grant no 28 NLR / Pulunga of the lease area granted to Chubwa Tea Estate more fully and particularly set out in schedule "A" hereunder and demarcated in red border in the plan annexed here to and have requested to allow them to utilize the area for setting up the aforesaid Sub-station.
3. The Management of Chubwa Tea Estate after careful consideration of the proposal of APDCL and the benefits which will be extended to the estate of Assam in its on savor to hence the capacity of transmission or power in the region one also to Chubwa T.E has decided to allow APDCL to utilize the aforesaid place and parcel of land for setting up its sub-station, subject to the following terms and conditions.

NOW THIS MOU witness and it is hereby agreed by and between the parties as hereunder:

1. It is agreed that the parcel of land measuring approximately 1 Bigha located within dag No.27, Patta No.28 NLR of Chubwa Ebd Division of Chubwa T.E. Lease having grant No. 28 NLR / Pulunga, would be allowed to be used by APDCL for the purpose of construction of a 33/11 KV Sub-Station and necessary electrical alignment.
2. It is agreed that the said parcel of land, as stated in Clause 1, would be allowed to be utilized by APDCL without any cost realization from it on the understanding that the said parcel of land would be used solely for purpose of construction of the sub-station and necessary electrical alignments.
3. That APDCL or any other designated organization for maintenance would be entrusted with the responsibility of all maintenance jobs and would undertake to keep the sub-station and necessary electrical alignment in proper order thereby ensuring safely of all residents in the estate.
4. That APDCL hereby indemnifies and keep Chubwa T.E indemnifies against accidents and or mishaps causing damage to life and property which may occur during construction and thereafter shall also be liable for any such eventuality during the continuance of usage of the parcel of land and the running of the sub-station there from.
5. It is the agreed that the Management would allow commencement of construction work by APDCL and its designated contractors within 7 (seven) days from the date of signing of this agreement after acceptance of the Terms of agreement.
6. It is further agreed by the and between the parties herein, that APDCL, shall under no circumstance be entitled to encumber any part or parcel of land, so allowed to use by APPL Chubwa T.E for setting up of its sub-station, either by way of sale, lease, assignment and/or any other forms of transfer to any third party.
7. The APDCL assured to provide reliable and better power supply to the Chubwa T.E. From the aforesaid sub-station.


Sub-divisional Engineer
Chubwa T.E.

SCHEDULE "A"
(Referred to in Clause 2 above referred to)


ALL THAT Piece and parcel of land measuring approximately 1 Bigha located within Dag No.27,Patta No. 28 NLR of Chubwa Tea Estate having grant No. 28 NLR / Pulunga situated within Chubwa Tea Estate and demarcated by the red border in the plan annexed here to and butted and bounded as follows:

ON THE NORTH	: Section No Sambari
ON THE WEST	: Factory
ON THE SOUTH	: Section No Sambari
ON THE EAST	: Section No Sambari

IN THE WITNESS WHEREOF the parties have in their seal and signature on the day, month and year herein above written.

SIGNED SEAL AND DELIVERED.

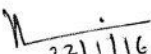
By APPL- Chubwa T.E through its Garden in the presence of


Mr. Rana Barua **Sr. Manager**
Senior Manager, **CHUBWA TEA ESTATE**
at Chubwa Tea Estate, **Amalgamated Plantations Pvt. Ltd.**

SIGNED SEAL AND DELIVERED.

BY APDCL through its authorized representatives


1. Mr Rathindra Chandra Borpujari
Deputy General Manager
Tinsukia Electrical Circle,
Tinsukia.


22/1/16
Deputy General Manager
Tinsukia Electrical Circle
APDCL (U&Z), Tinsukia


2. Mr. Jagadish Baishya
Assitant General Manager
Tinsukia Electrical Division,
Tinsukia, APDCL.


22/01/16
Asstt. General Manager
Tinsukia Electrical Division
APDCL, TINSUKIA

3. Mr. Amiya Bordoloi
Deputy Manager
Tinsukia Electrical Sub-Division-III
Chabua APDCL.


Sub-Divisional Engineer
Tinsukia Electrical Sub-Divn-III
Chabua

6. Gharamara Sub-Station



INDIA NON JUDICIAL

অসম অসম ASSAM

Pawan Dutta
 For Manager
 RUNGLITING TEA ESTATE
 14AA 730048

Smriti Kumar Jyoti
 Chief Executive Officer
 Dibrugarh Electrical Circle
 APDCL (UAR) Dibrugarh

LEASE DEED

This Lease Deed is made on this the 14th day of October, 2015.

BETWEEN

RUNGLITING TEA ESTATE, a tea estate situated at Ghoramara, P.O. And P.S. Lahoal, District- Dibrugarh, Assam and owned by GANESHKA KANOI TEA CO. PVT. LTD., a company registered under the Companies Act, 1956 and carrying on business of Tea production and sales having its Head Office at Mitha Pukhari Road, Jorhat, Assam and being represented by its Manager SRI PAWAN DUTTA, hereinafter referred to as the **FIRST PARTY** (which term shall include his successors and assigns) of the **One Part**;

AND

THE DEPUTY GENERAL MANAGER, Dibrugarh Electrical Circle Assam Power Distribution Co. Ltd. (Upper Assam Region) Dibrugarh, Assam carrying on supply and maintenance of electric power for use by the general public within the jurisdiction of Assam Power Distribution Co. Ltd., hereinafter referred to as the **SECOND PARTY** (which term shall include its successors and permitted assignees) of the **Other Part**;

Pawan Dutta
 For Manager
 RUNGLITING TEA ESTATE

Smriti Kumar Jyoti
 Chief Executive Officer
 Dibrugarh Electrical Circle
 APDCL (UAR) Dibrugarh

7.

2

Suresh Kumar Jyoti
 Chief Executive Officer
 Dibrugarh Electrical Circle
 APDCL (UAR) Dibrugarh

For Manager
 RUNGLITING TEA ESTATE

WHEREAS the FIRST PARTY is the owner of a plot of land measuring about 2 Bighas covered by Patta No. 18, Dag No. 269, situated at Niz Modarkhat, Mouza Modarkhat within the District of Dibrugarh, Assam and more particularly described in the schedule below.

AND WHEREAS the SECOND PARTY approached the FIRST PARTY vide its official Letter No. CEO/DEC/APDCL/WB-001/2015/1146, dated 14-08-2015 for allotment of a plot of land measuring at least 2 (two) Bigha for installation of a 33/11 KV substation for power distribution as soon as possible.

AND WHEREAS the FIRST PARTY has agreed to lease out/grant use of the aforesaid plot of land which measures about 2 Bighas situated at Rungliting Tea Estate and more particularly described in the schedule herein mentioned.

AND WHEREAS the SECOND PARTY has inspected the said plot of land and has satisfied itself as to its suitability for the installation of the 33/11 KV Power Sub Station for power distribution.

NOW THIS PRESENTS WITNESSES AS FOLLOWS :

1. The FIRST PARTY hereby lease out and allow the use of the aforesaid plot of land measuring about 2 Bighas and more particularly described in the schedule herein mentioned for a period of 20 (twenty) years to the SECOND PARTY from the day of execution of this Deed.

 Provided however that the lease period may be extended for further similar period through a separate deed, if the FIRST PARTY agrees to do so.
2. The SECOND PARTY will ensure reliable and uninterrupted power supply through 11 KV separate line for exclusive use by the FIRST PARTY for its factory and other miscellaneous purpose for the said period of 20 (twenty) years and installation charges of the same will be borne by the SECOND PARTY except for the items and accessories required to be installed in the factory premises which shall be borne by the FIRST PARTY.
3. All Govt. taxes, rates and other levies in respect of the said plot of land will be paid by the FIRST PARTY as usual.

For Manager
 RUNGLITING TEA ESTATE

Suresh Kumar Jyoti
 Chief Executive Officer
 Dibrugarh Electrical Circle
 APDCL (UAR) Dibrugarh

3

Sundar Kumar Gogoi
Chief Executive Officer
Dibrugarh Electrical Circle
APDC (UAR) Dibrugarh

Rabon Datta
For Manager
RUNGLITING TEA ESTATE

4. The SECOND PARTY will pay a nominal monthly rent of Rs. 100/- (Rupees One Hundred) only against the plot of land lease out/to be used by the SECOND PARTY by the 1st week of every month for which it is due to the FIRST PARTY. The SECOND PARTY may also pay the rent amount in advance at a time for the whole year.
5. The SECOND PARTY being expert in installation and maintenance of electrical power distribution project is expected that it would take all safety measures for the sub-station so as to avoid any material loss to the FIRST PARTY and the SECOND PARTY will not render the plot of land unusable at the end of this agreement and will physically hand over the plot of land to the FIRST PARTY at the end of the agreement.
6. If the SECOND PARTY desires to withdraw the sub-station either during subsistence of this Deed, or on termination of this Deed, or for breach of any of the covenant or conditions of this Deed on his part contained, then the possession of the SECOND PARTY over the demised land shall be illegal and the possession shall stand forfeited / determined and the FIRST PARTY shall be entitled to re-enter upon the plot of land for their own use.
7. The SECOND PARTY shall not transfer the land to any other person / persons in future.
8. The FIRST PARTY shall not obstruct or create any hindrance to the SECOND PARTY for construction, inspection or any other maintenance activities as may be required by the SECOND PARTY from time to time during operation of the sub-station.
9. That a separate line from the 33/11 KV substation will be directly given to the FIRST PARTY by the SECOND PARTY at their cost and expenditure without any claim or demand from the FIRST PARTY. Further the FIRST PARTY shall not be required / liable to pay any security deposit amount for the separate line that will be provided by the SECOND PARTY to the FIRST PARTY as aforesaid. The SECOND PARTY hereby agrees to the proposal of the FIRST PARTY. However, the SECOND PARTY will have the liberty to extend the dedicated 11 KV feeder to the nearby Tea Gardens. The said feeder will be a dedicated Tea Feeder Catering load to the requirements of the Tea gardens only.

Rabon Datta
For Manager
RUNGLITING TEA ESTATE

Sundar Kumar Gogoi
Chief Executive Officer
Dibrugarh Electrical Circle
APDC (UAR) Dibrugarh

4

10. That, in future, if required, SECOND PARTY shall shift the sub-station from the aforesaid plot of land of the FIRST PARTY to some other place without any objection.

SCHEDULE OF THE LAND REFERRED TO ABOVE

A plot of land measuring about 2 Bigha covered by Patta No. 18, Dag No. 269 situated at Niz Moderkhat, Mouza Moderkhat, District- Dibrugarh, Assam and bounded as follows:

North : Road

South : Land of Tea Estate

East : Land of Tea Estate

West : Road

IN WITNESS WHEREOF the parties hereto do execute these presents on the day, month and year first above written.

Witness:

1. *Manash Bhattacharyya*


For Manager
SIGNATURE OF THE FIRST PARTY
RUNGLITING TEA ESTATE

2. *Sri Arun K. Saitan*

Suresh Kumar Gogoi
Chief Executive Officer
Dibrugarh Electrical Circle
APDCL (UAR) Dibrugarh
SIGNATURE OF THE SECOND PARTY

Drafted By:

8. Borhat Sub-Station



ASSAM POWER DISTRIBUTION COMPANY LTD.
OFFICE OF THE ASSISTANT GENERAL MANAGER
NAZIRA ELECTRICAL DIVISION
APDCL - NAZIRA

No. - AGM/NED/ADB/15/ 951-52 Dtd. 10.09.2015

To
The Manager, Borachali Tea
P.O., Baruaachali, Borhat.

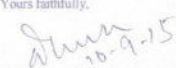
Sub:- Application for providing 2 Bighas of land for 5 MVA x 2, (33/11) KV Sub-Station under ADB Funded Scheme.

Sir,

With reference to the above, I would like to request you to provide 2 (two) Bighas of land suitable for installation of 5 MVA x 2, 33/11 KV Sub-Station under ADB Funded Scheme at Borachali as it is the load centre for providing power to all Tea Estates of that area and this end has not been able to find out an alternative plot of Govt. land.


This proposed Sub-Station will return mutual benefit to both APDCL and Borachali Tea Estate. Because your Tea Estate will be able to receive stable and most quality power if the Sub-Station is installed at your T.E.

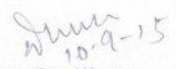
So, kindly consider to provide a plot of land for the proposed Sub-Station.

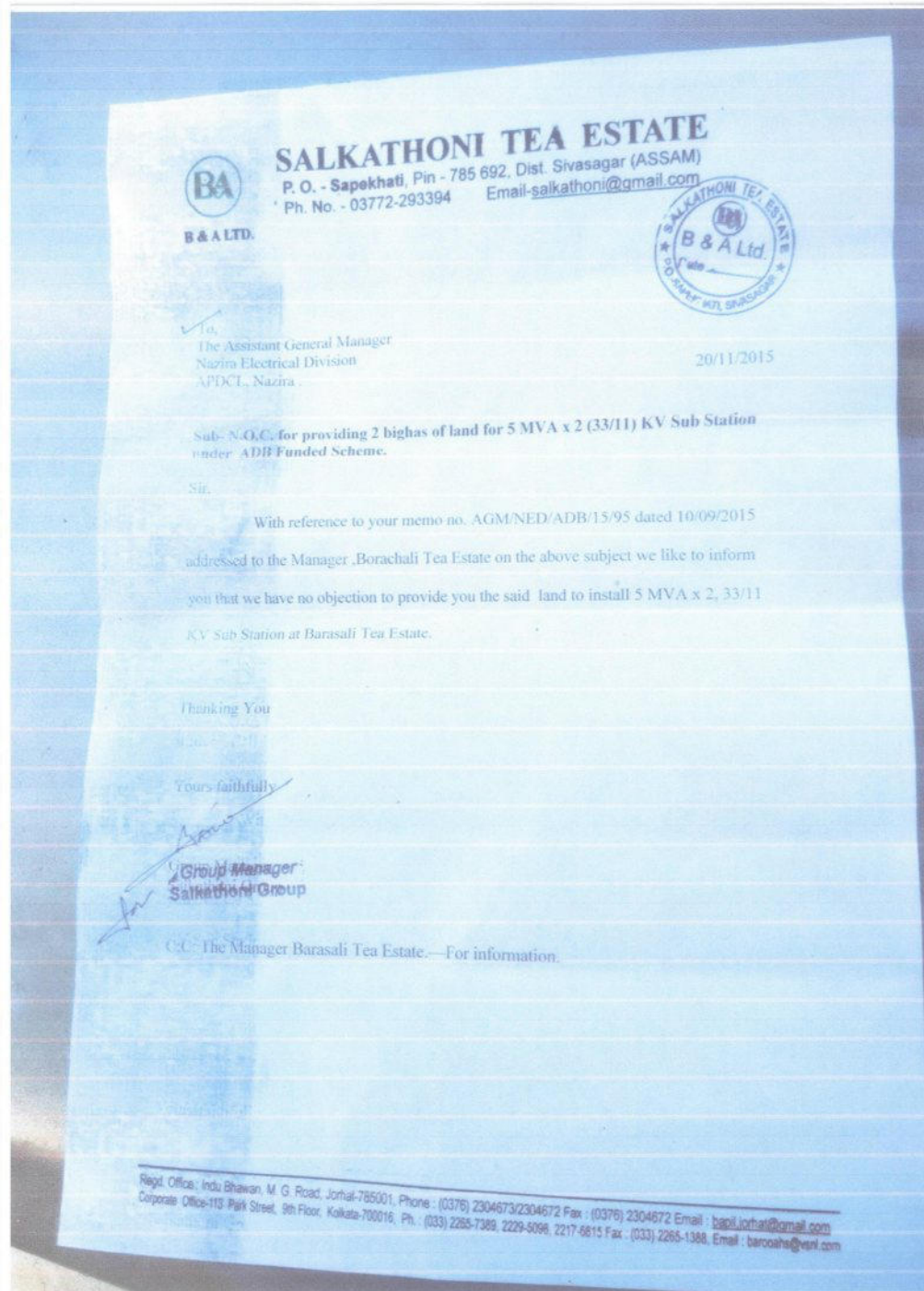
Yours faithfully,

Assistant General Manager
Nazira Electrical Division
APDCL, Nazira
Dtd. 10.09.2015

Memo No - AGM/NED/ADB/15/ 951-52
Copy to:-

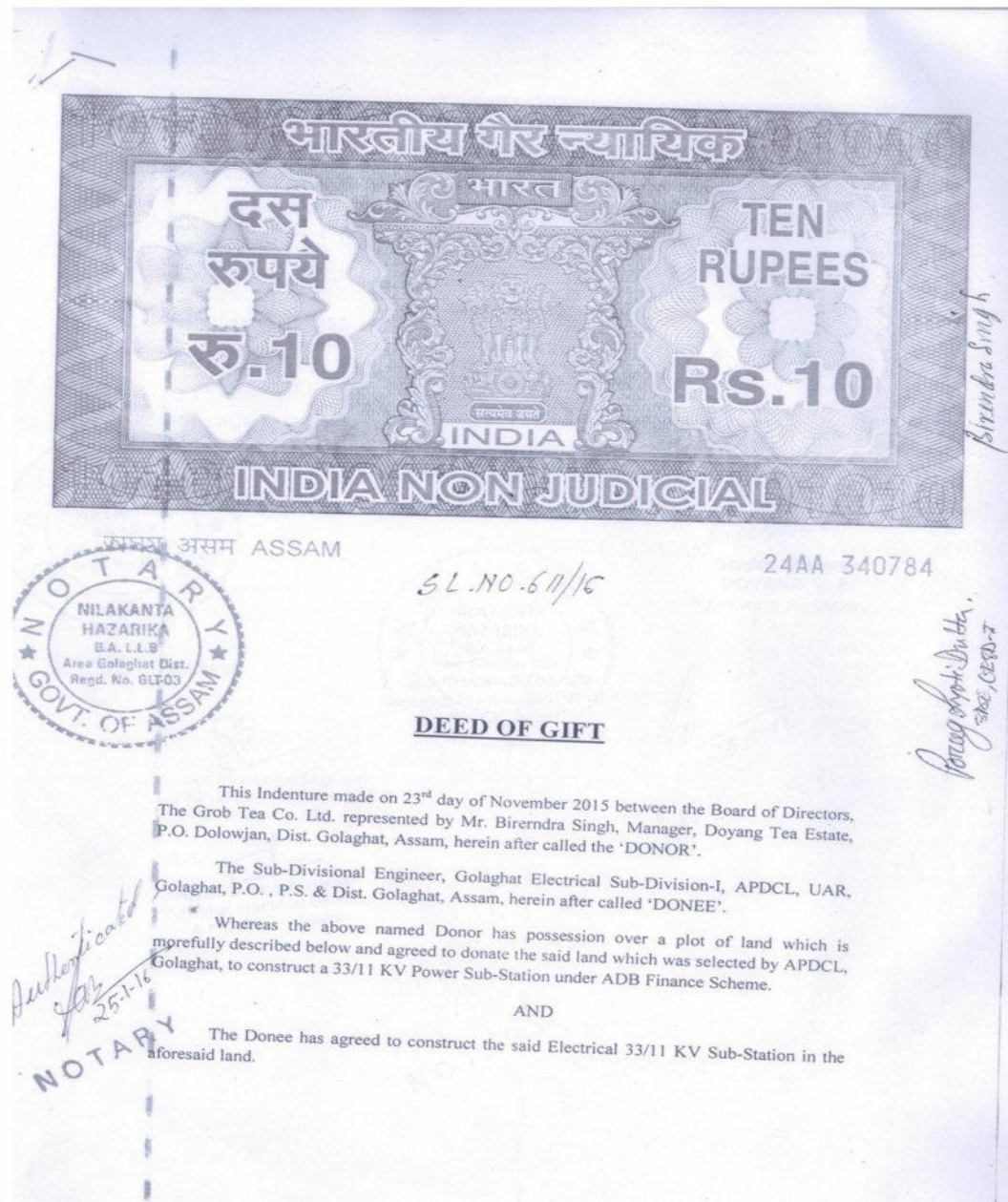
1. The Group Manager, Salkathasi T.E. for favour of information and necessary action.

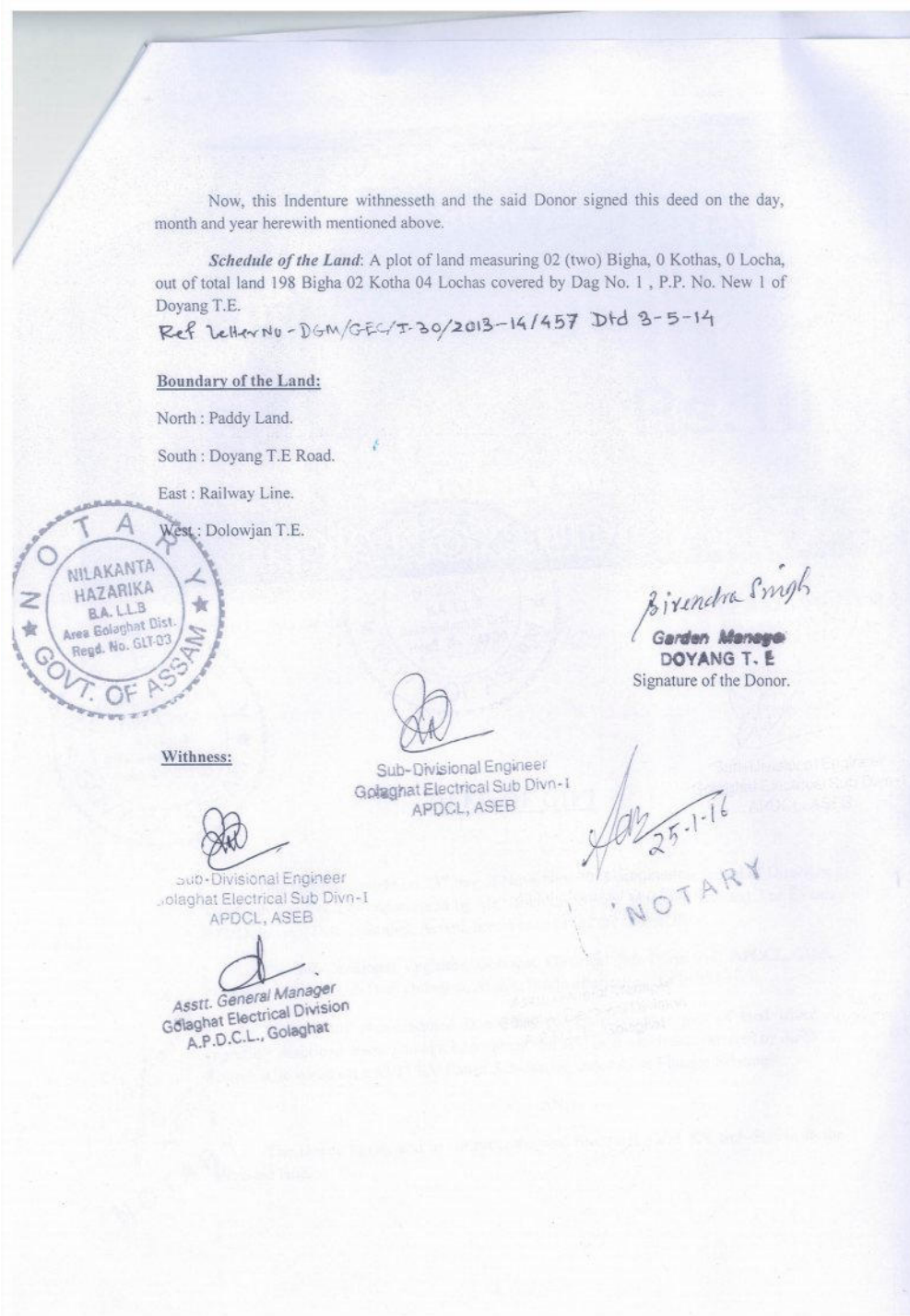



Assistant General Manager
Nazira Electrical Division
APDCL, Nazira



9. Doloujan (Dayang) Sub-station





**THE GROB TEA CO. LTD.**

DOYANG TEA ESTATE
P. & T. O. : 'OATING'
PIN CODE : 785621
GOLAGHAT (ASSAM)

RLY. STN. : OATING
PHONE : (R) 241028 (O) 241032
STD CODE NO. : 03774
AIR : JORHAT
ROAD : GOLAGHAT

Ref no: 625

Date: 31/10/2015

To
The Deputy General Manager,
Golaghat Electrical Circle,
APDCL, Golaghat.

**Sub: Land for Construction of 33/11 kv sub-station
under ADB Funded scheme.**

Dear Sir,

In reference to the above we would like to inform that we have **no objection** to provide two bighas of land for construction of 33/11 kv sub-station of 10 MVA capacity sanctioned under ADB Tranche - 4.

Thanking you,

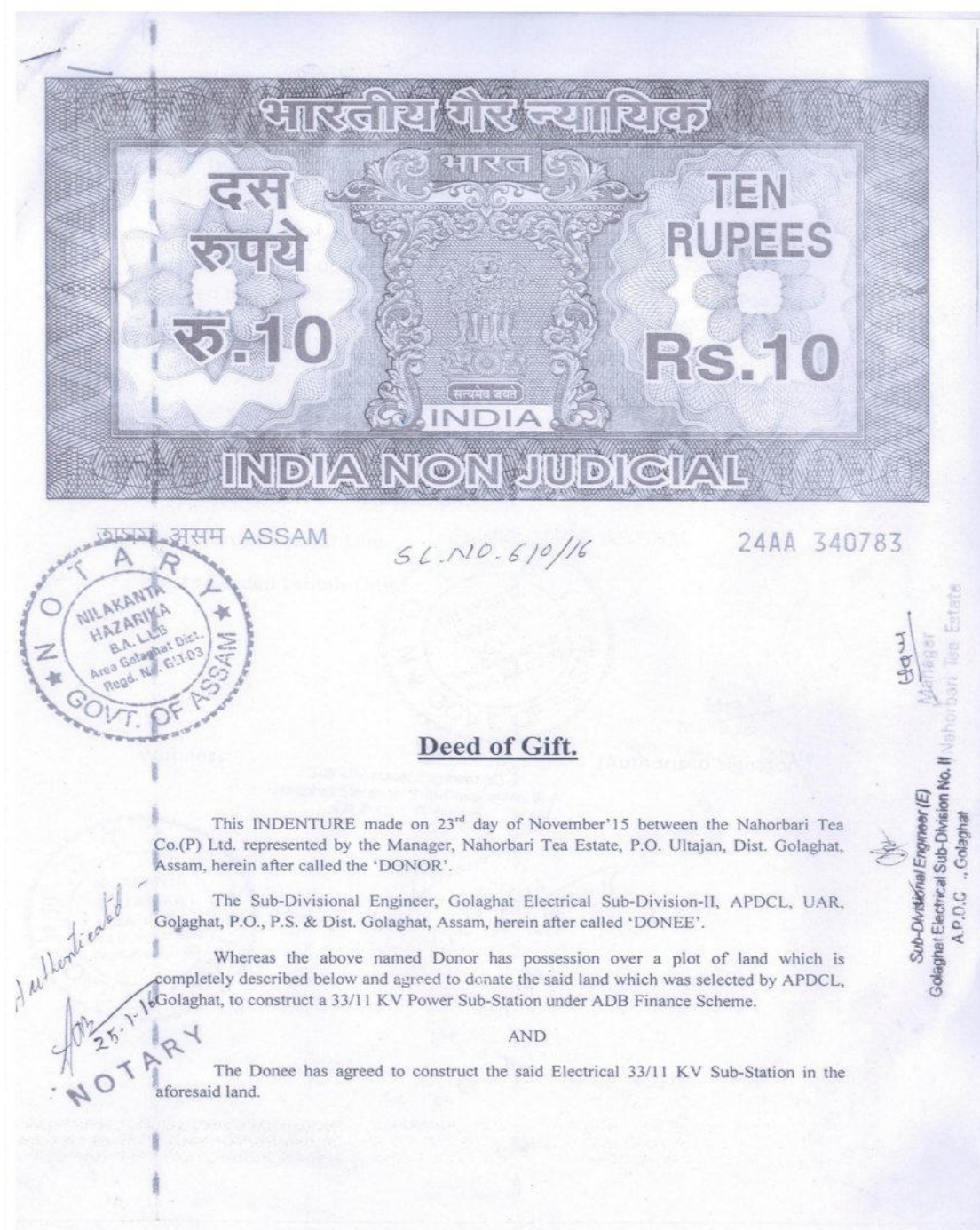
Yours faithfully


Manager

CC to: 1. Grob Tea Co. Ltd.
2. AGM, GED, APDCL, Golaghat for your kind information.
3. SDE, GESD -I, for your kind information.

"Haute Street", 9th Floor, 86A, Topsia Road (S), Kolkata - 700 046
Phone : +91-33-4003-1325 / 26, +91-33-4004-0891, Fax : +91-33-4004-0892
E-mail : grobtea@rawalwasia.co.in

10. Phulangani (Naharbari) Sub-station



Now, this Indenture witnesseth and the said Donor signed this deed on the day, month and year herewith mentioned above.

Schedule of the Land: A plot of land measuring 02 (two) Bigha, 0 Kothas, 0 Locha, out of total Land 25 Bigha 04 Kotha 16 Loochas covered by Dag No. 16, P.P. No. 1 (Tea Periodic) of Nahorbari Tea Co.(P) Ltd.

Boundary of the Land:


North : Kowari Road.

South : Nahorbari T.E. Kabarsthan.

East : Garden Labour Line.

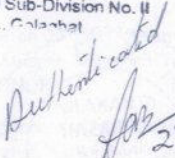
West : Garden Labour Line.

Witness:

✓ 
Sub-Divisional Engineer (E)
Golaghat Electrical Sub-Division No. II
A.P.D.C. Golaghat


Manager
Nahorbari Tea Estate
(Authorised Signatory)




25-1-16
NOTARY

NAHORBARI TEA ESTATEP.O. & Dist. Golaghat
ASSAM

STD Code : 03774

Date: 6-11-2015

To,
The Assistant General Manager,
Golaghat Electrical Division,
APDCL, Golaghat.

Sub: Dedicated Feeder – Land for construction of 33/11KV Sub-station

Ref: Your Memo No: GESD-II/L - /15 dated 6th October, 2015

Sir,

With reference to the subject cited under reference as noted above, the company is pleased to offer you the land measuring 2B 0K out of 25 B 4K 16L of land under Dag No. 16, Patta No. 1 (Tea Periodic), falling under Morangi Mouza, Golaghat. The land is in the name of Nahorbari Tea Co. (P) Ltd.

The Company is willing to give the land for the sole purpose of construction of 33/11 KV substation on the said land by APDCL. The said land will be offered to the APDCL free of cost only for the specific work and could not be used for any other purpose.

We would like to request the APDCL, that showing a gesture to the company in return they provide us with the Dedicated Line from the feeder on first preference including the installation cost of the dedicated line.

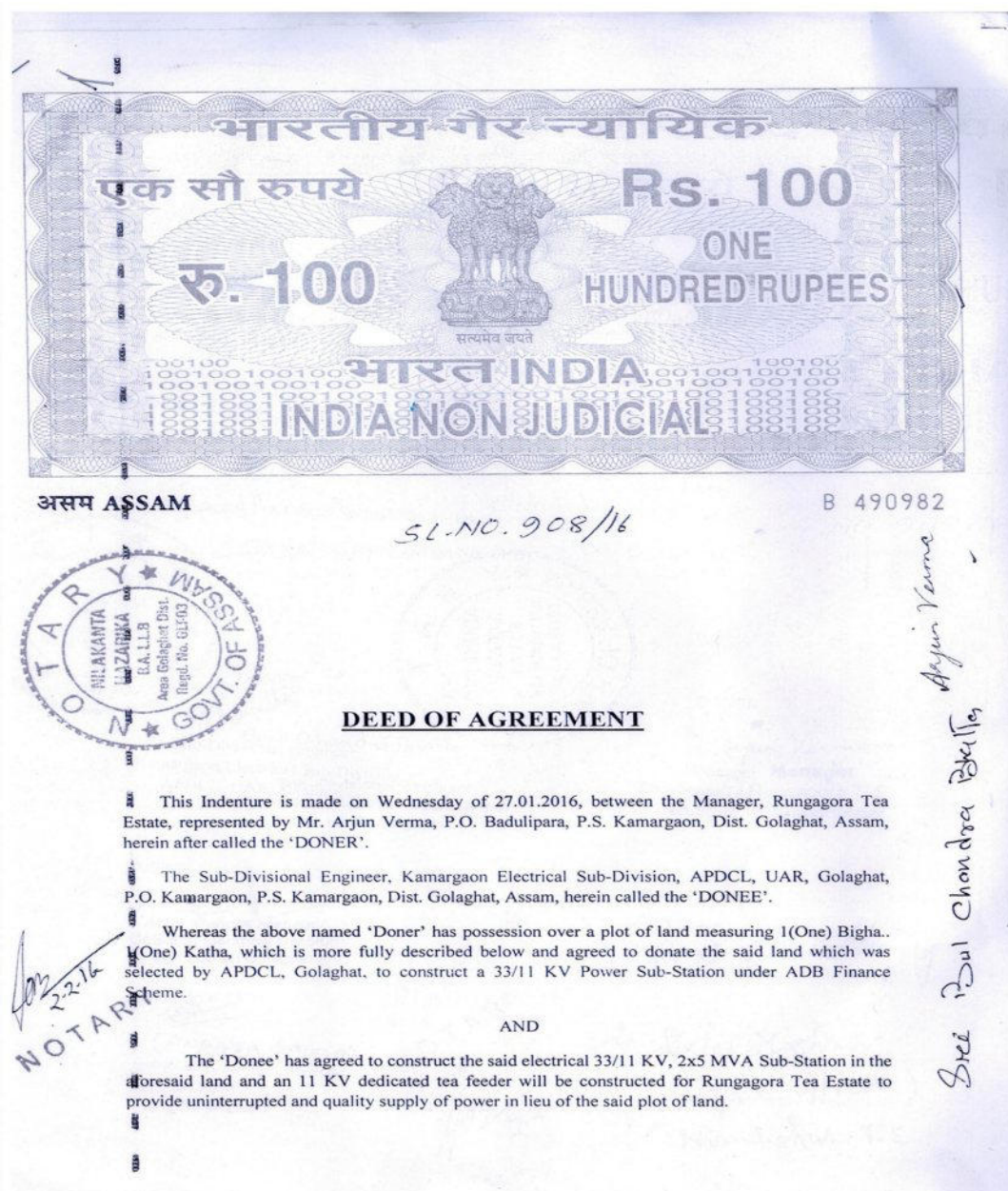
Please confirm.

Thanking you,

Yours faithfully,


Manager.Manager
Nahorbari Tea Estate

11. Rangagora (Radhabari) Sub-station



Now, this Indenture witnessed and the said 'Doner' signed this deed on the day, month and year herewith mentioned above.

Schedule of land : A plot of land measuring 01(One) Bigha, 01(One) Katha & 0 Locha, out of total land measuring 1905 Bighas, 0 Katha & 01 Locha, covered by Dag No. 197, T.P.P. No.1 of Rungagora Tea Estate.

Boundary of Land:

North :: Rungagora Tea Estate, Section No. 15(D).
South :: N.H. - 37
East :: Rungagora Tea Estate, Section No. 15(D).
West :: Rungagora Tea Estate, Section No. 14(B).

NOTARY
NILAKANTA HAZARIKA
B.A. LL.B.
Area Golaghat Dist.
Regd. No. CLT-03
GOVT. OF ASSAM

DONEE
[Signature]
Sub-Divisional Engineer
Kamargaon Electrical Sub-Division
APDCL, UAR, Kamargaon
Asst. B Kamargaon

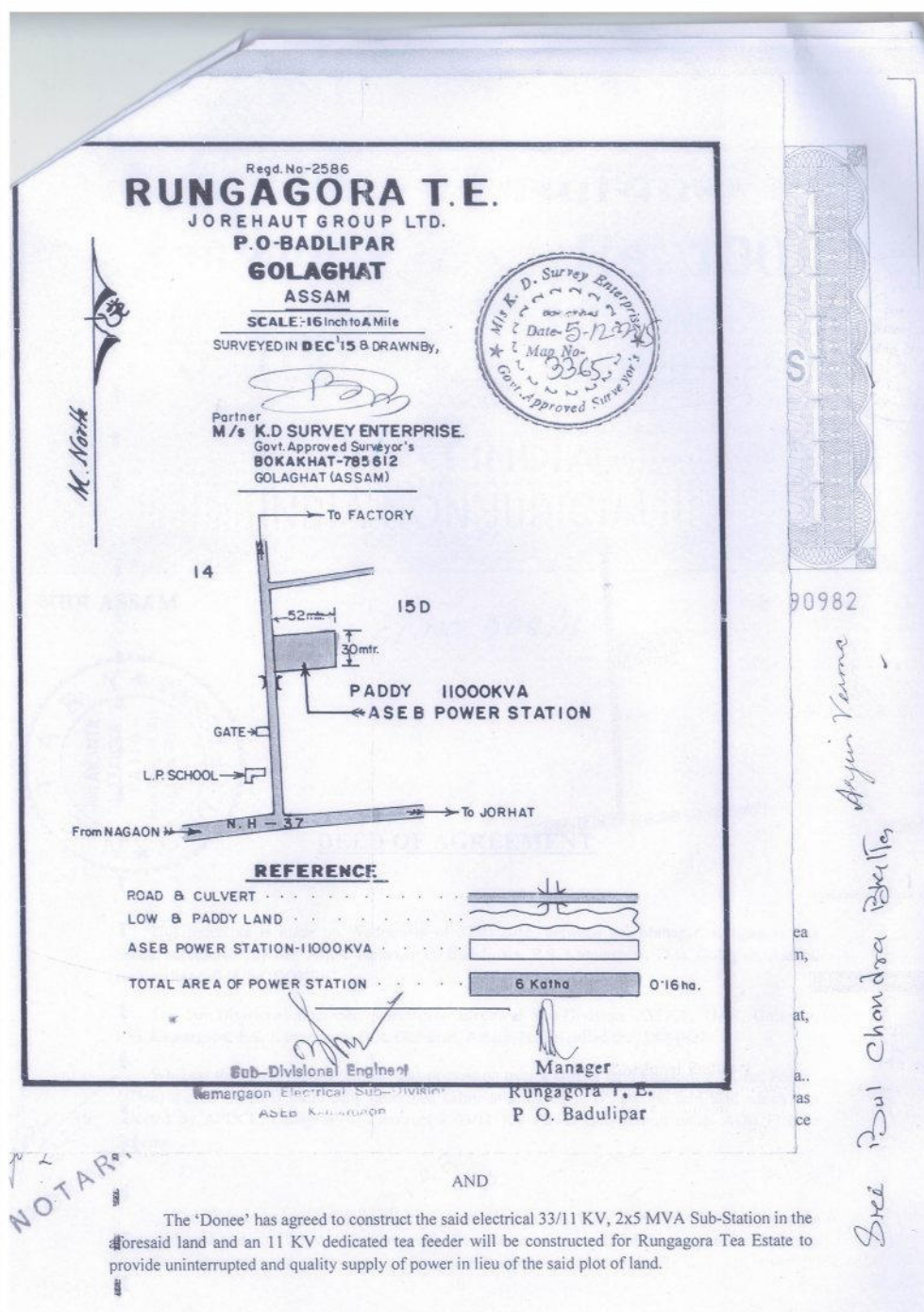
DONER
[Signature]
Manager
Rungagora Tea Estate
P.O. Badulipara, Golaghat

Witness:
1) *[Signature]*
Asstt. General Manager
Golaghat Electrical Division
A.P.D.C.L., Golaghat

[Signature]
(ANANTA SAIKIA)
Kamargaon Elect Sub-Division
APDCL, A.S.F. S
Kamargaon

Witness:
1) *[Signature]*
R. N. Chaudhary
2) *[Signature]*
Dilep Mishra
(Welfare officer)
Nimalishur T.E.

NOTARY
2-2-16



12. Bedeti Sub-Station



McLEOD RUSSEL INDIA LIMITED

BEHALI TEA ESTATE

P.O. & T.O. BEDETI, DIST. SONITPUR, ASSAM- 784 179

TELEPHONE: (03715) 242036(O), 242032(R)

JE (C)
Pl. mail to Gm (C) for
2000 T.E. 2 in 3100m
Bedeti sis. for 400m
compliance
3/5/14

NOC

To

Assistant General Manager

Chariali Electrical Division

APDCL, CAR, Biswanath Chariali

Dear Sir,

Construction of 33/11 KV Sub-station at Behali T.E.

We acknowledge receipt of your letter No. AGM/CED/T33/2014/8564, dated 07.02.2014 requesting for permission from the Management of Behali T.E. for construction of 33/11 KV Sub-station on this estate. The Management of Behali T.E. is hereby pleased to grant N.O.C. to the APDCL, CAR, Biswanath Chariali for construction of the aforesaid 33/11 KVA Sub-Station subject to fulfillment of the following

- That the land allotted for construction of the 33/11 KV Sub-Station is within the grant area of Behali T.E. having Dag No. 311, Patta No. 1 of Mouza Behali bounded by Factory in the North, Rail Way Line in the South, Agriculture Land in the East, and Estate Hospital in the West.
- That the APDCL, CAR, Biswanath Chariali would undertake to construct the above 33/11 KV Sub-Station only.
- That no responsibility / liability would be entrusted on the Management of Behali T.E. towards construction and maintenance of the aforesaid 33/11 KV Sub-Station.
- That the Management would not be responsible for the safe custody of the facilities including movable and immovable property placed within the premises.
- That the APDCL, CAR, Biswanath Chariali confirms and commits that no other activities apart from 33/11 KV Sub-Station as listed in (b) above would be undertaken in the Behali T.E.
- That the Management will also not be responsible for provision of electricity or water or any other facility to the premises.
- It may also be noted that the land over which the construction of the 33/11 KV Sub-Station would take place solely belongs to the Management of Behali T.E.

- h) That should there be any material damage or loss of life due to accident arising directly or indirectly from the aforesaid 33/11 KV Sub-Station the Management of this Estate would not be liable for any compensation

In case the above terms are acceptable to you, kindly affix your seal and signature on the duplicate copy of this letter as a token of your acceptance and return the same to the undersigned for record.

Yours faithfully


Manager
KOLED NUSSEL INDIA Ltd.
Behall Tea Estate
Manager

Signature & Seal of the _____ (Proposing Party)

03/03/2014



Assam Power Distribution Company Limited (APDCL) Telephone: 784110-22222
O/o the Assistant General Manager,
Chariali Electrical Division, Biswanath Chariali-784176 E-mail: seniormanager.ced@gmail.com

No. AGM / CED / APDCL / CAR / T-33 / 2015/...4096-97.....Date...15.10.15.....

To

The Manager
Bihali Tea Estate, Bihali

Sub :- Allotment of land as donation to APDCL for 33/11 KV S/S at Bihali Tea Estate

Ref :- Your NOC dated 03.03.2014 for construction of 33/11 KV S/S at Bihali Tea Estate.


Sir,

With reference to the above, this is to inform you that the construction of 33/11 KV S/S at Bihali Tea Estate under ADB Scheme is not yet started due to non getting of land ownership by APDCL as per clause(g) mentioned in the NOC dated 03.03.2014 issued from your end.

As such, You are requested to donate the above mentioned land to APDCL for fulfillment of the condition to be followed for the construction of the proposed Sub-Station.


Enclosed :
Your NOC dated 03.03.2014

Yours faithfully


Assistant General Manager
Chariali Electrical Division
APDCL (CAR), Biswanath Chariali

Memo No AGM / CED / APDCL / CAR / T-33 / 2015/...4096-97.....Date...15.10.15.....
Copy to :

1. The Chief Executive Officer, Tezpur Electrical Circle for favour of kind information.
2. Office copy.


Assistant General Manager
Chariali Electrical Division
APDCL (CAR), Biswanath Chariali



**McLEOD RUSSEL INDIA LIMITED****BEHALI TEA ESTATE**

P.O. & T.O. BEDETI, DIST. SONITPUR, ASSAM- 784 179

TELEPHONE: (03715) 242036(O), 242032(R)

E.mail : info@mcleodrusselindia.com

Date: 12.01.2016

To,
✓ Assistant General Manager
Chariali Electrical Division
APDCL(CAR)
Biswanath Chariali

Dear Sir,

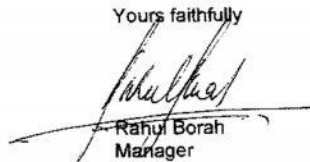
33/11 KV Sub Station

Reference your letter No. AGM/CED/APDCL/CAR/T-33/2015/4096 dated 15th October, 2015, the NOC dated 3rd March 2014 stands.

Secondly, the company is not in a position to donate the said land proposed for construction of 33/11 KV Sub Station.

Trust, above clarifies the matter.

Yours faithfully


Rahul Borah
Manager

CC:
The Chief Executive Officer
Tezpur Electrical Circle

The Visiting Agent
Pertabghur

The General Manager
Monabarie


Registered Office : Four Mangoe Lane, Surendra Mohan Ghosh Sarani , Kolkata – 700 001

A Williamson Magor Group Enterprise

13. Bindukuri Sub-Station

Inspection of 33/11 KV Sub-station

20/11/15


McLeod Russel India Limited.
TEZPORE & GOGRA TEA ESTATE
P.O. BINDUKURI, DIST. SONITPUR, ASSAM-784 502
TELEPHONE : 03714-292535 / 292533 (G), 292532 (R)
e-mail : tezapore.gogra@mcleodrusseel.com

To,
The Assistant General Manager,
Tezpur Electrical Division
APDCL, Tezpur

10/12/2015

Dear Sir,

SUB : Construction of 33/11 KV 2 x 5 MVA Bindukuri Sub-station
Under ADB Scheme

We acknowledge receipt of your letter No.APDCL/CAZ/AGM.TED/TEZ/T-93-12/2015/2127 dated 17/10/2015, requesting for permission from the Management of Tezapore & Gogra T.E. for construction of 33/11 KV Sub-Station on this estate. The Management of Tezapore & Gogra T.E. is hereby pleased to grant N.O.C. to the APDCL, Tezpur for construction of the aforesaid 33/11 KVA Bindukuri Sub-Station subject to fulfillment of the following.

- That the land allotted for construction of the 33/11 KV Sub-Station is within the grant area of Tezapore & Gogra T.E. having Dag No. 236/311, Patta No. 1/9 of Mouza Goroimari bounded by Factory in the East, Railway line in the North, Agricultural land in the South and Estate Hospital in the West.
- That the APDCL, CAR, Tezpur would undertake to construct the above 33/11 KV Sub-Station only.
- That no responsibility / liability would be entrusted on the Management of Tezapore & Gogra T.E. towards construction and maintenance of the aforesaid 33/11 KV Sub-station.
- That the Management would not be responsible for the safe custody of the facilities including movable and immovable property placed within the premises.
- That the APDCL, CAR, Tezpur confirms and commits that no other activities apart from 33/11 KV Sub-Station as listed in (b) above would be undertaken in the Tezapore & Gogra T.E.
- That the Management will also not be responsible for provision of electricity or water any other facility to the premises.
- It may also be noted that the land over which the construction of the 33/11 KV Sub-Station would take place solely belongs to the Management of Tezapore & Gogra T.E.
- That should there be any material damage or loss of life due to accident arising directly or indirectly from the aforesaid 33/11 KV Sub-Station the Management of this Estate would not be liable for any compensation.

In case the above terms are acceptable to you, kindly affix your seal and signature on the duplicate copy of this letter as a token of your acceptance and return the same to the undersigned for record.

Yours faithfully,
McLEOD RUSSEL INDIA LIMITED
[Signature]
Manager
TEZPORE & GOGRA T.E.
Tezapore & Gogra T.E.

Signature & Seal of the *[Signature]* (Proposing party)
Registered Office
Four Mangoe Lane, Surendra Mohan Ghosh Sarani, Kolkata - 700 001
A Williamson Magor Group Enterprise