

नगर निगम शिमला

नगर निगम शिमला की वर्ष 2020-21 की 9वीं साधारण बैठक रिनांक 29.12.2020 को अपराह्न 2.30 बजे सचिवालय भवन में Physically व Video Conferencing के माध्यम से (on line and Off line both) हुई, के कार्यवृत्त।

उपरिधत:

1.	श्रीमती सत्या कौण्डल	मा० महापौर-समापति
2.	श्री शैलेन्द्र चौहान	मा० उप-महापौर
3.	श्री सुरेश भारद्वाज	मा० शहरी विकास मन्त्री (सह सदस्य)
4.	श्रीमती तनुजा चौधरी	मा० पार्षद
5.	श्री संजीव ठाकुर	मा० पार्षद
6.	श्री सुनील घर	मा० पार्षद
7.	श्रीमती कुसुम सदरेट	मा० पार्षद
8.	श्रीमती शैली शर्मा	मा० पार्षद
9.	श्री दिनेश शर्मा	मा० पार्षद
10.	श्री दिवाकर देव शर्मा	मा० पार्षद
11.	श्रीमती किरन बाबा	मा० पार्षद
12.	श्री संजय परमार	मा० पार्षद
13.	श्री आनंद कौशल	मा० पार्षद
14.	श्रीमती सिमी नंदा	मा० पार्षद
15.	श्री जगजीत सिंह बग्गा	मा० पार्षद
16.	श्री विदूषू कुमार	मा० पार्षद
17.	श्रीमती सुषमा कुठियाला	मा० पार्षद
18.	श्री इन्द्रजीत सिंह	मा० पार्षद
19.	श्रीमती अर्चना घयन	मा० पार्षद
20.	श्रीमती किमी सुद	मा० पार्षद
21.	कुमारी जारती चौहान	मा० पार्षद
22.	श्रीमती कमलेश मैहता	मा० पार्षद
23.	श्रीमती शारदा चौहान	मा० पार्षद
24.	श्रीमती रिट्ठ ठाकुर	मा० पार्षद
25.	श्रीमती मीरा शर्मा	मा० पार्षद
26.	श्री कुलदीप ठाकुर	मा० पार्षद
27.	श्री राकेश कुमार शर्मा	मा० पार्षद
28.	श्री राकेश चौहान	मा० पार्षद
29.	कु० विदूषी शर्मा	मा० पार्षद
30.	श्रीमती रचना भारद्वाज	मा० पार्षद
31.	श्रीमती रेनु चौहान	मा० पार्षद
32.	श्रीमती आशा शर्मा	मा० पार्षद
33.	कु० कुसुम सता ठाकुर	मा० पार्षद
34.	श्री पूरन मल	मा० पार्षद
35.	श्री दीपक शर्मा	मा० पार्षद
36.	श्री जसविन्द्र सिंह	मा० पार्षद (मनोनीत)
37.	श्री लेख राज कौण्डल	मा० पार्षद (मनोनीत)
38.	श्री संजीव सुद	मा० पार्षद (मनोनीत)
39.	श्री राजेन्द्र चौहान	मा० पार्षद (मनोनीत)

श्री आशीष कोहली, आयुक्त, नगर निगम शिमला।

शोक प्रस्ताव

सदन की बैठक में श्री अनंद कौशल, मा0 पार्षद ने श्री शांता कुमार, पूर्व मुख्यमंत्री हिमाचल प्रदेश की धर्मपत्नी और नगर निगम शिमला के पूर्व पार्षद श्री देवराज शर्मा के आकस्मिक निधन पर शोक प्रस्ताव पेश किया जिसका समर्थन पूरे सदन ने किया।

सदन द्वारा श्री शांता कुमार, पूर्व मुख्यमंत्री हिमाचल प्रदेश की धर्मपत्नी और नगर निगम शिमला के पूर्व पार्षद श्री देवराज शर्मा के आकस्मिक निधन पर दिवंगत आत्माओं की शान्ति के लिये 2 मिनट का मौन रखा गया।

प्रस्ताव सर्वसम्मति से पारित किया गया।

1.

कार्यवृत्तों की पुष्टि

नगर निगम, शिमला की वर्ष 2020-21 की 8वीं साधारण बैठक जो दिनांक 28.11.2020 को Physically व Video Conferencing के माध्यम से बचत भवन में हुई, के कार्यवृत्तों की पुष्टि की गई तथा सभापति द्वारा इन्हे हस्ताक्षरित किया गया।

M

आयुक्त,
नगर निगम शिमला।

प्रश्न संख्या: 2(1)30

द्वारा : श्री राकेश कुमार शर्मा, मा0 पार्षद

क्रम संख्या	प्रश्न	उत्तर
क)	क्या आयुक्त महोदय बतलाएंगे कि वार्ड 26-पंचाघाटी, 27-कसुम्पटी और वार्ड नं0 29-विकासनगर की सीमा की सही जानकारी उपलब्ध करवाई जाये कि किस-किस वार्ड में कौन-कौन सा क्षेत्र पड़ता है? पूर्ण ब्यौरा सदन पटल पर रखें।	<p>वार्ड नं. 26-पंचाघाटी, वार्ड नं. 27-कसुम्पटी और वार्ड नं. 29-विकासनगर की सीमा व इन वार्डों में पड़ने वाले क्षेत्रों का विवरण निम्नप्रकार से है:-</p> <p><u>वार्ड नं0 26-पंचाघाटी</u></p> <p>यह वार्ड उत्तर में मैहली ग्राम पंचायत एरिया, दक्षिण में पदटी गांव, पूर्व में मैहली ग्राम पंचायत एरिया व पश्चिम में SDA Complex क्षेत्रों से घिरा हुआ है। इस वार्ड में निम्नलिखित भवन सम्मिलित है:-</p> <ol style="list-style-type: none"> 1. दूकान जी.पी. बिल्डिंग 2. सरस्वती कैम्पस 3. धारा सरस्वती कैम्पस 4. वर्मा काम्प्लैक्स 5. एस.एस.स्कूल 6. वी.एस.एन.एल. बिल्डिंग 7. सी.आई.डी. कार्यालय 8. मधु शाला 9. शिव मन्दिर 10. ए.एन.शर्मा हाउस 11. लिब्रैरियन काम्प्लैक्स पंचाघाटी 12. आई.ए.एस.कॉलोनी शान्ति विहार 13. शिवनगर 14. ओमप्रकाश हाउस। <p><u>वार्ड नं0 27-कसुम्पटी</u></p> <p>यह वार्ड उत्तर में कसुम्पटी छवरीगढी, दक्षिण में मत्वाणा वार्ड, पूर्व में मैहली व पश्चिम में छोटा शिमला क्षेत्रों से घिरा हुआ है। इस वार्ड में निम्नलिखित भवन सम्मिलित है:-</p> <ol style="list-style-type: none"> 1. दीप शॉप 2. आई.ए.एस. कॉलोनी 3. रानी ग्राउन्ड 4. आई.पी.एच. बसन्त विहार 5. आवास लो.प्रि.वि. कॉलोनी 6. सरकारी आवास 7. पुलिस कॉलोनी 8. बसन्त विहार 9. मोहन लाल हाउस 10. स्वास्थ्य संस्थान परिमहल 11. जीवणू कॉलोनी 12. नागदा हाउस <p><u>वार्ड नं0 29-विकासनगर</u></p> <p>यह वार्ड उत्तर में NH-22, दक्षिण में सेन्द्रल पार्क, पाठक कस्तौनी, शैल राम क हाउस, हरि सिंह हाउस, देव नगर, विकास नगर, पूर्व में देव नगर नाला व पश्चिम में हाडियर शॉप माहूनाग हाडियर, सहानी हाउस (प्रो.वेक्ट अफिस) क्षेत्रों से घिरा हुआ है। इस वार्ड में निम्नलिखित भवन सम्मिलित है:-</p>

		<ol style="list-style-type: none"> 1. मोशल हाडवेयर शॉप 2. माहूनाग हाडवेयर 3. साहनी हाउस (गेजेट ऑफिस) 4. पाटक कॉलोनी 5. हाडसिंग रोड कॉलोनी 6. पिजय नगर 7. संख्यान बिल्डिंग 8. रलीप नेगी बिल्डिंग 9. जागा हाउस 10. कानूनगोड बिल्डिंग 11. हेन चन्द बिल्डिंग 12. सूर्य प्रकाश बिल्डिंग 13. मैहता निवास 14. रश्मि राज बिल्डिंग
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श्री राकेश कुमार शर्मा, मा0 पार्षद ने कहा कि जब वार्ड की सीमाएँ निर्धारित है तो मेरे वार्ड में अतिक्रमण क्यों हो रहा है, श्री राकेश चौहान व श्री राकेश कुमार शर्मा, दोनों पार्षदों में काफी बहस हुई। श्री संजीव ठाकुर, मा0 पार्षद ने कहा कि प्रश्न का उत्तर महापौर व अधिकारियों द्वारा दिया जाना है श्री राकेश चौहान, मा0 पार्षद द्वारा बीच में नहीं बोलना चाहिए जिस पर काफी बहस व शोर-शराबा होने लगा। श्रीमती किरन बावा, मा0 पार्षद ने कहा कि मेरे वार्ड में भी इसी तरह श्री दिवाकर देव शर्मा द्वारा विकास कार्यों का श्रेय लिए जाने की कोशिश की जा रही है। इस सम्बन्ध में श्री दिवेक शर्मा व श्री दिवाकर देव शर्मा, मा0 पार्षदों में आपस में काफी नोक-झोंक हुई। इस बारे अन्य पार्षद भी आपस में ही नोक-झोंक करने लगे, जिसके कारण मा0 महापौर-सभापति ने सदन की कार्यवाही को 10 मिनट के लिए स्थगित कर दिया।

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10 मिनट उपरान्त गाननीय महापौर-सभापति द्वारा सदन की कार्यवाही को पुनः आरम्भ किया गया। बैठक की कार्यवाही आरम्भ होने पर कुमारी आरती चौहान, मा0 पार्षद ने कहा कि वार्ड की सीमाओं को कौन define करता है। मा0 महापौर सभापति ने कहा कि जब चुनाव होते हैं उस समय उपायुक्त द्वारा सीमाओं को निर्धारित किया जाता है। श्री जन्मविन्द्र सिंह, मा0 मनोनीत पार्षद ने कहा कि वार्ड की सीमाओं पर पार्षदों को confidence में लेकर कार्य किए जाने चाहिए। उपायुक्त ने वार्ड सीमाओं के निर्धारण से सम्बन्धित हि0प्र0 नगर निगम अधिनियम 1994 की धारा 6 को सदन में पढ़ कर सुनाया।

Sr.No. and Name of Ward, Extent of ward

26. Pantha Ghatti

Bounded by:-

North: Mehli G.P.area.

South: Patti Village

East: G.P.area Mehli.

West: S.D.A. Complex.

This Ward consists of following Important Buildings:-

Shop G.P.Building, Saraswati Campus, Dhara Saraswati Campus, Verma Complex, S.S.School, BSNL Building, C.I.D. Office, Madu Shala, Shiv Temple, House of A.N.Sharma, Tibetan complex Panthaghathi, I.A.S.colony Shanti Vihar, Shiv Nagar, Om Prakash House.

क्र.सं. व वार्ड का नाम		वार्ड विस्तार
26-पंथाघाटी		द्वितीय इकाई
	उत्तर में	महली ग्राम पंचायत इलाका
	दक्षिण में	पट्टी गांव
	पूर्व में	महली ग्राम पंचायत इलाका
	पश्चिम में	एस.डी.ए. कॉम्प्लेक्स

इस वार्ड में निम्नलिखित महत्वपूर्ण भवन सम्मिलित :-

दुकान, जीपीओ बिल्डिंग, सरस्वती कॉम्प्लेक्स, धारा सरस्वती कॉम्प्लेक्स वर्मा कॉम्प्लेक्स, एस.एस. स्कूल, बीएसएनएल बिल्डिंग, सीआईडीओ कार्यालय, मधु शाला, शिव मन्दिर, एनएनशर्मा हाउस एंजियरिंग कॉम्प्लेक्स, पंथाघाटी, आईएसएल कॉलोनी शान्ति विहार, शिव नगर, ओम प्रकाश हाउस ।

Compared

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RFA

Prakash

Sr. No. and Name of Ward. Extent of ward
27. Kasumpti. Bounded by:-

North: Kasumpti Chatrogi

South: Malyana Ward

East: Mehl

West: Chotta Shirma

This ward consists of following important buildings:-

Deep Shop, IAS Colony, Rani Ground, Colony, IPH, Basant Vihar, House of PWD Colony, Govt. Residence, Police Colony, Basant Vihar, House of Mohan Lal, Health Institute Parimahal, Jewnu Colony, Nagta House.

क्र.सं. व वार्ड का नाम		वार्ड विस्तार
27-कसुम्पटी		दिखा हुआ है।
	उत्तर में	कसुम्पटी छबरोगडी।
	दक्षिण में	मल्याणा वार्ड।
	पूर्व में	महली।
	पश्चिम में	छोटा शिरमा।

इस वार्ड में निम्नलिखित महत्त्वपूर्ण भवन सम्मिलित :-

दीप शॉप, आईएफएसकोलोनी, रानी ग्राउन्ड, आईपीएचएचए बसन्त विहार, आवास लोडिंगकोलोनी, सरकारी आवास, पुलिस कोलोनी, बसन्त विहार, मोहन लाल हॉटल, स्वास्थ्य संस्थान परिवहन, जीवन् कोलोनी, नागटा हॉटल।

Comptroller of

1/29



Sr.No. and Name of Ward, Extent of ward
29. Vikasnagar Bounded by:-

North: N.H 22 to

South: Central Park, Pathak Colony, Chet Ram Kashyap House, Hari Singh House, Dev Nagar, Vikasnagar bounded by MC Boundary.

East: Dev Nagar Nallah.

West: Goel Hardware Shop, Mahu Nag Hardware, House of Sahani, (Project Office)

This ward consists of following Important buildings:-

Goel Hardware Shop, Mahu Nag Hardware, House of Sahani, (Project Office), Pathak Colony, Housing Board Colony, Vijaynagar, Dev Nagar, Sankhyan Building, Dalip Negi Building, Jaina House, Kanungo building, Hem Chand Building, Surya Prakash building, Mehta Niwas building, Rashmi Raj Building.

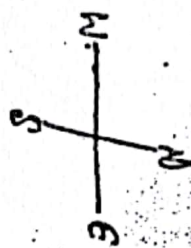
क्र.सं. व वार्ड का नाम		वार्ड विस्तार
29-विकास नगर		विरा हुआ है।
	उत्तर में	राजपथ 22
	दक्षिण में	सेन्ट्रल पार्क, पाठक कॉलोनी, चेत राम कश्यप हॉटल, हरि सिंह हाउस, देव नगर, विकास नगर नगर निगम सीमा से घेरा हुआ।
	पूर्व में	देव नगर नाला।
	पश्चिम में	गोयल हार्डवेयर शॉप, माहु नाग हार्डवेयर, सहाणी हॉटल (प्रोजेक्ट ऑफिस)

इस वार्ड में निम्नलिखित महत्वपूर्ण भवन सम्मिलित :-

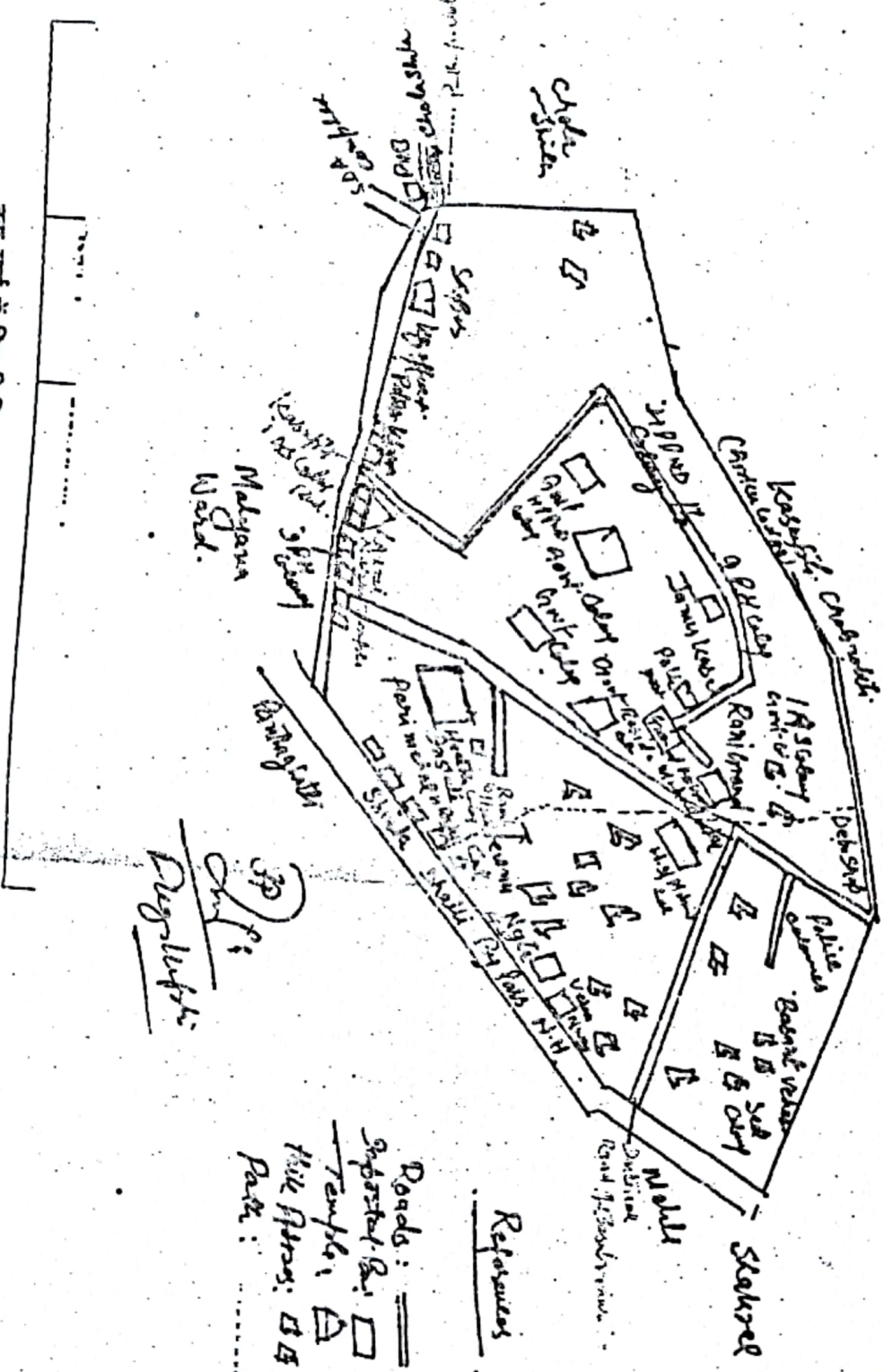
गोयल हार्डवेयर शॉप, माहु नाग हार्डवेयर, सहाणी हॉटल (प्रोजेक्ट ऑफिस) पाठक कॉलोनी, होस्टिंग बोर्ड कॉलोनी, विजय नगर, संजयन बिल्डिंग, दलीप नेगा बिल्डिंग, जाना हॉटल, कानूंगो बिल्डिंग, हेम चंद बिल्डिंग, सूर्य प्रकाश बिल्डिंग, मेधा निवास, रश्मि राज बिल्डिंग।

Completed
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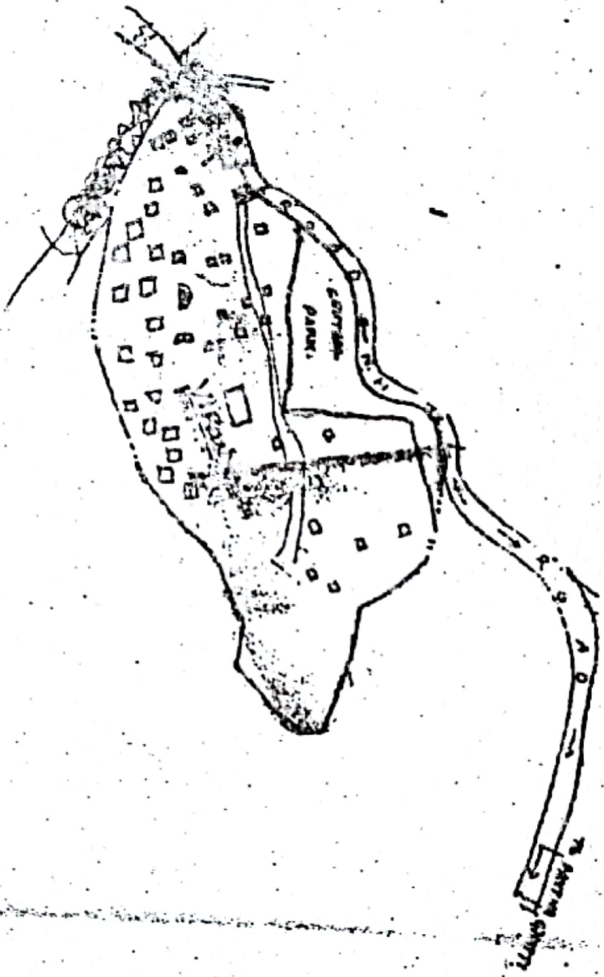
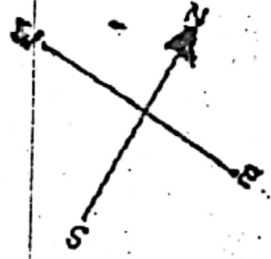


Name of host Kasabhi



इस चार्ट में निम्नलिखित महत्त्वपूर्ण भवन चिह्नित :-

PREPARED BY:
Vishu-Naga



REFERENCES

- (i) BOUNDARY LINE —
- (ii) PLOUGH STRAW
- (iii) LIMB ANTHANT BOWL

Vishu-Naga
20/10/2020

एकस, देव नगर, विन्ना नगर नगर निगम सीमा से धीरा हुआ

श्री १
श्री २

प्रश्न संख्या: 2(2)31

द्वारा : श्रीमती सिमी नंदा, मा0 पार्षद

क्रम संख्या	प्रश्न	उत्तर
	What is the status of link road proposed from Kainth Estate to Bye Pass road abutting Ramnagar area?	An estimate amounting to Rs.37,87,800/- only has been prepared for this work. Now the estimate is in process for administrative approval and expenditure sanction.

श्रीमती सिमी नंदा, मा0 पार्षद ने कहा कि कार्य का प्राकलन बने हुए एक साल से अधिक समय हो चुका है। इसमें अभी तक कार्यवाही क्यों नहीं हुई है यह कार्य कब तक होगा? अधिशाषी अभियन्ता, मार्ग एवं भवन विभाग ने आयुक्त के माध्यम से सदन को अवगत करवाया कि प्राकलन प्रशासनिक रवीकृति हेतु भेजा गया है। मा0 पार्षद ने कहा कि यह मामला भी part wise सदन की बैठक में लाया जाए।

प्रश्न संख्या: 2(3)32

द्वारा : श्री राकेश चौहान, मा0 पार्थद

क्रम संख्या	प्रश्न	उत्तर
क)	क्या आयुक्त महोदय बतलाएंगे कि जैसेकि मैंने कुछ गहने पहले शिमला प्रबन्धन निगम लि0 द्वारा नगर निगम शिमला का पुराना कबाड़ (Scrab) बिना किसी अनुमति के बिक्रय करने का मामला मान्य सदन में उठाया था इस बारे जो जांच चल रही थी उस पर क्या-क्या कार्यवाही की गई है? इसका पूर्ण ब्यौरा एवं जांच रिपोर्ट सदन पटल पर रखें।	शिमला जल प्रबन्धन निगम लि. द्वारा पुराने कबाड़ (Scrab) के बिक्रय करने से सम्बन्धित मामले में जांच पूर्ण कर ली गई है। जांच रिपोर्ट प्राप्त होने के उपरान्त मामला सचिव (शहरी विकास), डि0प्र0 सरकार को कार्यालय पत्र दिनांक 04.05.2020 द्वारा भेजा गया है। मामला सरकार के विचाराधीन है।

श्री राकेश चौहान, मा0 पार्थद ने कहा कि यह मामला सरकार को कब भेजा गया। आयुक्त ने सदन को अवगत करवाया कि यह मामला सरकार को 4 मई 2020 को भेजा गया है।

प्रश्न संख्या: 2(4)33

द्वारा : श्रीमती किरण बावा, मा0 पार्षद

क्रम संख्या	प्रश्न	उत्तर
क)	क्या आयुक्त महोदय बतलाएंगे कि स्मार्ट सिटी के norms के तहत last mile connectivity में बालूगंज वार्ड नं0 8 आता है या नहीं? आता है तो कितना आता है और यदि आता है तो मेरे द्वारा दिए गए कार्यों को प्राथमिकता क्यों नहीं दी गई? पूर्ण ब्यौरा सदन पटल पर रखें।	<p>The works under Shimla Smart City Ltd. are being implemented in line with guidelines/advisories issued by MoHUA, Govt. of India and the respective BoD decisions from time to time.</p> <p>The Smart City proposal as finalised by Govt. of India during 2017-18 is based upon the Area Based Development without any classification/segregation w.r.t. different wards.</p> <p>This fact was also presented by the MD-cum-CEO, SSCL-cum-Commissioner, MC in MC House held during September 2020.</p>

श्रीमती किरण बावा, मा0 पार्षद ने कहा कि मैं उक्त प्रश्न के उत्तर से सहमत नहीं हूँ क्योंकि जो प्रश्न मेरे द्वारा पूछा गया था उसका सही उत्तर नहीं दिया गया है। मेरे द्वारा स्मार्ट सिटी के लिए 17 कार्य दिए गए थे वह क्यों नहीं हुए? अतिरिक्त आयुक्त ने आयुक्त के माध्यम से सदन को अवगत करवाया कि स्मार्ट सिटी में सभी वार्डों की proposal भेजी गई है। भेजी गई प्रस्तावनाओं पर BOD की बैठक में निर्णय लिए जाते हैं। 5 करोड़ के कार्य जो BOD की बैठक से स्वीकृत हुए हैं उसकी सूची उपलब्ध करवा दी जाएगी। कु0 आरती चौहान, मा0 पार्षद ने कहा कि इंजनघर में स्मार्ट सिटी के तहत एक बुक कैफे बनना या उस कार्य का क्या हो रहा है। श्री आनंद कौशल, मा0 पार्षद ने कहा कि टुटीकण्डी में भी बुक कैफे बनना था उस पर क्या कार्यवाही हो रही है। अतिरिक्त आयुक्त ने आयुक्त के माध्यम से सदन को अवगत करवाया कि इस मामले को प्राथमिकता के आधार पर देख लिया जाएगा। श्री दिवाकर देव शर्मा, मा0 पार्षद ने कहा कि last mile connectivity होनी चाहिए। हमारे द्वारा काफी प्रोजेक्ट दिए गए थे जिसमें पार्किंग का भी एक component था Last में पता चलता है कि कई components खत्म कर दिए गए हैं। श्री राकेश चौहान, मा0 पार्षद ने कहा कि पंथाघाटी चौक भी चौड़ा होना चाहिए। आयुक्त ने सदन को अवगत करवाया कि component में पार्षदों की मुख्य मांगों की proposal बनाकर भेजा गया था जिसमें Widening of road के कार्य भी हैं। Worthy Chief Secretary की अध्यक्षता में BOD की बैठक हुई थी जिसमें मा0 महापौर ने भी अग्रह किया कि Widening of road के कार्य स्मार्ट सिटी के तहत किए जाए जिसमें 7 करोड़ के 22 प्रोजेक्ट थे। CEO Smart City से भी Widening of road के कार्य स्मार्ट सिटी प्रोजेक्ट के तहत किए जाने बारे बात हुई है उन्होंने ने कहा है कि इसे consider किया जाएगा। श्रीमती तनुजा चौधरी, मा0 पार्षद ने कहा कि मेरे वार्ड में एम्बुलेंस रोड किसके कहने पर बन्द किया गया इससे लोगों को बहुत परेशानी हो रही है रोड की ड्रेन भी बन्द की गई है। आयुक्त महोदय ने अधिशाही अभियन्ता मार्ग एवं भवन विभाग को निर्देशित किया कि मौका पर जा कर इस मामले को सुलझाया जाए।

प्रश्न संख्या: 2(5)34

द्वारा : श्रीमती शैली शर्मा, मा0 पार्षद

क्रम संख्या	प्रश्न	उत्तर
क)	क्या आयुक्त महोदय बतलाएंगे कि वार्ड समा के लिए minimum quorum क्या है? पूर्ण ब्यौरा सदन पटल पर रखें।	हि0 प्र0 नगर निगम अधिनियम, 1994 के अन्तर्गत वार्ड समा के लिए minimum quorum निर्धारित नहीं है।

श्रीमती शैली शर्मा, मा0 पार्षद ने कहा कि वार्ड समा के लिए minimum quorum के लिए कितने लोगों की आवश्यकता होती है? आयुक्त ने सदन को अवगत करवाया गया कि HPMC Act, 1994 के अनुसार वार्ड समा के लिए minimum quorum निर्धारित नहीं है। परन्तु इस मामले को Director UD व सरकार से Take-up किया जाएगा।

प्रश्न संख्या: 2(6)35

द्वारा : श्री सुनील घर, मा0 पार्षद

क्रम संख्या	प्रश्न	उत्तर
क)	क्या आयुक्त महोदय बतलाएंगे कि कैथू वार्ड में तारा हाल स्कूल के नजदीक बने पुराने रिक्शा शैड जिसका मालिकाना हक नगर निगम का है को नगर निगम शिमला द्वारा वर्ष 2015 में अनसेफ घोषित किया गया था परन्तु उस पर अभी तक क्या कार्यवाही की गई है? पूर्ण बौरा सदन पटल पर रखें।	जी हां, कैथू वार्ड में ताराहाल स्कूल के समीप बने पुराने रिक्शा शैड नं0 14, जिसका मालिकाना हक नगर निगम शिमला का है को असुरक्षित घोषित किया गया है। इस शैड के असुरक्षित घोषित होने के समय से लेकर विभाग द्वारा रिक्शा शैड की आबंटी श्रीमती चिन्ता देवी को इसे खाली करने हेतु समय-समय पर पत्राचार किया जाता आ रहा है जिस पर आबंटी द्वारा अपने उत्तर में केवल यही कहा जा रहा है कि उक्त शैड असुरक्षित नहीं अपितु रहने योग्य है और उसके पास इस शैड के अतिरिक्त रहने हेतु कोई भी स्थान/आवास उपलब्ध नहीं है। मामले में वास्तुक योजनाकार, नगर निगम शिमला द्वारा दिनांक 29.07.2020 को हि0प्र0 नगर निगम अधिनियम 1994 संख्यांक 12 की धारा 258 (2) एवं 363 के अन्तर्गत उक्त उक्त शैड को खाली करने हेतु आबंटी श्रीमती चिन्ता देवी को नोटिस जारी किया गया है जिस पर आबंटी अभी भी उक्त शैड को खाली करने को तैयार नहीं है। आबंटी द्वारा उक्त नोटिस का जवाब दायर किया गया है जिस पर नियमानुसार कार्यवाही अमल में लाई जा रही है।

श्री सुनील घर, मा0 पार्षद ने कहा कि जब यह भवन वर्ष 2015 में असुरक्षित घोषित किया गया तो इस कार्यवाही करने के लिए देरी क्यों की जा रही है? आबंटी के साथ एग्रीमेंट हुआ था कि जितना स्थान आबंटी के पास है उतना ही स्थान ही स्थान उसे उपलब्ध करवाया जाएगा। उसके रहने की व्यवस्था क्यों न की जा रही है और यदि उस भवन में कोई हादसा होता है तो इसके लिए कौन जिम्मेदार होगा? इस मामले Process fast किया जाए। आयुक्त ने सदन को अवगत करवाया कि आबंटी जिसके द्वारा असुरक्षित घोषित किए गए भवन को खाली नहीं किया जा रहा है तथा उस पर नियमानुसार कार्यवाही की जा रही है।

प्रश्न संख्या: 2(7)36

द्वारा : श्री विवेक शर्मा, मा0 पार्षद

क्रम संख्या	प्रश्न	उत्तर
क)	क्या आयुक्त महोदय बतलाएंगे कि नगर निगम शिमला में 24x7 हर वार्ड में पानी उपलब्ध करवाने हेतु Pilot Project के तहत संजौली और दुदू क्षेत्र को चिन्हित किया गया था जिसके कुछ माह पूर्व संजौली का लक्ष्य लगभग पूर्ण हो चुका है व दुदू क्षेत्र को अगले 4-6 महीनों में 24x7 पानी मिलना आरम्भ हो जाएगा का आश्वासन इस सदन में दिया गया था उक्त अवधि पूर्ण हो गई है। वर्तमान में दुदू के लिए 24x7 पानी का कार्य कहां तक पहुंचा, क्या स्थिति व कार्य कब तक पूर्ण होने की सम्भावना है? पूर्ण ब्यौरा सदन पटल पर रखें।	हां, यह सत्य है कि नगर निगम शिमला के हर वार्ड में 24x7 पानी उपलब्ध करवाने हेतु Pilot Project के तहत संजौली और दुदू क्षेत्र को चिन्हित किया गया था, इस के तहत संजौली वार्ड का कार्य प्रगति पर है। BOD की दसवीं मीटिंग में यह फैसला लिया गया है कि पूरे शहर में 24x7 का कार्य करना है जिसकी निविदा जल्दी आमंत्रित कर दी जाएगी।

श्री विवेक शर्मा, मा0 पार्षद ने अनुपूरक प्रश्न में कहा कि शिमला जल निगम के BOD की दसवीं बैठक कब हुई थी? Pilot Project के तहत दुदू को लाया जाना क्या एक दिखावा ही था। 24x7 हर वार्ड में पानी उपलब्ध करवाया जाना है यह पूरे शहर का प्रोजेक्ट है जिसमें यह नहीं होना चाहिए कि जो मर्ज परिया है उसे छोड़ दिया जाए। इस कार्य की completion कब तक होगी। श्री दिवाकर देव शर्मा, मा0 पार्षद ने कहा कि जब 25 वार्ड थे तब यह डिफाईन हुआ था कि एक पडला और दूसरा अन्तिम वार्ड Pilot Project के तहत लिया जाए। एक प्रस्ताव भी पारित हुआ था कि दुदू में पानी के कुनैवशनों को मर्ज किया जाए परन्तु उस पर भी कोई कार्यवाही नहीं हुई है। श्रीमती किरन बावा, मा0 पार्षद ने कहा कि मेरे वार्ड में भी तीसरे दिन पानी प्राप्त हो रहा है। श्री विदुट कुमार, मा0 पार्षद ने कहा कि लोगों को बहुत अधिक राशि के बिल दिए जा रहे हैं। उन बिलों को चैक करने बारे कहा गया था उस पर क्या कार्यवाही हो रही है? AGM Water SJPNL ने आयुक्त के माध्यम से सदन को अवगत करवाया कि 315 पानी के अधिक राशि वाले बिल थे जिनमें से 152 चैक कर लिए गए हैं उसमें से तीन मीटर खराब पाए गए 3 बिलों में correction होनी है और बिल ठीक पाए गए हैं अन्य बिलों को चैक किया जा रहा है। 24x7 Pilot Project के बारे पूरी detail उपलब्ध करवा दी जाएगी।

प्रश्न संख्या: 2(8)37

द्वारा : श्री संजीव ठाकुर, मा0 पार्षद

क्रम संख्या	प्रश्न	उत्तर
क)	क्या आयुक्त महोदय बतलायेंगे कि SJPNL में नगर निगम की कितनी हिस्सेदारी है नगर निगम को इसमें कितनी आय हो रही है?	SJPNL में नगर निगम शिमला की 51% की हिस्सेदारी है। नगर निगम शिमला को SJPNL से अभी तक कोई भी आय प्राप्त नहीं हुई है।
ख)	SJPNL की B.O.D. में कितने सदस्य हैं और कौन-कौन है? सूची दी जाए।	SJPNL की BOD में 10 सदस्य हैं जिनका विवरण निम्न प्रकार से है:- 1. श्री अनिल कुमार खावी, मुख्य सचिव। 2. श्री मति सत्या कौडल, महापौर नगर निगम शिमला। 3. श्री प्रबोध सक्सेना, ए.सी.एस. (विस्त)। 4. श्री रजनिश, सचिव (शहरी विकास)। 5. श्री विक्रम लामर, सचिव, (जल शक्ति विभाग)। 6. श्री जगदीश कोहली, आयुक्त नगर निगम शिमला। 7. श्री शैलेन्द्र चौहान, उप-महापौर नगर निगम शिमला। 8. श्री रakesh कुमार मलहोत्रा, स्वतंत्र निदेशक। 9. श्री दिग्विजय चौहान, स्वतंत्र निदेशक। 10. डॉ. ध्रुवेंद्र गिल, प्रबन्धक निदेशक एस.जे.पी.एन.एल.।
ग)	पार्षदों को SJPNL में क्या भूमिका है? Act, की Copy उपलब्ध करवाई जाए।	एस.जे.पी.एन.एल. द्वारा पार्षदों के सुझावों व निर्देशों के अनुसार वार्डों में पानी एवं मल निकासी संबंधित कार्य व रख-रखाव किया जाता है। MOA व AOA की कॉपी साथ संलग्न है।

श्री संजीव ठाकुर, मा0 पार्षद ने कहा कि SJPNL में सदन की स्वीकृति से कार्य हो रहे हैं या BOD में ही कार्य तय किए जाते हैं BOD में दो पार्षद भी सदस्य होने चाहिए। पानी के बिल जब किशतों में दिए जाते हैं तब उस पर surcharge नहीं लगना चाहिए। अतिरिक्त आयुक्त ने आयुक्त के माध्यम से सदन को अवगत करवाया कि कंपनी में company act, के प्रावधानानुसार ही कार्य किया जाता है और उसमें BOD को ही सारी शक्तियां हैं। श्री दिवाकर देव शर्मा, मा0 पार्षद ने कहा कि व्यवसायिक दर से घरेलू दरों पर कुनैक्सनों को नहीं बढ़ा जा रहा है। हर माह पानी के बिल दिए जाने चाहिए। AGM Water SJPNL ने आयुक्त के माध्यम से सदन को अवगत करवाया कि जिन बिलों को किशतों में लिया जा रहा है उनमें surcharge नहीं लिया जाता है जिन फाईलों में दस्तावेज पूरे लगे होते हैं उन कुनैक्सनों को घरेलू दरों पर बढ़ा जा रहा है और यदि ऐसा नहीं हो रहा है तो इस बारे में मामला चैक कर लिया जाएगा।

(THE COMPANIES ACT, 2013)

(COMPANY LIMITED BY SHARES)

MEMORANDUM OF ASSOCIATION

OF

SHIMLA JAL PRABANDHAN NIGAM LIMITED (SJPNL)

Clause - 1 Name Clause: The Name of the Company is: Shimla Jal Prabandhan Nigam Limited

Clause - 2 Regd. Office Clause: The Registered Office of the Company will be situated at Shimla in the State of Himachal Pradesh.

Clause - 3 Objects Clause: Main Objects

The main objects to be pursued by the Company on its incorporation are:

1. To carry out water supply and wastewater management in Greater Shimla Planning Area and other places including raw water off take, treatment and distribution of potable water and recycled non potable water; wastewater collection, treatment, reuse, recycling and disposal and to undertake water and wastewater management activities as designated by the competent authority/(ies) under the Himachal Pradesh Municipal Corporation Act; or the Himachal Pradesh Water Supply Act; or under policy or regulation of Government of Himachal Pradesh or any local body in Himachal Pradesh.
2. To take on lease, license or sale, all tangible and intangible assets of water and wastewater supply and disposal works of Himachal Pradesh Irrigation and Public Health Division I, Shimla and water distribution and sewerage department of Municipal Corporation, Shimla and other Government and municipal agencies.
3. To enter into agreements or Memorandum of Understanding with Shimla Municipal Corporation, departments of the Government of Himachal Pradesh, local bodies of Himachal Pradesh and other Government agencies for water supply and wastewater management and undertake responsibilities therein provided.
4. To develop water and waste water facilities and fecal sludge management facilities for Greater Shimla planning area and other places.

Matters necessary for the furtherance of the objects of the Company:

1. To acquire, establish, construct, create water reservoirs, channels, pumping installations, purification plants, pipe lines, garages, storage sheds and accommodation of all description connected with the business of the Company and to provide, maintain and administer drinking water and wastewater facilities, supplies and distribution to residents, industrial and commercial establishments, townships, residential estates, building yards, railway sheds.
2. To Construct or Build or create barrages, reservoirs, canals and distributaries, drainage canals, navigation works, power-houses, other power structures, electrical transmission lines and substations and such other works and structures as may be required;
3. To promote creative and innovative research in the field of water and waste water related areas to ensure overall sustainability of the services related to scarce water resources and waste water management to ensure efficient water resource management and accelerate the provision of improved environmental sanitation facilities.
4. To develop and establish training and research institutions and conduct workshops for water, sanitation and health education programs and benefit from inter-linkages of national /international academic institutions and organizations and to render services of designing, quality control, technical appraisal inextricably and incidental to water, waste water, sewerage and non conventional project.
5. To reduce impact of natural disasters on natural resources using a multi-sectoral approach and undertake Capacity Building activities
6. To execute, approve, sanction, allot projects related to water, sewerage, waste water, non conventional energy
7. To incorporate joint ventures and subsidiaries and enter in to Public Private Partnerships as may be required.
8. To enter into contracts, partnerships and service delivery arrangements as may be required.
9. To Purchase, take on lease or acquire and hold such movable and immovable property as it may deem necessary and to lease, sell or otherwise transfer any such property;
10. To create agencies, citizen groups and net-works for distribution of drinking water and

management of wastewater and facilitate formation and working of co-operative societies and other organizations or agencies for the better use and distribution of drinking water facilities and wastewater facilities created by the Company;

11. To act as contractors, suppliers, agents, importers and exporters, for any government or autonomous body or any firm, company, organization in the private or public sector in furtherance of any of the objects of the company. In the same way company can apply for tender, purchase or otherwise acquire and contracts, sub-contracts, licenses and concessions for or in relation to the objects or business herein mentioned or any of them and to undertake execute, carry out dispose off or otherwise turn to account the same
12. To establish and maintain agencies, branches or appoint representatives, agents, canvassers, selling and buying agent in India or abroad for sale, purchase, exchange, hire, distribution or for any one or more of the company and to regulate and or discontinue the same.
13. To take or otherwise acquire/ hold share in any other company having object altogether or in similar to those of this company / or / to take part in open market operation towards capitalization.
14. Subject to the provisions of section 2 (68) and 73 of the Companies Act, 2013, and the rules framed there under and directions issued by Reserve Bank of India from time to time as may be applicable to receive money, securities, valuables of all kinds on deposit or safe custody (not amounting to the business of banking as defined under the Banking Regulation Act, 1949) and to borrow or raise money in such manner as the company shall think fit and in particular by issue of debenture or debenture stocks (perpetual or otherwise) and to secure the repayment of any money so borrowed, raised or owing by mortgage, charge or lien upon all or any of the Company's property (both present and future) including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other company or body corporate of any obligation undertaken by the company or any other person or company, as the case may be.
15. To open any kind of account in any bank and to draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instrument of securities for achieving any of the objects of the Company.

16. To invest and deal with the money of the Company not immediately required in such manner as the Company may deem fit to the attainment of main objects of the company.
17. To purchase or otherwise acquire, protect, prolong and renew any patents, rights, inventions, licenses, protections and concessions which may appear likely to be advantageous or useful to the company and to use and turn to account the same and to grant license or privileges in respect of the same.
18. To communicate with chambers of commerce and other mercantile and public bodies throughout the world and concert and promote measures for the protection of the trade, industry and persons engaged therein.
19. To pay any premium or salaries and to pay for any property, rights or privileges acquired by the company or for services rendered or to be rendered in connection with the promotion, formation of or the business of the company or for services rendered or to be rendered by any person, firm or body corporate in placing or assisting to place or guaranteeing the placing of any of shares of the company or any debentures, debenture stock or other securities of the company or otherwise either wholly or partly in cash or in shares, bonds, debentures or other securities of the company and to issue any such shares either as fully paid up or with such amount credited as paid up thereon as may be agreed upon and to charge any such bonds, debentures or other securities upon all or any part of the property of the company.
20. To pay out of the funds of the company all costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the company and to take into consideration and to approve and confirm all acts, deeds and things that may be done or entered into with any person, firm or body corporate by the promoters of the company and further to enter into any agreement, arrangement or contract with the promoters and to reimburse them for all costs and expenses that may be incurred by them in or in connection with the formation or promotion of the company.
21. To subscribe or donate or guarantee money for national philanthropic, charitable, benevolent, public general or useful object, fund or organization, association or institution or for any exhibition or for any purpose which may be likely directly or indirectly to further the objects of the company or the interest of its members subject to the provisions of the Companies Act, 2013.

22. On winding up of the company, to distribute all or any of the property of the company amongst the members in specie or in kind or proceeds of sale or disposal of any property of the company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law and subject further section of Companies Act, 2013.
23. To establish and maintain or procure the establishment and maintenance of any provident fund or any contributory or non-contributory pension or superannuation fund and to give or procure the giving of donations, gratuities, pensions, allowances, emoluments, bonus, profit sharing bonus, benefits or any other payment to any person who are or where at any time in the employment or service of the company or its predecessors in business or of any company which is a subsidiary of the company or is allied to or associated with the company or any such subsidiary or who are or were at any time Directors or Officers of the company or any such other company as aforesaid and the wives, widows, families, dependents or connections of any such persons and to provide for the welfare of all or any of the aforesaid persons from time to time by subscribing, subsidizing or contributing to any institutions, associations, funds, clubs, trusts, profits sharing or other schemes and by building or contributing to the building of dwelling houses or quarters and by providing, subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and to make payments to or towards the insurance of any such person as aforesaid and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid and to regulate and control the terminal/retirement benefits of the retirees of the company that includes but not limited to pension, gratuity and leave encashment.
24. To sell or dispose of the undertaking of the Company or any other part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other association, corporation or company, to promote or aid in the promotion of any other company or partnership for the purpose of acquiring all or any of the properties, rights or liabilities of the Company or for any other purposes which may seem directly or indirectly calculated to benefit the company.
25. (a) To enter into agreements and contracts with foreign individuals, companies or other organisations for purchase of equipments and for technical, financial or any other assistance, for carrying out all or any of the objects of the Company.

(b) To enter into any agreement with any Government or authorities (municipal, local or otherwise) or any corporations, companies or persons which may seem conducive to the Company's objects and to obtain from any such Government, authorities, corporations, companies or persons any contract, right, privilege and concessions which the Company may think desirable and to carry out, exercise and comply with any such contract, right, privilege and concession.

(c) To enter into contracts of indemnity and guarantee.


26. To undertake all the activities of export/import house and foreign exchange dealers as may be permitted by law.
27. To enter into partnership or into any arrangement for joint working, sharing or pooling profits, amalgamation, union of interests, cooperation, joint venture, reciprocal concession or otherwise or amalgamate with any person or company carrying on or engaged in or about to carry on or engaged in any business or transaction which the company is authorised to carry on or engaged in or any business undertaking, or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit the Company.
28. To subscribe for, underwrite, purchase, otherwise acquire and to hold, dispose of any deal with the shares, stocks, securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any Government, authority, corporation or body or by any company or body of persons and any option or right in respect thereof.
29. To create any depreciation fund, reserve fund, sinking fund, insurance fund or any other fund, whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or redeemable preference shares or for any other purposes whatsoever conducive to the interests of the Company.
30. To acquire, stocks or securities in or of any company carrying on any business which this Company is entitled to carry on or of any other company or undertaking the acquisition of which, may seem likely or calculated directly or indirectly to promote or advance the interests of or be advantageous or beneficial to the Company and to sell or dispose of or transfer any such shares, stocks or securities.
31. To promote, organise or carry on the business of consultancy services in any field of activity in which it is engaged in.
32. To promote or concur in the promotion of any company or a Special Purpose Vehicle (SPV), the promotion of which shall be considered desirable in furtherance of the objects or any object of the Company.
33. To lend money on property or on mortgage of immovable property or against Bank Guarantee and to make advances of money against future supply of goods and services on such terms as the Directors may consider necessary and to invest money of the Company in such manner as the Directors may think fit and to sell, transfer or deal with the same.
34. Subject to the provisions of the Companies Act, 2013, may amalgamate or merge with or to amalgamate, any other Company or Companies to be a part of schemes for rescheduling and arrangement including consolidation, merger and division of companies enter into partnership or into any arrangements for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise, with any person or company or companies, enter into






working arrangements of all kinds with companies, corporations, firms or persons and also to make and carry into effect arrangements with respect to union of interest or amalgamation either in whole or in part.




Clause - 4 Liability Clause: Initial shareholding will be limited between the Government of Himachal Pradesh & Shimla Municipal Corporation (SMC) in the 49:51 ratio (Government of Himachal Pradesh: Shimla Municipal Corporation) and this percentage may vary from time to time. The liabilities of the members will be limited to same extent to the amount of their unpaid share capital only. In case of demand from other areas/agencies and involvement of private sector the composition of shareholding will change but the combined shareholding of the Government of Himachal Pradesh and Shimla Municipal Corporation will always be higher than that of other share holders.

Clause - 5 Capital Clause: The Authorized Share Capital of the Company shall be Rs.10,00,000/- (Rupees Ten Lakh only) divided into 10000 (Ten Thousand) Equity Shares of Rs.100/- (Rupees hundred only) each.

Clause - 6 Subscription Clause: We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the company set opposite our respective names:

Sr No	Name Addresses Description and Occupation of Subscribers	No of Equity Shares taken by each subscriber	Signature & Photograph of Subscribers	Name & Address Description, Occupation and Signature of the Witness
1	S. Virend Choudhry Chief Secretary House No. 2 Old Bockhurd Main Karna Range Chota Shimla	1225/ ONE THOUSAND TWO HUNDRED TWENTY FIVE ONLY		"I witness to subscribers who have subscribed and signed in my

<p>2. Lt. Ran Sahay Singh A 28 (111)</p> <p>15/VI, Officers Colony Wazirpur Shimla - 9</p>	<p>1225/- (ONE THOUSAND TWO HUNDRED SEVENTY FIVE ONLY)</p>		<p>Distance on city June, 2018 at Shimla; Further 9</p>
<p>3. Lt. Anil Kumar Khechi</p> <p>Sol No 2 Type 4 Karampur Shimla</p>	<p>1225/- (ONE THOUSAND TWO HUNDRED SEVENTY FIVE ONLY)</p>		<p>have verified their identity details (DOB) for their identification and</p>
<p>4. Dinesh Kumar Secty IRI</p> <p>Sol No 13 Type II Kacumfali Shimla - 9</p>	<p>1225/- (ONE THOUSAND TWO HUNDRED SEVENTY FIVE ONLY)</p>		<p>verified of their identification particulars</p>
<p>5. Lt. Rajam Sadrate Major</p> <p>Wazirpur Estate Lawz Kohli Annapada A 28 Shimla - 9</p>	<p>1275/- (ONE THOUSAND TWO HUNDRED SEVENTY FIVE ONLY)</p>		<p>is filled in Name - AJAY KUMAR CHAUNAN ADDRESS - RCP SLD</p>
<p>6. Lt. Rajat Jaiwal Commissioner</p> <p>Sol No 27 Type 4 Block SSB Preet Singh Kandla Mehta Shimla - 9</p>	<p>1275/- (ONE THOUSAND TWO HUNDRED SEVENTY FIVE ONLY)</p>		<p>COVERTAL HOUSE 6 ROUND FLOOR KANAL SHIMLA - 02 HP</p>

7.	Dr Vikas Sood Joint Commissioner Shiv Cottage Subhash Nagar Shimla	1275/- (ONE THOUSAND TWO HUNDRED SEVENTY FIVE ONLY)		OCCUPATION: PRACTISING COMPANY SECRETARY Mob - 98879 4914 - 14683
8.	Dr Dharmendra Gill Superintending Engineer Green Gate Building Longwood Shimla	1275/- (ONE THOUSAND TWO HUNDRED SEVENTY FIVE ONLY)		SIGNATURE 
Total Shares		10,000/-		

DATE: 14-06-2018

PLACE: SHIMLA

Companies Act, 2013

(COMPANY LIMITED BY SHARES)

ARTICLES OF ASSOCIATION

OF

SHIMLA JAL PRABANDHAN NIGAM LIMITED (SJPNL)

(A Government Undertaking)

Table F Shall not Apply

(1) The Regulations contained in "Table F" of Schedule I to the Companies Act, 2013 shall not apply to the company, except in so far as the same are repeated or expressly made applicable in these articles or by the said Act.

(2) These regulations for the management of the Company and for the observance by the members thereto and their representatives shall be subject to deletions, alterations or additions made pursuant to the statutory powers under the Companies Act, 2013 from time to time.

1. Interpretation:-

In the interpretation of these Articles, the following expressions shall have the following meanings unless repugnant to or inconsistent with the subject or context.

- a. "The Company means any Company registered under the Companies Act, 2013" whereas "this Company" means 'SHIMLA JAL PRABANDHAN NIGAM LIMITED (SJPNL)' hereinafter called the Company;
- b. "Act" means the Companies Act, 2013 and shall include any statutory modification or Re-enactment thereof, from time to time;
- c. "Applicable Law" means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from any Competent Authority directive, guideline, policy, requirement, or other government restriction or any similar form of decision, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Competent Authority having jurisdiction over the matter in question, whether in effect or at any time thereafter;
- d. "Articles" or "Articles of Association" means these Articles of Association of the Company, as amended from time to time;
- e. "Auditor" means Auditor appointed under Section 139 of the Companies Act 2013;

- f. "Board of Directors" or "Board" means the collective body of the Directors;
- g. "Board of Meeting" means a meeting of the Board at which a Quorum is present;
- h. "Business Day" means any day on which banks are open for business in the State of "Himachal Pradesh".
- i. Central Government means Ministry of Housing and Urban Affairs, and other departments of Government of India.
- j. Chairperson means the Chairperson of the Board of Directors, as appointed as per provision of this AoA and as per notification issued by the GoHP.
- k. "Chief Executive Officer" means executive officer as defined under Section 2(18) of the Companies Act, 2013.
- l. "Circular Resolution" means resolution within the meaning of section 175 of Companies Act, 2013;
- m. "Directors" mean the Directors as appointed to the Board of the Company.
- n. "Employees" mean the employees who will be appointed by the decision of BOD of the Company and shall also include the employees seconded/deputed from other departments/Boards/Corporations of the GoHP and Municipal Corporation Shimla to serve in favour of the Company.
- o. "Employees Stock Option" means employees stock options as defined under Companies Act, 2013.
- p. "Extraordinary General Meeting" means an Extra Ordinary General meeting of the members held in accordance with the provisions of section 100 of the Companies Act, 2013.
- q. "Financial Year" has the meaning assigned to it pursuant to the provisions of section 2 (45) of the Act.
- r. "General Meeting" means meeting of the members of the company.
- s. "Government Authority" or "Regulatory Authority" means any court, tribunal, arbitrator, statutory or regulatory authority, agency, commission, official or other instrumentality of India or any other country as applicable;
- t. "Grants" means funds given by the Central Government or State Government to the the Company and to be utilized for the specific purpose as to be prescribed by the Central Government or State Govt.
- u. "In Writing" and "Written" include printing, lithography and other modes of representing or reproducing words in a visible form.
- v. "Independent Director" means Directors as defined under section 149 (6) as per Companies Act, 2013.
- w. "Losses" means any and all damages, fines, fees, penalties, deficiencies, losses and expenses (including without limitation interest, court costs, fees of legal counsel, accountants and other experts or other expenses of litigation or other proceedings or of any claim, default or assessment).
- x. "Managing Director" means a director who, by virtue of the articles of a company or an

agreement with the company or a resolution passed in its general meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the company and includes a director occupying the position of Managing Director.

- y. **"Member"** means member under Section 2(55) of Companies Act, 2013.
 - z. **"Memorandum of Association"** means the Memorandum of Association of the Company as amended from time to time;
 - z(a) **"Month"** means calendar month;
 - za. **"Municipal Act"** means the H.P. Municipal Corporation Act, 1994.
 - bb. **"New Securities"** shall have the meaning as set out in these presents;
 - cc. **"Office"** means the registered office for the time being of the Company.
 - dd. **Ordinary and special resolutions** Shall have meaning assigned thereto by Section 114 of the Companies Act, 2013.
 - ee. **"Paid-up Capital"** in relation to the Share Capital of the Company means the amount credited as paid up in respect of Shares, which are subscribed, issued and allotted.
 - ff. **"Proxy"** is an instrument whereby any person is authorized to vote for a member at a General Meeting on poll; this is as per section 105 of Companies Act, 2013.
 - gg. **"Quorum"** means a quorum for a Board Meeting, a quorum for a meeting of committee of the Board or a quorum for a General Meeting as prescribed in the Act and as provided herein; as per section 174 of Companies Act 2013.
 - hh. **"Registrar of Companies"** means the Registrar of Companies, under whose jurisdiction Registered Office of the company is for the time being situated.
 - ii. **"Register of Member"** means the Register of Members to be kept pursuant to the Act, and the Register and index of beneficial owner maintained by the depository under Depositories Act, 1996;
 - jj. **"Seal"** means the Common Registered Seal of the Company.
 - kk. **"SEBI"** means the Securities and Exchange Board of India;
 - ll. **"Secretary"** means the Company Secretary as defined under Section 2(24) of Companies Act, 2013;
 - mm. **"Securities"** means shares or any warrants, debentures, preference shares or debt instruments or other securities which are convertible into or exchangeable for Shares or any equity-linked securities or options or rights entitling the holder to subscribe to or acquire Shares, and includes hybrids;
- "Shares" or "a Share"** means Share in the capital of the Company, whether held in tangible or fungible form and includes stock except where a distinction between stock and shares is expressed or implied;
- nn. **"State Government"** means the Government of Himachal Pradesh.
 - oo. **"Urban Local Body"** means Municipal Corporation, Shimla – Himachal Pradesh.

2(a) Company is a Public Ltd. Company:

The Company, SHIMLA JAL PRABANDHAN NIGAM LIMITED (SJPNL) is a Public Limited Company.

The number of members of the Company may exceed two hundred excluding:-

- Persons who are in the employment of the Company; and
- Persons who, having been formerly in the employment of the Company, were members of the Company, while in that employment and have continued to be members after the employment ceased.

Provided further, that where two or more persons hold one or more shares in the Company jointly, they shall for the purposes of this clause, be treated as a single member.

- b) Any invitation to the public to subscribe for any shares in or debentures of the Company is not prohibited or restricted.
- c) The right of transfer of shares is permitted.

3. Key Functions and Responsibilities of the Company:-

The Company, SHIMLA JAL PRABANDHAN NIGAM LIMITED (SJPNL) will plan, implement, manage and provide water and waste water services as per the Object Clause of the Memorandum of Association.

4. SHARE CAPITAL:-

4.1 Authorized Share Capital:-

- (a) The Authorized Share Capital of the Company shall be such amount as stated in clause -5 of the Memorandum of Association of the Company including amendments thereto if any. Presently, it is Rs.10,00,000/- only.
- (b) The minimum paid up share capital of the company shall be Rs.10,00,000/- only.
- (c) The Authorized Share Capital of the Company is Rs.10,00,000/- (Rupees Ten Lakh only) divided into 10000 (Ten Thousand) Equity Shares of Rs.100/- (Rupees hundred only) each. However, the Authorized Share Capital may be divided into several classes attaching thereto any preferential rights, privileges or condition shares with differential rights, which could be altered and/or reclassified from time to time, in accordance with the terms hereof and legislative provisions for the time being in force in this behalf.
- (e) **Power to issue Preference Shares:** The Company shall have the power to issue preference share subject to the provision of the act and a special resolution authorizing such issue which shall prescribe the manner, terms and condition of redemption and conversion if any.
- (f) **Issue of shares for consideration other than cash:** Subject to these articles and the provisions of the act, the Board may issue and allot shares in the capital of the company as payment /part payment or in part considerations of the purchase for acquisition of any property or for service rendered to the company in the conduct of its business, and such shares shall become debt due to and recoverable by the company from the allottees thereof and shall be paid

them accordingly.

4.2 Company's shares not to be purchased:- Notwithstanding anything contained in these articles but subject to the provisions of sections 67 to 70 and any other applicable provisions of the Act or any other law for the time being in force, the company may purchase its own shares or securities or giving loans for purchase of such shares.

4.3 Issue and Allotment of Shares:- Save as aforesaid and subject to these presents, the shares, whether forming part of the original capital or of any increased capital of the Company, shall be issued and allotted to such persons, on such terms and conditions and either at premium or at par and at such times as the BOD may think it but subject to the provisions of the act, provided that the options / right to call up shares shall not be given to any person / persons without the sanction of the company in general meeting.

4.4 Call Money on shares to be duly paid:- If, by the conditions of allotment of any shares the whole /part of the amount or issue price thereof, shall be payable by calls, every such installment shall, when due, be paid to the company by the persons who, for the time being and from time to time shall be the registered holder of the shares of the company.

4.5 Liability of Joint-holders:- The joint holders of a share shall be, severally as well as jointly, liable for the payment of all installments and calls due in respect of such shares.

4.6 Shares to be numbered progressively and no shares to be sub-divided:- The shares in the capital shall be numbered progressively according to their several denominations, and except in the manner herein mentioned, no share shall be subdivided.

4.7 Acceptance of shares:- Any application signed by the applicant for shares in the Company, followed by an allotment of any share therein, shall be an acceptance of shares within the meaning of these presents; and every person who, thus or otherwise, accepts any shares and whose name is on the Register of Members shall, for the purpose of these presents, be a Member.

4.8 Liability of Members:- Every member or his heirs, executors, administrators shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being remain unpaid thereon, in such amounts, at such time or times and in such manner as the Board of Directors shall, from time to time, require or fix for the payment thereof.

4.9 Acceptance of shares:- Any application signed by the applicant for shares in the Company, followed by an allotment of any share therein, shall be an acceptance of shares within the meaning of these presents; and every person who, thus or otherwise, accepts any shares and whose name is on the Register of Members shall, for the purpose of these presents, be a Member.

4.10 Liability of Members:- Every Member or his heirs, executors, administrators shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being remain unpaid thereon, in such amounts, at such time or times and in such manner as the Board of Directors shall, from time to time, require or fix for the payment thereof.

4.11 Trust not recognized:- Except, as ordered by a Court of competent jurisdiction or as provided by the Act, no notice of any trust, express, implied or constructive shall be entered on the Register of Members or of Debenture holders of the Company.

5. Raising and Utilization of Funds:-

(i) The Company may raise additional finance to the extent permitted by law including but not limited to by means of (a) Loans and Subsidies, (b) By way of deposits; (c) User Charges, Taxes, Surcharges (d) Grants by State Government, Municipal Corporation Shimla and Central

Government. Such additional funds may be utilized by the Company for such purpose that the Board deems fit subject to the policies laid down by the respective Governments or Municipal Corporation Shimla.

(ii) Funds given by Central Government to the Company will be in the shape of tied grants. These funds given by the Central Government as "Tied Grants" will be kept in a Separate Grant Fund. The Grant Fund will be utilized only for the purposes given in the Mission Statement and Guidelines and subject to the conditions laid down by the Central Government in this regard.

6. SHARE CERTIFICATES:-

6.1 Certificates- how to be issued:-

The Certificate of title to shares shall be issued under the Seal of the Company and shall bear the signature of any person or persons authorized by the Board in that behalf. The Company shall within two months {section 56 (4)(b) of Companies Act 2013} after the allotment of shares, complete delivery of the certificates of shares allotted. The Director may sign a share certificate by affixing his signature thereon by means of any machine equipment or other mechanical means such as engraving in metal or lithography. Notwithstanding anything contained in this Article, the certificates of title to shares may be executed and issued in accordance with such other revisions of the Act or the Rules made there-under, as may be in force for the time being and from time to time.

6.2 Member's right to Certificate:-

Every Member shall be entitled, free of charges, to one certificate for all the shares registered in his name. And the particulars of every share certificate issued shall be entered in the Register of Members against the name of the person, to whom it has been issued, indicating the date of issue(s). Every certificate of shares shall specify the number and the denoting number/numbers of the shares in respect of which it was issued and the amount paid up thereon. For each further certificate, the Directors shall be entitled, but shall not be bound, to prescribe a charge not exceeding one rupee. The Company shall comply with the provisions of Section 56 of the Act.

6.3 Fractional Certificate:-

The Company may issue such fractional certificates as the BOD may approve in respect of any of the shares of the company, on such terms as the BOD thinks fit, as to the period within which the fractional certificates are to be converted into share certificates.

6.4 Issue of new Certificate in place of defaced, lost or destroyed:-

(i) If any certificate be worn out or defaced or torn or otherwise mutilated or there is no further space on the back thereof for endorsement of transfer, then upon production thereof to the Board of Directors, they may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Board of Directors and on such indemnity as the Board deems adequate being given and the payment of out-of-pocket expenses incurred by the Company and upon such advertisement being published as the Board may require, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Such sum not exceeding two Rupees as the Board of Directors may from time to time prescribe shall be, paid to the Company for every certificate issued under this Article, provided that no fee shall be charged for issue of new certificates in replacement of those which are old, decrepit or worn out or where the pages on the reverse for recording transfers have been fully utilised. When a new share certificate has

been issued in pursuance, it shall state on the face of it and against the stub or counterfoil to the effect that it is "duplicate issued in lieu of share certificate No. ____." The word "Duplicate" shall be stamped or punched in bold letters across the face of the share certificate. Where a new share certificate has been issued in pursuance of this Article, particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Certificates indicating against the names of the persons to whom the certificate is issued, the number and date of issue of the share certificate in lieu of which the new certificate is issued and the necessary changes indicated in the Register of Members by suitable cross reference in the "Remarks" column.

(ii) All blank forms to be used for issue of Share Certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board. The blank forms shall be consecutively machine-numbered and the forms and the blocks engravings, facsimiles and hues relating to the printing of such forms shall be kept in the safe custody of the Secretary or of such other person as the Board may appoint for the purpose; and the Secretary or the other person aforesaid shall be responsible for rendering an account of these forms to the Board.

(iii) Chief Executive Officer of the Company for the time being or, if the Company has no Chief Executive Officer, every Director of the Company shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of Share Certificates except the blank forms of Share Certificate refer to Article 4 and 6.

6.5 Issue of Certificate to Joint-holders

The Certificate of Shares registered in the names of two or more persons shall be delivered to the person first named in the Register.

6.6 The first name of Joint-holders deemed sole holder

If any share stands in the names of two or more persons, the person first named in the Register shall, as regards receipt of dividends or bonus, or service of notices or any other matter connected with the Company except, voting at meetings and the transfer of the shares, be deemed the sole holder thereof, but the joint holders of a share shall be, severally as well as jointly, liable for the payment of all instalments and calls due in respect of such share and for all incidents thereof, according to the provisions of the Act.

6.7 Calls:-

The Board of Directors may, from time to time, by resolution passed at a meeting of the Board of Directors, and not by a circular resolution, make such calls, as they think fit, upon the members in respect of all moneys unpaid on the shares held by them (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. Each member shall pay the amount of every call so made on him, to the persons, and at the time and place appointed by the Board of Directors. A call may be made payable by installments and shall be deemed to have been made when the resolution of the Board of Directors authorizing such calls was passed.

6.8 Notice of Call:-

Subject to the provisions of the Agreement, at least fourteen (14) days notice of any call shall be given by the Company specifying the time and place of payment and to whom such calls shall be paid, provided that, before the time for payment of such call, the Board of Directors may, by notice in writing to the members, revoke the same or extend the time for payment thereof.

6.9 Call to date from Resolution:-

Call shall be deemed to have been made at the time when the resolution authorizing such call was passed at a meeting of the Board and may be made payable by those members whose names appear on the register of members on such dates, or at the discretion of the Directors on such subsequent dates as may be fixed by the Directors.

6.10 Amount payable at fixed times or by installments payable as calls:-

If, by the terms of issue of any share or otherwise, any amount is or becomes payable on allotment or at any fixed date or by installments at fixed time, whether on account of the nominal amount of the share or by way of premium, every such amount or installment shall be payable as if it were a call duly made by the Board of Directors and payable on the date on which, by the terms of issue or otherwise, such sum becomes payable and of which due notice has been given. In case of non-payment of such sum, all the relevant provisions herein contained as to payment of interest and expenses, forfeiture or otherwise shall apply as if such amount had become payable by virtue of a call duly made notified.

6.11 When interest on call or installment payable:-

If a sum payable in respect of any call or installment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the installment shall be due, shall pay interest at such rate as the Board of Directors may determine. The Board of Directors may, however, in their absolute discretion, waive payment of any interest.

6.12 Evidence in action for call:-

On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the register as the holder or one of the holders, of the shares, in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the member sued, in pursuance of these presents and it shall not be necessary to prove the appointment of the Directors who made such call, nor that of a quorum nor any other matters whatsoever and the proof of the matters aforesaid shall be conclusive evidence of the debt.

6.13 Partial payment not to preclude forfeiture:-

Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares, nor the receipt by the Company of a portion of any money, which shall from time to time be due from any member in respect of any shares either by way of principal or interest, nor any indulgence granted by the Company in respect of payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as herein provided.

6.14 Payments of call in advance:-

The Board of Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the sum due upon the shares held by him beyond the sums actually called for, and upon the moneys so paid in advance or so much thereof, as from time to time exceeds the amount of calls then made upon the shares in respect of which such advance has been made, the Company may (until the same would but for such advance become presently payable) pay interest at such rate not exceeding nine (9) per cent per annum to the member paying such sum in advance and the Board of Directors may agree upon and the Board of Directors may at any time repay the amount so advanced upon giving to such member three (3) months notice in writing. The member making such advance payment shall not, however, be entitled to dividend or to

participate in profits of the Company or to any voting rights in respect of the money so paid by him until the same would, but for such payment, become presently payable.

6.15 Proof on trial of suit for money due on shares:-

On the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the Member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder, at or subsequently to the date at which the money sought to be recovered is alleged to have become due on the shares in respect of which such money is sought to be recovered, that the resolution making the call is duly recorded in the Minutes Book; and that notice of such call was duly given to the Member or his representatives so sued in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

6.16 Payment in anticipation of calls may carry Interest:-

(i) The Board may, if it thinks fit, agree to and receive from any Member willing to advance the same, all or any part of the amounts of his respective shares beyond the sums, actually called up and upon the moneys so paid in advance, or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made the Board may pay or allow interest, at such rate as the Member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months' notice in writing. Provided that moneys paid in advance of calls on any shares may carry interest but shall not confer a right to dividend or to participate in profits.

(ii) No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.

6.17 Members not entitled to privileges of membership until their portion of shares are fully paid:-

No members shall be entitled to receive any dividend or to exercise any privilege as a member, including such privilege of voting, until he / she shall have paid his portion of shares at full.

7. FORFEITURE AND LIEN:-

7.1 If call or installment not paid, notice may be given:-

If any member fails to pay any call or installment on or before the day appointed for the payment of the same, the Board of Directors may at any time thereafter, during such times as the call or installment remains unpaid, serve a notice on such member requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

7.2 Form of notice:-

The notice shall name a day (not being earlier than the expiry of fourteen (14) days from the date of service of the notice) and a place(s), on and at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-

payment on or before the time and at the place appointed, the shares in respect of which the call was made or installment is payable will be liable to be forfeited.

7.3 If notice not complied with, shares may be forfeited:-

If the requisitions of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by a resolution of the Board of Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

7.4 Notice of forfeiture:-

When any share has been so forfeited, notice of the resolution of the Board of Directors shall be given to member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the register of members, provided however, that the failure to give the notice will not in any way invalidate the forfeiture.

7.5 Forfeited shares to become property of the Company:-

Any shares so forfeited shall be deemed to be the property of the Company and the Board of Directors may sell, re-allot and other-wise dispose of the same in such manner as they think fit.

7.6 Power to annul forfeiture:-

The Board of Directors may, at any time, before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof as a matter of grace and favour but not as of right, upon such terms and conditions as they may think fit.

7.7 Arrears to be paid notwithstanding forfeiture:-

Any member whose shares shall have been forfeited shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company all calls, installments, interest and expense, owing upon or in respect of such shares at the time of forfeiture, together with interest thereon, from the time of forfeiture until payment, at the rate twelve (12) per cent per annum and the Board of Directors may enforce the payment of such moneys or any part thereof if they think fit, but shall not be under any obligation so to do.

7.8 Effect of forfeiture:-

The forfeiture of a share shall involve the extinction of all interests in and also of all claims and demands against the company in respect of the share and all other rights incidental to the same, except only such of those rights as by these presents are expressly saved.

7.9 Certificate of forfeiture:-

A certificate in writing under the hands of a Director or the Secretary of the Company, that the call in respect of a share was made and notice thereof given and that default in payment of the call was made and that the forfeiture of the shares was made by a resolution of the Board of Directors to that effect, shall be conclusive evidence of that fact stated therein as against all persons entitled to such share.

7.10 Title of purchaser and allottees of forfeited shares:-

The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposal thereof and may execute transfer of the share in favour of the person to whom

the share is sold or disposed of and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share. Any such purchaser or allottee shall not (unless by express agreement) be liable to pay any calls, amounts, installments, interest and expenses owing to the Company prior to such purchase or allotment nor shall he be entitled (unless by express agreement) to any of the dividends, interest or bonuses accrued or which might have accrued upon the share before the time of completing such purchase or before such allotment. Such purchaser or allottees shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

7.11 Cancellation of share certificates in respect of forfeited shares:-

Upon any sale, re-allotment or other disposal under the provision of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitled thereto.

7.12 Company's lien on shares:-

The Company shall have no lien on its fully paid-up shares. In the case of partly paid up shares, the Company shall have a lien only to the extent of all moneys called or payable at a fixed time in respect of such shares, otherwise such partly paid up shares shall be free from any lien of the Company. Any lien on shares shall extend to all dividend and bonus from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any on such shares. The Board of Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Article.

7.13 Enforcement of lien by sale:-

For the purpose of enforcing such lien, the Board of Directors may sell the shares subject thereto in such manner as they think fit; but no sale shall be made until notice in writing of the intention to sell has been served on such member or in the event of his death or insolvency, on his heirs, executors or administrators and, default shall have been made by him or them in the payment, fulfilment, or discharge of such debts, liabilities, or engagements for seven days after such notice. To give effect to any such sale, the Board may authorize any person to execute an instrument of transfer in respect of the shares sold and to transfer the shares sold to the purchaser thereof and the purchaser shall be registered as the holder of the shares comprised in any such transfer. Upon any such sale as aforesaid, the certificates in respect of the shares sold shall stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new certificate in lieu thereof to the purchaser concerned.

7.14 Application of proceeds of sale:-

The net proceeds of such sale shall be received by the Company and, after payment of the cost of such sale, shall be applied in or towards satisfaction of the debts, liabilities or engagements of such member and the residue if any, paid to him, his heirs, executors and administrators or assignees or other legal representatives, as the case may be.

7.15 Validity of Sale in lien and after exercise of forfeiture:-

Upon any sale after forfeiture or for enforcing a lien, in purported exercise of the powers hereinbefore given, the Board of Directors may appoint any person to execute an instrument of

transfer of the shares sold and cause the purchaser's name to be entered in the Register in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceeding nor to the application of the purchase money and after his name has been entered in the Register in respect of such shares, the validity of the sale and the entry in the Register in respect of the shares sold shall not be impeached by any person.

7.16 Board of Directors may issue new certificates:-

Where any shares under the powers in that behalf herein contained are sold by the Board of Directors after forfeiture or for enforcing a lien, and the certificate in respect thereof has not been delivered to the Company by the former holder of such shares, the Board of Directors may issue a new certificate of such shares distinguishing it in such manner as they may think fit from the certificate not so delivered.

7.17 Application of forfeiture provisions:-

The provisions of the Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of the issue of a share becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

8. TRANSFER OF SHARES:-

8.1 Restriction on Transfer and Permissible Transfer:-

(i) Any Transfer of Shares or other securities attempted in violation of this Article shall be null and void and shall not be binding upon the Company or the Board. The Company shall not register the transfer of any securities of the Company, except in the manner and to the extent permitted by these Articles.

(ii) No Shareholder shall sell, transfer or assign its shares or any part thereof at a price lower than the par value of the shares, without the express prior written consent of the remaining Shareholders.

(iii) All transfers of securities shall be subject to applicable law and any covenants under any financing agreements or other agreements.

8.2 Register of Transfer:-

The Company shall keep a "Register of Transfer", and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share.

8.3 Form of transfer:-

The instrument of transfer shall be in writing and all the provisions of Section 56 of the Companies Act and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfers of shares and the registration thereof.

8.4 Transfer form to be completed and presented to the Company:-

The instrument of Transfer duly stamped and executed by the Transferor and the Transferee shall be delivered to the Company in accordance with the provisions of the Act. The Instrument of the Transfer shall be accompanied by such evidence as the Board may require to prove the title of Transferor and his right to transfer the shares and every registered Instrument of Transfer shall remain in the custody of the Company until destroyed by order of the Board. The Transferor

shall be deemed to be the holder of such shares until the name of the Transferee shall have been entered in the Register of Members in respect thereof. Before the registration of a transfer the certificate or certificates of the shares must be delivered to the Company. However, the transfer of shares from one Shareholder on behalf of the State Govt/MC SHIMLAs/SMC to another Shareholder shall be effected by the Board of Directors as per the notification of transfer of shares by the State Govt./ MC SHIMLAs/SMC.

8.5 Transfer Books and Register of Members when closed:-

The Board shall have power on giving not less than seven days' previous notice by advertisement in some newspaper circulating in the district in which the Registered Office of the Company is situated to close the Transfer Books, the Register of Members or Register of Debenture holders, at such time or times and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year.

8.6 Directors may refuse to register transfers:-

The provisions of Section 58 (2) of the Act, will regulate the transfer of securities or other interests. Any refusal to register the transfer of the securities within a period of thirty days from the date on which the instrument or transfer or the intimation of transmission, as the case may be, is delivered to the company, the transferee may, within a period of sixty days of such refusal or where no intimation has been received from the company, within ninety days of the delivery of the instrument of transfer or intimation of transfer may appeal to the tribunal in accordance with subsection 4 of Section 58 of the Act.

8.7 Notice of application when to be given:- where, in the case of partly paid shares, an application for registration is made by the transferor, the Company shall give notice of the application to the transferee in accordance with the provisions of Section 56 of the Act.

9. TRANSMISSION OF SHARES:-

9.1 Option to Exercise by Nominee:-

(i) Notwithstanding, anything to the contrary to these Articles, every holder of Shares in, or holder of debentures or other securities of the Company may, at any time, nominate in the prescribed form, pursuant to Section 72 of the Act and the Rules made there under, any person to whom his shares, debentures or other securities shall vest in the event of his death.

(ii) Any person, who becomes a nominee as above, shall, in accordance with and subject to Section 72 of the Act, and upon such evidence as may be required by the Board elect either, to be registered himself as holder of the share or debenture or other security, as the case may be, or

(iii) To make such transfer of the share or debenture or other security, as the case may be, to the person as may be specified by the Board of Directors of the Company at a value to be fixed by the Company's Auditors.

9.2 The Board has a right to decline registration:-

The Board shall, in either case, have the same right to decline or suspend registration, as it would have had, if the deceased shareholder or debenture holder as the case may be had transferred the shares or debentures, as the case may be, before his death.

9.3 Death of one or more joint-holders of shares:-

In the case of the death of any one or more of the persons named in the Register of Members as

the joint-holders of any share, the survivor or survivors shall be the only person recognised by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

9.4 Title to shares, etc. of deceased Members:-

Where a shareholder, debenture holder or the holder of other security has not nominated any other person pursuant to Section 72 of the Act, the executors or administrators or holders of a Succession Certificate or the legal representatives of a deceased member (not being one of two or more joint-holders) shall be the only persons recognised by the Company as having any title to the shares, debenture, or other securities registered in the name of such person, and the Company shall not be bound to recognise such executors or administrators or holders of a Succession Certificate or the legal representatives unless such executors or administrators or legal representatives shall have first obtained Probate or Letters of Administration or Succession Certificate, as the case may be, from a duly constituted Court in the Union of India; provided that in any case where the Board in its absolute discretion thinks fit, the Board may dispense with production of Probate or Letters of Administration or Succession Certificate, upon such terms as to indemnity or otherwise as the Board in its absolute discretion may think necessary and under Articles of transfer given *ibid* register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased Member as a Member.

9.5 No transfer to Infant etc:-

No share shall in any circumstances be transferred to any infant, insolvent or person of unsound mind.

9.6 Registration of persons entitled to shares otherwise than by transfer:-

Not Applicable in this case.

9.7 Fee on transfer or transmission:-

Not Applicable in this case.

9.8 Company not liable for disregard of a notice prohibiting registration of a transfer:-

The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice, or referred thereto, in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.

9.9 Title to share of deceased holders:-

The executors or administrators of a deceased member shall be the only persons recognized by the Company as having any title to his share, except in case of joint holders, in which case the surviving holder or holders or the executors or administrators of the last surviving holder shall be

the only persons entitled to be so recognized; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him. The Company shall not be bound to recognize such executor or administrator unless he shall have obtained probate or letters of administration or other legal representation, as the case may be, from a duly constituted Court in India having power to grant such probate or letters of administration. Provided nevertheless, that in cases which the Board in its discretion consider to be special cases and in such cases only, it shall be lawful for the Board of Directors to dispense with the production of probate or letter of administration or such other legal representation, upon such terms as to indemnity or otherwise, as the Board of Directors may deem fit. The holder of succession certificate relating to the share of a deceased member and operative in the State of Himachal Pradesh shall be deemed to be an administrator for the purpose of this Article.

9.10 Persons entitled may receive dividends without being registered as members:-

- i) A person entitled to a share by transmission on account of death, bankruptcy or insolvency of a shareholder shall subject to the right of the Directors to retain any dividends or moneys as provided in these Articles, be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share.
- ii) The Shareholder shall procure that the Board in making any decision in relation to the declaration of dividends and the appropriation of surplus shall consider the following factors;
 - a. the maintenance of prudent and proper reserves including allowance for future
 - b. working capital, provision for tax, and other restrictions required by local law;
 - c. the due and prudent provision for all actual and carried forward losses of the Company;
 - d. the due and prudent provision for the payment of all indebtedness, borrowings and loans owed by the Company to the Shareholders or to banks and financial institutions as unsecured creditors; and
 - e. any other factors which the Shareholders may agree to be taken into account.
- iii) The Shareholders shall procure any dividend recommended by the Board to be approved by the Shareholders and distributed by the Company not later than 30 days of such approval at a General Meeting. The right to dividends will vest on the date of the General Meeting approving such dividends and dividends will be paid on each Share, which was registered with the Company on the record date.

The record date for determining entitlement to any such dividend shall be a date 30 days prior to the date of the General Meeting to recommend such dividend.

9.11 Board may require evidence of transmission:-

Every transmission of shares shall be verified in such manner as the Board of Directors may require and the Company may refuse to register any such transmission until the same is so verified or until and unless an indemnity is given to the Company with regard to such registration which the Board of Directors in their discretion shall consider sufficient; provided nevertheless that there shall not be any obligation on the Company or the Board of Directors to accept any indemnity.

9.12 Transfer by legal representative:-

A transfer of the share in the Company of a deceased member thereof, made by his/her legal representative shall, although the legal representative is not himself/herself a member, be as valid as if he/she had been a member at the time of the execution of the instrument of transfer.

10. INCREASE, REDUCTION AND ALTERATION OF CAPITAL:-

10.1 Alteration of Capital:-

The Company in General Meeting may, from time to time by an Ordinary Resolution alter the conditions of its Memorandum of Association as follows that is to say;

- (i) It may increase its share capital by such amount as it thinks expedient by issuing new shares to existing shareholders i.e. State Govt./MC SHMLAs/SMC or to Private and Other investors. Even in case private and other equity shareholders are inducted into the Company, State and the Shimla Municipal Corporation will together maintain a majority equity shareholding in the Company.
- (ii) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
- (iii) Subdivide its shares, or any of them, into shares of smaller amount than that is fixed by the Memorandum, so however, that in the sub-division, the proportion between the amount paid and the amount if any unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.
- (iv) Cancel any share which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
- (v) The resolution whereby any share is sub-divided may determine that as between the holders of the shares resulting from such sub division one or more of such shares shall have the same preference or special advantage as regards dividend, capital or otherwise as compared with the others.

10.2 Offer of New Securities:-

Notwithstanding anything herein contained, any securities ("New Securities"), to be issued by the Company, shall be first offered for subscription to all Shareholders in proportion to their respective shareholding percentages.

10.3 New capital same as existing capital:-

Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered as part of the original capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

10.4 Redeemable Preference Shares:-

Subject to the provisions of the Section 55 of the Act, the Company shall have the power to issue Preference Shares which are or at the option of the Company are liable to be redeemed and the resolution authorizing such issue shall prescribe the manner, terms and conditions of redemption.

10.5 Voting right of Preference Holders of Shares:-

The holder of Preference shares shall have a right to vote only on Resolutions which directly affect the rights attached to his Preference Shares. The Preference Shareholders shall also be entitled to vote on every kind of Resolution placed before the Company at any meeting until and then only for so long as their dividends are more than 2 years in arrears preceding the date thereof.

10.6 Provisions to apply on issue of Redeemable Preference Shares:-

On the issue of Redeemable Preference Shares under the Provisions of Article 77 hereof the following provisions shall take effect:-

(i) no such shares shall be redeemed except out of the profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of the redemption;

(ii) no such shares shall be redeemed unless they are fully paid;

(iii) The premium, if any, payable on redemption must have been provided for out of the profits of the Company or the Company's Share Premium Account before the shares are redeemed;

(iv) where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall out of profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called the "Capital Redemption Reserve Account", a sum equal to the nominal amount of the shares redeemed and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in Section 55 of the Act, apply as if the Capital Redemption Reserve Account were paid-up from share capital of the Company.

10.7 Power to vary shareholders rights:-

Whenever the capital, by reason of the issue of Preference Shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may subject to the provisions of Section 48 of Act be modified, commuted, affected or abrogated, or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by holders of at least three-fourths in nominal value of the issued shares of the class or is confirmed by a Special Resolution passed at a separate general meeting of the holders of shares of that class.

10.8 Reduction of Capital:-

Subject to the provisions of the Section 66 of the Act and subject to confirmation by the Tribunal on an application by the company which may by a special resolution reduce the share capital in any manner in a particular way: may-

a) Extinguish or reduce liability on any of its share not paid up or;

b) Either with or without extinguishing or reducing liability or any of its shares --

i) Cancel any paid up share capital which is lost or is unrepresented by available assets; or

ii) Pay off any paid up share capital which is in excess of the wants of the company;

iii) Alters its Memorandum for reducing the amount of its share capital or of its shares accordingly. Provided that no such reduction shall be made if it is in arrears in the repayment of any deposits it accepted by either before or after the commencement of the Act or interest payable thereof.

11. BORROWING POWERS:-

11.1 Power to Borrow:-

Subject to the provisions of section 179 & 180 of Act, the Board of Directors may, from time to time, by a resolution passed at a meeting of the Board, accept deposits from members and may generally raise or borrow or secure the payment of any sum or sums of money for the Company provided however, where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid-up capital of the Company and its free reserves (not being reserves set apart for any specific purpose), the Board of Directors shall not

borrow such moneys without the consent of the Company in general meeting.

11.2 Conditions for repayment of Moneys borrowed:-

The payment or repayment of moneys borrowed pursuant to above article may be secured in such manner and upon such terms and conditions in all respects as the Board of Directors may think fit, including by the issue of debentures or debenture stock of the Company, with charge on all or any part of the undertakings or property of the Company (both present and further) and its uncalled share capital for the time being.

11.3 Debentures to be subject to control of Directors:-

Any debentures, debenture stock, bonds or other securities, issued or to be issued, by the Company shall be under the control of the Board Of Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

11.4 Terms of issue of Debentures:-

Any debentures, debenture stock, or other securities may be issued at a discount, premium or otherwise, and may be issued on condition that they shall be convertible into shares of any denomination, and with privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending General Meeting of the Company and right to appoint Directors and otherwise. Subject to presents, debentures carrying the right of conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting and subject to provisions of Section 53 of the Act.

11.5 Mortgage of uncalled capital:-

If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Board of Directors shall, subject to the provisions of the Act and these presents, make calls on the members in respect of such uncalled capital in trust for the person in whose favor such mortgage or security is executed or, if permitted by the Act, may, by instrument under the Company's Seal, authorize the person in whose favor such mortgage or security is executed

or any other person in trust for him, to make calls on the members in respect of such uncalled capital, and the provisions herein before contained in regard to calls shall, mutatis mutandis, apply to calls made under such authority, and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Board's power or otherwise, and shall be assignable if expressed so to be.

11.6 Priority over charge on uncalled capital:-

Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled by notice to the shareholders or otherwise, to obtain priority over such prior charge.

11.7 Indemnity may be given:-

If the Directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Board of Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company, by way of indemnity to secure the Directors or persons so becoming liable as aforesaid, from any loss in respect of such liability.

12 BOARD OF DIRECTORS:-

12.1 Company to be managed by a Board of Directors:

Following shall be the composition of Board of Directors of the Company:

The company shall have the following Board of Directors;

1. Chairperson and Director - Chief Secretary, GoHP
2. Director - Secretary (Urban Development), GoHP
3. Director - Secretary (Finance), GoHP
4. Director - Secretary, IPH, GoHP
5. Director - Mayor/ Dy. Mayor, SMC
6. Director - Commissioner, SMC
7. Director - Joint Commissioner, SMC
8. Director (Whole time) - (Finance)
9. MD - cum -CEO - Superintending Engineer, IPH/SMC
10. Independent Director - Representing citizens/ civil society
11. Independent Director - Water and sanitation sector professional

Following shall be the first Directors of the Company:

- 1) Chairperson and Director - Sh. Vineet Chawdhry, IAS, Chief Secretary, GoHP
- 2) Director - Sh. Ram Subhag Singh, IAS, Secretary (Urban Development), GoHP
- 3) Director - Sh. Anil Kumar Khachi, IAS, Secretary (Finance), GoHP
- 4) Director - Sh. Devesh Kumar, IAS, Secretary, IPH, GoHP
- 5) Director - Smt. Kusum Sadrate, Mayor, SMC
- 6) Director - Sh. Rohit Jamwal, HAS, Commissioner, SMC
- 7) Director - Sh. Vikas Sood, HAS, Joint Commissioner, SMC
- 8) MD - cum -CEO - Sh. Dharmendra Gill, Superintending Engineer, SMC

12.2 Number of Directors:

The Government of Himachal Pradesh and Municipal Corporation Shimla shall from time to time, determine the number of Directors of the Company, which shall not be less than three (3) and not more than fifteen (15). These Directors would be Whole-Time Directors (Functional Directors), Independent Directors, Women Directors, Part time Nominee Directors depending upon the requirement from time to time.

12.3 Appointment of Board of Directors:

The Members of the Board of Directors shall be appointed/ nominated by the respective shareholders based on the qualifications given above.

- i) In addition to the MD-cum-CEO and Functional Directors (Director - Infrastructure, Director - Finance & Accounts), Additional Directors (such as representative of parastatals) may be taken on the Board if considered necessary.

- ii) The Company and Shareholders will comply with the provisions of the Act with respect to induction of Independent Directors.

12.4 Company may increase or reduce the number of Directors

Subject to Sections 149 and 152 of the Act, the Company may, by ordinary resolution, from time to time, increase or reduce the number of Directors, within the limits fixed in that behalf by those present the Companies Act, 2013 provided that the Board of Directors consists of a minimum of two independent directors at all times. In the event of an increase or decrease in the number of Directors, the nomination of Directors by each Shareholder shall be in proportion to each Shareholder's interest in the Company, unless otherwise agreed upon by the Shareholders.

12.5 Independent Directors:-

- (i) The Company and Shareholders will comply with the provision of the Act with respect to induction of independent Directors. The Independent Directors may be selected from the data bank maintained by Ministry of Corporate Affairs or as deemed appropriate by the Company.
- (ii) The Independent Director may be appointed for a term of up to five consecutive years on the Board subject to the approval of Shareholders of the Company. However, in case of his/her reappointment for further five years, approval of the Shareholders of the Company and then special resolution passed in general meeting and disclosure of such appointment is made in Board's report is required.
- (iii) The Independent Director shall not be entitled to any stock options. He/she may receive remuneration by way of sitting fee, reimbursement of expenses incurred for participation in the Board and other committee meetings and profit related commissions as may be approved by the members as provided under Section 197 (5) of the Act.
- (iv) An Independent Director shall be held liable only in respect of such acts of omission or commission by company which had occurred with knowledge, attributable through Board processes and with his/her consent or connivance or where he/she had not acted diligently.
- (v) The Independent Directors shall abide by code of conduct as per Schedule IV of the Act.

12.6 Directors' Vote:-

- a) The approval of the following matters shall require the affirmative vote or express consent of a majority of all the members of the Board of Directors present at the meeting;
- i. investment of the Company's funds;
 - ii. the merger or consolidation of the Company with, or into, any other company or entity or any proposal permitting any other company to consolidate with or merge into the Company, or the dissolution, liquidation or declaration of voluntary insolvency of the Company, including its recapitalization or reorganization.
 - iii. establishment and approval of dividend policy and any declaration of dividends;
 - iv. incurring, creating or increasing bonded indebtedness and debt or loan facilities in excess of pre-approved limits;
 - v. sale, lease, exchange, mortgage, pledge, encumbrance or other disposition or creation of any security on or investment of all or any material amount of the Company's assets, or any of the foregoing done outside the normal course of business;
 - vi. settlement of the terms and appointment of the Directors subject to the approval of the State Govt.
 - vii. approval of the annual business plans, annual expense budget and capital expenditures budget of the Company or any material variation or deviation thereto;
 - viii. the issuance by the Company of new Shares or rights to acquire new Shares and the redemption or purchase by Company of its common or preferred shares;
 - ix. formation of subsidiaries or joint ventures, where the Company is required to do so under

- the terms of any concession agreement;
- x. prepare rules and policies for pension, retirement and other benefit of the Company's Directors, officers and employees;
 - xi. change of any material accounting policy or write-off of any substantial asset within a calendar year;
 - xii. negotiation, execution and/or amendment of contracts with a Shareholder, and/or its subsidiaries or Affiliates, including the technical services agreements; and
 - xiii. appointment, replacement or removal of the Company's external Auditor(s);
 - xiv. confirmation and acceptance of the Company's financial statements;
 - xv. change in or setting up of the tariffs or prices for the services to be provided by the Company or the setting up of an independent tariff/ pricing committee for this purpose.
 - xvi. appointment of various officers of the Company for its proper management.
 - xvii. As per approved human resource policy of the Company, to create any post or posts, to appoint and at its discretion to remove or suspend all such Officers and employees from permanent, temporary or special services as it may, from time to time, think fit and to determine their powers and duties and fix their salaries, remuneration or emoluments and require security in such instances and to such amounts as it may think fit and also without prejudice as aforesaid from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in such manner as it thinks fit;

12.7 Board may fill up casual vacancies:-

- a) If any Director, vacates office as a Director before his term of office expires in the normal course, the resulting casual vacancy may be filled up by the Board at a meeting of the Board by appointment thereto of any other person but any person so appointed shall retain his office so long only as the vacating Director would have retained the same, if no such vacancy had occurred. However, such casual appointment shall be intimated to the Shareholders immediately or prior to his/her appointment.
- b) If any casual vacancy has not been filled by the Board up to the date of the Annual General Meeting of the Company next following the arising of the vacancy, the same may be filled by ordinary resolution of the members at such Annual General Meeting.
- c) Notwithstanding anything contained herein, where a casual vacancy is caused in the Office of any Nominee Director, such vacancy shall be filled with only a person nominated by the Shareholder/Central Govt./State Govt./SMC whose Nominee Director has vacated such office.

12.8 Additional Directors:-

The Board of Directors shall have the power at any time to appoint any other person or persons as a Director or Directors as an additional Director on the Board but the total number of Directors shall not at any time exceed the maximum number fixed under the Companies Act 2013. Any Director or Directors so appointed shall hold office only until the next following Annual General Meeting of the Company and shall then be eligible for re-election.

12.9 Appointment of an Alternate Director:-

The Board of Directors of the Company may appoint an Alternate Director to act for a Director (herein called "the Original Director") during his/her absence for a period of not less than three months from the State in which the meetings of the Board are ordinarily held. An Alternate Director appointed under this Article shall not hold office for a period longer than that permissible to the Original Director in which place he/she has been appointed and shall vacate office if and when the Original Director returns to that State. If the term of office of the Original Director is determined before he/she so returns to the State, any provision in the Act or in these presents for the automatic reappointment of retiring Directors in default of another appointment

shall apply to the Original Director and not to the Alternate Director. If alternate director is appointed in the place of an Independent Director, such director shall also meet with criteria for independence as prescribed under the Act.

13 POWERS OF THE BOARD OF DIRECTORS AND THEIR DELEGATION

13.1 General Powers of the Board:-

Subject to the provisions of the Companies Act, 2013, the Board of Directors shall be entitled to exercise all such powers, and to do all such acts and things, as the Company is authorized to exercise and do, including powers delegated to the Company under Himachal Pradesh Municipal Corporation Act and Himachal Pradesh Water Supply Act.

Provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether under this act or Memorandum or Articles of the Company or otherwise, to be exercised or done by the Company in General Meeting.

13.2 Delegation of Powers:-

Subject to the restriction imposed by Section 179 of the Act, the Board may, from time to time, by a resolution passed at a meeting, delegate to any Committee of Directors, the Managing Director, the Manager or any other Officer of the Company, its powers including the powers specified in clauses (d) to (f) of section 179(3) of the Act or such other powers as are necessary for the smooth running of the business of the Company on such conditions as it may specify.

13.3 Authority to Sub-delegate powers:-

Subject to Section 179 of the Act, to sub-delegate all or any of the powers, authorities and discretion for the time being vested in the Directors, subject, however, to the ultimate control and authorities being retained by it. Any such delegate or attorney as aforesaid may be authorized by the Directors to sub-delegate all or any of the power, authorities and discretion for the time being vested in them;

13.4 Specific powers given to Board of Directors:-

Without prejudice to the general powers conferred by these Articles and subject to the provisions of sections 179, 180 and 188 of the Act, the Board shall have following powers namely:-

a). To make bye-laws:

To make, amend and repeal, from time to time, bye-laws for the regulation of the business of the Company, its officers and employees.

b). To pay and charge Interest etc.:-

To pay and charge to the capital account of the Company interest lawfully payable thereat under the provisions of the Act;

c). To acquire & sell property:-

To purchase, take on lease or otherwise acquire for the Company property, rights or privileges which the company is authorised to acquire at such price and generally on such terms and conditions as they think fit;

Subject to the consent of the Shareholders, to sell or dispose of or transfer the business or property, if any, of the Company or any part thereof, on such consideration as the Company may deem proper and in particular for shares, debentures or in part similar to those of the Company.

d). To pay for property in debentures:-

To pay for any property or right acquired by or services rendered to the Company, either wholly or partially in cash, or in shares bonds, debentures, debenture stock or in shares that may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon and any such bonds, debentures, debenture stock or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged;

e). To secure contracts by Mortgage:-

To secure any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such other manner as they think fit. To enter into all such negotiations and contracts and rescind any or all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the purposes of the Company.

f). To refer to arbitration:-

To refer any claim or demand by or against the Company to the arbitration as per provision of the Arbitration and Conciliation Act, 1996;

g). To invest money:-

To invest in the Reserve Bank of India or in such securities or in any other Schedule Bank or Banks to be specifically decided by the Board for having all deposits and opening current accounts and deal with any of the moneys of the Company upon such investment authorised by the Memorandum of Association of the Corporation (not being shares in the Company) and in such manner as they think fit and from time to time, vary and realise such investments;

h). To give bonus and to create Provident Fund:-

To provide for the welfare of the employees or ex-employees of the Company and the wives, widows and families and the dependants of employees or ex-employees by building or contributing to the building of houses, dwellings or chawls or by grants of money, allowances, bonuses, profit sharing bonuses group insurances or benefits of any other kind or by creating and from time to time subscribing or contributing to provident and other association, institution funds, profits sharing or other scheme or trusts or by recreation and sports activities hospitals and dispensaries, medical and other attendances and any other form of assistance, welfare or relief as the Directors shall think fit;

i). To subscribe to other Funds:-

To subscribe or otherwise to assist or to guarantee money to scientific institutions or objects;

j). To institute, conduct, defend, etc. legal proceedings:-

To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and relax or extend time for payment of any claims or demands by or against the Company.

k). To create posts :-

To create such posts, other than those to which appointment is made by the Shareholders as it may consider necessary, for the efficient conduct of the Company's affairs and to determine the scale of pay and other terms thereof. Except for post(s) at Board level for whom the scale of pay and other terms will be decided by the Shareholders;

l). To provide for welfare of employees:-

To give award or allow any bonus, pension, gratuity or compensation to any employee of the Company or his widow, children or dependants that may appear to the Board just or proper,

whether such employee, his widow, children or dependents have or do not have a legal claim upon the Company. Further to provide for the welfare of the employees or ex-employees of the company or of its predecessors in business and the wives, widows and families or the dependents or connections of such employees or ex-employees by building or contributing to the building of houses, dwellings or chawls or by grants of money, allowances, bonuses, profit sharing bonuses or benefit of any other kind or by creating and from time to time subscribing or contributing to provident and other association, institution funds, profits sharing or other scheme or trusts or by providing or subscribing or contributing towards places of instruction and recreation, educational institutions, hospitals and dispensaries, medical and other attendances and any other form of assistance, welfare or relief as the Board shall think fit.

14 Chairperson:-

- a) The Chairperson of the Company will be the Chief Secretary to the Government of Himachal Pradesh.
- b) The Chairperson can be removed from his position strictly in accordance with the provisions provided in the Companies Act, 2013.
- c) The Chairperson shall hold the office for the period and on such terms and conditions as decided by the State Government and subject to conditions laid down under the Act.
- d). The office of the Chairperson and the MD-cum- Chief Executive Officer shall not be held by the same person.

15 Powers of Chairperson:-

The Chairperson will present to the Board of Directors for implementation any direction that has been issued by Government of Himachal Pradesh through a Government Notification and has been adopted by the Shimla Municipal Corporation through a Municipal Council Resolution.

16 Duties of Chairperson:-

Subject to various provisions laid down with act, the following shall be the duties of the Chairperson:-

He/she shall ensure that the affairs of the Company are run efficiently and in accordance with the provisions of the Memorandum of Association, Rules and Regulations and bye-laws of the Company;

He/she shall preside over the meetings of the Board of Directors; Annual General Meeting & Extraordinary General Meetings.

He/she may himself/herself call or by a requisition in writing signed by him may require any officer to call a meeting of the Board of Directors at any time;

He/she shall be competent to invite any other person to attend the meeting of the Board of Directors as a Special Invitee and may direct the Secretary or any officer, to call a special meeting of the Board of Directors at a short notice, in case of an emergency.

He/she shall have all powers to adjourn & reconvene the meetings if the circumstances so warrant.

He/she shall have the power to bring the discussion on any question whether included in agenda or not.

17 When office of Director to be vacated:-

Subject to the provisions of these Articles and Section 167 of the Act, the office of a Director shall become vacant if;

- (i) He/she is found to be of unsound mind by a Court of competent jurisdiction; or
- (ii) He/she applies to be adjudicated as an insolvent; or
- (iii) is adjudged as an insolvent; or
- (iv) he/she fails to pay any call made on him in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the last date fixed for the payment of the call, unless the Central Government has, by notification on the Official Gazette, removed the disqualification incurred by such failure; or
- (v) any office or place of profit under the Company or any subsidiary thereof is held by him/her in contravention of Section 188 of the Act, or
- (vi) he/she absents himself/herself from three consecutive meetings of the Board of Directors or from all meetings of the Board of Directors for a continuous period of three months, whichever is longer; or
- (vii) he/she becomes disqualified by an order of the Court under Section 203 of the Act; or
- (viii) he/she (whether by himself/herself or by any person for his/her benefit or on his account) or any firm in which he/she is a partner or any private company of which he/she is a director, accepts a loan, or any guarantee or security for a loan, from the Company in contravention of Section 185 of the Act; or
- (ix) he acts in contravention of Section 184 of the Act; or he/she is convicted by a court for any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six months; or he/she having been appointed as a Director by virtue of his/her holding any office or other employment in the Company ceases to hold such office or other employment in the Company.
- (x) Subject to the provisions of the Act, a Director may resign his/her office at any time by notice in writing addressed to the Managing Director-cum-CEO of the Company or to the Board of Directors.

18 Interested Directors not to participate or vote in Board's proceedings:-

- (i) No Director shall, by virtue of his/her office as a Director, take any part in the discussion of, or vote on, any contract or arrangement entered into, or to be entered into, by or on behalf of the Company, if he/she is in any way, directly or indirectly, concerned or interested in the contract or arrangement nor shall his/her presence count for the purpose of forming a quorum at the time of any such discussions or vote; and if he/she does vote, his/her vote shall be void, provided that this prohibition shall not apply;
- (ii) To any contract of indemnity against any loss which the Directors or any one or more of them may suffer by reason of becoming or being sureties or a surety for the Company.
- (iii) Any contract or arrangement entered into or with a public company or a private company which is a subsidiary of a public company, in which the interest of the Director consists solely of (a) his being a director of such company and the holder of not more than shares of such number or value therein as is requisite to qualify him for appointment as a director thereof, he having been nominated as such director by the Company or (b) his being a member holding not more than two percent of its paid-up share capital.
- (iv) In case a notification is issued under Section 184 of the Act, to the extent specified in the notification.

19 Committees of the Board:-

The Board, subject to the restrictions on the powers of Board as contemplated by sections 179 & 180 of the Act, shall have the power to constitute sub-committees and delegate to such sub-

committee(s) the powers of the Board in respect of any matter relating to the governance of the Company as it thinks fit and may, from time to time, revoke such delegation. Any committee so formed shall, in the exercise of the powers, delegate or conform to any restrictions that may, from time to time, be imposed upon it by the Board. Subject to the Act and these presents, the Board shall constitute from amongst its members one or more committees which will have delegated responsibility for dealing with specified functions otherwise carried out by the Board and which the Board delegates to such committees, at the time of constitution thereof. Any committee so formed shall, in the exercise of the powers, delegate or conform to any restrictions that may, from time to time, be imposed upon it by the Board. Each committee shall determine the procedure to be followed for the discharge of its functions. Such Committees may be constituted by the Board as per statutory requirement or administrative requirement and may include:-

- (i) Audit Committee under section 177 of the Act.
- (ii) Finance Committee (for the approval of financing matters including any proposed amendments to the Financing Plan);
- (iii) The Nomination and Remuneration Committee to form and will be consisting of three or more non-executive Directors out of which not less than one-half shall be independent Directors.
- (iv) Risk Management Committee to be formed and the Board will define the roles and responsibilities of the Risk Management Committee and may delegate monitoring and reviewing of the risk management plan to the committee and such other functions as it may deem fit. The majority of committee may be members of the Board of Directors. Senior executives of the company may be members of the said committee, but the Chairperson of the committee shall be a member of the Board of Directors.
- (v) Compensation Committee (to approve or propose remuneration and compensation of the senior management of the Company);
- (vi) Share Transfer and Allotment Committee (to approve allotment of Shares and any and all transfers thereof);
- (vii) Project Management Committee for the purpose of supervising and monitoring the progress in implementation of the Projects, as required by the Lenders.
- (viii) Any other committee, as the Board may from time to time constitute.
- (ix) The meetings and proceedings of any Committee shall, save as herein provided, be governed by the provisions herein contained for regulating the meetings and proceedings of the Board, so far as the same are applicable thereto and are not superseded by any regulations made by the Board.
- (x) All minutes of meetings of these committees along with actions taken pursuant thereto, shall be placed before the Board immediately in the subsequent Board Meeting.

20 Acts of Committee:-

All acts done by any Committee of the Board in conformity with the regulations made by the Board and in fulfillment of the purpose for which the Committee is appointed but not otherwise, shall have effect as if done by the Board, provided the Board has given such powers while constituting such Committees. Any difference of opinion among the Committee Members shall be placed for the consideration and decision of the Board.

21 Remuneration of Directors and Sitting Fees:-

The Director shall be paid such remuneration as the Company in General Meeting may, from time to time, determine and such further remuneration shall be divided amongst the Directors in

such proportion and manner as the Board of Directors may, from time to time, determine and in default of such determination, equality.

Also, the Directors shall be paid sitting fee as per the approved policy of the Company. The sitting fee to a director for attending meetings of the Board or Committees thereof shall be decided by the Board of Directors subject to the approval of the State Govt. For Independent Directors and Women Directors, the sitting fee shall not be less than the sitting fee payable to other Directors.

22 Removal of Directors:-

Subject to the provisions of Section 169 of the Act, the Company may remove any Director before the expiration of his/her period of office and appoint another person in his place. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held, if he had not been removed.

23 Notice of candidature for Office of Director:-

(i) Subject to the provisions of the Section 160 of the Act and these presents, any person who is not a retiring Director shall be eligible for appointment to the office of Director at any General Meeting if he or some member intending to propose him has, not less than fourteen days before the Meeting left at the office of the Company, a notice in writing under his hand signifying his candidature for that office, alongwith the deposit of one lakh rupees or such higher amount as may be prescribed which shall be refunded to such person or, as the case may be, to the member, if the person proposed gets elected as a director or gets more than twenty-five percent of total valid votes cast either on show of hands or on poll on such resolution.

(ii) Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the company notice under Section 160 signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director shall sign, and write to the company, his consent in writing to act as a Director, if appointed, a person other than-Director re-appointed after retirement by rotation or immediately on the expiry his term of office; or an additional or alternate Director or a person filling a casual vacancy in the office of a Director under Section 266 of the Act, appointed as a Director or re-appointed as an additional or alternate Director, immediately on the expiry of his term of office; or person named as a Director of the Company under its Articles as first registered shall not act as a Director of the Company unless he has within 30 (thirty) days of his appointment signed and communicated to the Company/Registrar his consent in writing to act as, such Director.

24 Acts of Board or Committee valid notwithstanding defective or appointment etc.:-

All acts done by any meeting of the Board or by a Committee of the Board or by any person acting as Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or Committee person acting as aforesaid, or that they or any of them were or was disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these presents, be as valid as if every such person had been duly appointed and was qualified to be a Director and had not vacated office or his appointment had not been terminated; provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

25 Board Meetings:-

The Directors may meet together for the dispatch of business, adjourn and otherwise regulate

their meeting and proceedings as they may think fit.

25.1 Frequency of Board Meetings:-

- i. In accordance with the provisions of the Companies act, 2013, the Board shall meet at such time and at such place as it shall deem necessary (whether in India or overseas), provided that at least one meeting of the Board shall be held every three months subject to the maximum of 120 days between two Board meetings, unless all the Directors agree otherwise in writing.
- ii. At least 7 days' prior written notice (excluding the date of deemed receipt and the date of the meeting) by facsimile, (together with a confirmation by registered airmail, e-mail or facsimile, in the case of Directors resident outside the Republic of India) shall be given to all the Directors, their alternates and their local attorneys in India (whose address shall have been notified in writing to the Company for convening a Board meeting); and such notice shall be accompanied by an agenda setting out in reasonable detail the matters to be discussed except that in the event that any Director, (acting reasonably and in good faith), deems that circumstances exist which require a meeting to be convened at shorter notice, in which case such Director may instruct the Secretary to call a meeting of the Board as aforesaid by giving less than 7 days' prior written notice of such meeting. If it is not possible to send the agenda alongwith the Notice, the agenda may be sent separately to the Directors as early as possible before the Board Meeting.

25.2 Place of Board Meetings:-

Board Meetings will be held primarily at the registered office of the Company or at such other place as may be mutually decided upon by the Board of Directors from meeting to meeting. All Board Meetings shall be attended in person; provided that, if and when permitted by the Act, meetings may be attended by telephone conference call or video conferencing where each Director participating in the meeting can hear all other Directors participating in the meeting; provided that any vote at such telephonic Board Meeting shall be conducted by calling the name of each Director present and documenting the verbal response made by such Director. Where any Director's telephonic connection is disconnected or substantially impaired, such affected Board Meeting shall be deemed to have been adjourned during such period of disconnection. At the conclusion of any such telephonic Board Meeting, each participant shall be requested to confirm orally that there has been no telephonic interference or disconnection and, provided all participating members confirm this, then no adjournment pursuant to this Article shall be deemed to have taken place. In the meeting to be held through telephone conference call or video conferencing, the business allowed to be transacted/decided in accordance with the provisions of the Act shall only be taken up for discussion and decision.

25.3 Quorum:-

- i. No business shall be transacted at any Board meeting unless a quorum is present at the beginning of and throughout the meeting. The quorum for a meeting of the Board shall be one third of its total strength (any fraction contained in that one-third being rounded off as one) or two Directors, whichever is higher. In case of failure to hold a meeting on account of insufficient quorum, the meeting would stand adjourned till the same day at the same time the following week or some other later date and notice thereof would be given to all the Directors. If at such adjourned meeting, a quorum is not present within one-half an hour of the time appointed for the meeting, then the Directors present shall constitute quorum and the business at such meeting shall be confined to the remaining items as specified in the agenda for such meeting and no general matter other than specific matters set out in the agenda may be decided at such meeting.

ii. If a Board Meeting could not be held for want of quorum, the meeting shall automatically stand adjourned to the same day in the following week at the same time and place or if that day is not a Business Day, till the next day which is a Business Day at the same time and place or subject to notice being given to all Directors, to some other date, time or place. If at such adjourned meeting, the quorum is not present within one-half of an hour of the time appointed for the meeting, then at the adjourned meeting, one-third of the total strength (and if this results in a fraction, such fraction will be rounded off to the nearest whole number) of the Board or 2 (two) Director, whichever is higher, present at such adjourned meeting constitute the quorum.

iii. All decision to be taken by the Board shall be duly and validly taken by resolution adopted by the affirmative vote of a majority of the Directors present at the meeting, whether by show of hands or by concurrence to a resolution in any other form.

iv. Subject to the Act, any matter to be decided by the Board or Committee thereof may be decided by way of a circular resolution, where the draft resolution has been circulated to all Directors or as the case may be, all members of the Committee and the same has been consented to by a majority of the Directors or as the case may be, majority of the members of the Committee.

26 GENERAL MEETING:-

26.1 Annual or Ordinary General Meeting:-

i. Subject to provision of Section 96 of Companies Act 2013, the Company shall in each year hold in addition to any other meeting and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one annual general meeting and that of next Provided that in case of first annual general meeting; it shall be held within a period of nine months from the date of closing of the first financial year of the company and in any other case, within a period of six months, from the date of closing of the financial year.

Provided further that if the first annual general meeting is held in the manner aforesaid, it shall not be necessary to hold any annual general meeting during the year of incorporation:

Provided also that the Registrar may, for any special reasons, extend the time within which any annual general meeting, other than the first annual general meeting, shall be held, by a period not exceeding three months.

ii Every Annual General Meeting shall be called for a time during business hours, that is between 9 a.m. to 6 p.m. on any day that is not a public holiday, and shall be held at the Registered Office of the Company or at some other place within the city, town or village in which the Registered Office of the Company is situated.

26.2 Right to attend General Meeting:-

As per Secretarial Standard-II issued by Institute of Company Secretaries of India (ICSI) applicable w.e.f. 1st July, 2015, all Directors of the Company should attend all meetings of shareholders. If any Director is unable to attend the meeting, the Chairperson shall explain such absence at the meeting.

26.3 Convening of Extraordinary General Meeting:-

In accordance with the provisions of Section 100 of the Act, the Board may, whenever it deems fit, call an Extraordinary General Meeting and it shall do so upon a requisition in writing by any Member or Members holding in the aggregate not less than one-tenth of such of the paid-up

capital as at that date carries the right of voting in regard to the matter in respect of which the requisition has been made.

26.4 Notice and Place for General Meeting:-

Any notice of a meeting of the Shareholders shall be served on each Shareholder, Director, Auditors, and Secretarial Auditor in writing at least twenty one (21) days before the date of such meeting unless otherwise agreed by all the Shareholders of the Company in the manner provided under Section 101 of the Act. The notice shall set out the agenda for the meeting to be convened and the texts of the resolutions proposed to be adopted at such meetings. No business shall be transacted at any meeting or a resolution passed on any matters except as was fairly disclosed in the notice convening the meeting.

26.5 Contents of notice:-

Every notice of a general meeting of the Company shall specify the place, the date and hour of the meeting and shall contain a statement of the business to be transacted thereat. No General Meeting, Annual or Extraordinary shall be competent to enter upon, discuss or transact any business, which has not been specifically mentioned in the notice, or notices upon which it was convened. In accordance with the provisions of Section 102 of Act

i. A statement setting out the following material facts concerning each item of special business to be transacted at general meeting, shall be annexed to the notice calling such meeting, namely:

a) The nature of concern or interest, financial or otherwise, if any, in respect of each item-

- Every director and the manager, if any;
- Every other key managerial personnel; and
- Relatives of the persons mentioned in above sub-clauses.

b) Any other information and facts that may enable members to understand the meaning, scope and implications of the items of business and to take decision thereon

ii. For the purpose of sub-section 1 of Section 102,

a) In the case of annual general meeting, all business to be transacted there as shall be deemed special, other than-

- The consideration of financial statements and the reports of the Board of Directors and auditors;
- The declaration of any dividend;
- The appointment of Directors in place of those retiring;
- The appointment of and fixing of the remunerations of, the auditors; and
- In the case of any other meeting, all business shall be deemed special

26.5 Notice to be given to the Auditors:-

Notice of every general meeting of the Company shall be given to the Auditor or Auditors for the time being of the Company, in the manner provided in Section 101 of the Act.

26.7 Omission to give Notice not to invalidate Meeting:- The accidental omission to give notice of any general meeting to or the non-receipt of any notice by any member or other person, to whom it should be given, shall not invalidate the proceedings at the meeting.

26.8 Quorum:-

A quorum at least five (5) members personally present if the number of members as on the date

of meeting is not more than one thousand subject to conditions laid down in Section 103 of the Act. In default of quorum within an hour of the appointed time, meeting shall stand adjourned to the following week at the same time and place and in default of a quorum within an hour of the appointed time at the adjourned meeting, any duly authorized representatives of the Shareholders present, whether in person or proxy, shall constitute quorum.

26.9 Chairperson:-

The Chairperson of the Board shall be the Chairperson of every General Meeting.

26.10 How questions to be decided at meetings:-

Every question submitted to a General Meeting shall be decided in the first instance on a show of hands. Unless a poll is demanded, a resolution put to vote at a meeting shall be decided on a show of hands.

26.11 Demand for poll:-

Before or on the declaration of the result of the voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairperson of the meeting of his own motion, and shall be ordered to be taken by him on a demand made in that behalf by members present in person or by proxy, where allowed, and having not less than one-tenth of the total voting power or holding shares on which an aggregate sum of not less than five lakh rupees or such higher amount as may be prescribed has been paid up subject to provisions of Section 109 of the Act.

26.12 Time of taking poll:-

Any poll duly demanded on the question of adjournment shall be taken forthwith. A poll demanded on any other question, not being a question relating to the election of a Chairperson, shall be taken at such time not exceeding 48 hours from the time when the demand was made, as the Chairperson may direct.

26.13 Power to adjourn General Meeting:-

The Chairperson of a General Meeting, may with the consent of the members present adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place.

26.14 Business may proceed not with standing:-

The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

26.15 Scrutineers Poll:-

- i. Where a poll is to be taken, the Chairperson of the meeting shall appoint two scrutineers to scrutinize the votes given on the poll and to report thereon to him.
- ii. The Chairperson shall have power, at any time before the result of the poll is declared, to remove a scrutinizer from the office and to fill vacancies in the office of scrutinizer arising from such removal or from any other cause whatsoever.
- iii. Of the two scrutinizers, one shall always be a member (not being an officer or employee of the Company) present at the meeting, provided such a member is available and willing to be appointed.

26.16 Manner of taking poll and result thereof:-

The Chairperson of the meeting shall have power to regulate the manner in which a poll shall be taken. The result of the poll shall be deemed to be decision of the meeting on the resolution, on which the poll was taken.

26.17 Chairperson to be the sole judge of the validity of the vote tendered at meeting and at poll:-

The Chairperson of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairperson present at the taking of all polls shall be the sole judge of the validity of every vote tendered at such poll.

26.18 Right of member to use his vote:-

On a poll taken at a meeting of the Company, a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same ways all the votes he uses.

26.19 Resolutions passed at adjourned meeting:-

Where a resolution is passed at an adjourned meeting of the Company, the resolution shall, for all purpose, be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.

27 MINUTES:-

27.1 Minutes:-

The Draft minutes of the Board meeting should be circulated within 15 days from the date of conclusion of the Board meeting to all the Board Members for their comments. The Board members shall have to communicate their comments within 07 (seven) days from the date of circulation of the draft minutes. The Company shall cause minutes of all proceedings of every General Meeting and of all proceedings of every meeting of its Board of Directors or of every Committee of the Board to be entered in a book kept for this purpose in the manner, prescribed under the Act. The minutes shall truly reflect the proceedings of every General Meeting and of all proceedings of every meeting of its Board of Directors or of every Committee of the Board, including details regarding voting by each Director/Member for or against a resolution.

27.2 Minutes to be evidence:-

Any such minutes, if purporting to be signed by the Chairperson of the Meeting at which the proceedings take place or by the Chairperson of the next succeeding meeting, shall be evidence of the proceedings.

27.3 Presumption to be drawn where minutes duly drawn are signed:-

Where minutes of the proceedings of any General Meeting of the Company or of any meeting of the Board or of a Committee of the Directors have been made and duly drawn are signed in accordance with the provisions of these presents and the Act, then until the contrary is proved, the Meeting shall be deemed to have been duly called and held and all proceedings thereat to have been duly taken place and in particular all appointments of Directors or liquidators made at the meeting shall be deemed to be valid.

27.4 Inspection of minute Books of General Meetings:-

The books containing the aforesaid minutes shall be kept at the Registered Office of the Company, with certified true copies being kept at its corporate office, in the event its corporate office is located in a city different from its registered office and be open for the inspection of any member without charge, as provided in Section 196 of the Act. Any member shall be furnished with a copy of any minutes in accordance with the terms of that Section.

28 VOTING RIGHTS:-

28.1 Votes of members:-

Every member, who being an individual, is present in person, or being a Corporation, is present by a representative, shall have one vote on a show of hands. Every member, who being an individual, is present in person or by a proxy or by attorney duly authorized under power of attorney, or being a Corporation is present by a representative or his proxy shall, on a poll, have voting right in proportion to his share of the paid up equity capital of the Company.

28.2 No voting by Proxy on show of hands:-

No member, not personally present, shall be entitled to vote on a show of hands unless such member is present by attorney duly authorized under power of attorney or unless such member is a body corporate present by a representative. The attorney or representative mentioned in this Article may vote on a show of hands as if he were a member of the Company.

28.3 Votes may be given by proxy or attorney:-

Subject to the provisions of the Act and these presents, votes may be given personally or by attorney duly authorized under power of attorney or by proxy or in case of a body corporate also by a representative duly authorized under Section 113 of the Act or by proxy of such representative of the body corporate.

28.4 Instrument appointing proxy:-

The instrument appointing a proxy shall be in writing, under the hand of the appointer or his attorney duly authorized in writing or, if such appointer is a corporation, under its common seal or the hand of an officer or an attorney duly authorized by it. A person may be appointed a proxy though he is not a member of the Company, but such proxy shall not have any right to speak at any meeting.

28.5 Member's rights to appoint Proxy to be stated in notice:-

Every notice convening a meeting of the Company shall state that a member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend, who need not be a member of the Company.

28.6 Proxy to be deposited at office:-

The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a naturally certified copy of that power of authority shall be deposited at the Registered Office of the Company not less than forty-eight hours before the time for holding the meeting, at which the person named in the instrument propose to vote in case of a poll and in default, the instrument of proxy shall not be treated as valid.

28.7 When vote by proxy valid, through authority revoked:-

A vote in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death of the principal or revocation of the proxy or transfer of the share in respect of

which the vote is given, provided no intimation in writing of the death, revocation or transfer shall have been received at the office of the Company or by the chairperson of the meeting before the vote is given.

28.8 Form of proxy:-

Every instrument of proxy, whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in the form specified in Schedule IX of the Act.

28.9 Time and place to inspect the proxies lodged:-

Every member entitled to vote at a meeting of the Company according to the provisions of these presents on any resolution to be moved thereat, shall be entitled during the period beginning twenty-four hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, to inspect the proxies lodged, at any time during the business hours of the Company provided, not less than three days' notice in writing of the intention so to inspect is given to the Company.

28.10 No member entitled to vote etc. while call due to Company:-

No member shall be entitled to vote, either personally or by proxy, at any General Meeting of a class of shareholders either upon a show of hands or on poll in respect of any shares registered in his name, on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised any right of lien.

29 Transfer of Shares to State Government owned entities:-

Transfer of Shares of the Company to a wholly owned Govt's. Company/Board/Entity shall not affect the operation of any of the Clause of the MOA & AOA of the Company as existing and all powers/acts as are being exercised/performed presently by the State Govt. shall continue to be exercised/performed as such by the State Govts. including appointment of Directors etc. as specified in this document.

30 THE SEAL:-

30.1 The Seal, its custody and use:-

The Board of Directors shall provide a Seal for the purpose of the Company and shall have power, from time to time, to destroy the same and substitute a new Seal in lieu thereof and, shall provide for the safe custody of the Seal for the time being and, the Seal shall never be used except under the authority of the Board of Directors or a Committee of the Directors previously given. Every deed or other instrument to which the Seal of the Company is affixed shall be signed by at least one Director or such other officer of the Company as may be authorized in that behalf by the Board of Directors or Committee of Directors; provided nevertheless, that certificates of shares may be under the signatures of such persons as provided by the Companies (Issue of Share Certificates) Rules in force, from time to time. Save as otherwise expressly provided by the Act, a document requiring authentication by the Company may be signed by a Director, or the Secretary or any other officer authorized in that behalf by the Board and need not be under its Seal.

31 REGISTERS:-

The Company shall keep and maintain Registers as required by the Act including the following Registers;

- (i) Register of investments made by the Company, but not held in its own name, as required by section 187(3) of the Act and shall keep it open for inspection of any member or debenture holder of the Company without charge.
- (ii) Register of charges as required by Section 85 of the Act and shall keep it open for inspection of any creditor or member of the Company without fee, and person on payment of a fee of Rs.500/- for each inspection.
- (iii) Register of Members under Section 88 of the Act and shall keep the same open for inspection of any member or debenture holder without fee and of any other person, on payment of a fee of Rs.500/- for each inspection except when the Register is closed.
- (iv) Register of Debenture Holders under Section 88 of the Act and shall keep it open for inspection of any member or debenture holder without fee and for any other person on payment of a fee of Rs.500/- for each inspection except when the Register is closed.
- (v) Register of Contracts in which Directors are interested, as required by Section 189 and shall keep it open for inspection of any member without fee.
- (vi) Register of Directors and Secretary, as required by Section 170 of the Act and shall keep it open for inspection of any member of the Company without charge and of any other person on payment of a fee of Rs.500/- for each inspection.
- (vii) Register of Key Managerial Personnel (KMP) under Section 203 and Attendance Register.
- (viii) Registers as to the Holdings by Directors of shares and debentures in the Company as required by Section 170 of the Act and shall keep it open for inspection of any member or debenture holder of the Company on any working day, during the period beginning 14 (fourteen) days before the date Company's Annual General Meeting and ending 3 (three) days after the date of its conclusion.
- (ix) Register of investments in shares or debentures of bodies corporate according to Section 186 of the Act.
- (x) Books of Accounts in accordance with the provisions of Section 129 of the Act.
- (xi) Copy of instruments creating any charge requiring registration, according to Section 85 of the Act.
- (xii) Copies of Annual Returns prepared under Section 92 of the Act together with the copies of certificates and documents required to be annexed thereto under Section 92 of the Act.
- (xiii) Register of Renewed and Duplicates according to Companies (Share Capital and Debentures) Rules 2014
- (xiv) Other statutory registers as prescribed under the Act.
- (xv) Copies of entries in the above Registers shall be furnished to the persons entitled to the same on payment of one Rupee for every hundred words or Fractional part thereof required to be copied. The Company shall give inspection of the above Registers to the persons entitled to the same on any working day between the hours of 3 p.m. and 5 p.m. except Saturday. The Company shall in addition to keeping and maintaining the above Registers at its Registered Office, keep and maintain certified true copies of the above Registers at its Corporate Office, in the event its Corporate Office is located in a city different from its Registered Office.

32 DIVIDENDS

32.1 Dividends:-

- i. The Shareholder shall procure that the Board in making any decision in relation to the declaration of dividends and the appropriation of surplus shall consider the following factors :

(i) the maintenance of prudent and proper reserves including allowance for future working capital, provisions for tax, and other restrictions required by local law;
(ii) the due and prudent provisions for all actual and carried forward losses of the Company;
(iii) the due and prudent provision for the payment of all indebtedness, borrowings and loans owed by the Company to the Shareholders or to banks and financial institutions as unsecured creditors; and

(iv) any other factors which the Shareholders may agree to be taken into account.

ii. The Shareholders shall procure any dividend recommended by the Board to be approved by the Shareholders and distributed by the Company not later than 30 (thirty) days of such approval at a General Meeting. The right to dividends will vest on the date of the General Meeting approving such dividends and dividends will be paid on each Share, which was registered with the Company on the record date. The record date for determining entitlement to any such dividend shall be a date 30 days prior to the date of the General Meeting to recommend such dividend.

32.2 Dividends on Capital paid up in advance and carrying interest:-

Provided that where capital is paid up on any shares in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest, confer a right to participate in profit.

32.3 Dividends only to be paid out of profits/surplus:-

No dividend shall be payable except out of the profits of the year or any other undistributed profits except as provided by section 123 of the Act.

32.4 Dividend in proportion to amount paid up:-

All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividends as from a particular date, such share shall rank for dividend accordingly.

32.5 Interim dividends:-

The Directors may recommend, from time to time, pay to the members such interim dividends, as in their judgment, the position of the Company justifies.

32.6 Debts may be deducted:-

The Directors may retain any dividends payable on shares on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

32.7 Dividend and call together set off allowed:-

Any general meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him, and so that the call can be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the member, be set off against the call. The making of a call under this Article shall be deemed ordinary business of an Annual General Meeting which declares a dividend.

32.8 Effect of transfer:-

A transfer of shares shall not pass the right to any dividend declared thereon, after such transfer but before the registration of the transfer.

32.9 Retention in certain cases:-

The Directors may retain the dividends payable upon shares in respect of which any person is, under the Transmission Clause, entitled to become a member or which any person under that Article is entitled to transfer until such person shall become a member in respect of such shares or shall duly transfer the same.

32.10 No member to receive dividend whilst indebted to the Company and the right to reimbursement there out:-

No member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due from him, either alone or jointly with any other person or persons and the Director may deduct from the interest or dividend payable to any such member, all sums of money so due from him to the Company.

32.11 Dividend to joint holders:-

Any one of several persons who are registered as the joint holders of any share, may give effectual receipts for all dividends and payments on account of dividends, in respect of such shares.

32.12 Payment of dividend:-

(i) Unless otherwise directed, any dividend may be paid through electronic mode or by cheque or warrant sent through the post to the registered address of the member or person entitled or, in the case of joint holders, to the registered address of that one whose name stands first on the Register, in respect of the joint holding; and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent. Several executors or administrators of a deceased member in whose sole name any share stands, shall for the purpose of this Article be deemed to be joint holders thereof. The Company shall not be responsible or liable for any cheque or warrant lost in transit or for any dividend lost by the member or person entitled thereto by the forged endorsement of any cheque or warrant or the fraudulent recovery thereof by any other means.

(ii) The Company shall pay the dividend or send the warrant in respect thereof to the shareholder entitled to the payment of the dividend, within 30 (thirty) days from the date of the declaration of the dividend unless; Where the dividend could not be paid by reason of the operation of any law. Where a shareholder has given directions regarding the payment of dividend and those directions cannot be complied with

(iii) Where there is a dispute regarding the right to receive the dividend.

(iv) Where the dividend has been lawfully adjusted by the Company against any sum due to it from the shareholders; or

(v) Where for any other reason, the failure to pay the dividend or to post the warrant within, the period aforesaid was not due to any default on the part of the company.

32.13 Unclaimed Dividend:-

(i) If the Company has declared a dividend, but which has not been paid within 30 (thirty) days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall within 7 (seven) days from the date of expiry of the said period of 30 (thirty) days, open a special account in that behalf in any scheduled bank and deposit the amount of such unclaimed dividend in the said account.

(ii) Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven (7) years from the date of such transfer, shall be transferred by the Company to the Investors Education and Protection Fund established by the Central Government; a claim of any money so transferred to the general revenue account may be preferred to the Central Government by the shareholders to whom the money is due. No unclaimed dividend shall be forfeited till the claim thereto becomes barred by law.

33 Reserve and Depreciation Funds:-

The Company may raise additional finance to the extent permitted by law including but not limited to by means of (i) a depreciation fund, (ii) loans and subsidies, (iii) by way of deposits;

Such additional funds may be utilized by the Company for such purpose that the Board deems fit but subject to conditions laid down in the objectives of the Company under Memorandum of Association.

33.01 Reserve Fund:-

The Directors may, from time to time, before recommending any dividend, set apart any and such portion of the profits of the Company as they think fit, as a Reserve fund, to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the Company, for equalization of dividends or for repairing, improving and maintaining any of the property of the Company and for such other purpose of the Company as the Directors, in their absolute discretion, think conducive to the interest of the Company. The Directors may invest the several sums so set aside upon such investment, other than shares of the Company, as they may think fit and, from time to time, to deal with such investments and dispose of all or any part thereof for the benefit of the Company. The Directors may divide the Reserve Fund into such special funds as they think fit, with full power to transfer the whole or any portion of a Reserve Fund to another Reserve Fund or a division of a Reserve Fund and also with full power to employ the Reserve Funds or any part thereof in the business of the Company, separate from the other assets and without being bound to pay interest on the same. However the Board may, in their discretion, pay or allow to the credit of such funds, interest, at such rate as the Board may, think proper.

33.02 Depreciation Fund:-

The Directors may, from time to time, before recommending any dividend, set apart any such portion of the profits of the Company, as they think fit, as a depreciation fund applicable at the discretion of the Directors, for providing against any depreciation in the property and investments of the Company, destroyed or damaged by fire, flood, storm, tempest, earthquake, accident, riot, wear and tear or any other means whatsoever and for repairing, altering and keeping in good condition, the property of the Company or for extending and enlarging the building, machinery and property of the Company, applicable subject that the dividend and such moneys and all the other moneys of the Company may be invested by the Directors in or upon such investments or securities as they may select or may be used as working capital or may be kept at any bank on deposit or otherwise as the Directors may think proper from time to time.

34 Investment of funds:-

All moneys carried to any reserve fund and depreciation fund respectively shall, nevertheless remain and be profits of the Company applicable, subject to due provisions being made for actual loss or depreciation, for payment of dividend, and such moneys and all the other moneys of the Company may be invested by the Directors in or upon such investments or securities as they may select, or may be used as working capital, or may be kept at any bank on deposit, or otherwise, as the Directors may, from time to time, think proper.

35 Capitalization:-

Subject to the provisions of Section 63 of the Act, the Company in general meeting may on the recommendation of the Board, resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve account or to the credit of the profit and loss account or otherwise available for distribution. The Board shall give effect to resolution passed by the company in general meeting in pursuance of the article.

36 ACCOUNTS AND AUDIT:-

36.1 Audit Committee:-

Board of Company will constitute an Audit Committee in pursuance to Section 177 of the Act and the Audit Committee shall consist of minimum three Directors with Independent Directors forming a majority. The audit committee shall act in accordance with terms of reference specified in writing by the Board which shall inter alia include:

- The recommendations for appointment, remuneration and terms of appointment of auditors of the company;
- Review and monitor the auditor's independence and performance and effectiveness of audit process;
- Examination of the financial statement and the auditor's report thereon;
- Approval or any subsequent modification of transactions of the company with related parties.
- Scrutiny of inter-corporate loans and investments;
- Valuation of undertakings of assets of the company, wherever it is necessary
- Evaluation of internal financial controls and risk management systems.
- Monitoring the end use of funds raised through public offers and related matters.

Besides above, the audit committee will perform all other functions prescribed under Section 177 of the Act.

Till the constitution of the Audit Committee, the above functions/actions shall be done by the Board of Directors. Also till the appointment of Independent Directors, Audit Committee may be constituted with other Directors as its members.

36.2 Books where to be kept:-

The books of accounts and other books and paper shall be kept at the Registered Office of the Company or at such other place or places as the Board Of Directors think fit and shall be open to inspection by any Directors or any person authorized under the Act during business hours.

36.3 Books of Account to be preserved:-

The books of account of the Company relating to a period of not less than eight years immediately preceding the current year, together with the vouchers relevant to any entry in such

books of account, shall be preserved in good order. Also these records shall be preserved in safe for the period specified as per State Govt. rules and regulations. The Board of Directors shall, from time to time, determine whether, and to what extent, and at what times and places and under what conditions or regulations, the accounts and books and documents of the Company, or any of them shall be open to inspection of the members, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorized by the Board of Directors or by a resolution of the Company in the General Meeting.

36.4 Statement of Account to be furnished to General Meeting:-

The Board of Directors shall lay before each Annual General Meeting a Profit and Loss Account for the financial year of the Company and a Balance Sheet made up as at the end of the financial year which shall be a date which shall not precede the day of the meeting by more than 6 (six) months,

or

where an extension of time has been granted by the Registrar of Companies under the provisions of the Act, till the date of such extension.

36.5 Balance Sheet and Profit and Loss Account:-

(i) Subject to the provisions of Section 129 of the Act, every Balance Sheet and Profit and Loss Account of the Company shall be in the forms set out in parts I and II respectively of Schedule III of the Act, or as near thereto as circumstances admit or in such other form as may be approved by the Central Government.

(ii) So long as the Company is a holding Company having a subsidiary, the Company shall conform to Section 129 and other applicable provisions of the Act.

(iii) If in the opinion of the Board, any of the current assets of the Company do not have a value on realization in the ordinary course of business, which is at least equal to the amount at which they are stated, the fact that the Board is of that opinion, shall be stated.

36.6 Authentication of Balance Sheet and Profit and Loss Account:-

(i) Every Balance Sheet and every Profit and Loss Account of the Company shall be signed on behalf of the Board of Directors, by the CFO or any Finance/Accounts Head, the Secretary, and by not less than 2 (two) Directors of the Board of Directors.

(ii) Provided that, when only one Director is, for the time being, in India, the Balance Sheet and Profit and Loss Account shall be attached to a statement signed by him explaining the reason of non-compliance with the provisions of Clause (i) above.

(iii) The Balance Sheet and the Profit and Loss Account shall be approved by the Board of Directors before they are signed on behalf of the Board, in accordance with the provisions of this Article and before they are submitted to the Auditors for their report thereon.

36.7 Profit and Loss Account and all such documents or Statements, to be annexed and Auditor's Report to be attached to the Balance Sheet:-

The Profit and Loss Account and all such documents or Statements as are required to be annexed shall be annexed to the Balance Sheet and the Auditor's Report, (including the Auditor's separate, special or supplementary report, if any) shall be attached thereto.

36.8 Board's Report to be attached to Balance Sheet:-

(i) Every Balance Sheet laid before the Company in General Meeting shall have attached to it, a

Report by the Board of Directors with respect to the state of the Company's affairs, the amounts, if any, which it propose to carry to any Reserve in such Balance Sheet and the amount, if any, which it recommends to be paid by way of dividend, and material changes and commitments, if any, affecting the financial position of the Company which have occurred between the end of the financial year of the Company for which the Balance Sheet has been drawn and the date of the Report.

(ii) The Report shall, so far as it is material for the appreciation of the state of the Company's affairs by its members, and will not is the Board's opinion be harmful to the business of the Company or of any of its subsidiaries, deal with any changes which have occurred during the financial year in the nature of the Company's business, in the Company's subsidiaries or in the nature of the business carried on by them and generally in the classes of business in which the Company has an interest.

(iii) The Board shall also give the fullest information and explanations in its report, or in cases falling under the proviso to the Section 129 of the Act, in an addendum to that report, on every reservation, qualification or adverse remark contained in Auditor's Report.

(iv) The Board's Report and addendum, if any, thereto shall be signed by its Chairperson if he is authorized in that behalf by the Board; and where he is not so authorized, shall be signed by such number of Directors as are required to sign the Balance Sheet and the Profit and Loss Account of the Company by virtue of Articles given *ibid* for authentication of Balance Sheet and Profit and Loss Account.

(v) The Board shall have the right to charge any person with the duty of seeing that the provisions of Clauses (i) to (iii) of the *ibid* Articles are complied with. Such person need not be a Director.

37 Accounts to be audited:-

(i) Every Balance Sheet and Profit and Loss Account shall be audited by one or more Auditors to be appointed as hereinafter mentioned.

(ii) An annual audit of the books of account, records and affairs of the Company shall be made for each Financial Year as soon as practicable, but not later than 180 (one hundred and eighty) days, following the close of such Financial Year, The Company shall submit to the Board and each of the Shareholders the accounts in respect of each Financial Year.

37.01 Auditors and their remuneration:-

The Company, at the General Meeting in each year, shall note the appointment of the Statutory Auditors appointed by the CAG of India. The first Auditors shall be appointed by the CAG of India on the request of the Board of Directors of the Company indicating the reasonable remuneration/fee. Thereafter, being this Company a State Govt. Company, the Statutory Auditors shall be appointed/reappointed only by the CAG of India. However, their reasonable remuneration/fee etc. may be recommended by the Board of Directors from time to time to the CAG of India.

37.02 Powers and duties of Auditors:-

The Powers and duties of the Auditors of the Company shall be as per Section 143 of the Act.

37.03 Audit of Branch Offices :-

The Company shall comply with the provisions of Section 143 of the Act in relation to the audit of the accounts of branch offices of the Company if any, except to the extent to which any

exemption may be granted by the Central Government in that behalf. A secretarial audit shall also be conducted under provisions of section 143 and 204 of the Act.

37.04 Auditor's right to attend meetings:-

The Auditors of the Company shall be entitled to receive notice of and to attend any General Meeting of the Company at which any accounts which have been examined or reported on by them are to be laid before the Company and may make any statement or explanation they desire with respect to the accounts.

37.05 Reading and inspection of Auditor's Report:-

The Auditor's Report shall be read before the Company in General Meeting and shall be open to inspection by any member of the Company.

38 Powers of the Comptroller and Auditor General

The Comptroller and Auditor General of India shall have power :

(a) To direct the manner in which the Company's account shall be audited by the Statutory Auditor appointed in pursuance of Article 54 thereof and to give such Auditor/Auditors instructions in regard to any matter relating to the performance of his/their functions as such; and

(b) To conduct a supplementary or test audit of the Company's accounts by such person or persons as he may deem fit on his behalf and, for the purpose of such audit, to require information or additional information to be furnished to any person or persons and in such form as the Comptroller and Auditor General may, by general or special order, direct.

The statutory auditor aforesaid shall submit a copy of his audit report to the Comptroller and Auditor General of India who shall have the right to comment upon or supplement the audit report in such manner, as he may think fit;

Any such comment upon or supplement to the Audit Report shall be placed before the Annual General Meeting of the Company in the same manner as the Audit Report.

39 When accounts to be deemed finally settled and laying of Annual Report before State Legislature:-

Every account of the Company when audited and approved by a general meeting shall be conclusive. The Company shall after the holding of Annual General Meeting in which the Annual Accounts are approved/adopted by the Shareholders alongwith the Directors' Report, Auditors Report and comments of CAG of India, within three months shall send a copy of the Annual Report to the State Govt., which shall then be laid by the Govt. before the State Legislature/Vidhan Sabha .

40 Service of documents on members by Company:-

(a) A document (which shall, for this purpose, be deemed to include any summons, requisition, process, order, judgment, or any other document in relation to the winding up of the company) or notice may be served by the Company on any member thereof, either personally or by sending by post or e-mode, to him/her, at his/her registered address, if any, within India or abroad supplied by him/her to the Company for giving of notices to him/her.

(b) Where a document or notice is sent by post:-

(i) service thereof shall be deemed to be effected by properly addressing, preparing and posting a letter containing the document or the notice, provided that, where a member has intimated the Company in advance, that documents should be sent to him under a certificate of posting or by

registered post, with or without acknowledgement due, and has deposited with the Company, a sum sufficient to defray the expenses of doing so, service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member, and

(ii) such service shall be deemed to have been effected; in the case of a notice of a meeting, at the expiration of seventy two hours after the letter containing the same is posted; and in any other case, at the time at which the letter would be delivered in the ordinary course of post.

(c) A document or notice may be served by the Company on the joint holders of a share, by serving it on the joint holder named first in the Register in respect of the share.

(d) A document or notice may be served by the Company on the persons entitled to a share, in consequence of the death or insolvency of a member, by sending it through post in prepaid letter addressed to them by name, or by the title of representatives of the deceased or assigns of the insolvent or by any like representatives of the deceased or assigns of the insolvent or by any like description, at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by serving the document or notice in any manner in which it might have been served if the death or insolvency had not occurred.

(e) The signature to any document or notice to be given by the Company, may be written or printed or lithographed.

40.01 By Advertisement:-

A document or notice advertised in a newspaper circulating in the neighborhood of the Registrar Office of the Company shall be deemed to be duly served or sent on the day on which the advertisement appears, on every Member who has no registered address in India and has not supplied to the Company an address within India for the serving of documents on or the sending of notices to him.

40.02 Service of Documents on personal Representatives, etc.:-

A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the post in prepaid letter addressed to them by name or by the title of representatives of the deceased, or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the persons claiming to be entitled, or until such an address has been so supplied by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

40.03 Service of document on company:-

A document may be served on the Company, or an officer thereof, by sending it to the Company or officer, at the Registered Office of the Company by post, under a certificate of posting or by registered post with a copy sent to the Company at its corporate office or by leaving it at its Registered Office or corporate office.

41 Indemnity:-

Subject to the provisions of the Act every Director, Chairperson, Officer or Servant of the Company shall be indemnified by the Company against, and it shall be the duty of Directors, out of the funds of the Company, to pay all costs, charges, losses and expenses which any such officer or servant may incur or become liable to, by reason of any contract entered into, or acts done by him as such officer or servant or during the discharge of his duties, including expenses and, in particular, and so as not to limit the generality of the foregoing provisions, against all

liabilities incurred by him/her as such Director, Chairperson, Officer or servant in defending any proceedings, whether civil or criminal in which judgment is given in his favour or he is acquitted or in connection with any application under the Act in which relief is granted by the Court, and the amount, if any, shall be treated as a lien on the property of the Company.

42 WINDING UP:-

42.1 Distribution of assets:-

If the Company shall be wound up, and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the paid up capital, or which ought to have been paid up, at the commencement of the winding up, on the shares held by them respectively. And if in a winding up, the assets available for distribution among the members shall be more than sufficient to repay the whole of the paid up capital at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital, at the commencement of the winding up, paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be construed and applied without prejudice to the rights of the holder of shares issued upon special terms and conditions.

42.2 Distribution in specie or kind:-

- i. If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of a special resolution, divide amongst the contributories, in specie or kind, any part of the assets of the Company and may, with like sanction, vest any part of the assets of the Company in Trustees, upon such trusts for the benefit of the contributories, or any of them, as the liquidators, with the like sanction, shall think fit.
- ii. If through expedient, any such division may, subject to the provisions of the Act, be otherwise than in accordance with the legal rights of the contributories, (except where unalterably fixed by the Memorandum of Association) and in particular, any class may be given preferential or special rights or may be exclude altogether or in part but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby, shall have a right to dissent and ancillary rights, as if such determination were a special resolution passed pursuant to provisions of the Act.
- iii. In case any shares to be divided as aforesaid, involve a liability to calls or otherwise, any person entitled under such division to any of the said shares may, within ten days after the passing of the special resolution, by notice in writing, direct the liquidators to sell his proportion and pay him the net proceeds and the liquidators shall, if practicable, act accordingly.

42.3 Rights of Shareholders in case of sale:-

Special Resolution sanctioning a sale to any other Company, duly passed pursuant to Section 494 of the Act, may subject to the provisions of the Act, in like manner as aforesaid, determine that any shares or other consideration receivable by the liquidators be distributed amongst the members, otherwise than in accordance with their existing rights and any such determination shall be binding upon all the members subject to the rights of dissent and consequential rights conferred by the said Section.

43 Secretary:

The Board may, from time to time, appoint an individual as the secretary of the Company for such term and at such remuneration and upon such conditions as it may think fit and the Secretary so

appointed may be removed by the Board.

43.01 Functions of Secretary:

The Secretary shall report to the Board about compliance with the provisions of this Act, the rules made thereunder and other laws applicable to the Company.

(i) He shall ensure that the company complies with the applicable secretarial standards.

(b) He shall discharge all such other duties as may be prescribed.

44 Secrecy Clause:-



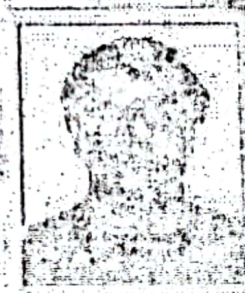





(i) Every Director, Manager, Secretary, Auditor, Treasurer, Trustee, member of a Committee, officer, servant, agent, accountant or any other person employed in the business of the Company shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself/herself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself/herself not to reveal any of the matters which may come to his/her knowledge in the discharge of his/her duties except when required so to do by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.


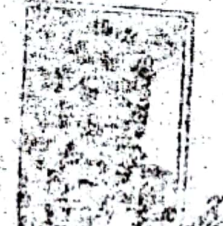
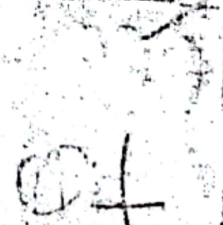

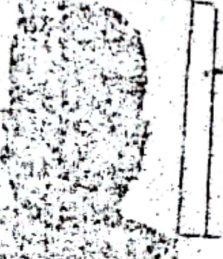

(ii) No member shall be entitled to visit or inspect any works of the Company without the permission of the Directors or to require discovery of or any information respecting any details of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of these Articles, and we respectively agree to take the number of shares in the Capital of the Company (as given in the MOA) set opposite our respective names.

On behalf of the State Govt. and Shimla Municipal Corporation (SMC) respectively:

On behalf of the State Govt. and Shimla Municipal Corporation

Sr. No.	Names, Father's names, addresses, descriptions and occupations of subscribers	Photograph of subscribers	Signature of subscribers	Signature, names, addresses, descriptions and occupations of subscribers
	<p>Mr. S. Choudhary House No. 2 Sub. Shimla District Shimla Number 91/10</p>			<p>Mr. S. Choudhary to subscribers who have subscribed and signed in my presence on</p>
	<p>Mr. K. S. Choudhary A.C. C. Shimla 15/12, Shimla Mohli Shimla</p>			<p>Mr. K. S. Choudhary who have subscribed and signed in my presence on</p>
	<p>Mr. S. S. Choudhary Mohli Shimla Cat. No. 2 Type II Karampali Shimla - 9</p>			<p>Mr. S. S. Choudhary who have subscribed and signed in my presence on</p>
	<p>Mr. Davesh Kumar Secretary I.P.A. Sub. No. 12 Type VI Karampali Shimla</p>			<p>Mr. Davesh Kumar who have subscribed and signed in my presence on</p>

<p>1. Sri. K. Srinivas Reddy Mayor</p> <p>Valandri Estate Lower 100th Arundite ACP Chennai</p>		<p>NAME- AJAY KUMAR CHAUNAN</p> <p>ADDRESS- REPSLP, CHAUNAN HOUSE</p>
<p>6. Sri. Ramesh Srinivas Commissioner</p> <p>Ct No. 21 Type 4 Narasaraopally Centre Melli Shilpa</p>		<p>GROUND FLOOR KHALINI, SHOLA -02 HP</p> <p>OCCUPATION- PRACTISING COMPANY SECRETARY M.No- 188579 2011-14559</p>
<p>7. Sri. Vijaya Sankar Joint Commissioner</p> <p>Shri College Shilpa Nagar</p>		<p>SIGNATURE</p> 
<p>8. Sri. Dhanendra Sibi Superintending Engineer</p> <p>Green Gate Building Mangaluru Shilpa</p>		

ABBREVIATIONS

1. SEBI : Securities & Exchange Board of India
2. RBI : Reserve Bank of India
3. QMS : Quality Management System
4. MIS : Management Information System
5. BOD : Board of Directors
6. MoUD : Ministry of Urban Development
7. GoHP : Government of Himachal Pradesh
8. MC SHIMLA : Urban Local Bodies
9. SMC : Shimla Municipal Corporation
10. SCM : GSWM Mission.
11. GSWSSC : Greater Shimla Water Supply & Sewage Circle

प्रश्न संख्या: 2(9)38

द्वारा : श्री राकेश कुमार शर्मा, मा0 पार्षद

क्रम संख्या	प्रश्न	उत्तर
क)	<p>क्या आयुक्त महोदय बतलाएंगे कि नगर निगम शिमला द्वारा करवाये जा रहे विकास कार्यों की गुणवत्ता की जांच का क्या तरीका है और यह कार्य करते समय कब-कब करवाई जाती है क्या कार्य करते समय कार्य की गुणवत्ता की जांच सैंपल के माध्यम से करवाई जाती है? पूर्ण ब्यौरा सदन पटल पर रखें।</p>	<p>नगर निगम शिमला द्वारा करवाये जा रहे विकास कार्यों की गुणवत्ता की जांच सैंपल के माध्यम से समय-समय पर सरकार द्वारा मान्यता प्राप्त लेब से करवाई जाती है। कार्य करते समय सर्वप्रथम निर्माण सामग्री की गुणवत्ता की जांच करवाई जाती है और कंक्रीट की Compressive Strength का क्यूब टेस्ट सात व इक्कीस दिनों के भीतर करवाया जाता है। जांच की सभी रिपोर्ट सम्बन्धित नस्ति में संलग्न की जाती हैं। सिविल से सम्बन्धित विकास कार्यों की गुणवत्ता की जांच Third party द्वारा सुनिश्चित की जाती है। Third party inspection सरकार द्वारा अधिकृत agency से करवाई जाती है। यह गुणवत्ता जांच कार्य को शुरू करने से पहले की जाती है।</p>

प्रश्न का उत्तर मा0 पार्षद को उपलब्ध कराया दिया गया है।

प्रश्न संख्या: 2(10)39

द्वारा : श्रीमती सिमी नंदा, माओ पार्षद

क्रम संख्या	प्रश्न	उत्तर
	<p>What is the progress of long outstanding demand of the local resident of Dateg area of Phagti for construction of Ambulance road? A chronological list of progress including NOCs issued by the different departments so far and remaining formalities still to be completed be supplied? How much more time would it take to provide this basic amenity to the people?</p>	<p>The FCA case of said ambulance road has been uploaded on Forest Portal on 21.07.2020. After submission of the case, numbers of observations were received on 27.07.2020. Now same has been attended in all respects. This department has received the acknowledgement from Nodal Officer, Forest Department. In response of the acknowledgement this department is preparing five Nos Folders as per the latest guidelines of FCA and same will be submitted to DFO within 15 days for obtaining final approval from the concerned department.</p>

प्रश्न का उत्तर माओ पार्षद को उपलब्ध करवा दिया गया है।

प्रश्न संख्या: 2(11)40

द्वारा : श्री राकेश चौहान, मा0 पार्षद

क्रम संख्या	प्रश्न	उत्तर
क)	क्या आयुक्त महोदय बतलाएंगे कि कोविड-19 काल में सरकार की तरफ से नगर निगम शिमला को कितनी धन राशि दी गई है? उसके खर्च का पूर्ण ब्यौरा सदन पटल पर रखें।	सरकार द्वारा नगर निगम शिमला को कोविड-19 काल में राशि रु0 1,00,00,000/- (एक करोड़) दी गई है जोकि पूर्णतया खर्च हो गई है। खर्च का पूर्ण ब्यौरा अनुलग्नक "क" पर संलग्न है।

प्रश्न का उत्तर मा0 पार्षद को उपलब्ध कराया गया है।

Summary of expenditure in view of COVID-19 during dated
06.04.2020 to till date.

Sr No.	Name of Department	Expenditure	Remarks
1	Health Deptt.	92,14,000	Procurement PPF's and others
2	General Branch	12,00,000	Stocks, diesel and oil etc
3	Road & Building	8,15,000	Labour and others
	Grand Total	1,04,29,000	

विवरण:- कोविड -19 महामारी के दौरान खर्च की गई राशि बारे।

नगर निगम शिमला के स्वास्थ्य विभाग द्वारा दिनांक 22.12.2020 कोविड- 19 महामारी के दौरान खर्च की गई राशि का विवरण निम्न प्रकार से है:-

Sr.No.	Name of Items	Unit	Quantity	Amount spent
1	Sodium Hypochlorite Solution	Ltrs	7225	200303
2	Spray Pump	Nos	35	1,41,636
3	Duster	Nos	200	10,950
4	Toilet Brush	Nos	100	4800
5	3 Ply face mask	Nos	1,00,100	10,50,800
6	Bags for contaminated waste		15000	1,95,700
		nos		
7	Bleaching Powder	Kg	2500	96950
8	Brooms	nos	2000	130000
9	Bamboo sticks (Brooms)	nos	1000	84000
10	Sur Ciprit	Ltr	5	851
11	Cloth Mask	nos	200	2600
12	Dead Body Bags	nos	100	35000
13	Detergent Powder	Kg	525	27610
14	Disposable Gloves	nos	57100	539024
15	Hand Sanitizer (100 ml)	nos	10000	3,13,000
16	Hand Sanitizer (500 ml)	nos	207	35,502
17	Handling fees	-	-	29500
18	Heavy Duty Gloves	nos	5000	603750
19	Initiative M.C.Employees	nos	24	43000
20	Liquid Soap	Ltr	600	44520
21	Lizol (500 ml)	nos	24	2029
22	Black Mask (Reusable)	nos	10000	336000
23	N-95 Face Mask	nos	200	33600
24	PPE Kit Dress	nos	120	63715
25	Safety Goggles	nos	28	2950
26	Soap Bar	nos	5100	49500
27	Iron Broom Ring	nos	400	13216
28	Malathene	Ltr	50	22503
29	Soduim hychorite Samples(Kandaghat)	nos	4	2000
30	Advertismnt the of COVID 19	nos	2	78,803
31	Cremation Fuel Expensive (Sood Sabha)	nos	2	7200
32	Repair of Spray Pump	nos	14	3592
33	Jingle FM COVID-19	nos	1	54959
34	N-95 Face Mask	nos	250	5000
35	Single use Gloves	nos	18000	111600
36	Single use Mask	nos	18000	44100

37	Heavy Duty Gloves	nos	1200	99828
38	Gum Boot & Spray Pumps	nos	508.5	34105
39	Initiative of Dead Bodies			486000
40	Cremation Fuel Expenditure			83260
41	Advertisement			10360
42	Thermal Scanner			73821
43	Automatic Sanitizer Dispenser			10620
	Expenditure of Procurement			5219452
	Expenditure of diesel	ltr	-	3990411
	Total Expenditure			Rs. 92,09,903

अतः उपरोक्त विषय पर कार्य की गई राशि 92,09,903/- रुपये (Ninety two lakh nine thousand nine hundred three only) है।

6 सित

22/12/20

DETAILS OF EXPENDITURE INCURRED ON DIFFERENT ACTIVITIES UNDERTAKEN FOR CONTAINING THE SPREAD OF CORONAVIRUS (COVID-19) PANDEMIC DURING THE LOCKDOWN PERIOD W.E.F. 23.03.2020 TO 31.08.2020

Sr. No.	Particulars	Firm Name	Quantity	IPV No. & Date	Amount Spent (Rs.)
1	Stickers	M/s Akar Enterprises	2550 Nos.	16 dated 26.05.2020	67090.00
2	Certificate	M/s Kawasaki Arts	1100 Nos.	17 dated 26.05.2020	14784.00
3	Colours Print & Spiral binding	M/s Saurav Photostate	800 pages and 10 Nos. Spiral Binding	276	8752.00
4	Toilet Items	M/s Munshi Ram Manak Chand	Sanitizer, Harpic, brush, phenyl etc.	27 dated 09.06.2020	11805.00
5	Hoarding	M/s Tingje Media	10 Nos.	90 dated 14.08.2020	50072.00
6	Flower sticks, Garland	M/s Maharaja Caterers & Decorators	550 Nos.	90 dated 14.08.2020	18260.00
7	HQ Stickers	M/S. Akar Enterprises	5000 Nos.	100 dated 19.08.2020	1,40000.00
8	Jeckets	M/s Events corporation	564 Nos.	75 dated 18.07.2020	1,18440.00
9	Petrol & Desial	Himfed Petrol Pump			65,195.00
10	Petrol & Desial	Himfed Petrol Pump			1,05,892.00
11	Printing of Stickers	U Care	2600 nos	Bill dt. 08.09.2020 no-4	69720.00
12	Printing of Stickers	Akar Enterprises	1000 nos	Bill.noAKA-MB-20-21-1064,1062 dt.14.08.2020	28000.00
13	Printing of Stickers	Akar Enterprises	1000 nos.	Bill.noAKA-MB-20-21-1126,1104 dt.30.09.2020	28000.00
Total Amount Expenditure					7,25,970.00

(Signature)
27/11/20
P. Ashok

प्रश्न संख्या: 2(12)41

द्वारा : श्रीमती शैली शर्मा, मा0 पार्षद

क्रम संख्या	प्रश्न	उत्तर
क)	क्या आयुक्त महोदय बतलाएंगे कि समरहिल वार्ड के लिए 25 LED Lights approve हुई थी वह कब तक लगेगी? पूर्ण ब्यौरा सदन पटल पर रखें।	समरहिल वार्ड में 26 एल0ई0डी0 स्ट्रीट लाइटें लगाने के लिए मानवीय सदन द्वारा राशि रु0 5,92,985/- का अनुमान पर Shimla Smart City Mission के अन्तर्गत स्वीकृत किया गया है। Shimla Smart City द्वारा हि0प्र0रा0 विद्युत बोर्ड को राशि का भुगतान कर दिया गया है। सम्बन्धित कनिष्ठ अभियन्ता (विद्युत) द्वारा अधिशासी अभियन्ता, विद्युत बोर्ड से मामलों में शीघ्र कार्यावाही का आग्रह किया गया है। अधिशासी अभियन्ता, विद्युत बोर्ड द्वारा आश्वस्त किया गया है कि आगामी एक माह के भीतर समरहिल वार्ड में 26 एल0ई0डी0 स्ट्रीट लाइटें लगा दी जाएगी।
ख)	LED Lights missing complaint करने के बाद कितने दिन में नई Lights लगती है? पूर्ण ब्यौरा सदन पटल पर रखें।	एल0ई0डी0 स्ट्रीट लाइट की missing complaint करने के बाद नई स्ट्रीट लाइट एफ0आई0आर0 की छायाप्रति प्राप्त होने पर लगाई जाती है।

प्रश्न का उत्तर मा0 पार्षद को उपलब्ध कराया दिया गया है।

प्रश्न संख्या: 2(13)42

द्वारा : श्री सुनील धर, मा0 पार्षद

क्रम संख्या	प्रश्न	उत्तर
क)	क्या आयुक्त महोदय बतलाएंगे कि स्मार्ट सिटी का कार्य क्या है आज तक स्मार्ट सिटी के तहत कितने कार्य किए जा चुके हैं तथा कितने कार्य प्रगति पर हैं व कितने कार्य के टेण्डर किए जा रहे हैं? पूर्ण ब्यौरा सदन पटल पर रखें।	The work under Shimla Smart City Mission are being implemented within Municipal Corporation in line with the Smart City proposal and the Mission Guidelines/ Advisories issued by MoHUA, Govt. of India from time to time. The detail of the projects being implemented under the Mission is attached as Annexure-"A"

प्रश्न का उत्तर मा0 पार्षद को उपलब्ध करवा दिया गया है।

Abstract

Projects/Components under active Implementation		
Description	No. of components	Amount (Rs. In Crore)
(A) Project completed	9	21.94
(B) Projects awarded/under implementation/ initial work taken up	55	188.21
(C) Tenders floated	25	54.69
TOTAL(A+B+C)	89	264.84
Proposed to be taken up for implementation		
(D) DPRs Prepared	21	154.36
(E) DPRs Under Preparation	27	123.3
TOTAL(D+E)	48	277.66
TOTAL (I + II)	137	542.5

Projects completed

Sr.N o.	Name of Project/ component	Tentative Cost to be incurred by SSCL (Rs. In Crore)	Location
1	Installation of E-toilets at important public places.	0.66 (Rs. 11.00 lac each x 6 nos.)	(i) Near Ritz, (ii) Old Bus Stand, (iii) Talland bus stop, (iv) Vikas Nagar bus stop, (v) 5 Bench Jakhoo, and (vi) New Power House, Totu
2	Implementation of City branding- Component (iv)-Placemaking/ sitting place at Ridge.	0.25	Sitting area around Takka Bench
3	Development of Pvt. Sector SubziMandi (pocket-1 temporary shads-32 shops)	0.57	
4	Road sweeping machine- 3.3 cum capacity.	2.55	HPPWD (Mech. wing)
5	Road sweeping machine- 6.2 cum capacity.	3.25	HPPWD (Mech. wing)
6	C/I on circular road Shimla town (Location - MehliKasumpti Road IAS Colony)	0.12	HPPWD
7	Improvement of junctions at DhalliChowk	1.34	HPPWD
8	Installation of solar panels including net metering	12.95	HIMURJA
9	Component: Pedestrian Path: Access from existing pedestrian path upto campus/ ground of Auckland Boys School from circular road behind Auckland tunnel	0.15	RTOC
	TOTAL	21.94	

Projects awarded under implementation

Sr. No	(name of Project/ component)	Tentative Cost (Rs. In Crore)	Implementing Deptt.	Status	Expected Completion Date	A/A & E/S Accorded (Yes/No)
Eco-Tourism development & parks component: Face lifting of existing parks at:						
1	(i) Rani-Jhansi Park (Ward no. 15)	0.50	MC Shimla	Site development taken up.	31.06.2021	No
2	Golpanadi (Ward no. 3) (v)	1.10		Site development work in progress.	30.06.2021	No
3	Eco Tourism Development: (ii) natural spring opposite Hotel Marina	0.48(0.56)	SJPNL	Work awarded contractor mobilizing	31.03.2021	yes
Road Widening/Improvement of junctions/ Grade separators, basic work of bus stop, footpath, etc. Component (A)(i) Improvement of existing pedestrian path on Circular road:						
4	Reconstruction and improvement of pedestrian path on KSC road (Location - Tutikandi crossing, Near Victory Tunnel, Railways Parking, Apsara Guest House, Krishna Nagar and Congress Bhawan)	0.92	HPPWD	Construction in progress.	30.04.2021	yes
5	Reconstruction and improvement of pedestrian path on Talland to Khalini road (Location- TallandKhalini road)	0.50		Work Commenced	30.04.2021	yes
6	Reconstruction of pedestrian path between Kali Dhank location (Location- At Kali Dhank towards LPG Gas Godown)	1.21		Construction in progress.	30.04.2021	yes
7	Construction of footpath at Navbhar, St. Bedes College (Location - NavBahar, Navbahar to St. Beads college)	0.47		Construction in progress	31.12.2020	yes

8	<p>1.0 add pedestrian path 1.1 W lane road road further widening of 102/103 via Chong Drive (Lanette - 174) 102/103 (Lanette - 174) Tunnel, Old Street, at Parking Area Road Court, Bantua, to Bank, Bantua Road before bank office)</p>	1.20	100%	Work completed construction building	2014/2015	yes
9	<p>Construction of concrete bridge along Sungai 100 road</p>	1.20	100%	Construction of bridge to complete	2014/2015	yes
10	<p>Reconstruction and improvement of pedestrian path and road along road widening of 102 via Chong Drive (Lanette - 174) 102/103 (Lanette - 174) Tunnel, Old Street, at Parking Area Road Court, Bantua, to Bank, Bantua Road before bank office)</p>	1.20	100%	Construction work in progress	2014/2015	yes
11	<p>Construction of concrete bridge along road widening of 102 via Chong Drive (Lanette - 174) 102/103 (Lanette - 174) Tunnel, Old Street, at Parking Area Road Court, Bantua, to Bank, Bantua Road before bank office)</p>	1.20	100%	Work completed construction building	2014/2015	yes
<p>Component (7) 7.1 Widening of road and of Sungai Bantua Road</p>						
12	<p>1.1 W lane road road further widening of 102/103 via Chong Drive (Lanette - 174) 102/103 (Lanette - 174) Tunnel, Old Street, at Parking Area Road Court, Bantua, to Bank, Bantua Road before bank office)</p>	1.20	100%	Work completed construction building	2014/2015	yes
13	<p>1.1 W lane road road further widening of 102/103 via Chong Drive (Lanette - 174) 102/103 (Lanette - 174) Tunnel, Old Street, at Parking Area Road Court, Bantua, to Bank, Bantua Road before bank office)</p>	1.20	100%	Construction work in progress	2014/2015	yes
14	<p>1.1 W lane road road further widening of 102/103 via Chong Drive (Lanette - 174) 102/103 (Lanette - 174) Tunnel, Old Street, at Parking Area Road Court, Bantua, to Bank, Bantua Road before bank office)</p>	1.20	100%	Construction work in progress	2014/2015	yes
15	<p>1.1 W lane road road further widening of 102/103 via Chong Drive (Lanette - 174) 102/103 (Lanette - 174) Tunnel, Old Street, at Parking Area Road Court, Bantua, to Bank, Bantua Road before bank office)</p>	1.20	100%	Work completed construction building	2014/2015	yes

16	C/I on circular road in Shimla town (near Timber House) Location-near, Timber House/KNH bifurcation)	2.18	HPPWD	Work awarded contractor mobilizing.	30.04.2021	Yes
17	C/I on circular road in Shimla town (97 Rmt) (Location-Ilgah)	1.1	HPPWD	Work awarded contractor mobilizing	30.04.2021	yes
18	Widening of junction point at MLA Crossing and Boileauganj Chowk on MLA crossing to Tawi more.	0.93	HPPWD	Construction work commenced	30.04.2021	yes
19	Providing drain etc. from Dhali tunnel to Mashobra junction- 153/725 to 153/785 and 154/310 to 154/361	2.39	HPPWD	Work awarded contractor mobilizing.	05.09.2021	Yes
20	M/T in various locations (Location-on extended portion)	1.35		Work not started	30.06.2021	Yes
21	Boileauganj Chowk (Phase I)- Road from Kamna Devi Temple to be relocated	0.37	HPPWD	Construction work commenced Issue of CRWD land.	31.03.2021	yes
22	Boileauganj Chowk (Phase II)	1.39	HPPWD	Demolition of old structure and construction of retaining wall taken up	30.06.2021	yes
23	Installation of E-toilets at important public places (15 nos.)	2.22	MC Shimla	Fabrication commenced by the contractor at Mumbai.	30.06.2021	No
24	Provision of vending area (i) Ashini and (ii) Vikas Nagar	0.52	ATDC	Civil work commenced	31.01.2021	yes
25	Development of new parkings Component (A)- Development of a parking complex near the new block of IGMC on circular road including road from IGMC to Circular road (capacity about 700 vehicles)	32.02	HPPWD	Work awarded. Soil exploration commenced	30.03.2022	yes

26	Implementation of city branding-Component (f): Development of Book Café at ChauraMaidan	0.79	RTDC	Dismantling of dilapidated building completed	28.02.2021	yes
27	(h): Development of Book Café at Chotta Shimla	0.33		Dismantling of dilapidated building in progress	28.2.2021	yes
28	Implementation of City branding-Component (iii): Refurbication of fountain/ site development near Takka Bench, smart display board highlighting historic importance of Ridge.	0.48(0.96)	SJPNL	Work awarded contractor mobilizing	31.01.2021	yes
29	Development of storage tanks, channelization of nallahs and fire fighting system - Component (A) Channelization of nallah Channelization of nallah at: (i) Combermere (ii) Krishna Nagar.	10.00	SJPNL	Site Development taken up	31.04.2021	yes
30	Development of Pvt. Sector SubziMandi (pocket-1- 65 shops and 13 stores)	2.83	HIMUDA	Temporary sheds completed. Foundation laid for prefab shops	31.04.2021	yes
31	SubziMandi (Pocket-2 28 shops and 3 stores)	1.1	HIMUDA	Work awarded. Shopkeepers being shifted	31.03.2021	yes
32	Lower Bazar (39 No. shops and 15 No. basements)	2.8	HIMUDA	Work awarded. Alternate space being arranged for shopkeepers	30.08.2021	yes
33	Ram Bazar (40 shops)	2.02	HIMUDA	Work awarded Alternate space being arranged for shopkeepers	30.09.2021	yes
	Construction of lifts/ Escalators-					
34	Installation of escalators at Jakhu temple	7.94	RTDC	Work awarded contractor mobilizing	31.03.2021	yes

35	Installation of lift at MC Old Bakery Building	2.17	RTDC	Cut-outs being made by MC. Simultaneously supply order for lift placed by RTDC.	31.12.2020	yes
36	Installation of lift at Metropole parking	1.07	RTDC	Finishing work of Lift well being taken up.	28.02.2021	yes
37	Installation of lifts & escalators from Lakkar bazaar bus stand to Ridge including Foot over Bridge on circular road	11.37	RTDC	LoI issued. Soil Exploration taken up.	31.08.2021	yes
38	Component (B) Unsafe, dilapidated building of M.C Shimla near PatwarKhana, Kasumpti to be demolished and reconstructed	1.68	RTDC	Dismantling of dilapidated building alongwith site development in progress.	31.03.2021	Yes
Construction of smart foot-over bridges:						
39	Vikas Nagar	3.00	RTDC	Contractor mobilizing. Design being finalized. Soil testing being taken up.	30.06.2021	Yes
40	near Lift	4.99	RTDC	Contractor mobilizing. Design being finalized. Soil testing being taken up.	30.06.2021	Yes
41	Construction of smart foot-over bridges: near DDU Hosp.	0.74	RTDC	Contractor mobilizing. Design being finalized. Soil testing being taken up.	30.04.2021	Yes
42	Providing drain etc from Dhalli tunnel to Mashobra junction- RD 153/153 to 153/765	2.04	HPPWD- (NH Circle)		2.12.2021	Yes
43	Providing drain etc. from Dhalli tunnel to Mashobra junction- 154/500 to 154/760	1.17	HPPWD- (NH Circle)		06.12.2021	Yes
44	Providing drain etc. from Dhalli tunnel to Mashobra junction-154,760 to 155/045	1.58	HPPWD- (NH Circle)		06.12.2021	Yes
45	Improvement of Y-junction at Dhalli Tunnel- C/O retaining wall & U shape covered drain.	2.21	HPPWD- (NH Circle)		02.12.2021	Yes

46	4 Residential Blocks (36 flats) at Ghora Line Krishna Nagar	9.19	HIMUDA		30.09.2021	YES
47	Component Improvement/widening in the area of Old Barrier near existing shops (Phase I)	2.88	HPPWD (NH Circle)		02.06.2021	YES
48	Component (D) Development of smart parking's in wards as per availability of land	6.66	MC Shimla		30.06.2021	Yes
49	Component: Refurbishment of PadamDev Complex	0.56	HPPWD		31.12.2020	Yes
50	Eco-Tourism development & parks Component: Face lifting of existing parks Below Ashiana Regency	0.23	MC Shimla		30.06.2021	No
51	Booth for traffic police & LED traffic lights, high mast lights and signages at different locations (i) Installation of High Mast Lights (ii) Installation of solar/ street lights at prominent locations	3	MC Shimla			No
TOTAL		167.75				

Projects on which initial work taken up:-

Sr. No	(Name of Project/ component)	Tent. Cost (Rs. In Cr.)	Implementing Deptt.	Status	Expected Completion Date	A/A & E/S Accorded (Yes/No)
	Road Widening/improvement of junctions/ Grade separators, basic work of bus stop, footpath, etc					
	Component (C) Improvement of junctions at					
1	Chotta Shimla Chowk	2.23	HPPWD	Repair of garrage taken up to shift existing shopkeepers Work held up due to locking of garrage	30.06.2021	Yes
2	Commercial space development Component (A) Unsafe/dilapidated building of M.C Shimla at following locations to be demolished and reconstructed: (i) Ghora Hospital, Cart road, Shimla	3.00	HIMUDA	Dismantling of dilapidated building in progress by MC Shimla.	30.09.2021	No

3	Component (B) multi-storey parking complex at Vikas Nagar	15.27	MC Shimla	Site Development Undertaken.	31.12.2022	Yes
	Widening of circular road near SubziMandi	0.50	HPPWD	Unauthorized structure demolished. Widening component to be taken up.		No
	Commercial space development - Component (A) Unsafe/dilapidated building of MC Shimla near Tibetan School, Chotta Shimla to be demolished and reconstructed.	1.00	RUDC	Dismantling of dilapidated building in progress with retaining of existing road.	30.09.2021	No
	Construction of additional parking near Jiwanoo Colony, Panthaghati	2.00	MCS	Construction Work underway in AMRUT. To be clubbed with Smart City Project.		No
4	Bike sharing scheme on 3 stretches (i) ChauraMaidan to CTO, (ii) SanjauliChowk to Lakkar Bazar (Police Chowki), and (iii) Chotta Shimla near Secretariat to Ridge	1.93	HPIDS	Pilot dock locations identified. Lol being issued.	03.01.2021	No
TOTAL		20.15				

Projects for which tenders floated

Sr. No.	Name of Project/ component	Tentative Cost to be incurred by SSCL (Rs. in Crore)	Implementing Deptt.	A/A & E/S Accorded (Yes/No)
	Procurement of garbage compactors: Procurement of 34 garbage vehicles, 4 garbage compactors and 2 road sweeping-cum-snow cutter machines			
1	Covered Garbage vehicles (5 cum capacity)	5.45	HPPWD	Yes
2	Reuse Garbage compactors (24 cum capacity)	1.61	(Mech. Wing)	no
Development of Smart Bus Stops with all facilities				
3	Smart bus stop at Talland- valley side (Type-B)	1.51	HPPWD	Yes
4	Smart bus stop at different locations- (Nigam Vihar, Talland-Hill side, Bemloie, near 103 tunnel, near CMP check post)	2.34	HPPWD	Yes
5	Construction of composting plant near IGMC, Circular road	1.50	MC Shimla	No
6	Initiatives for Govt. High School Krishna Nagar	4.03	HPSEDC	Yes

Road Widening/Improvement of junctions/ Grade separators, basic work of bus stop, footpath, etc			
Component (A) Pedestrian Path Including			
(i) Improvement of existing pedestrian path on Circular road			
7	Reconstruction of W. beam railings	1.32	Yes
8	Improvement of existing pedestrian path on Circular road - Addl. Locations On various locations on Sanjauli to Lakkar Bazar road, viz., near RKMV, Snowview (Keleston) etc.	3.83	Yes
Component (A): Pedestrian Path :(ii) Providing drain etc. from Dhalli tunnel to Mashobra junction.			
9	Providing drain etc. from Dhalli tunnel to Mashobra junction- 153/180 to 155/00	2.13	HPPWD- (NH Circle) Yes
10	Providing drain etc. from Dhalli tunnel to Mashobra junction- 153/765 to 154/500	2.25	Yes
Component (B)			
(i) Widening of circular road at feasible locations			
11	C/I on circular road in Shimla town (110 Rmt)	0.97	Yes
12	C/I on circular road in Shimla town (near Ranjan Hotel)(Location :- Ranjan Hotel Near Old ISBT)	1.32	Yes
13	C/I on circular road in Shimla town (near Cecil garage)(Location- Below Cecil Hotel)	0.94	HPPWD Yes
14	Improvement of Y-junction at Dhalli Tunnel- M/T on extended portion on Hill/ Valley side	0.63	Yes
Development of new parkings			
15	Component (C) Development of a parking complex at Totu (capacity about 150 vehicles)	4.00	HPPWD No
Implementation of City branding			
16	Component (j): Development of Book Café at Sanjauli.	0.40	RTDC Yes
17	Development of new parkings Component: Off street parking near SankatMochan.	5.00	HPPWD Yes
Construction of lifts/ Escalators-			
18	Police Chowk/Lakkar Bazar to Audland area, etc.	5.33	RTDC Yes
Development of Pvt. Sector:			
19	C/O Single Room ACC 1 Unit Block No.4(4 No. Flats) without parking SIKH LINE at Krishna Nagar Shimla including internal and external services	0.98	HIMUDA Yes
20	C/O Residential Block No.1(12 No. Flats) near Luv-Kush Chowk Krishna Nagar Shimla including internal WS, SI & E.1, Development of site & C/O 5000 litres capacity Rain Water	3.15	HIMUDA Yes
21	C/O Residential Block No.3, Single room ACC 2 unit (8Nos Flats) at SnanGhar Krishna Nagar Shimla including Internal & External Services	1.46	HIMUDA Yes
22	Installation of E-toilets at important public places. Component: Refurbishment of toilets at Ridge and near Rotary Club.	1.04	SJPNL Yes

23	Site remodeling / Renovation of Residential Block No 5 single room ACC (3Unit) 12 Nos (flat without parking Old Abkari building at Krishna Nagar Shimla -171001 including internal WS & S, E.I & development of site) in SF Pre-Fab technology.	2.15	HIMUDA	No
24	c/o 34 Nos Temporary shops over existing slab of parking near lift Shimla including internal electrical installation for rehabilitation of shops Location: lower bazaar & Ram bazaar	0.41	HIMUDA	No
25	Component: Smart pedestrian paths in different wards C/o cycle stand / parking near Exit turning point of armsdale building and c/o of pedestrian path in approach road from mall road to armsdale building at HP secretariat (Chortashimla (under SSCL)	0.24	HPPWD	Yes
TOTAL		54.69		

Projects for which DPRs prepared

Sr. No.	Name of Project/ component	Tentative Cost to be incurred by SSCL (Rs. In Crore)	Implementing Deptt.
1	Ducting of electrical cables/pipelines from CTU Complex upto Shimla Club (1.5 km length)- Only for SJPNL Component.	5.00	SJPNL (To be placed in Phase 3) <i>(A/A E/S accorded Yes)</i>
2	Master System Integrator for setting up Central Command & Control Centre	60.00	DIT
3	Installation of stack parking near SDA Complex, Kasumpti for augmenting the capacity of existing park spaces (capacity about 150 vehicles) Eco-Tourism development & parks:	3.00	RTDC
4	Component: Lane lifting of existing parks near Lift	0.21	MC Shimla
5	Commercial space development Unsafe/dilapidated building of M.C Shimla at following locations to be demolished and reconstructed: Near Tibetan School, Chotta Shimla	1.00	RTDC
6	Component: Place making Space to be developed on ridge near PadamDev Complex as per decision of the Hon'ble High Court including stabilization of whole rock mass/strata Phase 1: From Gaiety Theatre to PadamDev Complex. Development of storage tanks, channelization of nullahs and fire fighting system:	18.00	
7	Component: Repair of drains, surface drainage including storm water, grey water, sewerage etc. and footpaths etc in ward No. 14 & 15.	10.00	SJPNL
8	Component: Construction of RCC water storage tank at a feasible location, viz., near Hotel Peter Hoff, Dhalli etc.	15.00	SJPNL (A/A E/S accorded)

9	Component: Elevated smart walkway from Chotta Shimla to Ayurvedic Hospital on Chotta Shimla - Kasumpti road	6.00	RTDC
10	Development of Pvt. Sector: Balance unsafe structures of M.C Shimla in Gunj Bazar/ Lower Bazar, Subzi Mandi, Lakkar Bazar etc. (about 467 shops) and the dilapidated M.C buildings in Krishna Nagar etc. (26 blocks) to be retrofitted/dismantled and provided with prefab structures at: <ul style="list-style-type: none"> • Ganj Bazar • Remaining shops- 215 No. • Residential Blocks in Krishna Nagar • Residential Blocks (Suji, near HPMC, Lalpani) 	5.74	HIMUDA
11	Development of Smart Bus Stops with all facilities At various locations (viz. PCS, etc.)	1.00	HPPWD
12	Component: Improvement of junctions/fly-over at different locations: Shops at Dhalli Chowk to be dismantled and reconstructed in prefab structure. Also, the bus stop at this location may be integrated as per site conditions.	2.00	RTDC
13	Component: Relocation of Primary and Secondary School at Boileauganj to Padao/ any other convenient location.	6.00	HPPWD
14	Component: Improvement of Shimla Mandi Road portion Dhalli to Mashobra	4.08	HPPWD (A/A E/S accorded)
15	Component: Widening of Tutikandi junction near Old barrier- Construction of prefab shops for shifting of existing shopkeepers.	1.00	RTDC
16	Component: Construction of additional parking near Jiwanoo Colony, Panthaghali	2.00	MCS
17	Development of new parking's Component: Development of parking lots near park beside Pollution Control Building, beside Block No. 2B, Block No. 7, Type D- Plot No.15, Near Block No. 21 and beside Block No. 20 in Sector 5, Sector 6- beside block No. 12 A, beside block No. 37 and beside block No. 1A	5.00	HIMUDA
18	Widening & Improvement of Sanjauli Bazar Chowk	4.7	HPPWD (A/A E/S accorded)
19	Component: Development of smart parkings in wards as per availability of land.: C/o parking including approach road to Circuit house Willy park from cart road near RTO office Km. 0/0 to 0/130 under SSCL	0.59	HPPWD (A/A E/S accorded)
20	Component: Development of smart parkings in wards as per availability of land.: C/o of parking near Raj Bhawan HPPWD sun - Division for different residential accommodation at Barnes Court Chotta Shimla under SSCL.	1.14	HPPWD (A/A E/S accorded)
21	Component: Refurbishment of State Library at Ridge and Reading room at Ridge.	0.9	HPPWD (A/A E/S accorded)
TOTAL		154.36	

Projects for which DPRs are under preparation

Sl. No.	Name of Project/Component	Estimate Cost to be incurred by SSCIL (Rs. In Crore)	Implementing Deptt.
	Eco-tourism development & parks:		
1	Component: Development of parks and open spaces in different wards.	2.00	MC Shimla
	Commercial space development		
2	Component: Refurbishment of Sadar Police Station at Soli-Mandi	1.00	HMUDA
3	Component: Refurbishment of Lohar Bazar Bus Stand	1.00	RTDC
4	Component: Refurbishment of Market at Laksh Bazar	1.00	RTDC
5	Component: Refurbishment of old building in Sant Jhansi Park	0.50	HCS
6	Component: Construction of Book Cafe in Sector III, New Shimla	0.50	RTDC
	Development of storage tanks, channelization of nullahs and fire fighting system:		
7	Component: Channelization of nullah near Cancer Sarai	0.25	HPPWD
8	Land Acquisition as per requirement	--	--
	Construction of foot over bridges		
9	Component: Construction of Foot Over Bridge at NayBaharChowk and ChalaunthiChowk.	2.00	RTDC
10	<p>Provision of vending area:</p> <p>Provision of balance prefab structures at identified locations for accommodating the existing vendors at any of the following locations:</p> <ul style="list-style-type: none"> i) Near Dhuli Bye-pass ii) Near Old Bus stand circular road iii) In existing Tibetan market iv) At IGMU near Manchanda Clinic v) Near DDH Hospital towards Ram Bazar area vi) At any feasible location in Ram Bazar, Lohkar Bazar, near KNH and near Lift. vii) Additional vending area in Old Bakery Building <p>Development of new parkings</p>	4.00	RTDC
11	Component: Development of a parking-cum-commercial complex at MC land near Govt. Sr. Secondary School, Chotta Shimla	3.00	RTDC
12	Component: Construction of parking-cum-shopping complex on MC land at Mehli IAS Colony.	2.00	HPPWD
13	<p>Development of Exhibition-cum-Convention Centre near Old ISBT-</p> <p>Component: Development of Smart City Office at MC Parking opposite Cecil Hotel, ChauraMaidan/ any other location.</p>	0.75	RTDC

Road Widening/Improvement of junctions/Grade separators, basic work of bus stop, footpath, etc:			
14	Component: Improvement of junctions/fly-over at balance locations: Proposal of widening/ fly over Sanjauli Chowk (Rs. 2.00 Cr.), Tawi Chowk (Rs. 1.00 Cr.), junction near High Court (Rs. 1.00 Cr.) and junction near Auckland tunnel (Rs. 1.00 Cr.)	0.3	HPPWD
15	Component: Construction of alternate road from Rajhana to Shoghi bye pass near Sewerage Treatment plant.	3.00	HPPWD
16	Component: Widening of road ahead of Kasumpti Bazar.	0.50	HPPWD
17	Component: Widening of circular road near Subzi Mandi	0.50	HPPWD
18	Component: Construction of link road from Talland to Bye Pass road	1.00	HPPWD
19	Commercial Space Development: Component: Place making Space to be developed on Ridge near PadamDev Complex as per decision of the Hon'ble High Court including stabilization of whole rock mass/ strata. Phase 2: From PadamDev Complex to DAV School.	22.00	
Road Widening/improvement of junctions/Grade separators, basic work of bus stop, footpath, etc			
20	Component: Improvement of junctions/fly-over at balance locations: Widening/ fly over from Winterfield upto Victory Tunnel/ Vidhan Sabha junction/ Railway Station, BCS junction.	15.00	HPPWD
21	Component: Widening of road in Dhalli Bazaar including shifting & re-construction of shops.	15.00	HPPWD (NH Circle)
22	Component: Link Road from Holiday Home to Bye Pass Road	15.00	HPPWD
23	Component: Widening of road from Totu Bazar to Power House.	2.00	HPPWD
24	Component: Widening of road near 103 Tunnel Development of new parkings	1.00	HPPWD
25	Component: Construction of Parking complex opposite IGMC Auditorium- about 400 vehicles	20.00	HPPWD
26	Component: Construction of parking near Bye Pass road at Fagli (CPWD land involved)	5.00	HPPWD
27	Component: Construction of parking complex near Bolleaganj.	5.00	HPPWD
TOTAL		123.3	

प्रश्न संख्या: 2(14)43

द्वारा : श्री विवेक शर्मा, मा0 पार्षद

क्रम संख्या	प्रश्न	उत्तर																								
क)	क्या आयुक्त महोदय बतलाएंगे कि पिछले छः महीनों से अमृत के तहत कितने कार्य जाधन्तित हुए है व अमृत का कार्यकाल कितनी अवधि के लिए बढ़ाया गया है। वर्तमान में अमृत के तहत कितनी राशि शेष है व उसमें किन वार्डों में क्या-क्या कार्य आपेक्षित है? हर वार्ड के तहत जानकारी उपलब्ध करवाएँ।	<p>During Last six months following works have been awarded under AMRUT Mission:</p> <table border="1"><thead><tr><th>Sector</th><th>No. of Project awarded</th><th>Cost (In Cr.)</th><th>Enclosed Annexure</th></tr></thead><tbody><tr><td>Water Supply</td><td>5</td><td>5.34</td><td>A</td></tr><tr><td>Sewerage & Septage Management</td><td>9</td><td>45.09</td><td>B</td></tr><tr><td>Urban Transport</td><td>15</td><td>1.53</td><td>C</td></tr><tr><td>Drainage</td><td>1</td><td>0.11</td><td>D</td></tr><tr><td>Green Spaces</td><td>0</td><td>0</td><td>-</td></tr></tbody></table> <p>Initially the period of AMRUT Mission was upto 31st March 2020 and was extended till 31st March 2021 as notified by MoHUA, GoI</p> <p>Till Date funds amounting to Rs 141.39 Cr. has been released by Directorate of Urban Development (H.P.) and MoHUA, GoI. Balance second installment part payment approx. funds amounting to Rs 44 Cr. is expected to receive by January 2021 through Directorate of Urban Development, as same has been sanctioned by MoHUA, GoI on 6th November 2020.</p> <p>Third installment Rs 53 Cr will be sanctioned by MoHUA, GoI on submission of utilization certificate of ongoing projects amounting to Rs 238.44 Cr.</p> <p>All the projects are under execution against sanctioned cost of Rs 238.44 Cr. 91 new works against saving were approved in water supply, sewerage, urban transport, drainage and green spaces in SLTC and SHPSC meeting held on 17/09/2020.</p> <p>Currently there is no scope to take up any additional work in any ward of MC Shimla apart from works which are already under execution.</p> <p>If there is any saving in nearby future then the proposal for any additional work will be submitted SLTC and SHPSC for approval.</p> <p>Ward wise list are enclosed along as Annexure</p>	Sector	No. of Project awarded	Cost (In Cr.)	Enclosed Annexure	Water Supply	5	5.34	A	Sewerage & Septage Management	9	45.09	B	Urban Transport	15	1.53	C	Drainage	1	0.11	D	Green Spaces	0	0	-
Sector	No. of Project awarded	Cost (In Cr.)	Enclosed Annexure																							
Water Supply	5	5.34	A																							
Sewerage & Septage Management	9	45.09	B																							
Urban Transport	15	1.53	C																							
Drainage	1	0.11	D																							
Green Spaces	0	0	-																							

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Date: _____

क्र. संख्या	प्रश्न	उत्तर
क)	क्या आनुवंशिक परिवर्तन आकारों में भी आता है? यदि हाँ तो क्या वे किस किस प्रकार की प्रजातियों में आते हैं? पूर्व की प्रजातियों के आकार का क्या प्रभाव पड़ा है?	The answer of the previous question is as per question "a".
ख)	आकार-आकार का आकार आकार में किस किस प्रकार का प्रभाव पड़ा है? पूर्व की प्रजातियों के आकार का क्या प्रभाव पड़ा है?	The answer of the previous question is as per question "a".

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ANNEXURE-A

Abstract

Projects/Components under active implementation		
Description	No. of components	Amount (Rs. In Crore)
(A) Project completed	9	21.74
(B) Projects awarded/under implementation/ initial work taken up	56	168.21
(C) Tenders floated	25	54.69
TOTAL(A+B+C)	89	264.84
Proposed to be taken up for implementation		
(D) DPRs Prepared	21	154.16
(E) DPRs Under Preparation	27	123.3
TOTAL(D+E)	48	277.66
TOTAL (I+II)	137	542.5

Projects completed

Sr.No.	Name of Project/ component	Tentative Cost to be incurred by S3CL (Rs. In Crore)	Location
1	Installation of E-toilets at important public places.	0.66 (Rs. 11.00 lac each x 6 nos.)	(i) Near Ritz, (ii) Old Bus Stand, (iii) Talland bus stop, (iv) Vikas Nagar bus stop, (v) S Bench school, and (vi) New Power House, Totu
2	Implementation of City branding- Component (iv)-Placemaking/ sitting place at Ridge.	0.25	Sitting area around Takka Bench
3	Development of Pvt. Sector SubziMandi (pocket-1 temporary shads-32 shops)	0.57	
4	Road sweeping machine- 3.3 cum capacity.	2.55	HPPWD (Mech. wing)
5	Road sweeping machine- 6.2 cum capacity.	3.35	HPPWD (Mech. wing)
6	C/I on circular road Shimla town (Location - MehliKasumpti Road IAS Colony)	0.12	HPPWD
7	Improvement of junctions at DhalliChowk	1.34	HPPWD
8	Installation of solar panels including net metering	12.95	HIMURJA
9	Component: Pedestrian Path: Access from existing pedestrian path upto campus/ ground of Auckland Boys School from circular road behind Auckland tunnel	0.15	RTDC
	TOTAL	21.74	

Projects awarded, under implementation

Sl. No	(Name of Project/ component)	Estimated Cost (Rs. in Crore)	Implementing Deptt.	Status	Expected Completion Date	A/A & E/S Accorded (Yes/No)
Eco-Tourism development & parks Component: Face lifting of existing parks at:						
1	(i) Ram-Jhansi Park (Ward no. 15)	0.50	MC Shimla	Site development taken up.	31.06.2021	No
2	Gol Pahadi (Ward no. 3) (v)	1.10		Site development work in progress.	30.06.2021	No
3	Eco Tourism Development: (iii) natural spring opposite Hotel Marina	0.48(0.96)	SJPNL	Work awarded contractor mobilizing	31.03.2021	yes
Road Widening, improvement of junctions, Grade separators, basic work of bus stop, footpath, etc. Component (A)(i) Improvement of existing pedestrian path on Circular road:						
4	Reconstruction and improvement of pedestrian path on KSC road (Location - Titikandi crossing, Near Victory Tunnel, Railways Parking, Apsara Guest House, Krishna Nagar and Congress Bhawan)	0.92	HPPWD	Construction in progress.	30.04.2021	yes
5	Reconstruction and improvement of pedestrian path on Talland to Khalini road (Location- TallandKhalini road)	0.50		Work Commenced	30.04.2021	yes
6	Reconstruction of pedestrian path between Kali Dhank location (Location- At Kali Dhank towards LPG Gas Godown)	1.21		Construction in progress.	30.04.2021	yes
7	Construction of footpath at Navbhar, St. Bedes College (Location - NavBahar, Navbahar to St. Bedes college)	0.47		Construction in progress	31.12.2020	yes

8	C/O addl. Pedestrian path, P/F W. beam metal crash barriers railings on KSC/MRR via Chotta Shimla. (Location - RTO, Firhill Hotel/103 Tunnel, Old ISBT, MC Parking Near High Court, Bemloe, Yes Bank, Heritage hotel below forest office)	2.07	HPPWD	Work awarded contractor mobilizing.	30.06.2021	yes
9	Construction of covered footpath along Sanjauli-IGMC road	24.83	HPPWD	Extension of footpath in progress	15.04.2022	yes
10	Reconstruction and improvement of pedestrian path and W. metal beam crash barrier railings on MRR via Chotta Shimla(location -4 spots, stedward school, Next to Leeladhar Shop, Knolls Wood, West Portal of Dhalli Tunnel near Mehta Petrol Pump)	1.98	HPPWD	Excavation work initiated	30.06.2021	yes
11	Construction of footpath, covered drain, paver block and safety railings on KSC/ MRR road (Location Varolus Rd and Paver block at kali dhank. steel Gratings, near Vishal Mega Mart & Sanjauli)	2.12	HPPWD	Work awarded contractor mobilizing	30.06.2021	yes
Component (B)						
(i) Widening of circular road at feasible locations						
12	C/I on circular road in Shimla town- 75 Rmt(Location - Near Dhruv Hotel)	1.14	HPPWD	Work awarded contractor mobilizing.	30.06.2021	yes
13	C/I on circular road in Shimla town- 101 Rmt (Location - Near Lakhtar Bazar Bus stand)	1.01		Construction taken up	30.04.2021	yes
14	C/I on circular road in Shimla town (Below Forest Office)(Location- Below Forest Office)	0.69	HPPWD	construction in progress	31.03.2021	yes
15	C/I on circular road in Shimla town (90 Rmt)(Location -Near Knoll wood turn)	1.74	HPPWD	Work awarded contractor mobilizing.	30.04.2021	Yes

16	C/I on circular road in Shimla town (near Timber House) Location-near Timber House/KMI bifurcation)	2.18	HPPWD	Work awarded contractor mobilizing.	30.04.2021	Yes
17	C/I on circular road in Shimla town (97 Rmt) (Location-Idgah)	1.1	HPPWD	Work awarded contractor mobilizing	30.04.2021	yes
18	Widening of junction point at MLA Crossing and BoileauganjChowk on MLA crossing to Tawi more.	0.93	HPPWD	Construction work commenced	30.04.2021	yes
19	Providing drain etc. from Dhalli tunnel to Mashobra junction- 153/725 to 153/785 and 154/310 to 154/361	2.00	HPPWD	Work awarded contractor mobilizing	05.09.2021	Yes
20	M/T in various locations (Location-on extended portion)	1.35		Work not started	30.06.2021	Yes
21	BoileauganjChowk (Phase I): Road from Kamna Devi Temple to be relocated	0.37	HPPWD	Construction work commenced	31.03.2021	yes
22	BoileauganjChowk (Phase II)	1.35	HPPWD	Issue of CPWD land. Demolition of old structure and construction of retaining wall taken up	30.06.2021	yes
23	Installation of E-toilets at important public places (15 nos.)	2.22	MC Shimla	Fabrication commenced by the contractor at Mumbai.	30.06.2021	No
24	Provision of vending area (i) Khairni and (ii) Vikas Nagar	0.52	RTDC	Civil Work commenced	31.01.2021	yes
25	Development of new parkings Component (A)- Development of a parking complex near the new block of IGMC on circular road including road from IGMC to Circular road (capacity about 700 vehicles)	32.02	HPPWD	Work awarded. Soil exploration commenced	30.03.2022	yes

26	Implementation of city branding- Component (i): Development of Book Café at ChauraMaidan	0.78	RTDC	Dismantling of dilapidated building completed	28.02.2021	yes
27	(b): Development of Book Café at Chotta Shimla	0.33		Dismantling of dilapidated building in progress	28.2.2021	yes
28	Implementation of City branding- Component (iii): Refurbication of fountain/ site. development near Takka Bench, smart display board highlighting historic importance of Ridge.	0.48(0.96)	SJPNL	Work awarded contractor mobilizing	31.01.2021	yes
29	Development of storage tanks, channelization of nallahs and fire fighting system - Component (A) Channelization of nallah Channelization of nallah at: (i) Combermere (ii) Krishna Nagar.	10.00	SJPNL	Site Development not taken up	31.04.2021	yes
30	Development of Pvt. Sector SubziMandi (pocket-1- 65 shops and 13 stores)	2.83	HIMUDA	Temporary sheds completed. Foundation laid for prefab shops	31.04.2021	yes
31	SubziMandi (Pocket-2 28 shops and 3 stores)	1.1	HIMUDA	Work awarded. Shopkeepers being shifted	31.03.2021	yes
32	Lower Bazar (39 No. shops and 15 No. basements)	2.8	HIMUDA	Work awarded. Alternate space being arranged for shopkeepers	30.09.2021	yes
33	Ram Bazar (40 shops)	2.02	HIMUDA	Work awarded Alternate space being arranged for shopkeepers	30.09.2021	yes
	Construction of lifts/ Escalators-					
34	Installation of escalators at Jakhu temple	7.94	RTDC	Work awarded contractor mobilizing	31.03.2021	yes

35	Installation of lift at MC Old Bakery Building	2.17	RTDC	Cut outs being made by MC. Simultaneously supply order for lift placed by RTDC.	31.12.2020	Yes
36	Installation of lift at Metropole parking	1.07	RTDC	Finishing work of Lift well being taken up	28.02.2021	Yes
37	Installation of lifts & escalators from Lakkar bazaar bus stand to Ridge including Foot over bridge on circular road	11.57	RTDC	LoI issued. Soil Exploration taken up.	31.08.2021	Yes
38	Component (B) Unsafe/dilapidated building of M. Shimla near ParwarKhana, Kasumpti to be demolished and reconstructed	1.65	RTDC	Dismantling of dilapidated building alongwith site development in progress.	31.03.2021	Yes
Construction of smart foot-over bridges:						
39	Vikas Nagar	3.00	RTDC	Contractor mobilizing. Design being finalized. Soil testing being taken up.	30.06.2021	Yes
40	near Lift	4.99	RTDC	Contractor mobilizing. Design being finalized. Soil testing being taken up.	30.06.2021	Yes
41	Construction of smart foot-over bridges: near DDU Hosp.	0.74	RTDC	Contractor mobilizing. Design being finalized. Soil testing being taken up.	30.04.2021	Yes
42	Providing drain etc. from Dhalli tunnel to Mashobra junction- RD 153/180 to 153/765	2.04	HPPWD- (NH Circle)		2.12.2021	Yes
43	Providing drain etc. from Dhalli tunnel to Mashobra junction- 154/500 to 154/760	1.17	HPPWD- (NH Circle)		06.12.2021	Yes
44	Providing drain etc. from Dhalli tunnel to Mashobra junction-154/760 to 155/045	1.53	HPPWD- (NH Circle)		06.12.2021	Yes
45	Improvement of Y-junction at Dhalli Tunnel- C/O retaining wall & U shape covered drain.	2.21	HPPWD- (NH Circle)		02.12.2021	Yes

46.	4 Residential Blocks (36 flats) at Ghora Line Krishna Nagar	9.19	HIMUDA		30.09.2021	YES
47	Component Improvement/widening in the area of Old Barrier near existing shops (Phase I)	2.88	HPPWD (NH Circle)		02.06.2021	YES
48	Component (D) Development of smart parking's in wards as per availability of land	6.66	MC Shimla		30.06.2021	Yes
49	Component: Refurbishment of PadamDev Complex	0.56	HPPWD		31.12.2020	Yes
50	Eco-Tourism development & parks Component: Face lifting of existing parks Below Ashiana Regency	0.23	MC Shimla		30.06.2021	No
51	Booth for traffic police & LED traffic lights, high mast lights and signages at different locations (i) Installation of High Mast Lights (ii) Installation of solar/ street lights at prominent locations	3	MC Shimla			No
TOTAL		167.75				

Projects on which initial work taken up:-

Sr. No	(Name of Project/ component)	Tent. Cost (Rs. In Cr.)	Implementing Deptt.	STATUS	Expected Completion Date	A/A & E/S Accorded (Yes/No)
Road Widening/improvement of junctions/ Grade separators, basic work of bus stop, footpath, etc						
Component (C) Improvement of junctions at						
1	Chotta Shimla Chowk	2.23	HPPWD	Repair of garrage taken up to shift existing shopkeepers Work held up due to locking of garrage	30.06.2021	Yes
2	Commercial space development Component (A) Unsafe/dilapidated building of M.C Shimla at following locations to be demolished and reconstructed: (ii) Ghora Hospital, Cart road, Shimla	3.00	HIMUDA	Dismantling of dilapidated building in progress by MC Shimla.	30.09.2021	No

3	Component (d) multi-storey parking complex at Vikas Nagar	13.27	MC Shimla	Site Development Undertaken.	31.12.2022	Yes
	Widening of circular road near Subzi Mandi	0.50	HPPWD	Unauthorized structure demolished. Widening component to be taken up.		No
	Commercial space development Component (A) Unsafe/dilapidated building of M.C Shimla near Tibetan School, Chotta Shimla to be demolished and reconstructed.	1.00	RTDC	Dismantling of dilapidated building in progress with retaining of existing road.	30.09.2021	No
	Construction of additional parking near Jiwanoo Colony, Panthaghati	2.00	ACS	Construction Work underway in AMRUC. To be clubbed with Smart City Project.		No
4	Bike sharing scheme on 3 stretches (i) Chaura Maidan to CFO, (ii) Sanjauli Chowk to Lakkhar Bazar (Police Chowki), and (iii) Chotta Shimla near Secretariat to Ridge	1.90	HPIDB	First dock locations identified. L&I being issued.	03.01.2021	No
TOTAL		20.45				

Projects for which tenders floated

Sr. No.	Name of Project/ component	Tentative Cost to be incurred by SSCI (Rs. in Crore)	Implementing Deptt.	A/A & E/S Accorded (Yes/No)
	Procurement of garbage compactors: Procurement of 4 garbage vehicles, 4 garbage compactors and 2 road sweeping cum-snow cutter machines			
1	Covered Garbage vehicles (5 cum capacity)	5.45	HPPWD (Mech. Wing)	Yes
2	Refuse Garbage compactors (14 cum capacity)	1.61		no
Development of Smart Bus Stops with all facilities				
3	Smart bus stop at Talland- valley side (Type-B)	1.61	HPPWD	Yes
4	Smart bus stop at different locations- (Nigam Vihar, Talland-Hill side, Bemlole, near 103 tunnel, near CMP check post)	2.34	HPPWD	Yes
5	Construction of composting plant near IGMC, Circular road	1.50	MC Shimla	No
6	Initiatives for Govt. High School Krishna Nagar	4.63	HPSEDC	Yes

Road Widening/Improvement of junctions/ Grade separators, basic work of bus stop, footpath, etc				
Component (A) Pedestrian Path including				
(i) Improvement of existing pedestrian path on Circular road				
7	Reconstruction of W. beam railings	1.32		Yes
8	Improvement of existing pedestrian path on Circular road - Addl. Locations On various locations on Sanjauli to Lakkar Bazar road, viz. near RKMV, Snowview (Keleston) etc.	3.63		Yes
Component (A): Pedestrian Path :(ii) Providing drain etc. from Dhalli tunnel to Mashobra junction.				
9	Providing drain etc. from Dhalli tunnel to Mashobra junction-153/180 to 155/00	2.13	HPPWD- (NH Circle	Yes
10	Providing drain etc. from Dhalli tunnel to Mashobra junction- 153/765 to 154/500	2.25		Yes
Component (B)				
(i) Widening of circular road at feasible locations				
11	C/I on circular road in Shimla town (110 Rmt)	0.97	HPPWD	Yes
12	C/I on circular road in Shimla town (near Ranjan Hotel)(Location :- Ranjan Hotel Near Old ISBT)	1.32		Yes
13	C/I on circular road in Shimla town (near Cecil garrage)(Location- Below Cecil Hotel)	0.94		Yes
14	Improvement of Y-junction at Dhalli Tunnel- M/T on extended portion on Hill/ Valley side	0.63		Yes
Development of new parkings				
15	Component (C) Development of a parking complex at Totu (capacity about 150 vehicles)	4.00	HPPWD	No
Implementation of City branding				
16	Component (i): Development of Book Cafe at Sanjauli.	0.40	RTDC	Yes
17	Development of new parkings Component: Off street parking near SankatMochan.	5.00	HPPWD	Yes
Construction of lifts/ Escalators-				
18	Police ChowkiLakkar Bazar to Auckland area, etc.	5.33	RTDC	Yes
Development of Pvt. Sector:				
19	C/O Single Room ACC 1 Unit Block No.4(4 No. Flats) without parking SIKH LINE at Krishna Nagar Shimla including internal and external services	0.98	HIMUDA	Yes
20	C/O Residential Block No.1(12 No. Flats) Near Luv-Kush Chowk Krishna Nagar Shimla including internal WS, SI & E.1, Development of site & C/O 5000 litres capacity Rain Water	3.15	HIMUDA	Yes
21	C/O Residential Block No.3, Single room ACC 2 unit (8Nos Flats) at SnanGnar Krishna Nagar Shimla including internal & External Services	1.46	HIMUDA	Yes
22	Installation of E-toilets at important public places. Component: Refurbishment of toilets at Ridge and near Rotary Club.	1.04	SJPNL	Yes

23	SH- Remodelling/Renovation of Residential Block No 5 single Room ACC (3Unit) 12 Nos flats without parking Old Abkari building at Krishana Nagar Shimla -171001 including int. 3 WS & St, E.I & development of site) in Local Pre-Fab technology.	2.15	HIMUDA	No
24	c/o 34 Nos Temporary shops over existing slab of parking near lift Shimla including internal electrical installation for rehabilitation of shops Location: lower Bazaar & Ram bazaar	0.41	HIMUDA	No
25	Component: Smart pedestrian paths in different wards C/o cycle stand / parking near Exit turning point of armsdale building and c/o of pedestrian path in approach road from mall road to armsdale building at HP sector near at Chottashumla (under SSCL)	0.24	HPPWD	Yes
TOTAL		54.69		

Projects for which DPRs prepared

Sr. No.	Name of Project/ component	Tentative Cost to be incurred by SSCL (Rs. in Crore)	Implementing Deptt.
1	Ducting of electrical cables/pipelines from CTO Complex upto Shimla Club (1.5 km length)- Only for SJPNL Component.	5.00	SJPNL (To be placed in Phase 3) <small>A/A E/S accorded Yes</small>
2	Master System Integrator for setting up Central Command & Control Centre	60.00	DIT
3	Installation of stack parking; near SDA Complex, Kasumpti for augmenting the capacity of existing park spaces (capacity about 150 vehicles) Eco-Tourism development & parks:	3.00	RTDC
4	Component: Face lifting of existing parks near Lift	0.21	MC Shimla
5	Commercial space development Unsafe/dilapidated building of M.C Shimla at following locations to be demolished and reconstructed: Near Tibetan School, Chhoti Shimla	1.00	RTDC
6	Component: Place making space to be developed on Ridge near PadamDev Complex as per decision of the Hon'ble High Court including stabilization of whole rock mass/strata Phase 1: From Gallery Theatre to PadamDev Complex Development of storage tanks, channelization of gullies and fire fighting system:	18.00	
7	Component: Repair of drains, surface drainage including storm water, grey water, sewerage etc. and footpaths etc in ward No. 14 & 15.	10.00	SJPNL
8	Component: Construction of RCC water storage tank at a feasible locations, viz., near Hotel Peter Hoff, Dhalli etc.	15.00	SJPNL (A/A E/S accorded)

9.	Component: Elevated smart walkway from Chotta Shimla to Ayurvedic Hospital on Chotta Shimla - Kasumpti road	8.00	RTDC
10	Development of Pvt. Sector: Balance unsafe structures of M.C Shimla in Gunj Bazar/ Lower Bazar, Subzi Mandi, Lakkar Bazar etc. (about 467 shops) and the dilapidated M.C buildings in Krishna Nagar etc. (26 blocks) to be retrofitted/dismantled and provided with prefab structures at: <ul style="list-style-type: none"> • Ganj Bazar • Remaining shops- 215 No. • Residential Blocks in Krishna Nagar • Residential Blocks (Suji, near HPMC, Lalpani) 	5.74	HIMUDA
11.	Development of Smart Bus Stops with all facilities At various locations (viz. BCS, etc.)	1.00	HPPWD
12	Component: Improvement of junctions/fly-over at different locations: Shops at Dhalli Chowk to be dismantled and reconstructed in prefab structure. Also, the bus stop at this location may be integrated as per site conditions.	2.00	RTDC
13	Component: Relocation of Primary and Secondary School at Boileauganj to Padao/ any other convenient location.	6.00	HPPWD
14	Component: Improvement of Shimla Mandi Road portion Dhalli to Mashobra	4.08	HPPWD (A/A E/S accorded)
15	Component: Widening of Tutikandi junction near Old barrier- Construction of prefab shops for shifting of existing shopkeepers.	1.00	RTDC
16	Component: Construction of additional parking near Jiwanoo Colony, Panthaghati	2.00	MCS
17	Development of new parking's Component: Development of parking lots near park beside Pollution Control Building, beside Block No. 28, Block No. 7, Type D- Plot No. 15, Near Block No. 21 and beside Block No. 20 in Sector 5. Sector 6- beside block No. 12 A, beside block No. 37 and beside block No. 1A	5.00	HIMUDA
18	Widening & Improvement of Sanjauli Bazar Chowk	4.7	HPPWD (A/A E/S accorded)
19	Component: Development of smart parkings in wards as per availability of land.: C/o parking including approach road to Circuit house Willy park from cart road near RTO office Km. 0/0 to 0/130 under SSCL	0.59	HPPWD (A/A E/S accorded)
20	Component: Development of smart parkings in wards as per availability of land.: C/o of parking near Raj Bhawan HPPWD sun - Division for different residential accommodation at Barnes Court Chotta Shimla under SSCL	1.14	HPPWD (A/A E/S accorded)
21	Component: Refurbishment of State Library at Ridge and Reading room at Ridge.	0.9	HPPWD (A/A E/S accorded)
	TOTAL	154.36	

Projects for which DPRs are under preparation

No. No.	Name of Project/ component	Tentative Cost to be incurred by SSCIL (Rs. in Crore)	Implementing Deptt.
	Eco-Tourism development & parks:		
1	Component: Development of parks and open spaces in different wards.	2.00	MC Shimla
	Commercial space development:		
2	Component: Refurbishment of Sadar Police Station at Subzi Mandi	1.00	HIMUDA
3	Component: Refurbishment of Lakkar Bazar Bus Stand	1.00	RTDC
4	Component: Refurbishment of Market at Lakkar Bazar	1.00	RTDC
5	Component: Refurbishment of old buildings in Hanu Jhansi Park	0.50	MCS
6	Component: Construction of book Cafe in Sector III, New Shimla	0.50	RTDC
	Development of storage tanks, characterization of nullahs and fire fighting system:		
7	Component: Channelization of nullah near Cancer Sarai	0.25	HPPWD
8	Land Acquisition as per requirement	--	--
	Construction of foot over bridges:		
9	Component: Construction of Foot over Bridge at NavBahar Chowk and Chalaunthi Chowk.	2.00	RTDC
10	Provision of vending area: Provision of balance prefab structures at identified locations for accommodating the existing vendors at any of the following locations: i) Near Dhalli Bypass ii) Near Old Bus stand circular road iii) In existing Tibetan market iv) At ICMC near Manchanda Clinic v) Near ODU Hospital towards Ram Bazar area vi) At any feasible location in Ram Bazar, Lakkar Bazar, near KNH and near Lift. vii) Additional vending area in Old Bakery Building	4.00	RTDC
	Development of new parkings:		
11	Component: Development of a parking-cum-commercial complex at MC land near Govt. Sr. Secondary School, Chota Shimla	3.00	RTDC
12	Component: Construction of parking-cum-shopping complex on MC land at Mehli IAS Colony.	2.00	HPPWD
13	Development of Exhibition-cum-Convention Centre near Old ISBT. Component: Development of Smart City Office at MC Parking opposite Cecil Hotel, Chaura Maidan/ any other location.	0.75	RTDC

	Road Widening/Improvement of junctions/Grade separators, basic work of bus stop, footpath, etc:		
14	Component: Improvement of junctions/fly-over at balance locations: Proposal of widening/ fly over Sanjauli Chowk (Rs. 2.00 Cr.), Tawi Chowk (Rs. 1.00 Cr.), junction near High Court (Rs. 1.00 Cr.) and junction near Auckland tunnel (Rs. 1.00 Cr.)	0.3	HPPWD
15	Component: Construction of alternate road from Rajhana to Shoghi bye pass near Sewerage Treatment plant.	3.00	HPPWD
16	Component: Widening of road ahead of Kasumpti Bazar.	0.50	HPPWD
17	Component: Widening of circular road near Subzi Mandi	0.50	HPPWD
18	Component: Construction of link road from Talland to Bye Pass road	1.00	HPPWD
19	Commercial Space Development: Component: Place making Space to be developed on Ridge near PadamDev Complex as per decision of the Hon'ble High Court including stabilization of whole rock mass/ strata. Phase 2: From PadamDev Complex to DAV School.	22.00	
	Road Widening/Improvement of junctions/Grade separators, basic work of bus stop, footpath, etc		
20	Component: Improvement of junctions/fly-over at balance locations: Widening/ fly over from Winterfield upto Victory Tunnel/ Vidhan Sabha junction/ Railway Station, BCS junction.	15.00	HPPWD
21	Component: Widening of road in Dhalli Bazaar including shifting & re-construction of shops.	15.00	HPPWD (NB Circle)
22	Component: Link Road from Holiday Home to Bye Pass Road	15.00	HPPWD
23	Component: Widening of road from Totu Bazar to Power House.	2.00	HPPWD
24	Component: Widening of road near 103 Tunnel Development of new parkings	1.00	HPPWD
25	Component: Construction of Parking complex opposite IGMC Auditorium- about 400 vehicles	20.00	HPPWD
26	Component: Construction of parking near Bye Pass road at Faghi (CPWD land involved)	5.00	HPPWD
27	Component: Construction of parking complex near Boileauganj.	5.00	HPPWD
	TOTAL.	123.3	

प्रश्न संख्या: 2(16)45

द्वारा : श्रीमती सिमी नंदा, मा0 पार्श्वद

क्रम संख्या	प्रश्न	उत्तर
	What is the progress of construction of parking at bye pass road lower Phagli as per site suggested by the Councillor after construction with the local people, included in the Smart City Shimla mission?	It is submitted that the construction of parking at Bye-pass road Lower Phagli has been proposed by Hon'ble Councillor which falls on khasra No. 344 at Mohal Phagli and is in the ownership of HP Govt. and possession thereof is lying with CPWD. In this regard matter has been taken with the Deputy Commissioner, Shimla vide this office letter No.MCS/225/DC/ 20/SE/2020-398 dated 04.06.2020 for the entry of possession in the name of M.C. Shimla. But no reply received yet. Now the reminder letter is being written to the Deputy Commissioner, Shimla. After correction in the revenue record, further action regarding preparation of DPR will be initiated for construction of parking under "Shimla Smart City Mission".

प्रश्न का उत्तर मा0 पार्श्वद को उपलब्ध कराया गया है।

प्रश्न संख्या: 2(17)46

द्वारा : श्रीमती शैली शर्मा, मा0 पार्श्व

क्रम संख्या	प्रश्न	उत्तर
क)	क्या आयुक्त महादेव बतलाएंगे कि बालूगंज में नई Sewerage लाईन बिछनी थी उसका काम कब तक शुरू होगा? पूर्ण ब्यौरा सदन पटल पर रखें।	इस बारे सूचित किया जाता है कि बालूगंज में पुलिस गुमटी से मृगण electrical दूकान तक रोड़ क्रोसिंग का कार्य समाप्त कर दिया गया है और चैम्बर (chamber) एवं connectivity का कार्य शेष है और यह कार्य 31.12.2020 तक पूर्ण कर दिया जाएगा।

प्रश्न का उत्तर मा0 पार्श्व को उपलब्ध करवा दिया गया है।

MEMORANDUM FOR THE CONSIDERATION OF FC&PC MEETING

3(1)

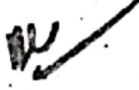
NAME OF DEPARTMENT - (R&B) M.C. SHIMLA
HEAD OF DEPARTMENT - Executive Engineer

Subject:- Channelisation of Nallah from Kaushal Niwas to Roshan Lal Niwas (RD 0/100 to 0/220 mt) in ward No.30 Kangnadhar.

An estimate amounting to Rs.12,34,000/- only was prepared for construction of Nallah from Kaushal Niwas to Roshan Lal Niwas in ward No.30 Kangnadhar. At present, Nallah is not in a good condition due to which the water is seeping to the retaining walls of adjoining houses and land thereby causing dampness in the same. The Nallah therefore requires immediate repair and maintenance. The Hon'ble Councillor as well as the public of the area have been requesting for repair of said Nallah.

The matter is thus placed before FC&PC for consideration and following approvals:-

1. Approval of above estimate amounting to Rs. 12,34,000/- only
2. To execute the said work through contractor by calling/ publishing the tenders in Girija, e-tendering & two local dailies.
3. To authorise the Executive Engineer (R&B), M.C. Shimla for awarding the said work to the lowest contractor after fulfilling all codal formalities and to take action under agreement clauses in case it requires.
4. To authorise the Executive Engineer (R&B) to make the payments to the contractor within sanctioned amount subject to the completion of all requisite codal formalities after ensuring the quality of work.
5. To incur the expenditure under MC Head.


Commissioner,


Head of Department

विरा संविदा एवं योजना समिति के उक्त नद संख्या 2(1) पर विचार-विमर्श उपरान्त समिति द्वारा विभागीय प्रस्तावना पर स्वीकृति इस आधार पर प्रदान की गई कि उपरोक्त प्रक्रिया में सभी प्रकार की औपचारिकताएँ पूर्ण की जाए।

अतः नामला सदन समुख अनुमोदनार्थ प्रस्तुत है।

विचार-विमर्श उपरान्त सदन द्वारा उक्त समिति की सिफारिश को अनुमोदित किया गया।

बनार विधान सभामें बिहार संविधानसभा मायका समिति के विचारार्थ आग्रह

3(2)

विभाग का नाम:-

सम्पदा-शाखा


विभागकायदा का नाम:-


अतिरिक्त आयुक्त

सकी मण्डी में अर्थात् रॉल्लों में अर्थात् बिजली के नीटों को लगाये जाये और नये अडवक के समायोजन जाये।

उपरोक्त विषय के संदर्भ में अद्यतन आजाया जाता है कि बनार विधान सभामें द्वारा जिन पर्यटकारकों को सकी मण्डी में रॉल्लों का आंशक किया गया है उन रॉल्लों को निरकर र्नाई सिटी के अन्तर्गत पूर्ण निर्मित किया जाना है। आंशक पर्यटकारकों को सकी मण्डी बांड में निर्मित किये गये 32 अर्थात् रॉल्लों में स्थानांतरित किया गया है; स्थानांतरित किये गये पर्यटकारकों को रॉल्लों में अर्थात् बिजली के 32 मीटर लगाये गये हैं जिसके लिए रु० 6,24,800/- की रशि अडवक के रूप में ली गई है व भूगताव बिजली विभाग को पूर्ण रूप से कर दिया गया है। लगाये गये बिजली के अर्थात् नीटों की रशि नसति के पताका 'क' पर संलग्न है। अडवक के रूप में ली गई रशि का समायोजन किया जाना है।

अतः उपरोक्तानुसार मायका बनार विधान सभामें बिहार संविद एवं योजना समिति के विचारार्थ अडवक के रूप में ली गई रशि रु० 6,24,800/- का समायोजन की अनुमति जाये आपन का प्रारूप अनुमोदनार्थ एवं आदेशार्थ प्रस्तुत है।


आयुक्त


अतिरिक्त आयुक्त

दित्त संविदा एवं योजना समिति के उक्त मद संख्या 2(2) पर विचार-विमर्श उपरान्त समिति द्वारा दिगातीय प्रस्तावना को अनुमोदित किया गया।

अतः मायका सदन समुख अनुमोदनार्थ प्रस्तुत है।

विचार-विमर्श उपरान्त सदन द्वारा उक्त समिति की सिफारिश को अनुमोदित किया गया।

Subject:- Construction of Reading Room/Book Cafe over existing toilet near Valdh Building New Totu Ward in No.7 Majlath

An estimate amounting to Rs.26,00,000/- only has been prepared for construction of Reading Room/Book Cafe over existing toilet near Valdh Building New Totu in ward No.7 Majlath. There is a demand from public as well as Councillor since long time to construct Reading Room/Book Cafe. Keeping in view the same the proposal has been prepared by this department amounting to Rs.26,00,000/- only.

Therefore, the matter is placed before FC&PC Meeting for consideration and approvals:-

1. Approval of above estimate amounting to Rs.26,00,000/- only
2. To execute the said work through contractor by calling/ publishing the tenders in Girraj, e-tendering & two local dailies.
3. To authorise the Executive Engineer (R&B), M.C. Shimla for awarding the said work to the lowest contractor after fulfilling all codal formalities and to take action under agreement clauses in case it requires.
4. To authorise the Executive Engineer (R&B) to make the payment to the contractor within sanctioned amount subject to the completion of all requisite codal formalities.
5. To ensure quality of work as per the prevailing norms.
6. To incur the expenditure under M.C. Head.


Commissioner,


Head of Department

वित्त संविदा एवं योजना समिति के उक्त मद् संख्या 2(3) पर विचार-विमर्श उपरान्त समिति का विभागीय प्रस्तावना पर स्वीकृति इस आधार पर प्रदान की गई कि उपरोक्त प्रक्रिया में सभी प्रकार की औपचारिकताएँ पूर्ण की जाएं।

अतः नाममात्र सदन सशुद्ध अनुमोदनार्थ प्रस्तुत है।

उक्त मद् पर चर्चा के दौरान श्री संजीव ठाकुर, मा0 पार्षद ने कहा कि एक बार्ड में एक ही काम लिए 26 लाख नगर निगम शीर्ष से करना सही नहीं है जबकि यह कार्य स्मार्ट सिटी प्रोजेक्ट में किया जा सकता है।

विचार-विमर्श उपरान्त सदन द्वारा उक्त समिति की सिफारिश को अनुमोदित किया गया।

MEMORANDUM FOR THE CONSIDERATION OF FC&PC MEETING

3 (4)

NAME OF DEPARTMENT - (R&B) M.C. SHIMLA
HEAD OF DEPARTMENT - Executive Engineer

Subject:-

Construction of Ambulance road from Dhalli Bye-pass to Indernagar Dhalli in ward No.20 Dhalli

Hon'ble M.C. House has resolved to construct ambulance road from Dhalli Bye-pass to Inder Nagar Dhalli vide its resolution No.4(13(24) dated 28.09.2020. Accordingly an estimate amounting to Rs.18,17,700/- only has been prepared for the work under MC Head.

It is pertinent to mention here that the work is of urgent nature and requires immediate attention. The said area is thickly populated due to which there is urgent need to facilitate the public of area. Hon'ble Councillor and the public of the area have been demanding time and again for construction of this ambulance road.

The matter is thus placed before FC&PC for consideration and following approvals:-

1. Approval of above estimate amounting to Rs.18,17,700/- only
2. To execute the said work through contractor by calling/ publishing the tenders in Giriraj, e-tendering & two local dailies.
3. To authorise the Executive Engineer (R&B), M.C. Shimla for awarding the said work to the lowest contractor after fulfilling all codal formalities and to take action under agreement clauses in case it requires.
4. To authorise the Executive Engineer (R&B) to make the payments to the contractor within sanctioned amount subject to the completion of all requisite codal formalities and the quality of work will be ensured.
5. To incur the expenditure under MC Head.


Commissioner,


Head of Department

नित्त संविदा एवं योजना समिति के उक्त मद् संख्या 2(4) पर विचार-विमर्श उपरान्त समिति द्वारा निमाणीय प्रस्तावना पर स्वीकृति इस आधार पर प्रदान की गई कि उपरोक्त प्रक्रिया में सभी प्रकार की औपचारिकताएँ पूर्ण की जाएँ।

एतद्वारा प्रस्ताव संतुष्ट अनुसूचित प्रस्तुत है।

विचार विमर्श उपरान्त सदन द्वारा उक्त समिति की सिफारिश को अनुमोदित किया गया।

MEMORANDUM FOR THE CONSIDERATION OF FC&PC
MEETING

3 (5)

NAME OF DEPARTMENT - (R&B) M.C. SHIMLA
HEAD OF DEPARTMENT - Executive Engineer


Subject:- Providing laying interlocking pavers from Khalini Upper Chowk to Khalini Lower Chowk in ward No.33

An estimate amounting to Rs.33,00,000/- only was prepared for providing laying interlocking pavers in Khalini Bazar from Upper Khalini Chowk to Lower Khalini Chowk. At present, all rain water is entering into the adjoining shops in Khalini Bazar due to existing level of road. The level of said road has been increased by providing tarring work again and again. Shopkeepers are complaining time and again to the concerned Councillor as well as M.C. Shimla for rectification of level of said road so that water may not enter in their shops. So this department has proposed to provide interlocking pavers by reducing the existing level of road so that public may not face inconvenience at site.

Hon'ble Councillor of the area has also desired to remove the tarring layers and provide the interlocking pavers so that this problem can be solved.

The matter is thus placed before FC&PC for consideration and following approvals:-

1. Approval of above estimate amounting to Rs.33,00,000/- only
2. To execute the said work through contractor by calling/ publishing the tenders in Girraj, e-tendering & two local dailies.
3. To authorize the Executive Engineer (R&B), M.C. Shimla for awarding the said work to the lowest contractor after fulfilling all codal formalities and to take action under agreement clauses in case it requires.
4. To authorize the Executive Engineer (R&B) to make the payments to the contractor within sanctioned amount subject to the completion of all requisite codal formalities and the quality of work will be ensured.
5. To incur the expenditure under MC Head.


Commissioner,


Head of Department

वित्त संधि एवं योजना समिति के उक्त मद संख्या 2(5) पर चर्चा के दौरान श्रीमती सिमी नंदा, मा0 पार्षद ने कहा कि सुर्ख करके भी टायलें लगाई जाने हे उसने अधिक बन राशि खर्च हो रही हे इसलिए वहां पर टायलें न लगाई जाए और वहां पर टायरिंग ही की जाए।

विचार-विमर्श उपरान्त समिति द्वारा विभागीय प्रस्तावना पर स्वीकृति प्रदान की गई।

उक्त: मागता सदन समुच्च अनुमोदनार्थ प्रस्तुत है।

उक्त मद पर चर्चा के दौरान श्रीमती सिमी नंदा, मा0 पार्षद ने कहा कि जिस रोड़ में वाहनों की अधिक आवाजाही है वहां पर रोड़ को पक्का करना या वहां पर टायलें लगाने बारे नगर निगम की क्या पॉलिसी है। क्योंकि जो कार्य कम लागत में हो सकता है उस पर 33 लाख क्यों खर्च किए जा रहे हैं। या तो इसी तरह से अन्य estimate भी लिए जाने चाहिए। श्रीमती किमी सूद, मा0 पार्षद ने कहा कि मेरे टायलें में टायलें लगाई जायेंगे या टायरिंग ही की जाएगी।

MEMORANDUM FOR THE CONSIDERATION OF FINANCE,
CONTRACT AND PLANNING COMMITTEE

Name of Deptt. : General Department

Name of HoD : Additional Commissioner

Regarding Establishment of Make Shift Hospital.

3(6)

The Sub Divisional Officer(Civil) Shimla (Urban), District Shimla Himachal Pradesh vide letter SML-SDM(U)/Covid-19/2020-1297 dated 19.11.2020 has intimated that on requisition of the Deputy Commissioner Shimla vide order No.SNL-DC-Shimla-Misc/2020-152180 dated 23.10.2020, the space/land comprising Khasra No.420 measuring 139-61 Sq.Mtr.. situated in Up-Mohal Lakkar Bazar, Shimla, District Shimla has been identified for setting up of Make Shift Hospital at east end of the Auckland Tunnel. As per the revenue records the land in question is in the ownership and possession of Municipal Corporation Shimla and classification of the land is "मार्ग क्षेत्र" as per jamabandi for the year 2010-11. The Sub Divisional Officer (Civil) Shimla (Urban), District Shimla has requested that the land/space so identified may be made available for the construction of the said Make Shift Hospital for COVID-19 patients at the earliest.

In this regard, it is submitted that properties belonging to the Municipal Corporation can be disposed of as per the provisions contained in Section 157(a) of the Himachal Pradesh Municipal Corporation Act, 1994, which reads as under:-


"The Commissioner with the prior approval of the Standing Committee constituted under sub-section (4) of section 40 of the Act may dispose of, by sale, lease or otherwise, any movable or immovable properties belonging to the Corporation, by public auction, except such movable and immovable properties which is to be given on lease or otherwise to the Government Departments, Boards or Corporations for public utility".

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In view of the urgency and requirement of space/land requisitioned by the DC Shimla, requisite No Objection from Municipal Corporation Shimla in allocation of space/land at east end of the Auckland Tunnel measuring 139-61 Sq.Mtr. comprised in Khassa No.420 situated in Up-Mohal Lakkar Bazar Shimla has been issued on 16.12.2020 in favour of the Sub Divisional Officer (Civil) Shimla (Urban), District Shimla Himachal Pradesh for establishment of the Temporary Make Shift Hospital for COVID-19 patients.

Hence, the matter is placed before the Finance, Contract and Planning Committee for consideration of according ex-post facto approval in the matter.


Commissioner


Additional Commissioner

वित्त सँविदा एवं योजना समिति के अगत मद संख्या 2(6) पर विचार-विमर्श उपरान्त समिति द्वारा विभागीय प्रस्तावना पर स्वीकृति इस आकार पर प्रदान की गई कि जिस उद्देश्य से यह शीड़ बनाए जा रहे हैं उस उद्देश्य के उपरान्त यह शीड़ जिस तरह से बने हैं उसी तरह/स्थिति में नगर निगम शिमला को सौंपे जाएँ।

अतः मामला सदन सम्मुख अनुमोदनार्थ प्रस्तुत है।

विचार-विमर्श उपरान्त सदन द्वारा उक्त समिति की सिफारिश को अनुमोदित किया गया।

नगर निगम शिमला की वित्त, संविदा एवं योजना समिति की बैठक के विचारार्थ आपन।

3(7)

दिनांक का नाम : सामान्य विभाग

विभागाध्यक्ष : अतिरिक्त आयुक्त

खण्ड प्रारम्भिक शिक्षा अधिकारी शिमला, जिला शिमला, डि०प्र० से पत्र संख्या शिक्षा-मा०-शिमला-3/2/2017-178 दिनांक 07.07.2020 प्राप्त हुआ है जिसमें नगर निगम शिमला से उप-मोहाल चलौन्टी शिमला में खसरा नम्बर 535 में स्थित कुल रकबा 3302-35 में से खसरा नम्बर 535/1 रकबा 726-14 वर्ग मीटर भूमि में प्राथमिक पाठशाला संजौली के नव भवन निर्माण के लिए चिन्हित भूमि उपलब्ध करवाने हेतु अनापत्ति प्रमाण पत्र जारी करने का आग्रह किया है।

राजस्व अभिलेख के अनुसार उक्त भूमि की मालिक हिमाचल प्रदेश सरकार व कच्चा स्वयं ताबे हकूक वर्तन वर्तनद्वारा दर्ज है। सम्बन्धित भू-भाग नगर निगम शिमला की परिधि में आता है। नगर निगम शिमला न तो भूमि की मालिक है ना कब्जा जारी है। इस सम्बन्ध में खसरा नम्बर 535/1 रकबा 726-14 वर्ग मीटर भूमि बारे अनापत्ति प्रमाण पत्र जारी करने हेतु निगम पटवारी, वास्तुकयोजनाकार, अधिशासी अभियन्ता(मार्ग एवं भवन विभाग), निगम स्वास्थ्य अधिकारी, सहायक सचिव(कर), अधीक्षक सम्पदा, नगर निगम शिमला व अतिरिक्त महाप्रबन्धक, जल मण्डल व सीवरेज मण्डल, एम.जे.पी.एन.एल, यू. एस. कल्ब, शिमला से रिपोर्ट प्राप्त की गई। सभी विभागों द्वारा सूचित किया गया है कि इन विभागों को अनापत्ति प्रमाण पत्र जारी करने में कोई आपत्ति नहीं है।

अतः उप-मोहाल चलौन्टी शिमला में प्राथमिक पाठशाला संजौली के नव भवन निर्माण हेतु खसरा नं 535/1 रकबा 726-14 वर्ग मीटर चिन्हित भूमि बारे खण्ड प्रारम्भिक शिक्षा अधिकारी, शिमला, जिला शिमला, डि०प्र० के पक्ष में नगर निगम शिमला की ओर से वांछित अनापत्ति प्रमाण पत्र जारी करने के विचारार्थ मामला वित्त, संविदा एवं योजना समिति के समक्ष प्रस्तुत है।

आयुक्त

अतिरिक्त आयुक्त

वित्त संविदा एवं योजना समिति के उक्त मद संख्या 2(13) पर विचार-विमर्श उपरान्त समिति द्वारा निर्णय लिया गया कि अनापत्ति प्रमाण पत्र इस शर्त पर दिया जाए की वहां पर लोगों की मूलभूत सुविधाओं रखनी नहीं चाहिए।

अतः मामला सबन सम्बुद्ध अनुमोदनार्थ प्रस्तुत है।

विचार-विमर्श उपरान्त सबन द्वारा उक्त समिति की सिफारिश को अनुमोदित किया गया।

MEMORANDUM FOR THE CONSIDERATION OF FC&PC MEETING

NAME OF DEPARTMENT - (R&B) M.C. SHIMLA
HEAD OF DEPARTMENT - Executive Engineer

3(8)

Subject:- Regarding approval of estimates of street lights under "Shimla Smart City Mission"

On the subject cited above, it is submitted that the estimates of new street light works have been received by M.C. Shimla from HPSEBL for various wards as per the demand of Hon'ble Councillors of respective wards. The execution of these works is very necessary to meet out the basic demand of general public residing in the periphery of M.C. Shimla. Now it has been decided to include these proposals under "Shimla Smart City Mission" so that the estimated costs for these works are deposited with HPSEBL for further execution. The LED lights with smart features like dimmer etc. in consultation with HPSEB may be explored on these new poles which will be installed by M.C. Shimla through EESL. The detail of these works is as follows:-

Sr. No.	Name of work	W. No.	Amount (Rs.)
1	Providing 1 No new street light point with pole near Parmar House at Mahavy Ghatti in ward No.9	9	30410
2	Providing 15 Nos new street light points with poles in ward No.10 from Zoo to Poultry Farm in Electrical Section Kamlaht	10	348470
3	Providing 31 Nos new LED street light points on existing or proposed 29 Nos new STP 9 Mtr long in ward No.12 in Kennedy House Section	12	736745
4	Providing additional accessories for 33 Nos (22 Nos in Subji Mandi & 11 Nos in Bazar) new proposed street light points/fixtures on the wall, existing pole and new proposed poles in various places of ward No.13 in electrical section Subji Mandi and Bazar	13	326700
5	Providing 20 Nos new street light points on existing poles/walls in ward No.12 & 13 in different locations in Lal Panl area in Bazar section	12&13	88853
6	Providing 28 Nos new street light points with poles and 34 Nos street light points on existing poles/walls at Shanti Vihar ward in electrical section cemetery in ward No.22	22	902700
7	Providing 5 Nos new street light points with poles and 1 No street light fixture on existing pole in ward No.24 Sangti in electrical section Housing Board Colony	24	150860

8	Providing 4 Nos new street light points on existing poles in sector 5 phase 3 New Shimla in electrical section New Shimla	30	20200
		Total	2602940

The matter is thus placed before FC&PC for consideration and approvals:-

1. Approval of above estimates amounting to Rs. 26,02,940/- only
2. To deposit the estimated costs with HPSEBL for further execution of works and install LED lights on new poles through EESL.
3. To incur the expenditure under "Shimla Smart City Mission".


Commissioner,


Head of Department

नित संविदा एवं योजना समिति के उक्त मद संख्या 2(a) पर विचार-विमर्श उपरान्त समिति द्वारा विभागीय प्रस्तावना पर स्वीकृति प्रदान की गई।

अतः मामला सदन समुच्च अनुमोदनार्थ प्रस्तुत है।

विचार-विमर्श उपरान्त सदन द्वारा उक्त समिति की सिफारिश को अनुमोदित किया गया।

MEMORANDUM FOR CONSIDERATION OF FINANCE
CONTRACT AND PLANNING COMMITTEE OF MC SHIMLA

Name of Department : Estate Branch

Name of HoD : Additional Commissioner

3 (a)

It is submitted that the Municipal Corporation Shimla is owner in possession of the land measuring 9 Bigha and 2 Bishwa known as Annadale Ground Shimla situated at Up-Mohai Kaithu First, Teh & Distt. Shimla. The aforesaid land was leased out in favour of Defence Estate Officer, Annadale Shimla-3 way back in the year 1955 for a period of 20 years at the annual lease money of Rs. 918/-. The lease so executed during the year 1955 with the Defence Estate Officer stood lapsed during the year 1975, but the Army Authorities retained the aforesaid land till date. A nominal increase in the annual lease amount payable to the Municipal Corporation Shimla was agreed and the same is being released by the Army Authorities.

The Himachal Pradesh Lease Rule, 2013 were notified by the Revenue Department, Govt. of HP vide notification dated 2nd January, 2014. The Rule 8 of these Rules specifically provides that the lease amount for fresh or renewal of existing lease shall be charged from the lessee @ 10% of the circle rate. Pursuant to the Lease Rules, 2013 notified by the Government, the matter was taken up with the Defence Estate Officer for enhancement of lease amount as per Rule 8 of these Rules vide this office letter dated 30.06.2020 (copy enclosed) but the Army Authorities did not agree to the enhancement so proposed by the Municipal Corporation Shimla. It has been informed by the Defence Estate Officer vide letter dated 25.08.2020 (copy enclosed) that as per the Government of India Ministry of Defence Policy dated 16.09.1987, the rent would be worked out

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at not more than 5% of the market value and the GST/Interest is not applicable being Inter Government transfer. The policy further provides that the fresh rates would be applicable prospectively from the date of renewal of lease deed. The matter was also got examined from the Law Deptt. of MC Shimla who has observed as under:-

"The letter dated 16.09.2020 submitted by the Station HQ Shimla (Indian Army) pertain to leased property i.e. Annadale ground vide which they have intimated that new circle rates are in excess and the rent would be worked out at not more than 5% of that value by the Board.

In view of these observations we need to respond them by justifying the lease amount so assessed and conveyed to Station HQ qua the property in question with full justification that the owner of the property has the right to fix the value of his property on the basis of the circle rate fixed by the Govt. for determining such properties. Therefore, the rates are to be fixed by the MC and not by Station HQ. However, being a defence organization necessary settlement on agreed terms can also be worked out qua the issue of settlement of lease amount."

Accordingly, the matter was placed before the Municipal Corporation Shimla through FC & PC and the Municipal Corporation vide Resolution No. 3(3) dated 29.10.2020 resolved as under:-

"विचार-विमर्श उपरान्त सदन द्वारा उक्त समिति की सिफारिश को इस शर्त पर अनुमोदिन किया कि नियमावलीसार लीज राशि ली जाए और यदि लीज राशि का प्रयोजन नहीं किया जाता है तो उनसे धूमि वापिस ली जाए।"

In this regard it is further submitted that para II(b) of the policy issued by the Government of India, Ministry of Defence dated 16.09.1937 (copy enclosed) specially provides that the lease money will be worked out not more than 5% of the market value whereas the State rules provides for determination of the lease

Contd...P/3..

amount @ 10% of the prevailing circle rates. The rates so notified by the State Govt. for determination of lease money is almost double of the rates which has been prescribed by Government of India; Ministry of Defence.

As there is glaring inconsistency in the rates so prescribed by the Govt. of India in para 2(b) of the policy dated 16.09.1987 and the rates prescribed under Lease Rules, 2013 by the State Government, the matter could not be processed further as per the decision taken by the General House of MC Shimla in its meeting held on 29.10.2020.

In view of the specific observation of the Additional Commissioner(Legal) that the lessee being a Defence Organization necessary settlement on agreed terms can be worked out to settle the lease amount. At present the Defence Authorities are paying very meager amount on account of lease money. The land in question is of prime location, even if the proposal of the Defence Authorities to determine the lease amount @ 5% of the circle rate is agreed to there will be substantial increase in the lease amount for the said land. It is worthwhile to submit here that in the event of non-settlement of the issue it might be difficult to take over the possession back from the Defence Authorities rather it may create legal complications and causing financial loss to the Municipal exchequer.

Accordingly, the proposal is placed before the FC&PC of MC Shimla whether may renew the lease deed with the Army Authorities by determining the lease amount @ 5% instead of 10% as provided in the Lease Rules, 2013 as notified by the State Government subject to clarification from the Government.


Commissioner


Additional Commissioner

वित्त संविधा एवं योजना समिति के उक्त मस संख्या 2(3) पर विचार-विमर्श उपरान्त समिति द्वारा निर्णय लिया गया कि Defense Estate Officer, Station Headquarters, Shimla HP द्वारा यह मामला Ministry of Defence से उनके पत्र संख्या PC-4.10/4/Reqn/policy/DE/5404/D Lands Govt. of India New Delhi, -Dated 16 Sep. 1987 के clause-iv "In cases where the owners decline to

Ministry of Defence should be obtained but payment of rent at old rates should not be withheld till the Govt. sanction is issued" अनुसार शीघ्र उद्योग और 31 मार्च 2021 तक इस सम्बन्ध में स्थिति स्पष्ट करें और जो पत्र मंत्रालय of Defence से किया जाए उसकी प्रति सम्बन्धित नगर निगम शिमला को भी उपलब्ध करवाएँ जाएँ 31 मार्च 2021 तक पुरानी दर अनुसार ही शीघ्र प्रति की जाएँ और यदि शीघ्र प्रति का प्रस्ताव नहीं किया जाता है तो उसके प्रति प्रति की जाएँ और यह भी निर्णय लिया गया कि सम्बन्धित मार्ग, अधिकांश कमिन्स, मार्ग एवं पथन विभाग व निगम पर्यायी इस प्रति इन मौखिक निर्देशों की करें।
अतः मागता सदन संमुख अनुमोदनार्थ प्रस्तुत है।

विचार-विमर्श उपरान्त सदन द्वारा उक्त समिति की सिफारिश को इस आधार पर अनुमोदित किया गया कि सुरक्षा मंत्रालय व देश की सुरक्षा से जुड़ा मामला होने के कारण Lease Rules, 2013 के अनुसार Lease amount 10% के बजाए 5% लिया जाए।

MUNICIPAL CORPORATION SHIMLA

No. MCS/SE/2020 — 397

3/22/20
Date: 3-6-20

Dated:

From:-

Joint Commissioner,
Municipal Corporation,
Shimla.

To

Defense Estate Officer,
C/O Station Staff officer (Works) for
Station Headquarters, Shimla H.P. 901116.

Subject:-

Payment of Rent for hired land measuring 09
Bighas, 62 Pizzas of M.C. land at Anandale Group
Shimla.

This is with reference your Office letter No. 3077/0/Q3
C3-2020, 20-04-2020 and 28-05-2020, on the subject cited above.
regard it is informed that vide this office letter No. MCS/SE/2019-108
13-10-2019 and MCS/SE/2020-111 dated 4-02-2020 the details of the
has already been provided to your office. The detail of the bill no. L1
dated 9-03-2020 is as under:-

Year.	Arrear of Lease Amount	GST	Total Amount	Remarks
2014-15	813 Balance.	179	1175	
2015-16	2550	459	3009	
2016-17	2550	459	3009	
2017-18	2550	459	3009	
1-04-2018 to 31-12-2018	2296	413	2709	Bifurcation of Rs. 2709
01-01-2019 to 31-03-2019	16,63,926	300597	19,70,513	Proportional upto three months i.e. J, February and Mar @Rs. 66,71,206/P
INTEREST AMOUNT UP TO 31-03-2019			13729	
Amount Payable =			19,97,441	

It is also informed that as per M.C. Resolution No 3(1) dated 02-2013 the rate of lease amount was approved to be increased from 10% to 20% after every three years (copy enclosed). Accordingly amount of lease Rent increased Rs. 2125/- per annum was increased to Rs 2550/- per annum. It has further intimated that as per M.C. Resolution No. 1(1) dated 24-12-2018 has adopted the HP Lease Rules 2013 w.e.f. 01-01-2019 and the lease amount has been calculated on the basis of revenue circle rate for the year 2018-2019 (copy enclosed). The Lease amount for a particular year is 10 % of the of the total cost of the land which is calculated on the bases of Circle Rates fixed for that area by District Collector. The total area of the land is allotted in the present case is 6843.26 sq. mtr. And the circle rate is Rs. 9761/- per sq. mtr. per annum. Total value of the land on the basis of Circle Rate comes out to be Rs. 66,79,7060/- .Accordingly the lease amount @ of 10% Rs. 66,79,706/- comes out to be Rs. 66,79,706/ plus GST @ of 12% Rs. 12,02,347/- making a total of total of Rs. 78,82,053/- per annum. You are requested to deposit the above mentioned amount Rs. 19,97,144 (Rs. 16,80,863 and GST amount Rs.3,02,556 and interest amount Rs.13,720) for the year 2018-2019 as per the amended bill enclosed herewith here with. Any delay in the payment of the lease rent will invite penal interest @1% per month.

Shimla


o/c Joint Commissioner
Municipal Corporation

Copy enclosed:-

- 1 copy of Resu. No. 3(1).
- 2 copy of Resu No. 1(1).
3. Copy of the Bill.

etc : 0171-3-02921

No. HPA-AJMC/ERGT/EO/
Defence Estate Office,
Ambala Circle, Ambala Cantt.
Dated: 18 August, 2020

Station Headquarters,
Shimla-171003

**SUB: FWD OF BOARD OF PROCEEDINGS FOR REVISION OF LEASE
RENT OF HIRED LAND MEASURING 09 BIGHAS 02 BISWAS
BELONGING TO MUNICIPAL CORPORATION AT ANNADALE
GROUND SHIMLA**

Reference your letter No. 3077/03 Dated 18 August 2020

Board proceedings for revision of rent of hired land measuring 09 bighas 02 biswas
Annadale Ground, Shimla received vide your letter quoted under reference have been
examined. On examination of subject board proceedings the following observations are
noticed:

- i. Circle rates of land w.e.f. 01.04.2014 to 31.03.2018 not found enclosed.
- ii. As per Govt. of India, Min of Defence Policy dated 09 September 1987
"The classification of land, its market value etc. will be obtained by the
Defence Estates Officer from local Revenue authorities and rent would be
worked out at not more than 5% of the market value and rent will be
fixed by the Board" (copy attached). Please clarify how the rent has been
assessed for sub land (i.e. rent percentage of total land value etc).
- iii. GST/interest is not applicable being inter-Government transfer.
- iv. Authenticated latest revenue map of hired land at Annadale Ground
marked with distinct colour not found enclosed.

In view of above, the board proceedings are returned herewith for doing the
needful and after rectification of observations please re-submit the same at earliest.

Enclosures as above

Copy to

F Q PII & HR (1) sub Area
P.E-900241
C O 56 APO

Defence Estates Officer
Ambala Circle, Ambala Cantt.

for info w.p.a.

MEMORANDUM FOR THE CONSIDERATION OF FC&PC MEETING

3 (10)

HEAD OF DEPARTMENT - (R&B) M.C. SHIMLA
HEAD OF DEPARTMENT - Executive Engineer

Subject-

Widening of existing road from Relta Niwas to Pathak Niwas at Dev Nagar Vikas Nagar in ward No.29 under "Shimla Smart City Mission"

An estimate amounting to Rs.45,00,000/- only was prepared for widening of aforesaid existing road under "Shimla Smart City Mission". Accordingly online tender was called and opened on dated 24.08.2020. The work had to be awarded to the lowest contractor for execution, but the widening work of this road does not cover under "Shimla Smart City Mission". Hence work cannot be awarded against Smart City Funds. So it has been proposed that said estimate in 1st phase amounting to Rs.20,81,700/- may be processed under "MC Head" keeping in view the urgency of work.

It is pertinent to mention here that the work is of urgent nature and requires immediate attention. The said area is thickly populated due to which there is urgent need to facilitate the public of area. Hon'ble Mayor and the public of the area have been demanding time and again for widening of this ambulance road.

The matter is thus placed before FC&PC for consideration and following approvals:-

1. Approval of above estimate amounting to Rs.20,81,700/- only
2. To execute the said work through contractor by calling/ publishing the tenders in Girra), e-tendering & two local dailies.
3. To authorise the Executive Engineer (R&B), M.C. Shimla for awarding the said work to the lowest contractor after fulfilling all codal formalities and to take action under agreement clauses in case it requires.
4. To authorise the Executive Engineer (R&B) to make the payments to the contractor within sanctioned amount subject to the completion of all requisite codal formalities and the quality of work will be ensured.
5. To incur the expenditure under MC Head.

Commissioner,

Head of Department

वित्त संविदा एवं योजना समिति के उक्त मद संख्या 2(10) पर विचार-विमर्श उपरान्त समिति द्वारा विभागीय प्रस्तावना पर स्वीकृति प्रदान की गई और यह भी निर्णय लिया गया कि "Shimla Smart City Mission" के Phase-III में Widening of road के कार्य करने बारे पत्राचार किया जाए और यदि Widening of road के कार्यों को Shimla Smart City Mission से स्वीकृति प्राप्त हो जाती है तो नगर निगम शीर्ष से Widening of road के सभी कार्यों पर खर्च की गई राशि निगम कोष में जमा करवाई जाए।

अतः मामला सदन सम्मुख अनुमोदनार्थ प्रस्तुत है।

विचार-विमर्श उपरान्त सदन द्वारा उक्त समिति की सिफारिश को अनुमोदित किया गया।

MEMORANDUM FOR THE CONSIDERATION OF FC&PC MEETING

3 (11)

NAME OF DEPARTMENT - (R&B) M.C. SHIMLA
HEAD OF DEPARTMENT - Executive Engineer


Subject:- Widening of existing road from Longwood Chowk to Harvington Chowk via Sainik Rest House in ward No.1

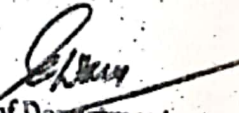
An estimate amounting to Rs.35,00,000/- only was prepared for widening of aforesaid existing road under "Shimla Smart City Mission". Accordingly online tender was called and opened on dated 17.06.2020. The work had to be awarded to the lowest contractor for execution, but the widening work of this road does not cover under "Shimla Smart City Mission". Hence work cannot be awarded against Smart City Funds. So it has been proposed that said estimate in 1st phase amounting to Rs.15,00,000/- may be processed under "MC Head" keeping in view the urgency of work.

It is pertinent to mention here that the work is of urgent nature and requires immediate attention. The said area is thickly populated due to which there is urgent need to facilitate the public of area. Hon'ble Mayor and the public of the area have been demanding time and again for widening of this ambulance road.

The matter is thus placed before FC&PC for consideration and following approvals:-

1. Approval of above estimate amounting to Rs.15,00,000/- only
2. To execute the said work through contractor by calling/publishing the tenders in Giriraj, e-tendering & two local dailies.
3. To authorise the Executive Engineer (R&B), M.C. Shimla for awarding the said work to the lowest contractor after fulfilling all codal formalities and to take action under agreement clauses in case it requires.
4. To authorise the Executive Engineer (R&B) to make the payments to the contractor within sanctioned amount subject to the completion of all requisite codal formalities and the quality of work will be ensured.
5. To incur the expenditure under MC Head.


Commissioner,


Head of Department

दिल संविदा एवं योजना समिति के उक्त मस संख्या 2(11) पर विचार-विमर्श उपरान्त समिति द्वारा विभागीय प्रस्तावना पर स्वीकृति इस आकार पर प्रदान की गई कि उपरोक्त प्रक्रिया में सभी प्रकार की औपचारिकताएँ पूर्ण की जाएँ।

उक्त मामला समस्त अनुसूचित अनुसूचित वर्ग प्रस्तुत है।

विचार-विमर्श उपरान्त समिति द्वारा उक्त समिति की सिफारिश को अनुमोदित किया गया।

MEMORANDUM FOR THE CONSIDERATION OF FC&PC MEETING

3(12)

NAME OF DEPARTMENT - (R&B) M.C. SHIMLA
HEAD OF DEPARTMENT - Executive Engineer

Subject:- Widening of existing road from Capital Hotel to Annandale in ward No.4

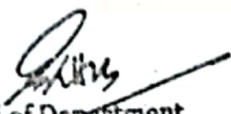
An estimate amounting to Rs.30,00,000/- only was prepared for widening of aforesaid existing road under "Shimla Smart City Mission". Accordingly online tender was called and opened on dated 23.07.2020. The work had to be awarded to the lowest contractor for execution, but the widening work of this road does not cover under "Shimla Smart City Mission". Hence work cannot be awarded against Smart City Funds. So it has been proposed that said estimate in 1st phase amounting to Rs.20,00,000/- may be processed under "MC Head" keeping in view the urgency of work.

It is pertinent to mention here that the work is of urgent nature and requires immediate attention. The said area is thickly populated due to which there is urgent need to facilitate the public of area. Hon'ble Mayor and the public of the area have been demanding time and again for widening of this ambulance road.

The matter is thus placed before FC&PC for consideration and following approvals:-

1. Approval of above estimate amounting to Rs.20,00,000/- only
2. To execute the said work through contractor by calling/ publishing the tenders in Girija, e-tendering & two local dailies.
3. To authorise the Executive Engineer (R&B), M.C. Shimla for awarding the said work to the lowest contractor after fulfilling all codal formalities and to take action under agreement clauses in case it requires.
4. To authorise the Executive Engineer (R&B) to make the payments to the contractor within sanctioned amount subject to the completion of all requisite codal formalities and the quality of work will be ensured.
5. To incur the expenditure under MC Head.


Commissioner,


Head of Department

वित्त सँविदा एवं योजना समिति के उक्त मद संख्या 2(12) पर विचार-विमर्श उपरान्त समिति द्वारा विभागीय प्रस्तावना पर स्वीकृति इस आधार पर प्रदान की गई कि उपरोक्त प्रक्रिया में सभी प्रकार की औपचारिकताएँ पूर्ण की जाएँ।

अतः मामला सदन सम्मुख अनुमोदनार्थ प्रस्तुत है।
विचार-विमर्श उपरान्त सदन द्वारा उक्त समिति की सिफारिश को अनुमोदित किया गया।


MEMORANDUM FOR THE CONSIDERATION OF FC-PC MEETING


3 (13)

Name of Department- Health Department
Head of Department- Dr. Chetan Chouhan

Regarding payment of Electricity Bills of public toilet within MC
Limit

The payment of electricity bills of public toilets were paid by the Contractor/Firms. But the Contractor has left their service and after January, 2020 the electricity bills payment are being paid the Health Deptt. M.C. Shimla. There are an unspent amount of Rs.3.75 Lakh under the dumper container head. The electricity bills till 31.03.2021 are required to be paid from this head. Therefore the Memorandum is placed before the Finance Contract and Planning Committee for its approval please.


Commissioner
MC Shimla.


Corporation Health Officer
MC Shimla.

वक्त संविदा एवं योजना समिति के उक्त मद संख्या 2(14) पर विचार-विमर्श उपरान्त समिति द्वारा दिनांकीय प्रस्तावना पर स्वीकृति प्रदान की गई।

उक्त मामला सदन सभ्युद्ध अनुमोदनार्थ प्रस्तुत है।

विचार-विमर्श उपरान्त सदन द्वारा उक्त समिति की सिफारिश को अनुमोदित किया गया।

**MEMORANDUM FOR CONSIDERATION BY GENERAL HOUSE OF
THE MUNICIPAL CORPORATION SHIMLA**

Name of Deptt. : General Department

Name of HoD : Additional Commissioner

3(14)

Regarding Urban Forestry.

It may be submitted that Urban Forestry was under the control of Municipal Corporation Shimla prior to 2006. However, during the year 2006 it was decided at the Govt. level to transfer the control of Urban Forestry to the Forest Department alongwith the Rest Houses and Nurseries which were being maintained by the Municipal Corporation Shimla. As per the Notification dated 18.04.2006, following assets were transferred to the Forest Department alongwith a staff deployed by the Municipal Corporation Shimla for the management of the Urban Forests:-

Sr.No.	Forest Area	Area (in hectare)
1	Shimla City	843.91
2	Chehyad	6.40
3	Catchment Wildlife Sanctuary area Dhalli	1020.32
4	Craigneno	9.50
Total:-		1380.13

Sr.No.	Name of Properties
1	Craigneno Rest House
2	Sheog Rest House
3	Churat Nursery
4	Lalpani Nursery
5	Glen Nursery

In addition other assets of the Municipal Corporation as per Annexure-H & I to the above notification were also transferred

Contd...P/2...

to the Forest Department (copy enclosed). However during the year 2011, only the area measuring 842.68 hectares of Forests was transferred back to the Municipal Corporation Shimla by the Govt. vide Notification dated 14.06.2011, the details of which is given below:-

Range.	Block	Beat	Proposed area to be handed over to Municipal Corporation Shimla (in hectare)
Chaura Maidan	Chaura Maidan	Summer Hill	51.41
		Glen	163.66
	Lalpani	Tuti Kandl	89.98
		Phagli	42.91
	Chhota Shimla	Khalini	76.89
		Jakhoo	151.42
	Bharari	Bharari	125.54
		Kaithu	140.87
	Total:-		

The matter was deliberated in the General House of the Municipal Corporation in its meeting held on 27.06.2011 vide Resolution No.3(11) wherein it was decided to take up the matter with the Govt. for transferring the entire Forest area alongwith assets to the Municipal Corporation Shimla as was handed over to the Forest Department during the year 2006 (copy enclosed). It was after protracted correspondence with the Govt. a Notification was issued on 02.01.2013 thereby giving the possession of certain assets to the Municipal Corporation Shimla (copy enclosed). But again the control of Forest area measuring 842.68 hectares was put under the control of Forest Department by the Govt. vide Its Notification dated 15.10.2013.

Contd...P/3...

It is further submitted that consequent upon the transfer of the control and supervision of Urban Forestry to the Forest Department, there was a lack co-ordinate between Divisional Forest Officer and the Municipal Corporation Shimla probably for the reasons that his administrative control was directly under the control of PCC(Forests). As a result this it became difficult to implement the provisions of the 74th Constitutional amendment in true spirit. The issue was also deliberated number of times in the General House of the Municipal Corporation to take back the control of Urban Forestry. Lastly it was discussed on 26.02.2018 vide Resolution No.4(4)18 wherein it was unanimously resolved that the Urban Forestry should be brought under the control of Municipal Corporation Shimla as per past practice (copy enclosed). The matter was accordingly taken up with the Govt. and lastly a DO letter from the Hon'ble Mayor was addressed to the then Chief Secretary, HP for intervening in the matter.

It was only with the intervention of the then Chief Secretary, the Principal CCF (HoFF), HP vide his letter dated 21.07.2020 submitted his report on the issue to the ACS(Forests) to the Govt. of HP which has now been forwarded to the Municipal Corporation Shimla by the Secretary(UD) vide letter dated 28.11.2020 for comments.

The Principal CCF (HoFF) HP vide his letter dated 21.07.2020 (copy enclosed) has agreed to give back the control and supervision of Forest area falling under Shimla Forest Division (Urban) with one Forest Range- Chaura Maidan; four Forest Blocks namely- Chaura Maidan, Lalpani, Chhota Shimla and Bharari and eight Forest beats namely- Summer Hill, Glen, Tutikandi, Phagli, Khalini, Jakhoo, Bharari and Kaithu comprising of 842.68 hectares only against total forest area of 1880.13 hectares which was originally transferred to the Forest Department during the year

Contd...P/4...

2006. The letter of Principal CCF (HoFF) HP is silent about giving back the control and possession of Forest area in Chehyad, Catchment Wildlife Sanctuary area Dhalli and Craigneno comprising of 6.40 hectares, 1020.32 hectares and 9.50 hectares respectively. In addition, it is submitted that the letter of the Principal CCF (HoFF) HP is also silent about the handing over the control and possession of the Assets which were transferred to the Forest Department during the year 2006. However, it has been stated by the Principal CCF (HoFF), HP that consequent upon transfer of the control and management of Urban Forestry to the Municipal Corporation Shimla, it will have to bear the expenditure to the extent of Rs.3.00 crore per annum on the salary of the staff to be deployed on secondment basis from Forest Department and other office expenses as well as maintenance and supervision of Urban Forestry.

It is worthwhile to mention here that the catchment area is a major source of gravity water which is being supplied to the Shimla City from decades. It was for this reason that Forests falling in the catchment area remained under the control of Municipal Corporation Shimla since its inception. Thus, it is required to be transferred back to the Municipal Corporation Shimla for its supervision and maintenance. In addition it is also pertinent to mention here that at Craigneno there is a storage Tank of Water lifted from Gumma for its supply to Shimla City. The area being of historic importance also needs to be transferred back to the Municipal Corporation Shimla. Similarly both at Churat and Chehyad Water Pumping Stations are in operation since decades and needs to be transferred back to the Municipal Corporation. Since as per the proposal of the Forest Department, the Municipal Corporation has to incur an expenditure to the tune of Rs.3.00 crore on salary, office expenses and maintenance of Urban Forestry which can only

Contd...P/5...

Be justified only if the entire area originally transferred to Forest Department during the year 2005 is transferred back to Municipal Corporation Shimla.

In view of the above, the proposal is placed before the General House of the Municipal Corporation as to whether may request the Govt. to transfer back the entire Forest area measuring 1880.13 hectares alongwith other assets to the Municipal Corporation Shimla or whether may agree with the proposal of the Principal CCF (HoFF), HP as explained in the preceding para.


Commissioner


Additional Commissioner

विचार-विमर्श उपरान्त सदन द्वारा उक्त विभागीय प्रस्तावना को स्वीकृत किया गया तथा यह भी निर्णय लिया गया कि Principal CCF के पत्र दिनांक 21.07.2020 को स्वीकार करते हुए 842.68 hectares Area का Control व Supervision नगर निगम शिमला को तुरन्त दिए जाएं तथा सरकार द्वारा जो वनक्षेत्र 1880.13 हेक्टेयर, अन्य assets व स्टाफ वन विभाग में स्थानांतरित किए गए थे उसे वैसे ही नगर निगम शिमला को वापिस करने और नगर निगम शिमला में मिलाये गए merged एरिया के वन क्षेत्रों को भी हस्तानांतरित करने बारे सरकार से अनुरोध किया जाए।

MEMORANDUM FOR THE CONSIDERATION OF M.C. HOUSE

NAME OF DEPARTMENT - (R&B) M.C. SHIMLA
HEAD OF DEPARTMENT - Executive Engineer


3 (15)
Subject:-

Regarding provision of performance guarantee in tendered works as per HPPWD norms.

On the subject cited above, it is submitted that M.C. Shimla is executing different developmental work like construction of roads, paths, drains, nallahs and building work etc. in MC Shimla through contractors under MC Funds, AMRUT & Shimla Smart City Mission. While executing these works there is a provision in the agreement to deduct 10% security from the contractor's bills during the release of payment. In the recent past M.C. Shimla passed a resolution that an amount of 10% of the awarded amount be taken from concerned contractors as performance guarantee which is contrary to the norms being followed by HPPWD and other Departments and the same has been objected by the Contractors. In this context, it is submitted that said matter was also discussed in the M.C. House held on 31.01.2020 vide which in the Point of Order raised by Sh. Diwaker Dev Sharma, Hon'ble Councillor that amount of 10% performance guarantee may be reduced to 5%. This matter was also taken up with official of PWD in a meeting wherein it was informed that there does not exist any provision for getting deposited in advance any amount in shape of performance guarantee from the contractors except in exceptional cases like unbalance bid or any other big projects as per the satisfaction of Executive Engineer. We may also adopt the provisions followed by HPPWD in this regard. However deduction of 10% security from the bill as per past practice will remain.

Therefore, the matter is placed before M.C. House for consideration and approval.


Commissioner,


Head of Department

विचार-विमर्श उपरान्त सदन द्वारा उक्त विभागीय प्रस्तावना पर स्वीकृति प्रदान की गई।

MEMORANDUM FOR THE CONSIDERATION OF M.C. HOUSE

3 (16)

NAME OF DEPARTMENT - (R&B) M.C. SHIMLA
HEAD OF DEPARTMENT - Executive Engineer

Subject:- Repair/maintenance of old Library Building at Ridge.

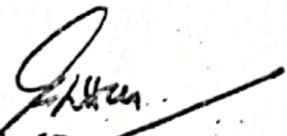
The Library Building at Ridge near Church is a heritage building of M.C. Shimla. Earlier it used to house the State Library of H.P. Govt. which in the recent past has been shifted to newly constructed Library near Vidhan Sabha. The building of said Library needs immediate repair as it has been rendered dilapidated. The roof of this building has started leaking and timber and other wooden work needs immediate replacement.

In view of the facts mentioned above the building is required to be repaired immediately and estimate amount of Rs.24.00 lacs proposed for the same. The detailed estimate etc. will be worked out subsequent to the approval by MC.

The matter is thus placed before M.C. Shimla for consideration and following approvals:-

1. Approval of above estimate amounting to Rs. 24,00,000/- only
2. To execute the said work through contractor by calling/ publishing the tenders in Giriraj, e-tendering & two local dailies.
3. To authorise the Executive Engineer (R&B), M.C. Shimla for awarding the said work to the lowest contractor after fulfilling all codal formalities and to take action under agreement clauses in case it requires.
4. To authorise the Executive Engineer (R&B) to make the payments to the contractor within sanctioned amount subject to the completion of all requisite codal formalities after ensuring the quality of work.
5. To incur the expenditure under MC Head.


Commissioner,


Head of Department

विचार विमर्श उपरान्त सबन द्वारा उक्त विभागीय प्रस्तावना पर स्वीकृति प्रदान की गई कि और यह भी निर्णय लिया गया कि यदि सम्भव हो सके तो यह कार्य Smart City Mission के तहत कारवाया जाए।

MEMORANDUM FOR CONSIDERATION OF HONBLE MC HOUSE

Name of Department : SEHB Society
HOD : Corporation Health Officer


3(17)


The representation are being received from the hoteliers/businessman regarding imposing of the penalty in the bills of commercial establishments for the Garbage Collection User Charges. It is requested by them to waive off penalty amount in order to avoid financial burden on the Hoteliers/Businessmen. In this regard, the following points are proposed :-

i. It is proposed that the provision of penalty/surcharge on account of non-depositing of Garbage User Charges may be waived off for the period of March,2020 to December,2020 in respect of those who have not yet deposited the garbage bills.

ii. Also it is submitted that due to COVID - 19 pandemic in operation since March, 2020 onwards the households / hoteliers/ businessman could not deposit their garbage collection bills timely and presently huge amount particularly in respect of commercial area is pending and demanded by SEHB, as account of arrears. In order to avoid hardship to these households and to encourage the recovery of outstanding amount, it is proposed that we may offer to such consumers to deposit their bills in instalments for the period March,2020 to December,2020 without surcharge.

However the matter is placed before Hon'ble MC House for approval please.


CEO(SEHB)-cum-Commissioner
Municipal Corporation
Shimla


Member Secy (SEHB)-cum
Corporation Health Officer
MC Shimla

विचार-विमर्श उपरान्त सदन द्वारा उक्त विभागीय प्रस्तावना पर स्वीकृति प्रदान की गई कि और यह भी निर्णय लिया गया कि Garbage बिलों की collection माह में एक बार वार्डों में counter लगा कर एकत्रित करने की सम्भावना पर भी विचार किया जाए।

MEMORANDUM FOR THE CONSIDERATION AND APPROVAL OF HON'BLE MC HOUSE MEETING

3(18)

Name of Department: Project Cell

Head of Department: EE-cum-Project Director

Subject: CWP No. 3149 of 2020 titled as Rajiv Mankotia Versus State of H.P regarding housing of all offices of Municipal Corporation under one roof in lift parking.

In the CWP No. 3149 of 2020 titled as Rajiv Mankotia Versus State of H.P the Ld. Counsel for Municipal Corporation Shimla submitted that Municipal Corporation Shimla is planning to put up the construction to house all the branches of Municipal Corporation Shimla at Sabzi Mandi and to this the counsel for the petitioner submitted that the said place is very inconvenient to the public as it is not located at the National Highway and the buses do not ply directly to this place. That under these circumstances, it is submitted that place namely the Lift Parking, which is within the Municipal limits is abutting to the Highway and is very convenient to the public as well as the staff/officials of the Municipal Corporation.

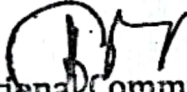
In this regard Municipal Corporation Shimla sought time to verify and examine the proposal as put forth by the counsel of the petitioner.

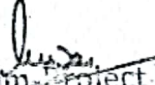
A meeting regarding this was held on dated 07-12-2020 at 04:00 PM under the Chairmanship of worthy Commissioner Municipal Corporation Shimla wherein Addl. Commissioner Municipal Corporation Shimla, Addl. Comm. (Legal) , EE-cum-Project Director and the concessionaire Sh.Parmod Kumar were present. After the detailed discussion the Concessionaire was asked to give a proposal in writing for handing over the lift parking and Commercial Complex to Municipal Corporation Shimla to house its all offices under one roof.

The Proposal given by the Concessionaire on dated 08-12-2020 wherein he has stated that he is prepared to handover the Lift Parking and commercial Complex at a cost of Rs. 56 Crore.

He has further agreed that after the current bank liability of approximate Rs. 30 Crore is to be paid back to the bank at the earliest and rest of the amount (investment of share holders, loan from Director, payment for work done etc.) can be returned in four installment in a period of one year without interest.

Hence keeping in view the above facts, matter is placed before Hon'ble MC House for perusal and consideration.


Additional Commissioner
Municipal Corporation Shimla


EE-cum-Project Director
Municipal Corporation Shimla

विचार-विमर्श उपरान्त सदन द्वारा उक्त विभागीय प्रस्तावना पर निर्णय लिया गया कि यह मामला चर्चा हेतु सदन की अगली बैठक में लाया जाए।

MEMORANDUM FOR CONSIDERATION OF HON'BLE MC HOUSE

Name of Department- Health Department
Head of Department- Dr. Chetan Chauhan

3(19)
Subject: Regarding Operation & Maintenance of the Public/Community Toilets.

Earlier, the Work of Operation and Maintenance of the Public/Community Toilets (PT/CT) was awarded to M/s Badi Vishal Protection and Company after calling the tenders in the month of August 2019 who had submitted its inability to continue the work awarded to them and accordingly, the matter was placed before the Hon'ble MC House vide Resolution No. 3 (35) dated 30/11/2019. Thereafter, the work of the Operation & Maintenance was looked after by Mr Akhilesh, M/s Mithila Sanitation and Company wef 15th January, 2020 in terms of the approval accorded by the Hon'ble MC House on dated 30th November, 2020. As due to ongoing COVID-19 pandemic, it was difficult to maintain the toilets as the income was reduced to minimum due to lock down and an amount of Rs. 1.0 Lacs /month was being paid to Mr. Akhilesh, for which approval was accorded by the Hon'ble MC House vide its Resolution Dated 30-04-2020 and approval was accorded to get the work done through the said contractor till finalization of tender. Again, Mr. Akhilesh also showed its inability to run the toilets, the toilets are being maintained but the staff of MC/SEHB and additional staff engaged under the Mukhya Mantri Shehri Ajeevika Guarantee Yojna, wherein employment was to be given upto 4 months in a family. As after 4 months the employment cannot be continued, MC Shimla needs to make alternate arrangement in the present scenario of COVID-19 pandemic. Presently, there are 131 No of toilets comprising of 41 No. Community Toilets, 2 No. Bio-toilets and 88 Public Toilets/Urinals (including 13 No e-Toilets). The Public Toilets near Rotary Town Hall and Opposite MC Town Hall building are proposed to be renovated through Shimla Jal Prabandhan Nigam Limited (SJPNL) and thereafter these are proposed to be maintained by the Company who shall be renovating these toilets.

In view of the facts mentioned above and ongoing COVID-19, as there is still least chances of agencies/parties to participate in the tender process, it was therefore proposed that MC may engage Sulabh International, which is a reputed NGO working throughout the country in the field of Operation & Maintenance of the PT/CT and have also worked with MC Shimla too for many years till 2016 in the recent past. Accordingly the matter was placed before the Hon'ble MC House vide its meeting held on dated 28-11-2020 vide Resolution No. 3 (32). It was approved that the same Committee which was formed earlier comprising of Addl Commissioner, CHO, AO, XEN (R&B), VPHO and AGM (WS&SD) may be allowed to finalize the Terms & Conditions for the reference work to be awarded to Sulabh International. The said Company shall have to take over all the Public Toilets, Community Toilets, e-Toilets and Bio-Toilets. If in future any further toilet block is constructed/renovated, that shall also have to be taken over by the contractor for Operation & Maintenance on the same Terms & Conditions.

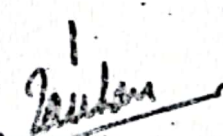
In view of the approval accorded by the Hon'ble MC two meetings were held with Mr. Vinay Kumar, Hony. Controller of Sulabh International and the matter was discussed in details. Now, M/s Sulabh International has submitted a proposal, with the following points for consideration:-

1. The 31 No. Toilet Blocks will be Operated & Maintained on "Pay & Use" basis by charging Rs. 5/- per use of toilet, Rs. 10/- for bath with cold water and Rs. 15/- with hot water. No User Fee shall be charged for the use of urinals.
2. It is proposed that out of 131 Toilets Blocks, 100 Nos. Toilet Blocks will be maintained at a service charge of Rs. 2,60,000/- (Rs. Two Lacs & Fifty Thousands) only per month as per details attached.
3. The Electricity & Water charges against Operation & Maintenance of Toilet Blocks will be paid by MC Shimla.
4. The supply of water to each toilet blocks and make the necessary arrangements for the storage of water shall be ensured by MC Shimla to ensure proper cleanliness and Operation & Maintenance of the Toilet Blocks.
5. The minor repairs like repair/replacement of taps, bulbs, wash basin, WC Pot etc will be taken care by M/s Sulabh International, however, the major repair in the toilet building shall be the responsibility of the MC Shimla.
6. The advertisement rights in the premises of toilet blocks shall be with Sulabh International Social Service Organisation.

It is further mentioned that the final agreement may be finalized in consultation with Sulabh for the ward of work. Initially the work may be awarded for first 1-2 years, which may be extended further based on the performance of the said NGO, for which Commissioner, MC Shimla may be authorized. This may help in upkeep of the sanitation conditions in the town. However, if the conditions submitted by the Sulabh are not mutually agreeable, MC may float fresh tenders.

Hence the matter is placed before the Hon'ble MC Shimla for discussion, consideration and further approval please.


Addl Commissioner
MC Shimla


Corporation Health Officer
MC Shimla

सदन द्वारा उक्त विभागीय प्रस्तावना पर चर्चा की गई तथा विचार-विमर्श उपरान्त यह निर्णय लिया गया कि Sulabh International संस्था द्वारा प्रस्तावित व्यय/मांग पर Negotiation की जाए यदि कोई स्वीकार्य योग्य प्रस्ताव पर सहमति न बने तो ही नई निविदाएँ आमंत्रित की जाए।

ANNEXURE - I

OPERATION AND MAINTENANCE OF TOILET BLOCKS ON
SERVICE CHARGE BASIS IN MUNICIPAL CORPORATION AREA
SHIMLA (H.P.)

Nos. OF TOILET BLOCK - 100 Nos.

1	No. Of Social Workers (for Cleaning) 16 Nos. @ 8250/No for 100 toilet complex	=	1,32,000.00
2	Supervisor 02 Nos. @ 12500/=	=	25,000.00
3	Cleaning Material 100 sites X 400/=	=	40,000.00
4	Day to Day Repair maintenance 100 sites X 325/=	=	32,500.00
			<hr/>
			2,29,500.00
	Add 10% Implementation Charges of Sulabh	=	22,950.00
			<hr/>
			2,52,450.00

SAY : 2,50,000/= P.M.

(Rupees Two Lac And Fifty Thousand only)

- Note:**
1. Monthly water & Electricity Bill will be deposited by Municipal Corporation Shimla for total numbers of 131 Sites.
 2. Advertisement right in the toilet block shall be with Sulabh International.
 3. Thirty (31) Nos. Toilet Blocks will be maintained on "Pay & Use" basis.

प्रस्ताव संख्या 4(1)29

द्वारा:- श्री संजीव ठाकुर, मा0 पार्षद

प्रस्ताव

सैहब सोसायिटी द्वारा मकान मालिकों की ID के साथ किरायदारों को भी जोड़ा गया है जोकि गलत है। मकान मालिक को इस Society की NOC की किसी विभाग को देने के लिए बाध्य नहीं होना चाहिए। क्योंकि किसी भी कार्य के लिए NOC की जरूरत केवल मकान मालिक को ही होती है न कि किरायदार को। इसलिए मकान मालिक को यह पेशानी उठानी पड़ती है।

अतः जनहित में प्रस्ताव किया जाता है कि सैहब Society की किसी कार्य के लिए NOC की शर्त को समाप्त किया जाए।

हस्ता/-0

संजीव ठाकुर, पार्षद


मामला सदन सम्मुख विचारार्थ प्रस्तुत है।

उपरोक्त प्रस्ताव श्री संजीव ठाकुर, मा0 पार्षद ने प्रस्तुत किया जिसका समर्थन कु0 आरती चौहान, मा0 पार्षद ने किया। अतः प्रस्ताव सर्वसम्मति से पारित हुआ और सदन द्वारा यह भी निर्णय लिया गया कि जो सरकारी कार्यालय Garbage Collection fee नहीं दे रहे हैं उन कार्यालयों से 5/- रुपये प्रति वर्ग मीटर की दर से (Rs.5/-per Square Meter) Garbage Collection fee ली जाए।

प्लॉट ऑफ ऑर्डर

5(1) श्री शैलेन्द्र चौहान, मा0 उप-महापौर ने प्लॉट ऑफ ऑर्डर का मामला उठाते हुए कहा कि जिन कार्यों के लिए कई बार निविदाएँ आमंत्रित करने पर भी दो ही टैण्डर प्राप्त हो रहे हैं उन कार्यों को दो टैण्डरों के आधार पर ही करवाया जाना चाहिए।

विचार-विमर्श उपरान्त सदन द्वारा निर्णय लिया गया कि दो टैण्डरों से सम्बन्धित मामले लेखा शाखा की टिप्पणी उपरान्त सदन में लाए जाएँ।


आयुक्त,
नगर निगम शिमला।