

4229-33

No. SE-JSCK-WS-WA-V- NOC Paraha /2021-~~4229-33~~  
Government of Himachal Pradesh  
Jal Shakti Vibhag

Dated Kullu the 24 July 2021

To

The Executive Engineer,  
Jal Shakti Division, No.1 Kullu-HP.

Sub: -

Regarding NOC in respect of Pakhnoj -II Hydro Electric Project (5.MW) Tehsil Manali Distt.  
Kullu -HP

As per your recommendation, vide office letter No. EE-JSDK-WA-NOC/2021-17878-79 dated 26.02.2021 /20626 dated 26.003.2021 and 5598 dated 30.6.2021. The NOC in favour of **M/S Bholenath Power Construction Co.Pvt, Ltd Near Post Office Main Bazaar Bhunter Tehsil Bhunter District Kullu-HP** has been issued on the following terms and conditions: -


1. The firm shall enter into legal agreement with Jal Shakti Department of Himachal Pradesh.
2. That the Chief Engineer (MZ), Jal Shakti Vibhag, Mandi shall be the sole adjudicator of any dispute arising during construction as well as subsequently and his decision shall be binding on all the parties.
3. In case, there is any scarcity of water to public due to drought or any other reason, the requirement of the Jal Shakti Vibhag shall have precedence over the requirement of this Project.
4. The firm shall ensure that the quantum of minimum flow of water to be released and maintained throughout the year immediately downstream of the diversion-site is a threshold value of not less than 15% of the minimum in flow observed in the lean-season to the main river water-body whose water is being harnessed by this project. The firm shall also ensure adequate minimum environment flow in the river below the diversion-site to take care of aquatic life and ecology of the area for which contract shall install real time monitoring system for out flow to maintain minimum flow prescribed above.
5. The firm shall rehabilitate / repair/ compensate for the Jal Shakti assets / water resource as well as Private Kuhls/ Irrigation schemes / Water Supply Schemes in case these are damaged or adversely affected due to construction of the Project. During restoration period the arrangement for providing water to the beneficiaries shall be made through tankers and other alternative possible arrangement by the firm.
6. Additional water required to the department in future in addition to the project demand will get priority over the requirements of the firm.
7. In addition to Jal Shakti Vibhag requirement, the firm will also satisfy the requirement of private users, if any.

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8. That the department will have liberty to draw water from **Haripur Nallah** (upstream and downstream) for construction of any irrigation and water supply schemes as and when required in future and if any schemes, sources of water at up and down stream of the HEP get affected, the executing agency will have to deposit the original cost of schemes including its remodeling and restoration, augmentation cost, as the case may be with the department in advance so as to make these facilities available to affected area for which the company will have no objection.
9. The present and future quantity of water for proposed WSS will be tapped by the department from **Haripur Nallah** upstream and downstream of the intake of the HEP and the department will have precedence over the requirement of the proposed project.
10. Company in rural area applying to the Vibhag will not be granted water from our existing schemes unless the scheme has sufficient water and the Gram Sabha of concerned Gram Panchayat pass resolutions approving the same.
11. Any damage direct and or indirect caused to the water source, water supply scheme or irrigation schemes shall be borne by **M/S Bholenath Power Construction Co.Pvt, Ltd** with all financial and legal implication.
12. Any land required for restoration of the water source, water supply schemes or irrigation schemes shall be required by **M/S Bholenath Power Construction Co.Pvt, Ltd** and transferred in the name of IPH Department free of cost..
13. Any cost arising due to technical / legal implication during construction of proposed scheme shall also borne by the **M/S Bholenath Power Construction Co.Pvt, Ltd**.
14. The NAC (Non Availability Certificate) and permission to make alternative arrangements shall be granted by local IPH Executive Engineer concerned.
15. The NOC is subjed to the condition that land for relaying the pipes will be made available by the project executing agency i.e. **M/S Bholenath Power Construction Co.Pvt, Ltd** and the cost of relaying will be also born by **M/S Bholenath Power Construction Co.Pvt, Ltd**.

The above NOC may be issued and ensure that no scheme is affected anywhere up steam/ downstream of the head weirs of said SHEP.

  
Superintending Engineer,  
Jal Shakti Circle, Kullu-HP.

Copy to the Additional Chief Secretary (IPH) to the Govt. of Himachal Pradesh Shimla for information please

Copy to Engineer-in-Chief, Jal Shakti Vibhag, US Club, Shimla-1 for information please.

Copy to Chief Engineer (MZ) Jal Shakti Vibhag, Mandi for information please.

Copy to M/S Bholenath Power Construction Co.Pvt, Ltd Near Post Office Main Bazaar Bhunter Tehsil Bhunter District Kullu-HP for information and taking further necessary action please.

  
Superintending Engineer,  
Jal Shakti Circle, Kullu-HP.

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