



हिमाचल प्रदेश HIMACHAL PRADESH
Agreement

03AA 743508

Being executing agency in I & PH department and as authorised/ clarified to issue the NOC for construction of Karot-Nain Hydro Electric Project (I M.W.) by the Chief Engineer (N), I & PH department, Dharamshala vide his letter no. CE(N) IPH-IFC-I/HEPP/03-23363-64 dated 19-02-2004, received through Superintending Engineer, IPH Circle, Dharamshala vide his Endst No. SE-PHCD-WA-I-18076-79 dated 02-03-2004 we the following agency and party are hereby made an Agreement for the issue of No. Objection Certificate.

1. The Executive Engineer, I & PH Division Palampur, Tehsil Palampur Distt Kangra H.P. for and on behalf of I & PH department as authorised to the department by the Principal Secretary (I & PH) to the Govt. of Himachal Pradesh vide Notification No. PBW(PHDE) 1/2/01 dated 20-01-2004

BETWEEN

M/S Aryan Hydel
HO Bir Tehsil Baijnath
Distt Kangra H.P. Herein after called the Second party

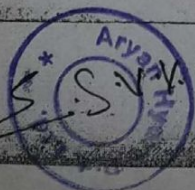
TERMS AND CONDITIONS OF THE AGREEMENT

1. That for notification to be carried out by the firm in the jurisdiction of schemes prior approval for the First Party shall be taken and design shall be subject to the approval of the First Party

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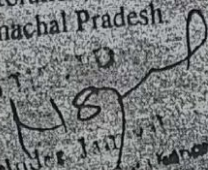
ATTESTED

Narinder Jaiswal
Notary Public Palampur (Kangra)



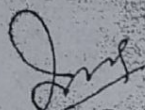
2. The usage of water shall be handed over to the firm purely on the temporary basis and the firm shall have no permanent right on it.
3. The joint inspection of the representative of department shall be undertaken quarterly and also as and when required as per direction of the department.
4. That the First Party has power to suspend and stop the construction of the Karot-Nain Hydro Electric Power Project, if any ongoing water supply scheme as well as irrigation scheme is affected, during the construction of the Project.
5. That if any damage occurs to the Govt./Private Property due to the construction of the project the same shall be restored by the Second party at their own cost.
6. The Project authorities will tap only 85% of the total discharge to leave adequate water for aquatic reasons.
7. That if any water supply scheme or irrigation schemes/ submerged/disturbed due to construction of this project, the Second party will provide alternative arrangement at its or in the alternative, if it is not possible to provide alternative arrangement the Second party will have to pay the compensation claim for the same as estimated by the department.
8. That is the First Party plans to tap new scheme for water supply as well as irrigation upstream of the project the second party will have no objection and First Party shall be fully with its right to tap required sources for the benefits of the general public.
9. The Chief Engineer (NZ) I & PH department shall be the sole adjudicator for any dispute arising during construction as well as subsequently and his decision shall be binding on all parties.
10. The First Party reserves the right to draw in future a much quantity of water as required from the above sources to formulate and execute any water supply.
11. The project shall be based on "Run Off" condition, there should not be any diversion and poundage created which may affect natural flow condition in upper stream and downstream and downstream of River/ Khad/ Nallah etc.,
12. In case there is any scarcity of water due to drought or any other reasons, the requirement of First Party shall have precedence over the requirement of the Hydro Electric Power Project.
13. If any scheme, source of water upstream and downstream the Hydro Project get affected the executing agency will have to deposit the original cost of the scheme including its remodeling, restoration, augmentation cost, as the case may be with I & Ph department of Govt. of Himachal Pradesh.

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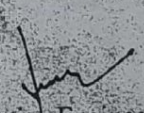
ATTESTED

 Notary Public
 Himachal Pradesh

In addition to above the following terms and conditions as conveyed vide special Secretary (IPH) to the Govt., of Himachal Pradesh letter no. IPH-B(F) 5-4/2006 dated 29-09-2007 are given below:-

1. Second party will not apply to the department for getting water from existing scheme unless the schemes has sufficient water and the Gram Sabhas of concerned Gram panchayats pass resolutions approving the same.
2. Permission to make alternative arrangements will not affect adversely or adverse impact on existing water supply source being used by the IPH department. It will be located at sufficient distance from an existing ground water source and downstream of any existing surface water source. It will also require approval of Gram Sabha of concerned Gram panchayats.

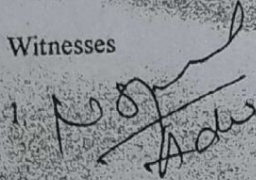


(Anupam Paul)
Managing Partner
M/S Aryan Hydel
HQ Bir Tehsil Baijnath
Distt Kangra H.P. hereinafter called Second party

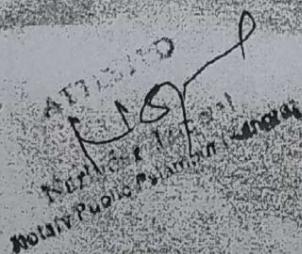


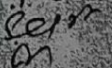
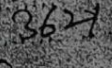
Executive Engineer
Irrig. Cum Public Health
Division Palampur

Witnesses

1. 
Adw

2.

ATTESTED

Notary Public Palampur Kangra

certified that this Agreement
is not for registration before
n. By Sh. Anupam Paul & son
as identified by Sh. 
on 25.11.11 at 
recorded at Ser. No. 3624

