

Himachal Pradesh
I&PH Department

NO. EE/IPHD/WA-I/NOC Project/2011-
To

16570

Dated :- 12/2/11

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M/S Vishal Hydro Enterprises
Village Sanaura P.O Gaggal-176209
Distt. Kangra (H.P).

Subject :-

NOC from the I&PH Department in respect of Gaj Ghera SHEP (2.00 MW) conceived on Gaj Khad between EL +- 1490m to EL +- 1330m.

Reference :-

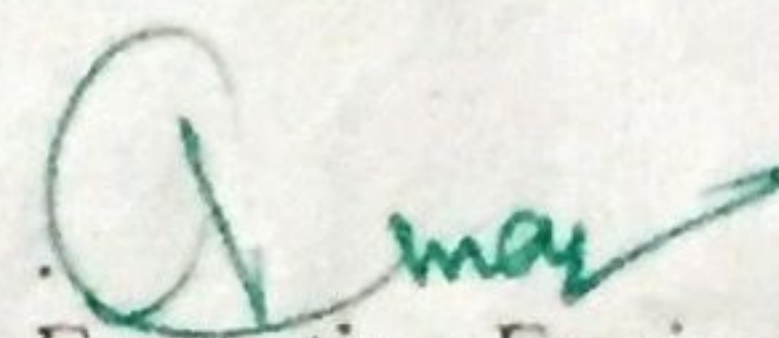
SE office letter NO. SE/PHCD/WS-WA-II- NOC/2010-11 - 15589-93 dated 19/11/2011.

This No Objection Certificate for the C/o (2.00 MW) Vishal Hydro Enterprises village Sanaura P.O. Gaggal Distt. Kangra is hereby issued on behalf of IPH Department as approved vide Superintending Engineer IPH Circle D/Shala letter No SE/IPHCD/WS-WA-II/NOC/2010-11-15589-93 dated 19/11/2011 as per authorization made vide Principal Secretary letter power to the Govt. of Himachal Pradesh Shimla letter No. MPP-F (10) 15/2006- 11066 dated 24/8/2009.

TERMS AND CONDITIONS :-

1. That for any notification to be carried out by the firm in the jurisdiction of prior approval of the department shall be taken & design shall be subject to approval of this Department.
2. The usage of water of Gaj Khad shall be handed over to the second party purely on temporary basis and the firm shall have no permanent right on it.
3. The joint inspection of site of Hydro Electric Project Gaj Ghera SHEP 2.00 MW was conducted on 14.03.2011 by Assistant Engineer, IPH Sub Division Dharamshala with Junior Engineer of concerned section along with representative of the firm.
4. That the IPH Department has power to stop the construction work of Gaj Ghera SHEP 2.00 MW, Distt. Kangra (HP) if any ongoing scheme is disturbed / effected by the firm during the construction of the project.
5. If any private kuhl is disturbed /effected due to execution of this project the project authority has to talk with the beneficiary of Pardhan Gram Panchayat concerned and K.V.S. for the its alternative arrangement.
6. If any WSS or Irrigation scheme and water mills on upstream and down stream of project is submerged / disturbed due to construction of this project the project authority will have to pay the full compensation claim for that as per estimate sanction by the department and will have to deposit the original cost of scheme including its remodeling, restoration and augmentation cost as the case may be.
7. This Department reserves the rights flow in future as much quantity of water as required from the concerned khad to formulate and execute any WSS or irrigation scheme.
8. The project shall be based on "Run Off condition there should not be any diversion and poundage facility which may affect natural water flow condition in upstream and downstream of khad.
9. The Chief Engineer (DZ) IPH Department, Dharamshala shall be the sole adjudicator for any dispute arising during construction as well as subsequently and his decision shall be binding on all the parties.
10. That in case there is any scarcity of water due to drought or any other reason the requirement of department shall have precedence over the requirement of the SHEP.
11. The proposed will not infringe the drinking rights on upstream or downstream of the project of IPH Department.
12. The second party shall furnish to the first party a compendium giving details of Hydrological data/observation within one year of signing of MOU

13. The second party will not dump blasting muck and soil etc on the project site or any other in appropriate place, which flow further to down stream of the khad causing serious threat to the existing water Supply or Irrigation scheme of H.P. IPH department.
14. A forum of hydro power producers of Beas based has come into existence on 5/11/2005. The guidelines of this forum whatever applicable, the attempt will be made to abide by the recommendations of the forum and applicable to second party. If however any such more forum are constituted for other river basin the guidelines of the same shall be applicable on second party.
15. The second party shall ensure to protect the water rights of the local inhabitants for drinking and irrigation purposed etc by verifying the revenue entries and activities of IPH department so as to ensure that such rights are not infringed upon, any dispute in the matter shall be referred to a committee, to be appointed by the first party involving IPH and revenue departments. However the decision of the first party shall be final and binding on all the parties.
16. The first party shall put in place a committee comprising of experts from the relevant field for determination of the impact, if any on the existing water supply or irrigation projects due to allotment of any upstream and /or downstream project. In the event of a dispute the decision of first party in the matter shall be final and binding on all the parties.
17. The second party shall ensure minimum flow of threshold value of water not less than 15% of the minimum flow observed in the lean season immediately downstream of the project all the time including lean season from November to March. Keeping in mind the serious concern of the state government on account of its fragile ecology environment and also to address issue concerning riparian rights, drinking water etc & even to honor the sensitive religious issue like cremation and other religions rites etc. on the river/Nala bank. However the second party is at liberty to install mini Hydel Project to harness such water for their captive use, utilities system and colonies.


Executive Engineer,
IPH Division
Dharamshala

Copy forwarded to Engineer - in - Chief IPH Department U. S Club Shimla for information please.

Copy forwarded to Chief Engineer (D/Zone) IPH Department D/Shala for information please.

Copy forwarded to Superintending Engineer IPH Circle D/Shala for information please with reference to your letter referred to above.

Copy forwarded to Assistant Engineer IPH Sub Division D Shala for information please with reference to his office letter referred to above.

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Executive Engineer,
IPH Division
Dharamshala